

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

BURNS AND ROE ENTERPRISES, INC., and
BURNS AND ROE CONSTRUCTION
GROUP, INC.,

Debtors.

Chapter 11

Case Nos. 00-41610 and
05-47946

Hon. Rosemary Gambardella

**TRUST DISTRIBUTION PROCEDURES
BURNS AND ROE ASBESTOS PERSONAL INJURY SETTLEMENT TRUST**

Dated: November 10, 2008

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BURNS AND ROE ASBESTOS PERSONAL INJURY SETTLEMENT TRUST

TRUST DISTRIBUTION PROCEDURES

The Trust Distribution Procedures (“TDP” or “Procedures”) contained herein provide for resolving all “Trust Claims” (as such term is defined in the Fourth Amended Joint Plan of Reorganization for Burns and Roe Enterprises, Inc., and Burns and Roe Construction Group, Inc., dated June 9, 2008 (“Plan”)), caused by exposure to asbestos-containing products for which Burns and Roe Enterprises, Inc. (“BREI”) and/or Burns and Roe Construction Group, Inc. (“BRCG”) (together “B&R”)¹ and their predecessors, successors, and assigns have legal responsibility (hereinafter for all purposes of this TDP collectively referred to as “Trust Claims”), as provided in and required by the Plan and by the Burns and Roe Asbestos Personal Injury Settlement Trust Agreement annexed to the Plan (“PI Trust Agreement”). The Plan and PI Trust Agreement establish the Burns and Roe Asbestos Personal Injury Settlement Trust (“PI Trust”). The Trustee of the PI Trust (“Trustee”) shall implement and administer this TDP in accordance with the PI Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the PI Trust Agreement.

Certain claims presented to the PI Trust may also be entitled to treatment as: “Potential CNA Trust Claims” pursuant to (and as such Potential CNA Trust Claims are defined in) the Agreement and Addendum to the Plan of Reorganization of Burns and Roe Enterprises, Inc., and Burns and Roe Construction Group, Inc., executed by the Debtors, the Committee, the Legal Representative, and Continental Casual Company, American Casualty Company of Reading, Pa.,

¹ For purposes of this TDP, “Debtor” means each of BREI and BRCG, separately. The term “Debtor” will include Burns and Roe Services Corporation in the event that the conditions in Section 7.3 of the Plan are satisfied.

and Commercial Insurance Company of Newark, N.J. (now known as Continental Insurance Company by merger (collectively, “CNA”), filed with the Bankruptcy Court as Exhibit I to the Plan (the “CNA Addendum”). To the extent that any Trust Claim is or may be entitled, in whole or in any part, to treatment as a Potential CNA Trust Claim, and to receive compensation on account of such treatment, such Potential CNA Trust Claim, and the respective rights, remedies and procedures relating thereto, are established by and shall be administered exclusively under the CNA Addendum.

SECTION I

Introduction

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

1.2 Interpretation. Except as may otherwise be provided below, nothing in this TDP shall be deemed to create a substantive right for any claimant. Notwithstanding anything else herein contained, to the extent any provision of this TDP is inconsistent with any provision of the Plan or the PI Trust Agreement, the Plan and the Confirmation Order shall control.

1.3 Relationship Between the TDP and the CNA Addendum Concerning Potential CNA Trust Claims. Any claims handling procedures for Trust Claims set forth in the Plan, any Plan Documents, the Asbestos Personal Insurance Trust Documents, or otherwise, other than the CNA Addendum, and any payments made to holders of Trust Claims in connection with those procedures, are not binding on CNA. The CNA Addendum sets forth the exclusive procedures for obtaining defense by CNA of, and payment from CNA of, defense,

liability and/or indemnity for, Trust Claims under the CNA Policies (as such term is defined in the CNA Addendum), including the procedures for assertion and determination of such claims and claims for insurance coverage under the CNA Policies. Subject to the terms and conditions of the CNA Addendum, any claim for defense, liability and/or indemnity for Potential CNA Trust Claims under the CNA Policies will be made pursuant to the terms set forth in the CNA Addendum.

SECTION II

Overview

2.1 PI Trust Goals. The goal of the PI Trust is to treat all claimants fairly, equitably and in substantially the same manner. This TDP furthers that goal by setting forth procedures for processing and paying each Debtor’s several share of the unpaid portion of the liquidated value of Trust Claims generally on an impartial First-In, First-Out (“FIFO”) basis, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the tort system.² To this end, the TDP establishes a schedule of eight asbestos-related diseases (“Disease Levels”), seven of which have presumptive medical and exposure requirements (“Medical/Exposure Criteria”), specific liquidated values (“Scheduled Values”), average values (“Average Values”) and caps on their liquidated values (“Maximum Values”). The Disease Levels, Medical/Exposure Criteria, Scheduled Values and Maximum Values, which are set forth in Section 5.3 below, have all been selected and derived with the intention of achieving a

² As used in this TDP, the phrase “in the tort system” shall not include claims asserted against a trust (other than the PI Trust) established for the benefit of asbestos personal injury claimants pursuant to section 524(g) of the Bankruptcy Code.

fair allocation of the PI Trust funds as among claimants suffering from different disease processes in light of the best available information considering the settlement history of B&R, the rights claimants would have in the tort system absent the bankruptcy, and the available assets of the PI Trust as claims are processed and paid.

2.2 Claims Liquidation Procedures Generally. Trust Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to Section 5.1(a) below. The PI Trust shall take all reasonable steps to resolve Trust Claims as efficiently and expeditiously as possible at each stage of claims processing and arbitration. To this end, the PI Trust, in its sole discretion, may conduct settlement discussions with claimants' representatives with respect to more than one claim at a time, provided that the multiple claimants' respective positions in the FIFO Processing Queue are maintained and each claimant's claim is individually evaluated pursuant to the valuation factors set forth in Section 5.3(b)(3) below. The PI Trust shall also make every effort to resolve each year at least that number of Trust Claims required to exhaust the Maximum Annual Payment and the Maximum Available Payment for Category A and Category B claims, as those terms are defined below.

The PI Trust shall liquidate all Trust Claims except Foreign Claims (as defined below) that meet the presumptive Medical/Exposure Criteria of Disease Levels I–V, VII and VIII under the Expedited Review Process described in Section 5.3(a) below unless the holder of the Trust Claim elects to have the claim processed pursuant to the PI Trust's Individual Review process described in Section 5.3(b) below. Claims involving Disease Levels I–V, VII and VIII that do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may also undergo the PI Trust's Individual Review Process described in Section 5.3(b) below. In such a case, notwithstanding that the claim does not meet the presumptive Medical/Exposure Criteria

for the relevant Disease Level, the PI Trust may offer the claimant an amount up to the Scheduled Value of that Disease Level if the PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system.

Holders of Trust Claims involving Disease Levels II–VIII may, in addition or alternatively, seek to establish a liquidated value for the claim that is greater than its Scheduled Value by electing the PI Trust’s Individual Review Process. However, the liquidated value of a Trust Claim that undergoes the Individual Review Process for valuation purposes may be determined to be less than its Scheduled Value, and in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(4) below. Level VI (Lung Cancer 2) claims and all Foreign Claims may be liquidated only pursuant to the PI Trust’s Individual Review Process.

The Scheduled Values and Maximum Values set forth in Section 5.3(b)(4) have been established for each of the Disease Levels that are eligible for Individual Review of their liquidated values with the expectation that the combination of settlements at the Scheduled Values and those resulting from the Individual Review Process shall over time trend towards the Average Values also set forth in that provision.

All unresolved disputes over a claimant’s medical condition, exposure history and/or the liquidated value of the claim shall be subject to binding or non-binding arbitration as set forth in Section 5.10 below, at the election of the claimant, under procedures that are provided in Attachment A hereto. Trust Claims that are the subject of a dispute with the PI Trust that cannot be resolved by non-binding arbitration may enter the tort system as provided in Sections 5.11 and 7.6 below. However, if and when a claimant obtains a judgment in the tort system, the judgment

shall be payable by the PI Trust (subject to the Payment Percentage, Maximum Available Payment, and Claims Payment Ratio provisions set forth below) only as provided in Section 7.7 below.

2.3 Application of the Payment Percentage. After the liquidated value of a Trust Claim other than a claim involving Other Asbestos Disease (Disease Level I – Cash Discount Payment), as defined in Section 5.3(a)(3) below, is determined pursuant to the procedures set forth herein for Expedited Review, Individual Review, arbitration, or litigation in the tort system, the claimant shall ultimately receive a pro-rata share of that value based on the Payment Percentage described in Section 4.2 below. The Payment Percentage shall also apply to all Pre-Petition Liquidated Claims as provided in Section 5.2 below and to all sequencing adjustments pursuant to Section 7.5 below.

The Payment Percentage applicable at the inception of the PI Trust is twenty-five percent (25%) (“Initial Payment Percentage”), which has been calculated based on the best information available concerning the PI Trust’s estimated assets, including its Insurance Rights under the Subject Insurance Policies, and its estimated asbestos-related liabilities over its life. The Initial Payment Percentage shall remain in effect for not less than two (2) years from the date that the Trust first receives claims following a public announcement that it is accepting claims (“Initial Claims Submission Period”). As provided in Section 4.2 below, however, because of uncertainties regarding the PI Trust’s potential assets and liabilities, the Trustee, with the consent of the Trust Advisory Committee (“TAC”) and the Legal Representative for Future Claimants (“Legal Representative”) (who are described in Section 3.1 below and whose duties and powers are further set forth in the PI Trust Agreement) pursuant to the consent process set forth in Sections 5.7(b) and 6.7(b) of the PI Trust Agreement, shall determine, after the expiration of the

Initial Claims Submission Period, whether the Initial Payment Percentage should be increased or decreased based upon the actual experience of the PI Trust in, among other things: the recovery of assets, including insurance assets; the receipt of payments due under Subject Insurance Settlement Agreements (as such term is defined in the Plan); the number, nature and source of Trust Claims filed with the PI Trust; the receipt, processing and payment of Trust Claims; and other facts and circumstances relating to the determination of the Payment Percentage including, but not limited to, those identified in Section 4.2 below. The Initial Payment Percentage has been calculated on the assumption, among others, that the Average Values set forth in Section 5.3(b)(4) below shall be achieved with respect to existing present claims and projected future claims involving Disease Levels II – VIII.

