

**FIFTH AMENDED  
FULLER-AUSTIN ASBESTOS SETTLEMENT TRUST CLAIMS RESOLUTION PROCEDURES**

These Asbestos Claims Resolution Procedures have been adopted in connection with the Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code for Fuller-Austin Insulation Company filed in the reorganization case of Fuller-Austin pending in the United States Bankruptcy Court for the District of Delaware and styled In re Fuller-Austin Insulation Company, Case No. 98-2038(JJF), as such plan may be amended, modified, or supplemented from time to time.

The CRP provide for processing, liquidating, deeming Allowed or not Allowed, paying, and satisfying all Asbestos Claims as provided in and required by the Plan and the Trust Agreement. The Trustees shall implement and administer the CRP in accordance with the Trust Agreement. Capitalized terms used herein shall have the meanings assigned to them in the Glossary of Terms for the Plan Documents Pursuant to the Plan of Reorganization under Chapter 11 of the United States Bankruptcy Code for Fuller-Austin Insulation Company, attached as Exhibit 1 to the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Glossary, but defined in the Bankruptcy Code or Rules shall have the meanings ascribed to them by the Bankruptcy Code or Rules, and such definitions are incorporated herein by reference.

**SECTION I  
Purpose and Interpretation**

1.1 Submission Of All Claims. All Asbestos Claims and Demands shall be submitted to the Trust in accordance with the CRP, and the CRP shall constitute the sole and exclusive method by which the holder of an Asbestos Claim or Demand against the Trust, Fuller-Austin, Reorganized Fuller Austin, any Protected Party, any Released Party or any Asbestos Insurance Company may pursue such Asbestos Claim or Demand. The Trustees shall not liquidate or pay Asbestos Claims or Demands except in accordance with the CRP. Notwithstanding the foregoing, the Trust may elect to prosecute before the Bankruptcy Court (and all appellate courts) to a Final Order objections to Asbestos Claims filed prior to the Effective Date. Between Confirmation and the Effective Date, prosecution of objections to Asbestos Claims filed between Confirmation and the Effective Date shall be stayed. Upon allowance of any part of such Asbestos Claim by a Final Order or settlement, the claimant will be paid in accordance with CRP. Additionally, and notwithstanding anything in the CRP to the contrary, the Trust shall pay, or direct Reorganized Fuller-Austin to pay as may be appropriate, to holders of Asbestos Claims the sums required to be paid pursuant to settlements and agreements under Article 5.3 of the Plan without application of the Payment Sum Percentage.

1.2 Purpose. The CRP are adopted pursuant to the Trust Agreement. They are designed to provide prompt determination and payment of Allowed Asbestos Claims and provide reasonable assurance that the Trust will value and be in a financial position to pay similar Asbestos Claims and Demands in substantially the same manner; provided that nothing in the CRP shall apply to a claim for indemnification by an Additional Indemnitee, or by a Released DynCorp Party on account of a Fuller Indemnified Claim, against the Trust, including, without limitation, the processing, determination, allowance, or payment of such claim.

1.3 Interpretation. Nothing in the CRP shall be deemed to create a substantive right for any claimant. The CRP are procedural and may be amended, deleted, or added to pursuant to the terms of the Plan, the Trust Agreement, the CRP, and the Confirmation Order.

1.4 General Principles. The best information available at the time of the filing of the Reorganization Case indicates that there are not sufficient assets in the Debtor's Estate to pay the full and fair value of all Asbestos Claims. Thus, the formation of the Trust is premised upon the overarching goal of the Reorganization Case maximizing the value of the amount paid to each holder of an Allowed Asbestos Claim. Simultaneously, the Trustees must act in a manner designed to provide substantially the same treatment to each holder of an Asbestos Claim or Demand. In order to aid the Trustees, the following general principles shall guide their decisions and actions.

(a) The Trustees shall favor negotiated or mediated settlement over arbitration or other form of binding alternative dispute resolution, arbitration or other form of binding alternative dispute resolution over resort to the tort system, and fair and efficient resolution of Claims in all cases, while endeavoring to preserve and enhance the Trust Assets.

(b) The Trustees shall employ mechanisms such as the review of estimates of the numbers and values of Asbestos Claims, or other comparable mechanisms, that provide reasonable assurance the Trust will value, and be in a financial position to pay, present Asbestos Claims and future Demands that involve similar claims in substantially the same manner.

(c) There is inherent uncertainty regarding Fuller-Austin's total liabilities to holders of Asbestos Claims as well as the total value of the Trust Assets available to pay Allowed Asbestos Claims. Consequently, there is inherent uncertainty as to whether similar amounts can be paid in respect of all similar present and future Allowed Asbestos Claims. Accordingly, subject to the terms of Section II of the CRP, the Trustees have the power to alter the Payment Sum Percentage, the timing, method, and sequencing of payments to holders of Allowed Asbestos Claims, the Asbestos-Related Disease Categories and the Criteria, as well as the power to increase the Allowed Liquidated Value for any Asbestos-Related Disease Category. In order to exercise these powers, the Trustees will need to make determinations and predictions about the amount and timing of the receipt of Trust Assets, as well as determinations and predictions about the amount and timing of payment, and cost of processing, Asbestos Claims. The determination of the Payment Sum Percentage shall be based, on the one hand, upon estimates of the number, types, and amounts of present and expected future Asbestos Claims and, on the other hand, on the value of the Trust Assets, the liquidity of those assets, the Trust's expected future expenses and income, as well as other material matters that are reasonable and likely to affect the sufficiency of funds to pay a comparable percentage of full value to all holders of Asbestos Claims. When making these determinations, the Trustees shall recognize that both present and future claimants bear a risk that the determinations will be incorrect, either too low or too high. In making determinations, the Trustees shall not prefer either present or future claimants by giving either group greater protection from such risks. Rather, the Trustees shall make determinations based on their best estimates of total Trust Assets, Asbestos Claims and related matters. The Trustees will properly discharge their duties in this regard, and be protected from liability, by making reasonable determinations based on the best information available to them from time to time.

