

With copies to:

Greenberg Traurig, LLP
200 Park Ave.
New York, New York 10166
Attention: Bruce R. Zirinsky, Esq. and John H. Bae, Esq.
Telephone: (212) 801-9200
Facsimile: (212) 801-6400

If to PENAC or any other Protected Party:

Philips Electronics North America Corporation
3000 Minuteman Road, Bldg. 1
Andover, Massachusetts 01810
Attention: Joseph E. Innamorati, Esq.
Telephone: (212) 536-0617
Facsimile: (212) 536-0598

With copies to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004-2498
Attention: Garrard R. Beeney, Esq.
Telephone: (212) 558-3737
Facsimile: (212) 558-3588

Section 3.5 Third-Party Beneficiaries. This Agreement shall inure to the benefit of the Parties and each of their respective heirs, successors, and assigns. Except for THAN, Reorganized THAN, PENAC, the Protected Parties and the Asbestos PI Trust, nothing in this Agreement, express or implied, is intended to confer upon any other Entity any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 3.6 Other Agreements Evidencing Indemnification Obligations. The Asbestos PI Trust hereby agrees to execute, for the benefit of any Indemnitee, such documents as may be reasonably requested by such Indemnitee, evidencing the Asbestos PI Trust's agreement that the indemnification obligations of the Asbestos PI Trust set forth in this Agreement inure to the benefit of, and are enforceable by, such Indemnitee.

Section 3.7 Counterparts. This Agreement and the other documents referred to herein may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 3.8 Binding Effect; Assignment. No Party may assign or transfer this Agreement, directly or indirectly, in whole or in part, whether by operation of law or otherwise, without the other Parties' prior written consents, and any attempted assignment, transfer, or delegation without such prior written consents shall be voidable at the sole option of such other

Parties. Notwithstanding the foregoing, each Party (or its permitted successive assignees or transferees hereunder) may assign or transfer this Agreement as a whole without consent to an entity that succeeds to all or substantially all of the business or assets of such Party. Without limiting the foregoing, this Agreement will be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. This Agreement may be enforced separately by the Asbestos PI Trust and each Indemnitee.

Section 3.9 Severability. If any term or other provision of this Agreement is determined by a court, administrative agency, or arbitrator to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 3.10 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of any Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right.

Section 3.11 Amendment. No change or amendment will be made to this Agreement except by an instrument in writing signed on behalf of each of the Parties to this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Indemnification to be executed on its behalf by its duly authorized officers thereunto on the day and year first above written.

T H Agriculture & Nutrition, L.L.C.:

By: _____
Name: Joseph L. Wolf, Jr.
Title: President

**Philips Electronics North America
Corporation:**

On behalf of itself and the Protected Parties

By: _____
Name: Joseph E. Innamorati, Esq.
Title: Senior Vice President & Chief Legal
Officer

ASBESTOS PI TRUST:

By: _____
Name:
Title:

EXHIBIT C

Asbestos Records Cooperation Agreement

ASBESTOS RECORDS COOPERATION AGREEMENT

In connection with the Prepackaged Plan of Reorganization of T H Agriculture & Nutrition, L.L.C. under Chapter 11 of the Bankruptcy Code, dated October 10, 2008, as modified and confirmed by order of the United States Bankruptcy Court for the Southern District of New York (the "Plan"), this agreement (this "Cooperation Agreement") is made, effective as of the Effective Date of the Plan, _____, 2009, by and among the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust (the "Asbestos PI Trust") and T H Agriculture & Nutrition, L.L.C. ("THAN" or "Reorganized THAN"), for itself and for the THAN Related Parties, with respect to, among other things, the Asbestos PI Trust's access to certain documents and information described below. All capitalized terms not defined herein shall be defined as set forth in the Plan. The parties hereto agree as follows:

1. Reorganized THAN and the THAN Related Parties shall provide, or cause to be provided, to the Asbestos PI Trust the following:

- (a) Access to all documents, data, information, compilations, correspondence, materials, records and writings of any type or description, however created, reproduced, or retrieved, and in every form, including, without limitation, databases, computer/electronic files, drafts and partially completed documents maintained by, or in the possession, custody or control of, Reorganized THAN and/or the THAN Related Parties relating or pertaining to:
 - (i) Asbestos PI Claims and any acts, omissions, products, business or operations upon which any Asbestos PI Claim is or may be based;
 - (ii) asbestos personal injury claims against THAN, including claims which have been litigated, settled or otherwise dealt with;
 - (iii) asbestos personal injury claims against any other Asbestos Protected Party arising, directly or indirectly, from or out of the acts, omissions, products, business or operations of THAN (including the acts, omissions, products, business or operations of any other Entity for whose acts, omissions, products, business or operations THAN has liability to the extent of such liability), including claims which have been litigated, settled or otherwise dealt with.

- (b) Access to (i) list(s) of all asbestos-containing products (for purposes of this Cooperation Agreement, asbestos-containing products shall include, without limitation, (a) raw asbestos, (b) asbestos fibers, (c) materials, including, without limitation, talc, vermiculite and tremolite, containing raw asbestos or asbestos fibers and (d) products containing raw asbestos, asbestos fibers or materials containing raw asbestos or asbestos fibers) sold, distributed, marketed, handled, processed or manufactured by THAN or its predecessors in interest, which list shall include the purchaser, the address of the purchaser, the site of delivery and any other available pertinent information, (ii) contracts, invoices and any other documents and information relating to the sale, distribution, marketing, handling, processing or manufacturing of asbestos-containing products by THAN or its predecessors in interest and (iii) specifications, descriptions and any other documents and information relating to the contents and composition

of asbestos-containing products sold, distributed, marketed, handled, processed or manufactured by THAN or its predecessors in interest.

(c) Access to all documents maintained by, or in the possession, custody or control of, THAN's, Reorganized THAN's or any THAN Related Parties' outside counsel, consultants or experts relating to the prepetition defense of Asbestos PI Claims and asbestos personal injury claims described in Subsections 1(a)(ii) and (iii) of this Cooperation Agreement, including, but not limited to, depositions, product identification evidence, claims settlement and payment information and indexes and summaries relating to any such documents. If necessary, Reorganized THAN and the THAN Related Parties will provide such direction to such outside counsel, consultants and experts as the Asbestos PI Trust may reasonably request.

(d) Access to written settlement agreements and other documents reflecting, or relating, referring or pertaining to, the settlement or other disposition of asbestos personal injury claims described in Subsections 1(a)(ii) and (iii) of this Cooperation Agreement.

