

AMENDED AND RESTATED
APG SILICA TRUST DISTRIBUTION PROCEDURES

Effective April 30, 2013

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AMENDED AND RESTATED APG SILICA TRUST DISTRIBUTION PROCEDURES

The Amended and Restated APG Silica Trust Distribution Procedures (the “APG Silica TDP”) contained herein provide for resolving all APG Silica Trust Claims and Demands (hereinafter referred to collectively for all purposes of this APG Silica TDP as “APG Silica Trust Claims” or “Claims”) for which the APG Entities (as defined in Exhibit A hereto) have Legal Responsibility, as provided in and required by the GIT Plan and the APG Silica Trust Agreement. As used in this APG Silica TDP “Legal Responsibility” means responsibility for (i) a claim for personal injury caused by exposure to goods manufactured or sold, or by operations (including installation) conducted by an APG Entity where initial exposure occurred on or prior to February 14, 2002, which is the Petition Date applicable to each of the APG Entities, involving products containing respirable crystalline silica or (ii) a claim for personal injury caused by exposure to goods manufactured or sold, or operations (including installation) conducted by General Refractories Company on or prior to August 1, 1994, involving products containing respirable crystalline silica. As used herein, Legal Responsibility does not include responsibility for workers’ compensation claims.

The GIT Plan and the APG Silica Trust Agreement establish the APG Silica Trust (also referred to herein as the “Trust”). The APG Silica Trustee (as defined and identified in the APG Silica Trust Agreement and also referred to herein as the “Trustee”) shall implement and administer this APG Silica TDP in accordance with the APG Silica Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the GIT Plan or the Definitions attached as Exhibit 1 to the Disclosure Statement to Accompany the Third Amended Plan of Reorganization dated December 28, 2005 of Global Industrial Technologies, Inc. and its Subsidiaries, as amended and modified.

This APG Silica TDP amends and restates in its entirety the form of APG Silica Trust Distribution Procedures attached to the GIT Plan and approved by the Bankruptcy Court and has been approved by the APG Silica Trustee, the APG Silica TAC and the APG Silica Future Claimants Representative.

SECTION 1 Introduction

1.1 Purpose

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

1.2 Interpretation

Nothing in this APG Silica TDP shall be deemed to create a substantive right for any Injured Party. As used in this APG Silica TDP, the term “Injured Party” means a person who has been injured as a result of exposure to silica-containing products for which APG Entity has Legal Responsibility, either as an occupational exposure or a secondary exposure, and where the context requires, the representative or attorney making a claim on behalf of an Injured Party. The term

“Claimant” means the person filing an APG Silica Trust Claim, directly or through a licensed attorney, and may be the Injured Party or a “Claimant Representative,” who is the representative of the Injured Party or of the Injured Party’s estate or heirs.

SECTION 2

Overview

2.1 APG Silica Trust Goals

The goal of the APG Silica Trust is to treat all Claimants equitably. This APG Silica TDP furthers that goal by setting forth procedures for processing and paying allowed claims generally on an impartial, first-in-first-out (“FIFO”) basis, with the intention of paying all Claimants with allowed Claims against any APG Entity over time as equivalent a share within their respective groups as possible. To this end, this APG Silica TDP establishes a schedule of four silica-related diseases (“Disease Levels”), each of which have presumptive medical, product, and industry exposure requirements (“Medical/Exposure Criteria”), specific liquidated values (“Scheduled Values”), and caps on the respective liquidated values (“Maximum Values”) applicable to Type 2 Claims (as hereinafter defined). The Medical/Exposure Criteria, which are set forth below, have been selected and derived with the intention of achieving a fair allocation of the APG Silica Trust funds as among Claimants whose allowable claims are based on different disease processes in light of the best available information considering the rights Injured Parties would have in the tort system absent the bankruptcy of the APG Entities.

2.2 Coordination with Other Claims.

The Plan and the APG Asbestos Trust Agreement establish the APG Asbestos Trust and Asbestos Distribution Procedures (“APG Asbestos TDP”) that provide for resolving all Asbestos Personal Injury Claims for which the APG Entities are legally responsible.

(a) Injured Parties with Dual Claims.

A Claimant may assert separate claims against the APG Silica Trust and the APG Asbestos Trust (“Dual Claims”) and receive payment for allowed claims from both, provided that the Injured Party meets the relevant Medical/Exposure Criteria under this APG Silica TDP, and subject to the provisions regarding lung cancer claims in Section 2.2(b). The APG Silica Trust will determine on a case-by-case basis by Individual Review the appropriateness of allowing APG Silica Trust Claims for Claimants with Dual Claims. For the avoidance of doubt, (i) no Claimant may recover on an APG Silica Trust Claim based on a diagnosis of a silica disease which relies on an x-ray that was used to support a diagnosis of an asbestos disease, unless both diagnoses were made at or about the same time by the same doctor or, if by different doctors, based on a single x-ray reading by a NIOSH certified B-Reader that separately identifies the location and shape of opacities consistent with both silica and asbestos exposure, and (2) in the event the APG Silica Trust Claim is based on a diagnosis that relies on an x-ray (the “silica x-ray”) different from the one used to support a diagnosis of an asbestos disease (the “asbestos x-ray”), the silica x-ray must have been taken under circumstances (such as separation by time) that make it credible that the silica disease would not have been identified on the asbestos x-ray.

(b) Lung Cancer Awards.

In the event the medical evidence submitted by a Claimant for a lung cancer claim indicates that the Injured Party had exposure to asbestos-containing products and asbestos disease in addition to silica exposure and silica disease, the APG Silica Trust will suspend consideration of the APG Silica Trust Claim until the Claimant files a claim with the APG Asbestos Trust, obtains a resolution of that asbestos claim and provides the APG Silica Trust with a copy of the award or disallowance by the APG Asbestos Trust. After resolution of the claim by the APG Asbestos Trust, the APG Silica Trust will process the APG Silica Trust Claim, and if it is allowed, the liquidated value of the award for the lung cancer claim allowed by the APG Silica Trust shall be reduced by the amount of the liquidated value of the award for the lung cancer claim allowed by the APG Asbestos Trust.

(c) Releases.

In the event that a Claimant asserts and establishes an APG Silica Trust Claim against the APG Silica Trust and has previously recovered on a separate APG Asbestos Trust Claim, the Claimant will be required to disclose the prior claim and to provide a copy of the release executed in connection with the prior claim. The APG Silica Trust will evaluate the effect of such release on the APG Silica Trust Claim asserted against the APG Silica Trust.

(d) Disclosure.

In order to implement the provisions of this Section 2.2 and the corresponding provisions of the APG Asbestos TDP, each Claimant will be required to disclose to each trust in connection with the filing of a claim all asbestos and silica claims against any APG Entity, the APG Asbestos Trust, or the APG Silica Trust. If requested to do so, each trust will provide to the other trust the names and social security number (or the last four digits thereof) of each Injured Party and the name of the attorney for the Claimant so that the trusts can coordinate claims. By submission of a claim against either of the trusts, a Claimant consents to the disclosure to the other trust of such information, provided that such other trust maintains the confidentiality of such information to the same extent it maintains the confidentiality of claims and claims information filed with such trust.

(e) Mixed Dust Claims.

A Claimant seeking compensation for any mixed-dust disease, including without limitation mixed dust pneumoconiosis and mixed dust fibrosis, which does not include a diagnosis of silicosis, may not recover from the APG Silica Trust.

2.3 APG Silica Trust Claim Liquidation Procedures

Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to Section 5.1 (a) below. The APG Silica Trust shall take all reasonable steps to resolve Claims as efficiently and expeditiously as possible at each stage of claims processing and arbitration. To that end, the APG Silica Trust may, in its sole discretion, conduct 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(d)(2) below.

All APG Silica Trust Claims except Convenience Class Claims and Foreign Claims (as defined below) may be submitted for Expedited Review ("Type 1 Claims") or Individual Review ("Type 2 Claims"), but will be considered for the claim category that is supported by the evidence submitted regardless of which type of claim is submitted. Convenience Class Claims ("Type 3 Claims") will be liquidated in accordance with the provisions of Section 5.2 below. Foreign Claims will be liquidated pursuant to separate claims liquidation procedures to be established by the Trustee with the consent of the APG Silica TAC and the APG Silica Future Claimants Representative (each of whom is described in Section 3.1 below).

