

in which the claimant alleged mesothelioma) to each of the Trusts; (2a) All documents relating to payments made or to be made to each of the Claimants by each of the Trusts; and (2b) All documents reflecting decisions or resolutions concerning the Claimants' claims against the Trusts.

3. If the Court grants the Motion permitting issuance of the Subpoena, it would place an extraordinary burden on the Manville Trust. The Manville Trust's policy for the release of information requires that it confirm that when any subpoena is received from a non-party requesting information specific to a claimant, the claimant or his counsel be notified so that he may have an opportunity to move to quash the subpoena. Given the Manville Trust's limited resources, which must be used for the Trust's beneficiaries, it should not be required to confirm notice of the Creditors' Committee's subpoena with each of these 7,400 claimants' counsel or the claimants themselves. In other words, the Manville Trust's assets should not be used for the benefit of the GM Creditors' Committee in its dispute with the Asbestos Committee, but for its own beneficiaries.

4. In addition, the Subpoena appears to seek production of privileged and confidential documents. Specifically, in document request 2, the Subpoena seeks "All documents .. reflecting decisions or resolutions concerning the Claimants's claims against the Trusts." This request appears to include internal evaluation documents and settlement communications that are protected from disclosure by, at a minimum, the attorney-client, work product and settlement privileges. The Manville Trust's policy also prohibits the disclosure of these documents.

5. Further, the requested data may be available through less burdensome (and less expensive) means. In particular, the Manville Trustees have approved a policy permitting the distribution of certain Manville Trust data for limited use. This policy provides a mechanism by which individual claims data may be distributed, upon approval, to professionals who have been retained to estimate asbestos liabilities in a court proceeding involving a bankruptcy plan. As explained below, the advisor to the Creditors' Committee, Bates White, has already submitted an application to the Manville Trust. The Manville Trust is currently reviewing that application. It is therefore possible that the application may be granted, pursuant to which Bates White will obtain access to most of the information which the Creditors' Committee seeks through the Motion and service of the Subpoena.

The Manville Trust and the Manville Trust Distribution Process

6. The Manville Trust was established in 1988 to resolve asbestos personal injury claims against the Johns Manville Corporation ("JM"). JM had been the largest North American producer of asbestos and asbestos-containing products. It filed a petition under Chapter 11 of the Bankruptcy Code in 1982 due to its projected personal injury liabilities, and its reorganization was completed in 1988.

7. The Manville Trust owns a claims processing facility, Claims Resolution Management Corporation ("CRMC"), which provides claims processing services for the Manville Trust and for other similar trust funds established to resolve asbestos personal injury claims. CRMC resolves Manville Trust claims pursuant to the Manville Trust Distribution Process ("TDP").

8. The first TDP for the Manville Trust was approved in 1995 by Judge Jack B. Weinstein, sitting for the Eastern and Southern Districts of New York, and Judge Burton R. Lifland of the Bankruptcy Court for the Southern District of New York, as part of a court-approved class action settlement (the TDP replaced the Claims Resolution Procedures originally approved by the Bankruptcy Court). *See In re Joint E. & S. Dists. Asbestos Litig.*, 878 F. Supp. 473, 485-512 (E. & S.D.N.Y. 1995), *aff'd in part*, 78 F.3d 764 (2d Cir.1996). The TDP was modified in 2002. *See In re Joint E. & S. Dist. Asbestos Litig.*, 237 F. Supp. 2d 297 (E. & S.D.N.Y. 2002). The 2002 TDP, as revised in January 2010, is the TDP currently in effect. A copy of the 2002 TDP is attached hereto as Exhibit A.

9. The goal of the Manville Trust is to treat all claimants equitably. The TDP furthers that goal by including procedures for processing and evaluating claims generally on an impartial, first-in-first-out basis, with the intention of paying all claimants over time as equivalent a share as possible of their claims' values.

10. Generally, the TDP establishes an efficient process to resolve claims, in which the CRMC automatically makes a scheduled value settlement if a claimant provides evidence that he or she has an injury that meets the exposure and medical criteria for one of eight scheduled diseases. The scheduled liquidated values for the eight scheduled diseases range from \$600 for "other asbestos disease" to \$350,000 for mesothelioma. If a claim does not meet the categorization criteria for a scheduled disease, or the claimant decides to reject the scheduled value for a scheduled disease, and in certain other circumstances, the claimant may elect to have the claim individually evaluated by the Manville Trust based on factors set forth in the TDP.

11. CRMC does not pay claimants the full settlement value of their Manville Trust claims, however. Because the Manville Trust has insufficient funds to pay all future claimants the full value of their claims, the TDP directs the Trust to pay each claimant a pro rata percentage of his or her claim's liquidated value. The initial pro rata payment percentage was 10%, and it is now 7.5%. Therefore, except for the payment for "other asbestos disease," which is a cash payment of \$600, any Manville Trust claimant who establishes eligibility for one of the scheduled disease levels in the TDP can expect to receive an initial settlement payment of 7.5% of the value set forth for that disease in the TDP.

The Manville Trust's Policy for Release of Information and Documents

12. The Manville Trust TDP sets forth certain procedures for the release of information concerning claims filed with the CRMC. In addition, the Manville Trust has adopted procedures relating to the release of information and documents, and it publishes a guide to those procedures on its website. A copy of this guide, entitled *Frequently Asked Questions related to the Release of Information and Documents Pursuant to the 2002 Manville Trust TDP*, is attached hereto as Exhibit B.

13. As explained in Section I of the TDP, the Manville Trust is obligated to comply with the rules of discovery pertaining to non-parties under applicable law. Pursuant to the Manville Trust's procedures, when CRMC receives a valid subpoena, CRMC requires confirmation of when and how notice of the request was given to the relevant claimants as well as the claimants' deadline for moving to quash the subpoena. *See* Ex. B at 2. In most instances, the documents served on the Manville Trust or CRMC indicate that claimants' counsel also have been served. *See id.* However, if it

is not clear from the documents whether claimants' counsel have been served, or if the CRMC staff is aware of issues between the parties to the litigation, claimants' counsel are contacted to determine whether they consent to CRMC's release of information and documents, or intend to move to quash the subpoena. *See id.*

14. Accordingly, if CRMC receives a subpoena in the form requested by the Creditors' Committee, it will be obligated pursuant to its procedures to ensure when and how notice of the subpoena was provided to each claimant's counsel or to the individual claimant for whom information is requested. Although it is unclear from the Creditors' Committee's motion exactly how many claimants' records the Creditors' Committee is seeking, its papers refer to "approximately 7,400 prepetition mesothelioma claimants." To the extent that the Creditors' Committee does not provide notice to these 7,400 claimants or their counsel, or to any other claimants whose records the Creditors' Committee seeks or their counsel, the Manville Trust will be obligated to contact each individual claimant, or his counsel, to confirm notice.

15. In addition, there will be a significant burden and expense in confirming that the correct individual is identified in any search of the Manville Trust data – which includes approximately 800,000 individual claimants.

16. Plainly, this burden is too great to place upon the Manville Trust, which was established in this Court for the purpose of using "the assets in the Trust Estate to deliver fair, adequate and equitable compensation to bona fide Beneficiaries." *See* Second Amended and Restated Manville Personal Injury Settlement Trust Agreement § 2.02, attached as Exhibit C hereto. Furthermore, to the extent that the information requested will benefit the Creditors' Committee of Old GM, any cost of producing that

information, and complying with the Manville Trust's policy of confirming notice to the claimants' counsel, should be borne by the Creditors' Committee itself, and not the Manville Trust, as the Creditors' Committee is not a Manville Trust Beneficiary.

**CRMC Produces Only Certain Categories of Information
In Response to Non-Party Subpoenas**

17. CRMC uses a proprietary processing system for claims called e-Claims™, in which certified users at law firms enter claims information electronically. Currently, approximately 90% of the claims filed against the Manville Trust are filed electronically through e-Claims™. For the approximately 10% of the claims that are filed on paper proof of claim forms, the information is entered into e-Claims™ by a CRMC employee.

18. In response to non-party discovery requests, CRMC releases only specific categories of information as described below, as well as documentation and information submitted by the claimant. Generally, the Manville Trust produces "screenshots" of three electronic "screens," Screens D, E and I. Screen D includes the following categories of information, including the injured party's demographics and claim status information:

Law Firm Name, Claimant Name, Social Security Number (or International ID number if the claimant is foreign), date of birth, gender, address and contact information; date of death and personal representative (if any); Smoking History; and Claim Status (claim status identifiers are attached), including POC number, name of trust against which the claim is filed, date filed, disease level, claim type (FIC = first injury claim; SIC = second injury claim); and value.

Screen "E" includes some of the same claimant identification information as Screen D, but also adds law firm information, litigation history and exposure history (including

occupation and industry codes). If the claimant seeks compensation at a level for which significant occupational exposure is required, and if the claimant was exposed by working in close proximity to a co-worker who was working directly with asbestos, additional information may be included. Screen “I” summarizes the key information that affects the processing and payment of a claim.

19. In addition to the “screenshots” of Screens D, E and I from the e-Claims™ processing system, upon receipt of a valid non-party subpoena, CRMC provides copies of the medical records, exposure affidavits, death certificates and similar documents submitted in support of a claim. These documents are imaged upon receipt and filed by proof of claim number in a document management system. *See* Ex. B at 5. For claims filed on paper, CRMC typically provides copies of the proof of claim form and supporting submissions.

The Subpoena Appears to Seek Production of Claim Evaluation or Negotiation Documents Which the Manville Trust and CRMC’s Policies Protect From Disclosure

20. Although the Creditors’ Committee does not address the request directly in its motion papers (*see* Creditors’ Committee Br. at 9-10), as noted above, its proposed Subpoena seeks “All documents ... reflecting decisions or resolutions concerning the Claimants’ claims against the Trusts.”

21. This request appears to seek documents relating to claim evaluation by CRMC and documents relating to negotiation by and between CRMC and claimants or their counsel. Such documents may include legal advice from counsel to the Manville Trust concerning liability issues. In addition, the work product called for by

that request would necessarily reveal confidential information regarding the manner in which the Manville Trust evaluates and settles asbestos claims.

22. It is Manville Trust's and CRMC's strict policy not to release correspondence or documents that relate to claim evaluation and negotiation by and between CRMC and claimants or their counsel. *See* Ex. B at 2, 4-5. In addition, CRMC does not release its own internal evaluation and operational processing information. *Id.* The Manville Trust believes that this information is protected by the work product and settlement privileges, and is not discoverable.

23. To the extent the Court permits the Subpoena to be issued in its current form including the request for documents related to claim evaluation and settlement, responding to the request would pose an enormous burden on the Manville Trust. The Manville Trust would be obligated to review all the documentation responsive to this request to ensure that its work product privilege and the settlement privilege are protected. This would consume significant Trust resources, which should properly be directed toward processing and payment of legitimate claims from individuals injured by exposure to asbestos.

Much of the Information Sought May Be Available Through Other Less Burdensome, Less Expensive Sources

24. Much of the information sought by the Creditors' Committee through its Subpoena may be available through an alternative less burdensome and less expensive source. In particular, information – other than documents reflecting decisions or resolutions concerning the claimants' claims against the Trust – may be available through the Manville Trust's licensing policy.

25. As of October 27, 2009, the Manville Trustees approved a policy for the distribution of Manville Trust data for use solely by other trusts. The policy is attached hereto as Exhibit D.

26. The policy provides that the Manville Trust will consider distribution of individual claims data – what the Creditors’ Committee seeks here – to professionals who have been retained to estimate asbestos liabilities in a court proceeding involving a bankruptcy plan. *See* Ex. D. Pursuant to that policy, the Trust will separately review and decide each request, and will provide Trust data only after concurrence of the Selected Counsel for the Beneficiaries (the “SCB”) and the Legal Representative of Future Claimants (the “LRFC”).

27. On June 24, 2010, Bates White, advisor to the Creditors’ Committee, submitted an application for distribution of Manville Trust data. That application has been brought to the attention of the SCB and LRFC. A response has not yet been received. If the application is approved, Bates White must agree to the terms provided in the policy and sign the Manville Trust Single Use Data License Agreement. The form of the license agreement is attached hereto as Exhibit E.

28. Accordingly, there is an alternative means by which the Creditors’ Committee’s advisors may be able to obtain much of the information sought in the Subpoena (other than documents relating to claim evaluation by the CRMC and documents relating to negotiation by and between CRMC and claimants or their counsel). If the license application is granted, this alternative would be both less expensive and less burdensome to the Manville Trust and CRMC than the requested Subpoena for two reasons. First, the Manville Trust is not obligated under its licensing policy to contact

counsel for each claimant whose information is released because the licensing agreement contains, *inter alia*, strict contractual limitations governing how the data can be used, confidentiality provisions, and a comprehensive data protection plan. *See* Ex. E. Second, information provided under the Manville Trust's licensing policy does not include the internal claim evaluation and settlement documents apparently requested in the Proposed Subpoena and to which the Manville Trust objects.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 2, 2010 at Falls Church, Virginia.



David T. Austern

2002 TRUST DISTRIBUTION PROCESS

A. Overview.

The goal of the Manville Personal Injury Settlement Trust (the "Trust") is to treat all claimants equitably. This Trust Distribution Process ("TDP") furthers that goal by including procedures for processing and evaluating 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 their claims' values. This TDP also establishes a Schedule of Asbestos-Related Disease Categories and Values that will enable many claims to be resolved more quickly, while retaining for each claimant the right to elect individual claim evaluation.

The process for determining the liquidated value of any claim to be paid from the assets of the Trust includes an initial determination of whether the claim meets the Categorization Criteria for one of eight Scheduled Diseases that are listed on the Schedule of Asbestos-Related Disease Categories and Values described in Section D below. The Scheduled Diseases are Other Asbestos Disease (Cash Discount Payment, Level I), Asbestosis/Pleural Disease (Level II), Asbestosis/ Pleural Disease (Level III), Severe Asbestosis Disease (Level IV), Other Cancer (Level V), Lung Cancer (One, Level VI), Lung Cancer (Two, Level VII), and Mesothelioma (Level VIII). In general, if the claim qualifies for categorization, the claimant will be offered the Scheduled Value for the Scheduled Disease. The Scheduled Values for the Scheduled Diseases are based on the Trust's experience settling claims using the factors set forth in the Claims Resolution Procedures (the "CRP Factors") attached as Annex B to the Trust Agreement,¹ and on liquidated values of recent settlements experienced in the United States tort system.

If a claim does not meet the Categorization Criteria for a Scheduled Disease, or the claimant decides to reject the Scheduled Value for a Scheduled Disease, and in certain other circumstances, the claimant may elect to have the claim individually evaluated by the Trust based on the CRP Factors. All unresolved disputes over categorization and valuation of claims will be subject to arbitration under procedures described below, and claimants whose valuation disputes are not resolved by non-binding arbitration may enter the tort system. However, if and when a claimant enters the tort system, the claimant's judgment will be payable out of a pool of funds with respect to which the payment, as provided in Section G below, will be limited to the Maximum Value for the Disease Category in which the claim is placed by the Trust or by arbitration, except for an Extraordinary Claim, as defined below. The excess amount, if any, of any judgment will be payable from a second pool of funds which will not be available until all claimants have received 50 percent of the liquidated value of their claims.

¹ All capitalized terms used herein and not otherwise defined have the meanings assigned to them in Exhibit A to the Manville Corporation Second Amended and Restated Plan of Reorganization.

After the liquidated value of a claim is determined by reference to a Scheduled Value, by individual evaluation, by arbitration, or by litigation, with the exception of claimants who accept a Cash Discount Payment pursuant to Section D, Level I, the claimant will receive a pro rata share of that value based on a percentage set by the Trust with the concurrence of the Selected Counsel for the Beneficiaries (the "SCB") and the Legal Representative of Future Claimants (the "Legal Representative"), after consultation with the Special Advisor to the Trust (the "Special Advisor"). The pro rata share may be adjusted upwards or downwards from time to time to reflect current estimates of the Trust's assets, its liabilities, and the estimated value of pending and future claims. When the TDP was adopted in 1995, it contained a provision that to the extent that the pro rata share increases over time, claimants whose claims were liquidated in prior periods under this TDP will receive additional payments so as to equalize over time each claimant's pro rata share of the liquidation value of their claims. When that provision was adopted, it was not anticipated that circumstances might later be such, as they are now, that changes in the pro rata share might be accompanied by changes in categorization criteria and a decrease in the Scheduled Values for some claims. Given this change in circumstances, additional payments to claimants who have already received ten percent (10%) of the liquidated value of their claims are increasingly unlikely and may no longer serve this TDP's goal to treat all claimants equitably. If the pro rata share is increased to more than ten percent (10%), the Trust, the SCB and the Legal Representative will review the impact of this provision as part of the periodic pro rata review required by Section H.1(d). Because it is difficult to predict the number and severity of future claims, and the amount of the Trust's assets, no guaranty can be made of any pro rata share of a claim's liquidated value.

Indemnity Claims (except for claims processed using a Distributor Indemnity Claim percentage, as described in Section I.7, below) and Contribution Claims will be subject to the same categorization, evaluation, pro rata share, and payment provisions of this TDP applicable to all other Trust Claims.

B. Ordering and Categorizing of Claims.

1. **Ordering of Claims.** Claims will be ordered for processing on a FIFO basis. A claimant's position in the FIFO queue will be determined by the earlier of (i) the date of receipt by the Trust of an acceptable proof of claim form with the Trust or (ii) the date of filing a lawsuit for an asbestos-related injury against the Trust or any other defendant.

2. Categorizing of Claims by Disease.

(a) As a proof of claim is reached in the FIFO queue, the Trust will evaluate it to determine whether the claim meets the Categorization Criteria for a Scheduled Disease and

shall advise the claimant of its determination. If a Scheduled Disease is determined, except for Non-Standard Claims, the Trust shall tender to the claimant an offer of payment of the Scheduled Value for the Scheduled Disease, together with a form of release. If the claimant accepts the Scheduled Value and returns the release properly executed, the Trust shall disburse payment within 30 days thereafter, subject to the terms of Section H.3 below.