(e) With respect to all documents, data, information, compilations, correspondence, materials, records and writings described in Sections 1(a) through (d) (collectively, the "Asbestos Records") kept in paper form, "access" means that Reorganized THAN and/or the THAN Related Parties shall provide the Asbestos Records in the manner and location in which they generally retain their business records in the ordinary course of their business at a date and time (or series of set dates, depending upon the amount of time necessary to review and copy the Asbestos Records) that is reasonably acceptable to the Asbestos PI Trust and Reorganized THAN. With respect to the Asbestos Records kept in electronic form, "access" means that Reorganized THAN and/or the THAN Related Parties shall provide the Asbestos Records on compact disc or other electronic media as maintained by Reorganized THAN and/or the THAN Related Parties. At its option, the Asbestos PI Trust may employ an outside contractor to photocopy, electronically reproduce or otherwise reproduce any of the Asbestos Records. When providing Asbestos Records or access, Reorganized THAN shall also provide the Asbestos PI Trust any available electronic or paper index that identifies or describes the contents of any relevant files, boxes, discs and databases. To the extent any Asbestos Records in electronic form are stored in a format with full text or other searchable capabilities, Reorganized THAN shall provide all search engines, software and programs to fully enable all potential search functions.

2. Reorganized THAN does hereby authorize the Future Claimants' Representative and his agents and professionals to provide to the Asbestos PI Trust all data and any other information provided by THAN, the THAN Related Parties, PENAC and/or the PENAC Related Parties, directly or indirectly, to the Future Claimants' Representative or his agents or professionals on or prior to the Effective Date.

3. Reorganized THAN does hereby authorize the Asbestos Claimants Group, the official committee representing holders of Asbestos PI Claims and their agents and professionals to provide to the Asbestos PI Trust all data and any other information provided by THAN, the THAN Related Parties, PENAC and/or the PENAC Related Parties, directly or indirectly, to the Asbestos Claimants Group, the official committee representing holders of Asbestos PI Claims or their agents or professionals on or prior to the Effective Date.
4. Reorganized THAN does hereby authorize Verus Claims Services, LLC and its agents and professionals to provide to the Asbestos PI Trust all data and any other information provided by THAN, the THAN Related Parties, PENAC and/or the PENAC Related Parties, directly or indirectly, to Verus Claims Services, LLC or its agents or professionals on or prior to the Effective Date
5. Reorganized THAN shall use commercially reasonable efforts to provide access to the Asbestos Records to the Asbestos PI Trust within one hundred eighty (180) days from the date of a request by the Asbestos PI Trust. The Asbestos PI Trust may retain copies of all the Asbestos Records which it has caused to be reproduced at its expense or which have been provided to it.
6. The costs and expenses of providing access to the Asbestos Records shall be borne by Reorganized THAN. The cost of copying the Asbestos Records shall be borne by the Asbestos PI Trust.
7. (a) In connection with any particular request by the Asbestos PI Trust to provide Asbestos Records, upon providing such Asbestos Records to the Asbestos PI Trust as contemplated in this Cooperation Agreement and upon the request of the Asbestos PI Trust, Reorganized THAN and/or the THAN Related Parties, as applicable, shall provide the Asbestos PI Trust with a certification indicating that they have used all reasonable efforts to meet the requirements set forth herein.

(b) Nothing in this Cooperation Agreement shall be interpreted as requiring Reorganized THAN and/or the THAN Related Parties to create any new databases, new compilations of documents or any new physical documents or to update or revise in any way any of the Asbestos Records.
8. Privileges (i) belonging to THAN and/or the THAN Related Parties on the Petition Date and (ii) relating to Asbestos PI Claims or asbestos personal injury claims described in Subsections 1(a)(ii) and (iii) of this Cooperation Agreement belong to the Asbestos PI Trust as of the Effective Date. Except as set forth in the preceding sentence, nothing in this Cooperation Agreement shall constitute a transfer or waiver by THAN, Reorganized THAN and/or the THAN Related Parties of any privileges. Further, nothing in this Cooperation Agreement shall constitute a transfer or waiver of any privileges belonging to any third party.
9. The Asbestos PI Trust shall use the Asbestos Records only for purposes of processing, evaluation and resolution of Asbestos PI Claims; provided, however that the Asbestos PI Trust may share Asbestos Records and information contained therein with holders of Asbestos PI Claims to the extent necessary to effectuate the purposes of the Asbestos PI Trust. The Asbestos PI Trust may not

share any privileged attorney work product created by counsel to THAN or Reorganized THAN with holders of Asbestos PI Claims.

10. Reorganized THAN and/or the THAN Related Parties shall have no duty to check or verify the accuracy of any information contained in the Asbestos Records and do not make any representation or warranty, express or implied, as to the accuracy of such information; provided, however, Reorganized THAN and the THAN Related Parties shall not delete, redact or modify any information contained in the Asbestos Records. Reorganized THAN and the THAN Related Parties shall not have any liability to the Asbestos PI Trust arising out of or relating to the use of the Asbestos Records by the Asbestos PI Trust or any errors or omissions therefrom. Nothing herein shall limit Reorganized THAN's and the THAN Related Parties' liability for any breach of this Cooperation Agreement or for willful misconduct or negligence.
11. This Cooperation Agreement shall be construed in accordance with the laws of the State of New York, without regard to any New York conflict of law principles that would result in the application of laws of any other jurisdiction.
12. In the event the rights and obligations under this Cooperation Agreement are not extended by mutual agreement of the parties prior to the expiration hereof, this Cooperation Agreement shall expire on December 31, 2019; provided, however, that Reorganized THAN and the THAN Related Parties, and their successors and assigns, shall remain obligated to provide the Asbestos PI Trust with access to Asbestos Records for as long as such entities remain in possession, custody or control thereof. In no event, however, shall any of the Asbestos Records be destroyed or otherwise disposed of during the term of this Cooperation Agreement, or for fifteen (15) years after its termination, without at least ninety (90) days advance notice of such proposed action to the Asbestos PI Trust, within which ninety (90) days the Asbestos PI Trust shall be provided with the opportunity to take possession or control of all or any portion of the Asbestos Records that are the subject of such notice at the expense of the Asbestos PI Trust.

13. Should there be any litigation with respect to access to documents under this Cooperation Agreement or Section 9.4(l) of the Plan in which the Asbestos PI Trust prevails, Reorganized THAN shall reimburse the Asbestos PI Trust for the reasonable fees, costs and expenses of counsel for the Asbestos PI Trust (one law firm plus local counsel to the Asbestos PI Trust).

