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**AMENDED AND RESTATED BRAUER 524(g) ASBESTOS TRUST
TRUST DISTRIBUTION PROCEDURES**

The Brauer 524(g) Asbestos Trust Distribution Procedures (this “TDP”) contained herein provide for resolving all Asbestos Personal Injury Claims and Demands (hereinafter for all purposes of this TDP defined as “Asbestos Claims”), as provided in and required by the Fourth Amended Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code For Brauer Supply Company (“Brauer”) Dated December 7, 2006 (the “Plan”) and the Asbestos Trust Agreement. The Plan and Asbestos Trust Agreement establish the Asbestos Trust. The Trustee of the Asbestos Trust (“Trustee”) shall implement and administer this TDP in accordance with the Asbestos Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the Asbestos Trust Agreement.

**SECTION I
INTRODUCTION**

1.1 Purpose.

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

1.2 Interpretation.

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

1.3 Effective Date.

For purposes of this TDP, “Effective Date” shall mean the First Business Day after which the order(s) establishing the Asbestos Trust and the corollary injunction channeling claims against Brauer to the Asbestos Trust shall have become a Final Order, as defined by the Plan.

SECTION II

OVERVIEW

2.1 Asbestos Trust Goals.

The goal of the Asbestos Trust is to treat all claimants equitably in accordance with the requirements of Section 524(g) of the Bankruptcy Code. This TDP furthers that goal by setting forth procedures for processing and paying claims generally on an impartial, first-in-first-out (“FIFO”) basis, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the tort system.¹ To this end, the TDP establishes a schedule of four asbestos-related diseases (“Disease Levels”), all of which have presumptive medical and exposure requirements (“Medical/Exposure Criteria”). All of the Disease Levels have specific liquidated values (“Scheduled Values”), anticipated average values (“Average Values”) and caps on their liquidated values (“Maximum Values”). The Disease Levels, Medical/Exposure Criteria, Scheduled Values, Average 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 fair allocation of the Asbestos Trust funds as among claimants suffering from different diseases in light of the best available information considering the settlement history of claims against Brauer and the rights claimants would have in the tort system absent the Bankruptcy.

2.2 Asbestos Claim Liquidation Procedures.

Asbestos Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to Section 5.1(a) below. The Asbestos Trust shall take all reasonable

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

steps to resolve Asbestos Claims as efficiently and expeditiously as possible at each stage of claims processing and arbitration, which steps may include conducting settlement discussions with claimants' representatives with respect to more than one claim at a time, provided that the claimants' respective positions in the FIFO Processing Queue are maintained and each claim is individually evaluated pursuant to the valuation factors set forth in Section 5.3(b)(2) below. The Asbestos Trust shall also make every reasonable effort to resolve each year at least that number of Asbestos Claims required to exhaust the Maximum Annual Payment, as that term is defined below.

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

Asbestos Claims that do not meet the Medical/Exposure Criteria for the relevant Disease Level may undergo the Asbestos Trust's Individual Review Process described in Section 5.3(b) below. In such a case, notwithstanding that the claim does not meet the Medical/Exposure Criteria for the relevant Disease Level, the Asbestos Trust can offer the claimant an amount up to the Scheduled Value of that Disease Level if the Asbestos Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system.

Asbestos Claims involving Disease Levels II – IV tend to raise more complex valuation issues than the Asbestos Claims in Disease Level I. Accordingly, a claimant holding claims involving those Disease Levels may alternatively seek to establish a liquidated value for his or her claim that is greater than the applicable Scheduled Value by electing the Asbestos Trust's Individual Review Process described in Section 5.3(b) below. However, the liquidated value of a claim that undergoes the Individual Review Process for valuation purposes may be determined

to be less than its Scheduled Value, and in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case its liquidated value cannot exceed the Maximum Value specified in that provision for such claims.

Based upon Brauer's claims settlement history and in light of applicable tort law and current projections of present and future unliquidated claims, the Scheduled Values and Maximum Values set forth in Section 5.3(b)(3) have been established for each of the three more serious Disease Levels that are eligible for Individual Review of their liquidated values, with the expectation that the combination of settlements at the Scheduled Values and those resulting from the Individual Review Process shall result in the Average Values also set forth in that provision.

All unresolved disputes over a claimant's medical condition, exposure history, and/or the liquidated value of the claim shall be subject to binding or non-binding arbitration, at the election of the claimant, under procedures that are provided for in Section 5.10 below. Disputes that are not resolved after non-binding arbitration may enter the tort system as provided in Sections 5.11 and 7.5 below. However, if and when a claimant obtains a judgment in the tort system, the judgment will be payable (subject to the Payment Percentage and Maximum Annual Payment provisions set forth below) only as provided in Section 7.6 below.

2.3 Asbestos Trust Application of the Payment Percentage.

After the liquidated value of an Asbestos Claim is determined pursuant to the procedures set forth herein for Expedited Review, Individual Review, arbitration, or litigation in the tort system, the claimant will ultimately receive a pro-rata share of that value based on a Payment Percentage described in Section 4.2 below. The Payment Percentage shall also apply to all Pre-Petition Liquidated Claims as provided in Section 5.2 below.

As set forth in Section 4.2 below, the Initial Payment Percentage has been set at 2.6%, and shall apply to all Asbestos Voting Claims accepted as valid by the Asbestos Trust, unless adjusted by the Asbestos Trust with the consent of the TAC and the Futures Representative (who are described in Section 3.1 below) pursuant to Section 4.2 below, and, except as provided in Section 4.2 below with respect to supplemental payments in the event the Initial Payment Percentage is changed. The term “Asbestos Voting Claims” includes (i) Pre-Petition Liquidated Claims as defined in Section 5.2(a) below, (ii) claims filed against Brauer in the tort system prior to the Petition Date of August 22, 2005, and (iii) all claims filed against another defendant in the tort system prior to the date the Plan was filed with the Bankruptcy Court (the “Plan Filing Date”); provided, however, that (1) the holder of a claim described in subsection (i), (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 related to Hurricanes Katrina, Rita or Wilma or other events resulting in a state of emergency in the relevant jurisdiction that affected the Claimant or his or her law firm, and (2) the claim was subsequently filed with the Asbestos Trust pursuant to Section 5.1 below by the Initial Claims Filing Date defined in Section 5.1(a)(1) below. The Initial Payment Percentage has been calculated on the assumption that the Average Values set forth in Section 5.3(b)(3) below will be achieved with respect to existing present claims and projected future claims involving Disease Levels I - IV.

