

**SECOND AMENDED SWC ASBESTOS
TRUST DISTRIBUTION PROCEDURES**

TABLE OF CONTENTS

	Page
PRELIMINARY STATEMENT	1
ARTICLE I GENERAL.....	1
1.1 Asbestos Trust Res	1
1.2 Basis for Asbestos Liabilities.....	1
1.3 Inherent Uncertainty.....	2
1.4 Purpose of Asbestos Trust.....	2
1.5 Disease Levels of Asbestos Claims.....	2
1.6 Determination of Scheduled Values.....	3
ARTICLE II ALLOWANCE OF ASBESTOS CLAIMS	3
2.1 General	3
2.2 Claims Procedures.....	3
ARTICLE III PAYMENT OF ASBESTOS CLAIMS	9
3.1 Disease Level 1 Claims	9
3.2 Disease Levels 2 through 4 Claims.....	9
3.3 Interim Payments.....	9
3.4 Releases	10
ARTICLE IV CLAIMS MATERIALS	10
4.1 Claims Materials	10
4.2 Claims Submission Deadline	10
4.3 Withdrawal of Claims	10
4.4 Filing Fees	10
4.5 English Language.....	11
ARTICLE V CONFIDENTIALITY PROVISIONS	11
5.1 Confidentiality of Asbestos Claimants' Submissions	11
ARTICLE VI MISCELLANEOUS	12
6.1 Amendments.....	12
6.2 Governing Law.....	12
6.3 Construction	12

PRELIMINARY STATEMENT

Capitalized terms not otherwise defined in these Second Amended Asbestos Trust Distribution Procedures (“**TDP**”) shall have the meaning ascribed to such terms in the *Debtors*¹ *Third Amended Joint Plan Under Chapter 11 of the Bankruptcy Code* dated May 5, 2025 [Docket No. 609] (including all exhibits thereto and as may be amended, supplemented, or modified from time to time pursuant to the terms of the Plan and subject to paragraph 74 of the Confirmation Order, the “**Plan**”), or the SWC Asbestos Trust Agreement (the “**Asbestos Trust Agreement**”) executed pursuant to the Plan, as applicable.

The Plan and Asbestos Trust Agreement, pursuant to the Plan, establish an Asbestos Trust (the “**Asbestos Trust**”) and contemplate the establishment of these TDP to set out the procedures and means to be implemented by the Asbestos Trustee (“**Asbestos Trustee**”) for the purpose of processing, liquidating, Allowing, and paying Distributions on account of Asbestos Claims² (“**Asbestos Claims**”).

These TDP are not intended to, nor shall they be deemed to, create additional substantive rights for any Holder of an Asbestos Claim.

ARTICLE I GENERAL

1.1 **Asbestos Trust Res.** As set forth in the Asbestos Trust Agreement and the Plan, the assets transferred or to be transferred to or received by the Asbestos Trust consist of (i) \$3.1 million to be paid by the Affiliate Group to the Debtors for the Asbestos Trust; (ii) the Contingent Settlement Contribution³; and (iii) any income or earnings realized or received in respect thereof, and the Insurance Rights Transfer (collectively, the “**Res**”). The *Res* shall be used exclusively for payment of Asbestos Claims pursuant to the provisions of these TDP, and administrative expenses of the Asbestos Trust as provided in the Asbestos Trust Agreement.

1.2 **Basis for Asbestos Liabilities.** The asbestos liabilities addressed by these TDP relate solely to three former divisions of SWC LP f/k/a Connell LP: (1) Yuba Heat Transfer Corporation (“**Yuba**”) (2) Danly Machine Corporation (“**Danly**”); and (3) Wabash Alloys, LLC (“**Wabash**”). Yuba was engaged in the business of heat and air cooler exchanges, and its key

¹ The “**Debtors**” shall mean SWC Industries LLC, SWC Limited Partnership, SWC Holdings, LLC, Yuba Heat Transfer, LLC, SWC Aluminum Properties, L.L.C., SWC Tool Properties, LLC, SencorpWhite, Inc., SWC CeraTek LLC, Accu-Seal SencorpWhite, Inc., IITI Acquisition LLC, SWC White Systems LLC; Intek Integration Technologies, Inc.; Minerva Associates, Inc.

