

**TRUST DISTRIBUTION PROCEDURES OF THE
RAPID-AMERICAN ASBESTOS PERSONAL INJURY LIQUIDATING TRUST**

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**TRUST DISTRIBUTION PROCEDURES OF THE
RAPID-AMERICAN ASBESTOS PERSONAL INJURY LIQUIDATING TRUST**

The Trust Distribution Procedures (this “**TDP**”) of the Rapid-American Asbestos Personal Injury Liquidating Trust (the “**Trust**”) contained herein set forth procedures for resolution of all Asbestos PI Claims (“**Trust Claims**”) as defined in the Plan of Liquidation of Rapid-American Corporation, dated as of June 4, 2021 (as it may be amended or modified, the “**Plan**”),¹ as provided in the Plan and the Trust Agreement. The Plan and the Trust Agreement establish the Trust. The trustee of the Trust (the “**Trustee**”) shall implement and administer this TDP in accordance with 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, equitable and substantially similar treatment for and among all Trust Claims.

1.2 Interpretation. Except as may otherwise be provided below, nothing in this TDP shall be deemed to create a substantive right for any holder of a Trust Claim (“**Claimant**”). The rights and benefits provided herein to Claimants shall vest in such Claimants as of the Effective Date.

¹ Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the Trust Agreement.

SECTION II

Overview

2.1 Trust Goals. The goal of the Trust is to provide equitable treatment among Claimants with Trust Claims. This TDP furthers that goal by setting forth procedures for processing and paying Trust Claims generally on an impartial basis. To this end, this TDP establishes a schedule of four asbestos-related diseases (“**Disease Levels**”), each of which have medical and exposure requirements (“**Medical/Exposure Criteria**”) and specific liquidated values (“**Scheduled Values**”). The Disease Levels, Medical/Exposure Criteria and Scheduled Values, which are set forth in Section 4.3, have all been selected and derived with the intention of achieving a fair allocation of the assets of the Trust as among Claimants suffering from different disease processes.

2.2 Claims Liquidation Procedures. The Trust shall take all reasonable steps to resolve Trust Claims as efficiently and expeditiously as possible at each stage of claims processing.

2.3 Pro Rata Payment of Trust Claims. After the liquidated value of a Trust Claim is determined pursuant to the procedures set forth herein, the Claimant shall ultimately receive a pro-rata share of that value based on the Trust Assets available for the payment of the Claimant’s Trust Claim.

SECTION III

Payment of Trust Claims

3.1 Initial Distribution. The Trustee may elect either to make an initial distribution on account of resolved Trust Claims, or to make a single distribution upon the liquidation of all Trust Claims payable pursuant to the terms hereof. If the Trustee elects to make an initial

distribution, the Trustee shall determine when sufficient Trust Claims have been resolved such that the Trust should make an initial distribution with respect to Trust Claims. Prior to any initial distribution, the Trustee shall set the amount of the reserves to be held by the Trust for Trust Claims that have not been resolved and for the projected expenses of the Trust. The Trust shall distribute the assets of the Trust (net of the reserves) to the Claimants that the Trust has determined have Trust Claims that are payable hereunder for which Rapid-American Corporation (“**Rapid**” or the “**Debtor**”) or the Trust has received properly executed releases.

3.2 Further Distributions. If the Trustee elects to make multiple distributions to Claimants, the Trustee shall from time to time determine when sufficient Trust Claims that were unresolved at the time of the last distribution have been resolved such that the Trust should make a further distribution with respect to Trust Claims or if further distribution is appropriate for other reasons. Prior to each distribution, the Trustee shall set the amount of the reserves to be held by the Trust for Trust Claims that have not been resolved and for the projected expenses of the Trust. The Trust shall distribute the assets of the Trust (net of the reserves) to the holders of Trust Claims that the Trust has determined are payable hereunder and with respect to which Rapid-American or the Trust has received properly executed releases.

SECTION IV

Resolution of Trust Claims.