Notwithstanding any other provision of this TDP, the Trustee may consider adjusting the Initial Payment Percentage prior to the expiration of the Initial Claims Submission Period if he or she deems such reconsideration to be appropriate as a consequence of unexpected changes in the facts and circumstances relating to the PI Trust's recovery of assets (including insurance assets, payments due under Subject Insurance Settlement Agreements, and/or realization of the Trust Contribution), or if requested to do so by the TAC or the Legal Representative as a result of their belief that such changes have occurred. After such reconsideration, the Trustee may change the Initial Payment Percentage, if necessary and appropriate, with the consent of the TAC and the Legal Representative.

The Initial Payment Percentage shall apply to all "PI Trust Voting Claims." The term "PI Trust Voting Claims" includes (i) Pre-Petition Liquidated Claims as defined in Section 5.2(a) below; (ii) claims filed against a Debtor in the tort system or actually submitted to a Debtor pursuant to an administrative settlement agreement prior to December 4, 2000 for claims against

BREI, or prior to October 12, 2005 for claims against BRCG; and (iii) all claims filed against another defendant in the tort system prior to June 6, 2003, the date on which BREI filed its first proposed Chapter 11 plan of reorganization plan with the Bankruptcy Court (the “Plan Filing Date”), *provided, however*, that (1) the holder of a claim described in subsection (i), (ii) or (iii) above or his or her authorized agent, actually voted to accept or reject the Plan pursuant to the voting procedures established by the Bankruptcy Court, unless such holder certifies to the satisfaction of the Trustee that he or she was prevented from voting in this proceeding as a result of circumstances resulting in a state of emergency affecting, as the case may be, the holder’s residence, principal place of business or legal representative’s place of business at which the holder or his or her legal representative receives notice and or maintains material records relating to his or her PI Trust Voting Claim; and (2) the claim was subsequently filed with the PI Trust pursuant to Section 6.1 below on or before the Initial Claims Filing Date defined in Section 5.1(a)(1) below.

Except as elsewhere provided or limited by this TDP, the Payment Percentage may be adjusted upwards or downwards from time to time by the PI Trust with the consent of the TAC and the Legal Representative pursuant to the consent process set forth in Sections 5.7(b) and 6.7(b) of the PI Trust Agreement to reflect then-current reasonable estimates of the PI Trust’s assets and its liabilities, as well as the then-estimated number and value of pending and future Trust Claims. Any adjustment to the Initial Payment Percentage shall be made only pursuant to this Section 2.3 and Section 4.2 below. If the Payment Percentage is increased over time, claimants whose claims were liquidated and paid in prior periods under the TDP shall receive additional payments only as provided in Sections 4.3 and 4.4 below. Because there is uncertainty in the prediction of both the number, severity and value of future claims, and the

amount of the PI Trust's assets, there can be no guarantee of any Payment Percentage for a Trust Claim's liquidated value.

2.4 PI Trust's Determination of the Maximum Annual Payment and Maximum Available Payment. The PI Trust shall estimate or model the amount of cash flow anticipated to be necessary over its entire life to ensure that funds shall be available to treat all present and future Trust Claims as similarly as possible in substantially the same manner. In each year, the PI Trust shall be empowered to pay out, on account of all Trust Claims liquidated during that year, all of the PI Trust's interest and other investment income earned during the year (net of taxes payable with respect thereto), together with a portion of its principal, calculated so that the application of PI Trust funds over the life of the PI Trust shall correspond with the needs created by the anticipated flow of claims and their anticipated value (the "Maximum Annual Payment"), taking into account the Payment Percentage provisions set forth in Sections 2.3 above and 4.2 below. The PI Trust's distributions to all claimants for that year shall not exceed the Maximum Annual Payment determined for that year.

In distributing the Maximum Annual Payment, the PI Trust shall first allocate the amount in question to outstanding Pre-Petition Liquidated Claims and to liquidated Trust Claims involving Disease Level I (Cash Discount Payment) in proportion to the aggregate value of each group of claims. The remaining portion of the Maximum Annual Payment (the "Maximum Available Payment"), if any, shall then be allocated and used to satisfy all other liquidated Trust Claims, subject to the Claims Payment Ratio set forth in Section 2.5 below. In the event there are insufficient funds in any year to pay the total number of outstanding Pre-Petition Liquidated Claims and/or previously liquidated Disease Level I Claims, the available funds allocated to that group of claims shall be paid to the maximum extent to claimants in the particular group based

on their place in their respective FIFO Payment Queue. Claims in either group for which there are insufficient funds shall be carried over to the next year and placed at the head of their FIFO Payment Queue.

2.5 Claims Payment Ratio. In each year, the amounts available for payment of Trust Claims shall be subject to allocation among the Category A Claims and the Category B Claims defined below. Such allocation shall be referred to as the “Claims Payment Ratio.” For purposes of the Claims Payment Ratio, Category A Claims consist of all Trust Claims involving severe asbestosis and malignancies (Disease Levels IV – VIII) that were unliquidated as of the Petition Date, and Category B Claims consist of all Trust Claims involving non-malignant Asbestosis or Pleural Disease (Disease Levels II and III) that were unliquidated as of the Petition Date. In each year, not more than forty percent (40%) of the Maximum Available Payment determined for such year under Section 2.4 above shall be available for payment of Category B Claims that have been liquidated since the Petition Date.³ In each year, not less than sixty percent (60%) of the Maximum Available Payment determined for such year under Section 2.4 above (excluding any excess amounts carried forward from a prior year or years pursuant to the rollover provisions of this Section 2.5 applicable to Category A) shall be available for payment of Category A Claims that have been liquidated since the Petition Date.

The Claims Payment Ratio shall not apply to Pre-Petition Liquidated Claims or claims for Other Asbestos Disease (Disease Level I – Cash Discount Payment).

³ For purposes of this TDP, “Petition Date” means the respective date on which each of BREI or BRCCG commenced its Chapter 11 bankruptcy case.

Based upon B&R's claims settlement history and upon an analysis of present and future claims, the Claims Payment Ratio applicable as of the Effective Date shall authorize the payment of not more than forty percent (40%) of the Maximum Available Payment in each year to Category B Claims during such year. This initial Claims Payment Ratio shall not be subject to amendment at any time prior to the expiration of the Initial Claims Submission Period.

In the event there are insufficient funds in any year to pay the liquidated claims within either or both of the Categories, the available funds allocated to the particular Category shall be paid to the maximum extent to claimants in that Category based on their place in the FIFO Payment Queue described in Section 5.1(c) below, which shall be based upon the date of final claim liquidation. Claims for which in any year there are insufficient funds allocated to the relevant Category shall be carried over to the next year where they shall be placed at the head of the FIFO Payment Queue.

If, for any year, there are excess funds available to pay the Category B Claims because there is an insufficient amount of liquidated claims to exhaust the Maximum Available Payment amount allocable for Category B in such year, then the excess funds for Category B shall be available for the payment of Category A Claims liquidated in such year. There shall be no rollover of funds allocated to Category B Claims from year to year.

If, for any year, there are excess funds available to pay the Category A Claims because there is an insufficient amount of liquidated claims to exhaust the Maximum Available Payment amount allocable for Category A in such year, then the excess funds for Category A shall be rolled over and remain dedicated to Category A Claims.

In considering whether to propose any amendments to the Claims Payment Ratio and/or its rollover provisions with respect to Category A, the Trustee shall consider the reasons for which the Claims Payment Ratio such rollover provisions were adopted, the settlement history that gave rise to its calculation, and the foreseeability or lack of foreseeability of the reasons why there would be any need to make an amendment. In that regard, the Trustee should keep in mind the interplay between the Payment Percentage and the Claims Payment Ratio as it affects the net cash actually paid to claimants.

In any event, no amendment to the Claims Payment Ratio may be made without the consent of the TAC and the Legal Representative pursuant to the consent process set forth in Sections 5.7(b) and 6.7(b) of the PI Trust Agreement. However, the Trustee, with the consent of the TAC and the Legal Representative, may offer the option of a reduced Payment Percentage to holders of claims in either Category A or Category B in return for earlier payment (the “Reduced Payment Option”).

2.6 Indirect Trust Claims. As set forth in Section 5.6 below, Indirect Asbestos Personal Injury Claims (as such term is defined in the Plan) (referred to herein for all purposes as “Indirect Trust Claims”), if any, shall be subject to the same categorization, evaluation, and payment provisions of this TDP as all other Trust Claims.

SECTION III

TDP Administration

3.1 PI Trust Advisory Committee and Legal Representative. Pursuant to the Plan and the PI Trust Agreement, the PI Trust and this TDP shall be administered by the Trustee in consultation with the TAC, which represents the interests of holders of present Trust Claims, and

the Legal Representative, who represents the interests of holders of Trust Claims that shall be asserted in the future (defined in the Plan as Demands). The Trustee shall obtain the consent of the TAC and the Legal Representative on any amendments to these Procedures pursuant to Section 8.1 below, and on such other matters as are otherwise required below and by Section 2.2(f) of the PI Trust Agreement. The Trustee shall also consult with the TAC and the Legal Representative on such matters as are provided below and by Section 2.2(e) of the PI Trust Agreement. The initial members of the TAC and the initial Legal Representative are identified in the PI Trust Agreement.

