

**FIRST AMENDED AND RESTATED  
UNITED STATES MINERAL PRODUCTS COMPANY  
ASBESTOS PERSONAL INJURY SETTLEMENT TRUST DISTRIBUTION PROCEDURES**

These United States Mineral Products Company Asbestos Personal Injury Settlement Trust Distribution Procedures (“TDP”) provide for resolving all Asbestos-Related Personal Injury Claims and Demands (as those terms are defined in the United States Mineral Products Company Plan of Reorganization (“Plan”)) caused by exposure to asbestos-containing products for which United States Mineral Products Company (“USM”) and its predecessors, successors, and assigns have legal responsibility (hereinafter for all purposes of this TDP referred to as “Trust Claims”), as provided in and required by the Plan and by the United States Mineral Products Company Asbestos Personal Injury Settlement Trust Agreement (“Trust Agreement”). The Plan and Trust Agreement establish the United States Mineral Products Company Asbestos Personal Injury Settlement Trust (“Trust”). The Trustees of the Trust (“Trustees”) shall implement and administer this TDP in accordance with the Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the Trust Agreement.

**SECTION I**  
**Introduction**

**1.1 Purpose.** This TDP has been adopted pursuant to the Trust Agreement. It is designed to provide fair and equitable treatment for all Trust Claims that may 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.

**SECTION II**  
**Overview**

**2.1 Trust Goals.** The goal of the 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. To this end, the TDP establishes a schedule of three asbestos-related diseases (“Disease Levels”), with medical and exposure requirements (“Medical/Exposure Criteria”) and liquidated values (“Scheduled Values”). The Disease Levels, Medical/Exposure Criteria, and Scheduled Values, which are set forth in Section 5.3, have all been selected and derived with the intention of achieving a fair allocation of the small amount of money that the Trust has available to distribute among claimants suffering from different disease processes in light of the best available information considering the settlement history of USM and the rights claimants would have in the tort system absent the bankruptcy.

**2.2 Claims Liquidation Procedures.** Trust Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to Section 5.1(a) below. The Trust shall take all reasonable steps to resolve Trust Claims as efficiently and expeditiously as possible at each stage of claims processing and the alternative dispute resolution procedures. To this end, the Trust, in its sole discretion, may conduct settlement discussions with persons representing more than one claimant, 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(a)(3) below. The Trust shall liquidate all Trust Claims that meet the Medical/Exposure Criteria under the procedures described below. Claims that do not meet the Medical/Exposure Criteria for the relevant Disease Level may utilize the Trust's Alternate Review Process described in Section 5.3(b) below. In such a case, notwithstanding that the claim does not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level, the Trust may offer the claimant an amount up to the Scheduled Value of that Disease Level if the Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system.

All unresolved disputes over a claimant's medical condition or exposure history shall, at the election of the claimant, be subject to the alternative dispute resolution procedures described in Section 5.10 below. Trust Claims that are the subject of a dispute with the Trust that cannot be resolved under the alternative dispute resolution procedures may enter the tort system as provided in Sections 5.11 and 7.6 below. However, if and when a claimant obtains a judgment in the tort system, the judgment will be payable only as provided in Section 7.7 below.

**2.3 Application of the Payment Percentage.** After the liquidated value of a Trust Claim is determined pursuant to the procedures set forth herein for Standard Review, Alternate Review, the alternative dispute resolution procedures described in Section 5.10 below, or litigation in the tort system, the claimant (other than the holder of a Settled Asbestos Claim) will be entitled to receive a pro-rata share of that value based on a Payment Percentage described in Section 4.2 below. The Payment Percentage may be adjusted upwards or downwards from time to time by the Trust, with the consent of the TAC and the Legal Representative, to reflect then-current estimates of the Trust's assets and its liabilities, as well as the then-estimated value of pending and future claims. If the Payment Percentage is increased over time, the Trustees shall have the discretion, in consultation with the TAC and the Legal Representative, to determine that claimants whose claims were liquidated and paid in prior periods under the TDP will receive additional payments. Because there is uncertainty in the prediction of both the number and severity of future claims, and the amount of the Trust's assets, no guarantee can be made of any Payment Percentage of a Trust Claim's liquidated value. A "Settled Asbestos Claim" is any Asbestos-Related Personal Injury Claim existing on or before the Petition Date that was scheduled by the Debtor in its schedules filed with the Bankruptcy Court on September 5, 2001 as being fixed and liquidated in the amount scheduled but which was then unpaid. The holder of a Settled Asbestos Claim shall be paid as provided herein.