² “**Asbestos Claim**” means any claim or right of action of an individual, or trustee for the estate of any individual, against any of the Debtors for personal injury or wrongful death resulting or allegedly resulting from the presence of, or exposure to, asbestos or asbestos containing products relating to three former divisions of SWC LP f/k/a Connell LP: (1) Yuba Heat Transfer Corporation, (2) Danly Machine Corporation; and (3) Wabash Alloys, LLC; provided, however, that the meaning of “**Asbestos Claim**” does not include any Claim held by any corporation (as defined in section 101(9) of the Bankruptcy Code), partnership, limited company, insurance company or other form of business entity. See Plan, Article I (1.1) (10).

³ “**Contingent Settlement Contribution**” means an amount equal to 20% of the Plan distributions to which WCMC is entitled on account of its Claims, which amount shall be contributed to the Asbestos Trust pursuant to the Affiliate Group Settlement. See Plan, Article I (1.1) (49).

products are feedwater heaters and steam surface condensers for the power generation industry. Danly manufactured die sets, mechanical presses, and other metalworking machinery, serving the die making and metal stamping industries. Wabash produced recycled aluminum alloys and steel deoxidation products made from scrap. Historically, there have been only two (2) premise liability claims asserted against the Debtors on account of Wabash. Therefore, the Asbestos Trust does not expect any Asbestos Claims related to Wabash to be filed against the Trust. Notwithstanding the foregoing, Holders of Asbestos Claims who believe they hold Disease Levels 1 through 4 premise-liability based Asbestos Claims related to Wabash (“**Wabash Asbestos Claims**”), may seek to have their Asbestos Claims individually reviewed and assigned a value by the Asbestos Trust under Section 2.2(e) of these TDP.

1.3 **Inherent Uncertainty.** As the Asbestos Claims may not be eligible for payment hereunder, or may seek to liquidate their Asbestos Claims through an individual evaluation by the Asbestos Trustee or in the tort system, and because the existence and allowance of Wabash Asbestos Claims, if any, are unknown, the amount each Holder of an Asbestos Claim in Disease Levels 1 through 4 shall be paid hereunder is not fully known. Accordingly, Holders of Asbestos Claims need to consider (to the extent reasonably foreseeable and practicable at the time of each distribution) the uncertainty regarding the number and aggregate liquidated amount of Asbestos Claims and the amount allocable to each Disease Level of Asbestos Claims. Notwithstanding the foregoing, Distributions paid on account of Asbestos Claims under these TDP do not necessarily equate to settlement values historically received by Asbestos Claims in the tort system and instead reflect a resolution of Asbestos Claims under these TDP.

1.4 **Purpose of Asbestos Trust.** The purpose of the Asbestos Trust as reflected in these TDP is to liquidate and pay Asbestos Claims in a streamlined, cost-effective and fair process as quickly as possible with minimal administrative oversight. To that end, the Asbestos Trust is not responsible for creating reserves for those Asbestos Claims that cannot be timely liquidated in the tort system. Moreover, these TDP are designed to incentivize Holders of Asbestos Claims to liquidate their Asbestos Claims through the Asbestos Trust. The Trustee, with the consent of the Trust Advisory Committee (“**TAC**”), may seek one or more bar dates and/or may amend these TDP, including to provide a pass through to insurance, at any time following entry of a Confirmation Order as defined in the Plan.