14. This Cooperation Agreement is the entire agreement between the Asbestos PI Trust and Reorganized THAN with respect to the subject matter hereof, and supersedes all prior representations and agreements between the parties as to such subject matter. Any modification, waiver, or amendment of any provision of this Cooperation Agreement must be in writing and executed by the Asbestos PI Trust and Reorganized THAN, and no waiver of any term or breach of this Cooperation Agreement shall be deemed a waiver of such term for the future or any subsequent or other breach hereof. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege hereunder. This Cooperation Agreement, and the terms hereof, shall be binding upon the Asbestos PI Trust, Reorganized THAN and the THAN Related Parties, and each of their respective successors and assigns.

15. Notices to the Asbestos PI Trust shall be sent by overnight mail, email, facsimile or certified mail, return receipt requested, addressed to:

T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust

 Email: _____

with copies to:

 Email: _____

Notices to THAN, Reorganized THAN and/or the THAN Related Parties shall be sent by overnight mail, email, facsimile or certified mail, return receipt requested, addressed to:

T H Agriculture & Nutrition, L.L.C.
 250 W. 57th Street, 9th Floor
 New York, New York 10019
 Attn:
 Email: _____

with copies to:

Greenberg Traurig, LLP
 MetLife Building

200 Park Avenue
New York, NY 10166
Attn: Bruce R. Zirinsky, Esq.
John H. Bae, Esq.
Email: _____

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement effective as of the date first above written. This Cooperation Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which together shall constitute one and the same Cooperation Agreement.

T H AGRICULTURE & NUTRITION, L.L.C.
ASBESTOS PERSONAL INJURY TRUST

By: _____
Its _____

T H AGRICULTURE & NUTRITION, L.L.C. , on
behalf of itself and the THAN Parties

By: _____
Its _____

EXHIBIT B

ASBESTOS PI TRUST BYLAWS

**T H AGRICULTURE & NUTRITION, L.L.C.
ASBESTOS PERSONAL INJURY TRUST
BYLAWS**

ARTICLE I

OFFICES

SECTION 1: Principal Office: The initial principal office of the T H Agriculture & Nutrition, L.L.C. (“THAN”) Asbestos Personal Injury Trust¹ (the “Asbestos PI Trust”) shall be at Wilmington Trust Company, 1100 N. Market Street, Wilmington, Delaware 19890-1625, or in any other place as the Asbestos PI Trustees shall from time to time select.

SECTION 2: Other Offices: The Asbestos PI Trust may have other offices at other places as the Asbestos PI Trustees may from time to time determine to be necessary for the efficient and cost-effective administration of the Asbestos PI Trust.

ARTICLE II

ASBESTOS PI TRUSTEES

SECTION 1: Control of Property, Business and Affairs: The property, business and affairs of the Asbestos PI Trust shall be managed by or under the direction of the Asbestos PI Trustees, provided that certain decisions of the Asbestos PI Trustees shall require the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants’ Representative, as provided in the Asbestos PI Trust Agreement.

SECTION 2: Number, Resignation and Removal: The number of Asbestos PI Trustees and the provisions governing the resignation and removal of a Asbestos PI Trustee and the appointment of a successor Asbestos PI Trustee shall be governed by the provisions of Article V of the Asbestos PI Trust Agreement.

SECTION 3: Delaware Trustee: To constitute a Delaware statutory trust as required by the Asbestos PI Trust Agreement, the Asbestos PI Trust Agreement designates the Wilmington Trust Company as the Delaware Trustee. The Delaware Trustee shall be a Trustee for the sole and limited purpose of fulfilling the requirements of section 3807 of the Delaware Statutory Trust Act, and shall not be entitled to exercise any prerogatives or powers of, nor have any of the duties and responsibilities of, the Asbestos PI Trustees set forth in the Asbestos PI Trust Agreement, the Plan or these Asbestos PI Trust Bylaws,

¹ Capitalized terms used herein but not otherwise defined shall have the meaning ascribed thereto in the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Agreement (the “Asbestos PI Trust Agreement”) or the Prepackaged Plan of Reorganization of T H Agriculture & Nutrition, L.L.C. Under Chapter 11 of the Bankruptcy Code (the “Plan”). All capitalized terms not defined therein, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meaning ascribed thereto by the Bankruptcy Code or Bankruptcy Rules, and such definitions are incorporated herein by reference.

and the position of Delaware Trustee shall not be counted in the calculation of a quorum or a majority of Asbestos PI Trustees for any purpose.

SECTION 4: Quorum and Manner of Acting: A majority of the Asbestos PI Trustees shall constitute a quorum. In the absence of a quorum, the Asbestos PI Trustees present may adjourn the meeting from time to time until a quorum shall be present. At a meeting at which a quorum is present, the vote of a majority of Asbestos PI Trustees present shall be an act of the Asbestos PI Trustees.

SECTION 5: Consultation with Future Claimants' Representative and Asbestos PI Trust Advisory Committee: When the Asbestos PI Trustees are required or have the discretion, pursuant to the terms of the Asbestos PI Trust Agreement or these Asbestos PI Trust Bylaws, to consult with the Asbestos PI Trust Advisory Committee or the Future Claimants' Representative, the Asbestos PI Trustees may do so at a regular meeting, special meeting or by written communication, *provided that:* As required by Article 2.2(f) of the Asbestos PI Trust Agreement, the Asbestos PI Trustees shall meet with the Future Claimants' Representative and the Asbestos PI Trust Advisory Committee no less often than quarterly, which shall be at a regular or special meeting of the Asbestos PI Trustees as mutually agreed to by the Asbestos PI Trustees, the Future Claimants' Representative and the Asbestos PI Trust Advisory Committee, to discuss general matters regarding the administration of the Asbestos PI Trust, policy and procedural issues regarding Asbestos PI Claims, the Asbestos Trust Distribution Procedures, and the condition of the Asbestos PI Trust Assets.

The attendance of at least a majority of the Asbestos PI Trust Advisory Committee at a meeting constitutes the attendance of the Asbestos PI Trust Advisory Committee at that meeting. Each Asbestos PI Trust Advisory Committee member may designate in writing any person to attend and participate on his or her behalf at any meeting at which the attendance of the Asbestos PI Trust Advisory Committee is required or permitted. The Asbestos PI Trustees shall be deemed to have complied with the requirement of Article 2.2(f) of the Asbestos PI Trust Agreement to meet with the Asbestos PI Trust Advisory Committee if each member of the Asbestos PI Trust Advisory Committee has been provided notice of a regular meeting of the Asbestos PI Trustees and the member of the Asbestos PI Trust Advisory Committee does not attend the meeting. The Future Claimants' Representative may designate in writing any person to attend and participate on his or her behalf at any meeting at which the attendance of the Future Claimants' Representative is required or permitted. Electronic transmission (e-mail) to the Asbestos PI Trustees may be used by each Asbestos PI Trust Advisory Committee member and the Future Claimants' Representative for the written designation.

