

**PITTSBURGH CORNING CORPORATION**

**ASBESTOS PI TRUST  
DISTRIBUTION PROCEDURES**

# PITTSBURGH CORNING CORPORATION

## ASBESTOS PI TRUST DISTRIBUTION PROCEDURES

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## PITTSBURGH CORNING CORPORATION

### ASBESTOS PI TRUST DISTRIBUTION PROCEDURES

The Pittsburgh Corning Corporation Asbestos PI Trust Distribution Procedures (“TDP”) contained herein provide for resolving all Channeled Asbestos PI Trust Claims (as defined in the Plan) for which the Asbestos Protected Parties (as defined in the Plan) may have legal responsibility, as provided in and required by the Pittsburgh Corning Corporation Asbestos PI Trust Agreement (“Asbestos PI Trust Agreement”).

The Plan and the Asbestos PI Trust Agreement establish the Pittsburgh Corning Corporation Asbestos PI Trust (hereinafter “Asbestos PI Trust”). The Trustees of the Asbestos PI Trust (“Trustees”) shall implement and administer this TDP in accordance with the Asbestos PI Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the Asbestos PI Trust Agreement.

## SECTION I

### Introduction

**1.1 Purpose.** This TDP has been adopted pursuant to the Asbestos PI Trust Agreement. It is designed to provide fair, equitable, and substantially similar treatment for all Channeled Asbestos PI Trust Claims that may presently exist or may arise in the future in substantially the same manner.

**1.2 Interpretation.** Except as may otherwise be provided below, nothing in this TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein to holders of Channeled Asbestos PI Trust Claims shall vest in such holders as of the Effective Date.

## SECTION II

### Overview

**2.1 Asbestos PI Trust Goal.** The goal of the Asbestos PI Trust is to treat all holders of Channeled Asbestos PI Trust Claims equitably and in accordance with the requirements of Section 524(g) of the Bankruptcy Code. To achieve that goal, this TDP sets forth procedures for processing and resolving Channeled Asbestos PI Trust Claims from the Asbestos PI Trust generally on an impartial, first-in-first-out (“FIFO”) basis, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the tort system.<sup>1</sup> To this end, the TDP establishes a schedule of eight asbestos-related diseases (“Disease Levels”), seven of which have presumptive medical and exposure requirements (“Medical/Exposure Criteria”), specific

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<sup>1</sup> As used in this TDP, the phrase “in the tort system” shall not include claims asserted against a trust established pursuant to section 524(g) of the Bankruptcy Code or any other applicable law.

liquidated values (“Scheduled Values”), anticipated average values (“Average Values”) and caps on their liquidated values (“Maximum Values”). The Disease Levels, Medical/Exposure Criteria, Scheduled Values, Average Values and Maximum Values, which are set forth in Sections 5.3 and 5.4 below, have all been selected and derived with the intention of achieving a fair allocation of the Asbestos PI Trust funds among claimants suffering from different disease processes in light of the best available information considering the settlement history of PCC and the rights claimants would have in the tort system absent the bankruptcy.

**2.1(a) The Asbestos PI Trust.** A claimant may assert a Channeled Asbestos PI Trust Claim against the Asbestos PI Trust. The assets of the Asbestos PI Trust shall consist primarily of stock and securities of PCC, PCE, PPG and Corning (at Corning’s option), cash, the rights to receive future payments pursuant to (i) any Pre-1981 PCC Settlement Agreements or any PCC Insurance Settlement Agreement (to the extent such right has not been released by the Debtor), (ii) the PPG Trust Funding Agreement, and (iii) the Corning Trust Funding Agreement. All Channeled Asbestos PI Trust Claims shall be processed, liquidated, resolved and/or paid pursuant to the procedures set forth in this TDP.

Because the value of all of the assets expected to be contributed to the Asbestos PI Trust is estimated to be less than the value of all the Channeled Asbestos PI Trust Claims that are expected to be filed with the Asbestos PI Trust over its life, the holders of Channeled Asbestos PI Trust Claims shall receive only a pro rata portion of the liquidated value of their claims (a “Payment Percentage”) that shall be established pursuant to Sections 2.3 and 4.2 below.

**2.2 Claims Liquidation Procedures.** All claimants holding a Channeled Asbestos PI Trust Claim must file a claim with the Asbestos PI Trust using the proof of claim form provided with the Claim Materials (as defined in Section 6.1 and referenced in Section 6.2 below). Upon filing the Channeled Asbestos PI Trust Claim, the claimant shall be placed in the FIFO Processing Queue. The Asbestos PI Trust shall take all reasonable steps to resolve Channeled Asbestos PI Trust Claims as efficiently and expeditiously as possible at each stage of claims processing and arbitration (if applicable), which steps may include conducting settlement discussions with claimants’ representatives with respect to more than one claim at a time, provided that the claimants’ respective positions in the FIFO Processing Queue are maintained and each claim is individually evaluated pursuant to the valuation factors set forth in Section 5.3(b)(2) below. Whether or not to conduct settlement discussions with claimants’ representatives with respect to more than one claim at a time is a decision within the Asbestos PI Trust’s sole discretion. The Asbestos PI Trust shall also make every effort to resolve each year at least that number of Channeled Asbestos PI Trust Claims required to exhaust the Maximum Annual Payment and the Maximum Available Payment for Category A and Category B claims (as those terms are defined below) payable from the Asbestos PI Trust.

The Asbestos PI Trust shall liquidate all Channeled Asbestos PI Trust Claims except Foreign Claims (as defined in Section 5.3(b)(1) below) that meet the presumptive Medical/Exposure Criteria of Disease Levels I – V, VII and VIII (set forth below in Section 5.3(a)(3)) under the Expedited Review Process described in Section 5.3(a) below. Channeled Asbestos PI Trust Claims involving Disease Levels I – V, VII and VIII that do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may undergo the Asbestos

PI Trust's Individual Review Process described in Section 5.3(b) below. In such a case, notwithstanding that the claim does not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level, the Asbestos PI Trust can offer the claimant an amount up to the Scheduled Value of that Disease Level if the Asbestos PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system.

Holders of Channeled Asbestos PI Trust Claims involving Disease Levels II - VIII may alternatively seek to establish a liquidated value for the claim that is greater than its Scheduled Value by electing the Asbestos PI Trust's Individual Review Process. However, the liquidated value of a Channeled Asbestos PI Trust Claim that undergoes the Individual Review Process for valuation purposes may be determined to be less than its Scheduled Value, and in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(c) below, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case, its liquidated value cannot exceed the maximum extraordinary value specified in that provision for such claims. Channeled Asbestos PI Trust Claims involving Disease Level VI (Lung Cancer 2) and all Foreign Claims shall be liquidated only pursuant to the Asbestos PI Trust's Individual Review Process.

Based upon the available settlement history of Channeled Asbestos PI Trust Claims, in light of applicable tort law, and current projections of present and future unliquidated Channeled Asbestos PI Trust Claims, the Scheduled Values and Maximum Values set forth in Section 5.3(c) have been established for each of the Disease Levels that are eligible for Individual Review of their liquidated values. The Trustees shall use their reasonable best efforts to ensure that the Asbestos PI Trust processes claims such that over time the combination of settlements at the Scheduled Values and those resulting from the Individual Review Process for those Disease Levels that are eligible for Individual Review of their liquidated values approximate the Average Values set forth in Section 5.3(b)(3) for each such Disease Level. In any event and except as provided below, all payments to a claimant from the Asbestos PI Trust shall be subject to the Payment Percentage, Maximum Annual Payment, Maximum Available Payment and Claims Payment Ratio limitations (described in Section 2.5 below) that are in effect at the time of payment.

Claimants filing Channeled Asbestos PI Trust Claims shall be notified when the claim comes up in the FIFO Processing Queue. If the Expedited Review Process is selected for a claim, and the claim meets the presumptive Medical/Exposure Criteria set forth below, the claimant shall be paid the Scheduled Value for the relevant Disease Level. If the claimant seeks to process the claim against the Asbestos PI Trust under the Asbestos PI Trust's Individual Review Process, the claimant shall be paid the liquidated value of the claim or claims determined pursuant to that process.

All unresolved disputes over a claimant's medical condition, exposure history and/or the liquidated value of a Channeled Asbestos PI Trust Claim shall be subject to binding or non-binding arbitration as provided in Section 5.10 below, at the election of the claimant, under the ADR Procedures attached hereto as Attachment A. Channeled Asbestos PI Trust Claims that are the subject of a dispute with the Asbestos PI Trust that cannot be resolved by non-binding arbitration may enter the tort system as provided in Sections 5.11 and 7.6 below. However, if

and when a claimant obtains a judgment in the tort system, the judgment will be payable (subject to the Payment Percentage, Maximum Available Payment, and Claims Payment Ratio provisions set forth below) as provided in Section 7.7 below.

**2.3 Application of the Payment Percentage.** After the liquidated value of a Channeled Asbestos PI Trust Claim, other than a claim involving Other Asbestos Disease (Disease Level I–Cash Discount Payment), as defined in Section 5.3(a)(3) below, is determined pursuant to the procedures set forth herein for Expedited Review, Individual Review, arbitration, or litigation in the tort system, the claimant will ultimately receive a pro-rata share of that value based on a Payment Percentage described in Section 4.2 below. The Payment Percentage shall also apply to Pre-Petition Liquidated Claims payable from the Asbestos PI Trust as provided in Section 5.2 below and to all sequencing adjustments pursuant to Section 7.5 below.

The Initial Payment Percentage for Channeled Asbestos PI Trust Claims has been set at [SEE ATTACHED NOTICE], and shall apply to all Asbestos PI Trust Voting Claims accepted as valid by the Asbestos PI Trust, unless adjusted by the Asbestos PI Trust with the consent of the TAC and the Future Claimants’ Representative pursuant to Section 4.2 below. The term “Asbestos PI Voting Trust Claims” includes (i) Pre-Petition Liquidated Claims ( as defined in Section 5.2(a) below) payable from the Asbestos PI Trust; (ii) Channeled Asbestos PI Trust Claims filed against any Asbestos Protected Party in the tort system or actually submitted to an Asbestos Protected Party pursuant to an administrative settlement agreement prior to the Petition Date; and (iii) Channeled Asbestos PI Trust Claims filed against another defendant in the tort system prior to the date the Plan was filed with the Bankruptcy Court (August 1, 2008 (the “Plan Filing Date”)), provided, however, that the holder of a Channeled Asbestos PI Trust Claim described in subsection (i), (ii) or (iii) above, or his or her authorized agent, actually voted to accept or reject the Plan pursuant to the voting procedures established by the Bankruptcy Court, unless such holder certifies to the satisfaction of the Trustees that he or she was prevented from voting in this proceeding as a result of circumstances resulting in a state of emergency affecting, as the case may be, the holder’s residence, principal place of business or legal representative’s place of business at which the holder or his or her legal representative receives notice and/or maintains material records relating to his or her Asbestos PI Trust Voting Claim; and provided further that the claim was subsequently filed with the Asbestos PI Trust pursuant to Section 6.1 below by the Initial Claims Filing Date as defined in Section 5.1(a) below.