1.5 **Disease Levels of Asbestos Claims.** The Asbestos Trust is established to provide for distributions to Holders of Asbestos Claims which include and consist of the following disease levels (each a “**Disease Level,**” as designated):

- a) **Disease Level 1:** Asbestos-Related Non-Malignant Claims
- b) **Disease Level 2:** Asbestos-Related Other Cancer Claims
- c) **Disease Level 3:** Asbestos-Related Lung Cancer Claims
- d) **Disease Level 4:** Mesothelioma/Asbestosis Death Claims

1.6 **Determination of Scheduled Values.** With the exception of Wabash Asbestos Claims for which Disease Levels 1 through 4 must be individually reviewed by the Asbestos Trust, and unless Asbestos Claims in Disease Levels 2 through 4 elect to have their claims individually reviewed under Section 2.2(e), Holders of Asbestos Claims shall receive a distribution from the

Res based on the value for Asbestos Claims in each such Disease Level pursuant to the Plan and these TDP as set forth below (“**Scheduled Values**”)⁴ :

<u>Disease Levels</u>	<u>Scheduled Values</u>		
	<u>Yuba Claims</u>	<u>Danly Claims</u>	<u>Wabash Claims</u>
1 (Non-Malignant/Pleural Disease Claims)			
1-A (Non-Disabled Asbestosis/ Pleural Disease Discounted Cash Payment)	\$300	\$300	TBD
1-B (Disabled Asbestosis/Pleural Disease)	\$2,500	\$2,500	TBD
2 (Other Cancer)	\$8,500	\$3,100	TBD
3 (Lung Cancer)			
3-A Lung Cancer 1	\$25,000	\$25,000	TBD
3-B Lung Cancer 2	IR Only	IR Only	TBD
4 Mesothelioma/Asbestosis Death)	\$75,000	\$450,000	TBD

Holders of Asbestos Claims that establish both a Yuba Claim and a Danly Claim under the requirements of this TDP shall be entitled to the Scheduled Values for both claims.

ARTICLE II ALLOWANCE OF ASBESTOS CLAIMS

2.1 **General.** Pursuant to the Confirmation Order, all Asbestos Claims shall be processed, resolved, liquidated and, if Allowed, paid pursuant to these TDP.

2.2 **Claims Procedures.**

(a) As soon as reasonably practicable after the Effective Date, the Asbestos Trustee shall approve a claim form substantially in the form attached hereto as Exhibit 1 (“**Claim Form**”) to be completed by any Holder of an Asbestos Claim who desires to submit an Asbestos Claim to the Asbestos Trust. The Claim Form shall require such information about the Holder and the Asbestos Claim as the Asbestos Trustee reasonably deems necessary and appropriate to enable the Asbestos Trustee to determine the Disease Level, validity as to proof of exposure and proof of injury, and amount, as appropriate, of the Asbestos Claim and, at a minimum, requires the Holder of an Asbestos Claim to (i) certify exposure to asbestos-containing equipment for which the Debtors have legal liability or at a facility owned by the Debtors depending on the type of Asbestos Claim being asserted (product or premise); and (ii) identify the location, disease, occupation, employer, start and end dates of exposure, and a description of the exposure. The Claim Form shall

⁴ The Trustee, with the consent of the TAC, reserves the right to add additional Disease Levels and/or amend the Scheduled Values of Asbestos Claims.

also include a box for Asbestos Claimants to elect individual review of their Asbestos Claims under Section 2.2(e).

(b) As set forth in (c) and (d) below, the Holder of an Asbestos Claim shall certify, either in the Claim Form, or through a separate declaration submitted with the Claim Form, the nature of his or her exposure to asbestos for which one of the Debtors is liable, his or her injury and the Disease Level of the asserted Asbestos Claim. No Asbestos Claim shall be considered or paid in more than one Disease Level.

