

APG SILICA TRUST AGREEMENT

This APG Silica Trust Agreement, dated as set forth on the signature page hereof and effective as of the Effective Date, is among the APG Debtors and GIT (collectively the “APG Entities”), each a debtor and debtor-in-possession in case number 02-21626-JKF before the Bankruptcy Court, as Settlers, the APG Silica Future Claimants Representative, the APG Silica Trustee, and the member of the APG Silica TAC identified on the signature pages hereto and appointed at the Confirmation Hearing pursuant to the GIT Plan. All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Glossary filed of record in the Debtors’ Reorganization Cases on September 15, 2005.

All capitalized terms not defined herein or defined in the Glossary, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules.

WHEREAS at the time of the entry of the order for relief in the Reorganization Cases, the Debtors had been named as defendants in personal-injury and wrongful-death actions seeking recovery for damages allegedly caused by the presence of, or exposure to, silica or silica-containing products.

WHEREAS the Debtors have reorganized under the provisions of chapter 11 of the Bankruptcy Code in a case known as In re Global Industrial Technologies, Inc., et al., Case No. 02-21626-JKF, pending before the Bankruptcy Court.

WHEREAS the GIT Plan, filed by the Debtors, has been confirmed by the Bankruptcy Court after notice and hearing thereon.

WHEREAS the GIT Plan documents provide, among other things, for the creation of the APG Silica Trust.

WHEREAS pursuant to the GIT Plan, the APG Silica Trust is to use its assets and income to pay APG Silica Trust Claims against the APG Entities.

WHEREAS pursuant to the GIT Plan, the APG Silica Trust is intended to qualify as a “qualified settlement fund” within the meaning of section 1.468B-I, *et seq.*, of the Treasury Regulations promulgated under section 468B of the IRC.

WHEREAS it is the intent of the Settlers, the APG Silica Trustee, the APG Silica Future Claimants Representative, and the member of the APG Silica TAC that the APG Silica Trust be administered, maintained, and operated at all times as a qualified settlement fund through mechanisms that provide reasonable assurance that the APG Silica Trust will value, and be in a financial position to pay, all APG Silica Trust Claims and Demands (collectively referred to herein as “APG Silica Trust Claims”) that involve similar claims in substantially the same manner in strict compliance with the terms of this APG Silica Trust Agreement.

WHEREAS the GIT Plan provides, among other things, for the complete treatment of all liabilities and obligations of the APG Entities with respect to APG Silica Trust Claims.

WHEREAS the Bankruptcy Court has determined that the APG Silica Trust and the GIT Plan satisfy all the prerequisites for the issuance of the Permanent Channeling Injunction and such injunction has been issued in connection with the Confirmation Order.

WHEREAS the Confirmation Order has been entered or affirmed by the District Court and such Confirmation Order has become a Final Order.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1

AGREEMENT OF TRUST

1.1 Creation and Name.

The Settlers hereby create a trust known as the “APG Silica Trust,” which is the APG Silica Trust provided for, and referred to, in the GIT Plan. The APG Silica Trustee of the APG Silica Trust may transact the business and affairs of the APG Silica Trust in the name “APG Silica Trust.”

1.2 Purpose.

The purpose of the APG Silica Trust is to assume the liabilities of the APG Entities for all APG Silica Trust Claims and to use the APG Silica Trust’s assets and income to pay holders of APG Silica Trust Claims in accordance with this APG Silica Trust Agreement and in such a way that all holders of similar APG Silica Trust Claims are treated in a substantially equivalent manner.

1.3 Transfer of Assets.

As provided in article 4.2.3 of the GIT Plan, after the Effective Date the Debtors will deliver to the APG Silica Trust the assets that will fund the APG Silica Trust.

1.4 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the APG Silica Trust, the APG Silica Trustee, on behalf of the APG Silica Trust, hereby expressly accepts the transfer and assignment to the APG Silica Trust of the APG Silica Trust Assets.

(b) In furtherance of the purposes of the APG Silica Trust, the APG Silica Trustee, on behalf of the APG Silica Trust, on and as of the Effective Date expressly assumes all liability for all APG Silica Trust Claims and all obligations owed by the APG Silica Trust under the GIT Plan, including but not limited to, any Indirect APG Silica Trust Claims. The APG Silica Trustee, on behalf of the APG Silica Trust, further agrees to indemnify the APG Entities pursuant to the Indemnification Agreement attached as Attachment A to this APG Silica Trust Agreement.

(c) Except as otherwise provided in the APG Silica TDP, the APG Silica Trust shall have all claims, rights or defenses regarding APG Silica Trust Claims that an APG Entity has or would have had under applicable law.

(d) No provision herein or in the APG Silica TDP shall be construed to mandate distributions on any claims or other actions that would contravene the APG Silica Trust's status as a qualified settlement trust within the meaning of Tres. Reg. 1-468B-1, *et seq.*

(e) Nothing in this APG Silica Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the GIT Plan or the APG Silica Trust's assumption of all liability with respect to the APG Silica Trust Claims.

ARTICLE 2

POWERS AND ADMINISTRATION OF THE APG SILICA TRUST

2.1 Powers.

(a) The APG Silica Trustee is, and shall act as, a fiduciary to the APG Silica Trust in accordance with the provisions of this APG Silica Trust Agreement and the GIT Plan. The APG Silica Trustee shall, at all times, administer the APG Silica Trust and the APG Silica Trust Assets in accordance with article 1.2 of this APG Silica Trust Agreement.

(b) Subject to the limitations set forth in this APG Silica Trust Agreement, the APG Silica Trustee shall have the power to take any and all actions that, in the judgment of the APG Silica Trustee, are necessary or proper to fulfill the purposes of the APG Silica Trust, including, without limitation, each power expressly granted in this article 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the Commonwealth of Pennsylvania.

(c) Except as required by applicable law or otherwise specified herein, the APG Silica Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(d) Without limiting the generality of article 2.1(a) above, and except as limited below, the APG Silica Trustee shall have the power to:

- (i) receive and hold the APG Silica Trust Assets;
- (ii) invest the monies held from time to time by the APG Silica Trust;
- (iii) sell, transfer, or exchange any or all of the APG Silica Trust Assets at such prices and upon such terms as the APG Silica Trustee may consider proper, consistent with the other terms of this APG Silica Trust Agreement;

(iv) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the APG Silica Trust to operate;

(v) pay liabilities and expenses of the APG Silica Trust, including, but not limited to, APG Silica Trust Expenses;

(vi) establish such funds, reserves(including indemnity reserves), and accounts within the estate of the APG Silica Trust, as deemed by the APG Silica Trustee to be useful in carrying out the purposes of the APG Silica Trust

(vii) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitratve, or other proceeding;

(viii) adopt and amend bylaws for the APG Silica Trust;

(ix) establish, supervise, and administer the APG Silica Trust in accordance with the APG Silica TDP, a copy of which is attached to the GIT Plan as Exhibit GIT D, and administer, amend, supplement, or modify the APG Silica TDP in accordance with the terms thereof;

(x) appoint such officers, hire such employees, and engage such legal, financial, accounting, investment, auditing, forecasting, and other consultants, alternative dispute resolution panelists, or agents as the business of the APG Silica Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the APG Silica Trustee permit and as the APG Silica Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this APG Silica Trust Agreement;

(xi) pay reasonable compensation to employees, legal, financial, accounting, investment, auditing, forecasting, and other consultants, advisors, and agents, including, without limitation, compensation at rates approved by the APG Silica Trustee for services rendered prior to the execution hereof;

(xii) compensate himself or herself, the member of the APG Silica TAC, the APG Silica Future Claimants Representative, and their respective employees, legal, financial, accounting, investment, and other advisors, consultants, independent contractors, and agents, and reimburse them for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder, including, without limitation, costs and expenses incurred prior to the execution hereof;

(xiii) execute and deliver such instruments as the APG Silica Trustee considers proper in administering the APG Silica Trust;

(xiv) enter into such other arrangements with third parties as are deemed by the APG Silica Trustee to be useful in carrying out the purposes of the APG Silica Trust, provided such arrangements do not conflict with any other provision of this APG Silica Trust Agreement;

(xv) in accordance with article 4.6 of this APG Silica Trust Agreement, indemnify (and purchase insurance indemnifying) (A) the APG Silica Trustee, and the officers and employees of the APG Silica Trust, and (B) the APG Silica Future Claimants Representative; the member of the APG Silica TAC; and any agents, advisors, and consultants of the APG Silica Trust, the APG Silica TAC, or the APG Silica Future Claimants Representative (the "Additional Indemnitees") to the fullest extent that a corporation or trust organized under the law of the APG Silica Trust's situs is entitled to indemnify and/or insure its directors, APG Silica Trustees, officers, employees, agents, advisors, and representatives;

(xvi) delegate any or all of the authority herein conferred with respect to the investment of all, or any portion of, the APG Silica Trust Assets to any one or more reputable individuals, or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in article 4.4 of this APG Silica Trust Agreement;

(xvii) consult with the Reorganized Debtors at such times and with respect to such issues relating to the conduct of the APG Silica Trust as the APG Silica Trustee considers desirable; and

(xviii) merge or contract with, or own an interest in, other claims resolution facilities that are not specifically created by this APG Silica Trust Agreement or the APG Silica TDP; *provided, however*, that such merger or contract shall not (A) subject any GIT Protected Party to any risk of having any APG Silica Trust Claim asserted against it, or (B) otherwise jeopardize the validity or enforceability of the Injunction.

(e) The APG Silica Trustee shall not have the power to guarantee any debt of other Persons.

(f) The APG Silica Trustee shall give the APG Silica TAC and the APG Silica Future Claimants Representative prompt notice of any act performed or taken pursuant to articles 2.1 (d)(vii), (viii), (ix), or (xvi).

2.2 General Administration.

(a) The APG Silica Trustee shall act in accordance with the APG Silica Trust Bylaws. To the extent not inconsistent with the terms of this APG Silica Trust Agreement, the APG Silica Trust Bylaws shall govern the affairs of the APG Silica Trust. In the event of an inconsistency between the APG Silica Trust Bylaws and this APG Silica Trust Agreement, this

APG Silica Trust Agreement shall govern. In the event of an inconsistency between the APG Silica Trust Bylaws or this APG Silica Trust Agreement and the GIT Plan, the GIT Plan shall govern.