3.2 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustee shall provide written notice to the TAC and the Legal Representative of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process described in Sections 5.7(a) and 6.7(a) of the PI Trust Agreement, or the Consent Process described in Sections 5.7(b) and 6.7(b) of the PI Trust Agreement, respectively, as applicable to the particular amendment or other action that is proposed.

SECTION IV

Payment Percentage; Periodic Estimates

4.1 Uncertainty of B&R's Personal Injury Asbestos Liabilities. As discussed above, there is inherent uncertainty regarding B&R's total asbestos-related tort liabilities, as well as the total value of the assets available to the PI Trust to pay Trust Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Trust Claims shall receive. To seek

to ensure substantially equivalent treatment of all present and future Trust Claims, the Trustee must determine from time to time the percentage of full liquidated value that holders of present and future Trust Claims shall be likely to receive, i.e., the “Payment Percentage” described in Section 2.3 above and Section 4.2 below.

4.2 Computation of Payment Percentage. As provided in Section 2.3 above, the Initial Payment Percentage has been set at twenty-five (25%). The Initial Payment Percentage or the Payment Percentage in effect from time to time, as the case may be, shall be subject to change pursuant to the terms of this TDP and the PI Trust Agreement, only when permitted pursuant to this TDP and only with the consent of the TAC and the Legal Representative.

After the expiration of the Initial Claims Submission Period specified in Section 2.3, the Trustee shall reconsider the Initial Payment Percentage as provided therein. Thereafter, and no less frequently than once every three (3) years (commencing with the period measured from the first day of January occurring after the expiration of Initial Claims Submission Period), the Trustee shall reconsider the Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage, if necessary and appropriate, with the consent of the TAC and the Legal Representative. The Trustee shall also reconsider the then applicable Payment Percentage at shorter intervals if he or she deems such reconsideration to be appropriate or if requested to do so by the TAC or the Legal Representative, and may, after such reconsideration, change the Payment Percentage, if necessary and appropriate, with the consent of the TAC and the Legal Representative.

The Trustee must base his or her determination of the Payment Percentage on, among other things, current estimates of the number, types, values and source of present and future

Trust Claims, the value of the assets then available to the PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full value to all present and future Trust Claims. When making these determinations, the Trustee shall exercise common sense and flexibly evaluate all relevant factors. The Payment Percentage applicable to Category A or Category B claims may not be reduced to alleviate delays in payments of claims in the other Category; both Categories of claims shall receive the same Payment Percentage, but the payment may be deferred as needed, and a Reduced Payment Option may be instituted as described in Section 2.5 above.

4.3 Applicability of the Payment Percentage. Except as otherwise provided (a) in Section 5.1(c) below for Trust Claims involving deceased or incompetent claimants for which approval of the PI Trust's offer by a court or through a probate process is required, and (b) in Section 4.4 below with respect to supplemental payments, no holder of any Trust Claim other than a Trust Claim seeking compensation for Other Asbestos Disease (Disease Level I - Cash Discount Payment), as defined in Section 5.3(a)(3), shall receive a payment that exceeds the liquidated value of the claim multiplied by the Payment Percentage in effect at the time of such payment. Trust Claims involving Other Asbestos Disease (Disease Level I - Cash Discount Payment) shall not be subject to the Payment Percentage but shall instead be paid the full amount of their Scheduled Value as set forth in Section 5.3(a)(3) below.

If an adjustment of the Payment Percentage has been proposed in writing by the Trustee to the TAC and the Legal Representative but has not yet been adopted, the claimants entitled to payment from the PI Trust shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower

amount but was not subsequently adopted, the claimants entitled to payment from the PI Trust shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage was the higher amount and was subsequently adopted, the claimants entitled to payment from the PI Trust shall thereafter receive the difference between the lower current amount and the higher adopted amount.

The uncertainty surrounding the amount of the PI Trust's future assets is due in significant part to the fact that the estimates of those assets do not take into account the possibility that the PI Trust may receive substantial additional funds from successful recoveries of Insurance Rights (as defined in the Plan) that have been assigned to the PI Trust with respect to which the coverage is presently in dispute or the solvency of the carrier is in doubt, or the possibility that certain carriers which are obligated to make payments to the PI Trust under Subject Insurance Settlement Agreements may not perform their obligations in whole or in part. The uncertainty is also due to the fact that the value and volume of Trust Claims may be greater or lesser than estimated for purposes of establishing whatever Payment Percentage is then in effect, as well as the extent to which changes in existing federal and/or state law could affect the PI Trust's liabilities under this TDP. If the PI Trust successfully resolves an insurance coverage dispute or otherwise receives a substantial recovery of insurance proceeds, and/or if the value or volume of Trust Claims actually filed with the PI Trust is significantly lower than original estimates, the PI Trust shall use those proceeds and/or claims savings as the case may be first to maintain the Payment Percentage then in effect, if possible. Conversely, if the PI Trust does not receive all amounts due under Subject Insurance Settlement Agreements, and thereby realizes assets that are less than original estimates, the Payment Percentage will be subject to reduction.

4.4 Supplemental Payments Upon Increase In Payment Percentage; Suspension of Payment of De Minimis Amounts. If the Trustee, with the consent of the TAC and the Legal Representative pursuant to the consent process set forth in Sections 5.7(b) and 6.7(b) of the PI Trust Agreement, makes a determination to increase the Payment Percentage due to a material change in the estimates of the future assets and/or liabilities of the PI Trust, then the PI Trust shall also make supplemental payments to all claimants whose Trust Claims were previously liquidated and who received payments based on the lower Payment Percentage previously in force. The amount of any such supplemental payment shall be the liquidated value of the claim in question times the newly adjusted Payment Percentage, less all amounts previously paid to the claimant with respect to the claim (excluding the portion of such previously paid amount(s) attributable to any sequencing adjustment paid pursuant to Section 7.5 below).

The PI Trust's obligation to make a supplemental payment to a claimant shall be suspended in the event the pertinent payment would be less than \$100.00, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment(s) suspended because such payment would have been less than \$100.00. However, the PI Trust's obligation shall resume and the PI Trust shall pay any such aggregate supplemental payment(s) due the claimant at such time that the total due such claimant exceeds \$100.00.

4.5 Adjustments for Inflation. All projections upon which the Payment Percentage is based, and all payments or distributions to be made by the Trust on account of resolved Trust Claims, after the first anniversary of the establishment of the Trust, shall be subject to adjustment for yearly inflation based on the *Consumer Price Index for Urban Wage Earners and Clerical Workers* ("CPI-W") published by the United States Department of Labor, Bureau of Labor Statistics.

SECTION V

Resolution of Trust Claims.

5.1 Ordering, Processing and Payment of Claims.

5.1(a) Ordering of Claims.

5.1(a)(1) Establishment of the FIFO Processing Queue. The PI Trust shall order claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “FIFO Processing Queue”). For all claims filed on or before the date that is six months after the date that the PI Trust first makes available the proof of claim forms and other materials required for filing a Trust Claim with the PI Trust (the “Initial Claims Filing Date”), a claimant’s position in the FIFO Processing Queue shall be determined as of the earliest of: (i) the date prior to October 21, 2005 (the “BRCG Petition Date”) that the specific claim was either filed against either of the Debtors in the tort system or was actually submitted to either of the Debtors pursuant to an administrative settlement agreement ; (ii) for claims against BREI, the date before December 4, 2000 (the “BREI Petition Date”) that a claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with BREI; (iii) for claims against BRCG, the date before the BRCG Petition Date that a claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with BRCG; (iv) for claims against BREI, the date after the BREI Petition Date but before the Initial Claims Filing Date that the claim was filed against another defendant in the tort system; (v) for claims against BRCG, the date after the BRCG Petition Date but before the Initial Claims Filing Date that the claim was filed against another defendant in the tort system; (vi) the date after the BREI Petition Date but before the

Initial Claims Filing Date that a proof of claim was filed against either of the Debtors in the Chapter 11 cases; (vii) the date a ballot was submitted in the B&R Chapter 11 case for purposes of voting on the Plan in accordance with the voting procedures adopted by the Bankruptcy Court; or (vii) the date after the Effective Date but on or before the Initial Claims Filing Date that the claim was filed with the PI Trust.

Following the Initial Claims Filing Date, the claimant's position in the FIFO Processing Queue shall be determined by the date the claim is filed with the PI Trust. If any claims are filed on the same date, the claimant's position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the claimant's asbestos-related disease. If any claims are filed and diagnosed on the same date, the claimant's position in the FIFO Processing Queue shall be determined by the date of the claimant's birth, with older claimants given priority over younger claimants.

5.1(a)(2) Effect of Statutes of Limitations and Repose. All

unliquidated Trust Claims must meet either (i) for claims first filed in the tort system against Debtor prior to its Petition Date, the applicable federal, state and foreign statute of limitation and repose that was in effect at the time of the filing of the claim in the tort system, or (ii) for claims that were not filed against a Debtor in the tort system prior to its Petition Date, or for Demands, the applicable statute of limitation that was in effect at the time of the filing of the claim with the PI Trust. However, the running of the relevant statute of limitation shall be tolled as of the earliest of: (A) the actual filing of the claim against a Debtor prior to its Petition Date, whether in the tort system or by submission of the claim to the Debtor pursuant to an administrative settlement agreement; (B) the tolling of the claim against a Debtor prior to its Petition Date by an agreement or otherwise, provided such tolling is still in effect on the Debtor's Petition Date; (C)

for claims against BREI, the BREI Petition Date or (D) for claims against BRCG, the BRCG Petition Date.

