

Confidentiality Agreement

The North American Refractories Company Asbestos Personal Injury Settlement Trust (the "*Trust*"), Honeywell International Inc. ("*Honeywell*") and McDermott, Will & Emery ("*McDermott*") hereby enter into the following interim confidentiality agreement ("*Agreement*"). The Trust, Honeywell, and McDermott may each be referred to herein as a "*Party*" or, collectively, as the "*Parties*."

1. Honeywell, McDermott, and the Trust agree that, except for obligations under the Medicare, Medicaid, and SCHIP Extension Act of 2007, and related state or federal laws, rules or regulations (collectively, the "*Medicare Obligations*"), or the exceptions set forth below, Honeywell and McDermott will treat any and all information received by Honeywell and/or McDermott from the Trust, or any agent thereof (including the NARCO Asbestos TAC and NARCO Asbestos Future Claimants Representatives, as those terms are defined in the First Amended North American Refractories Asbestos Personal Injury Settlement Trust Agreement (the "*Trust Agreement*")), whether provided to Honeywell and/or McDermott by the Trust before or after the date hereof (the "*Information*"), as confidential. Honeywell, McDermott, and the Trust further agree that Honeywell and/or McDermott will use the Information only for the purposes expressly identified in the Trust Agreement or NARCO Asbestos TDP, except as expressly set forth below.

2. For purposes of clarity, "Information" shall include, without limitation, any and all Information provided to Honeywell and/or McDermott by the Trust (a) in funding requests under Section 2.3 of the Trust Agreement, (b) for review under Section 4.2 of the First Amended North American Refractories Company Asbestos Personal Injury Settlement Trust Distribution Procedures (the "*NARCO Asbestos TDP*"), or (c) for audits under Section 4.8 of the NARCO Asbestos TDP. Information shall not include, and expressly excludes, information that: (i) is or becomes public without breach of the terms of this Agreement by Honeywell and/or McDermott; (ii) was in Honeywell's or McDermott's possession or was known to Honeywell or McDermott, without confidentiality obligations, prior to its receipt from the Trust, as demonstrated by Honeywell's or McDermott's files and records in existence prior to the Effective Date of this Agreement; (iii) is disclosed to Honeywell or McDermott by a source (such source being other than the Trust) already in legitimate possession of said Information; provided that, to Honeywell's and/or McDermott's knowledge, such disclosure does not violate any confidentiality obligations such source may have; (iv) is developed independently by Honeywell or McDermott without the use of any Information, as demonstrated through Honeywell's or McDermott's files and records; or (v) is disclosed specifically for unrestricted release with the written approval of the Trust.

3. Except for Medicare Obligations and except as expressly allowed under this Agreement, without the prior written consent of the Trust, Honeywell and McDermott shall not disclose Information to any Person (as defined below) who is not an employee, expert representative, consultant, or professional engaged by Honeywell and/or McDermott for purposes expressly identified in the Trust Agreement or NARCO Asbestos TDP.

4. Subject to the requirements and limitations provided in Section 5 below, Honeywell and/or McDermott may provide Information to:

(a) Honeywell's own insurance carriers (and such insurance carriers' respective agents or representatives) solely for purposes of conducting audits under such insurance carrier's policy or policies with Honeywell and/or existing settlement agreements with Honeywell (the "*insurance carve-out*"); and

(b) Third-party vendors, solely for purposes of allowing Honeywell to compare the submissions made by NARCO claimants with the submissions made by the same claimants in other proceedings (the "*vendor carve-out*"). Without waiving any Party's rights to seek from a court broader or narrower rights, the Parties agree that the "vendor carve-out" will be limited to the extent that Honeywell and/or McDermott will provide third-party vendors with only (i) each claimant's name, (ii) each claimant's date of birth, (iii) the last four digits of each claimant's social security number, and (iv) if applicable, each claimant's law firm(s). In the event that Honeywell and/or McDermott wish to provide a third-party vendor with additional Information beyond these four categories, Honeywell or McDermott shall request, in writing, the Trust's prior written consent. The Trust shall have ten (10) days after the date any such written request is received by the Trust to respond to Honeywell's or McDermott's request. If the Parties are unable to reach an agreement, Honeywell and/or the Trust may seek a resolution via the dispute resolution procedures set forth in Section 8.14 of the Trust Agreement.

