

APPENDIX A

A&I Corporation Asbestos Bodily Injury Settlement Trust Distribution Procedures

The A&I Corporation Asbestos Bodily Injury Settlement Trust Distribution Procedures (“TDP”) contained herein provide for resolving all Asbestos Bodily Injury Claims (as that term is defined in the Reynolds Stipulation of Settlement (“Settlement”)) caused by exposure to asbestos for which A&I Corporation (“A&I”) and its predecessors, successors, and assigns are alleged to be liable in whole or in part (hereinafter for all purposes of this TDP referred to as “Trust Claims”), as provided in and required by the Settlement and by the A&I Corporation Asbestos Bodily Injury Settlement Trust Order (“Trust Order”). The Settlement and Trust Order establish the A&I Corporation Asbestos Bodily Injury Settlement Trust (“Trust”). The Trustee of the Trust (“Trustee”) shall implement and administer this TDP in accordance with the Trust Order Terms used herein and not otherwise defined shall have the meanings assigned to them in the Settlement and the Trust Order.

Section I Introduction

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

1.2 Uncertainty. Settling Counsel and the Settling Insurers have taken reasonable steps to anticipate the number of pending and future claims which the Trust will be required to pay over the life of the Trust. In addition, the initial amounts, which will be paid to qualifying claimants (“Scheduled Payments”), are based on potential earnings on Trust Assets. The predictions used to establish these initial amounts are based on the best information currently available and the best available expertise. However, as these predictions are subject to changing information and developing science, they are inherently uncertain. Therefore, it is anticipated that periodic adjustments in the amount of Scheduled Payments, the ability to pay all qualified claims immediately as well as the operational payment criteria are likely to be required to reflect then-current estimates of the Trust’s assets and its liabilities. These adjustments shall be accomplished in accordance with the procedures established in the Trust Order and the relevant provisions of this TDP.

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

1.4 Commencement of Operations. In order to afford the Trustee, the Trust Administrator and any other employees or consultants of the Trustee the opportunity to take all steps necessary to begin to administer the Trust and this TDP and to be prepared to process and pay claims, the Trust shall commence operations for the purposes of receiving, processing and paying claims 150 days after the entry of the Trust Order.

Section II Overview

2.1 Trust Objectives. The principal objective of the Trust is to provide a source of funding and discrete criteria for the compensation of Class Members represented in *Kenneth S. Reynolds v. A&I Company, et al.*, Civil Action No. 01-C-538 (Circuit Court of Kanawha County, West Virginia) and in doing so, to treat all claimants equitably. This TDP furthers that goal by setting forth procedures for processing and paying claims generally on an impartial, first-in-first-out (“FIFO”) basis. To this end, the TDP establishes a schedule of five asbestos-related diseases (“Disease Levels”), with medical and exposure requirements (“Medical/Exposure Criteria”), Job Site Requirements (“Job Site Criteria”) and specific liquidated values (“List”). The Disease classes, Medical/Exposure Criteria and Job Site Criteria, which are set forth in Sections 5.4 and 5.5 below, will be selected and derived with the intention of achieving a fair allocation of the Trust fund among claimants suffering from different disease processes in light of the best available information considering the settlement history of A&I, the resources available, the fact that A&I has filed articles of dissolution and the rights claimants would have in the tort system in light of the dissolution.

2.2 Claims Liquidation Procedures. Trust Claims shall be processed based on their place in the FIFO Processing List to be established pursuant to Section 5.1(a)(1) below. The Trust shall take all reasonable steps to resolve Trust Claims as efficiently and expeditiously as possible at each stage of claims processing. To this end, the Trust, in its sole discretion, may conduct settlement discussions with claimants’ representatives with respect to more than one claim at a time, provided that the claimants’ respective positions in the FIFO Processing List are maintained and each claim is individually evaluated pursuant to the valuation factors set forth below.

The Trust shall pay all Trust Claims that meet the Medical/Exposure Criteria and Job Site Criteria under the Review Process described in Section 5.3 below.

Based upon A&I’s claims settlement history in light of applicable tort law and current projections of present and future unliquidated claims, the Scheduled Payments set forth in Section 5.6 have been established for each of the Disease Class, based on available resources, anticipated claims, administrative costs and projected earnings.