If a Trust Claim meets any of the tolling provisions described in the preceding sentence and the claim was not barred by the applicable statute of limitation at the time of the tolling event, it shall be treated as timely filed if it is actually filed with the PI Trust within three (3) years after the Initial Claims Filing Date. In addition, any claims that were first diagnosed, or for which the asbestos-related injury first became manifest, at any time after the applicable Petition Date, irrespective of the application of any relevant statutes of limitation or repose, may be filed with the PI Trust within three (3) years after the date of diagnosis or within three (3) years after the Initial Claims Filing Date, whichever occurs later; *provided, however*, that the two preceding sentences shall not apply to any Trust Claim that was a Demand as of the Initial Claims Filing Date if the asbestos-related injury of the claimant did not first become manifest until more than three (3) years after the Initial Claims Filing Date. However, the processing of any Trust Claim by the PI Trust may be deferred at the election of the claimant pursuant to Section 6.3 below.

5.1(b) Processing of Claims. As a general practice, the PI Trust shall review its claims files on a regular basis and notify all claimants whose claims are likely to come up in the FIFO Processing Queue in the near future.

5.1(c) Payment of Claims. Trust Claims that have been liquidated by the Expedited Review Process as provided in Section 5.3(a) below, by the Individual Review Process as provided in Section 5.3(b) below, by arbitration as provided in Section 5.10 below, or by litigation in the tort system provided in Section 5.11 below, shall be paid in FIFO order based on the date their liquidation became final (the “FIFO Payment Queue”), all such payments being

subject to the applicable Payment Percentage, the Maximum Available Payment, the Claims Payment Ratio and the sequencing adjustment provided for in Section 7.5 below, except as otherwise provided herein.

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

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

5.2 Resolution of Pre-Petition Liquidated Trust Claims.

5.2(a) Processing and Payment. As soon as practicable after the Effective Date, the PI Trust shall pay, upon submission by the claimant of the appropriate documentation, all Trust Claims that were liquidated by (i) a binding settlement agreement for the particular

claim entered into prior to the Petition Date that is judicially enforceable by the claimant, (ii) a jury verdict or non-final judgment in the tort system obtained prior to the Petition Date, or (iii) by a judgment in the tort system that became a Final Judgment (as defined in the Plan) prior to the Petition Date (collectively “Pre-Petition Liquidated Claims”). In order to receive payment from the PI Trust, the holder of a Pre-Petition Liquidated Claim must submit all documentation necessary to demonstrate to the PI Trust that the claim was liquidated in the manner described in the preceding sentence, which documentation shall include (A) a court authenticated copy of the jury verdict (if applicable), a non-final judgment (if applicable), or a final judgment (if applicable) and (B) the name, social security number and date of birth of the claimant and the name and address of the claimant’s lawyer.

The liquidated value of a Pre-Petition Liquidated Claim shall be the respective Debtor’s unpaid portion of the amount agreed to in the binding settlement agreement, the unpaid portion of the amount awarded by the jury verdict or non-final judgment, or the unpaid portion of the amount of the Final Judgment (as defined in the Plan), as the case may be, plus interest, if any, that has accrued on that amount in accordance with the terms of the agreement, if any, or under applicable state law for settlements or judgments as of the Petition Date. Except as otherwise provided in Section 7.4 below for claims arising under the Alabama Wrongful Death Statute the liquidated value of a Pre-Petition Liquidated Claim shall not include any punitive or exemplary damages, and no interest shall be payable on such punitive or exemplary damages. In the absence of a Final Order (as defined in the Plan) of the Bankruptcy Court determining whether a settlement agreement is binding and judicially enforceable, a dispute between the claimant and the PI Trust over this issue shall be resolved pursuant to the same procedures in this TDP that are

provided for resolving the validity and/or liquidated value of a Trust Claim (i.e., arbitration and litigation in the tort system as set forth in Sections 5.10 and 5.11 below).

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

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

5.3 Resolution of Unliquidated Trust Claims. Within six (6) months after the establishment of the PI Trust, the Trustee with the consent of the TAC and the Legal Representative shall adopt procedures for reviewing and liquidating all unliquidated Trust Claims, which shall include deadlines for processing such claims. Such procedures shall also

require claimants seeking resolution of unliquidated Trust Claims to first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 below. It is anticipated that the PI Trust shall provide an initial response to the claimant within six months of receiving the proof of claim form.

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing and to elect either the PI Trust's Expedited Review Process or its Individual Review Process, both of which are described below. Irrespective of the Disease Level alleged on the proof of claim form, all claims shall be deemed to be a claim for the highest Disease Level for which the claim qualifies at the time of filing, and all lower Disease Levels for which the claim may also qualify at the time of filing or in the future shall be treated as subsumed into the higher Disease Level for both processing and payment purposes.

Upon filing of a valid proof of claim form with the required supporting documentation, the claimant shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.1(a) above. The PI Trust shall provide the claimant with six-months notice of the date by which it expects to reach the claim in the FIFO Processing Queue, following which the claimant shall promptly (i) advise the PI Trust of any change in the claimant's original election of the Expedited Review Process or Individual Review Process; (ii) provide the PI Trust with any additional medical and/or exposure evidence that was not provided with the original claim submission; and (iii) advise the PI Trust of any change in the claimant's Disease Level. If a claimant fails to respond to the PI Trust's notice prior to the PI Trust's reaching of the claim in the FIFO Processing Queue, the PI Trust shall process and liquidate the claim under the review process the claimant originally elected based upon the medical/exposure

evidence previously submitted by the claimant, although the claimant shall retain the right to request Individual Review in the circumstances described in Section 5.3(b) below.

5.3(a) Expedited Review Process.

5.3(a)(1) In General. The PI Trust's Expedited Review Process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all claims (except those involving Lung Cancer 2 - Disease Level VI and all Foreign Claims (as defined below), which shall only be liquidated pursuant to the PI Trust's Individual Review Process) where the claim can easily be verified by the PI Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides both claimants and the PI Trust with a substantially less burdensome and less expensive process for pursuing Trust Claims than does the Individual Review Process described in Section 5.3(b) below. Expedited Review is also intended to provide qualifying claimants a fixed and certain claims payment.

Thus, claims that undergo Expedited Review and meet the presumptive Medical/Exposure Criteria for the relevant Disease Level shall be paid the Scheduled Value for such Disease Level set forth in Section 5.3(a)(3) below. However, except for claims involving Other Asbestos Disease (Disease Level I), all claims liquidated by Expedited Review shall be subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio limitations set forth above. Claimants holding claims that cannot be liquidated by Expedited Review because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may elect the PI Trust's Individual Review Process set forth in Section 5.3(b) below.

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

5.3(a)(2) Claims Processing Under Expedited Review. All claimants electing liquidation of their claims pursuant to Expedited Review shall file the PI Trust's proof of claim form provided in Attachment B hereto. As a proof of claim form is reached in the FIFO Processing Queue, the PI Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the seven Disease Levels eligible for Expedited Review, and shall advise the claimant of its determination. If a Disease Level is determined, the PI Trust shall tender to the claimant an offer of payment of the Scheduled Value (as adjusted by the applicable Payment Percentage) for the relevant Disease Level multiplied by the applicable Payment Percentage, together with a form of release approved by the PI Trust. If the claimant accepts the Scheduled Value and returns the release properly executed, then the result of the Expedited Review shall be binding upon the claimant and the PI Trust, and the claim shall be placed in the FIFO Payment Queue, following which the PI Trust shall disburse payment to such claim when it is reached in the FIFO Payment Queue, subject to the limitations of the Maximum Available Payment and Claims Payment Ratio, if any. If the PI Trust offers payment of the Scheduled Value for a Disease Level that is not as high a Disease Level as the claimant believes is appropriate, the claimant may decline to accept the Scheduled Value and elect the PI Trust's Individual Review Process set forth in Section 5.3(b) below.

5.3(a)(3) Disease Levels, Scheduled Values and Medical/Exposure Criteria. The eight Disease Levels covered by this TDP, together with the

Medical/Exposure Criteria for each and the Scheduled Values for the seven Disease Levels eligible for Expedited Review, are set forth below. These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all PI Trust Voting Claims (except Pre-Petition Liquidated Claims) filed with the PI Trust on or before the Initial Claims Filing Date provided in Section 5.1(a)(1) above. Thereafter, with the consent of the TAC and the Legal Representative, the Trustee may add to, change or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values or Medical/Exposure Criteria; or determine that a novel or exceptional asbestos personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then current Disease Levels.

<u>DISEASE LEVEL</u>	<u>SCHEDULED VALUE</u>	<u>MEDICAL/EXPOSURE CRITERIA</u>
Mesothelioma (Level VIII)	\$60,000	(1) Diagnosis ⁴ of mesothelioma; and (2) evidence of B&R Exposure (as defined in Section 5.7(b)(3) below).
Lung Cancer 1 (Level VII)	\$ 30,000	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease ⁵ ; (2)

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

⁵ Evidence of “Bilateral Asbestos-Related Nonmalignant Disease” for purposes of meeting the criteria for establishing Disease Levels I, II, III, V, and VII, means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale; or (ii) (x) a chest X-ray read by a qualified B reader or other Qualified Physician, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (*e.g.*, an ILO report, a written radiology report or a pathology report). Solely for claims filed against B&R or another defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest x-ray or a CT scan read by a Qualified Physician; or (ii) pathology, in each case showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or

evidence of not less than six months B&R Exposure prior to December 31, 1982; (3) Significant Occupational Exposure to asbestos (as defined in Section 5.7(b)(2) below); and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

Lung Cancer 2 (Level VI) None

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

Lung Cancer 2 (Level VI) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer 1 (Level VII) claims. All claims in this Disease Level shall be individually evaluated.