(b) If the claimant does not respond to the Trust's offer within 360 days, the claim will be deactivated. If the claim remains in a deactivated status for two years, it will be deemed to be withdrawn and a new claim will have to be filed if claimant later wishes to pursue the claim. During the period of deactivation, Claimant may request that the claim be reactivated solely for the purpose of accepting the Trust's last offer. A claimant may also elect to withdraw a claim at any time. A claim that is withdrawn or deemed to have been withdrawn may be re-filed at any time, and shall be ordered in the FIFO queue based on the date of receipt by the Trust of the re-filed claim. A claimant can also request that the processing of his or her claim be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitation purposes, in which case the claimant shall also retain his or her original place in the FIFO processing queue.

(c) If the Trust determines that a claim does not meet the Categorization Criteria for a Scheduled Disease, or determines the claim is a Non-Standard Claim as defined in Section C, or if a claimant disagrees with the Scheduled Disease determination made by the Trust, the claimant may dispute the determination. Upon receipt of written advice from the claimant of such a dispute, coupled with the claimant's written statement of the basis for the dispute and any supporting documentation, the Trust shall reevaluate the claim in light of all then available documentation and advise the claimant of its determination. If on reevaluation the Trust determines that the claim qualifies for placement in a Scheduled Disease Category or in a different Scheduled Disease Category than the Trust originally determined, the Trust shall tender an offer in the amount of the Scheduled Value for the Scheduled Disease so determined, together with a form of release. If the claimant accepts the Scheduled Value and returns the release properly executed, the Trust shall tender payment within 30 days thereafter, subject to the terms of Section H.3 below.

(d) If the claimant still disputes the Trust's categorization of the claim or denial of categorization, the claimant may elect arbitration of the categorization or individual evaluation. If arbitration is elected, the arbitrator shall decide, solely on the basis of the documentation in the claim file when the claim was categorized, whether the claim should be categorized as a Scheduled Disease. If the arbitrator agrees with the claimant's position, the decision shall be binding upon the claimant and the claimant shall not be entitled to any individual evaluation. If the claimant returns the release properly executed, the Trust shall tender payment of the Scheduled Value for the Scheduled Disease within 30 days thereafter, subject to

the terms of Section H.3 below. If the arbitrator does not agree with the claimant's position, the claimant may elect individual evaluation, as described below.

C. Individual Evaluation of Claims.

Following the claims categorization process described above, any claimant, including one whose claim was not placed in a Scheduled Disease category, may elect to have his/her claim individually evaluated by the Trust. However, because the Scheduled Values represent an equitable settlement value for most claims that meet the criteria of a corresponding Scheduled Disease, and because individual evaluation will be costly and time-consuming, resulting in significant delay in claim payment, the Trust will not value a claim for a liquidated amount in excess of its Scheduled Value unless a higher value is clearly justified. Moreover, if a claimant elects individual evaluation, and the Trust's final offer, or a subsequent arbitration award or judgment, is lower than the Scheduled Value for the claimant's Scheduled Disease category, the claimant cannot elect to receive a previously offered higher Scheduled Value.

1. Valuation of Non-Standard Claims.

(a) The Schedule of Asbestos-Related Diseases and Values set forth herein is based (i) on diseases that are generally recognized to be caused in part or in whole by asbestos, and (ii) on values that reflect (A) the Trust's experience in liquidating claims for such diseases using the CRP Factors and (B) the liquidated values of current settlements in the tort system.

(b) The Trust anticipates it may be presented with claims involving new or different causation and valuation factors not reflected in the Schedule of Asbestos-Related Diseases and Values set forth herein, including claims filed on behalf of claimants whose asbestos exposure took place outside the United States and Canada. In the event the Trust determines that a claim(s) involves new or different causation and valuation factors, such claim(s) will not be eligible for valuation under the Schedule of Asbestos-Related Diseases and Values. Instead, such claims will be individually evaluated in accordance with the CRP Factors when they come up for processing in the FIFO queue. In evaluating such claims, the Trust may gather or request the claimant(s) to provide supplementary information, including the nature of the disease and the tort law, litigation practice, and liquidated values currently experienced in settlements and verdicts for similar claims in the jurisdiction in which the claim arose. The Trust, with the concurrence of the SCB and the Legal Representative, after consultation with the Special Advisor, may also use such information to develop separate Scheduled Values and new Disease Categories for such Non-Standard Claims.

2. Failure to Meet Criteria for a Scheduled Disease. A claimant's right to assert a valid claim for the liquidated value of an asbestos-related disease is not prejudiced by failure to

meet the Categorization Criteria for a Scheduled Disease. There are no standard definitions or criteria that could fairly include or compensate all meritorious claims involving asbestos-related diseases. It is therefore assumed that many claims will be individually evaluated based on the CRP Factors, with no adverse presumption that the liquidated values of these claims are more or less than the Scheduled Value.

3. Evaluation Factors. All claims must present evidence of an asbestos-related injury resulting from exposure to Manville asbestos that will sustain a cause of action under applicable law. Individual evaluations of claims will be based on the CRP Factors affecting the amount of damages, including without limitation, disease, age, current settlements and verdicts in the tort system in the claimant's jurisdiction, Manville's relevant market share, whether the claimant is living or dead (as of the earlier of the filing of the claim or a lawsuit involving the claim), disability, dependency, special damages, pain and suffering, and evidence that the claimant's damages were (or were not) related to asbestos exposure (for example, alternative causes, strength of documentation of injuries). For these purposes, the claimant may elect as the "claimant's jurisdiction" either (a) the jurisdiction in which the claimant resides at the time of diagnosis or when the claims is filed with the Trust; or (b) a jurisdiction in which the claimant had exposure to Manville asbestos.

4. Maximum Values. The Trust, with the concurrence of the SCB and the Legal Representative, after consultation with the Special Advisor, has established a Maximum Value for each Scheduled Disease category. These Maximum Values are set forth on Attachment A to this TDP. The liquidated value of an individually evaluated claim may be higher or lower than the Scheduled Value for the Scheduled Disease category into which the claim would otherwise be placed, or which the claim most closely fits. However, unless the claim meets the standards of an Extraordinary Claim set forth below, the liquidated value of an individually evaluated claim is limited to the Maximum Value for the relevant Scheduled Disease. Moreover, the Maximum Value will only be offered to those claimants who present the most severe combinations of factors to be anticipated within the category, and will provide the upper limit of a claim that will enter Pool A as described below. For purposes of determining the Maximum Value of any claim, the Trust will evaluate the claim and place it in the Scheduled Disease category with respect to which the claim most closely meets the categorization criteria. Any dispute over the Trust's determination of the closest Scheduled Disease category will be subject to arbitration as provided in Section F below.

5. Claims Liquidated After November 19, 1990. Claimants who liquidated a Trust Claim after November 19, 1990, under the original proposed Trust Distribution Process, may elect either to retain that liquidated value and be paid immediately under this process, or to have their claims placed at the front of the FIFO queue and be processed under the procedure set forth below.

6. **Second (Malignant) Injury Claims.** Unless a general release was executed, a claimant may file a Second Injury Claim against the Trust for additional damages if the claimant subsequently develops an asbestos-related malignant disease. A Second Injury Claim shall be ordered in the FIFO queue based upon the date of receipt by the Trust of the Second Injury Claim, and shall be treated as a new claim to be categorized or individually evaluated, and paid, under this TDP. If the earlier claim for a non-malignant disease was liquidated after November 19, 1990, the amount already received and to be received, if any, from the Trust for the non-malignancy claim will not be deducted as a set-off against amounts payable for the Second Injury Claim, unless the malignancy was diagnosed prior to the date on which the non-malignancy claim was settled. However, if the claimant liquidated his/her non-malignancy claim against the Trust on or before November 19, 1990, any amounts paid or to be paid pursuant to such liquidation shall be set-off against the liquidated amount arrived at hereunder for the Second Injury Claim.

7. **Supporting Medical Evidence.** The Trust will categorize or individually evaluate claims based on the medical evidence already submitted to the Trust as part of the claimant's proof of claim. A claimant may, but need not, supplement this information with more current medical evidence. Where the claimant has filed an incomplete proof of claim for categorization or individual evaluation, the Trust will notify the claimant of the need for additional information and the Trust need not process the claim until the file is complete. In addition to such medical evidence as claimants are required to submit under the CRP, the Trust with the concurrence of the SCB and the Legal Representative, after consultation with the Special Advisor, may require that additional kinds of medical evidence be provided.

8. **Audit Procedures.** In all cases, the Trust may require that medical x-rays, tests, laboratory examinations and other medical evidence comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable. The Trust may develop methods for auditing the reliability of medical evidence, including independent reading of x-rays. If its audits show an unacceptable level of reliability for medical evidence submitted by specific doctors or medical facilities, the Trust can refuse to accept medical evidence from such doctors or facilities. In addition, the Trust may develop methods for auditing other types of evidence necessary to support a claim.

9. **Extraordinary Claims.** In extraordinary situations such as where a claimant was exposed only to Manville asbestos products, or where Manville asbestos products constituted the overwhelming majority of the claimant's asbestos exposure, or where special damages are exceptionally large, the Trust may individually evaluate and liquidate a claim for an amount that exceeds the Maximum Value for the particular Scheduled Disease asserted by the claimant. Any dispute as to Extraordinary Claim status shall be submitted to arbitration by a special

Extraordinary Claims Panel established by the Trust with the concurrence of the SCB and the Legal Representative after consultation with the Special Advisor.

10. Exigent Health and Extreme Hardship Claims. Notwithstanding the FIFO order processing rules, the Trust may categorize or individually evaluate, and pay, Extreme Hardship Claims and Exigent Health Claims.

(a) For Exigent Health claims: (i) there will be an irrebuttable presumption that there is substantial medical doubt that living Trust claimants with confirmed mesothelioma will survive beyond six months and thus, if they settle their Trust claim, they qualify for Exigent Health treatment; and, (ii) there will be a rebuttable presumption to be exercised at the discretion of the Trust that there is substantial medical doubt that living Trust claimants with confirmed lung cancer caused by exposure to asbestos will survive beyond six months and thus, if they settle their Trust claim, they qualify for Exigent Health treatment.

(b) All other living Trust claimants can qualify for Exigent Health treatment by providing: (i) documentation that a physician has diagnosed the claimant as having an asbestos-related illness and (ii) a declaration or affidavit made under penalty of perjury from a physician who has examined the claimant within one hundred twenty (120) days of the date of the declaration or affidavit of which states that the physician believes there is substantial medical doubt that the claimant will survive beyond six (6) months from the date of the declaration or affidavit.

(c) A claim qualifies for payment as an Extreme Hardship Claim if the Trust, in its sole discretion, determines there is a causal connection between a claimant's financial condition and an asbestos-related disease, and the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available income.

D. Schedule of Asbestos-Related Disease Categories and Values

For eight asbestos-related diseases, the Trust, the SCB and the Legal Representative, after consultation with the Special Advisor, have established the following Schedule of Asbestos-Related Disease Categories and Values. The Scheduled Values are based on extensive review of the current settlement and litigation environment and on the Trust's historic experience settling claims using the CRP Factors, and are believed by the parties to represent equitable settlement values for most of the claims that meet the criteria of a corresponding Scheduled Disease.

<u>Level</u>	<u>Scheduled Disease</u>	<u>Scheduled Value</u>
I	Other Asbestos Disease (Cash Discount Payment)	\$ 600
II	Asbestosis/Pleural Disease	\$ 12,000
III	Asbestosis/Pleural Disease	\$ 25,000
IV	Severe Asbestosis Disease	\$ 95,000
V	Other Cancer	\$ 45,000
VI	Lung Cancer (One)	None
VII	Lung Cancer (Two)	\$ 95,000
VIII	Mesothelioma	\$350,000

Categorization Criteria. The criteria that a claim must meet to receive an offer for the Scheduled Value for one of the eight Scheduled Disease categories are as follows:

Level I: Other Asbestos Disease (Cash Discount Payment)

(Scheduled Value: \$ 600)

1. Diagnosis² of a Bilateral Asbestos-Related Nonmalignant Disease³ or an asbestos-related malignancy (except mesothelioma), and
2. Exposure to Manville asbestos products prior to December 31, 1982.

Level II: Asbestosis/Pleural Disease (Scheduled Value: \$ 12,000)

1. Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, and
2. Six months occupational exposure to Manville asbestos products prior to December 31, 1982, plus five years cumulative occupational exposure to asbestos.

Level III: Asbestosis/Pleural Disease (Scheduled Value: \$25,000)

1. Diagnosis of asbestosis with ILO of 1/0 or greater or asbestosis determined by pathology⁴, or bilateral pleural disease of B2⁵ or greater, plus (a) TLC less than 80%, or (b) FVC less than 80% plus FEV1/FVC ratio greater than or equal to 65%,

² The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of this TDP are set forth in Section E.1.(a), below.

³ Evidence of “Bilateral Asbestos-Related Nonmalignant Disease” (or “Markers”) means a report submitted by a qualified physician stating that the claimant has or had an x-ray reading of 1/0 or higher on the ILO scale, or bilateral pleural plaques or pleural thickening (or, if an ILO reading is not available, a chest x-ray reading that indicates bilateral interstitial fibrosis, bilateral interstitial markings, bilateral pleural plaques or bilateral pleural thickening consistent with, or compatible with, a diagnosis of asbestos-related disease).

⁴ 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).

⁵ “[B]ilateral pleural disease of B2” is defined as chest wall pleural thickening or plaque with a maximum width of at least 5mm and a total length of at least one quarter of the projection of the lateral chest wall. William S. Cole, M.D., *The Classification of Radiographs of Pneumoconiosis*, in A STUDY SYLLABUS FOR CLASSIFICATION OF RADIOGRAPHS OF PNEUMOCONIOSES 21 – 24, footnote 13 (W. J. Tuddenham, M.D. ed., NIOSH April 1983) (a study guide for the application of the ILO radiographic classification system; prepared by the Division of Respiratory Disease Studies, NIOSH Centers for Disease Control and Prevention, Morgantown, W.V.).

2. Six months occupational exposure to Manville asbestos products prior to December 31, 1982 plus Significant Occupational Exposure to asbestos,⁶ and
3. Supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary condition in question.

Level IV: Severe Asbestosis (Scheduled Value: \$95,000)

1. Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathology, plus (a) TLC less than 65% or (b) FVC less than 65% plus FEV1/FVC ratio greater than 65%,
2. Six months occupational exposure to Manville asbestos products prior to December 31, 1982, plus Significant Occupational Exposure to asbestos, and
3. Supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary condition in question.

Level V: Other Cancer (Scheduled Value: \$45,000)

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 occupational exposure to Manville asbestos products prior to December 31, 1982, plus Significant Occupational Exposure, and
3. Supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.

Level VI: Lung Cancer (One) (Scheduled Value: None)

1. Diagnosis of a primary lung cancer,
2. Occupational exposure to Manville asbestos products prior to December 31, 1982, and
3. Supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

⁶ “Significant Occupational Exposure” is defined in Section E.2.(b), below.

Lung Cancer (One) (Level VI) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer (Two) (Level VII) claims. All claims in this Disease Level will be individually evaluated. The estimated anticipated average of the individual evaluation awards for this category is \$40,000, with such awards capped at \$50,000.

Level VI claims that show no evidence of either an underlying Bilateral Asbestos-Related Nonmalignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims will be treated as having any significant value, especially if the claimant is also a Smoker.⁷ In any event, no presumption of validity will be available for any claims in this category.

Level VII: Lung Cancer (Two) (Scheduled Value: \$95,000)

1. Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease,
2. Six months occupational exposure to Manville asbestos products prior to December 31, 1982, plus Significant Occupational Exposure to asbestos, and
3. Supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

Level VIII: Mesothelioma (Scheduled Value: \$350,000)

1. Diagnosis of mesothelioma and
2. Credible evidence of exposure to Manville asbestos products prior to December 31, 1982.

E. Evidentiary Requirements

⁷ There is no distinction between Non-Smokers and Smokers for either Lung Cancer (Level VII) or Lung Cancer (Level VI), although a claimant who meets the more stringent requirements of Lung Cancer (Level VII)(Markers and Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the Trust. In such a case, it is anticipated that the liquidated value of the claim might well exceed the \$95,000 Scheduled Value for Lung Cancer (Level VII) shown above. “Non-Smoker” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

1. **Medical Evidence.**

(a) **In General.** All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10 years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period. All diagnoses of a nonmalignant asbestos-related disease (Disease Levels 1-IV) 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; (B) an x-ray reading by a certified B-reader, and (C) on pulmonary function testing⁸ in the case of Asbestosis/Pleural Disease (Level III) and Severe Asbestosis (Level IV);⁹ 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, or (B) pathological evidence of the non-malignant asbestos-related disease, or (C) an x-ray reading by a certified B reader. Diagnoses of a malignant asbestos-related diseases (Levels V – VIII) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis, or (ii) on a diagnosis of such a malignant Scheduled Disease by a board-certified pathologist. A finding by the diagnosing physician that a claimant's disease is "consistent with" or "compatible with" asbestosis will be treated by the Trust as meeting the standard of a reasonable degree of medical probability.

(b) **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, 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 procedure to assure that such evidence is reliable.

2. **Exposure Evidence.**

(a) **In General.** To qualify for any Disease Level, the claimant must demonstrate a minimum exposure to an asbestos-containing product produced by Manville prior to December 31, 1982 together with additional asbestos exposure requirements where provided.

⁸ "Pulmonary Function Testing" shall mean spirometry testing that is in material compliance with the quality criteria established by the American Thoracic Society ("ATS") and is performed on equipment which is in material compliance with ATS standards for technical quality and calibration.