(b) The APG Silica Trustee shall timely file such income tax and other returns and statements and comply with all withholding obligations, as required under the applicable provisions of the IRC and of any state law and the regulations promulgated thereunder, including, without limitation, all requirements necessary to qualify and maintain qualification of the APG Silica Trust as a qualified settlement fund, and shall timely pay all taxes required to be paid.

(c) The APG Silica Trustee shall timely account to the Bankruptcy Court as follows:

(i) The APG Silica Trustee shall cause to be prepared and filed under seal with the Bankruptcy Court, as soon as available, and in any event within 120 days following the end of each fiscal year, an annual report containing financial statements of the APG Silica Trust (including, without limitation, a balance sheet of the APG Silica Trust as of the end of such fiscal year and a statement of operations for such fiscal year) audited by a firm of independent certified public accountants selected by the APG Silica Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements' presentation of the cash and investments available for the payment of claims and as to the conformity of the financial statements with generally accepted accounting principles. The APG Silica Trustee shall provide a copy of such report to the APG Silica TAC, the APG Silica Future Claimants Representative, and the Reorganized Debtors, when such report is filed with the Bankruptcy Court.

(ii) Simultaneously with delivery of each set of financial statements referred to in article 2.2(c)(i) above, the APG Silica Trustee shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of claims disposed of during the period covered by the financial statements. When such report is filed, the APG Silica Trustee shall provide a copy of such report to the Office of the United States Trustee for the Western District of Pennsylvania, Pittsburgh Division, the APG Silica TAC, the APG Silica Future Claimants Representative, and the Reorganized Debtors.

(iii) If the Bankruptcy Court so orders, all materials required to be filed with the Bankruptcy Court by article 2.2(c)(i) shall be available for inspection by the public in accordance with procedures, if any, established by the Bankruptcy Court. Notwithstanding the foregoing, the APG Silica Trustees, on notice to the Office of the United States Trustee for the Western District of Pennsylvania, Pittsburgh Division; the APG Silica TAC; the APG Silica Future Claimants Representative; and the Reorganized Debtors may request that the Bankruptcy Court authorize the

filing under seal of any confidential materials or information related to the APG Silica Trust,

(iv) The Reorganized Debtors shall be entitled to disclose to insurers providing coverage for silica liabilities confidential materials or information provided to them by the APG Silica Trust, provided that such insurers have entered into an agreement, in a form agreed to by the Reorganized Debtors and the APG Silica Trust or determined by the Bankruptcy Court to be appropriate, to preserve the confidentiality of such information.

(d) Starting one year after the Effective Date, the APG Silica Trustee shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year, budget and cash flow projections covering such fiscal year and the succeeding four fiscal years. The APG Silica Trustee shall provide a copy of the budget and cash flow projections to the APG Silica TAC and the APG Silica Future Claimants Representative. The APG Silica Trustee also shall provide to the Reorganized Debtors, upon their reasonable request, a copy of the budget and cash flow projections, if the request is made in relation the Reorganized Debtors' or the APG Silica Trust's interest in or access to coverage under the insurance policies issued to GIT between 1997 and the Petition Date that are identified in Exhibit GIT E-3 to the Disclosure Statement.

(e) The APG Silica Trustee shall consult with the APG Silica TAC and the APG Silica Future Claimants Representative on (i) the implementation and administration of the APG Silica TDP, (ii) the implementation of this APG Silica Trust Agreement and the administration of the APG Silica Trust, and (iii) such other matters as may be required under this APG Silica Trust Agreement and/or the APG Silica TDP.

(f) The APG Silica Trustee shall be required to obtain the consent of the APG Silica TAC and the APG Silica Future Claimants Representative pursuant to the Consent Process set forth in articles 5.7(b) and 6.6(b) of this APG Silica Trust Agreement, in addition to any other instances elsewhere enumerated, in order to:

(i) change the Scheduled Diseases, Disease Levels, and/or Medical/Exposure Criteria set forth in section 5.3(a)(3) of the APG Silica TDP, and/or the Scheduled Values set forth in section 5.3(a)(3) of the APG Silica TDP;

(ii) establish and/or change the Claims Materials to be provided to the holders of APG Silica Trust Claims under section 6.1 of the APG Silica TDP;

(iii) require that APG Silica Trust claimants provide additional kinds of medical evidence pursuant to section 7.1 of the APG Silica TDP;

(iv) change the form of release to be provided pursuant to section 6.8 of the APG Silica TDP;

(v) terminate the APG Silica Trust pursuant to article 7.2 of this APG Silica Trust Agreement;

(vi) change the compensation and/or per diem of the member of the APG Silica TAC, the APG Silica Future Claimants Representative, or the APG Silica Trustee, other than to reflect cost-of-living increases or changes approved by the Bankruptcy Court or as otherwise provided herein;

(vii) take structural or other actions to minimize any tax on the assets held by the APG Silica Trust;

(viii) own an interest in a claims resolution organization, merge with any claims resolution organization formed by the APG Silica Trust with another claims resolution organization that is not specifically created by this APG Silica Trust Agreement or the APG Silica TDP, or to contract with another silica claims resolution organization or other entity that is not specifically created by this APG Silica Trust Agreement or the APG Silica TDP, or permit any other party to join in any claims resolution organization that is formed by the APG Silica Trust pursuant to this APG Silica Trust Agreement or the APG Silica TDP; *provided, however*, that such merger, contract, or joinder shall not (A) subject any of the APG Entities, or any successor or successors-in-interest thereto, to any risk of having any APG Silica Trust Claim asserted against them, or (B) otherwise jeopardize the validity or enforceability of the Injunctions; and *provided, further*, that the terms of such merger will require the surviving organization to make decisions about the allowability and value of claims in accordance with section 2.2 of the APG Silica TDP, which requires that such decisions be based on the provisions of the APG Silica TDP; or

(ix) amend this APG Silica Trust Agreement or the APG Silica TDP, including instituting a payment percentage, claims payment ratio, or other measure designed to manage the trust assets and ensure payment of claims in a manner consistent with the purposes of the APG Silica Trust.

(g) The APG Silica Trustee shall meet with the APG Silica TAC and the APG Silica Future Claimants Representative not less often than quarterly. The APG Silica Trustee, the APG Silica TAC, and the APG Silica Future Claimants Representative shall meet in the interim upon reasonable request of any of them.

(h) The APG Silica Trustee, upon notice from either the APG Silica TAC or the APG Silica Future Claimants Representative, shall, within a reasonable period of time, consider issues submitted by the APG Silica TAC or the APG Silica Future Claimants Representative.

(i) Periodically, but not less often than once a year, the APG Silica Trustee shall make available to the APG Silica Trust Claimants and other interested parties the number of APG Silica Trust Claims, by Disease Level, that has been resolved, both by individual review and

by arbitration, as well as by trial, indicating the amounts of the awards and the averages of the awards by jurisdiction.

2.3 Claims Administration.

The APG Silica Trustee shall proceed promptly to implement the APG Silica TDP.

2.4 Claims Reporting.

(a) It is the position of the Debtors, the ACC and the APG Silica Future Claimants Representative that neither the APG Silica Trust, the Reorganized Debtors nor the APG Silica Trust Funding Insurers will have any reporting obligations in respect of any settlements, payments or other awards by the APG Silica Trust, 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 (“MSP”), 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 (“MMSEA”).

(b) Prior to making any payments to any claimants, the APG Silica Trust shall seek a statement or ruling from the United States Department of Health and Human Services (“HHS”) that neither the APG Silica Trust, the Reorganized Debtors nor the APG Silica Trust Funding Insurers have any reporting obligations under MMSEA with respect to payments to the APG Silica Trust by the Reorganized Debtors or the APG Silica Trust Funding Insurers or payments by the APG Silica Trust with respect to settlements, payments or other awards by the APG Silica Trust to claimants. Unless and until there is definitive regulatory, legislative, or judicial authority (as embodied in a final non-appealable decision from the United States District Court, the United States Court of Appeals or the United States Supreme Court), or a letter or other written ruling from the Secretary of HHS, confirming that the Reorganized Debtors and the APG Silica Trust Funding Insurers have no reporting obligations under MMSEA with respect to any settlements, payments, or other awards made by the APG Silica Trust or with respect to contributions the Debtors, the Reorganized Debtors and the APG Silica Trust Funding Insurers have made or will make to the APG Silica Trust, the APG Silica Trust shall, at its sole expense, act as a reporting agent for the Reorganized Debtors and/or the APG Silica Trust Funding Insurers, as applicable, and shall timely submit all reports that it, and/or the Reorganized Debtors and/or the APG Silica Trust Funding Insurers, is/are required to make under MMSEA on account of any settlements, payments or other awards by the APG Silica Trust or with respect to contributions to the APG Silica Trust including, but not limited to, reports that would be required if the Reorganized Debtors and the APG Silica Trust Funding Insurers were determined to be “applicable plans” for purposes of MMSEA, or any of the Reorganized Debtors and/or the APG Silica Trust Funding Insurers were otherwise found to have MMSEA reporting requirements. The APG Silica Trust, in its role as reporting agent for the Reorganized Debtors and the APG Silica Trust Funding Insurers, shall follow all applicable guidance published by 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 MMSEA (collectively, “CMS”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(c) If the APG Silica Trust is required to act as a reporting agent for the Reorganized Debtors or the APG Silica Trust Funding Insurers pursuant to the provisions of Section 2.4(b) above, then: (i) the APG Silica Trust shall provide a written certification to each of the Reorganized Debtors and the APG Silica Trust Funding Insurers within ten (10) days following the end of each calendar quarter for which such reporting is required, (x) confirming that all reports to CMS required by Section 2.4(b) have been submitted in a timely fashion, and identifying any reports that were rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance, and (y) identifying any payments to Medicare benefits recipients or Medicare-eligible beneficiaries that the APG Silica Trust did not report to CMS; but (ii) subject to Section 2.4(d) below, if the APG Silica Trust corrects all reports that were rejected or otherwise identified as noncompliant by CMS or otherwise causes them to be accepted by CMS in a timely manner, the APG Silica Trust will have no obligation to provide to the Reorganized Debtors and/or the APG Silica Trust Funding Insurers any information regarding any APG Silica Trust claims. With respect to any reports that were rejected or otherwise identified as noncompliant by CMS, the APG Silica Trust shall (xx) timely inform the Reorganized Debtors and the APG Silica Trust Funding Insurers of the rejection or alleged noncompliance, and (yy) timely remedy any issues of noncompliance identified by CMS and resubmit such reports to CMS, and, upon request by the Reorganized Debtors or the APG Silica Trust Funding Insurers, provide the Reorganized Debtors or the APG Silica Trust Funding Insurers copies of such resubmissions; provided, however, that the APG Silica Trust may redact from such copies the names, Social Security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the injured parties, claimants, guardians, conservators and/or other personal representatives, as applicable. In the event the APG Silica Trust is unable to remedy any issue of non-compliance, the provisions of Section 2.4(d) below shall apply.

