

EIGHTH AMENDED CLAIMS RESOLUTION PROCEDURES
NGC BODILY INJURY TRUST

The following claims resolution procedures (the “Claims Resolution Procedures”) shall govern the processing and payment of Asbestos Claims, as defined in the Third Amended Plan of Reorganization under Chapter 11 of the Bankruptcy Code for Asbestos Claims Management Corporation (the “Plan”), by the NGC Bodily Injury Trust. The Claims Resolution Procedures shall be administered by Trust Services, Inc. or such other processing agent as may be selected by the NGC Bodily Injury Trust.

All capitalized terms not defined in section 4 of these Claims Resolution Procedures, but defined in the Plan, the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Plan, the Bankruptcy Code or the Bankruptcy Rules, respectively, and such definitions are incorporated herein by reference. For convenience, certain terms defined in the Plan are reproduced in section 4 hereof.

1. OVERVIEW

1.1 Purpose

The purpose of the Claims Resolution Procedures is to provide fair payment to all persons with valid Asbestos Claims for bodily injuries resulting from exposure to asbestos-containing products manufactured, sold or distributed by old National Gypsum Company (“ACMC Products”), taking into account the basic principles of the tort system and the resources available to the NGC Bodily Injury Trust. The Claims Resolution Procedures are also designed to give fair payment to any valid Indirect Asbestos Claim asserted by an Entity that is subrogated to an Asbestos Claim as a result of payment in full of such Asbestos Claim. Treatment of Indirect Asbestos Claims is governed exclusively by section 3.7 hereof. Finally, the Claims Resolution Procedures are also designed to provide fair payment to any valid Derivative Asbestos Claim asserted by an Entity against a Protected Party, but only to the extent that such Derivative Claim is not duplicative of any other Asbestos Claim. Consistent with the anticipated number and amount of claims, the nature of the asbestos-related diseases, and the inherent characteristics of asbestos-related litigation, the NGC Bodily Injury Trust shall treat similar claims with similar circumstances as equivalently as possible.

The NGC Bodily Injury Trust shall make payments to valid Asbestos Claims as funds become available and as Asbestos Claims are liquidated, while maintaining sufficient resources to pay future valid Asbestos Claims on a substantially equivalent basis. In order to assure substantially equivalent treatment of all claimants, the NGC Bodily Injury Trust may decide to have different forms and timing of payments to different claimants. Because such decisions must be based on estimates and cannot be done precisely, the estimates may have to be revised, from time to time, in the light of experience over time. The NGC Bodily Injury Trust may rely upon the estimates of experts hired to make such projections. A claimant who receives payment early in the life of the NGC Bodily Injury Trust may receive a smaller or larger percentage of the value of his or her claim than a claimant who receives payment in the middle of or late in the life of the NGC Bodily Injury Trust. However, the Trustees shall endeavor to treat all claimants as

equivalently as possible consistent with their duties as trustees in these circumstances, given the practical limitations imposed by the inability to predict the future with precision.

Settlements shall be favored over all other forms of claim resolution, and the lowest feasible transaction costs shall be incurred in order to conserve resources to pay all valid Asbestos Claims.

1.2 Asbestos Claimants

Asbestos Claimants, other than those who hold BI Settlement Claims, may choose among the following methods for the liquidation and payment of their claims:

- a. expedited review and payment (“ER”); or
- b. individual review and payment (“IR”),

provided however, Asbestos Claimants holding Non-Malignant III claims may only be filed as ER claims. The NGC Bodily Injury Trust will endeavor to provide Asbestos Claimants with substantially similar treatment within each of the two methods such that all claimants electing ER are treated substantially similarly to all other claimants electing ER and all claimants electing IR are treated in a substantially similar manner to all other claimants electing IR.

1.3. Claims Under BI Settlement Agreements

A BI Settlement Claim shall be treated as a Class 5 Claim under the Plan and shall receive the treatment set forth in section 3.4 hereof. In order to receive a distribution under section 3.4 the following conditions must apply:

(1) the BI Settlement Claimant must be a party to a BI Settlement Agreement; (2) the CCR must have determined, prior to the BI Settlement Claim Bar Date, that the documents submitted to the CCR demonstrate that the BI Settlement Claimant qualifies for payment under the BI Settlement Agreement; (3) ACMC’s share of the BI Settlement Agreement must not have been paid by the CCR or a CCR member on behalf of ACMC; and (4) the BI Settlement Claimant must have submitted a claim form (a "BI Settlement Claim Form") or filed under a process adopted by the trustees (the "BI Settlement Claims Filing Protocol"), (a) no later than the BI Settlement Claim Bar Date or (b), if the CCR Settlement Parties file a BI Settlement Claim as the assignee of a BI Settlement Claimant’s rights under a BI Settlement Agreement, the CCR Settlement Parties must have submitted a BI Settlement Claim Form to the NGC Bodily Injury Trust no later than 180 days after the CCR Settlement Parties obtained the assignment of such BI Settlement Claim.

BI Settlement Claims shall be submitted on the BI Settlement Claim Form or under the BI Settlement Claim Filing Protocol, which may allow bulk submission of such claims. If an Asbestos Claimant files a BI Settlement Claim Form, or submits a claim under the BI Settlement Claim Filing Protocol, but the NGC Bodily Injury Trust determines that such Asbestos Claim does not satisfy the applicable requirements above, then such Asbestos Claimant may resubmit his or her claim under the procedures applicable to ER or IR claims. For purposes of

determining the amount of a BI Settlement Claim, ACMC's share shall not include any assessment of liability to ACMC from the calculated shares of any other CCR member.

2. GENERAL PRINCIPLES FOR ASBESTOS CLAIMS RESOLUTION

2.1. General Proof Requirements

All Asbestos Claims must be reviewed according to these Claims Resolution Procedures to determine whether each claim presents evidence that would sustain a cause of action at law based on a diagnosis of an asbestos-related condition resulting from exposure to ACMC Products. Allowed Liquidated Values for the claims will be based upon values established under these Claims Resolution Procedures.

a. Claim Forms

The claim form(s) shall be designed by the Trustees to facilitate economical and fair administration of these Claims Resolution Procedures. Both ER Claim Forms and IR Claim Forms will be developed by the Trustees, after consultation with the NGC Bodily Injury Trust Advisory Committee and the Legal Representative, to result in efficient filing by claimants consistent with the limited distribution to be made to such claimants under these Claims Resolution Procedures. The Trustees may also adopt alternative methods for filing claims with the NGC Bodily Injury Trust, including (i) accepting claims forms submitted to other claims resolutions organizations and (ii) obtaining claims information from other claims resolution organizations (for example, electronic data bases maintained by such organizations) if that information is determined to be adequate to permit the application of the medical and other criteria required by these Claims Resolution Procedures.

b. Distribution of Claim Filing Materials

By the Claim Materials Distribution Date, the NGC Bodily Injury Trust shall mail or otherwise distribute claim filing information to each person, or attorney for such person, with an Asbestos Claim (i) who filed a lawsuit naming ACMC or the NGC Settlement Trust as a defendant or (ii) is otherwise known to hold or potentially hold an Asbestos Claim. The NGC Bodily Injury Trust shall, within a reasonable time after receipt of a request for the claims materials or notice that a person is the holder of an Asbestos Claim, mail or otherwise distribute the claim filing materials to the claimant.

c. Deadline for Filing Malignant Disease Claims

Subject to the tolling provisions set forth in 2.1.e below, the deadline for filing Malignant Disease Claims is as set forth in this subparagraph c:

- (i) *Diagnoses and death before June 16, 1997.* The deadline for the filing of Malignant Disease Claims with a date of diagnosis and a date of death before June 16, 1997, is the otherwise applicable federal, state and foreign statutes of limitations and repose for the Applicable Jurisdiction (as defined in subparagraph d (i) below).
- (ii) *Diagnoses or death on or after June 16, 1997.* The deadline for filing Malignant Disease Claims with a date of diagnosis or date of death on or after June 16, 1997, is three (3) years after the date of death.

d. Deadline for Filing Non- Malignant Disease Claims

Subject to the tolling provisions set forth in 2.1e below, the deadline for filing Non-Malignant Disease Claims is as set forth in this subparagraph d:

(i) *Diagnoses before June 16, 2000.* If first diagnosed prior to June 16, 2000 (other than BI Settlement Claims, the deadline for which is governed by 2.1.g below), the deadline for the filing of Non-Malignant Disease Claims is the otherwise applicable federal, state and foreign statutes of limitations and repose for the Applicable Jurisdiction (as defined in the next sentence). The Applicable Jurisdiction shall be either (1) the law of the state (as of the August 19, 2002 Petition Date) where the claimant has filed a lawsuit against ACMC or another defendant seeking recovery for an Asbestos Claim; or (2) in the event no such lawsuit has been filed, the law of the state (as of the August 19, 2002 Petition Date) in which the claimant was exposed to ACMC Products or the state where the claimant resides.