(d) All Asbestos Claims are subject to applicable statutes of limitation in effect at the Petition Date and to those matters which tolled applicable statutes of limitation under applicable state law at any time prior to the Petition Date. Applicable statutes of limitation with respect to Asbestos Claims that arose on or before the Petition Date are tolled as of the Petition Date and will recommence as to each claimant on June 13, 2000 (nine months after the date Claims Materials were first made available under Section 5.1). Applicable statutes of limitations with respect to Asbestos Claims that arose after the Petition Date but prior to Claims Materials first being made available under Section 5.1 are tolled until, and will recommence as to each claimant, on June 13, 2000. Notwithstanding the foregoing or any discovery period or tolling that would otherwise be applicable under the state law, and subject only to the tolling provided by the following provisions of this paragraph (d), any claim with respect to a Malignant Disease must be filed with the Trust on or before the third anniversary of the date of death. If a claimant timely files Claims Materials with the Trust and pays any applicable processing fee, applicable statutes of limitations as to such claimant's Asbestos Claim shall be tolled from the date of filing of such Claims Materials and payment of such fee until the earlier of (1) the date the Asbestos Claim has been withdrawn or is deemed to have been withdrawn pursuant to Section 6.5, or (2) ninety (90) days after the entry of a non-binding arbitration award as to the Asbestos Claim. As used in this paragraph (d), the term "Malignant Disease" shall mean claims for Malignant Mesothelioma (Level V), Lung Cancer (Level IV) and Other Cancers (Level III), all as described in Section 4.3(c). For purposes of the CRP, the term "statutes of limitations" includes prescription and similar provisions which prescribe or limit the time within which claims must be asserted. An Asbestos Claim shall be deemed to have arisen on the earlier of (1) the date of death of a Claimant with a Malignant Disease, if applicable, or (2) the date of the earliest document, diagnosis or medical report sufficient to satisfy the requirements of Section 4.3(c) with respect to such claim.

(e) If, during the evaluation of a Claim by the Trust, the Trust determines that the Claim fails to meet the criteria of the CRP for allowance or that the submitted claim form or supporting materials are deficient, the Trust will provide the claimant with a written deficiency notice. The claimant shall have ninety

(90) days from the mailing of the deficiency notice by the Trust to cure the noted deficiencies by providing the requested information or materials. The claimant may request an extension of sixty (60) days from the end of the 90-day period to cure the deficiency. Such request must be in writing and must be received by the Trust not later than the end of the 60-day period. If the claimant fails to cure the deficiency within such 90-day period or a requested 60-day extension period, the claim automatically will be deemed rejected, without further notice. The Trust may, but will have no obligation to, provide additional deficiency notices with respect to any deficiency, if the claimant attempts to cure the deficiency and the attempted cure is inadequate. After such additional notice, if any, the claimant will have sixty (60) days to respond, with no provision for additional extension.

## SECTION II

### Consultation and Consent

2.1 Trust Advisor. The Trustees shall consult with the TA on the issues specified herein or enumerated in Article 2.2(e) of the Trust Agreement. The Trustees shall obtain the consent of the TA for those matters specified herein or identified in Article 2.2(f) of the Trust Agreement.

2.2 Legal Representative. The Trustees shall consult with the Legal Representative on the issues specified herein or enumerated in Article 2.2(e) of the Trust Agreement. The Trustees shall obtain the consent of the Legal Representative for those matters specified herein or identified in Article 2.2(f) of the Trust Agreement.

2.3 Meetings. The Trustees shall meet with the TA and the Legal Representative not fewer than two (2) times each calendar year, which may be at a regular or special meeting of the Trustees, to discuss general matters regarding the administration of the Trust, the review, allowance, and payment of Asbestos Claims and the condition of the Trust Assets.

## SECTION III

### Claims Administration

3.1 Payment Sum Percentage. From time to time, the Trustees shall, in a manner consistent with the provisions of Section I of the CRP, determine the Payment Sum Percentage of the Allowed Liquidated Value that will be paid to holders of Allowed Asbestos Claims other than those who have elected the discounted cash payments described below. The Initial Payment Sum Percentage shall be determined as soon as practicable following the Effective Date. Thereafter, the Payment Sum Percentage shall be established no less frequently than once every year. Because of the increased uncertainty during the initial period of the Trust's operation, the Initial Payment Sum Percentage is particularly susceptible to the Trustees' review and modification as the Trust accumulates necessary and relevant data. The Trustees shall obtain the consent of the Approving Entities in making their first determination of the Payment Sum Percentage after the Effective Date. The Trustees shall consult with the TA and the Legal Representative in the event that they wish to change the Payment Sum Percentage or the frequency with which the Payment Sum Percentage is established, and shall provide written notice to the TA and the Legal Representative of any change that they propose to make. If, within fourteen days of receiving such notice, the TA or Legal Representative notifies the Trustees in writing that he or she intends to oppose such change, the Trustees will not implement such change unless (a) the TA or Legal Representative shall fail to file a motion or other appropriate pleading with the Bankruptcy Court within thirty days of the date the notice from the Trustees was received, or (b) the Bankruptcy Court shall have resolved the dispute between the Trustees and the opposing party initiated by such timely motion or other appropriate pleading.

Notwithstanding any provision hereof to the contrary, with the consent of the Approving Entities, the Trustees shall have the right to establish a separate Payment Sum Percentage for any holder or group of holders of Allowed Asbestos Claims to recognize that such holder or holders have contractual access to specific Trust Assets for the payment of such claims that are not available to other holders of Allowed Asbestos Claims, and in such case all provisions hereof applicable to the Payment Sum Percentage shall be applicable to each Payment Sum Percentage so established and to payments to the holder or holders for which it is established, including without limitation all requirements of obtaining the consents of the Approving Entities for any changes thereto. For all purposes hereof, the establishment of any such separate Payment

Sum Percentage and the making of payments consistent therewith will be deemed to satisfy for all purposes of obligations of the Trustees to act in a manner designed to provide substantially the same treatment to each holder of an Asbestos Claim or Demand.

