

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:) **Chapter 11 Case**
) **Case No. 98 B 01004**
M.H. DETRICK CO.,) **Judge John D. Schwartz**
) **No Hearing Set**
Debtor.)

EXHIBIT 4

**M.H. DETRICK CO.
ASBESTOS IN BUILDINGS CLAIMS RESOLUTION PROCEDURES**

ARTICLE I

INTRODUCTION

These Asbestos In Buildings Claims Resolution Procedures (“the Asbestos In Buildings Claims Resolution Procedures”) have been prepared in connection with the Plan of Reorganization (the “Plan”), under Chapter 11 of the United States Bankruptcy Code, for M.H. Detrick Co. (“Detrick” or “Debtor”) and the M.H. Detrick Co. Asbestos Trust Agreement (the “Asbestos Trust”) adopted pursuant to such Plan. The Plan was filed in the United States Bankruptcy Court for the Northern District of Illinois and styled In re M.H. Detrick Co., Case No. 98 B 01004.

The Asbestos In Buildings Claims Resolution Procedures provide for processing, liquidating, paying and satisfying, absolutely and finally, all valid Asbestos In Building Damage Claims and Demands and Asbestos-Related Building Contribution Claims and Demands as provided in and required by the Plan and Asbestos Trust. The Trustee¹ of the Asbestos Trust shall implement and administer these Asbestos In Buildings Claims Resolution Procedures in accordance with the Asbestos Trust.

Pursuant to the Plan, an Asbestos Trust is established which, among other things, will administer and resolve Asbestos-Related Personal Injury Claims and Demands, Asbestos-Related Personal Injury Contribution Claims and Demands, Asbestos In Building Claims and Demands and Asbestos-Related Building Contribution Claims and Demands against Detrick. The Managing Trustee of the Asbestos Trust is responsible to perform his duties in accordance with the Asbestos Trust and to implement these Asbestos In Buildings Claims Resolution Procedures. The funding for payments under these Detrick Asbestos in Buildings Claims Resolution Procedures shall be made solely from a pro rata allocation of the net assets of the Asbestos Trust.

Detrick manufactured, used, sold and distributed asbestos containing products from 1939 through 1964. The asbestos containing products included:

- (i) block insulation
- (ii) Detrick “MW” block insulation
- (iii) Griptex Mineral Wool Block
- (iv) MW Insulating Cement
- (v) Super 711

¹ Trustee shall refer to the Individual Trustee in the Asbestos Trust Agreement. All capitalized terms not defined herein shall have the meaning set forth in the Plan or the Asbestos Trust, as may be applicable..

- (vi) Hilite Insulating and Finishing Cement
- (vii) Insulating cement
- (viii) Detrick T-60 Insulating Cement
- (ix) Detrick T-60 Finishing Cement
- (x) Utility Thermal Finish Cement
- (xi) Utility Insulating Finishing Cement
- (xii) MHD Finishing Cement
- (xiii) Pyroscat Fire Proofing Cement
- (xiv) 7M Asbestos Cement
- (xv) Permiseal
- (xvi) Therman Coat
- (xvii) Asbestos Rope
- (xviii) Detroc asbestos board
- (xix) Calcrete 30
- (xx) Refractory cement T20 and T22
- (xxi) Detrick Casing Cement
- (xxii) Casing Cement T10
- (xxiii) Duriseal Protective Coatings Type T-178, S-678, T-278 and S-778
- (xxiv) Detrick Boiler Wall Coatings T-178, S-678, T-278 and S-778
- (xxv) Monoseal
- (xxvi) Bonding Cement
- (xxvii) Detrick Plastic Insulation
- (xxviii) Hitherm
- (xxix) Asbestolux

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ARTICLE II

DEFINITIONS

Capitalized terms used herein and neither defined herein nor defined in the Trust but which are defined in the Plan shall have the meanings assigned to them in the Plan.

2.1.1 "Abatement" shall mean and refer to the removal, enclosure, encapsulation or repair of ACM.

2.1.2 "ACM" shall mean and refer to any Detrick product or material that contained asbestos.

