

**EXHIBIT C**

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

KENNETH S. REYNOLDS,

Plaintiff,

v.

Civil Action No. 01-C-538  
(Judge Bloom)

A&I COMPANY,  
GRANITE STATE INSURANCE COMPANY,  
NEW HAMPSHIRE INSURANCE COMPANY,  
TRAVELERS INSURANCE COMPANY,  
AMERICAN MOTORISTS INSURANCE COMPANY,  
OHIO FARMERS INSURANCE COMPANY, and  
SCOTTSDALE INSURANCE COMPANY,

Defendants.

**ORDER CREATING A&I CORPORATION  
ASBESTOS BODILY INJURY TRUST**

This Order is entered to create the A&I Corporation Asbestos Bodily Injury Trust pursuant to the Stipulation of Settlement entered into by the Representative Plaintiff on behalf of himself and each of the Settlement Class Members and the Settling Insurers, as defined in the Stipulation of Settlement. The Stipulation of Settlement is hereby adopted by reference and incorporated in its entirety as a part of this Order.

## 1. BACKGROUND AND OBJECTIVES

A. In the above styled proceeding, the Representative Plaintiffs have sought class relief pursuant to W.V.R.C.P. 23, against A&I Corporation ("A&I") and a number of insurers which are alleged to have provided insurance to A&I; and

B. A&I was incorporated under the laws of the State of West Virginia and had its principal place of business in Charleston, West Virginia; and

C. during its corporate existence, A&I supplied, installed, and handled asbestos containing materials; and

D. over the past three decades, A&I has been the subject of claims for damages for personal injuries by individuals alleging exposure to asbestos-containing materials supplied, installed, or handled by A&I; and

E. at various times, A&I purchased policies of general liability insurance; and

F. on November 5, 1999, A&I filed articles of dissolution under the West Virginia corporate dissolution statute then in effect (W.Va. Code § 31-1-48). Under the statute, a dissolved corporation remained subject to suit only for claims existing or liabilities incurred prior to its dissolution and then only if suit was filed within two years of dissolution; and

G. the class of persons represented by the Representative Plaintiff are all persons who have been exposed to asbestos for which A&I is alleged to be liable, except those who either (i) have a pending unsettled lawsuit filed on or before November 5, 2001, or (ii) have settled, released or had adjudicated a claim for mesothelioma against A&I or its insurers in connection with such exposure; and

H. this action was commenced by the Representative plaintiffs in an effort to avoid the statutory bar of W.Va. Code § 31-1-48; and

I. Representative Plaintiff on behalf of himself and each of the class members and the Settling Insurers have revolved issues in dispute between them in this action and have entered into the Stipulation of Settlement; and

J. the Stipulation of Settlement provides, inter alia, for the creation of the A&I Company Asbestos Personal Injury Trust ("Trust"); and

K. pursuant to the Stipulation of Settlement, the Trust is to use its assets and income to satisfy Asbestos Bodily Injury Claims (as defined in the Stipulation of Settlement) of the class members; and

L. it is the intent of Representative Plaintiff, Settlement Counsel and the Settling Insurers that the Trust satisfy all Asbestos Bodily Injury Claims in accordance with the A&I Asbestos Personal Injury Trust Distribution Procedures ("TDP") that are attached to the Stipulation of Settlement as Exhibit D; and

M. the Trust is intended to qualify as a "qualified settlement fund" within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code.

**NOW, THEREFORE, it is hereby ORDERED AND DECREED**

**SECTION 1  
ESTABLISHMENT OF TRUST**

**1.1** Creation and Name. There is hereby created a trust known as the A&I Asbestos Bodily Injury Trust, which is the Trust provided for and referred to in the Stipulation of Settlement. The Trustee of the Trust may transact the business and affairs of the Trust in the name of the Trust.

**1.2** Purpose. The purpose of the Trust is to assume the liabilities of A&I, its predecessors and successors in interest, for all Asbestos Bodily Injury Claims, and to use the Trust's assets and income to pay all Asbestos Bodily Injury Claims in accordance with this Order and the TDP in such a way that the holders of Asbestos Personal Injury Claims are treated fairly, equitably and reasonably in light of the assets available to satisfy such claims, and to otherwise comply in all respects with the requirements of a trust.