Level VI claims that show no evidence of either an underlying Bilateral Asbestos-Related Non-malignant Disease or Significant Occupational Exposure may be individually evaluated, although it is

bilateral pleural calcification consistent with, or compatible with, a diagnosis of asbestos-related disease shall be evidence of Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Disease Level I, II, III, V and VII. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, "Asbestos-associated Diseases," Vol. 106, No. 11, App. 3 (October 8, 1982). For purposes of this TDP, a "Qualified Physician" is a physician who is board-certified (or in the case of Canadian claims or Foreign Claims, a physician who is certified or qualified under the applicable medical standards or criteria of the jurisdiction in question) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine or occupational medicine; provided, however, that the requirement for board certification shall not apply to otherwise qualified physicians whose X-ray and/or CT scan readings are submitted for deceased holders of Trust Claims.

not expected that such claims shall be treated as having any significant value, especially if the claimant is also a Smoker.⁶ In any event, no presumption of validity shall be available for any claims in this category.

Other Cancer (Level V) \$ 15,000

(1) Diagnosis of a primary colorectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease; (2) evidence of not less than six months B&R Exposure prior to December 31, 1982; (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.

Severe Asbestosis (Level IV) \$ 25,000

(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestos, plus (a) TLC less than 65%, or (b) FVC less than 65% and FEV1/FVC ratio greater than 65%; (2) evidence of not less than six months B&R Exposure prior to December 31, 1982; (3) Significant Occupational Exposure to asbestos; and (4) supporting medical documentation establishing asbestos

⁶ There is no distinction between Non-Smokers and Smokers for either Lung Cancer 1 (Level VII) or Lung Cancer 2 (Level VI), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VII) (evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the PI Trust. In such a case, absent circumstances that would otherwise reduce the value of the claim, it is anticipated that the liquidated value of the claim might well exceed the \$30,000 Scheduled Value for Lung Cancer 1 (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.

exposure as a contributing factor in causing the pulmonary disease in question.

Asbestosis/
Pleural Disease (Level III) \$ 5,000

(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease, plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%; (2) evidence of not less than six months B&R Exposure prior to December 31, 1982; (3) Significant Occupational Exposure to asbestos; and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.

Asbestosis/
Pleural Disease (Level II) \$ 2,000

(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease; (2) evidence of not less than six months B&R Exposure prior to December 31, 1982; and (3) evidence of not less than five years cumulative occupational exposure to asbestos.

Other Asbestos Disease (Level I -
Cash Discount Payment) \$ 200

(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease or an asbestos-related malignancy other than mesothelioma; and (2) evidence of B&R Exposure prior to December 31, 1982.

5.3(b) Individual Review Process.

5.3(b)(1) In General. Subject to the provisions set forth below, a claimant may elect to have his or her Trust Claim reviewed for purposes of determining whether

the claim would be compensable in the tort system even though it does not meet the presumptive Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.3(a)(3) above required for payment under the Expedited Review process. This election may be made by the claimant on the proof of claim form or by written notice to the PI Trust following Expedited Review in which the determination is made that the claim is not eligible for payment under that process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

In addition or alternatively, claimants holding Trust Claims involving Disease Levels II-VIII (but not Disease Level I) may elect to have a claim undergo the Individual Review Process for purposes of determining whether the liquidated value of the claim exceeds the Scheduled Value for the relevant Disease Level also set forth in said provision. However, until such time as the PI Trust has made an offer on a claim pursuant to Individual Review, the claimant may change his or her Individual Review election by written notice to the PI Trust and have the claim liquidated pursuant to the PI Trust's Expedited Review Process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

5.3(b)(2) Treatment of Foreign Claims. The liquidated value of all Foreign Claims payable under this TDP shall be established only under the PI Trust's Individual Review process. Because Trust Claims of individuals exposed in Canada who were resident in Canada when such claims were filed were routinely litigated and resolved in the courts of the United States, and because the resolution history of these claims has been included in developing the Expedited Review Process, such claims shall not be considered Foreign Claims hereunder and shall be eligible for liquidation under the Expedited Review Process. Accordingly, a

“Foreign Claim” is a Trust Claim with respect to which the claimant’s exposure to an asbestos-containing product for which the Debtor has legal responsibility occurred outside of the United States and its Territories and Possessions, and outside of the Provinces and Territories of Canada.

In reviewing such Foreign Claims, the PI Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Claimant’s Jurisdiction as defined in Section 5.3(b)(3)(C) below. The PI Trust shall determine the liquidated value of Foreign Claims based on historical settlements and verdicts in the Claimant’s Jurisdiction as well as the other valuation factors set forth in Section 5.3(b)(3)(C) below.

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

At such time as the PI Trust has sufficient historical settlement, verdict and other valuation data for claims from a particular foreign jurisdiction, the Trustee, with the consent of the TAC and the Legal Representative, may also establish a separate valuation matrix for any such Foreign Claims based on that data.

5.3(b)(3) Determination of Claim Value Under Individual

Review. The Trust’s Individual Review Process is not limited by the claim values set forth in

Section 5.3(a)(3) above, and the Individual Review Process may result in the assignment of values for a Trust Claim that are higher or lower than those set forth in Section 5.3(a)(3), *provided that* the liquidated value for a claim involving Disease Levels II – VIII shall not exceed the Maximum Value for the relevant Disease Level.

5.3(b)(3)(A) Review of Medical/Exposure Criteria. The PI Trust's Individual Review Process provides a claimant with an opportunity for individual consideration and evaluation of a Trust Claim that fails to meet the presumptive Medical/Exposure Criteria for Disease Levels I – V, and VII-VIII. In such a case, the PI Trust shall either deny the claim, or, if the PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the PI Trust can offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level.

5.3(b)(3)(B) Review of Liquidated Value. Claimants holding claims involving Disease Levels II – VIII shall also be eligible to seek Individual Review of the liquidated value of their claims, as well as of their medical/exposure evidence. The Individual Review Process is intended to result in payments equal to the full liquidated value for each claim multiplied by the Payment Percentage; however, the liquidated value of any Trust Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels II – VIII shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(4) below. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review Process may be paid the liquidated value of their Trust

Claims later than would have been the case had the claimant elected the Expedited Review Process. The PI Trust shall devote reasonable resources to the review of all claims to ensure that there is a reasonable balance maintained in reviewing all classes of claims.

5.3(b)(3)(C) Valuation Factors to be Considered in Individual Review; Claimant's Jurisdiction. The PI Trust shall liquidate the value of each Trust Claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The PI Trust shall thus take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) evidence that the claimant's damages were (or were not) caused by asbestos exposure, including exposure to an asbestos-containing product for which the Debtor has legal responsibility prior to December 31, 1982 (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; (v) settlement and verdict histories, and other law firms' experience in the Claimant's Jurisdiction for similarly situated claims; and (vi) settlement and verdict histories for the claimant's law firm for similarly situated claims.

For these purposes, the "Claimant's Jurisdiction" is the jurisdiction in which the claim was filed (if at all) against the Debtor in the tort system prior to its Petition Date. If the claim was not filed against the Debtor in the tort system prior to its Petition Date, the claimant shall elect either (i) the jurisdiction in which the claimant resides at the time of diagnosis or when the

claim is filed with the PI Trust; or (ii) a jurisdiction in which the claimant experienced exposure to an asbestos-containing product for which the Debtor has legal responsibility.

With respect to the “Claimant’s Jurisdiction” in the event a personal representative or authorized agent makes a claim under the TDP for wrongful death with respect to which the governing law of the Claimant’s Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant’s Jurisdiction for such claim shall be the State of New Jersey, and such claimant’s damages shall be determined pursuant to the statutory and common laws of the State of New Jersey without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to Section 5.3(b)(3)(C) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the PI Trust and the claimant, and, to the extent the PI Trust seeks recovery from any entity that provided insurance coverage to the Debtor, the Alabama Wrongful Death Statute shall govern.

5.3(b)(4) Scheduled, Average and Maximum Values. The Scheduled, Average and Maximum Values for the Disease Levels compensable under this TDP are the following:

SCHEDULED DISEASE	SCHEDULED VALUE	AVERAGE VALUE	MAXIMUM VALUE
Mesothelioma (Level VIII)	\$60,000	\$90,000	\$500,000
Lung Cancer 1 (Level VII)	\$30,000	\$40,000	\$200,000
Lung Cancer 2 (Level VI)	None	\$15,000	\$50,000
Other Cancer (Level V)	\$15,000	\$18,500	\$50,000
Severe Asbestosis (Level IV)	\$25,000	\$27,000	\$125,000
Asbestosis/Pleural Disease (Level III)	\$5,000	\$5,400	\$15,000
Asbestosis/Pleural Disease (Level II)	\$2,000	\$2,300	\$8,000
Other Asbestos Disease - Cash Discount Payment (Level I)	\$200	None	None

These Scheduled Values, Average Values and Maximum Values shall apply to all PI Trust Voting Claims (except Pre-Petition Liquidated Claims) filed with the PI Trust on or before the Initial Claims Filing Date as provided in Section 5.1(a)(1) above. Thereafter, the PI Trust, with the consent of the TAC and the Legal Representative pursuant to Sections 5.7(b) and 6.7(b) of the PI Trust Agreement, may change these valuation amounts for good cause and consistent with other restrictions on the amendment power.