(d) If any such reports are rejected or otherwise identified as noncompliant by CMS and the APG Silica Trust fails to correct such reports or otherwise cause them to be accepted by CMS in a timely manner, or if CMS communicates to the APG Silica Trust, the Reorganized Debtors or any of the APG Silica Trust Funding Insurers a concern with respect to the sufficiency or timeliness of such reporting which is not remedied in a timely manner, or there appears to the Reorganized Debtors or any of the APG Silica Trust Funding Insurers a reasonable basis for a concern with respect to the sufficiency or timeliness of such reporting or non-reporting based upon the information received pursuant to Section 2.4(c) or (d) or other credible information which is not remedied in a timely manner, then each of the Reorganized Debtors and the APG Silica Trust Funding Insurers shall have the right to submit its own reports to CMS under MMSEA or MSP, and the APG Silica Trust shall provide to any party that elects to file its own reports such information as the electing party may require in order to comply with MMSEA or MSP, including, without limitation, the full reports filed by the APG Silica Trust pursuant to Section 2.4(a) and rejected by CMS without any redactions. The Reorganized Debtors and the APG Silica Trust Funding Insurers shall keep any information they receive from the APG Silica Trust pursuant to this Section 2.4(d) confidential and shall not use such information for any purpose other than meeting obligations under MMSEA or MSP.

(e) If the APG Silica Trust is required to act as a reporting agent for the Reorganized Debtors or the APG Silica Trust Funding Insurers pursuant to the provisions of

Section 2.4(b) above, the APG Silica Trust shall make the reports and provide the certifications required by Sections 2.4(b) and (c) above until the earlier of (i) such time as each of the Reorganized Debtors and the APG Silica Trust Funding Insurers for which reporting is being made all determine, in their reasonable judgment, that they have no further legal obligation under MMSEA or otherwise to report any settlements, payments or other awards or (ii) the APG Silica Trust, the Reorganized Debtors and/or the APG Silica Trust Funding Insurers, as applicable, obtain definitive regulatory, legislative, or judicial authority (as embodied in a final non-appealable decision from the United States District Court, the United States Court of Appeals or the United States Supreme Court), or a letter or other written ruling from the Secretary of HHS, that none of them has further legal obligation under MMSEA or otherwise to report any settlements, payments or other awards.

(f) Section 2.4(a) above is intended to be purely prophylactic in nature, and does not imply, and shall not constitute an admission, that the Reorganized Debtors and/or the APG Silica Trust Funding Insurers are in fact “applicable plans” within the meaning of MMSEA, or that they have any legal obligation to report any actions undertaken by the APG Silica Trust or contributions to the APG Silica Trust under MMSEA or any other statute or regulation.

(g) If the APG Silica Trust is required to act as a reporting agent for the Reorganized Debtors or the APG Silica Trust Funding Insurers, then such entities shall take all steps necessary and appropriate as required by CMS to permit any reports contemplated by this section to be filed, including providing the APG Silica Trust with any necessary information that may be provided by CMS’s Coordination of Benefits Contractor (the “COBC”) to effectuate reporting. The APG Silica Trust shall have no obligation to report under section 2.4(b) with respect to any such entity that has not provided such information, but only so long as such entity has not provided such information; and the APG Silica Trust shall have no indemnification obligation under Section 2.6 below to such Reorganized Debtor or APG Silica Trust Funding Insurer for any penalty, interest or sanction that may arise solely on account of such Reorganized Debtor’s or APG Silica Trust Funding Insurer’s failure to timely provide such information to the APG Silica Trust in response to a timely request by the APG Silica Trust for such information.

(h) Compliance with the provisions of this Section 2.4 shall be a material obligation of the APG Silica Trust in favor of the APG Silica Trust Funding Insurers under any settlement agreement between any of those insurers and any of the Debtors which authorize funding to the APG Silica Trust.

2.5 Payment of MSP Obligations.

(a) The Trustee shall obtain prior to remittance of funds to claimants' counsel or the claimant, if pro se, in respect of any APG Silica Trust Claim 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 under MSP or any related rules, regulations, or guidance, in connection with, or relating to, such APG Silica Trust Claim. The APG Silica Trust shall provide a quarterly certification of its compliance with this section to each of the Reorganized Debtors and the APG Silica Trust Funding Insurers but shall have no obligation to determine, by audit or otherwise, compliance by claimants or their counsel with their certification to the Trust. In the event the Reorganized Debtors and/or any of the APG Silica Trust Funding Insurers desire

to audit the APG Silica Trust's compliance with this section, those of the Debtors and/or the APG Silica Trust Funding Insurers desiring such an audit shall collectively identify a single representative (which can be an individual or an entity) to perform a reasonable audit of such compliance; and, no more often than quarterly, the APG Silica Trust shall permit such a reasonable audit. Any reasonable audit conducted pursuant to this section shall be based upon information regarding a random sample of claimants whose claims were paid by the APG Silica Trust during the preceding quarterly period, and such random sample shall be the greater of (x) 35% of the total number of claimants whose claims were processed by the APG Silica Trust during the preceding quarterly period or (y) ten (10) claims, or the actual number of claims paid by the APG Silica Trust during the preceding quarterly period if less than ten (10), unless errors, irregularities or deficiencies are found when using the random sample. Any report of any reasonable audit conducted pursuant to this section shall be made available to all entities that are entitled to seek such an audit under this section.

(b) Compliance with the provisions of this section 2.5 shall be a material obligation of the APG Silica Trust in favor of the APG Silica Trust Funding Insurers under the settlement agreements between any of those insurers and any of the Debtors which authorize funding to the APG Silica Trust.

2.6 Indemnification for Medicare Claims Reporting and Payment Obligations.

The APG Silica Trust shall defend, indemnify and hold harmless the Reorganized Debtors and the APG Silica Trust Funding Insurers from any claims in respect of Medicare claims reporting and payment obligations in connection with APG Silica Trust Claims, including any obligations owing or potentially owing under MMSEA or MSP or any related rules, regulations, or guidance issued in connection therewith, or relating thereto, and any claims arising from or related to the APG Silica Trust's obligations under Sections 2.4 or 2.5 of this APG Silica Trust Agreement.

ARTICLE 3

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 Accounts.

The APG Silica Trustee may create, from time to time, such accounts and reserves within the estate of the APG Silica Trust as the APG Silica Trustee may deem necessary, prudent, or useful in order to provide for the payment of expenses and valid APG Silica Trust Claims and may, with respect to any such account or reserve, restrict the use of monies therein.

3.2 Investments.

Investment of monies held in the APG Silica Trust shall be administered in the manner in which individuals of ordinary prudence, discretion, and judgment would act in the management of their own affairs, subject to the following limitations and provisions:

(a) The APG Silica Trust shall not acquire or hold, directly or indirectly, equity in any Person or business enterprise if, immediately following such acquisition, the APG Silica Trust would hold more than 5% of the equity in such Person or business enterprise.

(b) The APG Silica Trust shall not acquire or hold for longer than ninety (90) days any long-term debt securities unless (i) such securities are rated “Baa” or higher by Moody’s, or “BBB” or higher by S&P’s, or have been given an equivalent investment grade rating by another nationally recognized credit rating agency or (ii) such securities have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof. This restriction shall not apply to any pooled investment vehicles where pooled assets receive a “BBB” rating or above by a nationally recognized credit rating agency. In collateralized pools of assets, it is the rating of a particular investment tranche that is the subject of the investment grade restriction.

(c) The APG Silica Trust shall not acquire, or hold for longer than 90 days, any commercial paper unless such commercial paper is rated “Prime-1” or higher by Moody’s, or “A-1” or higher by S&P’s, or has been given an equivalent rating by another nationally recognized credit rating agency.

(d) The APG Silica Trust shall not acquire or hold any common or preferred stock or convertible securities unless such stock or securities are rated “A” or higher by Moody’s, or “A” or higher by S&P’s, or have been given an equivalent investment grade rating by another nationally recognized credit rating agency.

(e) The APG Silica Trust shall not acquire or hold any securities or other instruments issued by any Person (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof) if, following such acquisition, the aggregate market value of all securities and instruments issued by such Person held by the APG Silica Trust would exceed 2% of the aggregate value of the assets in the APG Silica Trust.

(f) The APG Silica Trust shall not acquire or hold any certificates of deposit unless all publicly held, long-term debt securities, if any, of the financial institution issuing the certificate of deposit and the holding company, if any, of which such financial institution is a subsidiary, meet the standards set forth in article 3.2(b) of this APG Silica Trust Agreement.

(g) The APG Silica Trust shall not acquire or hold any repurchase obligations unless, in the opinion of the APG Silica Trustee, they are adequately collateralized.

3.3 Source of Payments.

All APG Silica Trust Expenses and payments, and all liabilities with respect to APG Silica Trust Claims, shall be payable solely by the APG Silica Trust out of the assets in the APG Silica Trust. Except as specifically provided herein, neither the GIT Protected Parties nor the APG Silica Trustee, nor any of their officers, agents, advisors, or employees, shall be liable for the payment of any Trust Expense or any other liability of the APG Silica Trust, except as provided in article 4.2.5 of the GIT Plan.

ARTICLE 4

APG SILICA TRUSTEE

4.1 Number.

There shall be one APG Silica Trustee. The initial APG Silica Trustee is identified in the signature block of this APG Silica Trust Agreement.