**2.4 Trust's Determination of the Maximum Annual Payment.** The 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 all present and future claimants as similarly as possible. In each year, the Trust will be empowered to pay out all of the interest earned during the year, together with a portion of its principal, calculated so that the application of 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 and the amount needed to satisfy the Settled Asbestos Claims. Except for the payment of Settled Asbestos

Claims, the Trust's distributions to all claimants for any year shall not exceed the Maximum Annual Payment determined for that year.

## **2.5 Distribution of Maximum Annual Payment.**

**2.5(a) By FIFO Payment Queue.** If the Trustees determine that the Maximum Annual Payment is or will be equal to or greater than the amount needed to pay all claims in the FIFO Payment Queue, the Maximum Annual Payment shall be paid to claimants based on their place in the FIFO Payment Queue.

**2.5(b) Priority to Disease Level II and III Claims.** If the Trustees determine that the Maximum Annual Payment is or will be less than the amount needed to pay all claims in the FIFO Payment Queue, the Maximum Annual Payment shall be first applied to pay holders of Disease Level II and III Claims based on their place in the FIFO Payment Queue. The balance of the Maximum Annual Payment shall be paid to holders of Disease Level I Claims based on their place in the FIFO Payment Queue.

**2.5(c) Carryover of Unpaid Claims.** Claims that were in the FIFO Payment Queue but were not paid, whether because of the limitation of the Maximum Annual Payment or because of limited liquidity, shall be carried over to the next year retaining their place in the FIFO Payment Queue.

**2.6 Indirect Asbestos-Related Personal Injury Claims.** An Indirect Asbestos-Related Personal Injury Claim, whether based on indemnity, contribution, or other theory of reimbursement, if any, shall be subject to the provisions of Section 5.6 below.

## **SECTION III** **TDP Administration**

**3.1 Trust Advisory Committee and Legal Representative.** Pursuant to the Plan and the Trust Agreement, the Trust Agreement and this TDP shall be administered by the Trustees in consultation with the TAC, which represents the interests of holders of present Asbestos-Related Personal Injury Claims, and the Legal Representative, who represents the interests of holders of PI Demands that will be asserted in the future. Pursuant to Section 8.1 below, the Trustees shall obtain the consent of the TAC and the Legal Representative to any amendments to these Procedures and on such other matters as are otherwise required below and in Section 2.2(f) of the Trust Agreement. The Trustees shall also consult with the TAC and the Legal Representative on such matters as are provided below and in Section 2.2(e) of the Trust Agreement. The initial members of the TAC and the initial Legal Representative are identified in the Trust Agreement.

**3.2 Consent and Consultation Procedures.** In those circumstances in which consultation or consent is required, the Trustees will provide written notice to the TAC and the Legal Representative of the specific amendment or other action that is proposed. The Trustees will not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process described in Sections 5.9(a) and 6.7(a), or the Consent Process described in Sections 5.9(b) and 6.7(b), of the Trust Agreement, respectively.

## SECTION IV

### Payment Percentage; Periodic Estimates

**4.1 Uncertainty of Amount of Payment to Holders of Trust Claims.** There is inherent uncertainty regarding USM's total asbestos-related tort liabilities, as well as the total value of the assets available to the Trust to pay Trust Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Trust Claims will receive. To seek to ensure substantially equivalent treatment of all Trust Claims present and future, the Trustees must determine from time to time the percentage of the Scheduled Value that holders of Trust Claims, present and future, will be likely to receive, i.e., the "Payment Percentage" described in Sections 2.3 above and 4.2 below.

**4.2 Computation of Payment Percentage.** The Trustees shall base their determination of the Payment Percentage on current estimates of the number, types, and values of present and future Trust Claims, the value of the Trust assets (less the amount needed to pay the Settled Asbestos Claims) then available to the 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 Trust Claims. When making these determinations, the Trustees shall exercise common sense and flexibly evaluate all relevant factors. The Payment Percentage shall be subject to change pursuant to the terms of this TDP and the Trust Agreement if the Trustees determine that an adjustment is required. No less frequently than once every two years, commencing with the Initial Claims Filing Date, the Trustees 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 Legal Representative. The Trustees shall also reconsider the then-applicable Payment Percentage at shorter intervals if they deem such reconsideration to be appropriate or if requested to do so by the TAC or the Legal Representative. "Initial Claims Filing Date" means the date that the Trust begins accepting proof of claim forms.

**4.3 Proposed Change in the Payment Percentage.** No holder of a Trust Claim, except as provided in Section 5.3(a) for holders of Settled Asbestos Claims, 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 re-determination of the Payment Percentage has been proposed in writing by the Trustees to the TAC and the Legal Representative, but has not yet been adopted, the claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. If the proposed Payment Percentage was the lower amount but was not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. If the proposed Payment Percentage was the higher amount and was subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount. Claimants who received an offer of settlement from the Trust prior to a proposed re-determination of the Payment Percentage shall receive the higher of the current Payment Percentage or the proposed Payment Percentage, provided that they accept the offer.

