

commencement of each fiscal year a budget and cash flow projections covering such fiscal year and the succeeding four fiscal years. The Trustee shall provide a copy of the budget and cash flow projections to the Future Claimants' Representative, Reorganized Debtor, and Mestek.

(e) The Trustee shall consult with the Future Claimants' Representative pursuant to the Consultation Process set forth in 5.6 below (i) on the general implementation and administration of the TCE PI Trust; (ii) on the general implementation and administration of the TDP; and (iii) any other instances elsewhere enumerated, including:

(i) to change the Scheduled Diseases, Disease Levels, Maximum Values, Minimum Values, and/or Medical/Exposure Criteria set forth in Section 4.3(a) of the TDP, and/or the Exposure Values and/or Exposure Criteria as defined in the TDP and set forth in Section 4.3(b) of the TDP;

(ii) to establish and/or to change the Claims Materials (as defined in the TDP) to be provided holders of TCE PI Trust Claims under Section 5.1 of the TDP;

(iii) to require that claimants provide additional kinds of medical evidence pursuant to Section 4.5 of the TDP;

(iv) to change the form of release to be provided pursuant to Section 6.7 of the TDP, provided that any change to the form of release shall not in any way, impact or impair the protections afforded to Met-Coil, Reorganized Met-Coil, Mestek or any Mestek Affiliate absent such entities' express written consent;

(v) to terminate the TCE PI Trust pursuant to Section 6.2 below;

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

(vii) to take structural or other actions to minimize any tax on the TCE PI Trust Assets.

(f) The Trustee shall meet with the Future Claimants' Representative no less often than semi-annually. The Trustee shall meet in the interim with the Future Claimants' Representative when so requested by either party.

(g) The Trustee, upon notice from the Future Claimants' Representative, if practicable in view of pending business, shall at their next meeting with the Future Claimants' Representative consider issues submitted by the Future Claimants' Representative.

(h) Periodically, but not less often than once a year, the Trustee shall make available to claimants and other interested parties the number of claims by Disease Levels (as defined in the TDP) that have been resolved by individual review, by arbitration, or by trial, indicating the amounts of the awards and the averages of the awards by jurisdiction pursuant to Section 7.10 of the TDP.

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 TCE PI Trust as he or she may deem necessary, prudent, or useful in order to provide for the payment of Trust Expenses and payment of TCE PI 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 TCE PI 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 TCE PI Trust shall not acquire, directly or indirectly, equity in any entity or business enterprise if, immediately following such acquisition, the TCE PI Trust would hold more than 5% of the equity in such entity or business enterprise. The TCE PI Trust shall not hold, directly or indirectly, more than 10% of the equity in any entity or business enterprise.

(b) The TCE PI Trust shall not acquire or hold any long-term debt securities unless (i) such securities are TCE PI Trust Assets under the Plan, (ii) 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 (iii) 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 TCE PI 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 TCE PI 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 statistical rating agency.

(e) The TCE PI 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 TCE PI Trust would exceed 2% of the aggregate value of the TCE PI Trust estate. The TCE PI 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 TCE PI Trust would exceed 5% of the aggregate value of the TCE PI Trust Assets.

(f) The TCE PI 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 Section 3.2(b) above.

(g) The TCE PI Trust may acquire and hold any securities or instruments issued by Reorganized Debtor or any successor to Reorganized Debtor, or obtained as proceeds of litigation or otherwise to resolve disputes, without regard to the limitations set forth in Subsections (a)-(f) above.

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

(i) The TCE PI Trust shall not acquire or hold any options.

3.3 Source of Payments. All Trust Expenses, payments and all liabilities with respect to TCE PI Trust Claims shall be payable solely by the TCE PI Trust out of the TCE PI Trust Assets. Neither Met-Coil, the Reorganized Debtor, the Mestek Affiliates, their respective present or future subsidiaries, parents, affiliates, successors in interest, assigns, directors, officers, employees, or agents, nor the Trustee or Future Claimants' Representative, their respective officers, agents, advisors, or employees nor any other party, other than the TCE PI Trust, shall be liable for the payment of any Trust Expense or any other liability of the TCE PI Trust.

SECTION 4

TRUSTEE

4.1 Appointment. There shall be one Trustee who shall initially be the person named on the signature page hereof. [FCR has begun search for initial Trustee]

4.2 Term of Service.

(a) The initial Trustee named pursuant to Article 4.1 above shall serve a term of three (3) years. Thereafter, each subsequent term of service shall be five (5) years. The initial 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 Section 4.2(b) below, (iv) his or her removal pursuant to Section 4.2(c) below, or (v) the termination of the TCE PI Trust pursuant to Section 6.2 below.

(b) The TCE PI Trustee may resign at any time by written notice to the Future Claimants' Representative. Such notice shall specify a date when such resignation shall be effective, which shall not be less than 90 days after the date such notice is given, where practicable; provided, however, in no event shall the resignation of the Trustee be effective until the appointment of a successor Trustee.

(c) The Trustee may be removed by motion to the Bankruptcy Court or such other court of competent jurisdiction by the Future Claimants' Representative in the event that the Trustee becomes unable to discharge his 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, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder, or repeated non-attendance at scheduled meetings. Such removal shall require the approval of the Bankruptcy Court or such other court of competent jurisdiction, and shall take effect at such time as such court shall determine.