2.1.3 "Applicable Jurisdiction" shall mean and refer to the jurisdiction whose laws may be the basis for determining whether a Claimant has provided Reasonable Evidence. Applicable Jurisdictions may, at the Claimant's option, be the state in which the Claimant's building is located, the state of Illinois, and any state in which a suit filed by the Claimant was pending on the date the Reorganization Case was commenced. Should there be any controversy as to jurisdiction, jurisdiction shall be in Delaware.

2.1.4 "Approved Laboratory" shall mean and refer to a laboratory approved by the Trustee, which is competent to perform constituent analysis of bulk samples of ACM, by X-ray diffraction.

2.1.5 "Asbestos" shall mean and refer to chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.

2.1.6 "Asbestos In Buildings Claims" means those Claims by whomever brought and in whatever procedural posture such claims may arise, against the Debtor, or any of its current or former subsidiaries or affiliates (or another person, firm, corporation or other Entity for which the Debtor is or may be liable), and whether in the nature of or sounding in tort, contract, warranty or any other theory of law, equity or admiralty for, relating to or arising by reason of, directly or indirectly, damages or any other relief arising from use, installation, presence, handling or disturbance of, removal, discharge, dispersal, release, escape, replacement, encapsulation or other remediation or abatement of, testing or monitoring or inspection for, or exposure to, asbestos, asbestos fiber or dust, or asbestos containing products or materials in or from any building or other structure or property including but not limited to abatement costs, diminution of value, environmental damage, economic loss and all Claims, debts, obligations or liabilities for compensatory damages (such as proximate, consequential, general or special) and punitive damages.

2.17 "Asbestos-Related Building Contribution Claims" means those Claims for contribution, reimbursement, indemnity or subrogation (as those terms may be defined pursuant to the law of the relevant jurisdiction) that are: (a) held by Entities (i) who have been or may be defendants or respondents in an action or proceeding seeking damages for Asbestos In Buildings Claims or (ii) seeking reimbursement or payment of settlements paid by or on behalf of co-defendants or litigation or defense costs, including without limitation legal fees, incurred in connection with litigation involving Asbestos In Buildings Claims; and (b) asserted against the Debtor for (i) reimbursement of all or any portion of any damages any such Entity has paid or may pay to the Entity asserting such Asbestos In Buildings Claims or (ii) reimbursement of related litigation or defense costs.

2.1.7 "Business Day" shall mean any day other than a Saturday, Sunday or a legal holiday as defined in Bankruptcy Rule 9006(a).

2.1.8 "Claimant" shall mean and refer to a Person or Entity who holds an Asbestos In Buildings Claim or an Asbestos In Buildings Contribution Claim and presents an Asbestos Property Damage Claim to the Trust.

2.1.9 "Confirmation Date" shall mean and refer to the date on which the Confirmation Order becomes a Final Order as defined in the Plan.

2.1.10 "Detrick" shall mean and refer to the Debtor, M. H. Detrick Co., an Illinois Corporation.

2.1.11 "Detrick ACM" shall mean and refer to Detrick's ACM.

2.1.12 "Disallowed Claims" shall mean and refer to those Claims that do not qualify for payment under the Asbestos In Buildings Claims Resolution Procedures.

2.1.13 "Effective Date" shall mean and refer to the first (1st) Business Day following the date upon which the Confirmation Order becomes a Final Order, subject to the provisions of Article XI, Sections 11.1 and 11.2 of the Plan.

2.1.14 "Facility or AIB Facility" shall mean the mechanism or system established by the Trustee for the disposition and payment of Asbestos In Building Claims and Demands pursuant to these Asbestos In Buildings Claims Resolution Procedures.

2.1.15 "Fixed Payment Amount" shall mean the amount paid to each claimant under the Asbestos In Buildings Claims Resolution Procedures.

2.1.16 "Governmental Unit" means any federal, state, local, municipal,

foreign or provincial (a) government, (b) government agency, (c) governmental commission, (d) governmental department, (e) governmental bureau, (f) governmental ministry or (g) governmental entity.

2.1.17 "Homogeneous Area" shall mean and refer to a section of ACM installed within one construction phase of a building that appears uniform in color, texture and appearance.