**SECTION V**  
**Resolution of Trust Claims**

**5.1 Ordering, Processing and Payment of Claims.**

**5.1(a) Ordering of Claims.**

**5.1(a)(1) Establishment of the FIFO Processing Queue.** The Trust will order claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “FIFO Processing Queue”). The Trust will pay Settled Asbestos Claims as soon as practical after the Trust has been organized and independently from the FIFO Processing Queue. For all claims filed on or before the Initial Claims Filing Date, a claimant’s position in the FIFO Processing Queue shall be determined as of the earlier of (i) the date prior to the Petition Date that the specific claim was filed against USM in the tort system; (ii) the date after the Petition Date but before the Effective Date that the claim was filed against another defendant in the tort system; (iii) the date after the Petition Date but before the Effective Date that a proof of claim was filed against USM in USM’s Chapter 11 case; (iv) the date a ballot was submitted in USM’s Chapter 11 case for purposes of voting on the Plan in accordance with the voting procedures adopted by the Bankruptcy Court; or (v) the date a claim was filed with the Trust. Following the Initial Claims Filing Date, the claimant’s position in the FIFO Processing Queue shall be determined by the date the claim was filed with the Trust. If any claims are filed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the claimant’s asbestos-related disease. If any claims are filed and diagnosed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the date of the claimant’s birth, with older claimants given priority over younger claimants.

**5.1(a)(2) Effect of Statutes of Limitations and Repose.** To be eligible for a place in the FIFO Processing Queue, a claim must meet either (i) for claims first filed in the tort system against USM 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 that were not filed against USM in the tort system prior to the Petition Date, the applicable statute of limitations and repose in effect at the time of the filing with the Trust. However, the running of the relevant statute of limitations shall be tolled as of the earliest of (A) the date prior to the Petition Date that the specific claim was filed against USM in the tort system; (B) the date after the Petition Date but before the Effective Date that the claim was filed against another defendant in the tort system; (C) the date after the Petition Date but before the Effective Date that a proof of claim was filed against USM in USM’s Chapter 11 case; (D) the date a ballot was submitted in USM’s Chapter 11 case for purposes of voting on the Plan in accordance with the voting procedures adopted by the Bankruptcy Court; or (E) the date after the Initial Claims Filing Date that a proof of claim with the requisite supporting documentation was filed with the Trust.

If a Trust Claim of a claimant who was first diagnosed before the Petition Date meets any of the tolling provisions described in the preceding sentence and was not barred by the applicable statute of limitations at the time of the tolling event, the claim will be treated as timely filed if it is actually filed with the Trust within three years of the Initial Claims Filing Date. In addition, any claims that were first diagnosed after the Petition Date, irrespective of the application of any relevant statute of limitations or repose, may be filed with the Trust within three years after the date of diagnosis or within three years after the Initial Claims Filing Date, whichever occurs later.

The processing of any Trust Claim by the Trust may be deferred, however, at the election of the claimant pursuant to Section 6.8 below.

**5.1(a)(3) Last Date to Submit Settled Claims to the Trust.** All Settled Asbestos Claims, as defined in Section 2.3 above, must be filed no later than one year after the Initial Claims Filing Date or they shall be deemed barred and shall not be paid by the Trust as a Settled Asbestos Claim.

**5.1(b) Processing of Claims.** As a general practice, the Trust will review claims on a regular basis.

**5.1(c) Payment of Claims.** Trust Claims that have been liquidated by the review process as provided in Section 5.3(a)–(b) below, by alternative dispute resolution procedures as provided in Section 5.10 below, or by litigation 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 Available Payment, except as otherwise provided herein. Where the claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the payment by the claimant’s representative, an offer made by the Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending, provided that the Trust has been furnished with evidence that the payment offer has been submitted to such court or probate process for approval. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant’s representative, the Trust shall pay the claim in the amount so offered, multiplied by the Payment Percentage in effect at the time the offer was first made. If any claims are liquidated on the same date, the claimant’s position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant’s asbestos-related disease. If any claims are liquidated on the same date and the respective claimants’ asbestos-related diseases were diagnosed on the same date, the position of those claimants in the FIFO Payment Queue shall be determined by the Trust based on the dates of the claimants’ birth, with older claimants given priority over younger claimants.