To be allowed as a Type 1 Claim, a claim must meet the presumptive Medical Criteria of Disease Levels I– IV and Industry Exposure, which means credible evidence of a minimum of six months or greater employment in one of the industries listed in Attachment A hereto or, alternatively, credible evidence of six months or greater cumulative employment in another industry in which silica-containing refractory products manufactured or distributed by an APG Entity were handled, installed, used, repaired, torn out, or cleaned out, which exposure occurred on or before August 1, 1994 with respect to General Refractories derived claims and otherwise, on or before February 14, 2002. A Type 1 Claim that is allowed will receive a liquidated value that is not less than its Scheduled Value, but may receive a liquidated value that is greater than its Scheduled Value by demonstrating factors that are claimed to support a higher value. If the Injured Party meets Industry Exposure criteria, but his or her only Occupational Exposure (as defined below) is as a sandblaster or as a laborer, general maintenance or custodial staff working in proximity to sandblasting operations, the Industry Exposure must be for a minimum of one (1) year, and the claim value, if allowed, will be Scheduled Value. If that Occupational Exposure is a significant portion of the Injured Party's Occupational Exposure, but not the only exposure, it may reduce claim value (but not below Scheduled Value). The APG Silica Trust will consider all factors disclosed in connection with the filed APG Silica Trust Claim to make that determination.

Claimants filing a Type 2 Claim may also establish a liquidated value for the claim that is greater than its Scheduled Value through Individual Review by demonstrating factors that are claimed to support a higher value. The liquidated value of an allowed Type 2 Claim will not be less than its Scheduled Value, but in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(a)(3) below. For a claim to be evaluated as a Type 2 Claim, the Claimant must submit evidence of the Occupational Exposure of the Injured Party. "Occupational Exposure" means credible evidence of employment with a minimum of a six-month cumulative occupational exposure in an occupation listed on Attachment B hereto or alternatively in another occupation in which the Injured Party would have had continuing exposure to respirable silica as a result of handling, installing, using, repairing, tearing out, or cleaning out silica-containing

refractory products manufactured or distributed by an APG Entity or working on a regular basis in close proximity to workers engaged in such activities, in either case, in an industry which qualifies for Industry Exposure hereunder. Occupational Exposure is one of the factors that may support a higher value; however, if his or her only Occupational Exposure is as a sandblaster or as a laborer, general maintenance or custodial staff working in proximity to sandblasting operations, the Industry Exposure must be for a minimum of one (1) year, and claim value, if allowed, will be Scheduled Value. If that Occupational Exposure is a significant portion of the Injured Party's Occupational Exposure, but not the only exposure, it may reduce claim value (but not below Scheduled Value).

All disputes over an Injured Party's medical condition, exposure history, Industry Exposure, Occupational Exposure, and/or the liquidated value of the claim (for Type 1 Claims, Type 2 Claims or Type 3 Claims) shall be subject to binding or non-binding arbitration as set forth in Section 5.10 below, at the election of the Claimant, under procedures that are provided in Attachment D hereto. Claims that are the subject of a dispute with the APG Silica Trust that are not resolved after 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 provisions set forth in Section 2.4 below) as provided in Section 7.7 below.

2.4 Application of the Payment Percentage for APG Silica Trust Claim

After the liquidated value of an APG Silica Trust Claim is determined pursuant to the procedures set forth herein for review, arbitration, or litigation in the tort system, except as provided in Section 5.2 with respect to Convenience Class Claims, the Claimant will ultimately receive a pro-rata share of that value based on a Payment Percentage (as defined in Section 4.2 below). After the APG Silica Trust is established, the initial Payment Percentage shall be set pursuant to Section 4.2 below by the APG Silica Trustee, after consultation with the APG Silica TAC and the APG Silica Future Claimants Representative.

Subject to the provisions of Section 4.2, the Payment Percentage may subsequently be adjusted upwards or downwards from time to time by the APG Silica Trust with the consent of the APG Silica TAC and the APG Silica Future Claimants Representative to reflect the APG Silica Trust's assets and liabilities, as well as the then-estimated value of then-pending and future claims and other relevant factors. If the Payment Percentage is increased over time, Claimants whose claims were liquidated and paid in preceding years under the APG Silica TDP may be entitled to receive payments sufficient to provide such Claimants with aggregate payments in the face amount equal to the amount of the liquidated values of their respective Claims multiplied by the increased Payment Percentage. The distribution of such supplemental payments is within the discretion of the Trustee and should be made only to the extent reasonably practicable. Because there is uncertainty in the prediction of both the number and severity of future Claims, and the amount of the APG Silica Trust's assets, no guarantee can be made of any Payment Percentage of an APG Silica Trust Claim's liquidated value.

2.5 Indirect APG Silica Trust Claims

As set forth in Section 5.6 below, Indirect APG Silica Trust Claims (as such term is defined in the GIT Plan) ("Indirect APG Silica Trust Claims"), if any, shall be subject to the same

categorization, evaluation, and payment provisions of this APG Silica TDP as are applicable to all Claims which are not Indirect APG Silica Trust Claims.

SECTION 3

APG Silica TDP Administration

3.1 APG Silica TAC and APG Silica Future Claimants Representative

Pursuant to the GIT Plan and the APG Silica Trust Agreement, the APG Silica Trust and this APG Silica TDP shall be administered by the APG Silica Trustee in consultation with the APG Silica TAC, who represents the interests of holders of present Claims, and the APG Silica Future Claimants Representative, who represents the interests of holders of future Claims. The APG Silica Trustee shall obtain the consent of the APG Silica TAC and the APG Silica Future Claimants Representative on any amendments to this APG Silica TDP pursuant to Section 8.1 below, and on such other matters as are otherwise required below and in Section 2.2(f) of the APG Silica Trust Agreement. The APG Silica Trustee shall also consult with the APG Silica TAC and the APG Silica Future Claimants Representative on such matters as are provided below and in Section 2.2(e) of the APG Silica Trust Agreement. The initial APG Silica TAC and the initial APG Silica Future Claimants Representative are identified in the APG Silica Trust Agreement.

3.2 Consent and Consultation Procedures

In those circumstances in which their consultation or consent is required, the APG Silica Trustee will provide written notice to the APG Silica TAC and the APG Silica Future Claimants Representative of the specific amendment or other action that is proposed. The APG Silica Trustee will not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process described in Sections 5.7(a) and 6.6(a), or the Consent Process described in Sections 5.7(b) and 6.6(b), of the APG Silica Trust Agreement, respectively.

SECTION 4

Payment Percentage; Periodic Estimates

4.1 Uncertainty of Silica-Related Tort Liabilities.

There is inherent uncertainty regarding the APG Silica Trust's total silica-related tort liabilities, as well as the total value of the assets available to the APG Silica Trust to pay allowed Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Claims shall receive. To seek to ensure substantially equivalent treatment of all Claims, the APG Silica Trustee must determine from time to time the percentage of full liquidated value that holders of Claims shall be likely to receive, i.e., the "Payment Percentage" described in Section 2.4 above and Section 4.2 below.

4.2 Computation of Payment Percentage.

The Payment Percentage shall apply to all Claims as described in Section 2.4 above, unless the APG Silica Trustee, with the consent of the APG Silica TAC and the APG Silica Future Claimants Representative, determines that the Payment Percentage should be changed to assure that

the APG Silica Trust will be in a financial position to pay holders of unliquidated and/or unpaid Claims and present and future Claims in substantially the same manner.

In any event, as of January 1, 2017, and thereafter no less frequently than once every three years, the APG Silica Trustee shall reconsider the then-applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, increase or reduce the Payment Percentage with the consent of the APG Silica TAC and the APG Silica Future Claimants Representative. The Silica Trustee shall also reconsider the then-applicable Payment Percentage at shorter intervals if the Silica Trustee deems such reconsideration to be appropriate or if requested to do so by either of the APG Silica TAC or the APG Silica Future Claimants Representative.

The APG Silica Trustee must base the determination of the Payment Percentage on current estimates of the number, types, and values of Claims, the value of the assets then available to the APG Silica 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 holders of Claims. When making these determinations, the APG Silica Trustee shall exercise common sense and flexibly evaluate all relevant factors.

4.3 Applicability of the Payment Percentage.

Except as otherwise provided in Section 5.1(c) below for Claims involving deceased or incompetent Injured Parties for which approval of the APG Silica Trust's offer by a court or through a probate process is required, no holder of any APG Silica Trust Claim shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time of payment, plus any supplemental payments authorized by the APG Silica Trustee in the event of an increase in the Payment Percentage.

If a reduction of the Payment Percentage has been proposed in writing by the APG Silica Trustee to the APG Silica TAC and the APG Silica Future Claimants Representative but has not yet been adopted, the Claimant shall temporarily receive the lower proposed Payment Percentage. However, if the lower proposed Payment Percentage is not subsequently adopted, the Claimant shall thereafter receive the difference between the lower proposed amount and the higher actual amount.