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

(b) 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 (i) handled raw asbestos fibers on a regular basis; (ii) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (iii) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers; or (iv) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (i), (ii) and/or (iii).

(c) Exposure Evidence. The claimant must demonstrate meaningful and credible exposure to asbestos or asbestos-containing products supplied or manufactured by Manville in accordance with the exposure requirements described above. That meaningful and credible exposure 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 (providing the Trust finds such evidence reasonably reliable), by invoices, construction or similar records, or by other credible evidence. The specific exposure information required by the Trust to process a claim is set forth on the proof of claim form to be used by the Trust. The Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary.

F. Resolution of Categorization and Valuation Disputes.

1. Contestable Matters. Except for Non-Standard or Extraordinary Claims, if a claim otherwise meets the Categorization Criteria for a Scheduled Disease, the Trust will pay the Scheduled Value for that disease in accordance with the provisions of this TDP. If a claimant chooses individual evaluation, and if the claim is eligible to be placed in one of the Scheduled Disease Levels, and is supported by appropriate evidence, the Trust will not dispute the culpability of Manville's conduct, or, as a general proposition, that asbestos exposure caused such disease. Instead, the Trust will have the right to contest only the following matters:

- the type and seriousness of the claimant's injuries;
- the claimant's exposure to Manville asbestos products;
- other causation-in-fact issues;
- the amount of damages; and
- applicability of statutes of limitation as set forth in the following subsection 1(a).

Nothing in this paragraph is intended to amend or alter the contestable issues the Trust is permitted to assert as defined in the Claims Resolution Procedures and the Trust Agreement.

(a) All Manville Trust claims arising from exposure to asbestos in the United States must meet the applicable federal or state statute of limitations that was in effect at the time of filing with the Trust. In addition, irrespective of the application of any relevant federal or state statute of limitations or repose, any claims may be filed with the Trust within three years after date of diagnosis or, if later, date of asbestos-related death. All Manville Trust claims arising from exposure to asbestos outside the United States must be filed with the Trust within three years after the date of diagnosis or, if later, date of asbestos-related death. This subsection F.1(a) will become effective on January 1, 2011.

2. Arbitration. Even a flawless claims resolution procedure may not always fairly meet a claimant's perceived deserved disease categorization or claims valuation. Accordingly, the Trust, with the concurrence of the SCB and the Legal Representative, after consultation with the Special Advisor, will institute binding and non-binding arbitration procedures for resolving disputes over disease categorization for Scheduled Values and Maximum Values, individual evaluation of claims, and Extraordinary Claim status. These procedures may be modified by the Trust with the concurrence of the SCB and the Legal Representative, after consultation with the Special Advisor.

As provided in Section B above, a claimant may initially elect arbitration of categorization. Except for such arbitration of categorization, a claimant must first choose individual evaluation and the individual evaluation must be completed before the claimant can elect arbitration. Individual evaluation is completed when the claim has been individually reviewed by the Trust, the Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the individual evaluation, and the claimant has notified the Trust of the rejection in writing.

Arbitrators may determine whether a disease falls in a higher or lower category of Scheduled Disease for purposes of determining both Scheduled Values and Maximum Values. After a claim is individually evaluated, arbitrators may also determine a liquidated value which may be higher or lower than the Scheduled Value for the claim. However, except in the case of an Extraordinary Claim (as determined by the Trust or by the Extraordinary Claims Panel), arbitrators may not return an award in excess of the Maximum Value for the appropriate Scheduled Disease category. In the case of individual evaluations, a claimant who submits to arbitration and who accepts the arbitral award will receive payments in the same manner as one who had accepted the Trust's original valuation of the claim and will be deemed to have released the Trust from any liability beyond the liquidated value determined by the arbitrator.

3. Litigation. Only claimants who, following individual evaluation, elect non-binding arbitration and then reject their arbitral awards retain the right to trial against the Trust of the liquidated value, if any, of their claims. A judgment creditor is eligible for payment from the Trust's available cash, as provided below, 30 days after the judgment is final and non-appealable.

However, under no circumstances shall the Trust pay any punitive damages which may be awarded to a claimant.

G. Creation of Two Pools.

1. Pool A. Trust Beneficiaries will be compensated through two pools of funds. A Trust Beneficiary who accepts an offer from the Trust based on (i) a Scheduled Value for a Scheduled Disease, (ii) a value based on individual evaluation by the Trust, or (iii) an arbitration award, will receive a pro rata share of that liquidated value from Pool A. A Trust Beneficiary who rejects an award in non-binding arbitration, and who returns to the tort system and obtains a judgment for money damages, will also enter Pool A after the claim has been reduced to a final, non-appealable judgment. The liquidated value of a judgment creditor's claim entered in Pool A, however, will not exceed (i) the Maximum Value for the judgment Scheduled Disease, or (ii) such higher amount as may have been offered by the Trust or awarded through arbitration with respect to an Extraordinary Claim as described in Section C above.

2. Pool B. Judgment creditors with verdicts in excess of the limits set forth above and Trust Beneficiaries who have received less than 100 percent of the liquidated value of their claims entered in Pool A will enter Pool B where they may receive compensation for the excess amount of their respective verdicts and claims after all claims entered in Pool A have been paid 50 percent of their liquidated value.

3. Distribution of Trust Funds Between the Pools. The Trust's available cash for general distribution to Trust Beneficiaries shall be held by the Trust for distribution to Beneficiaries with liquidated Pool A claims until all such Beneficiaries have received 50 percent of the liquidated value of their claims entered in Pool A. Pool B shall not receive any funds available for distribution until all claims entered in Pool A have been paid 50 percent of the liquidated value of their claims. It is doubtful that Pool B will ever be funded.

4. Extinguishment of Unpaid Trust Claims. Upon the termination of the Trust in accordance with the provisions of the Trust Agreement and/or upon the distribution of all Trust Assets, any and all Trust Claims shall be extinguished.

H. Payment of Claims.

1. Pro Rata Share to be Paid.

(a) With the exception of claimants accepting a Cash Discount Payment pursuant to Section D, Level I, it is intended that all Trust Beneficiaries shall share in the Trust estate on a pro rata basis, with each Trust Beneficiary receiving a pro rata share of his or her claim's liquidated value, arbitration award, or judgment as equivalent as possible to the pro rata share received by all other Trust Beneficiaries under this TDP.

(b) The initial pro rata share has been set at ten percent (10%) by the Trust with the concurrence of the SCB and the Legal Representative, after consultation with the Special Advisor. To determine the initial pro rata share, the Trust has forecast its anticipated annual sources and uses of cash until the last projected future claim has been paid or assets have been reserved for its payment. The Trust has calculated the appropriate pro rata share for all claims so that the Trust will have no remaining assets or liabilities after the last Trust Beneficiary has received his or her pro rata share.

(c) The initial pro rata share is based on information both with respect to valuations of the Trust's assets and expectations about the value of present and future Trust liabilities. It may be possible to make additional payments in the future to previously settled Trust Beneficiaries while simultaneously protecting future claimants from unreasonable risks.

(d) In order to ensure, as best as possible, that the basic assumptions which underlie this TDP remain valid so that all Trust Beneficiaries will be treated equally, the Trust shall, at least every 3 years, but as often and for so long as the Trust, the SCB, or the Legal Representative deem necessary, re-estimate the values of its total assets and its total liabilities and determine whether a revised pro rata percentage should be applied to past, present or future claims.

(e) The Trust shall determine (i) if the anticipated values of assets have been so reduced and/or the expectation of the value of present or future claims so increased that a new lower pro rata share should be applied to all future claim payments, or (ii) if the anticipated values of assets have been so increased and/or the expectation of the value of present or future claims so reduced that a new higher pro rata share should be applied to all future claim payments, as well as any past settlements paid a lower pro rata share.

(f) Estimates have been and shall be performed in a flexible and pragmatic manner that considers the circumstances of the present claimants, the future claimants, the practical limitations imposed by the inability to predict with precision the future assets and liabilities of the Trust and the risks to all Trust Beneficiaries in not reaching agreement.

2. Equalization of Pro Rata Shares.

(a) Payment of pro rata amounts may be limited from time to time by available cash. When the TDP was adopted in 1995, it contained a provision that in such case, or in the event a new higher pro rata share is applied, the Trust shall make, as cash is available, a subsequent additional pro rata payment to all Trust Beneficiaries with liquidated claims whose previous cumulative pro rata share was less than the existing or the new higher estimate. When that provision was adopted, it was not anticipated that circumstances might later be such, as they are now, that changes in the pro rata share might be accompanied by changes in categorization criteria and a decrease in the Scheduled Values for some claims. Given this change in circumstances, additional payments to claimants who have already received ten percent (10%) of the liquidated value of their claims are increasingly unlikely and may no longer serve this TDP's goal to treat all claimants equitably. If the pro rata share is increased to more than ten percent (10%), the Trust, the SCB and the Legal Representative will review the impact of this provision as part of the periodic pro rata review required by Section H.1(d). The purpose of such payment shall be to equalize Trust Beneficiaries' cumulative pro rata share. However, the Trust shall not be obligated to make such a catch-up pro rata adjustment more than once a year, or if in the judgment of the Trust with the concurrence of the SCB and the Legal Representative, after consultation with the Special Advisor, the amount of any such catch-up pro rata adjustment is so small as not to justify its administrative burden.

(b) The Trust shall provide the SCB, the Legal Representative, and the Special Advisor with any proposal for adjusting the pro rata share supported by the results of the Trust's analysis and any valuations prepared by the Trust's investment bankers and other consultants. The proposal(s) shall take effect upon the concurrence of the SCB and the Legal Representative, after consultation with the Special Advisor.

3. Order of Payment. The Trust shall pay claims in the order in which the claims are liquidated, each such payment occurring within 30 days of the Trust's receipt of an executed release from the subject claimant. If at any time the Trust has insufficient available funds to pay any claim, payment shall be suspended until such time as the Trust monetizes additional assets. No Trust Claim shall be preferred over any other for purposes of payment, regardless of which processing queue the Trust Claim is in.

4. Management of Assets.

(a) The Trust shall manage its assets in a manner consistent with its obligation to preserve and enhance the value of the Trust estate and further the prompt, fair and equitable distribution of Trust assets to all present and future Trust Beneficiaries.

(b) If in the future the SCB or the Legal Representative disagree with or are dissatisfied with the advice received from the Trust's financial or investment advisors concerning any matter as to which the SCB or the Legal Representative have concurrence rights, the SCB or the Legal Representative may notify the Trust in writing that they are withholding concurrence with respect to such matter on such ground, setting forth the reasons for such disagreement or dissatisfaction. Thereafter, either the Trust, on the one hand, or the SCB or the Legal Representative, on the other hand, shall have the right to request that the dispute with respect to such concurrence be resolved pursuant to the procedure set forth in Section K.3 below. If it is determined in such dispute resolution procedure that there is a reasonable basis for the disagreement or dissatisfaction of the SCB or the Legal Representative with such financial or investment advice, the SCB or the Legal Representative shall have the right to appoint their own financial or investment advisor to review the disputed issue, and in such case, the reasonable fees and expenses of such financial or investment advisor shall be paid for by the Trust; provided, however, that in any case where both the SCB and the Legal Representative withhold concurrence on the ground that they disagree or are dissatisfied with the financial or investment advice received by the Trust on a matter as to which they both have concurrence rights and it is determined in the dispute resolution procedure that there is a reasonable basis for such disagreement or dissatisfaction by both the SCB and the Legal Representative, the Trust shall have the right to have determined in such dispute resolution procedure the issue of whether it is reasonable and necessary for the Trust to bear the fees and expenses of separate financial or investment advisors for the SCB and for the Legal Representative or whether instead the Trust's obligations in such case shall be limited to paying the fees and expenses of a single financial or investment advisor that may be consulted jointly or separately by both the SCB and the Legal Representative.

5. Access to Financial Information. Subject to entry into an appropriate confidentiality agreement where applicable, the Trust shall make available to the SCB, the Legal Representative, and the Special Advisor any other investment banking or other financial, accounting or statistical information available to the Trust relating to issues to be discussed with and/or as to which concurrence is required of the SCB or the Legal Representative.

6. Amendments to Procedures Involving the Pro Rata Share. The procedures set forth herein governing the pro rata share may be amended, altered, or adjusted to reflect changed circumstances, greater information, and/or improved procedures, with the concurrence of the Trust, the SCB, and the Legal Representative, after consultation with the Special Advisor.

7. Resolution of Disputes Involving the Pro Rata Share. Any dispute among or between the Trust, the SCB, and the Legal Representative, regarding any matter on which the Legal Representative's concurrence is required, shall be resolved in accordance with the dispute resolution process in Section K, and the Legal Representative shall have a role in the dispute resolution procedures equal to that of the SCB on such matters.

I. All Trust Beneficiaries Treated Alike.

In order to conserve the assets of the Trust, except as set forth below, Trust Beneficiaries – both plaintiffs and defendants – will dismiss, without prejudice, all present cases, are enjoined from filing future litigation against Manville¹⁰ or the Trust, and are required to pursue their claims against the Trust only as provided in this TDP. Except as provided in Section F above and subsection 1(c) below, the Trust will make no appearance in any court, and no Trust Beneficiary will be permitted to proceed in any manner against the Trust or Manville in any state or federal court.

1. Litigation between Trust Beneficiaries.

(a) **Section I Applicable Only to Trust Beneficiaries.** The provisions of this Section I, including those relating to set-offs, are applicable only to Trust Beneficiaries. Asbestos health plaintiffs who are not Trust Beneficiaries because they were not exposed to Manville asbestos or asbestos-containing products shall not be subject to any of the provisions of this Section I and judgments they obtain against defendants shall not be governed by the provisions of this Section I, including the provisions relating to set-offs. Any dispute over whether an asbestos health plaintiff is a Trust Beneficiary whose claim is governed by this Section I shall be resolved by the trial court hearing the asbestos health plaintiff's case against defendants. The parties shall retain whatever rights of appellate review may be available under applicable law in respect of such ruling.

(b) **Right to introduce evidence.** In any litigation between Trust Beneficiaries, all Beneficiaries shall retain their respective rights provided by applicable law to introduce evidence at trial in state or federal court.

(c) **Where third-party claims permissible.** Third-party claims may be asserted against the Trust for the sole purpose of listing the Trust on a verdict form or otherwise as necessary to ensure that any verdict reduction in respect of the Manville (or Trust) liability share is made pursuant to applicable law. No objection shall be made by the Trust or the claimant to the filing by a Co-Defendant of a third-party complaint or to the joinder of the Trust

¹⁰ As used herein, Manville shall mean the Debtors, their successors, and their subsidiaries and affiliates. To the extent that Trust Beneficiaries assert claims against third parties which a court of competent jurisdiction determines by order give rise to Indemnification Liabilities on the part of the Trust, those Trust Beneficiaries agree to reduce such claims and/or judgments on such claims, on a dollar-for-dollar basis, to the full extent necessary to extinguish any such Indemnification Liabilities. Provided, however, that this provision is not intended to otherwise restrict or interfere with the rights of Trust Beneficiaries to proceed against third parties.

as a party for this limited purpose only. However, the Trust shall not be required to enter an appearance as to third-party or any other claims, nor shall it be subject to party discovery or to default judgment or levy and execution on any judgment. Under no circumstances shall the Trust be required to pay claims, whether for asbestos-related conditions or for contribution or indemnification, except in accordance with this TDP. Without enlarging any substantive rights accorded them by this TDP, Co-Defendants shall have such procedural rights (relating to procedural issues not expressly dealt with by this TDP) reasonably necessary to pursue or defend rights accorded them by this TDP.

(d) **Status of the Trust.** In return for limiting the right of Co-Defendants to implead the Trust, except under the circumstances described in subsection 3(d)(ii)(B), below, the Trust shall be treated in litigation between Beneficiaries of the Trust as a legally responsible tortfeasor under applicable law, without the introduction of further proof. Under no circumstances shall the Trust be treated as a bankrupt unless:

- (i) formal bankruptcy, liquidation or insolvency proceedings are commenced by the Trust; or
- (ii) such proceedings are commenced against the Trust and applicable law provides for treating the Trust as a bankrupt in such circumstances.

(e) **Discovery and informational issues.** The Trust shall comply with the rules of discovery pertaining to non-parties under applicable law.

(f) **Verification of settlement information.** In response to a Co-Defendant request, the Trust and the claimant shall promptly verify, no later than the start of jury selection in the trial of an action by the claimant against the Co-Defendant, the fact of any settlement or any filing by the claimant of a claim with the Trust; and shall provide information regarding the amount and terms of any such settlement at the time and with the detail required by applicable law.

2. **Co-Defendant Contribution Claims against the Trust.**

(a) **General principles.** Co-Defendant Contribution Claims against the Trust may be satisfied in two ways: (i) in the circumstances set forth in subsection 4, below, Contribution Claims may be brought against the Trust and processed in accordance with this TDP and subsection 4, below, or (ii) Co-Defendants may receive credit at trial for the Trust (or Manville) share in the form of a set-off (defined herein as a reduction in the amount of a judgment) under the circumstances described in subsection 3, below, and calculated pursuant to applicable law. Except as described below, in order to preserve the Trust's assets for payment of claims asserted by asbestos health claimants and to limit transaction costs of all parties, set-off

credit shall be the preferred method of satisfying Co-Defendant claims, regardless of whether the Trust and claimant have liquidated the underlying claim.

3. Calculation of set-off. The manner of calculating set-off shall be based on whether the claim has been liquidated by the Trust and the applicable law of contribution and verdict reduction or settlement credit.