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 Future Claimants' Representative shall appoint a successor Trustee, with the approval of the Bankruptcy Court, or such other court of competent jurisdiction. In the event that the Future Claimants' Representative fails to appoint a successor Trustee, the Bankruptcy Court, or such other court of competent jurisdiction, shall make the appointment. Nothing shall prevent the reappointment of a Trustee for an additional term or terms.

(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) Any successor Trustee shall serve until the earlier of (i) the end of a full term of five (5) years if the predecessor Trustee completed his or her term, (ii) the end of the remainder of the term of the Trustee whom he or she is replacing if said predecessor Trustee did not complete said term, (iii) his or her death, (iv) his or her resignation pursuant to Section 4.2(b) above, (v) his or her removal pursuant to Section 4.2(c) above, or (vi) the termination of the TCE PI Trust pursuant to Section 6.2 below.

4.4 Liability of Trustee, Officers and Employees. The Trustee and the individuals identified as Additional Indemnitees in Section 2.1(c)(xiii) above shall not be liable to the TCE PI Trust, to any individual holding a TCE PI Trust Claim, or to any other person, except for such individual's own breach of trust committed in bad faith or willful misconduct. In addition, the

Trustee and the Additional Indemnitees shall not be liable for any act or omission of any other Trustee or Additional Indemnatee unless such person acted with bad faith in the selection or retention of such other Trustee or Additional Indemnatee.

4.5 Compensation and Expenses of Trustee.

(a) The Trustee shall receive compensation from the TCE PI Trust for his or her services as Trustee in the amount of \$_____ per annum. The per annum compensation payable to the Trustee hereunder shall be reviewed every three (3) years and appropriately adjusted for changes in the cost of living. Any other changes in compensation of the Trustee shall be made subject to the approval of the Bankruptcy Court or such other court of competent jurisdiction.

(b) The TCE PI 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 TCE PI Trust shall include a description of the amounts paid under this Section 4.5 in the papers to be filed with the Bankruptcy Court (or made publicly available after the Bankruptcy Case is closed) and provided to the Future Claimants' Representative, Reorganized Debtor, and Mestek pursuant to Section 2.2(c)(i).

4.6 Indemnification of Trustee and Additional Indemnitees.

(a) The TCE PI 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 the State of Delaware 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, except for willful misconduct or gross negligence. Notwithstanding the foregoing, the Trustee and the Additional Indemnitees shall not be indemnified or defended 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 a Trustee or Additional Indemnitee in connection with any action, suit, or proceeding, whether civil, administrative or arbitral from which they are indemnified by the Trust pursuant to Section 4.6(a) above, shall be paid by the TCE PI 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 TCE PI 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, Future Claimants' Representative, officer, employee, agent or other representative.

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

4.8 Trustee's 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 qualified as experts on the matters submitted to him or her, 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's Independence. The Trustee shall not, 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 Reorganized Debtor. No Trustee shall act as an attorney for any person who holds a TCE PI Trust Claim.

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

SECTION 5

THE FUTURE CLAIMANTS' REPRESENTATIVE

5.1 Duties. The initial Future Claimants' Representative shall be Eric D. Green, Esquire. He shall serve in a fiduciary capacity, representing the interests of the holders of TCE PI Trust Claims for the purpose of protecting the rights of such persons. The Trustee must consult with the Future Claimants' Representative on matters identified in Section 2.2(e) above and on certain other matters provided herein.

5.2 Term of Office.

(a) The Future Claimants' Representative shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.2(b) below, (iii) his or her removal pursuant to Section 5.2(c) below, or (iv) the termination of the TCE PI Trust pursuant to Section 6.2 below.

(b) The Future Claimants' Representative may resign at any time by written notice to the Trustee. 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 Future Claimants' Representative may be removed by the Bankruptcy Court or such other court of competent jurisdiction in the event he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause.

5.3 Appointment of Successor. A vacancy caused by resignation shall be filled with an individual nominated prior to the effective date of the resignation by the resigning Future Claimants' Representative, and a vacancy caused by death or removal of the Future Claimants' Representative shall be filled with an individual nominated by the Trustee. In any case, the nominee shall be subject to the approval of the Bankruptcy Court, or such other court of competent jurisdiction.

5.4 Future Claimants' Representative's Employment of Professionals.

(a) The Future Claimants' Representative may, but is not required, to retain and/or consult with counsel, accountants, appraisers, auditors, forecasters, experts, and financial and investment advisors, and such other parties deemed by the Future Claimants' Representative to be qualified as experts on matters submitted to the Future Claimants' Representative (the "Professionals"). The Future Claimants' Representative and his or her Professionals shall at all times have complete access to the TCE PI Trust's officers, employees and agents, as well as to the Professionals retained by the TCE PI Trust, and shall also have complete access to all information generated by them or otherwise available to the TCE PI Trust or the Trustee. In the absence of gross negligence, the written opinion of or information provided by any Professional deemed by the Future Claimants' Representative to be qualified as an expert on the particular matter submitted to the Future Claimants' Representative shall be full and complete authorization and protection in support of any action taken or not taken by the Future Claimants' Representative in good faith and in accordance with the written opinion of or information provided by the Professional.