SECTION 5 Resolution of APG Silica Trust Claims

5.1 Ordering, Processing, and Payment of Claims

(a) Ordering of Claims

(1) Establishment of the FIFO Processing Queue

The APG Silica Trust will order Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis (the "FIFO Processing Queue"). For all claims filed on or before December 31, 2014 (the "Initial Claims Filing Date"), a Claimant's position in the FIFO Processing Queue shall be determined as of the earlier of (i) the date prior to February 14, 2002 that

the specific claim was filed against an APG Entity in the tort system or (ii) the date after February 14, 2002 but on or before December 31, 2014 that the claim was filed with the APG Silica Trust.

For Claims filed after December 31, 2014, the Claimant's position in the FIFO Processing Queue shall be determined by the date the claim was filed with the APG Silica Trust. If any claims are filed on the same date, the Claimant's position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the silica-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) Time Limitations for Filing APG Silica Trust Claims; Effect of Statutes of Limitations and Repose

If a Claim first diagnosed prior to February 14, 2002 was barred by the applicable statute of limitations or repose on February 14, 2002, it will be disallowed and will not be paid by the APG Silica Trust. If a Claim first diagnosed prior to February 14, 2002 was not barred by the applicable statute of limitations or repose on February 14, 2002, it will be treated as timely filed if it is actually filed with the APG Silica Trust on or before December 31, 2014. Any claims that were first diagnosed after February 14, 2002, irrespective of the application of any relevant statute of limitations or repose, must be filed with the APG Silica Trust on or before December 31, 2016 or within three years after the date of diagnosis, whichever occurs later. However, the processing of any APG Silica Trust Claim by the APG Silica Trust may be deferred at the election of the Claimant by withdrawing the Claim pursuant to section 6.3 if the Claim has not previously been rejected pursuant to section 5.3. Withdrawn Claims will retain their original filing date for all purposes.

A Claim shall not be deemed "filed" with the Trust unless the following minimum information and documentation has been filed with respect to the Claim: (i) name of the Injured Party, (ii) social security number of the Injured Party, (iii) the claimed disease and initial diagnosis date and (iv) a completed proof of claim form or electronic submission. A Claim that is rejected after filing pursuant to section 5.3 will be deemed not to have been filed with the Trust for any purpose.

(b) Intentionally Omitted

(c) Payment of Claims

Claims that have been liquidated by the Trust's claim review process or by arbitration as provided in section 5.10 below, or by litigation in the tort system provided in section 5.11 below, shall be paid in FIFO order based on the date their liquidation became final (the "FIFO Payment Queue"), all such payments being subject to the applicable Payment Percentage. Allowed Convenience Class Claims will not be paid until the Payment Percentage is equal to or greater than 50% and will be paid in FIFO order with all other Claims when and if the Payment Percentage becomes equal to or greater than 50%.

If the Injured Party is deceased or incompetent or 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, an offer made by the APG Silica Trust on the claim shall

remain open so long as proceedings before that court or in that probate process remain pending, provided that the APG Silica Trust has been furnished with evidence that the settlement offer has been submitted to such probate court or in the process for approval. If the settlement offer is ultimately approved by the probate court or through the process and accepted by the Claimant, the APG Silica 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 Injured Party's silica-related disease. If any claims are liquidated on the same date and the respective Injured Parties' silica-related diseases were diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the APG Silica Trust based on the dates of the Injured Parties' birth, with older Claimants given priority over younger Injured Parties.

5.2 Resolution of Convenience Class Claims

In order to save transaction costs and for the convenience of the APG Entities and the APG Silica Trust, any Claimant who elected on the Ballot (whether or not they voted in favor of the GIT Plan) to be treated as part of a convenience class of present APG Silica Trust Claimants (the "Convenience Class") will be entitled to allowance of a Type 3 Claim with a \$1,000 allowed liquidated value (regardless of Disease Level, so long as the criteria for at least one Disease Level are met) upon submission of the APG Silica Claims Materials (as defined in Section 6.1, below), and satisfaction of the Medical Criteria for any one or more of Disease Levels I, II, III or IV as set forth herein, without regard to Industry/Occupational Exposure. Such allowance shall be in full satisfaction of such Claimant's currently existing APG Silica Trust Claim. Payment of such allowed Claim shall not be made unless the applicable Payment Percentage for all APG Silica Trust Claims (Type 1 Claims, Type 2 Claims and Type 3 Claims) is equal to or greater than 50%, and payment shall be in the same Payment Percentage as for all other APG Silica Trust Claims. Any Claimant who did not elect on the Ballot to be treated as part of the Convenience Class shall not be entitled to consideration or allowance of a Convenience Class Claim. Any Claimant who elected on the Ballot to be treated as part of the Convenience Class shall be permitted instead to file a Type 1 Claim or Type 2 Claim with the APG Silica Trust for consideration pursuant to all the provisions of this APG Silica TDP.

Claimants who receive payment of a Convenience Class Claim may assert a new APG Silica Trust Claim against the APG Silica Trust pursuant to Section 5.9 for a malignant silica-related disease in Disease Level III that is diagnosed subsequent to the date of such allowance. The allowed liquidated value of the Claim for such malignant silica-related disease shall not be reduced by the \$1,000 allowed liquidated value of the prior non-malignant claim, provided that the malignant disease had not been diagnosed by the time the Injured Party elected to be treated as part of the Convenience Class with respect to his or her original claim involving the non-malignant disease. The holder of a Type 3 Claim involving a non-malignant silica-related disease in Disease Levels I or II may assert a new Type 1 Claim or Type 2 Claim against the APG Silica Trust pursuant to Section 5.9 for a more severe non-malignant APG Silica-related disease in Disease Level II or IV which occurs as the result of the progression of the non-malignant condition, provided that the more severe disease had not been diagnosed by the time the Injured Party elected to be treated as part of the Convenience Class with respect to his or her original claim involving the non-malignant disease.

The \$1,000 allowed liquidated value of the prior non-malignant claim shall reduce the allowed liquidated value of any such subsequent non-malignant claim on a dollar-for-dollar basis. As provided in Section 5.9, any Claim for a second disease or progressive disease shall not be treated as a Convenience Class Claim, shall be subject to the APG Silica TDP in all respects and must meet all criteria applicable to such Claim, including without limitation all Industry/Occupational Exposure criteria.

5.3 Resolution of APG Silica Trust Claims

Following April 30, 2013, the APG Silica Trustee, with the consent of the APG Silica TAC and the APG Silica Future Claimants Representative, shall implement this APG Silica TDP and adopt such additional procedures as required for reviewing and liquidating all unliquidated Claims, which may include goals for claims processing. Such procedures shall also require Claimants seeking resolution of unliquidated Claims to first file a proof of claim form or an electronic submission in the format provided by the APG Silica Trust, together with the required supporting documentation, in accordance with the provisions of sections 6.1 and 6.2 below. It is anticipated that the APG Silica Trust shall provide an initial response to the Claimant within six months of receiving a completed Claim that is ready for processing. All references in this APG Silica TDP to a proof of claim form shall include a reference to any electronic submission in the format provided by the APG Silica Trust.

A Claim may be rejected by the Trust and placed on “rejected” status if (i) the submitted Claim is incomplete and the Claimant does not respond to written notice from the Trust to provide the information necessary to complete the filing within a time period, not less than 90 days from the date of the notice, specified in the written notice to the Claimant (ii) the submitted Claim is determined to be a duplicate filing, (iii) it is determined by the Trust that the Claimant Representative does not represent the Claimant and another Claimant Representative has filed a Claim for the Claimant or (iv) it is determined by the Trust that the Claimant Representative does not represent the Claimant and the Claimant does not pursue the Claim after written notice from the Trust to respond within a time period, not less than 90 days from the date of the notice, specified in the written notice to the Claimant. A Claim that is rejected is deemed not to have been filed with the Trust for any purpose.

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

Upon filing of a completed proof of claim form with the required supporting documentation, the Claim shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in section 5.1(a) above. If the Trust is not generally reaching Claims for processing within six months after filing, the Trust shall use its best efforts to provide the Claimant with six months’ notice of the date by which it expects to reach the claim in the FIFO Processing Queue and may provide notice of such shorter period of time as may be reasonably practicable if it expects to reach the claim in the FIFO Processing Queue within less than six months, following which the Claimant

shall promptly (i) provide the APG Silica Trust with any additional medical and/or exposure evidence that was not provided with the original claim submission; and (ii) advise the APG Silica Trust of any change in the Injured Party's Disease Level. If a Claimant fails to respond to the APG Silica Trust's notice prior to the reaching of the claim in the FIFO Processing Queue, the APG Silica Trust shall process and liquidate the claim based upon the medical/exposure evidence previously submitted by the Claimant.

