

As of January 31, 2011

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST

CLAIMS RESOLUTION PROCEDURES

(As Modified Through the Fourth Amendment)

Table of Contents

	Page
SECTION I. PURPOSE AND OBJECTIVES	1
1.1 CRP Purpose.....	1
1.2 Interpretation	1
1.3 Defined Terms	1
SECTION II. OVERVIEW	16
2.1 Trust Purpose and Goals.....	16
2.2 Claims Resolution Process	16
(a) Liquidated Trust Claims	16
(b) Unliquidated Trust Claims	17
2.3 The Payment Percentage	18
2.4 The Maximum Annual Payment.....	19
2.5 Authority to Adopt a Claims Payment Ratio.....	20
SECTION III. CRP ADMINISTRATION	21
3.1 Trust Advisory Committee and Futures Representative.....	21
3.2 Consent Procedures	22
SECTION IV. PAYMENT PERCENTAGE; PERIODIC ESTIMATES	22
4.1 Uncertainty of Shook & Fletcher’s Personal Injury Asbestos Liabilities	22
4.2 Computation of Payment Percentage	22
4.3 Applicability of the Payment Percentage	23
SECTION V. RESOLUTION OF TRUST CLAIMS	24
5.1 Liquidated Trust Claims	24
(a) Processing Liquidated Trust Claims.....	24
(1) Liquidated Trust Claims Qualified for Payment	24
(2) All Other Liquidated Trust Claims.....	25
(b) Payment of Liquidated Trust Claims.....	25
(c) Marshalling of Security	26
5.2 Unliquidated Trust Claims	26
(a) Establishment of the FIFO Processing Queue.....	26
(b) Effect of Statutes of Limitations and Repose	27
(c) Liquidation of CRP Valued Asbestos Claims Generally	28
(d) Expedited Review.....	28
(e) Disease Categories, Medical/Exposure Criteria, Matrix Values, and Locations of Exposure	30
(1) Compensable Disease Matrix	30
(2) Medical/Exposure Criteria.....	31
(A) Mesothelioma	31
(B) Lung Cancer	31
(C) Other Cancer	32
(D) Non-Malignant Asbestos-Related Disease	32
(f) Individual Review	33
(g) Payment of CRP Valued Asbestos Claims.....	36
5.3 Categorizing Claims as Extraordinary and/or Exigent Hardship Claims.....	37

Table of Contents
(continued)

	Page
(a) Extraordinary Claims.....	37
(b) Exigent Hardship Claims.....	38
5.4 Derivative Claims	39
5.5 Indirect Trust Claims	39
5.6 Evidentiary Requirements	40
(a) Medical Evidence	41
(1) In General	41
(2) Credibility of Medical Evidence.....	41
(b) Exposure Evidence	42
(1) In General	42
(2) Shook & Fletcher Exposure.....	42
(3) Location of Exposure.....	43
5.7 Claims Audit Program	43
5.8 Second Disease (Malignancy) Claims.....	44
5.9 Alternative Dispute Resolution	44
(a) In General	44
(b) Arbitration Procedures.....	45
5.10 Litigation	45
SECTION VI. CLAIMS MATERIALS	46
6.1 Claims Materials.....	46
6.2 Content of Claims Materials.....	46
6.3 Withdrawal of Claims.....	47
6.4 Denial of a Claim for Lack of information/Documentation.....	47
6.5 Filing Requirements and Fees	48
SECTION VII. GENERAL GUIDELINES FOR LIQUIDATING AND PAYING CLAIMS	49
7.1 Showing Required	49
7.2 Costs Considered	50
7.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity.....	50
7.4 Punitive Damages	51
7.5 Interest	51
7.6 Suits in the Tort System	52
7.7 Payment of Judgments for Money Damages.....	52
7.8 Releases	53
7.9 Third-Party Services	53
SECTION VIII. MISCELLANEOUS	54
8.1 Amendments.....	54
8.2 Severability.....	54
8.3 Governing Law	54

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST

CLAIMS RESOLUTION PROCEDURES

The Shook & Fletcher Insulation Co. Claims Resolution Procedures (“CRP”) contained herein provide for (i) processing, liquidating and deeming Allowed or not Allowed all CRP Valued Asbestos Claims as provided in and required by the Plan and the Trust Agreement; and (ii) resolving and paying all Asbestos-Related Unsecured Claims pursuant to the terms of the Plan. All capitalized terms used herein are defined in Section 1.3 below.

The Plan and Trust Agreement establish the Trust. The Trustee of the Trust shall implement and administer this CRP in accordance with the Trust Agreement.

SECTION I.

Purpose and Objectives

1.1 CRP Purpose. This CRP 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 CRP shall be deemed to create a substantive right for any Trust Claimant.

1.3 Defined Terms.

“**ADR Procedures**” shall have the meaning set forth in Section 5.9(a).

“**Affiliate**” shall have the meaning ascribed to such term in Section 101(2) of the Bankruptcy Code.

“**Allowed**” shall mean, with respect to an Asbestos Claim, that such Asbestos Claim (i) has been allowed by a Final Order, (ii) is expressly allowed in the Plan, (iii) is a CRP Valued Asbestos Claim, that is liquidated and allowed pursuant to this CRP, or, if applicable, pursuant to a Final Order of the Bankruptcy Court (but only to the extent so allowed), (iv) constitutes an

Asbestos-Related Secured Claim or a Present Asbestos Unsecured Claim or an SBNP Asbestos Unsecured Claim or an Other SBNP Claim, (v) constitutes a CRP Valued Asbestos Claim, upon the final determination of the liquidated value therefor pursuant to this CRP, or (vi) is Allowed pursuant to the Plan.

“**Allowed Trust Claims**” shall mean all Allowed Asbestos-Related Unsecured Claims to be resolved and paid pursuant to this CRP.

“**Allowed Trust Claimants**” shall mean all holders of Allowed Trust Claims.

“**Asbestos Claimant**” shall mean the holder of an Asbestos Claim.

“**Asbestos Claims**” shall mean (a) any claim, demand or lawsuit (including, but not limited to, any Claim or Demand) against the Debtor, its predecessors, successors, subsidiaries or Affiliates, or their respective present or former officers, directors or employees, whenever and wherever arising or asserted or which could have been brought against them or any of them, and (b) any debt, obligation or liability (whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, bonded, secured, or unsecured) of the Debtor, its predecessors, successors, subsidiaries or Affiliates, or their respective present or former officers, directors or employees (including, but not limited to, all thereof in the nature of or sounding in tort, contract, warranty, bad faith, competition law, unfair or deceptive practices law, conspiracy, statute or any other body, theory or principle of law, equity or admiralty whatsoever) whenever and wherever arising or asserted; in either case (a) or (b) for, relating to, or arising by reason of, directly or indirectly, physical, emotional, bodily or other personal injury, sickness, disease, death or damages (including, but not limited to, any claim or demand for compensatory damages, loss of consortium, proximate, consequential, general, special or punitive damages, reimbursement, indemnity, warranty, contribution or

subrogation) whether or not diagnosable or manifested before the Confirmation Date or the close of the Chapter 11 Case, (x) caused or allegedly caused, in whole or in part, directly or indirectly (i) by asbestos or asbestos-containing products, including asbestos or asbestos containing products distributed, sold, installed, stored, transported, removed or otherwise handled by Shook & Fletcher or (ii) by services, actions, or operations, including services, actions or operations provided, completed or taken by Shook & Fletcher in connection with asbestos or asbestos-containing products, or (y) caused or allegedly caused by asbestos or asbestos-containing products, services, actions or operations for which Shook & Fletcher may be otherwise liable under any applicable law including, but not limited to, conduct in the management, negotiation, litigation, settlement or disposition of any such Claim, Demand, debt, obligation or liability; in any case, whether or not arising or allegedly arising, directly or indirectly, from acts or omissions of the Debtor, its predecessors, subsidiaries or Affiliates, or its present or former officers, directors or employees, or any other Person for or with which the Debtor or its successors are or may be liable, including asbestos-related claims including, but not limited to, Indirect Asbestos Claims and Asbestos Expenses.

“**Asbestos Claims Settlement Agreement**” shall mean the Claimants Agreement and SBNP Settlement Agreement.

“**Asbestos Expenses**” shall mean means all costs, taxes and expenses of or imposed on the Trust attributable or allocable to Asbestos Claims, including, but not limited to compensation to the Trustee(s), the Futures Representative, the TAC and their respective professionals, legal, accounting and other professional fees and expenses, overhead disbursements, and expenses relating to the implementation of this CRP, but excluding payments to holders of Asbestos Claims that do not constitute Asbestos Expenses and reimbursements of such payments.

“**Asbestos In-Place Insurance Coverage**” shall mean any insurance coverage available for the payment or reimbursement of liability or defense costs arising from or related to Asbestos Claims or Trust Expenses under any Asbestos Insurance Policy or any Asbestos Insurance Settlement Agreement.

“**Asbestos Insurance Action**” shall mean means any claim, cause of action, or right of Shook & Fletcher or Reorganized Shook & Fletcher under, arising from or with respect to any Asbestos Insurance Policy or Asbestos Insurance Settlement Agreement, including but not limited to any claim, cause of action or right arising from or related to (a) any Asbestos Insurance Company’s failure to provide or pay under any Asbestos In-Place Insurance Coverage, Asbestos Insurance Policy or Asbestos Insurance Settlement Agreement; (b) the interpretation or enforcement of any Asbestos Insurance Policy with respect to any Asbestos Claim; (c) the interpretation or enforcement of an Asbestos Insurance Settlement Agreement or (d) any other right, dispute or claim against an Asbestos Insurance Company.

“**Asbestos Insurance Collateral**” shall mean the Collateral (as defined in the Security Agreement) in which Shook & Fletcher has assigned and granted a security interest to the Pre-Petition Trustee pursuant to the Security Agreement.

“**Asbestos Insurance Company**” shall mean any insurance company, insurance broker, guaranty association or any other Entity with actual or potential obligation or liability to the Debtor, the Pre-Petition Trust or the Trust under an Asbestos insurance Policy or under any settlement agreement with respect thereto.

“**Asbestos Insurance Policy**” shall mean any insurance policy issued for a policy period at any time before the Effective Date which names the Debtor (or any predecessor, subsidiary, or past or present Affiliate of the Debtor) as an insured, or which otherwise provides or may

provide the Debtor with insurance coverage, and which provides or may provide insurance coverage for or with respect to any Asbestos Claim (including without limitation the policies included in the Asbestos Insurance Collateral); *provided, however*, that Asbestos Insurance Policy does not include any insurance policy if, and then only to the extent that, such policy applies to a period on or after the Effective Date.

“**Asbestos Insurance Settlement Agreement**” shall mean (i) the Hartford Agreement and (ii) any other settlement agreement with a Settling Asbestos Insurance Company relating to or with respect to any Asbestos Claim, which agreement is sufficiently comprehensive in the determination of the Debtor to warrant protection for the Settling Asbestos Insurance Company under Section 524(g) of the Bankruptcy Code.

“**Asbestos-Related Secured Claims**” shall mean those certain claims against the Pre-Petition Trust which are secured, as provided in the Pre-Petition Trust Agreement, the Security Agreement and the Plan.

“**Asbestos-Related Unsecured Claim**” shall mean any Asbestos Claim other than the Asbestos-Related Secured Claims and specifically includes, without limitation, Asbestos Claims arising prior to the Effective Date, the future Asbestos Claims of Asbestos Claimants that are presently unknown, Present Asbestos Unsecured Claims, SBNP Asbestos Unsecured Claims, and Other SBNP Claims.

“**Bankruptcy Administrator**” shall mean the Bankruptcy Administrator for the Bankruptcy Court.

“**Bankruptcy Code**” shall mean Title 11 of the United States Code, 11 U.S.C. § 101; et seq. as amended from time to time, as applicable to the Chapter 11 Case.

“**Bankruptcy Court**” shall mean the United States Bankruptcy Court for the Northern District of Alabama having jurisdiction over the Chapter 11 Case or the District Court exercising bankruptcy jurisdiction.

“**Bankruptcy Estate**” shall mean the estate of the Debtor created in the Chapter 11 Case pursuant to Section 541 of the Bankruptcy Code.

“**Bankruptcy Rules**” shall mean the Federal Rules of Bankruptcy Procedure, as amended from time to time, promulgated by the United States Supreme Court under Section 2075 of Title 28 of the United States Code, and any applicable local rules of the Bankruptcy Court.

“**Category A Trust Claims**” shall mean Trust Claims that involve asbestos-related malignant diseases, which include and are limited to mesothelioma, lung cancer and other cancers.

“**Category B Trust Claims**” shall mean Trust Claims that involve asbestos-related nonmalignant diseases.

“**Causes of Action**” shall mean, without limitation, any and all rights, remedies, claims, causes of action, liabilities, obligations, suits, debts, sums of money, damages, judgments, and demands whatsoever, whether known or unknown, in law, equity, or otherwise which may be brought by or on behalf of the Debtor and/or the Bankruptcy Estate arising under any provision of the Bankruptcy Code or other applicable law.

“**CCR**” shall mean The Center for Claims Resolution.

“**Chapter 11 Case**” shall mean the Debtor’s case under Chapter 11 of the Bankruptcy Code administered in the Bankruptcy Court.

“**Claim**” shall mean a claim against a Person or its property as defined in Section 101(5) of the Bankruptcy Code, including without limitation, (a) any right to payment, whether or not

such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (b) any right to an equitable remedy or breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and which further shall include, but not be limited to, Asbestos Claims and interests (other than the equity interests in Debtor or Reorganized Shook & Fletcher).

“**Claimants Agreement**” shall mean that certain Settlement Agreement between Shook & Fletcher and Various Asbestos Claimants (as defined in the Claimants Agreement) entered into by and through their counsel and/or agent, Joseph F. Rice, Esq., dated as of December 7, 2001, as the same may be amended from time to time in accordance with its terms.

“**Claimant’s Jurisdiction**” shall have the meaning set forth in Section 7.6.

“**Claims Materials**” shall have the meaning set forth in Section 6.1.

“**Claims Payment Ratio**” shall have the meaning set forth in Section 2.5.

“**Common Stock**” shall mean the authorized, issued and outstanding Class A common stock, par value \$.0005 per share, of Shook & Fletcher.

“**Compensable Disease Matrix**” shall mean the matrix to be used to process and resolve CRP Valued Asbestos Claims as set forth in Section 5.2(e)(1).

“**Confirmation Hearing**” shall mean the hearing held by the Bankruptcy Court to consider confirmation of the Plan pursuant to Section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

“**Confirmation Order**” shall mean the order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

“**CRP**” shall mean these Shook & Fletcher Asbestos Settlement Trust Claims Resolution Procedures.

“**CRP Valued Asbestos Claims**” shall have the meaning set forth in Section 5.2.

“**Debtor**” shall mean Shook & Fletcher, including Shook & Fletcher in its capacity as debtor in possession in the Chapter 11 Case pursuant to Sections 1101, 1107(a) and 1108 of the Bankruptcy Code.

“**Demand**” shall mean a demand for payment, present or future, that (a) was not a Claim during the Chapter 11 Case, (b) arises out of the same or similar conduct or events that gave rise to claims that constitute Asbestos Claims and (c) pursuant to the Plan is to be paid by the Trust, as defined in Section 524(g) of the Bankruptcy Code.

“**Direct Trust Claimant**” shall have the meaning set forth in Section 5.5.

“**Disease Categories**” shall mean the Asbestos-Related Disease Categories set forth in Section 5.2(e).

“**District Court**” shall mean the United States District Court for the Northern District of Alabama, or the unit thereof having jurisdiction over the matter in question.

“**Effective Date**” shall mean December 11, 2002.