**1.3** Funding. Pursuant to the Stipulation of Settlement, certain assets will be paid to the Trust to settle and discharge all potential liability of A&I and the Settling Insurers for all Asbestos Bodily Injury Claims. These assets, and any other assets that may subsequently be transferred to the Trust, shall be the Trust Assets. From and after the entry of this Order other insurers may also transfer and assign additional assets to the Trust which will be added to the Trust Assets. In all events, the Trust Assets will be transferred to the Trust free and clear of any liens or other claims by A&I, the Settling Insurers or any other insurers who provide assets to the Trust.

#### **1.4 Acceptance of Assets and Assumption of Liabilities**

(a) In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly accepts the transfer and assignment to the Trust of the Trust Assets in the time and manner contemplated in the Stipulation of Settlement.

(b) In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, expressly assumes all liability for all Asbestos Bodily Injury Claims. Except as otherwise provided in this Order and the TDP, the Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that A&I or the Settling Insurers have or would have had under applicable law.

(c) No provision herein or in the TDP shall be construed to mandate to require the Trust to engage in any actions that would contravene the Trust's compliance with the requirements of a qualified settlement fund within the meaning of section 1.468B-1 et seq. of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code.

(d) Nothing in this Order shall be construed in any way to limit the scope, enforceability, or effectiveness of an injunction issued in connection with the paragraph 5.3 of the Stipulation of Settlement of the Trust's assumption of all liability for Asbestos Bodily Injury Claims, subject to the provisions of Section 1.4(b) above.

**SECTION 2  
POWERS AND TRUST ADMINISTRATION**

**2.1 Powers of the Trustee.**

(a) The Trustee is and shall act as the fiduciary to the Trust in accordance with the provisions of this Order and the Stipulation of Settlement. The Trustee shall, at all times, administer the Trust and the Trust Assets in accordance with the purposes set forth in Paragraph 1.2 above. Subject to the limitations set forth in this Order, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the Trust, including, without limitation, each power expressly granted in this Paragraph 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of West Virginia.

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

(c) Without limiting the generality of Paragraph 2.1(a) above, and except as limited below, the Trustee shall have the power to:

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

- (iv) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the Trust to operate;
- (v) pay liabilities and expenses of the Trust, including, but not limited to, Trust expenses;
- (vi) establish such funds, reserves and accounts within the Trust estate, as deemed by the Trustee to be useful in carrying out the purposes of the Trust;
- (vii) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitative, or other proceeding;
- (viii) establish, supervise and administer the Trust in accordance with the TDP and the terms thereof;
- (ix) engage such administrative, legal, financial, accounting, investment, auditing and forecasting, and other consultants and agents as the business of the Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, may deem advisable or necessary in order to carry out the terms of this Trust;
- (x) pay, administrative, legal, financial, accounting, investment, auditing, and forecasting, and other consultants, advisors, and agents, including those engaged by the Trust in connection with its alternative dispute resolution activities, reasonable compensation;

- (xi) compensate the Trustee, and reimburse all reasonable out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder;
- (xii) execute and deliver such instruments as the Trustee consider proper in administering the Trust;
- (xiii) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the Trust, provided such arrangements do not conflict with any other provision of this Order;
- (xiv) in accordance with Section 4.6 below, defend, indemnify and hold harmless (and purchase insurance indemnifying) the Trustee and any agents, administrators, advisors and consultants of the Trust (Additional Indemnitees), to the fullest extent that a trust organized under the law of the State of West Virginia is from time to time entitled to indemnify and/or insure its directors, Trustee, officers, employees, agents, advisors and representatives;
- (xv) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the 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 Section 4.4 below;

(xvi) make, pursue (by litigation or otherwise), collect, compromise or settle, in the name of the Trust, any claim, right, action, or cause of action that may cause assets to be transferred to the Trust, including, but not limited to, insurance recoveries, before any court of competent jurisdiction.

(d) The Trustee shall not have the power to guarantee any debt of other persons.