5. Before Information is disclosed by Honeywell and/or McDermott under the "insurance carve-out" or the "vendor carve-out" provided in Section 4 of this Agreement, the following conditions shall first be satisfied:

(a) With respect to the disclosure of Information under the "insurance carve-out" provided under Section 4(a), (i) the insurance carrier to whom the Information is to be disclosed shall sign Exhibit A hereto and (ii) Honeywell or McDermott shall provide the Trust with a copy of such signed Exhibit A.

(b) With respect to the disclosure of Information under the "vendor carve-out" provided under Section 4(b), (i) the third-party vendor to whom the Information is to be disclosed shall complete and sign Exhibit B hereto and (ii) Honeywell or McDermott shall provide the Trust with a copy of such signed Exhibit B.

6. Each of Honeywell and McDermott further agrees to instruct, in writing, its employees, expert representatives, consultants, and professionals who receive the Information of the nondisclosure obligations contained in this Agreement, and to instruct its employees, expert representatives, consultants, and professionals to use the Information only for the purposes specified in the Trust Agreement or NARCO Asbestos TDP, and to comply with the confidentiality requirements of this Agreement.

7. Notwithstanding anything to the contrary provided in this Agreement, as to each claimant:

(a) In the event such claimant commences or has commenced asbestos litigation naming Honeywell, the Bendix Corporation, and/or Friction Materials, LLC as a defendant, Honeywell may use such claimant's Claimant Information (as defined below in Section 7(e)) in conjunction with such pending asbestos litigation, subject to any

confidentiality order, stipulation or agreement that is in place in such litigation as if produced by such claimant in the litigation.

(b) In the event such claimant commences or has commenced asbestos litigation that names an affiliate of Honeywell as a defendant (each, a "*Honeywell Affiliate*" and, collectively, the "*Honeywell Affiliates*"), Honeywell may disclose such claimant's Claimant Information to such Honeywell Affiliate solely for purposes of the applicable Honeywell Affiliate's using such Claimant Information in conjunction with such pending asbestos litigation, subject to any confidentiality order, stipulation or agreement that is in place in that litigation as if produced by claimant in that litigation.

(c) Before Claimant Information is disclosed to a Honeywell Affiliate under Section 7(b), as applicable, (i) the receiving party shall complete and sign Exhibit C hereto and (ii) Honeywell or McDermott shall provide the Trust with a copy of such signed Exhibit C.

(d) Honeywell represents and warrants to the Trust that (i) Honeywell was formerly known as Allied Signal, as successor-in-interest to Allied Corporation, as successor-in-interest to The Bendix Corporation; (ii) Honeywell is successor-in-interest to Friction Materials, LLC's asbestos liabilities; and (iii) each Honeywell Affiliate identified in Section 7(b) is or was either a wholly owned subsidiary or division of Honeywell or that Honeywell was a successor-in-interest. Honeywell shall indemnify and hold the Trust harmless from and against any and all losses, damages, costs (including reasonable attorneys' fees), penalties, fines, awards, judgments and other expenses incurred by the Trust arising out of or related to any breach by Honeywell of the representation and warranty contained herein.

(e) For purposes of this Section 7, "*Claimant Information*" means, as to each claimant, solely that portion of the Information that was actually submitted by or on behalf of such claimant to the Trust for purposes of the Trust's processing such claimant's claim.

8. Except for Medicare Obligations and as provided in the preceding paragraphs, Honeywell and McDermott agree not to disclose, and to use their best efforts to prevent disclosure, to any Person of the Information, except as may be required by law, regulation, or judicial or administrative process; provided, however, that Honeywell and/or McDermott shall, prior to any disclosure, provide (i) the Trust, (ii) the applicable claimant, in the case of Claimant Information, and (iii) if known, the claimant's attorney, with prompt, written notice of the request(s) or requirement(s) and, if permitted by the request or requirement for disclosure, the documents requested or required thereby so that the Trust and/or the claimant may seek an appropriate protective order and/or waive Honeywell and/or McDermott compliance with the provisions of this Agreement. For purposes of this Agreement, the term "*Person*" shall be interpreted broadly to include, without limitation, any corporation, company, partnership, proprietorship, unincorporated association, or individual.