The Initial Payment Percentage has been calculated on the assumption that the Average Values set forth in Section 5.3(c) below will be achieved with respect to existing and projected future Channeled Asbestos PI Trust Claims involving Disease Levels II–VIII. The Payment Percentage for Channeled Asbestos PI Trust Claims may be adjusted upwards or downwards from time to time by the Asbestos PI Trust with the consent of the TAC and the Future Claimants’ Representative to reflect then-current estimates of the Asbestos PI Trust’s assets and its liabilities, as well as the then-estimated value of pending and future claims. However, any adjustment to the Initial Payment Percentage shall be made only pursuant to Section 4.2 below. If the Payment Percentage is increased over time, claimants whose claims were paid in prior periods under the TDP shall receive additional payments only as provided in Section 4.4 below. Because there is uncertainty in the prediction of both the number and severity of future claims,



and the amount of the Asbestos PI Trust's assets, no guarantee can be made of any Payment Percentage of a Channeled Asbestos PI Trust Claim.

**2.4 Asbestos PI Trust's Determination of the Maximum Annual Payment and Maximum Available Payment.** The Asbestos PI Trust shall estimate or model the amount of cash flow anticipated to be necessary over its entire life to ensure that funds will be available to treat all present and future Channeled Asbestos PI Trust Claimants as similarly as possible. In each year, the Asbestos PI Trust will be empowered to pay out all of the interest and other investment income earned during the year (net of taxes payable with respect thereto), together with a portion of its principal, calculated so that the application of the assets of the Asbestos PI Trust over its life shall correspond with the needs created by the anticipated flow of claims (the "Maximum Annual Payment"), taking into account the Payment Percentage provisions set forth in Sections 2.3 above and 4.2 below. The Asbestos PI Trust's distributions to all claimants for that year shall not exceed the Maximum Annual Payment determined for that year.

In distributing the Maximum Annual Payment, the Asbestos PI Trust shall first allocate the amount in question to outstanding Pre-Petition Liquidated Claims payable from the Asbestos PI Trust and to previously liquidated Channeled Asbestos PI Trust Claims involving Disease Level I (Cash Discount Payment), in proportion to the aggregate value of each group of claims. The remaining portion of the Maximum Annual Payment (the "Maximum Available Payment"), if any, shall then be allocated and used to satisfy all other liquidated Channeled Asbestos PI Trust Claims, subject to the Claims Payment Ratio set forth in Section 2.5 below. In the event there are insufficient monies in any year to pay the total number of outstanding Pre-Petition Liquidated Claims and/or previously liquidated Disease Level I Claims from the Asbestos PI Trust, the available monies allocated to each group of claims shall be paid to the maximum extent to claimants in the particular group based on their place in their respective FIFO Payment Queue. Channeled Asbestos PI Trust Claims in either group for which there are insufficient amounts shall be carried over to the next year and placed at the head of their FIFO Payment Queue.

**2.5 Claims Payment Ratio.** Based upon the settlement history and the analysis of present and future Channeled Asbestos PI Trust Claims, a Claims Payment Ratio has been determined for Channeled Asbestos PI Trust Claims, which, as of the Effective Date, has been set at sixty percent (60%) for Category A claims, which consist of Channeled Asbestos PI Trust Claims involving severe asbestosis and malignancies (Disease Levels IV–VIII) that were unliquidated as of the Petition Date, and at forty percent (40%) for Category B claims, which are Channeled Asbestos PI Trust Claims involving non-malignant Asbestosis or Pleural Disease (Disease Levels II and III) that were similarly unliquidated as of the Petition Date. However, the Claims Payment Ratio shall not apply to any Pre-Petition Liquidated Claims or to any claims for Other Asbestos Disease (Disease Level I-Cash Discount Payment).

In each year, after the determination of the Maximum Available Payment described in Section 2.4 above, sixty percent (60%) of that amount will be available to pay Category A claims and forty percent (40%) will be available to pay Category B claims that have been liquidated since the Petition Date. In the event there are insufficient monies in any year to pay the liquidated claims within either or both of the Categories, the available monies allocated to the

particular Category shall be paid to the maximum extent to claimants in that Category based on their place in the FIFO Payment Queue described in Section 5.1(c) below, which will be based upon the date of claim liquidation.

Channeled Asbestos PI Trust Claims for which there are insufficient monies allocated to the relevant Category shall be carried over to the next year where they will be placed at the head of the FIFO Payment Queue. If there are excess monies in either or both Categories, because there is an insufficient amount of liquidated claims to exhaust the respective Maximum Available Payment amount for that Category, then the excess monies for either or both Categories will be rolled over and remain dedicated to the respective Category to which they were originally allocated.

The sixty percent/forty percent (60%/40%) Claims Payment Ratio and its rollover provision shall apply to all Asbestos PI Trust Voting Claims payable from the Asbestos PI Trust as defined in Section 2.3 above except Pre-Petition Liquidated Claims and claims involving Other Asbestos Disease (Disease Level I-Cash Discount Payment), and shall not be amended until the fifth anniversary of the Effective Date. Thereafter, both the Claims Payment Ratio and its rollover provision shall be continued absent circumstances, such as a significant change in law or medicine, necessitating amendment to avoid a manifest injustice. However, the accumulation, rollover and subsequent delay of claims resulting from the application of the Claims Payment Ratio, shall not, in and of itself, constitute such circumstances. Nor may an increase in the numbers of Category B Channeled Asbestos PI Trust Claims beyond those predicted or expected be considered as a factor in deciding whether to reduce the percentage allocated to Category A Channeled Asbestos PI Trust Claims.

In considering whether to make any amendments to the Claims Payment Ratio and/or its rollover provisions, the Trustees shall also consider the reasons for which the Claims Payment Ratio and its rollover provisions were adopted, the settlement history that gave rise to its calculation, and the foreseeability or lack of foreseeability of the reasons why there would be any need to make an amendment. In that regard, the Trustees should keep in mind the interplay between the Payment Percentage and the Claims Payment Ratio as it affects the net cash actually paid to holders of Channeled Asbestos PI Trust Claims. In any event, no amendment to the Claims Payment Ratio may be made without the consent of the TAC and the Future Claimants' Representative pursuant to the consent process set forth in Sections 5.7(b) and 6.6(b) of the Asbestos PI Trust Agreement. However, the Trustees, with the consent of the TAC and the Future Claimants' Representative, may offer the option of a reduced Payment Percentage to holders of Channeled Asbestos PI Trust Claims in either Category A or Category B in return for prompter payment (the "Reduced Payment Option").

**2.6 Treatment of Indirect Asbestos Claims.** As set forth in Section 5.6 below, any Indirect Asbestos Claims subject to the Asbestos Permanent Channeling Injunction that are payable from the Asbestos PI Trust shall be subject to the same categorization, evaluation, processing, liquidation, and payment provisions under this TDP that the claim would have been subject to if it had been brought by the original claimant against the Asbestos PI Trust.

## SECTION III

### TDP Administration

#### **3.1 Asbestos PI Trust Advisory Committee and Future Claimants' Representative.**

Pursuant to the Plan and the Asbestos PI Trust Agreement, the Asbestos PI Trust and this TDP shall be administered by the Trustees in consultation with the Trust Advisory Committee ("TAC"), which represents the interests of holders of present Channeled Asbestos PI Trust Claims, and the Future Claimants' Representative, who represents the interests of holders of Channeled Asbestos PI Trust Claims that will be asserted in the future. The Trustees shall obtain the consent of the TAC and the Future Claimants' Representative on any amendments to these Procedures pursuant to Section 8.1 below, and on such other matters as are otherwise required below and in Section 2.2(f) of the Asbestos PI Trust Agreement. The Trustees shall also consult with the TAC and the Future Claimants' Representative on such matters as are provided below and in Section 2.2(e) of the Asbestos PI Trust Agreement. The initial members of the TAC and the initial Future Claimants' Representative are identified in the Asbestos PI Trust Agreement.

**3.2 Consent and Consultation Procedures.** In those circumstances in which consultation or consent is required, the Trustees will provide written notice to the TAC and the Future Claimants' Representative of the specific amendment or other action that is proposed. The Trustees will not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process described in Sections 5.7(a) and 6.6(a), or the Consent Process described in Sections 5.7(b) and 6.6(b) of the Asbestos PI Trust Agreement, or the alternative dispute resolution process described in Section 7.11 of the Asbestos PI Trust Agreement.

## SECTION IV

### Payment Percentage; Periodic Estimates

**4.1 Uncertainty of PCC's, the PPG Entities' and the Corning Entities' Total Liabilities for Channeled Asbestos PI Trust Claims.** As discussed above, there is inherent uncertainty regarding the total asbestos-related tort liabilities of PCC, the PPG Entities and the Corning Entities for Channeled Asbestos PI Trust Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Channeled Asbestos PI Trust Claims will receive. To seek to ensure substantially equivalent treatment of all present and future Channeled Asbestos PI Trust Claims, the Trustees must determine from time to time the percentage of full liquidated value that holders of present and future Channeled Asbestos PI Trust Claims will be likely to receive, i.e, the "Payment Percentage" described in Section 2.3 above and Section 4.2 below.

**4.2 Computation of Payment Percentage.** As provided in Section 2.3 above, the Initial Payment Percentage for Channeled Asbestos PI Trust Claims shall be [SEE ATTACHED NOTICE], and shall apply to all Asbestos PI Trust Voting Claims payable from the Asbestos PI Trust as defined in Section 2.3 above, unless the Trustees, with the consent of the TAC and the Future Claimants' Representative, determine that the Initial Payment Percentage should be

changed to assure that the Asbestos PI Trust will be in a financial position to pay holders of such Asbestos PI Trust Voting Claims as well as present and future Channeled Asbestos PI Trust Claims in substantially the same manner.

In making any such adjustment, the Trustees, the TAC and the Future Claimants' Representative shall take into account the fact that the holders of Asbestos PI Trust Voting Claims voted on the Plan relying on the findings of experts that the Initial Payment Percentage represented a reasonably reliable estimate of the Asbestos PI Trust's total assets and liabilities over its life based on the best information available at the time, and shall thus give due consideration to the expectations of Asbestos PI Trust Voting Claimants that the Initial Payment Percentage would be applied to their Channeled Asbestos PI Trust Claims.