## **5.2 [Omitted.]**

**5.3 Resolution of Unliquidated Trust Claims.** The Trustees, with the consent of the TAC and the Legal Representative, may adopt a more detailed set of procedures for reviewing and liquidating all unliquidated Trust Claims. The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. Irrespective of the Disease Level alleged on the proof of claim form, all claims shall be deemed to be a claim for the highest Disease Level for which the claim qualifies at the time of filing. 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 in the higher Disease Level for both processing and payment purposes. Upon filing of a valid proof of claim form with the required supporting documentation, the claimant shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.1(a) above.

### **5.3(a) Standard Review Process.**

**5.3(a)(1) In General.** The Trust’s Standard Review Process is designed to provide an expeditious, efficient, and inexpensive method for liquidating all claims that meet the

Medical/Exposure Criteria for the relevant Disease Level. Claims that meet the Medical/Exposure Criteria for a Disease Level shall be paid based on the Scheduled Value for such Disease Level set forth in Section 5.3(a)(3) below. Claimants holding claims that cannot be liquidated by Standard Review because they do not meet the Medical/Exposure Criteria for the relevant Disease Level may elect the Trust's Alternate Review Process set forth in Section 5.3(b) below.

**5.3(a)(2) Claims Processing Under Standard Review.** All claimants seeking liquidation of their claims pursuant to Standard Review shall file either an electronic proof of claim form or a paper-based proof of claim form. As a proof of claim form is reached in the FIFO Processing Queue, the Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the three Disease Levels, and shall advise the claimant of its determination. After a Disease Level is determined, the claim shall be placed in the FIFO Payment Queue. The Trust, on receipt of an executed release, shall pay the claimant, subject to the limitations of the Maximum Available Payment, the Scheduled Value for the relevant Disease Level multiplied by the applicable Payment Percentage. Payment of a Claim shall act as and constitute a release of the Trust, except to the extent the Claimant has a second asbestos-related claim that qualifies for payment under Disease Level II or III.

**5.3(a)(3) Disease Levels, Scheduled Values, and Medical/Exposure Criteria.** The three Disease Levels covered by this TDP, the Medical/Exposure Criteria, and the Scheduled Values for each of the three Disease Levels are set forth below. With the consent of the TAC and the Legal Representative, the Trustees may add to, change or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values, or Medical/Exposure Criteria; or determine that a novel or exceptional asbestos-related personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then-current Disease Levels.

Settled Asbestos Claims shall be classified by Disease Level, and shall be paid a fixed distribution of \$3,750 for Disease Level III, \$2,200 for Disease Level II, and \$100 for Disease Level I.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level III)	\$10,000	(1) Diagnosis of malignant mesothelioma, and (2) credible evidence of USM Exposure (as defined in Section 5.7(b)(3) below).

Lung Cancer (Level II)	\$4,000	(1) Diagnosis of a primary lung cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, <sup>1</sup> (2) credible evidence of four months USM Exposure prior to the Exposure Deadline (as defined in Section 5.7(b)(5) below), (3) Significant Occupational Exposure to asbestos (as defined in Section 5.7(b)(2) below), and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.
Other Asbestos Disease (Level I)	\$500	(1) Diagnosis of a primary colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer (plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease), asbestosis, or Bilateral Asbestos-Related Nonmalignant Disease, (2) credible evidence of four months USM Exposure prior to the Exposure Deadline (as defined in Section 5.7(b)(5) below), (3) Significant Occupational Exposure to asbestos (as defined in Section 5.7(b)(2) below), and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other asbestos disease in question.

**5.3(b) Alternate Review Process: Review of Medical/Exposure Criteria.** The Trust’s Alternate Review Process provides a claimant with an opportunity for alternate consideration and evaluation of a Trust Claim that fails to meet the presumptive Medical/Exposure Criteria for Disease Levels I–III. If a claim is submitted for Alternate Review, the Trust shall either deny the claim, or, if

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<sup>1</sup> Evidence of “Bilateral Asbestos-Related Nonmalignant Disease” for purposes of meeting the criteria for establishing Disease Levels I and II means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale, or (ii) (x) a chest X-ray read by a qualified B reader or other Qualified Physician, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (e.g., an ILO report, a written radiology report, or a pathology report). Solely for claims filed against USM or another asbestos defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (1) a chest X-ray or a CT scan read by a Qualified Physician, or (2) 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 Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Disease Levels I and II. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “Asbestos-associated Diseases,” Vol. 106, No. 11, App. 3 (October 8, 1982). For all purposes of this TDP, a “Qualified Physician” is a physician who is board-certified (or in the case of Canadian claims or foreign claims, a physician who is certified or qualified under comparable medical standards or criteria of the jurisdiction in question) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine, or occupational medicine; provided, however, subject to the provisions of Section 5.7(a), 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 Trust Claims.



the Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the Trust may pay the claimant based on the Scheduled Value for that Disease Level.