(b) The TCE PI Trust shall promptly reimburse, or pay directly if so instructed, the Future Claimants' Representative for all reasonable fees and costs associated with the Future Claimants' Representative's employment of legal counsel pursuant to this provision in connection with the Future Claimants' Representative's performance of his or her duties hereunder. The TCE PI Trust shall also promptly reimburse, or pay directly if so instructed, the Future Claimants' Representative for all reasonable fees and costs associated with the Future Claimants' Representative's employment of any other Professionals pursuant to this provision in connection with the Future Claimants' Representative's performance of his or her duties

hereunder; provided, however, that (i) the Future Claimants' Representative has first submitted to the TCE PI Trust a written request for such reimbursement setting forth the reasons (A) why the Future Claimants' Representative desires to employ the Professional, and (B) why the Future Claimants' Representative cannot rely on Professionals retained by the TCE PI Trust to meet the need of the Future Claimants' Representative for such expertise or advice, and (ii) the TCE PI Trust has approved the Future Claimants' Representative's request for reimbursement in writing. If the TCE PI Trust agrees to pay for the Future Claimants' Representative's Professional, such reimbursement shall be treated as a Trust Expense. If the TCE PI Trust declines to pay for the Future Claimants' Representative's Professional, it must set forth its reasons in writing. If the Future Claimants' Representative still desires to employ the Professional at TCE PI Trust expense, the Future Claimants' Representative and/or the Trustee shall resolve their dispute pursuant to Section 6.13 below.

5.5 Compensation and Expenses of the Future Claimants' Representative. The Future Claimants' Representative shall receive compensation from the TCE PI Trust in the form of payment at the Future Claimants' Representative's normal hourly rate (currently, \$600 per hour) for services performed. The TCE PI Trust will promptly reimburse the Future Claimants' Representative for all reasonable out-of-pocket costs and expenses incurred by the Future Claimants' Representative in connection with the performance of his or her duties hereunder. Such reimbursement or direct payment shall be deemed a Trust Expense. The TCE PI Trust shall include a description of the amounts paid under this Section 6.5 in the reports to be filed with the Bankruptcy Court (or otherwise made publicly available) and provided to the Future Claimants' Representative, Reorganized Debtor, and Mestek pursuant to Section 2.2(c)(i)

5.6 Procedures for Consultation with the Future Claimants' Representative.

(a) In the event the Trustee is required to consult with the Future Claimants' Representative pursuant to Section 2.2(e) above or on any other matters specified herein, the Trustee shall provide the 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 Trustee shall also provide the Future Claimants' Representative with such reasonable access to Professionals and other experts retained by the TCE PI Trust and its staff (if any) as the Future Claimants' Representative may reasonably request during the time that the Trustee is considering such matter, and shall also provide the Future Claimants' Representative the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

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

(c) Irrespective of the Future Claimants' Representative's consultation rights, the Trustee shall have sole discretion over the operation of the TCE PI Trust and decisions affecting the TCE PI Trust shall ultimately be under the Trustee's authority. However, in the event a dispute arising from these consultation rights, nothing herein shall prohibit the Future Claimants' Representative from bringing an action against the TCE PI Trust in the Bankruptcy Court or other court of competent jurisdiction

SECTION 6

GENERAL PROVISIONS

6.1 Irrevocability. The TCE PI Trust is irrevocable.

6.2 Termination.

(a) The TCE PI Trust shall immediately terminate after the first to occur of the following events:

(i) the later of (a) the 45th anniversary after the Effective Date of the Plan or (b) such later date as may be determined by the Trustee; provided, however, that in the event that the Trustee elects to continue the TCE PI Trust after the 45th anniversary of the Effective Date, the Protected Parties shall continue to have the benefits of the TCE Channeling Injunction but shall have no further funding obligations; or

(ii) If the Reorganized Debtor or Mestek fail to make a payment required under the TCE PI Trust Funding Agreement and fail to cure the payment default in thirty (30) days, the Reorganized Debtor and Mestek shall be in default and the TCE PI Trust shall be entitled to liquidate the collateral and demand payment of any remaining amounts, if any, due to the TCE PI Trust pursuant to the TCE PI Trust Funding Agreement. In the event of such a default, the channeling injunction shall terminate solely as to the Reorganized Debtor and the Mestek Affiliates.

(b) In the event of termination of the TCE PI Trust for any reason, the previous determinations of the TCE PI Trust (including, but not limited to, claim liquidation,

claim rejection, decisions by the Claims Resolution Panel, and arbitration decisions) and the releases delivered by claimants to the TCE PI Trust shall continue to apply to the Reorganized Debtor and the Mestek Affiliates.

(c) Provided the Reorganized Debtor and Mestek are not in default of their respective obligations under the Trust, upon termination of the Trust, any funds remaining in the TCE PI Trust will revert to Mestek.

6.3 Amendments. The Trustee, after consultation with the Future Claimants' Representative, may modify or amend this TCE PI Trust Agreement and the TCE PI Trust By-laws. The Trustee, after consultation with the Future Claimants' Representative, may modify or amend the TDP; provided, however, that no amendment to the TDP shall be inconsistent with the provisions limiting amendments to that document provided therein. Any modification or amendment made pursuant to this Section must be done in writing. Notwithstanding anything contained in this TCE PI Trust Agreement to the contrary, neither this TCE PI Trust Agreement, the TCE PI Trust Bylaws, the TDP, nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair, or modify the efficacy or enforceability of the TCE Channeling Injunction or other releases entered by the Bankruptcy Court through confirmation of the Plan or the TCE PI Trust's qualified settlement fund status under Section 468B of the Internal Revenue Code.