4.1 Effect of Statutes of Limitation and Repose. All Trust Claims must meet either (i) for claims first filed in the tort system against Rapid-American prior to March 8, 2013 (the “**Petition Date**”), the applicable federal, state or foreign statute of limitation and repose that was in effect at the time of the filing of the claim in the tort system, or (ii) for claims not filed against Rapid-American in the tort system prior to the Petition Date, the applicable federal, state or

foreign statute of limitation that was in effect at the time of the filing with the Trust. However, the running of the relevant statute of limitation shall be tolled as of the earliest of: (A) the actual filing of the claim against Rapid-American prior to the Petition Date, whether in the tort system or by submission of the claim to Rapid-American pursuant to an administrative settlement agreement; (B) the tolling of the claim against Rapid-American prior to the Petition Date by an agreement or otherwise, provided such tolling was still in effect on the Petition Date; or (C) the Petition Date.

If a Trust Claim meets any of the tolling provisions described in the preceding sentence and the claim was not barred by the applicable federal, state or foreign statute of limitation at the time of the tolling event, it shall be treated as a timely filed Trust Claim if it was actually filed with the Trust before the date one year following the date the Trust makes available to Claimants a proof of claim form and instructions for filing a Trust Claim with the Trust (the “**Trust Filing Deadline**”).

4.2 Resolution Process. Within six (6) months after the establishment of the Trust, the Trustee shall adopt procedures for reviewing and liquidating Trust Claims pursuant to this TDP. Such procedures shall, except as otherwise provided herein, require that Claimants seeking resolution of Trust Claims must file a proof of claim, utilizing the claim form approved by the Trustee, together with the required supporting documentation, in accordance with the provisions of Sections 5.1 and 5.2 below. It is anticipated that the Trust shall provide an initial response to the Claimant within six months of receiving the proof of claim form.

The proof of claim form shall require the Claimant to assert his or her Trust Claim for the highest Disease Level for which the Trust Claim qualifies at the time of filing. Without regard to the Disease Level alleged on the proof of claim form, each Trust Claim shall be deemed to be a

Trust Claim for the highest Disease Level for which the Trust Claim qualifies at the time of filing, and all lower or equivalent Disease Levels for which the Trust Claim may also qualify at the time of filing or in the future shall be treated as subsumed into the deemed Disease Level for both processing and payment purposes.

If a Claimant does not submit the proof of claim form prior to the Trust Filing Deadline, the Claimant's claim shall not be payable hereunder.

The Trustee shall determine when a reasonable time has been provided for resolution of all Trust Claims submitted prior to the Trust Filing Deadline and at such time may ask the Bankruptcy Court to authorize a final distribution of Trust Assets and to disallow any unliquidated Trust Claims.

4.3 Trust Claims Review Process

4.3(a) Review Process.

4.3(a)(1) In General. The Trust's review process is designed to provide an expeditious, efficient and inexpensive method for liquidating all Trust Claims. Trust Claims that meet the Medical/Exposure Criteria for the relevant Disease Level shall be paid as provided in Sections 2 and 3 above. The Claimant's eligibility to receive payment from the Trust for his or her Trust Claim shall be determined solely by reference to the Medical/Exposure Criteria set forth below or under the procedures set forth below governing qualification and liquidation of Pre-Petition Settled Claims (as defined below).

Both the Trust and the Celotex Asbestos Settlement Trust (the "**Celotex Trust**") are responsible for personal injury claims arising from exposure to asbestos-containing products sold by The Philip Carey Manufacturing Company as that entity existed prior to June 1, 1967. For the avoidance of doubt, the payment of any such claims by the Celotex Trust ("**Paid**

Celotex/Rapid-American Claims”) shall not bar any Trust Claim based on the same exposure or conduct, and Paid Celotex/Rapid-American Claims shall be processed and paid by the Trust in the same manner as all other unliquidated Trust Claims, except that proof by a Claimant, the sufficiency of which shall be determined by the Trustee, in his or her sole discretion, that the Claimant holds a Paid Celotex/Rapid-American Claim may be sufficient to establish that the Trust Claim meets the Medical/Exposure Criteria herein for the applicable Disease Level.

4.3(a)(2) Claims Processing. All Claimants seeking liquidation of their Trust Claims shall file the Trust’s proof of claim form. On the claim form, the Claimant shall be able to assert a Trust Claim liquidated by a settlement agreement (a “**Pre-Petition Settled Claim**”) with Rapid-American that was fully-executed on or before March 8, 2013.