#### **5.4 [Omitted.]**

**5.5 Secondary Exposure Claims.** If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant may seek review of his or her claim pursuant to Section 5.3(a)(2) above. In such a case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under this TDP that would have been applicable had that person filed a direct claim against the Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the three Disease Levels described in Section 5.3(a)(3) above, that his or her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to asbestos products produced by USM, and that such secondary exposure was a cause of the claimed disease. All other liquidation and payment rights and limitations under this TDP shall be applicable to such claims.

**5.6 Indirect Asbestos-Related Personal Injury Claims.** An Indirect Asbestos-Related Personal Injury Claim (as defined in the Plan) may not be processed or paid by the Trust unless (a) such claim satisfied the requirements of the Bar Date established by the Bankruptcy Court for such claims, if applicable, and is not otherwise discharged by Section 502(e) of the Code, and (b) the holder of such claim (the "Indirect Claimant") establishes to the satisfaction of the Trustees that (i) the Indirect Claimant has paid in full the liability and obligations of the Trust to the individual claimant to whom the Trust would otherwise have had a liability or obligation under these Procedures (the "Direct Claimant"), (ii) the Direct Claimant and the Indirect Claimant have in writing forever released the Trust from any and 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. No Indirect Claimant shall have any rights against the Trust superior to the rights of the related Direct Claimant against the Trust, including any rights with respect to the timing, amount, or manner of payment. In addition, no Indirect Claimant may be paid an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant. The 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 fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the Trust) or a Final Order (as defined in the Plan) provided that such claim is valid under the applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Trust a release in form and substance satisfactory to the Trustees in favor of USM, the Trust, the Trustees, the TAC, the Legal Representative, the chapter 11 Trustee for USM, and Reorganized USM, and their respective officers, directors, members, employees, agents, attorneys, successors, trustees, administrators, and assignees. The Trustees may develop and approve a separate proof of claim form for Indirect Trust Claims. Indirect Trust Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Trustees, 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 Trust would have afforded the holders of the underlying valid Trust Claims.

**5.7 Evidentiary Requirements.** A Claimant filing a proof of claim shall satisfy the evidentiary requirements set forth herein by execution and submission of the proof of claim form and

supporting documentation. No evidence shall be required to support a claim that otherwise qualifies as a Settled Asbestos Claim. The Trust requires claimants to submit the documentary evidence that satisfies the evidentiary criteria, and may reject a claim if such information and documents are not provided within such period as the Trustees may fix. Pursuant to Section 5.8 below, all claims are subject to audit by the Trust to determine that the claim is supported by the evidentiary standards set forth herein and any other requirements for acceptance and payment of a claim. Any Claimant may satisfy the medical evidence criteria by proof (or certification, if permitted) of acceptance of a claim for asbestos disease by such other asbestos trusts that the Trust may designate as acceptable alternative evidence of disease.

#### **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 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 ten-year latency period. A finding by a physician after the Effective Date that a claimant's disease is "consistent with" or "compatible with" asbestosis shall not alone be treated by the Trust as such a diagnosis.

**5.7(a)(1)(A) Disease Level I.** A diagnosis of a nonmalignant asbestos-related disease or of a primary colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer shall be based (i) 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, and evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in footnote 1 above), and (ii) in the case of a claimant who was deceased at the time the claim was filed, upon (a) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease, (b) a physical examination of the claimant by another doctor whose physical examination and findings are reliable, (c) a diagnosis of the nonmalignant or malignant asbestos-related disease by a board-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"), or (d) evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in footnote 1 above).

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

**5.7(a)(2) Credibility of Medical Evidence.** Before making any payment to a claimant, the Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. The Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination, or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable. Medical evidence that is (i) of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) consistent with evidence submitted to USM to settle for payment similar disease cases prior to USM's bankruptcy, or (iii) a diagnosis by a physician shown to have previously qualified as a medical expert with respect to

the asbestos-related disease in question before a state or federal judge, is presumptively reliable, although the Trust may seek to rebut the presumption. In addition, claimants who otherwise meet the requirements of this TDP for payment of a Trust Claim shall be paid irrespective of the results in any litigation at any time between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system involving another defendant, other than any findings of fact, a verdict, or a judgment, may be introduced by either the claimant or the Trust in any Alternate Review Proceeding conducted pursuant to Section 5.3(b).

**5.7(a)(3) Reliance by Trust on Finding of Another Asbestos Trust.** The Trustees may review the governing documents of another asbestos trust or claims facility and, with the consent of the TAC and the Legal Representative, determine to accept the disease level classifications as found by such other asbestos trust or claims facility in lieu of the medical evidence claimants are required to submit under this TDP.

**5.7(a)(4) Exemption from Filing Medical Evidence.** The Trustees, with the consent of the TAC and the Legal Representative, may exempt claimants from the obligation to submit medical evidence or certain types of medical evidence.