Except with respect to Asbestos PI Trust Voting Claims to which the Initial Payment Percentage applies, the Payment Percentage shall be subject to change pursuant to the terms of this TDP and the Asbestos PI Trust Agreement if the Trustees, with the consent of the TAC and the Future Claimants' Representative, determine that an adjustment is required. No less frequently than once every three years, commencing with the first day of January occurring after the Plan is consummated, the Trustees shall reconsider the then applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage if necessary with the consent of the TAC and the Future Claimants' Representative.

The Trustees shall also reconsider the then applicable Payment Percentage at shorter intervals if they deem such reconsideration to be appropriate or if requested to do so by the TAC or the Future Claimants' Representative. The Trustees must base their determination of the Payment Percentage on current estimates of the number, types, and values of present and future Channeled Asbestos PI Trust Claims, the value of the assets then available to the Asbestos PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full liquidated value to all holders of Channeled Asbestos PI Trust Claims. When making these determinations, the Trustees shall exercise common sense and flexibly evaluate all relevant factors. The Payment Percentage applicable to Category A or Category B claims may not be reduced to alleviate delays in payments of claims in the other Category; both Categories of Channeled Asbestos PI Trust Claims shall receive the same Payment Percentage, but the payment may be deferred as needed, and a Reduced Payment Option may be instituted as described in Section 2.5 above.

**4.3 Applicability of the Payment Percentage.** Except as set forth below in Section 4.4 with respect to supplemental payments, no holder of an Asbestos PI Trust Voting Claim other than an Asbestos PI Trust Voting Claim for Other Asbestos Disease (Disease Level I—Cash Discount Payment) as defined in Section 5.3(a)(3) below shall receive a payment for a Channeled Asbestos PI Trust Claim that exceeds the Initial Payment Percentage times the liquidated value of the claim. Except as otherwise provided (a) in Section 5.1(c) below, for all Channeled Asbestos PI Trust Claims involving deceased or incompetent claimants for which approval of the Asbestos PI Trust's offer by a court or through probate process is required and (b) in Section 4.4 below with respect to supplemental payments, no holder of any Channeled

Asbestos PI Trust Claim other than a Channeled Asbestos PI Trust Claim for Other Asbestos Disease (Disease Level I—Cash Discount Payment) shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time of the initial payment. Channeled Asbestos PI Trust Claims involving Other Asbestos Disease (Disease Level I—Cash Discount Payment) shall not be subject to the Payment Percentage, but shall instead be paid the full amount of their Scheduled Value as set forth in Section 5.3(a)(3) below.

If a redetermination of the Payment Percentage for the Asbestos PI Trust has been proposed in writing by the Trustees to the TAC and the Future Claimants' Representative but has not yet been adopted, the claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but was not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage was the higher amount and was subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount.

**4.4 Supplemental Payments.** If the Trustees, with the consent of the TAC and the Future Claimants' Representative, make a determination to increase the Payment Percentage due to a material change in the estimates of the Asbestos PI Trust's future assets and/or liabilities, the Trustees shall also make supplemental payments to all claimants who previously received payments from the Asbestos PI Trust based on a lower Payment Percentage. The amount of any such supplemental payment shall be the liquidated value of the claim in question times the newly adjusted Payment Percentage, less all amounts previously paid to the claimant with respect to the claim (excluding the portion of such previously paid amounts that was attributable to any sequencing adjustment paid pursuant to Section 7.5 below). The Trustees' obligation to make a supplemental payment to a claimant shall be suspended in the event the payment in question would be less than \$100.00, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$100.00. However, the Trustees' obligation shall resume and the Trustees shall pay any such aggregate supplemental payments due the claimant at such time that the total exceeds \$100.00.

## SECTION V

### **Resolution of Channeled Asbestos PI Trust Claims.**

#### **5.1 Ordering, Processing and Payment of Claims.**

##### **5.1(a) Ordering of All Channeled Asbestos PI Trust Claims.**

**5.1(a)(1) Establishment of the FIFO Processing Queue.** The Asbestos PI Trust will order Channeled Asbestos PI Trust Claims payable from the Asbestos PI Trust that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the "FIFO Processing Queue").



For all claims filed on or before the date six months after the date that the Asbestos PI Trust first makes available the proof of claim forms and other materials required for filing a Channeled Asbestos PI Trust Claim with the Asbestos PI Trust (the “Initial Claims Filing Date”), a claimant’s position in the FIFO Processing Queue shall be determined as of the earliest of (i) the date prior to the Petition Date (if any) that the specific Channeled Asbestos PI Trust Claim was filed in the tort system against or actually submitted pursuant to an administrative settlement to the relevant Asbestos Protected Party or Parties, (ii) the date before the Petition Date that a claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with the relevant Asbestos Protected Party or Parties; (iii) the date after the Petition Date but before the date that the Asbestos PI Trust first makes available the proof of claim forms and other materials required for filing a Channeled Asbestos PI Trust Claim with the Asbestos PI Trust that the claim was filed against another defendant in the tort system; (iv) the date the claimant filed a proof of claim in PCC’s Chapter 11 proceeding; (v) the date the claimant or his or her authorized agent filed a ballot in PCC’s Chapter 11 proceeding for purposes of voting on the Plan in accordance with the voting procedures adopted by the Bankruptcy Court; or (vi) the date after the Effective Date but on or before the Initial Claims Filing Date that the claim was filed with the Asbestos PI Trust.

Following the Initial Claims Filing Date, the claimant’s position in the FIFO Processing Queue shall be determined by the date the claim was filed with the Asbestos PI Trust. If any claims are filed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the claimant’s asbestos-related disease. If any claims are filed and diagnosed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the date of the claimant’s birth, with older claimants given priority over younger claimants.

**5.1(a)(2) Effect of Statutes of Limitation and Repose.** To be eligible for a place in the FIFO Processing Queue, (i) a Channeled Asbestos PI Trust Claim first filed in the tort system against any Asbestos Protected Party prior to the Petition Date must not be barred by the applicable federal, state and foreign statute of limitation and repose that was in effect at the time of the filing of the claim in the tort system, and (ii) a Channeled Asbestos PI Trust Claim that was not filed against any relevant Asbestos Protected Party in the tort system prior to the Petition Date must not be barred by the applicable federal, state and foreign statute of limitation that was in effect at the time of the filing with the Asbestos PI Trust.

The running of the relevant statute of limitation shall be tolled for Channeled Asbestos PI Trust Claims as of the earliest of (i) the actual filing of the claim against PCC or any PPG Entity or any Corning Entity prior to the Petition Date, whether in the tort system or by submission of the claim to PCC pursuant to an administrative settlement agreement; (ii) the tolling of the claim against PCC or any PPG Entity or any Corning Entity prior to the Petition Date by an agreement or otherwise provided such tolling was still in effect on the Petition Date; or (iii) the Petition Date.

If a Channeled Asbestos PI Trust Claim meets any of the tolling provisions described in the preceding sentence and was not barred by the applicable federal, state or foreign statute of limitation at the time of the tolling event, it will be treated as timely filed if it is actually filed with the Asbestos PI Trust within three (3) years after the Initial Claims Filing Date. In addition,

any holder of a Channeled Asbestos PI Trust Claim that was first diagnosed after the Petition Date, irrespective of the application of any relevant statute of limitation or repose, may file a claim with the Asbestos PI Trust within three (3) years after the date of diagnosis, or within three (3) years after the Effective Date, whichever occurs later. However, the processing of any Channeled Asbestos PI Trust Claim by the Asbestos PI Trust may be deferred at the election of the claimant pursuant to Section 6.3 below.

**5.1(b) Processing of Claims.** As a general practice, the Asbestos PI Trust will review its claims files on a regular basis and notify all claimants whose claims are likely to come up in the FIFO Processing Queue in the near future.

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. Irrespective of the Disease Level alleged on the proof of claim form, all claims filed with the Asbestos PI Trust shall be deemed to be a claim for the highest Disease Level for which the claim qualifies at the time of filing, and all lower Disease Levels for which the claim may also qualify at the time of filing or in the future shall be subsumed into the higher Disease Level for both processing and payment purposes.

**5.1(c) Payment of Claims.** Channeled Asbestos PI Trust Claims that have been liquidated by the Expedited Review Process as provided in Section 5.3(a) below, as well as Channeled Asbestos PI Trust Claims liquidated by the Individual Review Process as provided in Section 5.3(b) below, by arbitration as provided in Section 5.10 below, or by litigation in the tort system provided in Section 5.11 below, shall be paid in FIFO order based on the date their liquidation became final (the “FIFO Payment Queue”), subject to the applicable Payment Percentage, the Maximum Annual Payment, the Maximum Available Payment, the Claims Payment Ratio, and the sequencing adjustment provided for in Section 7.5 below. Pre-Petition Liquidated Claims (as defined in Section 5.2 below) payable from the Asbestos PI Trust shall be subject to the Maximum Annual Payment and Payment Percentage limitations, but not to the Maximum Available Payment and Claims Payment Ratio provisions set forth above.

Where the claimant is deceased or incompetent, and the settlement and payment of his or her Channeled Asbestos PI Trust Claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant’s representative, an offer made by the Asbestos PI Trust on the claim shall remain open so long as proceedings before that court or in the probate process remain pending, provided that the Asbestos PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or in the probate process for approval. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant’s representative, the Asbestos PI Trust shall pay the claim in the amount so offered, multiplied by the Payment Percentage, if any, in effect at the time the offer was first made. The date of liquidation for all such Channeled Asbestos PI Trust Claims shall be the date the claimant first accepted the offer by the Asbestos PI Trust that was approved by the court or probate process.

If any Channeled Asbestos PI Trust Claims are liquidated on the same date, the claimant’s position in the FIFO Payment Queue shall be determined by the date of the diagnosis

of the claimant's asbestos-related disease. If any such claims are liquidated on the same date and the respective claimants' asbestos-related diseases were diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the Asbestos PI Trust based on the dates of the claimants' birth, with older claimants given priority over younger claimants.