The Payment Percentage may be adjusted upwards or downwards from time to time by the Asbestos Trust with the consent of the TAC and the Futures Representative to reflect then-current estimates of the Asbestos Trust’s assets and its liabilities, as well as the then-estimated

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

2.4 Asbestos Trust's Determination of the Maximum Annual Payment.

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

The Asbestos Trust's distributions to all claimants for that year shall not exceed the Maximum Annual Payment for that year. The Maximum Annual Payment shall be allocated and used to satisfy first all Pre-Petition Liquidated Claims and then all other liquidated Asbestos Claims. Claims for which there are insufficient funds shall be carried over to the next year, and placed at the head of their FIFO Payment Queue.

2.5 Reduced Payment Option.

The Trustee, with the consent of the TAC members and the Futures Representative, may offer the option of a reduced Payment Percentage in return for prompter payments (the “Reduced Payment Option”).

2.6 Indirect Asbestos Claims.

As set forth in Section 5.6 below, asbestos claims for indemnity and/or contribution (“Indirect Asbestos Claims”), if any, will be subject to the same categorization, evaluation, and payment provisions of this TDP as all other Asbestos Claims.

SECTION III

TDP ADMINISTRATION

3.1. TAC and Futures Representative.

Pursuant to the Plan and the Asbestos Trust Agreement, the Asbestos Trust and this TDP will be administered by the Trustee in consultation with the TAC that represents the interests of holders of present Asbestos Claims, and (2) the Futures Representative, who represents the interests of holders of Asbestos Claims that will be asserted in the future. The Trustee shall obtain the consent of the TAC and the Futures Representative on any amendments to this TDP pursuant to Section 8.1 below and on such other additional matters as are otherwise required below and in Section 3.2(f) of the Asbestos Trust Agreement. The Trustee shall also consult with the TAC and the Futures Representative on such matters as are provided below and in Section 3.2 of the Asbestos Trust Agreement. The initial members of the TAC and the Futures Representative are identified in the Asbestos Trust Agreement.

3.2 Consent and Consultation Procedures.

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

SECTION IV

PAYMENT PERCENTAGE; PERIODIC ESTIMATES

4.1 Uncertainty of Brauer's Personal Injury Asbestos Liabilities.

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

4.2 Computation of Payment Percentage.

As provided in Section 2.3 above, the Initial Payment Percentage shall be 2.6% and shall apply to all Asbestos Claims as defined in Section 2.3 above, unless the Trustee, with the consent of the TAC and the Futures Representative, determines that the Initial Payment Percentage should be changed to assure that the Asbestos Trust will be in a financial position to pay holders of unliquidated and/or unpaid Asbestos Voting Claims and present and future Asbestos Claims in substantially the same manner.

The Payment Percentage shall be subject to change pursuant to the terms of this TDP and the Asbestos Trust Agreement if the Trustee determines that an adjustment is required. No less frequently than once every three (3) years, commencing with the first day of January occurring after the Plan is consummated, the Trustee shall reconsider the then-applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage if necessary with the consent of the TAC and the Futures Representative. The Trustee shall also reconsider the then-applicable Payment Percentage at shorter intervals if the Trustee deems such reconsideration to be appropriate or if requested to do so by the TAC or the Futures Representative. The Trustee must base his or her determination of the Payment Percentage on current estimates of the number, types, and values of present and future Asbestos Claims, the value and liquidity of the assets then available to the Asbestos Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full value to all holders of Asbestos Claims. When making these determinations, the Trustee shall exercise common sense and flexibly evaluate all relevant factors.

The uncertainty surrounding the amount of the Asbestos Trust's future assets is due in significant part to the fact that the estimates of those assets do not take into account the possibility that the Asbestos Trust may receive substantial additional funds from successful recoveries of insurance proceeds that have been assigned to the Asbestos Trust with respect to which the coverage is presently in dispute or the solvency of the carrier is in doubt. If the Asbestos Trust successfully resolves an insurance coverage dispute or otherwise receives a substantial recovery of insurance proceeds, the Asbestos Trust shall use those proceeds first to maintain the Payment Percentage then in effect.

If the Trustee, with the consent of the TAC and the Futures Representative, determines to increase the Payment Percentage, including the Initial Payment Percentage applicable to Asbestos Voting Claims, due to a material change in the estimates of the Asbestos Trust's future assets and/or liabilities, the Trustee shall also make supplemental payments to all claimants who previously liquidated their claims against the Asbestos Trust and received payments based on a lower Payment Percentage. The amount of any such supplemental payment shall be the liquidated value of the claim in question times the newly adjusted Payment Percentage, less all amounts previously paid to the claimant with respect to the claim.

The Trustee's obligation to make a supplemental payment to a claimant shall be suspended in the event the payment in question would be less than \$100, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$100. However, the Trustee's obligation shall resume and the Trustee shall pay any such aggregate supplemental payments due the claimant at such time that the total exceeds \$100.

4.3 Applicability of the Payment Percentage.

Except as otherwise provided in Section 5.1(c) below for Asbestos Claims involving deceased or incompetent claimants for which approval of the Asbestos Trust's offer by a court or through a probate process is required, no holder of an Asbestos Claim shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time of payment. If a redetermination of the Payment Percentage has been proposed in writing by the Trustee to the TAC and the Futures Representative but has not yet been adopted, the claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but is not subsequently

adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage was the higher amount and is subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount.

SECTION V

RESOLUTION OF ASBESTOS CLAIMS

5.1 Ordering, Processing, and Payment of Claims.

5.1(a) Ordering of Claims.

5.1(a)(1) Establishment of the FIFO Processing Queue.