(c) **Evidence of Exposure/Exposure Criteria.**

(i) **Exposure Evidence.** The Debtors have maintained non-comprehensive but extensive lists of facility and customer names and locations where equipment manufactured by Yuba and Danly were installed over the history of the Debtors' operations ("**Equipment Location Lists**"). The Equipment Location Lists are being provided to the Asbestos Trust and shall serve as a confidential but not exclusive guide by the Asbestos Trust in evaluating whether an Asbestos Claimant has identified a compensable claim against the Trust. Notwithstanding the foregoing, at any time, the Asbestos Trustee with the consent of the TAC, may publicize the Equipment Locations Lists on the Asbestos Trust website. The identification of a facility or customer name and location by the Holder of an Asbestos Claim from the Equipment Location Lists, along with an occupation, date of exposure, and a description of exposure that places the Asbestos Claimant in either direct contact or in the close vicinity of such equipment, shall serve as presumptive proof of exposure for purposes of receiving a distribution under the TDP. As set forth in the Claim Form, the following types of documents shall serve as evidence of proof of exposure: (1) an affidavit or sworn statement under penalty of perjury by the Holder of an Asbestos Claim; (2) an affidavit or sworn statement of a co-worker; (3) an affidavit or sworn statement of a family member in the case of a deceased Holder of an Asbestos Claim (collectively, the "**Affidavits**"). The Affidavits shall be accompanied by proof of a facility or customer name and location as demonstrated by (1) invoices, employment, construction or similar records; or (2) interrogatory answers, sworn work history, or deposition testimony by the Holder of an Asbestos Claim, or a co-worker, or a family member (if the Asbestos Claimant is deceased). Asbestos Claimants who do not meet the presumptive proof of exposure as set forth herein may, nevertheless, receive a distribution from the Asbestos Trust under the TDP if the Asbestos Claimant sets forth a basis for receiving a distribution under the TDP, which basis may include exposure to machinery at a location or for a customer not included on the Equipment Location Lists.

(ii) **Exposure Criteria.** To qualify for any Disease Level, the Asbestos Claimant must demonstrate meaningful and credible exposure to asbestos, asbestos-containing products, or conduct for which the Asbestos Trust has legal responsibility in accordance with Section 2.2(c)(i) above ("**Debtor Exposure**"). Claims based on conspiracy theories that involve no exposure to asbestos, asbestos-containing products, or conduct for which the Asbestos Trust has legal responsibility are not compensable under this TDP. To meet the presumptive exposure for purposes of the Scheduled Values under Section 1.6 above, the Asbestos Claimant must show (1) for all Disease Levels, Debtor Exposure, and (2) for Disabled Asbestosis (Disease Level 1-B), Other Cancer (Disease Level 2) or Lung Cancer 1 or 2 (Disease Level 3), the claimant must show six (6) months Debtor Exposure plus Significant Occupational Exposure to asbestos.

“Significant Occupation Exposure” means employment for a cumulative period of at least five (5) years 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).

(d) **Evidence of Disease Level**. As set forth on the Claim Form, as evidence of Disease Level, the Holder of an Asbestos Claim must submit medical records which clearly set forth the diagnosis for the disease set forth in Disease Levels 1 through 4, as applicable, as set forth below. Alternatively, the Asbestos Trust may rely on medical documents of the Holder of an Asbestos Claim submitted to a trust being administered by the same Trustee or claims processor.

(i) **In General**. All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (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. All diagnoses of an asbestos-related malignancy (Disease Levels 2-4) 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) 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.

(ii) **Disease Level 1-A (Non-Disabled Asbestosis/Pleural Disease Discounted Cash Payment)**. For Disease Level 1-A, a claimant must submit a diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease. Evidence of **“Bilateral Asbestos-Related Nonmalignant Disease”** for purposes of these TDP 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). 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 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. Pathological proof 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 these TDP, a **“Qualified Physician”** is a physician who is board certified (or in the case of 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 medicines.

(iii) **Disease Level 1-B (Disabled Asbestosis).** For Disease Level 1-B, a claimant must submit (1) either (a) a diagnosis of asbestosis with ILO of 1/0 or greater, or asbestosis determined by pathological evidence of asbestosis, plus pulmonary impairment of (x) TLC less than 80%, or (y) FVC less than 80% and FEV1/FVC ratio greater than 65%,⁵ or (b) a diagnosis of asbestosis with ILO of 1/0 or greater, or asbestosis determined by pathological evidence of asbestosis, plus (x) a Qualified Physician who is a pulmonologist or an occupational medicine physician prescribes oxygen to the injured party, (y) the treating Qualified Physician states that the predominant cause of the need for oxygen is asbestosis, and (z) the oxygen is needed by the injured party to perform activities of daily life (e.g., not oxygen that is prescribed only for comfort care, at night, for surgery, or on occasion) and (2) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question. All diagnoses of Disabled Asbestosis (Disease Level 1-B) 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.⁶

(iv) **Disease Level 2 (Other Cancer).** For Disease Level 2, a claimant must submit (1) a diagnosis of a primary colorectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease and (2) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.