## **5.2 Resolution of Pre-Petition Liquidated Channeled Asbestos PI Trust Claims.**

**5.2(a) Processing and Payment.** As soon as practicable after the Effective Date, the Asbestos PI Trust shall pay from the Asbestos PI Trust, upon submission by the claimant of the appropriate documentation, all Channeled Asbestos PI Trust Claims that were liquidated by (i) a binding settlement agreement for the particular claim entered into prior to the Petition Date that is judicially enforceable by the claimant, (ii) a jury verdict or non-final judgment in the tort system obtained prior to the Petition Date, or (iii) a judgment that became final and non-appealable prior to the Petition Date (collectively "Pre-Petition Liquidated Claims"). In order to receive payment from the Asbestos PI Trust, the holder of a Pre-Petition Liquidated Claim must submit all documentation necessary to demonstrate to the Asbestos PI Trust that the claim was liquidated in the manner described in the preceding sentence, which documentation shall include (A) a court authenticated copy of the jury verdict (if applicable), a non-final judgment (if applicable) or a final judgment (if applicable) and (B) the name, social security number and date of birth of the claimant and the name and address of the claimant's lawyer.

The liquidated value of a Pre-Petition Liquidated Claim shall be the unpaid portion of the amount agreed to in the binding settlement agreement, the unpaid portion of the amount awarded by the jury verdict or non-final judgment (including any portion of any judgment that may have been attributable to a claim or claims for punitive or exemplary damages), or the unpaid portion of the amount of the final judgment (including any portion of any judgment that may have been attributable to a claim or claims for punitive or exemplary damages), as the case may be, plus interest, if any, that has accrued on that amount in accordance with the express terms of a binding settlement agreement or under applicable state law for settlements or judgments as of the Petition Date. Except with respect to a claim based upon a judgment entered prior to the Petition Date or as otherwise provided in the preceding sentence or in Section 7.4 below, the liquidated value of a Pre-Petition Liquidated Claim shall not include any punitive or exemplary damages. In addition, the amounts payable from the Asbestos PI Trust with respect to a Pre-Petition Liquidated Claim shall not be subject to or taken into account in consideration of the Claims Payment Ratio and the Maximum Available Payment limitations, but shall be subject to the Maximum Annual Payment, Payment Percentage, and, if applicable, sequencing adjustment provisions.

In the absence of a Final Order of the Bankruptcy Court determining whether a settlement agreement is binding and judicially enforceable, a dispute between the claimant and the Asbestos PI Trust over this issue shall be resolved pursuant to the same procedures in this TDP that are provided for resolving the validity and/or the liquidated value of an Channeled Asbestos PI Trust Claim (i.e., arbitration and litigation in the tort system as set forth in Sections 5.10 and 5.11(a) below).

Pre-Petition Liquidated Claims shall be processed and paid from the Asbestos PI Trust in accordance with the FIFO Processing Queue and FIFO Payment Queue based on the date the



Asbestos PI Trust received all required documentation for the particular claim. If any Pre-Petition Liquidated Claims are filed on the same date, the claimants' position in the FIFO Processing Queue and FIFO Payment Queue shall be determined by the date on which the claim was liquidated. If any Pre-Petition Liquidated Claims are both filed and liquidated on the same dates, the positions of those claimants in the FIFO Processing Queue and FIFO Payment Queue shall be determined based on the dates of the claimants' births, with older claimants given priority over younger claimants.

**5.2(b) Marshalling of Security.** Holders of Pre-Petition Liquidated Claims that are secured by letters of credit, appeal bonds, or other security or sureties shall first exhaust their rights against any applicable security or surety before making a claim against the Asbestos PI Trust. Only in the event that such security or surety is insufficient to pay the Pre-Petition Liquidated Claim in full shall the deficiency be processed and paid as a Pre-Petition Liquidated Claim.

**5.3 Resolution of Unliquidated Channeled Asbestos PI Trust Claims.** Within six months after the establishment of the Asbestos PI Trust, the Trustees, with the consent of the TAC and the Future Claimants' Representative, shall adopt procedures for reviewing and liquidating all unliquidated Channeled Asbestos PI Trust Claims under the terms of this TDP, which shall also include deadlines for processing such claims. Such procedures shall require claimants seeking resolution of unliquidated Channeled Asbestos PI Trust Claims first to file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 below. It is anticipated that the Asbestos PI Trust shall provide an initial response to the claimant within six months of receiving the proof of claim form.

Upon filing of a valid proof of claim form with the required supporting documentation, the claim shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.1(a) above. The Asbestos PI Trust shall provide the claimant with six-months notice of the date by which it expects to reach the claim in the FIFO Processing Queue, following which the claimant shall promptly (i) advise the Asbestos PI Trust of any change in the claimant's original election of the Asbestos PI Trust's Expedited Review Process or the Asbestos PI Trust's Individual Review Process; (ii) provide the Asbestos PI Trust with any additional medical and/or exposure evidence that was not provided with the original claim submission; and (iii) advise the Asbestos PI Trust of any change in the claimant's Disease Level. If a claimant fails to respond to the Asbestos PI Trust's notice prior to the reaching of the claim in the FIFO Processing Queue, the Asbestos PI Trust will process and liquidate the claim under the review process the claimant originally elected based upon the medical/exposure evidence previously submitted by the claimant. If no review process was elected, the Asbestos PI Trust will process and liquidate the claim under the Expedited Review Process based upon the medical/exposure evidence previously submitted by the claimant, although the claimant shall retain the right to request Individual Review as described in Section 5.3(b) below.

**5.3(a) Expedited Review Process.**

**5.3(a)(1) In General.** The Asbestos PI Trust's Expedited Review Process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all Channeled Asbestos PI Trust Claims (except those involving Lung Cancer 2—Disease Level VI and all Foreign Claims (as defined in Section 5.3(b)(1) below), which shall be liquidated

pursuant to the Individual Review Process described below) where the claim can easily be verified by the Asbestos PI Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides claimants with a substantially less burdensome process for pursuing Channeled Asbestos PI Trust Claims than does the Individual Review Process described in Section 5.3(b) below. Expedited Review is also intended to provide qualifying claimants a fixed and certain claims payment.

Claimants holding Channeled Asbestos PI Trust Claims that cannot be liquidated by Expedited Review because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may elect the Asbestos PI Trust's Individual Review Process set forth in Section 5.3(b) below.

**5.3(a)(2) Claims Processing Under Expedited Review.** As a proof of claim form is reached in the FIFO Processing Queue, the Asbestos PI Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the seven Disease Levels eligible for Expedited Review, and shall advise the claimant of its determination. If a Disease Level is determined, the Asbestos PI Trust shall tender to the claimant an offer of payment of the Scheduled Value for the relevant Disease Level multiplied by the applicable Payment Percentage, together with a form of release approved by the Asbestos PI Trust, with the consent of the TAC, the Future Claimants' Representative, PCC, PPG and Corning. If the claimant accepts the Scheduled Value and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos PI Trust shall disburse payment subject to the limitations of the Maximum Available Payment and Claims Payment Ratio, if any. If the Asbestos PI Trust offers payment of the Scheduled Value for a Disease Level that is not as high a Disease Level as the claimant believes is appropriate, the claimant may decline to accept the Scheduled Value and elect the Asbestos PI Trust's Individual Review Process set forth in Section 5.3(b) below.

**5.3(a)(3) Disease Levels, Scheduled Values and Medical/Exposure Criteria.** The eight Disease Levels for Channeled Asbestos PI Trust Claims, together with the Medical/Exposure Criteria for each and the Scheduled Values for the seven Disease Levels eligible for Expedited Review, are set forth below. These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all Asbestos PI Trust Voting Claims (except Pre-Petition Liquidated Claims) payable from the Asbestos PI Trust that were filed with the Asbestos PI Trust on or before the Initial Claims Filing Date provided in Section 5.1 above for which the claimant elects the Expedited Review Process. Thereafter, for purposes of administering the Expedited Review Process and with the consent of the TAC and the Future Claimants' Representative, the Trustees may add to, change or eliminate the Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values or Medical/Exposure Criteria; or determine that a novel or exceptional asbestos personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then current Disease Levels.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VIII)	\$175,000	(1) Diagnosis <sup>2</sup> of mesothelioma; and (2) credible evidence of exposure to Unibestos <sup>3</sup> during the period July 1, 1962-December 31, 1972, or to another asbestos-containing product manufactured, marketed, sold or distributed by PCC prior to December 31, 1982.
Lung Cancer 1 (Level VII)	\$47,500	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease <sup>4</sup> , (2) six months exposure to Unibestos during the period July 1, 1962-December 31, 1972, or to another asbestos-containing product manufactured, marketed, sold or distributed by PCC prior to December 31, 1982; (3) Significant Occupational Exposure (as defined in Section 5.7(b)(2) below, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

<sup>2</sup> The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of this TDP are set forth in Section 5.7(a) below.

<sup>3</sup> The term “exposure to Unibestos” means exposure to an asbestos-containing product manufactured, marketed, sold or distributed by PCC under the “Unibestos” or other label for which PCC, any PPG Entity or any Corning Entity has direct or indirect liability; however, the Asbestos PI Trust shall be free to contest whether a particular Unibestos product was in fact manufactured, marketed, sold or distributed by PCC.

<sup>4</sup> Evidence of “Bilateral Asbestos-Related Nonmalignant Disease” for purposes of meeting the criteria for establishing Disease Levels I, II, III, V, and VII, means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale or (ii)(x) a chest X-ray read by a qualified B reader or other Qualified Physician, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (e.g., an ILO report, a written radiology report or a pathology report). Solely for asbestos claims filed against PCC, any PPG Entity, any Corning Entity, or another defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest X-ray or a CT scan read by a Qualified Physician, or (ii) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with or compatible with a diagnosis of asbestos-related disease, shall be evidence of a Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Disease Levels I, II, III, V and VII. Pathological evidence of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “Asbestos-associated Diseases,” Vol. 106, No. 11, App. 3 (October 8, 1982). For all purposes of this TDP, a “Qualified Physician” is a physician who is board-certified (or in the case of Canadian Claims or Foreign Claims, a physician who is certified or qualified under comparable medical standards or criteria of the jurisdiction in question) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine or occupational medicine; provided, however, subject to the provisions of Section 5.8, that the requirement for board certification in this provision shall not apply to otherwise qualified physicians whose X-ray and/or CT scan readings are submitted for deceased holders of Channeled Asbestos PI Trust Claims.

