

**EXHIBIT A**

**Black Line of Changed Pages of Exhibit D to Plan –  
Asbestos Personal Injury Trust Distribution Procedures**

**MAREMONT ASBESTOS PERSONAL INJURY TRUST  
DISTRIBUTION PROCEDURES**

recovering from the Asbestos Trust, provided the claimant otherwise satisfies the medical and exposure requirements of this TDP.

**5.7(b)(3)(A) Presumptive Occupations.** Because of the nature of the Debtors' businesses, the Asbestos Trust shall consider that there is a limited universe of occupations in which claimants are likely to have been directly exposed to asbestos, asbestos-containing products, or conduct for which the Asbestos Trust has legal responsibility. Those occupations are automotive mechanics (the "**Presumptive Occupations**"). The Asbestos Trust may add occupations to the Presumptive Occupations if the Trustee determines, with the consent of the TAC and FCR, that based on an analysis of claims submitted to the Asbestos Trust establishing Debtor Exposure, claimants with such occupations are likely to have been directly exposed to asbestos, asbestos-containing products, or conduct for which the Asbestos Trust has legal responsibility. The Asbestos Trust may also remove occupations from the Presumptive Occupations if it determines that such occupations should not have been included.

**5.7(b)(3)(B) Standard of Exposure.** In order for a claim to be approved by the Asbestos Trust, the injured party must have worked in a Presumptive Occupation and must demonstrate to the Asbestos Trust's satisfaction that he or she worked directly with the Debtor Product Lines. When evaluating whether an injured party has demonstrated that he or she worked directly with the Debtors' Product Lines, the Asbestos Trust shall base its determination upon whether the circumstances of the injured party's exposure to the product are the same as those of claimants with respect to which the Debtors historically paid claims.

**5.8 Claims Audit Program.** The Asbestos Trust, with the consent of the TAC and the FCR, shall develop methods for auditing (i) the reliability of medical evidence, including

additional reading of X-rays, CT scans and verification of pulmonary function tests, and (ii) the reliability of evidence of exposure to asbestos, including exposure to asbestos-containing products for which the Asbestos Trust has legal responsibility and occupational evidence (a claims audit program). The Asbestos Trust may hire independent third-parties to implement the audit programs. In the event that the Asbestos Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable evidence to the Asbestos Trust, it may decline to accept additional evidence from such provider in the future.

The Asbestos Trust shall utilize the services of a third-party claims processing facility (the “**Claims Processor**”) to assist in the evaluation of claims submitted to the Asbestos Trust. The Asbestos Trust shall participate in a cross-trust audit program. Such cross-trust audit program shall include a comparison of claims filed with the Asbestos Trust against claims filed with all other asbestos trusts administered by the Claims Processor that participate in the cross trust audit program but in any case shall include no fewer than four other trusts. The filing of any claim with the Asbestos Trust, regardless of the treatment sought, shall constitute consent for each other asbestos trust participating in the cross-trust audit program to release to the entity overseeing the cross-trust audit program all information submitted to such other asbestos trust by or on behalf of the claimant pursuant to the provisions of the cross-trust audit program and to disclose the status of any such claim and the amount and date of any payment on the claim.

To the extent that the Asbestos Trust or the entity overseeing the claims audit program or cross-trust audit program believe that it is relevant, nothing herein shall preclude the Asbestos Trust or the entity overseeing the claims audit program or cross-trust audit program, in the Asbestos Trust’s sole discretion, from reviewing or taking into consideration other claims filed [in state court complaints or](#) against trusts in addition to those trusts involved in the cross-trust

audit program. Any claimant subject to the claims audit program or cross-trust audit program shall cooperate and, if requested, provide the Asbestos Trust or the entity overseeing the claims audit program or cross-trust audit program with authorization to obtain from other asbestos trusts any information such claimant has submitted to such other asbestos trusts.

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

## **5.9 Arbitration.**

**5.9(a) Establishment of ADR Procedures.** The Asbestos Trust, with the consent of the TAC and the FCR, shall institute binding and non-binding arbitration procedures ("**ADR Procedures**") for resolving disputes concerning whether the claimant's medical condition or exposure history meets the requirements of this TDP for purposes of categorizing a claim involving Disease Levels I-V.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. With respect to all claims eligible for arbitration, the claimant, but not the Asbestos Trust, may elect either non-binding or binding