6.4 Meetings. The Trustee and the Future Claimants' Representative, shall be deemed to have attended a meeting in the event such person spends a substantial portion of the day conferring, in person or by telephone conference call, on TCE PI Trust matters with the Future Claimants' Representative or Trustee, as applicable. The Trustee and the Future

Claimants' Representative shall have complete discretion to determine whether a meeting, as described herein, occurred for purposes of Sections 2.2(e) and 5.6 above.

6.5 Severability. Should any provision in this TCE PI Trust Agreement 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 TCE PI Trust Agreement.

6.6 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 TCE PI Trust with respect to his or her TCE PI Trust Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at 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 TCE PI Trust through the initial Trustee:

[To be named prior to Plan Confirmation]

To the initial Future Claimants' Representative:

Eric D. Green
Resolutions LLC
222 Berkeley Street, Suite 1060
Boston, MA 02116

with a copy to:
Young Conaway Stargatt & Taylor LLP
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, DE 19801
Attn: Edwin J. Harron, Esq.

To Reorganized Debtor:

Met-Coil Systems Corp.
711 Ogden Avenue
Lisle, Illinois 60532
Attn: Charles Kuoni

with a copy to:
Goldberg Kohn
55 E. Monroe, Suite 3700
Chicago, Illinois 60604
Attn: Ronald Barliant, Esq.

To Mestek:

Mestek
260 North Elm Street
Westfield, MA 01085
Attn: Nicholas Filler

with a copy to:
Greenberg Traurig, P.C.
77 West Wacker Drive
Suite 2500
Chicago, Illinois 60601
Attn: Nancy A. Peterman, Esq.

- (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.

6.7 Successors and Assigns. The provisions of this TCE PI Trust Agreement shall be binding upon and inure to the benefit of Met-Coil, the TCE PI Trust, the Trustee and Reorganized Debtor, and their respective successors and assigns, except that neither Met-Coil, the TCE PI Trust, the Trustee nor Reorganized Debtor may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this TCE PI Trust Agreement except, in the case of the TCE PI Trust and the Trustee, as contemplated by Section 2.1 above.

6.8 Limitation on Claim Interests for Securities Laws Purposes. TCE PI 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 clause (a) of this Section 6.8 shall not apply to the holder of a claim that is subrogated to a TCE PI Trust Claim as a result of its satisfaction of such TCE PI Trust Claim.

6.9 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this TCE PI Trust Agreement is contained herein and in the documents referred to herein, and this TCE PI 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.

6.10 Headings. The headings used in this TCE PI Trust Agreement are inserted for convenience only and do not constitute a portion of this TCE PI Trust Agreement, nor in any manner affect the construction of the provisions of this TCE PI Trust Agreement.

6.11 Governing Law. This TCE PI Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to Delaware conflict of law principles.

6.12 Settlor Representative and Cooperation. Met-Coil is hereby irrevocably designated as the Settlor, and it is hereby authorized to take any action required of the Settlor in connection with the TCE PI Trust Agreement. The sole obligation of the Reorganized Debtor under this TCE PI Trust Agreement shall be the establishment of the TCE PI Trust; provided, however that the Reorganized Debtor agrees to cooperate with the TCE PI Trust through the sharing of information and data relevant to the settlement of TCE PI Trust Claims.

6.13 Dispute Resolution. Any disputes that arise under this TCE PI Trust Agreement or under the TDP 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, or such other court of competent jurisdiction, for a judicial determination of the matter. In either case, if the dispute arose pursuant to the consultation provision set forth in Section 5.6, the burden of proof shall be on the party who objected to a proposed action to show that the objection was valid.

6.14 Enforcement and Administration. The provisions of this TCE PI Trust Agreement and the TDP attached hereto shall be enforced by the Bankruptcy Court, or such other court of competent jurisdiction pursuant to the Plan. The parties hereby further acknowledge and agree that the Bankruptcy Court, or such other court of competent jurisdiction, shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by alternative dispute resolution in accordance with Section 6.13 above.

6.15 Effectiveness. This TCE PI Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

6.16 Counterpart Signatures. This TCE PI 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.

IN WITNESS WHEREOF, the parties have executed this TCE PI Trust Agreement this
_____ day of _____, _____.

**MET-COIL SYSTEMS CORPORATION,
SETTLOR, by**

Name: _____

Title: _____

TRUSTEE

[To be named prior to Plan Confirmation]

FUTURE CLAIMANTS' REPRESENTATIVE

Eric D. Green, Esq.