Lung Cancer 2 (Level VI)	None	<p>(1) Diagnosis of a primary lung cancer; (2) exposure to Unibestos during the period July 1, 1962-December 31, 1972, or to another asbestos-containing product manufactured, marketed, sold or distributed by PCC prior to December 31, 1982; and (3) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.</p> <p>Lung Cancer 2 (Level VI) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer 1 (Level VII) claims. All claims in this Disease Level will be individually evaluated. The estimated likely average of the individual evaluation awards for this category is \$20,000, with such awards capped at \$50,000 unless the claim qualifies for Extraordinary Claim treatment (described in Section 5.4 below).</p> <p>Level VI claims that show no evidence of either an underlying Bilateral Asbestos-Related Non-malignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims will be treated as having any significant value, especially if the claimant is also a Smoker.<sup>5</sup> In any event, no presumption of validity will be available for any claims in this category.</p>
Other Cancer (Level V)	\$27,500	<p>(1) Diagnosis of a primary colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months exposure to Unibestos during the period July 1, 1962 – December 31, 1972, or to another asbestos-containing product manufactured, marketed, sold or distributed by PCC prior to December 31, 1982; (3) Significant Occupational Exposure, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.</p>
Severe Asbestosis (Level IV)	\$47,500	<p>(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestosis, plus (a) TLC less than 65%, or (b) FVC less than 65% and FEV1/FVC ratio greater than 65%, (2) six months exposure to Unibestos during the period July 31, 1962 – December 31, 1972,</p>

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<sup>5</sup> There is no distinction between Non-Smokers and Smokers for either Lung Cancer 1 (Level VII) or Lung Cancer 2 (Level VI), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VII) (evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the Asbestos PI Trust. In such a case, absent circumstances that would otherwise reduce the value of the claim, it is anticipated that the liquidated value of the claim might well exceed the \$47,500 Scheduled Value for Lung Cancer 1 (Level VII) shown above. “Non-Smoker” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

or to another asbestos-containing product manufactured, marketed, sold or distributed by PCC prior to December 31, 1982; (3) Significant Occupational Exposure, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.

Asbestosis/ Pleural Disease (Level III)	\$11,750	(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease, plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%, and (2) six months exposure to Unibestos during the period July 31, 1962 – December 31, 1972, or to another asbestos-containing product manufactured, marketed, sold or distributed by PCC prior to December 31, 1982; (3) Significant Occupational Exposure, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.
Asbestosis/ Pleural Disease (Level II)	\$5,500	(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, and (2) six months exposure to Unibestos during July 31, 1962 – December 31, 1972, or to another asbestos-containing product manufactured, marketed, sold or distributed by PCC prior to December 31, 1982; and (3) five years cumulative occupational exposure to asbestos.
Other Asbestos Disease (Level I - Cash Discount Payment)	\$400	(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease or an asbestos-related malignancy (other than mesothelioma), and (2) exposure to Unibestos during the period July 31, 1962 – December 31, 1972, or to another asbestos containing-product manufactured, marketed, sold or distributed by PCC prior to December 31, 1982.

**5.3(b) Individual Review Process.**

**5.3(b)(1) In General.** Subject to the provisions set forth below, a holder of a Channeled Asbestos PI Trust Claim may elect to have his or her claim individually reviewed for purposes of determining whether the claim would be compensable in the tort system even though it does not meet the presumptive Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.3(a)(3) above. In such a case, the Asbestos PI Trust shall either deny the Channeled Asbestos PI Trust Claim, or, if the Asbestos PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the Asbestos PI Trust can offer the claimant a liquidated value amount up to the Scheduled Value for the closest relevant Disease Level, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value for such a claim.

In addition or alternatively, a Channeled Asbestos PI Trust Claim may undergo the Individual Review Process for purposes of determining whether the liquidated value of the claim exceeds the Scheduled Value for the relevant Disease Level set forth in said provision. However, until such time as the Asbestos PI Trust has made an offer on a Channeled Asbestos PI Trust Claim pursuant to Individual Review, the claimant may change his or her Individual



Review election and have the claim liquidated pursuant to the Asbestos PI Trust's Expedited Review Process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

The liquidated value of all Foreign Claims shall be established only under the Asbestos PI Trust's Individual Review process. Channeled Asbestos PI Trust Claims of individuals exposed in Canada who were resident in Canada when such claims were filed will not be considered Foreign Claims hereunder and will be eligible for liquidation under the Expedited Review Process. Accordingly, a "Foreign Claim" is a Channeled Asbestos PI Trust Claim with respect to which the claimant's exposure to an asbestos-containing product for which PCC has legal responsibility occurred outside of the United States and its Territories and Possessions, and outside of the Provinces of Canada.

In reviewing such Foreign Claims, the Asbestos PI Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) below. The Asbestos PI Trust shall determine the liquidated value of Foreign Claims based on historical settlements and verdicts in the Claimant's Jurisdiction as well as the other valuation factors set forth in Section 5.3(b)(2) below.

For purposes of the Individual Review Process for Foreign Claims, the Trustees, with the consent of the TAC and the Future Claimants' Representative, may develop separate Medical/Exposure Criteria and standards, as well as separate requirements for physician and other professional qualifications, which shall be applicable to all Foreign Claims channeled to the Asbestos PI Trust; provided however, that such criteria, standards or requirements shall not effectuate substantive changes to the claims eligibility requirements under this TDP, but rather shall be made only for the purpose of adapting those requirements to the particular licensing provisions and/or medical customs or practices of the foreign country in question.

At such time as the Asbestos PI Trust has sufficient historical settlement, verdict and other valuation data for claims from a particular foreign jurisdiction, the Trustees, with the consent of the TAC and the Future Claimants' Representative, may also establish a separate valuation matrix for such claims based on that data.

The Individual Review Process is intended to result in payments equal to the full liquidated value of the claim, multiplied by the applicable Payment Percentage; however, the liquidated value of any Channeled Asbestos PI Trust Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant might otherwise have received under the Expedited Review Process. Moreover, the liquidated value for a claim involving Disease Levels II–VIII shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(c) below, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value set forth in Section 5.4(a) for such claims.

Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants holding Channeled Asbestos PI Trust Claims that

undergo the Individual Review Process may be paid the liquidated value of their claims later than would have been the case had the claimant elected the Expedited Review Process. Subject to the provisions of Section 5.8, the Asbestos PI Trust shall devote reasonable resources to the review of all claims to ensure that there is a reasonable balance maintained in reviewing all classes of claims.

**5.3(b)(2) Valuation Factors.** The Asbestos PI Trust shall liquidate the value of each Channeled Asbestos PI Trust Claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The Asbestos PI Trust will thus take into consideration all the factors that affect the severity of damages and values within the tort system including, but not limited to (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant’s age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) evidence that the claimant’s damages were (or were not) caused by asbestos exposure, including exposure to asbestos-containing products manufactured, marketed, sold or distributed by PCC prior to December 31, 1982 (for example, alternative causes, alternative sources of exposure, strength of documentation of injuries, and, in the case of exposure to Unibestos, the extent of PCC’s or any PPG Entity’s or Corning Entity’s legal culpability if the exposure occurred after December 31, 1972 but before December 31, 1982); (iv) the industry of exposure; and (v) settlements, verdicts, and the claimant’s and other law firms’ experience in the Claimant’s Jurisdiction for similarly situated claims.

For these purposes, the “Claimant’s Jurisdiction” is the jurisdiction in which the claim was filed (if at all) against PCC, any relevant PPG Entity, or any relevant Corning Entity in the tort system prior to the Petition Date. If the claim was not filed against PCC, any relevant PPG Entity, or any relevant Corning Entity in the tort system prior to the Petition Date, the claimant may elect as the Claimant’s Jurisdiction either (i) the jurisdiction in which the claimant resides at the time of diagnosis or when the claim is filed with the Asbestos PI Trust; or (ii) a jurisdiction in which the claimant was exposed to the relevant asbestos-containing product(s). With respect to the “Claimant’s Jurisdiction,” in the event a personal representative or authorized agent makes a claim under the TDP for wrongful death arising under the Alabama Wrongful Death Statute with respect to which the Claimant’s Jurisdiction as defined above could only be the State of Alabama, the Claimant’s Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to Pennsylvania’s choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the claimant.

**5.3(c) Scheduled, Average and Maximum Values.** The Scheduled, Average and Maximum Values for Channeled Asbestos PI Trust Claims involving the Disease Levels compensable under this TDP are the following:

<u>Scheduled Disease</u>	<u>Scheduled Value</u>	<u>Average Value</u>	<u>Maximum Value</u>
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Mesothelioma (Level VIII)	\$175,000	\$200,000	\$500,000
Lung Cancer 1 (Level VII)	\$47,500	\$50,000	\$100,000
Lung Cancer 2 (Level VI)	None	\$20,000	\$50,000
Other Cancer (Level V)	\$27,500	\$30,000	\$100,000
Severe Asbestosis (Level IV)	\$47,500	\$50,000	\$100,000
Asbestos/Pleural Disease (Level III)	\$11,750	\$12,500	\$22,500
Asbestos/Pleural Disease (Level II)	\$5,500	\$6,000	\$10,000
Other Asbestos Disease (Cash Discount Payment) (Level I)	\$400	None	None

These Scheduled Values, Average Values and Maximum Values shall apply to all Asbestos PI Trust Voting Claims payable from the Asbestos PI Trust other than Pre-Petition Liquidated Claims filed with the Asbestos PI Trust on or before the Initial Claims Filing Date as provided in Section 5.1 above. Thereafter, the Asbestos PI Trust, with the consent of the TAC and the Future Claimants' Representative pursuant to Sections 5.7(b) and 6.6(b) of the Asbestos PI Trust Agreement, may change these valuation amounts, add additional matrices or eliminate existing matrices, for good cause and consistent with other restrictions on the amendment power set forth in Section 8.1 below.

#### **5.4 Categorizing Claims as Extraordinary and/or Exigent**

**5.4(a) Extraordinary Claims.** "Extraordinary Claim" means a Channeled Asbestos PI Trust Claim that is held by a claimant whose exposure to asbestos (i) occurred predominately as the result of working in a manufacturing facility of PCC during a period in which PCC was manufacturing asbestos-containing products at that facility, or (ii) was at least seventy-five percent (75%) the result of exposure to an asbestos-containing product for which the Asbestos PI Trust has liability, and in any case there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to a maximum extraordinary value of five (5) times the Scheduled Value for claims involving Disease Levels II–V, VII and VIII, and five (5) times the Average Value for claims involving Disease Level VI, multiplied by the applicable Payment Percentage.

Any dispute as to Extraordinary Claim status shall be submitted to a special Extraordinary Claims Panel established by the Asbestos PI Trust with the consent of the TAC and the Future Claimants' Representative. All decisions of the Extraordinary Claims Panel shall be final and not subject to any further administrative or judicial review. An Extraordinary Claim, following its liquidation, shall be placed in the FIFO Payment Queue ahead of all other liquidated claims payable from that Asbestos PI Trust except Pre-Petition Liquidated Claims, Disease Level I (Other Asbestos Disease) Claims and Exigent Hardship Claims (as defined in Section 5.4(b) below), which shall be paid first in that order in said Queue, based on its date of



liquidation, subject to the Maximum Available Payment and Claims Payment Ratio described above.