(v) **Disease Level 3 (Lung Cancer).** For Disease Level 3-A, a claimant must submit (1) a diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos Related Nonmalignant Disease and (2) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question. For Disease Level 3-B, a claimant must submit (1) a diagnosis of a primary lung cancer and (2) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

(vi) **Disease Level 4 (Mesothelioma/Asbestosis Death).** For Disease Level 4, a claimant must submit (1) a diagnosis of mesothelioma or (2) a chest X-ray read by a qualified B reader of 1/1 or higher on the ILO scale and a report from a Qualified Physician who is a pathologist, a pulmonologist or an occupational medicine physician that states that asbestosis was a significant contributing cause of death.

⁵ This must be the actual measured value as opposed to the percentage predicted.

⁶ **“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 Joint Commission (**“JC”**), 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 a JC-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 Trust, certifying that the PFT was conducted in material compliance with ATS standards.

(e) **Individual Review.** Holders of Asbestos Claims in Disease Levels 2 through 4 may elect to have their claims individually reviewed by the Asbestos Trust to consider factors typically considered in evaluating such Asbestos Claims in the tort system including, but not limited to, length of exposure, age, dependents, and economic loss, to liquidate the value of their Asbestos Claim by so indicating such election on the Claim Form. In such instances, the presumption of validity set forth in Section 2.2(c) shall not apply. Holders of Asbestos Claims who elect to have their Asbestos Claims individually reviewed by the Asbestos Trust to liquidate the value of their Asbestos Claim shall be liquidated at no more than three times (3x) the Scheduled Value of their Asbestos Claim except that (i) Holders of Asbestos Claims in Disease Level 3-b shall be capped at \$25,000; and (iii) Asbestos Claims for Yuba and Danly Disease Level 4 shall be capped at \$1 million and \$2 million, respectively. Holders of Disease Levels 1 through 4 Asbestos Claims for Wabash shall be individually valued by the Asbestos Trust. Holders of Asbestos Claims in Disease Levels 2 through 4 who elect to have their claims individually reviewed by the Asbestos Trust and do not accept the liquidated value ascribed to their Asbestos Claim through this process may elect to exit to the tort system by bringing suit in any court in Delaware that has jurisdiction over the Asbestos Trust to liquidate the value of their Asbestos Claim (the “**Tort System Election**”). However, Holders of Asbestos Claims that make the Tort System Election shall have the liquidated value of such Asbestos Claims capped at no more than three times (3x) the Scheduled Value of their Asbestos Claim, regardless of the amount awarded at trial, except that Disease Level 3-B shall be capped at \$25,000.

(f) **Suits in the Tort System.** If the holder of a disputed claim disagrees with the Asbestos Trust’s determination regarding the claim, and if the holder has first submitted the claim to be individually reviewed by the Asbestos Trust provided in Section 2.2(e) above, the holder may make a Tort System Election, as described in Section 2.2(e) above. In such instances, the presumption of validity set forth in Section 2.2(c) shall not apply. Any lawsuit of an Asbestos Claimant making a Tort System Election must be filed 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 Trust, all defenses which could have been asserted by a Debtor) shall be available to both sides at trial; however, the Asbestos Trust may waive any defense and/or concede any issue of fact or law.

(g) **Denied Claims.** Holders of Asbestos Claims that are determined by the Asbestos Trust to be incomplete or otherwise deficient shall be provided written notice of such deficiencies by the Asbestos Trust. In the event that a Holder of a deficient Asbestos Claim has not cured such deficiencies within six (6) months of such notice, then such Asbestos Claim shall be deemed denied by the Asbestos Trust. Upon denial of an Asbestos Claim by the Asbestos Trust under this Section 2.2(g), any tolling of any applicable limitations period shall terminate on the date the Asbestos Claim is denied. If an Asbestos Claim was initially timely filed with the Asbestos Trust and is denied under this Section 2.2(g), then the Holder of such Asbestos Claim may thereafter refile such claim with the Asbestos Trust regardless of the expiration of any applicable limitations period; provided, however, that the Asbestos Trust shall not reserve for the value of any such Asbestos Claim, if any, and any such claimant bears the risk that no funds will be available in the Asbestos Trust at the time such claim is refiled to pay the pro rata value of such Asbestos Claim. A Holder of any Asbestos Claim that is denied by the Asbestos Trust will retain its rights, if any, to pursue such Asbestos Claim in the tort system; provided that (i) any tolling of any applicable limitations period will terminate on the date the Asbestos Claim is so