FORM OF
MET-COIL SYSTEMS CORPORATION
TCE PERSONAL INJURY SETTLEMENT TRUST
PROPOSED TRUST DISTRIBUTION PROCEDURES

**MET-COIL SYSTEMS CORPORATION
TCE PERSONAL INJURY SETTLEMENT TRUST**

PROPOSED TRUST DISTRIBUTION PROCEDURES

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**MET-COIL SYSTEMS CORPORATION
TCE PERSONAL INJURY SETTLEMENT TRUST
PROPOSED TRUST DISTRIBUTION PROCEDURES
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**MET-COIL SYSTEMS CORPORATION
TCE PERSONAL INJURY SETTLEMENT TRUST
PROPOSED TRUST DISTRIBUTION PROCEDURES**

The Met-Coil Systems Corporation TCE Personal Injury Trust Distribution Procedures ("TDP") contained herein provide for resolving all TCE PI Trust Claims¹ as provided in and required by the Plan and the TCE PI Trust Agreement. The Plan and TCE PI Trust Agreement establish the TCE PI Trust. The Trustee shall implement and administer this TDP in accordance with the Plan, the TCE PI Trust Agreement and the Confirmation Order.

SECTION 1

Introduction

1.1 Purpose

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

1.2 Interpretation

Nothing in this TDP shall be deemed to create a substantive right for any holder of a TCE PI Trust Claim.

SECTION 2

Overview

2.1 TCE PI Trust Goals

The goal of the TCE PI Trust is to treat all holders of TCE PI Trust Claims fairly and equitably. This TDP furthers that goal by setting forth procedures for processing and paying

¹ Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the TCE PI Trust Agreement.

TCE PI Trust Claims generally on an impartial, first-in-first-out ("FIFO") basis, with the intention of paying all holders of such claims over time as equivalent a share as possible of the value of their claims based on risk that a claimant's currently manifested or potential future personal injury were the result of such claimant's exposure to TCE allegedly released from the Debtor's Lockformer Site.

Through the Individual Review Process, the TDP establishes a two-tiered schedule of TCE-related diseases ("Disease Levels"), each of which have presumptive medical and exposure requirements ("Medical/Exposure Criteria") and a liquidated value ("Liquidated Value") falling between a specific Maximum Value and Minimum Value (as each is defined below). Through the Exposure Payment Process, the TDP also provides a compensation value ("Exposure Value") to certain individuals who meet presumptive exposure requirements ("Exposure Criteria") and have injuries other than the Disease Level I and Disease Level II diseases set forth in Section 4.3(a)(2).

The Disease Levels, Medical/Exposure Criteria, Maximum Value, Minimum Value, Exposure Value, and Exposure Criteria as defined and set forth in Section 4.3 below, have been derived with the intention of fully satisfying all TCE PI Trust Claims in light of the best available information considering the settlement history of Met-Coil and/or the Mestek Affiliates, the available defenses of Met-Coil and the Mestek Affiliates, the individual strengths and weaknesses of each TCE PI Trust Claim, and the rights that holders of TCE PI Trust Claims would have in the court system absent the Chapter 11 Case (other than rights to punitive damages).

2.2 TCE PI Trust Claim Liquidation Procedures

TCE PI Trust Claims shall be processed based on their place in the FIFO Processing

Queue as defined in, and to be established pursuant to, Section 4.1(a) below. The TCE PI Trust shall take all reasonable steps to resolve TCE PI Trust Claims as efficiently and expeditiously as possible at each stage of claims processing and arbitration.

For TCE PI Trust Claims that the Debtor has not liquidated on or before the Effective Date, the TCE PI Trust shall liquidate TCE PI Trust Claims that meet the presumptive Medical/Exposure Criteria for the Individual Review Process described in Section 4.3(a) herein or the Exposure Criteria for the Exposure Payment Process described in Section 4.3(b) herein.

All unresolved disputes concerning the determination of a proper Disease Level for TCE PI Trust Claims shall be subject to review by the Claims Resolution Panel as set forth in Section 4.7 below. If the Claims Resolution Panel does not resolve such dispute concerning a qualifying disease or appropriate Disease Level, or if the claimant seeks to appeal the Liquidated Value of its claim, a claimant may elect mediation and, if necessary, binding or non-binding arbitration as set forth in Section 4.8(b) below under the ADR Procedures that are provided in Attachment A hereto. TCE PI Trust Claims that are the subject of a dispute with the TCE PI Trust that cannot be resolved by mediation or arbitration may enter the court system as provided in Section 4.8(c). However, if and when a claimant obtains a judgment in the court system, the judgment, if any, will be payable as provided in Section 6.6.

All unliquidated TCE PI Trust Claims will be analyzed and liquidated by the TCE PI Trust's Individual Review Process described in Section 4.3(b). The TCE PI Trust can offer the holder of a TCE PI Trust Claim an amount up to the Maximum Value for such claimant's corresponding Disease Level subject to the limitations set forth herein.

Based upon the settlement history of Met-Coil and/or the Mestek Affiliates and in light of applicable tort law, existing medical data, and current projections of present and future

unliquidated claims, the Maximum and Minimum Values set forth in Section 4.3(a)(3) have been established for each of the Disease Levels for the Individual Review Process, with the expectation that the combination of settlements resulting from the Individual Review Process will not exceed the TCE PI Trust Assets.

2.3 TCE PI Trust's Determination of the Payment Percentage

The TCE PI Trust shall estimate or model the amount of cash flow anticipated to be necessary over its entire life to ensure that funds will be available to satisfy all Future TCE Demands in a substantially similar manner. At the discretion of the Trustee, in the event that the TCE PI Trust Assets are not sufficient to cover the anticipated full value of the claims projected to be received, the Trustee may develop and institute a process for reducing the Liquidated Value of TCE PI Trust Claims (the "Payment Percentage"), whereby a claimant will receive a pro-rata share of the Liquidated Value of their TCE PI Trust Claim after it is determined pursuant to the procedures under the Individual Review Process, arbitration, or litigation in the court system. The Payment Percentage shall not apply to liquidated TCE PI Trust Claims described in Section 4.2 below.

