

**FIRST AMENDED AND RESTATED APG ASBESTOS
TRUST DISTRIBUTION PROCEDURES**

First Amended and Restated APG Asbestos Trust Distribution Procedures dated November 8, 2013
First Amendment to the First Amended and Restated Trust Distribution Procedures dated February 26, 2014 Amending Section 5.9
Second Amendment to the First Amended and Restated Trust Distribution Procedures dated February 26, 2014 Amending Section 5.3
Third Amendment to the First Amended and Restated Trust Distribution Procedures dated January 1, 2015 Amending Section 5.3(a)(3)
Fourth Amendment to the First Amended and Restated Trust Distribution Procedures dated November 5, 2015 Amending Section 2.5
Fifth Amendment to the First Amended and Restated Trust Distribution Procedures dated September 1, 2016 Amending Section 2.5
Sixth Amendment to the First Amended and Restated Trust Distribution Procedures dated January 31, 2018 Amending Section 2.5
Seventh Amendment to the First Amended and Restated Trust Distribution Procedures dated February 14, 2018 Amending Section 2.5
Eighth Amendment to the First Amended and Restated Trust Distribution Procedures dated December 4, 2018 Amending Section 2.5
Ninth Amendment to the First Amended and Restated Trust Distribution Procedures dated May 16, 2019 Amending Section 2.5

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FIRST AMENDED AND RESTATED APG ASBESTOS TRUST DISTRIBUTION PROCEDURES

This APG Trust Distribution Procedures (the “**APG Asbestos TDP**”) provides for resolving all APG Asbestos Trust Claims and all APG Asbestos Demands (as those terms are defined in the Third Amended Plan of Reorganization of Global Industrial Technologies, Inc., et al. dated December 28, 2005 (the “**Plan**”), hereinafter referred to collectively for all purposes of this APG Asbestos TDP as “**APG Asbestos Trust Claims**,” caused by exposure to asbestos-containing products and/or conduct for which the APG Debtors and GIT and their predecessors, successors, and assigns (collectively, the “**APG Entities**”) have legal responsibility, as provided in and required by the Plan and by the APG Asbestos Trust Agreement. The Plan and APG Asbestos Trust Agreement establish the APG Asbestos Trust. The APG Asbestos Trustee shall implement and administer the APG Asbestos Trust and this APG Asbestos TDP in accordance with the Plan and the APG Asbestos Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the APG Asbestos Trust Agreement.

SECTION 1

Introduction

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

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

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SECTION 2

Overview

2.1 APG Asbestos Trust Goals. The goal of the APG Asbestos Trust is to treat all claimants equitably. This APG ASBESTOS TDP furthers that goal by setting forth procedures for processing and paying the APG Entities' several share of the unpaid portion of the liquidated value of APG Asbestos Trust Claims generally on an impartial, first-in-first-out ("**FIFO**") basis, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the applicable tort system.¹ To this end, this APG Asbestos TDP establishes a schedule of seven (7) asbestos-related diseases ("**Disease Levels**"), six (6) of which have presumptive medical and exposure requirements ("**Medical/Exposure Criteria**"), and specific liquidated values ("**Scheduled Values**"). The Disease Levels, Medical/Exposure Criteria, and Scheduled Values, which are set forth in Section 5.3 below, have all been selected and derived with the intention of achieving a fair allocation of the APG Asbestos Trust funds as among claimants suffering from different disease processes in light of the best available information considering the settlement history of the APG Entities and the rights claimants would have in the applicable tort system absent the bankruptcy. A claimant may not assert more than one (1) APG Asbestos Trust Claim hereunder, subject to the provisions set forth in Section 5.9 below.

2.2 Claims Liquidation Procedures. APG Asbestos Trust Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to Section 5.1(a)

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

below. The APG Asbestos Trust shall take all reasonable steps to resolve APG Asbestos Trust Claims as efficiently and expeditiously as possible at each stage of claims processing and arbitration, which steps may include, in the APG Asbestos Trust's sole discretion, conducting settlement discussions with claimants' representatives with respect to more than one claim at a time, provided that the claimants' respective positions in the FIFO Processing Queue are maintained and each claim is individually evaluated pursuant to the valuation factors set forth in Section 5.3(b)(3) below. The APG Asbestos Trust shall also make every effort to resolve each year at least that number of APG Asbestos Trust Claims required to exhaust the Maximum Annual Payment and the Maximum Available Payment for Category A and Category B claims, as those terms are defined below.

Except as provided below, the APG Asbestos Trust shall liquidate all APG Asbestos Trust Claims except Foreign Claims (as defined below) that meet the presumptive Medical/Exposure Criteria of Disease Levels I - IV, VI and VII under the Expedited Review Process described in Section 5.3(a) below. Claims that meet those Medical/Exposure Criteria shall be paid the Scheduled Value for the relevant Disease Level set forth in Section 5.3(a)(3) below. Claims involving Disease Levels I - IV, VI and VII that do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may undergo the APG Asbestos Trust's Individual Review Process described in Section 5.3(b) below. In such a case, notwithstanding that the claim does not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level, the APG Asbestos Trust can offer the claimant an amount up to the Scheduled Value of that Disease Level if the APG Asbestos Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system. Disease Level V (Lung Cancer 2) claims (as defined in Section 5.3(a)(3) below), Foreign Claims (as defined in

Section 5.3(b)(1) below) and Extraordinary and Exigent Hardship Claims (as defined in Section 5.4 below) may be liquidated² only pursuant to the APG Asbestos Trust's Individual Review Process.

All unresolved disputes over a claimant's medical condition, exposure history and/or the validity or liquidated value of the claim shall be subject to binding or non-binding arbitration as set forth in Section 5.10 below, at the election of the claimant, under the alternative dispute resolution procedures ("**ADR Procedures**") to be adopted by the APG Asbestos Trust as provided in Section 5.10 below. APG Asbestos Trust Claims that are the subject of a dispute with the APG Asbestos Trust that cannot be resolved by non-binding arbitration may enter the applicable tort system as provided in Sections 5.11 and 7.6 below. However, if and when a claimant obtains a judgment in the applicable tort system, the judgment shall be payable (subject to the applicable Payment Percentage Maximum Available Payment, and Claims Payment Ratio provisions set forth below) as provided in Section 7.7 below.

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

The Initial Payment Percentage (the "**Initial Payment Percentage**") for all APG Asbestos Trust Claims, including APG Asbestos Trust Voting Claims, shall be set by the APG

² For purposes of this APG Asbestos TDP, the term "**liquidated**" shall mean approved and valued by the APG Asbestos Trust.

Asbestos Trustee with the consent of the APG Asbestos Trust Advisory Committee (the “**APG Asbestos TAC**”), and the APG Asbestos Future Claimants Representative for Asbestos-Related Future Claimants (the “**APG Asbestos FCR**”) (who are described in Section 3.1 below) after the APG Asbestos Trust is established pursuant to the Plan. The Initial Payment Percentage shall be calculated on the assumption that the Scheduled Values set forth in Section 5.3(a)(3) will be achieved with respect to existing present claims and projected future claims involving Disease Levels I – VII. The term “**APG Asbestos Trust Voting Claims**” includes (i) Pre-Petition Liquidated APG Asbestos Trust Claims as defined in Section 5.2(a) below; (ii) claims filed against the APG Entities in the tort system or actually submitted to an APG Entity pursuant to an administrative settlement agreement prior to the Petition Date of February 14, 2002; and (iii) all claims filed against another defendant in the tort system prior to the date the Plan was filed with the Bankruptcy Court September 15, 2005 (the “**Plan Filing Date**”), provided, however, that the holder of a claim described in subsection (i), (ii) or (iii) above or his or her authorized agent, actually voted to accept or reject the Plan pursuant to the voting procedures established by the Bankruptcy Court, and provided further that the claim was subsequently filed with the APG Asbestos Trust pursuant to Section 6.1 below by the Initial Claims Filing Date defined in Section 5.1(a) below.

The Payment Percentage for APG Asbestos Trust Claims, excluding APG Asbestos Trust Voting Claims which will remain subject to the Initial Payment Percentage, may thereafter be adjusted upwards or downwards from time to time by the APG Asbestos Trust with the consent of the APG Asbestos TAC and the APG Asbestos FCR to reflect then-current estimates of the APG Asbestos Trust’s assets and its liabilities, as well as the then-estimated value of pending and future claims. Any adjustment to the 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 APG Asbestos TDP shall receive additional payments only as provided in Section 4.2 below. Because there is uncertainty in estimating the number and severity of future APG Asbestos Trust Claims that will be submitted to the APG Asbestos Trust, and the amount of the APG Asbestos Trust's assets over time, there is no guarantee as to any particular Payment Percentage or the precise amounts the APG Asbestos Trust will be able to distribute with respect to APG Asbestos Trust Claims during any particular time period.

2.4 APG Asbestos Trust's Determination of the Maximum Annual Payment and Maximum Available Payment. After calculating the Payment Percentage, the APG Asbestos Trust shall model the cash flow, principal and income year-by-year so that they will be utilized over the entire life of the APG Asbestos Trust to ensure that funds shall be available to treat all present and future holders of APG Asbestos Trust Claims as similarly as possible. In each year, based upon the model of cash flow, the APG Asbestos Trust shall be empowered to pay out the portion of its funds payable for that year according to the model (the "**Maximum Annual Payment**"). The APG Asbestos Trust's distributions to all claimants for that year shall not exceed the Maximum Annual Payment determined for that year. The Payment Percentage and the Maximum Annual Payment figures are based on projections over the lifetime of the APG Asbestos Trust. As noted in Section 2.3 above, if such long-term projections are revised, the Payment Percentage may be adjusted accordingly, which would result in a new model of the APG Asbestos Trust's anticipated cash flow and a new calculation of the Maximum Annual Payment figures.