3.2 Payment. Except as provided in Section 4.3(i) of the CRP, the Trustees shall have complete discretion to determine the timing and the appropriate method for making payments, subject to the requirements and general principles of the CRP, with respect to the processing and ordering of claims for payment.

(a) The Trustees shall have complete discretion as to the order and method of processing claims. Normally, claims shall be processed in the order in which they are received. Nevertheless, the Trustees shall process on an accelerated basis claims electing the discounted cash payment method. Additionally, the Trustees may process on an accelerated basis: (a) claims which are in litigation where a trial date or other significant matter is approaching, (b) claims which present exigent circumstances or exceptional hardship on a claimant, or (c) other claims as to which there is reason to believe that the interests of the Trust would be furthered by considering such claim prior to the date on which it would otherwise be considered in the ordinary course and such consideration would be consistent with the general principles set forth in Section 1.4 hereof.

(b) In the event that the Trust faces temporary periods of limited liquidity, the Trustees may temporarily defer, delay, limit, or suspend altogether, payments or a portion thereof.

(c) In the event that the Trustees conclude that the use of the Payment Sum Percentage in effect at a particular point in time will adversely affect the interests of future Asbestos Claimants or present Asbestos Claimants who have not yet been paid, the Trustees may suspend payments pending a redetermination of the Payment Sum Percentage. The Payment Sum Percentage, as re-determined, shall be the Payment Sum Percentage applicable to all Claims.

(d) Consistent with the provisions hereof, the Trustees shall commence the processing of Claims as quickly as possible after the Effective Date, and the Trustees shall make payments to holders of Allowed Asbestos Claims promptly as funds become available, while maintaining sufficient resources to pay future Allowed Asbestos Claims in substantially the same manner. Because decisions about payments must be based on estimates and cannot be made precisely, such decisions may have to be revised in light of experience over time, and a claimant who receives payment early in the life of the Trust may receive a smaller or larger percentage of the Allowed Amount of such claimant's Asbestos Claim than a claimant who receives payment in the middle of or late in the life of the Trust. Therefore, there can be no guarantee of any specific level of payment to claimants; regardless, however, a reduction of the Payment Sum Percentage shall not create any refund obligation for those claimants previously paid. Nevertheless, the Trustees shall use their best efforts to treat similar Allowed Asbestos Claims in a substantially equivalent manner, consistent with their duties as Trustees in these circumstances and the purposes of the Trust, and given the practical limitations imposed by the inability to predict the future with precision.

## SECTION IV

### Claims Processing

4.1 Alternative Payment Methods. The CRP provides two alternative methods for establishing the amount that a claimant will receive. Any claimant can elect either a discounted cash payment or individualized review of his or her claim. Claims electing the discounted cash payment option will be given a limited review. Such limited review, however, may be insufficient to determine the allowability of some claims, such as those whose novel, unusual or unexpected combinations of asbestos exposures and claimed medical findings can be more appropriately considered through individualized review. In such circumstances, the Trustees can refuse to allow the claimant's election of discounted cash payment. To assure that only allowable claims receive discounted cash payment, a claimant must meet the eligibility requirements set forth in Section 4.2 or established by the Trustees pursuant to that Section.

#### 4.2 Discounted Cash Payment Election.

(a) Purpose. The discounted cash payment method allows claimants to elect a single, lump sum cash payment that will be paid expeditiously and that requires minimal documentation for pursuing claims. Claimants electing discounted payments may be considered and paid before claimants filing at the same time who elect individualized review. Because discounted cash payments are certain, paid sooner, and require a less burdensome application process, the amount of discounted cash payments are likely to be less than the expected amount of payments for similar Claims through individualized review.

(b) Election. Although the Allowed Liquidated Value for each claimant shall be the amount set forth in Section 4.3 corresponding to such claimant's Asbestos Related Disease Category, claimants can elect a discounted cash payment. Those holders of Allowed Asbestos Claims who so elect shall make a full and final settlement with the Trust (except as provided in Section 4.2(e) herein) in exchange for a single cash payment in the amount of \$800.00.

(c) Eligibility. To be eligible for a discounted cash payment, a claimant must provide the claim form and processing fee provided for in Section V, together with the following:

- (1) evidence of exposure to asbestos-containing material sold, installed, or removed by Fuller-Austin, together with the dates of commencement and termination of such exposure; and
- (2) a medical diagnosis of an asbestos-related disease.

Exposure to asbestos-containing material sold, installed, or removed by Fuller-Austin shall be established by deposition testimony, invoices, affidavits, or other credible evidence acceptable to the Trustees that a claimant worked at a particular facility or location within the time period in which asbestos-containing materials sold, installed, or removed by Fuller-Austin was present at such facility. The Trustees shall have the right to consider all other appropriate evidence of exposure and may establish appropriate alternative exposure criteria with the consent of the Approving Entities.

(d) Processing and Payment. If at all practicable, the Trustees shall process and pay the holders of Asbestos Claims who elect to receive a discounted cash payment within ten (10) months of receipt of all information required to establish eligibility for such payment. If a claimant who has elected discounted cash payment is subject to an audit under Section 4.2(h) or other procedures for ensuring that discounted cash payments are made only to holders of Allowed Asbestos Claims, the Trustees may be unable to pay within ten (10) months of receipt of information. The Trustees shall pay such claims as quickly as practicable after determining with reasonable certainty that a claim is to be Allowed.