“**Entity**” shall mean any Person, estate, trust, Governmental Unit, or the Bankruptcy Administrator.

“**Executory Contract**” shall mean all contracts and unexpired leases to which the Debtor is a party and which are executory within the meaning of Section 365 of the Bankruptcy Code.

“**Extraordinary Claim**” shall have the meaning set forth in Section 5.3(a).

“**Exigent Hardship Claim**” shall have the meaning set forth in Section 5.3(b).

“**FIFO**” shall have the meaning set forth in Section 2.1.

“**FIFO Payment Queue**” shall have the meaning set forth in Section 5.1(a)(1) with respect to Liquidated Trust Claims and shall have the meaning set forth in Section 5.2(g) for Allowed Trust Claims to be liquidated and valued under this CRP.

“**FIFO Processing Queue**” shall have the meaning set forth in Section 5.2.(a).

“**Final Order**” shall mean an order or judgment of a court (entered before or after the Effective Date, as to which the time to appeal, petition for *certiorari*, or move for reargument or rehearing has expired and as to which no appeal, petition for *certiorari* or other proceedings for reargument or rehearing shall then be pending or as to which any right to appeal, petition for *certiorari*, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtor or Reorganized Shook & Fletcher or, in the event that an appeal, writ of *certiorari*, or reargument or rehearing thereof has been sought, such order or judgment or such court shall have been determined by the highest court to which such order was appealed, or *certiorari*, reargument or rehearing shall have been denied and the time to take any further appeal, petition for *certiorari* or move for reargument or rehearing shall have expired; provided however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a Final Order.

“**Futures Representative**” shall mean the Futures Representative for the holders of Asbestos Claims and Demands who are presently unknown, who shall be R. Scott Williams, Esq., or his duly appointed successor, who is to protect the rights of Persons who might assert Demands.

“**Governmental Unit**” shall have the meaning set forth in Section 101(27) of the Bankruptcy Code.

“**Hartford Agreement**” shall mean that certain Insurance Settlement Agreement between Shook & Fletcher and Hartford (as defined therein) dated as of December 12, 2001, as the same may be amended from time to time in accordance with its terms.

“**Indirect Asbestos Claim**” shall mean (i) any Claim based on a right or contribution, reimbursement, subrogation, indemnity, or verile share (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) arising in connection with or by reason of or related to a direct Asbestos Claim or another Indirect Asbestos Claim, (ii) any other derivative or indirect Claim of any kind whatsoever, whether in the nature of or sounding in contract, tort, warranty or any other theory of law, equity or admiralty, arising in connection with or by reason of or related to a direct Asbestos Claim or another Indirect Asbestos Claim (including without limitation any Claim (A) for attorneys fees arising or incurred in connection with any direct Asbestos Claim, another Indirect Asbestos Claim or an Asbestos Insurance Action or (B) arising in connection with or related to the rejection of any Executory Contract related to or involving asbestos), and (iii) any Claim arising out of Asbestos Insurance Policies or settlement agreements related thereto.

“**Indirect Trust Claim**” shall have the meaning set forth in Section 5.5.

“**Indirect Trust Claimant**” shall have the meaning set forth in Section 5.5.

“**Individual Review Process**” or “**Individual Review**” shall have the meaning set forth in Section 2.2(b).

“**IR Fee**” shall have the meaning set forth in Section 5.2(f)(ii).

“**Liquidated Trust Claims**” shall mean all Asbestos Claims for which the value was established either (i) by qualifying for payment pursuant to an Asbestos Claims Settlement Agreement, (ii) pursuant to a settlement agreement entered into by such Trust Claimant and

Shook & Fletcher or on Shook & Fletcher's behalf prior to the Petition Date, or (iii) by a judgment that became final and non-appealable prior to the Petition Date.

"Location of Exposure" shall have the meaning set forth in Section 5.6(b)(3).

"Matrix Value" shall mean the specific liquidated value for each Disease Category based on Location of Exposure as set forth in Section 5.2(e)(1).

"Maximum Annual Payment" shall have the meaning set forth in Section 2.4.

"Maximum Value" shall have the meaning set forth in Section 5.3(a).

"Medical/Exposure Criteria" shall have the meaning set forth in Section 5.2(e)(2) with respect to each particular Disease Category.

"Other SBNP Claim" shall mean Asbestos Claims that are eligible for inclusion under the SBNP Settlement Agreement but whose holders have not become "SBNP Claimants" under (and as defined in) the SBNP Settlement Agreement in an amount equal to Shook & Fletcher's share of the amount provided for in their respective settlement agreements.

"Payment Percentage" shall have the meaning set forth in Section 2.3.

"Person" shall mean any person, individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated association or organization or other entity or being of whatever kind, whether or not operating or existing for profit, including, but not limited to, any "person" as such term is defined in Section 101(41) of the Bankruptcy Code, but excluding any Governmental Unit or agency or political subdivision thereof, and any successors or assigns of any of the foregoing.

"Petition Date" shall mean April 8, 2002.

"Plan" shall mean the Second Amended Plan of Reorganization of Shook & Fletcher Insulation Co. under Chapter 11 of the United States Bankruptcy Code.

“Pre-Petition Trust” shall mean the Shook Payment Trust created pursuant to the Pre-Petition Trust Agreement.

“Pre-Petition Trust Agreement” shall mean that certain Trust Agreement entered into by and between Shook & Fletcher and the Pre-Petition Trustee dated as of December 7, 2001, as amended by the Amendment to Trust Agreement, as each of the same may be amended from time to time in accordance with its respective terms.

“Pre-Petition Trustee” shall mean Hasbrouck Haynes, Jr., CPA, in his capacity as trustee of the Pre-Petition Trust, and not individually, or his duly appointed successor.

“Present Asbestos Secured Claim” shall mean the portion of an Asbestos Claim asserted prior to the Petition Date and liquidated pursuant to and in accordance with the Claimants Agreement that is secured by the Asbestos Insurance Collateral pursuant to and in accordance with the Claimants Agreement and the Security Agreement.

“Present Asbestos Unsecured Claim” shall mean the portion of an Asbestos Claim asserted prior to the Petition Date and liquidated pursuant to and in accordance with the Claimants Agreement that, pursuant to the terms of the Claimants Agreement, is not secured by the Asbestos Insurance Collateral.

“Proof of Claim” shall mean any proof of claim filed with the Bankruptcy Court or its duly appointed claims agent with respect to the Debtor pursuant to Bankruptcy Rules 3001 or 3002.

“Reduced Payment Option” shall have the meaning set forth in Section 5.2(g).

“Reorganized Shook & Fletcher” shall mean Shook & Fletcher and/or any successor thereto by merger, consolidation or otherwise, on or after the Effective Date.

“**SBNP Asbestos Claims**” shall mean all SBNP Asbestos Secured Claims and SBNP Asbestos Unsecured Claims.

“**SBNP Asbestos Claimant**” shall mean the holder of an SBNP Asbestos Claim.

“**SBNP Asbestos Secured Claim**” shall mean an Asbestos Claim asserted prior to the Petition Date (i) the amount of which is established pursuant to and in accordance with Section I.B.(1) of the SBNP Settlement Agreement and which is fully secured by the Asbestos Insurance Collateral pursuant to and in accordance with the SBNP Settlement Agreement and the Security Agreement, or (ii) the amount of which is established pursuant to and in accordance with Section I.B.(2) of the SBNP Settlement Agreement, seventy-five percent (75%) of which is secured by the Asbestos Insurance Collateral pursuant to and in accordance with the SBNP Settlement Agreement and the Security Agreement.

“**SBNP Asbestos Unsecured Claim**” shall mean twenty-five percent (25%) of an Asbestos Claim asserted prior to March 1, 2002, the amount of which Asbestos Claim is established pursuant to and in accordance with Section I.B.(2) of the SBNP Settlement Agreement and that, pursuant to Section 1.B.(2) of the SBNP Settlement Agreement, is not secured by the Asbestos Insurance Collateral.

“**SBNP Settlement Agreement**” shall mean that certain Amended Settlement Agreement between Shook & Fletcher, and the individuals identified as SBNP Asbestos Claimants, dated as of February 25, 2002, as the same may be amended from time to time in accordance with its terms.

“**Security Agreement**” shall mean that certain Security Agreement and Assignment by and between Shook & Fletcher and the Pre-Petition Trustee dated as of December 7, 2001, as the same may be intended from time to time in accordance with its terms.

“Settling Asbestos Insurance Company” shall mean any Asbestos Insurance Company that enters into an Asbestos Insurance Settlement Agreement and that is listed on a schedule filed by Shook & Fletcher with the Bankruptcy Court prior to the conclusion of the Confirmation Hearing, and includes the past, present and future parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, directors, principals, agents, representatives and shareholders of the Entities listed on the schedule, but shall not include any Entity that first becomes a parent, subsidiary or affiliate of the Entities on the schedule (or any past, present or future employees, officers, directors, principals, agents, representatives, shareholders and assigns of such Entity) after the Effective Date, to the extent such Entity issued insurance policies to Shook & Fletcher (but only with respect to such policies issued by such Entity).

“Shook & Fletcher” shall mean the Debtor, Shook & Fletcher Insulation Co., a Delaware corporation.

“Shook & Fletcher Exposure” shall have the meaning set forth in Section 5.6(b)(2).

“TAC” shall mean the Persons described in Article 6 of the Trust Agreement for the purpose of advising the Trust in accordance with the terms and conditions set forth in the Trust Documents, the Plan and the Confirmation Order.

“Trust” shall mean the Shook & Fletcher Asbestos Settlement Trust established pursuant to the Trust Agreement.

“Trust Assets” shall mean all of the assets to be paid to the Trust pursuant to the terms of the Plan.

“Trust Agreement” shall mean that certain Shook & Fletcher Asbestos Settlement Trust Agreement, dated as of December 11, 2002, and as amended as of April 11, 2003, as the same may be further amended, modified or supplemented from time to time.

“**Trust By-Laws**” shall mean the Shook & Fletcher Asbestos Settlement Trust By-Laws, effective as of the Effective Date, substantially in the form attached as *Annex A* to the Trust Agreement, as the same may be modified from time to time.

“**Trust Claims**” shall mean all Asbestos-Related Unsecured Claims to be resolved pursuant to this CRP.

“**Trust Claimants**” shall mean all holders of Trust Claims.

“**Trust Documents**” shall mean the Trust Agreement, the Trust By-Laws, this CRP and the other agreements, instruments and documents governing the establishment and administration of the Trust, as the same may be amended or modified from time to time in accordance with such Trust Documents.

“**Trust Expenses**” shall mean (a) with respect to the Trust, any of the Asbestos Expenses, and any other liabilities, costs or expenses of, or imposed upon, assumed by, or in respect of the Trust, including operational expenses necessary to preserve the Trust Assets and any and all attorneys’ fees or other professional fees, and expenses and disbursements incurred by or on behalf of Shook & Fletcher, if any, in connection with the pursuit of Shook & Fletcher’s asbestos-related insurance coverage (but excluding payments due to Asbestos Claimants on account of such Asbestos Claimant’s Asbestos Claim) and (b) with respect to the Pre-Petition Trust all Administrative Expenses (as defined in the Pre-Petition Trust Agreement) of the Pre-Petition Trust and any and all attorney’s fees or other professional fees, and expenses and disbursements incurred by or on behalf of Shook & Fletcher (before or after the Effective Date) in connection with the pursuit of Shook & Fletcher’s asbestos-related insurance coverage (but excluding payments due to Asbestos Claimants on account of such Asbestos Claimant’s Asbestos Claim).

“**Trustee**” shall mean the Person or Persons described in and determined pursuant to Article 4 of the Trust Agreement for the purpose of acting as trustee (or if more than one Trustee is authorized, trustees) or the Trust in accordance with the terms and conditions contained in the Trust Documents, the Plan and the Confirmation Order; provided, however notwithstanding anything in the Trust Agreement to the contrary, for purposes of this CRP “Trustee” shall (i) not include the Delaware Trustee (as such term is defined in the Trust Agreement), and (ii) shall include all agents of the Trust and/or the Trustee.

“**Unliquidated Trust Claims**” shall have the meaning set forth in Section 2.2(b).

SECTION II.

Overview

2.1 Trust Purpose and Goals. The goal of the Trust is 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. This CRP furthers that goal by setting forth procedures for processing Trust Claims and liquidating and paying Allowed Trust Claims generally on an impartial, first-in-first-out (“**FIFO**”) basis, with the intention of paying all similarly situated Trust Claimants over time as equivalent a share as possible of the value of such Allowed Trust Claims based on historical settlement values for substantially similar claims in the tort system.

2.2 Claims Resolution Process

(a) Liquidated Trust Claims. The Trust shall pay as promptly as practicable, the liquidated values of all Liquidated Trust Claims which were qualified as eligible for payment by the Pre-Petition Trust. All other Liquidated Trust Claims shall be processed and paid as promptly as practicable pursuant to the FIFO queue provisions set forth in Section 5.1(a)(2) below. The liquidation value of a Liquidated Trust Claim shall be the amount agreed to

pursuant to the relevant settlement agreement or the amount of the final and non-appealable judgment, as the case may be, that remains unpaid at the time the Trust makes the payment.

(b) **Unliquidated Trust Claims.** The Trust shall liquidate and pay (if Allowed) in FIFO order all Trust Claims that were not valued prior to the Petition Date pursuant to an Asbestos Claims Settlement Agreement, a settlement agreement entered into by such Trust Claimant and by or on behalf of Shook & Fletcher prior to the Petition Date or a final judgment (the “**Unliquidated Trust Claims**”) in accordance with the terms of this CRP. For these purposes, this CRP establishes the Compensable Disease Matrix in Section 5.2(e)(1) which includes four specific disease categories, each of which has specific medical and exposure requirements, and specific liquidated values based on the location of the applicable Trust Claimant’s exposure to asbestos-containing products or services for which Shook & Fletcher bears legal responsibility. The Disease Categories, Medical/Exposure Criteria, Matrix Values, and Locations of Exposure, which are set forth in Section 5.2(e) below, have all been selected and derived with the intention of achieving a fair allocation of Trust Assets as among Allowed Trust Claimants suffering from different asbestos-related diseases in light of the current information available at the time and considering the settlement history of Shook & Fletcher and the rights claimants would have in the tort system.

Allowed Trust Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to Section 5.2(a) below. The Trust shall liquidate all CRP Valued Asbestos Claims that meet the Medical/ Exposure Criteria of one of the four Disease Categories, and shall pay the Allowed Trust Claimant the Matrix Value due for that Disease Category based on the Location of Exposure, and after application of the applicable Payment Percentage and subject to the Maximum Annual Payment and Claims Payment Ratio (if any). In

addition, a Trust Claimant whose claim does not meet the presumptive Medical/Exposure Criteria for the relevant Disease Category may elect to undergo the Trust's individual review process described in Section 5.2(f) below the "**Individual Review Process**" or "**Individual Review**").

All unresolved disputes concerning a Trust Claimant's medical condition, exposure history, or Location of Exposure shall be subject to the alternative dispute resolution procedures established by the Trust pursuant to Section 5.9. Disputes with the Trust that cannot be resolved by non-binding arbitration may be resolved in the tort system as provided in Sections 5.10 and 7.6 below. However, if and when a Trust Claimant obtains a judgment in the tort system, the judgment will be payable as provided in Section 7.7 below, and will be subject to the Payment Percentage, and Maximum Annual Payment (and Claims Payment Ratio, if any) requirements set forth below.

2.3 The Payment Percentage. Notwithstanding anything herein to the contrary, after the liquidated value of an Allowed Trust Claim is determined pursuant to the procedures set forth herein, or by arbitration or by litigation in the tort system, the Allowed Trust Claimant will ultimately receive a pro-rata share of such liquidated value based on the Payment Percentage. The Payment Percentage may be adjusted upwards or downwards from time to time by the Trustee with the consent of the TAC and the Futures Representative, to reflect then-current estimates of the Trust's assets and liabilities, as well as the then-estimated value of then-pending and future Allowed Trust Claims, and shall be determined in accordance with Section 4.2 below.