However, year-to-year variations in the APG Asbestos Trust's flow of claims or the value of its assets, including earnings thereon, will not necessarily mean that the long-term projections are inaccurate; they may simply reflect normal variations, both up and down, from the smooth curve created by the APG Asbestos Trust's long-term projections. If, in a given year, however, asset values, including earnings thereon, are below projections, the APG Asbestos Trust may need to distribute less in that year than would otherwise be permitted based on the original Maximum Annual Payment derived from long-term projections. Accordingly, the original Maximum Annual Payment for a given year may be temporarily decreased if the present value of the assets of the APG Asbestos Trust as measured on a specified date during the year is less than the present value of the assets of the APG Asbestos Trust projected for that date by the cash flow model described in the foregoing paragraph. The APG Asbestos Trust may make such a comparison whenever the APG Asbestos Trustee becomes aware of any information that suggests that a comparison should be made, or, shall make such a comparison if requested to do so by the APG Asbestos TAC or the APG Asbestos FCR. If the APG Asbestos Trust determines that as of the date in question, the present value of the APG Asbestos Trust's assets is less than the projected present value of its assets for such date, then it will remodel the cash flow year-by-year to be paid over the life of the APG Asbestos Trust based upon the reduced value of the total assets as so calculated and identify the reduced portion of its funds to be paid for that year, which will become the "**Temporary Maximum Annual Payment**" (additional reductions in the Maximum Annual Payment can occur during the course of that year based upon subsequent calculations). If in any year the Maximum Annual Payment was temporarily reduced as a result of an earlier calculation and, based upon a later calculation, the difference between the projected present value of the APG Asbestos Trust's assets and the actual present value of its assets has

decreased, the Temporary Maximum Annual Payment shall be increased to reflect the decrease in the differential. In no event, however, shall the Temporary Maximum Annual Payment exceed the original Maximum Annual Payment. As a further safeguard, the APG Asbestos Trust's distribution to all claimants for the first nine (9) months of a year shall not exceed 85% of the Maximum Annual Payment determined for that year. If on December 31 of a given year, the original Maximum Annual Payment for such year is not in effect, the original Maximum Annual Payment for the following year shall be reduced proportionately.

In distributing the Maximum Annual Payment, the APG Asbestos Trust shall first allocate the amount in question to (a) outstanding Pre-Petition Liquidated APG Asbestos Trust Claims, (b) any APG Asbestos Trust Claims based on a diagnosis dated prior to the Effective Date that have been liquidated by the APG Asbestos Trust and (c) Exigent Hardship Claims (as defined in Section 5.4(b) below). Should the Maximum Annual Payment be insufficient to pay all such claims in full, they shall be paid in proportion to the aggregate value of each group of claims and the available funds allocated to each group of claims shall be paid to the maximum extent to claimants in the particular group based on their place in their respective FIFO Payment Queue. Claims in any group for which there are insufficient funds shall be carried over to the next year, and placed at the head of their FIFO Payment Queue. If there is a decrease in the Payment Percentage prior to the payment of such claims, any such claims shall nevertheless be entitled to be paid at the Payment Percentage that they would have been entitled to receive but for the application of the Maximum Annual Payment. The remaining portion of the Maximum Annual Payment (the "**Maximum Available Payment**"), if any, shall then be allocated and used to satisfy all other liquidated APG Asbestos Trust Claims, subject to the Claims Payment Ratio set forth in Section 2.5 below. In the event there are insufficient funds in any year to pay the

total number of outstanding Pre-Petition Liquidated APG Asbestos Trust Claims and/or APG Asbestos Trust Claims liquidated under the terms of this APG Asbestos TDP, the available funds allocated to such claims shall be paid to the maximum extent to claimants in the group based on their place in their respective FIFO Payment Queue. Pre-Petition Liquidated APG Asbestos Trust Claims and APG Asbestos Trust Claims liquidated under this APG Asbestos TDP for which there are insufficient funds shall in each case be carried over to the next year and placed at the head of their FIFO Payment Queue.

2.5 Claims Payment Ratio. Based upon APG Entities' claims settlement history and analysis of present and future claims, a Claims Payment Ratio has been determined which has been set at 70% for Category A claims, which consist of APG Asbestos Trust Claims involving severe asbestosis and malignancies (Disease Levels III – VII) that were unliquidated as of the Petition Date, and at 30% for Category B claims, which are APG Asbestos Trust Claims involving non-malignant Asbestosis or Pleural Disease (Disease Levels I and II) that were similarly unliquidated as of the Petition Date. The Claims Payment Ratio shall not apply to any Pre-Petition Liquidated APG Asbestos Trust Claims.

In each year, after the determination of the Maximum Available Payment described in Section 2.4 above, 70% of that amount shall be available to pay Category A claims and 30% shall be available to pay Category B claims that have been liquidated since the Petition Date; provided, however, that if the Maximum Annual Payment is reduced during the year pursuant to the provisions of Section 2.4 above, the amounts available to pay Category A claims and Category B claims shall be recalculated based on the adjusted Maximum Available Payment. In the event there are insufficient funds in any year to pay the liquidated claims within either or both of the Categories, the available funds allocated to the particular Category shall be paid to

the maximum extent to claimants in that Category based on their place in the FIFO Payment Queue described in Section 5.1(c) below, which shall be based upon the date of claim liquidation. Claims for which there are insufficient funds allocated to the relevant Category shall be carried over to the next year where they shall be placed at the head of the FIFO Payment Queue. If there is a decrease in the Payment Percentage prior to the payment of such claims, any such Released Claims (as defined in Section 4.3 below) shall nevertheless be entitled to be paid at the Payment Percentage that they would have been entitled to receive but for the application of the Claims Payment Ratio. If there are excess funds in either or both Categories, because there is an insufficient amount of liquidated claims to exhaust the respective Maximum Available Payment amount for that Category, then the excess funds for either or both Categories shall be rolled over and remain dedicated to the respective Category to which they were originally allocated. During the first nine months of a given year, the APG Asbestos Trust's payments to claimants in a Category shall not exceed the amount of any excess funds that were rolled over for such Category from the prior year plus funds borrowed as set forth below in the last sentence of the second full paragraph of this Section, plus 85% of the amount that would otherwise be available for payment to claimants in such Category. In addition to, and not in place of, the foregoing, if during the year there are excess funds in either Category A or Category B and a temporary insufficiency of funds in the other Category to pay such claims in that Category that are to be paid, the APG Asbestos Trustee, with the consent of the APG Asbestos TAC and the APG Asbestos FCR, may borrow an agreed upon amount from the Category with excess funds which shall be re-paid in the first quarter of the next calendar year.

The 70%/30% Claims Payment Ratio and its rollover provision shall apply to all APG Asbestos Trust Voting Claims except Pre-Petition Liquidated APG Asbestos Trust Claims. The

initial 60%/40% Claims Payment Ratio shall not be amended until the fifth anniversary of the Effective Date. Thereafter, both the Claims Payment Ratio and its rollover provision shall be continued absent circumstances, such as a significant change in law or medicine, necessitating amendment to avoid a manifest injustice. However, the accumulation, rollover and subsequent delay of claims resulting from the application of the Claims Payment Ratio, shall not, in and of itself, constitute such circumstances. Nor may an increase in the number of Category B claims beyond those predicted or expected be considered as a factor in deciding whether to reduce the percentage allocated to Category A claims.

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

funds expended from either Category. The APG Asbestos Trustee shall provide the APG Asbestos TAC and the APG Asbestos FCR with the Permitted Transfer Amount calculation thirty (30) days prior to making a transfer.

In considering whether to make any amendments to the Claims Payment Ratio and/or its rollover provisions, the APG Asbestos Trustee shall consider the reasons for which the Claims Payment Ratio and its rollover provisions were adopted, the settlement history that gave rise to its calculation, and the foreseeability or lack of foreseeability of the reasons why there would be any need to make an amendment. In that regard, the APG Asbestos 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 may be made without the consent of the APG Asbestos TAC and the APG Asbestos FCR pursuant to the consent process set forth in Sections 5.7(b) and 6.6(b) of the APG Asbestos Trust Agreement. However, the APG Asbestos Trustee, with the consent of the APG Asbestos TAC and the APG Asbestos FCR, may offer the option of a reduced Payment Percentage to holders of claims in either Category A or Category B in return for prompter payment (the “**Reduced Payment Option**”).

Notwithstanding any other provision herein, commencing in calendar year 2019, the APG Asbestos Trust shall cease enforcing the Claims Payment Ratio provisions in this APG Asbestos TDP subject to the ability of the Trustee, any member of the APG Asbestos TAC, or the APG Asbestos FCR to reinstate the enforcement of the provisions in the manner provided below. During the time when the APG Asbestos Trust is not enforcing the Claims Payment Ratio, it shall continue to track and maintain records regarding the funds allocated to Category A and to Category B and the payment and approval of claims with respect thereto.