denied; (ii) a complaint is filed within thirty (30) days of denial of such Asbestos Claim; and (iii) if successful at trial, the liquidated value of such Asbestos Claim shall be subject to the payment limitations set forth in Section 2.2(e), regardless of the amount awarded at trial. However, the Asbestos Trust shall not reserve for the liquidated value of such Asbestos Claim in the tort system, if any, and the Holder of such an Asbestos Claim that is denied or rejected and chooses to pursue such Asbestos Claim in the tort system bears the risk that no funds will be available in the Asbestos Trust to pay the pro rata value of such Asbestos Claim once liquidated.

(h) **Secondary Exposure Claims.** If a claimant alleges an asbestos-related disease resulting from exposure to an occupationally-exposed person, such as a family member, the claimant may submit an Asbestos Claim with the Asbestos Trust subject to the terms of this Section 2.2(h). All such claims shall be subject to Individual Review under Section 2.2(e) above. All claimants with secondary exposure must establish that: (i) the claimant is suffering from one of the four (4) Disease Levels described in Section 1.5 above; (ii) the occupationally-exposed person would meet the exposure requirements under this TDP that would be applicable had the occupationally-exposed person filed a direct claim against the Asbestos Trust; (iii) the claimant's secondary exposure to the occupationally-exposed person occurred within the same time frame as the occupationally-exposed person's primary exposure; and (iv) the claimant's secondary exposure was a cause of the claimed disease. All other liquidation and payment rights and limitations under this TDP shall be applicable to such claims.

(i) **Foreign Claims.** Foreign Claims shall be liquidated only pursuant to the Individual Review process in Section 2.2(e) and shall be subject to a \$250 Filing Fee in accordance with Section 4.4 of this TDP. The Asbestos Trust, with the consent of the TAC, may develop separate medical/exposure criteria and standards, as well as separate requirements for physician and other professional qualifications, which shall be applicable to Foreign Claims; 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. A "**Foreign Claim**" is an Asbestos Claim with respect to which the claimant's exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which Yuba, Danly or Wabash have legal responsibility occurred outside of the United States, its territories, and its possessions."

ARTICLE III PAYMENT OF ASBESTOS CLAIMS

3.1 **Disease Level 1 Claims.** Holders of Asbestos Claims in Level 1-A who submit a timely Claim Form to the Asbestos Trust are eligible for a Discounted Cash Payment distribution under the TDP. The Holder of an eligible Asbestos Claim in Level 1-A who elects to receive a distribution under the TDP shall be paid as promptly as reasonably practicable after the Holder has submitted an executed Release as set forth in section 3.4 below.

3.2 **Disease Levels 1-B through 4 Claims.** Holders of Asbestos Claims in Disease Levels 1-B through 4 who submit a timely Claim Form to the Asbestos Trust shall have their Asbestos Claim resolved by the Asbestos Trust after the Asbestos Trustee completes its evaluation