5.4 Categorizing Claims as Exigent Hardship Claims. At any time the PI Trust may liquidate and pay Trust Claims that qualify as Exigent Hardship Claims as defined below. Such claims may be considered separately no matter what the order of processing otherwise would have been under this TDP. An Exigent Hardship Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated Trust Claims except Pre-Petition Liquidated Claims and Disease Level I Claims, and shall be subject to the Maximum Available Payment and Claims Payment Ratio described above. A Trust Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level IV) or an asbestos-related malignancy (Disease Levels V-VIII), and the PI Trust, in its sole discretion, determines (i) that the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available income, and (ii) that there is a causal connection between the claimant's dire financial condition and the claimant's asbestos-related disease. Exigent Hardship Claims shall be subject to the Initial Payment Percentage and to any adjustments in the Payment Percentage made pursuant to this TDP.

5.5 Secondary Exposure Claims. If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant must seek Individual Review of his or her claim pursuant to Section 5.3(b) above. In such a case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under this TDP that would have been applicable had that person filed a direct claim against the PI Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the eight Disease Levels described in Section 5.3(a)(3) above or an asbestos-related disease otherwise compensable under the TDP, that his or

her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to asbestos products for which the Debtor has legal responsibility, and that such secondary exposure was a cause of the claimed disease. The proof of claim form included in Attachment B hereto contains an additional section for Secondary Exposure Claims. All other liquidation and payment rights and limitations under this TDP shall be applicable to such claims.

5.6 Indirect Trust Claims. Indirect Trust Claims asserted against the PI Trust based upon theories of contribution or indemnification under applicable law, shall be treated as presumptively valid and paid by the PI Trust subject to the applicable Payment Percentage if (a) such claim satisfied the requirements of the Bar Date for such claims established by the Bankruptcy Court, if applicable, and is not otherwise disallowed by Section 502(e) of the Code or subordinated under Section 509(c) of the Code, and (b) the holder of such claim (the “Indirect Claimant”) establishes to the satisfaction of the Trustee that (i) the Indirect Claimant has paid in full the liability and the share of the obligation of the PI Trust to the individual claimant to whom the PI Trust would otherwise have had a liability or obligation under these Procedures (the “Direct Claimant”), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the PI Trust from all liability to the Direct Claimant, and (iii) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the PI Trust superior to the rights of the related Direct Claimant against the PI Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no Indirect Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant. Except as provided in Section 7.4 below with respect to Indirect Trust Claims arising under the Alabama Wrongful

Death Statute, no punitive damages or exemplary damages shall be subject to treatment or payment as a Indirect Trust Claim, nor shall interest be payable on any such punitive or exemplary damages.

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

If an Indirect Claimant cannot meet the presumptive validity requirements set forth above, including the requirement that the Indirect Claimant provide the PI Trust with a full release of the Direct Claimant's claim, the Indirect Claimant may request that the PI Trust review the Indirect Trust Claim individually to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation for which the Debtor would have had legal responsibility with respect to the Direct Claim as of the effective date of the Plan. If the Indirect Claimant shows to the satisfaction of the PI Trust that it has paid all or a portion of such a liability or obligation, the PI Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled under this TDP. Further, the liquidated value of any Indirect Trust Claim paid by the PI

Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Trust Claim that might be subsequently asserted by the Direct Claimant against the PI Trust.

Any dispute between the PI Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the ADR procedures provided in Section 5.10 below and set forth in Attachment A hereto. If such dispute is not resolved by said ADR procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 above and 7.6 below.

The Trustee may develop and approve a separate proof of claim form for such Indirect Trust Claims. Indirect Trust Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Trustee, consistent with the provisions of this Section 5.6, which procedures (a) shall determine the validity, allowance and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the PI Trust would have afforded the holders of the underlying valid Trust Claims. Nothing in this TDP is intended to preclude a trust to which asbestos-related liabilities are channeled from asserting an Indirect Trust Claim against the PI Trust subject to the requirements set forth herein.

5.7 Evidentiary Requirements

5.7(a) Medical Evidence.

5.7(a)(1) In General. All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10

years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period. A finding by a physician after the Effective Date that a claimant's disease is "consistent with" or "compatible with" asbestosis shall not alone be treated by the PI Trust as a diagnosis.⁷ If the claimant cannot meet the relevant presumptive exposure requirements for a Disease Level eligible for Expedited Review under Section 5.3(a)(3) above, the claimant nevertheless may seek Individual Review of his or her claim based on exposure to an asbestos-containing product for which the Debtor has legal liability.

5.7(a)(1)(A) Disease Levels I-IV. Except for asbestos claims filed against either of the Debtors or any other defendant in the tort system prior to the Petition Date, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I-IV) in the case of a claimant who was living at the time the claim was filed, shall be based upon a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease. In addition, all living claimants must provide (i) for Disease Levels I-III, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 5 above); (ii) for Disease Level IV, an ILO reading of 2/1 or greater or pathological evidence of asbestosis, and (iii) for Disease Levels III and IV, pulmonary function testing.⁸

⁷ All diagnoses of Asbestosis/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 PI Trust may rebut such presumptions.

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

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

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

5.7(a)(1)(C) Exception to the Exception for Certain Pre-Petition Claims. If the holder of a Trust Claim that was filed against the Debtor or any

calibration. PFT performed in a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”), or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician shall be presumed to comply with ATS standards, and the claimant may submit a summary report of the testing. If the PFT was not performed in a JCAHO-accredited hospital, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician, the claimant must submit the full report of the testing (as opposed to a summary report); provided, however, that if the PFT was conducted prior to the Effective Date of the Plan, and the full PFT report is not available, the claimant must submit a declaration signed by a Qualified Physician or other qualified party, in the form provided by the PI Trust certifying that the PFT was conducted in material compliance with ATS standards.

other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician engaged by the holder or his or her law firm who conducted a physical examination of the holder as described in Section 5.7(a)(1)(A), or if the holder has filed such medical evidence with another asbestos-related personal injury settlement trust that requires such evidence, without regard to whether the diagnosing physician was engaged by the holder or his or her law firm, the holder shall provide such medical evidence to the PI Trust notwithstanding the exception in Section 5.7(a)(1)(A).

5.7(a)(2) Credibility of Medical Evidence. Before making any payment to a claimant, the PI Trust must have reasonable assurance that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. The PI Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to the Debtor to settle for payment similar disease cases prior to the commencement of the Debtor's bankruptcy case, or (iii) a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the asbestos-related disease in question in an action or proceeding a state or federal court (and whose qualification as an expert has not been revoked, reversed or limited by any subsequent ruling, order or judgment by such court or an appellate or reviewing court), is presumptively reliable, although the PI Trust may seek to rebut the presumption.

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

5.7(b) Exposure Evidence.

5.7(b)(1) In General. As set forth in Section 5.3(a)(3) above, to qualify presumptively for any Disease Level, the claimant must demonstrate a minimum exposure to an asbestos-containing product with respect to which the Debtor has legal liability. Claims based on conspiracy theories that involve no exposure to an asbestos-containing product for which B&R is liable are not compensable under this TDP. To meet the presumptive exposure requirements of Expedited Review set forth in Section 5.3(a)(3) above, the claimant must show, by credible evidence (i) for all Disease Levels, B&R Exposure as defined in Section 5.7(b)(3) below prior to December 31, 1982; (ii) for Asbestos/Pleural Disease Level II, six months B&R Exposure prior to December 31, 1982, plus five years cumulative occupational asbestos exposure; and (iii) for Asbestosis/Pleural Disease (Disease Level III), Severe Asbestosis (Disease Level IV), Other Cancer (Disease Level V) or Lung Cancer 1 (Disease Level VII), the claimant must show six months B&R Exposure prior to December 31, 1982, plus Significant Occupational Exposure to asbestos as defined below. If the claimant cannot meet the relevant minimum exposure requirements eligible for Expedited Review, the claimant nevertheless may seek Individual Review of his or her claim based on exposure to an asbestos-containing product for which the Debtor has legal liability.

5.7(b)(2) Significant Occupational Exposure. Significant

Occupational Exposure” means employment for a cumulative period of at least five years, with a minimum of two years prior to December 31, 1982, in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers; or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b) and/or (c). If the claimant cannot meet the relevant presumptive exposure requirements for Significant Occupational Exposure eligible for Expedited Review, the claimant nevertheless may seek Individual Review of his or her claim based on exposure to an asbestos-containing product for which the Debtor has legal liability.

5.7(b)(3) B&R Exposure. The claimant must demonstrate

meaningful and credible exposure prior to December 31, 1982, to asbestos or asbestos-containing products for which the Debtor and the Debtor’s predecessors, successors, and assigns, or any of them, has legal liability (“B&R Exposure”). That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the claimant, by an affidavit or sworn statement of a co-worker or the affidavit or sworn statement of a family member in the case of a deceased claimant (providing the PI Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, or by other credible evidence. The specific exposure information required by the PI Trust to process a claim under either Expedited or Individual Review is set forth on the proof of claim form to be used by the PI Trust, which is attached as Attachment B hereto. The PI Trust can also require submission of other or additional

evidence of exposure when it deems such to be necessary. If the claimant cannot meet the relevant presumptive B&R Exposure requirements eligible for Expedited Review, the claimant nevertheless may seek Individual Review of his or her claim based on exposure to an asbestos-containing product for which the Debtor has legal liability.