In the event the consent of the Future Claimants' Representative or the Asbestos PI Trust Advisory Committee on any matter is required pursuant to the terms of the Asbestos PI Trust Agreement, the Asbestos PI Trust Distribution Procedures or these Asbestos PI Trust Bylaws, notice of the matter in question shall be provided to the Future Claimants' Representative and the Asbestos PI Trust Advisory Committee and their respective counsel as provided in Articles 6.7 and 7.7 of the Asbestos PI Trust

Agreement. The consent of a majority of the members of the Asbestos PI Trust Advisory Committee on a matter, whether by actual voting or by the implied consent of a Asbestos PI Trust Advisory Committee member who fails to vote within the time prescribed under the Asbestos PI Trust Agreement, constitutes the consent of the Asbestos PI Trust Advisory Committee on that matter. Each Asbestos PI Trust Advisory Committee member may designate in writing any person to vote as his or her proxy on any matter on which the consent of the Asbestos PI Trust Advisory Committee is required or permitted. Electronic transmission (e-mail) to the Asbestos PI Trustees may be used for the written designation.

SECTION 6: Regular Meetings: Regular meetings of the Asbestos PI Trustees may be held at a time and place as shall from time to time be determined by the Asbestos PI Trustees, provided that the Asbestos PI Trustees shall meet at least once per calendar quarter. For each calendar year, the Asbestos PI Trustees shall schedule the year's regular meetings, and deliver the schedule to those entitled to receive notice, as soon as practicable after the Effective Date or each anniversary of the Effective Date, as the case may be.

Notice of a regular meeting shall be in writing and delivered to the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative as provided by Article 8.5 of the Asbestos PI Trust Agreement, and to any other person entitled to receive notice, addressed to him or her at the place designated by him or her for receipt of notice, or failing a designation, at his or her residence or usual place of business, by (i) U.S. mail, registered or certified, return receipt requested, postage prepaid, at least fifteen days before the date on which the meeting is to be held; (ii) reputable overnight courier, charges prepaid, at least eleven days before the date on which the meeting is to be held; or (iii) hand delivery, facsimile or e-mail transmission by 5:00 p.m. prevailing Eastern time at least ten days before the date on which the meeting is to be held. In lieu of the notice to be given as set forth above, a waiver thereof in writing signed by the person entitled to receive the notice, whether signed before or after the meeting, shall be deemed equivalent to adequate notice for purposes of this Section 6. No notice or waiver by any Asbestos PI Trustee, the Future Claimants' Representative, or any member of the Asbestos PI Trust Advisory Committee with respect to any regular meeting shall be required if that person attends the meeting.

SECTION 7: Special Meetings: Special meetings of the Asbestos PI Trustees shall be held whenever called by one or more of the Asbestos PI Trustees. Notice of a special meeting shall be in writing and delivered to the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative as provided by Article 8.5 of the Asbestos PI Trust Agreement, and to any other person entitled to receive notice, addressed to him or her at the place designated by him or her for receipt of notice, or failing a designation, at his or her residence or usual place of business, by (i) reputable overnight courier, charges prepaid, at least three days before the date on which the meeting is to be held; (ii) hand delivery, facsimile or e-mail transmission by 5:00 p.m. prevailing Eastern time at least two days before the day on which the meeting is to be held. The notice shall state the place, date, and hour of the meeting and the purposes for which it is called. In lieu of the

notice to be given as set forth above, a waiver thereof in writing signed by the person entitled to receive the notice, whether signed before or after the meeting, shall be deemed equivalent to adequate notice for purposes of this Section 7. No notice or waiver by any Asbestos PI Trustee, the Future Claimants' Representative, or any member of the Asbestos PI Trust Advisory Committee with respect to any special meeting shall be required if that person attends the meeting.

SECTION 8: Conduct of Business: To the extent not inconsistent with the terms of the Asbestos PI Trust Agreement, these Asbestos PI Trust Bylaws shall govern the affairs of the Asbestos PI Trust and each Asbestos PI Trustee shall act in accordance with these Asbestos PI Trust Bylaws. In the event of an inconsistency between these Asbestos PI Trust Bylaws and the Asbestos PI Trust Agreement, the Asbestos PI Trust Agreement shall govern.

At meetings of the Asbestos PI Trustees, matters pertaining to the Asbestos PI Trust's purposes shall be considered. At all meetings of the Asbestos PI Trustees, the Managing Trustee shall preside as chair, and in the absence of the Managing Trustee, a chair shall be chosen by the Asbestos PI Trustees present. If the Asbestos PI Trustees have appointed a Secretary of the Asbestos PI Trust, the Secretary shall act as secretary of all meetings of the Asbestos PI Trustees. In the absence of a Secretary, the chair may appoint any person to act as secretary of the meeting.

SECTION 9: Action Without a Meeting: Any action required or permitted to be taken at any special meeting of the Asbestos PI Trustees may be taken without a meeting if all Asbestos PI Trustees, after notice to the Future Claimants' Representative and the Asbestos PI Trust Advisory Committee where required by the Asbestos PI Trust Agreement, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Asbestos PI Trustees. Electronic transmission (e-mail) may be used by the Asbestos PI Trustees for the notice and consent provided in this Section 9.

SECTION 10: Participation by Telephone: The Asbestos PI Trustees at their sole discretion may take any action required or permitted to be taken at any meeting by means of conference by telephone, or similar communication equipment, among all attendees. Any Asbestos PI Trustee, the Future Claimants' Representative and any member of the Asbestos PI Trust Advisory Committee may participate by telephone in any meeting they are required or permitted to attend. Participation in a meeting pursuant to this section shall constitute attendance in person at the meeting.

SECTION 11: Executive Session: The Asbestos PI Trustees at their sole discretion may meet in executive session. The Asbestos PI Trustees shall announce that an executive session will be held and identify the reason for the executive session, e.g. consulting with counsel for the Asbestos PI Trust. The Asbestos PI Trustees may meet in executive session during a regular or special meeting or in a specially called executive session.