Notwithstanding any other provision hereof, if the holder of a Pre-Petition Settled Claim was acknowledged as a settled claim on Exhibits 1 – 5 of the Attachment to Schedule F (the “**Schedule F Exhibits**”) that were filed by Rapid-American with the Bankruptcy Court (an “**Acknowledged Pre-Petition Settled Claim**”), such claim shall require no processing other than verification of the Claimant’s identity and amount owed and confirmation of the delivery of a release. As soon after the Effective Date as possible, the Trustee shall contact the law firms representing such Claimants to verify the information on the Schedule F Exhibits and to request delivery of a release if a release has not yet been provided. Upon verification of the accuracy of the subject information and the provision of a release (if a release has not yet been provided), the Trustee shall classify the subject Acknowledged Pre-Petition Settled Claim as a payable Trust Claim, and the Claimant shall not be required to take any further action. The contingencies noted in the Schedule F Exhibits 1, 2 and 3 (the Exhibits covering the matrix settlements) have been satisfied as a result of the Rapid-American insurance settlements. With

respect to the contingencies noted in Schedule F Exhibit 5, the Trustee shall review the subject settlement agreements to determine if the contingences have been satisfied. All Acknowledged Pre-Petition Settled Claims that are classified by the Trustee as payable Trust Claims shall be paid pursuant to Sections 2 and 3 above.

For a Claimant asserting a Pre-Petition Settled Claim that is not an Acknowledged Pre-Petition Settled Claim, if such Claim is determined to qualify for payment, the Trust shall tender to the Claimant an offer of payment in accordance with Sections 2 and 3 above for the liquidated settlement value of the Pre-Petition Settled Claim, together with a form of release approved by the Trust. If the Claimant accepts the offer and returns the release properly executed, the Trust Claim shall be paid pursuant to Sections 2 and 3 above. A Claimant asserting a Pre-Petition Settled Claim, which is not an Acknowledged Pre-Petition Settled Claim, who is determined by the Trust not to have a qualifying Pre-Petition Settled Claim may still seek to qualify for payment according to the procedures set forth in this TDP for Trust Claims that are not Pre-Petition Settled Claims.

For any Trust Claim that is not a Pre-Petition Settled Claim, the Trust shall determine whether the Trust Claim meets the Medical/Exposure Criteria for one of the Disease Levels, and shall advise the Claimant of its determination. If a Disease Level is determined, the Trust shall tender to the Claimant an offer of payment in accordance with Sections 2 and 3 above, together with a form of release approved by the Trust. If the Claimant accepts the offer and returns the release properly executed, the Trust Claim shall be paid pursuant to Sections 2 and 3 above.

4.3(a)(3) Disease Levels, Scheduled Values and Medical/Exposure Criteria. The four Disease Levels covered by this TDP, together with the Medical/Exposure Criteria and the Scheduled Values for each are set forth below.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level IV)	\$3,000	(1) Diagnosis ² of mesothelioma; and (2) Rapid-American Exposure as defined in Section 4.4(b)(3).
Lung Cancer (Level III)	\$1,500	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease ³ , (2) six months Rapid-American Exposure, (3) Significant Occupational Exposure ⁴ to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

² The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of this TDP are set forth in Section 4.4 below.

³ 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 International Labour Office (“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 asbestos claims filed against the Debtor 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 medical requirements of Disease Levels I, II, and III. 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 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 4.5, 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. In addition, for all purposes of this TDP, if the diagnostic images being interpreted in such regard are digital images, then a written report of a Qualified Physician confirming that the images reviewed are with reasonable medical certainty equivalent to those that would qualify for the required ILO grade shall be acceptable as well.

⁴ The term “Significant Occupational Exposure” is defined in Section 4.4(b)(2) below.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Other Cancer (Level II)	\$800	(1) Diagnosis of a primary colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months Rapid-American Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.
Other Asbestos Disease (Level I)	\$400	(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, and (2) six months Rapid-American Exposure, and (3) five years cumulative occupational exposure to asbestos.

4.3(b) Timely Claim Review. As a general practice, the Trust shall review filed claims as promptly as practicable.

4.4 Evidentiary Requirements.

4.4(a) Medical Evidence.

4.4(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.⁵ 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 a diagnosis.

4.4(a)(1)(A) Disease Level I. Except for claims filed against the Debtor or any other defendant in the tort system prior to the Petition Date, all diagnoses of Other

⁵ All diagnoses of Other Asbestos Disease (Disease Level I) not based on pathology shall be presumed to be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level IV) shall be presumed to be based on findings that the disease involves a malignancy. However, the Trust may rebut such presumptions.