(a) Calculation of Trust's payment. In situations where the amount of the Trust's payment or expected payment to a claimant is relevant to the set-off calculation, that amount shall be determined as follows:

(i) For liquidated claims. Where the underlying claim has been liquidated, the amount of the Trust's payment to the claimant (the "Liquidated Trust Payment") shall be (a) the actual amount received to date by the claimant or (b) if no funds have yet been received, the amount of the liquidated value agreed to by the claimant and the Trust, multiplied by the pro rata share in effect at the time the set-off is being applied (as described above in Section H).

(ii) Unliquidated claims. Where the claim has not been liquidated, the amount of the Trust's payment to the claimant (the "Unliquidated Trust Payment") shall be the amount of the Scheduled Value, as further described in this TDP, for the applicable disease category, multiplied by the pro rata share in effect at the time the set-off is being applied (as described above in Section H).

(iii) Entitlement to subsequent Trust payment. Where the amount of a set-off is calculated on the basis of subsection 3(a)(i) or (ii), above, and a Co-Defendant has paid a judgment based on joint and several liability or entered into a post-judgment settlement with the claimant, the Co-Defendant shall receive that portion of any future payment made by the Trust in respect of the underlying asbestos health claim which is: 1) beyond the amount of the set-off calculated pursuant to subsections 3(a)(i) or (ii); and 2) attributable to that part of claims tried against the Co-Defendant for which the Trust is jointly and severally liable. The Co-Defendant shall have no entitlement to subsequent Trust payments when the amount of a set-off is calculated on the basis of the Trust's pro rata share or its allocated liability share.

(b) Pro tanto states. Pro tanto states are those in which any judgment against a non-settling defendant is reduced by the amount paid or agreed to be paid by a released party.

(i) Liquidated claims. Where the underlying claim has been liquidated, the amount of set-off shall be the Liquidated Trust Payment.

(ii) Unliquidated claims. Where the claim has not been liquidated, the amount of set-off shall be the Unliquidated Trust Payment.

(c) Pro rata states. In pro rata states, total liability is divided equally among all defendants found by the fact finder to be legally responsible tortfeasors (or agreed by the parties to be legally responsible tortfeasors, if applicable law so provides), including released parties. In such states, judgments against nonsettling defendants are reduced, as provided by applicable law, by either the pro rata share attributable to released parties or the amount paid or agreed to be paid by released parties. Solely for the purposes of obtaining a set-off in a pro rata state pursuant to this subsection 3(c), regardless of whether the Trust has been given a release, or the wording of any such release, claimants in pro rata states shall be deemed to have given the Trust a joint tortfeasor release and indemnified the Trust against contribution and indemnity claims by Co-Defendants against the Trust arising from a judgment obtained by such claimants.

(i) Liquidated claims. Where the underlying claim has been liquidated, the set-off amount shall be either (A) the Liquidated Trust Payment, or (B) the Trust's pro rata share of the judgment, as provided by applicable law.

(ii) Unliquidated claims. Where the underlying claim has not been liquidated, the set-off amount shall be either (A) the Unliquidated Trust Payment, or (B) the Trust's pro rata share of the judgment, as provided by applicable law.

(d) **Allocation or apportionment states.** Allocation or apportionment states provide that the amount of any judgment shall be reduced with reference to the apportioned share of released or absent parties. The burden of proving the percentage liability share of the Trust or Manville shall be allocated as provided by applicable law.

(i) **Liquidated claims.** Where the underlying claim has been liquidated, the set-off shall be the larger of (a) the Liquidated Trust Payment, or (b) the liability share allocated by the fact finder to the Trust or Manville.

(ii) **Unliquidated claims.** Where the underlying claim has not been liquidated, the claimant shall make the following election:

(A) To pursue his or her claim against the Trust, in which event any Co-Defendant(s) against whom a judgment is returned shall receive a set-off equal to the larger of (I) the Unliquidated Trust Payment, or (II) the liability share allocated by the fact finder to the Trust or Manville. If there are multiple settling tortfeasors, state law shall govern whether the set-offs attributable to such settlements are calculated in the aggregate or individually for each settling tortfeasor; or

(B) To agree not to pursue his or her claim against the Trust in which event there shall be no set-off in respect of the Trust, except in the circumstances set forth in subsection 3(d)(ii)(E), below. At such time as a Co-Defendant remaining at verdict¹¹ pays the resulting judgment or enters into a post-verdict or post-judgment settlement with the claimant, the Co-Defendant shall have the right to bring a Contribution Claim against the Trust, as set forth in subsection 4, below. Nothing in this paragraph shall modify the several liability of the Trust or Co-Defendants in jurisdictions providing for several liability as set forth by subsection 3(e) below.

(C) The election required under this subparagraph shall be made by the claimant either (I) in open court on the record, or (II) in writing to the Trust and to those Co-Defendants then remaining at trial no later than the point in time described in subsection 3(d)(ii)(D), below.

¹¹ As used in this Section I, the term "post-verdict settlement," shall refer to a settlement reached after the fact-finder has rendered a verdict establishing the amount of the claimant's compensatory damages.

(D) The election required under this subparagraph shall be made after the completion of jury selection and before opening argument, unless the claimant chooses to make the election earlier. In the case of bifurcated or multiphase trials, the claimant shall make the required election before opening argument (or, if no opening argument is had as to that phase, before the presentation of evidence commences) in the first trial phase addressing any issue, such as damages, product exposure or identification, or specific causation, which is individual to that claimant. For this purpose, issues such as Co-Defendant negligence, product defect and liability for punitive damages shall not be considered issues individual to a particular claimant.

(E) Notwithstanding any other provision of this subparagraph, a claimant may elect to pursue his or her claim against the Trust following a previous election not to do so if any of the Co-Defendants that went to judgment declare bankruptcy before paying the judgment or entering into a post-judgment settlement with the claimant. The plaintiff shall be required to make such election within 60 days of the Co-Defendant's bankruptcy filing and shall notify the Trust and the Co-Defendant of such election in writing. If the claimant makes such an election, any other nonbankrupt Co-Defendant(s) that went to judgment shall receive a set-off pursuant to subsection 3(d)(ii)(A) above, except that a nonbankrupt Co-Defendant which had previously paid the judgment or entered into a post-judgment settlement prior to the plaintiff's revised election shall retain its rights to make a Contribution Claim against the Trust under subsection 4, below.

(F) The beneficiaries of the Trust disagree as to whether the provisions of this TDP will render the Trust a party over whom plaintiffs are unable to obtain jurisdiction within the meaning of NY CPLR § 1601. To resolve this controversy, the parties stipulate and agree for themselves and all members of their respective classes, that in cases to which the limitation on joint liability provided by NY CPLR § 1601 would apply they shall divide the Trust's or Manville's share of liability among themselves as follows, notwithstanding any contrary provision of this Section I (including subsection 1(d) above to the extent, if any, it may be deemed to be contrary to this subsection), law or judicial decision: 80% of the Trust's or Manville's share shall be allocated as if the Trust were a party over whom jurisdiction could not be obtained, and the other 20% shall be borne by the plaintiffs. The burden of proving the Trust's or Manville's share of liability shall be allocated as provided by applicable law.

(e) **Several liability states.** Where the applicable state or other law provides for several liability (as distinguished from joint and several liability) for all or part of a cause of action, applicable law shall determine the effect of the several liability of the Trust and/or the Co-Defendants on the amount of any set-off and the entitlement of Co-Defendants to future payments from the Trust. In such jurisdictions, claimants shall retain their claims against the Trust to the extent those claims are based on several liability regardless of the other provisions of this Section I, and Co-Defendants shall bear no responsibility for the several liability of the Trust, except as mandated by applicable law.

(f) **States with multiple set-off rules.** In some states, different set-off rules (pro tanto, pro rata or apportionment) govern different causes of action or parts thereof or different elements of damages. In such states, applicable law shall govern which set-off rules apply to each cause of action or part thereof and each element of damages.

(g) **Application of set-off to claims tried and categories of damages.** Where the judgment against Co-Defendant(s) resolves only a portion of the claimant's Trust Claim (for example, personal injury as distinct from wrongful death claims), the dollar amount of the Liquidated Trust Payment used in calculation of any reduction or set-off shall reflect any apportionment made by the Trust and the claimant reasonably and in good faith with regard to rights of the Co-Defendants under this TDP, provided that the Co-Defendants shall retain any rights available to them under applicable law to challenge such apportionment. If the claimant has not liquidated his or her Trust Claim, the trial court shall allocate the Unliquidated Trust Payment between claims tried and not tried for purposes of calculating the set-off. In addition, wherever applicable law calls for apportionment of economic and non-economic damages, the value assigned to the set-off in respect of the Trust's share shall be allocated between economic and non-economic damages in the same proportion that the judgment or underlying verdict against the Co-Defendant allocated such damages, notwithstanding any apportionment set forth in individual settlement documents between the Trust and the claimant.

(h) **Determination of disease category.** Unless the plaintiff elects otherwise prior to the time the verdict is returned, the disease category to be used for purposes of calculating set-off shall be as set forth below:

- (i). If the plaintiff claimed at trial that the disease was mesothelioma, Level VIII;
- (ii). If the plaintiff claimed at trial that the disease was lung cancer, Level VII;
- (iii). If the plaintiff claimed at trial that the disease was other cancer, Level V;
- (iv). If the plaintiff claimed at trial that the disease was a non-malignant condition caused by asbestos, Level III.

In the event the plaintiff claimed two diseases at trial, the categorization shall be that of the disease with the higher Scheduled Value, unless the jury specifically finds that the plaintiff does not have that disease.

If the plaintiff elects not to follow the procedure set forth above for determining the disease category to be used in calculating set-off, the following procedures shall govern. At or before the verdict molding stage, Co-Defendant and claimant Beneficiaries shall use their best efforts to agree on the appropriate disease category for purposes of establishing the Unliquidated Trust Payment of a claim. In the event of disagreements, the issue shall be decided by the trial court, based on the disease criteria set forth at Section D and the medical records and testimony submitted by plaintiff at trial. The parties shall give notice to the Trust of the agreed-upon disease category or of the submission of the issue to the trial court. The Trust shall be bound by the court's ruling or the parties' agreed-upon determination.

4. Contribution Claims.

(a) **Right to pursue Contribution Claims retained.** Co-Defendants shall have the right to pursue Contribution Claims (i) in connection with claims arising under the circumstances described in subsection 3(d)(ii)(B) above; and (ii) in any circumstance where no set-off credit is allowed by the trial court although this TDP would provide for a set-off. In addition, in cases where the claimant and the Trust have not liquidated the claim, a Co-Defendant may, at its sole discretion, pursue a Contribution Claim against the Trust, rather than taking a set-off credit, provided that if the Co-Defendant chooses to appeal the judgment in respect of the claim, the Co-Defendant shall have first paid an amount equal to the Unliquidated Trust Payment to the claimant. Any such choice by a Co-Defendant need not be made until the amount of the set-off credit is calculated by the trial court, and the Co-Defendant shall not be eligible to make the Contribution Claim until it has paid the judgment or entered into a post-judgment or post-verdict settlement with the claimant. Under no circumstances shall the right to make any Contribution Claim under this TDP be lost by virtue of the fact that a Co-Defendant has paid the judgment against it or entered into a post-judgment or post-verdict settlement with the claimant.

(b) **Notification of Contribution Claims.** If a claimant accepts a Trust settlement, having obtained a verdict establishing the amount of the claimants' compensatory damages and one or more of Co-defendants' liability therefor, or a judgment against Co-defendant(s), and thereafter the Trust pays a Contribution Claim arising from such verdict or judgment, the claimant shall be liable to the Trust for the amount of the Trust payment to the claimant. Co-defendants shall notify the Trust within 60 days of the return of a verdict or a judgment in favor of a claimant on which they may base a Contribution Claim. If a Co-defendant fails to notify the Trust within the 60-day period, the Co-defendant's right to be paid with respect to the Contribution Claim is preserved only if such notice is received by the Trust prior to the Trust making a payment to the claimant who obtained the verdict or judgment against Co-defendant(s). The Trust shall notify Co-defendants of the asbestos health claimants to whom it intends to make offers no later than 60 days before such offers are made.

(c) **Processing, valuation and payment of Contribution Claims.** Contribution Claims made to the Trust based on payment or settlement of a judgment shall be processed in FIFO order of their receipt by the Trust, without reference to any queue established for claims of asbestos health claimants. Contribution Claims shall be processed in the same fashion as claims of asbestos health claimants except that all arbitrations of Contribution Claims shall be binding. Such claims shall be valued as if the Co-Defendant(s) had stepped into the shoes of the claimant whose verdict against Co-Defendant(s) gave rise to the claim for contribution; all Co-Defendant(s) with valid Contribution Claims shall therefore be entitled to recover from the Trust on their Contribution Claim(s) the same amount, in aggregate, the claimant could have recovered from the Trust. In determining the value of the claim, the Trust may take into account the size of the verdict returned against the Co-Defendant(s). Contribution Claims shall be paid in the same manner as claims of asbestos health claimants are paid pursuant to Sections G and H, above, and shall be subject to the same pro rata share provisions applicable to all other claims by Trust Beneficiaries. Any information submitted by a Co-Defendant to the Trust pursuant to this subsection 4 shall be kept confidential by the Trust and shall not be disclosed to any other Beneficiary.

(d) **Co-Defendants' Contribution Claims pursued jointly.** All Co-Defendants with Contribution Claims arising from the same judgment by a claimant shall use their best efforts to pursue such contribution claims in a coordinated fashion.

5. **Right to make individual allocation agreements.** Nothing in this Section I shall prevent claimants and Co-Defendants from agreeing in writing in individual cases to allocate their respective claims against the Trust in such manner as they deem appropriate.

6. **Indemnity Claims.** Any Trust Beneficiary holding an Indemnity Claim valid under applicable law, which was not waived pursuant to the applicable provisions of the Co-Defendants' Procedures, and who is not a Distributor within the meaning of subsection 8 below, may assert such Indemnity Claim either in the Cases, as provided by the Co-Defendants' Procedures, or may present it to the Trust. If a Beneficiary elects to present an Indemnity Claim to the Trust, it shall be processed in the same fashion as Contribution Claims are processed under subsection 4, above. Indemnity Claims shall be valued by the Trust as provided by applicable law and shall be subject to the provisions relating to payment and pro rata shares that are set forth in Sections G and H, above.

7. **Distributor Indemnity Claims.** Any Trust Beneficiary that is a Distributor may present Distributor Indemnity Claims to the Trust for processing and payment pursuant to the provisions of this subsection 7.

(a) **Definitions.** A Distributor is any entity that: (i) was engaged in the business of distributing Manville asbestos or asbestos-containing products; (ii) was not engaged in the business of mining asbestos or manufacturing asbestos-containing products; and (iii) is not a member of the MacArthur Subclass. A Distributor Indemnity Claim means any Indemnity Claim by a Distributor which constitutes a valid claim for indemnification under applicable law. Distribution means the purchase, shipment, storage, sale and delivery of asbestos or asbestos-containing products which were not remanufactured, altered, re-labelled or installed by the Distributor.

(b) **Distributor Indemnity Claims Not Waived.** No Distributor shall be deemed to have waived Distributor Indemnity Claims by any of the following: (i) failing to comply with the provisions of Sections II and III.D.1 of the Co-Defendants' Procedures, including not filing a timely proof of claim for Indemnity in the Cases; (ii) the making of the Contribution Claim Election; or (iii) the expungement of any Proof of Claim for Indemnity by the Bankruptcy Court.

(c) **Distributor Indemnity Claim Percentage.** The Distributor Indemnity Claim percentage is the proportion of a Distributor's asbestos-related loss in any particular case which shall be treated by the Trust as constituting a Distributor Indemnity Claim. Distributors who meet the following two requirements shall have the right to process Indemnity Claims against the Trust using the Distributor Indemnity Claim percentage described below: (i) 35% or more of the asbestos or asbestos-containing products purchased by the Distributor were distributed by it; and (ii) 35% or more of the asbestos or asbestos-containing products distributed by the Distributor were purchased from Manville.

Except as specifically provided otherwise in the Stipulation of Settlement, the Distributor Indemnity Claim percentage shall be equal to the product of: (i) the percentage of asbestos or asbestos-containing products distributed by the Distributor that it purchased from Manville; (ii) the percentage of asbestos or asbestos-containing products purchased by the Distributor which were distributed by it; and (iii) 95% if the Distributor filed a proof of claim for indemnity in Manville's bankruptcy which was not expunged and 86% otherwise.¹² Thus, by way of example only, a Distributor that purchased 50% of the asbestos it dealt in from Manville, and which distributed 50% of the asbestos it purchased, and that filed a timely proof of claim would be assigned a Distributor Indemnity Claim percentage of 23.75% (50% x 50% x 95%).

(d) **Setting a Distributor Indemnity Claim Percentage.** The Distributor Indemnity Claim percentage applicable to a particular Distributor shall be determined by the following procedures.

¹² These three factors are hereinafter referred to as the components of the Distributor Indemnity Claim percentage.

First, a Distributor must make a written submission to the Trust setting forth its position concerning the proper Distributor Indemnity Claim percentage for that Distributor and each component of that percentage. The Trust shall promptly notify the SCB of the Distributor's submission, the proposed Distributor Indemnity Claim percentage and each component thereof. The SCB may share such information only with those persons necessary to enable the SCB to respond to the Distributor's submission. The SCB shall have 45 days from receipt of such notice to make its own written submission to the Trust concerning the proper Distributor Indemnity Claim percentage for the Distributor, together with such supporting documents as the SCB deems appropriate.

By the same date the SCB's submission is due, the Distributor shall submit to the Trust all documents in support of its position it wishes the Trust to consider. Such information provided by the Distributor shall be kept confidential by the Trust and shall not be shared with any other Beneficiary. Within 10 days following the date the SCB's submission is due, the Trust shall determine the Distributor Indemnity Claim percentage, and shall notify the Distributor and the SCB of its determination. If either is dissatisfied, they may present the issue to the Special Advisor for mediation.