**5.4(b) Exigent Hardship Claims.** At any time the Asbestos PI Trust may liquidate and pay Channeled Asbestos PI Trust Claims that qualify as Exigent Hardship Claims, as defined below. Such claims may be considered separately no matter what the order of processing otherwise would have been under this TDP. An Exigent Hardship Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated claims payable from the Asbestos PI Trust, except Pre-Petition Liquidated Claims and Disease Level I (Other Asbestos Disease) Claims, and shall be subject to the Maximum Available Payment, Claims Payment Ratio, and Payment Percentage provisions described above. A Channeled Asbestos PI Trust Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the relevant Medical/Exposure Criteria for Severe Asbestosis (Disease Level IV) or an asbestos-related malignancy (Disease Levels V-VIII), and the Asbestos PI Trust, in its sole discretion, determines (i) that the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available income, and (ii) that there is a causal connection between the claimant's dire financial condition and the claimant's asbestos-related disease.

**5.5 Secondary Exposure Claims.** If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant must seek Individual Review of his or her Channeled Asbestos PI Trust Claim pursuant to Section 5.3(b) above. In such a case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under this TDP that would have been applicable had that person filed a direct claim against the Asbestos PI Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the eight Disease Levels described in Section 5.3(a)(3) above or an asbestos-related disease that would otherwise be valid and compensable under this TDP, that his or her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to the asbestos-containing product in question, and that such secondary exposure was a cause of the claimed disease. The proof of claim form referenced in Section 6.1 shall contain an additional section for Secondary Exposure Claims. All other liquidation and payment rights and limitations under this TDP shall be applicable to such claims.

**5.6. Indirect Asbestos Claims.** Indirect Asbestos Claims asserted against the Asbestos PI Trust based upon theories of contribution or indemnification under applicable law, shall be treated as presumptively valid and paid by the Asbestos PI Trust subject to the applicable Payment Percentage if (a) such claim satisfied the requirements of the Bar Date for such claims established by the Bankruptcy Court, if applicable, and is not otherwise disallowed by Section 502(e) or subordinated by Section 509(c) of the Code, and (b) the holder of such claim (the "Indirect Claimant") establishes to the satisfaction of the Trustees that (i) the Indirect Claimant has paid in full the liability and obligation of the Asbestos PI Trust to the individual claimant to whom the Asbestos PI Trust would otherwise have had a liability or obligation under these Procedures (the "Direct Claimant"), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the Asbestos PI Trust from all liability to the Direct Claimant, and (iii) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law.

In no event shall any Indirect Claimant have any rights against the Asbestos PI Trust superior to the rights of the related Direct Claimant against the Asbestos PI Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no Indirect Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant.

To establish a presumptively valid Indirect Asbestos Claim, the Indirect Claimant's aggregate liability for the Direct Claimant's claim must also have been fixed, liquidated and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the Asbestos PI Trust) or a Final Order (as defined in the Plan) provided that such claim is valid under the applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the Asbestos PI Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Asbestos PI Trust a release in form and substance satisfactory to the Trustees, Reorganized Debtor, PPG and Corning.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Asbestos PI Trust with a full release of the Direct Claimant's claim, the Indirect Claimant may request that the Asbestos PI Trust review the Indirect Asbestos Claim under its Individual Review Process to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation that the Asbestos PI Trust would otherwise have to the Direct Claimant. If the Indirect Claimant can show that it has paid such a liability or obligation, the Asbestos PI Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so satisfied, times the then applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled. Further, the liquidated value of any Indirect Asbestos Claim paid by the Asbestos PI Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Channeled Asbestos PI Trust Claim that might be subsequently asserted by the Direct Claimant against the Asbestos PI Trust.

Any dispute between the Asbestos PI Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the ADR procedures provided in Section 5.10 below. If such dispute is not resolved by said ADR procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.6 below.

The Trustees may develop and approve a separate proof of claim form for Indirect Asbestos Claims. Indirect Asbestos Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Trustees consistent with the provisions of this Section 5.6, which procedures (a) shall determine the validity, allowability and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the Asbestos PI Trust would have afforded the holders of the underlying valid Channeled Asbestos PI Trust Claims. Nothing in this TDP is intended to preclude a trust to which asbestos-related liabilities are channeled from asserting an

Indirect Asbestos Claim against the Asbestos PI Trust subject to the requirements set forth herein.

## **5.7 Evidentiary Requirements.**

### **5.7(a) Medical Evidence.**

**5.7(a)(1) In General.** All diagnoses of a Disease Level for a Channeled Asbestos PI Trust Claim shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10 years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period. A finding by a physician after the Effective Date that a claimant's disease is "consistent with" or "compatible with" asbestosis will not alone be treated by the Asbestos PI Trust as a diagnosis.<sup>6</sup>

**5.7(a)(1)(A). Disease Levels I-IV.** Except for asbestos claims filed against PCC, any PPG Entity, any Corning Entity or any other defendant in the tort system prior to the Petition Date, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I-IV) shall be based, in the case of a claimant who was living at the time the claim was filed, upon a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease. In addition, all living claimants must provide (i) for Disease Levels I-III, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 4 above); (ii) for Disease Level IV, an ILO reading of 2/1 or greater or pathological evidence of asbestosis, and (iii) for Disease Levels III and IV, pulmonary function testing.<sup>7</sup>

In the case of a claimant who was deceased at the time the claim was filed, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I-IV) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease; or (ii) pathological evidence of the non-malignant asbestos-related disease; or (iii) in the case of Disease Levels I-III, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 4 above), and for Disease Level IV, either an ILO reading of 2/1

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<sup>6</sup> 6 All diagnoses of Asbestos/Pleural Disease (Disease Levels II and III) not based on pathology shall be presumed to be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level VIII) shall be presumed to be based on findings that the disease involves a malignancy. However, the Asbestos PI Trust may rebut such presumptions.

<sup>7</sup> "Pulmonary function testing" or "PFT" shall mean testing that is in material compliance with the quality criteria established by the American Thoracic Society ("ATS") and is performed on equipment which is in material compliance with ATS standards for technical quality and calibration. PFT performed in a hospital accredited by the JCAHO, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician shall be presumed to comply with ATS standards, and the claimant may submit a summary report of the testing. If the PFT was not performed in an JCAHO-accredited hospital, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician, the claimant must submit the full report of the testing (as opposed to a summary report); provided, however, that if the PFT was conducted prior to the Effective Date of the Plan and the full PFT report is not available, the claimant must submit a declaration signed by a Qualified Physician or other qualified party, in the form provided by the Asbestos PI Trust, certifying that the PFT was conducted in material compliance with ATS standards.

or greater or pathological evidence of asbestosis; and (iv) for either Disease Level III or IV, pulmonary function testing.

**5.7(a)(1)(B). Disease Levels V – VIII.** All diagnoses of an asbestos-related malignancy (Disease Levels V – VIII) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the malignant asbestos-related disease, or (ii) a diagnosis of such a malignant Disease Level by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”).

**5.7(a)(1)(C). Exception to the Exception for Certain Pre-Petition Claims.** If the holder of a Channeled Asbestos PI Trust Claim that was filed against PCC, any PPG Entity or any Corning Entity, or any other defendant in the tort system prior to the Petition Date has in his or her possession, custody or control a report of a diagnosing physician engaged by the holder or his or her law firm who conducted a physical examination of the holder as described in Sections 5.7(a)(1)(A), or if the holder has filed such medical evidence and/or a diagnosis of the asbestos-related disease by a physician not engaged by the holder or his or her law firm with another asbestos-related personal injury settlement trust that requires such evidence without regard to whether the claimant or the law firm engaged the diagnosing physician, the holder shall provide such diagnosis to the Asbestos PI Trust notwithstanding the exception in Sections 5.7(a)(1)(A).

**5.7(a)(2) Credibility of Medical Evidence.** Before making any payment to a claimant, the Asbestos PI Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. The Asbestos PI Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and shall, to the extent possible, require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedure to assure that such evidence is reliable. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to PCC, any PPG Entity or any Corning Entity to settle for payment similar disease cases prior to PCC’s bankruptcy, or (iii) a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the asbestos-related disease in question before a state or federal judge, is presumptively reliable, although the Asbestos PI Trust may seek to rebut the presumption.

In addition, claimants who otherwise meet the requirements of this TDP for payment of a Channeled Asbestos PI Trust Claim shall be paid irrespective of the results in any litigation at any time between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system involving another defendant, other than any findings of fact, a verdict, or a judgment, may be introduced by either the claimant or the Asbestos PI Trust in any Individual Review proceeding conducted pursuant to 5.3(b) or any Extraordinary Claim proceeding conducted pursuant to 5.4(a).

### **5.7(b) Exposure Evidence**

**5.7(b)(1) In General.** As set forth in Section 5.3(a)(3) above, to qualify for payment pursuant to this TDP, the claimant must demonstrate a minimum exposure to an asbestos-containing product for which the Asbestos PI Trust has liability. Claims based solely on conspiracy theories that involve no exposure to an asbestos-containing product for which the Asbestos PI Trust has liability are not compensable under this TDP. In addition, PPG Asbestos Premises Claims and Corning Asbestos Premises Claims as defined in the Plan are not compensable under this TDP.

To meet the presumptive exposure requirements of Expedited Review set forth in Section 5.3(a)(3) above for Channeled Asbestos PI Trust Claims, the claimant must show (i) for all Disease Levels, exposure to Unibestos between July 1, 1962 – December 31, 1972<sup>8</sup>, and, for any other Channeled Asbestos PI Trust Claims, exposure to the asbestos-containing product in question prior to December 31, 1982; (ii) for Channeled Asbestos PI Trust Claims involving Asbestos/Pleural Disease Level II, six months exposure to Unibestos during July 1, 1962 – December 31, 1972, and for any other Channeled Asbestos PI Trust Claims involving such Disease Level, six months exposure to the asbestos-containing product in question prior to December 31, 1982; plus in all events, five years cumulative occupational asbestos exposure; and (iii) for Channeled Asbestos PI Trust Claims involving Asbestosis/Pleural Disease (Disease Level III), Severe Asbestosis (Disease Level IV), Other Cancer (Disease Level V) or Lung Cancer 1 (Disease Level VII), six months exposure to Unibestos during July 1, 1962 – December 31, 1972, and for any other Channeled Asbestos PI Trust Claims involving such Disease Levels, six months exposure to the asbestos-containing product in question prior to December 31, 1982; plus in all events, Significant Occupational Exposure as defined below. If a claimant holding a Channeled Asbestos PI Trust Claim cannot meet the relevant presumptive exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review pursuant to Section 5.3(b) above of his or her claim.