2.1.18 "Person" or "Entity" means any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, estate, entity, trust, trustee, unincorporated organization, government, governmental unit (as defined in section 101(27) of the Bankruptcy Code), agency or political subdivision thereof, the United States Trustee or any other entity; provided, however, for purposes of the Permanent Channeling Injunction as defined in Section 1.1(64) of Detrick's Plan and made applicable by Section 16.2 thereof, the definition of "Person" or "Entity" shall not include the United States Trustee.

2.1.19 "Product Identification" shall mean and refer to Reasonable Evidence that the ACM which is the subject of a Property Damage Claim is Detrick ACM.

2.1.20 "Property Damage Claim" shall be defined as it is as an Asbestos In Buildings Claim in the Plan, Article 1.1 (11).

2.1.21 "Property Damage Portion" shall mean and refer to the amount of funds allocated for payment of Allowed Asbestos In Buildings Claims and Demands and Asbestos In Building Contribution Claims and Demands to be paid from the Trust.

2.1.22 "Reasonable Evidence" shall mean and refer to evidence sufficient to present a jury issue under the tort system of one of the Applicable Jurisdictions.

2.1.23 "States" shall mean and refer to those fifty political units which comprise the United States of America.

ARTICLE III

ASBESTOS IN BUILDINGS CLAIMS.

The Asbestos In Buildings Claims Resolution Procedures shall provide the exclusive method for the disposition and payment of Asbestos In Buildings Claims and Demands and Asbestos-Related Building Contribution Claims and Demands against the Trust. The goal is to provide fair payment to all persons with valid Asbestos In Buildings

Claims and Demands and Asbestos-Related Building Contribution Claims and Demands against Detrick, taking into account the basic principles and laws of the tort system and the resources available to the Trust. The Asbestos In Building Claims Resolution Procedures are designed to provide a non-litigated, low transaction cost method of reaching a settlement of Asbestos In Buildings Claims asserted against Detrick. As such, the Asbestos In Buildings Claims Resolution Procedures pertain only and are unique to the Detrick Reorganization Case and have no applicability on any other basis and are not relevant to any litigation or other disputed proceedings.

The Asbestos In Buildings Claims Resolution Procedures may be interpreted by the Trustee only where an ambiguity exists. The interpretation shall be consistent with the purpose of providing payment for the cost-effective, reasonable methods of Abatement of Detrick asbestos-containing materials and asbestos containing products. The Trustee shall consider duties imposed in the future on Claimants by applicable law or regulation in order to insure that there is no inequity, unfairness, or unjust enrichment resulting from the implementation of these Asbestos In Buildings Claims Resolution Procedures. Claimants may, but need not, be represented by counsel when making an Asbestos Property Damage Claim under these Asbestos In Buildings Claims Resolution Procedures.

3.1 Allowance of Asbestos In Buildings Claims.

3.1.1 Processing and Review of Property Damage Claims.

The Trustee shall use the Asbestos In Buildings Claims Resolution Procedures set forth herein to process all Asbestos In Buildings Claims and Demands and Asbestos-Related Building Contribution Claims and Demands after the Effective Date of the Plan. These Asbestos In Buildings Claims Resolution Procedures shall apply and be read to incorporate Asbestos-Related Building Contribution Claims and Demands as if stated herein.

3.1.1.1 Submission of Property Damage Claims.

An Asbestos In Buildings Claim or Asbestos-Related Building Contribution Claim must be filed with the AIB Facility during an open period which shall be established by the Trustee periodically and which may be limited to a period of sixty (60) days. Any Asbestos In Buildings Claim or Asbestos-Related Building Contribution Claim filed outside the open period will be disallowed for payment during the payment cycle of that open period. The Claim shall be returned to the Claimant. All Asbestos In Buildings Claims and Asbestos-Related Building Contribution Claims shall be submitted on the AIB Facility's Standardized Claim Form (the "AIB Claim Form"), or such

other form as the Trustee may permit, and shall include the documentation (as set forth in Paragraph 3.1.4) required to substantiate the Asbestos In Buildings Claim or the Asbestos-Related Building Contribution Claims.