The Special Advisor shall receive copies of all submissions presented to the Trust. If the Special Advisor is unable to resolve the issue through mediation, it shall be resolved by binding arbitration. The Special Advisor shall nominate three potential arbitrators (none of whom shall be counsel representing any Trust Beneficiary), each party shall strike one and the remaining nominee shall be the arbitrator. If both parties strike the same nominee, the Special Advisor shall select the arbitrator from the remaining two nominees. The arbitrator shall determine the procedures for the arbitration. The arbitrator's determination of the appropriate Distributor Indemnity Claim percentage shall be final and binding on the Distributor, the Trust and the SCB.

If this process results in a determination that less than 35% of the asbestos purchased by a Distributor was distributed by it or less than 35% of the asbestos or asbestos-containing products it purchased was from Manville, the Distributor shall not have the right to process its claims using a Distributor Indemnity Claim percentage (unless special circumstances are presented to and accepted by the Trust, as described below) and shall instead process its claims on a case-by-case basis as provided by subsection 7(f), below. Upon demonstration of special circumstances warranting such treatment, the Trust may in its discretion permit a Distributor to process its claims using a Distributor Indemnity Claim percentage even if the Distributor fails to meet the requirement set forth in the preceding sentence.

(e) **Processing Distributor Indemnity Claims with a Percentage.** Once a Distributor Indemnity Claim percentage has been established for a Distributor, the Distributor shall make any Distributor Indemnity Claims by submitting proof to the Trust that it has sustained an asbestos-related loss in a case which has been finally resolved by settlement, judgment or otherwise. Upon proof of such a loss, the Trust shall process and pay, in accordance with the procedures set forth in Section G, an amount equal to the Distributor Indemnity Claim percentage of such loss times the same pro rata share applicable to all Trust Claims, as described in Section H.

Distributor Indemnity Claims shall be processed and paid by the Trust in FIFO order in a queue separate from the queues for other Trust Claims. The Trust, in consultation with counsel for the Manville Distributors Subclass, shall establish appropriate forms and procedures for processing Distributor Indemnity Claims.

(f) **Processing Distributor Indemnity Claims With No Percentage.** Distributors who do not have the right to process claims using a Distributor Indemnity Claim percentage shall present any Indemnity Claims to the Trust on a case-by-case basis. The Distributor must establish that the particular loss it suffered gives rise to a right of indemnity against the Trust under applicable law. The Trust shall value such claims as provided by applicable law. They shall be processed and paid their pro rata share in FIFO order, in accordance with the procedures set forth in Sections G and H. The Trust, in consultation with counsel for the Manville Distributors Subclass, shall establish appropriate forms and procedures for processing such Distributor Indemnity Claims.

(g) **Distributor Information Confidential.** Any information submitted by a Distributor to the Trust pursuant to this subsection 7 (other than a proposed Distributor Indemnity Claim percentage and the components thereof) shall be kept confidential by the Trust and shall not be disclosed to any other Beneficiary.

8. No Modifications Without Consent. The terms of this Section I of this TDP may not be modified without the concurrence of the SCB and the Legal Representative. In addition, subsections 1-5 and 8-9 of this Section I may not be modified without the concurrence of counsel for the Co-Defendant Manufacturers Subclass and subsections 7-10 may not be modified without the concurrence of counsel for the Manville Distributors Subclass. In addition, any changes to subsections 1-5 of this Section I which would explicitly treat members of the Manville Distributors Subclass less favorably than members of the Co-defendant Manufacturers Subclass shall also require the concurrence of counsel for the Manville Distributors Subclass. No procedures relating to arbitration of Trust Claims, to be established pursuant to Section E of this TDP, shall be instituted or modified without the concurrence of counsel for the Co-Defendant Manufacturer Subclass; such counsel shall also receive the same notice, in the same form and at the same time, given to the SCB and the Legal Representative with respect to any matter for which the Trust must consult with, or seek the concurrence of, the SCB and the Legal Representative.

9. Applicable Claims. The provisions of this Section I shall apply to all Contribution Claims and Indemnity Claims except those resolved pursuant to the Stipulation of Settlement, executed on July 25, 1994. The set-off provisions of this Section I, set forth in subsection 3, shall apply with respect to all cases tried among Trust beneficiaries after the effective date of this TDP, regardless of whether the plaintiff's Trust Claim was liquidated or otherwise resolved by the Trust prior to or after that date.

10. Concurrence and Consultation Procedures. The procedures set forth in Section K shall apply with respect to any matter as to which counsel for the Co-Defendant Manufacturers Subclass or the Manville Distributors Subclass have concurrence or consultation rights under this Section I.

J. Attorneys' Fees.

Attorneys' fees payable in connection with Trust Claims liquidated and paid through this TDP after this TDP is finally approved by the Courts, where calculated as a percentage of recovery, shall be the lower of the fee provided in the contract between claimant and counsel or 25%, exclusive of costs chargeable to the claimant. The recovery shall be measured by the actual payments from the Trust to the claimant, not the liquidated value of the claim. Legal fees shall be paid as payments to claimants are made by the Trust.

K. Consultation Procedures; Concurrence Procedures; Resolution of Disputes Involving Concurrence of the SCB and the Legal Representative.

1. Consultation Procedures. With respect to any matter relating to the Trust as to which the SCB and the Legal Representative have expressly been given the right to be consulted, the Trust shall provide to the SCB, through their counsel, and the Legal Representative as much advance notice of such matter as is reasonably practicable in the circumstances. Upon such notice, the Trust will provide the SCB and the Legal Representative with such reasonable access to experts retained by the Trust and to the Trust staff as the SCB and the Legal Representative may reasonably request during the time that the Trust is considering such matter and will provide the SCB and the Legal Representative with the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with one or more Trustees and senior management of the Trust. In determining when to give such advance notice to the SCB and the Legal Representative with respect to a matter as to which the SCB and the Legal Representative have such consultation rights, the Trust will take into consideration the time required for the SCB and the Legal Representative, if they so wish, to engage and consult with their own independent financial or investment advisors as to such matter and to ask the Trust whether the Trust would be willing to bear the cost of such engagement and consultation (it being expressly understood and agreed that the Trust shall have no obligation or duty of any kind whatsoever to bear any such cost or otherwise to provide any such independent financial or investment advice). Unless the Trust shall, in its sole and absolute discretion, expressly elect in writing to bear some or all of such cost, any such engagement of or consultation with financial or investment advisors shall be at the SCB's and the Legal Representative's sole cost and expense.

2. Concurrence Procedures. "Concurrence" means the unconditional consent (expressed to the Trust in writing, if requested by the Trust, in form and substance reasonably satisfactory to the Trust) to a Trust action or decision as described by the Trust in its request for such concurrence. In any circumstance hereunder where the Trust makes a decision with respect to matters which require the concurrence of the SCB and the Legal Representative, the Trust shall:

- (i) provide the SCB, the Legal Representative and the Special Advisor with reasonable access to experts retained by the Trust and Trust staff during such time as the decision is being made;
- (ii) bring the proposed decision to the attention of the SCB, the Legal Representative and the Special Advisor; and
- (iii) provide the SCB and the Legal Representative no fewer than 45 days to comment with respect to such proposed decision.

In the event the SCB or the Legal Representative disagree with the Trust's decision, they shall express their views as fully as possible to the Trust and make such counterproposal as may be appropriate. The Trust, the SCB and the Legal Representative shall thereupon consult together with the Special Advisor in an effort to reach concurrence.

3. Dispute Resolution.

(a) While it is anticipated that the mutual interests of the Trust, the SCB and the Legal Representative together with the sharing of information which is envisioned under this TDP, are likely to yield concurrence whenever called for under this TDP, there may be situations where a genuine disagreement arises which would have the effect of preventing or permitting steps to be taken to which the Trust, the SCB or the Legal Representative do not agree. In such event, the Trust, the SCB or the Legal Representative may request that the dispute be resolved and, pending resolution of the dispute, the actions in questions shall remain in abeyance.

(b) If and when the Trust, the SCB or the Legal Representative shall ask that a dispute be resolved, the following procedure shall be applied:

(i) the Trust, the SCB and the Legal Representative may agree upon an individual to serve as a dispute resolver;

(ii) if there is no agreement, the Special Advisor shall nominate four separate individuals to serve as the dispute resolver, selecting them based upon the Special Advisor's knowledge of the issues in dispute and of the competencies of the individuals to be selected;

(iii) the Trust shall strike one of the four nominees;

(iv) the SCB shall next strike one of the remaining three nominees;

(v) the Legal Representative shall next strike one of the remaining two nominees; and

(vi) the remaining nominee shall serve as the dispute resolver and his/her decision shall be final and binding on the Trust, the SCB and the Legal Representative.

(c) If the dispute resolver finds in favor of the Trust, the SCB and/or the Legal Representative shall be deemed upon the issuance of such finding to have given their concurrence to the matter for which their concurrence had been sought and had been withheld, and the SCB and the Legal Representative will execute and deliver such documents, and take such other action, as the Trust may reasonably request to evidence or confirm such concurrence.

(d) In such a dispute resolution process, the Trust, the SCB and the Legal Representative shall have an opportunity to fully explain their positions to the dispute resolver and the Special Advisor shall be available to assist. The dispute resolver shall be empowered to engage such expert advice as he/she shall deem appropriate.

(e) In the event that a dispute involves distribution of Trust funds, any distribution of amounts covered by the dispute shall await conclusion of the dispute resolution process.

(f) Any dispute relating to concurrence with respect to an amendment of the Trust Agreement, or the Amended and Restated Supplemental Agreement dated as of November 15, 1990 between the Trust and the Company (the "Amended and Restated Supplemental Agreement"), will be resolved in accordance with, and will otherwise be subject to, the special provisions with respect to such disputes set forth in Section L below.

L. Miscellaneous.

1. Except as provided in the next sentence and in Section H, all aspects of this TDP may be amended, altered or adjusted by the Trust to reflect changed circumstances, greater information and/or to improve procedures with the concurrence of the SCB and the Legal Representative, after consultation with the Special Advisor. The procedures set forth herein governing the pro rata share, the Scheduled Diseases, Categorization Criteria, and Scheduled Values set forth in Section D above, and the Maximum Values set forth in Attachment A, may be amended, altered or adjusted to reflect changed circumstances, greater information and/or improved procedures by the Trust, with the concurrence of the SCB and the Legal Representative, after consultation with the Special Advisor.

2. Any amendment of the Trust Agreement or the Amended and Restated Supplemental Agreement will require the concurrence of the SCB and the Legal Representative, which concurrence shall not be unreasonably withheld or delayed. If the Trust believes that the SCB and the Legal Representative are unreasonably withholding or delaying such concurrence, the Trust shall have the right, at its option, either:

- (a) to seek an Order from the Courts permitting the Trust to make such amendment without the concurrence of the SC and the Legal Representative, and if such Order is granted and becomes final and non-appealable, the Trust shall have the right to make such amendment without such concurrence; or

- (b) to request that the dispute be resolved pursuant to the procedure for final and binding resolution of disputes involving concurrence of the SCB and the Legal Representative provided in Section K above; and in the case of a request pursuant to this clause (ii), the following terms shall apply:
 - (i) the SCB, the Legal Representative, the Trust and the Special Advisor shall cause the dispute resolver to be selected within five days after such request is made, in accordance with subsection K.3(b)(i)-(v) above;
 - (ii) it shall be a condition to the selection of such dispute resolver that he/she agree to render his/her determination within ten days of his/her selection to act as dispute resolver for such dispute; and
 - (iii) the SCB, the Legal Representative and the Trust shall jointly direct such dispute resolver (and shall each use best efforts to cause and assist such dispute resolver) to make his/her final and binding determination, and to notify the parties thereof, within ten days after such selection is made.

3. In the event that the positions of the SCB are no longer filled as described in the Manville Corporation Second Amended and Restated Plan of Reorganization, the appointment of three attorneys to fill that role shall be made from time to time by the President of the Association of Trial Lawyers of America or his/her designee. The Special Advisor shall be appointed from time to time by the Trust with the concurrence of the SCB and the Legal Representative. Initially, that role shall be filled by Mark Peterson, Esq.

4. Subject to the terms of subsection H.4, the reasonable expenses of the SCB and the Legal Representative, together with the reasonable fees and expenses of their counsel, and the reasonable charges and expenses of the Special Advisor and of any dispute resolver, shall be borne by the Trust; provided, however, that if the Trust believes that any concurrence with respect to an amendment of the Trust Agreement or the Amended and Restated Supplemental Agreement is being unreasonably withheld or delayed, the Trust reserves the right to refuse to pay the fees and expenses of counsel to the SCB and the Legal Representative in connection therewith (including, without limitation, counsel fees and expenses incurred in connection with any opposition or challenge by the SCB, their client, or the Legal Representative to the action(s) with respect to which such concurrence is being withheld or delayed). However, if the SCB or the Legal Representative obtain an Order from the Courts directing the Trust to pay such fees and expenses on the ground that the Trust's refusal to do so is improper, and such Order becomes final and nonappealable (or if the Trust elects to have the dispute concerning such concurrence resolved pursuant to the Section K ADR Process as provided in subclause 2(b) of this Section L and the dispute is resolved in favor of the SCB or the Legal Representative), the Trust will pay such fees and expenses as are specified in such final and nonappealable Order (or in the determination made by the dispute resolver).

5. Solely with respect to those issues on which their concurrence is required under this TDP or on which the Trust is required to consult them, the Trust shall bear the reasonable fees and expenses of counsel for the Co-Defendant Manufacturers Subclass and the Manville Distributors Subclass subject to the same reservation applicable to the fees and expenses of the SCB and the Legal Representative set forth in Section L.4 above.

6. No one acting in his/her capacity as one of the Trustees, the SCB, the Legal Representative, the Special Advisor, and/or dispute resolver shall be liable to any entity or person except for his/her own gross negligence or willful misconduct. Solely to the extent they are exercising their concurrence or consultation rights under this TDP, counsel for the Manville Distributors Subclass and the Co-Defendant Manufacturers Subclass shall have the same limitation on their liability.

M. Transition Provisions.

1. All claims with dates of diagnosis after August 31, 2002 are subject solely to the provisions of this TDP. Claimants who have previously filed claims with the Trust and who have dates of diagnosis prior to September 1, 2002 but who have FIFO numbers greater than 445,000 may elect to refile their claims and be treated under this TDP. However, any payments they have previously received from the Trust shall be offset against any amounts they would otherwise receive under this TDP.

2. All claimants whose claims are resolved pursuant to this TDP will be subject to any increase (or decrease) in the pro rata share that may be determined from time to time applicable to claims resolved pursuant to this TDP.

ATTACHMENT A -- MAXIMUM VALUES

The Maximum Values listed below for each of the eight Scheduled Diseases represent a ceiling or upward limit on the liquidated value of any claim settled by individual evaluation or by arbitration, except for Extraordinary Claims as described in Section C.9. In addition, if a claimant litigates a claim and obtains a judgment in excess of the Maximum Value, any pro rata payment with respect to the excess amount will be made only from Pool B, which, as described in Section G, may never contain funds from which such payment can be made.

<u>Level</u>	<u>Scheduled Disease</u>	<u>Maximum Value</u>
I	Other Asbestos Disease (Cash Discount Payment)	\$ 600
II	Asbestosis/Pleural Disease	\$ 30,000
III	Asbestosis/Pleural Disease	\$ 40,000
IV	Severe Asbestosis Disease	\$400,000
V	Other Cancer	\$200,000
VI	Lung Cancer (One)	\$ 50,000
VII	Lung Cancer (Two)	\$400,000
VIII	Mesothelioma	\$750,000

Frequently Asked Questions
related to the
Release of Information and Documents
Pursuant to the 2002 Manville Trust TDP

1. What does CRMC require for the release of Manville Trust information and documents?

CRMC releases information as directed by the 2002 Manville Trust Distribution Process (2002 Manville TDP), Section I.1, which governs litigation between Trust Beneficiaries. The information and documents released are to be used solely as provided by applicable law in the jurisdiction in which their production has been sought. The relevant provisions of the 2002 Manville TDP Section I are as follows:

I. All Trust Beneficiaries Treated Alike.

In order to conserve the assets of the Trust, except as set forth below, Trust Beneficiaries – both plaintiffs and defendants – will dismiss, without prejudice, all present cases, are enjoined from filing future litigation against Manville or the Trust, and are required to pursue their claims against the Trust only as provided in this TDP. Except as provided in Section F above and subsection 1(c) below, the Trust will make no appearance in any court, and no Trust Beneficiary will be permitted to proceed in any manner against the Trust or Manville in any state or federal court.

1. Litigation between Trust Beneficiaries.

(b) **Right to introduce evidence.** In any litigation between Trust Beneficiaries, all Beneficiaries shall retain their respective rights provided by applicable law to introduce evidence at trial in state or federal court.

(e) **Discovery and informational issues.** The Trust shall comply with the rules of discovery pertaining to non-parties under applicable law.

(f) **Verification of settlement information.** In response to a Co-Defendant request, the Trust and the claimant shall promptly verify, no later than the start of jury selection in the trial of an action by the claimant against the Co-Defendant, the fact of any settlement or any filing by the claimant of a claim with the Trust; and shall provide information regarding the amount and terms of any such settlement at the time and with the detail required by applicable law.

Pursuant to Section I.1.(f), in response to a phone, e-mail or other written inquiry, CRMC verifies whether a claim has been filed and settled. Other information and documents can be obtained based upon any of the following:

1. Written consent of the claimant;
2. A court order; or
3. A subpoena that complies with procedural requirements in the jurisdiction in which it is issued.

2. When does CRMC respond to a subpoena?

CRMC requires that requests made by subpoena confirm when and how notice of the request was given to claimants as well as their deadline for moving to quash the subpoena. In most instances, the documents served on the Manville Trust indicate that claimants' counsel also have been served. If it is not clear from the documents whether claimants have been served, or if the CRMC staff is aware of issues between the parties to the litigation, claimants' counsel are contacted to determine whether they consent to CRMC's release of information and documents or intend to move to quash the subpoena.