## 2.2 General Administration of the Trust.

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

(b) The Trustee shall:

- (i) timely file such income tax and other returns and statements and shall timely pay all taxes required to be paid;
- (ii) comply with all withholding obligations, as required under the applicable provisions of the Internal Revenue Code and of any state law and the regulations promulgated thereunder,
- (iii) meet without limitation all requirements necessary to qualify and maintain qualification of the Trust as a qualified settlement fund within the meaning of section 1.468B-1 et seq. of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code; and

- (iv) take no action that could cause the Trust to fail to qualify as a qualified settlement fund within the meaning of section 1.46B-1 et seq. of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code.
- (c) The Trustee shall timely account to the Court as follows:
  - (i) The Trustee shall cause to be prepared and filed with this Court, as soon as available, and in any event within one hundred and twenty (120) days following the end of each fiscal year, an annual report containing financial statements of the Trust (including, without limitation, a balance sheet of the 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 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.
  - (ii) Simultaneously with delivery of the financial statements referred to in Paragraph 2.2(c)(i) above, the Trustee shall cause to be prepared and filed with this Court a report containing a summary regarding the number and type of claims disposed of during the period covered by the financial statements.

(iii) All materials required to be filed with this Court shall be available for inspection by the public.

(d) The Trustee shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projections covering such fiscal year the succeeding four fiscal years. The Trustee shall provide a copy of the budget and cash flow projections to this Court.

(e) The Trustee shall be required to obtain the consent by Order of this Court pursuant to the Consent Process set forth in Paragraph 5.1, below, in addition to any other instances elsewhere enumerated, in order:

- (i) to change the Scheduled Diseases, Disease Levels and/or Medical/Exposure Criteria set forth in Section 5.4 of the TDP, and/or the Scheduled Payments set forth in Section 5.6 of the TDP;
- (ii) to change the Claims Materials to be provided to holders of Bodily Injury Claims under Section 6.1 of the TDP;
- (iii) to change the Scheduled Payment as provided in Section 5.6 of the TDP, or to pay additional amounts to previously compensated claimants based on the fact that experience has shown that a surplus is projected in the funds of the Trust;
- (iv) to require that claimants provide additional kinds of medical and/or exposure evidence pursuant to Sections 5.10(a) and 5.10(b) of the TDP;

- (v) to change the form of release to be provided to the Trust pursuant to Section 7.5 of the TDP;
- (vi) to terminate the Trust pursuant to Section 6.2 below;
- (vii) to settle any legal action;
- (viii) to change the compensation of Trustee;
- (ix) to take structural or other actions to minimize any tax on the Trust Assets; or
- (x) to amend the Trust Bylaws in accordance with the terms thereof;
- (xi) to amend any provision of this Order or the TDP in accordance with the terms thereof.

### **2.3 Claims Administration.**

The Trustee shall promptly proceed to implement the TDP.

## **SECTION 3 ACCOUNTS, INVESTMENTS, AND PAYMENTS**

**3.1 Accounts.** The Trustee may, from time to time, create such accounts and reserves within the Trust estate as he may deem necessary, prudent, or useful in order to provide for the payment of expenses and payment of Asbestos Bodily Injury 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 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 Trust shall not acquire, directly or indirectly, equity in any entity or business enterprise if, immediately following such acquisition, the Trust would hold more than 5% of the equity in such entity or business enterprise. The Trust shall not hold, directly or indirectly, more than 5% of the equity in any entity or business enterprise.

(b) The Trust shall not acquire or hold any long-term debt securities unless:

- (i) such securities are rated "Baa" or higher by Moody's, "BBB" or higher by Standard & Poor's ("S&P's"), or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency, or
- (ii) have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof.

(c) The Trust shall not acquire or hold for longer than ninety (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 statistical rating agency.

(d) The Trust shall not acquire or hold any common or preferred stock or convertible securities unless such stock or securities are rated "A" or high by Moody's or "A" or higher by S&P's or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency.

(e) The Trust shall not acquire any debt securities or other instruments issued by any entity (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 debt securities and instruments issued by such entity held by the Trust would exceed 2% of the aggregate value of the Trust estate. The Trust shall not hold any debt securities or other instruments issued by any entity (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) to the extent that the aggregate market value of all securities and instruments issued by such entity held by the Trust would exceed 5% of the aggregate value of the Trust Assets.

(f) The 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 Paragraph 3.2(b) above.

(g) The Trust shall not acquire or hold any repurchase obligations.