The Trustee may establish Asbestos In Buildings Claims Resolution Procedures designed to reduce administrative costs, which do not prejudice Claimant's substantive rights. The Trustee also may establish guidelines to prevent abuse of the Facility's objective of providing for cost-effective and reasonable methods of asbestos abatement and control, which do not prejudice Claimant's substantive rights and which are not inconsistent with these Asbestos In Buildings Claims Resolution Procedures.

3.1.1.2 Processing of Property Damage Claims.

Asbestos In Buildings Claims and Asbestos-Related Building Contribution Claims shall be processed in the order they are received.

3.1.1.3 Review of Asbestos In Buildings Claims.

Upon receipt of an AIB Claim Form, the Trustee of the Asbestos Trust will verify that Detrick distributed the Detrick ACM to the location. If the Trustee verifies that no Detrick ACM was distributed to the location of the Claimant building(s), the Asbestos In Building Claim will be denied. If Detrick ACM was sold to the Claimant, the Asbestos In Building Claim will be submitted to the Trustee for full consideration of that Asbestos In Building Claim. Upon receipt of an AIB Claim Form, the AIB Facility shall review the AIB Claim Form to determine whether the necessary documentation (as set forth in Paragraph 3.1.4) has been submitted. If additional documentation is required in order to evaluate the Asbestos In Building Claim, the Facility shall notify the Claimant in writing of that need by first-class mail or facsimile mail. Any Asbestos In Building Claim requiring additional documentation as to which no such further documentation is provided within 60 days from the date of such notification, or such reasonable extension as may be granted by the Trustee, shall be a Disallowed Asbestos In Building Claim, provided, that, the Claimant shall have the right to request reconsideration.

Nothing herein shall preclude the Claimant and the Trustee from engaging in any informal discussion(s) and/or exchange of documents prior to the Trustee's official determination of an Asbestos In Building Claim.

Once all necessary documentation pertinent to a n Asbestos In Building Claim is received, the Trustee will determine whether the Asbestos In Building Claim will be allowed. The Facility shall notify the Claimant in writing by first class mail or facsimile mail of its determination with 120 days of receipt of all necessary documentation.

Where product identification evidence under Paragraph

3.1.4 is submitted, the AIB Facility shall have the right, upon reasonable notice to the Claimant, to inspect the Claimant's building(s) or structure(s) and conduct non-invasive or non-destructive tests reasonably necessary for the evaluation of the Asbestos In Building Claim. Such inspection and/or testing shall be limited to visual inspection, photography, bulk sample collection and other such reasonable tests, and shall be done at times convenient to the Claimant and in accordance with all applicable federal, state and local rules or regulations regarding safe practices and the Claimant's Operations and Maintenance ("O&M") Program, if any. Unless otherwise agreed, inspection or testing shall not extend the time for making a determination with respect to an Asbestos In Building Claim. For the purposes of this Section, the requirement that any testing by the AIB Facility be non-invasive or non-destructive shall not preclude securing bulk samples, provided, however, that the sampling shall be conducted in accordance with all applicable federal, state and local rules or regulations regarding safe practices and the Claimant's O&M Program, if any, and further that the AIB Facility shall repair, including cosmetically, the material from which the sample is taken, including the ACM.

3.1.1.5 Reconsideration of Asbestos In Buildings Claim.

A Claimant shall have 30 days from the date of receipt of the AIB Facility's notice of the Trustee's official determination to file with the AIB Facility a written request for reconsideration of that determination. The Claimant must state in writing the reason(s) for seeking reconsideration and include any additional materials not theretofore submitted which the Claimant wishes to be considered in connection with the reconsideration.

Once the AIB Facility has received a request for reconsideration, the Trustee shall review the Asbestos In Building Claim, the supporting documentation, Claimant's reason for seeking reconsideration and arguments in support thereof, any newly submitted material, the notice of determination and reasons therefor, and any other relevant material. The Trustee shall have 90 days from the date of receipt of Claimant's request for reconsideration to issue a final determination.

The Trustee shall issue its final determination in writing to the Claimant. The final determination shall include a detailed, written statement supporting the Trustee's finding, as well as a full disclosure of Claimant's right to request Binding Dispute Resolution.