of all Asbestos Claims on a FIFO basis. If the Asbestos Claim is resolved as an Allowed Claim, the Holder must submit an executed Release as set forth in section 3.4 below. After receipt of the executed Release, the Allowed Asbestos Claim will be paid in accordance with the TDP and the Interim Payment Guidelines set forth below, if applicable. Except for Allowed Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Asbestos Trust's offer of payment is required, a claim shall be deemed to have been denied if the claimant does not submit an executed Release within twelve (12) months of notice of the Asbestos Trust's offer. Allowed Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Asbestos Trust's offer is required shall be deemed to have been denied if the claimant does not submit an executed Release within sixteen (16) months of notice of the Asbestos Trust's offer. In the event an Asbestos Claim is deemed denied under this Section 3.2, then the provisions of Section 2.2(g) shall apply. To the extent any Asbestos Claims are pending in the tort system when the Asbestos Trustee completes its evaluation of all Asbestos Claims, the Asbestos Trustee may, but is not required to, reserve amounts for such Asbestos Claims, provided, however, the Asbestos Trustee shall have no obligation to wait for the outcome or conclusion in the tort system with respect to such Asbestos Claim. Thus, there is no guarantee that the Holder of an Asbestos Claim that is pending in the tort system when the Asbestos Trustee is ready to make distributions to Holders of Asbestos Claims in Disease Levels 1-B through 4 shall receive any distribution on account of his or her Asbestos Claim as the *Res* may be distributed in full or the Asbestos Trust terminated.

3.3 **Interim Payments.** In the event that the Asbestos Trustee determines that the *Res* is insufficient to pay all of the outstanding approved Asbestos Claims at their approved value, the Asbestos Trustee may make interim payments ("**Interim Payments**") to the Holders of Asbestos Claims in Disease Levels 1-B through 4; provided, however, that under no circumstances should Interim Payments to Holders of Asbestos Claims in Disease Level 1-B exceed 20% of the total amount of Interim Payments available for Asbestos Claims, except that the Trustee reserves the right to forgo making a distribution to any Holder of an Asbestos Claim in Disease Level 1-B that is less than \$50.00. Interim Payments may be made from time to time and shall be made on a *pro rata* basis. In determining the amounts of Interim Payments, the Asbestos Trustee shall reserve a sufficient amount in the *Res* to fund the administration of the TDP going forward. After the Holder of an approved Asbestos Claim has been paid 100% of the approved liquidated value of the Holder's Claim, the Holder shall receive no additional interim payments.

3.4 **Releases.** As a condition to making any payment to a Holder, the Asbestos Trust shall obtain, for the benefit of the Asbestos Trust, the TAC, the Debtors' Legacy Insurers, and their respective trustees, agents, consultants, financial advisors, servants, employees, attorneys, heirs, executors (collectively the "**Releasees**"), a Release in the form required by the Asbestos Trust, which shall be substantially in the forms attached hereto as Exhibit 2. The Asbestos Trustee in consultation with the TAC shall have the discretion to make only non-substantive changes to the form of Release.

3.5 **Upgrade Rights.** A Holder of a Level 1 Non-Malignant Claim that has received payment in accordance with Article III cannot file an additional claim for a higher Level 1 payment based on a new diagnosis. A Holder of any Asbestos Claim that has received payment in accordance with Article III can file an additional claim for a higher Level 2-4 payment based on a new diagnosis that qualifies for a Level 2-4 and is a higher Disease Level than the Disease Level

at which the Holder was previously paid (**“Upgrade Rights”**). In the event of any such approved upgrade in Disease Level, the new amount paid to the Holder shall be reduced by the amount previously paid to the Holder at the lower Disease Level. There is no guarantee that there will be sufficient funds at a later date to pay any such upgraded Disease Levels.

ARTICLE IV CLAIMS MATERIALS

4.1 **Claims Materials.** The Claim Form to be submitted to the Asbestos Trust shall require the Holder to assert all of the diseases for which the Asbestos Claim qualifies at the time of filing, and if multiple diseases are selected, the Holder will be compensated only for the most severe compensable disease. In developing its claim filing procedures, the Asbestos Trust shall make reasonable efforts to afford Holders the opportunity to utilize currently available technology, including by filing claims and supporting documentation over the internet and electronically by removable media such as thumb drives and compact discs.