All unresolved disputes over a claimant’s medical condition, exposure history and/or the liquidated value of the claim shall be subject to binding arbitration as set forth in Section 5.12 below, at the election of the claimant, under procedures that are to be adopted by the Trustee.

Section III TDP Administration

3.1 Trust Administrator. Pursuant to the Trust Order, the Trust and this TDP may be administered on behalf of the Trustee by an agent or employee who shall be referred to as the “Trust Administrator”. Selection of the Trust Administrator shall be based on the experience,

fees to be charged and commercial reputation of the prospective candidates. The Trust Administrator may be delegated the authority by the Trustee to act on behalf of the Trustee under this TDP.

3.2 Consent and Consultation Procedures. The Trust Administrator shall act at the direction of the Trustee and shall serve at the will and pleasure of the Trustee. The Trust Administrator shall regularly consult with the Trustee and, in the instance of any Trust Claim or other issue which is not resolved by the terms of the Trust Order or this TDP, shall obtain the guidance of the Trustee.

3.3 Duty to Follow Trust Order and TDP Provisions. The Trust Administrator may be authorized to administer the provisions of the Trust Order and TDP in its discretion, but in so doing, the Trust Administrator shall strictly comply with the express provisions of the Trust Order and this TDP. Notwithstanding anything herein to the contrary, the Trustee may only delegate ministerial duties to the Trust Administrator.

Section IV Periodic Estimates

4.1 Uncertainty of A&I's Personal Injury Asbestos Liabilities. As noted above, there is inherent uncertainty regarding A&I's total asbestos-related tort liabilities as well as the total value of the assets available to the Trust to pay Trust Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Trust Claims may, from time to time, receive. To seek to ensure that all future Trust Claims receive a fair allocation of the Trust Assets, the Trustee must determine from time to time the liquidated value that the Trust may reasonably be able to pay holders of present and future Trust Claims. In addition, if experience in paying claims indicates that the number of claims is less than anticipated and that there is an actual surplus in the Trust, the Trustee may request the approval of the Court to make additional payments to claimants whose claims have been previously paid. In order to make adjustments to Scheduled Payments or to payment criteria or procedure, the Trustee shall seek approval of the Court in accordance with Paragraphs 2.2(e) and 5.1 of the Trust Order. Further, based on information presented to the Court, the Court may direct that the Scheduled Payments be adjusted.

Section V Resolution of 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 List. The Trust will order claims that are sufficiently complete to be reviewed for processing purposes on a first-in-first-out basis except as otherwise provided herein (the "FIFO Processing List"). For all claims filed on or after the Commencement of Operations, a claimant's position in the FIFO Processing List

shall be determined as of the earlier of (i) the date that the specific claim was filed against A&I in the tort system or (ii) the date after the Commencement of Operations that the claim was filed with the Trust.

If any claims are filed on the same date, the claimant's position in the FIFO Processing List 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 List 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. To be eligible for a place in the FIFO Processing List, a claim must meet either (i) for claims first filed in the tort system against A&I, the applicable federal, state and foreign statute of limitation and repose that was in effect at the time of the filing of the claim in the tort system, or (ii) for claims that are first filed with the Trust, the applicable statute of limitation and repose under the law of the State of West Virginia that was in effect at the time of the filing with the Trust.

5.2 Filing Trust Claims. Within 150 days after the entry of the Trust Order, the Trustee shall have adopted procedures for reviewing and liquidating all Trust Claims, which shall include deadlines for processing such claims. Such procedures shall also require claimants seeking resolution of unliquidated Trust claims to first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions described below. ~~The Trust shall acknowledge receipt of the proof of claim form and the required supporting documentation within 10 days. If either the proof of claim form or the supporting documentation is insufficient in any respect the person filing the proof of claim shall be informed of the deficiencies within 10 days.~~

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Class for which the claim qualifies at the time of filing. Irrespective of the Disease Class alleged on the proof of claim form, all claims shall be deemed to be a claim for the highest Disease Class for which the claim qualifies at the time of filing, and all lower Disease Classes 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 Class 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 List in accordance with the ordering criteria described in Section 5.1(a) above.

5.3 Review Process.

5.3(a) In General. The Trust's Review Process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all claims where the Medical/Exposure Criteria for the relevant Disease Level and Job Site Criteria are properly established to the satisfaction of the Trustee. The Trust Review Process is intended to provide qualifying claimants a fixed and certain claims payment.