(ii) *Diagnoses on or after June 16, 2000.* If first diagnosed on or after June 16, 2000, the deadline for the filing of Non-Malignant Disease Claims is three (3) years after the later of (A) expiration of the tolling provided by subparagraph e below or (B) the date of the diagnosis of the asbestos-related disease.

e. Tolling

The filing deadlines set forth in the preceding paragraphs 2.1.c and 2.1.d shall be tolled for the following periods:

- (i) from June 16, 2000 through November 30, 2004 for claims diagnosed before June 16, 2000 and from June 16, 2000 through March 31, 2005 for claims diagnosed on or after June 16, 2000,

(ii) for Asbestos Claims filed against another defendant in the tort system, from the date such claim was filed against such defendant in the tort system through the date such tort system claim is resolved, either through litigation or settlement,

(iii) for BI Settlement Claims that have been disallowed, the statute of limitations for such claimants to resubmit an ER or IR Claim, as permitted by section 1.3, shall be tolled from the date the Trust makes available to claimants, through counsel, the BI Settlement Claim Form or the BI Settlement Claim Filing Protocol through 180 days thereafter and again from the date the claimant files the BI Settlement Claim with the Trust through 180 days after the Trust's disallowance notice with respect to the BI Settlement Claim is sent to the claimant, and

(iv) from the date a claim is filed with the NGC Bodily Injury Trust until (x) 180 days after an offer is made to the claimant by the NGC Bodily Injury Trust under ER or IR or (y) 90 days after the claimant rejects the award rendered in arbitration pursuant to these Claims Resolution Procedures.

f. Withdrawal

Upon written notice, a claimant may withdraw a filed claim at any time prior to determination of such claim by the Trust. Thereafter, such claimant may file another claim which shall be treated (i) for filing deadline purposes, as having been filed the date of the filing of the original withdrawn claim and (ii) for order of processing as having been filed on the date of the subsequent filing.

g. Deadline for Filing BI Settlement Claims

The deadline for filing BI Settlement Claims is the BI Settlement Claim Bar Date; provided, however, that, because the CCR Reimbursement Settlement Agreement was approved and consummated, the CCR Settlement Parties, as assignee of a BI Settlement Claimant's rights under a BI Settlement Agreement, may submit a BI Settlement Claim subsequent to the BI Settlement Claim Bar Date so long as the CCR Settlement Parties submit a BI Settlement Claim Form relative to such BI Settlement Claim to the NGC Bodily Injury Trust no later than 180 days after the CCR Settlement Parties obtain an assignment of such BI Settlement Claim.

h. Claimant Representatives

The proof of claim for any deceased claimant, or for any claimant who is incapacitated, lacking in mental capacity, subject to a guardianship, conservatorship or similar legal proceeding or has transferred authority to file such proof of claim pursuant to a written power of attorney or other designation with similar legal effect, may be filed only by a Claimant Representative (identified in accordance with the applicable policies of the Trust as they may from time to time be adopted by the Trustees). The allowance of a claim filed by a Claimant Representative on behalf of a claimant precludes the allowance of any other claim on behalf of such claimant, other than as specified in section 3.5 below.

2.2. Determination of Payment Amounts

The NGC Bodily Injury Trust will only be able to pay Asbestos Claimants a percentage (the NGC Bodily Injury Trust Payment Percentage) of the Allowed Liquidated Value, as described in sections 3.3 and 3.4, as applicable, of their claims. The Trustees, in their discretion after consultation with the NGC Bodily Injury Trust Advisory Committee and Legal Representative, may establish the NGC Bodily Injury Trust Payment Percentage in effect from time to time. The Trustees must base the determination of the NGC Bodily Injury Trust Payment Percentage on (i) estimates of the number, types, and values of present claims and future demands, (ii) the value of the NGC Bodily Injury Trust's assets and projected earnings on those assets, (iii) the NGC Bodily Injury Trust's projected costs for administration and legal defense, and (iv) other material matters. The Trustees shall determine the NGC Bodily Injury Trust Payment Percentage prior to making any distribution, and the Trustees shall reconsider the determination of the NGC Bodily Injury Trust Payment Percentage at least every two years to assure that it is based on accurate and current information. When making these determinations, the Trustees are not to act based only on worst-case scenarios, but shall use common sense and undertake a comprehensive evaluation of all relevant factors based on reasonable projections.

The Trustees, in their discretion after consultation with the NGC Bodily Injury Trust Advisory Committee and Legal Representative, may authorize supplemental payments to any or all claimants whose Asbestos Claims have been previously allowed and paid on a basis of a NGC Bodily Injury Trust Payment Percentage that is lower than the current NGC Bodily Injury Trust Payment Percentage.

Any authorized supplemental payment shall be in an amount equal to the Allowed Liquidated Value of the particular Asbestos Claim multiplied by the then-current NGC Bodily Injury Payment Percentage less that amount of all prior ER, IR, BI Settlement Claim or other payments to that Asbestos Claimant from or on behalf of ACMC (including from the NGC Bodily Injury Trust).

2.3. Claim Evaluation and Allowance

The Trustees, in order to ensure that payments are made only for valid claims, shall evaluate claims and allow or disallow claims only in accordance with these Claims Resolution

Procedures. The Trustees may audit, monitor, and verify claims as authorized in these Claims Resolution Procedures to ensure that the Trustees only make payments for valid claims.

If, during the evaluation of a claim by the Trustees, the Trustees determine that the claim fails to meet the criteria of the Claims Resolution Procedures for allowance or that the submitted claim form or supporting materials are deficient, the Trustees 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 NGC Bodily Injury 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 NGC Bodily Injury 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 NGC Bodily Injury 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.

2.4. Trustees' Administration of Claim Evaluation and Audit

In administering these Claims Resolution Procedures, the Trustees shall always give appropriate consideration to the cost of evaluating claims or implementing audits and related investigations designed to uncover invalid claims so that payment of valid claims is not impaired by such process. In particular, in the administration of the claims evaluation process, *e.g.*, review of exposure and medical evidence, the Trustees shall consider the fact that the amount of transaction costs to be expended on additional investigation reduces the amount that can be distributed to holders of clearly valid claims. The Trustees may, in appropriate circumstances, contest the validity of any claim notwithstanding the costs of such contest.

2.5. Amendment of Claims Resolution Procedures

The Trustees, in their discretion after consultation with the NGC Bodily Injury Trust Advisory Committee and the Legal Representative, may change the NGC Bodily Injury Trust Payment Percentage and implement modifications to the procedural requirements for the filing of claims. With the consent of the NGC Bodily Injury Trust Advisory Committee and the Legal Representative or the approval of the Bankruptcy Court, the Trustees may amend these Claims Resolution Procedures from time-to-time to (a) conform to generally suggested changes or advances in scientific or medical knowledge or other changes in circumstances, (b) establish new Baseline Allowed Liquidated Values so long as the relative ratio between asbestos disease categories remains constant or (c) make such other modifications or amendments as may be necessary and appropriate.

2.6. Punitive Damages; Interest

In determining the value of any claim, punitive damages¹ shall not be considered or allowed, notwithstanding their availability in the tort system. The NGC Bodily Injury Trust shall not pay pre-judgment interest, post-judgment interest, interest on deferred payments, nor any other type of interest on an Asbestos Claim.

3. POLICIES AND PROCEDURES FOR FILING, REVIEW, DETERMINATION AND PAYMENT OF ASBESTOS CLAIMS

3.1 Review Method for Asbestos Claims and Filing Elections

a. BI Settlement Claimants

An Asbestos Claimant who is party to a BI Settlement Agreement shall be treated as a Class 5 Claim under the Plan, and shall receive the treatment set forth in section 3.4 below, so long as the following conditions apply:

(1) the BI Settlement Claimant must be a party to a BI Settlement Agreement; (2) the CCR must have determined, prior to the BI Settlement Claim Bar Date, that the documents submitted to the CCR demonstrate that the BI Settlement Claimant qualifies for payment under the BI Settlement Agreement; (3) ACMC's share of the BI Settlement Agreement must not have been paid by the CCR or a CCR member on behalf of ACMC and (4) the BI Settlement Claimant must have submitted a BI Settlement Claim Form to the NGC Bodily Injury Trust or filed under the BI Settlement Claims Filing Protocol (a) no later than the BI Settlement Claim Bar Date or (b) if the CCR Settlement Parties file a BI Settlement Claim as the assignee of a BI Settlement Claimant's rights under a BI Settlement Agreement, the CCR Settlement Parties must have submitted a BI Settlement Claim Form to the NGC Bodily Injury Trust no later than 180 days after the CCR Settlement Parties (as defined in the Plan) obtained the assignment of such BI Settlement Claim.

If an Asbestos Claimant files a BI Settlement Claim Form or submits a claim under the BI Settlement Claim Filing Protocol, but the NGC Bodily Injury Trust determines that such Asbestos Claim does not satisfy the applicable requirements above, then such Asbestos Claimant may resubmit his or her claim under the procedures

¹ For clarification, "punitive damages" means damages that are penal, rather than compensatory, in nature. Neither the NGC Bodily Injury Trust, nor any mediator, arbitrator, jury or court shall allow damages that are intended to punish based on allegations of wanton, reckless, gross, outrageous or intentional misconduct or acts. In evaluating an Asbestos Claim under the law of a particular Applicable Jurisdiction, the claim evaluator will ignore technical labels and will instead be guided by the character of the damages asserted. For example, although damages arising under the Alabama Wrongful Death Statute have been labeled "punitive damages" by Alabama courts, such label will not bar the allowance of claims under the Alabama Wrongful Death Statute that assert only actual compensatory damages against the NGC Bodily Injury Trust.

applicable to ER or IR claims within the time frame set forth in section 2.1(c)(i). For purposes of determining the amount of a BI Settlement Claim, ACMC's share shall not include any assessment of liability to ACMC from the calculated shares of any other CCR member.

b. Election of Expedited Review or Individualized Review for Asbestos Claims that are Not BI Settlement Claims

(i) Claims Processing Methods. The NGC Bodily Injury Trust will process Asbestos Claims that are not BI Settlement Claims in the following two ways:

(1) *Expedited Review Claims ("ER Claims")* - The expedited review ("ER") election is designed primarily for claimants who the NGC Bodily Injury Trust may easily determine have valid Asbestos Claims. With expedited review, Asbestos Claims are resolved and paid quickly, the claim process is less demanding than the individualized review process and the claimant receives a single cash payment. The payments for the various disease categories are determined based on historical settlement averages in the tort system and then discounting those amounts by 50%. Non-Malignant III claims will only be liquidated under the expedited review method. Final Facility Review under the Alternative Dispute Resolution Procedures to be established by the Trustees is the only review available if an ER Claim is denied.