3.1.1.6 Binding Dispute Resolution.

A final determination upon reconsideration by the

Trustee which denies in full or in part an Asbestos In Building Claim may be submitted to an arbitrator for Binding Dispute Resolution. A Claimant shall have 30 days from the date of receipt of the AIB Facility's final determination upon reconsideration to file with the AIB Facility a written request for Binding Dispute Resolution.

The AIB Facility shall maintain a list of a minimum of 5 independent arbitrators who are available to hear disputes between the AIB Facility and Claimants. Once a request for Binding Dispute Resolution is received by the AIB Facility, the AIB Facility shall, within twenty (20) days of receipt of such request, send to the Claimant the names and addresses of five (5) independent arbitrators which shall have been selected by a random process. Claimant shall have thirty (30) days from the date the list is received to strike three (3) arbitrators, and to return that information to the AIB Facility.

The AIB Facility, once it has received Claimant's choice, shall select one (1) of the two (2) potential arbitrators not stricken by the Claimant and then arrange a date on which the Binding Dispute Resolution can be commenced. The Binding Dispute Resolution shall be commenced within ninety (90) days of receipt by the AIB Facility of Claimant's choices of arbitrators. Upon confirmation of the date that Binding Dispute Resolution is to commence, the AIB Facility shall notify the Claimant in writing of the identity of the arbitrator and the date and location of commencement of the Binding Dispute Resolution.

The arbitrator shall review the Asbestos In Building Claim de novo pursuant to the standards set forth in these Asbestos In Buildings Claims Resolution Procedures. The losing party shall pay the arbitrator's fees, provided, however, that, in no event will a Claimant receive an award in an amount greater than an amount which shall be consistent with §524(g)(2)(B)(v).

3.1.2 Documentation.

No Asbestos In Building Claim shall be Allowed unless the following documentation is submitted to the Trustee in support of the Asbestos In Building Claim. Such documentation shall be sufficient to constitute Reasonable Evidence as required by these Asbestos In Buildings Claims Resolution Procedures. The absence of one or more of the categories of documents set forth below shall be a bar to the allowance of a Asbestos In Building Claim, unless for reasonable cause the Trustee shall excuse compliance with such requirements. The following documents must be supplied:

3.1.2.1 Necessary Property Damage Claim Documents.

3.1.2.1.1 AIB Claim Form, describing the location, type and amount of ACM and the installation date thereof, including the certification of the information contained therein;

3.1.2.1.2 Copies of all presently existing bulk sample analysis results and/or records thereof showing that the abated material contained asbestos. The bulk sample analysis technique must be X-ray diffraction. A minimum of one sample from each Homogeneous Area for which Property Damage Claims are made must have been analyzed initially;

3.1.2.1.3 Evidence that ACM that is the subject of the Asbestos In Building Claim is Detrick ACM, which the Trustee may confirm by any method and which confirmation shall be at the expense of the Claimant. Identification of Detrick ACM may be established by all of the following:

3.1.2.1.3.1 Constituent analysis of representative bulk sample(s) showing that the ACM that is the subject of the Asbestos In Building Claim is Detrick ACM.

3.1.2.1.3.2 A sworn affidavit of an individual with personal knowledge that Detrick ACM was used in the building for which the Asbestos In Building Claim is made, setting forth the individual's conclusion that Detrick is the manufacturer, distributor or seller of the ACM and the factual basis for that conclusion; and

3.1.2.1.3.3 Documentation evidencing that Detrick ACM was used in the building for which the Asbestos In Building Claim is made including, without limitation, sales invoices; purchase orders; architectural specifications and records; bid documents; contracts and subcontracts; change orders; material approvals; maintenance, repair, and renovation records; complaints to contractors; installation records; advertisements; insurance Claims; supplier records; documents from discovery in lawsuits; and Detrick's records. For this purpose, a specification without some additional substantiating proof that Detrick ACM was used shall not sustain an Asbestos In Building Claim.