Jurisdictions vary greatly as to the timing and extent of information and documents to which Co-Defendants are entitled. For jurisdictions in which claimants' counsel routinely do not object to release of the information or documents, CRMC has not insisted that Co-Defendants incur the time or expense associated with serving subpoenas issued by other courts through a Virginia court. If claimants' counsel do object, CRMC will not release the information or documents without full compliance with procedural requirements and will await a court's determination of the issue or confirmation of an agreement between the parties. In all instances, copies of materials sent to Co-Defendants also are sent to claimants' counsel.

3. What information does CRMC release?

On January 28, 2002, CRMC launched its e-ClaimsTM processing system. This system includes an option for interactive web-based electronic claim filing by law firms. Since this option became available, CRMC has trained and certified more than 400 e-ClaimsTM Users representing more than 90 law firms. In response to a series of questions or prompts that appear on the e-ClaimsTM screens, these law firm representatives enter information for about seventy-five percent (75%) of the claims filed against the Manville Trust. For the approximately twenty-five percent (25%) of the claims that are filed on paper proof of claim (POC) forms, the information is entered into the e-ClaimsTM system by a CRMC Customer Relations Analyst (CRA).

In response to Third Party discovery requests, CRMC releases information maintained in the e-ClaimsTM system as described below, and documentation and information submitted by the claimant. CRMC does not release correspondence that relates to claim evaluation and negotiation by and between CRMC and claimant/counsel. CRMC also does not release CRMC internal evaluation and operational processing information.

Unless a claimant alleges SOE (disease levels III, IV, V and VII) or their claim is selected for Quality Control (QC) or other audit review, only limited medical and exposure evidence must be submitted to CRMC for claims that are resolved through the categorization process (about 98 percent of all claims filed against the Manville Trust). Only about 2 percent of all claimants request Individual Evaluation or Arbitration.

The letters highlighted below are listed on the e-Claims™ screen printouts under the heading ‘Action/View.’ CRMC provides printouts of screens D, E and I, but does not provide printouts of the remaining screens, all of which relate to internal CRMC claim evaluation processes and negotiation. The following information is captured on these screens:

D = Injured party demographics and claim status information:

Law Firm Name, Claimant Name, Social Security Number (or International ID number if the claim is foreign), date of birth, gender, address and contact information; date of death and personal representative (if any); Smoking History; and Claim Status (claim status identifiers are attached), including POC number, name of trust against which the claim is filed, date filed, disease level, claim type (FIC = first injury claim; SIC = second injury claim); and value. Claims filed after June 20 2001, with FIFO numbers greater than 445,000 have all received initial pro rata offers that are five percent (5%) of their liquidated settlement value. Prior to that date, most claimants received a ten percent (10%) pro rata payment.

E = Includes some of the same claimant identification information as the “D” screen and adds the following:

Law Firm information, litigation history and exposure history (the occupation and industry codes are attached). If claimant is seeking compensation at a disease level for which evidence of SOE is required, and if claimant was exposed by working in close proximity to a co-worker who was directly working with asbestos, the nature of their co-worker’s exposure will be indicated by vicinity occupation (Vic Occ), the occupation of the worker through whom they were exposed, and vicinity type (Vic Type), the co-worker’s exposure type. The exposure types are set forth in the 2002 Manville TDP, Section E.2.(b):

Significant Occupational Exposure. “Significant Occupational Exposure” [SOE] means employment for a cumulative period of at least five years, in an industry and an occupation in which the claimant:

- (i) handled raw asbestos fibers on a regular basis;
- (ii) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers;

- (iii) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers; or
- (iv) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (i), (ii) and/or (iii).
- (v) none of the above

I = Claim Detail. This is a summary of the key information that affects the processing and payment of a claim.

The following remaining screens, which CRMC does not routinely provide, all relate to CRMC's internal claim evaluation and negotiation processes.

C = Categorization Decision Tree (CDT). The CDT is the 'heart' of the CRMC's proprietary e-Claims™ system. Based on claim specific information entered in this part of the program, the system automatically categorizes the claim based on the categorization criteria set forth in the 2002 Manville TDP, Section D.

O = Offer Status. The Offer Status Screen provides the date, amount of settlement and the disease compensated. Information on this screen, which includes a link to an "Explanation of Value Screen," is duplicated on the Claim Detail Screen (**I**) (discussed below; **I** is one of the screens CRMC routinely provides in response to Third Party subpoena requests), which indicates the disease level, the Scheduled ("Base") Value for that disease level, factors that would adjust the claim's value (such as Manville employee, which would double a Scheduled Value offer, or foreign exposure, which would result in a lower offer), any adjustment based on a prior claim filing, the applicable pro rata payment percentage, and the Trust payment amount.

H = History. The history screen includes 'milestone' dates for key activities related to CRMC's processing of the claim. These include the dates a claim is filed and resolved, which are included on other screens that are produced.

A = Activity Notes. As part of the internal claim evaluation process, the Activity Notes are accessible only to CRMC.

U = Claim Hold Information. Claims may be placed in a hold status for a variety of reasons, such as law firm representation disputes.

S = CDT Summary. As part of the claim evaluation and negotiation process, the CDT screens are accessible only to the Law Firm that enters the information and CRMC.

Q = Quality Control (QC). As part of the internal claim evaluation process, the QC screens are accessible only to CRMC.

P = Payment history. Relevant information on this screen is released on other screens.

In addition to the D, E and I “screenshots” from the e-Claims™ processing system, CRMC provides copies of the medical records, exposure affidavits, death certificates and similar documents submitted in support of the claim. These documents are imaged upon receipt and filed by POC number in a document management system (DMS). Except in the case of claims that are audited or claims that are filed in paper form, CRMC does not routinely receive medical documents in support of mesothelioma claims.

For claims filed on paper, CRMC will provide copies of the POC form and supporting submissions. Unless specifically ordered by a court, CRMC will not provide correspondence that relates to claim evaluation and negotiation by and between CRMC and claimant/counsel. CRMC does not provide copies of settlement checks, electronic fund transfer (EFT) reports, or releases. In most cases, law firms maintain the releases pursuant to a law firm affidavit/agreement.

Additional information concerning CRMC and claims against the Manville Trust, including the 2002 Manville TDP, sample claim forms and releases, SOE Occupation and Industry charts, and the CRMC’s Asbestos Claims Research Facility in Denver, is available on the CRMC website, www.claimsres.com. You also may contact Senior Attorney Jared Garelick: jgarelick@claimsres.com; (703) 205-0836 or CRMC Paralegal Alek Pivec, alek.pivec@claimsres.com; (703) 205-0821.

**SECOND AMENDED AND RESTATED MANVILLE PERSONAL INJURY
SETTLEMENT TRUST AGREEMENT**

Second Amended and Restated Manville Personal Injury Settlement Trust Agreement, dated as of February 26, 2001, among Johns Manville Corporation (formerly known as Schuller Corporation and as Manville Corporation) (the "Company"), as successor to the Trustors (as hereinafter defined), and Robert A. Falise, Louis Klein, Jr., Frank J. Macchiarola and Christian E. Markey, Jr., as trustees (such persons and their successors appointed pursuant hereto, the "Trustees") and successors to the Original Trustees (as hereinafter defined), and Elihu Inselbuch, Esq, counsel to the Selected Counsel For The Beneficiaries, and Leslie Gordon Fagen, Esq., the Legal Representative.

WHEREAS, Johns-Manville Corporation, Manville Corporation, Manville Sales Corporation, Manville Canada Inc., Manville Investment Corporation, Ken-Caryl Ranch Corporation and SAL Contract & Supply, Inc., (the "Trustors"), filed petitions for reorganization under chapter 11 of the Code on August 26, 1982; and

WHEREAS, in order to effectuate the Plan, to provide for the payment of Trust Claims and to receive the benefits under the Internal Revenue Code of so providing for certain of such payments, the Trustors, as trustors, entered into the Manville Personal Injury Settlement Trust Agreement dated as of November 28, 1988 (the "Original Trust Agreement") with Donald M. Blinken, Daniel Fogel, Francis H. Hare, Jr., Christian E. Markey, Jr., and John C. Sawhill, as trustees, (the "Original Trustees"), and transferred the Trust Estate to the Trust pursuant thereto; and

WHEREAS, the Original Trust Agreement was amended by an Amendment to Trust Agreement dated as of February 14, 1989, a Second Amendment dated as of November 15, 1990, a Third Amendment dated as of December 6, 1991, a Fourth Amendment dated as of August 6, 1992, a Fifth Amendment dated as of December 9, 1992, a Sixth Amendment dated as of November 5, 1993, a Seventh Amendment dated as of September 22, 1994, an Eight Amendment dated as of August 15, 1995, a Ninth Amendment dated as of March 27, 1996, and a Tenth Amendment dated as of November 21, 1995; and

WHEREAS, on April 29, 1997, the Trustees entered into an Eleventh Amendment, which Amendment and all previous Amendments were renamed the "Amended and Restated Manville Personal Injury Settlement Trust Agreement"; and

WHEREAS, the Company, the Trustees, counsel to the Selected Counsel For The Beneficiaries, and the Legal Representative entered into an Amendment to the Amended and Restated Manville Personal Injury Settlement Trust Agreement dated as of February 26, 2001, which Amendments and the Amended and Restated Manville Personal Injury Settlement Trust Agreement are hereby renamed the Second Amended and Restated Personal Injury Settlement Trust Agreement;

NOW, THEREFORE, THIS SECOND AMENDED AND RESTATED MANVILLE PERSONAL INJURY SETTLEMENT TRUST AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED as follows:

ARTICLE I

DEFINITIONS

Unless the context requires otherwise, all capitalized terms used herein and not otherwise defined have the meanings assigned to them in Exhibit A to the Second Amended and Restated Plan of Reorganization of the Company.

ARTICLE II

DECLARATION OF TRUST

2.01 *Name.* The Trust shall be known as "Manville Personal Injury Settlement Trust", and the Trustees may transact the business and affairs of the Trust in that name.

2.02 *Purposes.* The purposes of the Trust are:

(i) to use the assets in the Trust Estate to deliver fair, adequate and equitable compensation to bona fide Beneficiaries, whether presently known or unknown, without overpaying or underpaying any claims and with settlement to be preferred over arbitration, arbitration to be preferred over resort to the tort system, and fair and efficient resolution of claims to be preferred over all else;

(ii) to enhance and preserve the Trust Estate;

(iii) otherwise to carry out the provisions of this Trust Agreement, the Supplemental Agreement, as amended by the Second Amended and Restated Supplemental Agreement, Annex D to this Agreement, the PD Supplemental Agreement and any other agreements into which the Trustees have entered or will enter in connection with the Plan.

In furtherance of the foregoing purposes, the Trustees shall be responsible for supervising and administering the Claims Resolution Facility, unless such facility is an Industry-Wide Claims Handling Facility, in which event the Trustees shall be responsible for monitoring and supervising the Trust's participation in such facility.

2.03 *Transfer of Assets.* The Trustors transferred and assigned to the Trust the assets listed in Part A of Schedule I hereto, having theretofore obtained all consents and taken all other steps prerequisite to such transfer and assignment. The Company, as the successor of the

Trustors for this purpose, shall take any and all steps as may be further necessary to effectuate fully the transfer and assignment of such assets to the Trust. Upon execution and delivery by the Original Trustees of the Supplemental Agreement, as amended by the Second Amended and Restated Supplemental Agreement, the Trust in addition received or became entitled to receive from the Company the assets listed in Parts B and C of Schedule I hereto in accordance with the terms of the Supplemental Agreement, as amended by the Second Amended and Restated Supplemental Agreement.

2.04 *Acceptance of Assets and Assumption of Liabilities.* In connection with and in furtherance of its purposes and subject to Section 5.04, the Original Trustees hereby expressly accepted the transfer and assignment to the Trust of the assets listed on Schedule I hereto and the Trust hereby further expressly assumes or undertakes all Trust Claims and all Indemnification Liabilities. Except as otherwise provided in the Claims Resolution Procedures as such procedures are amended by the Trust Distribution Process, Annex C to this Agreement, and the Co-Defendants' Procedures as such procedures are amended by the Trust Distribution Process, the Trust shall have all defenses, cross claims, and rights to liens, offsets and recoupment that the Company and other Debtors would have had under applicable nonbankruptcy law with respect to the Trust Claims and Indemnification Liabilities assumed by the Trust. Except as amended by the Trust Distribution Process, (a) the Trust shall not have any obligation with respect to any warranty, guarantee or indemnification liability or obligation constituting an AH Claim or an Other Asbestos Obligation or an Indemnification Liability under Clause (b) of the definition thereof, unless (i) the Trust is notified of the assertion of the underlying claim giving rise to the warranty, guarantee or indemnification liability or obligation against the Person entitled to the benefits of such warranty, guarantee or indemnification promptly after the later of the Consummation Date and the date on which such Person becomes aware of the underlying claim, (ii) following the Consummation Date the Trust is provided the opportunity to conduct the defense of such claim and (iii) neither any of the Trustors nor such other Person settles such claim without the consent of the Trust and (b) the Trust shall not pay any contribution liability or obligation constituting an AH Claim or an Other Asbestos Obligation, other than an Indemnity Claim or a Contribution Claim, or constituting an Indemnification Liability unless and until the aggregate liability of the Trust in respect of the claim underlying such contribution liability or obligation, whether directly or through contribution, has been Liquidated. Following assertion of any claim against any past or present officer, director or employee of any of the Trustors that gives rise to a Trust Claim by such officer, director or employee for indemnification from the Trust or of any claim that gives rise to an Indemnification Liability, the Trust shall assume and conduct the defense of the underlying claim, *provided* that the conditions set forth in Clauses (a)(i) and (iii) of this Section 2.04 are satisfied.

ARTICLE III

POWERS; TRUST ADMINISTRATION

3.01 *Powers.* (a) Subject to the limitations set forth in this Trust Agreement, the Trustees shall have the power to take any and all such actions as in the judgment of the Trustees

are necessary or convenient to effectuate the purposes of the Trust, including, without limitation, each power expressly granted in Subsection (b) below and any power reasonably incidental thereto.

(b) Without limiting the generality of Subsection (a) above, the Trustees shall have the power to:

(i) receive and hold the Trust Estate, and invest and re-invest monies, other assets and proceeds held from time to time therein;

(ii) supervise and administer the Claims Resolution Facility, or if such facility is an Industry-Wide Claims Handling Facility, monitor and supervise the Trust's participation in such facility, or create, own or acquire an ownership interest in a claims resolution facility as described in Clause (xvii) below and supervise and administer such claims resolution facility or monitor and supervise the Trust's participation therein;

(iii) pay Indemnification Liabilities and other Trust Expenses and Trust Claims either Liquidated in accordance with the Claims Resolution Facility or the Co-Defendants' Procedures, as such procedures are amended by the Trust Distribution Process, as applicable, or otherwise Allowed;

(iv) borrow money and issue notes and other evidences of indebtedness (which notes or other evidences of indebtedness may exonerate the Trustees from personal liability with respect thereto) in the ordinary course of operations for payment of Indemnification Liabilities and other Trust Expenses and Trust Claims and secure any of its obligations by mortgage, pledge or other encumbrance of all or any of its property or income;

(v) enter into the Supplemental Agreement, as amended by the Second Amended and Restated Supplemental Agreement, the PD Supplemental Agreement and any other agreements required by the Plan and perform all of the Trust's obligations thereunder;

(vi) exercise all rights and benefits available to the Trust with respect to the Insurance Coverage, subject to the provisions of the Supplemental Agreement, as amended by the Second Amended and Restated Supplemental Agreement;

(vii) exercise all rights and benefits accruing to the Trust as owner of any shares the Trust may own from time to time of Manville Common Stock, subject to the provisions of the Supplemental Agreement, as amended by the Second Amended and Restated Supplemental Agreement, and any other securities or instruments of the Company or of any other issuer;

(viii) take all actions contemplated hereunder with respect to the funds created hereby and, subject to Section 4.01(d), establish such funds, reserves and accounts

within the Trust Estate, in addition to the funds created hereby, as deemed by the Trustees to be useful in carrying out the purposes of the Trust;

(ix) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitral or other proceeding, including, without limitation, in connection with the Claims Resolution Facility;

(x) amend the Bylaws;

(xi) appoint such officers, including a Managing Trustee, and hire such employees and engage such legal, financial, investment and other advisors, managers and agents as, in the judgment of the Trustees, the business of the Trust requires, and pay the Trustees (subject to Section 5.05) and such officers (subject to Section 5.05 in the case of the Managing Trustee), employees, advisors, managers and agents reasonable compensation;

(xii) enter into such other arrangements with third parties as are deemed by the Trustees to be useful in carrying out the purposes of the Trust (possibly including, without limitation, engaging a Person having trust powers to act as paying agent, depository, custodian, or trustee with respect to funds, reserves or accounts created hereby or established pursuant hereto);

(xiii) indemnify (and purchase insurance indemnifying or in lieu of or in addition to such insurance, escrow monies out of the assets of the Trust to establish self-insurance funds indemnifying) (A) the Trustees and officers, employees, agents and representatives of the Trust to the fullest extent that a corporation organized under Delaware law is from time to time entitled to indemnify its directors, officers, employees, agents and representatives, and (B) financial advisors, independent auditors, and investment bankers engaged by the Trust where such indemnification is determined by the Trustees to be necessary or appropriate to serve the objectives of the Trust, which indemnification and insurance may also cover, without limitation, claims based on occurrences during the period from January 9, 1987 to the Consummation Date; and without limiting the foregoing, to establish a segregated security fund of up to \$30,000,000, to be set aside out of the assets of the Trust and devoted exclusively to securing the obligations of the Trust to indemnify such of the Trustees and officers, employees, agents, representatives, financial advisors, independent auditors, and investment bankers of the Trust as may be specified in the instrument or instruments governing such fund or in amendments thereto;