4.2 **Claims Submission Deadline.** All Claim Forms for Holders of Asbestos Claims where the date of diagnosis of asbestos disease was prior to November 13, 2024 and (i) where the value of the Asbestos Claim was liquidated prior to November 13, 2024, must be submitted within ninety (90) days of the date the Asbestos Trust begins accepting Claim Forms (**“Present Liquidated Claims Submission Deadline”**); and (ii) where the value of the Asbestos Claims was unliquidated prior to November 13, 2024, must be submitted within nine (9) months of the date the Asbestos Trust begins accepting Claim Forms (**“Present Unliquidated Claims Submission Deadline”**). The approval of the Claim Form shall be published on the website of the claims processing agent selected by the Asbestos Trustee. Claim Forms for Holders of Asbestos Claims where the date of diagnosis of asbestos disease was on or after November 13, 2024, must be filed within three (3) years of the date of diagnosis of asbestos disease.

4.3 **Withdrawal of Claims.** If a Holder withdraws an Asbestos Claim at any time prior to resolution of the Asbestos Claim, such Holder of an Asbestos Claim is barred from resubmitting such Asbestos Claim to the Asbestos Trust.

4.4 **Filing Fees.** Except for Foreign Claims, for submitting an Asbestos Claim to the Asbestos Trust for payment, there shall be (i) a \$100 filing fee (**“Filing Fee”**) for Holders of Asbestos Claims in Disease Level 1-B through 4 to the Asbestos Trust for Payment. All Foreign Claims, regardless of Disease Level, shall be required to pay a \$250 Filing Fee for submitting an Asbestos Claim. If a Holder of an Asbestos Claim fails to pay the Filing Fee within ninety (90) days of filing the Asbestos Claim, the Asbestos Claim shall be deemed withdrawn. The Filing Fee for all Asbestos Claims shall be reimbursed to the Holder of an Asbestos Claim in the event the Asbestos Claim is Allowed. The Filing Fees may be amended by the Trustee with the consent of the TAC.

4.5 **English Language.** All claims, claims forms, submissions and evidence submitted to the Asbestos Trust or in connection with any Asbestos Claim or its liquidation shall be in the English language.

ARTICLE V CONFIDENTIALITY PROVISIONS

5.1 **Confidentiality of Asbestos Claimants' Submissions.**

(a) **Settlement Discussions.** Except as may be provided in the Trust Agreement, all submissions to the Asbestos Trust by a holder of an Asbestos Claim, including a Claim Form and materials related thereto, shall be treated as made in the course of settlement discussions between the Holder and the Asbestos Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges and protections, including but not limited to those directly applicable to settlement discussions.

(b) Except as may be provided the Trust Agreement, the Asbestos Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only, with the permission of the holder, 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 Delaware State Court, or the United States District Court for the District of Delaware.

(c) Furthermore, the Asbestos Trust shall provide counsel for the holder a copy of any such subpoena immediately upon being served; provided, however, that if a subpoena seeks records or information pertaining to more than fifty (50) claimants, the Asbestos Trust may instead first provide a copy of the subpoena to the TAC and delay providing a copy of the subpoena to counsel for individual holders of Asbestos Claims until, in the Asbestos Trustee's judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the Asbestos Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production.

(d) The Asbestos 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 Delaware State Court, or the United States District Court for the District of Delaware and before those courts having appellate jurisdiction related thereto.

(e) Nothing in these TDP, the Plan or the Trust Agreement expands, limits or impairs the obligation under applicable law of a claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the Asbestos Trust for the purpose of obtaining compensation for asbestos-related injuries from the Asbestos Trust.

ARTICLE VI MISCELLANEOUS

6.1 **Amendments.** Except as otherwise provided herein, the Asbestos Trustee may amend, modify, delete, or add to any provisions of these TDP with the consent of the TAC as set forth in the Asbestos Trust Agreement.

6.2 **Governing Law.** Except for purposes of determining the liquidated value of any Asbestos Claim, administration of these TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflicts of laws.

6.3 **Construction.**

(a) Unless the context of these TDP otherwise clearly requires, references to the plural include the singular, the singular includes the plural, and the part includes the whole and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereunder” and similar terms refer to these TDP as a whole and not to any particular provision. The word “including” has the meaning “including but not limited to.” The section headings contained in these TDP are for reference purposes only and shall not control or affect the construction of these TDP or the interpretation thereof in any respect.

(b) All references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and these TDP.

(c) All requirements for consents or approvals shall be deemed to require written consent or approval.