Claims that are subject to statutory workers' compensation programs are not compensable under the terms of the APG Silica Trust Agreement or this APG Silica TDP. However, if a claim has been finally rejected by a statutory workers' compensation program because the program does not cover the claim, then the holder of the claim so rejected may file such Claim with the APG Silica Trust and, upon satisfaction of all conditions for allowance as provided in the APG Silica Trust Agreement and the APG Silica TDP, may have such Claim allowed and paid, subject to the then-applicable Payment Percentage.

(a) Claim Review Process

(1) In General

The APG Silica Trust's claim review process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all Claims.

(2) Claims Processing

All Claimants seeking liquidation of Type 1 Claims, Type 2 Claims or Type 3 Claims shall file the APG Silica Trust's proof of claim form provided in Attachment D hereto or such other proof of claim form, including electronic submission, as the APG Silica Trust shall require. As a proof of claim form, sufficiently complete for review, is reached in the FIFO Processing Queue, the APG Silica Trust shall determine whether the Claim described therein meets the Medical Criteria for a Type 3 Claim or the Medical Criteria and Industry Exposure for allowance as a Type 1 Claim or Type 2 Claim, and (if Enhanced Value is requested), whether and to what extent it meets criteria for Enhanced Value as a Type 2 Claim and shall advise the Claimant of its determination. Subject to the payment limitations on Type 3 Claims set forth in Section 5.2, if the Claim is allowed, the APG Silica Trust shall tender to the Injured Party an offer of payment for the relevant Disease Level multiplied by the applicable Payment Percentage, together with a form of release approved by the APG Silica Trust. If the Claimant accepts the offer of payment and returns the release properly executed, the Claim shall be placed in the FIFO Payment Queue and shall become an obligation of the Trust only when the release is received by the APG Silica Trust, approved and placed in the Claimant's file, marked "Release Received—Approved for Payment," following which, subject to the payment limitations on Type 3 Claims set forth in Section 5.2, the APG Silica Trust shall disburse payment subject to any adjustment required under Section 2.2. The offer of payment for an allowed Claim shall be the allowed liquidated value of the claim multiplied by the then-current Payment Percentage. An offer of payment may be conditioned on the Claimant providing specified documentation or other evidence, which the failure to produce would otherwise constitute a deficiency and cause disallowance of the Claim. If the Claim is disallowed, the APG Silica Trust will provide written notice of disallowance specifying each of the reasons the Claim has been disallowed and providing the Claimant with the opportunity to cure any identified deficiency. In the

event a Claimant neither accepts, rejects, nor initiates arbitration within 180 days after the APG Silica Trust's notice of allowance or disallowance of a Claim, the Trustee will have the right to provide written notice to the Claimant that the Claimant's failure to act will cause the Claim to be closed if the Claimant fails to take any of such actions within the time period specified in such notice, which shall be not less than 180 days from the date of the notice. No such notice may be given by the Trustee with respect to Claims held by representatives of deceased or incompetent Claimants for which court or probate approval of the APG Silica Trust's offer is required until 180 days after such approval has been obtained. Upon written request and good cause, the APG Silica Trust may extend the period following written notice within which a Claimant is required to act, and such extension may be for such period as the Trustee shall approve. When a Claim is closed, it will not receive any further processing by the Trust and the tolling of applicable statutes of limitation or repose will terminate as of the date the Claim is closed. A closed Claim may be refiled unless it is barred by applicable statutes of limitation or repose, and the refiled Claim will be treated as a new Claim for all purposes.

(3) Disease Levels, Scheduled Values, and Medical/Exposure Criteria

The four Disease Levels covered by this APG Silica TDP, together with the Medical Criteria and Industry/Occupational Exposure Criteria and the respective Scheduled Values for each are summarized below. The Medical Criteria set forth below are intended to be a summary only, and in the event of any inconsistency between such provisions and the provisions of Section 5.7(a), the provisions of Section 5.7(a) shall control. With the consent of the APG Silica TAC and the APG Silica Future Claimants Representative, the APG Silica Trustee may add to, change or eliminate Disease Levels, Medical Criteria, Scheduled Values, Average Values, or Industry/Occupational Exposure criteria; develop subcategories of Disease Levels, Medical Criteria, or Scheduled Values; or determine that a novel or exceptional silica personal injury claim is compensable even though it does not meet the Medical Criteria and Industry/Occupational Exposure criteria for any of the then current Disease Levels.

| <u>Disease Level</u> | <u>Scheduled Value</u> | <u>Medical/Exposure Criteria</u> |
|-------------------------------------|-------------------------------|--|
| Complicated Silicosis (Level IV) | \$75,000 | 1. Diagnosis by a board-certified doctor of pulmonology, internal medicine or occupational medicine of bilateral silicosis based on physical examination and x-ray; if the Injured Party is deceased, a pathology report by a board-certified pathologist indicating the bilateral silicosis OR an x-ray read by a board-certified doctor of radiology, pulmonology or occupational medicine indicating the bilateral silicosis; and |

2. 10 years from first exposure to diagnosis; and
3. Diagnosis by one or more appropriate board-certified physicians of one of the following identified complications recognized as complicated silicosis and that the Injured Party's exposure to silica was a cause of the complicated silicosis condition:
 - (i) Rheumatoid Arthritis
 - (ii) Tuberculosis
 - (iii) Scleroderma
 - (iv) Lupus
 - (v) Glomerulonephritis
 - (vii) Mixed Connective Tissue Disorder
 - (vi) Consolidation of silicotic opacities (PMF or Honeycombing); and
4. A minimum of six months cumulative Industry/Occupational Exposure.

Lung Cancer
(Level III)

\$27,500

1. Diagnosis by a board-certified doctor of pulmonology, internal medicine, or occupational medicine of bilateral silicosis based on physical examination and x-ray; if the Injured Party is deceased, a pathology report by a board-certified pathologist indicating bilateral silicosis OR an x-ray read by a board-certified doctor of radiology, pulmonology, or occupational medicine indicating bilateral silicosis; and
2. >10 years from first exposure to diagnosis; and
3. Diagnosis, based upon a pathology report, by a board-certified doctor of pulmonology, internal medicine, occupational medicine, oncology or pathology of the existence of a

primary lung cancer and identifying the primary site of the malignancy, and that the Injured Party's exposure to silica was a cause of the lung cancer; and

4. A minimum of six months cumulative Industry/Occupational Exposure.

Severe Silicosis
(Level II)

\$20,000

1. Diagnosis by a board-certified doctor of pulmonology, internal medicine, or occupational medicine of bilateral silicosis based on physical examination and x-ray; if the Injured Party is deceased, a pathology report by a board-certified pathologist indicating bilateral silicosis OR an x-ray read by a board-certified doctor of radiology, pulmonology or occupational medicine indicating the bilateral silicosis; and
2. >10 years from first exposure to diagnosis; and
3. ILO of 2/1 or greater involving, but not limited to the upper lung lobes as interpreted by a NIOSH certified B-Reader OR Silicosis Level II and pulmonary function testing which evidences severe impairment by FVC less than or equal to 65% or FEV1 less than or equal to 65% or TLC less than or equal to 65% or DLCO less than or equal to 65% OR Silicosis Level II and death caused by silicosis other than death caused by lung cancer supported by a report from a board-certified doctor of pulmonology, internal medicine, or occupational medicine linking the death to silicosis; and
4. A minimum of six months cumulative Industry/Occupational Exposure

Simple Silicosis
(Level I) \$5,000

1. Diagnosis by a board-certified doctor of pulmonology, internal medicine, or occupational medicine of bilateral silicosis based on physical examination and x-ray; if the Injured Party is deceased, a pathology report by a board-certified pathologist indicating bilateral silicosis OR an x-ray read by a board-certified doctor of radiology, pulmonology or occupational medicine indicating the bilateral silicosis; and
2. >10 years from first exposure to diagnosis; and
3. ILO of 1/0 or greater involving, but not limited to, the upper lung lobes as interpreted by a NIOSH certified B-Reader; and
4. A minimum of six months cumulative Industry/Occupational Exposure

(b) Foreign Claims.

A “Foreign Claim” is an APG Silica Trust Claim with respect to which the Injured Party’s exposure to a silica-containing product for which an APG Entity has Legal Responsibility occurred outside of the United States and its Territories and Possessions. In reviewing Foreign Claims, the APG Silica Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Injured Party’s Jurisdiction as defined in Section 7.4 below. The APG Silica Trust shall determine the liquidated value of Foreign Claims based on historical settlements and verdicts in the Injured Party’s Jurisdiction as well as the other valuation factors set forth in Section 5.3(d)(2) below.