3.1.3 Allowed Asbestos In Buildings Claims.

3.1.3.1 Asbestos In Buildings Claims and Asbestos-Related Building Contribution Claims resulting from the use of Detrick ACM will be allowed in an amount set by the Trustee; provided, however, that the amount per building shall not exceed the Fixed Payment Amount (as that term is defined in the Asbestos Trust and the Asbestos-Related Personal Injury Claims Resolution Procedures and the Asbestos In Buildings Claims Resolution Procedures) for an allowed cancer claim under the Asbestos-Related Personal Injury Claims Resolution Procedures and the aggregate amount payable to any one claimant regardless of the number of buildings owned, controlled, or managed, directly or indirectly, including all Persons or Entities affiliated with a Claimant whose Claims are allowed shall not exceed 5 times the amount of the Fixed Payment Amount payable to the holder of an Asbestos Personal Injury cancer claim. The Trustee

may pay, negotiate, and compromise Allowed Asbestos In Buildings Claims and Asbestos-Related Building Contribution Claims up to a maximum payment per building containing Detrick ACM but only in a manner consistent with these Asbestos In Buildings Claims Resolution Procedures and §524(g)(2)(B)(v).

When any Asbestos In Building Claims and Asbestos In Buildings Contribution Claim is asserted the Trustee shall as may be appropriate, determine the maximum amount such claim may be allowed for consistent with and in compliance with Section 524(g) of the Bankruptcy Code. The Trustee may retain and rely upon the advice of professionals in determining such amounts.

The Trustee may not negotiate or compromise Asbestos In Buildings Claims or Asbestos-Related Building Contribution Claims if the Claimant has not submitted Reasonable Evidence that its building(s) contains Detrick ACM which is subject to Abatement.

3.1. Disallowed Asbestos In Building Claim. The Trustee will disallow any Asbestos In Building Claim or Asbestos-Related Building Contribution Claims:

3.1.4.1 for punitive and/or enhanced damages; provided, however, in the event an Asbestos In Building Claimant is permitted to pursue its claim in Court as provided in Article II above, then this Section 3.1.4.1 shall not apply;

3.1.4.2 by Claimants where there has been a prior, judicial final determination or stipulation that the ACM for which the Asbestos In Building Claim was filed is not Detrick ACM;

3.1.4.3 by Claimants where the Claimant has previously received payment in another proceeding for such ACM upon proof that the ACM was the product of a manufacturer other than Detrick;

3.1.4.4 for which Detrick is not legally responsible under applicable law; or

3.1.4.5 when the Trustee has made a determination that Detrick has not distributed Detrick ACM to the subject location.

3.1.4.6 with respect to which the product which contains asbestos and is the subject of the claim does not meet the EPA definition of “Friable Asbestos Material”.

3.15 No Waiver of Statute of Limitations and Bar Date. No Asbestos in Buildings Claims and Demands, including any Asbestos-Related Building

Contribution Claims and Demands, shall be allowed by the Asbestos Trust which Claims or Demands have been or were barred, estopped or otherwise not capable of being prosecuted, by the applicable statute of limitations or any other equitable defense prior to the commencement date of Detrick's Chapter 11 Case or are barred by any Bar Date order in the Detrick Chapter 11 Case.

ARTICLE 4

4.1 Creation of Three Funds. The Asbestos Trust shall establish three separate funds for the payment of Asbestos Related Claims asserted against the Trust, to be designated Fund A, fund B and Fund C.

4.1.1 Fund A. Fund A will pay the established Fixed Payment Amount of the Asbestos-Related Personal Injury Claims and Asbestos-Related Personal Injury Contribution Claims. All monies paid into Fund A will be paid to Asbestos-Related Personal Injury Claimants and Asbestos-Related Personal Injury Contribution Claimants. Asbestos -Related Personal Injury Claimants and Asbestos-Related Personal Injury Contribution Claimants may choose to contribute their payment to an appropriate charity, by not cashing their check. Fund A will be funded with periodic deposits at the time payment is issued and upon the passage of 90 days thereafter, the Detrick Asbestos Trust may close the account into which Fund A was deposited and treat all checks that have not been deposited as an election by the claimant under Section 4.14. Any monies remaining in Fund A during a periodic distribution, as a result of the non-negotiated checks that were paid to Claimants, will then be irrevocably transferred to Fund C and distributed pursuant thereto.