The Asbestos Trust will order all unliquidated Asbestos Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “FIFO Processing Queue”). For all claims filed on or before the Initial Claims Filing Date², a claimant’s position in the FIFO Processing Queue shall be determined as of the earliest of (i) the date prior to the Petition Date (if any) that the specific claim was filed against Brauer in the tort system or was actually submitted to Brauer pursuant to an administrative settlement agreement; (ii) the date before the Petition Date that the asbestos claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with Brauer; (iii) the date after the Petition Date but before the Initial Claims Filing Date that the claim was filed in the tort system against another defendant; (iv) the date a proof of claim was filed by the claimant against Brauer in the Bankruptcy Court in Brauer’s Chapter 11 case; (v) the date a ballot was submitted on behalf of the claimant for purposes of voting to accept or reject the Plan pursuant to the voting procedures approved by the Bankruptcy Court; or (vi) the date the

claim was filed with the Asbestos Trust. For all other claims, the claimant's position in the FIFO Processing Queue shall be determined by the date the claim was filed with the Asbestos Trust. If any claims are filed on the same date, then each such claimant's position in the FIFO Processing Queue shall be determined by the date of the diagnosis of each claimant's asbestos-related disease. If any unliquidated Asbestos Claims are both diagnosed and filed on the same dates, the position of those claims in the FIFO Processing Queue shall be determined by the dates of the claimants' births, with older claimants given priority over younger claimants.

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

To be eligible for a place in the FIFO Processing Queue, an unliquidated Asbestos Claim must meet either: (i) for claims first filed in the tort system against Brauer prior to the Petition Date, the applicable federal, state, and foreign statutes of limitations and repose that were in effect at the time of the filing of the claim in the tort system; or (ii) for claims not filed against Brauer in the tort system prior to the Petition Date, the applicable federal, state and foreign statute of limitations that is in effect at the time of the filing with the Asbestos Trust. However, the running of the applicable statutes of limitations shall be tolled for purposes of this TDP as of the earliest of: (A) the actual filing of the claim against Brauer prior to the Petition Date, whether in the tort system or by submission of the claim to Brauer pursuant to an administrative settlement agreement; (B) the tolling of the claim against Brauer prior to the Petition Date by an agreement or otherwise, provided such tolling is still in effect on the Petition Date; or (C) the Petition Date. If an Asbestos Claim meets any of the tolling provisions described in the preceding sentence and was not barred by the applicable statutes of limitations as of the date of the tolling, the Asbestos Claim will be treated as timely filed if it is actually filed with the

² The "Initial Claims Filing Date" is the date six (6) months after the date on which the Asbestos Trust first

Asbestos Trust within three (3) years after the Initial Claims Filing Date. Any claims that were first diagnosed after the Petition Date, irrespective of any relevant statute of limitations or repose, may be filed with the Asbestos Trust within three (3) years after the date of diagnosis or within three (3) years after the Initial Claims Filing Date, whichever occurs later.

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

5.1(b) Processing of Claims.

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

makes available the proof of claim forms and other claims material required to file a claim with the Asbestos Trust.

5.1(c) Payment of Claims.

Asbestos 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 in the tort system as 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 and the Maximum Annual Payment, except as otherwise provided herein. Pre-Petition Liquidated Claims shall be subject to the Maximum Annual Payment and Payment Percentage limitations.

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

If any Asbestos Claims are liquidated on the same date, each respective claimant’s position in the FIFO Payment Queue shall be determined by the date of the diagnosis of each claimant’s asbestos-related disease. If any Asbestos Claims are liquidated on the same date and the respective claimant’s diseases were diagnosed on the same date, the position of those claims

in the FIFO Payment Queue shall be determined by the dates of the claimants' births, with older claimants given priority over younger claimants.

5.2 Resolution of Pre-Petition Liquidated Asbestos Claims.

5.2(a) Processing and Payment.

As soon as practicable after the Effective Date, the Asbestos Trust shall pay, upon submission by the claimant of the appropriate documentation, all Asbestos Claims that were liquidated (i) by a binding settlement agreement for the particular claim entered into prior to the Petition Date that is judicially enforceable by the claimant, (ii) by a jury verdict or non-final judgment in the tort system obtained prior to the Petition Date, provided there is no supersedeas bond associated with such verdict or judgment, (iii) by a judgment that became final and non-appealable prior to the Petition Date, or (iv) as a result of being allowed by the Bankruptcy Court (collectively "Pre-Petition Liquidated Claims"). In order to receive payment from the Asbestos Trust, the holder of a Pre-Petition Liquidated Claim must submit all documentation necessary to demonstrate to the Asbestos 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), a final judgment (if applicable), or the Bankruptcy Court's order allowing the claim (if applicable) and (B) except in the case of a Pre-Petition Liquidated Claim arising from the Bankruptcy Court's order allowing the claim, the name, social security number and date of birth of the claimant and the name and address of the claimant's lawyer. Indirect Asbestos Claims that are Pre-Petition Liquidated Claims are not subject to the provisions of Section 5.6 of this TDP.

The liquidated value of a Pre-Petition Liquidated Claim shall be the unpaid portion of the amount agreed to in the binding settlement agreement, the unpaid portion of the amount awarded

by the jury verdict or non-final judgment, the unpaid portion of the amount of the final judgment, or the unpaid portion of the amount allowed by the Bankruptcy Court, 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; however, except as otherwise provided in Section 7.4 below, the liquidated value of a Pre-Petition Liquidated Claim shall not include any punitive or exemplary damages. In addition, the amounts payable with respect to such claims shall be subject to the Maximum Annual Payment and Payment Percentage provisions. In the absence of a Final Order of the Bankruptcy Court determining whether a settlement agreement is binding and judicially enforceable, a dispute between the claimant and the Asbestos 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 an Asbestos 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 Asbestos Trust based on the date the Asbestos Trust received all required documentation for the particular claim. 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 the claimants in the FIFO queue shall be determined by the dates of the claimants' births, 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 Asbestos 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 Asbestos Claims.

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

The proof of claim form shall require the claimant to assert his or her Asbestos Claim for the highest Disease Level for which the claim qualifies at the time of filing. Irrespective of the Disease Level alleged on the proof of claim form, all claims shall be deemed to be a claim for the highest Disease Level for which the claim qualifies at the time of filing, and all lower Disease Levels for which the claim may also qualify at the time of filing or in the future shall be treated as subsumed into the higher Disease Level for both processing and payment purposes. The proof of claim form also shall require the claimant to elect the Asbestos Trust's Expedited Review Process as described in Section 5.3(a) below, or the Asbestos Trust's Individual Review Process

as described in Section 5.3(b) below. Prior to receiving an offer from the Asbestos Trust, the claimant may notify the Asbestos Trust in writing of any change in the claimant's Disease Level or processing election, and provide the Asbestos Trust with any additional medical and/or exposure evidence that was not provided with the original claim submission.