9. Any failure or delay by the Trust to exercise any right, power or privilege under this Agreement shall not constitute any waiver thereof; or preclude the future exercise of the same or of any other or further right, power or privilege under this Agreement or otherwise.

10. Notwithstanding anything to the contrary herein, nothing herein waives rights any party has under the Narco Asbestos TDP or Trust Agreement to seek greater or more limited confidentiality or use restrictions pursuant to its rights thereunder, all such rights being expressly preserved and in no way affected or diminished by this Agreement.

11. This Agreement shall not be assignable by Honeywell, McDermott, or the Trust without the express written consent of the other Parties.

12. This Agreement shall be governed by and construed under the laws of the state of Delaware, without regard to such jurisdiction's rules governing conflicts of law.

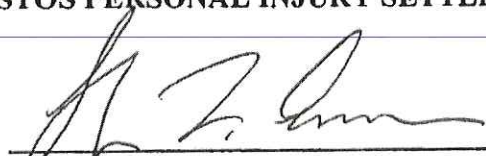
13. This Agreement shall terminate upon the subsequent agreement of Honeywell, McDermott, and the Trust or upon a binding determination pursuant to Section 8.14 of the Trust Agreement as to the Parties' respective confidentiality obligations related to the Information.

14. This Agreement shall be effective as of November 13, 2014, but the confidentiality obligations shall apply to any and all Information disclosed to Honeywell and/or McDermott by the Trust, whether before or after such date.

[Signature Page to Follow]

**NORTH AMERICAN REFRACTORIES COMPANY
ASBESTOS PERSONAL INJURY SETTLEMENT TRUST**

By:



Sander L. Esserman, Trust counsel
Stutzman, Bromberg, Esserman & Plifka, P.C.
2323 Bryan Street, Suite 2200
Dallas, Texas 75201
esserman@sbep-law.com

Date:

11/13/14

HONEYWELL INTERNATIONAL INC.

By:



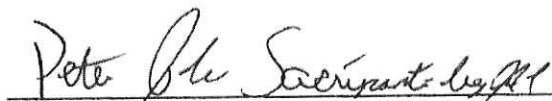
Peter John Sacripanti, Honeywell counsel
McDermott Will & Emery
340 Madison Avenue
New York, NY 10173-1922
psacripanti@mwe.com

Date:

11/20/14

MCDERMOTT, WILL & EMERY LLP

By:



Peter John Sacripanti, for the firm
McDermott Will & Emery
340 Madison Avenue
New York, NY 10173-1922
psacripanti@mwe.com

Date:

11/20/14

EXHIBIT A
INSURER CONFIDENTIALITY AGREEMENT

_____ (Name of Insurer) (the "**Receiving Party**") represents that it is or was an insurer of

Honeywell International Inc. ("**Honeywell**"). The Receiving Party further represents and acknowledges that it has (i) received a copy of that certain Confidentiality Agreement (the "**Agreement**"), dated November 13, 2014, by and among The North American Refractories Company Asbestos Personal Injury Settlement Trust ("**Trust**"), Honeywell International Inc. ("**Honeywell**") and McDermott, Will & Emery ("**McDermott**") and (ii) carefully read and understands the provisions of the Agreement.

The Receiving Party hereby agrees as follows:

(a) The Receiving Party shall hold in confidence any Information (as defined in Section 2 of the Agreement) received by the Receiving Party from the Trust, Honeywell, and/or McDermott and shall not disclose the Information to any Person (as defined in Section 8 of the Agreement) who is not an employee, agent, or representative of the Receiving Party whose duties include the performance of actions permitted in paragraph (b) below. The Receiving Party shall instruct its employees, agents, or representatives who receive the Information of the permitted use and nondisclosure obligations contained in this Exhibit A and instruct such employees, agents, or representatives to comply with the use and confidentiality requirements hereof.

(b) The Receiving Party shall use the Information solely for purposes of conducting audits under the Receiving Party's insurance policy (or policies) and/or existing settlement agreements with Honeywell.

(c) The Trust is a third-party beneficiary to this Exhibit A Confidentiality Agreement with standing and authority to enforce the confidentiality provisions herein and seek any and all relief under applicable law, including, but not limited to, the right to seek and obtain injunctive relief. This Exhibit A Confidentiality Agreement shall be governed by and construed under the laws of the state of Delaware, without regard to such jurisdiction's rules governing conflicts of law.