If the Payment Percentage is increased, Allowed Trust Claimants whose Allowed Trust Claims were liquidated and paid in any prior periods with lower Payment Percentages under this CRP shall receive supplemental payments. The amount of any such supplemental payment shall

be the liquidated value of the claim in question *multiplied by* the newly adjusted Payment Percentage less all amounts previously paid to the claimant with respect to such claim. For the avoidance of doubt, the liquidated value of the Present Asbestos Unsecured Claims and SBNP Asbestos Unsecured Claims shall be the amount to which the Payment Percentage originally applied hereunder (and the amount previously paid shall be the resulting payment made after such application of the Payment Percentage) and shall not include any amount in respect of the related Asbestos-Related Secured Claim held by such claimant. Because there is uncertainty in the prediction of both the number and severity of future Allowed Trust Claims and the value of Trust Assets over time, no guarantee can be made as to what Payment Percentage of an Allowed Trust Claim's liquidated value will be paid to the holder of any such Allowed Trust Claim.

2.4 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 comparable Allowed Trust Claimants as similarly as possible. The Trust will be empowered to pay up to a certain limited amount during each fiscal year, which amount shall be determined annually by the Trustee with the consent of the TAC and the Future's Representative (the "**Maximum Annual Payment**"), and shall be calculated after reserves or other provision for Trust Expenses due in the related fiscal year have been established such that the application of the Trust Assets over the life of the Trust shall correspond with the needs created by the anticipated flow of Allowed Trust Claims, taking into account the Payment Percentage provisions set forth in Sections 2.3 and 4.2. The Trust's aggregate distributions to all Allowed Trust Claimants for a particular fiscal year shall not exceed the Maximum Annual Payment determined for that year.

2.5 Authority to Adopt a Claims Payment Ratio. Because, as discussed above, there is inherent uncertainty regarding Shook & Fletcher’s total asbestos-related tort liabilities, as well as the total value of Trust Assets available to pay all Allowed Trust Claims, the Trustee may establish, with the consent of the TAC and the Futures Representative, a claims payment ratio (the “**Claims Payment Ratio**”) of fifty percent (50%) for all “**Category A Trust Claims**” (Trust Claims that involve asbestos-related malignant diseases, which include and are limited to mesothelioma, lung cancer and other cancers), and fifty percent (50%) for all “**Category B Trust Claims**” (Trust Claims that involve asbestos-related nonmalignant diseases). Each year after the establishment of a Claims Payment Ratio, following the determination of the Maximum Annual Payment, the Trustee shall allocate fifty percent (50%) of the Maximum Annual Payment to, and make available to pay, liquidated Category A Trust Claims and fifty percent (50%) of the Maximum Annual Payment to, and make available to pay, liquidated Category B Trust Claims, in each case, that are liquidated in such year.

In the event there are insufficient funds in any year to pay the liquidated Category A Trust Claims and/or the liquidated Category B Trust Claims, the available funds allocated to the particular category shall be paid to the maximum extent to Allowed Trust Claimants in the particular category based on their place in the FIFO Payment Queue described in Section 5.1(a) or Liquidated Trust Claims and Section 5.2(g) for Allowed Trust Claims to be liquidated and valued under this CRP. Claims for which there are insufficient funds in the particular category will be carried to the next year where they will remain at the head of the FIFO Payment Queue for that category of Allowed Trust Claims. If there are excess funds in either or both categories, because there is an insufficient amount of liquidated Allowed Trust Claims to exhaust the amount of Maximum Annual Payment allocated to that category by application of the Claims

Payment Ratio, then the excess funds for either or both categories will be rolled over and remain dedicated to the respective category to which they were originally allocated.

In considering whether to make any amendments to the Claims Payment Ratio and/or its rollover provisions, the Trustee should consider the reasons for which the Claims Payment Ratio and its rollover provisions were adopted, the settlement history that gave rise to its calculation, and the foreseeability or lack of foreseeability of the reasons why there would be any need to make an amendment. In that regard, the Trustee should take into account the interplay between the Payment Percentage and the Claims Payment Ratio as it affects the net cash actually paid to Allowed Trust Claimants. In any event, no amendment to the Claims Payment Ratio may be made without the consent of the TAC and the Futures Representative pursuant to the consent process set forth in Sections 5.6, 5.7, 6.7 and 6.8 of the Trust Agreement.

SECTION III.

CRP Administration

3.1 Trust Advisory Committee and Futures Representative. Pursuant to the Plan and the trust Agreement, this CRP will be administered by the Trustee in consultation with the TAC, which represents the interests of holders of present Trust Claims, and the Futures Representative, who represents the interests of holders of Trust Claims that may be asserted in the future. The Trustee shall obtain the consent of the TAC and the Futures Representative on any amendments to this CRP pursuant to Section 8.1 below, and on such other matters as are otherwise required herein and in the Trust Agreement. The Trustee shall also consult with the TAC and the Futures Representative on such matters as are provided in this CRP and in the Trust Agreement. The initial Trustee, the initial members of the TAC, and the initial Futures Representative are identified in the Trust Agreement.

3.2 Consent Procedures. In those circumstances in which consent is required hereunder or under the Trust Agreement, the Trustee will provide written notice to the TAC and the Futures Representative of the specific amendment or other action that is proposed. The Trustee will not implement such amendment nor take such action unless and until the parties have engaged in the consent process described in the Trust Agreement.

SECTION IV.

Payment Percentage; Periodic Estimates

4.1 Uncertainty of Shook & Fletcher's Personal Injury Asbestos Liabilities. As discussed above, there is inherent uncertainty regarding Shook & Fletcher's total asbestos-related tort liabilities, as well as the total value of Trust Assets available to pay all Allowed Trust Claims. Consequently, there is inherent uncertainty regarding the amounts that Allowed Trust Claimants will receive. To seek to ensure substantially equivalent treatment of all present and future claims, the Trustee must determine from time to time the percentage of full liquidated value that Trust Claimants will be likely to receive (which is the Payment Percentage described in Section 2.3).

4.2 Computation of Payment Percentage. The initial Payment Percentage shall be sixty-five percent (65%), and shall apply to all Allowed Trust Claims that are liquidated and paid while such Payment Percentage is in effect. The initial Payment Percentage, and any subsequently applicable Payment Percentage, shall be subject to change pursuant to the terms of this CRP if the Trustee, with the consent of the TAC and the Futures Representative, determines that such Payment Percentage should be changed to assure that the Trust will be in a financial position to pay holders of present and future similarly situated Allowed Trust Claims in substantially the same manner. In making any such adjustment, the Trustee, the TAC and the

Futures Representative shall take into account current and accurate information available at the time.

No less frequently than once every two years, the Trustee shall reconsider the then-applicable Payment Percentage to assure that it is based on current information and may, after such reconsideration, change such Payment Percentage if necessary, with the consent of the TAC and the Futures Representative. The Trustee shall also reconsider the then-applicable Payment Percentage at shorter intervals if the Trustee deems reconsideration to be appropriate or if requested to do so by the TAC or the Futures Representative. The Trustee shall base his determination of the Payment Percentage on current estimates of the number, types, and values of present and future Trust Claims, the value and liquidity of the Trust Assets 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 Trustee shall exercise common sense and flexibly evaluate all relevant factors.

4.3 Applicability of the Payment Percentage. No holder of an Allowed Trust Claim shall receive a payment that exceeds the Payment Percentage of the relevant liquidated value for such Allowed Trust Claim. Except as provided in this paragraph, the Payment Percentage applied to an Allowed Trust Claim shall be the one in effect at the time the Trust's offer of payment was made. If a redetermination of the Payment Percentage has been proposed in writing by the Trustee to the TAC and the Futures Representative but has not yet been adopted, the Allowed Trust Claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but is not subsequently adopted, the Allowed Trust Claimant shall thereafter

receive the difference between the lower proposed amount and the higher current amount, subject to the limitation provided in Section 4.4. Conversely, if the proposed Payment Percentage was the higher amount and is subsequently adopted, the Allowed Trust Claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount, subject to the limitation provided in Section 4.4.

4.5 Unclaimed Distributions. Any cash, assets, and other property to be distributed by the Trust to a claimant hereunder that remain unclaimed (including by such claimant's failure to negotiate a check issued to such claimant) or otherwise not deliverable to the claimant entitled thereto by the six month anniversary of the date of distribution by the Trust shall become vested in, and shall be transferred to, the Trust, notwithstanding state or other escheat or similar laws to the contrary. In such event, such claimant shall be deemed to have waived its rights to such payments or distributions, and such claimant shall have no further claim in respect of such distribution.

SECTION V.

Resolution of Trust Claims.

5.1 Liquidated Trust Claims.

(a) Processing Liquidated Trust Claims.

(1) Liquidated Trust Claims Qualified for Payment. As soon as practicable, subject to the Payment Percentage, the Trust shall pay the unsecured and unpaid balance of all Liquidated Trust Claims, which were previously qualified as eligible for payment by the Pre-Petition Trust. All other Liquidated Trust Claims shall be processed and paid pursuant to Section 5.1(a)(2) below.

(2) **All Other Liquidated Trust Claims.** Each Liquidated Trust Claim that did not become qualified for payment in accordance with Section 5.1(a)(1), shall be processed and paid in accordance with a FIFO queue based on the date of filing of such Liquidated Trust Claim with the Trust. If any such Liquidated Trust Claims are filed on the same date, the Allowed Trust Claimants' positions in the FIFO queue shall be determined by such Allowed Trust Claimants' dates of diagnosis of the asbestos-related disease giving rise to such Trust Claimants' Liquidated Trust Claims with earlier diagnosis given priority over later diagnosis dates. If any Liquidated Trust Claims are filed and diagnosed on the same date, such Trust Claimants' positions in the FIFO queue shall be determined by such Allowed Trust Claimants' dates of birth, with older claimants given priority over younger claimants.

(b) **Payment of Liquidated Trust Claims.** The liquidated value of a Liquidated Trust Claim for purposes of this CRP shall be the unsecured amount agreed to in the relevant settlement agreement or the amount of the final judgment, as the case may be, that remained unpaid as of the date of transfer of all of the assets and properties of the Pre-Petition Trust to the Trust. However, pursuant to Section 7.4 below, the liquidated value of a Liquidated Trust Claim shall not include any punitive or exemplary damages. The Trustee will determine if a claim is a Liquidated Trust Claim under the relevant settlement agreement and is binding and judicially enforceable. Any dispute between the Trust and a Trust Claimant concerning whether a settlement agreement is binding and judicially enforceable shall be resolved by the alternative dispute resolution procedures established pursuant to Section 5.9 below. All payments of Liquidated Trust Claims shall be subject to and taken into account in consideration of the Maximum Annual Payment limitation, applicable Payment Percentage in effect at the time of payment, and the Claims Payment Ratio, if any.

(c) **Marshalling of Security.** Holders of Liquidated Trust Claims that are secured by letters of credit, appeal bonds, or other security or sureties shall first exhaust their rights against any applicable security or surety before making a claim against the Trust. Only in the event that such security or surety is insufficient to pay the Liquidated Trust Claim in full shall the deficiency be liquidated and paid as an Unliquidated Trust Claim pursuant to Section 5.2 below.

5.2 Unliquidated Trust Claims. Unliquidated Trust Claims shall be valued pursuant to the terms of this CRP (the “**CRP Valued Asbestos Claims**”), and shall be processed and paid (if Allowed) in accordance with the provisions set forth below.

(a) **Establishment of the FIFO Processing Queue.** For processing purposes, the Trustee shall establish a schedule that allows the Trustee to process and determine properly filed CRP Valued Asbestos Claims in four annual batches, each composed of the Allowed Trust Claims filed within the three months schedule set by the Trust. Within each such batch, the Trustee shall order CRP Valued Asbestos Claims on a FIFO basis (the “**FIFO Processing Queue**”). For all CRP Valued Asbestos Claims, a Trust Claimant’s position in the FIFO Processing Queue shall be determined as of the first to occur of (i) the date prior to the Petition Date that the specific CRP Valued Asbestos Claim was filed against another defendant in the tort system; (ii) the date prior to the Petition Date that the specific CRP Valued Asbestos Claim was filed against Shook & Fletcher in the tort system; or (iii) the date after the Effective Date that the specific CRP Valued Asbestos Claim was filed with the Trust. If CRP Valued Asbestos Claims are filed on the same date, the Allowed Trust Claimants’ positions in the FIFO Processing Queue shall be determined by the date of the diagnosis of the asbestos-related disease giving rise to such Allowed Trust Claimants’ CRP Valued Asbestos Claim, with earlier diagnosis given priority

over later diagnosis dates. If any CRP Valued Asbestos Claims are filed and diagnosed on the same date, the Allowed Trust Claimants' positions in the FIFO Processing Queue shall be determined by the Allowed Trust Claimants' dates of birth, with older Claimants given priority over younger Claimants.

(b) Effect of Statutes of Limitations and Repose. To be eligible for a place in the FIFO Processing Queue, a CRP Valued Asbestos Claim must be filed with the Trust within three (3) years after the date of the diagnoses, or within four (4) years after the Effective Date, whichever occurs later, irrespective of the application of any relevant federal, state or foreign statute of limitation or repose; provided, however, that nothing in this Section 5.2(b) shall be construed as tolling any applicable statute of limitation or repose in respect of any claim that had run prior to the Petition Date. 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 Shook & Fletcher prior to the Petition Date, whether in the tort system or by submission of the claim to Shook & Fletcher or CCR pursuant to a written settlement agreement; (B) the filing of the claim against another defendant in the tort system prior to the Petition Date if the claim was tolled against Shook & Fletcher or CCR at the time by an agreement or otherwise; (C) the filing of a claim after the Petition Date but prior to the Effective Date against another defendant in the tort system; (D) the filing of a proof of claim in the Chapter 11 Case prior to the Effective Date; or (E) the filing of a proof of claim with the requisite supporting documentation with the Trust after the Effective Date.

If a Trust Claim meets any of the tolling provisions described in subsection (A), (B), (C), (D) or (E) of the preceding sentence, it will be treated as timely filed provided that the appropriate claim form is actually filed with the Trust within four (4) years of the Effective Date.

Also, any claims that were first diagnosed after the Petition Date, irrespective of the application of any relevant statute of limitation or repose, may be filed with the Trust within three (3) years after the date of diagnosis, or within four (4) years after the Effective Date, whichever occurs later.

(c) Liquidation of CRP Valued Asbestos Claims Generally. Each Trust Claimant seeking valuation of his or her CRP Valued Asbestos Claim must first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 below. All CRP Valued Asbestos Claims filed with the Trust shall be deemed to be a claim for the highest Disease Category for which the claim qualifies at the time of filing, with all lower Disease Categories for which the claim then qualifies or may qualify in the future subsumed into the higher Disease Category for both processing and payment purposes. Upon filing of a valid proof of claim form with the required supporting documentation, the CRP Valued Asbestos Claim shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.2(a) above, and the claimant shall Advise the Trust whether such CRP Valued Asbestos Claim should be liquidated under the Trust's expedited review process described in Section 5.2(d) below or, in certain circumstances, under the Trust's Individual Review Process described in Section 5.2(f) below.

(d) Expedited Review.

(i) The Trust's expedited review process under this Section 5.2(d) is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating CRP Valued Asbestos Claims where the claim can easily be verified by the Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Category. Expedited review thus provides claimants with a substantially less burdensome process for pursuing CRP Valued

Asbestos Claims than does the Individual Review Process described in Section 5.2(f) below. Claimants holding CRP Valued Asbestos Claims that cannot be liquidated pursuant to this Section 5.2(d) because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Category may elect the Trust's Individual Review Process set forth in Section 5.2(f) below.