(h) The Trust shall not acquire or hold any options.

**3.3 Source of Payments.** All Trust expenses and payments and all liabilities with respect to claims shall be payable solely by the Trustee out of the Trust Assets. Other than by having provided Trust Assets in accordance with the Stipulation of Settlement, no Settling Insurer shall otherwise be liable for the payment of any Trust expense or any other liability of the Trust.

**SECTION 4  
TRUSTEE**

**4.1** Number. There shall be one (1) Trustee. The initial Trustee shall be

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**4.2** Term of Service.

(a) The Trustee named pursuant to Paragraph 4.1 above shall each serve until replaced by order of this Court or until the Trustee resigns in accordance with the provisions of Section 4.2(b).

(b) A Trustee may resign at any time by written notice to the Court. Such notice shall specify a date when such resignation shall take place, which shall not be less than 90 days after the date such notice is given.

(c) A Trustee may be removed by the Court in the event that he or she becomes unable to discharge his or her or her duties hereunder due to accident or physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of Section 2.2. above or a consistent pattern or neglect and failure to perform or participate in performing the duties of the Trustee hereunder. Such removal shall require notice by the Court to the Trustee and a hearing to determine whether there is a proper basis for the removal of the Trustee.

**4.3** Appointment of Successor Trustee.

(a) In the event of a vacancy in the position of Trustee, whether by term expiration, resignation or removal, the Court shall appoint a successor Trustee as

promptly as practicable. The Court may consult with counsel for the Settling Parties concerning appointment of a successor Trustee.

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

(c) Each Successor Trustee shall serve until the Trustee's term of service shall end in accordance with Section 4.2.

**4.4** Liability of Trustee, Officers and Employees. The Trustee and the Additional Indemnites shall not be liable to the Trust, to any individual holding an Asbestos Bodily Injury Claim, or to any other person, except for such individual's own breach of trust committed in bad faith or willful misappropriation. In addition, the Trustee and the Additional Indemnites shall not be liable for any act or omission of any other Trustee or Additional Indemnites unless such person acted with bad faith in the selection or retention of such other Trustee or others identified in Paragraph 2.1(c)(xiv) above.

**4.5** Compensation and Expenses of Trustee.

(a) The Trustee shall receive compensation from the Trust for his or her services as Trustee in an amount to be determined by the Court.

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

(c) The Trust shall include a description of the amounts paid under this Section 4.5 in the accounts to be filed with the Court pursuant to Section 2.2(c)(i).

#### **4.6 Indemnification of Trustee and Additional Indemnitees.**

(a) The Trust shall indemnify and defend the Trustee, as well as the Additional Indemnitees in the performance of their duties hereunder to the fullest extent that a corporation or trust organized under the laws of West Virginia is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties.

Notwithstanding the foregoing, the Trustee and the Additional Indemnitees shall not be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is ultimately liable under Section 4.4 above.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustee or Additional Indemnitee in connection with any action, suit, or proceeding, whether civil, administrative or arbitrate from which they are indemnified by the Trust pursuant to Section 4.6(a) above, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee or Additional Indemnitee, to repay such amount in the event that it shall be determined ultimately by final order that such Trustee or Additional Indemnitee is not entitled to be indemnified by the Trust.

(c) The Trustee may purchase and maintain reasonable amounts and types of insurance on behalf of an individual who is or was a Trustee or Additional Indemnitee

including against liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trustee, agent or other representative.

**4.7** Trustee' Lien. The Trustee and the Additional Indemnitees shall have a first priority lien upon the Trust Assets to secure the payment of any amounts payable to them pursuant to Section 4.6 above.

**4.8** Trustee' Employment of Experts. The 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 Trustee to be qualifies as experts on the matters submitted to them, and the written opinion of or information provided by any such parties on any matters submitted to them by the Trustee shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the written opinion of or information provided by any such party.

**4.9** Trustee' Independence. The Trustee shall not, during his or her term of service, hold a financial interest in or act as attorney or agent for any person or entity if such action creates a conflict between the interests of the Trust and the person or entity. No Trustee shall act as an attorney for any person who holds an Asbestos Bodily Injury Claim.