Claims that undergo the Review Process and meet the Medical/Exposure Criteria for the relevant Disease Level and which establish exposure at an Approved Job Site shall be paid the Scheduled Value for such Disease Level set forth in Section 5.6 below.

5.3(b) Claims Processing Procedure. All claimants seeking liquidation of their claims shall file the Trust's proof of claim form as adopted by the Trustee together with such supporting documentation as may be required by the Trust. As a proof of claim form is reached in the FIFO Processing List, the Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the five Disease Classes and one of the Accepted Job Sites and shall advise the claimant of its determination. If a Disease Level and Accepted Job Site are determined, the Trust shall tender to the claimant an offer of payment of the Scheduled Value for the relevant Disease Level, together with a form of release approved by the Trust. If the claimant accepts the Scheduled Value and returns the release properly executed, the claim shall be placed in the FIFO Payment List, following which the Trust shall disburse payment.

5.4 Disease Classes and Medical/Exposure Criteria. The five Disease Classes covered by this TDP, together with the Medical/Exposure Criteria for each are set forth below:

Mesothelioma (Class I) - (1) Diagnosis of mesothelioma; and (2) credible evidence of A&I Exposure prior to November 5, 2001, (as defined in Section 5.10(b)(3) below).

Lung Cancer (Class II) - (1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months A&I Exposure prior to November 5, 2001, (3) Significant Occupational Exposure to asbestos (as defined in Section 5.10(b)(2) below), and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

Other Cancer (Class III) - (1) Diagnosis of a primary colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months A&I Exposure prior to November 5, 2001, (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.

Asbestosis/Pleural Disease (Class IV) - (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 A&I Exposure prior to November 5, 2001, (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 (Class V)- (1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease with an ILO of 1/0 or greater, and (2) six months A&I Exposure prior to November 5, 2001, and (3) five years cumulative occupational exposure to asbestos.

5.5 Accepted Job Sites. The Job Sites for which there is consensus as to the likelihood of exposure to asbestos attributable to A&I are identified in the list of Accepted Job Sites attached to this TDP as Exhibit 1 to this TDP ("Accepted Job Sites"). Claims based on exposure at the listed Accepted Job Sites are presumptively eligible for payment of the Scheduled Payments under Section 5.6.

5.6 Scheduled Payments by Disease Class. Subject to adjustments as provided for herein and in the Trust Order, the Scheduled Payments for the Disease Classes compensable under this TDP will be determined by the Court by subsequent order upon recommendations made to the Court by the Trustee after the Trustee completes his duties under Section 2.4 of the Trust Order.

5.7 Exposure at non-Accepted Job sites. Any claimant who claims to have been exposed to asbestos at a Job Site which is not included in the Accepted Job Site list referred to in Section 5.5, above, shall be entitled to prove that he or she was exposed to asbestos for which A&I is responsible by submitting invoices, construction or similar records, or by other credible evidence. If, in the judgment of the Trustee, the evidence provided by the claimant demonstrates by a preponderance of the evidence that the claimant was exposed to asbestos for which A&I is responsible, and all other medical, exposure and related criteria are met, then the claimant shall be paid the Scheduled Payment under Section 5.6.

5.8 Exigent Hardship Claims. At any time the Trust may process and pay Trust Claims that qualify as Exigent Hardship Claims as defined below separately no matter what the order of processing otherwise would have been under this TDP. An Exigent Hardship Claim, following a determination that all prerequisites for payment have been met, shall be placed first in the FIFO Payment List ahead of all other claims. A Trust Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for an asbestos-related malignancy (Disease Classes I-III), and the Trust, in its sole discretion, determines (i) that the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available income, and (ii) that there is a causal connection between the claimant's dire financial condition and the claimant's asbestos-related disease.

5.9 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 Review of his or her claim pursuant to Section 5.3 above. In such a case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under this TDP that would have been applicable had that person filed a direct claim against the Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the five Disease Classes described in Section 5.4 above, that his or her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to asbestos for which A&I is responsible. The proof of claim form adopted by the Trustee shall contain an additional section for Secondary Exposure Claims. All other liquidation and payment rights and limitations under this TDP shall be applicable to such claims.

5.10 Evidentiary Requirements

5.10(a) Medical Evidence.