(ii) As a proof of claim form where Individual Review has not been elected by the claimant is reached in the FIFO Processing Queue, the Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria set forth in this CRP for one of the four Disease Categories, and shall advise the Trust Claimant of its determination. If the Trust determines that a Trust Claimant meets the Medical/Exposure Criteria for a relevant Disease Category, (i) the Trust Claimant shall be deemed an Allowed Trust Claimant and (ii) the Trust shall tender to such Allowed Trust Claimant an offer of payment of the Matrix Value for the relevant Disease Category and relevant Location of Exposure determined pursuant to Section 5.6(b)(3) below, multiplied by the then applicable Payment Percentage, together with a form of release approved by the Trust. Except as otherwise set forth in Section 4.3 above, the applicable Payment Percentage shall be determined at the time the Trust makes such an offer of payment under this CRP, including the application of the Maximum Annual Payment. If the Trust Claimant accepts the Matrix Value and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue set forth in Section 5.2.(g) below, pursuant to which the Trust shall disburse payment subject to the limitations of the Maximum Annual Payment, the Payment Percentage, the Claims Payment Ratio, if any, and the other limitations set forth in Section 5.2(g).

(e) **Disease Categories, Medical/Exposure Criteria, Matrix Values, and Locations of Exposure.** The four Disease Categories covered by this CRP, together with the Medical/Exposure Criteria, the Matrix Values, and the Locations of Exposure for each, are set forth in the Compensable Disease Matrix. These Disease Categories, Matrix Values, Medical/Exposure Criteria, and Locations of Exposure shall apply to all CRP Valued Asbestos Claims properly filed with the Trust during the first year proof of claim forms are accepted by the Trust. With the consent of the TAC and the Futures Representative, the Trustee may add to or change the Disease Categories Matrix Values, Medical/Exposure Criteria or Locations of Exposure; develop subcategories of Disease Categories, Matrix Values, Medical/Exposure Criteria or Locations of Exposure; or determine that a novel or exceptional asbestos personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then-current Disease Categories.

(1) **Compensable Disease Matrix**

Asbestos-Related Disease Category	Location of Exposure: Mississippi or Alabama	Location of Exposure: Georgia, Louisiana or Texas	Location of Exposure: Any Location other than Mississippi, Alabama, Georgia, Louisiana or Texas
Mesothelioma	\$22,000.00	\$10,000.00	\$10,000.00
Lung Cancer	\$6,000.00	\$2,700.00	\$1,800.00
Other Cancer	\$2,500.00	\$1,500.00	\$1,000.00
Non-Malignant	\$1,700.00	\$1,200.00	\$1,000.00

Each of the foregoing "Matrix Values" shall be subject to increase for inflation beginning in the year 2008. The Trustee, with the consent of the TAC and the Futures Representative, shall set the rate(s) at which such Matrix Values shall increase, and the period during which the increase(s) shall occur, at least annually, and each time such Matrix Values are increased in

accordance therewith, such increased values shall be deemed to be the Matrix Values set forth in the foregoing Compensable Disease Matrix for all purposes of this CRP.

(2) **Medical/Exposure Criteria**

(A) **Mesothelioma**

In order for a holder of a CRP Valued Asbestos Claim to qualify for compensation as a “*Mesothelioma*” claim under the Compensable Disease Matrix, the holder must submit a report by a Board-Certified Pathologist stating that such holder has a diagnosis of a malignant Mesothelioma. In addition, the holder of a CRP Valued Asbestos Claim must also show evidence of Shook & Fletcher Exposure (as that term is defined in Section 5.6(b) below) prior to December 31, 1985.

(B) **Lung Cancer**

In order for a holder of a CRP Valued Asbestos Claim to qualify for compensation as a “*Lung Cancer*” claim under the Compensable Disease Matrix, the holder must submit (1) a report by a Board-Certified Pathologist establishing that such holder has a primary carcinoma of the lung, (2) a statement from a Qualified Physician that the carcinoma in question is causally related to such holder’s asbestos exposure, and (3) either (i) a report by a Certified B-reader showing that such holder has a Chest X-ray reading of 1/0 or higher on the ILO scale or (ii)(x) a chest x-ray read by a Certified B-reader, (y) a CT scan read by a Qualified Physician, or (z,) pathology, in each case showing any of bilateral pleural plaques, bilateral pleural thickening, bilateral pleural calcification, bilateral interstitial fibrosis or a pathological diagnosis of asbestosis. In addition, the holder of a CRP Valued Asbestos Claim must also show evidence of Shook & Fletcher Exposure for a cumulative period totaling six (6) months prior to December 31, 1985.

(C) Other Cancer

In order for a holder of a CRP Valued Asbestos Claim to qualify for compensation as an “*Other Cancer*” claim under the Compensable Disease Matrix, such holder must submit (1) a report by a Board-Certified Pathologist establishing that such holder has a primary colorectal, esophageal, laryngeal, pharyngeal, or stomach carcinoma, (2) a statement by a Qualified Physician stating that the carcinoma in question is causally related to such holder’s asbestos exposure, and (3) either (i) a report by a Certified B-reader showing that the holder has a Chest X-ray reading of 1/0 or higher on the ILO scale or (ii)(x) a chest x-ray read by a Certified B-reader, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case showing any of bilateral pleural plaques, bilateral pleural thickening, bilateral pleural calcification, bilateral interstitial fibrosis or a pathological diagnosis of asbestosis. No other asbestos-related cancer shall be compensable as an “Other Cancer” under the Compensable Disease Matrix. In addition, the holder of a CRP Valued Asbestos Claim must also show evidence of Shook & Fletcher Exposure for a cumulative period totaling six (6) months prior to December 31, 1985.

(D) Non-Malignant Asbestos-Related Disease

In order for the holder of a CRP Valued Asbestos Claim to qualify for compensation as a “*Non-Malignant*” claim under the Compensable Disease Matrix, such holder must submit (1) either (i) a report by a Certified B-reader showing that such holder has a Chest X-ray reading of 1/0 or higher on the ILO scale and/or bilateral pleural plaques, bilateral pleural thickening or bilateral pleural calcification, or (ii) other competent medical evidence acceptable to the Trustee of a diagnosis of an asbestos-related condition by a Qualified Physician, or (iii) a statement by a Board-Certified Pathologist that more than one representative section of lung tissue otherwise uninvolved with any other process (e.g., cancer, emphysema) demonstrates a pattern of

peribronchiolar or perenchymal scarring in the presence of characteristic asbestos bodies, and (2) a statement by a Qualified Physician that such holder's non-malignant condition is causally related to asbestos exposure. In addition, the holder of CRP Valued Asbestos Claim must also show evidence of Shook & Fletcher Exposure for a cumulative period totaling six (6) months prior to December 31, 1985, plus five years cumulative occupational exposure to asbestos.

(f) Individual Review.

(i) Upon election by a Trust Claimant and payment of the IR Fee (defined below), if such Ernst Claimant's claim does not meet all the presumptive Medical/Exposure Criteria set forth in Section 5.2(e) above for one of the four Disease Categories and if the Trustee is satisfied that such Trust Claimant has presented a claim that would be cognizable and valid in the tort system, the Trustee can nevertheless offer such Trust Claimant an amount based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Category, up to the Matrix Value (subject to the applicable Payment Percentage and subject to the Maximum Annual Payment and Claims Payment Ratio if any)) (unless the claim qualifies as an Extraordinary Claim under Section 5.3 below, in which case its liquidated value cannot exceed the Maximum Value for such claim) based on Location of Exposure for the Disease Category closest to his or her asbestos-related disease. Claimants claiming to have Extraordinary Claims and Claimants with derivative Trust Claims must elect Individual Review on their proof of claim form, shall pay the IR Fee, and shall otherwise be subject to the provisions of this CRP relating to Individual Review.

(ii) A Claimant who requests that the Trust conduct an Individual Review of his claim, including Claimants claiming to have Extraordinary Claims and Claimants with derivative Trust Claims shall accompany his request with a filing fee in the amount of

\$100.00, or such other amount as is determined by the Trust from time to time (the “**IR Fee**”). Any claim for which Individual Review is requested but is not accompanied by the IR Fee shall not be processed.

(iii) The Trust shall either deny a claim where the Claimant has elected to undergo Individual Review (in which case the Trust shall retain the IR Fee and the Claimant shall have no right to reimbursement thereof), or, if the Trust is satisfied that the Claimant has presented a claim that would be cognizable and valid under the tort system, liquidate the value of a claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Category, up to the Matrix Value (subject to the applicable Payment Percentage and subject to the Maximum Annual Payment and Claims Payment Ratio (if any)) based on Location of Exposure for the Disease Category closest to his or her asbestos-related disease, unless the claim qualifies as an Extraordinary Claim under Section 5.3 below, in which case its liquidated value cannot exceed the Maximum Value for such claim.

(iv) In determining the historic liquidated values of other similarly situated claims in the tort system for a Disease Category, the Trust will take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to (1) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Category in question; (2) factors such as the claimant’s age, disability, employment status, disruption of household, family or recreational, activities dependencies, special damages, and pain and suffering; (3) evidence that the claimant’s damages were (or were not) caused by asbestos exposure, including exposure to asbestos-containing products or services prior to December 31, 1985 for which Shook & Fletcher

has legal responsibility, (for example, alternative causes, and the strength of documentation of injuries); (4) the industry of exposure; and (5) settlements, verdicts, and the experience of other claimants and other law firms in the Claimant's Jurisdiction for similarly situated claims.

(v) The liquidated value of any CRP Valued Asbestos Claim where the claimant has elected to undergo Individual Review may be determined to be less than the Matrix Value the claimant would have received under expedited review pursuant to Section 5.2(d). Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review Process will necessarily be paid the liquidated value of their CRP Valued Asbestos Claims later than would have been the case had the claimant elected the expedited review pursuant to Section 5.2(d).

(vi) If the Trust allows a CRP Valued Asbestos Claim that has undergone Individual Review under this Section 5.2(f), (i) the Trust Claimant shall be deemed an Allowed Trust Claimant and shall be entitled to have his or her IR Fee reimbursed by the Trust and (ii) the Trust shall tender to such Allowed Trust Claimant an offer of payment of the amount the Trust has determined to be the liquidated value of such CRP Valued Asbestos Claim, multiplied by the then applicable Payment Percentage, together with a form of release approved by the Trust. Except as otherwise set forth in Section 4.3 above, the applicable Payment Percentage shall be determined at the time the Trust makes such an offer of payment under this CRP, including the application of the Maximum Annual Payment. If the Trust Claimant accepts the amount offered by the Trust and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue set forth in Section 5.2(g) below, pursuant to which the Trust shall disburse payment subject to the limitations of the Maximum Annual Payment, the Payment Percentage, and Claims Payment Ratio, if any and the other limitations set forth in Section 5.2(g)

(g) Payment of CRP Valued Asbestos Claims. CRP Valued Asbestos

Claims that have been liquidated as provided in Section 5.2(d) or 5.2(f) above, or by arbitration as provided in Section 5.9 below, or in the tort system as provided in Section 5.10 below, shall be paid in batches every three months in FIFO order based on the date their liquidation became final (the "**FIFO Payment Queue**") all such payments being subject to the applicable Payment Percentage and the Maximum Annual Payment and the Claims Payment Ratio, if any, except as otherwise provided herein. In addition to or instead of a Claims Payment Ratio, the Trustee with the consent of the TAC and the Futures Representative may offer the option of a reduced payment percentage for Category A Trust Claims and/or Category B Trust Claims in return for prompter payment (the "**Reduced Payment Option**"). Notwithstanding anything herein to the contrary, in the event that a holder or an Allowed Trust Claim has a lawsuit pending in violation of any of the injunctions set forth in the Plan, as determined by the Trust in its sole discretion, in respect of such holder's Allowed Trust Claim, under no circumstances shall the Trust pay such holder the liquidated amount of such holder's Allowed Trust Claim unless and until such holder dismisses such lawsuit and delivers to the Trust a copy of the order dismissing such party being sued in violation of any of the injunctions in the Plan in respect of such lawsuit.

Where the claimant is deceased or incompetent, and the settlement and payment of his or her CRP Valued Asbestos Claim must be approved by a court of competent jurisdiction prior to acceptance of an offer made by the Trust on the claim by the claimant's representative, such offer shall remain open so long as proceedings before that court remain pending, provided that the Trust has been furnished with evidence that the settlement offer has been submitted to such court for approval. If the offer is ultimately approved by the court and accepted by the claimant's representative, the Trust shall pay the Allowed Trust Claim in the amount so offered,

multiplied by the Payment Percentage in effect at the time the offer was first made and subject to the Maximum Annual Payment and the Claims Payment Ratio, if any.

If any CRP Valued Asbestos Claims are liquidated on the same date, the Trust Claimants' positions in the FIFO Payment Queue shall be determined by the dates of the diagnosis of the Trust Claimants' asbestos-related disease giving rise to the CRP Valued Asbestos Claims, with earlier diagnosis dates given priority over later diagnosis dates. If any CRP Valued Asbestos Claims are liquidated on the same date and the respective holders' asbestos-related diseases were diagnosed on the same date, the Allowed Trust's Claimants' positions in the FIFO Payment Queue shall be determined by the Allowed Trust Claimants' dates of birth, with older claimants given priority over younger claimants.

5.3 Categorizing Claims as Extraordinary and/or Exigent Hardship Claims

(a) Extraordinary Claims. "Extraordinary Claim" means a CRP Valued Claim that otherwise satisfies the Medical Criteria for Mesothelioma, Lung Cancer or Other Cancer set forth above or the criteria for a Non-Malignant Extraordinary Asbestosis Claim set forth below.¹ In addition to satisfying the criteria set forth in the preceding sentence, such Trust Claimant must specifically elect Individual Review pursuant to Section 5.2(f), pay the IR Fee, and demonstrate (i) that his or her exposure to asbestos was at least 75% (a) the result of exposure to an asbestos-containing product distributed, sold, installed, stored, transported, removed, or otherwise handled by Shook & Fletcher, (b) the result of services, actions or operations, including services, actions or operations, provided, completed or taken by Shook &

¹ To establish a Non-Malignant Extraordinary Asbestosis Claim, the Trust Claimant must establish (1) a diagnosis of asbestosis with ILO of 1/0 or greater or asbestosis determined by pathology, or bilateral pleural disease of B2 or greater, plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%; (2) Shook & Fletcher Exposure for a cumulative period totaling six (6) months prior to December 31, 1985, and supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.

Fletcher in connection with asbestos or asbestos-containing products, or (c) caused or allegedly caused by asbestos or asbestos-containing products, services, actions or operations for which Shook & Fletcher may otherwise be liable under any applicable law, and (ii) that there is little likelihood of a significant recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review by the Trust and, if valid, shall be entitled to an award of up to a maximum value of three (3) times the Matrix Value for the Disease Category in question (the “**Maximum Value**”), multiplied by the applicable Payment Percentage. An Extraordinary Claim, following its liquidation, shall be placed in the FIFO Payment Queue ahead of all other Trust Claims except Exigent Hardship Claims (as defined below) based on its date of liquidation and shall be subject to the Maximum Annual Payment and Claims Payment Ratio, if any.