(2) *Individualized Review Claims ("IR Claims")* - Individualized review ("IR") is intended to resolve more difficult claims with documented exposure to ACMC Products based on historical settlement averages in the tort system. These allowances are expected to be greater than the ER allowances for similar claims. The individualized and detailed examination of each IR Claim requires greater time and effort than expedited review, and for this reason IR Claims will be processed and paid after ER Claims that are filed at the same time.

(ii) Claimants Election. Asbestos Claimants, other than BI Settlement Claims, may elect to have their claims processed as either an ER Claim or an IR Claim; except that Non-Malignant III claims will only be processed as ER Claims.

3.2 Processing of ER Claims and IR Claims

In general, the NGC Bodily Injury Trust will process and, if appropriate, pay ER Claims faster than IR Claims. Both ER and IR Claims will be processed in the order in which the claims are received.

a. ER Claims

ER Claims will be reviewed and paid if allowed before claimants filing at the same time who elect individualized review. Because ER payments are certain, paid sooner and require a less demanding claims process, ER payments will be less than the IR payments for similar claims.

b. IR Claims

IR Claims will be reviewed and paid if allowed at settlement values based on or comparable to historical settlement averages of ACMC in the tort system, taking into account medical and exposure criteria, occupation, age of claimant, jurisdictional impact and other such relevant factors. Above Baseline Allowed Liquidated Values for each disease category will be paid only to those claimants who present credible evidence of the most severe combination of factors including, but not limited to: the most serious injuries and damages within the disease category; definite, prolonged exposure to ACMC Products; or a clear casual connection of injuries to asbestos exposure and to no other casual factors. The Trustees of the NGC Bodily Injury Trust may also take into account additional factors including, but not limited to, wage history and tort system settlement values in the Applicable Jurisdiction.

c. Exigent Claims

The NGC Bodily Injury Trust shall give priority in processing to exigent claims, which include only those cases where the claimant's circumstances require priority resolution of the claim. Living claimants filing a mesothelioma claim shall automatically be treated as exigent claims.

d. Extraordinary Claims

An Asbestos Claimant who is an IR claimant may request in writing treatment as an "Extraordinary Claim." The NGC Bodily Injury Trustees may, in their discretion, designate a limited number of claims as Extraordinary Claims. In determining whether to allow a claim as an Extraordinary Claim, the Trustees shall consider the assets available to the NGC Bodily Injury Trust and all relevant evidence including, but not limited to -- the age and number of the claimant's dependents; economic factors such as unusually high wage loss; evidence that no other factors, such as use of tobacco, contributed to the claimant's condition; evidence of an unusually high level of exposure to asbestos or that the overwhelming majority of the claimant's asbestos exposure was to ACMC Products. Payments to holders of Extraordinary Claims may not exceed the Maximum Value, as set forth in the table attached hereto as Exhibit 1 hereto, for the appropriate disease and occupation category times the then applicable NGC Bodily Injury Trust Payment Percentage.

e. NGC Bodily Injury Trust Payment Percentage

In determining the NGC Bodily Injury Trust Payment Percentage to be applied to the Allowed Liquidated Values that are based on ACMC's historical settlement averages

in the tort system, the Trustees will rely on expert advice with respect to the number and amount of present and future claims against ACMC, the cost of claims processing, and the value of the NGC Bodily Injury Trust's assets and projected earnings on those assets. As with any attempt to forecast assets and liabilities over a long period, there will be a substantial amount of uncertainty. In recognition of this uncertainty, the Trustees, in consultation with the NGC Bodily Injury Trust Advisory Committee and the Legal Representative, will recalculate the NGC Bodily Injury Trust Payment Percentage no less frequently than every two years based on the factors described in section 2.2 above.

3.3 ALV Determination and Payments

The Baseline Allowed Liquidated Values ("ALV") for ER Claims and IR Claims, by disease category, is set forth in the table attached hereto as Exhibit 1. The ALV schedules for the ER and IR Claims have as their starting point ACMC's share of the group settlement averages, negotiated by the CCR and billed to ACMC for payment from January 1, 1998 to August 28, 2000, in the respective disease categories.

a. ER Claims

The ALV for ER Claims for the various diseases categories is set forth in the table attached hereto as Exhibit 1. The ALV for ER Claims reflects the Baseline ALV for the disease categories discounted by 50%. The discount has been applied because ER Claims will be paid by the NGC Bodily Injury Trust substantially quicker than such Asbestos Claims would be paid in the tort system and the claims processing is less demanding than the IR process. The ER payment for each claim will be the ALV for ER Claims reflected on Exhibit 1 multiplied by the current NGC Bodily Injury Trust Payment Percentage. A single payment will be made as soon as practicable after receipt, review and allowance of the completed claim forms and receipt of a fully executed release.

b. IR Claims

The Baseline for payment offers to claimants submitting allowed IR Claims will be the Allowed Liquidated Values set forth in the table attached hereto as Exhibit 1. To determine whether the appropriate ALV for an IR Claim should be higher or lower than the Baseline, the NGC Bodily Injury Trust will look to the amounts historically paid by ACMC to resolve claims with similar characteristics. This will be accomplished by statistically analyzing previously settled claims, and identifying claim characteristics that have historically correlated with settlement values. The characteristics will be those that have historically been used to determine the value of a claim in the tort system. The results of this analysis will be the development, by the Trustees, of valuation guidelines to be used by the NGC Bodily Injury Trust to determine specific ALVs for IR Claims. The resulting rules will be a multi-dimensional range of values based on claim characteristics that have historically influenced claim values paid by ACMC. While the NGC Bodily Injury Trust will not have nor follow a published claim matrix, the claimant characteristics that will be considered in determining the proper ALV for an IR Claim may include, but will not be limited to: occupation, Applicable Jurisdiction, confirmed injury, age, seriousness of the disease within the disease category, definite, prolonged

exposure to ACMC Products, job site of exposure, wage history and disability status, x-ray and diagnostic test findings, medical signs and symptoms, and smoking history (the “Individual Factors”). The historical settlement averages reflect significant differences based on occupation and jurisdiction, and these differences will be reflected in the ALV for particular claims.

The amounts shown for each disease category on the ALV schedules establish the Baseline ratios of ALVs. Under the IR method it is possible that, due to the presence and severity of Individual Factors, the ratios of the actual average ALVs in a particular year will be higher or lower than the Baseline ratios. For example, claimant C has been a drywall installer for all of his working life and demonstrates, though supporting evidence, this occupational history and substantial and prolonged direct exposure to ACMC Products. The occupational factor may have the effect of increasing the value of the ALV by as much as 100%, depending upon the impact of the other Individual Factors. Conversely, claimant S has been a shipyard worker during the portion of his working life in which he was exposed to asbestos and demonstrates, through supporting evidence, that his exposure to ACMC Products has been indirect and intermittent. The occupational factor for claimant S may have the effect of decreasing the value of the ALV by as much as 40%, depending upon the impact of the other Individual Factors.

Similarly, the average ALV for each disease category may vary from the baseline, due to the application of Individual Factors. The Trustees may periodically review the application of Individual Factors to the ALVs.

Holders of allowed IR Claims will be paid the ALV of their claim multiplied by the then current NGC Bodily Injury Trust Payment Percentage. IR Claims allowed during the first 30 months after the Claim Materials Distribution Date will be paid in two installments. The first payment, which will be made as soon as practicable after the IR Claim is allowed, will be in an amount equal to 75% of the Allowed Liquidated Value multiplied by the NGC Bodily Injury Trust Payment Percentage in effect at the time such IR Claim is first allowed. The second payment, which will be made no later than 31 months after the Claim Materials Distribution Date, will be in an amount equal to the Allowed Liquidated Value multiplied by the then current NGC Bodily Injury Trust Payment Percentage minus the amount of the first payment. At any time the Trustees may, in their discretion, adopt a single payment program or continue the two-step payment program beyond the initial 30-month period.

Payments will only be made to claimants who meet the Medical Criteria of Section 3.11 and who otherwise have compensable claims under applicable law. Any IR claimant whose Asbestos Claim is disallowed for failure to meet the Medical Criteria or other requirements of these Claims Resolution Procedures, but who nevertheless claims to have an asbestos-related disease that is compensable under the tort law of the Applicable Appellate Jurisdiction, shall be entitled, upon request, to submit such claim to arbitration. Arbitrators shall return awards establishing the Allowed Liquidated Value, if any, (1) only on proof that the claimant has an injury compensable under the law of the Applicable Appellate Jurisdiction and (2) in an amount no greater than the Maximum Value of the applicable compensable disease category, as set forth in Exhibit 1 to the

Claims Resolution Procedures. If the claimant opts for arbitration and then rejects the award, the claimant shall be entitled to a jury trial and to payment of any verdict, pursuant to section 3.6 of these Claims Resolution Procedures.

c. General ER/IR Procedures

If the NGC Bodily Injury Trust denies a claim because it does not meet the Medical Criteria at that time, but the claimant later develops a condition that does meet the Medical Criteria and submits a claim for compensation under these Claims Resolution Procedures, the NGC Bodily Injury Trust shall not reject such claimant's claim on the basis of the statute of limitations or any applicable doctrine concerning staleness of claims, unless the claim (1) would have been time-barred under the law of the Applicable Jurisdiction as of June 16, 2000 or (2) is asserted against the NGC Bodily Injury Trust after the expiration of the filing deadlines, as set forth in sections 2.1.c and d above for the disease for which such claim is filed.