(e) Subsequent Malignancy. The holder of an Allowed Asbestos Claim based upon a non-malignant asbestos injury or condition who elects to receive a discounted cash payment as provided herein may file a new Asbestos Claim for an asbestos-related malignancy that is subsequently diagnosed, and any additional payments to which such claimant may be entitled shall be reduced by the amount of the discounted cash payment.

(f) No Review. The Trustees' decision that the holder of an Asbestos Claim should not receive a discounted cash payment is not reviewable. However, after consultation with the TA and the Legal Representative, the Trustees may establish procedures to review denials of discounted payment and, if so, shall inform persons who are denied discounted payment of such procedures. The Trustees shall charge a review fee of \$100 or such other amount as determined by the Trustees. A person who receives discounted payment after such a review shall receive reimbursement of the review fee.

(g) Future Discounted Payment Elections. The discounted cash payment election shall be available to all claimants who, as of the Petition Date, have commenced legal actions against Fuller-Austin. The Trustees may, with the consent of the Approving Entities, offer a discounted cash payment election to other claimants on such terms and conditions as they shall deem appropriate so long as they ensure, to a reasonable certainty, that any holders of Allowed Asbestos Claims are paid under the discounted cash payment election. The Trustees may terminate discounted cash payments at any time.

(h) Auditing. The Trustees may conduct random or other audits, or devise a mechanism for conducting such audits in order to verify the information submitted by claimants under this Section 4.2.

#### 4.3 Individually Reviewed Claims; Claims Categories.

(a) Purpose. The individualized review process provides a claimant with an individual consideration and evaluation of his or her claim. Individualized review is intended to result in payments equal to the Allowed Liquidated Value for each claim times the then applicable Payment Sum Percentage, subject to the Trustees' power to change such Payment Sum Percentage as set forth herein. Because the detailed examination and individualized valuation of Asbestos Claims require greater time and effort, Claims electing individualized review are likely to be processed and paid after Claims filed at the same time electing discounted cash payments. Individualized review is designed for claimants with serious or fatal asbestos-related injuries whose Asbestos Claims require the added effort and expense of individualized evaluation.

(b) Election. A claimant who elects individualized review shall have his or her Asbestos Claim reviewed, based upon an examination of exposure to asbestos-containing materials sold, installed, or removed by Fuller-Austin, loss, damages, injury causation, and other factors determinative of claim value according to applicable tort law, subject to the limitations contained herein.

(c) Schedule of Asbestos-Related Disease Categories and Allowed Liquidated Values. The Trust shall use the Schedule of Asbestos-Related Diseases Categories and Allowed Liquidated Values listed in this section to resolve Asbestos Claims that elect individualized review as expeditiously and economically as possible. Using the Categorization Criteria stated for each Asbestos-Related Disease Category, the Trust will place a claim in the most serious applicable Asbestos-Related Disease Category (i.e., the category with the highest values).

Unless a Claimant qualifies for other treatment under the CRP, the Trust shall value and liquidate each Claim at the Allowed Liquidated Value for the Asbestos-Related Disease Category in which such Claim is placed. The Allowed Liquidated Values are based on tort system values and represent equitable settlement values for most Claims that meet the criteria of a corresponding Asbestos-Related Disease Category.

Category	Asbestos-Related Disease Category	Allowed Liquidated Value
I	Pleural Disease	\$5,500
II	Asbestosis	\$10,500
III	Other Cancers	\$15,500
IV	Lung Cancer	\$25,500
V	Malignant Mesothelioma	\$58,500

Categorization Criteria. To receive an offer for one of the five Asbestos-Related Disease Categories, a claim must provide evidence of exposure to asbestos-containing material sold, installed or removed by Fuller-Austin and must satisfy the applicable following criteria:

##### Category I: Pleural Disease

1. The claimant must document pleural disease (bilateral plaques or thickening) or unilateral diaphragmatic plaque diagnosed on the basis of x-ray, CT scan, HRCT scan or pathological evidence; and

2. The proof of claim must establish a 10-year latency period between the date of first exposure to asbestos and the date of diagnosis.

Category II: Asbestosis

1. The claimant must submit a diagnosis of asbestosis by a medical doctor; and
2. The claimant must submit a medical report stating that a causal relationship exists between asbestos exposure and the asbestosis; and
3. The proof of claim must establish a 10-year latency period between the date of first exposure to asbestos and the date of diagnosis of asbestosis.

Category III: Other Cancers

1. The claimant must demonstrate by medical report the existence of primary asbestos-related cancer of one of the following sites:
  - a. Colo-rectal;
  - b. Laryngeal;
  - c. Esophageal; or
  - d. Pharyngeal; and
2. The claimant must demonstrate by medical report the existence of one of the following:
  - a. Bilateral interstitial lung disease;
  - b. Bilateral pleural disease (thickening or plaques) or unilateral diaphragmatic plaque; or
  - c. Pathological evidence of asbestosis; and
3. The proof of claim must establish a 10-year latency period between the date of first exposure to asbestos and the date of diagnosis of the cancer.

Category IV: Lung Cancers:

1. The claimant must demonstrate by medical report the existence of primary asbestos-related cancer of the lung; and
2. The proof of claim must establish a 10-year latency period between the date of first exposure to asbestos and the date of diagnosis of the cancer.

Category V: Malignant Mesothelioma:

1. The claimant must demonstrate by medical report the existence of malignant mesothelioma; and
2. The proof of claim must establish a 10-year latency period between the date of first exposure to asbestos and the date of diagnosis of the cancer.

Exposure to asbestos-containing material sold, installed, or removed by Fuller-Austin can be established by deposition testimony, invoices, affidavits, or other credible evidence acceptable to the Trustees that a claimant worked at a particular facility or location within the time period in which asbestos-containing material sold, installed, or removed by Fuller-Austin was present at such facility. The Trustees shall have the right to consider all other appropriate evidence of exposure and may establish appropriate alternative exposure criteria with the consent of the TA and the Legal Representative.