For purposes of the claims review process for Foreign Claims, the APG Silica Trustee, with the consent of the APG Silica TAC and the APG Silica Future Claimants Representative, may develop separate proof and qualification requirements, including but not limited to Medical Criteria and Industry/Occupational Exposure criteria and standards, as well as separate requirements for physician and other professional qualifications, for each foreign jurisdiction giving rise to such foreign claim, channeled to the APG Silica Trust.

At such time as the APG Silica Trust has sufficient historical settlement, verdict and other valuation data for claims from a particular foreign jurisdiction, the APG Silica Trustee, with the consent of the APG Silica TAC and the APG Silica Future Claimants Representative, may also establish a separate valuation matrix for any such Foreign Claims based on that data.

(c) Review of Industry and Occupational Exposure Criteria.

The APG Silica Trust's review process provides an Injured Party with an opportunity for individual consideration and evaluation of evidence of Industry Exposure and Occupational Exposure in industries and occupations that are not listed on Attachments A and B, respectively. Evidence of Industry/Occupational Exposure must include evidence of actual exposure to an APG Entity's silica-containing refractory products. For purposes of establishing actual exposure to an APG Entity's silica-containing refractory products, an affidavit of exposure by the Injured Party will not constitute credible evidence unless accompanied by credible third-party affidavits, documents or other credible evidence.

(d) Claim Value.

(1) Scheduled and Maximum Values.

The Scheduled and Maximum Values for the Disease Levels compensable under this APG Silica TDP are the following:

| <u>Scheduled Disease</u> | <u>Scheduled Value</u> | <u>Maximum Value</u> |
|----------------------------------|------------------------|----------------------|
| Complicated Silicosis (Level IV) | \$75,000 | \$300,000 |
| Lung Cancer 1 (Level III) | \$27,500 | \$85,000 |
| Severe Silicosis (Level II) | \$20,000 | \$60,000 |
| Simple Silicosis (Level I) | \$5,000 | \$20,000 |

After consultation with, and with the consent of the APG Silica TAC and the APG Silica Future Claimants Representative, at any time that the Payment Percentage is set at 100% or more, the APG Silica Trustee shall have the right to apply a cost-of-living adjustment to the allowed liquidated values of allowed Type 1 Claims or Type 2 Claims to recognize the increase in the value of claims in the tort system from February 14, 2002, the date as of which Scheduled Values were established, to the date of allowance of such Claims and to pay such adjustments in lump sums or installments.

(2) Enhanced Value.

Injured Parties shall be eligible to seek Enhanced Value up to the Maximum Value of their Type 2 Claims by submitting evidence of enhanced value of their claims. Proof of Occupational Exposure must be submitted as support for enhanced claim valuation for Type 2 Claims. If the Injured Party files a Claim seeking Enhanced Value for a Secondary Exposure Claim (as defined in Section 5.5), then the provisions of Section 5.5 below shall be applied to such Claim in addition to the other requirements of this Section 5.3. The APG Silica Trust shall take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to (i) the degree to which the characteristics of a claim differ from the presumptive Medical Criteria and Industry Exposure criteria for the Disease Level in question; (ii) factors such as the Injured Party's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) evidence that the Injured

Party's damages were (or were not) caused by silica exposure, including exposure to a silica-containing product for which an APG Entity has Legal Responsibility (for example, alternative causes, and the strength of documentation of injuries); (iv) the Injured Party's degree of impairment; (v) the opportunity for the Injured Party to recover from other defendants; and (vi) the duration and intensity of Occupational Exposure. The APG Silica Trustee is authorized to adopt an automatic pricing matrix for Enhanced Value to ensure consistency of treatment and to modify such matrix from time to time.

5.4 Exigent Hardship Claims.

At any time the APG Silica Trust may liquidate and pay Claims that qualify as Exigent Hardship Claims (as defined below). Such claims may be considered separately no matter what the order of processing otherwise would have been under this APG Silica TDP. An Exigent Hardship Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated Claims. An APG Silica Trust Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical Criteria for Disease Levels II, III, or IV and Industry/Occupational Exposure criteria, and the APG Silica Trust, in its sole discretion, determines (i) that the Injured Party needs financial assistance on an immediate basis based on the Injured Party's expenses and all sources of available income, and (ii) that there is a causal connection between the Injured Party's dire financial condition and the Injured Party's APG Silica-related disease.

5.5 Secondary Exposure Claims.

If an Injured Party alleges a silica-related disease resulting solely from exposure to an occupationally exposed person, such as a family member (a "Secondary Exposure Claim"), the Injured Party must establish that the occupationally exposed person would have met all the exposure requirements under this APG Silica TDP that would have been applicable had that person filed a direct claim against the APG Silica Trust. In addition, the Injured Party with secondary exposure must establish that he or she is suffering from one of the four Disease Levels described in Section 5.3(a)(3) above or a silica-related disease otherwise compensable under this APG Silica TDP, that his or her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to silica-containing refractory products produced by an APG Entity, and that such secondary exposure was a cause of the claimed disease. The proof of claim form included in Attachment D hereto contains an additional section for Secondary Exposure Claims. All other liquidation and payment rights and limitations under this APG Silica TDP shall be applicable to such claims.

5.6 Indirect APG Silica Trust Claims.

Indirect Claims asserted against the APG Silica Trust based upon theories of contribution or indemnification under applicable law shall be treated as presumptively valid and paid by the APG Silica Trust subject to the applicable Payment Percentage if the holder of such claim (the "Indirect Claimant") establishes to the satisfaction of the APG Silica Trustee that (i) the APG Silica Trust would otherwise have had a liability or obligation under this APG Silica TDP to the individual Injured Party (the "Direct Injured Party"), (ii) the Indirect Claimant has paid in full the liability and obligation of the APG Silica Trust to the Direct Injured Party, (iii) the Direct Injured Party and the Indirect Claimant have forever and fully released the APG Silica Trust from all liability to the Direct

Injured Party, and (iv) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the APG Silica Trust superior to the rights of the related Direct Injured Party against the APG Silica Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no Indirect Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Injured Party.

To establish a presumptively valid Indirect APG Silica Trust Claim, the Indirect Claimant's aggregate liability for the Direct Injured Party's claim must also have been fixed, liquidated, and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the APG Silica Trust) provided that such Direct Injured Party's claim is valid under the applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Injured Party against the APG Silica Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the APG Silica Trust a release in form and substance satisfactory to the APG Silica Trustee.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the APG Silica Trust with a full release of the Direct Injured Party's claim, the Indirect Claimant may request that the APG Silica Trust review the Indirect APG Silica Trust Claim individually to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation that the APG Silica Trust had to the Direct Injured Party as of April 30, 2013. If the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation, the APG Silica Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Injured Party would have otherwise been entitled. Further, the liquidated value of any Indirect APG Silica Trust Claim paid by the APG Silica Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any APG Silica Trust Claim that might be subsequently asserted by the Direct Injured Party against the APG Silica Trust.

Any dispute between the APG Silica Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Injured Party shall be subject to the ADR procedures provided in Section 5.10 below and set forth in Attachment D hereto. If such dispute is not resolved by such ADR procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.6 below.

The APG Silica Trustee may develop and approve a separate proof of claim form for Indirect APG Silica Trust Claims. Indirect APG Silica Trust Claims shall be processed in accordance with procedures to be developed and implemented by the APG Silica Trustee, consistent with the provisions of this Section 5.6, which procedures (a) shall determine the validity, allowability, and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the APG Silica Trust would have afforded the holders of the underlying valid Claims. Nothing in this APG Silica TDP is intended to preclude a trust to which silica-related liabilities are channeled from asserting an Indirect APG Silica Trust Claim against the APG Silica Trust subject to the requirements set forth herein.

5.7 Evidentiary Requirements.

(a) Medical Evidence.

(1) 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 10 years have elapsed between the date of first exposure to silica or silica-containing products and the diagnosis, or (ii) a history of the Injured Party's exposure sufficient to establish a 10-year latency period. A finding by a physician that an Injured Party's disease is "consistent with," "compatible with" or "evidentiary of" Silicosis shall be treated by the APG Silica Trust as a diagnosis, provided it is based on and consistent with the requirements set forth in Sections 5.7(a)(1)(A) and (B), as applicable, and meets the requirements set forth in Section 5.7(a)(2).

(A) Disease Levels I and II.