The statute of limitations of the Applicable Jurisdiction shall be tolled for the following periods: (1) from June 16, 2000 through November 30, 2004, (2) for Asbestos Claims filed against another defendant in the tort system, from the date such claim is filed against such defendant in the tort system through the date such tort system claim is resolved, either through litigation or settlement, (3) for BI Settlement Claims that have been disallowed, the statute of limitations for such claimants to resubmit an ER or IR Claim, as permitted by section 1.3, shall be tolled from the date the Trust makes available to claimants, through counsel, the BI Settlement Claim Form or the BI Settlement Claim Filing Protocol through 180 days thereafter and again from the date the claimant files the BI Settlement Claim with the Trust through 180 days after the Trust's disallowance notice with respect to the BI Settlement Claim is sent to the claimant, and (4) from the date a claim is filed with the NGC Bodily Injury Trust until the later of (x) 180 days after an offer is made to the claimant by the NGC Bodily Injury Trust under ER or IR or (y) 90 days after the claimant rejects the award rendered in timely-commenced arbitration pursuant to these Claims Resolution Procedures. Additionally, any holder of an Asbestos Claim which is first diagnosed after June 16, 2000, may file his or her claim with the NGC Bodily Injury Trust, regardless of whether the claim would otherwise be barred by applicable statutes of limitations or repose, provided the Asbestos Claim is filed no later than three (3) years after the later of the expiration of the tolling period set forth in (1) above or the date of the diagnosis of the asbestos-related disease.

Upon written notice, a claimant may withdraw a filed claim at any time prior to determination of such claim by the Trust. Thereafter, such claimant may file another claim which shall be treated (i) for statute of limitation purposes as having been filed the date of the filing of the original withdrawn claim and (ii) for order of processing as having been filed on the date of the subsequent filing.

3.4 BI Settlement Agreements

BI Settlement Claimants shall have their claims processed, reviewed, determined and paid as follows:

a. BI Settlement Claims shall be submitted on the BI Settlement Claim Form or under the BI Settlement Claims Filing Protocol. The Trustees may allow bulk submission of BI Settlement Claims. If the Trustees determine, in their discretion, that the data available to the NGC Bodily Injury Trust concerning the amounts owed to BI Settlement Claimants is reasonably reliable, the NGC Bodily Injury Trust may use such data in determining the allowability of BI Settlement Claims without requiring the filing of individual claim forms by BI Settlement Claimants.

b. Asbestos Claimants that have valid BI Settlement Claims shall be reviewed and paid, if allowed, prior to claimants filing at the same time who elect Individualized Review. The ALV of a BI Settlement Claim shall be ACMC's share of the amount payable to the BI Settlement Claimant by the CCR under the BI Settlement Agreement. ACMC's share under a BI Settlement Agreement shall be determined as the total amount due under such BI Settlement Agreement multiplied by the percentage of such amount which would be allocated to ACMC under the CCR Producer Agreement without any adjustment for application of the CCR Reimbursement Agreement and without any assessment of additional liability to ACMC from the calculated share of any other CCR member.

c. BI Settlement Claimants with allowed claims shall be paid in a single payment the sum of (i) the ALV (as determined in the preceding paragraph) multiplied by the NGC Bodily Injury Trust Payment Percentage plus (ii) in the case of BI Settlement Claims submitted prior to the BI Settlement Claim Bar Date, the ALV (as determined in the preceding paragraph) multiplied by 5%; provided however, that the amount payable under subpart (ii) shall be limited and shall not exceed 20% of the payment made pursuant to subpart (i). The additional amount to be paid pursuant to subpart (ii) compensates the BI Settlement Claimant for any potential joint and several liability claims that such claimant may possess by virtue of its BI Settlement Agreement. By way of example only, if the then current NGC Bodily Injury Trust Payment Percentage is 25%, holders of valid BI Settlement Claims will be entitled to 30% of ACMC's share of the amount payable to the BI Settlement Claimant by the CCR under the BI Settlement Agreement. If the then current NGC Bodily Injury Trust Payment Percentage equals 20%, the additional payment under provision (ii) above would be limited to 4% resulting in a payment to holders of BI Settlement Claims of 24%.

d. No payments will be made to BI Settlement Claimants whose CCR BI Settlement Agreement is not valid and enforceable under the law of the jurisdiction applicable to such Agreement.

3.5 Releases

An Asbestos Claimant accepting an ER or IR payment to resolve a malignant disease claim must execute a full release of ACMC, the NGC Settlement Trust, New NGC and the NGC Bodily Injury Trust consistent with applicable state law. A claimant accepting an ER or IR payment to resolve a non-malignant disease claim must execute a full release of ACMC, the NGC Settlement Trust and New NGC, and a limited release (preserving only claims covered by the following paragraph) of the NGC Bodily Injury Trust. A BI Settlement Claimant who

receives a distribution to resolve a malignant disease claim must execute a full release of ACMC, the NGC Settlement Trust, New NGC and the NGC Bodily Injury Trust consistent with applicable state law, which release shall specifically include a release of any joint and several claims held by such claimant against ACMC, the NGC Settlement Trust, New NGC or the NGC Bodily Injury Trust related to any applicable BI Settlement Agreement. A BI Settlement Claimant who receives a distribution to resolve a non-malignant disease claim must execute a full release of ACMC, the NGC Settlement Trust and New NGC and a limited release (preserving only claims covered by the following paragraph) of the NGC Bodily Injury Trust consistent with applicable state law, which release shall specifically include a release of any joint and several claims held by such claimant related to his or her BI Settlement Agreement.

Any claimant who receives an ER or IR payment or a payment for a BI Settlement Claim for a non-malignant asbestos injury may file a new asbestos bodily injury claim with the NGC Bodily Injury Trust for an asbestos-related malignancy that is subsequently diagnosed. Any claimant who receives an ER or IR payment or a payment for a BI Settlement Claim to resolve a Non-Malignant II or Non-Malignant III claim may also file a new bodily injury claim that may be allowed as a Non-Malignant I or II claim, respectively. Similarly, any claimant who received a payment from or on behalf of ACMC prior to implementation of the Claims Resolution Procedures for a non-malignant asbestos injury may file a new bodily injury claim with the NGC Bodily Injury Trust for an asbestos-related malignancy. Any additional payments, to which such claimant may be entitled, shall be reduced by the amount of any prior ER, IR, BI Settlement Claim or other payment(s) to that Asbestos Claimant for or on behalf of ACMC.

3.6 Appeal or Review of NGC Bodily Injury Trust Evaluation of a Claim

The decision to deny a BI Settlement Claim or a claim determined under the ER method is not reviewable; provided however, the claimant, unless the claim is a Non-Malignant III claim, may then elect to file an IR claim using the appropriate forms and procedures. A claimant whose Non-Malignant III claim is denied may initiate the Final Facility Review process that has been established by the Trustees as part of the Trust's Alternative Dispute Resolution Procedures.

If an IR claimant, including an IR claimant who requested review as an Extraordinary Claim, rejects the ALV determined by the NGC Bodily Injury Trust, the claimant may, within 180 days of receipt of the Trust's ALV determination, initiate Final Facility Review or arbitration in accordance with procedures established by the Trustees.

Arbitrators will determine the proper disease category for the claim and the value of the claim under the law of the Applicable Appellate Jurisdiction. The value of the claim may not exceed the Maximum Value, as set forth on Exhibit 1, for the disease category. Arbitrators may consider any relevant factors, including assertion by the NGC Bodily Injury Trust of defenses to successor liability on the part of New National Gypsum Company under state law applicable to the particular claim. If a claimant submits to arbitration and accepts the award, the award will establish the ALV of the claim and the claimant's payment will be the ALV multiplied by the then current NGC Bodily Injury Trust Payment Percentage.

Claimants (other than BI Settlement Claimants) desiring to have their claim resolved by litigation may file a lawsuit against the NGC Bodily Injury Trust only after the rejection of an

award rendered in arbitration under these Claims Resolution Procedures. Such lawsuit must be filed within the filing deadline set forth in section 2.1.c or d for the disease for which such claim was filed. Venue for Asbestos Claims shall be unchanged by the Reorganization Case. The Applicable Appellate Jurisdiction's law shall apply. For purposes of this section 3.6, the Applicable Appellate Jurisdiction shall be either (a) the law of the state (as of the August 19, 2002 Petition Date) where the claimant filed an asbestos disease lawsuit prior to June 16, 2000 naming ACMC or (b) in the event no such lawsuit has been filed, the law of the state (as of the August 19, 2002 Petition Date) in which the claimant was exposed to ACMC Products or the state where the claimant resides. All claims and defenses that exist under the law of the Applicable Appellate Jurisdiction shall be available to both sides at trial. The NGC Bodily Injury Trust may waive any defense that would purport to establish that ACMC was not liable for asbestos-related diseases caused by its asbestos-containing products. The NGC Bodily Injury Trust may concede product defect and that the product defect caused any asbestos-related injury and, in such case, the claimant shall be precluded from introducing any additional evidence on the product defect issue.

The award of an arbitrator and the positions and admissions of the parties during alternative dispute resolution procedures are not admissible for any purpose at trial by a party or third party and are expressly determined not to be admissions of either party. If necessary, the Trustees may obtain an order from the U.S. District Court for the Northern District of Texas, Dallas Division 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 NGC Bodily Injury Trust, or containing any other provision in order to ensure that the NGC Bodily Injury Trust fulfills its obligations in accordance with the principles set forth herein.

A claimant who rejects both the payment offered by the NGC Bodily Injury Trust and an award in arbitration under these Claims Resolution Procedures, and later obtains a judgment for money damages against the NGC Bodily Injury Trust shall have a claim with an ALV equal to the judgment.

If the judgment (less any portion thereof representing Non-Compensatory Damages) is equal to or less than the Maximum Value, as set forth on Exhibit 1, for the applicable disease category, the claimant will be paid, as soon as practicable after the judgment is final, the judgment amount (less any portion thereof representing Non-Compensatory Damages) multiplied by the then current NGC Bodily Injury Trust Payment Percentage.