#### **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 provide evidence of USM Exposure (as defined in Section 5.7(b)(3) below). Claims based on conspiracy theories that involve no USM Exposure are not compensable under this TDP. To meet the exposure requirements of Standard Review set forth in Section 5.3(a)(3) above, the claimant must show (i) for all Disease Levels, USM Exposure, as defined in Section 5.7(b)(3) below, prior to the Exposure Deadline, as defined in Section 5.7(b)(5) below; and (ii) for Disease Levels I and II, four months USM Exposure prior to the Exposure Deadline, plus Significant Occupational Exposure to asbestos as defined in Section 5.7(b)(2) below. If the claimant cannot meet the relevant exposure requirements for a Disease Level, the claimant may seek Alternate Review of his or her claim pursuant to Section 5.3(b) above.

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

#### **5.7(b)(3) USM Exposure.**

**(A) Standard.** A claimant has USM Exposure if, prior to the Exposure Deadline as defined in Section 5.7(b)(5) below, the claimant was exposed to asbestos or asbestos-containing products supplied, specified, manufactured, produced, distributed, sold, fabricated, installed, released, maintained, repaired, replaced, removed, or handled by USM and/or any entity for which USM is responsible.

**(B) Qualified Worksites and Industries and Occupations.** A claimant establishes USM Exposure by demonstrating that before the Exposure Deadline

(i) the claimant worked at a site that either (I) the claimant establishes to the Trust's satisfaction is a qualified USM worksite or (II) the Trust designates as a qualified USM worksite, and

(ii) the claimant worked at the qualified USM worksite either (I) during the installation, rip-out, or repair of USM product or (II) during or after the time the USM product was first installed at the qualified worksite, provided the claimant then was working in an occupation and industry specified by the Trust.

**(C) Designation.** The Trust shall designate sites that are qualified USM worksites and provide a list of those qualified USM worksites to claimants. The Trust, in consultation with the TAC and Legal Representative, shall also designate occupations and industries in which claimants were likely to have been exposed to USM product. A claimant who claims USM exposure at a site that is not on the Trust's list of qualified USM worksites, or who indicates employment in an occupation or industry that is not specified on the Trust's list of occupation and industry, must provide additional exposure evidence.

**(D) Meaningful and Credible Evidence.** USM exposure must be established by meaningful and credible evidence. Evidence may consist of an affidavit or sworn statement of the claimant; an affidavit or sworn statement of a co-worker or, in the case of a deceased claimant, an affidavit or sworn statement of a family member (provided that the Trust finds such evidence reasonably reliable); invoices, employment, construction, or similar records; interrogatory answers, sworn work histories, or depositions; or other credible evidence. The Trust may also require submission of other or additional evidence of exposure when it deems such to be necessary.

**5.7(b)(4) Exemption from Filing Exposure Evidence.** The Trustees, with the consent of the TAC and the Legal Representative, may exempt claimants from the obligation to submit exposure evidence or certain types of exposure evidence.

**5.7(b)(5) Exposure Deadline.** The Exposure Deadline is December 31, 1982.

**5.8 Claims Audit Program.** The Trust, with the consent of the TAC and the Legal Representative, may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays, CT scans, and verification of pulmonary function tests, as well as the reliability of evidence of exposure to asbestos, including USM Exposure prior to December 31, 1982. In the event that the Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the Trust, it may decline to accept additional evidence from such provider in the future. Further, in the event that an audit reveals that fraudulent information has been provided to the Trust, the Trust may penalize any claimant or claimant's attorney by disallowing the Trust Claim or by other means, including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected claimants' Trust Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

## **5.9 Second Disease (Malignancy) Claims.**

**5.9(a) Second Disease (Malignancy) Trust Claims.** The holder of a Disease Level I Trust Claim that is not a Settled Asbestos Claim may assert a new Trust Claim against the Trust for lung cancer or mesothelioma (Disease Levels II–III) that is first diagnosed subsequent to the filing with the Trust of the Level I claim. Any payments to which such claimant may be entitled with respect to a Disease Level II or III claim shall not be reduced by the amount paid for the Disease Level I claim.

**5.9(b) Second Disease (Malignancy) Settled Asbestos Claims.** The holder of a Trust Claim that is a Settled Asbestos Claim under Section 2.3 above in the category of Disease Level I or II may assert a new Trust Claim against the Trust for lung cancer or mesothelioma (Disease Levels II–III) that is a higher level Disease Claim than that set out on the Debtors' Schedules filed with the Bankruptcy Court on September 5, 2001, pursuant to which the claim was categorized as a Settled Asbestos Claim. Any payments to which such claimant may be entitled with respect to a Disease Level II or III claim shall not be reduced by the amount paid for the Settled Asbestos Claim. Any additional claim filed by such claimant shall in all respects be governed by the provisions of the TDP.