Simple Silicosis and Severe Silicosis (Disease Levels I and II) shall be based (i) in the case of an Injured Party who was living at the time the claim was filed, upon (A) a medical history, (B) a physical examination of the Injured Party by a board-certified doctor of pulmonology, internal medicine, or occupational medicine providing the diagnosis of bilateral silicosis and (C) an x-ray reading by a NIOSH certified B-reader or a board-certified doctor of radiology, pulmonology or occupational medicine or a CT scan read by a board-certified doctor of radiology, pulmonology or occupational medicine showing silicosis or severe silicosis, or (ii) in the case of an Injured Party who was deceased at the time the claim was filed, upon (A) medical records documenting a physical examination of the Injured Party and (B) either (1) pathological evidence provided by board-certified pathologist of the silica-related disease or (2) either an x-ray reading by a NIOSH certified B-reader or a board-certified doctor of radiology, pulmonology or occupational medicine or a CT scan read by a board-certified doctor of radiology, pulmonology, or occupational medicine showing bilateral silicosis, or severe silicosis. For claims in Disease Level I, Injured Parties must provide meaningful and credible evidence of an ILO of 1/0 or greater and round opacities including, but not limited to, type p, q, or r involving, but not limited to, the upper lung lobes. For claims in Disease Level II, Injured Parties must provide meaningful and credible evidence of: (X) an ILO of 2/1 or greater and round opacities including, but not limited to, type p, q, or r involving, but not limited to, the upper lung lobes; (Y) an ILO of 1/0 or greater and round opacities including, but not limited to, type p, q, and r involving, but not limited to, the upper lobes, and pulmonary function testing which evidences impairment by $FVC \leq 65\%$, $FEV1 \leq 65\%$, $TLC \leq 65\%$ or $DLCOb \leq 65\%$, all of which are applied to the predicted values; provided, however, if $FEV1 \leq 65\%$ is the only evidence of impairment, the ILO is 1/0 and the Injured Party has a smoking history, the diagnosis must include a finding that exposure was a significant contributing cause of the impairment, or (Z) a diagnosis of Simple Silicosis and evidence of death caused by silicosis (other than death caused by Lung Cancer) supported by a pathology report or a report by a board-certified doctor of pulmonology, internal medicine, or occupational medicine linking the death to silicosis. In the case of any Claim for which an x-ray reading is submitted but a b-read is not available, the APG Silica Trust can accept the findings of the x-ray reading without the ILO classification if the reading provides equivalent and sufficient information.

(B) Disease Levels III and IV.

All diagnoses of Lung Cancer (Disease Level III) shall be based upon (i) a diagnosis of underlying bilateral silicosis that meets the requirements of Section 5.7(a)(1)(A), above; (ii) (A) a diagnosis of primary lung cancer, by a board-certified doctor of pulmonology or internal medicine or occupational medicine or oncology, based upon a physical examination of the Injured Party, or if the Injured Party is deceased, a review of available medical records relating to the Injured Party's relevant medical condition, (B) a medical history (including history of smoking), and (C) a pathology report by a board-certified pathologist indicating that the Injured Party had primary lung cancer, and (iii) medical documentation stating that the Injured Party's primary lung cancer was caused by exposure to silica. Except as provided in the following sentence, all diagnoses of Complicated Silicosis (Disease Level IV) shall be based upon (X) a diagnosis of underlying bilateral silicosis that meets the requirements of Section 5.7(a)(1)(A), (Y) (1) a diagnosis of tuberculosis, coalescence of silicotic opacities (PMF or Honeycombing), by a board-certified doctor of pulmonology or internal medicine or occupational medicine, or (2) a diagnosis of scleroderma or lupus by a board-certified doctor of rheumatology, or (3) a diagnosis of glomerulonephritis by a board-certified doctor of nephrology, or (4) a diagnosis of rheumatoid arthritis or mixed connective tissue disorder by a board-certified doctor of pulmonology, internal medicine, occupational medicine, or rheumatology, and (Z) medical documentation stating that the Injured Party's complicating disease was caused by exposure to respirable silica and did not pre-exist the Injured Party's exposure to respirable silica. The Trust recognizes medical evidence that scleroderma can be caused by and related to exposure to respirable silica without the Injured Party showing evidence of silicosis on an x-ray; therefore, the requirement for an underlying diagnosis of silicosis will not be applicable to a diagnosis of Complicated Silicosis based on a diagnosis of scleroderma so long as the Claimant demonstrates that the Injured Party had (y) industry exposure to respirable silica that would satisfy the Trust's requirements to support a silicosis diagnosis and (z) a latency period of not less than five years. Any diagnosis of a complicating disease shall be based upon (I) a medical history (including history of smoking), a physical examination of the Injured Party, or if the Injured Party is deceased, a review of available medical records relating to the Injured Party's relevant medical condition, and an x-ray, or (II) a pathology report by a board-certified pathologist indicating that the Injured Party had the complicating disease.

(2) Credibility of Medical Evidence.

Before making any payment to a Claimant, the APG Silica Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. Diagnosing physicians must be licensed and, when so provided in this APG Silica TDP, board-certified. X-rays on which b-reads or x-ray readings are based must be of film quality 1 or 2. The APG Silica Trust may require the submission of x-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. The APG Silica Trust may audit compliance of pulmonary function tests submitted in support of claims with the standards of the American Thoracic Society ("ATS Standards"), but pulmonary function tests relied on by a board-certified pulmonologist or occupational medicine physician in making a diagnosis shall be presumed to have been conducted in compliance with ATS Standards. Medical evidence that is of a kind shown to have been received in

evidence by a state or federal judge at trial, or a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the silica-related disease in question before a state or federal judge, is presumptively reliable, although the APG Silica Trust may seek to rebut the presumption. In light of deposition testimony given in *In re: Silica Products Liability Litigation*, Case No. MDL 1553 in the United States District Court for the Southern District of Texas, Corpus Christi Division, and Order No. 29 entered in that case (“Order No. 29”), the APG Silica Trustee shall adopt appropriate criteria so that claims are not allowed based on medical evidence or diagnoses which fail to meet recognized medical standards and may refuse to accept diagnoses, x-rays, or B-reader reports from any of the doctors whose diagnoses or reports were identified by Order No. 29 to have failed to meet such criteria, notwithstanding the credentials or qualifications of such doctors.

In addition, Claimants who otherwise meet the requirements of this APG Silica TDP for payment of an APG Silica Trust Claim shall be paid irrespective of the results in any litigation at any time between the Claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system involving another defendant, other than any findings of fact, a verdict, or a judgment, may be introduced by either the Claimant or the APG Silica Trust in any proceeding conducted pursuant to Section 5.3(b).

(b) Exposure Evidence.

(1) In General.

To meet the presumptive Industry Exposure requirements, the Claimant must show Industry Exposure for all Disease Levels. To meet the product exposure requirements for alternative evidence of Industry Exposure or Occupational Exposure, the Claimant must demonstrate credible evidence of exposure to silica-containing refractory products manufactured or distributed by an APG Entity. Claims based on conspiracy theories that involve no product exposure or Industry Exposure are not compensable under this APG Silica TDP.

(2) Credible Evidence.

Credible evidence may be established by an affidavit of the Injured Party, by an affidavit of a co-worker or the affidavit of a family member in the case of a deceased Injured Party (providing the APG Silica Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, by annotated social security or union hall records or by other credible evidence. The affidavit of the Injured Party as to specific exposure to silica-containing refractory products manufactured or distributed by an APG Entity must be accompanied by credible third-party affidavits, documents, or other credible evidence. The APG Silica Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary.

5.8 Claims Audit Program.

The APG Silica Trustee may develop methods for auditing the reliability of medical evidence, including additional reading of x-rays, CT scans, and verification of pulmonary function tests, as well as the reliability of evidence of Industry Exposure or Occupational Exposure to silica. The APG Silica Trust may retain one or more medical experts to review medical evidence and may

require a mandatory review by such experts of any or all medical evidence submitted by Claimants. In the event that the APG Silica Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the APG Silica Trust, it may decline to accept additional evidence from such provider in the future.

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

5.9 Second Disease (Malignancy) and Progressive Disease (Non-Malignant) Claims.

(a) In General.