Within thirty (30) days following the end of each calendar year during which the APG Asbestos Trust is not enforcing the Claims Payment Ratio, the APG Asbestos Trust shall provide to the APG Asbestos TAC and the APG Asbestos FCR a report showing (a) the amount of money allocated to Category A and to Category B for the prior year, (b) the amounts paid with respect to claims during such year that would have been subject to the Claims Payment Ratio in each Category and (c) the amounts approved for payment (but not yet paid) as of December 31 of such year with respect to claims that would have been subject to the Claims Payment Ratio in each Category, with such amounts broken down between those claims for which offers were outstanding as of December 31 of such year and those for which offers had not yet been made as of such date. Each member of the APG Asbestos TAC and the APG Asbestos FCR shall then have fifteen (15) days from his or her date of receipt of the report to notify the APG Asbestos Trust that he or she is exercising his or her right to have the APG Asbestos Trust begin enforcing the Claims Payment Ratio effective as of January 1 of the then current calendar year. In addition, the Trustee shall have fifteen (15) days from the date the APG Asbestos Trust sends the report to the APG Asbestos TAC and the APG Asbestos FCR to exercise his right to reinstate the enforcement of the Claims Payment Ratio effective as of January 1 of the then current calendar year. If the Trustee exercises his right or if the APG Asbestos Trust receives a reinstatement notice from any APG Asbestos TAC member or the APG Asbestos FCR, the APG Asbestos Trust shall immediately begin enforcing the Claims Payment Ratio. If the enforcement of the Claims Payment Ratio is reinstated, all provisions of this APG Asbestos TDP relating to the Claims Payment Ratio shall be in effect, including the provisions relating to the Permitted Transfer Amount and borrowing, but any deficits from the prior year in either Category shall be

ignored and any rollover amounts shall be allocated between the two Categories based upon the Claims Payment Ratio.

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

SECTION 3

APG Asbestos TDP Administration

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

3.2 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the APG Asbestos Trustee shall provide written notice to the

APG Asbestos TAC and the APG Asbestos FCR of the specific amendment or other action that is proposed. The APG Asbestos Trustee shall not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process described in Sections 5.7(a) and 6.6(a), or the Consent Process described in Sections 5.7(b) and 6.6(b) of the APG Asbestos Trust Agreement, respectively.

SECTION 4

Payment Percentage; Periodic Estimates

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

4.2 Computation of Payment Percentage. As provided in Section 2.3 above, the Initial Payment Percentage shall be set by the APG Asbestos Trustee, with the consent of the APG Asbestos TAC and the APG Asbestos FCR, after the APG Asbestos Trust is established and sufficient information is available concerning the anticipated assets and liabilities of the APG Asbestos Trust over its lifetime. The Initial Payment Percentage shall thereafter be subject to change pursuant to the terms of this APG Asbestos TDP and the APG Asbestos Trust

Agreement if the APG Asbestos Trustee, with the consent of the APG Asbestos TAC and the APG Asbestos FCR, determines that an adjustment is required.

No less frequently than once every three (3) years, commencing on the date that is three (3) years plus six (6) months after the Effective Date, the APG Asbestos Trustee shall re-evaluate the Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration and with the consent of the APG Asbestos TAC and the APG Asbestos FCR, change the Payment Percentage as necessary. The APG Asbestos Trustee may, at his or her sole discretion, reconsider the Payment Percentage at shorter intervals if he or she deems such reconsideration to be appropriate or if requested to do so by the APG Asbestos TAC or the APG Asbestos FCR.

The APG Asbestos Trustee must base his or her determination of the Payment Percentage on current estimates of the number, types, and values of present and future APG Asbestos Trust Claims, the value of the assets available over the life of the APG 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 APG Asbestos Trust Claims. When making these determinations, the APG Asbestos Trustee shall exercise common sense and flexibly evaluate all relevant factors. The Payment Percentage applicable to Category A or Category B claims may not be reduced to alleviate delays in payments of claims in the other Category; both Categories of claims shall receive the same Payment Percentage, but the payment may be deferred as needed, and a Reduced Payment Option may be instituted as described in Section 2.5 above.

There is uncertainty surrounding the amount of the APG Asbestos' Trust's future assets, the totality of the APG Asbestos Trust Claims to be filed against and paid by the APG Asbestos

Trust over time, and the extent to which changes in existing federal, state and/or foreign law could affect the APG Asbestos Trust's liabilities under this APG Asbestos TDP. If the value of the APG Asbestos Trust's future assets increases significantly and/or if the value or volume of APG Asbestos Trust Claims actually filed with the APG Asbestos Trust is significantly lower than originally estimated for an extended period of time, the APG Asbestos Trust shall use such unanticipated increase in assets first to maintain the Payment Percentage then in effect.

If the APG Asbestos Trustee, with the consent of the APG Asbestos TAC and the APG Asbestos FCR, determines to increase the Payment Percentage, including the Initial Payment Percentage, due to a material change in the actual amounts or estimates of the APG Asbestos Trust's future assets and/or liabilities, the APG Asbestos Trustee shall also make supplemental payments to all claimants who previously liquidated their claims against the APG 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 (excluding the portion of such previously paid amounts that was attributable to any sequencing adjustment paid pursuant to Section 7.5 below).

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

4.3 Applicability of the Payment Percentage. Except as set forth in Section 4.2 above with respect to supplemental payments, no holder of an APG Asbestos Trust Claim shall receive a payment that exceeds an amount equal to the applicable Payment Percentage times the liquidated value of the claim. Except as set forth in Section 4.2 with respect to supplemental payments and as otherwise provided (a) in Section 5.1(c) below for APG Asbestos Trust Claims involving deceased or incompetent claimants for which the APG Asbestos Trust's offer must be approved by a court or through a probate process and (b) in the paragraph below with respect to Released Claims (as defined below), no holder of any other APG Asbestos Trust Claim shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time of payment; provided, however, that if there is a reduction in the Payment Percentage, the APG Asbestos Trustee, in his or her sole discretion, may cause the APG Asbestos Trust to pay an APG Asbestos Trust Claim based on the Payment Percentage that was in effect prior to the reduction if such APG Asbestos Trust Claim was filed and actionable with the APG Asbestos Trust at least ninety (90) days before the date the APG Asbestos Trustee proposed the new Payment Percentage in writing to the APG Asbestos TAC and the APG Asbestos FCR (the "**Proposal Date**") and the processing of such claim was unreasonably delayed due to circumstances beyond the control of the APG Asbestos Trust Claimant or the APG Asbestos Trust Claimant's counsel, but only if such claim had no deficiencies for the ninety (90) days prior to the Proposal Date.

If the APG Asbestos Trustee has proposed in writing to the APG Asbestos TAC and the APG Asbestos FCR a change in the Payment Percentage but such change has not yet been adopted, the APG Asbestos Trust's payments to claimants shall be calculated using the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed

Payment Percentage is the lower amount but is not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage is the higher amount and is subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount.

Notwithstanding anything contained herein, if the proposed Payment Percentage is lower than the current Payment Percentage, a claimant whose APG Asbestos Trust Claim was liquidated prior to the Proposal Date and who either (a) transmitted³ an executed release to the APG Asbestos Trust prior to the Proposal Date or (b) with respect to those claimants who had received releases fewer than thirty (30) days prior to the Proposal Date, transmitted an executed release to the APG Asbestos Trust within thirty (30) days of the claimant's receipt of the release (the claims described in (a) and (b) are collectively referred to herein as the "**Released Claims**") shall be paid based on the current Payment Percentage (the "**Released Claims Payment Percentage**"). For purposes hereof, (a) a claimant represented by counsel shall be deemed to have received a release on the date that the claimant's counsel receives the release, (b) if the APG Asbestos Trust transmitted a release electronically, the release shall be deemed to have been received on the date the APG Asbestos Trust transmits the offer notification, and (c) if the APG Asbestos Trust places the release in the U.S. mail, postage prepaid, the release shall be deemed to have been received three (3) business days after such mailing date. A delay in the payment of the Released Claims for any reason, including delays resulting from limitations on payment amounts in a given year pursuant to Sections 2.4 and 2.5 hereof, shall not affect the

³ For purposes of this sentence, "**transmitted**" is defined as the date postmarked if submitted by mail or the date and time uploaded if submitted electronically.

rights of the holders of the Released Claims to be paid based on the Released Claims Payment Percentage.

SECTION 5

Resolution of APG Asbestos Trust Claims.

5.1 Ordering, Processing and Payment of Claims.

5.1(a) Ordering of Claims.

5.1(a)(1) Establishment of the FIFO Processing Queue. The APG Asbestos Trust shall order APG Asbestos Trust Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “**FIFO Processing Queue**”). For all claims filed on or before the date six (6) months after the date the APG Asbestos Trust first makes available the proof of claim forms and other claims materials required to file a claim with the APG Asbestos Trust (such six-month date being referred to herein as the “**Initial Claims Filing Date**”), a claimant’s position in the FIFO Processing Queue shall be determined as of the earliest of (i) the date (if any) prior to the Petition Date that the specific claim was either filed against an APG Entity in the tort system or was actually submitted to an APG Entity pursuant to an administrative settlement agreement; (ii) the date before the Petition Date that the specific claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with an APG Entity; (iii) the date (if any) after the Petition Date but before the Initial Claims Filing Date that the claim was filed against another defendant in the tort system; (iv) the date (if any) after the Petition Date but before the Effective Date that a proof of claim was filed by the claimant against an APG Entity in GIT’s Chapter 11 proceeding; (v) the date a ballot was submitted on behalf of the claimant for purposes of voting to accept or reject the Plan pursuant to the voting procedures

approved by the Bankruptcy Court; or (vi) the date after the Effective Date but on or before the Initial Claims Filing Date that the claim was filed with the APG Asbestos Trust.

Following the Initial Claims Filing Date, the claimant's position in the FIFO Processing Queue shall be determined by the date the claim is filed with the APG 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 claims are filed and diagnosed on the same date, the claimant's position in the FIFO Processing Queue shall be determined by the date of the claimant's birth, with older claimants given priority over younger claimants.