(b) Exigent Hardship Claims. Notwithstanding any other provision herein, at any time the Trust may liquidate and pay certain Allowed Trust Claims that qualify as Exigent Hardship Claims and such Allowed Trust Claims may be considered separately no matter what the order of processing or payment otherwise would have been under this CRP. An Exigent Hardship Claim, following its liquidation, shall be placed at the head of the FIFO Payment Queue for purposes of payment, subject to the Payment Percentage, the Maximum Annual Payment and the Claims Payment Ratio, if any. An Allowed Trust Claim qualifies for payment as an “**Exigent Hardship Claim**” if the claimant elected such status on his proof of claim form and if the claim meets the Medical Criteria for Mesothelioma, Lung Cancer or other Cancer, and the Trust, in its sole discretion, determines (a) that the Allowed Trust Claimant needs financial assistance on an immediate basis based on the Trust Claimant’s expenses and all sources of available income, and (b) that there is a causal connection between the Allowed Trust Claimant’s dire financial condition and the Allowed Trust Claimant’s malignant asbestos-related disease.

5.4 Derivative Claims. If a Trust Claimant alleges a Trust Claim resulting solely from exposure to an occupationally-exposed person, such as a family member, the Trust Claimant shall elect Individual Review by the Trust and pay the IR Fee pursuant to Section 5.2(f) above and, in such a case, the Trust Claimant must establish that the occupationally exposed person would have met the exposure requirements under this CRP that would have been applicable had that person filed a direct claim against the Trust. In addition, the derivative Trust Claimant must establish that he or she is suffering from one of the four Disease Categories described in Section 5.2(e) above or an asbestos-related disease otherwise valid and cognizable in the tort system, that his or her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person experienced Shook & Fletcher Exposure, and that such Shook & Fletcher Exposure was a cause of the claimed disease. The proof of claim forms to be provided by the Trust shall include a section for derivative Trust Claims. All other liquidation and payment rights and limitations under this CRP shall be applicable to such derivative Trust Claims.

5.5 Indirect Trust Claims. Claims that are asserted against the Trust that are based upon theories of contribution, reimbursement, subrogation, indemnification or other theories of indirect liability under applicable law (“**Indirect Trust Claims**”) may not be processed or paid by the Trustee unless (a) such claim is not disallowed under Section 502(e) of the Bankruptcy Code, and (b) the holder of such claim the “**Indirect Trust Claimant**”) establishes to the satisfaction of the Trustee that (i) the Indirect Trust Claimant has paid in full the liability and obligations of the Trust to the individual to whom the Trust would otherwise have had a liability or obligation under this CRP (the “**Direct Trust Claimant**”), (ii) the Direct Trust Claimant and the Indirect Trust Claimant have forever fully released the Trust from all liability to the Direct

Trust Claimant, and (iii) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law. In no event shall any Indirect Trust Claim be liquidated and paid in an amount that exceeds what the Indirect Trust Claimant has actually paid to the related Direct Claimant in respect of such Direct Trust Claimant's claim against the Trust, nor shall any Indirect Trust Claimant have any rights against the Trust superior to the rights of the related Direct Trust Claimant against the Trust, including any rights with respect to the timing, amount or manner of payment.

The Trust shall not pay any Indirect Trust Claimant unless and until the Indirect Trust Claimant's aggregate liability for the Direct Trust Claimant's claim against the Trust has been fixed, liquidated and fully paid by the Indirect Trust Claimant by settlement (with an appropriate full release in favor of the Trust) or pursuant to a Final Order and such claim is valid under the applicable state law. In any case where the Indirect Trust Claimant has satisfied the claim of a Direct Trust 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 from the Direct Trust Claimant in form and substance satisfactory to the Trust. The Trust 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 Court shall be processed in accordance with procedures to be developed and implemented by the Trust, 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 Indirect Claimants as the Trust would have afforded the Direct Trust Claimants.

5.6 Evidentiary Requirements

(a) Medical Evidence.

(1) **In General.** With respect to CRP Valued Asbestos Claims, all diagnoses of a Disease Category shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10 years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the Trust Claimant's exposure sufficient to establish a 10-year latency period. A finding by a physician that a claimant's disease is "consistent with" or "compatible with" asbestosis will not alone be treated by the Trust as a diagnosis. In such a circumstance, the Trust will look for radiographic findings, physical examination findings, asbestos exposure history or other relevant data relied on by the physician to reach such opinion.

(2) **Credibility of Medical Evidence.** Before making any payment to a Trust Claimant holding a CRP Valued Asbestos Claim, the Trust must have reasonable confidence that the medical evidence provided in support of such claim is credible and consistent with recognized medical standards. The Trust may require the submission of x-rays, detailed results of pulmonary function tests, laboratory tests, tissue samples, results or 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 procedure 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 Shook & Fletcher or to CCR to settle similar disease cases against Shook & Fletcher prior to Shook & Fletcher'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, Trust Claimants who otherwise meet the requirements of this CRP for payment of a CRP Valued Asbestos Claim shall be paid irrespective of the results in any litigation at anytime between the Trust 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 introduced by either the Trust Claimant or the Trust in any Individual Review proceeding conducted pursuant to Section 5.2(f).

(b) Exposure Evidence

(1) **In General.** As set forth herein, to qualify for any Disease Category, Trust Claimant must demonstrate some Shook & Fletcher Exposure (which, in the case of derivative Trust Claimants, shall be Shook & Fletcher Exposure in respect of the Direct Trust Claimant). Claims based on conspiracy theories that involve no Shook & Fletcher Exposure are not compensable under this CRP.

(2) **Shook & Fletcher Exposure.** The Trust Claimant must present credible evidence that such Trust Claimant's Shook & Fletcher Exposure occurred on or before December 31, 1985. For purposes of this CRP, "**Shook & Fletcher Exposure**" means exposure to asbestos or asbestos-containing products (i) distributed, sold, installed, stored, transported, removed or otherwise handled by Shook & Fletcher, or (ii) as a result of services, actions or operations, including services, actions or operations provided, completed or taken by Shook & Fletcher in connection with asbestos or asbestos-containing products or (iii) caused or allegedly caused by asbestos or asbestos-containing products, services, actions or operations for which Shook & Fletcher may otherwise be liable under applicable law. The Trust shall consider the meaningful and credible evidence presented by the Trust Claimant, including an adequate

affidavit of the Trust Claimant, an affidavit of a co-worker or the affidavit of a family member in the case of a deceased claimant (providing the Trust finds such evidence reasonably reliable), invoices, employment, construction or similar records, or other credible evidence. The Trust may also require submission of other or additional evidence of exposure when it deems such to be necessary.

(3) **Location of Exposure.** A “Location of Exposure” with respect to a particular Trust Claimant shall mean the state in which Shook & Fletcher engaged in or conducted the type of activities described in Section 5.2(b)(2) above and where such Trust Claimant was exposed to asbestos or asbestos-containing materials. In determining the Location of Exposure for a particular Trust Claimant, the Trustee shall determine that such Trust Claimant’s exposure to asbestos-containing products or services (for which Shook & Fletcher has legal responsibility at a particular site was not *de minimus* in relationship to the Trust Claimant’s overall history of exposure to asbestos-containing products or services. In a case in which the Trust Claimant’s exposure occurred on board a vessel on the high seas to asbestos-containing products for which Shook & Fletcher has legal responsibility, the location or site at which such asbestos-containing product for which Shook & Fletcher has legal liability was installed shall be deemed to be the relevant Location of Exposure for such Trust Claimant. Trust Claims submitted without a specific identification of the Location of Exposure may be denied by the Trustee unless the Trust finds evidence submitted in support of the exposure compelling.

5.7 Claims Audit Program. The Trustee with the consent of the TAC and the Futures Representative may develop methods for auditing the reliability of medical evidence, including additional reading of x-rays and verification of pulmonary function tests, as well as the reliability of evidence of exposure to asbestos, including exposure to asbestos-containing

products distributed, sold, installed, stored, transported, removed or otherwise handled by Shook & Fletcher prior to December 31, 1985. In the event that the Trustee reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the Trust, the Trustee may decline to accept additional evidence from such provider. Further, in the event that an audit reveals that fraudulent information has been provided to the Trust, the Trustee may penalize the offending Trust Claimant or Trust 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 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 Trust Claimant or Trust Claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. §152, and seeking sanctions from the Bankruptcy Court.

5.8 Second Disease (Malignancy) Claims. The holder of a Trust Claim involving a non-malignant asbestos-related disease may file a new claim for an asbestos-related malignant disease that is subsequently diagnosed which will be entered into the FIFO Processing Queue in accordance with Section 5.2(a) as a claim separate and distinct from the non-malignant asbestos-related disease claim. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for the non-malignant asbestos-related disease.

5.9 Alternative Dispute Resolution

(a) In General. The Trustee, with the consent of the TAC and the Futures Representative, may institute binding and/or non-binding arbitration procedures in accordance

with the alternative dispute resolution procedures included in Exhibit A hereto (as the same may be amended from time to time in accordance with this CRP, the “**ADR Procedures**”) for resolving disputes concerning whether the Trustee’s rejection or denial of a CRP Valued Asbestos Claim was proper or whether the Trust Claimant’s medical condition or exposure history meets the requirements of this CRP for purposes of categorizing, Allowing and paying his or her claim.

(b) Arbitration Procedures. In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in this CRP for the Trust to consider. Pursuant to the ADR Procedures, the Trust Claimant, not the Trustee, shall elect either non-binding or binding arbitration. The ADR Procedures may be modified by the Trustee with the consent of the TAC and the Futures Representative. The arbitrator shall not return an award in excess of the Matrix Value for the relevant Disease and Location of Exposure for any CRP Valued Asbestos Claim that undergoes the arbitration process. A Trust Claimant who submits to arbitration pursuant to the ADR Procedures and who accepts the arbitral award will receive payments in the same manner as one who accepts the Trustee’s original valuation of the claim.

5.10 Litigation. Trust Claimants who hold CRP Valued Asbestos Claims and who elect non-binding arbitration pursuant to the ADR Procedures, and then reject their arbitral awards, retain the right to seek relief in the tort system pursuant to Sections 7.6 below. However, such Trust 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 Claims Materials. The Trustee, or a claims processing agent selected by the Trustee with the consent of the TAC and the Futures Representative, shall prepare suitable and efficient claims filing materials (“**Claims Materials**”) for all Trust Claims, and shall provide such Claims Materials upon a written request for such materials to the Trust. A Liquidated Trust Claim shall be deemed approved for payment with no further documentation required if such Liquidated Trust Claim was reviewed and approved by the initial Claims Review Reviewer described in Section I.D of the Claimants Agreement or Section II.C of the SBNP Settlement Agreement as amended. The proof of claim form to be submitted to the Trustee or the claims processing agent for the Trust shall include a certification by the Trust Claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. The proof of claim form shall be adopted and may be changed and additional proof of claim forms may be developed by the Trustee, with the consent of the TAC and the Futures Representative.

6.2 Content of Claims Materials. The Claims Materials shall include a copy of this CRP, such instructions as the Trustee shall approve, and a proof of claim form. If feasible, the forms used by the Trustee or the claims processing agent for 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 the Trust Claimant or the Trust Claimant’s attorney, the Trustee or the claims processing agent for the Trust may also obtain such information from electronic data bases maintained by any other asbestos claims resolution organization. However, the Trustee or the claims processing agent for the Trust shall inform the Trust Claimant that it plans to obtain information as available from

such other organizations amid may do so unless the Trust Claimant objects in writing or provides such information directly to the Trust. If requested by the Trust Claimant, the Trustee or the claims processing agent for the Trust shall accept information provided electronically, and when feasible, the Trustee shall provide processing information electronically. If requested by the Trustee, the Trust Claimant ;shall provide the Trustee or the claims processing agent for the Trust with evidence of recovery from other asbestos claims resolution organizations including the amount of the recovery.

6.3 Withdrawal of Claims. A Trust Claimant can withdraw a Trust Claim at any time upon written notice to the Trustee or the claims processing agent for the Trust, and may file another 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 the date of such subsequent filing. Except for Trust Claims held by representatives of deceased or incompetent claimants for which court approval of the Trust's offer is required, a claim will be deemed to have been withdrawn if the Trust 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 Trustee may extend this period for up to an additional six months.

6.4 Denial of a Claim for Lack of Information/Documentation. The Trustee may treat as denied any claim for which the Trust Claimant has not provided the information and supporting documentation required by the Trustee, provided that the Trust or the claims processing agent for the Trust has made two written requests for such information and/or documentation to the Trust Claimant and/or his or her attorney. In such a case, the denial shall not affect the status of the claim for statute of limitation purposes, but the Trust Claimant shall

lose his or her place in the FIFO Processing Queue. Thereafter, the claim must be filed as a new Trust Claim, with its place in the FIFO Processing Queue determined as of the date of the subsequent filing. Any dispute as to the adequacy of the information and documentation that was originally provided to the Trustee shall be resolved by the alternative dispute resolution procedures established by the Trust pursuant to Section 5.9.

6.5 Filing Requirements and Fees. The Trustee shall have the discretion to determine, with the consent of the TAC and the Futures Representative, (a) whether a Trust Claimant must have previously filed the claim in the tort system to be eligible to file the claim with the Trust and (b) whether to require (and, if required, the amount of) any filing fee for any Trust Claim.

6.6 Confidentiality of Claimants' Submissions. All submissions to the Trust by the holder of an Asbestos Claim, and any proof of claim form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Trust, and are 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 holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) of the Bankruptcy Code or other applicable law, to such other persons authorized by the holder, or in response to a valid subpoena of such materials issued by a court of competent jurisdiction. Furthermore, the Trust shall provide counsel for the holder a copy of any such subpoena promptly 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 court issuing any such

subpoena and before those courts having appellate jurisdiction related thereto. Notwithstanding anything in the foregoing to the contrary, with the consent of the TAC and the Futures Representative, the Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the Trust's judgment to preserve, litigate, resolve or settle insurance coverage, or to comply with an applicable obligation under an Asbestos Insurance Policy or an Asbestos 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 and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as provided in the agreement. Nothing in this CRP expands, limits or impairs any obligation of the Trust under any existing contract or any 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 VII.

General Guidelines for Liquidating and Paying Claims

7.1 Showing Required. To establish a valid CRP Valued Asbestos Claim, a Trust Claimant must meet the requirements set forth in this CRP. The Trust may require the submission of x-rays, laboratory tests, medical examinations or reviews, other medical evidence,

or any other evidence to support or verify the CRP Valued Asbestos Claim, and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable. The Trustee in his sole discretion may request any claimant to provide the Trustee or the claims processing agent for the Trust with supplementary information regarding such claimant's claim.

7.2 Costs Considered. Notwithstanding any provisions of this CRP to the contrary, the Trust 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 discretion 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 claim against the Trust whatever the costs, or to decline to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the Claims audit program described in Section 5.6 above.

7.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity. Consistent with the provisions hereof and subject to the FIFO Processing Queue, the FIFO Payment Queue, the Maximum Annual Payment, the Claims Payment Ratio, if any, and the Payment Percentage requirements set forth herein, the Trustee shall proceed as quickly as practicable to process and determine CRP Valued Asbestos Claims, and shall make payments to holders of such Allowed Trust Claims in accordance with this CRP promptly as funds become available and as the Allowed Trust Claims are liquidated, while maintaining sufficient resources to pay future Allowed Trust Claims in substantially the same manner, and to reserve for future

Trust Expenses. Because the Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, such decisions have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to Allowed Trust Claimants. However, the Trust shall use its best efforts to treat similar CRP Valued Asbestos Claims in substantially the same manner, consistent with the purposes of the Trust, the established allocation of funds to Category A Trust Claims and Category B Trust Claims under a Claims Payment Ratio, if any, 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 Trustee may, with the consent of the TAC and the Futures Representative, suspend the normal order of payment, and may temporarily limit or suspend payments altogether, and may offer a Reduced Payment Option as described in Section 5.2(g) above.

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 the availability of such punitive or exemplary damages in the tort system. Notwithstanding the foregoing, punitive damages arising from any action or cause of action where the applicable law is determined to be the Alabama Wrongful Death Statute shall be considered and, if applicable, Allowed, excluding, however, all punitive damages based on wanton, reckless, gross, outrageous or intentional misconducts or acts.