4.2 Term of Service.

(a) The initial APG Silica Trustee named pursuant to article 4.1 of this APG Silica Trust Agreement shall serve a term of five (5) years. Thereafter, each term of service shall be five (5) years. The initial APG Silica Trustee shall serve from the Effective Date until the earlier of (i) the end of his or her term, (ii) his or her death, (iii) his or her resignation pursuant to article 4.2(c) of this APG Silica Trust Agreement, (iv) his or her removal pursuant to article 4.2(d) of this APG Silica Trust Agreement, or (v) the termination of the APG Silica Trust pursuant to article 7.2 of this APG Silica Trust Agreement. The APG Silica Trustee may serve successive terms.

(b) The APG Silica Trustee may resign at any time by written notice to the APG Silica TAC and to the APG Silica Future Claimants Representative. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The APG Silica Trustee may be removed by unanimous vote of the member of the APG Silica TAC and the APG Silica Future Claimants Representative, in the event that the APG Silica Trustee becomes unable to discharge his or her duties hereunder due to accident, physical or mental deterioration, or for other good cause.

(d) Good cause shall be deemed to include, without limitation, any substantial failure to comply with article 2.2 of this APG Silica Trust Agreement, a consistent pattern of neglect and failure to perform or participate in performing the duties of the APG Silica Trustee hereunder, or repeated failure to attend scheduled meetings. Such removal shall require the approval of Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

4.3 Appointment of Successor APG Silica Trustee.

(a) In the event of a vacancy in the position of APG Silica Trustee, the vacancy shall be filled by the agreement of the APG Silica TAC and the APG Silica Future Claimants Representative.

(b) In the event the APG Silica TAC and the APG Silica Future Claimants Representative cannot agree on the appointment of a successor APG Silica Trustee, the Bankruptcy Court shall make the appointment, after application to the Bankruptcy Court via motion of the APG Silica TAC and/or the APG Silica Future Claimants Representative, notice

thereof to the APG Silica TAC and the APG Silica Future Claimants Representative and hearing thereon.

(c) Immediately upon the appointment of any successor APG Silica Trustee, all rights, titles, duties, powers, and authority of the predecessor APG Silica Trustee hereunder shall be vested in, and undertaken by, the successor APG Silica Trustee without any further act. No successor APG Silica Trustee shall be liable personally for any act or omission of his or her predecessor APG Silica Trustee.

(d) Each successor APG Silica Trustee shall serve until the earlier of (i) the end of a full term of five (5) years if the predecessor to such APG Silica Trustee has completed his or her term, (ii) the end of the remainder of the term of the predecessor APG Silica Trustee whom he or she is replacing if such APG Silica Trustee did not complete his or her term, (iii) his or her death, (iv) his or her resignation pursuant to article 4.2(b) of this APG Silica Trust Agreement, (v) his or her removal pursuant to article 4.2(c) of this APG Silica Trust Agreement, or (vi) termination of the APG Silica Trust pursuant to article 7.2(b) of this APG Silica Trust Agreement.

4.4 Liability of APG Silica Trustee, Officers, and Employees.

No APG Silica Trustee, officer, or employee of the APG Silica Trust, member of the APG Silica TAC, or person serving as APG Silica Future Claimants Representative shall be liable to the APG Silica Trust, to any person holding a APG Silica Trust Claim, or to any other Person, except for such individual's own breach of trust committed in bad faith or willful misappropriation.

Such protection may, in the discretion of the APG Silica Trustee, be extended to the agents, advisors, or consultants of the APG Silica Trust, the APG Silica TAC, or the APG Silica Future Claimants Representative. No APG Silica Trustee, officer, or employee of the APG Silica Trust, member of the APG Silica TAC, or person serving as APG Silica Future Claimants Representative shall be liable for any act or omission of any other officer, employee, agent, or consultant of the APG Silica Trust or the APG Silica Future Claimants Representative, unless the APG Silica Trustee, officer, employee of the APG Silica Trust, member of the APG Silica TAC, or the APG Silica Future Claimants Representative, respectively, acted with bad faith in the selection or retention of such officer, employee, agent, or consultant.

4.5 Compensation and Expenses of APG Silica Trustee.

(a) The APG Silica Trustee of the APG Silica Trust shall receive compensation from the APG Silica Trust for his or her services as APG Silica Trustee hourly compensation at a rate initially not to exceed \$500.00 for time expended in connection with APG Silica Trust business. The compensation payable to the APG Silica Trustee shall be reviewed annually by the APG Silica Trustee, APG Silica TAC, and APG Silica Future Claimants Representative, and appropriately adjusted to reflect changes in-the cost of living as measured by the consumer price index established by the Government of the United States.

(b) The APG Silica Trust will promptly reimburse the APG Silica Trustee for all reasonable out-of-pocket costs and expenses incurred by the APG Silica Trustee in connection with the performance of his or her duties hereunder.

(c) The APG Silica Trust will include a description of the amounts paid under this article 4.5 in the reports to be filed with the Bankruptcy Court and provided to the APG Silica TAC, the APG Silica Future Claimants Representative, and the Reorganized Debtors, pursuant to article 2.2(c)(i) of this APG Silica Trust Agreement.

4.6 Indemnification of APG Silica Trustee and Additional Indemnitees.

(a) The APG Silica Trust shall indemnify and defend the APG Silica Trustee and the APG Silica Trust's officers and employees against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties hereunder, or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, and funding of the APG Silica Trust. The APG Silica Trust shall indemnify and defend the APG Silica Trustee and the APG Silica Trust's officers and employees to the fullest extent that a corporation or trust organized under the laws of the APG Silica Trust's situs is entitled to indemnify and defend its directors, APG Silica Trustees, officers, and employees. Notwithstanding the foregoing two sentences, neither the APG Silica Trustee nor the officers or employees of the APG Silica Trust shall not be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which they are ultimately liable under article 4.4 of this APG Silica Trust Agreement.

(b) Any of the Additional Indemnitees, who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative, or arbitral action, by reason of any act or omission of such Additional Indemnitees with respect to (i) the Reorganization Cases, and any act or omission undertaken by them prior to the Effective Date, (ii) the liquidation of any APG Silica Trust Claims, (iii) the administration of the APG Silica Trust and the implementation of the APG Silica TDP, or (iv) any activities in connection with this APG Silica Trust Agreement, shall be indemnified and defended by the APG Silica Trust, to the fullest extent that a corporation or trust organized under the laws of the APG Silica Trust's situs is from time to time entitled to indemnify and defend its officers, directors, APG Silica Trustees, and employees. The APG Silica Trust's obligation to indemnify any such Additional Indemnity includes the obligation to indemnify and defend against reasonable expenses, costs, and fees (including attorneys' fees and costs), judgments, awards, and amounts paid in settlement, and liabilities of all kinds incurred by each Additional Indemnitee in connection with, or resulting from such action, suit, or proceeding, if he or she acted in good faith and in a manner such Additional Indemnitee reasonably believed to be in, or not opposed to, the best interests of the holders of APG Silica Trust Claims whom the Additional Indemnitees represent. Notwithstanding the foregoing, no Additional Indemnitee shall be indemnified in any way for any liability, expense, claim, damage, or loss for which they are ultimately liable under article 4.4 of this APG Silica Trust Agreement.

(c) Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of the APG Silica Trustee, or any officer or employee of the APG Silica Trust, or Additional Indemnitee in connection with any action, suit, or proceeding, whether civil,

administrative, or arbitral, from which they are indemnified by the APG Silica Trust pursuant to this article 4.6, shall be paid by the APG Silica Trust in advance of the final disposition thereof upon receipt of an undertaking by, or on behalf of such APG Silica Trustee or Additional Indemnatee, to repay such amount in the event that it shall be determined ultimately by Final Order that such APG Silica Trustee, officer, or employee of the APG Silica Trust or Additional Indemnatee is not entitled to be indemnified by the APG Silica Trust.

(d) Any indemnification under article 4.6(a) of this APG Silica Trust Agreement shall be made by the APG Silica Trust upon a determination, which determination shall not be unreasonably withheld or delayed, by the APG Silica Trustee that indemnification of such Person is proper under the circumstances.

(e) The APG Silica Trustee shall purchase and maintain reasonable amounts and types of insurance on behalf of an individual who is or was a APG Silica Trustee, officer, or employee of the APG Silica Trust, the member of the APG Silica TAC, the APG Silica Future Claimants Representative (such insurance coverage to be effective from the date of his appointment), agent, representative, attorney, advisor, or consultant of the APG Silica Trust, or Additional Indemnatee against liability asserted against, or incurred by, such individual in that capacity or arising from his or her status as APG Silica Trustee, APG Silica Future Claimants Representative, officer, or employee of the APG Silica Trust, or Additional Indemnatee. Such insurance policies shall be satisfactory in all respects to the APG Silica Future Claimants Representative, and in the event that any such policy or policies are not satisfactory to the APG Silica Future Claimants Representative, in his sole discretion, then the APG Silica Future Claimants Representative is authorized to obtain, at the sole cost and expense of the APG Silica Trust, such alternative or additional coverage as is satisfactory to the APG Silica Future Claimants Representative.

4.7 APG Silica Trustee's Lien.

The APG Silica Trustee, the officers and employees of the APG Silica Trust, and Additional Indemnitees shall have a first-priority lien upon the APG Silica Trust Assets to secure the payment of any amounts payable to them pursuant to article 4.5 or 4.6 of this APG Silica Trust Agreement.

4.8 APG Silica Trustee's Employment of Experts.

The APG Silica Trustee may, but shall not be required to, retain and/or consult with counsel, accountants, appraisers, auditors, and forecasters, and other parties deemed by the APG Silica Trustee to be qualified as experts on the matters submitted to them, and the opinion of any such parties on any matters submitted to them by the APG Silica Trustee shall be full and complete authorization and protection in respect of any action taken or not taken by the APG Silica Trustee hereunder in good faith and in accordance with the written opinion of any such party.

4.9 APG Silica Trustee's Independence.

No APG Silica Trustee shall, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for, the Reorganized Debtors or any of their respective parents or affiliates.

No APG Silica Trustee shall act as an attorney for any Person who holds an APG Silica Trust Claim.

4.10 Bond.

The APG Silica Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

ARTICLE 5

TRUST ADVISORY COMMITTEE

5.1 Members.

The APG Silica TAC shall consist of one member. The initial member of the APG Silica TAC shall be Bryan O. Blevins, Jr.