ARTICLE III

OFFICERS

SECTION 1: Officers: The Asbestos PI Trustees shall choose from among themselves a Managing Trustee, who will serve as principal officer of the Asbestos PI Trust. The office of Managing Trustee shall rotate among the three Asbestos PI Trustees, with the Asbestos PI Trustee with the shortest term serving first and the Asbestos PI Trustee with the longest term serving third. Each Managing Trustee shall serve for a term of one year. Counsel to the Asbestos PI Trust shall serve as Secretary. The Asbestos PI Trust may also appoint other officers as the Asbestos PI Trustees determine in their discretion are advisable or necessary in order to carry out the terms of, or promote the efficient and cost-effective administration of, the Asbestos PI Trust.

SECTION 2: Election and Term of Office: Each officer of the Asbestos PI Trust shall hold office until his or her successor shall have been duly chosen and qualified or until the earlier of his or her death, resignation, retirement, or removal.

SECTION 3: Removal: The Managing Trustee or any other Asbestos PI Trust officer may be removed from his or her Asbestos PI Trust office with or without cause, at any time, by resolution adopted by the Asbestos PI Trustees at any regular meeting of the Asbestos PI Trustees, or at any special meeting of the Asbestos PI Trustees called for that purpose.

SECTION 4: Resignation: Any Asbestos PI Trust officer may resign from his or her Asbestos PI Trust office at any time by giving written notice to the Asbestos PI Trustees. The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in the notice and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

SECTION 5: Powers and Duties: The officers of the Asbestos PI Trust shall have the powers and perform the duties as may be conferred upon or assigned to them by the Asbestos PI Trustees.

SECTION 6: Managing Trustee: Notwithstanding anything contained herein, any person, firm or corporation dealing with the Asbestos PI Trust shall be entitled to rely upon the signature of the Managing Trustee or the Asbestos PI Trustee acting as the Managing Trustee designee, on behalf of the Asbestos PI Trust, to any document or instrument as having been validly authorized by the Asbestos PI Trust.

SECTION 7: Agents and Employees: In addition to the officers enumerated in Section 1 of this Article III, the Asbestos PI Trust may have other agents and employees as the Asbestos PI Trustees, in their discretion, may deem advisable or necessary to carry out the terms of, or for the efficient and cost-effective administration of, the Asbestos PI Trust, each of whom shall hold his or her position or office for such period, have such authority, and perform such duties as the Asbestos PI Trustees may from time to time

determine. The Asbestos PI Trustees may delegate to any officer the power to appoint and to remove any agents or employees.

ARTICLE IV

AMENDMENTS

SECTION 1: Amendments: These Asbestos PI Trust Bylaws of the Asbestos PI Trust may be amended by the Asbestos PI Trustees at any meeting of the Asbestos PI Trustees, provided that notice of the proposed amendment is contained in the notice of the meeting, and with notice to and consent of the Asbestos PI Trust Advisory Committee and Future Claimants' Representative.

ARTICLE V

EFFECTIVENESS

SECTION 1: Effectiveness: These Bylaws shall become effective upon the execution by all parties hereto. These Bylaws may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

ARTICLE VI

SECTION 1: Dispute Resolution: As provided in Article 8.12 of the Asbestos PI Trust Agreement, any disputes that arise under the Asbestos PI Trust Agreement or under the Asbestos PI Trust Distribution Procedures shall be resolved by submission of the matter to an ADR process mutually agreeable to the parties involved. Pursuant to Article 8.12 of the Asbestos PI Trust Agreement, if the dispute is not resolved by the ADR process within thirty (30) days of submission, the parties are relieved of the requirement to pursue ADR prior to application to the Bankruptcy Court. "Within thirty (30) days of submission" shall mean within thirty (30) days after the arbitrator(s) or mediator has received all information that they, she or he have requested from the parties to the dispute.

IN WITNESS WHEREOF, the parties have executed these "T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Bylaws" this ___ day of ___, 2009.

TRUSTEES:

HON. ALFRED M. WOLIN

CHARLES A. KOPPELMAN

DAVID A. LEVI

FUTURE CLAIMANTS' REPRESENTATIVE:

SAMUEL ISSACHAROFF

TRUST ADVISORY COMMITTEE:

DELAWARE TRUSTEE:

BY: WILMINGTON TRUST COMPANY
not in its individual capacity, but solely as
Delaware Trustee

Name:

Title:

EXHIBIT C

ASBESTOS PI TRUST DISTRIBUTION PROCEDURES

ALL PROVISIONS IN THESE ASBESTOS PI TRUST DISTRIBUTION PROCEDURES, INCLUDING THE VALUES ESTABLISHED FOR ASBESTOS PI CLAIMS IN EACH DISEASE LEVEL, WERE AGREED TO FOR SETTLEMENT PURPOSES ONLY. TO THE EXTENT THE PLAN IS NOT CONFIRMED, OR IS CONFIRMED AND SUBSEQUENTLY REVERSED, THE PARTIES RESERVE ALL RIGHTS WITH RESPECT TO CLAIM VALUES AND OTHER MATTERS DEALT WITH IN THESE ASBESTOS PI TRUST DISTRIBUTION PROCEDURES.

T H AGRICULTURE & NUTRITION, L.L.C.

**FORM OF ASBESTOS PERSONAL INJURY
TRUST DISTRIBUTION PROCEDURES**

**T H AGRICULTURE & NUTRITION, L.L.C. INDUSTRIES
ASBESTOS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES
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T H AGRICULTURE & NUTRITION, L.L.C.

ASBESTOS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES

The T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures (these “Asbestos PI Trust Distribution Procedures”) contained herein provide for resolving all “Asbestos PI Claims” as defined in the Prepackaged Plan of Reorganization of T H Agriculture & Nutrition, L.L.C. Under Chapter 11 of the Bankruptcy Code dated October 10, 2008 (as it may be amended or modified, the “Plan”), including all asbestos-related personal injury and death claims caused by exposure to asbestos-containing products (for purposes of these Asbestos PI Trust Distribution Procedures, asbestos-containing products shall include, without limitation, (i) raw asbestos, (ii) asbestos fibers, (iii) materials, including, without limitation, talc, vermiculite and tremolite, containing raw asbestos or asbestos fibers and (iv) products containing raw asbestos, asbestos fibers or materials containing raw asbestos or asbestos fibers), or to conduct that exposed the claimant to an asbestos-containing product, for which T H Agriculture & Nutrition, L.L.C. or any of its predecessors, successors, and assigns (collectively, “THAN”) have alleged legal responsibility as provided in and required by the Plan and the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Agreement (the “Asbestos PI Trust Agreement”). The Plan and the Asbestos PI Trust Agreement establish the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust (the “Asbestos PI Trust”). The Asbestos PI Trustees shall implement and administer these Asbestos PI Trust Distribution Procedures 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. For purposes of these Asbestos PI Trust Distribution Procedures, “Asbestos PI Claims” shall not include Asbestos PI Trust Expenses.