Asbestos Disease (Disease Level I) shall be based in the case of a Claimant who was living at the time the Trust Claim was filed, upon a physical examination of the Claimant by the physician providing the diagnosis of the asbestos-related disease. All living Claimants must also provide evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 3 above).

In the case of a Claimant who was deceased at the time the Trust Claim was filed, all diagnoses of Other Asbestos Disease (Disease Level I) shall be based upon either: (i) a physical examination of the Claimant by the physician providing the diagnosis of the asbestos-related disease; or (ii) pathological evidence of the non-malignant asbestos-related disease; or (iii) evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 3 above).

4.4(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) 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 the Joint Commission on Accreditation of Healthcare Organizations.

4.4(a)(1)(C) Exception to the Exception for Certain Pre-Petition Claims. If a Claimant with a Trust Claim arising from a claim that was filed against the Debtor or any other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician engaged by the Claimant or his or her law firm who conducted a physical examination of the Claimant as described in Section 4.4(a)(1)(A), or if the Claimant has filed such medical evidence and/or a diagnosis of the asbestos-related disease by a physician not engaged by the Claimant or his or her law firm who conducted a physical examination of the Claimant 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 Claimant shall provide such medical evidence to the Trust notwithstanding the exception in Section 4.4(a)(1)(A).

4.4(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 Trust Claim is credible and consistent with recognized medical standards. The Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to the Debtor to settle for payment similar disease cases prior to the Debtor's bankruptcy, or (iii) that is 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 rebut the presumption. In addition, Claimants who otherwise meet the requirements of this TDP for payment of a Trust Claim shall be paid regardless 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, other than any findings of fact, a verdict, or a judgment, involving another defendant may be used by either the Claimant or the Trust in the processing of the Trust Claims under this TDP. The Trustee may review the governing documents of another asbestos trust and, with the consent of the TAC, determine to

accept the disease level classifications as found by such other asbestos trust in lieu of the medical evidence claimants are required to submit under this TDP.

4.4(b) Exposure Evidence.

4.4(b)(1) In General. As set forth in Section 4.3(a)(3) above, to qualify for any Disease Level, the Claimant must demonstrate a minimum exposure to asbestos-containing products, or to conduct that exposed the Claimant to an asbestos-containing product, for which Rapid-American has liability. Any claim based on conspiracy theories that involve no exposure to an asbestos-containing product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by Rapid-American is not compensable under this TDP. To meet the exposure requirements set forth in Section 4.3(a)(3) above, the Claimant must show (i) for all Disease Levels, Rapid-American Exposure as defined in Section 4.4(b)(3) below; (ii) for Other Asbestos Disease (Disease Level I), six (6) months of Rapid-American Exposure, plus five (5) years cumulative occupational asbestos exposure; and (iii) for Other Cancer (Disease Level II), or Lung Cancer (Disease Level III), six (6) months Rapid-American Exposure, plus Significant Occupational Exposure to asbestos.

4.4(b)(2) Significant Occupational Exposure. “**Significant Occupational Exposure**” means employment for a cumulative period of at least five (5) years in industries and occupations in which the Claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the Claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the Claimant was exposed on a regular basis to asbestos fibers; or (d) was employed in industries and occupations such that the Claimant worked

on a regular basis in close proximity to workers engaged in the activities described in (a), (b) and/or (c).

4.4(b)(3) Rapid-American Exposure. The Claimant must demonstrate meaningful and credible exposure, which occurred prior to June 1, 1967, (a) to an asbestos-containing product manufactured, sold, supplied, produced, distributed, released, advertised or marketed by Rapid-American or for which Rapid-American otherwise has legal responsibility, or (b) to conduct for which Rapid-America has legal responsibility that exposed the Claimant to an asbestos-containing product (“**Rapid-American Exposure**”). That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the Claimant, by an affidavit or sworn statement of a co-worker or the affidavit or sworn statement of a family member in the case of a deceased Claimant (providing the Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, or by other credible evidence. The specific exposure information required by the Trust to process a Trust Claim shall be set forth on the proof of claim form to be used by the Trust. The Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary.