Notwithstanding Section 5.1(a)(3) above, the holder of a Trust Claim that is a Settled Asbestos Claim under Section 2.3 above may decline to file a Settled Asbestos Claim and may instead file an asbestos claim under the procedures applicable to all non-Settled Asbestos Claims.

## **5.10 Alternative Dispute Resolution Procedures.**

### **5.10(a) Establishment of ADR Procedures.**

**5.10(a)(1) Arbitration.** The Trust, with the consent of the TAC and the Legal Representative, shall adopt binding and nonbinding arbitration procedures and rules for resolving disputes concerning whether the Trust's outright rejection or denial of a claim was proper, or whether the claimant's medical condition or exposure history meets the requirements of this TDP for purposes of categorizing a claim in Disease Levels I–III. In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. With respect to all claims eligible for arbitration, the claimant, but not the Trust, may elect either binding or nonbinding arbitration.

**5.10(a)(2) Trustee Conference.** The Trust may establish a Trustee conference process and, with the consent of the TAC and the Legal Representative, adopt procedures and rules for resolving disputes concerning whether the Trust's outright rejection or denial of a claim was proper, or whether the claimant's medical condition or exposure history meets the requirements of this TDP for purposes of categorizing a claim in Disease Levels I–III. The Trustee conference process may supplement the binding and nonbinding arbitration procedures adopted under Section 5.10(a)(1) above.

**5.10(b) Claims Eligible for Alternative Dispute Resolution.** In order to be eligible for alternative dispute resolution, the claimant must first complete the Standard or Alternate Review Process as well as mediation (if the Trustees adopt a mediation process) with respect to the disputed issue.

**5.10(c) Limitations on and Payment of Arbitration Awards.** The arbitrator shall not return an award in excess of the Scheduled Value for the appropriate Disease Level as set forth in Section 5.3(a)(3) above. A claimant who submits to arbitration and who accepts the arbitral award will receive payment in the same manner as one who accepts the Trust's original classification of the claim.

**5.11 Litigation.** Claimants who elect nonbinding arbitration and then reject their arbitral awards retain the right to institute a lawsuit in the tort system against the Trust pursuant to Section 7.6 below. A claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Trust's available cash only as provided in Section 7.7 below.

## **SECTION VI**

### **Claims Materials**

**6.1 Release of Information from Other Trusts.** This TDP has been prepared with the goal of simplifying the filing of claims, reducing paperwork by claimants, and reducing the cost of reviewing claims in an effort to maximize distribution to claimants. Accordingly, with the consent of the claimant or his or her attorney, the Trust may obtain information regarding such claimant from any other trust created in connection with a case under the Bankruptcy Code that is administering asbestos claims, and such information may be used to support claims filed with this Trust.

**6.2 [Omitted.]**

**6.3 [Omitted.]**

**6.4 Claims Materials.** The Trust shall prepare suitable and efficient claims materials ("Claims Materials") for all Trust Claims that may be filed by claimants or their counsel, and shall provide such Claims Materials upon request.

**6.5 Claim Submitted Must Be for Highest Claim Existing; Compliance with Rule 11(b).** The proof of claim form to be submitted to the Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure.

**6.6 Content of Claims Materials.** The Claims Materials shall include a copy of this TDP, such instructions as the Trustees shall approve, and a detailed proof of claim form. If feasible, the forms used by the Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. Instead of collecting some or all of the claims information from a claimant or the claimant's attorney, the Trust may, with the consent of the claimant, obtain such information from electronic databases maintained by other asbestos claims resolution organizations.

**6.7 [Omitted.]**

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

**6.9 Filing Fees.** The Trustees shall have the discretion to determine, with the consent of the TAC and the Legal Representative, whether a filing fee should be required for any Trust claims.

**6.10 Confidentiality of Claimants' Submissions.** All submissions to the Trust by a holder of a Trust Claim, or a proof of claim form and materials related thereto, shall be treated (a) as made in the course of settlement discussions between the claimant and the Trust and (b) as intended by the parties, to be confidential and protected by all applicable state and federal privileges, including, but not limited to, those directly applicable to settlement discussions. The Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof, only with the permission of the claimant, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) and/or section 105 of the Bankruptcy Code or other applicable law, to such other persons as authorized by the claimant, or in response to a valid subpoena for such materials. Furthermore, the Trust shall provide counsel for the claimant a copy of any such subpoena immediately upon being served.