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

If an APG Asbestos Trust Claim meets any of the tolling provisions described in the preceding sentence and the claim was not barred by the applicable federal, state, or foreign

statutes of limitations or repose at the time of the tolling event, it shall be treated as timely filed if it is actually filed with the APG Asbestos Trust within three (3) years after the Initial Claims Filing Date. In addition, any claims that were first diagnosed after the Petition Date, irrespective of the application of any relevant federal, state, or foreign statutes of limitations or repose, must be filed with the APG 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, unless the applicable statute of limitations in the Claimant's Jurisdiction (as defined in Section 5.3(b)(3) below) is longer than three (3) years, in which case the claim must be filed within the time period prescribed by the statute of limitations of the Claimant's Jurisdiction in effect at the time of the filing with the APG Asbestos Trust.. However, the processing of any APG Asbestos Trust Claim by the APG Asbestos Trust may be deferred at the election of the claimant pursuant to Section 6.3 below.

5.1(b) Notice of Impending Processing of Claims. As a general practice, the APG Asbestos Trust shall review its claims files on a regular basis and notify all claimants whose claims are likely to come up in the FIFO Processing Queue in the near future. However, claims that were not filed (i) against an APG Entity in the tort system or actually submitted to an APG Entity pursuant to an administrative settlement agreement prior to the Petition Date, or (ii) against another defendant in the tort system prior to the Plan Filing Date, shall not be processed until after the Initial Claims Filing Date.

5.1(c) Payment of Claims. APG Asbestos Trust Claims that have been liquidated by the Expedited Review Process as provided in Section 5.3(a) below, by the Individual Review Process as provided in Section 5.3(b) below, by arbitration as provided in Section 5.10 below, or by litigation in the tort system provided in Section 5.11 below, shall be

paid in FIFO order based on the date their liquidation became final (the “**FIFO Payment Queue**”), all such payments being subject to the applicable Payment Percentage, the Maximum Available Payment, the Claims Payment Ratio, and sequencing adjustment provided for in Section 7.5 below, except as otherwise provided herein. Pre-Petition Liquidated APG Asbestos Trust Claims, as defined in Section 5.2 below, shall be subject to the Maximum Annual Payment and Payment Percentage limitations, but not the Maximum Available Payment and Claims Payment Ratio provisions set forth herein.

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

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

5.2 Resolution of Pre-Petition Liquidated APG Asbestos Trust Claims.

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

The liquidated value of a Pre-Petition Liquidated APG Asbestos Trust Claim shall be the APG Entities’ share of the unpaid portion of the amount agreed to in the binding settlement agreement, the unpaid portion of the amount awarded by the jury verdict or non-final judgment, or the unpaid portion of the amount of the final judgment, as the case may be, plus the greater of (i) a sequencing adjustment pursuant to Section 7.5(c) below, or (ii) interest, if any, that has accrued on that amount in accordance with the terms of the agreement, if any, or under applicable state law for settlements or judgments as of the Petition Date; however, except as otherwise provided in Section 7.4 below, the liquidated value of a Pre-Petition Liquidated APG Asbestos Trust Claim shall not include any punitive or exemplary damages. In the absence of a Final Order of the Bankruptcy Court determining whether a settlement agreement is binding and judicially enforceable, a dispute between the claimant and the APG Asbestos Trust over this issue shall be resolved pursuant to the same procedures in this APG Asbestos TDP that are provided for resolving the validity and/or liquidated value of an APG Asbestos Trust Claim (i.e., arbitration and litigation in the tort system as set forth in Sections 5.10 and 5.11 below).

Pre-Petition Liquidated APG Asbestos Trust Claims shall be processed and paid in accordance with their order in a separate FIFO queue to be established by the APG Asbestos Trust based on the date the APG Asbestos Trust received a completed proof of claim form with all required documentation for the particular claim; provided, however, the amounts payable with respect to such claims shall not be subject to or taken into account in consideration of the Claims Payment Ratio and the Maximum Available Payment, but shall be subject to the Maximum Annual Payment and Payment Percentage provisions set forth above. If any Pre-Petition Liquidated APG Asbestos Trust Claims were filed on the same date, the claimants' position in the FIFO queue for such claims shall be determined by the date on which the claim was liquidated. If any Pre-Petition Liquidated APG Asbestos Trust Claims were both filed and liquidated on the same dates, the position of those claimants in the FIFO queue shall be determined by the dates of the claimants' birth, with older claimants given priority over younger claimants.

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

5.3 Resolution of Unliquidated APG Asbestos Trust Claims. Within six (6) months after the establishment of the APG Asbestos Trust, the APG Asbestos Trustee, with the consent of the APG Asbestos TAC and the APG Asbestos FCR, shall adopt procedures for reviewing and liquidating all unliquidated APG Asbestos Trust Claims, which shall include

deadlines for processing such claims. Such procedures shall also require that claimants seeking resolution of unliquidated APG Asbestos Trust Claims must first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 below. It is anticipated that the APG Asbestos Trust shall provide an initial response to the claimant within six (6) months of receiving the proof of claim form.

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

Upon filing of a valid proof of claim form with the required supporting documentation, the claimant shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.1(a) above. When the claim reaches the top of the FIFO Processing Queue, the APG Asbestos Trust shall process and liquidate the claim based upon the medical/exposure evidence submitted by the claimant.

The United States Gypsum Asbestos Personal Injury Settlement Trust (“**USG Trust**”) provides for the resolution of asbestos-related personal injury and death claims caused by conduct of, and/or exposure to products for which, A.P. Green Industries, Inc., A.P. Green Refractories Co. or any of their affiliates or predecessors to the extent such predecessors are listed in Exhibit I.A.96 of the Joint Plan of Reorganization of USG Corporation and its Debtor Subsidiaries, dated as of March 27, 2006, have legal responsibility to the extent such conduct occurred prior to January 2, 1968 and/or the legal responsibility arose prior to such date

(“USG/A.P. Green Claims”). For the avoidance of doubt, the payment of any USG/A.P. Green Claims by the USG Trust (“Paid USG/A.P. Green Claims”) shall not bar any APG Asbestos Trust Claim based on the same exposure or conduct, and Paid USG/A.P. Green Claims shall be processed and paid by the APG Asbestos Trust in the same manner as all other unliquidated APG Asbestos Trust Claims, except that proof by a claimant, the sufficiency of which shall be determined by the APG Asbestos Trust in its sole discretion, that the claimant holds a Paid USG/A.P. Green Claim may be sufficient to establish that the APG Asbestos Trust Claim meets the Medical/Exposure Criteria for the applicable Disease Level.

5.3(a) Expedited Review Process.

5.3(a)(1) In General. The APG Asbestos Trust’s Expedited Review Process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all APG Asbestos Trust Claims (except those involving - Disease Level V (Lung Cancer 2) Claims, Foreign Claims, and Extraordinary Claims and Exigent Hardship Claims, which shall only be processed under the APG Asbestos Trust’s Individual Review Process as provided below) where the claim can easily be verified by the APG Asbestos Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides claimants with a substantially less burdensome process for pursuing APG Asbestos Trust Claims than does the Individual Review Process described in Section 5.3(b) below. Expedited Review is also intended to provide qualifying claimants a fixed claim value.

Thus, claims that undergo Expedited Review and meet the presumptive Medical/Exposure Criteria for the relevant Disease Level shall be approved for payment based on the Scheduled Value for such Disease Level set forth in Section 5.3(a)(3) below. However, all claims liquidated by Expedited Review shall be subject to the Payment Percentage in effect at

the time the payment is made (except as provided in Section 4.3 above), the Maximum Available Payment, and the Claims Payment Ratio limitations set forth herein. Claimants holding claims that cannot be liquidated by Expedited Review because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may elect the APG Asbestos Trust's Individual Review Process set forth in Section 5.3(b) below.

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

5.3(a)(2) Claims Processing Under Expedited Review. All claimants seeking liquidation of their APG Asbestos Trust Claims pursuant to Expedited Review shall file the APG Asbestos Trust's proof of claim form. As a proof of claim form is reached in the FIFO Processing Queue, the APG Asbestos Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one (1) of the six (6) Disease Levels that must be processed under the Expedited Review Process, and shall advise the claimant of its determination. If the APG Asbestos Trust determines that a claim meets the Medical/Exposure Criteria for a Disease Level, the APG Asbestos Trust shall tender to the claimant an offer of payment in the amount of the Scheduled Value for the relevant Disease Level, subject to the Payment Percentage in effect at the time payment is made, together with a form of release approved by the APG Asbestos Trust. If the claimant accepts the Scheduled Value and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the APG Asbestos Trust shall disburse payment subject to the limitations of the Maximum Available Payment and Claims Payment Ratio, if any. If the claim does not meet the

requirements for a Disease Level categorization, the claimant may seek Individual Review of the claim, in which case the APG Asbestos Trust may offer the claimant an amount up to the Scheduled Value for the claim if the claim is otherwise valid and cognizable in the tort system.