If instituted, the Payment Percentage may be adjusted upwards or downwards from time to time by the Trustee, after consultation with the Future Claimants' Representative, to reflect then-current estimates of the TCE PI Trust Assets and its liabilities. The Trustee must base his or her determination of the Payment Percentage on current estimates of the number, types, and values of present and anticipated future TCE PI Trust Claims, the value of the assets then available to the TCE PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full Liquidated Value to all holders of TCE PI Trust

Claims.

2.4 TCE PI Trust Indemnity and Contribution Claims

As defined and set forth in Section 4.4 below, Indirect TCE PI Trust Claims, if any, shall be subject to the same categorization, evaluation, and payment provisions of this TDP as all other TCE PI Trust Claims.

SECTION 3

TDP Administration

3.1 Future Claimants' Representative

Pursuant to the Plan and the TCE PI Trust Agreement, the Trustee shall administer the TCE PI Trust and this TDP in consultation with the Future Claimants' Representative. The Trustee shall consult with the Future Claimants' Representative on any amendments to this TDP pursuant to Section 7.1 below, and on such other matters as are otherwise required below and in Section 6.6 of the TCE PI Trust Agreement. The initial Future Claimants' Representative is identified in the TCE PI Trust Agreement.

3.2 Consultation Procedures

In those circumstances in which their consultation is required, the Trustee will provide written notice to the Future Claimants' Representative of the specific amendment or other action that is proposed. The Trustee will not implement such amendment(s) or take such action unless and until the parties have engaged in the Consultation Process as defined and described in Section 5.6 of the TCE PI Trust Agreement.

SECTION 4

Resolution of TCE PI Trust Claims

4.1 Ordering, Processing and Payment of Claims

4.1(a) Ordering of Claims

4.1(a)(1) Establishment of the FIFO Processing Queue

The TCE PI Trust will order on a FIFO basis TCE PI Trust Claims that are sufficiently complete to be reviewed for processing purposes except as otherwise provided herein (the "FIFO Processing Queue"). If any TCE PI Trust Claims are filed on the same date, the claimant's position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the alleged TCE-associated disease or injury.

4.1(a)(2) Effect of Statutes of Limitations and Repose

To be eligible for a place in the FIFO Processing Queue, a TCE PI Trust Claim must meet the applicable statute of limitation in Illinois that was in effect at the time of the filing of the Claim Form (as defined in Section 4.3 below) against the TCE PI Trust. However, the running of the relevant statute of limitation shall be tolled as of the filing of a TCE PI Trust Claim with the requisite supporting documentation with the TCE PI Trust after the Effective Date.

4.1(b) Payment of Claims Liquidated After the Effective Date

TCE PI Trust Claims that are liquidated after the Effective Date through the Individual Review Process as described in Section 4.3(a), by a determination of the Claims Resolution Panel as provided by Section 4.8(a), by arbitration as provided in Section 4.8(b), or by litigation in the court system provided in Section 4.8(c), shall be paid, subject to the terms of this TDP and the TCE PI Trust Agreement, in FIFO order based on the date that the TCE PI Trust liquidates the TCE PI Trust Claim (the "FIFO Payment Queue"), except as otherwise provided herein.

Where the claimant is deceased or has been determined to be incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant's representative, an offer made by the TCE PI Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending; provided that the TCE PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or to the probate process for approval prior to the expiration of the time to accept the offer. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant's representative and the TCE PI Trust receives written notice of the approval and acceptance, the TCE PI Trust shall place such claim in the FIFO Payment Queue and shall pay, subject to the terms of this TDP and the TCE PI Trust Agreement, the claim in the amount so offered and accepted.

If any claims are liquidated on the same date, the claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant's TCE-related disease or, in the case of Exposure-Only Claims, the claimant's date of birth.

4.2 Resolution of Liquidated TCE PI Trust Claims

On the Effective Date, the Reorganized Debtor shall provide the Trustee with a list of (i) any TCE PI Trust Claims liquidated prior to the Effective Date and the holders of such liquidated TCE PI Trust Claims and (ii) funds sufficient to pay all such liquidated TCE PI Trust Claims in full as agreed to by the Future Claimants' Representative, Mestek and Met-Coil. Within five (5) business day after the Effective Date, the TCE PI Trust shall pay the holder of a liquidated TCE PI Trust Claim the amount of such holder's liquidated claim. To the extent that a dispute arises concerning the amount of a TCE PI Trust Claim liquidated prior to the Effective Date, the holder

of such Claim and the Reorganized Debtor shall resolve such dispute in the Bankruptcy Court or such other court of competent jurisdiction. Notwithstanding anything in the TCE PI Trust Agreement or this TDP to the contrary, no holder of a TCE PI Trust Claim liquidated prior to the Effective Date shall be required to file a Claim Form against the TCE PI Trust, participate in the Individual Review Process or otherwise be subject to the other processing or payment provisions of the TDP.