7.5 Interest. No pre-petition or post-petition interest shall be paid on any Trust Claim unless such interest is payable with respect to a Liquidated Trust Claim under the terms of a written settlement agreement or pursuant to applicable law.

7.6 Suits in the Tort System. If the holder of a disputed claim disagrees with the Trustee's determination regarding the Disease Category of a CRP Valued Asbestos Claim, the Trust Claimant's exposure history, or the Location of Exposure, and if the holder has first submitted the claim to the alternative dispute resolution process adopted by the Trustee pursuant to Section 5.9 above, the holder may file a lawsuit in the jurisdiction in which the Trust Claimant (i) previously filed the claim, if any, against Shook & Fletcher or CCR prior to the Petition Date; (ii) experienced Shook & Fletcher Exposure at a Location of Exposure determined pursuant to Section 5.6(b)(3) above; or (iii) resides at the time the lawsuit against the Trust is filed (the "**Claimant's Jurisdiction**"). Such lawsuit must be filed by the Trust Claimant in her 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 Shook & Fletcher) shall be available to both sides at trial; however, the Trustee may waive any defense and/or concede any issue of fact or law. If the Trust Claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim was filed, the case will be treated as a personal injury case with all personal injury damages to be considered even if the Trust Claimant has died during the pendency of the claim.

7.7 Payment of Judgments for Money Damages. If and when a claimant obtains a judgment in the tort system with respect to a CRP Valued Asbestos Claim, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the Trust Claimant shall receive from the Trust an initial payment (subject to the Payment Percentage, the Maximum Annual Payment and the Claims Payment Ratio, if any) of an amount equal to one-hundred percent (100%) of the greater of (i) the Trustee's last offer to the Trust Claimant or (ii) any award that the Trust Claimant declined in an alternative dispute

resolution process conducted by the Trust. The Trust Claimant shall receive the balance of the judgment, if any, in five equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the Payment Percentage, the Maximum Annual Payment and the Claims Payment Ratio, if any). In no case, however, shall the amount payable under this provision exceed three times the relevant Matrix Value, nor shall interest be paid on any judgments against the Trust obtained in the tort system.

7.8 Releases. The Trustee 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 Trust Claimants against other tortfeasors without increasing the risk or amount of Trust Claims for indemnification or contribution from the Trust. As a condition to making any payment to a Trust Claimant, the Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law. In the case of a Liquidated Trust Claimant, the Trust may require the attorney representing such Liquidated Trust Claimant to certify to the Trust that such attorney has in his or her possession such release by such Liquidated Trust Claimant as a condition to making any payment on such Liquidated Trust Claimant's Liquidated Trust Claim. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a Trust Claimant shall constitute such a release.

7.9 Third-Party Services. Nothing in this CRP 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 CRP Valued Asbestos Claims are based on the relevant provisions of this CRP, including the Diseases Categories, Medical/Exposure Criteria, Matrix Values and Locations of Exposure set forth above.

SECTION VIII.

Miscellaneous

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

8.2 Severability. Should any provision contained in this CRP 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 CRP. Should any provision contained in this CRP be determined to be inconsistent with or contrary to Shook & Fletcher's obligations to any insurance company providing insurance coverage to Shook & Fletcher in respect of Trust Claims for personal injury based on Shook & Fletcher Exposure, no payment shall be made by the Trust in respect of any such claim from proceeds from said insurance coverage.

8.3 Governing Law. Except for purposes of determining the liquidated value of any Trust Claim, administration of this CRP shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the liquidation of Trust Claims under this CRP, or pursuant to arbitration or litigation in the tort system, shall be the law of the Claimant's jurisdiction as described above in Section 7.6. Any reference to the tort system herein shall refer to the United States tort system.

As of January 31, 2011

Exhibit A

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST

ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

Pursuant to Section 5.9 of the Shook & Fletcher Asbestos Settlement Trust Claims Resolution Procedures the (“*CRP*”), the Shook & Fletcher Asbestos Settlement Trust (the “*Trust*”) hereby establishes the following Alternative Dispute Resolution (“*ADR*”) procedures to resolve all present and future CRP Valued Asbestos Claims as that term is defined in the CRP. All capitalized terms herein shall be as defined and/or referenced within the CRP.

I. OVERVIEW

The Trust shall appoint a private adjudication coordinator (the “*Private Adjudication Coordinator*”), at the cost of the Trust, to administer these ADR procedures. To initiate these procedures, the claimant must make a written request to the Trust. The documents necessary for a claimant to pursue the ADR process will be available on the Trust’s website. Additionally, a claimant may request such documents from the Trust and, within twenty (20) days of a claimant’s request for ADR, the Trust will send the claimant an ADR packet containing all such documents. These ADR procedures shall not be construed as imparting to any claimant any substantive or procedural rights beyond those conferred by the CRP.

The ADR process available to the claimant includes both non-binding and binding elements. In addition, there are mandatory as well as voluntary options to be utilized by the claimant and the Trust in proceeding toward settlement. These ADR procedures must be pursued by claimants on an individual basis. As a general matter, claims of different claimants cannot be grouped together even if the claimants are represented by the same counsel, unless the Trust, in its sole discretion, decides it would be expeditious to conduct ADR proceedings with respect to more than one claim involving differently exposed claimants with those claimants’ representative. In such a case, however, the arbitrator, mediator or other neutral must individually value the portion of each such claim for which Shook & Fletcher bears legal responsibility, using the valuation factors set forth in Section 5.2(f) of the CRP, and the claimants’ positions in the FIFO Processing Queue and FIFO Payment Queue must be separately maintained.

The requisite steps in the ADR process are as follows, in order:

Mandatory ADR Proceedings (Two Stages)

Stage One (Claimant Must Select One):

1. Pro Bono Evaluation
2. Mediation

**Stage Two: Arbitration (Binding or Non-Binding)
Initiation of ADR**

These ADR procedures and the following shall be available on the Trust's website:

1. A Summary Outline of the ADR procedures with the time limits identified;
2. Form Affidavit of Completeness;
3. Election Form for Pro Bono Evaluation;
4. Request for Mediation Form;
5. Election Form and Agreement to submit to Binding Arbitration; and
6. Election Form and Agreement to submit to Non-binding Arbitration.

Additionally, a claimant may request ADR to the Trust and, within twenty (20) days of receiving such request for ADR, the Trust will send the claimant an ADR packet containing a copy of these procedures and the preceding items.

A claimant who wishes to proceed through the ADR process must engage in one of the two ADR options (pro Bono evaluation or mediation) before any form of arbitration. Only after either party rejects a non-binding arbitration award may a claimant then proceed to commence a lawsuit in the tort system. **It is the claimant's responsibility to comply with all time deadlines set forth herein. Although the deadlines may be extended by agreement, the failure of the claimant to comply with a deadline without obtaining an extension will result in withdrawal of such claimant's claim as provided below. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the Trust shall send such claimant written notice of the failure to comply. If the claimant does not take the specified action on the claim, then thirty (30) days thereafter such claim will be deemed withdrawn and such claim shall be removed from the FIFO Processing Queue or FIFO Payment Queue, as applicable.**

If the claimant requests arbitration, either binding or non-binding, the Trust shall execute the appropriate election form and agreement. If both parties agree to binding arbitration, then the claimant and the Trust waive their respective rights to seek a jury trial as set forth in the CRP.

If either party rejects a non-binding arbitration award, and the claimant has otherwise complied with the requirements of these ADR procedures and the Plan, then the claimant may commence a lawsuit against the Trust in the Claimant's Jurisdiction, as that term is defined in Section 7.6 of the CRP.

II. ADR PROCEEDINGS SUMMARY

A. Showing Required

As set forth in the CRP, in order to establish a valid CRP Valued Asbestos Claim, a claimant must among other things make a demonstration of exposure to asbestos-containing products or services for which Shook & Fletcher Insulation Co. (“*Shook & Fletcher*”) bears legal responsibility.

Notwithstanding anything herein to the contrary, in the event that a claimant’s claim does not meet all the Medical/Exposure Criteria set forth in Section 5.2(e) of the CRP for one of the four Disease Categories and if the pro bono evaluator, mediator, or arbitrator, as applicable, is satisfied that such claimant has presented a claim that would be cognizable and valid in the tort system, the pro bono evaluator, mediator, or arbitrator, as applicable, may nevertheless award such claimant an amount based on the historic liquidated value of other similarly situated claims in the tort system for the same Disease Category, up to the Matrix Value (unless the claim qualifies as an Extraordinary Claim, in which case the award shall not exceed the Maximum Value), subject to the applicable Payment Percentage, Maximum Annual Payment and the Claims Payment Ratio, if any, based on Location of Exposure for the Disease Category closest to such claimant’s asbestos-related disease.

B. Information Provided

The Private Adjudication Coordinator will provide the pro bono evaluator, mediator, or arbitrator, as applicable, with a complete schedule of categories of injuries and values assigned thereto in the Compensable Disease Matrix, along with the Maximum Values for Extraordinary Claims, as provided in the CRP. In addition, if the claim does not meet the presumptive Medical/Exposure Criteria for the Disease category in question, the Private Adjudication Coordinator shall provide the pro bono evaluator, mediator or arbitrator, as applicable, with the historically liquidated values of other similarly situated claims in the tort system for the applicable Disease Category, as provided by the Trust and determined in accordance with Section 5.2(f)(iv).

C. Pro Bono Evaluation

This ADR alternative consists of an evaluation of the claim by an evaluator selected from a pro bono panel. The panel shall be comprised of asbestos litigation attorneys mutually agreed upon between the Trust Advisory Committee (the “*TAC*”), the Futures Representative (“*FR*”) and the Trustee. The TAC will be provided, on a quarterly basis, with a list of the pro bono panelists. Each evaluation will have a pro bono evaluator randomly selected by the Private Adjudication Coordinator from the list of pro bono panelists. Within fifteen (15) days of the claimant’s request for the pro bono evaluation, the individual pro bono evaluator shall be randomly chosen from the approved panel.

A pro bono evaluation will be done by document submission. The identity of the pro bono evaluator will not be disclosed to the claimant or the claimant's attorney. The Trust encourages identification of and not anonymity as to the alleged injured party so that medical records can be transmitted in their original form. The Private Adjudication Coordinator will communicate to the parties the pro bono evaluator's written evaluation. The parties will communicate their respective rejection or acceptance of settlement upon terms of the written evaluation. If either or both parties reject settlement upon those terms, then the claimant may submit an Election Form and Agreement for Binding or Non-binding Arbitration.

D. Mediation

The claimant may request telephone mediation as an ADR alternative. This process will require the detailed written submissions to familiarize the mediator with the respective positions. The Trust shall establish and maintain a list of qualified regional mediators compensated by the Trust. The Private Adjudication Coordinator shall select a qualified mediator from the list based upon location of claimant within fifteen (15) days after receipt of the Request for Mediation Form signed by the claimant and the Trust.

Claims shall be handled by each mediator in the order received by him or her, to the extent practicable. Any party may be represented by legal counsel. The mediator shall review the claim and the positions of the parties, such information as the parties may wish to submit as to a fair and equitable settlement, and all documents and medical reports relevant to the claim as submitted by the parties. At least five (5) business days, prior to the mediation conference, claimant and the Trust shall each submit to the mediator a detailed written submission consisting of a confidential statement outlining the claimant's medical condition, exposure to Shook & Fletcher products or services and each party's detailed position on overall claim value for which Shook & Fletcher bears legal responsibility. The mediator shall confer with the parties and/or their legal representatives, individually and jointly. Such conference shall be conducted by telephone unless both parties agree otherwise. A representative of the Trust with settlement authority must participate in the conference. The mediator may request, but not require, that the claimant personally participate in the conference. Such conference shall be in the nature of a settlement conference. The mediator shall work with both sides toward reaching an acceptable, reasonable settlement. The mediator does not have the authority to impose a settlement on the parties. Ten (10) days after the conclusion of the mediation, if the parties have not settled the matter, the claimant may submit to the Trust an Election Form for Agreement and Binding or Non-binding Arbitration.

E. Binding and Non-Binding Arbitration Procedures

Upon completion of either pro bono evaluation or mediation, the claimant may request non-binding and/or binding arbitration. Binding arbitration will be conducted in the "final offer" format, also known as "baseball style" arbitration.

If the claim is arbitrated in either the binding or non-binding format, then the arbitrator shall return an award no greater than the Matrix Value for the relevant Disease Category set forth in Section 5.2(e) of the CRP for the injury in question (or the Disease Category closest to such Claimant's asbestos related disease, if applicable), unless the claim qualifies as an Extraordinary Claim pursuant to Section 5.3(a) of the CRP. If the claim qualifies as an Extraordinary Claim, the arbitrator shall return an award no greater than three times the Matrix Value for such claims as also set forth in Section 5.3(a) of the CRP (and referred to therein as the "Maximum Value").

If the claimant requests arbitration, either binding or non-binding, then the Trust shall execute the appropriate Election Form and Agreement. The Trust may not decline the claimant's election of either binding or non-binding arbitration, but reserves all rights to reject any award in a non-binding arbitration proceeding. If the parties agree to engage in binding arbitration, then the claimant and the Trust waive their respective rights to seek a jury trial as set forth in the CRP.

III. RULES GOVERNING PRO BONO EVALUATION AND MEDIATION

Within ninety (90) days of a claimant's filing of the proof of claim form with the Trust electing Individual Review, the claimant must elect one of either the pro bono evaluation or mediation ADR procedures and return the appropriate form to the Trust along with an executed Affidavit of Completeness.

A. Rules Governing Pro Bono Evaluation

1. Election and Time Limits

- a.** If the claimant chooses pro bono evaluation, then within ninety (90) days of claimant's filing of the proof of claim form with the Trust electing Individual Review, the claimant must send the Trust the Election Form for Pro Bono Evaluation. (*See Attachment A*). The claimant or his/her attorney shall personally sign the Election Form for Pro Bono Evaluation.
- b.** The claimant must also sign an Affidavit of Completeness (*See Attachment B*) and return it to the Trust with a copy to the Private Adjudication Coordinator within ninety (90) days of claimant's filing of the proof of claim form with the Trust electing Individual Review. The claim will not proceed until the Trust has received a completed election form and Affidavit of Completeness from the claimant. The Affidavit of Completeness shall verify that all information to be considered in the ADR process has been provided to the Trust while the claim was under review by the Trust.

- c. After receiving the signed election form and Affidavit of Completeness, the Trust shall review and sign the election form within five (5) business days of receipt.
- d. Within fifteen (15) days from the date the Trust notifies the claimant's counsel of the Trust's consent to the election form, the Trust shall send a copy of the signed election form, the Affidavit of Completeness together with complete copies of all materials submitted to the Trust by the claimant and factual information in the Trust file, if any, gathered by the Trust from other sources, and a completed Affidavit of Accuracy to the claimant's counsel and the Private Adjudication Coordinator who will forward the materials to the selected pro bono evaluator at the time the evaluator is selected. The Trust may not send the Private Adjudication Coordinator any materials in the Trust file that have not previously been provided to the claimant.

2. Selection of the Pro Bono Evaluator

Within fifteen (15) days of the date the Private Adjudication Coordinator received the claimant's election agreement, the Private Adjudication Coordinator shall randomly select the pro bono evaluator from the list of pro bono panelists and notify the parties that the evaluator has been designated without disclosing the identity of the evaluator. The pro bono evaluator shall be selected from a panel of asbestos litigation plaintiff attorneys who have volunteered to serve the Trust at the request of the TAC and the FR. Pro bono assignments will be made on a rotating basis.