5.3(a)(3) Disease Levels, Scheduled Values and Medical/Exposure Criteria. The seven (7) Disease Levels covered by this APG Asbestos TDP, together with the Medical/Exposure Criteria for each and the Scheduled Values for the six (6) Disease Levels eligible for Expedited Review, are set forth below. These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all APG Asbestos Trust Claims, including APG Asbestos Trust Voting Claims filed with the APG Asbestos Trust (except Pre-Petition APG Asbestos Liquidated Claims) on or before the Initial Claims Filing Date provided in Section 5.1 above. Thereafter, for purposes of administering the Expedited Review Process and with the consent of the APG Asbestos TAC and the APG Asbestos FCR, the APG Asbestos Trustee may add to, change, or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values, or Medical/Exposure Criteria; or determine that a novel or exceptional asbestos personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then current Disease Levels. In addition, the APG Asbestos Trust annually shall adjust the Scheduled Value amounts for inflation based on the Consumer Price Index for All Urban Consumers (“CPI-U”) published by the United States Department of Labor, Bureau of Labor Statistics. Each time such Scheduled Values are increased or decreased in accordance therewith, such values shall be deemed to be the Scheduled Values for all purposes of this APG Asbestos TDP.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VII)	\$130,000	(1) Diagnosis ⁴ of mesothelioma; and (2) APG Exposure (as defined in Section 5.7(b)(3) below).
Lung Cancer 1 (Level VI)	\$ 47,000	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease ⁵ , (2) six months APG Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos (as defined in Section 5.7(b)(2) below), and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

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

⁵ Evidence of “**Bilateral Asbestos-Related Nonmalignant Disease**” for purposes of meeting the criteria for establishing Disease Levels I, II, IV, and VI, means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale or, (ii) (x) a chest X-ray read by a qualified B reader or other Qualified Physician, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (*e.g.*, an ILO report, a written radiology report or a pathology report). Solely for claims filed against an APG Entity or another asbestos defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest x-ray or a CT scan read by a Qualified Physician or, (ii) pathology, showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with or compatible with a diagnosis of asbestos-related disease shall be evidence of a Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Disease Levels I, II, IV and VI. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “**Asbestos-associated Diseases**,” Vol. 106, No. 11, App. 3 (October 8, 1982). For all purposes of this APG Asbestos TDP, a “**Qualified Physician**” is a physician who is board-certified (or in the case of Canadian Claims or Foreign Claims, a physician who is certified or qualified under comparable medical standards or criteria of the jurisdiction in question) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine, or occupational medicine; provided, however, subject to the provisions of Section [5.8], that the requirement for board certification in this provision shall not apply to otherwise qualified physicians whose X-ray and/or CT scan readings are submitted for deceased holders of APG Asbestos Trust Claims.

Lung Cancer 2 (Level V)

None

(1) Diagnosis of a primary lung cancer; (2) APG Exposure prior to December 31, 1982, and (3) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

Lung Cancer 2 (Level V) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer 1 (Level VI) claims. All claims in this Disease Level shall be liquidated pursuant to the APG Asbestos Trust's Individual Review Process. Individual Review awards for this category will be capped at a maximum value of \$15,000, unless the claim qualifies for Extraordinary Claim treatment (as described in Section 5.4(a) below).

Level V claims that show no evidence of either an underlying Bilateral Asbestos-Related Non-malignant Disease or Significant Occupational Exposure may undergo Individual Review, although it is not expected that such claims shall be treated as having any significant value, especially if the claimant does not qualify as a Non-Smoker.⁶ In any event, no presumption of validity

⁶ There is no distinction between Non-Smokers and Smokers for either Lung Cancer 1 (Level VI) or Lung Cancer 2 (Level V), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VI) (evidence of an underlying Bilateral Asbestos-Related 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 APG Asbestos Trust. In such a case, absent circumstances that would otherwise reduce the value of the claim, it is anticipated that the liquidated value of the claim might well exceed the \$47,000 Scheduled Value for Lung Cancer 1 (Level VI) shown above. “**Non-Smoker**” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

shall be available for any claims in this category.

Other Cancer (Level IV) \$22,000

(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 APG Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.

Severe Asbestosis (Level III) \$22,000

(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestos, plus (a) TLC less than 65%, or (b) FVC less than 65% and FEV1/FVC ratio greater than 65%, (2) six months APG Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.

Asbestosis/
Pleural Disease (Level II) \$8,300

(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease, plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%, and (2) six months APG Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.

Asbestosis/ Pleural Disease (Level I)	\$2,750	(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, and (2) six months APG Exposure prior to December 31, 1982, and (3) five years cumulative occupational exposure to asbestos.
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5.3(b) Individual Review Process

5.3(b)(1) In General. Subject to the provisions set forth below, a claimant holding an APG Asbestos Trust Claim involving Disease Level I-IV or VI-VII may elect to have his or her claim reviewed for purposes of determining whether the claim would be cognizable and valid in the applicable tort system under the law and procedure of the Claimant’s Jurisdiction, as defined in Section 5.3(b)(2) below, even though it does not meet the presumptive Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.3(a)(3) above. In addition, holders of Disease Level V (Lung Cancer 2) Claims, Foreign Claims, and Extraordinary Claims are required to liquidate the value of those claims pursuant to the APG Asbestos Trust’s Individual Review Process. The Individual Review Process is also required to determine whether an APG Asbestos Trust Claim is eligible to be treated as an Exigent Hardship, in which case the claim will be processed, liquidated and paid pursuant to all other applicable provisions of this APG Asbestos TDP.

The liquidated value of all Foreign Claims payable under this APG Asbestos TDP shall be established only under the APG Asbestos Trust’s Individual Review Process. APG Asbestos Trust Claims of individuals exposed in Canada who were resident in Canada when such claims were filed (“**Canadian Claims**”) shall not be considered Foreign Claims hereunder and shall be eligible for liquidation under the Expedited Review Process. Accordingly, a “**Foreign Claim**” is an APG Asbestos Trust Claim with respect to which the claimant’s exposure to an asbestos-

containing product for which an APG Entity has legal responsibility occurred outside of the United States and its Territories and Possessions, and outside of the Provinces and Territories of Canada.

In reviewing Foreign Claims, the APG Asbestos Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Claimant's Jurisdiction as defined in Section 5.3(b)(3) below (including by reference to appropriate written expert or other evidence from the Claimant's Jurisdiction). The APG Asbestos Trust shall determine the validity and/or value of a Foreign Claim, including whether the claim has been paid, satisfied, settled, released, waived or otherwise discharged, based on such rules. The APG Asbestos Trust shall determine the liquidated value of valid Foreign Claims based on historical settlements and verdicts in the Claimant's Jurisdiction, the other valuation factors set forth in Section 5.3(b)(3) below and any matrices and methodologies developed pursuant to the provisions of this Section 5.3(b)(1).

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

In taking into account the relevant procedural and substantive legal rules of the foreign jurisdiction, the APG Asbestos Trust may use reliable sources and data to develop methodologies for the APG Asbestos Trust's use in evaluating the validity of and valuing Foreign Claims with respect to such foreign jurisdiction. The APG Asbestos Trust with the consent of the APG Asbestos TAC and the APG Asbestos FCR, may also establish separate valuation matrices for any such Foreign Claims based on such sources and data.

5.3(b)(2) Review of Medical/Exposure Criteria. The APG Asbestos Trust's Individual Review Process provides a claimant with an opportunity for individual consideration and evaluation of an APG Asbestos Trust Claim that fails to meet the presumptive Medical/Exposure Criteria for Disease Levels I – IV, or VI – VII. In such a case, the APG Asbestos Trust shall either deny the claim, or, if the APG Asbestos Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the applicable tort system under the law and procedure of the Claimant's Jurisdiction, as defined in Section 5.3(b)(3) below, the APG Asbestos Trust can offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value set forth in that provision for such a claim.

5.3(b)(3) Valuation Factors To Be Considered in the Individual Review Process. Claimants holding claims involving Disease Level V (Lung Cancer 2), Foreign Claims and Extraordinary Claims are required 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 such claim multiplied by the Payment Percentage in effect at the time payment is made; however, the liquidated value of

any APG Asbestos Trust Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. The APG Asbestos Trust shall liquidate the value of each APG Asbestos Trust Claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the Claimant's Jurisdiction for the same Disease Level. The APG Asbestos Trust shall thus take into consideration all of the factors that affect the severity of damages and values under the law and procedure of the Claimant's Jurisdiction, including, but not limited to (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) evidence that the claimant's damages were (or were not) caused by asbestos exposure, including exposure to an asbestos-containing product or to conduct prior to December 31, 1982, for which an APG Entity has legal responsibility (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; and (v) settlements and verdict histories and other law firms' experience in the tort system or other foreign claims resolution system of the Claimant's Jurisdiction for similarly situated claims; and (vi) settlement and verdict histories for the claimant's law firm for similarly situated claims, including all cases where the claimant's law firm satisfies the APG Asbestos Trust on the basis of clear and convincing evidence provided to the APG Asbestos Trust that the claimant's law firm played a substantial role in the prosecution and resolution of the cases, such as actively participating in court appearances, discovery and/or trial of the cases, irrespective of whether a second law firm was also involved and would also be entitled to include the cases in its "settlement and verdict histories." For the avoidance of doubt, mere referral of a case, without

further direct involvement, will not be viewed as having played a substantial role in the prosecution and resolution of a case. In liquidating the value of an APG Asbestos Trust Claim that undergoes Individual Review, the APG Asbestos Trust shall treat a claimant as living if the claimant was alive at the time the initial pre-petition complaint was filed or the proof of claim form was filed with the APG Asbestos Trust even if the claimant has subsequently died.

For these purposes, the “**Claimant’s Jurisdiction**” is the jurisdiction in which the claim was filed (if at all) against an APG Entity in the tort system or other foreign claims resolution system prior to the Petition Date. If the claim was not filed against an APG Entity in the tort system or other foreign claims resolution system prior to the Petition Date, the claimant may elect as the Claimant’s Jurisdiction either (i) the jurisdiction in which the claimant is domiciled at the time of diagnosis or when the claim is filed with the APG Asbestos Trust; or (ii) the jurisdiction in which the claimant experienced exposure to an asbestos-containing product for which an APG Entity has legal responsibility.

With respect to the “Claimant’s Jurisdiction” in the event a personal representative or authorized agent makes a claim under the APG Asbestos TDP for wrongful death with respect to which the governing law of the Claimant’s Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant’s Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to this Section 5.3(b)(3) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the APG Asbestos Trust and the claimant, and, to

the extent the APG Asbestos Trust seeks recovery from any entity that provided insurance coverage to an APG Entity, the Alabama Wrongful Death Statute shall govern.