(xiv) enter into any contract or otherwise engage in any transaction with any Trustee or any Person affiliated with any Trustee *provided* that such contract or such transaction is approved by the majority vote of not less than 80% of the Trustees none of whom is a party to or otherwise involved in, or has an interest in, such contract or transaction, it being understood that to the extent permitted by law the usual rules prohibiting fiduciaries from dealing with themselves as individuals or from dealing with

respect to any matter in which they have a personal interest shall not apply to the Trustees;

(xv) delegate any or all of the discretionary power and authority herein conferred at any time with respect to all or any portion of the Trust Estate to any one or more reputable individuals or recognized institutional advisers or investment managers without liability for any action taken or omission made because of any such delegation;

(xvi) consult with the Selected Counsel for the Beneficiaries and the Legal Representative at such times and with respect to such issues relating to the conduct of the Trust as the Trustees consider desirable;

(xvii) at any time after the second anniversary of the Consummation Date, withdraw from the Claims Resolution Facility and create, enter into, participate with others in or merge with, any other claims resolution facility (including, without limitation, a claims resolution facility that handles personal injury and/or property damage claims related to asbestos brought against one or more Persons other than the Trust, in addition to handling Trust Claims for the Trust) or an Industry-Wide Claims Handling Facility, if the Trustees shall determine by unanimous vote, after consultation with the Selected Counsel for the Beneficiaries and any other interested parties whom the Trustees desire to consult, that the purposes and substantive procedures of such other claims resolution facility or such Industry-Wide Claims Handling Facility are consistent with those of the Claims Resolution Facility, which determination by the Trustees shall be final, binding and non-appealable;

(xviii) make any investment or carry on any activity permitted by Section 4.03 hereof;

(xix) serve as a director of any corporation (including, without limitation, the Company or any of its Affiliates) in which the Trust directly or indirectly holds an equity or debt investment (a "Portfolio Company"), including, without limitation, service on any committees or subcommittees of the board of directors of any such Portfolio Company; provided that, commencing on October 1, 1993, any Trustee who also serves concurrently as a director of any Portfolio Company at the request of the Trust (a "Trustee Director") will instruct such Portfolio Company to pay directly to the Trust all meeting fees and annual retainers which such Trustee-Director is entitled to receive in his or her capacity as a director or board committee member of such Portfolio Company, so long as such Trustee remains both a Trustee and a director of such Portfolio Company. For the foregoing purposes, any person who is serving concurrently as a Trustee of the Trust and a director of Schuller Corporation or any majority-owned subsidiary of Schuller Corporation (each, a "Manville Company") will, so long as the Trust continues to own directly or indirectly more than 50% of the outstanding common stock of Schuller Corporation, be conclusively presumed to be serving as a director of such Manville Company at the request of the Trust.

(c) The Trustees shall not have the power to Guarantee any Debt of other Persons, except that the Trust may Guarantee Debts in the ordinary course of business in respect of operating agreements of its wholly owned subsidiary established to administer the Claims Resolution Facility.

3.02 *Administration.* (a) The Trustees have adopted the Bylaws (Annex A to this Trust Agreement) and may make such amendments thereto as the Trustees may approve by resolution adopted by all of the Trustees or by written instrument signed by all of the Trustees. To the extent not inconsistent with the terms of this Trust Agreement, the Bylaws govern the affairs of the Trust.

(b) The accounting period for the Trust shall be the Fiscal Year.

(c) The Trustees shall timely file, or shall deliver to the Company such documents and other information as the Company may reasonably require in order to permit it to timely file, such income tax and other returns and statements as are required to comply with applicable provisions of the Internal Revenue Code and of any state law and the regulations promulgated thereunder.

(d) (i) The Trustees shall cause to be prepared and filed with the Court, as soon as available and in any event within 60 days following the end of each Fiscal Year, an annual report containing financial statements of the Trust (including, without limitation, a balance sheet of the Trust as of the end of such Fiscal Year and a statement of operations for such Fiscal Year) audited by a nationally recognized firm of Independent public accountants selected by the Trustees and certified by such firm as to fairness of presentation and consistency.

(ii) The Trustees shall cause to be prepared and filed with the Court as soon as available and in any event within 30 days following the end of each of the first three quarters of each Fiscal Year, a quarterly report containing financial statements of the Trust (including, without limitation, an unaudited balance sheet of the Trust as of the end of such quarter and a statement of operations for such quarter), certified (subject to normal year-end adjustments) as to the fairness of presentation and consistency by an appropriate officer of the Trust.

(iii) Simultaneously with delivery of each set of financial statements referred to in Subsections (i) and (ii) above, the Trustees shall cause to be prepared and filed with the Court a report containing a summary (in reasonable detail) of the following information with respect to the period covered by the financial statement:

(A) if the Trustees are not participating in an Industry-Wide Claims Handling Facility, the number of Trust Claims Liquidated and the average amount per Trust Claim paid or payable;

(B) if the Trustees are participating in an Industry-Wide Claims Handling Facility or a claims resolution facility that handles claims against other Persons in addition to Trust claims, the information called for by Clause (A) above, modified as necessary to account for the degree and manner in which information is supplied to the Trustees by such facility with respect to liquidation and payment of Trust Claims;

(C) the amount of investment income earned by the Trust; and

(D) the amount of Trust Expenses incurred by the Trust.

(e) [Reserved]

ARTICLE IV

FUNDS, PAYMENTS AND INVESTMENTS

4.01 *Funds.* (a) There is hereby created within the Trust Estate the "Basic Trust Fund" consisting of those assets listed in Part A of Schedule I hereto.

(b) [Reserved]

(c) Subject to Section 2.02 hereof, the Trustees may, from time to time, create additional funds, reserves and accounts within the Trust Estate as they may deem necessary, prudent or useful in order to provide for the payment of Trust Expenses and Trust Claims, and may, with respect to any such fund, reserve or account, restrict the use of monies therein; provided that the establishment and use of such funds, reserves and accounts shall not in any event result in any transfer, direct or indirect, of assets between the Basic Trust Fund and any other fund, reserve or account.

(d) Any investment earnings received with respect to, or other proceeds of, any asset held within any fund created hereby or pursuant hereto shall be credited to such fund.

4.02 *Payments.* Payments out of the Trust Estate, other than pursuant to Section 2.04(a) of the Supplemental Agreement, as amended by the Second Amended and Restated Supplemental Agreement, must be made from the Basic Trust Fund, to the extent that the funds therein are available, until such fund has been depleted.

4.03 *Investments.* The Trustees shall have the power to invest or reinvest in such securities (including, without limitation, interests in any entity registered as an investment company under the Investment Company Act of 1940), instruments or other property, real or personal, within or without the United States, and to acquire and hold property for such periods as they may determine, whether or not the same be income-producing, all in accordance with the New York Prudent Investor Act (N.Y.E.P.T.L. § 11.-2.3) as it may be amended or superseded from time to time (the "Prudent Investor Act"). Notwithstanding anything to the

contrary set forth in this Trust Agreement or in the Prudent Investor Act, the Trust may acquire and hold any securities or instruments of, and make any other investments in, (i) the Company and/or any of its Affiliates and (ii) any entity created with the approval of the Trustees to conduct any activities permitted by this Trust Agreement (including, without limitation, a claims resolution facility as described in Section 3.01(b)(xvii)).

4.04 *Source of Payments.* All Trust Expenses and payments in respect of Trust Claims shall be payable solely out of the Trust Estate. Neither the Trustees nor any officer, agent or employee of the Trust nor any of the Trustors nor any of their Subsidiaries nor any director, officer, employee or agent of any of the Trustors or any of their Subsidiaries shall be liable for the payment of any Trust Expense or Trust Claim or other liability of the Trust, and no Person shall look to any of the foregoing Persons for payment of any such expense or liability.

ARTICLE V

TRUSTEES

5.01 *Number.* Except during the period contemplated by Section 5.03(b), there shall be no fewer than four Trustees and no more than six Trustees.

5.02 *Term of Service.* (a) The Trustees shall serve until death or resignation pursuant to Subsection (b) below or removal pursuant to Subsection (c) below, subject to mandatory retirement at age 70 unless (and for so long as) it is waived by a majority vote of the remaining Trustees.

(b) Any Trustee may resign at any time by written notice to each of the remaining Trustees, the Selected Counsel for the Beneficiaries, the Legal Representative and, until such time as the Trust is no longer the beneficial owner of voting securities of the Company (other than voting securities held indirectly by the Trust through investment funds, the investments of which the Trust does not control) (the "Company Termination Date"), the Company. Such notice shall specify a date when such resignation shall take effect, which shall not be less than 90 days after the date such notice is given unless (and only for so long as) waived by a majority of the remaining Trustees.

(c) Any Trustee may be removed for cause (which shall be deemed to include any failure to comply with Section 5.09(a) or (b) by the majority vote of the other Trustees, such removal to take effect at such time as the Trustees shall by such vote determine.

5.03 *Appointment of Successor Trustee.* (a) In the event of a vacancy in the position of a Trustee, the vacancy shall be filled by unanimous vote of the remaining Trustees, who shall take into account the relevant provisions hereof, consult with the Selected Counsel for the Beneficiaries and refrain from making any appointment which may result in the appearance of impropriety.

(b) If the Trustees are unable to appoint a successor Trustee pursuant to Subsection (a) above who accepts such an appointment in writing within 90 days after the occurrence of the vacancy in the position of a Trustee and after notice to the Selected Counsel for the Beneficiaries, the Legal Representative and, until the Company Termination Date, the Company and publication of notice in the national edition of The Wall Street Journal or The New York Times, the Trustees shall apply to the Court, which shall appoint a successor Trustee or successor Trustees.

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

5.04 *Liability of Trustees, Officers and Employees.* No Trustee, officer or employee of the Trust shall be liable to the Trust, any Beneficiary or any other Person except for his own gross negligence or willful misconduct. No Trustee, officer or employee of the Trust shall be liable for any act or omission of any other officer, agent or employee of the Trust unless the Trustee, officer or employee acted with gross negligence or willful misconduct in the selection or retention of such officer, agent or employee.

5.05 *Compensation and Expenses of Trustees.* (a) Each of the Trustees shall receive compensation for his or her services as Trustee in the amount of \$30,000 per annum (as increased in the case of Trustee-Directors in the manner provided in the next sentence) plus \$1,000 per diem for each meeting of the Trustees or any committee or subcommittee thereof attended by such Trustee or for special duties performed by such Trustee on behalf of the Trust, and \$1,000 for each day of transcontinental travel in connection with attendance at any such meeting or performance of any such special duties. Each Trustee-Director shall receive from the Trust the per diem and travel allowances referred to in the immediately preceding sentence for such Trustee-Director's attendance at each board, committee and subcommittee meeting of each Portfolio Company of which he or she serves as a director at the request of the Trust; and commencing October 1, 1993 the annual retainer amount referred to in the immediately preceding sentence shall be increased in the case of a Trustee-Director by \$18,750 for each Portfolio Company directorship, and by \$1,875 for each Portfolio Company committee chairmanship, held by such Trustee-Director at the request of the Trust. In addition, the Managing Trustee (if one is elected pursuant to the Bylaws) shall receive, for his or her part-time services on behalf of the Trust, the sum of \$1,500 for each day on which the services rendered by him or her in such capacity occupy a majority of his or her time. All compensation amounts referred to above shall be increased or decreased annually after November 28, 1988 (except the incremental annual amounts payable to Trustee-Directors in respect of each Portfolio Company directorship and committee chairmanship, which amounts shall be increased or decreased annually after October 1, 1993) at the rate of the Consumer Price Index for urban wage earners and clerical workers (U.S. City Average) unadjusted for seasonal variation, published by the Bureau of Labor Statistics of the United States Department of Labor, or otherwise by the Trustees with the approval of the Court. In addition to and notwithstanding the foregoing, any such compensation amounts may be increased by the Trustees to such greater

amounts as the Trustees may reasonably determine from time to time to be appropriate to provide compensation to the Trustees for their services as Trustees and for their service as directors and committee chairmen of portfolio companies at levels comparable to the compensation paid to directors of major U.S. industrial corporations.

(b) All out-of-pocket costs and expenses incurred by the Trustees in connection with the performance of their duties hereunder (including, without limitation, the performance by Trustee-Directors of their duties as directors and committee and subcommittee members of Portfolio Companies) will be promptly reimbursed to the Trustees by the Trust.

5.06 *Indemnification of Trustees, Officers and Employees.* The Trustees, officers and employees of the Trust shall be indemnified by the Trust to the fullest extent that a corporation organized under Delaware law is from time to time entitled to indemnify its directors against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties hereunder, except any such liability, expense, claim, damage or loss as to which they are liable under Section 5.04. Without limiting the generality of the foregoing, any person who is serving or has served at the request of the Trust as a director of any Portfolio Company while also serving as a Trustee of the Trust shall be indemnified by the Trust in the same manner as he or she is indemnified as a Trustee, to the fullest extent that a corporation organized under Delaware law is from time to time entitled to indemnify a person who is or was serving at the request of such corporation as a director of another corporation, against any and all liabilities, expenses, claims, damages or losses incurred by such person as a result of or in connection with such person's service, actions, omissions or capacity as a director of such Portfolio Company (including, without limitation, as a member of a board committee or subcommittee of such Portfolio Company) while such person was serving both as a Trustee and as a director of such Portfolio Company, except for any such liability, expense, claim, damage or loss as to which such person is liable under Section 5.04.

5.07 *Trustees' Lien.* The Trustees shall have a prior lien upon the Trust Estate to secure the payment of any amounts payable to them pursuant to Section 5.05 or 5.06.

5.08 *Trustees' Employment of Experts.* The Trustees may, but shall not be required to, consult with counsel, accountants, appraisers and other parties deemed by the Trustees to be qualified as experts on the matters submitted to them (regardless of whether any such party is a Related Party of any Trustee or is otherwise affiliated with any of the Trustees in any manner, except as otherwise expressly provided in this Trust Agreement or the Supplemental Agreement, as amended by the Second Amended and Restated Supplemental Agreement), and the opinion of any such parties on any matters submitted to them by the Trustees shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustees hereunder in good faith and in accordance with the written opinion of any such party.

5.09 *Additional Qualifications.* (a) No Trustee or Related Party of a Trustee shall represent or shall have represented any of the Trustors or any Person who asserts or has asserted a Trust Claim.

(b) No Trustee shall own any securities of the Company or any of its Affiliates or have any other financial interest, direct or indirect, in the Company or any of its Affiliates.

(c) If there has been a violation of Subsection (a) or (b) above, the Trustee involved is subject to removal pursuant to Section 5.02(c) above.

ARTICLE VI

GENERAL PROVISIONS

6.01 *Irrevocability.* The Trust is irrevocable.

6.02 *Termination.* (a) The Trust shall automatically terminate on the date (the "Termination Date") 90 days after the first to occur of the following events:

(i) all Trust Claims duly filed with the Trust have been Liquidated and paid in full, and twelve consecutive months have elapsed during which no Trust Claim has been filed with the Trust;

(ii) (x) in the judgment of 80% of the Trustees, a *de minimis* number of Trust Claims are being filed at a *de minimis* rate and (y) the Selected Counsel for the Beneficiaries, the Legal Representative and the Company shall have consented in writing to such dissolution;

(iii) the Trust or the Company procures from one or more responsible insurance companies acceptable to the Company, the Selected Counsel for the Beneficiaries and the Legal Representative one or more irrevocable liability insurance policies covering all Trust Claims;

(iv) 21 years less 91 days pass after the death of the last survivor of all of the descendants of Joseph P. Kennedy living on the date hereof; or

(v) the Company and the Trustees, with the written consent of the Legal Representative and the Selected Counsel for the Beneficiaries, agree in writing to the termination of the Trust.

(b) On the Termination Date, all Trust Claims shall be extinguished, the Trust shall be dissolved and the injunction provided for in Paragraph 9.2.A.3 of the Plan shall be modified in accordance with the order issuing such injunction, and all of the Trust's assets shall be transferred and applied to such charitable purposes as the Trustees in their reasonable discretion shall determine, which charitable purposes, if practicable, shall be related to the treatment of asbestos-caused disorders and the Trustees agree to execute and deliver, or cause to be executed and delivered, such agreements, instruments and other documents as may be necessary or advisable to implement the foregoing.

6.03 *Amendments.* (a) The Trustees (by vote of 80% of the Trustees), with only the concurrence (as defined in the Governance Rights Agreement, dated as of July 20, 1993, among the Trust, the Trustees, the Selected Counsel for the Beneficiaries, and the law firms named on the signature pages thereof) of the Selected Counsel for the Beneficiaries and the Legal Representative may modify, supplement or amend this Trust Agreement in any respect, such modification, supplement or amendment to be evidenced in writing; provided, that (i) any modification, supplement or amendment to Section 6.02(a) or 6.03 of this Trust Agreement shall also require the consent of the Company, and (ii) no such modification, supplement or amendment shall, without the written consent of the Company, impose any current or future obligation, liability or duty on the Company or detract from the Company's rights under this Agreement. Written notice of any proposed modification, supplement or amendment shall be provided to the Company in accordance with Section 6.06 hereof no later than 30 days prior to the proposed effectiveness thereof.

(b) [Reserved]

6.04 [Reserved]

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

6.06 *Notices.* Notices to Persons asserting Trust Claims shall be given at the address of such Person, or, where applicable, such Person's legal representative, in each case as provided on such Person's Proof of Claim (as defined in Annex B hereto). Any notices or other communications required or permitted hereunder shall be in writing and delivered at the addresses designated below, or sent by telex or telecopy pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to each such other address or addresses as may hereafter be furnished by the Company to the Trustees or by the Trustees to the Company in compliance with the terms hereof.