The holder of an allowed APG Silica Trust Claim involving a non-malignant silica-related disease in Disease Levels I or II may assert a new APG Silica Trust Claim against the APG Silica Trust for a malignant silica-related disease in Disease Level III that is diagnosed subsequent to the date of allowance. The allowed liquidated value of the Claim for such malignant silica-related disease shall not be reduced by the allowed liquidated value of the prior non-malignant claim, provided that the malignant disease had not been diagnosed by the date of allowance of the original claim involving the non-malignant disease. The holder of an APG Silica Trust Claim involving a non-malignant silica-related disease in Disease Levels I or II may assert a new APG Silica Trust Claim against the APG Silica Trust for a more severe non-malignant APG Silica-related disease in Disease Level IV which occurs as the result of the progression of the non-malignant condition, provided that the more severe disease had not been diagnosed by the date of allowance of the original claim involving the non-malignant disease. For example, the holder of a Disease Level I claim could bring a subsequent Disease Level II claim or a subsequent Disease Level IV claim or (unless the Disease Level II claim was based on the death of the Injured Party) a subsequent Disease Level II claim followed by a subsequent Disease Level IV claim. The allowed liquidated value of any prior non-malignant claim shall reduce the allowed liquidated value of any such subsequent non-malignant claim on a dollar-for-dollar basis. Any Claim for a second disease or progressive disease shall be subject to the APG Silica TDP in all respects.

(b) Time For Asserting Second Disease Claim.

The holder of any APG Silica Trust Claim who wishes to assert a new APG Silica Trust Claim for a higher Disease Level must do so on or before the third anniversary of the date of first diagnosis of the higher Disease Level.

5.10 Arbitration.

(a) Establishment of ADR Procedures.

The APG Silica Trustee, with the consent of the APG Silica TAC and the APG Future Claimants Representative, shall institute binding and non-binding arbitration procedures in accordance with the Alternative Dispute Resolution (“ADR”) Procedures included in Attachment D hereto for resolving disputes concerning whether the Injured Party’s medical condition or exposure history meets the requirements of this APG Silica TDP for purposes of categorizing and allowing a claim involving Disease Levels I–IV. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a claim involving Disease Levels I–IV and disputes over the validity of an Indirect APG Silica Trust Claim.

In all arbitrations where medical condition or product exposure is relevant, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2) above. With respect to all claims eligible for arbitration, the Claimant, but not the APG Silica Trust, may elect either non-binding or binding arbitration at the time the arbitration is initiated. In the absence of an election for binding arbitration, the arbitration shall be non-binding. The Arbitration Rules set forth in Attachment D hereto may be modified by the APG Silica Trustee with the consent of the APG Silica TAC and the APG Future Claimants Representative. Such amendments may include adoption of mediation procedures.

(b) Claims Eligible for Arbitration.

In order to be eligible for arbitration, the Claimant must first submit a claim to the APG Silica Trust and complete the review process as well as any applicable mediation under the ADR Procedures with respect to the disputed issue. Review by the APG Silica Trust shall be treated as completed for these purposes when the claim has been individually reviewed by the APG Silica Trust and (i) the APG Silica Trust has made an offer on the claim, the Claimant has rejected the liquidated value offered, and the Claimant has notified the APG Silica Trust of the rejection in writing, or (ii) the APG Silica Trust has rejected the claim.

(c) Limitations on and Payment of Arbitration Awards.

The arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(a)(3) above. Arbitration awards shall be subject to the Payment Percentage at the time of the award, and a Claimant who submits to arbitration and who accepts the arbitral award shall receive payments in the same manner as one who accepts the APG Silica Trust’s original valuation of the claim.

5.11 Litigation.

Claimants who elect non-binding arbitration and then either do not receive an arbitral award in which they are the prevailing party or reject their arbitral awards retain the right to institute a lawsuit in the tort system against the APG Silica Trust pursuant to Section 7.5 below. However, a

Claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the APG Silica Trust's available cash only as provided in Section 7.6 below.

SECTION 6

Claims Materials

6.1 Claims Materials

The APG Silica Trust shall prepare suitable and efficient claims materials ("Claims Materials"), for all APG Silica Trust Claims, and shall provide such Claims Materials upon a written request for such materials to the APG Silica Trust or make them available electronically by posting them on a website maintained by or for the APG Silica Trust or by other means. The proof of claim form to be submitted to the APG Silica Trust shall require the Claimant to assert the highest Disease Level for which the claim qualifies at the time of filing and shall require the Claimant to identify the entities his or her claim alleges liability against. The proof of claim form also shall include or require a separate certification by the Claimant or his or her attorney under penalty of perjury sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. Submission of an electronic claim by the Claimant or his or her attorney shall be deemed to include such certification under penalty of perjury. A proof of claim in substantially the same form as that attached hereto as Attachment D or an electronic submission form incorporating substantially the same information shall be used by the APG Silica Trust for unliquidated Claims. The proof of claim form may be changed by the APG Silica Trust with the consent of the APG Silica TAC and the APG Silica Future Claimants Representative. In order to implement reviews of medical evidence in accordance with Section 5.7(a)(2), medical documentation submitted with each proof of claim form must include all diagnoses and treatment information of the Injured Party relating to Silica disease and shall include as required information the names of the B-reader, if any, and diagnosing doctor, the diagnosis, and the name of the testing company, if any, that provided x-ray or pulmonary function testing services.

6.2 Content of Claims Materials

The Claims Materials shall include a copy (or a reference for electronic access thereto) of this APG Silica TDP, such instructions as the APG Silica Trustee shall approve, and a detailed proof of claim form. In addition to collecting some or all of the claims information from a Claimant or the Claimant's attorney, the APG Silica Trust also may obtain information from any other claims resolution organization. A Claimant who files a Claim with the APG Silica Trust thereby consents to delivery to the APG Silica Trust of claims information from any other claims resolution organization, and such Claim filing shall be evidence of such consent on which the APG Silica Trust and the other claims resolution organization shall rely. The APG Silica Trust may accept information provided electronically. The Claimant will, upon written request of the APG Silica Trustee, provide the APG Silica Trust with evidence of claims asserted against or recovery from other silica defendants or asbestos defendants and from silica or asbestos claims resolution organizations.

6.3 Withdrawal or Deferral of Claims

A Claimant can withdraw a Claim that has not been previously rejected pursuant to section 5.3 at any time prior to the Claim being allowed or disallowed, upon written notice to the APG Silica Trust. Written notice from a Claimant to “defer” his or her Claim shall be deemed a notice of withdrawal. Withdrawal of a Claim places the Claim “on hold” within the Trust and has the effect of deferring further consideration or processing of the Claim until the Claimant reactivates the Claim by written notice to the Trust or by making additional filings with the Trust related to the Claim. Withdrawal of a Claim does not affect the status of the Claim for statute of limitation purposes, and upon reactivation, the Claimant shall retain his or her original place in the FIFO Processing Queue.

6.4 Filing Requirements and Fees

The APG Silica Trustee shall have the discretion to determine, with the consent of the APG Silica TAC and the APG Silica Future Claimants Representative, whether a filing fee should be required for any Claims.

6.5 Confidentiality

Submissions to the APG Silica Trust with respect to APG Silica Trust Claims or APG Asbestos Trust Claims, including the proof of claims form and all personal, medical, employment and other information submitted by a Claimant or a Claimant’s attorney or representative in connection with or pursuant thereto or in connection with the claims process, (a) shall be deemed to be part of a settlement discussion, (b) subject to the reporting requirements set forth in Section 6.6 hereof, shall be kept confidential by the Trust, its agents and representatives and (c) shall not be admissible or discoverable in any court proceeding not directly related to the allowance or disallowance under this APG Silica TDP of the APG Silica Trust Claim to which such submissions relate.

6.6 Reporting to the Centers for Medicare & Medicaid Services

CLAIMANT ACKNOWLEDGES THAT THE APG SILICA TRUST IS REQUIRED TO, AND WILL, REPORT ALL PAYMENTS MADE TO CLAIMANTS FOR WHOM REPORTING IS REQUIRED TO THE CENTERS FOR MEDICARE & MEDICAID SERVICES, WHICH MAY SEEK TO RECOVER A PORTION OF THOSE PAYMENTS FROM EACH SUCH CLAIMANT TO RECOVER MEDICARE OR MEDICAID BENEFITS PAID TO OR FOR THE INJURED PARTY ON ACCOUNT OF A SILICA-RELATED DISEASE. Claimant consents to any required reporting by the APG Silica Trust to the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agency or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued or amendments or amendatory statutes passed in connection therewith (collectively, “CMS”), the name and the social security number of, and amounts to be paid to, Claimant and other information required to be reported to CMS if Claimant has an allowed APG Silica Trust Claim. In addition Claimant consents to the APG Silica Trust reporting such information to the APG Entities and certain insurers if required on the terms and under the circumstances described in the APG Silica

Trust Agreement. In the absence of satisfaction or waiver of any CMS subrogation lien, it is anticipated that CMS will require each such Claimant to reimburse CMS, in its role as secondary payor, for some or all of any funds previously paid by CMS, and not yet recovered or settled and released, for medical care of the Claimant or the Injured Party, as applicable on account of a Silica-related disease

SECTION 7

General Guidelines for Liquidating and Paying Claims

7.1 Costs Considered

Notwithstanding any provisions of this APG Silica TDP to the contrary, the APG Silica Trustee shall always give appropriate consideration to the cost of investigating and uncovering invalid Claims so that the payment of valid Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting an APG Silica Trust Claim. The APG Silica Trustee also shall have the latitude to make judgments regarding the amount of transaction costs to be expended by the APG Silica Trust so that valid Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the APG Silica Trustee, in appropriate circumstances, from contesting the validity of any claim against the APG Silica Trust whatever the costs, or to decline to accept medical evidence from sources that the APG Silica Trustee has reasonably determined to be unreliable, including without limitation, pursuant to the Claims Audit Program described in Section 5.8 above.