5.3(b)(4) Claims Processing under Individual Review. At the conclusion of the Individual Review Process, the APG Asbestos Trust shall: (i) determine the liquidated value, if any, of the claim, and (ii) advise the claimant of its determination. If the APG Asbestos Trust establishes a liquidated value, it shall tender to the claimant an offer of payment of the determined liquidated value, subject to the Payment Percentage in effect at the time of payment, together with a form of release approved by the APG Asbestos Trust. If the claimant accepts such offer, including such liquidated value, and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the APG Asbestos Trust shall make payment on the claim subject to the applicable Payment Percentage, the Maximum Available Payment the Claims Payment Ratio, and the sequencing adjustment provided for in Section 7.5 below, except as otherwise provided herein.

5.4 Categorizing Claims as Extraordinary and/or Exigent Hardship

5.4(a) Extraordinary Claims. “Extraordinary Claim” means an APG Asbestos Trust Claim that otherwise satisfies the Medical Criteria for Disease Levels I – VII , and that is held by a claimant whose exposure to asbestos (i) occurred predominately as the result of working in a manufacturing facility of an APG Entity during a period in which an APG Entity was manufacturing asbestos-containing products at that facility, or (ii) was at least 75% the result of exposure to asbestos-containing product or to conduct for which an APG Entity has legal responsibility, and in either case there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to a maximum extraordinary value of five (5) times the Scheduled

Value set forth in Section 5.3(a)(3) above for claims qualifying for Disease Levels I – IV or VI – VII, unless the claim involves Disease Level V (Lung Cancer 2), in which case the claimant shall receive five times the liquidated value of the claim determined pursuant to the Individual Review Process multiplied by the Payment Percentage in effect at the time of payment.

Any dispute as to Extraordinary Claim status shall be submitted to a special Extraordinary Claims Panel established by the APG Asbestos Trust with the consent of the APG Asbestos TAC and the APG Asbestos FCR. 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 APG Asbestos Trust's FIFO Payment Queue ahead of all other APG Asbestos Trust Claims, except Pre-Petition Liquidated APG Asbestos Trust Claims and Exigent Hardship Claims, based on its date of liquidation and shall be paid subject to the Maximum Available Payment, Maximum Annual Payment, and Claims Payment Ratio described above.

5.4(b) Exigent Hardship Claims. At any time the APG Asbestos Trust may liquidate and pay pursuant to the Individual Review Process those APG Asbestos Trust Claims that qualify as Exigent Hardship Claims as defined below. Such claims may be considered separately no matter what the order of processing otherwise would have been under this APG Asbestos TDP. An Exigent Hardship Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated APG Asbestos Trust Claims except Pre-Petition Liquidated APG Asbestos Trust Claims, and shall be subject to the Maximum Annual Payment and Claims Payment Ratio described above. An APG Asbestos Trust Claim qualifies for payment as an “**Exigent Hardship Claim**” if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level III) or an asbestos-related malignancy (Disease Levels IV –

VII) claim, and the APG Asbestos Trust, in its sole discretion, determines (i) that the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available income, and (ii) that there is a causal connection between the claimant's dire financial condition and the claimant's asbestos-related disease.

5.5 Secondary Exposure Claims. If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant may seek either Expedited Review of his or her claim pursuant to Section 5.3(a) above or Individual Review of his or her claim pursuant to Section 5.3(b) above. In either case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under this APG Asbestos TDP that would have been applicable had that person filed a direct claim against the APG Asbestos Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the seven (7) Disease Levels described in Section 5.3(a)(3) above or an asbestos-related disease otherwise compensable under this APG Asbestos TDP, that his or her own exposure to the occupationally exposed person occurred within the same time frame that the occupationally exposed person was exposed to an asbestos-containing product or conduct for which an APG Entity has legal responsibility, and that such secondary exposure was a cause of the claimed disease. All other liquidation and payment rights and limitations under this APG Asbestos TDP shall be applicable to such claims.

5.6 Indirect Asbestos Trust Claims. Indirect Asbestos Trust Claims asserted against the APG Asbestos Trust shall be paid by the APG Asbestos Trust, subject to the applicable Payment Percentage, if (a) such claim satisfied the requirements of the Bar Date for such claims established by the Bankruptcy Court, if applicable, and is not otherwise disallowed by Section 502(e) of the Code or subordinated under Section 509(c) of the Code, and (b) the

holder of such claim (the “**Indirect Claimant**”) establishes to the satisfaction of the APG Asbestos Trustee that (i) the Indirect Claimant has paid in full the liability and obligation of the APG Asbestos Trust to the individual claimant to whom the APG Asbestos Trust would otherwise have had a liability or obligation under this APG Asbestos TDP (the “**Direct Claimant**”) (and which has not been paid by APG Asbestos Trust), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the APG Asbestos 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 APG Asbestos Trust superior to the rights of the related Direct Claimant against the APG Asbestos Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no Indirect Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant.

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

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

Trust review the Indirect Asbestos Trust Claim individually to determine whether the Indirect Claimant can establish under applicable state, federal or foreign law that the Indirect Claimant has paid all or a portion of a liability or obligation that the APG Asbestos Trust had to the Direct Claimant as of the Effective Date of the APG Asbestos TDP. If the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation, the APG Asbestos Trust shall reimburse the Indirect Claimant in an amount equal to the amount of the liability or obligation so paid, multiplied by the current Payment Percentage. 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 Trust Claim paid by the APG Asbestos Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any APG Asbestos Trust Claim that might be subsequently asserted by the Direct Claimant against the APG Asbestos Trust.

Any dispute between the APG 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 ADR Procedures provided in Section 5.10 below. If such dispute is not resolved by said ADR Procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.6 below.

The APG Asbestos Trustee may develop and approve a separate proof of claim form for such Indirect Asbestos Trust Claims. Indirect Asbestos Trust Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the APG Asbestos Trustee, consistent with the provisions of this Section 5.6, which procedures (a) shall determine the validity, allowability and enforceability of such claims under this APG Asbestos TDP and/or

under applicable state, federal or foreign law; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the APG Asbestos Trust would have afforded the holders of the underlying valid APG Asbestos Trust Claims. Nothing in this APG Asbestos TDP is intended to preclude a trust to which asbestos-related liabilities are channeled from asserting an Indirect Asbestos Trust Claim against the APG Asbestos Trust subject to the requirements set forth herein.

5.7 Evidentiary Requirements

5.7(a) Medical Evidence.

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

5.7(a)(1)(A) Disease Levels I-III. Except for asbestos claims filed against an APG Entity or any other asbestos defendant in the tort system prior to the Petition Date, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I – III) shall be based in the case of a claimant who was living at the time the claim was filed, upon a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease. All living claimants must also provide (i) for Disease Levels I and II, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 6 above); (ii) for

Disease Level III, an ILO reading of 2/1 or greater or pathological evidence of asbestosis, and (iii) for Disease Levels II and III, pulmonary function testing.⁷

In the case of a claimant who was deceased at the time the claim was filed, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I-III) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease; or (ii) pathological evidence of the non-malignant asbestos-related disease; or (iii) in the case of Disease Levels I-II, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 5 above), and for Disease Level III, either an ILO reading of 2/1 or greater or pathological evidence of asbestosis; and (iv) for either Disease Level II or III, pulmonary function testing.

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

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

Commission (formerly known as the Joint Commission on Accreditation of Healthcare Organizations or JCAHO).

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

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

APG Entities' bankruptcy, or (iii) that is a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the asbestos-related disease in question before a state, federal or foreign judge, is presumptively reliable, although the APG Asbestos Trust may seek to rebut the presumption.

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

5.7(b) Exposure Evidence.

5.7(b)(1) In General. As set forth in Section 5.3(a)(3) above, to qualify for any Disease Level, the claimant must demonstrate a minimum exposure to an asbestos-containing product or to conduct for which an APG Entity has legal responsibility under the law of the Claimant's Jurisdiction. Claims based on conspiracy theories that involve no exposure to an asbestos-containing product or to conduct for which an APG Entity has legal responsibility are not compensable under this APG Asbestos TDP. To meet the presumptive exposure requirements of Expedited Review set forth in Section 5.3(a)(3) above, the claimant must show (i) for all Disease Levels, APG Exposure as defined in Section 5.7(b)(3) below prior to December 31, 1982; (ii) for Asbestos/Pleural Disease Level I, six (6) months APG Exposure prior to December 31, 1982, plus five (5) years cumulative occupational asbestos exposure; and

(iii) for Asbestosis/Pleural Disease (Disease Level II), Severe Asbestosis (Disease Level III), Other Cancer (Disease Level IV) or Lung Cancer 1 (Disease Level VI), the claimant must show six (6) months APG Exposure prior to December 31, 1982, plus Significant Occupational Exposure to asbestos as defined below. If the claimant cannot meet the relevant presumptive exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review pursuant to Section 5.3(b) of his or her claim based on exposure to an asbestos-containing product or to conduct for which an APG Entity has legal responsibility under the law of the Claimant's Jurisdiction.

5.7(b)(2) Significant Occupational Exposure. “**Significant Occupational Exposure**” means employment for a cumulative period of at least five (5) years, with a minimum of two (2) years prior to December 31, 1982, in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers; or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b) and/or (c).

5.7(b)(3) APG Exposure. The claimant must demonstrate meaningful and credible exposure, which occurred prior to December 31, 1982, to asbestos or asbestos-containing products that were manufactured, installed, specified for installation, fabricated, sold, supplied, produced, designed, distributed, released or in any way at any time marketed or disposed of by APG, an APG Subsidiary, or a predecessor of APG or a predecessor of an APG Subsidiary or by services, actions or operations of the foregoing, or caused by, or

allegedly caused by any such product for which any of the foregoing could be liable under any applicable law, in any case, whether or not arising or allegedly arising, directly or indirectly, from acts or omissions of any of the foregoing, or their present or former officers, directors or employees (“**APG Exposure**”). That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the claimant, by an affidavit or sworn statement of a co-worker or the affidavit or sworn statement of a family member in the case of a claim submitted on behalf of a deceased injured person (providing the APG Asbestos Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, or by other credible evidence. The specific exposure information required by the APG Asbestos Trust to process a claim under either Expedited or Individual Review shall be set forth on the proof of claim form to be used by the APG Asbestos Trust. The APG Asbestos Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary.