4.3 Resolution of Unliquidated TCE PI Trust Claims

After the establishment of the TCE PI Trust, the Trustee, after consultation with the Future Claimants' Representative, shall adopt procedures for reviewing and liquidating all TCE PI Trust Claims that are unliquidated as of the Effective Date, including deadlines for processing such claims. Such procedures shall also require that claimants seeking resolution of unliquidated TCE PI Trust Claims first file the appropriate Individual Review Process or Exposure Payment Process claim form (each referred to herein individually as a "Claim Form"), together with the required supporting documentation, in accordance with the provisions of Section 5.2 below.

The Individual Review Claim Form (as defined in Section 4.3(a)(1)) shall require the claimant to assert his or her claim for the Scheduled Disease in the highest Disease Level for which the claim qualifies at the time of filing. All claims shall be deemed to be a claim for the highest Disease Level alleged on the Individual Review Claim Form, and all lower Disease Levels for which the claim or claimant may also qualify at the time of filing or in the future shall be treated as subsumed into the Disease Level asserted by the claimant for processing, release and payment purposes.

Upon the filing of a valid Individual Review Claim Form with the required supporting documentation, the holder of the claim set forth in such Claim Form shall be placed in the FIFO

Processing Queue in accordance with the ordering criteria described in Section 4.1(a) above.

4.3(a) Individual Review Process

4.3(a)(1) In General

All claimants seeking liquidation of their claims pursuant to the Individual Review Process shall file the TCE PI Trust's Individual Review Claim Form (the "Individual Review Claim Form") provided in Attachment B hereto. Claimants asserting personal injury claims in either Disease Level shall receive Individual Review of their claims, as well as of their medical/exposure evidence. The Individual Review Process is intended to result in payments equal to the full Liquidated Value for each claim in an amount between the Minimum Value and the Maximum Value indicated in Section 4.3(a)(3) below.

4.3(a)(2) Disease Levels, Maximum and Minimum Values

Each TCE PI Trust Claim shall be assigned a Disease Level for the disease alleged and supported by the evidence submitted in the Individual Review Claim Form. The Scheduled Diseases compensable under the Individual Review Process and the corresponding Maximum and Minimum Values are as follows:

<u>Disease Level</u>	<u>Scheduled Diseases*</u>	<u>Maximum Value</u>	<u>Minimum Value</u>
I	Kidney Cancer Liver Cancer Non-Hodgkin's Lymphoma	\$300,000	\$100,000

<u>Disease Level</u>	<u>Scheduled Diseases*</u>	<u>Maximum Value</u>	<u>Minimum Value</u>
II	Hodgkin's Lymphoma Bladder Cancer Cervical Cancer Esophageal Cancer Leukemia Myeloma Pancreatic Cancer Colon Cancer Squamous Cell Skin Cancer (mortality only) Lung Cancer** Stomach Cancer Ovarian Cancer Prostate Cancer	\$25,000	\$7,500

* The Scheduled Diseases are cancer endpoints that have been shown to have a statistically significant association with TCE exposure in published studies. The list is not meant to be an assessment of disease causation. Met-Coil, the Reorganized Debtor and the Mestek Affiliates were not involved in the establishment of this chart, and make no admissions regarding the same.

** To qualify for a Disease Level II Lung Cancer claim, the claimant must be a non-smoker (or have not smoked cigarettes for at least 15 years prior to diagnosis). Claimants with a documented history of smoking qualify only for Exposure Payment.

Where a holder of a TCE PI Trust Claim asserts a disease or injury other than the Scheduled Diseases, such claim shall be eligible only for the Exposure Payment Process pursuant to Section 4.3(b). Alternatively, a claimant that asserts a claim based upon a disease or injury other than the Scheduled Diseases may submit the claim for resolution by the Claims Resolution Panel pursuant to Section 4.8(a).

The Trustee, after consultation with the Future Claimants' Representative pursuant to Section 5.6 of the TCE PI Trust Agreement, may adjust these Disease Levels, Scheduled Diseases, Maximum Values, or Minimum Values for good cause.

4.3(a)(3) Valuation Factors to be Considered in Individual Review Process

The TCE PI Trust will develop a Liquidated Value for each TCE PI Trust Claim by adjusting the value of the TCE PI Trust Claim for the length of exposure to TCE, level of

exposure to TCE, and other relevant factors. The Liquidated Value shall be adjusted between the Maximum and Minimum Values based upon the evidence presented in the Individual Review Claim Form. Based upon the available data, the TCE PI Trust anticipates that application of the following valuation factors will result in the majority of TCE PI Trust Claims subject to the Individual Review Process being valued by the Trustee at the Minimum Value.

4.3(a)(3)(A) Duration of Exposure

The TCE PI Trust shall adjust the value of the TCE PI Trust Claim by a factor based upon evidence of the length of the claimant's exposure to TCE allegedly originating from the Lockformer Site. For most claimants, this evidence will consist of proof of residence at a home primarily supplied with drinking water by a residential well in the area south of the Lockformer Site (the "Designated Area")² as set forth on Attachment D hereto. Claimants must also provide evidence of the duration of exposure and the source of water that they consumed or to which they were otherwise exposed during the period of the alleged exposure.