(d) Failure to Meet Criteria for an Asbestos-Related Disease Category. There are no criteria that could fairly include or compensate all meritorious claims involving asbestos-related diseases. A claimant's right to assert an allowable claim for the liquidated value of an asbestos-related disease is not prejudiced by failure to meet the Categorization Criteria for an Asbestos-Related Disease Category and, despite such failure, the Trust should provide compensation if the Trust determines that the claimant has suffered injury or damages from exposure to asbestos-containing material sold, installed, or removed by Fuller-Austin. In such cases, the Trust should be guided by the Allowed Liquidated Value and the liquidated damages for other claims in the Asbestos-Related Disease Category most similar to the evidence presented by the Claim; provided, however, that the Liquidated Value of such Claim shall not exceed the Allowed Liquidated Value for the most similar Asbestos-Related Disease Category.

The Trust may determine that although a particular requirement in the Categorization Criteria for an Asbestos-Related Disease Category has not been met, in an exceptional Claim other factors and evidence may satisfy the objective of that requirement and, therefore, the Claim should be considered to be within the Asbestos-Related Disease Category.

Because the Trust must assure the substantially equivalent treatment of similar claims, if the Trust finds that more than an occasional exceptional claim either (a) deserves compensation despite failure to meet the Categorization Criteria for any Asbestos-Related Disease Category or (b) merits waiver of a particular requirement in the Criteria for an Asbestos-Related Disease Category, then the Trust should add additional Asbestos-Related Disease Categories or modify the Criteria for existing Asbestos-Related Disease Categories. Such additions and modifications shall require the consent of the Approving Entities.

(e) Valuation of Non-Standard Claims.

(1) The Trust may be presented with Claims involving new or different causation and valuation factors not reflected in the Schedule of Asbestos-Related Disease Categories and Values. Such Claims will not be eligible for valuation under the Schedule of Asbestos-Related Disease Categories and Allowed Liquidated Values. Instead, such Claims shall be individually evaluated in accordance with the evaluation factors. In evaluating such Claims, the Trust may gather or request that claimants provide supplementary information, including the nature of the disease and the tort law, and liquidated values currently experienced in settlements and verdicts for similar claims in the jurisdiction in which the claim arose. The Trust, with the consent of the TA and the Legal Representative, may also use such information to develop separate Allowed Liquidated Values and new Asbestos-Related Disease Categories for such non-standard Claims.

(2) Claims filed on behalf of claimants whose asbestos exposure took place outside the United States may be determined by the Trust either to be non-standard Claims or Claims that are appropriately within the Schedule of Asbestos-Related Diseases and Allowed Liquidated Values.

(f) Ordering of Claims. Claims will be ordered for processing on a First-in-First-Out ("FIFO") basis. As a general practice, the Trust will review its claims files on a regular basis and notify all claimants whose Claims are likely to come up for processing in the near future. A claimant's position in the FIFO queue will be determined by the date of receipt by the Trust of an acceptable proof of claim form accompanied by the processing fee detailed in Section V. Notwithstanding FIFO processing, the Trustees shall have the right to establish appropriate procedures to evaluate Exigent Health Claims or Extreme Hardship Claims.

(g) Categorizing of Claims by Disease. As a proof of claim is reached in the specified schedule, the Trust shall evaluate it to determine whether the Claim meets the Categorization Criteria for an Asbestos-Related Disease Category. The Trust shall advise the claimant of its determination and offer an Allowed Asbestos Claim of the Allowed Liquidated Value for the applicable Asbestos-Related Disease Category. If the Trust determines that a Claim does not meet the Categorization Criteria for an Asbestos-Related Disease Category and is not compensable, or determines the Claim is a non-standard Claim as provided for in Section 4.3(e), or if a claimant disagrees with the determination made by the Trust, the claimant may dispute the determination. Upon receipt of written advice from the claimant of such a dispute, the Trust shall reevaluate the Claim in light of the claimant's written statement of the basis for the dispute, any supporting documentation, and all then available documentation and advise the claimant of its determination.



If on reevaluation the Trust determines that the Claim qualifies for placement in an Asbestos-Related Disease Category or in a different Asbestos-Related Disease Category than the Trust originally determined, the Trust shall place the Claim in the Asbestos-Related Disease Category so determined. Additionally, the Trust may determine that a novel or exceptional Asbestos Claim is compensable even though it does not meet the criteria for any of the Asbestos-Related Disease Categories. If the claimant still disputes the Trust's categorization of the Claim or denial of categorization, the claimant may elect binding or non-binding arbitration of the categorization. If the Trustees have established mediation procedures, the Claimant must first participate in non-binding mediation before proceeding to arbitration.

(h) Extraordinary Claims. If Fuller-Austin's asbestos installation activity constituted an exceptionally large portion of a claimant's asbestos exposure, or a claimant's damages are exceptionally large and well beyond the normal range, then such claimant's Asbestos Claim may be classified as an extraordinary Asbestos Claim, and such Asbestos Claim may be liquidated in an amount that exceeds the Allowed Liquidated Value for any given Asbestos-Related Disease Category. The Trustees shall determine the basis for classifying claims as extraordinary consistently with this Section 4.3(h). Evaluations of Claims can vary depending on factors that affect the severity of damages and values within the tort system, including: the degree to which the features of a Claim differ from the medical and exposure criteria for an Asbestos-Related Disease Category, whether the claimant is living or dead (as of the earlier of the filing of the Claim or a lawsuit involving the Claim), disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, pain and suffering, evidence that the claimant's damages were (or were not) caused by asbestos exposure (for example, alternative causes, strength of documentation of injuries), current settlements and verdicts in the tort system, and industry of exposure. In evaluating Claims, the Trustees will be guided by amounts paid by the Trust to resolve past, similar Claims.