## **SECTION VII**

### **General Guidelines for Liquidating and Paying Claims**

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

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

medical evidence from sources that the Trustees have determined to be unreliable pursuant to the claims audit program described in Section 5.8 above.

**7.3 Discretion to Vary Order and Amounts of Payments in Event of Limited Liquidity.**

The Trustees shall adopt a target first distribution date that shall not be more than 24 months after the Initial Claims Filing Date. Thereafter, the Trustees shall proceed promptly to liquidate valid Trust Claims, and shall make payments to holders of such claims in accordance with this TDP at least once a year, while maintaining sufficient resources to pay future valid claims in substantially the same manner. Because the Trust's income over time remains uncertain and decisions about payments must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. The Trustees shall use their best efforts, however, to treat similar claims in substantially the same manner, consistent with their duties as Trustees, the purposes of the Trust, the FIFO Queue procedures, and the practical limitations imposed by the inability to predict the future with precision. In the event that the Trust faces temporary periods of limited liquidity, the Trustees may, in addition to implementing Section 2.5(b), and with the consent of the TAC and the Legal Representative, suspend the normal order of payment, and temporarily limit or suspend payments altogether.

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

**7.5 [Omitted.]**

**7.6 Suits in the Tort System.** If the holder of a disputed claim disagrees with the Trust's determination regarding the Disease Level of the claim or the claimant's satisfaction of the exposure requirements of Section 5.3(a)(3), and if the claimant has first submitted the claim to nonbinding arbitration, the claimant may file a lawsuit in the Claimant's Jurisdiction, as defined below. 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 Trust, all defenses which could have been asserted by USM) shall be available to both sides at trial; the Trust may, however, waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time that the initial pre-petition complaint was filed or on the date the proof of claim was filed with the Trust, 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.

For these purposes, the "Claimant's Jurisdiction" is the jurisdiction in which the claim was filed (if at all) against USM in the tort system prior to the Petition Date. If the claim was not filed against USM in the tort system prior to the Petition Date, the claimant may elect as the Claimant's Jurisdiction either (i) the jurisdiction in which the claimant resided at the time of diagnosis or when the claim was filed with the Trust, or (ii) a jurisdiction in which the claimant was exposed to an asbestos-containing product for which USM has legal responsibility.

**7.7 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 final. Thereafter, the claimant shall receive from the Trust an initial payment (subject to the applicable Payment Percentage and the Maximum Available Payment provisions set forth above) of an amount equal to one hundred percent (100%) of the greater of (i) the



Trust's offer of payment to the claimant, or (ii) the award that the claimant declined in nonbinding arbitration. After the payment of all other Trust Claims, to the extent funds are available, the claimant shall receive the balance of the judgment, if any, in five, equal yearly installments that are subject to the applicable Payment Percentage. The total amounts paid with respect to such claims shall not exceed two hundred percent (200%) of the Scheduled Value for the applicable Disease Level.

**7.8 Releases.** The Trustees shall have the discretion to determine the form and substance of the releases to be provided to the Trust in order to maximize recovery for claimants against other tortfeasors without increasing the risk or amount of claims for indemnification or contribution from the Trust. As a condition to making any payment to a claimant, the Trust shall obtain a general, partial, or limited release 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.

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

#### **7.10 Trust Disclosure of Information.**

**7.10(a) General.** Periodically, but not less often than once a year, the Trust shall make available to the TAC and the Legal Representative a report that provides the number of claims by Disease Level that have been resolved by both the Standard and Alternate Review Processes, by Trustee Conference or alternative dispute resolution, and by litigation in the tort system.

**7.10(b) Disclosure to TAC and Legal Representative.** Subject to entry into an appropriate and reasonable confidentiality agreement, the Trustees, in connection with regularly scheduled Trust meetings or otherwise, shall report to and provide information to the TAC and Legal Representative relating to the financial condition of the Trust, the number of claims filed, the number of claims paid, and the number of unpaid claims, as well as accounting or statistical information concerning the operation of USM and the possible sale of USM.

### **SECTION VIII**

#### **Miscellaneous**

**8.1 Amendments.** Except as otherwise provided herein, the Trustees may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided they first obtain the consent of the TAC and the Legal Representative pursuant to the Consent Process set forth in Sections 5.7(b) and 6.6(b) of the Trust Agreement.

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

providing insurance coverage to USM in respect of claims for personal injury based on exposure to asbestos-containing products manufactured or produced by USM, the Trust, with the consent of the TAC and the Legal Representative, may amend this TDP and/or the Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of USM to said insurance company.

**8.3 Governing Law.** Administration of this TDP shall be governed by, and construed in accordance with, the laws of the State of New York. The law governing the liquidation of Trust Claims in the case of Standard and Alternate Review, alternative dispute resolution, or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 7.6 above.