SECTION I **Introduction**

1.1. **Purpose.** These Asbestos PI Trust Distribution Procedures have been adopted pursuant to the Asbestos PI Trust Agreement. It is designed to provide fair, equitable, and substantially similar treatment for all Asbestos PI Claims that may presently exist or may arise in the future.

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

SECTION II **Overview**

2.1. **Asbestos PI Trust Goals.** The goal of the Asbestos PI Trust is to treat all claimants similarly and equitably and in accordance with the requirements of Section 524(g) of the Bankruptcy Code. These Asbestos PI Trust Distribution Procedures further that goal by setting forth procedures for processing and paying THAN's several share of the unpaid portion of the liquidated value of Asbestos PI Claims 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.¹ To this end, these Asbestos PI Trust Distribution Procedures establish a schedule of eight asbestos-related diseases ("Disease Levels"), seven of which have presumptive medical and exposure requirements ("Medical/Exposure Criteria"), and specific liquidated values

¹ As used in these Asbestos PI Trust Distribution Procedures, the phrase "in the tort system" shall not include claims asserted against a trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) and/or section 105 of the Bankruptcy Code or any other applicable law.

(“Scheduled Values”), and seven of which have both 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 as among claimants suffering from different diseases in light of the best available information considering the settlement history of THAN and the rights claimants would have in the tort system absent the bankruptcy.

2.2. Claims Liquidation Procedures. Except for Qualified Asbestos PI Claims, which will be paid by the Asbestos PI Trust without further review or processing, Asbestos PI Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to Section 5.1(a) below. The Asbestos PI Trust shall take all reasonable steps to resolve Asbestos PI Claims as efficiently and expeditiously as possible at each stage of claims processing, including mediation and arbitration, which steps may include, in the Asbestos PI Trust’s sole discretion, 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. The Asbestos PI Trust shall also make every reasonable effort to resolve each year at least that number of Asbestos PI 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.

The Asbestos PI Trust shall, except as otherwise provided below, liquidate all Asbestos PI 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 under the

Expedited Review Process described in Section 5.3(a) below. Asbestos PI 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 may 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.

In lieu of liquidating Asbestos PI Claims involving Disease Levels II -- VIII under the Expedited Review Process, a claimant holding an Asbestos PI Claim involving Disease Level II, III, IV, V, VII or 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 pursuant to Section 5.3(b) below. However, the liquidated value of an Asbestos PI Claim that undergoes the Individual Review Process for valuation purposes may be determined to be less than the Scheduled Value for the applicable Disease Level, and in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) 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 Section 5.4(a) for such claims. Claims involving Disease Level VI (Lung Cancer 2) and all Foreign Claims may be liquidated only pursuant to the Asbestos PI Trust’s Individual Review Process.

The Scheduled Values and Maximum Values set forth in Section 5.3(b)(3) have been established for claims involving Disease Levels II through VIII, which are eligible for Individual Review of their liquidated values, with the expectation that the combination of settlements at the

Scheduled Values and those resulting from the Individual Review Process should result in the Average Values also set forth in that provision.

All unresolved disputes over a claimant's medical condition, exposure history and/or the liquidated value of the claim shall be subject to mediation and then to binding or non-binding arbitration as set forth in Section 5.10 below, at the election of the claimant, under the alternative dispute resolution procedures (the "ADR Procedures") to be adopted by the Asbestos PI Trust as provided in Section 5.10 below. Asbestos PI 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 shall 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 an Asbestos PI 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, mediation, arbitration, or litigation in the tort system, the claimant shall ultimately receive a pro-rata share of that value based on the Payment Percentage described in Section 4.2 below. The Payment Percentage shall also apply to all sequencing adjustments paid pursuant to Section 7.5 below.

The initial Payment Percentage (the "Initial Payment Percentage") has been set at one hundred percent (100%) 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 Asbestos PI Trust Advisory Committee and the Future Claimants' Representative pursuant to

Section 4.2 below, and except as provided in Section 4.3 below with respect to supplemental payments in the event the Initial Payment Percentage is changed. The term “Asbestos PI Trust Voting Claims” means (i) Qualified Asbestos PI Claims; (ii) claims filed against THAN in the tort system, actually submitted to THAN pursuant to an administrative settlement agreement prior to the Commencement Date of November 24, 2008 or actually submitted to the Claims Reviewer in the Pre-Effective Date Claims Review process; and (iii) all asbestos claims filed against another defendant in the tort system prior to the date the Plan was filed with the Bankruptcy Court (November 24, 2008 (the “Plan Filing Date”)), provided, however, that (1) the holder of a 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 approved by the Bankruptcy Court, unless such holder certifies to the satisfaction of the Asbestos PI 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 the claim; and provided further that (2) the claim was subsequently filed with the Asbestos PI Trust pursuant to Section 6.1 below by the Initial Claims Filing Date defined in Section 5.1(a) below. The Initial Payment Percentage has been calculated based upon (i) the Scheduled Values set forth in Section 5.3(b)(3) below with respect to existing present claims and projected future claims involving Disease Levels I-III, and (ii) the assumption that the Average Values set forth in Section 5.3(b)(3) below will be achieved with respect to existing present claims and projected future claims involving Disease Levels IV – VIII.

The Payment Percentage may thereafter be adjusted upwards or downwards from time to time by the Asbestos PI Trust with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative to reflect then-current estimates of the Asbestos PI Trust's assets and liabilities, as well as the then-estimated value of then-pending and future claims. 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 liquidated and paid in prior periods under these Asbestos PI Trust Distribution Procedures shall receive additional payments only as provided in Section 4.3 below. Because there is uncertainty in the prediction of both the number and severity of future Asbestos PI Claims, and the amount of the Asbestos PI Trust's assets, no guarantee can be made of any Payment Percentage that will be applied to an Asbestos PI Claim's liquidated value.

2.4. 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 shall be available to treat all present and future holders of Asbestos PI Claims as similarly as possible. In each year, the Asbestos PI Trust shall be empowered to pay out all of the 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 Asbestos PI Trust's funds over its life shall correspond with the needs created by the estimated initial backlog of claims and the estimated anticipated future flow of claims (the "Maximum Annual Payment"), taking into account the Payment Percentage provisions set forth in Section 2.3 above and Sections 4.2 and 4.3 below. The Maximum Annual Payment shall be determined annually by the Asbestos PI Trustees with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative. The Asbestos PI Trust's

distributions to all claimants for that year shall not exceed the Maximum Annual Payment determined for that year plus any amounts rolled over from earlier years as provided in Section 2.5 below.