Evidence submitted to establish proof of B&R Exposure is for the sole benefit of the PI Trust, not third parties or defendants in the tort system. The PI Trust has no need for, and therefore claimants are not required to furnish the PI Trust with evidence of, exposure to specific asbestos-containing products other than those for which either or both of the Debtors, and their predecessors, successors, and assigns, have legal responsibility, except to the extent such evidence is required elsewhere in this TDP. Similarly, failure to identify the Debtor's products in the claimant's underlying action, or to other bankruptcy trusts, does not preclude the claimant from recovering from the PI Trust, provided the claimant otherwise satisfies the medical and exposure requirements of this TDP. However, a claimant may not recover from the PI Trust in the event that the claimant's underlying tort action was dismissed or adjudicated against the claimant, in whole or in part, on the merits that the claimant failed to demonstrate exposure to specific asbestos-containing products for which either or both of the Debtors, and their predecessors, successors and assigns, have legal responsibility.

5.8 Claims Audit Program. The PI Trust with the consent of the TAC and the Legal Representative may develop methods for auditing the reliability of medical evidence, including additional reading of x-rays, CT scans and verification of pulmonary function tests, as well as the reliability of evidence of exposure to asbestos, including exposure to asbestos-containing products for which the Debtor has legal liability prior to December 31, 1982. In the event that the PI Trust reasonably determines that any individual or entity has engaged in a pattern or

practice of providing unreliable medical evidence to the PI Trust, it may decline to accept additional evidence from such provider in the future.

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

5.9 Second Disease (Malignancy) Claims. The holder of a Trust Claim involving a previously-resolved non-malignant asbestos-related disease (Disease Levels I through IV) may assert a new Trust Claim against the PI Trust for a malignant disease (Disease Levels V – VIII) that is subsequently diagnosed. Such holder must otherwise satisfy the requirements of this TDP with respect to the disease for which the claimant seeks payment from the PI Trust. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for the non-malignant asbestos-related disease, provided that the malignant disease had not been diagnosed by the time the claimant was paid with respect to his or her original claim involving the non-malignant disease.

5.10 Alternative Dispute Resolution.

5.10(a) Establishment of ADR Procedures. The PI Trust, with the consent of the TAC and the Legal Representative, shall institute binding and non-binding arbitration procedures in accordance with the Alternative Dispute Resolution (“ADR”) Procedures included in Attachment A hereto for resolving disputes concerning whether a Pre-Petition settlement agreement with the Debtor is binding and judicially enforceable in the absence of a Final Order (as defined in the Plan) of the Bankruptcy Court determining the issue, whether the PI Trust’s outright rejection or denial of a claim was proper, or whether the claimant’s medical condition or exposure history meets the requirements of this TDP for purposes of categorizing a claim involving Disease Levels I – VIII. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a claim involving Disease Levels II – VIII as well as disputes over the Debtor’s share of the unpaid portion of a Pre-Petition Liquidated Claim described in Section 5.2 above and disputes over the validity of an Indirect Trust Claim.

In all arbitrations where relevant, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels II – VIII, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(3)(C) above. In order to facilitate the Individual Review Process with respect to such claims, the PI Trust may from time to time develop a valuation model that enables the PI Trust to efficiently make initial liquidated value offers on those claims in the Individual Review setting. In an arbitration involving any such claim, the PI Trust shall neither offer into evidence or describe any such model nor assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated

value in the arbitration. The underlying data that was used to create the model may be relevant and may be made available to the arbitrator but only if provided to the claimant or his or her counsel ten (10) days prior to the arbitration proceeding. With respect to all claims eligible for arbitration, the claimant, but not the PI Trust, may elect either non-binding or binding arbitration. The Arbitration Rules set forth in Attachment A hereto may be modified by the PI Trust with the consent of the TAC and the Legal Representative.

5.10(b) Claims Eligible for Arbitration. In order to be eligible for arbitration, the claimant must first complete the Individual Review Process as well as either Pro Bono Evaluation or Mediation under the ADR Procedures with respect to the disputed issue. Individual Review shall be treated as completed for these purposes when the claim has been individually reviewed by the PI Trust, the PI Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the PI Trust of the rejection in writing. Individual Review shall also be treated as completed if the PI Trust has rejected the claim.

5.10(c) Limitations on and Payment of Arbitration Awards. In the case of claims involving Disease Levels II – VIII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(b)(4) above. A claimant who submits to arbitration and who accepts the arbitral award shall receive payments in the same manner as one who accepts the PI Trust’s original valuation of the claim.

5.11 Litigation. Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to institute a lawsuit in the tort system against the PI Trust pursuant to Section 7.6 below. However, a claimant shall be eligible for payment of a judgment

for monetary damages obtained in the tort system from the PI Trust's available cash only as provided in Section 7.7 below.

SECTION VI

Claims Materials

6.1 Claims Materials. The PI Trust shall prepare suitable and efficient claims materials ("Claims Materials") for all Trust Claims, and shall provide such Claims Materials upon a written request for such materials to the PI Trust. The proof of claim form to be submitted to the PI Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form shall also include a certification or verification, in each instance under the penalty of perjury under the laws of the United States of America, by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. If the verification or certification is unsworn, it must be sufficient to satisfy the requirements of Section 1746 of Title 28, United States Code. A copy of the proof of claim form to be used by the PI Trust for unliquidated Trust Claims is included in Attachment B hereto. The proof of claim form may be changed by the PI Trust with the consent of the TAC and the Legal Representative. In developing its claim filing procedures, the PI Trust shall make every effort to provide claimants with the opportunity to utilize currently available technology at their discretion, including filing claims and supporting documentation over the Internet and electronically by disk or CD-ROM.

6.2 Content of Claims Materials. The Claims Materials shall include a copy of this TDP, such instructions as the Trustee shall approve, and a detailed proof of claim form. If feasible, the forms used by the PI Trust to obtain claims information shall be the same or

substantially similar to those used by other asbestos claims resolution organizations. If requested by the claimant, the PI Trust shall accept information provided electronically. The claimant may, but shall not be required to, provide the PI Trust with evidence of recovery from other asbestos defendants, asbestos trusts, and/or claims resolution organizations.

6.3 Withdrawal or Deferral of Claims. A claimant may withdraw a Trust Claim at any time upon written notice to the PI Trust and file another such claim subsequently without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A claimant may also request that the processing of his or her Trust Claim by the PI Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitation purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. During the period of such deferral, a sequencing adjustment on such claimant's Trust Claim as provided in Section 7.5 hereof shall not accrue, and the claimant shall be deemed to have waived the right to receive payment of any sequencing adjustment implemented by the PI Trust during that period. Except for Trust Claims held by or on behalf of claimants for which court or probate approval of the PI Trust's offer is required, or a Trust Claim for which deferral status has been granted, a claim shall be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six months after the date of the PI Trust's written offer of payment or rejection of the claim. Upon written request and good cause, the PI Trust may extend either the deferral or withdrawal period for an additional six months.

6.4 Filing Requirements and Fees. The Trustee shall have the discretion to determine, with the consent of the TAC and the Legal Representative, (a) whether a claimant

must have previously filed an asbestos-related personal injury claim in the tort system to be eligible to file the claim with the PI Trust and (b) whether a filing fee should be required for any Trust Claims.

6.5 Confidentiality of Claimants' Submissions. All submissions to the PI Trust by a holder of a Trust Claim of a proof of claim form and materials related thereto shall be treated as made in the course of settlement discussions between the holder and the PI Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including but not limited to those directly applicable to settlement discussions. The PI Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only, with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g), to such other persons as authorized by the holder, or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a New Jersey State Court or the United States District Court for the District of New Jersey. Furthermore, immediately upon being served with such a subpoena, the PI Trust shall provide a copy of the subpoena to the holder or, if the holder is already represented by counsel, to such counsel. The PI Trust shall on its own initiative or upon request of the claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court, a New Jersey State Court or the United States District Court for the District of New Jersey and before those courts having appellate jurisdiction related thereto.

Notwithstanding anything in the foregoing to the contrary, with the consent of the TAC and the Legal Representative, the PI Trust may, in specific limited instances, disclose information, documents, or other materials reasonably necessary in the PI Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under a Subject

Insurance Policy or Subject Insurance Settlement Agreement within the Insurance Rights; *provided, however,* that the PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials outside of litigation to a third party, the PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the PI Trust shall be used solely by the receiving party for the purpose stated in the policy and/or agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party. Nothing in this TDP, the Plan or the Trust Agreement expands, limits or impairs the obligations under applicable law of a claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the PI Trust for the purpose of obtaining compensation for asbestos-related injuries from the PI Trust.

SECTION VII

General Guidelines for Liquidating and Paying Claims

7.1 Showing Required. To establish a valid Trust Claim, a claimant must meet the requirements set forth in this TDP, under either the Expedited Review Process or the Individual Review Process. The PI Trust may require the submission of X-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the claim, and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable.

7.2 Costs Considered. Notwithstanding any provisions of this TDP to the contrary, the Trustee shall always give appropriate consideration to the cost of investigating and uncovering invalid Trust Claims so that the payment of valid Trust Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting a Trust Claim. The Trustee shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the PI Trust so that valid Trust Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the PI Trust whatever the costs, or to decline to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the Claims Audit Program described in Section 5.8 above.