4.1.2 Fund B. Payment of Fixed Payment Amount. Fund B will pay Asbestos in Buildings Claims and Asbestos-Related Building Contribution Claims and will be funded solely from a pro rata allocation of assets in the Asbestos Trust based upon the advice of the Trustee's professionals and advisors as to the projected total amount of number and value of asbestos personal injury claims and Asbestos In Building claims. Only one Asbestos in Buildings Claim and/or Asbestos in Building Contribution Claim shall be allowed per Entity or Governmental Unit and shall paid a Fixed Payment Amount in an amount determined by the Trustee (the "Fixed Payment Amount") and consented to and approved by the TAC but not greater than the amount paid to the holder of a cancer claim. The aggregate amount payable to any one claimant regardless of the number of buildings owned, controlled, or managed, directly or indirectly, including all Persons or Entities affiliated with a Claimant whose Asbestos In Buildings Claim(s) or Asbestos-Related Building Contribution Claims are allowed shall not exceed 5 times the amount of the Fixed Payment Amount payable to the

holder of an Asbestos Personal Injury cancer claim. Fund B will be funded with periodic deposits at the time payment is issued and upon the passage of 90 days thereafter, the Detrick Asbestos Trust may close the account into which Fund B was deposited and treat all checks that have not been deposited as an election by the claimant under Section 4.14. Any monies remaining in Fund B during a periodic distribution, as a result of the non-negotiated checks that were paid to Claimants, will then be irrevocably transferred to Fund C and distributed pursuant thereto.

The Asbestos Trust may determine based upon claims filed and lawsuits commenced against Detrick and other professional advice that there is no reasonable basis to expect any Asbestos in Buildings Claims and Asbestos-Related Building Contribution Claims the Asbestos Trust need not reserve any money for Fund B.

4.1.3 Fund C. If and when all claimants due to receive money from Fund B have been paid during any Claims Period, the balance remaining in Fund B in accordance with Section 4.1.4 will be deposited into Fund C to be donated periodically to one or more charitable organizations or entities designated by the Asbestos Trust with the approval of the TAC.

4.1.4 If the Claimant does not deposit the check within three (3) months, unless that time is extended by the Trust, the check shall be canceled and all claims of that claimant will be deemed to be satisfied. The failure to deposit the check shall also constitute a release of all claims against Detrick and the Detrick Trust. A claimant may also elect to withdraw a Claim at any time.

ARTICLE 5

5.1 Dismissal of Lawsuits. In order to conserve the assets of the Trust, holders of Claims and Demands, and when Demands become cognizable claims, are enjoined from filing future litigation against Detrick, or the Trust, may not proceed in any manner against the Asbestos Trustor Detrick in any state or federal court, and are required to pursue their claims against the Asbestos Trust solely as provided in these Asbestos In Buildings Claims Resolution Procedures; provided, however, in the event a holder of any such claim, or a holder of a Demand within 180 days after such Demand becomes a cognizable claim under applicable law, gives written notice of rejection pursuant to the Plan, and of these Asbestos In Buildings Claims Resolution Procedures and election to proceed with litigation pursuant to Section 5.9 hereof to the Asbestos Trust at c/o F. Sylvester Minter, III, Managing Trustee, P.O. Box 1199, Leeds, AL 35094.

5.2 No Requirement to Appear. Except as provided herein, the Asbestos Trust shall not be required to enter an appearance in any court as to any

claim, nor shall it be subject to discovery or to default judgment or levy and execution on any judgment and under no circumstances shall the Asbestos Trust be required to pay claims, whether for asbestos-related conditions or for contribution or indemnification, except in accordance with these Asbestos In Buildings Claims Resolution Procedures.

5.3 Litigation between Asbestos Trust Beneficiaries.

5.3.1 Right to Introduce Evidence. In any litigation between Asbestos In Buildings Claimants and other asbestos manufacturers, all parties retain their respective rights provided by applicable law in state or federal courts in the appropriate jurisdiction.

5.3.2 Third-party claims may be asserted against the Asbestos Trust for the sole purpose of listing the Asbestos Trust on a verdict form in those jurisdictions where such Asbestos In Buildings Claims Resolution Procedures apply.

5.4 Contribution and Indemnity Claims.

(a) Right to Pursue Contribution and Indemnity Claims Retained. Co-defendants shall have the right to pursue contribution and indemnity only where (1) allowed by applicable local law and (2) no set-off credit is allowed by applicable local law. The Co-defendant shall not be eligible to assert a contribution or indemnity claim until it has paid the entire amount due to the claimant.