The identity of the pro bono evaluator shall not be disclosed to the claimant and the claimant's attorney. The identity of the claimant should be disclosed so that medical records can be transmitted in their original form.

3. Submission of Written Arguments

Fifteen (15) days after the Trust sends the complete file materials to the Private Adjudication Coordinator, the claimant and the Trust shall simultaneously exchange and submit written arguments to the Private Adjudication Coordinator. The Private Adjudication Coordinator will immediately forward the written arguments to the pro bono evaluator. The written arguments shall comply with the following rules:

- a. The argument shall not exceed ten (10) double spaced typewritten pages. The argument may not introduce factual matter not contained in the documents in the Trust's file. The evaluator shall disregard any argument that does not comply with this rule.

- b. When a party fails to submit the written argument within the fifteen (15) days, the party waives written argument and the pro bono evaluator shall disregard any argument received after that time.

4. Evaluation of Documents

The pro bono evaluation is only a document review with the complete anonymity of the pro bono evaluator preserved. The documents that the pro bono evaluator may consider shall be limited to the following:

- a. The documents in Trust's file forwarded to the pro bono evaluator.
- b. The claimant's Affidavit of Completeness and the Trust's Affidavit of Accuracy.
- c. The written arguments of the claimant and the Trust that comply with the rules for written arguments set forth above.

5. Written Evaluation and Procedure for Acceptance/Rejection

Within fifteen (15) days after the submission of written arguments, the pro bono evaluator shall submit a written evaluation of the claim to the Private Adjudication Coordinator who will promptly mail it to the parties.

Within fifteen (15) days after receipt of the pro bono evaluator's written evaluation, the claimant and the Trust will each communicate in writing to the Private Adjudication Coordinator whether they will accept the amount of the pro bono evaluator's written evaluation to settle the claim. If both parties accept, then the Private Adjudication Coordinator will immediately inform both parties they have achieved a settlement and the Trust shall pay the claim pursuant to the CRP. If either or both parties reject the pro bono evaluator's written evaluation, then within five (5) business days of receipt of both parties' written communication, the Private Adjudication Coordinator shall send each party a notice of rejection of pro bono evaluator's written evaluation that will not indicate whether the opposing party has accepted or rejected the pro bono evaluator's written evaluation amount.

6. Arbitration May Proceed After Rejection of Pro Bono Evaluator's Written Evaluation

Within sixty (60) days after receipt of the notice of rejection of pro bono evaluator's written evaluation, the claimant may request arbitration by returning to the Trust a signed Election Form and Agreement for either Binding or Non-binding Arbitration.

B. Rules Governing Mediation

1. Election

If the claimant chooses mediation rather than the pro bono evaluation, then the claimant shall submit to the Trust a signed Request for Mediation Form (*See Attachment C*) along with an executed Affidavit of Completeness within ninety (90) days of claimant's filing of the proof of claim form with the Trust electing Individual Review. Within five (5) business days of the Trust's receipt of the signed Request for Mediation Form, the Trust shall review and sign the form and forward a signed copy along with an executed Affidavit of Accuracy to the claimant and the Private Adjudication Coordinator.

2. Selection of Mediator

Within fifteen (15) days of the Private Adjudication Coordinator's receipt of the signed Request for Mediation Form, the Private Adjudication Coordinator shall retain a mediator from the approved list of mediators. The Private Adjudication Coordinator shall select the mediator based upon the region in which the claimant is located. The mediator shall be compensated by the Trust. The Private Adjudication Coordinator shall schedule a mediation conference within sixty (60) days after receipt of the signed request for mediation form. The mediation will be conducted by telephone conference unless the parties agree otherwise. Scheduling of the conference shall be coordinated with the mediator and the conferences shall take place in the order received by the mediator, to the extent practicable.

3. Submission of Materials to Mediator

At least five (5) business days prior to the mediation conference, the claimant and the Trust shall each submit to the mediator detailed written submissions consisting of a confidential statement outlining the claimant's medical condition, exposure to Shook & Fletcher products or services, and each party's position on overall claim value. The parties may also submit to the mediator documents and medical reports that they believe are relevant to the claim. The mediator shall review the claim and the positions of the parties and the other information that the parties submit prior to the mediation conference. The mediation briefs shall comply with the following rules:

- a.** The submission should not exceed ten (10) double spaced typewritten pages exclusive of attachments.
- b.** The submission may not introduce factual matter not contained in the documents in the Trust's file as certified by the Affidavit of Completeness.

4. Mediation Conference

Any party may be represented by legal counsel at the mediation conference. The mediator shall confer with the parties legal representatives and, if the claimant is present and consents, with the claimant. A representative of the Trust with settlement authority must participate in the conference. The mediator may request, but not require, that the claimant personally participate in the conference.

5. Negotiations at the Mediation Conference

The mediator may facilitate settlement in any manner the mediator believes is appropriate. The mediator will help the parties focus on their underlying interests, explore resolution alternatives and develop settlement options. The mediator will decide when to hold joint conferences, and when to confer separately with each party.

The parties are expected to initiate and convey to the mediator proposals for settlement. Each party shall provide a rationale for any settlement terms proposed. Finally, if the parties fail to develop mutually acceptable settlement terms, before terminating the procedure, and only with the consent of the parties, (a) the mediator may submit to the parties a final settlement proposal; and (b) if the mediator believes he/she is qualified to do so, the mediator may give the parties an evaluation (which if all parties choose, and the mediator agrees, may be in writing) of the likely outcome of the case if it were tried to final judgment, subject to any limitations under the Plan, the CRP and ethical codes.

6. Confidentiality of Mediation

The entire mediation process is confidential. Unless agreed among all the parties or required to do so by law, the parties and the mediator shall not disclose to any person who is not associated with participants in the process, including any judicial officer, any information regarding the process (including pre-process exchanges and agreements), contents (including written and oral information), settlement terms or outcome of the proceeding.

Under this procedure, the entire process is a compromise negotiation subject to Federal Rule of Evidence 408 and all state counterparts, together with any applicable statute protecting the confidentiality of mediation. All offers, promises, conduct and statements, whether oral or written, made in the course of the proceeding by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential. Such offers, promises, conduct and statements are privileged under any applicable mediation privilege and are inadmissible and not discoverable for any purpose, including impeachment, in litigation

between the parties. However, any written or oral information or other materials submitted to the mediator by either the Trust or the claimant may be submitted by either party to the arbitrator in an arbitration that takes place under these ADR procedures. In addition, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable solely as a result of its presentation or use during the mediation.

The exchange of any tangible material shall be without prejudice to any claim that such material is privileged or protected as work-product within the meaning of Federal Rule of Civil Procedure 26 and all state and local counterparts.

The mediator and any documents and information in the mediator's possession will not be subpoenaed in any such investigation, action or proceeding, and all parties will oppose any effort to have the mediator or documents subpoenaed. The mediator will promptly advise the parties of any attempt to compel him/her to divulge information received in mediation.

7. Submission of Written Offers After Mediation

At the conclusion of the mediation, the mediator shall require the parties to exchange written settlement offers that shall remain open for ten (10) days. If after the expiration of that ten (10) day period neither party accepts the other's written offer or the parties do not otherwise settle the matter, then the claimant may request binding or non-binding arbitration by sending to the Trust the appropriate signed Election Form and Agreement for either Binding or Non-binding Arbitration within ten (10) days of the expiration of the written settlement offers.

IV. RULES GOVERNING NON-BINDING AND BINDING ARBITRATION

A. Election by the Trust

The Trust shall review the Election Form and Agreement for Binding or Non-binding Arbitration (*See Attachment D and Attachment E*) and within five (5) business days of receipt the Trust shall sign such agreement and shall immediately send a fully signed Arbitration Agreement to the Private Adjudication Coordinator.

B. Selection of the Arbitrator

1. As soon as reasonably possible after the receipt of the signed Arbitration Agreement, but no more than fifteen (15) days after the receipt of the signed arbitration agreement, the Private Adjudication Coordinator shall select three potential arbitrators from a rotating list kept by the Private Adjudication Coordinator. Arbitrator's assignments will be made on a

rotating basis nationally, by the Private Adjudication Coordinator. The Private Adjudication Coordinator shall promptly notify the arbitrator and the parties of the potential arbitrators' selection. If a potential arbitrator is unable or unwilling to serve, then a replacement selection will be made prior to notifying the Trust and the claimant of the potential arbitrators selected.

2. Within seven (7) days of receipt of the list of potential arbitrators, the Trust may select, and identify to the Private Adjudication Coordinator, one potential arbitrator to be stricken from the list. The Private Adjudication Coordinator shall then promptly notify the claimant of the Trust's selection, whereupon, within seven (7) days of the receipt of such notification, the claimant may select, and identify to the Private Adjudication Coordinator, a second potential arbitrator to be stricken from the list. The Private Adjudication Coordinator shall then notify all parties which potential arbitrator remains and will conduct the arbitration. If either the Trust or the claimant, or both, fails to exercise the right to strike an arbitrator from the list of potential arbitrators, the Private Adjudication Coordinator shall appoint from those potential arbitrators remaining the arbitrator next in rotation on the Trust's rotating list.
3. Any appointed arbitrator shall disclose to the Private Adjudication Coordinator any circumstances likely to affect impartiality including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or representatives. Upon receipt of such information from the arbitrator or another source, the Private Adjudication Coordinator shall communicate the information to the parties and, if the Private Adjudication Coordinator deems necessary, to the arbitrator and others. Upon objection of a party to the continued service, the Private Adjudication Coordinator shall determine whether the arbitrator should be disqualified and shall inform the parties of the decision, which shall be final.

C. Extraordinary Claims

In the event that the pro bono evaluator or the mediator, as applicable, has determined a claim to be an Extraordinary Claim, the Private Adjudication Coordinator shall forward to the arbitrator the written decision of the pro bono evaluator or the mediator, as applicable, and the parties may submit a final request that exceeds the values ascribed to the type of injury in the Compensable Disease Matrix up to three (3) times the Matrix Value. In such circumstances, the arbitrator may issue an award in accordance with such final offer/request.

In the event that Trust or the claimant disputes the determination by the pro bono evaluator or mediator, as applicable, of whether a claim has extraordinary status, the arbitrator shall not be informed of the rationale of the decision of the pro bono evaluator or the mediator, as applicable, and shall re-examine the status of such

claim. If the arbitrator determines that such claim is not an Extraordinary Claim, the arbitrator shall not award such claim an amount in excess of the Matrix Value assigned to the appropriate Disease Category set forth in Section 5.2(e) of the CRP for the injury in question. If the arbitrator determines that such claim is an Extraordinary Claim, the arbitrator may award such Extraordinary Claim an amount that exceeds the values ascribed to the type of injury in the Compensable Disease Matrix up to three (3) times the Matrix Value for the injury in question.

D. Final Offer or “Baseball Style” Binding Arbitration

All binding arbitration shall be conducted in the “final offer” format, also known as “baseball style” arbitration. In the course of submitting the arbitration materials, as explained in these rules, the parties shall submit their final offer of settlement which shall also serve as the party’s demand for arbitration award. The arbitrator must choose from one of these two demands in determining the amount of the arbitration award.

E. Submission of Pre-Hearing Statements

Within twenty (20) days of the appointment of an arbitrator each party shall submit to the opposing party and to the arbitrator a written statement (not to exceed ten (10) double spaced pages) containing that party’s positions and arguments. Each party may then submit a supplement to its written statement (not to exceed five (5) double-spaced pages) following the initial pre-hearing conference to respond to the opposing party’s positions and arguments and addressing issues raised at the initial pre-hearing conference. Supplements must be sent to the opposing party and to the arbitrator within ten (10) days after the date of the pre-hearing conference.

F. Initial Pre-Hearing Conference, Scheduling Hearing Date, Optional Video Conference for Arbitration Hearing

1. Within fifteen (15) calendar days of the receipt of both party’s briefs, the Private Adjudication Coordinator shall contact the claimant, the arbitrator, and the Trust to schedule the initial pre-hearing conference. The pre-hearing conference shall be presided over by the arbitrator and held by telephone conference call.
2. During the initial pre-hearing conference, the arbitrator shall schedule the date and select the location of the arbitration hearing either at the location of the arbitrator or a location mutually agreeable by the parties. The arbitration hearing should be scheduled not less than twenty (20) days, and not more than forty (40) days, from the date of the initial pre-hearing conference. The Private Adjudication Coordinator will mail a confirmation notice of this date to the claimant and the Trust.

3. At the election of the claimant, the arbitration hearing may be conducted by video conference. If the claimant so elects, then the claimant must state that election in writing prior to the initial pre-hearing conference. The Private Adjudication Coordinator will make appropriate arrangements for the Trust and the arbitrator to participate by video conference. The Trust shall pay for its and the arbitrator's cost for use of video conference equipment and facilities. The claimant shall only be responsible for his/her costs (including participation by claimant's counsel).
4. During the initial pre-trial conference, the arbitrator shall seek to achieve agreement between the parties on:
 - a. narrowing the issues (through methods including but not limited to stipulation of facts);
 - b. whether the claimant will appear at the hearing (at the claimant's sole discretion);
 - c. any legal issues;
 - d. and any other matters that will expedite the arbitration proceedings.

If appropriate or if the parties do not agree on these issues, then the arbitrator must issue orders governing the process.

G. No Discovery With Limited Exceptions

There shall be no discovery except as specifically provided below. The purpose of the arbitration is to resolve differences between the Trust and the claimant based only on the documents that have been previously submitted to the Trust by the claimant and any other documents relied upon by the Trust to make a settlement offer to the claimant or to disallow the claim. However, if the Trust commissions an independent medical examination or a third-party medical review upon which the Trust relies in evaluating the claimant's claim, then the claimant may depose the medical professional conducting the review or examination after having a reasonable opportunity to study any report or written opinion generated by the medical professional.

H. No Record of Proceedings Unless Requested by Arbitrator

There will be no record or transcript of the proceedings unless and except the arbitrator requests a transcript to assist him/her in reviewing the evidence or otherwise to aid in the decision making process. In the event an arbitrator requests a transcript prior to the arbitration, then the Trust shall arrange for a court reporter and shall pay all expenses associated with the preparation of the transcript. In no event, however, will the transcript be made available to the

parties, nor shall any time required for preparation of the transcript affect the time for the arbitrator to render a decision.

I. Postponement of Hearing

The arbitrator for good cause may postpone any hearing upon the request of a party or upon the arbitrator's own initiative, and shall also grant such postponement when all of the parties agree.

J. Duration of Hearings

The arbitrator shall complete the hearing in one day except for good cause shown. The arbitrator shall set time limits on the respective presentations, and shall enforce those set limits. The parties shall request no more than three hours apiece for presentation of their cases.

K. Procedure at Arbitration Hearing

1. Testimony Under Oath or Affirmation

If the claimant or any other witness testifies, such testimony shall be under oath or affirmation administered by the arbitrator.

2. Conduct of Hearing

At the opening of the arbitration hearing, the arbitrator shall make a written record of the time, place, and date of the hearing, and the presence of the parties and counsel.

3. Evidence

a. Rules of Evidence: The arbitrator is not required to apply the rules of evidence used in judicial proceedings, provided, however that the arbitrator shall apply the attorney-client privilege and the work product privilege. The arbitrator shall determine the applicability of any privilege or immunity and the admissibility, relevance, materiality and weight of the evidence offered.

b. Admission of Evidence: The evidence that the arbitrator may consider shall be limited to the following:

- (i) The documents supplied to the Trust prior to the execution of the Affidavit of Completeness;
- (ii) Non-binding or binding arbitration election agreement;
- (iii) Testimony of the claimant. The claimant may offer evidence regarding the nature and extent of compensable

damages, including physical injuries. The Trust may cross-examine on these issues. At the claimant's option, a claimant's deposition, including videotaped testimony, shall be admissible into evidence in lieu of live testimony.