7.2 Discretion to Vary the Order and Amounts of Payments

Consistent with the provisions hereof, the APG Silica Trustee shall proceed as quickly as possible to liquidate valid Claims, and shall make payments to holders of such claims in accordance with this APG Silica TDP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the APG Silica Trust's income and value over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, payments may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to Claimants. However, the APG Silica Trustee shall use his or her reasonable best efforts to treat similar claims in substantially the same manner, consistent with his or her duties as APG Silica Trustee, the purposes of the APG Silica Trust, and the practical limitations imposed by the inability to predict the future with precision. In the event that the APG Silica Trust faces temporary periods of limited liquidity, the APG Silica Trustee may, with the consent of the APG Silica TAC and the APG Silica Future Claimants Representative, suspend the normal order of payment and may temporarily limit or suspend payments altogether.

7.3 Punitive Damages

Except as provided below for claims asserted under the Alabama Wrongful Death Statute, in determining the value of any liquidated or unliquidated APG Silica Trust Claim, punitive or exemplary damages, i.e., damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system, nor shall punitive or exemplary damages be payable with respect to any claim litigated against the APG Silica Trust in the tort system pursuant to Sections 5.11 above and 7.5 below. The only damages that may be awarded pursuant to this APG Silica TDP to Alabama Claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the State of Texas, without regard to its choice of law principles. The choice of law provision in this Section 7.3 applicable to any Claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the APG Silica Trust and the Claimant including, but not limited to, suits in the tort system pursuant to Section 7.5, and to the extent the APG Silica Trust seeks recovery from any entity that provided insurance to an APG Entity, the Alabama Wrongful Death Statute shall govern.

For the purposes of this APG Silica TDP, the "Claimant's Jurisdiction" is the jurisdiction in which the claim was filed (if at all) against an APG Entity in the tort system prior to February 14, 2002. If the claim was not filed against an APG Entity in the tort system prior to February 14, 2002, the Claimant may elect as the Claimant's Jurisdiction either (i) the jurisdiction in which the Claimant resides at the time of diagnosis or when the claim is filed with the Silica Trust; or (ii) a jurisdiction in which the Claimant experienced exposure to a silica-containing product for which an APG Entity has legal responsibility.

With respect to the "Claimant's Jurisdiction" in the event a personal representative or authorized agent makes a claim under the APG Silica TDP for wrongful death with respect to which the governing law of the Claimant's Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant's Jurisdiction for such claim shall be the State of Texas, and such Claimant's damages shall be determined pursuant to the statutory and common laws of the State of Texas without regard to its choice of law principles. The choice of law provision in this Section 7.3 applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to this Section 7.3 is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Silica Trust and the Claimant, and, to the extent the Silica Trust seeks recovery from any entity that provided insurance coverage to an APG Entity the Alabama Wrongful Death Statute shall govern.

7.4 Interest.

No interest shall be paid by the Silica Trust on Silica Trust Claims.

7.5 Suits in the Tort System

If the holder of a disputed claim disagrees with the APG Silica Trust's determination regarding the Disease Level of the claim or the Claimant's exposure history or the liquidated value

of the claim, and if the holder has first submitted the dispute to non-binding arbitration as provided in section 5.10 above, the holder may file a lawsuit for a judicial determination of such matters, but only in a federal or state court located in Dallas County, Texas. Any such lawsuit must be filed by the Claimant in her 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 APG Silica Trust, all defenses which could have been asserted by the APG Entities), shall be available to both sides at trial; provided, however, the APG Silica Trust may waive any defense and/or concede any issue of fact or law. If the Claimant was alive at the time the initial prepetition complaint was filed or on the date the proof of claim was filed with the APG Silica Trust, the case will be treated as a personal injury case with all personal-injury damages to be considered even if the Claimant has died during the pendency of the claim.

7.6 Payment of Judgments for Money Damages

If and when a Claimant obtains a judgment in the tort system (“Silica Final Judgment Claims”) such judgment shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, a Claimant whose claim was liquidated by final judgment after the APG Effective Date shall receive from the APG Silica Trust an initial payment (subject to the applicable Payment Percentage) of an amount equal to one-hundred percent (100%) of the greater of (i) the APG Silica Trust’s last offer to the Claimant or (ii) the award that the Claimant declined in non-binding arbitration. The Claimant shall receive the balance of the judgment, if any, in five equal installments in years six (6) through ten (10) following the year of the initial payment (subject to the applicable Payment Percentage).

7.7 Releases

The APG Silica Trustee shall have the discretion to determine the form and substance of the releases to be provided to the APG Silica Trust in order to maximize recovery for Claimants against other tortfeasors without increasing the risk or amount of claims for indemnification or contribution from the APG Silica Trust. As a condition to making any payment to a Claimant, the APG Silica Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law. Any release shall include language evidencing the assignment of any cause of action or right to bring a cause of action, whether arising by contract or under laws of any jurisdiction, which may be assertable on account of such Claims against any insurance company or other Entity with demonstrated liability for such Claims under any APG Silica Trust Policy. If allowed by state law, the acceptance of payment by a Claimant or a Claimant Representative or the negotiation of a check or draft for payment by or on behalf of a Claimant shall constitute a release to the extent determined by the APG Silica Trustee. All releases will require a certification from the Claimant to be paid that said Claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing in connection with, or relating to, such APG Silica Trust Claim under the reporting provisions of 42 U.S.C. § 1395y *et seq.*, or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or amendments thereto, including Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued or amendments or amendatory statutes passed in connection therewith.

7.8 Third-Party Services

Nothing in this APG Silica TDP shall preclude the APG Silica Trust from contracting with another claims resolution organization to provide services to the APG Silica Trust so long as decisions about the categorization and liquidated value of Claims are based on the relevant provisions of this APG Silica TDP, including the Disease Levels, Scheduled Values, Maximum Values, and Medical Criteria, Industry and Occupational Exposure criteria set forth above.

SECTION 8 Miscellaneous

8.1 Amendments

Except as otherwise provided herein, the APG Silica Trustee may amend, modify, delete, or add to any provisions of this APG Silica TDP (including, without limitation, amendments to conform this APG Silica TDP to advances in scientific or medical knowledge or other changes in circumstances); provided, however, if the purpose of the amendment is to change the Payment Percentage as provided by Section 4.2 above, the APG Silica Trustee must first obtain the consent of the APG Silica TAC and the APG Silica Future Claimants Representative pursuant to the Consent Process set forth in Section 6.7(b) of the APG Silica Trust Agreement.

8.2 Severability

Should any provision contained in this APG Silica TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any other provision of this APG Silica TDP.

8.3 Governing Law

The administration of this APG Silica TDP and the processing, allowance or disallowance of a claim shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the determination of the Disease Level of the claim, the Claimant's exposure history or the liquidated value of the claim in the case of arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as determined in accordance with section 7.3 above. The law governing the applicable statute of limitations on February 14, 2002 shall be the law of the Claimant's Jurisdiction on February 14, 2002.

EXHIBIT A

APG ENTITIES

APG Entities:

A.P. Green Industries, Inc.

A.P. Green Services, Inc.

f/k/a Bigelow Arch Company

f/k/a Bigelow Liptak Corporation

APG Development Corp.

Detrick Refractory Fibers, Inc.

APG Refractories Corp.

Intogreen Co.

A.P. Green International, Inc.

A.P. Green Refractories, Inc.

Bigelow-Liptak of Canada, Ltd. (pre-1985 only)¹

¹ Bigelow-Liptak of Canada, Ltd, is not an APG Entity and was not a debtor in the Chapter 11 Cases, but A.P. Green Industries, Inc. and A.P. Green Services, Inc. indemnified the purchaser of the rights to the name Bigelow Liptak Corporation in 1985 against liability for all pre-1985 activities conducted by them under the “Bigelow-Liptak” name.