**5.7(b)(2) Significant Occupational Exposure.** “Significant Occupational Exposure” means employment for a cumulative period of at least five years, with a minimum of two years prior to December 31, 1982, in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers; or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b) and/or (c).

**5.7(b)(3) Sufficiency of Evidence.** All holders of Channeled Asbestos PI Trust Claims must demonstrate meaningful and credible exposure to the asbestos or asbestos-containing product(s) in question in accordance with the exposure requirements described in Section 5.7(b)(1) above. That meaningful and credible exposure evidence must be established by an affidavit or sworn statement of the claimant, by an affidavit or sworn statement of a co-worker or

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<sup>8</sup> If a claimant’s alleged exposure to Unibestos occurred only after December 31, 1972, but the claimant believes the claim qualifies as a Channeled Asbestos PI Trust Claim because legal responsibility for the exposure arose prior to that date, the claimant must submit his or her Channeled Asbestos PI Trust Claim for Individual Review on this issue pursuant to Section 5.3(b) above.



the affidavit or sworn statement of a family member in the case of a deceased claimant (providing the Asbestos PI Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, or by other credible evidence. The specific exposure information required by the Asbestos PI Trust to process a claim under either Expedited Review or Individual Review shall be set forth on the proof of claim form to be used by the Asbestos PI Trust. The Asbestos PI Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary.

**5.8 Claims Audit Program.** The Asbestos PI Trust, with the consent of the TAC and the Future Claimants' Representative, may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays, CT scans, and verification of pulmonary function tests, as well as the reliability of evidence of exposure to asbestos, including exposure to Unibestos during the period July 1, 1962 – December 31, 1972, or to any other asbestos-containing product with respect to which the Asbestos PI Trust has liability prior to December 31, 1982. In the event that the Asbestos PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the Asbestos PI Trust, it may decline to accept additional evidence from such provider in the future.

Further, in the event that an audit reveals that fraudulent information has been provided to the Asbestos PI Trust, the Asbestos PI Trust may penalize any claimant or claimant's attorney by disallowing the claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected claimants' Channeled Asbestos PI Trust Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. §152, and seeking sanctions from the Bankruptcy Court.

**5.9 Second Disease (Malignancy) Claims.** The holder of any Channeled Asbestos PI Trust Claim, including Pre-Petition Liquidated Claims, involving a non-malignant asbestos-related disease (Disease Levels I through IV) may assert a new Channeled Asbestos PI Trust Claim against the Asbestos PI Trust for a malignant disease (Disease Levels V – VIII) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for the non-malignant asbestos-related disease, provided that the malignant disease had not been diagnosed by the time the claimant was paid with respect to his or her original claim involving the non-malignant disease.

#### **5.10 Arbitration.**

**5.10(a) Establishment of ADR Procedures.** The Asbestos PI Trust, with the consent of the TAC and the Future Claimants' Representative, shall institute binding and non-binding arbitration procedures in accordance with the Alternative Dispute Resolution ("ADR") Procedures attached hereto as Attachment A for resolving disputes concerning whether a Pre-Petition settlement agreement with PCC, any PPG Entity, or any Corning Entity regarding a

Channeled Asbestos PI Trust Claim is binding and judicially enforceable in the absence of a Final Order of the Bankruptcy Court determining the issue. The ADR Procedures shall also be used to determine whether the Asbestos PI Trust's outright rejection or denial of a Channeled Asbestos PI Trust Claim was proper, or whether the claimant's medical condition or exposure history meets the presumptive requirements of this TDP for purposes of categorizing a Channeled Asbestos PI Trust Claim involving Disease Levels I – VIII. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a Channeled Asbestos PI Trust Claim involving Disease Levels II – VIII, as well as disputes over PCC's, any PPG Entity's, or any Corning Entity's share of the unpaid portion of a Pre-Petition Liquidated Claim described in Section 5.2 above or the validity of an Indirect Asbestos Claim described in Section 5.6 above.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a Channeled Asbestos PI Trust Claim, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2) above. In order to facilitate the Individual Review Process with respect to such claims, the Asbestos PI Trust may from time to time develop a valuation model that enables the Asbestos PI Trust to efficiently make initial liquidated value offers on these claims in the Individual Review setting. In an arbitration involving any such claim, the Asbestos PI Trust shall neither offer into evidence or describe any such model nor assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The underlying data that was used to create the model may be relevant and may be made available to the arbitrator but only if provided to the claimant or his or her counsel ten (10) days prior to the arbitration proceeding. With respect to all claims eligible for arbitration, the claimant, but not the Asbestos PI Trust, may elect either non-binding or binding arbitration. The ADR Procedures may be modified by the Asbestos PI Trust with the consent of the TAC and the Future Claimants' Representative.

**5.10(b) Claims Eligible for Arbitration.** In order to be eligible for arbitration, the claimant must first complete the Individual Review Process pursuant to Section 5.3(b) above, as well as either the Pro-Bono Evaluation or the Mediation processes set forth in the ADR Procedures, with respect to the disputed issue. Individual Review will be treated as completed for these purposes when the claim has been individually reviewed by the Asbestos PI Trust, the Asbestos PI Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the Asbestos PI Trust of the rejection in writing. Individual Review will also be treated as completed if the Asbestos PI Trust has rejected the claim.

**5.10(c) Limitations on and Payment of Arbitration Awards.** In the case of a Channeled Asbestos PI Trust Claim involving Disease Levels II – VIII that does not qualify as an Extraordinary Claim (as defined in Section 5.4(a) above), the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(c) above, and for a Channeled Asbestos PI Trust Claim that is an Extraordinary Claim involving one of those Disease Levels, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim as set forth in Section 5.4(a) above. A claimant

who submits to arbitration and who accepts the arbitral award will receive payments in the same manner as one who accepts the Asbestos PI Trust's original valuation of the claim.

**5.11 Litigation of Channeled Asbestos PI Trust Claims.** Holders of Channeled Asbestos PI Trust Claims may litigate their Channeled Asbestos PI Trust Claims in the tort system only as provided below. Claimants holding Channeled Asbestos PI Trust Claims who elect non-binding arbitration and then reject their arbitral awards retain the right to institute a lawsuit against the Asbestos PI Trust in the name of the Asbestos PI Trust only in the Claimant's Jurisdiction pursuant to this Section 5.11 and Section 7.6 below. All lawsuits brought against the Asbestos PI Trust involving Channeled Asbestos PI Trust Claims must be filed by the claimant in his or her own right and name and not as a member or representative of a class, no such lawsuit may be consolidated with any other lawsuit, and a claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Asbestos PI Trust's available cash only as provided in Section 7.7(a) below. Under no circumstances shall an action be brought or proceed against any Asbestos Protected Party with respect to a Channeled Asbestos PI Trust Claim, nor shall any Asbestos Protected Party be required to pay any costs of defense, settlement, indemnity or judgments arising from or in connection with any Channeled Asbestos PI Trust Claim.

## SECTION VI

### Claims Materials

**6.1 Claims Materials.** The Asbestos PI Trust shall prepare suitable and efficient claims materials ("Claims Materials") for all Channeled Asbestos PI Trust Claims, and shall provide such Claims Materials upon a written request for such materials to the Asbestos PI Trust. The proof of claim form to be submitted to the Asbestos PI Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. In developing its claim filing procedures, the Asbestos PI Trust shall make every reasonable effort to provide claimants with the opportunity to utilize currently available technology at their discretion, including filing claims and supporting documentation over the internet and electronically by disk or CD-Rom. The proof of claim form to be used by the Asbestos PI Trust shall be developed by the Asbestos PI Trust and submitted to the TAC and the Future Claimants' Representative for approval; it may be changed by the Asbestos PI Trust with the consent of the TAC and the Future Claimants' Representative.

**6.2 Content of Claims Materials.** The Claims Materials shall include a copy of this TDP, such instructions as the Trustees shall approve, and a detailed Proof of Claim form ("POC"). It is anticipated that the POC will be substantially similar to that used by the Owens Corning/Fibreboard Asbestos Personal Injury Trust, attached hereto as Attachment B. If requested by the claimant, the Asbestos PI Trust shall accept information provided electronically. The claimant may, but will not be required to provide the Asbestos PI Trust with evidence of recovery from other asbestos defendants and claims resolution organizations.



**6.3 Withdrawal or Deferral of Claims.** A claimant can withdraw a Channeled Asbestos PI Trust Claim at any time upon written notice to the Asbestos PI Trust and file another claim subsequently without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A claimant can also request that the processing of his or her Channeled Asbestos PI Trust Claim by the Asbestos PI Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitation purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. During the period of such deferral, a sequencing adjustment on such claimant's PI Trust Claim as provided in Section 7.5 hereunder shall not accrue and payment thereof shall be deemed waived by the claimant. Except for Channeled Asbestos PI Trust Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Asbestos PI Trust's offer is required, or a claim for which deferral status has been granted, a claim will be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six (6) months of the Asbestos PI Trust's written offer of payment or rejection of the claim. Upon written request and good cause, the Asbestos PI Trust may extend either the deferral or withdrawal period for additional six (6) month periods.

**6.4 Filing Requirements and Fees.** The Trustees shall have the discretion to determine, with the consent of the TAC and the Futures Representative, (a) whether a claimant must have previously filed an asbestos-related personal injury claim in the tort system to be eligible to file the claim with the Asbestos PI Trust and (b) whether a filing fee should be required for any Channeled Asbestos PI Trust Claims.

**6.5 Confidentiality of Claimants' Submissions.** The Asbestos PI Trust shall take the position that all submissions to the Asbestos PI Trust by a holder of a Channeled Asbestos PI Trust Claim of a proof of claim form and materials related thereto are confidential and are made in the course of settlement discussions between the holder and the Asbestos PI Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including but not limited to those directly applicable to settlement discussions. In the event of a challenge or dispute regarding the confidentiality of such claimant submissions, the Asbestos PI Trust shall seek to preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only, with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) or other applicable law, to such other persons as authorized by the holder, or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a Pennsylvania State Court or the United States District Court for the Western District of Pennsylvania. Furthermore, the Asbestos PI Trust shall provide counsel for the holder a copy of any such subpoena immediately upon being served. The Asbestos PI Trust shall on its own initiative or upon request of the claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court, a Pennsylvania State Court or the United States District Court for the Western District of Pennsylvania and before those courts having appellate jurisdiction related thereto. Nothing in this TDP, the Asbestos PI Trust Agreement, or the Plan expands, limits, or impairs the obligation under applicable law of a claimant to respond fully to lawful discovery in an underlying civil action regarding his or her submission of factual information to the Asbestos PI

Trust for the purpose of obtaining compensation for asbestos-related injuries from the Asbestos PI Trust.

