

**EXHIBIT 1**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:

PITTSBURGH CORNING CORPORATION,

Debtor

In Proceedings for a  
Reorganization Under  
Chapter 11

Case No. 00-22876-TPA

Document No. \_\_\_\_\_

Related to Doc. Nos. 8928 & 9402

**TECHNICAL AMENDMENTS TO MODIFIED THIRD AMENDED PLAN OF  
REORGANIZATION FOR PITTSBURGH CORNING CORPORATION  
DATED JANUARY 29, 2009  
JOINTLY PROPOSED BY PITTSBURGH CORNING CORPORATION,  
THE OFFICIAL COMMITTEE OF ASBESTOS CREDITORS  
AND THE FUTURE CLAIMANTS' REPRESENTATIVE**

The Plan Proponents hereby submit the following Plan amendments, beginning with the cover page of the Plan and continuing thereafter:

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re:	)	In Proceedings for a
PITTSBURGH CORNING CORPORATION	)	Reorganization under Chapter 11
Debtor.	)	CASE NO. 00-22876 <del>JKF</del> <u>TPA</u>

**MODIFIED THIRD AMENDED PLAN OF REORGANIZATION FOR  
PITTSBURGH CORNING CORPORATION DATED JANUARY 29, 2009  
JOINTLY PROPOSED BY PITTSBURGH CORNING CORPORATION,  
THE OFFICIAL COMMITTEE OF ASBESTOS CREDITORS  
AND THE FUTURE CLAIMANTS' REPRESENTATIVE**

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\* \* \* \*

## 1.1 Defined Terms

As used herein, the following terms shall have the respective meanings specified below, unless the context otherwise requires:

\* \* \* \*

### Funding Effective Date

Thirty Business Days following the later of:

\* \* \* \*

(c) notice that (i) all of the conditions precedent to Plan Confirmation, as set forth in Section 8.1 of the Plan, ~~have been satisfied~~ and ~~that~~ (ii) all of the conditions precedent to the Effective Date, as set forth in Section 8.2 of the Plan, have been satisfied or have been waived in writing in accordance with Section 8.5 of the Plan;

\* \* \* \*

## 2.1 Payment of Allowed Administrative Expenses

\* \* \* \*

(c) The Bankruptcy Court shall fix ~~in the Confirmation Order~~ pursuant to motion to be filed by the Debtor a date for the filing of all applications for allowance of Administrative Expense Claims and for final allowances of compensation or reimbursement of expenses under Sections 330 and 507 of the Bankruptcy Code and for Claims of the Future Claimants' Representative.

\* \* \* \*

## 8.1 Conditions Precedent to Plan Confirmation

The Confirmation Order shall be signed or affirmed by the District Court, and shall be, in form and substance, acceptable to the Plan Proponents, PPG and Corning. ~~As~~ Except as may be waived under Section 8.5 of the Plan, as a condition precedent to confirmation of the Plan, the following findings or conclusions shall be contained in the Confirmation Order to be signed or affirmed by the District Court:

\* \* \* \*

## 8.2 Conditions Precedent to the Effective Date

The Plan shall be of no force and effect until the Effective Date. The occurrence of the Effective Date is subject to satisfaction of the following conditions precedent:

\* \* \* \*

**8.2.2** There is no stay in effect with respect to the Confirmation Order, ~~and~~ the Confirmation Order, ~~including the Asbestos Permanent Channeling Injunction~~, shall be in full force and effect; the Asbestos Permanent Channeling Injunction shall provide that it shall be in full force and effect upon the Effective Date; and no appellate court on an appeal described in 11 U.S.C. § 524(g)(6) shall have issued any order, opinion or mandate construing or interpreting the Confirmation Order or the jurisdiction of the court issuing or approving the Confirmation Order in any manner materially inconsistent with the description of the Asbestos Permanent Channeling Injunction set forth in the disclosure statement relating to the Plan.

\* \* \* \*

**8.2.6** The Debtor shall have executed all instruments necessary to provide for the issuance of the Reorganized PCC Common Stock ~~shall have been issued~~ to the Asbestos PI Trust on the Effective Date.

\* \* \* \*

## 8.3 Notice and Simultaneous Actions

The Asbestos PI Trust will provide written notice to Corning, PPG and the PPG Participating Insurers that (i) all of the conditions precedent to Plan Confirmation, as set forth in Section 8.1 of the Plan, ~~have been satisfied~~ and that(ii) all of the conditions precedent to the Effective Date, as set forth in Section 8.2 of the Plan, including entry of a Final Order, have been satisfied or have been waived in writing in accordance with Section 8.5 of the Plan. PPG will provide written notice to the Asbestos PI Trust, the PPG Participating Insurers and Corning that the conditions precedent set forth in Section II of the PPG Trust Funding Agreement have been satisfied or waived in writing by PPG and the PPG Participating Insurers within two Business Days of such satisfaction or waiver in writing. Corning will provide written notice to the Asbestos PI Trust, PPG and the PPG Participating Insurers that the conditions precedent set forth in Section II of the Corning Trust Funding Agreement have been satisfied or waived in writing by Corning within two Business Days of such satisfaction or waiver in writing. Any actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any other such action.