5.2 Duties.

The APG Silica TAC shall serve in a fiduciary capacity representing all holders of present APG Silica Trust Claims. The APG Silica Trustee shall be required to consult with the APG Silica TAC on matters identified in article 2.2(e) of this APG Silica Trust Agreement and in other provisions herein, and shall be required to obtain the consent of the APG Silica TAC on matters identified in article 2.2(f) of this APG Silica Trust Agreement. Where provided in the APG Silica TDP, certain other actions by the APG Silica Trustee are also subject to the consent of the APG Silica TAC.

5.3 Term of Office.

(a) The term of service for the initial member of the APG Silica TAC, and for all subsequent members of the APG Silica TAC, shall be five (5) years. A member of the APG Silica TAC shall serve until the earlier of (i) the end of his or her term, (ii) his or her death, (iii) his or her resignation pursuant to article 5.3(b) of this APG Silica Trust Agreement, (iv) his or her removal pursuant to article 5.3(c) of this APG Silica Trust Agreement, or (v) the termination of the APG Silica Trust pursuant to article 7.2 of this APG Silica Trust Agreement.

(b) A member of the APG Silica TAC may resign at any time by written notice to the APG Silica Trustee and the APG Silica Future Claimants Representative. Such notice shall specify a date when such resignation shall take effect, which, where practicable, shall not be less than ninety (90) days after the date such notice is given.

(c) A member of the APG Silica TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical or mental deterioration, or other good cause, such as a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, or repeated nonattendance at scheduled meetings. Such removal shall be made with the approval of the Bankruptcy Court.

5.4 Appointment of Successor.

In the event of a vacancy caused by the resignation or term expiration of an APG Silica TAC member, his or her successor shall be selected by the APG Silica TAC member who is resigning or whose term is expiring, or by his or her law firm in the event such member has not pre-selected a successor. If neither the member nor the member's law firm makes a selection, the member or the member's law firm shall request that the Bankruptcy Court appoint the successor.

In the event of a vacancy caused by removal or death of an APG Silica TAC member, or in the event that a resigning or retiring member does not name his or her successor, the APG Silica Trustee and/or the APG Silica Future Claimants Representative shall request that the Bankruptcy Court appoint the successor.

Each successor APG Silica TAC member shall serve until the earlier of (a) the end of a full term of five (5) years if his or her predecessor member completed his or her term, (b) the end of the remainder of the term of the member whom he or she is replacing if said predecessor member did not complete said term, (c) his or her death, (d) his or her resignation pursuant to article 5.3(b) of this APG Silica Trust Agreement, (e) his or her removal pursuant to article 5.3(c) of this APG Silica Trust Agreement, or (f) the termination of the APG Silica Trust pursuant to article 7.2 of this APG Silica Trust Agreement.

5.5 APG Silica TAC's Employment of Professionals.

(a) The APG Silica TAC may, but is not required to, retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, financial and investment advisors, and such other parties deemed by the APG Silica TAC to be qualified as experts on matters submitted to the APG Silica TAC (collectively, the "APG Silica TAC Professionals"). The APG Silica TAC and the APG Silica TAC Professionals shall at all times have complete access to the APG Silica Trust's officers, employees, and agents, as well as to the APG Silica TAC Professionals retained by the APG Silica Trust, and shall also have complete access to all information generated by them or otherwise available to the APG Silica Trust or the APG Silica Trustee; *provided, however*, that nothing herein shall grant the APG Silica TAC or APG Silica TAC Professionals access to privileged attorney-client communications or advice provided by counsel to the APG Silica Trust. In the absence of gross negligence, the written opinion of, or information provided by, any APG Silica TAC Professional deemed by the APG Silica TAC to be qualified as an expert on the particular matter submitted to the APG Silica TAC shall be full and complete authorization and protection in support of any action taken or not taken by the APG Silica TAC in good faith and in accordance with the written opinion of, or information provided by, the APG Silica TAC Professional.

(b) The APG Silica Trust shall promptly reimburse, or pay directly if so instructed, the APG Silica TAC for all reasonable fees and costs associated with the APG Silica TAC's employment of legal counsel pursuant to the above provision in connection with the APG Silica TAC's performance of its duties hereunder. The APG Silica Trust shall also promptly reimburse, or pay directly if so instructed, the APG Silica TAC for all reasonable fees and costs associated with the APG Silica TAC's employment of any other APG Silica TAC Professional pursuant to the above provision in connection with the APG Silica TAC's performance of its duties hereunder; *provided, however*, that (i) the APG Silica TAC has first submitted to the APG Silica Trust a written request for such reimbursement setting forth the reasons (A) why the APG Silica TAC desires to employ such APG Silica TAC Professional, and (B) why the APG Silica TAC cannot rely on professionals retained by the APG Silica Trust to meet the need of the APG Silica TAC for such expertise or advice, and (ii) the APG Silica Trust has approved the APG Silica TAC's request for reimbursement in writing. If the APG Silica Trust agrees to pay for the APG Silica TAC Professional, such reimbursement shall be treated as an APG Silica Trust Expense. If the APG Silica Trust declines to pay for the APG Silica TAC Professional, it must set forth its reasons in writing. If the APG Silica TAC still desires to employ such APG Silica TAC Professional as an APG Silica Trust Expense, the APG Silica TAC and/or the APG Silica Trustee shall resolve their dispute pursuant to article 7.13 of this APG Silica Trust Agreement.

5.6 Compensation and Expenses of the APG Silica TAC.

The initial compensation rate for the member of the APG Silica TAC shall be \$500.00 for each hour spent in connection with his or her duties as a member of the APG Silica TAC, which rate of compensation shall be reviewed annually by the APG Silica Trustee, the APG Silica TAC, and the APG Silica Future Claimants Representative and appropriately adjusted to reflect changes in the cost of living as measured by the consumer price index established by the Government of the United States. The member of the APG Silica TAC also shall be reimbursed promptly for all reasonable out-of-pocket costs and expenses incurred in connection with the performance of his or her duties hereunder. Such reimbursement or direct payment shall be deemed an APG Silica Trust Expense.

The APG Silica Trust shall include a description of the amounts paid under this article 5.6 in the accounts to be filed with the Bankruptcy Court and provided to the APG Silica Trustee, the APG Silica Future Claimants Representative, and the Reorganized Debtors, pursuant to article 2.2(c)(i) of this APG Silica Trust Agreement.

5.7 Procedures for Consultation with, and Obtaining the Consent of, the APG Silica TAC.

(a) Consultation Process.

(i) In the event the APG Silica Trustee is required to consult with the APG Silica TAC pursuant to article 2.2(e) of this APG Silica Trust Agreement or on other matters as provided herein, the APG Silica Trustee shall provide the APG Silica TAC with written advance notice of the matter under consideration and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The APG Silica Trustee also shall provide the APG Silica TAC

with such reasonable access to professionals and other experts retained by the APG Silica Trust and its staff (if any) as the APG Silica TAC may reasonably request during the time that the APG Silica Trustee is considering such matter, and also shall provide the APG Silica TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the APG Silica Trustee.

(ii) The APG Silica Trustee shall take into consideration the time required for the APG Silica TAC to engage and consult, if its member so wishes, with its own independent financial or investment advisors as to such matter.

(b) Consent Process.

(i) In the event the APG Silica Trustee is required to obtain the consent of the APG Silica TAC pursuant to article 2.2(f) of this APG Silica Trust Agreement, the APG Silica Trustee shall provide the APG Silica TAC with a written notice stating that their consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the APG Silica Trustee proposes to take, and explaining in detail the reasons why the APG Silica Trustee desires to take such action. The APG Silica Trustee shall provide the APG Silica TAC as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The APG Silica Trustee also shall provide the APG Silica TAC with such reasonable access to professionals and other experts retained by the APG Silica Trust and its staff (if any) as the APG Silica TAC may reasonably request during the time that the APG Silica Trustee is considering such action, and also shall provide the APG Silica TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the APG Silica Trustee.

(ii) [Reserved]

(iii) The APG Silica TAC shall consider in good faith and in a timely fashion any request for its consent by the APG Silica Trustee, and shall in any event advise the APG Silica Trustee in writing of its consent or its objection to the proposed action within thirty (30) days of receiving the original request for consent from the APG Silica Trustee. The APG Silica TAC may not withhold its consent unreasonably. If the APG Silica TAC decides to withhold its consent, it shall explain in detail its objections to the proposed action. If the APG Silica TAC does not advise the APG Silica Trustee in writing of its consent or its objections to the action within thirty (30) days of receiving notice regarding such request, the APG Silica TAC's consent to the proposed actions shall be deemed to have been affirmatively granted.

(iv) If, after following the procedures specified in this article 5.7(b), the APG Silica TAC continues to object to the proposed action and to withhold its consent to the proposed action, the APG Silica Trustee and/or the APG Silica TAC shall resolve their dispute pursuant to article 7.13 of this APG Silica Trust

Agreement. However, the burden of proof with respect to the validity of the APG Silica TAC's objection and withholding of its consent shall be on the APG Silica TAC.

ARTICLE 6

THE APG SILICA FUTURE CLAIMANTS REPRESENTATIVE

6.1 Duties.

The APG Silica Future Claimants Representative shall serve in a fiduciary capacity, representing the interests of the future APG Silica Trust Claimants, for the purpose of protecting the rights of persons that might subsequently assert future and unknown Demands. The APG Silica Trustee shall consult with the APG Silica Future Claimants Representative on matters identified in article 2.2(e) of this APG Silica Trust Agreement, shall obtain the consent of the APG Silica Future Claimants Representative on matters identified in article 2.2(f) of this APG Silica Trust Agreement, and may consult with the APG Silica Future Claimants Representative on any matter affecting the APG Silica Trust. Where provided in this APG Silica Trust Agreement or the APG Silica TDP, certain actions of the APG Silica Trustee are subject to the consent of the APG Silica Future Claimants Representative.

6.2 Term of Office.

(a) The APG Silica Future Claimants Representative shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to article 6.2(b) of this APG Silica Trust Agreement, (iii) his or her removal pursuant to article 6.2(c) of this APG Silica Trust Agreement, or (iv) the termination of the APG Silica Trust pursuant to article 7.2 of this APG Silica Trust Agreement.