5.3(a) Expedited Review Process.

5.3(a)(1) In General.

The Asbestos Trust's Expedited Review Process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all claims where the claim can easily be verified by the Asbestos Trust as meeting the Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides claimants with a substantially less burdensome process for pursuing Asbestos Claims than does the Individual Review Process described in Section 5.3(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 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, all claims liquidated by Expedited Review shall be subject to the Maximum Annual Payment and the Payment Percentage. Claimants holding claims that cannot be liquidated by Expedited Review because they do not meet the Medical/Exposure Criteria for the relevant Disease Level may elect the Asbestos Trust's Individual Review Process set forth in Section 5.3(b) below. Further, the claimant's eligibility to receive the Scheduled Value for his or her Asbestos Claim pursuant to the Expedited Review Process shall be determined solely by reference to the Medical Exposure Criteria set forth below for each of the Disease Levels eligible for Expedited Review.

5.3(a)(2) Claims Processing under Expedited Review.

All claimants seeking liquidation of their claims pursuant to Expedited Review shall file the Asbestos Trust's proof of claim form. As an eligible proof of claim form is reached in the FIFO Processing Queue, the Asbestos Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the four Disease Levels eligible for Expedited Review, and shall advise the claimant of its determination. If a Disease Level is determined, the Asbestos Trust shall tender to the claimant an offer of payment of the Scheduled Value for the relevant Disease Level multiplied by the applicable Payment Percentage, together with a form of release approved by the Asbestos Trust. If the claimant accepts the offer of payment and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos Trust shall disburse payment subject to the limitations of the Maximum Annual Payment.

5.3(a)(3) Disease Levels, Scheduled Values, and Medical/Exposure Criteria.

The four Disease Levels covered by this TDP, together with the Medical/Exposure Criteria for each and the Scheduled Values for each Disease Level eligible for Expedited Review are set forth below.

These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all Asbestos Voting Claims filed with the Asbestos Trust (except Pre-Petition Liquidated Claims) on or before the Initial Claims Filing Date provided in Section 5.1(a)(1) above for which the claimant elects the Expedited Review Process. Thereafter, for purposes of administering the Expedited Review Process, with the consent of the TAC and the Futures Representative, the Trustee may add to, change or eliminate Disease Levels, Schedules Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values or Medical/Exposure

Criteria; or determine that a novel or exceptional personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then-current Disease Levels.

<u>Disease Level</u>	<u>Scheduled Values</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level IV)	\$125,000	(1) Diagnosis ³ of mesothelioma; and (2) Brauer Exposure (as set forth in Section 5.7(b)(3) below).
Lung Cancer (Level III)	\$30,000	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos Related Nonmalignant Disease ⁴ , (2) six months of Brauer Exposure, (3) Significant Occupational Exposure to asbestos, ⁵ and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question. ⁶

³ 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.

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

⁵ “Significant Occupational Exposure” is defined in Section 5.7(b)(2) below.

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

Other Cancer (Level II) \$18,000

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

Other Asbestos Disease (Level I) \$2,000

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

5.3(b) Individual Review Process.

5.3(b)(1) Individual Review Process Application.

Subject to the provisions set forth below, a claimant may elect to have his or her Asbestos Claim reviewed for purposes of determining whether the claim would be compensable in the tort system even though it does not meet the Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.3(a)(3) above. In addition or alternatively, a claimant may elect to have a claim undergo the Individual Review Process for purposes of determining whether the liquidated value of the claim exceeds the Scheduled Value for the relevant Disease Level. Notwithstanding the above, a claimant with an Asbestos Claim in Disease Levels I may request Individual Review

circumstances that would otherwise reduce the value of the claim, it is anticipated that the liquidated value of the claim might well exceed the Scheduled Value for Lung Cancer (Level III) 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.

only if the claimant does not otherwise meet the Medical/Exposure Criteria for the Disease Level. However, until such time as the Asbestos Trust has made an offer on a claim pursuant to Individual Review, the claimant may change his or her Individual Review election and have the claim liquidated pursuant to the Asbestos Trust's Expedited Review Process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

5.3(b)(1)(A) Review of Medical/Exposure Criteria.

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

5.3(b)(1)(B) Review of Liquidated Value.

Claimants holding claims in the three more serious Disease Levels II – IV shall also be eligible to seek Individual Review of the liquidated value of their claims, as well as of their medical/exposure evidence. The Individual Review Process is intended to result in payments equal to the full liquidated value for each claim multiplied by the Payment Percentage; however, the liquidated value of any Asbestos Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels II – IV shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.4(a) below, in

which case its liquidated value cannot exceed the Maximum Value set forth in that provision for such claim. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review Process may be paid the liquidated value of their Asbestos Claims later than would have been the case had the claimant elected the Expedited Review Process. The Asbestos Trust shall devote reasonable resources to the review of all claims to ensure that there is a reasonable balance maintained in reviewing all classes of claims.

5.3(b)(2) Valuation Factors to be Considered in Individual Review.

The Asbestos Trust shall liquidate the value of each Individual Review claim based on the historic liquidated values of other similarly-situated claims in the tort system for the same Disease Level. The Asbestos Trust will thus take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to credible evidence of: (i) the degree to which the characteristics of a claim differ from the Medical/Exposure Criteria for the Disease Level in question; provided, however, that all claimants, including those that choose the Individual Review Process, must provide at least credible evidence of occupational exposure to a specific asbestos-containing product for which Brauer has legal responsibility; (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) whether the claimant's damages were (or were not) caused by asbestos exposure, including exposure to asbestos-containing products for which Brauer has legal responsibility (for example, alternative causes and the strength of medical evidence and type of documentation of injuries); (iv) the industry of exposure; and (v) settlements, verdicts and the claimant's and other law firms' experience in the Claimant's Jurisdiction (as defined

below) for similarly situated claims. For these purposes, the “Claimant’s Jurisdiction” is the jurisdiction in which the claim was filed (if at all) against Brauer in the tort system prior to the Petition Date. If the claim was not filed against Brauer in the tort system prior to the Petition Date, the Claimant’s Jurisdiction is either (i) the jurisdiction in which the claimant was allegedly exposed to asbestos-containing product for which Brauer has legal responsibility, or (ii) the jurisdiction in which the claimant resides at the time of diagnosis or when the claim is filed with the Asbestos Trust.