If the judgment (less any portion thereof representing Non-Compensatory Damages) is greater than the Maximum Value, as set forth on Exhibit 1, for the applicable disease category, the claimant will be paid, as soon as practicable after the judgment is final, the then current NGC Bodily Injury Trust Payment Percentage on the Maximum Value for the applicable disease category. The balance of the judgment less any portion thereof representing Non-Compensatory Damages, if any, will be subordinated to the initial payment in full of all other current and future Asbestos Claims. The payment of that portion of any judgment representing Non-Compensatory Damages shall be subordinated to the payment in full of all judgment amounts representing awards for compensatory damages.

3.7 Indirect Asbestos Claims

Indirect Asbestos Claims asserted against the NGC Bodily Injury Trust may not be processed or paid by the NGC Bodily Injury Trust unless and until the Indirect Asbestos Claimant establishes to the satisfaction of the Trustees that (a) the Indirect Asbestos Claimant is an entity that is or was co-liable with ACMC or the NGC Bodily Injury Trust on a claim of an underlying Asbestos Claimant, (b) the Indirect Asbestos Claimant has paid in full the liability and obligations of the NGC Bodily Injury Trust, ACMC and/or the NGC Settlement Trust to the direct Asbestos Claimant to whom the NGC Bodily Injury Trust, ACMC and/or the NGC Settlement Trust would otherwise have had an obligation under these Claims Resolution Procedures, (c) the Indirect Asbestos Claim is not disqualified or subordinated, in whole or part, under § 509 of the Bankruptcy Code and (d) the underlying Asbestos Claimant and the Indirect Asbestos Claimant have forever released ACMC, the NGC Settlement Trust, New NGC and the NGC Bodily Injury Trust from all liability to the underlying Asbestos Claimant. Indirect Asbestos Claims shall be processed under these Claims Resolution Procedures in the same manner as the underlying Asbestos Claim would have been processed. In no event shall any Indirect Asbestos Claimant have any rights against the NGC Bodily Injury Trust superior to the rights of the related direct Asbestos Claimant against the NGC Bodily Injury Trust, including any rights with respect to the information required in a proof of claim or the timing, amount or manner of payment. The NGC Bodily Injury Trust shall not pay any Indirect Asbestos Claimant unless and until the Indirect Asbestos Claimant's aggregate liability for the direct Asbestos Claimant's claim has been fixed, liquidated and paid by the Indirect Asbestos Claimant pursuant to a settlement (with an appropriate release in favor of ACMC, the NGC Settlement Trust, New NGC and the NGC Bodily Injury Trust) or a Final Order. In any case where the Indirect Asbestos Claimant has satisfied the claim of a direct Asbestos Claimant against the NGC Bodily Injury Trust, ACMC, New NGC and/or the NGC Settlement Trust by way of a settlement, the Indirect Asbestos Claimant shall obtain for the benefit of the NGC Bodily Injury Trust, ACMC and/or the NGC Settlement Trust, as applicable, a release in form and substance satisfactory to the Trustees. The Trustees may require the filing of a separate proof of claim for Indirect Asbestos Claims.

Any dispute regarding the propriety or reasonableness of the procedures employed by the Trustees for the evaluation of Indirect Asbestos Claims shall be determined by the Bankruptcy Court, which has retained jurisdiction to hear and determine such dispute. Any dispute regarding the allowance or disallowance of a particular Indirect Asbestos Claim shall be governed by the appeal and review procedures of section 3.6 of these Claims Resolution Procedures.

3.8 Derivative Asbestos Claims

Derivative Asbestos Claims may be asserted against the NGC Bodily Injury Trust and shall be processed under these Claims Resolution Procedures in the same manner as the underlying Asbestos Claim would have been processed. A Derivative Asbestos Claim will not be considered by the NGC Bodily Injury Trust if it is duplicative of any other Asbestos Claim asserted by an Entity against the NGC Bodily Injury Trust. Because a Derivative Asbestos Claim is, by definition, an Asbestos Claim against a Protected Party, and because such Asbestos Claim could be directly asserted against the NGC Bodily Injury Trust, the Trustees anticipate

that all Derivative Asbestos Claims would be disallowed as duplicative of Asbestos Claims filed against the NGC Bodily Injury Trust.

3.9 Initiating a Claim

a. BI Settlement Claimant

Unless the Trustees permit otherwise, a BI Settlement Claimant must complete and file with the NGC Bodily Injury Trust on or before the BI Settlement Bar Date a *BI Settlement Claim Form* with all the supporting documentation required by the BI Settlement Form.

b. ER Claim

If a claimant elects to file an ER claim, he or she must file a completed *Expedited Review Claim Form* (“ER Form”) with all the supporting documentation required by the ER Form. Holders of Non-Malignant III claims shall only be entitled to submit ER Forms.

c. IR Claim

If a claimant elects to file an IR claim, he or she must file a completed *Individualized Review Claim Form* (“IR Form”) with all the supporting documentation required by the IR Form.

A claimant must submit the appropriate, fully completed Claim Form, including all supporting information required by the form or applicable instructions. Any Claim Form that is not ultimately completed, or is missing any of the requested supporting information, will be disallowed by the NGC Bodily Injury Trust. Asbestos Claimants need not retain attorneys to represent them or to submit claims to the NGC Bodily Injury Trust.

3.10 Proof of Exposure

The Asbestos Claimant submitting an ER Form or an IR Form must demonstrate exposure to ACMC Products. This exposure could have occurred while the exposed person was engaged in carrying out job responsibilities or avocational pursuits or, in the case of a spouse or household member of a person having such exposure, as secondary exposure to such exposure. For all disease categories other than mesothelioma, the evidence of such exposure must be sufficient to show exposure to the asbestos or asbestos-containing product on a regular basis over some extended period of time in proximity to where the exposed person actually worked, or an equivalent exposure secondary to occupational or avocational exposure.

To demonstrate exposure to an ACMC Product, the claimant should provide an affidavit of the claimant or a co-worker setting forth sufficient information giving rise to a reasonable inference of exposure to support a legally viable cause of action, which should include some or all of the informational items listed in (a) through (e) below:

- a. Specify the occupation and describe the job duties or otherwise describe the circumstances that led to exposure to an ACMC Product.
- b. In the case of occupational exposure, describe the industry where exposed, and how the asbestos product was used in this industry, at each specific exposure site.
- c. In the case of occupational exposure, specify the employer(s) or job site(s) where exposure occurred.
- d. In the case of occupational exposure, specify the time period employed at each specific job site.
- e. Specify the nature of the injured person's exposure to ACMC Products (e.g., the frequency of exposure, the duration of exposure, whether exposure was from working directly with the product, working in the area where the product was handled, working in the area where the product was present, either visible or hidden from view).

The NGC Bodily Injury Trust may request supporting documentation from any claimant, and such claimant shall supply such documentation to the extent it is within his or her possession or control.

3.11 Medical Proof

a. Medical Criteria

A claimant submitting an ER Form or an IR Form, to meet the Medical Criteria required for an allowed claim, must:

- (i) Provide a medical report from a Qualified Physician diagnosing an asbestos-related injury and additional proof, dependent upon the injury alleged;
- (ii) Document that at least 10 years elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis of an asbestos-related injury;
- (iii) Depending upon the asbestos-related disease alleged, meet the requirements listed for that disease; and
- (iv) Submit, if Qualified Pulmonary Testing is needed to meet the Medical Criteria for the disease claimed, (a) a complete report of pulmonary function testing (not a summary report) if the pulmonary function testing must substantially conform to the quality criteria and standards established by the American Thoracic Society to constitute Qualified Pulmonary Function Testing or (b) either a complete or a summary report of pulmonary function testing if the testing meets the ATS Compliance Presumption or the report is accompanied by information satisfying the Grandfather Exception. Note: Pursuant to the Trustee Resolutions of the NGC Bodily Injury Trust dated April 1, 2006, the ATS

Compliance Presumption and the Grandfather Exception shall only be in effect until May 1, 2008; and subsequently extended on March 28, 2008 to May 1, 2010.

b. Mesothelioma

(i) Diagnosis by a Qualified Physician referencing pathological findings of a board certified pathologist of a malignant tumor caused or contributed to by exposure to asbestos originating in the mesothelia cells of the pleura, peritoneum or like tissue, or

(ii) a reasonably equivalent clinical diagnosis by a Qualified Physician in the absence of adequate tissue for pathological diagnosis.

c. Lung Cancer

(i) Diagnosis by a Qualified Physician of a malignant primary bronchogenic tumor of any cell type caused or contributed to by exposure to asbestos.

(ii) To qualify for compensation under this category, a claimant must demonstrate the existence of primary asbestos-related cancer of the lung and provide evidence related to one of the following criteria:

(1) Demonstration by medical report of the existence of one of the following:

(a) Bilateral interstitial lung disease,

(b) Unilateral pleural disease (plaques or thickening) of at least ILO Grade B in the absence of any other clinical explanation or bilateral pleural disease (thickening or plaques), or

(c) Pathological evidence of asbestos; or

(2) Demonstration of at least ten (10) years of exposure to asbestos-containing materials in employment regularly requiring work in the immediate area of visible dust.

d. Other Cancer

(i) Diagnosis by a Qualified Physician of a malignant primary tumor of the colon, larynx, esophagus, pharynx, stomach or rectum caused or contributed to by exposure to asbestos; and

(ii) Demonstration by a clinical or pathological medical report that meets the criteria for Non-Malignant I or Non-Malignant II.

e. Non-Malignant I

Qualification as a Non-Malignant I allowed claim requires a diagnosis of a Non-Malignant I qualifying disease by a Qualified Physician based on one of the following:

(i) Asbestosis I-A diagnosis requires one of the following:

(1) In the case of a deceased claimant, a diagnosis by or referencing a finding of a physician who is board certified in the field of pulmonology or pathology that an asbestos-related disease was a substantial contributing cause of death.