(i) Payment. The Trustees shall determine the timing and the appropriate method for making payments consistent with Section 4.3(f), except as herein provided. Such methods may include payment on an installment basis. The Trustees shall obtain the consent of the Approving Entities in making their first determination of the timing and method for making payments after the Effective Date. The Trustees shall consult with the Approving Entities in the event that they wish to change the timing and method of making payment, and shall provide written notice to the Approving Entities of any change that they propose to make. If, within fourteen days of receiving such notice, either the TA or Legal Representative notifies the Trustees in writing that he intends to oppose such change, the Trustees will not implement such change unless (a) the TA or Legal Representative shall fail to file a motion or other appropriate pleading with the Bankruptcy Court within thirty days of the date the notice from the Trustees was received, or (b) the Bankruptcy Court shall have resolved the dispute initiated by the TA's or Legal Representative's timely filed motion or other appropriate pleading.

(j) Disputes Over Individualized Review. Claimants who reject the Trust's offer and who wish to dispute their eligibility for payment, their categorization, or the amount of the Trust's offer under individualized review, must initiate arbitration pursuant to procedures set forth in Section 4.4. Only after claimants have rejected any non-binding arbitration award pursuant to procedures set forth in Section 4.4 may they file suit against the Trust. The Trustees shall have the right to establish appropriate mediation procedures as a prior alternative to arbitration, with the consent of the Approving Entities.

(k) Releases. A holder of an Asbestos Claim who receives payment for a non-malignancy shall execute and deliver to the Trustees a limited written release in a form satisfactory to the Trustees and may thereafter file a new Asbestos Claim for an asbestos related malignancy that is subsequently diagnosed. Any additional payments to which such claimant may be entitled shall be reduced by the amount of the prior payment for a nonmalignant disease. Holders of Asbestos Claims who receive payment for malignancies shall execute and deliver to the Trustees written releases and other documents pursuant to Section 6.4 in a form satisfactory to the Trustees.

(l) Modifications to Assure Substantial Equivalency. The Trustees shall assure the substantially equivalent treatment of Asbestos Claims, to the extent reasonably practicable, and may, in addition to the powers set forth in Section III of the CRP, and with the consent of the Approving Entities, change, add, or delete Asbestos-Related Disease Categories, change Criteria, or increase the Allowed Liquidated Value for any Asbestos-Related Disease Category to reflect relevant developments, including, without limitation, changes in the applicable law; provided, however, that such increases in the Allowed Liquidated Value of an Asbestos-Related Disease Category based upon a change in the applicable law cannot be effected during the first two (2) years after the Effective Date. From time to time, the Trust shall adjust the Allowed Liquidated Values for inflation, using an appropriate index. In the event of any increase in the Payment Sum Percentage, claimants previously receiving payment during the then preceding ten (10) years may be entitled to receive a payment sufficient to provide such claimants with aggregate payments in the face amount equal to the amount of the Allowed Liquidated Value for such claimant's Asbestos-Related Disease Category times the increased Payment Sum Percentage. The distribution of such supplemental payments is within the discretion of the Trustees and should be made only to the extent reasonably practicable.

(m) Exigent Health Claims; Extreme Hardship Claims. The Trustees shall individually evaluate the Allowed Liquidated Value of Exigent Health Claims and Extreme Hardship Claims, as provided in this Section 4.3(m).

A Claim qualifies as an Exigent Health Claim if (i) the Claim qualifies as mesothelioma and (ii) the claimant was alive when the Claim was filed or (iii) the claimant provides: (a) documentation that a physician has diagnosed the claimant as having an asbestos-related illness and (b) a declaration or affidavit made under penalty of perjury by a physician who has examined or treated the claimant within one hundred twenty (120) days of the date of the declaration or affidavit in which the physician states there is substantial medical certainty that the asbestos-related disease is terminal. A Claim will continue to be an Exigent Health Claim even if a claimant dies after having applied for exigent treatment.

A Claim qualifies for payment as an Extreme Hardship Claim if the Trustees, in their complete discretion, determine the claimant needs exceptional financial assistance on an immediate basis based on the claimant's expenses and all sources of available income.

(n) Auditing and Verification. The Trustees shall conduct random or other audits, or shall devise and implement a mechanism for conducting such audits, in order to verify information submitted by claimants under this Section 4.3, or to satisfy themselves as to the reliability of medical evidence.

4.4 Arbitration; Jury Trials. Holders of Asbestos Claims may elect to submit their Asbestos Claims to binding or non-binding arbitration only after other alternative dispute resolution procedures which may be established by the Trustees have been exhausted.

If arbitration becomes necessary, arbitrators shall (i) return awards no greater than 125% of the Trust's last settlement offer to the claimant for the Asbestos-Related Disease Category in which the Asbestos Claim properly falls or (ii) determine that the Asbestos Claim falls in a higher or lower category and determine an appropriate award no greater than the Allowed Liquidated Value for that category. Arbitrators shall deem the asbestos-containing materials sold, installed or removed by Fuller-Austin to be defective products capable of causing asbestos-related diseases. Except for the limitations in this Section 4.4, arbitrators shall consider but not be bound by the Allowed Liquidated Value in determining the value of any Asbestos Claim. Claimants who receive and accept an arbitration award will receive payments and execute and deliver a release in the same manner as a claimant who had accepted a valuation of his Asbestos Claim by the Trust.

Only claimants who opt for non-binding arbitration and then reject their arbitration awards retain the right to a jury trial to determine the liquidated value of their Asbestos Claims against the Trust. All other claimants shall have and shall be deemed to have irrevocably waived any right to a jury trial, and any and all notices with respect to the filing or liquidation of Asbestos Claims shall contain a provision that clearly and conspicuously explains such jury trial waiver. A holder of an Asbestos Claim desiring to file suit against the Trust may do so only after the rejection of a non-binding arbitration award. In such cases, the right to a jury trial shall be preserved.