With respect to the “Claimant’s Jurisdiction” in the event a personal representative or authorized agent makes a claim under this TDP for wrongful death with respect to which the governing law of the Claimant’s Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant’s Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall govern only the rights between the Asbestos Trust and the claimant, and, to the extent the Asbestos Trust seeks recovery from any entity that provided insurance coverage to Brauer, the Alabama Wrongful Death Statute shall govern.

With respect to the "Claimant’s Jurisdiction" in the event a personal representative or authorized agent makes a claim under this TDP for the death of an employee of Brauer with respect to which the governing law of the Claimant’s Jurisdiction could only be the law of Texas, the Claimant’s Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such

claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. Liability for such claim, however, shall be determined pursuant to the statutory and common laws of the State of Texas without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the law of Texas, shall govern only the rights between the Asbestos Trust and the claimant, and, to the extent the Asbestos Trust seeks recovery from any entity that provided insurance coverage to Brauer, the law of Texas shall govern.

5.3(b)(3) Scheduled, Average, and Maximum Values.

The Scheduled, Average, and Maximum Values for the Disease Levels compensable under this TDP are the following:

<u>Scheduled Disease</u>	<u>Scheduled Value</u>	<u>Average Value⁷</u>	<u>Maximum Value</u>
Mesothelioma (Level IV)	\$125,000	\$145,000	\$250,000
Lung Cancer (Level III)	\$30,000	\$35,000	\$70,000
Other Cancer (Level II)	\$18,000	\$21,000	\$40,000
Other Asbestos Disease (Level I)	\$2,000	\$2,000	\$2,000

5.3(b)(4) Claims Processing under Individual Review.

At the conclusion of the Individual Review Process, the Asbestos Trust shall: (1) determine the liquidated value, if any, of the Asbestos Claim; and (2) advise the claimant of its

⁷ The Trustee, in evaluating these Asbestos Claims, shall use his or her best efforts such that the amounts offered for each Disease Level shall over time trend toward the “Average Value” per claim set forth herein.

determination. If the Asbestos Trust establishes a liquidated value, it shall tender to the claimant an offer of payment of the aforementioned determined value multiplied by the applicable Payment Percentage, together with a form of release approved by the Asbestos Trust. If the claimant accepts the offer of payment and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos Trust shall disburse payment subject to the limitations of the Maximum Annual Payment.

5.4 Categorizing Claims as Extraordinary and/or Exigent.

5.4(a) Extraordinary Claims.

“Extraordinary Claim” means an Asbestos Claim that otherwise satisfies the Medical/Exposure Criteria for Disease Levels I - IV, and that is held by a claimant whose exposure to asbestos was at least seventy-five percent (75%) the result of exposure to asbestos-containing product for which Brauer has legal responsibility and there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to a Maximum Value of five (5) times the applicable Maximum Value for claims qualifying for Disease Levels I – IV, multiplied by the applicable Payment Percentage.

Any dispute as to Extraordinary Claim status shall be submitted to a special Extraordinary Claims Panel established by the Asbestos Trust with the consent of the TAC and the Futures Representative. All decisions of the Extraordinary Claims Panel shall be final and not subject to any further administrative or judicial review. An Extraordinary Claim, following its liquidation, shall be placed in the FIFO Payment Queue ahead of all other Asbestos Claims except Pre-Petition Liquidated Claims and Exigent Health and Hardship Claims, which shall be

paid first in that order in said Queue, based on its date of liquidation, subject to the Maximum Annual Payment.

5.4(b) Exigent Claims.

At any time the Asbestos Trust may liquidate and pay certain Asbestos Claims that qualify as Exigent Health and Hardship Claims, as defined below. Such claims shall be considered separately under the Individual Review Process no matter what the order of processing otherwise would have been under this TDP. An Exigent Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other Asbestos Claims except Pre-Petition Liquidated Claims for purposes of payment, subject to the Maximum Annual Payment.

5.4(b)(1) Exigent Health Claims.

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

5.4(b)(2) Exigent Hardship Claims.

An Asbestos Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for an asbestos-related malignancy (Disease Levels II-IV),

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

5.5 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 Asbestos Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the four Disease Levels described in Section 5.3(a)(3) above, that his or her asbestos-related disease was caused by exposure through the occupationally-exposed person to an asbestos-containing product for which Brauer has legal responsibility, and that his or her exposure to the occupationally-exposed person occurred within the same time frame as the occupationally-exposed person was exposed to the Brauer product. All other liquidation and payment rights and limitations under this TDP shall be applicable to such claims.

5.6 Indirect Asbestos Claims.

Indirect Asbestos Claims asserted against the Asbestos Trust based upon theories of contribution or indemnification under applicable law, shall be treated as presumptively valid and paid by the Asbestos Trust subject to the applicable Payment Percentage if: (a) such claim satisfied the requirements of the Bar Date established by the Bankruptcy Court for Brauer claims, 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 obligations of the Asbestos Trust to the individual to whom the Asbestos Trust would otherwise have had a liability or obligation under these Procedures (“Direct Claimant”), (ii) the Direct Claimant and the Indirect Claimant have forever released the Trust from all liability to the Direct Claimant, and (iii) the claim is not otherwise barred by a statute of limitations or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the Asbestos Trust superior to the rights of the related Direct Claimant against the Asbestos Trust, including any rights with respect to the timing, amount or manner of payment. No Indirect Claimant may be paid an amount that exceeds what the Indirect Claimant has actually paid the Direct Claimant.

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

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

review the Indirect Asbestos Claim individually to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation that the Asbestos Trust had to the Direct Claimant as of the Effective Date. If the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation, the Asbestos Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then-applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled. Further, the liquidated value of any Indirect Asbestos Claim paid by the Asbestos Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Asbestos Claim that might be subsequently asserted by the Direct Claimant against the Asbestos Trust. Any dispute between the Asbestos Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the arbitration procedures provided in Section 5.10 below. If such dispute is not resolved by the arbitration procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.5 below.

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

5.7 Evidentiary Requirements.

5.7(a) Medical Evidence.

5.7(a)(1) In General.

All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period. A finding by a physician after the Effective Date that a claimant's disease is "consistent with" or "compatible with" asbestosis will not alone be treated by the Asbestos Trust as a diagnosis.⁸

5.7(a)(1)(A) Disease Level I.