\* \* \* \*

## **8.5 Waiver of Conditions Precedent ~~to the Effective Date~~**

Notwithstanding the foregoing, and subject to approval by PPG and Corning by stipulation entered ~~as an order in~~ on the docket of the Bankruptcy Court, the Plan Proponents reserve the right to waive the occurrence of any of the conditions precedent ~~to the Effective Date~~ set forth in Section 8.1 or 8.2 of the Plan or to modify any of such conditions precedent. Except as set forth herein, any such waiver of a condition precedent may be effected at any time, without notice, without leave or order of the Bankruptcy Court, and without any formal action other than filing of the stipulation as executed by PPG and Corning and proceeding to consummate the Plan; provided however, such waiver shall have no effect on the rights or obligations of (a) any PPG Participating Insurer under the PPG Trust Funding Agreement, absent the consent of such PPG Participating Insurer; or (b) any PCC Settled Insurer under a PCC Insurance Settlement Agreement, absent the consent of such PCC Settled Insurer.

\* \* \* \*

### **9.1.1 Creation of Asbestos PI Trust and Distribution of Assets in Qualified Settlement Funds**

The Asbestos PI Trust Agreement, and thus the creation of the Asbestos PI Trust, shall become effective on the Effective Date; provided, however, that prior to the Effective Date the Trustees may take actions authorized by order of the Bankruptcy Court. The Asbestos PI Trust should constitute a qualified settlement fund or funds pursuant to the regulations under Section 468B of the Internal Revenue Code. The Interim Qualified Settlement Fund will be dissolved and the assets transferred to the Asbestos PI Trust. In addition, the assets contained in the qualified settlement fund that was established by the Bankruptcy Court pursuant to an order entered on December 10, 2004 (“KWELM QSF”) will be transferred to the Asbestos PI Trust.

### **9.1.2 Appointment of Trustees**

On the Confirmation Date, or upon motion filed by one or more of the Plan Proponents following the Confirmation Date, and effective as of the Effective Date, the Bankruptcy Court shall appoint three (3) individuals selected jointly by the Committee of Asbestos Creditors and the Future Claimants’ Representative (as identified in Exhibit 4 to the Disclosure Statement) to serve as Trustees of the Asbestos PI Trust.

\* \* \* \*

### **9.1.6 Transfer of Channeled Asbestos PI Trust Claims and Defenses; Administrative Agreements**

On the Effective Date, the Debtor and the Asbestos Protected Parties, in their capacity as such, will transfer and assign or cause to be transferred and assigned, to the Asbestos PI Trust, the Channeled Asbestos PI Trust Claims, and will, to the extent such claims are channeled to the Asbestos PI Trust, transfer and assign [pursuant to Section 1.3 of the Asbestos PI Trust Agreement](#) any defenses or other rights related thereto other than rights against the Asbestos Protected Parties. In consideration for the property to be transferred to the Asbestos PI Trust and in furtherance of the purposes of the Asbestos PI Trust and the Plan, upon such transfer, the Asbestos PI Trust will assume liability pursuant to the Plan for all Channeled Asbestos PI Trust Claims, including Demands. Reorganized PCC and the Asbestos Protected Parties shall have no further financial or other responsibility or liability therefor.

\* \* \* \*

### 9.2.3 Management of Reorganized PCC

On the Effective Date, the Board of Directors shall consist of the Chief Executive Officer of Reorganized PCC, the Chief Financial Officer of Reorganized PCC and ~~four~~<sup>six</sup> additional directors identified in Section XV.A of the Disclosure Statement [\(as supplemented by notice filed with the Bankruptcy Court on February 10, 2016, at Docket No. 10478\)](#). The officers of the Debtor immediately prior to the Effective Date shall serve as the officers of Reorganized PCC on and after the Effective Date in accordance with any employment agreement with Reorganized PCC and applicable non-bankruptcy law.