(b) Processing, Valuation and Payment of Contribution Claims. The Asbestos Trust may establish forms for filing Contribution and Indemnity Claims. Contribution and Indemnity Claims made to the Asbestos Trust may in the discretion of the Trustee be processed in order of their receipt by the Trust, without reference to any list established for Claims of Asbestos In Buildings Claimants. Contribution and Indemnity Claimants shall be paid in the same manner and amounts and subject to the same limitations as Asbestos In Buildings Claims for each claim paid prior to the Petition Date with respect to which such Claimant for contribution or indemnity is entitled to contribution or indemnity and shall be paid with respect to claims and Demands paid pursuant to these Asbestos In Buildings Claims Resolution Procedures only on or after payment to the holder of any Claim or Demand paid under these Asbestos In Buildings Claims Resolution Procedures and only to the extent such Claimant is entitled to contribution or indemnity under applicable law. However, only one claim per Entity shall be allowed.

(c) Any Person or Entity asserting an Asbestos-Related Building Contribution or Indemnity Claim shall be required to submit evidence to the Trust in accordance with these Procedures that qualifies the underlying claim for which

indemnity or contribution is asserted as an Asbestos In Buildings Claim or Demand.

(d) Wherever applicable in these Asbestos In Buildings Claims Resolution Procedures, they shall apply and be read to incorporate Asbestos-Related Building Contribution Claims and Demands.

5.5 Acceptance and Payment of Claims on Modified Procedures.

Notwithstanding any to the contrary in the Claims Resolution Procedures, including specifically requirements and procedures specified in Article III herein , with the unanimous consent of the TAC, and in effort to promote the distribution of as much payment and compensation to claimants as possible and to minimize transaction and claims processing costs, the Asbestos Trust may establish minimal standards for the qualification and acceptance of claims and may waive or delete compliance with any of the provisions of Article III hereof.

ARTICLE 6
Asbestos Trust Decisions Final

All decisions made by the Asbestos Trust with respect to determining Fixed Payment Amount, order of payment, amount and timing of payment, and any other matters covered by these Asbestos In Buildings Claims Resolution Procedures shall be final and binding, and not subject to review.

ARTICLE 7
MISCELLANEOUS

7.1 **Amendments.** The Trustee may amend, modify, delete, or add to any of these Asbestos Claims Resolution Procedures (including without limitation, amendments to conform these Asbestos In Buildings Claims Resolution Procedures to advances in scientific or medical knowledge or other changes in circumstances) provided he first consults with and obtains the consent of the TAC. Notwithstanding anything contained herein to the contrary, these Asbestos In Buildings Claims Resolution Procedures shall not be modified or amended in any way that would jeopardize the validity or enforceability of the Permanent Channeling Injunction.

7.2 **Severability.** Should any provision contained in the Asbestos In Buildings Claims Resolution Procedures be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the Asbestos In Buildings Claims Resolution Procedures.

7.3 **Governing Law.** The Claims Asbestos In Buildings Claims Resolution Procedures shall be governed by and construed in accordance with, the laws of the State of Delaware.

7.5 **Attorneys' Fees.** Attorneys' fees payable in connection with Asbestos Trust Claims liquidated and paid through these Asbestos In Buildings Claims Resolution Procedures where calculated as a percentage of recovery, shall be the lower of the fee provided in the contract between claimant and counsel or 25%, exclusive of costs chargeable to the claimant. The recovery shall be measured by the actual payments from the Asbestos Trust to the claimant.

7.6 **Asbestos Trust Not to be Treated as Bankrupt.** From and after the Effective Date, and for procedural purposes only, under no circumstances (other than the commencement by the Asbestos Trust of formal bankruptcy proceedings) shall the Asbestos Trust be treated as a bankrupt or insolvent defendant, nor shall the Asbestos Trust be considered a Person who cannot be made a party for lack of personal jurisdiction. Notwithstanding anything to the contrary herein, nothing in these Asbestos In Buildings Claims Resolution Procedures shall affect the Injunction(s) under the Plan.