Except for claims filed against Brauer or any other asbestos defendant in the tort system prior to the Petition Date, all diagnoses of a nonmalignant asbestos-related disease (Disease Levels I) shall be based in the case of a claimant who was living at the time the claim was filed, upon a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease. In addition, all living claimants must provide evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 4 above).

5.7(a)(1)(B) Disease Levels II-IV.

All diagnoses of an asbestos-related malignancy (Disease Levels II – 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) on a diagnosis of such a malignant Disease Level by a board-

⁸ All diagnoses of Other Asbestos Disease (Disease Level I) not based on pathology shall be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level IV) shall be presumed to be based on findings that the disease involves a malignancy.

certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”).

5.7.(a)(1)(C) Exception to the Exception for Certain Pre-Petition Claims.

If the holder of an Asbestos Claim that was filed against Brauer or any other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician engaged by the holder or his or her law firm who conducted a physical examination of the holder as described in Section 5.7(a)(1)(A), or if the holder has filed such medical evidence and/or a diagnosis of the asbestos-related disease by a physician not engaged by the holder or his or her law firm who conducted a physical examination of the holder with another asbestos-related personal injury settlement trust that requires such evidence, without regard to whether the claimant or the law firm engaged the diagnosing physician, the holder shall provide such medical evidence to the Asbestos 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 Asbestos Trust must have reasonable confidence that the medical evidence provided in support of the claim is competent medical evidence of an asbestos-related injury that is credible and consistent with recognized medical standards. The Asbestos Trust may require the submission of X-rays and may also require the submission of CT Scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence. The Asbestos Trust may also require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and 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 Brauer to settle similar disease cases prior to the Petition Date; or (iii) that reflects a diagnosis by a physician shown to have been previously qualified as a medical expert with respect to the asbestos-related disease in question before a state or federal judge using the same methodology and standard is presumptively reliable, although the Asbestos Trust may seek to rebut the presumption. In addition, Claimants who otherwise meet the requirements of this TDP for payment of an Asbestos Claim shall be paid irrespective of the results of any litigation between the claimants and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system (exclusive of findings of fact, a verdict or judgment), may be introduced by either the claimant or the Asbestos Trust in any Individual Review Process conducted pursuant to Section 5.3(b) above or any Extraordinary Claim proceeding conducted pursuant to Section 5.4(a) above.

5.7(b) Exposure Evidence.

5.7(b)(1) In General.

As set forth in Section 5.3(a)(3) above, to qualify for any Disease Level, the claimant must demonstrate a minimum exposure to an asbestos-containing product or to conduct for which Brauer has legal liability. Claims based on conspiracy theories that involve no such exposure or conduct are not compensable under this TDP. To meet the exposure requirements of Expedited Review set forth in Section 5.3(a)(3) above, the claimant must show: (i) for Mesothelioma (Disease Level IV), Brauer Exposure as defined in Section 5.7(b)(3) below prior to January 1, 1983; and (ii) for Other Asbestos Disease (Disease Level I), Other Cancer (Disease Level II), or Lung Cancer (Disease Level III), six months of Brauer Exposure prior to January 1,

1983, plus Significant Occupational Exposure to asbestos as defined below. If the claimant cannot meet the relevant exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review pursuant to Section 5.3(b) of his or her claim based on exposure to an asbestos-contained product or to conduct for which Brauer has legal responsibility.

5.7(b)(2) Significant Occupational Exposure.

“Significant Occupational Exposure” means employment for a cumulative period of at least five (5) years, with a minimum of two (2) years prior to January 1, 1983, in an industry and an occupation in which the claimant (i) handled raw asbestos fibers on a regular basis; (ii) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (iii) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers; or (iv) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (i), (ii) and/or (iii).

5.7(b)(3) Brauer Exposure.

The claimant must demonstrate meaningful and credible exposure which occurred prior to January 1, 1983 to an asbestos-containing product manufactured, supplied, distributed, handled, fabricated, stored, sold, installed, maintained, repaired or removed by Brauer or its predecessors or for which Brauer otherwise has legal liability by affidavit or sworn statement of the claimant, affidavit or sworn statement of one or more Co-workers⁹ or affidavit or sworn

⁹ As used herein, “Co-worker” shall mean one or more individuals who provide competent sworn testimony that (i) the claimant worked with or around thermal insulation products, and (ii) asbestos-containing products

statement of a family member in the case of a deceased claimant, invoices, employment, construction or similar records, or other contemporaneous documents. The Asbestos Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary. In evaluating exposure evidence, the Asbestos Trust shall take into account the following factors:

(A) Site of Employment: The Trust shall, if practicable, develop a list of sites that are known to have received Brauer asbestos-containing products. If a claimant submits meaningful and credible exposure evidence that he or she worked at such a site prior to January 1, 1983, and worked in proximity to Brauer or its predecessors' asbestos-containing products during their installation, maintenance or repair, such evidence shall constitute presumptive evidence of exposure.

(B) Industry/Occupation: Brauer sold or distributed thermal insulation and other similar products which contained asbestos. Because of the specialized nature and use of Brauer asbestos-containing products, the Asbestos Trust may consider that there is a limited universe of occupations in a similarly limited range of industries in which claimants are likely to have been either directly or indirectly exposed to asbestos-containing products from Brauer or its predecessors.

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

distributed by Brauer were present at the work site during the relevant period. A Co-worker's affidavit must provide

worked for some period of time in an industry where exposure to other asbestos-containing products (*e.g.*, refractory or friction products) was likely.

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

5.8 Claims Audit Program.

The Asbestos Trust, with the consent of the TAC and the Futures Representative, may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays, CT scans and verification of pulmonary function tests, as well as the reliability of evidence of exposure to asbestos, including exposure to asbestos-containing products for which Brauer has legal responsibility. The Asbestos Trust may also conduct random or other audits to verify medical and exposure information submitted in connection with this TDP. To the extent an asbestos claims payment trust has suspended acceptance of medical reports prepared by a particular doctor or screening facility, representative claims submitted to the Asbestos Trust that rely on reports prepared by those doctors or screening facilities may, with the consent of the TAC and the Futures Representative, be audited by the Asbestos Trust and any payment on those claims may be delayed or suspended pending the outcome of the audit. To the extent that more

evidence sufficient to show that the Co-worker meets this definition.

than ten percent (10%) of all claims initially submitted to the Asbestos Trust or subsequently submitted during any twelve-month period rely on reports prepared by any particular doctor or screening facility, representative claims may, with the consent of the TAC and the Futures Representative, be audited by the Asbestos Trust and any payment on those claims may be delayed or suspended pending the outcome of the audit. Furthermore, the Asbestos Trust may, with the consent of the TAC and the Futures Representative, audit representative claims that rely on reports prepared by any doctor or screening facility if insurers who might be requested to pay those claims make a complaint to the Trustee with respect to such a doctor or screening facility that is supported by credible evidence warranting such an inquiry.