(b) The APG Silica Future Claimants Representative may resign at any time by written notice to the APG Silica Trustee. Such notice shall specify a date when such resignation shall take effect, which, where practicable, shall not be less than ninety (90) days after the date such notice is given.

(c) The APG Silica Future Claimants Representative may be removed in the event he or she becomes unable to discharge his or her duties hereunder due to accident, physical or mental deterioration, or other good cause, such as a consistent pattern of neglect and failure to perform or to participate in performing the duties hereunder, or repeated nonattendance at scheduled meetings. Such removal shall be made by the decision of the APG Silica Trustee.

6.3 Appointment of Successor.

A vacancy caused by resignation shall be filled prior to the effective date of such resignation with an individual nominated by the resigning APG Silica Future Claimants Representative. A vacancy for any other reason, or in the absence of a nomination by the APG Silica Future Claimants Representative, shall be filled with an individual selected by the APG Silica Trustee with the consent of the member of the APG Silica TAC. In the event the APG Silica TAC does not consent to the nomination of the replacement APG Silica Future Claimants

Representative, the APG Silica Trustee shall request that the Bankruptcy Court appoint the APG Silica Future Claimants Representative. The successor APG Silica Future Claimants Representative shall, in any case, be subject to Bankruptcy Court approval.

6.4 APG Silica Future Claimants Representative's Employment of Professionals.

Subject to the conditions in article 6.5(b) of this APG Silica Trust Agreement, the APG Silica Future Claimants Representative may retain and/or consult with counsel, accountants, appraisers, financial and investment advisors, auditors, forecasters, silica experts and other parties deemed by the APG Silica Future Claimants Representative to be qualified as experts (the "APG Silica Future Claimants Representative Professionals") on matters submitted to them, and the opinion of any such parties on any matters submitted to them shall be full and complete authorization and protection in support of any action taken or not taken by the APG Silica Future Claimants Representative hereunder in good faith and in accordance with the written opinion of any such party and in the absence of gross negligence. The APG Silica Future Claimants Representative and his or her experts shall at all times have complete access to the APG Silica Trust's officers, employees, and agents, and the accountants, appraisers, auditors, forecasters, and other experts retained by the APG Silica Trust as well as all information generated by them or otherwise available to the APG Silica Trust or APG Silica Trustee; *provided, however*, that nothing herein shall grant the APG Silica Future Claimants Representative or the APG Silica Future Claimants Representative Professionals access to privileged attorney -client communications or advice provided by counsel to the APG Silica Trust.

6.5 Compensation and Expenses of the APG Silica Future Claimants Representative.

(a) The initial compensation rate for the APG Silica Future Claimants Representative shall be \$500.00 for each hour spent in connection with his duties as APG Silica Future Claimants Representative; *provided, however*, that time spent traveling shall be paid at one-half of the hourly rate then in effect for work performed by the APG Silica Future Claimants Representative. The rate of compensation payable to the APG Future Claimants Representative shall be reviewed annually by the APG Silica Trustee, APG Silica TAC, and APG Silica Future Claimants Representative, and appropriately adjusted to reflect changes in the cost of living as measured by the consumer price index established by the Government of the United States. The APG Silica Trust will promptly reimburse, or pay directly if so instructed, the APG Silica Future Claimants Representative for all reasonable out-of-pocket costs and expenses, including fees and costs associated with employment of legal counsel in connection with the performance of his or her duties.

(b) The APG Silica Trust also shall promptly reimburse, or pay directly if so instructed, all reasonable fees and expenses of the APG Silica Future Claimants Representative Professionals associated with employment of those professionals; *provided, however*, that (i) other than the APG Silica Future Claimants Representative's legal counsel, which the APG Silica Future Claimants Representative may employ without the written request for, or the approval of the APG Silica Trustee, and who shall be reimbursed or paid directly as set forth in the last sentence of Section 6.5(a), the APG Silica Future Claimants Representative previously shall have submitted a written request to the APG Silica Trust setting forth the reasons (A) why the APG Silica Future Claimants Representative desires to employ such APG Silica Future Claimants

Representative Professional and (B) why the APG Silica Future Claimants Representative cannot rely on professionals retained by the APG Silica Trust to meet the needs of the APG Silica Future Claimants Representative for such expertise or advice, and (ii) the APG Silica Trust has approved the APG Silica Future Claimants Representative's request for reimbursement in writing. If the APG Silica Trust agrees to pay for a APG Silica Future Claimants Representative Professional other than APG Silica Future Claimants Representative's legal counsel (with respect to which APG Silica Trustee has no approval rights), such expenses, along with the expense of APG Silica Future Claimants Representative's legal counsel, shall be treated as a Trust Expense. If the APG Silica Trust declines to pay for a professional, it must set forth its reasons in writing. If the APG Silica Future Claimants Representative still desires to employ the APG Silica Future Claimants Representative Professional at the APG Silica Trust Expense, the APG Silica Future Claimants Representative and APG Silica Trustee shall resolve their dispute pursuant to article 7.13 of this APG Silica Trust Agreement. Such reimbursement or direct payment shall be deemed a APG Silica Trust Expense. The APG Silica Trust shall include a description of the amounts paid under this section in the reports to be filed with the Bankruptcy Court and provided to the APG Silica TAC, the APG Silica Future Claimants Representative, and the Reorganized Debtors, pursuant to article 2.2(c)(i) above.

6.6 Procedure for Consulting with the APG Silica Future Claimants Representative.

(a) Consultation Process.

(i) In the event the APG Silica Trustee is required to consult with the APG Silica Future Claimants Representative pursuant to the terms hereof or of the APG Silica TDP, the APG Silica Trustee shall promptly provide the APG Silica Future Claimants Representative and his or her counsel with notice and with all information regarding the matter in question. The APG Silica Trustee also shall provide the APG Silica Future Claimants Representative with such reasonable access to professionals and other experts retained by the APG Silica Trust and its agents as the APG Silica Future Claimants Representative may reasonably request during that time, and also shall provide the APG Silica Future Claimants Representative the opportunity, at reasonable times and for reasonable periods of times, to discuss and comment on such matter with the APG Silica Trustee.

(ii) The APG Silica Trustee shall take into consideration the time required for the APG Silica Future Claimants Representative to engage and consult, if he or she wishes, with his or her own independent financial or investment advisors as to such matters.

(b) Consent Process.

(i) In the event consent of the APG Silica Future Claimants Representative is required pursuant to article 2.2(e) of this APG Silica Trust Agreement or on any other matters specified herein, the APG Silica Trustee shall provide the APG Silica Future Claimants Representative with written advance notice of the matter under consideration and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The

APG Silica Trustee also shall provide the APG Silica Future Claimants Representative with such reasonable access to Professionals and other experts retained by the APG Silica Trust and its staff (if any) as the APG Silica Future Claimants Representative may reasonably request during the time that the APG Silica Trustee is considering such matter, and shall provide the APG Silica Future Claimants Representative the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the APG Silica Trustee.

(ii) The APG Silica Future Claimants Representative shall consider in good faith and in a timely fashion any request by the APG Silica Trustee and may not withhold his or her consent unreasonably. If the APG Silica Future Claimants Representative does not notify the APG Silica Trustee of his or her objection to such request within thirty (30) days after receiving notice and information regarding such request, then the APG Silica Future Claimants Representative's consent shall be deemed to have been affirmatively granted.

(iii) If, after following the procedures set forth in this article 6.6(b), the APG Silica Future Claimants Representative continues to object to the proposed action and to withhold its consent to the proposed action, the APG Silica Trustee and the APG Silica Future Claimants Representative shall resolve their dispute pursuant to article 7.13 of this APG Silica Trust Agreement. However, the burden of proof with respect to the validity of the APG Silica Future Claimants Representative's objection and withholding of his or her consent shall be on the APG Silica Future Claimants Representative.

6.7 Initial APG Silica Future Claimants Representative

The initial APG Silica Future Claimants Representative shall be Philip A. Pahigian.

ARTICLE 7

GENERAL PROVISIONS

7.1 Irrevocability.

The APG Silica Trust is irrevocable.

7.2 Termination.

(a) The APG Silica Trust shall automatically terminate on the date ninety (90) days after the first to occur of the following events (the "Termination Date"):

(i) the APG Silica Trustee, in his or her discretion, decides to terminate the APG Silica Trust because (A) he or she deems it unlikely that new APG Silica Trust Claims will be filed against the APG Silica Trust and (B) all APG Silica Trust Claims duly filed with the APG Silica Trust have been liquidated and paid to

the extent provided in this APG Silica Trust Agreement and the APG Silica TDP, or disallowed by a final, nonappealable order, to the extent possible based upon the funds available through the GIT Plan, and twelve (12) consecutive months have elapsed during which no new APG Silica Trust Claims have been filed with the APG Silica Trust;

(ii) if the APG Silica Trustee has in place sufficient assets and has established claims-handling agreements and other necessary arrangements with suitable third parties adequate to discharge all expected remaining obligations and expenses of the APG Silica Trust in a manner consistent with this APG Silica Trust Agreement and the APG Silica TDP, the date on which the Bankruptcy Court enters a Final Order approving the sufficiency of such assets and other arrangements; or

(iii) to the extent that any rule against perpetuities shall be deemed applicable to the APG Silica Trust, twenty-one (21) years less ninety-one (91) days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr. of Massachusetts living on the date hereof.

(b) On the Termination Date, after payment of all the APG Silica Trust's liabilities have been provided for, all monies remaining in the APG Silica Trust estate shall be contributed to such charitable purposes as the APG Silica Trustee, in his or her reasonable discretion, may determine, except that such charitable purposes, if practicable, shall be related to the treatment of, research regarding, or payment of, claims related to silica-caused disorders. Notwithstanding any other provision of the GIT Plan Documents, this article 7.2(b) cannot be modified or amended.