(2) In the case of either a living or deceased claimant, a diagnosis requiring:

(a) A certified B-reader report or report from a Qualified Physician of chest x-rays showing small irregular opacities of ILO Grade 2/1 or greater, and

(b) Qualified Pulmonary Function Testing that shows evidence of lung capacity of 70% or less based on acceptable measurements of FVC or TLC.

(ii) Asbestosis I-B diagnosis requires one of the following minimum objective criteria:

(1) A certified B-reader report or report from a Qualified Physician of chest x-rays showing small irregular opacities of ILO Grade 1/0; and

(2) Qualified Pulmonary Function Testing that shows one of the following:

(a) $FVC < 80\%$ of predicted with $FEV_1/FVC \geq 72\%$ (actual value) [65% if ≥ 68 years old]; or

(b) $TLC < 80\%$ of predicted; or

(c) $FEV_1/FVC \geq 72\%$ (actual value) [65% if ≥ 68 years old] with $DLCO < 76\%$ of predicted, or

(d) $FVC \leq 80\%$ of predicted with bilateral basilar crackles, in the absence of any other clinical explanation.

(3) 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 or emphysema) demonstrates bilateral

interstitial fibrosis or a pattern of peribronchiolar or parenchymal scarring in the presence of characteristic asbestos bodies.

(iii) Diffuse Pleural Thickening I requires:

(1) A certified B-reader report or report from a Qualified Physician of chest x-rays showing small irregular opacities of ILO Grade B-2 or C-1 or higher; and

(2) Qualified Pulmonary Function Testing that shows one of the following:

(a) $FVC < 80\%$ of predicted with $FEV_1/FVC \geq 72\%$ (actual value) [65% if ≥ 68 years old]; or

(b) $TLC < 80\%$ of predicted.

f. Non-Malignant II

Qualification as a Non-Malignant II allowed claim requires a diagnosis of a Non-Malignant II qualifying disease by a Qualified Physician based on one of the following:

(i) Asbestosis II requires a certified B-reader report or report from a Qualified Physician of chest x-rays showing small irregular opacities of ILO Grade 1/0 for a claimant who does not meet the pulmonary function testing requirement of Asbestosis I.

(ii) Pleural Thickening II requires a certified B-reader report or report from a Qualified Physician of chest x-rays of ILO Grade B-2 or C-1 or higher for a claimant who does not meet the pulmonary function testing requirement of Pleural Thickening I.

g. Non-Malignant III

Qualification as a Non-Malignant III allowed claim requires a diagnosis of a Non-Malignant III qualifying condition by a Qualified Physician based on a certified B-reader report that demonstrates one of the following:

(i) Fibrosis III requires a certified B-reader report or report from a Qualified Physician of chest x-rays that demonstrates an asbestos-caused abnormality that is less than ILO Grade 1/0; or

(ii) Pleural Changes III requires documentation of bilateral pleural condition (plaques or thickening) diagnosed on the basis of x-ray, CT scan, HRCT scan or pathological evidence.

The NGC Bodily Injury Trust may take into consideration the disease determination of other asbestos claims resolution organizations.

3.12 Auditing, Monitoring and Verifying

The NGC Bodily Injury Trust will conduct random and other audits to verify information submitted in connection with claims. The NGC Bodily Injury Trust, in accordance with provisions of the NGC Bodily Injury Trust Agreement, will develop methods for auditing information about exposure to asbestos products and the reliability of medical evidence. The standard for such audits by the NGC Bodily Injury Trust shall include a requirement that all medical evidence used in making determinations of disease comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. These audits may require the submission of additional information, if reasonably available, such as x-ray films or pulmonary function test tracings and other backup data, and may include independent readings of x-rays, tissue samples, laboratory tests, and pulmonary function tests.

In the event that an audit reveals that invalid information has been provided to the NGC Bodily Injury Trust, the Trustees may penalize any claimant or claimant's attorney by disallowing the Asbestos Claim or seeking sanctions from the U.S. District Court for the Northern District of Texas-Dallas Division as the Trustees deem to be necessary, including the requirement of payment by the offending source to offset the costs associated with the audit and any future audit(s), reordering the priority of payment of Asbestos Claims, raising the level of scrutiny of additional information submitted from the same source(s), or prosecuting the claimant and/or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152. The Trustees may also, after audit or appropriate investigation, refuse to accept medical evidence from certain doctors or facilities or determine that the ATS Compliance Presumption shall not apply to a particular claim or group of claims.

The NGC Bodily Injury Trust shall consult with the NGC Bodily Injury Trust Advisory Committee and the Legal Representative with regard to audit procedures and, failing consent, shall have the right to institute such procedures in the absence of a Court order to the contrary.

3.13 Confidentiality

Submissions with respect to Asbestos Claims asserted in the NGC Bodily Injury Trust shall be deemed to be part of a settlement discussion and be kept confidential and shall not be admissible or discoverable in any court proceeding not directly related to Claims submitted under these Claims Resolution Procedures.

3.14 Required Information

Unless the Trustees permit otherwise with respect to BI Settlement Claims, all claimants will be required to submit a Claim Form to the NGC Bodily Injury Trust as well as other supporting documentation. Both ER Claim Forms and IR Claim Forms will be developed by the Trustees, after consultation with the NGC Bodily Injury Trust Advisory Committee and the Legal Representative, to result in efficient filing by claimants consistent with the limited distribution to be made to such claimants under these Claims Resolution Procedures. Information requirements for an ER filing or a claim submitted under section 3.4 will constitute a

subset of the information required for an IR filing. The information required for the filing of an IR may include, but not be limited to, the following:

a. Injured Party Information

Full Name
Social Security Number
Date of Birth
Is injured party living?
Mailing Address
Daytime Phone
If injured party is deceased:
 Date of Death
Was death asbestos-related?

If injured party has a personal representative other than, or in addition to, his/her attorney:

Name
Social Security Number
Mailing Address
Daytime Phone
Relationship to Injured Party

b. If claimant is represented by counsel

Attorney Name
Paralegal or Contact Name
Name of Law Firm
Firm Address (Street, City, State, Zip)
Attorney Phone
Attorney Fax
Attorney E-Mail Address
Law Firm Contact Phone
Law Firm Contact Fax
Law Firm Contact E-mail

c. Diagnosed Asbestos-Related Injuries

For all injuries that have been or were diagnosed for the injured party and for which medical documentation is submitted:

Diagnosis by a Qualified Physician
Date of Diagnosis
Copies of reports, if available, of lung function tests, x-ray readings and pathology results as provided by the diagnosing Qualified Physician

d. Dependents and Beneficiaries

For any other person(s) who may have rights associated with this claim (including all spouses and dependents):

Full Name
Date of Birth
Relationship
Financial Dependency

e. Occupational Exposure to ACMC Products

For each site, industry or occupation in which claimant alleges exposure to asbestos:

Date Exposure Began
Date Exposure Ended
Occupation
Employee of National Gypsum Company
Description of Job Duties
Industry in which exposure occurred
Description of how and why asbestos products were used at the site
Employer
Site or Location of exposure
Plant or Site Name
Location at plant or site where exposure occurred (City and State)
Description of how injured party was exposed to ACMC Product(s)
Name of ACMC Product(s) to which injured party was exposed

f. Exposure to an Occupationally Exposed Person

If the claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member (Occupationally exposed person information must be completed in addition to the following):

Date Exposure to Other Person Began
Date Exposure to Other Person Ended

Relationship to occupationally exposed individual
Description of how injured party was exposed to the person or ACMC Product(s)

g. Smoking/Tobacco History

For each type of tobacco product the injured party has smoked or used:

Tobacco Product (cigarette, cigar, pipe)

Date Began

Date Ended

h. Other Asbestos Products

Names of other asbestos products to which claimant was occupationally exposed.

i. Asbestos Litigation

If a lawsuit has ever been filed on behalf of the injured party:

State in which the suit was originally filed

Name of court in which suit was originally filed

Date on which the suit was originally filed

Was Old NGC, ACMC or the NGC Settlement Trust a named defendant in the suit?

Whether the injured party received settlement or judgment money from Old NGC, ACMC or the NGC Settlement Trust?

Whether the injured party settlement or judgment money from another defendant paying some or all of the liability of Old NGC, ACMC or the NGC Settlement Trust? If yes, how much, when, and from which defendants?

Aggregate settlement amount received from all defendants to date

Current status of this suit

If this suit has been dismissed or has received a judgment:

Date of Verdict

Name of Defendant(s)

Verdict Amount

j. Workers' Compensation/Other Disability Claims

If the injured party ever received disability benefits related to asbestos:

Name of organization granting benefits

Date benefits began

Date benefits ended

Monthly benefit stipend

Name of company claim was filed against

k. Employment Information

Current Employment Status
Amount of last annual wage
Date of last wage received

l. In addition to the above information, claimants may be required to provide supporting documentation in the form of

Death Certificate (if claimant deceased)
Certificate of Official Capacity (if personal representative is filing form)
Medical Records supporting the diagnosis of alleged injuries
Supplemental medical documentation from another trust(s) (discretionary) Proof of ACMC Product exposure supporting the alleged exposure
W-2 and first page of Form 1040 for last year of full employment (if lost wages are being claimed)
Social security or other employment records

4. KEY DEFINITIONS

The following are key definitions used in these Claims Resolution Procedures. Please consult the Plan for a complete set of definitions used therein.