**4.10** Bond. The Trustee shall not be required to post any bond or other form of surety or security.

**SECTION 5**  
**MODIFICATIONS PURSUANT TO SECTION 2.2**

**5.1** Procedures for Consultation with and Obtaining the Consent of the Court

(a) In the event the Trustee is required to obtain consent of the Court pursuant to Section 2.2(e) above or on other matters as provided herein, the Trustee shall file a motion which shall identify with particularity the matters upon which consent is sought. If the motion is based on information generated by experts or consultants, the Trustee shall include in the motion the opinions of the experts and/or consultants together with all relevant information concerning the matter as is reasonably practicable under the circumstances. The motion shall further specify the change, amendment or other Order of the Court which the Trustee seeks.

(b) The Trustee shall give notice of the motion to all parties to the Stipulation of Settlement. In addition, the Trustee shall give notice of the motion to all attorneys known to him or her to have filed a claim on behalf of a claimant against the Trust within the preceding twelve months.

(c) The Trustee shall obtain a hearing date with the Court not sooner than thirty days from the issuance of notice of the motion and shall include the time and date of the hearing in the notice.

The Trustee shall also provide any person who has been given notice of the motion with such reasonable access to experts or consultants retained by the Trust as is practicable during the time that the motion is pending, shall provide current financial information concerning the Trust and shall provide the opportunity, at reasonable times

and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(d) At the hearing, the Trustee shall have the burden of presenting evidence and information to support the motion. The Court may hear evidence, information and argument from any person who has been given notice of the motion. At the conclusion of the hearing, the Court shall enter such Order as is supported by the evidence and furthers the purposes of the Trust as stated in Paragraph 1.2, above.

## **SECTION 6 GENERAL PROVISIONS**

**6.1** Irrevocability. The Trust is irrevocable.

**6.2** Termination.

(a) The Trust shall terminate only upon entry of an order of this Court terminating the Trust.

(b) On the Termination Date, after payment of all the Trust's liabilities have been provided for, all monies remaining in the Trust estate shall be given to such organization(s) exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, as are selected by the Trustee using his or her reasonable discretion; provided, however, that (i) if practicable, the activities of the selected tax-exempt organization(s) shall be related to providing educational opportunities to low-income residents of West Virginia and (ii) the tax-exempt organization(s) shall not bear any relationship the Settling Insurers within the meaning of section 468B(d)(3) of the Internal

Revenue Code. Notwithstanding any contrary provision of the Plan and related documents, this Paragraph cannot be modified or amended.

**6.3 Severability.** Should any provision in this Order be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Order.

**6.4 Notices.** Notices to persons asserting claims shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such person's claim form submitted to the Trust with respect to his or her Trust Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and sent to the addresses designated below, or sent by telex, telecopy 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 in writing to each of the other parties listed below in compliance with the terms hereof.

To the Trust through the Trustee:

To Travelers:

To the AIG Companies:

(b) 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 transmission.

**6.5** Successors and Assigns. The provisions of this Order shall be binding upon and inure to the benefit of the Trust, the Trustee and the Settling Insurers, their respective successors and assigns, except that neither the Trust, the Trustee nor the Settling Insurers may assign or otherwise transfer any of its, or their, rights or obligations under this Order except, in the case of the Trust and the Trustee, as contemplated by Section 2.1 above.

**6.6** Limitation on Claim Interests for Securities Laws Purposes. Asbestos Bodily Injury Claims, and any interest 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 clause (a) of this Section 7.8 shall not apply to the holder of a claim that is subrogated to a Trust Claim as a result of its satisfaction of such Trust Claim.

**6.7** Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Order is contained herein and in the documents referred to herein, and this Order 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.

**6.8** Headings. The headings used in the Order are inserted for convenience only and do not constitute a portion of this Order, nor in any manner affect the construction of the provisions of this Order.

**6.9** Governing Law. This order shall be governed by, and construed in accordance with, the laws of the State of West Virginia.

**6.10** Enforcement and Administration. The provisions of this Order and the TDP attached hereto shall be enforced by this Court pursuant to the Stipulation of Settlement. The parties hereby further acknowledge and agree that this Court shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder.

ENTER:

\_\_\_\_\_  
Louis H. Bloom, Circuit Judge

\_\_\_\_\_  
Date

Presented by:

\_\_\_\_\_  
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