- (iv) Any additional deposition testimony taken by the Trust or the claimant, and provided to both sides, prior to the initiation of ADR.
- (v) Any evidence submitted in mediation.
- (vi) Arguments of the claimant and the Trust. The arguments shall be limited to the evidence contained and the issues raised in the documents or testimony referred to above and shall be limited to ½ hour for each party. The arbitrator shall disregard any effort to introduce further evidence or issues in argument.

L. Arbitration in the Absence of a Party or Representative

The claimant may choose whether or not to attend the arbitration in person in his/her sole discretion. The arbitration may proceed in the absence of any party or representative who, after due notice, chooses not to be present, fails to be present or fails to obtain a postponement if he/she desires to be present but cannot. An award shall not be made against a party solely for the failure to appear. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award.

M. Conclusion of Hearing and Submission of Post-Hearing Briefs

When the parties state that they have no farther evidence or witnesses to offer, and after the parties have made their closing arguments, if any, the arbitrator shall declare the hearing closed. Post-hearing briefs will be permitted only upon order of the arbitrator and shall be served upon the arbitrator no later than ten (10) ten days after the hearing is closed. Such briefs shall be no longer than five (5) double spaced pages. The time limit within which the arbitrator is required to make the award shall commence to run upon the closing of the hearing or the submission of post-hearing briefs, whichever is later.

N. Option to Waive Oral Hearings

The parties may request a waiver of oral hearings. Oral hearings will only be waived if all parties consent.

O. Arbitration Decision

1. The arbitrator shall issue a decision no later than fifteen (15) calendar days after the date of the close of the hearing or submission of post-hearing briefs, whichever is later.
2. The decision shall state only the amount of the award, if any. The decision shall not state reasons for the award. An arbitrator shall not be permitted to award punitive, exemplary, trebled or other like damages or attorneys' fees, and prejudgment and post-judgment interest and costs shall not be sought or allowed. Notwithstanding the foregoing, the arbitrator shall be permitted to consider and allow punitive damages arising in any action or cause of action where the applicable law is determined to be the Alabama Wrongful Death Statute; excluding, however, damages based on wanton, reckless, gross, outrageous or intentional misconducts or acts. The award shall dispose of all monetary claims presented to the arbitrator and shall determine fully the only issue to be decided pursuant to the arbitration agreement: the amount, if any, at which the claim value should be fixed. To assist the arbitrator, the Private Adjudication Coordinator will provide the arbitrator a schedule setting forth the Disease Categories values associated with each category and the Maximum Value for Extraordinary Claims. Unless the Trust has determined that a claim is entitled to extraordinary treatment during the claims review process, the arbitrator's award shall not exceed the amount for the appropriate Disease Category in the Compensable Disease Matrix.

P. Payment of Award

Pursuant to the terms of the arbitration agreement, the Trust will promptly send to the claimant the appropriate release. Upon receipt of the release by the Trust, the Trust will then pay the claim based upon the binding or, if accepted by both parties, the non-binding award, in accordance with the CRP provisions in effect at that time.

Q. Rejection of Non-Binding Award

1. A party in a non-binding arbitration proceeding that wishes to reject the award must notify the other party within thirty (30) days from the date a non-binding award is issued. If no rejection is received or sent by the Trust, then the decision will stand and the award will be deemed accepted by both parties and the Trust will promptly send to the claimant the appropriate release. Upon receipt of the release by the Trust, the Trust will then pay the claim in accordance with the CRP provisions in effect at that time.

2. Procedure for Rejected Award

a. Rejection by Claimant

If claimant has sent the Trust timely notification of rejection of a non-binding award and wishes to pursue the claim, then the claimant must notify the Trust through correspondence postmarked no later than twenty (20) days from the date of the non-binding award. If notification is received within the twenty (20) day deadline and claimant wishes to pursue the claim, then the Trust will within fifteen (15) days of receipt of this notification send the claimant an authorization to commence litigation.

b. Rejection by Trust

If the Trust rejects the non-binding award, then claimant may elect binding arbitration or request that the Trust forward the authorization to commence litigation.

V. GENERAL ADR PROCEDURES GOVERNING PRO BONO EVALUATION, MEDIATION, NON- BINDING ARBITRATION, AND BINDING ARBITRATION

A. ADR Submissions

The claimant's submissions (with the exception of the binding arbitration's written argument) will be reviewed by the Private Adjudication Coordinator before they are submitted to the pro bono evaluator, mediator or arbitrator. If they contain materials not previously submitted in support of the claim, then the Trust claims department will review the additional information and determine the effect, if any, it would have on the Trust's evaluation of the claim. In appropriate situations, a new offer may be made by the Trust to the claimant.

If an attorney or other agent represents the claimant, both the attorney (or agent) *and* the claimant must also sign the Election and Agreement for Binding Arbitration. The attorney or agent may not sign in place of, or for, the claimant unless the claimant is incapacitated, incompetent or deceased and the attorney or agent has been designated legally to act on the claimant's behalf. Documentation of this legal designation will be required.

B. No Grouping or Bundling of Claims

As a general matter, there shall be no grouping or bundling of claims by separate claimants at any stage of the ADR or arbitrations even if the claims are related and/or the claimants have the same counsel. Each claimant must proceed individually through the ADR and arbitration processes with all claims that claimant may have or represent. This provision is intended to separate claims of different exposed persons and has no effect upon multiple claims brought by a claimant's representative, such as heirs of a deceased worker. However, the

Trust, in its sole discretion, may decide that it would be expeditious to allow the conduct of arbitration proceeding with respect to more than one claim of different exposed persons, provided that the arbitrator individually values each such claim in accordance with the valuation factors set forth in Section 5.2(f) of the CRP, and the respective claimants' separate positions in the FIFO Processing Queue and FIFO Payment Queues are maintained.

C. No *Ex Parte* Communication

There shall be no *ex parte* communication between the arbitrator or pro bono evaluator and any counsel or party in any matter. All correspondence between the arbitrator or pro bono evaluator and the parties will be facilitated by the Private Adjudication Coordinator.

D. Claims and Defenses

All available claims and defenses which exist under the law subject to the claimant's election under the CRP shall be available to both sides.

E. Costs of ADR

1. ADR Expenses

The Trust will pay the mediator's fee of \$250.00 per claim for mediating, and the arbitrator's fee of \$250.00 per claim for non-binding or binding arbitration. Notwithstanding the foregoing, if the length of the hearing exceeds one hour, the Trust will pay the mediator or arbitrator, as applicable, a reasonable fee based on the length of the hearing; provided, however that in no case shall such fee exceed \$2,000.00 per claim. The pro bono evaluator is a volunteer and thus no fee will be incurred. The Trust will assume costs of meeting and hearing facilities for arbitration. Claimants will pay their costs and attorney fees, including any expenses incurred should the claimant testify.

2. Filing Fee

The claimant making a request for pro bono evaluation or mediation shall have paid the IR Fee, unless the Trust with the consent of the TAC and the Future Claimants' Representative decide that it would be in the best interests of the Trust and its beneficiaries to discontinue such a fee.

F. Waiver of Objection to Rules Infraction

Either party who continues with the pro bono evaluation, mediation, non-binding arbitration, or binding arbitration proceeding after knowing that any provision or requirement of the applicable rules has not been complied with, and who fails to state a timely objection in writing to the arbitrator, mediator or pro bono evaluator, shall be deemed to have waived the right to object. A timely objection

by a claimant must be stated in writing and mailed to the Trust with instructions to forward the objection to the Private Adjudication Coordinator and to the arbitrator, mediator or pro bono evaluator. A timely objection by the Trust will be mailed to the claimant and to the Private Adjudication Coordinator with instructions to forward to the arbitrator, mediator) pro bono evaluator.

G. Serving of Notices and Other Papers

Each party to the ADR and arbitration agreements shall be deemed to have consented that any papers, notices, or processes necessary or proper for the initiation or continuation of ADR and Arbitration proceedings under these rules may be served upon such party as follows:

1. By regular U.S. mail or overnight courier to such party or their attorneys at their last known address;
2. By facsimile transmission, if a copy of the transmitted papers is mailed addressed to the party or their attorney at their last known address within twenty-four (24) hours of the facsimile transmission; or,
3. By personal service, within or without the state where the pro bono evaluation, mediation or arbitration is to be held, whether the party is within or without the United States of America.

H. Time Limits Triggered Upon Receipt

1. Documents sent by U.S. mail under these rules shall be deemed received three (3) business days after the date of postmark. Documents sent via overnight mail shall be deemed received on the next business day after mailing.
2. Documents sent via facsimile transmission shall be deemed received on the business day that the transmission is confirmed by the transmitting equipment.

I. Exclusion of Liability

Neither the Private Adjudication Coordinator nor the mediator, nor the arbitrator nor pro bono evaluator shall be liable to any party for any act or omission in connection with any evaluation conducted under these rules.

J. Relationship of Rules to Election Form for Pro Bono Evaluation, Request for Mediation, Non-binding Arbitration Agreement or Binding Arbitration Agreement

These Rules shall be deemed a part of, and incorporated by reference in, every duly executed ADR agreement or arbitration agreement and shall be binding on all parties.

K. Arbitrator/Pro Bono Evaluator Immunity

Arbitrators or pro bono evaluators who serve pursuant to these rules shall have the same immunity as judges for their official acts.

L. Jurisdiction

Any dispute under these rules shall be subject to the jurisdiction of the United States Bankruptcy Court of the Northern District of Alabama, Southern Division (the “*Bankruptcy Court*”).

M. Statement of Confidentiality

1. All ADR and arbitration proceedings and information relating to the proceeding will be confidential. Neither party shall disclose the information obtained during the proceedings, nor the valuation placed on the case by an arbitrator or pro bono evaluator, to anyone or use such information or valuation in any further proceeding except as necessary to maintain the Trust’s obligation to report to the Bankruptcy Court and to provide ongoing evaluation by the Trust and TAC. Except for documents prepared by a non-party which are introduced as evidence before an arbitrator or pro bono evaluator, any document prepared by another party, attorney or other participant in anticipation of the ADR is privileged and shall not be disclosed to any court or arbitrator/pro bono evaluator or construed for any purpose as an admission against interest.
2. All ADR and arbitration proceedings shall be deemed a settlement conference pursuant to Rule 408 of the Federal Rules of Evidence. Except by agreement of the parties, the parties will not introduce into evidence in any other proceedings the fact that there was an arbitration, the nature or amount of the award, and written submissions may not be used for purposes of showing accord and satisfaction or res judicata. In binding arbitration, the decision of the arbitrator may be admissible in the event the claimant improperly seeks to litigate the claim. The binding arbitration award shall be admissible in support of a motion to enjoin such litigation. No arbitrator or pro bono evaluator will ever be subpoenaed or otherwise required by any party or any third party, to testify or produce records, notes or work product in any future proceedings.

N. Amendments

Except as otherwise ruled by the Bankruptcy Court, these rules, as they may from time to time be amended by the Trustees, will be binding on all parties in the form in which they are in force on the date the claimant signs the election agreement.

O. Time Limits

The time limits included in these procedures are to be strictly enforced. Any time limit set forth herein may be extended by agreement of the parties or for cause shown to the neutral party presiding over the particular ADR or arbitration proceeding. Any request for extension, however, shall first be made to the opposing party and then if the parties cannot agree, shall be submitted to the Private Adjudication Coordinator who will request a ruling from the pro bono evaluator, mediator, or arbitrator as the case may be.

Although the deadlines may be extended by agreement, failure to comply with a deadline without obtaining an extension will result in withdrawal of the claim as provided below. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the Trust shall send the claimant written notice of the failure to comply. If the claimant does not take the specified action on the claim, then thirty (30) days thereafter the claim will be deemed withdrawn and such claim shall be removed from the FIFO Processing Queue or the FIFO Payment Queue, as applicable.

ATTACHMENT A

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST
ALTERNATE DISPUTE RESOLUTION PROCEDURES

ELECTION FORM FOR PRO BONO EVALUATION

I, _____ (“*Claimant*”), Claim No. _____,
hereby elect and agree to:

Non-Binding document evaluation of my claim by an individual selected from a Panel of Pro Bono Evaluators who volunteered to serve at the request of the Trust Advisory Committee.

Unless the box below is initialed, the undersigned waives anonymity of the claimant in the Pro Bono Evaluation of this claim. The Shook & Fletcher Asbestos Settlement Trust encourages leaving this box blank and waiving anonymity so that medical records may be transmitted in their original form.

Dated: _____, _____.

Claimant or Claimant’s Attorney

Accepted and Consented to:

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST

By: _____

Name: _____

Title: _____

Dated: _____

ATTACHMENT B

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST
ALTERNATE DISPUTE RESOLUTION PROCEDURES

STATE OF _____)
) SS:
COUNTY OF _____)

AFFIDAVIT OF COMPLETENESS

I, _____, as the person [or legal representative of the person] who has filed a claim against the Trust, being duly sworn, depose and say:

I have furnished all information which I wish to be considered in the valuation of claim number _____.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

By _____
Claimant or Legal Representative of Claimant

Date _____

Sworn to before me this _____ day of _____, _____.

ATTACHMENT C

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST
ALTERNATE DISPUTE RESOLUTION PROCEDURES

REQUEST FOR MEDIATION FORM

I, _____ (“*Claimant*”), Claim No. _____,
hereby elect and agree to:

Attempt in good faith to resolve the dispute with the Trust relating to my claim promptly by confidential Mediation under the terms set forth for Mediation procedure established by the Shook & Fletcher Asbestos Settlement Trust (the “*Trust*”). I have been provided with a copy of the rules relating to Mediation established by the Trust. I understand and agree to those rules in the course of the Mediation.

Dated: _____ , _____.

Claimant or Claimant’s Attorney

Accepted and Consented to:

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST

By: _____

Name: _____

Title: _____

Dated: _____

ATTACHMENT D

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST
ALTERNATE DISPUTE RESOLUTION PROCEDURES

**ELECTION FORM AND AGREEMENT FOR
BINDING ARBITRATION**

I, _____ (“*Claimant*”), Claim No. _____,
hereby elect and agree to:

Submit all disputes with the Shook & Fletcher Asbestos Settlement Trust (the “*Trust*”) relating to my claim to Binding Arbitration under the terms set forth for Binding Arbitration procedure established by the Trust. I have been provided with a copy of the rules relating to Binding Arbitration established by the Trust. I understand and agree to those rules in the course of the Binding Arbitration. I understand that as a result of this agreement if accepted by the Trust, I will waive my rights to litigate my claim in Court including the right to trial by jury and I will be bound by the arbitration award.

Dated: _____ , _____ .

Claimant

Claimant’s Attorney

Claimant and attorney must both sign

Accepted and Consented to:

By accepting this agreement the Trust waives its rights to litigate the claimant’s claim in Court including the right to trial by jury and agrees to be bound by the arbitration award.

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST

By: _____

Name: _____

Title: _____

Dated: _____

ATTACHMENT E

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST
ALTERNATE DISPUTE RESOLUTION PROCEDURES

**ELECTION FORM AND AGREEMENT FOR
NON-BINDING ARBITRATION**

I, _____ (“*Claimant*”), Claim No. _____,
hereby elect and agree to:

Submit all disputes with the Shook & Fletcher Asbestos Settlement Trust (the “*Trust*”) relating to my claim to Non-Binding Arbitration under the terms set forth for Non-Binding Arbitration procedure established by the Trust. I have been provided with a copy of the rules relating to Non-Binding Arbitration established by the Trust. I understand and agree to those rules in the course of the Non-Binding Arbitration.

Dated: _____ , _____ .

Claimant or Claimant’s Attorney

Accepted and Consented to:

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST

By: _____

Name: _____

Title: _____

Dated: _____