Notwithstanding any provision to the contrary, the Maximum Annual Payment shall not apply to Qualified Asbestos PI Claims, and Qualified Asbestos PI Claims shall be paid as provided in the Plan.

In distributing the Maximum Annual Payment, the Asbestos PI Trust shall first allocate the amount in question to Asbestos PI Claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) that have been liquidated by the Asbestos PI Trust. Should the Maximum Annual Payment be insufficient to pay all such claims in full, the available funds shall be paid to the maximum extent to claimants based on their place in the FIFO Payment Queue. Claims for which there are insufficient funds shall maintain their place in the FIFO Payment Queue and shall be carried over to the next year. 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 Asbestos PI Claims, subject to the Claims Payment Ratio set forth in Section 2.5 below. Asbestos PI Claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) shall not be subject to the Claims Payment Ratio.

2.5. Claims Payment Ratio. Based upon THAN’s claims settlement history and analysis of present and future claims, a Claims Payment Ratio has been determined, which, as of the Effective Date, has been set at 80% for Category A claims, which consist of Asbestos PI Claims involving severe asbestosis and malignancies (Disease Levels IV – VIII) that were unliquidated as of the Commencement Date, and at 20% for Category B claims, which are Asbestos PI Claims involving non-malignant Asbestosis or Pleural Disease (Disease Levels II

and III) that were similarly unliquidated as of the Commencement Date. The Claims Payment Ratio shall not apply to any Qualified Asbestos PI Claims or to any claims involving 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, 80% of that amount will be available to pay Category A claims and 20% will be available to pay Category B claims placed in the FIFO Payment Queue described in Section 5.1(c) below. In the event there are insufficient funds in any year to pay the liquidated claims within either or both of the Categories, the available funds 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. Claims for which there are insufficient funds allocated to the relevant Category shall be carried over to the next year where they shall be placed at the head of the FIFO Payment Queue. If there are excess funds 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 funds for either or both Categories shall be rolled over and remain dedicated to the respective Category to which they were originally allocated.

The 80%/20% Claims Payment Ratio and its rollover provision shall apply to all Asbestos PI Trust Voting Claims (except claims that, pursuant to Section 2.5 above, are not subject to the Claims Payment Ratio) and shall not be amended until the second anniversary of the date the Asbestos PI Trust first accepts for processing proof of claim forms and other materials required to file a claim with the Asbestos PI Trust. Thereafter, both the Claims Payment Ratio and its rollover provision shall be continued or recalibrated to 95%/5% or 92.5%/7.5% in order to approximately reflect the actual number of Asbestos PI Claims,

including Qualified Asbestos PI Claims, that have been paid pursuant to these Trust Distribution Procedures.

In considering whether to make any amendments to the Claims Payment Ratio and/or its rollover provisions, the Asbestos PI Trustees shall 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 Asbestos PI 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 claimants.

In any event, no amendment to the Claims Payment Ratio (i) to reduce the percentage allocated to Category A claims may be made without the unanimous consent of the Asbestos PI Trust Advisory Committee members and the consent of the Future Claimants' Representative and (ii) to increase the percentage allocated to Category A claims may be made without the consent of the Asbestos PI Trust Advisory Committee and the consent of the Future Claimants' Representative. In the case of any amendments to the Claims Payment Ratio, the consent process set forth in Sections 6.7(b) and 7.7(b) of the Asbestos PI Trust Agreement shall apply. The Asbestos PI Trustees, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, may offer the option of a reduced Payment Percentage to holders of claims in either Category A or Category B in return for prompter payment (the "Reduced Payment Option").

2.6. Indirect Asbestos PI Claims. As set forth in Section 5.6 below, Indirect Asbestos PI Claims, if any, shall be subject to the same categorization, evaluation, and payment provisions of these Asbestos PI Trust Distribution Procedures as all other Asbestos PI Claims.

SECTION III
Asbestos PI Trust Distribution Procedures 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 these Asbestos PI Trust Distribution Procedures shall be administered by the Asbestos PI Trustees in consultation with the Asbestos PI Trust Advisory Committee, which represents the interests of holders of present Asbestos PI Claims, and the Future Claimants' Representative, who represents the interests of holders of Asbestos PI Claims that will be asserted in the future. The Asbestos PI Trustees shall obtain the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative on any amendments to these Asbestos PI Trust Distribution Procedures pursuant to Section 8.1 below, and on such other matters as are otherwise required below and in Section 2.2(e) of the Asbestos PI Trust Agreement. The Asbestos PI Trustees shall also consult with the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative on such matters as are provided below and in Section 2.2(d) of the Asbestos PI Trust Agreement. The initial Asbestos PI Trustees, the initial members of the Asbestos PI Trust Advisory Committee 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 Asbestos PI Trustees shall provide written notice to the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative of the specific amendment or other action that is proposed. The Asbestos PI Trustees shall 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, respectively.

SECTION IV
Payment Percentage; Periodic Estimates

4.1. **Uncertainty of THAN's Personal Injury Asbestos Liabilities.** As discussed above, there is inherent uncertainty regarding THAN's total asbestos-related tort liabilities, as well as the total value of the assets available to the Asbestos PI Trust to pay Asbestos PI Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Asbestos PI Claims shall receive. To seek to ensure substantially equivalent treatment of all present and future Asbestos PI Claims, the Asbestos PI Trustees must determine from time to time the percentage of full liquidated value that holders of present and future Asbestos PI Claims shall 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 shall be 100% and shall apply to all Asbestos PI Trust Voting Claims as defined in Section 2.3 above, unless the Asbestos PI Trustees, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, determine that the Initial Payment Percentage should be changed to assure that the Asbestos PI Trust shall be in a financial position to pay present and future holders of Asbestos PI Claims in substantially the same manner.

In making any such adjustment, the Asbestos PI Trustees, the Asbestos PI Trust Advisory Committee 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 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 holders of Asbestos PI Trust Voting

Claims that the Initial Payment Percentage would be applied to their Asbestos PI Trust Voting 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 these Asbestos PI Trust Distribution Procedures and the Asbestos PI Trust Agreement if the Asbestos PI Trustees, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, determine that an adjustment is required. No less frequently than once every three (3) years, commencing with the first day of January occurring after the Effective Date, the Asbestos PI 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 Asbestos PI Trust Advisory Committee and the Future Claimants' Representative. The Asbestos PI 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 Asbestos PI Trust Advisory Committee or the Future Claimants' Representative.