(c) On the Termination Date, the APG Silica Trust, the APG Silica Trustee, the APG Silica Future Claimants Representative, and the member of the APG Silica TAC, and the predecessors, employees, attorneys, accountants and other professions thereof, (i) shall be released and discharged of and from all further authority, duties, responsibilities, liabilities, or obligations related to, or arising from, the GIT Plan Documents (including without limitation, the GIT Plan and this APG Silica Trust Agreement) and the Confirmation Order and (ii) shall not be liable for any claim that may exist under any applicable law, other than a claim, if any, for fraud, gross negligence, or willful misconduct, to any Claimant or other entity with respect to any action, decision, omission, exercise of discretion, or forbearance from action, decision, or exercise of discretion, taken at any time on or prior to the termination of the APG Silica Trust in connection with: (a) the discharge of their duties relative to the APG Silica Trust, (b) the implementation of any of the transactions provided for, or contemplated in, the GIT Plan Document (including, without limitation, the GIT Plan and this APG Silica Trust Agreement) and the Confirmation Order, (c) any action taken in connection with defense of any APG Silica Trust Claim asserted against the APG Silica Trust, the Debtors or the Reorganized Debtors, (d) any action taken in the implementation of the GIT Plan Documents (including without limitation the GIT Plan and the Silica Trust Agreement) and the Confirmation Order, or (e) the administration of the Silica Trust, or the assets and property to be distributed pursuant to the GIT Plan.

7.3 Amendments.

(a) The APG Silica Trustee, with consent of the APG Silica TAC and the APG Silica Future Claimants Representative pursuant to article 2.2(f) of this APG Silica Trust Agreement, may modify or amend this APG Silica Trust Agreement or any document annexed to it, including, without limitation, the APG Silica Trust Bylaws or the APG Silica TDP; *provided, however,* that no modification or amendment may be made to article 1.4(g) of this APG Silica Trust Agreement. Notwithstanding anything contained in this APG Silica Trust Agreement to the contrary, this APG Silica Trust Agreement, the APG Silica Trust Bylaws, the APG Silica TDP, and any document annexed to any of the foregoing shall not be modified or amended in any way that could jeopardize, impair, or modify the efficacy or enforceability of the Channeling Injunction, the APG Silica Trust's qualified settlement fund status, or the rights of the Debtor-Affiliated Protected Parties under the GIT Plan Documents. Any modification or amendment made pursuant to this article must be done in writing.

(b) Sections 2.4, 2.5 and 2.6 of this APG Silica Trust Agreement may not be amended without the prior written consent of the Reorganized Debtors and the APG Silica Trust Funding Insurers.

7.4 [Reserved]

7.5 Severability.

Should any provision in this APG Silica Trust Agreement be determined to be unenforceable by a court of competent jurisdiction, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this APG Silica Trust Agreement.

7.6 Notices.

Notices to persons asserting claims shall be given at the address of such person, or, where applicable, such person's APG Silica Future Claimants Representative, in each case as provided on such person's claim form submitted to the APG Silica Trust with respect to his, her, or its APG Silica Trust Claim.

Any notices or other communications required or permitted hereunder shall be in writing and delivered at the addresses designated below, or sent by email or facsimile pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished by any of the Notice Recipients, the APG Silica Trustee, the APG Silica Future Claimants Representative, or the Reorganized Debtors, to the other Notice Recipients in compliance with the terms hereof.

To the Reorganized Debtors: A.P. Green Industries, Inc., c/o
Global Industrial Technologies, Inc.
Attention: General Counsel
400 Fairway Drive
Moon Township, PA 15108
Email: mschalk@anhrefractories.com

With a copy to: Michael T. Wolf
Jenner & Block LLP
353 N. Clark Street
Chicago, IL 60654-3456
Facsimile: (312) 527-0484
Email: mwolf@jenner.com

To the APG Silica Trust,
through the APG Silica
Trustee: Anne M. Ferazzi
4 Lazee Trail
Houston, TX 77024
Email: ferazzi@mindspring.com

With a copy to: Haynes and Boone, LLP
Attn: Steven A. Buxbaum
1221 McKinney St., Suite 2100
Houston, TX 77010
Email: steven.buxbaum@haynesboone.com

To the APG Silica TAC: Bryan O. Blevins, Jr.
Provost Umphrey, LLP
490 Park Street
P.O. Box 4905
Beaumont, TX 77704
Email: BBlevins@provostumphrey.com

To the APG Silica Future
Claimants Representative: Philip A. Pahigian
6 Stonehedge Court
Little Silver, NJ 07739-1804

With a copy to: Sherrard German & Kelly, PC
Attn: Gary Phillip Nelson
2800 Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
Email: gpn@sgkpc.com

All such notices and communications, if mailed, shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return electronic transmission.

7.7 Successors and Assigns.

The provisions of this APG Silica Trust Agreement shall be binding upon, and inure to the benefit of, the Settlers, the APG Silica Trust, and the APG Silica Trustee, and their respective successors and assigns, except that neither the Settlor, nor the APG Silica Trust, nor any APG Silica Trustee may assign or otherwise transfer any of its, or his or her rights or obligations under this APG Silica Trust Agreement except, in the case of the APG Silica Trust and the APG Silica Trustee, as contemplated by article 2.1 of this APG Silica Trust Agreement.

7.8 Limitation on Claim Interests for Securities Laws Purposes.

APG Silica Trust Claims and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution, (b) shall not be evidenced by a certificate or other instrument, (c) shall not possess any voting rights, and (d) shall not be entitled to receive any dividends or interest; *provided, however*, that the foregoing shall not apply to the holder of an Indirect APG Silica Trust Claim that is subrogated to an APG Silica Trust Claim as a result of its satisfaction of such APG Silica Trust Claim.

7.9 Entire Agreement; No Waiver.

The entire agreement of the parties relating to the subject matter of this APG Silica Trust Agreement is contained herein and in the documents referred to herein, and this APG Silica Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

7.10 Headings.

The headings used in this APG Silica Trust Agreement are inserted for convenience only and neither constitutes a portion of this APG Silica Trust Agreement nor in any manner affects the construction of the provisions of this APG Silica Trust Agreement.

7.11 Governing Law.

This APG Silica Trust Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

7.12 Settlors and Settlor Cooperation.

The Reorganized Debtors are hereby irrevocably designated as Settlers and are hereby authorized to take any action required of the Settlers in connection with the APG Silica Trust. The Reorganized Debtors agree to cooperate in implementing the goals of this APG Silica Trust.

7.13 Dispute Resolution.

Any disputes that arise under this APG Silica Trust Agreement or under the annexes hereto shall be resolved by submission of the matter to an alternative dispute resolution (“ADR”) process mutually agreeable to the parties involved. Should any party to the ADR process be dissatisfied with the decision of the arbitrator(s), that party may apply to the Bankruptcy Court for a judicial determination of the matter. Any review conducted by the Bankruptcy Court shall be *de novo*. In any case, if the dispute arose pursuant to the consent provision set forth in article 5.7(b) (in the case of the APG Silica TAC) or article 6.6(b) of this APG Silica Trust Agreement (in the case of the APG Silica Future Claimants Representative), the burden of proof shall be on the party or parties who withheld consent to show that the objection was valid. Should the dispute not be resolved by ADR process within thirty (30) days after submission, the parties are relieved of the requirement to pursue ADR prior to application to the Bankruptcy Court. If the APG Silica Trustee determines that the matter in dispute is exigent and cannot await the completion of the ADR process, the APG Silica Trustee shall have the discretion to elect out of the ADR process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court. Notwithstanding anything else herein contained, to the extent any provision of this APG Silica Trust Agreement is inconsistent with any provision of the GIT Plan, the GIT Plan shall control.

7.14 Enforcement and Administration.

The provisions of this APG Silica Trust Agreement and the annexes hereto shall be enforced by the Bankruptcy Court pursuant to the GIT Plan. The parties hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the APG Silica Trustee.

7.15 Effectiveness.

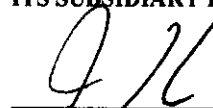
This APG Silica Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

7.16 Counterpart Signatures.

This APG Silica Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a “PDF” file) shall be effective as delivery of a manually executed counterpart hereof.

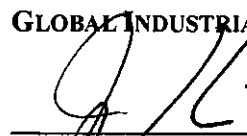
IN WITNESS WHEREOF, the parties have executed this APG Silica Trust Agreement this 30th of April, 2013.

**A.P. GREEN INDUSTRIES, INC. FOR ITSELF AND
ITS SUBSIDIARY DEBTORS**



Jon A. Allegretti
President

GLOBAL INDUSTRIAL TECHNOLOGIES, INC.



Jon A. Allegretti
President

APG SILICA TRUSTEE

Anne M. Ferazzi

APG SILICA TAC

Bryan O. Blevins, Jr.

**APG SILICA FUTURE CLAIMANTS
REPRESENTATIVE**

Philip A. Pahigian

IN WITNESS WHEREOF, the parties have executed this APG Silica Trust Agreement
this 30th of April, 2013.

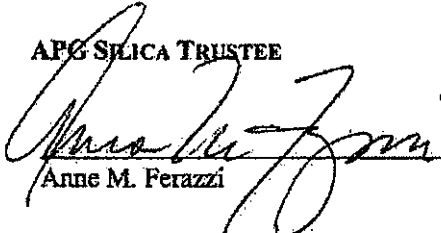
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APG SILICA TRUSTEE



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APG SILICA TAC



Bryan O. Blevins, Jr.

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Jon A. Allegretti
President

APG SILICA TRUSTEE

Anne M. Ferazzi

APG SILICA TAC

Bryan O. Blevins, Jr.

**APG SILICA FUTURE CLAIMANTS
REPRESENTATIVE**



Philip A. Pahigian

ATTACHMENT A

INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

by and among

A.P. Green Industries, Inc.,

Global Industrial Technologies, Inc.,

ANH Refractories Company

and

The APG Silica Trust

Dated: April 30, 2013

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is effective as of April 30, 2013, by and among A.P. Green Industries, Inc. (on behalf of itself and its debtor subsidiaries (the "APG Debtors")), Global Industrial Technologies, Inc., and ANH Refractories Company, each a debtor and debtor in possession in the bankruptcy proceeding jointly administered at case number 02-21626 before the United States Bankruptcy Court for the Western District of Pennsylvania, Pittsburgh Division, on behalf of and for the benefit of themselves, their subsidiaries, successors and assigns, and the APG Silica Trust. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in 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."

RECITALS

WHEREAS, at the time of the entry of the order for relief in the Reorganization Cases, certain of the APG Debtors had been named as defendants in personal-injury and wrongful-death actions seeking recovery for damages allegedly caused by the presence of, or exposure to, silica or silica-containing products.