Claimants that provide credible evidence of residence in a home primarily supplied with drinking water from a residential well in the LeClerq Class Action Area of the Designated Area for a cumulative period of more than twenty (20) years after 1971 shall be presumed to satisfy the duration of exposure requirement for the Maximum Value for the Disease Level. Claimants that provide credible evidence of TCE exposure, including residence in a home primarily supplied with drinking water from a residential well, contaminated with TCE allegedly originating from the Lockformer Site, for a cumulative period of not more than twenty (20) years after 1971 but not less than one year, shall be reduced from the Maximum Value by a factor proportionate to the duration of exposure. In no event shall a claim be reduced to a value less

² The Designated Area has been fixed by the Bankruptcy Court based on evidence provided on behalf of the Future Claimants' Representative, and neither the Debtor, the Reorganized Debtor nor the Mestek Affiliates adopts or admits to the Designated Area.

than the Minimum Value due solely to length of exposure.

4.3(a)(3)(B) Level of Exposure

The TCE PI Trust shall also adjust the TCE PI Trust Claim subject to Individual Review based upon the level of TCE concentration to which the claimant was exposed. Claimants may meet the level of exposure requirement either by presenting credible evidence of residence in a home primarily supplied with drinking water from a residential well within the LeClerq Class Action Area of the Designated Area (as set forth in Attachment D hereto), or upon presenting credible evidence of the level of TCE contamination detected from a sample of the well water from which the TCE exposure is alleged.

Claimants that provide credible evidence of residence in a home primarily supplied with drinking water from a residential well in the LeClerq Class Action Area shall be presumed to satisfy the level of exposure requirement for the Maximum Value for the Disease Level. For claims that do not meet the LeClerq Class Action Area presumption, claimants must provide credible evidence of exposure to TCE at a level equal to or greater than 3.7 ppb to satisfy the level of exposure requirement for Maximum Value for the Disease Level. Claimants that provide credible evidence of exposure to TCE at a detectable level less than 3.7 ppb, including claims from the Mejdrech Class Action Areas of the Designated Area (as set forth in Attachment D hereto), shall be reduced from the Maximum Value by a factor proportionate to the reduced level of exposure. In no event shall a claim be reduced to a value less than the Minimum Value due solely to level of exposure.

4.3(a)(3)(C) Other Factors

The TCE PI Trust may also take into consideration other factors regarding the severity of damages including, but not limited to (i) the degree to which the characteristics of a personal

injury claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; and (iii) evidence that the claimant's damages were (or were not) caused by TCE exposure allegedly from the Lockformer Site (for example, alternative causes, such as other exposure to TCE or similar chemicals, and the strength of documentation of injuries). Although the majority of claims will be valued between the Maximum and Minimum Values listed above in Section 4.3(a)(2), the Trustee shall have the discretion to assign a Liquidated Value below the Minimum Value as a result of any of the above factors.

4.3(b) Exposure Payment Process

4.3(b)(1) In General

The Exposure Payment Process provides claimants who have been exposed to TCE allegedly originating from the Lockformer Site, but have not been diagnosed with a Scheduled Disease ("Exposure-Only Claimants"), with a substantially less burdensome process for pursuing TCE PI Trust Claims for exposure ("Exposure-Only Claims") than does the Individual Review Process described in Section 4.3. The Exposure Payment Process allows claimants to elect a single, cash payment that will be paid rapidly and that requires minimal documentation for pursuing claims. Claimants electing the Exposure Payment Process will be considered and paid before claimants filing at the same time who elect to participate in the Individual Review Process.

4.3(b)(2) Election

All Exposure-Only Claimants may elect to receive a payment from the TCE PI Trust to compensate for their exposure, any diagnoses of a malignant or non-malignant disease that is not

listed as a Level I or Level II Scheduled Disease, and their fear of developing a disease as a result of the exposure. Holders of Exposure-Only Claims may elect to make a full and final settlement with the TCE PI Trust (except to the extent that the Exposure-Only Claimant may subsequently bring a claim for a Scheduled Disease as provided in Section 4.3(b)(5) herein) in exchange for a single cash payment dependent upon the location and duration of the Exposure-Only Claimant's residence near the Lockformer Site.

4.3(b)(3) Eligibility

Individuals who resided or reside within the Designated Area are presumptively eligible for Exposure Payments. Presumptively valid proof of exposure shall be credible evidence of cumulative residence of at least one year in a home that relied primarily upon a private well as a source of residential water, where residence occurred between 1971 and the Petition Date in the LeClerq Class Action Area, 1986 and the Petition Date in Mejdrech Class Action Area B, 1987 and the Petition Date in Mejdrech Class Action Area D, or 1991 and the Petition Date in Mejdrech Class Action Area C of the Designated Area.³

4.3(b)(4) Processing and Payment

All holders of TCE PI Trust Claims seeking liquidation of their claims pursuant to the Exposure Payment Process shall file the TCE PI Trust's Exposure Payment Process Claim Form provided in Attachment C hereto ("Exposure-Only Claim Form"). When the Exposure Only Claim Form is reached in the FIFO Processing Queue, the Trustee shall determine whether the claim described therein meets the Exposure Criteria, shall adjust the Liquidated Value in accordance with the factors listed in Section 4.2, and shall advise the personal injury claimant of

³ The LeClerq and Mejdrech Class Action Areas are defined in Attachment D hereto.