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

5.10(a)(1)(A). Disease Classes IV and V. All diagnoses of a non-malignant asbestos-related disease shall be based (i) in the case of a claimant who was living at the time the claim was filed, upon (A) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease; (B) evidence of Bilateral Asbestos-Related Nonmalignant Disease and, (C) pulmonary function testing; and (ii) in the case of a claimant who was deceased at the time the claim was filed, upon (A) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease, or pathological evidence of the non-malignant asbestos-related disease, (B) evidence of Bilateral Asbestos-Related Nonmalignant Disease and (C) pulmonary function testing.

"Bilateral Asbestos-Related Nonmalignant Disease" for the purposes of this TDP means either; (i) a chest X-ray read by a qualified B reader, (ii) a CT scan read by a qualified radiologist, or (iii) pathology, showing in each case bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening or bilateral pleural calcification, consistent with or compatible with a diagnosis of asbestos-related disease.

5.10(a)(1)(B). Disease Classes I - III. Diagnoses of an asbestos-related malignancy (Disease Classes I -III) shall be based upon a diagnosis of such a malignant Disease by a board-certified pathologist.

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

In addition, claimants who otherwise meet the requirements of this TDP for payment of a Trust Claim shall be paid irrespective of the results in any litigation at anytime between the

claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system involving another defendant, other than any findings of fact, a verdict, or a judgment, may be introduced by either the claimant or the Trust in any Review Process conducted pursuant to Section 5.3 or any Extraordinary Claim proceeding conducted pursuant to Section 5.7.

5.10(b) Exposure Evidence

5.10(b)(1) In General. As set forth above, to qualify for any Disease Class, the claimant must demonstrate a minimum exposure to an asbestos-containing product sold, distributed, installed, removed or otherwise handled by A&I. Claims based on conspiracy theories that involve no exposure to an asbestos-containing product sold, distributed, installed, removed or otherwise handled by A&I are not compensable under this TDP. To meet the exposure requirements of set forth above, the claimant must show (i) for all Disease classes, A&I Exposure as defined in Section 5.10(b)(3) below prior to November 5, 2001; (ii) for Asbestos/Pleural Disease Class IV, six months A&I Exposure prior to November 5, 2001, plus five years cumulative occupational asbestos exposure; and (iii) for Other Cancer (Disease Class III) or Lung Cancer (Disease Class II), the claimant must show six months A&I Exposure prior to November 5, 2001, plus Significant Occupational Exposure to asbestos as defined below.

5.10(b)(2) Significant Occupational Exposure. “Significant Occupational Exposure” means employment for a cumulative period of at least five years in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to 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).

5.10(b)(3) A&I Exposure. The claimant must demonstrate meaningful and credible exposure prior to November 5, 2001, to asbestos or asbestos-containing products sold, distributed, installed, removed or otherwise handled by A&I and/or any entity, including an A&I contracting unit, for which A&I has legal responsibility. That meaningful and credible exposure evidence may be established by an affidavit of the claimant, by an affidavit of a co-worker or the affidavit of a family member in the case of a deceased claimant (provided the Trust finds such evidence reasonably reliable), by employment, construction or similar records, or by other credible evidence.

5.11 Claims Audit Program. The Trust may develop methods for auditing the reliability of exposure evidence required pursuant to Section 5.10.

In the event that the Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the Trust, it may decline to accept additional evidence from such provider in the future.

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

5.12 Second Disease (Malignancy) Claims. The holder of a Trust Claim involving a non-malignant asbestos-related disease (Disease Classes IV and V) may assert a new Trust Claim against the Trust for a malignant disease (Disease classes I-III) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall 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.

5.13 Arbitration.

5.13(a) Establishment of ADR Procedures. The Trust, with the consent Circuit Court, shall institute binding arbitration procedures in accordance with Alternative Dispute Resolution ("ADR") Procedures to be adopted by the Trustee for resolving disputes concerning whether the Trust's denial of a claim was proper, or whether the claimant's medical condition or exposure history meets the requirements of this TDP.

In all arbitrations, the arbitrator(s) shall consider the same medical and exposure evidentiary requirements that are set forth in this TDP. The Arbitration Rules adopted by the Trustee and approved by the Court may be modified by the Trust with the consent of the Court.

5.13(b) Claims Eligible for Arbitration. In order to be eligible for arbitration, the claimant must exhaust the Review Process before the Trust and shall have had his or her claim denied or shall have refused an offer from the Trust.