\* \* \* \*

### 11.1 Payment of Statutory Fees

The Debtor shall pay all fees payable pursuant to Section 1930 of Title 28 of the United States Code, ~~as determined by the District Court at the hearing on confirmation of the Plan, on or before the Effective Date.~~

\* \* \* \*

### 11.15 Notice

~~Any~~<sup>(a)</sup> [Except as otherwise provided in subsection \(b\) of this Section, any](#) notices, requests and demands required or permitted to be provided under the Plan, in order to be effective, shall be in writing, and unless otherwise expressly provided herein, shall be deemed to have been duly given and made when actually delivered, or in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows [\(or to such other address or addresses as may be furnished after the Effective Date in writing by a party to each of the other parties listed below in compliance with the terms hereof\)](#):

~~TO THE DEBTOR:~~  
[TO THE DEBTOR:](#)

~~PAUL M. SINGER, ESQ.~~  
JAMES J. RESTIVO, ESQ.  
DAVID ZIEGLER, ESQ.  
DOUGLAS E. CAMERON, ESQ.  
REED SMITH LLP  
225 FIFTH AVENUE

PITTSBURGH, PA 15222-2716  
(412) 288-3131  
(412) 288-3063 (FAX)

TO THE COMMITTEE OF UNSECURED  
TRADE CREDITORS:

DAVID W. LAMPL, ESQ.  
LEECH TISHMAN FUSCALDO & LAMPL, LLC  
~~1800 FRICK BUILDING~~ 525 WILLIAM PENN  
PLACE, 28TH FLOOR  
PITTSBURGH, PA 15219  
(412) 261-1600  
(412) 227-5551 (FAX)

TO THE COMMITTEE OF ASBESTOS  
~~CREDITORS:~~  
CREDITORS

ELIHU INSELBUCH, ESQ.  
~~PETER VAN N. LOCKWOOD, ESQ.~~  
CAPLIN & DRYSDALE, CHARTERED  
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NEW YORK, NY 10022  
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and

ANN C. McMILLAN, ESQ.  
CAPLIN & DRYSDALE, CHARTERED  
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WITH A COPY TO:

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REPRESENTATIVE:

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AMERICAN METRO BLVD.  
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(302) 571-1253 (FAX)

TO PPG:

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~~DAVID A. MURDOCH~~MICHAEL S. NELSON,  
ESQ.  
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(585) ~~423~~231-~~5910~~1941 (FAX)

(b) Section 7.5 of the Asbestos PI Trust Agreement, Section X.J of the PPG Trust Funding Agreement, and Section V.G of the Corning Trust Funding Agreement shall apply, according to their respective terms, to notices, requests, demands, or other matters governed thereby.

\* \* \* \*

**Exhibit A to  
Modified Third Amended  
Plan of Reorganization**

**PITTSBURGH CORNING CORPORATION**

**ASBESTOS PI TRUST AGREEMENT**

## PITTSBURGH CORNING CORPORATION

### ASBESTOS PI TRUST AGREEMENT

This Pittsburgh Corning Corporation Asbestos PI Trust Agreement (“Asbestos PI Trust Agreement”), dated the date set forth on the signature page hereof and effective as of the Effective Date, is entered into by Pittsburgh Corning Corporation (“PCC,” the “Settlor,” or the “Debtor”), a Pennsylvania corporation, the Debtor and debtor-in-possession in Case No. 00-22876 ~~JKF~~TPA in the United States Bankruptcy Court for the Western District of Pennsylvania, and its Shareholders, PPG Industries, Inc. (“PPG”) and Corning Incorporated (“Corning”), as Settlers; the Future Claimants’ Representative; the Official Committee of Asbestos Creditors (“Committee”); the Trustees (“Trustees”) and the members of the Asbestos PI Trust Advisory Committee (“TAC”), who are further identified on the signature pages hereof and appointed ~~at Confirmation~~ pursuant to the Modified Third Amended ~~Pittsburgh Corning~~ Plan of Reorganization ~~under Chapter 11 of the United States Bankruptcy Code, dated as of August 8, 2008~~ for Pittsburgh Corning Corporation, dated January 29, 2009 Jointly Proposed by Pittsburgh Corning Corporation, the Official Committee of Asbestos Creditors and the Future Claimants’ Representative, as amended through the date hereof (“Plan”), as such Plan may be amended, modified or supplemented from time to time. All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the Plan, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

\* \* \* \*

**7.5 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 Future Claimants’ Representative, in each case as provided on such person’s claim form submitted to the Asbestos PI Trust with respect to his or her Asbestos 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 e-mail 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 Asbestos PI Trust through the Trustees:

~~[TO BE PROVIDED]~~

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2025 Arundel Place  
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To PPG:

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Senior Vice President and General Counsel  
~~David C. Gallagher~~ [Evan A. Bloch](#), Esq.  
~~Corporate Senior~~ Counsel, [Litigation](#)  
~~Enterprise Litigation and Insurance~~  
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One PPG Place, 39th Floor  
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K&L Gates Center  
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Pittsburgh, Pennsylvania 15222-2613

To Corning:

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~~Senior Vice President and General Counsel~~  
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With a copy to:

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Edwin J. Harron, Esq.  
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Wilmington, DE ~~19899-0391~~[19801](http://www.ycst.com)  
Telephone: 302-571-6600  
Facsimile: 302-571-1253

\* \* \* \*

IN WITNESS WHEREOF, the parties have executed this Asbestos PI Trust Agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, ~~2008~~2016.

