

ACKNOWLEDGEMENT AND AGREEMENT REGARDING ASBESTOS CLAIMS
MANAGEMENT CORPORATION (FKA NATIONAL GYPSUM COMPANY)
DOCUMENTS

The undersigned has requested access to the files of Asbestos Claims Management Corporation (fka National Gypsum Company) (“ACMC”) in the possession and control of the NGC Bodily Injury Trust (the “Trust”) and stored in the warehouse of Trust Services, Inc. (“TSI”) in Greenville, Texas. The undersigned acknowledges and agrees as follow:

1. ACMC is the successor by change of name only to the National Gypsum Company (“Old NGC”). The stock of ACMC is owned by the Trust.

2. Certain documents and records of Old NGC (the “Old NGC Documents”) were stored at a repository in Charlotte, NC. The Old NGC Documents were retained by New NGC, Inc. d/b/a National Gypsum Company (“New NGC”) following the conclusion of Old NGC’s Chapter 11 case in 1993. New NGC provided segregated space in the repository for ACMC to maintain the Old NGC Documents from 1993 through September 2013.

3. In 2013, the Old NGC Documents were relocated to Greenville, Texas to space in a warehouse leased by TSI in which the Trust stores its documents. The Trust makes the Old NGC Documents available by appointment to law firms and others (“Reviewers”) for review and copying or scanning at the Reviewer’s cost, including paying the Trust’s costs associated with the review. In order for the Trust to maintain control and the integrity of the Old NGC Documents, the review takes place in Greenville, Texas at a temporary office or other facility provided by the Trust at the Reviewer’s cost, and copying, scanning and Bates stamping or other processing of the documents selected by the Reviewer must be handled by a service selected by the Trust, currently Latson’s Print Services, Inc., Commerce, Texas.

4. ACMC has no employees, and trustees of the Trust or employees of TSI serve as the officers, directors and agents of ACMC from time to time. They have no personal knowledge of the subject matter or contents of the Old NGC Documents, who created or prepared them, how or when they were created or prepared, whether they were created or prepared in the ordinary course of Old NGC’s business and whether they are accurate and complete. The Trust and ACMC do not supervise Reviewers when they review the Old NGC Documents and have no knowledge whether Reviewers have altered or removed any of the Old NGC Documents or placed documents in the boxes holding the Old NGC Documents during the course of their review.

5. Accordingly, neither the Trust nor ACMC can authenticate any of the Old NGC Documents as business records of Old NGC, ACMC or the Trust or provide affidavits as to their authenticity or as to whether any documents copied or scanned at Reviewers’ request are true and correct copies of documents contained in the Old NGC Documents.

In consideration of being provided access to the Old NGC Documents, the undersigned agrees as follows:

A. Neither the undersigned nor any of its representatives, agents or attorneys will make any request or demand, by subpoena, written discovery or otherwise for the Trust or ACMC or any of their respective trustees, officers, directors, agents or representatives to authenticate any of the Old NGC Documents as business records of Old NGC, ACMC or the Trust or provide affidavits as to their authenticity or whether any documents copied or scanned by Reviewers are true and correct copies of documents contained in the Old NGC Documents.

B. The undersigned will deposit funds with the Trust as estimated by the Trust or TSI to be required to pay the Trust's costs of any review by the undersigned and will promptly pay any costs in excess of the deposit upon written request by the Trust or TSI.

C. During its review of the Old NGC Documents, the undersigned will not alter, permanently mark, or destroy any of the Old NGC Documents, will not alter their order in the boxes in which they are stored, move any of the Old NGC Documents to a different box, remove any of the Old NGC Documents other than to review, mark and replace them, or place any additional documents in any of the boxes. The undersigned will mark the Old NGC Documents for copying or scanning with removable clips, tabs or stickers that do not damage the documents when removed.

D. The undersigned will arrange directly with Latson's Print Services, Inc. for pickup of any of the Old NGC Documents it wants copied or scanned and their redelivery to the Trust and for any copying, scanning, Bates stamping or other processing of the Old NGC Documents to be performed by Latson's Print Services, Inc. at the undersigned's sole cost and expense.

EXECUTED this ___ day of _____, 20__.

By: _____

Name: _____

Title: _____