The Reorganization Case and the CRP shall have no effect on trial venue or choice of law. All claims and defenses (including, with respect to the Trust, all claims and defenses which could have been asserted by Fuller-Austin) that exist under applicable law shall be available to both sides at trial. The Trust may waive any

defense or concede any issue of fact or law. The award of an arbitrator or the recommendation of a mediator and the positions and admissions of the parties during the compliance with alternative dispute resolution procedures shall not be admissible for any purpose at trial by any party or third party, and they are expressly determined not to be admissions by either party.

If necessary, the Trustees may obtain an order from the U.S. District Court for the District of Delaware incorporating an offer of judgment to liquidate the amount of the Claim, scheduling discovery and trials in such a fashion as not to create an undue burden on the Trust, limiting the number of claimants for any trial, or containing any other provisions, in order to ensure that the Trust fulfills its obligations in accordance with the principles set forth in the Trust Agreement.

A claimant who, in accordance with the CRP, elects to resort to trial and obtains a judgment for money damages shall have an Allowed Asbestos Claim in the amount of the judgment, less the amount of any Non-Compensatory Damages contained therein. Nevertheless, such claimant shall receive an initial payment in an amount not to exceed the lesser of (a) the judgment amount, less any portion thereof representing Non-Compensatory Damages, multiplied by the Payment Sum Percentage or (b) 125% of the then applicable Payment Sum Percentage of the Allowed Liquidated Value of such Asbestos Claim for the Asbestos-Related Disease Category for which such claimant recovered his or her judgment. The balance of the judgment, exclusive of that portion representing Non-Compensatory Damages, if any, will be subordinated to the initial payment in full of all other current and future Allowed Asbestos Claims. The payment of that portion of the judgment representing such Non-Compensatory Damages shall be subordinated to the payment in full of all judgment amounts representing awards for compensatory damages.

4.5 Indirect Asbestos Claims. Indirect Asbestos Claims asserted against the Trust based upon theories of indemnification or contribution shall be disallowed by the Trust unless and until the holder of an Indirect Asbestos Claim establishes to the satisfaction of the Trustees that (a) the Indirect Claimant has paid in full the liability and obligations of Reorganized Fuller-Austin or the Trust to the direct claimant to whom the Trust would otherwise have had a liability or obligation under the CRP, and (b) the direct claimant and Indirect Claimant have forever released Reorganized Fuller-Austin and the Trust from all liability to the direct claimant. In no event shall any Indirect Claimant have any rights against Reorganized Fuller-Austin or the Trust superior to the rights of the related direct claimant, including any rights with respect to the timing, amount or manner of payment. The Trust shall not pay any Indirect Claimant unless and until the Indirect Claimant's aggregate liability for the direct claimant's Claim has been fixed, liquidated, and paid by the Indirect Claimant by settlement (with an appropriate written release in favor of Reorganized Fuller-Austin and the Trust) or pursuant to a Final Order. In any case where the Indirect Claimant has satisfied the Claim of a direct claimant against Reorganized Fuller-Austin or the Trust by way of a settlement, the Indirect Claimant shall obtain for the benefit of Reorganized Fuller-Austin and the Trust a written release from such direct claimant in form and substance satisfactory to the Trustees. The Trustees may develop and approve a separate claim form for Indirect Asbestos Claims.

## SECTION V

### Claims Materials; Processing Fee

5.1 Mailing to Claimants; Availability of Claims Materials. As soon as reasonably practicable, but not later than nine months following the Effective Date, the Trust shall mail the Claims Materials to each person with an Asbestos Claim who has asserted a Claim or has pending a lawsuit against Fuller-Austin or otherwise has been identified to the Trustees as holding an Asbestos Claim that has not been liquidated on or before the Effective Date. This requirement may be satisfied by the Trust mailing the Claims Materials to claimants in care of their attorneys. Mailing a single copy to a single attorney or law firm on behalf of all of his, her or its clients shall meet this requirement. Following the initial distribution of the Claims Materials, the Trust shall make the Claims Materials available on request to any person who may have an Asbestos Claim or the attorney or personal representative of any such person. Any requirement for mailing Claims Materials may be satisfied by providing them by facsimile or electronic mail. In all cases, including without limitation for purposes of tolling and recommencing statutes of limitation, Claims Materials were and shall be deemed to have been available as of September 13, 1999.

5.2 Claims Materials. The Claims Materials will be developed by the Trustees. If feasible, the forms used by the Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution facilities. The Trust may obtain such information from electronic data bases maintained by any other asbestos claims resolution organization, provided that the Trust informs the claimant that it plans to obtain such information as available from such other organizations unless the claimant objects in writing or provides such information directly to the Trust. If it obtains information about a Claim from another asbestos claims resolution organization, the Trust may use such information to determine independently the value of the Claim.

5.3 Third Party Services. Nothing in this Section shall preclude the Trust from contracting with another asbestos claims resolution organization to provide services to the Trust so long as decisions about the allowability and value of Claims are based on the provisions of the CRP, the Schedule of Asbestos-Related Disease Categories and Allowed Liquidated Values, and the eligibility requirements for Claims electing discounted cash payment.

5.4 Eligibility Requirements And Processing Fee. In order to be eligible for payment under the CRP, the claimant must file the claim form, all information requested by the Trust and the applicable processing fee prior to the expiration of the applicable statute of limitations or the expiration of the alternative period provided for the filing of death claims relating to Malignant Disease under Section 1.4 (d), unless the Trust extends such period by written notice to one or more claimants. The initial claim form filed by a claimant must be accompanied by a non-refundable processing fee of \$100.00 payable to the Trust. A claimant who for any reason refiles a Claim previously submitted to the Trust shall not be required to submit an additional processing fee. An Asbestos Claim shall be disallowed automatically if a claimant required to provide claims information fails to pay the processing fee or provide such information within the required period, unless the claimant demonstrates to the satisfaction of the Trustees that such a failure should be excused. The Trustees shall have the power to increase or decrease the amount of the processing fee upon consultation with the Approving Entities.