5.13(c) Limitations on and Payment of Arbitration Awards. The arbitrator(s) shall not return an award in excess of the value for the appropriate Disease Class as set forth in this TDP. A claimant who submits to arbitration and who accepts the arbitral award will receive payments in the same manner as one who accepts the Trust's original valuation of the claim.

5.14 Attorney's Fees for Processing Claims. Attorneys who represent claimants in presenting and processing claims with the Trust shall be eligible to receive attorneys' fees in an amount not to exceed 10 percent of the amount payable for the claim asserted hereunder.

Section VI Claims Materials

6.1 Claims Materials. The Trust shall prepare suitable and efficient claims materials (“Claims Materials”) including proof of claim forms and instructional materials for all Trust Claims, and shall provide such Claims Materials upon a written request for such materials. The proof of claim form shall include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the West Virginia Rules of Civil Procedure. The proof of claim form may be changed by the Trustee as appropriate, based on the experience of the Trustee in processing claims.

6.2 Content of Claims Materials. The Claims Materials shall include a copy of this TDP, such instructions as the Trustee shall approve, and a detailed proof of claim form. If feasible, the forms used by the Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. Instead of collecting some or all of the claims information from a claimant or the claimant’s attorney, the Trust may also obtain such information from electronic data bases maintained by any other asbestos claims resolution organization. However, the Trust shall inform the claimant that it plans to obtain information as available from such other organizations and may do so unless the claimant objects in writing or provides such information directly to the Trust. If requested by the claimant, the Trust shall accept information provided electronically. The claimant may, but will not be required to, provide the Trust with evidence of recovery from other asbestos defendants and claims resolution organizations.

6.3 Withdrawal or Deferral of Claims. A claimant can withdraw a Trust Claim at any time upon written notice to the Trust and file another such claim subsequently without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing List based on the date of such subsequent filing. A claimant can also request that the processing of his or her Trust Claim by the Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitation purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing List. Except for Trust Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Trust’s offer is required, or a Trust Claim for which deferral status has been granted, a claim will be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six months of the Trust’s offer of payment or rejection of the claim. Upon written request and good cause, the Trust may extend either the deferral or withdrawal period for an additional six months.

Section VII General Guidelines for Liquidating and Paying Claims

7.1 Showing Required. To establish a valid Trust Claim, a claimant must meet the requirements set forth in this TDP. The Trust may require the submission of X-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the claim, and may further require that medical evidence submitted comply

with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable.

7.2 Costs Considered. Notwithstanding any provisions of this TDP to the contrary, the Trustee shall always give appropriate consideration to the cost of investigating and uncovering invalid Trust Claims so that the payment of valid Trust Claims is not impaired by such processes with respect to issues related to the validity of the medical evidence supporting a Trust Claim. The Trustee shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Trust so that valid Trust Claims are not unduly impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the Trust whatever the costs, or to decline to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the Claims Audit Program described in Section 5.11 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 Lists, the Trustee shall proceed as quickly as possible to liquidate valid Trust Claims, and shall make payments to holders of such claims in accordance with this TDP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. In the event that the Trust faces temporary periods of limited liquidity, the Trustee may, with the consent of the Circuit Court, suspend the normal order of payment and may temporarily limit or suspend payments altogether, and may offer the option of a reduced payment.

7.4 Punitive Damages. In determining the value of any liquidated or unliquidated Trust Claim, punitive or exemplary damages, i.e., damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system.

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

As a further condition to making any payment to a claimant, the Trust shall require the claimant to execute a release of the Settling Insurers in the form attached to this TDP as Exhibit 2, and the Trustee shall deliver a copy of such release to a designated representative of each Settling Insurer. The Trust may not seek to change the form of the release attached as Exhibit 2 without the consent of the Settling Insurers.

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

7.7 Trust Disclosure of Information. Periodically, but not less often than once a year, the Trust shall make available to claimants and other interested parties, the number of claims by disease classes that have been resolved both by the Trust and by arbitration indicating the amounts of the awards.

Section VIII Miscellaneous

8.1 Amendments. Except as otherwise provided herein, the Trustee may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided they first obtain the consent of the Court pursuant to the Consent Process set forth in Paragraphs 2.2(e) and 5.1 of the Trust Order.

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

8.3 Governing Law. Except for purposes of determining the liquidated value of any Trust Claim, administration of this TDP shall be governed by, and construed in accordance with, the laws of the State of West Virginia.