(Receiving Party Name)

By: _____

Date: _____

EXHIBIT B
VENDOR CONFIDENTIALITY AGREEMENT

_____ (the "*Receiving Party*") states that Honeywell's relationship
(Name of Entity)

with the Receiving Party is:

The Receiving Party represents and acknowledges that it has (i) received a copy of that certain Confidentiality Agreement (the "*Agreement*"), dated November 13, 2014, by and among The North American Refractories Company Asbestos Personal Injury Settlement Trust ("*Trust*"), Honeywell International Inc. ("*Honeywell*") and McDermott, Will & Emery ("*McDermott*") and (ii) carefully read and understands the provisions of the Agreement.

The Receiving Party hereby agrees as follows:

(a) The Receiving Party shall hold in confidence any Information (as defined in Section 2 of the Agreement) received by the Receiving Party from the Trust, Honeywell, and/or McDermott and shall not disclose the Information to any Person (as defined in Section 8 of the Agreement) who is not an employee of the Receiving Party whose duties include the performance of actions permitted in paragraph (b) below. The Receiving Party shall instruct its employees who receive the Information of the permitted use and nondisclosure obligations contained in this Exhibit B and instruct such employees to comply with the use and confidentiality requirements hereof.

(b) The Receiving Party shall use the Information solely for the purposes set forth in Section 4(b) of the Agreement.

(c) The Receiving Party represents and warrants that it currently has, and hereby covenants to maintain, insurance coverage, which coverage shall (i) have a coverage amount of not less than \$10,000,000, (ii) have a deductible amount of no more than \$50,000, (iii) insure against errors and omissions with respect to the handling of the Information, (iv) insure against losses, damages, remedies, fines, penalties, and costs caused by or arising from a computer crime, data theft, identity theft, or any other act that compromises the security, integrity, or privacy of a claimant's Information, (v) shall name the Trust as an additional insured under the policy, and (vi) shall provide that the coverage may not be modified, renewed or cancelled by the applicable vendor or its insurer without first providing the Trust with 30 days' prior written notice of such modification, renewal or cancellation. The Receiving Party further agrees to provide the Trust with a certificate of insurance with respect to the insurance policy required under this paragraph (c) within 5 days after the Trust provides the Receiving Party with a written request therefor

(d) The Trust is a third-party beneficiary to this Exhibit B Confidentiality Agreement with standing and authority to enforce the confidentiality provisions herein and seek any and all relief under applicable law, including, but not limited to, the right to seek and obtain injunctive relief. This Exhibit B Confidentiality Agreement shall be governed by and construed under the laws of the state of Delaware, without regard to such jurisdiction's rules governing conflicts of law.

(Receiving Party Name)

By: _____

Date: _____

EXHIBIT C
AFFILIATE/SUCCESSOR CONFIDENTIALITY AGREEMENT

_____ (the "*Receiving Party*") states that Honeywell's relationship
(Name of Entity)

with the Receiving Party is:

The Receiving Party represents and acknowledges that it has (i) received a copy of that certain Confidentiality Agreement (the "*Agreement*"), dated November 13, 2014, by and among The North American Refractories Company Asbestos Personal Injury Settlement Trust ("*Trust*"), Honeywell International Inc. ("*Honeywell*") and McDermott, Will & Emery ("*McDermott*") and (ii) carefully read and understands the provisions of the Agreement.

The Receiving Party hereby agrees as follows:

- (a) The Receiving Party shall hold in confidence any Claimant Information (as defined in Section 2 and Section 7(c) of the Agreement) received by the Receiving Party from the Trust, Honeywell, and/or McDermott; and
- (b) The Receiving Party shall use the Claimant Information solely for those purposes expressly provided in Section 7(b) of the Agreement, as applicable.
- (c) The Trust is a third-party beneficiary to this Exhibit C Confidentiality Agreement with standing and authority to enforce the confidentiality provisions herein and seek any and all relief under applicable law, including, but not limited to, the right to seek and obtain injunctive relief. This Exhibit C Confidentiality Agreement shall be governed by and construed under the laws of the state of Delaware, without regard to such jurisdiction's rules governing conflicts of law.

[Signature Page to Follow]

(Receiving Party Name)

By: _____

Date: _____