- a. "ACMC" means Asbestos Claims Management Corporation.
- b. "ACMC Products" means asbestos-containing products manufactured, sold or distributed by old National Gypsum Company.
- c. "ALV" or "Allowed Liquidated Value" shall mean the dollar amount allowed for a particular Asbestos Claim under these Claims Resolution Procedures.
- d. "Applicable Appellate Jurisdiction" shall be either (a) the law of the state (as of the August 19, 2002 Petition Date) where the claimant filed an asbestos disease lawsuit prior to June 16, 2000 naming ACMC or (b) in the event no such lawsuit has been filed, the law of the state (as of the August 19, 2002 Petition Date) in which the claimant was exposed to ACMC Products or the state where the claimant resides.
- e. "Applicable Jurisdiction" means either (1) the law of the state (as of the August 19, 2002 Petition Date) where the claimant has filed a lawsuit against ACMC or another defendant seeking recovery for an Asbestos Claim; or (2) in the event no such lawsuit has been filed, the law of the state (as of the August 19, 2002 Petition Date) in which the claimant was exposed to ACMC Products or the state where the claimant resides.
- f. "Asbestos Claim" means any Claim or Demand whenever and wherever arising or asserted by any Entity that relates to or arises, directly or indirectly, by reason of physical, emotional, bodily or other personal injury or damages that is either:

(a) caused or allegedly caused, in whole or in part, directly or indirectly:

(i) by asbestos or asbestos-containing products mined, manufactured, sold, distributed, installed, removed or dealt with in any manner by any ACMC Liable Party, or

(ii) by services, actions, or operations provided, completed or taken by any ACMC Liable Party in connection with asbestos or asbestos-containing products, or

(b) caused or allegedly caused by asbestos or asbestos-containing products for which any ACMC Liable Parties or the NGC Settlement Trust is otherwise liable under the 1993 Reorganization Plan or any applicable law, whether or not arising or allegedly arising, directly or indirectly, from acts or omissions of any ACMC Liable Parties or the NGC Settlement Trust, or any other Entity for or with which any ACMC Liable Party or the NGC Settlement Trust is or may be liable.

Without limiting the generality of the foregoing, Asbestos Claim includes:

(i) any Claim or Demand described in paragraphs (a) or (b) above, whether or not:

(1) diagnosable, manifested or resulting from exposure before, on or after the Confirmation Date or the close of the Reorganization Case;

(2) for compensatory damages, Non-Compensatory Damages, loss of consortium, proximate damages, consequential damages, general damages or special damages; or

(3) reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, bonded, secured, or unsecured or in the nature of, sounding in or based on tort, contract, warranty, statute or any other theory of law, equity or admiralty; and

(ii) any Current Asbestos Claim, Demand, Indirect Asbestos Claim, Derivative Asbestos Claim, Asbestos Expense and BI Settlement Claim.

Asbestos Claim does not include an Asbestos Property Damage Claim.

g. “ATS Compliance Presumption” shall mean a presumption that spirometry, lung volume and diffusing capacity testing substantially conforms to the quality criteria and standards established by the American Thoracic Society (as specified under the definition of Qualified Pulmonary Function Testing below) if (a) the testing was performed at an accredited hospital or by or under the supervision of a board-certified pulmonologist or (b) the test results were utilized by either (i) a board-certified pulmonologist in reaching a diagnosis; or (ii) a Qualified Physician in reaching a

diagnosis and the test results were provided (directly or indirectly) to the Qualified Physician by a board-certified pulmonologist. Note: Pursuant to the Trustee Resolutions of the NGC Bodily Injury Trust dated April 1, 2006, the ATS Compliance Presumption shall only be in effect until May 1, 2008; and subsequently extended on March 28, 2008 to May 1, 2010.

h. "Baseline Or Baseline Value" shall mean the ALV's initially set by the Trustees based on historical settlement averages in the tort system as reflected in Exhibit 1.

i. "Basilar Crackles," sometimes called "rales," shall mean those sounds described in American Thoracic Society, "The Diagnosis of Nonmalignant Diseases Related to Asbestos," 134 American Review of Respiratory Disease, 363, 366 (1986), and shall be observed in accordance with the criteria set forth therein.

j. "BI Settlement Agreement" shall mean

(a) a written settlement agreement, listed on Exhibit Q attached hereto and made a part hereof, by and between (i) an Asbestos Claimant (or his or her authorized agent or representative); and (ii) the CCR, as agent for ACMC; and (b) any other settlement agreement by and between an Asbestos Claimant (or his or her authorized agent or representative) and the CCR, as agent for ACMC.

k. "BI Settlement Claim" shall mean

(a) any Claim under a BI Settlement Agreement as to which (1) the CCR has determined that the documents submitted to the CCR demonstrate that the BI Settlement Claimant qualifies for payment under the BI Settlement Agreement; (2) the BI Settlement Claimant has submitted a BI Settlement Claim Form, as defined in the Claims Resolution Procedures, to the NGC Bodily Injury Trust no later than the BI Settlement Claim Bar Date or, if CCR files a BI Settlement Claim as the assignee of a BI Settlement Claimant's rights under a BI Settlement Agreement, CCR must have submitted a BI Settlement Claim Form to the NGC Bodily Injury Trust no later than 180 days after the CCR Settlement Parties obtain an assignment of such BI Settlement Claim; and (3) ACMC's share of the BI Settlement Agreement has not been paid by the CCR or a CCR member on behalf of ACMC, together with (b) any Claim of such Asbestos Claimant based (x) on the rejection or alleged breach of a BI Settlement Agreement pursuant to section 365 of the Bankruptcy Code, the Plan or otherwise, or (y) on ACMC's alleged joint and several liability for obligations under a BI Settlement Agreement.

l. "BI Settlement Claim Bar Date" shall mean February 2, 2006, which is the second anniversary of the Claims Materials Distribution Date.

m. "BI Settlement Claims Filing Protocol" means the process adopted by the Trustees for filing BI Settlement Claims.

n. “Board-Certified Pathologist” shall mean a physician currently licensed to practice medicine in the District of Columbia or in one or more U.S. states or territories and who currently holds primary certification in anatomic pathology, or combined anatomic and clinical pathology, from the American Board of Pathology, and whose professional practice is principally in the field of pathology and involves regular evaluation of pathological materials obtained from surgical and post-mortem specimens.

o. “Certified B-Reader” shall mean an individual who has successfully completed the x-ray interpretation course sponsored by the National Institute of Occupational Safety and Health (NIOSH), and show NIOSH-certification is up-to-date.

p. “Chest X-Rays” shall mean radiographs taken in at least two views (Posterior-Anterior, Lateral, and Left and Right Obliques) and graded quality 1 for reading according to the criteria established by the ILO; provided, however, that in situations where the Asbestos Claimant is unable to provide quality 1 chest x-rays because of death or because of an inability to have new chest x-rays taken, then in those situations only, chest x-rays graded quality 2 will be acceptable.

q. “Claim Materials Distribution Date” shall mean as soon as reasonably practicable after Confirmation of the Plan, but no later than 180 days following the Effective Date of the Plan

r. “Claimant Representative” means the person or persons identified by the Trust to have the right to file the claim of an injured claimant, including the claim of a deceased claimant.

s. “CCR” shall mean the Center for Claims Resolution, an unincorporated association of companies established pursuant to the CCR Producer Agreement.

t. “CCR Producer Agreement” shall mean that certain Producer Agreement Concerning Center for Claims Resolution, dated September 28, 1988, to provide for the administration, defense, payment and disposition of asbestos-related claims against such companies.

u. “Derivative Asbestos Claim” shall have the meaning ascribed to such term in the Plan.

v. “ER” means the expedited review and payment process under these Claims Resolution Procedures.

w. “FVC” shall mean Forced Vital Capacity.

x. “Grandfather Exception” shall mean spirometry, lung volume, and diffusing capacity testing that was performed before May 1, 2006 and for which the claimant does not have a complete testing report available but the claimant’s claim submission includes a certification, in the form specified by the Trust, that the testing substantially conforms to ATS quality criteria and standards described in the definition of Qualified Pulmonary Function Testing. Note: Pursuant to the Trustee Resolutions of the

NGC Bodily Injury Trust dated April 1, 2006, the Grandfather Exception shall only be in effect until May 1, 2008; and subsequently extended on March 28, 2008 to May 1, 2010.

y. "ILO Grade" shall mean the radiological ratings for the presence of lung changes by chest x-rays as established from time to time by the International Labour Office (ILO), and as currently set forth in "Guidelines for the Use of ILO International Classification of Radiographs of Pneumoconiosis" (1980).

z. "Indirect Asbestos Claim" means any Asbestos Claim or Demand against ACMC, the NGC Settlement Trust or the NGC Bodily Injury Trust based on a right of contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction), or any other indirect Claim of any kind whatsoever, whether in the nature of, sounding in or based on contract, tort, statute, warranty, equity, admiralty or any other theory arising out of or related to an Asbestos Claim, including but not limited to the Claims of the CCR and/or its constituent members for claim settlements made by the CCR on ACMC's behalf..

aa. "Individual Factors" means the claimant characteristics that will be considered in determining the proper ALV for an IR Claim, which may include, but will not be limited to: occupation, Applicable Jurisdiction, confirmed injury, age, seriousness of disease within the disease category, definite, prolonged exposure to ACMC Products, job site of exposure, wage history and disability status, x-ray and diagnostic test findings, medical signs and symptoms, and smoking history.

bb. "IR" means the individual review and payment process under these Claims Resolution Procedures;

cc. "Latency Period" shall mean the period from the date of the exposed person's first significant exposure to asbestos or asbestos-containing product to earlier of the date of diagnosis or death.

dd. "Malignant Disease Claims" means Asbestos Claims for mesothelioma, lung cancer, and other cancers of the type set forth in 3.11.d(i).