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

5.8 Claims Audit Program. The APG Asbestos Trust, with the consent of the APG Asbestos TAC and the APG Asbestos FCR, may develop methods for auditing the reliability of

medical evidence, including additional reading of X-rays, CT scans, and verification of Pulmonary Function Tests, as well as the reliability of evidence of exposure to asbestos, including exposure to asbestos-containing products or conduct prior to December 31, 1982, for which an APG Entity has legal responsibility. In the event that the APG Asbestos Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical or exposure evidence to the APG Asbestos Trust, it may decline to accept additional evidence from such provider in the future.

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

5.9 Second Disease (Malignancy) Claims. Notwithstanding the provisions of Section 2.1 that a claimant may not assert more than one (1) APG Asbestos Trust Claim hereunder, the holder of an APG Asbestos Trust Claim involving a non-malignant asbestos-related disease (Disease Levels I – III) may assert a new APG Asbestos Trust Claim against the APG Asbestos Trust for a malignant disease (Disease Levels IV – VII) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such

malignant asbestos-related disease shall not be reduced by the amount paid for the non-malignant asbestos-related disease, provided that the malignant disease had not been diagnosed by the time the claimant was paid with respect to his or her original claim involving the non-malignant disease.

The holder of an APG Asbestos Trust Claim that is a Pre-Petition Liquidated APG Asbestos Trust Claim, as defined in Section 5.2 above, involving a non-malignant asbestos-related disease (Disease Levels I – III) may file a new APG Asbestos Trust Claim against the APG Asbestos Trust for a malignant disease (Disease Levels IV – VII under the TDP) that is diagnosed after the date of the Injured Party’s pre-petition judgment or verdict against or settlement with an APG Entity, regardless of the terms of the underlying judgment, verdict or settlement. Any additional claim filed by a claimant holding a Pre-Petition Liquidated Claim shall in all respects be governed by the provisions of the TDP.

5.10 Arbitration.

5.10(a) Establishment of ADR Procedures. The APG Asbestos Trust, with the consent of the APG Asbestos TAC and the APG Asbestos FCR, shall institute binding and non-binding arbitration procedures in accordance with the Alternative Dispute Resolution (“ADR”) Procedures to be established by the APG Asbestos Trustee, with the consent of the APG Asbestos TAC and the APG Asbestos FCR, for resolving disputes concerning whether a pre-petition settlement agreement with an APG Entity is binding and judicially enforceable in the absence of a final order of the Bankruptcy Court determining the issue, whether the APG Asbestos Trust’s outright rejection or denial of a claim was proper, whether the claimant’s medical condition or exposure history meets the requirements of this APG Asbestos TDP for purposes of categorizing a claim involving Disease Levels I – IV or VI – VII, or whether a claim

that does not meet the requirements of this TDP for categorizing the claim involving Disease Level I – IV or VI – VII is nevertheless a claim that would be valid and cognizable in the tort system and thus should be paid an amount up to the Scheduled Value for the relevant Disease Level.

Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of claims involving Disease Levels V (Lung Cancer 2), Foreign Claims and Extraordinary Claims; disputes over whether a claim qualifies as an Exigent Hardship Claim; as well as disputes over an APG Entity's share of the unpaid portion of a Pre-Petition Liquidated APG Asbestos Trust Claim described in Section 5.2 above; and disputes over the validity of an Indirect Asbestos Trust Claim.

In all arbitrations where relevant, the arbitrator shall apply the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Level V (Lung Cancer 2), Foreign Claims and Extraordinary Claims, the arbitrator shall apply the same valuation factors that are set forth in Section 5.3(b)(3) above. To facilitate the Individual Review Process with respect to such claims, the APG Asbestos Trust may from time to time develop valuation methodologies and/or matrices taking account of the valuation factors set out in 5.3(b)(3) above that enable the APG Asbestos Trust to efficiently make initial liquidated value offers on those claims in the Individual Review setting. Except as provided below for arbitrations involving Foreign Claims, the APG Asbestos Trust shall neither offer into evidence or describe such methodologies and/or matrices, nor assert that any information generated by the methodologies and/or matrices has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The underlying data that was used to

create the methodologies and/or matrices may be relevant and may be made available to the arbitrator but only if provided to the claimant or his or her counsel ten (10) days prior to the arbitration proceeding.

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

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

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

5.10(b) Claims Eligible for Arbitration. In order to be eligible for arbitration, the claimant must first complete the Individual Review Process with respect to the disputed issue as well as any processes required under the ADR Procedures. Individual Review shall be treated as completed for these purposes when the claim has been individually reviewed by the APG Asbestos Trust, the APG 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 APG Asbestos Trust of the rejection in writing. Individual Review shall also be treated as completed if the APG Asbestos Trust has rejected the claim.

5.10(c) Limitations on and Payment of Arbitration Awards. In the case of a non-Extraordinary Claim involving Disease Levels I – IV, VI and VII, the arbitrator shall not return an award in excess of the Scheduled Value for the appropriate Disease Level as set forth in Section 5.3(a)(3) above. In the case of a non-Extraordinary Claim involving Disease Level V (Lung Cancer 2), the arbitrator shall not return an award in excess of the maximum value for such claim that is also set forth in Section 5.3(a)(3). In the case of an Extraordinary Claim involving Disease Levels I – VII, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim set forth in Section 5.4(a) above. A claimant who submits to arbitration and who accepts the arbitral award shall be paid under this APG Asbestos TDP in the same manner as one who accepts the APG Asbestos Trust’s original valuation of the claim.

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

SECTION 6

Claims Materials

6.1 Claims Materials. The APG Asbestos Trust shall prepare suitable and efficient claims materials (“**Claims Materials**”) for all APG Asbestos Trust Claims, and shall provide such Claims Materials upon a written request for such materials to the APG Asbestos Trust. The Claims Materials shall include a copy of this APG Asbestos Trust TDP, such instructions as the APG Asbestos Trustee shall approve, and a detailed proof -of- claim form. If feasible, the forms used by the APG Asbestos Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. In developing its claim filing procedures, the APG Asbestos Trust shall make every effort to provide the 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. If requested by the claimant, the APG Asbestos Trust shall accept information provided electronically.

6.2 Content of Claims Materials. The proof of claim form to be submitted to the APG Asbestos Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. The proof of claim form to be used by the APG Asbestos Trust shall be developed by the APG Asbestos Trust and submitted to the APG Asbestos TAC and the APG Asbestos FCR for approval; it may be changed by the APG Asbestos Trust with the consent of the APG Asbestos TAC and the APG Asbestos FCR. The claimant may, but shall not be required to, provide the APG Asbestos Trust with evidence of recovery from other defendants

and claims resolution organizations, except that the APG Asbestos Trust may require a claimant holding a Foreign Claim to provide it with such evidence of recovery or other information that such claimant would be required to provide pursuant to the substantive law, rules of procedure or practices in the tort system or other claims resolution system in the Claimant's Jurisdiction, so as to enable the Trust to (1) determine whether the claim would be valid and cognizable in the tort system or other claims resolution system for resolving such claims in the Claimant's Jurisdiction, (2) comply with the provisions of Section 5.3(b)(1) hereof, and (3) determine the APG Entities' several share of liability for the claimant's unpaid damages. All claims, claims forms, submissions and evidence submitted to the APG Asbestos Trust or in connection with any claim or its liquidation shall be in the English language.

6.3 Withdrawal or Deferral of Claims. A claimant can withdraw an APG Asbestos Trust Claim at any time upon written notice to the APG Asbestos Trust and subsequently file another such claim without affecting the status of the claim for purposes of statutes of limitations or repose, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A claimant can also request that the processing of his or her APG Asbestos Trust Claim by the APG Asbestos Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitations purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. During the period of such deferral, a sequencing adjustment on such claimant's APG Asbestos Trust Claim as provided in Section 7.5 hereunder shall not accrue and payment thereof shall be deemed waived by the claimant. Except for APG Asbestos Trust Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the APG Asbestos Trust's offer is required, or an APG Asbestos Trust Claim on

which deferral status has been granted, a claim shall be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six (6) months of the APG Asbestos Trust's written offer of payment or rejection of the claim. Upon written request and good cause, the APG Asbestos Trust may extend either the deferral or withdrawal period for an additional six (6) months.

6.4 Filing Requirements and Fees. The APG Asbestos Trustee shall have the discretion to determine, with the consent of the APG Asbestos TAC and the APG Asbestos FCR, whether a filing fee should be required for any APG Asbestos Trust Claims submitted to the APG Asbestos Trust.