In the event the Asbestos Trust reasonably determines that an individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the Asbestos Trust, the Asbestos Trust may decline to accept additional evidence from such provider. Furthermore, in the event an audit reveals any instance of fraud or submission of fraudulent information, the Asbestos Trust may penalize any claimant or such claimant's attorney by disallowing the Asbestos Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected claimants' Asbestos Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. §152, and seeking sanctions from the Bankruptcy Court.

5.9 Second Disease Claims.

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

5.10 Arbitration.

5.10(a) Establishment of Arbitration Procedures.

The Asbestos Trust, with the consent of the TAC and the Futures Representative, shall institute binding and non-binding arbitration procedures for resolving disputes concerning whether a pre-petition settlement agreement with Brauer is binding and judicially enforceable in the absence of a Final Order of the Bankruptcy Court determining the issue, whether the Asbestos Trust's denial of a claim was proper, and/or whether the claimant's medical condition or exposure history for any claim involving Disease Levels I – IV meet the requirements of this TDP. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a claim involving Disease Levels I – IV. Binding and non-binding arbitration shall also be available for resolving disputes over Brauer's share of the unpaid portion of a Pre-Petition Liquidated Claim described in Section 5.2 above. Preponderance of the evidence shall be the applicable evidentiary standard for all arbitrations under this TDP.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels I – IV, the arbitrator shall consider the same

valuation factors that are set forth in Section 5.3(b)(2) above. With respect to all claims eligible for arbitration, the claimant, but not the Asbestos Trust, may elect either non-binding or binding arbitration. The arbitration procedures may be modified by the Asbestos Trust with the consent of the TAC and the Futures Representative.

5.10(b) Claims Eligible for Arbitration.

In order to be eligible for arbitration, the claimant must first complete the Individual Review Process with respect to the disputed issue. Individual Review will be treated as completed for these purposes when the claim has been reviewed by the Asbestos Trust, the Asbestos Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the Asbestos Trust of the rejection in writing. Individual Review shall also be treated as completed if the Asbestos Trust has rejected the claim.

5.10(c) Claims Arbitration.

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

5.10(d) Limitations on and Payment of Arbitration Awards.

In the case of a non-Extraordinary Claim involving Disease Level I, the arbitrator shall not return an award in excess of the Scheduled Value for that Disease Level as set forth in Section 5.3(a)(3). In the case of a non-Extraordinary Claim involving Disease Levels II - IV, the

arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as provided for by Section 5.3(b)(3) above, and for an Extraordinary Claim involving one of those Disease Levels, the arbitrator shall not return an award greater than the Maximum Value for such a claim as provided for by Section 5.4(a) above. A claimant who submits to arbitration and who accepts the arbitral award will receive payments in the same manner as one who accepts the Trust's original valuation of the claim.

5.11 Litigation.

Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to enter the tort system pursuant to Section 7.5 below. However, a claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Asbestos Trust's available cash only as provided in Section 7.6 below.

SECTION VI

CLAIMS MATERIALS

6.1 Claims Materials.

The Asbestos Trust shall prepare suitable and efficient claims materials ("Claims Materials") for all Asbestos Claims, and shall provide such Claims Materials to claimants upon a written request for such materials to the Asbestos Trust. The proof of claim form to be submitted to the Asbestos Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form to be submitted to the Asbestos Trust shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. In developing its claim-filing procedures, the Asbestos Trust shall make an effort to provide claimants with the opportunity to utilize currently available technology at their discretion, including filing claims

and supporting documentation over the internet and electronically by disk or CD-ROM. A copy of the proof of claim form to be used by the Asbestos Trust shall be appended to this TDP. The proof of claim form may be changed by the Asbestos Trust with the consent of the TAC and the Futures Representative.

6.2 Content of Claims Materials.

The Claims Materials shall include a copy of this TDP, such instructions as the Trustee shall approve, and a proof of claim form. If feasible, the forms used by the Asbestos Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. If requested by the claimant, the Asbestos Trust shall accept information provided electronically. The claimant may elect, but will not be required, to provide the Asbestos Trust with evidence of recovery from other asbestos claims resolution organizations.

6.3 Withdrawal or Deferral of Claims.

A claimant can withdraw an Asbestos Claim at any time upon written notice to the Asbestos Trust and file another Asbestos Claim subsequently without affecting the status of the claim for statute of limitations and repose purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based upon the date of such subsequent filing. A claimant can also request that the processing of his or her Asbestos Claim be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitation purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. Except for claims held by representatives of deceased or incompetent claimants as set forth in Section 5.1(c) above, for which court or probate approval of the Asbestos Trust's offer is required, or an Asbestos Claim for which deferral status has been

granted, a claim will be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six (6) months of the Asbestos Trust's offer of payment or rejection of the claim. Upon written request and good cause, the Asbestos Trust may, in its sole discretion, extend this period for an additional six (6) months.

6.4 Filing Requirements and Fees.

All holders of an Asbestos Claim shall pay a \$20.00 filing fee (the "Filing Fee") upon submission of such claim to the Asbestos Trust. If an Asbestos Claim is accepted as qualified for payment by the Asbestos Trust, the Filing Fee shall be refunded at the time of the initial distribution on account of such Asbestos Claim. To the extent an Asbestos Claim is determined by the Asbestos Trust not to qualify for payment, the Filing Fee associated with such Asbestos Claim shall be retained by the Asbestos Trust. The Trustee shall have the discretion to determine, with the consent of the Asbestos Trust Advisory Committee and the Future Claimants' 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 Asbestos Trust and (b) whether the Filing Fee should be increased, decreased and/or eliminated for any Asbestos Claims.