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

Because the PI Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, the decisions may have to be revised or reconsidered in light of the PI Trust's experience over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustee shall use his or

her best efforts to treat similar claims in substantially the same manner, consistent with his or her duties as Trustee, the purposes of the PI Trust, the established allocation of funds to claims in Categories A and B, and the practical limitations imposed by the inability to predict the future with precision. In the event that the PI Trust faces temporary periods of limited liquidity, the Trustee may, with the consent of the TAC and the Legal Representative, suspend the normal order of payment and may temporarily limit or suspend payments altogether, and may offer a Reduced Payment Option as described in Section 2.5 above.

7.4 Punitive and Exemplary Damages. Except as provided below for claims asserted under the Alabama Wrongful Death Statute, in determining the value of any liquidated or unliquidated Trust Claim punitive or exemplary damages, i.e., damages other than compensatory damages, and interest thereon, shall not be considered or resolved, notwithstanding their availability in the tort system. Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the PI Trust in the tort system pursuant to Sections 5.11 above and 7.6 below. The only damages that may be awarded pursuant to this TDP to Alabama claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the State of New Jersey, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any Trust Claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(3)(C) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the PI Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6, and to the extent the

PI Trust seeks recovery from any entity that provided insurance to the Debtor, the Alabama Wrongful Death Statute shall govern.

7.5 Sequencing Adjustment.

7.5(a) In General. Except for Trust Claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) and subject to the limitations set forth below, a sequencing adjustment shall be paid on all Trust Claims with respect to which the claimant has had to wait a year or more for payment after the date on which the claimant’s Trust Claim was finally liquidated; *provided, however*, that no claimant shall receive interest for a period in excess of seven (7) years. The sequencing adjustment factor shall be six percent (6%) per annum for each of the first five (5) years after the Effective Date; thereafter, the PI Trust shall have the discretion to change the sequencing adjustment factor with the consent of the TAC and the Legal Representative.

7.5(b) Unliquidated Trust Claims. A sequencing adjustment shall be payable on the Scheduled Value of any unliquidated Trust Claim that meets the requirements of Disease Levels II – V, VII and VIII, whether the claim is liquidated under Expedited Review, Individual Review, or by arbitration. No sequencing adjustment shall be paid on any claim involving Disease Level I or on any claim liquidated in the tort system pursuant to Section 5.11 above and Section 7.6 below. The sequencing adjustment on a Trust Claim that meets the requirements of Disease Level VI shall be based on the Average Value of such a claim. Sequencing adjustments on all such unliquidated claims shall be measured from the date of payment back to the earliest of the date that is one year after the date on which (a) the claim was filed against the Debtor prior to its Petition Date; (b) the claim was filed against another

defendant in the tort system on or after the BREI Petition Date but before the Initial Claims Filing Date; (c) the claim was filed against the Debtor after its Petition Date, either in the Bankruptcy Court or in a non-bankruptcy court even though such non-bankruptcy court filing was subject to the automatic stay; or (d) the claim was filed with the PI Trust after the Effective Date.

7.5(c) Liquidated Pre-Petition Claims. A sequencing adjustment shall also be payable on the liquidated value of all Pre-Petition Liquidated Claims described in Section 5.2(a) above. In the case of Pre-Petition Liquidated Claims liquidated by verdict or judgment, the sequencing adjustment shall be measured from the date of payment back to the date that is one year after the date that the verdict or judgment was entered. In the case of Pre-Petition Liquidated Claims liquidated by a binding, judicially enforceable settlement, the sequencing adjustment shall be measured from the date of payment back to the date that is one year after the BREI Petition Date.

7.6 Suits in the Tort System.

7.6(a) Suits Against the PI Trust. If the holder of a disputed claim disagrees with the PI Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in Section 5.10 above, the holder may file a lawsuit as and when permitted by Section 5.11 above against the PI Trust in the Claimant's Jurisdiction as defined in Section 5.3(b)(3)(C) above. Any such lawsuit against the PI Trust must be filed by the claimant in her or her own right and name and not as a member or representative of a class. All defenses (including, with respect to the PI Trust, all defenses which

could have been asserted by the Debtor) shall be available to both sides at trial; however, the PI Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim was filed with the PI Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

7.6(b) Suits Under the CNA Addendum. Actions against BBRRCo. with respect to the determination of Potential CNA Trust Claims under the CNA Addendum are separately governed by the CNA Addendum. The PI Trust, pursuant to procedures to be established under Section 2.1(c)(xix) of the PI Trust Agreement with the consent of the TAC and the Legal Representative, will be entitled to determine whether and under what terms and conditions any claimant holding a Potential CNA Trust Claim will be entitled to pursue a judgment against BBRRCo. The submission of a proof of claim against the PI Trust shall constitute the consent of the claimant to the prosecution of the claimant's Potential CNA Trust Claim against BBRRCo. pursuant to the CNA Addendum. Such procedures shall require a claimant holding a Potential CNA Trust Claim to pursue such claim against BBRRCo. as a condition of the claimant's receipt of distributions from the PI Trust on account of such claimant's resolved Trust Claim, in the event that the PI Trust determines to cause such Potential CNA Trust Claim to be pursued against CNA Policies. The PI Trust shall administer and allocate any payment received by the PI Trust in satisfaction or on account of any Final Judgment or settlement of a Potential CNA Trust Claim pursuant to procedures to be established under Section 2.1(c)(xxi) of the PI Trust Agreement with the consent of the TAC and the Legal Representative. The procedures to be established by the PI Trust in furtherance of this paragraph shall apply to all holders of Trust Claims.

7.7 Payment of Judgments and Settlements for Money Damages.

7.7(a) Judgments in Actions Commenced Under Section 7.6. If and when a claimant obtains a Final Judgment (as defined in the Plan) liquidating a Trust Claim against the PI Trust in an action commenced in the tort system in accordance with Section 7.6 of this TDP, the Trust Claim so liquidated shall be placed in the FIFO Payment Queue based on the date on which the judgment became a Final Judgment (as defined in the Plan). Thereafter, the claimant shall receive from the PI Trust an initial payment (subject, however, to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio) of an amount equal to the greater of (i) the PI Trust's last offer to the claimant, or (ii) the award that the claimant declined in non-binding arbitration. The claimant shall receive the balance of the judgment, if any, in five equal installments (also subject, however, to the applicable Payment Percentage, the Maximum Available Payment and the Claims Payment Ratio) in years six (6) through ten (10) following the year of the initial payment. This paragraph shall not apply to judgments obtained on suits against BBRRCo. or CNA pursuant to the CNA Addendum.

In the case of claims involving Disease Levels II - VIII, the total amounts paid with respect to such claims shall not exceed the Maximum Values for such Disease Levels set forth in Section 5.3(b)(4). Under no circumstances shall the PI Trust pay, or be liable to pay, a sequencing adjustment pursuant to Section 7.5 with respect to, or statutory interest on, any judgments obtained in the tort system.

7.7(b) Judgments and Settlements in Actions Commenced Under the CNA Addendum. If and when (i) a Final Judgment (as defined in the CNA Addendum) is obtained in connection with an action in the tort system pursuant to Section 2.2 of the CNA Addendum

seeking insurance coverage from CNA for a Potential CNA Trust Claim, or (ii) there is an agreement between CNA and the PI Trust and/or any holder of a Potential CNA Trust Claim that one or more CNA Policies cover all or a portion of an Underlying Judgment (as defined in the CNA Addendum), then the judgment or settlement shall be administered and paid in accordance with the CNA Addendum.

7.8 Releases.

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

7.8(b) Effect of Receiving Payment from the PI Trust. Any holder of a Trust Claim who accepts payment from the PI Trust shall be deemed to have finally and completely released and waived any and all asbestos-related Claims, including Trust Claims, against any of the Settling Insurance Entities that are attributable to the activities of the Burns and Roe Parties, the Subject Insurance Policies (as defined in the Century Settlement Agreement and the Hartford Settlement Agreement), the Subject Policies (as defined in the Travelers Settlement Agreement), the Asbestos Released Policies (as defined in the Travelers Settlement Agreement), the Other Century Policies (as defined in the Century Settlement Agreement) or the Excepted Policies (as defined in the Hartford Settlement Agreement) applicable to each of the following Settling

Insurance Entities (as defined in the corresponding Subject Insurance Settlement Agreements): the Hartford Parties, the Travelers Parties, and the Century Parties. Notwithstanding the foregoing, this paragraph shall not be construed to impair the rights or claims against CNA under the CNA Addendum that are granted to the PI Trust and/or granted in favor of the holders of Trust Claims.

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

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

SECTION VIII

Miscellaneous

8.1 Amendments. Except as otherwise provided herein, the Trustee may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided he or she first obtains the consent of the TAC and the Legal Representative pursuant to the Consent Process set forth in Sections 5.7(b) and 6.7(b) of the PI

Trust Agreement, except that the right to amend the Claims Payment Ratio is governed by the restrictions in Section 2.5 above, and the right to adjust the Payment Percentage is governed by Sections 2.3 and 4.2 above. Notwithstanding the foregoing, any amendment of this TDP shall not affect the rights, entitlements and interests of the parties to the CNA Addendum.

8.2 Severability. Should any provision contained in this TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TDP. Should any provision contained in this TDP be determined to be inconsistent with or contrary to B&R obligations to any insurance company providing insurance coverage to the Debtor in respect of claims for personal injury based on exposure to asbestos-containing products with respect to which the Debtor has legal liability, the PI Trust with the consent of the TAC and the Legal Representative, may amend this TDP and/or the PI Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of the Debtor to said insurance company.

8.3 Governing Law. Except for purposes of determining the liquidated value of any Trust Claim, administration of this TDP shall be governed by, and construed in accordance with, the internal laws of the State of New Jersey, without regard to principles of conflicts of laws. The law governing the liquidation of Trust Claims in the case of Individual Review, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(3)(C) above.