ee. "NGC Bodily Injury Trust Payment Percentage" shall mean the percentage to be applied to Allowed Liquidated Values of Asbestos Claims (other than BI Settlement Claims) as determined by the NGC Bodily Injury Trust in accordance with the principles set forth in section 3.2(e) hereof.

ff. "Non-Malignant Disease Claims" means Asbestos Claims other than Malignant Disease Claims.

gg. "Plan" means the Third Amended Plan of Reorganization under Chapter 11 of the Bankruptcy Code for Asbestos Claims Management Corporation.

hh. "Predicted Values" for spirometry and lung volumes shall mean those published by Morris, Clinical Pulmonary Function Testing, 2d Edition, Intermountain Thoracic Society (1984), or others that are substantially equivalent. "Predicted Values"

for diffusing capacity shall be those published by Miller, et al., 127 American Review of Respiratory Disease, 170-77 (1983), or others that shall be corrected for race, ethnic origin, or other substantially equivalent criteria. Predicted Values for any pulmonary function testing shall take into account other relevant factors, as appropriate.

ii. “Primary” shall mean the place the cancer originated. For example, if a cancer begins in the liver and metastasizes to the lung, this would not be considered a primary lung cancer case related to asbestos exposure. However, if the cancer began in the lung and spread to other organs, it is a primary asbestos-related lung cancer. If there is any indication that the original site was not the relevant organ, or if there is a dispute as to where the primary site was, this may prevent the case from being categorized as a compensable cancer.

jj. "Protected Party" means any of the following parties:

(a) ACMC and Reorganized ACMC, their past, present or future Subsidiaries or Affiliates (other than Austin), successors or assigns and any of their respective Representatives;

(b) the NGC Settlement Trust, the NGC Bodily Injury Trust, the PD TAC, the BI TAC, the Creditors' Committee, the NGC Bodily Injury Trust Advisory Committee, the NGC Legal Representative and the Legal Representative, their successors and assigns and any of their respective Representatives;

(c) any Settling Asbestos Insurance Company, its successors and assigns and any of its Representatives;

(d) New NGC; any past, present or future Subsidiary (other than Austin) or Affiliate of New NGC; any Representative of New NGC or of any past, present or future Subsidiary (other than Austin) or Affiliate of New NGC; any past, present or future shareholder, insurer or lender of New NGC or any past, present or future Subsidiary (other than Austin) of New NGC, but solely in such Person's capacity as shareholder or insurer or, or lender to, New NGC or such Subsidiary or Affiliate; any former officer or director of Old NGC; and any successor or assign to any of the foregoing entities; and

(e) the Senior Bondholder Defendants, their successor or assigns.

kk. “Qualified Pulmonary Function Testing” shall mean spirometry, lung volume, and diffusing capacity (“DLCO”) testing that either: (a) substantially conforms to quality criteria established by the American Thoracic Society (“ATS”) and is performed on equipment which substantially meets ATS standards for technical quality and calibration, all as set forth in 20 C.F.R. 718.103 and Appendix B thereto or in the ATS guidelines in 144 American Review of Respiratory Disease, 1202-18 (1991); (b) is covered by the ATS Compliance Presumption; or (c) is accompanied by information satisfying the criteria of the Grandfather Exceptions. Note: Pursuant to the Trustee Resolutions of the NGC Bodily Injury Trust dated April 1, 2006, the ATS Compliance

Presumption and the Grandfather Exception shall only be in effect until May 1, 2008; and subsequently extended on March 28, 2008 to May 1, 2010.

ll. “TLC” shall mean Total Lung Capacity.

mm. “Qualified Physician” shall mean a physician, who is certified in one of the relevant specialties by the relevant medical specialty board to make diagnosis or other medical judgment for certain types of asbestos-related diseases, all as listed below:

(1) Internist—American Board of Internal Medicine—cancer or non-malignant diseases or conditions

(2) Oncologist—American Board of Internal Medicine with a subspecialty of medical oncology—cancer

(3) Pathologist—American Board of Pathology—cancer or non-malignant diseases or conditions

(4) Pulmonary Specialist—American Board of Internal Medicine with a subspecialty of pulmonary disease—cancer or non-malignant diseases or conditions

(5) Radiologist—American Board of Radiology—cancer or non-malignant diseases or conditions

(6) Occupational Medicine – American College of Environmental and Occupational Medicine

An Osteopath with an equivalent subspecialty and Certification shall be acceptable as a Qualified Physician.

EXHIBIT 1 TO CLAIMS RESOLUTION PROCEDURES
December 12, 2002

Annual Inflation = 2.5%

	Court-Approved Average ALV	2003 Adjusted Average ALV	Inflation	
	All Occupations	All Occupations		
Mesothelioma	\$ 40,629	\$ 43,753		
Lung Cancer	\$ 6,879	\$ 7,408		
Other Cancer	\$ 2,909	\$ 3,133		
Non-Malignant I	\$ 1,781	\$ 1,918		
Non-Malignant II	\$ 900	\$ 969		
Non-Malignant III	\$ 450	\$ 485		
Inflation Factor		1.07689		
	ALV for ERC Minimum ALV—IRC	Baseline ALV IRC	Maximum ALV Extraordinary Claims Only	
	All Occupations	All Occupations	All Occupations	
Factor of Average	50%	100%	400%	
Mesothelioma	\$ 22,500	\$ 45,000	\$ 180,000	
Lung Cancer	\$ 3,750	\$ 7,500	\$ 30,000	
Other Cancer	\$ 1,600	\$ 3,200	\$ 12,800	
Non-Malignant I	\$ 1,000	\$ 2,000	\$ 8,000	
Non-Malignant II	\$ 500	\$ 1,000	\$ 4,000	
Non-Malignant III	\$ 250			

NOTE:

Non-Malignant III Claims may only be allowed as Expedited Review Claims ("ERC")

**TRUSTEE RESOLUTIONS
FOR
THE NGC BODILY INJURY TRUST**

WHEREAS, the United States District Court for the Northern District of Texas, Dallas Division, has entered an order (the "Confirmation Order") confirming that certain Third Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code For Asbestos Claims Management Corporation (with Technical Modifications) dated December 12, 2002 (as modified on April 21, 2003) (the "Plan"); and

WHEREAS, the Confirmation Order approved those certain Claims Resolution Procedures attached as Exhibit A to the Plan for the resolution of asbestos claims against Asbestos Claims Management Corporation; and

WHEREAS, the Claims Resolution Procedures may be amended pursuant to the provisions of section 2.5 thereof; and

WHEREAS, the Trustees, with the consent of the Legal Representative and the NGC Bodily Injury Trust Advisory Committee, have amended the Claims Resolution Procedures on occasions in the past; and

WHEREAS, the Trustees have adopted Restated Exposure Policies that they believe are in the best interests of the beneficiaries and the Trust's Claims Resolution Procedures should be amended to accommodate and reflect the policies and terms embodied within the adopted Restated Exposure Policies.

WHEREAS, the currently effective Claims Resolution Procedures are the Seventh Amended Claims Resolution Procedures (the "Seventh Amended Claims Resolution Procedures"); and

WHEREAS, the Trustees feel it appropriate and necessary to amend the exposure requirements; and

WHEREAS, the Trustees, with the consent of the NGC Bodily Injury Trust Advisory Committee and the Legal Representative, have therefore determined that the proposed amendments of the Seventh Amended Claims Resolution Procedures as reflected on **Exhibit A** hereto are necessary and appropriate and that the Seventh Amended Claims Resolution Procedures should be amended as reflected on **Exhibit A** hereto.

NOW, THEREFORE, IT IS RESOLVED, that the Seventh Amended Claims Resolution Procedures are hereby amended as reflected on **Exhibit A** hereto and renamed as the Eighth Amended Claims Resolution Procedures.

IN WITNESS WHEREOF, the undersigned Trustees of the NGC Bodily Injury Trust have executed these resolutions effective as of November 13, 2013.

”Signature on File”
Anne N. Foreman

”Signature on File”
Anne M. Ferazzi

”Signature on File”
Walter J. Taggart

CONSENT ACKNOWLEDGED:

LEGAL REPRESENTATIVE

”Signature on File”
Sander L. Esserman

Dated: _____

**NGC BODILY INJURY TRUST ADVISORY
COMMITTEE**

”Signature on File”
Russell Budd

Dated: _____

”Signature on File”
Mark Iola

Dated: _____

”Signature on File”
Robert Steinberg

Dated: _____

EXHIBIT A

- **The following sections of the Seventh Amended Claims Resolution Procedures shall be amended by changing “will” to “may”:**

Section 3.14(l), first sentence;

- **Section 3.14(l) of the Seventh Amended Claims Resolution Procedures shall be amended to read in its entirety as follows:**

3.14 Required Information

Unless the Trustees permit otherwise with respect to BI Settlement Claims, all claimants will be required to submit a Claim Form to the NGC Bodily Injury Trust as well as other supporting documentation. Both ER Claim Forms and IR Claim Forms will be developed by the Trustees, after consultation with the NGC Bodily Injury Trust Advisory Committee and the Legal Representative, to result in efficient filing by claimants consistent with the limited distribution to be made to such claimants under these Claims Resolution Procedures. Information requirements for an ER filing or a claim submitted under section 3.4 will constitute a subset of the information required for an IR filing. The information required for the filing of an IR may include, but not be limited to, the following:

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-
-

- I. In addition to the above information, claimants ~~will~~may be required to provide supporting documentation in the form of**

Death Certificate (if claimant deceased)
Certificate of Official Capacity (if personal representative is filing form)
Medical Records supporting the diagnosis of alleged injuries
Supplemental medical documentation from another trust(s) (discretionary) Proof of ACMC Product exposure supporting the alleged exposure
W-2 and first page of Form 1040 for last year of full employment (if lost wages are being claimed)
Social security or other employment records