5.5 Confidentiality. All materials, records and information submitted by claimants, including that provided with regard to medical audits under Section 6.1, are confidential and submitted solely for settlement purposes.

## SECTION VI

### General Guidelines

6.1 Monitoring and Verifying Medical Evidence. The Trust may refuse to accept medical evidence from doctors or facilities it finds to provide consistently unreliable information or exercise other remedies, such as seeking sanctions from the District Court including, but not limited to, payment of the costs associated with the audit and any future audit or audits, reordering the priority of payment of the affected claimants' Asbestos Claims, raising the level of scrutiny of additional information submitted from the same source or sources, or prosecuting the claimant or claimant's attorney for presenting a fraudulent Asbestos Claim in violation of federal law, including 18 U.S.C. § 152, or applicable state law. The existence of differing medical opinions in individual cases is expected and anticipated. The fact that qualified physicians may differ on the existence or extent of a claimant's asbestos-related disease is not by itself grounds for the Trust to refuse to accept evidence of the Claim, unless the Claim is based on information from a source shown to be generally unreliable by medical audits.

6.2 Effect of Claim Allowance. A determination by the Trustees of a Claim's eligibility, including without limitation any affirmative determination of the sufficiency of the evidence of exposure or the evidence of medical diagnosis, shall not be subject to collateral attack or challenge, and shall be treated as if such evidence had been accepted as true by a trier of fact in a judicial action on behalf of the claimant against Fuller-Austin.

6.3 Non-Compensatory Damages and Other Theories of Liability. Non-Compensatory Damages associated with Asbestos Claims shall be subordinated, in accordance with the CRP, to payment of all other Allowed Asbestos Claims, including all current and future Claims during the entire existence of the Trust, and

no payments for such Non-Compensatory Damages shall be paid until the compensatory damages of all current and future claimants have been paid. For purposes of the CRP, awards or judgments arising out of Claims by Texas employees of Fuller-Austin against Fuller-Austin for gross negligence shall not be deemed Non-Compensatory Damages. Further, the Trust shall not voluntarily (i) pay Claims based upon conspiracy, concerted action, or any other theories of liability that do not meet the criteria for eligibility for payment articulated in Section IV, or (ii) pay interest on Allowed Asbestos Claims except to the extent the Trustees deem necessary to satisfy the requirements of Section I of the CRP.

6.4 Releases. The Trustees shall have the discretion to determine the form and nature of the releases given to the Trust in order to maximize recovery for claimants against other tortfeasors without increasing the risk or amount of claims for indemnification or contribution from the Trust. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a claimant shall constitute such a release.

In addition, and as a prerequisite, the claimant shall execute any documents necessary (i) for the Trust to perfect its claims, if any, against insurers of Fuller-Austin or any related company to receive indemnity for payments, (ii) to release any Asbestos Claim the claimant may have against the insurer, and (iii) for the Trust to receive and keep any and all payments made by such insurer for payment of such Asbestos Claim.

6.5 Withdrawal of Claim. A claimant can withdraw a Claim at any time upon written notice to the Trustees and file another Claim subsequently, but any Claim filed after such withdrawal shall be given a FIFO date based on such subsequent filing. A Claim will be deemed to have been withdrawn if the claimant does not accept a discounted cash payment within one hundred eighty (180) days of the Trustees' offer of such payment (the "DCP Time Limit"). The Trustees may, but shall not be required to establish dates or time limits (the "IRC Time Limits") after which individually reviewed Claims shall be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates dispute resolution following the Trust's offer of payment or rejection of an individually reviewed Claim. Different IRC Time Limits, if any, may be imposed by the Trustees to be applicable to different circumstances, and the establishment of IRC Time Limits as to one or more circumstances shall not require that they be established for others. The Trustees shall cause the Trust to give all affected Claimants not less than one hundred eighty (180) days notice of the establishment of IRC Time Limits, and IRC Time Limits shall become effective only upon the Trust giving such notice and the lapse of the notice period. Upon written request and good cause, the Trustees may extend the DCP Time Limit or the IRC Time Limit applicable to any Claim for an additional one hundred eighty (180) days.

6.6 Managing Administrative Costs. Notwithstanding any provision of the CRP to the contrary, the Trustees shall always give appropriate consideration to the cost of investigating and uncovering invalid Asbestos Claims so that the payment of Allowed Asbestos Claims is not further impaired by such processes. In issues related to the allowability of Asbestos Claims, e.g., exposure to asbestos or asbestos-containing materials sold, installed, or removed by Fuller-Austin and medical evidence of injury, the Trustees shall have the latitude to make judgments regarding the amount of transaction costs to be expended by the Trust so that Allowed Asbestos Claims are not further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustees, in appropriate circumstances, from contesting the allowability of any Asbestos Claim whatever the costs.

## SECTION VII

### Miscellaneous

7.1 Amendments. The Trustees may amend, modify, delete, or add to any of the CRP (including, without limitation, amendments to conform these procedures to advances in scientific or medical knowledge, developments in the law, or other changes in circumstances) by a majority vote of the Trustees, provided they consult with and obtain the consent of the Approving Entities, as required herein or by Articles 2.2(e) and 2.2(f) of the Trust Agreement. The Trustees may add to or change the Asbestos-Related Disease Categories or Criteria, develop subcategories thereto, or increase the Allowed Liquidated Values, with the consent of the Approving Entities. Notwithstanding anything contained herein to the contrary, the CRP shall not be modified or amended in any way that would jeopardize the validity or enforceability of the Injunctions or the Trust's status as a qualified settlement fund.

7.2 Severability. Should any provision contained in the 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 the CRP.

7.3 Governing Law. The CRP shall be governed by, and construed in accordance with, the laws of the State of Delaware.