WHEREAS, the APG Debtors, GIT and ANH have reorganized under the provisions of chapter 11 of the Bankruptcy Code in a case known as *In re Global Industrial Technologies, Inc., et al.*, Case No. 02-21626, pending before the Bankruptcy Court.

WHEREAS, the GIT Plan provides, among other things, for the creation of the APG Silica Trust.

WHEREAS, the APG Debtors, the APG Silica Trustee, the APG Silica Future Claimants Representative and the APG Silica Trust Advisory Committee ("APG Silica TAC") have entered into the APG Silica Trust Agreement.

WHEREAS, pursuant to the GIT Plan and the APG Silica Trust Agreement, the APG Silica Trust is to use its assets and income to pay APG Silica Trust Claims.

WHEREAS, the Plan provides, among other things, for the complete treatment of all liabilities and obligations with respect to APG Silica Trust Claims.

WHEREAS, the APG Silica Trust Agreement requires that the APG Silica Trust indemnify certain parties, including the APG Debtors and GIT.

WHEREAS, as described in the APG Silica Trust Agreement, the Parties hereto desire to set forth certain agreements regarding indemnification matters.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below and such other valuable consideration, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Action.

“Action” means any demand, action, suit, countersuit, arbitration, inquiry, proceeding, or investigation by or before any federal, state, local, foreign, or international governmental entity, or any arbitration or mediation tribunal.

Section 1.2 Entity.

“Entity” means an individual, a partner (general or limited), a member, a corporation, a limited liability company, a partnership (general or limited), an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

Section 1.3 Indemnitee.

“Indemnitee” means any of the APG Debtors, GIT and ANH, including without limitation their subsidiaries, successors and assigns.

Section 1.4 Liabilities.

“Liabilities” means any expenses, costs, and fees, including, without limitation, judgments, settlements, and other liabilities arising from, or incurred in connection with, any Action.

Section 1.5 Party.

“Party” means each of the signatories hereto.

ARTICLE II
INDEMNIFICATION

Section 2.1 Indemnification by the APG Silica Trust.

Except as otherwise provided in this Agreement and/or in the GIT Plan, and subject to the limitations on the payment of and/or indemnification of Indemnitees for the payment of any deductible, self-insured retention, retrospective premium, and/or any other such condition or payment required under the APG Silica Policies as set forth in Sections 4.2.3(e) and (f) of the GIT Plan, the APG Silica Trust shall indemnify, defend (and, where applicable, pay the defense costs for), and hold harmless the Indemnitees from and against any and all Liabilities associated with an APG Silica Trust Claim that any third party seeks to impose upon the Indemnitees, or which are imposed upon the Indemnitees, including, but not limited to, Indirect APG Silica Trust Claims.

In the event that the APG Silica Trust makes a payment to the Indemnitees hereunder, and any of the Indemnitees subsequently diminishes the Liability on account of which such payment was made, either directly or through a third-party recovery, the applicable Indemnitees will promptly repay the APG Silica Trust the amount by which the payment made by the APG Silica Trust exceeds the actual costs of the associated indemnified Liability.

Section 2.2 Procedures for Defense, Settlement, and Indemnification of APG Silica Trust Claims Within Section 2.1.

(a) Notice of Claims. If an Indemnatee shall receive notice or otherwise learn of the assertion or commencement by an Entity of any APG Silica Trust Claim with respect to which the APG Silica Trust may be obligated to provide indemnification to such Indemnatee pursuant to section 2.1 of this Agreement, the Indemnatee shall give the APG Silica Trust written notice thereof within thirty (30) days after becoming aware of such APG Silica Trust Claim. Any such notice shall describe the APG Silica Trust Claim in reasonable detail. Notwithstanding the foregoing, the delay or failure of any Indemnatee to give notice as provided in this section 2.2(a) shall not relieve the APG Silica Trust of its obligations under this article II, except to the extent that the APG Silica Trust is actually and substantially prejudiced by such delay or failure to give notice.

(b) Defense by the APG Silica Trust. The APG Silica Trust shall have the sole right to manage the defense of any APG Silica Trust Claim for which the APG Silica Trust may be obligated to provide indemnification to an Indemnatee pursuant to section 2.1 of this Agreement. Within thirty (30) days after the receipt of notice from an Indemnatee in accordance with section 2.2(a) (or sooner, if the nature of such APG Silica Trust Claim so requires), the APG Silica Trust shall notify the Indemnatee that the APG Silica Trust will assume responsibility for managing the defense of such APG Silica Trust Claim, which notice shall specify any reservations or exceptions.

(c) Defense by Indemnatee. If the APG Silica Trust fails to assume responsibility for managing the defense of an APG Silica Trust Claim for which the APG Silica Trust may be obligated to provide indemnification to an Indemnatee pursuant to section 2.1 of this Agreement, or fails to notify an Indemnatee that it will assume responsibility as provided in section 2.2(b), such Indemnatee may manage the defense of such APG Silica Trust Claim; *provided, however*, that the APG Silica Trust shall reimburse all such costs and expenses in the event it is ultimately determined that the APG Silica Trust is obligated to indemnify the Indemnatee with respect to such APG Silica Trust Claim.

(d) No Consent to Certain Judgments or Settlements Without Consent. Notwithstanding any provision of this section 2.2, no Party shall consent to entry of any judgment or enter into any settlement of an APG Silica Trust Claim for which the APG Silica Trust may be obligated to provide indemnification to an Indemnatee pursuant to section 2.1 of this Agreement without the consent of the other Party (such consent not to be unreasonably withheld) if the effect of such judgment or settlement is to permit any injunction, declaratory judgment, other order, or other nonmonetary relief to be entered, directly or indirectly, against the other Party.

(e) Subrogation. In the event of payment by or on behalf of the APG Silica Trust to or on behalf of any Indemnatee in connection with any APG Silica Trust Claims, the APG Silica Trust shall be subrogated to and shall stand in the place of such Indemnatee, in whole or in part, based upon whether the APG Silica Trust has paid all or only part of the Indemnatee's Liability, as to any events or circumstances in respect of which such Indemnatee may have any right, defense, or claim relating to such APG Silica Trust Claim against any claimant or plaintiff asserting such APG Silica Trust Claim or against any other Entity. Such Indemnatee shall cooperate with the APG Silica Trust in reasonable manner, and at the cost and expense of the APG Silica Trust, in prosecuting any subrogated right, defense, or claim.

Section 3.1 Entire Agreement.

Except as provided otherwise in the Plan Documents, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof; *provided, however*, that, in the event of an inconsistency between this Agreement and the GIT Plan, the GIT Plan shall govern.

Section 3.2 Governing Law.

This Agreement shall be governed by, and construed in accordance with, and all disputes hereunder shall be governed by, the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles.

Section 3.3 Descriptive Headings.

The headings contained in this Agreement and in the table of contents of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to an article or a section, such reference shall be to an article or section of this Agreement unless otherwise indicated.

Section 3.4 Notices.

Notices, offers, requests, or other communications required or permitted to be given by any Party pursuant to the terms of this Agreement shall be given in writing to the respective Parties to the following addresses:

If to the APG Silica Trust, through the APG Silica Trustee:

Anne M. Ferazzi
4 Lazee Trail
Houston, TX 77024
Email: ferazzi@mindspring.com

With copies to:

Haynes and Boone, LLP
Attn: Steven A. Buxbaum
1221 McKinney St., Suite 2100
Houston, TX 77010
Email: steven.buxbaum@haynesboone.com

If to the APG Entities:

A.P. Green Industries, Inc.
c/o Global Industrial Technologies, Inc.
Attn: General Counsel
400 Fairway Drive
Moon Township, PA 15108
Email: mschalk@anhrefractories.com

With copies to:

Michael T. Wolf
Jenner & Block LLP
353 N. Clark Street
Chicago, IL 60654-3456
Facsimile: (312) 527-0484
Email: mwolf@jenner.com

Notice provided pursuant to this section 3.4 also shall be given in writing to such other address as the Party to whom notice is given may have previously furnished to the other in writing as provided herein. Any notice involving nonperformance, termination, or renewal shall be sent by hand delivery, recognized overnight courier or, within the United States, may also be sent via certified mail, return receipt requested. All other notices also may be sent by email or facsimile, confirmed by first class mail. All notices shall be deemed to have been given and received on the earlier of actual delivery or three (3) days from the date of postmark.

Section 3.5 Third-Party Beneficiaries.

This Agreement shall inure to the benefit of the Parties and each of their respective heirs, successors, and assigns. Except for the Indemnitees, nothing in this Agreement, express or implied, is intended to confer upon any other Entity any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 3.6 Other Agreements Evidencing Indemnification Obligations.

The APG Silica Trust hereby agrees to execute, for the benefit of any Indemnatee, such documents as may be reasonably requested by such Indemnatee, evidencing the APG Silica Trust's agreement that the indemnification obligations of the APG Silica Trust set forth in this Agreement inure to the benefit of, and are enforceable by, such Indemnatee.

Section 3.7 Counterparts.

This Agreement and the other documents referred to herein may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

Section 3.8 Binding Effect; Assignment.

No Party may assign or transfer this Agreement, directly or indirectly, in whole or in part, whether by operation of law or otherwise, without the other Parties' prior written consent, and any attempted assignment, transfer, or delegation without such prior written consent shall be voidable at the sole option of such other Parties. Notwithstanding the foregoing, each Party (or its permitted successive assignees or transferees hereunder) may assign or transfer this Agreement as a whole without consent to an entity that succeeds to all or substantially all of the business or assets of such Party. Without limiting the foregoing, this Agreement will be binding upon, and will inure to the benefit of, the Parties and their permitted successors and assigns. This Agreement may be enforced separately by the APG Silica Trust and each Indemnitee.

Section 3.9 Severability.

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

Section 3.10 Failure or Indulgence Not Waiver; Remedies Cumulative.

No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right.

Section 3.11 Amendment.

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

[Signature pages follow.]

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

A.P. Green Industries, Inc.

By: _____
Jon A. Allegretti
President

Global Industrial Technologies, Inc.,

By: _____
Jon A. Allegretti
President

ANH Refractories Company

By: _____
Jon A. Allegretti
President

APG Silica Trustee

By: _____
Anne M. Ferazzi