The Asbestos PI Trustees must base their determination of the Payment Percentage on current estimates of the number, types, and values of present and future Asbestos PI 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 value to all present and future holders of Asbestos PI Claims. When making these determinations, the Asbestos PI 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 claims shall receive the same Payment Percentage, but the payment may be deferred as needed pursuant to Section 7.3 below, and a Reduced Payment Option may be instituted as described in Section 2.5 above.

4.3. Applicability of the Payment Percentage. Except as otherwise provided in Section 5.1(c) below for Asbestos PI Claims involving deceased or incompetent claimants for which approval of the Asbestos PI Trust's offer by a court or through a probate process is required, no holder of any Asbestos PI Claims, other than an Asbestos PI 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 payment. Asbestos PI 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 has been proposed in writing by the Asbestos PI Trustees to the Asbestos PI Trust Advisory Committee 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.

There is uncertainty surrounding the amount of the Asbestos PI Trust's future assets. There is also uncertainty surrounding the totality of the Asbestos PI Claims to be paid over time,

as well as the extent to which changes in existing federal and state law could affect the Asbestos PI Trust's liabilities under these Asbestos PI Trust Distribution Procedures. If the value of the Asbestos PI Trust's future assets increases significantly and/or if the value or volume of Asbestos PI Trust claims actually filed with the Asbestos PI Trust is significantly lower than originally estimated, the Asbestos PI Trust shall use those proceeds and/or claims savings, as the case may be, first to maintain the Payment Percentage then in effect.

If the Asbestos PI Trustees, with the consent of the Asbestos PI Trust Advisory Committee 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 Asbestos PI Trustees shall also make supplemental payments to all claimants who previously liquidated their claims against the Asbestos PI Trust and received payments 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 Asbestos PI 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 Asbestos PI Trustees' obligation shall resume and the Asbestos PI Trustees shall pay any such aggregate supplemental payments due the claimant at such time that the total exceeds \$100.00.

SECTION V
Resolution of Asbestos PI Claims

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

(a) **Ordering of Claims.**

(1) **Establishment of FIFO Processing Queues.** The Asbestos PI Trust shall order all claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the "FIFO Processing Queue"). Qualified Asbestos PI Claims do not require processing by the Asbestos PI Trust and thus shall not be placed in the FIFO Processing Queue. For all claims filed on or before the date six (6) months after the date that the Asbestos PI Trust first makes available the proof of claim forms and other claims materials required to file a 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 Commencement Date that the specific claim was either filed against THAN in the tort system or was actually submitted to THAN pursuant to an administrative settlement agreement; (ii) the date before the Commencement Date that the asbestos claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with THAN; (iii) the date after the Commencement Date but before the date that the Asbestos PI Trust first makes available the proof of claim forms and other claims materials required to file a claim with the Asbestos PI Trust that the asbestos claim was filed against another defendant in the tort system; (iv) the date after the Commencement Date but before the Effective Date that a proof of claim was filed by the claimant against THAN in THAN's Chapter 11 case; or (v) the date a ballot was submitted on behalf of the claimant for purposes of voting to accept or reject the Plan pursuant to voting procedures approved by the Bankruptcy Court.

Following the Initial Claims Filing Date, the claimant's position in the FIFO Processing Queue shall be determined by the date the claim is filed with the Asbestos PI Trust, provided such claim is sufficiently complete, as defined in the Asbestos PI Trust's claim filing instructions. 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 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 claimant's date of birth, with older claimants given priority over younger claimants.

(2) Effect of Statutes of Limitations and Repose. All unliquidated Asbestos PI Claims must meet either: (i) for claims first filed in the tort system against THAN prior to the Commencement Date, the applicable federal, state and foreign statute of limitations and repose that was in effect at the time of the filing of the claim in the tort system; or (ii) for claims not filed against THAN in the tort system prior to the Commencement Date, the applicable federal, state or foreign statute of limitations that was in effect at the time of the filing with the Asbestos PI Trust. However, the running of the relevant statute of limitations shall be tolled as of the earliest of: (A) the actual filing of the claim against THAN prior to the Commencement Date, whether in the tort system or by submission of the claim to THAN pursuant to an administrative settlement agreement; (B) the tolling of the claim against THAN prior to the Commencement Date by an agreement or otherwise, provided such tolling was still in effect on the Commencement Date; or (C) the Commencement Date.

If an Asbestos PI Claim meets any of the tolling provisions described in the preceding sentence and the claim was not barred by the applicable federal, state or foreign statute of limitations at the time of the tolling event, it shall 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 claims that were first diagnosed after the Commencement Date, irrespective of the application of any relevant federal, state or foreign statute of limitations or repose, may be filed with the Asbestos PI Trust within three (3) years after the date of diagnosis or within three (3) years after the Initial Claims Filing Date, whichever occurs later. However, the processing of any Asbestos PI Claim by the Asbestos PI Trust may be deferred at the election of the claimant pursuant to Section 6.3 below.

(b) Processing of Claims. As a general practice, the Asbestos PI Trust shall 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.

(c) Payment of Claims. Asbestos PI Claims that have been liquidated by the Expedited Review Process as provided in Section 5.3(a) below, by the Individual Review Process as provided in Section 5.3(b) below, by mediation or arbitration as provided in Section 5.10 below, or by litigation in the tort system as provided in Section 5.11 below, shall be paid in FIFO order based on the date their liquidation became final (the “FIFO Payment Queue”), all such payments being 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, except as otherwise provided herein. Qualified Asbestos PI Claims shall be paid by the Asbestos PI Trust as provided in the Plan and shall not be placed in the FIFO Payment Queue.

Where the claimant is deceased or incompetent, and the settlement and payment of his or her 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 that 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 that 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 in effect at the time the offer was first made.

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

5.2. Payment of Qualified Asbestos PI Claims. In accordance with the Plan, (i) THAN shall transfer a list of Qualified Asbestos PI Claims to the Asbestos PI Trust on the Effective Date and (ii) the Asbestos PI Trust shall pay Qualified Asbestos PI Claims on the Effective Date or as soon thereafter as reasonably practicable. The list of Qualified Asbestos PI Claims shall include the claimant's name, date of birth, social security number, law firm, payment instruction, Disease Level and liquidated value. Qualified Asbestos PI Claims do not require additional review or processing by the Asbestos PI Trust because such claims were reviewed and approved by the Claims Reviewer during the Pre-Effective Date Claims Review process using the Medical/Exposure Criteria set forth in these Asbestos PI Trust Distribution Procedures. The Claims Reviewer assigned liquidated values to such Qualified Asbestos PI