6.5 Confidentiality of Claimants' Submissions. All submissions to the APG Asbestos Trust by a holder of an APG Asbestos Trust Claim or a proof of claim form and materials related thereto shall be treated as made in the course of settlement discussions between the holder and the APG Asbestos Trust, and intended by the parties to be confidential and protected by all applicable privileges available under state and federal law, including but not limited to those directly applicable to settlement discussions. The APG Asbestos Trust will preserve the confidentiality of such claim submissions, and shall disclose the contents thereof only, with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) of the Bankruptcy Code or other applicable law, to such other persons as authorized by the holder, or in response to a valid subpoena of such materials issued by a Delaware State Court, the United States District Court for the District of Delaware or the United States District Court for the Western District of Pennsylvania. Furthermore, the APG Asbestos Trust shall provide counsel for the holder of a copy of any such subpoena immediately upon being served. The APG 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 a Delaware State Court, the United States District Court for the District of Delaware or the United States District Court for the Western District of Pennsylvania and before those courts having appellate jurisdiction related thereto. Notwithstanding anything in the foregoing to the contrary, with the consent of the APG Asbestos TAC and the APG Asbestos FCR, the APG Asbestos Trust may, in specific limited circumstances, disclose information, documents, or other materials reasonably necessary in the APG Asbestos Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement assigned by the an APG Entity to the APG Asbestos Trust; provided, however, that the APG Asbestos Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents, or materials to a third party, the APG Asbestos Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents, and materials provided by the APG Asbestos Trust shall be used solely by the receiving party for the purpose stated in the confidentiality agreement and (b) prohibits any other use or further dissemination of the information, documents, and materials by the third party except as set forth in the written confidentiality agreement. Notwithstanding anything contained in this Section 6.5, the APG Asbestos Trust may make the disclosures provided for in Section 2.4 of the APG Asbestos Trust Agreement. Nothing in this APG Asbestos TDP, the Plan or the APG Asbestos Trust Agreement expands, limits, or impairs the obligation under applicable law of a claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual

information to the APG Asbestos Trust for the purpose of obtaining compensation for asbestos-related personal injuries from the APG Asbestos Trust.

SECTION 7

General Guidelines for Liquidating and Paying Claims

7.1 Showing Required. To establish a valid APG Asbestos Trust Claim, a claimant must meet the requirements set forth in this APG Asbestos TDP. The APG 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 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.

Nothing in this TDP shall prohibit the APG Asbestos Trust at any time from challenging the validity of a claim and/or whether a claim has been paid, satisfied, settled, released, waived, or otherwise discharged under the law and procedure of the Claimant's Jurisdiction.

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

medical evidence from sources that the APG Asbestos Trustee have determined to be unreliable pursuant to the Claims Audit Program described in Section 5.8 above.

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

Because the APG 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 APG Asbestos Trustee shall use his or her best efforts to treat similar claims in substantially the same manner, consistent with his or her duties as APG Asbestos Trustee, the purposes of the APG 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 APG Asbestos Trust faces temporary periods of limited liquidity, the APG Asbestos Trustee may, with the consent of the APG Asbestos TAC and the APG Asbestos FCR, (a) suspend the normal order of payment, (b) temporarily limit or suspend payments altogether, (c) offer a Reduced Payment Option as described in Section 2.5 above and/or (d) commence making payments on an installment basis.

7.4 Punitive Damages. Except as provided below for claims asserted under the Alabama Wrongful Death Statute, in determining the value of any liquidated or unliquidated APG Asbestos Trust Claim, punitive or exemplary damages (*i.e.*, damages other than compensatory damages) shall not be considered or paid, notwithstanding their availability under the law of the Claimant's Jurisdiction, nor shall punitive or exemplary damages be payable with respect to any claim litigated against the APG Asbestos Trust in the tort system pursuant to Sections 5.11 above and 7.6 below. The only damages that may be awarded pursuant to this APG Asbestos TDP to Alabama claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in this Section 7.4 applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(3) above is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the APG Asbestos Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6 below, and to the extent the APG Asbestos Trust seeks recovery from any entity that provided insurance to an APG Entity, the Alabama Wrongful Death Statute shall govern.

7.5 Sequencing Adjustment.

7.5(a) In General. Subject to the limitations set forth below, a sequencing adjustment shall be paid on all APG Asbestos Trust Claims with respect to which the claimant has had to wait a year or more for payment, provided, however, that no claimant shall receive sequencing adjustment for a period in excess of seven (7) years. The sequencing adjustment

factor shall be the one-year Treasury bill interest rate in effect on January 1 of the year in which the accrual commences, with the factor being adjusted each January 1 to correspond to the one-year Treasury bill interest rate then in effect. The APG Asbestos Trust shall have the discretion to change the sequencing adjustment factor with the consent of the APG Asbestos TAC and the APG Asbestos FCR.

7.5(b) Unliquidated APG Asbestos Trust Claims. A sequencing adjustment shall be payable on the Scheduled Value of any unliquidated APG Asbestos Trust Claim that meets the requirements of Disease Levels I – IV, VI and VII, whether the claim is liquidated under Expedited Review, Individual Review or by arbitration. No sequencing adjustment shall be paid on any claim liquidated in the tort system pursuant to Section 5.11 above and 7.6 below. The sequencing adjustment on an unliquidated APG Asbestos Trust Claim that meets the requirements of Disease Level V, as well as all Foreign Claims, and Extraordinary Claims shall be based on the liquidated value of such a claim determined under Individual Review. The sequencing adjustment on all such unliquidated claims shall be measured from the date of payment back to the earliest of the date that is one (1) year after the date on which (a) the claim was filed against an APG Entity prior to the Petition Date; (b) the claim was filed against another defendant in the tort system on or after the Petition Date but before the Initial Claims Filing Date; or (c) the claim was filed with the APG Asbestos Trust after the Effective Date.

7.5(c) Pre-Petition Liquidated APG Asbestos Trust Claims. Subject to the limitations set forth in Section 5.2(a) above, a sequencing adjustment shall also be payable on the liquidated value of all Pre-Petition Liquidated APG Asbestos Trust Claims. In the case of Pre-Petition Liquidated APG Asbestos Trust Claims liquidated by verdict or judgment, a sequencing adjustment shall be measured from the date of payment back to the date that is one (1) year after

the date that the verdict or judgment was entered. In the case of Pre-Petition Liquidated APG Asbestos Trust Claims liquidated by a binding, judicially enforceable settlement, a sequencing adjustment shall be measured from the date of payment back to the date that is one (1) year after the Petition Date.

7.6 Suits in the Tort System. If the holder of a disputed claim disagrees with the APG Asbestos Trust's determination regarding the Disease Level of the claim, the claimant's exposure or medical history, the validity of the claim or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in Section 5.10 above, the holder may file a lawsuit in the Claimant's Jurisdiction as defined in Section 5.3(b)(3) above. Any such lawsuit must be filed by the holder 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 APG Asbestos Trust, all defenses which could have been asserted by an APG Entity) shall be available to both sides at trial; however, the APG Asbestos Trust may waive any defense and/or concede any issue of fact or law. If the holder was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim was filed with the APG Asbestos Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the holder 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 or other foreign claims resolution system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became a Final Order. Thereafter, the claimant shall receive from the APG Asbestos Trust an initial payment (subject to the applicable Payment Percentage and the Maximum Available Payment, and Claims Payment

Ratio provisions set forth above) of an amount equal to one-hundred percent (100%) of the greater of (i) the APG Asbestos Trust's last offer to the claimant or (ii) the award that the claimant declined in non-binding arbitration; provided, however, that in no event shall such payment amount exceed the amount of the judgment obtained in the tort system. The claimant shall receive the balance of the judgment, if any, in five (5) equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage and the Maximum Annual Payment and the Claims Payment Ratio provisions set forth above in effect on the date of the payment of the subject installment).

In the case of a non-Extraordinary Claim involving Disease Levels I-IV, and VI-VII, the total amount paid with respect to such claim shall not exceed the Scheduled Value for such Disease Level set forth in Section 5.3(a)(3) above. In the case of a claim that does not attain classification under a Disease Level, the amount payable shall not exceed the Scheduled Value for the Disease Level most comparable to the disease proven. In the case of a non-Extraordinary claim involving Disease Level V – Lung Cancer 2, the total amount paid with respect to such claim shall not exceed the maximum for such Disease Level set forth in Section 5.3(a)(3) above. In the case of Extraordinary Claims, the total amounts paid with respect to such claims shall not exceed the maximum extraordinary value for such claims set forth in Section 5.4(a) above. Under no circumstances shall (a) a sequencing adjustment be paid pursuant to Section 7.5 above or (b) interest be paid under any statute on any judgments obtained in the tort system or other foreign claims resolution system.

7.8 Releases. The APG Asbestos Trustee shall have the discretion to determine the form and substance of the releases to be provided to the APG Asbestos Trust, provided that all Protected Parties are released to the same extent that the APG Asbestos Trust is released. As a

condition to making any payment to a claimant, the APG Asbestos Trust shall obtain (1) a general, partial, or limited release as appropriate in accordance with the applicable state, federal, foreign or other law, and (2) a certification from the claimant that said claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing under MSP (as defined in the APG Asbestos Trust Agreement) in connection with, or relating to, the APG Asbestos Trust Claim. If allowed by state, federal, or foreign 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 APG Asbestos TDP shall preclude the APG Asbestos Trust from contracting with another asbestos claims resolution organization to provide services to the APG Asbestos Trust so long as decisions about the categorization and liquidated value of APG Asbestos Trust Claims are based on the relevant provisions of this APG Asbestos TDP, including the Disease Levels, Scheduled Values, and Medical/Exposure Criteria set forth above.

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

SECTION 8

Miscellaneous

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

medical knowledge or other changes in circumstances), provided he or she first obtains the consent of the APG Asbestos TAC and the APG Asbestos FCR pursuant to the Consent Process set forth in Sections 5.7(b) and 6.6(b) of the APG 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. Nothing herein is intended to preclude the APG Asbestos TAC or the APG Asbestos FCR from proposing to the APG Asbestos Trustee amendments to this APG Asbestos TDP. Any amendment proposed by the APG Asbestos TAC or the APG Asbestos FCR shall be in writing and is subject to Section 7.3 of the APG Asbestos Trust Agreement.

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

8.3 Governing Law. Except for purposes of determining the liquidated value of any APG Asbestos Trust Claim, administration of this APG Asbestos TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the

determination of the validity and/or liquidation of APG Asbestos Trust Claims in the case of Individual Review, arbitration or litigation in the tort system or other foreign claims resolution system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(3) above.

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