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

4.5 Right to Arbitration. After a Claimant has completed the Trust Claims review process set forth in Section 4.3 of this TDP, that Claimant may elect binding arbitration of a dispute regarding the Claimant's right to recover from the Trust, with such arbitration governed by the arbitration procedures of the American Arbitration Association, provided, however, that in any arbitration, the arbitrator shall consider the same medical and exposure evidentiary requirements set forth in Sections 4.3 and 4.4 of this TDP, and a claim determined by the arbitrator to qualify for payment will be valued and paid pursuant to section 4.3(a)(3) of this TDP.

SECTION V

Claims Materials

5.1 Claims Materials. The Trust shall prepare suitable and efficient claims materials ("**Claims Materials**") for all Trust Claims, and shall provide such Claims Materials upon a written request for such materials to the Trust. The Claims Material shall require TAC consent. The proof of claim form to be submitted to the Trust shall require the Claimant to assert the highest Disease Level for which the Trust 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, as if the completed proof of claim form were a filing subject to that rule.

5.2 Content of Claims Materials. The Claims Materials shall include a copy of this TDP, such instructions as the Trustee and the TAC shall approve, and a detailed proof of claim form.

5.3 Withdrawal of Claims. Except for Trust Claims held by representatives of deceased or incompetent individuals for which court or probate approval of the Trust's offer is required, a Trust Claim shall be deemed to have been withdrawn if the Claimant does not accept the Trust's written offer of payment within six (6) months of the Claimant's receipt of the written offer.

5.4 Confidentiality of Claimants' Submissions. All submissions to the Trust by a Claimant, including the proof of claim form and materials related thereto, shall be treated as made in the course of settlement discussions between the Claimant and the 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 Trust will preserve the confidentiality of such Claimant submissions, and shall disclose the contents thereof only, with the permission of the Claimant, to a 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 Claimant, or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a Delaware State Court or the United States District Court for the District of Delaware. Furthermore, the Trust shall provide counsel for the Claimant of the applicable Trust Claim a copy of any such subpoena upon being served. The Trust shall, on its own initiative, or upon request of the Claimant in question, take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court, a Delaware State Court or the United States District Court for the District of Delaware and before those courts having appellate jurisdiction related thereto. Notwithstanding anything in the foregoing to the contrary, the Trust may, in specific limited circumstances, and subject to the TAC's consent, disclose information, documents or other materials reasonably necessary in the Trust's judgment

to preserve, litigate, resolve or settle coverage, or to comply with an applicable obligation under an Insurance Settlement Agreement; provided, however, that the 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 Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the Trust shall be used solely by the receiving party for the purpose stated in the agreement, (b) requires that the materials provided will be returned to the Trust upon request, and (c) prohibits any other use or further dissemination of the information, documents and materials by the third party. Nothing in this TDP, the Plan or the Trust Agreement expands, limits or impairs the obligation under applicable law of a Claimant to respond fully to lawful discovery in an underlying civil action regarding his or her submission of factual information to the Trust for the purpose of obtaining compensation for asbestos-related injuries from the Trust.

SECTION VI

General Guidelines for Liquidating and Paying Claims

6.1 Showing Required. To establish a valid Trust Claim, a Claimant must meet the requirements set forth in this TDP.

6.2 Costs Considered. Notwithstanding any provisions of this TDP to the contrary, the Trustee shall always give appropriate consideration to the cost of investigating and uncovering invalid Trust Claims so that the payment of valid Trust Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting a Trust Claim. The Trustee shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Trust so that valid Trust Claims are not

unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any Trust Claim against the Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable.

6.3 Releases. As a condition to making any payment to a Claimant, the Trust shall obtain a release pursuant to the provisions of Section 9.4 of the Plan; provided, however that in the case of Acknowledged Pre-Petition Settled Claims for which Rapid-American previously received releases, no new releases will be required. The Trustee shall develop the form of release with the consent of the TAC and may modify the provisions of the form of release so long as he or she first obtains the consent of the TAC and provided that the terms of the release continue to comply with the requirements set forth in Section 9.4 of the Plan.

6.4 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.

SECTION VII

Miscellaneous

7.1 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 the Trust first obtains the approval of the TAC.

7.2 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 Rapid-American's obligations under any Insurance Settlement Agreement, the Trust 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 Rapid-American to said insurance company; provided, however, such amendment is consistent with the terms of Section 7.1 hereof.

7.3 Governing Law. This TDP shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without regard to any choice of law rules.