6.5 Confidentiality of Claimants' Submissions.

All submissions to the Asbestos Trust by a holder of an Asbestos Claim of a proof of claim form and materials related thereto shall be treated as made in the course of settlement discussions between the holder and the Asbestos Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including but not limited to those directly applicable to settlement discussions. The Asbestos Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only,

with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) of the Bankruptcy Code or other applicable law, to such other persons as authorized by the holder, or in response to a valid subpoena of such materials issued by the Bankruptcy Court. Furthermore, the Asbestos Trust shall provide counsel for the holder a copy of any such subpoena immediately upon being served. The Asbestos Trust shall on its own initiative or upon request of the claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court and before those courts having appellate jurisdiction related thereto. Notwithstanding anything in the foregoing to the contrary, with the consent of the TAC and the Futures Representative, the Asbestos Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the Asbestos Trust's judgment to preserve, litigate, resolve or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement with an insurance carrier relating to an Asbestos Claim; provided, however, that the Asbestos Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the Asbestos Trust shall use its reasonable best efforts to obtain from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the Asbestos Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party.

SECTION VII

GENERAL GUIDELINES FOR LIQUIDATING AND PAYING CLAIM

7.1 Showing Required.

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

7.2 Costs Considered.

Notwithstanding any provisions of this TDP to the contrary, the Trustee shall always give appropriate consideration to the cost of investigating and uncovering invalid Asbestos Claims so that the payment of valid Asbestos Claims is not further impaired by such processes with respect to issues related to the validity of the medical or exposure evidence supporting an Asbestos Claim. The Trustee shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Asbestos Trust so that valid Asbestos Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the Asbestos Trust, whatever the costs, or from declining to accept medical or exposure evidence from sources that the Trustee has determined to be unreliable pursuant to the Claims Audit Program described in Section 5.8 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 Payment Queues and the Maximum Annual Payment, the Trustee shall proceed as quickly as possible to liquidate valid Asbestos Claims, and shall make payments to holders of such claims in accordance with this TDP promptly as funds become available and as Asbestos Claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the Asbestos Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustee shall use his or her best efforts to treat similar claims in substantially the same manner, consistent with his or her duty as Trustee, the purposes of the Asbestos Trust, the established allocation of funds to claims in Categories A and B, and the practical limitations imposed by the inability to predict the future with precision.

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

7.4 Punitive Damages.

Except as provided below for claims asserted under the Alabama Wrongful Death Statute or under the law of Texas for the death of an employee of Brauer, in determining the value of any liquidated or unliquidated Asbestos Claim, punitive or exemplary damages, *i.e.*, damages

other than compensatory damages, shall not be considered or paid, notwithstanding their availability in the tort system. Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the Asbestos Trust in the tort system pursuant to Sections 5.11 above and 7.5 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 Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall govern only the rights between the Asbestos Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.5, and to the extent the Asbestos Trust seeks recovery from any entity that provided insurance to Brauer, the Alabama Wrongful Death Statute shall govern.

The only damages that may be awarded pursuant to this TDP to Texas Claimants who are deceased employees of Brauer and whose personal representatives pursue their claims only under the law of Texas and whose claims are based on Article XVI, Section 26 of the Texas Constitution shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the law of Texas, shall govern only the rights between the

Asbestos Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.5, and to the extent the Asbestos Trust seeks recovery from any entity that provided insurance to Brauer, the law of Texas shall govern.

7.5 Suits in the Tort System.

If the holder of a disputed claim disagrees with the Asbestos Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted to non-binding arbitration of the claim as provided in Section 5.10 above, the holder may file a lawsuit against the Asbestos Trust in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) above. Any such lawsuit must be filed by the claimant in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Asbestos Trust, all defenses which could have been asserted by Brauer or its predecessors) shall be available to both sides at trial; however, the Asbestos Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim was filed, the case will be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

7.6 Payment of Judgments for Money Damages.

If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became a final, non-appealable judgment. Thereafter, the claimant shall receive from the Asbestos Trust an initial payment (subject to the applicable Payment Percentage and the Maximum Annual Payment provisions set forth above) of an amount equal to the greater of (i) the Asbestos Trust's last offer

to the claimant or (ii) the award that the claimant declined in non-binding arbitration; *provided, however,* that in no event shall such payment amount exceed the amount of the judgment obtained in the tort system. The claimant shall receive the balance of the judgment, if any, in five (5) equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage and the Maximum Annual Payment provisions above in effect on the date of the payment of the subject installment).

7.7 Releases.

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

7.8 Third-Party Services.

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

7.9 Asbestos Trust Disclosure of Information.

Periodically, but not less often than once a year, the Asbestos Trust shall make available to claimants and other interested parties the number of claims by Disease Level that have been

resolved by the Individual Review Process, by arbitration and by litigation in the tort system indicating the amounts of the awards and the averages of the awards by jurisdiction.

SECTION VIII

MISCELLANEOUS

8.1 Amendments.

Except as otherwise provided herein, the Trustee may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided he or she first obtains the consent of the TAC and the Futures Representative pursuant to the Consent Process set forth in Sections 6.6 and 7.7 of the Asbestos Trust Agreement, except that the right to adjust the Payment Percentage is governed by Section 4.2 above.

8.2 Adjustment to Average and Maximum Values.

The Average and Maximum Values set forth in Section 5.3(b)(3) shall remain unchanged until three (3) years after the Effective Date. In the third year and at three year intervals thereafter, the Asbestos Trust, in consultation with the TAC and the Futures Representative, may adjust any or each of the Average and Maximum Values to account for inflation or deflation, as reflected by the Consumer Price Index.

8.3 Severability.

Should any provision contained in this TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TDP. Should any provision contained in this TDP be determined to be inconsistent with or contrary to Brauer's obligations to any insurance company providing insurance coverage to Brauer in respect of claims for personal injury based on exposure to an

asbestos-containing product or to conduct for which Brauer has legal responsibility, the Asbestos Trust, with the consent of the TAC members and the Futures Representative, may amend this TDP and/or the Asbestos Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of Brauer to said insurance company.

8.4 Governing Law.

Except for purposes of determining the liquidated value of any Asbestos Claim, administration of this TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the liquidation of Asbestos 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)(2) above in effect at the time the claim is filed.

8.5 Change in Law.

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

Trust and incorporating in any release obtained from claimants a release of any claim on such a federal fund that would inure to the detriment of Brauer.