## SECTION VII

### **General Guidelines for Liquidating and Paying Claims**

**7.1 Showing Required.** To establish a valid Channeled Asbestos PI Trust Claim, a claimant must meet the requirements set forth in this TDP. The Asbestos PI Trust may require the submission of X-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the claim, and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable.

**7.2 Costs Considered.** Notwithstanding any provisions of this TDP to the contrary, the Trustees shall always give appropriate consideration to the cost of investigating and uncovering invalid Channeled Asbestos PI Trust Claims so that the payment of valid Channeled Asbestos PI Trust Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting an Channeled Asbestos PI Trust Claim. The Trustees shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Asbestos PI Trust so that valid Channeled Asbestos PI Trust Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustees, in appropriate circumstances, from contesting the validity of any claim against the Asbestos PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustees have determined to be unreliable pursuant to the Claims Audit Program described in Section 5.8 above.

**7.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity.** Consistent with the provisions hereof and subject to the FIFO Processing and Payment Queues, as well as the Maximum Annual Payment, the Maximum Available Payment, Payment Percentage and Claims Payment Ratio requirements set forth above, the Trustees shall proceed as quickly as possible to liquidate valid Channeled Asbestos PI Trust Claims, and shall make payments to holders of such claims in accordance with this TDP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the Asbestos PI Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustees shall use their best efforts to treat similar claims in substantially the same manner, consistent with their duties as Trustees, the purposes of the Asbestos PI Trust, the established allocation of funds to Channeled Asbestos PI Trust Claims in Categories A and B, and the practical limitations imposed by the inability to predict the future with precision. In the event that the Asbestos PI Trust faces temporary periods of limited liquidity, the Trustees may, with the consent of the TAC and the Future Claimants' Representative, suspend the normal order of payment and may temporarily limit or suspend

payments altogether, and may offer a Reduced Payment Option as described in Section 2.5 above.

**7.4 Punitive Damages.** Except as provided in Section 5.2(a) above and except for Channeled Asbestos PI Trust Claims arising under the Alabama Wrongful Death Statute as provided herein and in Section 5.3(b)(2), in determining the value of any unliquidated Channeled Asbestos PI Trust Claim, punitive or exemplary damages, i.e., damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system, nor shall any punitive or exemplary damages be payable with respect to any claim litigated against the Asbestos PI Trust in the tort system pursuant to Sections 5.11 above and 7.6 below. The only damages that may be awarded pursuant to the TDP to Alabama Claimants who are deceased and whose personal representatives pursue their claims against the Asbestos PI Trust only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to Pennsylvania's choice of law principles. The choice of law provision in this Section 7.4 applicable to any Claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the holders of Channeled Asbestos PI Trust Claims.

#### **7.5 Sequencing Adjustment.**

**7.5(a) In General.** Except for unliquidated Channeled Asbestos PI Trust Claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) and subject to the limitations set forth below, a sequencing adjustment shall be paid on all Channeled Asbestos PI Trust Claims with respect to which the claimant has had to wait a year or more for payment, provided, however, that no claimant shall receive a sequencing adjustment for a period in excess of seven (7) years; provided, further, however, in no event shall a sequencing adjustment be paid or accrue on any supplemental payment made to a claimant pursuant to Section 4.4 above. The applicable sequencing adjustment factor shall be six percent (6%) per annum for each of the first five (5) years after the Effective Date; thereafter, the Asbestos PI Trust shall have the discretion to change the sequencing adjustment factor with the consent of the TAC and the Future Claimants' Representative.

**7.5(b) Liquidated Pre-Petition Claims.** A sequencing adjustment shall be payable on the liquidated value of all Pre-Petition Liquidated Claims described in Section 5.2(a) above. In the case of Pre-Petition Liquidated Claims liquidated by verdict or judgment, the sequencing adjustment shall be measured from the date of payment back to the date that is one year after the date that the verdict or judgment was entered. In the case of Pre-Petition Liquidated Claims liquidated by a binding, judicially enforceable settlement, the sequencing adjustment shall be measured from the date of payment back to the date that is one year after the Petition Date.

**7.5(c) Unliquidated Channeled Asbestos PI Trust Claims.** A sequencing adjustment shall be payable on the Scheduled Value of any unliquidated Channeled Asbestos PI Trust Claims involving Disease Levels II – V, VII and VIII, whether the claim is liquidated under Expedited Review or Individual Review, or by arbitration. No sequencing adjustment shall be

paid on any claim liquidated in the tort system pursuant to section 5.11 above and 7.6 below. The sequencing adjustment on an unliquidated Channeled Asbestos PI Trust Claim that meets the general requirements of Disease Level VI shall be based on the Average Value for that Disease Level. The sequencing adjustment on such unliquidated Channeled Asbestos PI Trust Claims shall be measured from the date of payment back to the earliest of the date that is one year after the date on which (i) the claim was filed against the relevant Asbestos Protected Party; (ii) the claim was filed against another defendant in the tort system on or after the Petition Date but before the date that the Asbestos PI Trust first makes available the proof of claim forms and other materials required for filing a Channeled Asbestos PI Trust Claim with the Asbestos PI Trust.; or (iii) the claim was filed with the Asbestos PI Trust after the date that the Asbestos PI Trust first makes available the proof of claim forms and other materials required for filing a Channeled Asbestos PI Trust Claim with the Asbestos PI Trust.

**7.6 Suits in the Tort System.** If the holder of a disputed Channeled Asbestos PI Trust Claim disagrees with the Asbestos PI Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in Section 5.10 above, the holder may file a lawsuit against the Asbestos PI Trust in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) above. Any such lawsuit must be filed by the claimant in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including with respect to the Asbestos PI Trust all defenses that could have been asserted by any Asbestos Protected Party with respect to a Channeled Asbestos PI Trust Claim) shall be available to both sides at a trial involving any Channeled Asbestos PI Trust Claim; however, the Asbestos PI Trust may waive any defense and/or concede any issue of fact or law, so long as the Court is informed on the record that any such concession or waiver is made only on behalf of the Asbestos PI Trust and not by or on behalf of any Asbestos Protected Party. If the claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim form was filed with the Asbestos PI Trust, the case will be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

**7.7 Payment of Money Judgments.** If and when a claimant obtains a judgment in the tort system relating to the Asbestos PI Trust's liability to the claimant, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the claimant shall receive from the Asbestos PI Trust an initial payment (subject to the applicable Payment Percentage, the Maximum Annual Payment, the Maximum Available Payment, and the Claims Payment Ratio provisions set forth above) of an amount equal to one-hundred percent (100%) of the greater of (i) the Asbestos PI Trust's last offer to the claimant or (ii) the award that the claimant declined in non-binding arbitration; provided, however, that in no event shall such payment amount exceed the amount of the judgment obtained in the tort system. The claimant shall receive the balance of the judgment, if any, in five equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage, the Maximum Annual Payment, the Maximum Available Payment and the Claims Payment Ratio provisions set forth above in effect on the date of the payment of the subject installment).

In the case of non-Extraordinary Claims involving Disease Levels II - VIII, the total amounts paid with respect to such claims shall not exceed the Maximum Values for such Disease Levels set forth in Section 5.3(c). In the case of Extraordinary Claims, the total amounts paid with respect to such claims shall not exceed the maximum extraordinary values for such claims set forth in Section 5.4(a) above. Except as set forth in Section 5.2(a) above and except as otherwise provided in Section 7.4 above, under no circumstances shall either a sequencing adjustment be paid pursuant to Section 7.5 above or interest or punitive damages be paid under any statute in respect of any judgments or settlements obtained in the tort system with respect to Channeled Asbestos PI Trust Claims.

**7.8 Releases.** With respect to all Channeled Asbestos PI Trust Claims, the Trustees shall, with the consent of the TAC, the Future Claimants' Representative, Reorganized PCC, PPG, and Corning, determine the form and substance of the releases to be provided to the Asbestos PI Trust in order to maximize recovery for claimants against other tort feasons without increasing the risk or amount of claims for indemnification or contribution from the Asbestos PI Trust. As a condition to making any payment to a claimant, the Asbestos PI Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law; however, all such releases shall be consistent with the requirements of the Plan, the PPG Trust Funding Agreement and the Corning Trust Funding Agreement.

**7.9 Third-Party Services.** Nothing in this TDP shall preclude the Asbestos PI Trust from contracting with another asbestos claims resolution organization to provide services to the Asbestos PI Trust so long as decisions about the categorization and liquidated value of Channeled Asbestos PI Trust Claims are based on the relevant provisions of this TDP, including the Disease Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above for Channeled Asbestos PI Trust Claims.

**7.10 Asbestos PI Trust Disclosure of Information.** Periodically, but not less often than once a year, the Asbestos PI Trust shall make available to claimants and other interested parties the number of claims by Disease Levels that have been resolved both by individual review and by arbitration, as well as by litigation in the tort system, indicating the amounts of the awards and the averages of the awards by jurisdiction.

## SECTION VIII

### Miscellaneous

**8.1 Amendments.** Except as otherwise provided herein, the Trustees may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided they first obtain the consent of the TAC and the Future Claimants' Representative pursuant to the Consent Process set forth in Sections 5.7(b) and 6.6(b) of the Asbestos PI Trust Agreement, except that the right to amend the Claims Payment Ratio is governed by the restrictions in Section 2.5 above, and the right to adjust the Payment Percentage is governed by Section 4.2 above. Nothing herein is intended to preclude the TAC or the Futures Claimants' Representatives from proposing to the Trustees, in writing, amendments to this TDP.

Any amendment proposed by the TAC or the Futures Claimants' Representatives shall remain subject to Section 7.3 of the Asbestos PI Trust Agreement.

**8.2 Severability.** Should any provision contained in this TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TDP. Should any provision contained in this TDP be determined to be inconsistent with or contrary to PCC's, the PPG Entities', or the Corning Entities' obligations to any insurance company providing insurance coverage to PCC, the PPG Entities, or the Corning Entities in respect of claims for personal injury based on exposure to asbestos-containing products manufactured or distributed by PCC, the PPG Entities, or the Corning Entities, the Asbestos PI Trust, with the consent of the TAC and the Future Claimants' Representative, may amend this TDP and/or the Asbestos PI Trust Agreement to make the provisions of either or both documents consistent with the duties and obligation of PCC, the PPG Entities, or the Corning Entities to said insurance company.

**8.3 Governing Law.** Except for purposes of determining the liquidated value of any Channeled Asbestos PI Trust Claim, administration of this TDP shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania. The law governing the liquidation of Channeled Asbestos PI Trust Claims in the case of Individual Review, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(2) above.