All such notices and communications shall be effective when delivered at the designated addresses or when the telex or telecopy communication is received at the designated addresses and confirmed by the recipient by return telex or telecopy in conformity with the provisions hereof.

To the Trust or the Trustees:

Manville Personal Injury Settlement Trust
143 Bedford Road, Suite 200
Katonah, New York 10536
Fax: (914) 767-0377
Attention: Chairman and Managing Trustee

with a copy to:

Sullivan & Cromwell
125 Broad Street
New York, New York 10004
Fax: (212) 558-3588
Attention: Benjamin F. Stapleton, III

To the Company:

Johns Manville Corporation
717 17th Street
Denver, Colorado 80202
Fax: (303) 978-4842
Attention: Corporate Secretary

with copies to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036-6522
Fax: (212) 735-2000
Attention: Franklin M. Gittes

Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Fax: (212) 450-4000
Attention: L. Gordon Harriss

Munger, Tolles & Olson LLP
355 South Grand Avenue
Los Angeles, California 90071
Fax: (213) 687-3702
Attention: R. Gregory Morgan

6.07 *Counterparts.* This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, and such counterparts shall together constitute but one and the same instrument.

6.08 *Successors and Assigns.* The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trustors, the Trust and the Trustees and their respective successors and assigns, except that neither any of the Trustors nor the Trust nor any Trustee may assign or otherwise transfer any of its or his rights or obligations under this Trust Agreement except, in the case of the Trust and the Trustees, as contemplated by Section 6.02.

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

6.10 *Headings.* The headings used in this Trust Agreement are inserted for convenience only and neither constitute a portion of this Trust Agreement nor in any manner affect the construction of the provisions of this Trust Agreement.

6.11 *Governing Law.* This Trust Agreement shall be governed by, administered under and construed in accordance with, the laws of the State of New York.

6.12 *Dispute Resolution.* Any disputes which arise under this Agreement shall be resolved by the Court pursuant to Section 10.1.B of the Plan.

6.13 *Enforcement and Administration.* The provisions of this Agreement and each Annex hereto shall be enforced and administered by the Court pursuant to Section 10.1.G of the Plan. Notwithstanding anything to the contrary contained herein or any state law to the contrary, the United States Bankruptcy Court for the Southern District of New York shall have exclusive jurisdiction to hear and resolve any and all matters relating to the powers and authority of the Trustees hereunder, any actions or omissions by them, the operations or activities of the Trust and the interpretation of this Agreement.

6.14 *Settlement of Trustees' Accounts.* Notwithstanding any state law to the contrary, the Court shall have exclusive jurisdiction over the settlement of the accounts of the Trustees, whether such account is rendered by the Trustees themselves or is sought by any Beneficiary or other Person. The Trustees shall render successive accounts covering periods of not more than five years, commencing on the Consummation Date or the last day of the prior accounting period, as the case may be, except that an account shall be rendered for the period ending on the date of the death, resignation, removal or retirement of any Trustee. Upon the acceptance of any such account by the Court after hearing on notice to the Selected Counsel for the Beneficiaries, the Legal Representative and such other parties as the Court shall designate, the Trustees shall be discharged from any further liability or responsibility to any Beneficiary or other Person as to all matters embraced in such account.

6.15 *No Bond Required.* Notwithstanding any state law to the contrary, each Trustee (including any successor Trustee) shall be exempt from giving any bond or other security in any jurisdiction.

6.16 *Appointment of Clerk as Agent for Service of Process.* Each of the Trustees hereby designates and appoints the Clerk of the Court (the "Clerk") as his agent upon whom process against such Trustee may be served in any action or proceeding under Section 6.12, 6.13 or 6.14 of this Agreement or as to which the Court has otherwise retained jurisdiction pursuant to the Plan. The Clerk shall forthwith mail a copy of any such process served upon him to such Trustee at the address to which notices to the Trustee shall be sent pursuant to Section 6.06 of this Agreement. Successor Trustees, by acceptance of their appointment as such, shall be deemed to have designated and appointed the Clerk in like manner.

IN WITNESS WHEREOF, the Company, as successor to the Trustors, caused the Amendment to the Amended and Restated Manville Personal Injury Settlement Trust Agreement, which is this Second Amended and Restated Manville Personal Injury Settlement Trust Agreement, to be executed by a duly authorized officer and the Trustees, and the Selected Counsel For The Beneficiaries, by their counsel, and the Legal Representative, and each executed this Agreement, all as of the day and year first above written.

MANVILLE PERSONAL INJURY
SETTLEMENT TRUST

/s/ Robert A. Falise, as Trustee
Name: Robert A. Falise

/s/ Louis Klein, Jr., as Trustee
Name: Louis Klein, Jr.

/s/ Frank J. Macchiarola, as Trustee
Name: Frank J. Macchiarola

/s/ Christian E. Markey, Jr., as Trustee
Name: Christian E. Markey, Jr.

SELECTED COUNSEL FOR THE
BENEFICIARIES

/s/ Elihu Inselbuch
Elihu Inselbuch

LEGAL REPRESENTATIVE

/s/ Leslie G. Fagen
Leslie G. Fagen

JOHNS MANVILLE CORPORATION

/s/ Dion Persson
Name

Vice President, Asst. General Counsel
Title

Distribution of Manville Trust Data For Use Solely by Other Trusts

Policy Approved by Manville Trustees October 27, 2009

The Manville Trust will consider distribution of individual level claims data to professionals engaged by another asbestos trust exclusively for aggregate analyses for the other trust and to professionals who have been retained to estimate asbestos liabilities in a court proceeding involving a bankruptcy plan.

The Trust will separately review and decide each such request and will provide Trust data only after concurrence of the SCB and FCR and under conditions and restrictions as the Trust may decide.

In requesting Trust data each other trust or professional engaged by a trust shall describe the specific purpose for its request and data shall be used only for that specific purpose.

Trust data shall not be used for any other than the requested purpose unless the Trust, with concurrence of the SCB and FCR, agrees in writing to additional uses of the data.

Each trust and professional receiving Trust data shall maintain the confidentiality of Trust data and in no case shall Trust data be used or reported for individual claims.

A request will identify all persons for whom access to Trust data is requested. The Trust will determine which persons may have such access and no other person may have access to the Trust's data.

Any recipient of the Trust data who receives a request or order to distribute any of the Trust's data to another person or organization who has not specifically been approved by the Trust will immediately inform the Trust of such request or order. The Trust will determine whether Trust data will be distributed to such other person or organization, and the recipient of Trust data will cooperate with the Trust in seeking an acceptable confidentiality agreement or protective order if the Trust agrees distribution is appropriate or required. No person who is in receipt of trust data will distribute it further without the Trust's approval.

Before receiving Trust data each trust or other professional requesting Trust data shall agree in writing to these and other limitations required by the Trust. Distributed data will remain the exclusive property of the Trust and its claimant beneficiaries and distribution shall provide no interest or rights in the data to recipients other than a license to use the data for purposes requested of and approved by the Trust.

In its review and decision the Trust will give high priority to protecting the confidentiality of information provided by claimants, assuring that data will be used only for the requested purpose and will not be distributed beyond persons whose use is reviewed and approved by the Trust.

The Trust shall charge the receiving trust only for costs of data production, but would otherwise not charge a fee.

MANVILLE TRUST SINGLE USE DATA LICENSE AGREEMENT

*This Form Approved by the Selected Counsel for the Beneficiaries
and the Legal Representative of Future Claimants February 2010*

This Data License Agreement (“Agreement”) is entered into this _____ day of _____, 20____ (the “Effective Date”) between Claims Resolution Management Corporation (“CRMC”), with its principal place of business at 3110 Fairview Park Drive, Suite 200, P.O. Box 12003, Falls Church, VA 22042-0683, and _____, with its principal place of business at _____ (“Licensee”) (collectively, “the Parties”).

Preliminary Statement

CRMC processes asbestos personal injury claims on behalf of the Manville Personal Injury Settlement Trust (the “Manville Trust”). To accomplish this, CRMC collects medical information and other personal information regarding Manville Trust claimants, maintaining such information in confidential and proprietary databases. Following Manville Trust policy, CRMC makes some of this sensitive information available on strictly limited terms to aid asbestos compensation trusts and others that share the Manville Trust’s purpose of fair and efficient compensation of people injured by exposure to asbestos.

1. Grant of License

CRMC grants, and Licensee accepts, upon the terms set forth in this Agreement, a nonexclusive, nontransferable license, without the right to sublicense, to use a copy of certain Manville Trust data (the “Manville Trust Data”) within the United States and its territories. The Manville Trust Data consists of:

the Manville Trust e-Extract (the “e-Extract”), an electronic data base that includes a number of fields of information regarding individual asbestos personal injury claims filed with the Manville Trust. The e-Extract, which might change in content and arrangement over time, currently contains information in fields described in the Data Dictionary attached as Schedule A to this Agreement.

Pursuant to this license, Licensee may use the Manville Trust Data solely on behalf of the Client identified in Paragraph 2(a) of this Agreement, and solely for the purposes set forth in Paragraph 2(b). CRMC and the Manville Trust are and will remain the sole and exclusive owners of all rights, title and interest in and to the Manville Trust Data, including all intellectual property rights and proprietary rights therein.

2. Sole Permitted Client and Purposes

- a. This Agreement permits Licensee to use the Manville Trust Data solely on behalf of the following client (the “Client”):

- b. This Agreement permits Licensee to use the Manville Trust Data solely for the following purposes on behalf of the Client (the “Sole Permitted Purposes”):

This license expressly *does not* permit Licensee or the Client to use personally identifiable claimant information derived from the Manville Trust Data to process or resolve personal injury claims, or to provide individual claim evaluation, processing, or resolution services to other individuals or entities. Nothing in this Agreement limits the right of the Parties to enter into multiple data license agreements to permit Licensee to use the Manville Trust Data on behalf of multiple clients.

3. Authorized Individuals

Other than as permitted by Paragraph 6 of this Agreement, Licensee will restrict internal access to the Manville Trust Data to the following listed individuals (the “Authorized Individuals”), each of whom has a “need to know” in order for Licensee to accomplish the Sole Permitted Purposes, and each of whom has executed a non-disclosure agreement, the form of which is included in the Data Protection Plan described in Paragraph 4 of this Agreement. The following people are the Authorized Individuals:

- a. _____

- b. _____

- c. _____

This list of Authorized Individuals may be expanded only with CRMC’s express written consent.

4. Data Protection Plan

Prior to entry into this Agreement, Licensee has provided CRMC with a copy of a data protection plan (the “Data Protection Plan”) which Licensee represents that it has implemented to guard the security and confidentiality of data in its possession or control, and CRMC has had the opportunity to forward the Data Protection Plan to certain Manville Trust constituencies for comment. The Data Protection Plan includes, among other things, the requirement that approved non-disclosure agreements be signed by all Authorized Individuals, as well as by employees of the Client or other individuals related to the Client (collectively “Client Representatives”) to whom Licensee will communicate information regarding aggregate Manville Trust claims filing trends. Licensee shall follow the provisions of the Data Protection Plan in handling the Manville Trust Data.

5. Confidentiality

Licensee will use its best efforts to maintain the confidentiality of all Manville Trust Data, whether individually claimant identifiable or aggregate. Licensee will in no event publish, disclose, or allow disclosure – orally, in writing, electronically, or through any other means – of any information regarding Manville Trust claims to anyone other than an Authorized Individual or a Client Representative, except as required by a court of competent jurisdiction (and then only with the protections set forth in Paragraph 6 below). Notwithstanding any other limitations on disclosure in this paragraph, Licensee is:

- (a) **Permitted** to reveal to Client Representatives who have signed approved non-disclosure agreements as part of the Data Protection Plan described in Paragraph 4:
 - (i) the results of Licensee’s conclusions regarding the Sole Permitted Purposes, which conclusions incorporate information derived from the Manville Trust Data; and
 - (ii) aggregate information regarding Manville Trust claims; and
- (b) **Permitted**, in relation to litigation, to prepare written reports, affidavits, memoranda, or other written documents referencing aggregate analysis of the Manville Trust Data that will or might be submitted to the court or to other parties to the litigation, and that therefore will or might be read by people other than Authorized Individuals, *so long as*:
 - (i) The documents so prepared exclude all personally identifiable information regarding Manville Trust claimants; and
 - (ii) Licensee prepares such documents for the Client only with the Client’s agreement that the documents be submitted to any court or to other parties to the litigation only as protected, confidential documents, and that CRMC will have the right to approve the confidentiality agreement or protective order that is entered regarding such documents; but Licensee is,
- (c) **Forbidden** from providing the Manville Trust Data to the Client or from otherwise making the Manville Trust Data available to the Client, and is forbidden from disclosing to the Client any personally identifiable information regarding any Manville Trust claimants.

CRMC shall have the right to such injunctive or other equitable relief from a court of competent jurisdiction as may be necessary or appropriate to prevent any use or disclosure of any information regarding Manville Trust claims in any manner which has not been authorized by CRMC. It being impractical to determine actual damages for the breach of this Data License Agreement, Licensee agrees to be liable to CRMC and the Manville Trust for liquidated damages in the amount of \$100,000.00 in the event it or a person under its direction or control breaches the terms of this paragraph.

6. Production Required By Law

If Licensee receives a demand (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to produce the Manville Trust Data or otherwise to disclose any information regarding Manville Trust claims where such demand asserts a legal right to such production, Licensee shall notify CRMC in writing of such demand(s) without delay. Licensee shall cooperate with CRMC in seeking an acceptable confidentiality agreement or protective order before making any such production. Such confidentiality agreement or protective order will identify a specific person or specific persons (the "Receiving Persons") at the entity requesting production who will agree to be subject to terms of this Agreement, including the termination provisions of Paragraph 11. CRMC will notify the Receiving Persons of impending termination of this Agreement, upon which termination the Receiving Persons will return or destroy all copies of the Manville Trust Data in their possession and will certify in writing that they have done so. Receiving Persons shall be prohibited from distributing the Manville Trust Data or any part thereof to any person or entity without CRMC's express written approval.

7. No Copies

Except as required for the efficient use of the Manville Trust Data by Licensee, Licensee shall not make copies or permit copies of the Manville Trust Data to be made without the prior written consent of CRMC. Copies of the Manville Trust Data shall be made available only to and used solely by persons named and approved as Authorized Individuals under Paragraph 3 hereof.

8. Representations and Warranties

CRMC represents and warrants that CRMC is authorized to license the Manville Trust Data, and that the Manville Trust Data does not infringe upon, or constitute a misappropriation of, any intellectual property or other proprietary right of any third party.

Except for the representations and warranties set forth in this Paragraph 8, the Manville Trust Data is provided as is, and CRMC makes no warranties or representations whatsoever in relation to the data contained in the Manville Trust Data. Not all information fields in the Manville Trust Data are complete for each claim. Under no circumstances, including but not limited to negligence, shall CRMC or the Manville Trust be liable for any direct, indirect, special, incidental or consequential damages arising out of Licensee's use or inability to use the Manville Trust Data.

9. Indemnification

Licensee agrees to indemnify and hold CRMC and the Manville Trust harmless from any and all liability, costs, fees and expenses (including attorneys' fees) for any cause of action or other claim arising from Licensee's use of the Manville Trust Data, including any action or claim arising from Licensee's improper release of Manville Trust claims information or failure to follow the Data Protection Plan, whether purposeful or inadvertent.

CRMC agrees to indemnify and hold harmless Licensee from any and all liability, costs, fees and expenses (including attorneys' fees) for any cause of action or other claim arising from an alleged breach of the representations and warranties of Paragraph 8 of this Agreement.

10. Notices

Any notices Licensee is obligated to make pursuant to this Agreement shall be made in writing and sent by United States mail or by reliable commercial courier service to CRMC at 3110 Fairview Park Drive, Suite 200, P.O. Box 12003, Falls Church, VA 22042-0683, to the attention of Data Licensing, or such other address as CRMC may specify in writing. Payments by Licensee shall be sent by the same method to the same address, payable to Claims Resolution Management Corporation.

Any notices CRMC is obligated to make pursuant to this Agreement shall be made in writing and sent by United States mail or by reliable commercial courier service to _____, or such other address as Licensee may specify in writing.

11. Term of Agreement and Termination

The term of this Agreement is for *one year* commencing on the Effective Date, unless one of the parties terminates it earlier. CRMC, in its sole discretion, may extend the term of this Agreement upon the Licensee’s written request. CRMC, at any time during the term of this Agreement, may terminate the Agreement immediately upon Licensee’s violation of any material term of the Agreement, or upon CRMC’s termination of its entire data licensing program. Licensee may terminate the Agreement at any time with written notice to the CRMC. Upon the termination of this Agreement for any reason, Licensee will permanently discontinue all use of the Manville Trust Data under this Agreement and will destroy or return to CRMC all copies of the Manville Trust Data or subsets thereof in its possession, custody or control. After termination, upon request, Licensee will provide CRMC with written certification that it has destroyed or returned all copies of the Manville Trust Data and any subsets thereof in its possession, custody or control. The provisions of Paragraphs 3, 5, 6, 7, 8 and 9 above shall survive the term of this Agreement.

12. Fee

Licensee will pay to CRMC a Fee of \$1,000.00 to cover its costs of producing the Manville Trust Data.

13. Consulting and Support Excluded

This Agreement does not obligate CRMC or the Manville Trust to provide any consulting or support services relating to the Manville Trust Data. If Licensee has any questions regarding the Manville Trust Data, CRMC will determine whether it is appropriate to provide additional clarification or data, and may charge an additional fee for doing so.

14. Entire Agreement and Amendments

This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Party to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by each of them or by their duly authorized representatives on the dates hereinafter subscribed.

CLAIMS RESOLUTION MANAGEMENT CORPORATION

By: _____
Larry J. Haden, President

Date: _____

[LICENSEE]

By: _____

Date: _____

Print