\* \* \* \*

**Exhibit C  
to  
Modified Third  
Amended Plan of  
Reorganization**

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
PITTSBURGH CORNING CORPORATION**

1. **Corporate Name.** The name of the Corporation is Pittsburgh Corning Corporation.
2. **Registered Office.** The address of the Corporation's registered office in this Commonwealth is 800 Presque Isle Drive, Pittsburgh, Allegheny County, Pennsylvania 15239.
3. **Business Corporation Law of 1988.** The Corporation was incorporated [on March 21, 1937](#), under the Business Corporation Law (Act No. 106; May 5, 1933), and is subject to the provisions of the Business Corporation Law of 1988, as amended.
4. **Stock.** The aggregate number of shares which the Corporation shall have authority to issue is 20,000 shares of Common Stock, no par value. All shares of Common Stock issued by the Corporation shall be voting stock. If the Corporation has at any time more than one class of voting stock, voting power shall be appropriately distributed among such classes by the Board of Directors. Effective upon filing of these Amended and Restated Articles of Incorporation, the Corporation shall have the authority to cancel all outstanding shares of its Common Stock and issue new shares of Common Stock, in accordance with the Corporation's Plan of Reorganization filed in connection with the Corporation's bankruptcy proceeding filed under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the Western District of Pennsylvania.
5. **Personal Liability of Directors and Officers.**
  - (a) **Limitation on Liability of Directors.** To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of directors, no director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a director.
  - (b) **Officers: Standard of Care and Personal Liability.** An officer of the Corporation shall perform his duties as an officer in good faith, and in a manner he reasonably believes to be in the best interests of the Corporation, so long as his performance does not constitute self-dealing, willful misconduct or recklessness. A person who so performs his duties shall not be liable by reason of having been an officer of the Corporation. The provisions of this paragraph (b) shall not apply to (i) the responsibility or liability of an officer pursuant to any criminal statute or (ii) the liability of an officer for the payment of taxes pursuant to Federal, State or local law.

- (c) **Nature and Extent of Rights.** The provisions of this Article shall be deemed to be a contract with each director and officer of the Corporation who serves as such at any time while this Article is in effect, and each director and officer shall be deemed to be so serving in reliance on the provisions of this Article. Any amendment or repeal of this Article or adoption of any bylaw or provision of the Articles of Incorporation of the Corporation which has the effect of increasing director or officer liability shall operate prospectively only and shall not have any effect with respect to any action taken, or any failure to act, by a director or officer prior thereto.
6. **No Cumulative Voting.** The shareholders of the Corporation shall not be entitled to cumulate their votes for the election of directors.
7. **Number and Composition of Board of Directors.** The Board of Directors of the Corporation shall consist of up to ~~seven~~nine (79) but no less than ~~five~~seven (57) persons.
8. **Adoption.** The adoption of these Amended and Restated Articles of Incorporation of Pittsburgh Corning Corporation was authorized and approved in all respects by the United States Bankruptcy Court for the Western District of Pennsylvania, without further action by the stockholders or directors, through confirmation of the Modified Third Amended Plan of Reorganization for Pittsburgh Corning Corporation dated January 29, 2009.
9. **Effectiveness.** These Amended and Restated Articles of Incorporation of Pittsburgh Corning Corporation shall be effective upon filing with the Department of State of the Commonwealth of Pennsylvania and shall supersede the original articles and all amendments thereto.

**Exhibit D  
to  
Modified Third  
Amended Plan of  
Reorganization**

**AMENDED AND RESTATED BYLAWS**

**of**

**PITTSBURGH CORNING CORPORATION**

(a Pennsylvania Business Corporation)

Adopted [Date]

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**PITTSBURGH CORNING CORPORATION (the "Corporation")**

**AMENDED AND RESTATED BYLAWS**

\* \* \* \*

**Section 1.03. Notice of Meetings of Shareholders.** (a) **General Rule.** Written notice of every meeting of shareholders shall be given to each shareholder of record entitled to vote thereat at least

(i) ten days prior to the day named for a meeting ~~called to~~ that will consider a transaction under Chapter 3 of the Business Corporation Law (relating to entity transactions) or a fundamental change under Chapter 19 of the Business Corporation Law (relating to fundamental changes), or

(ii) five days prior to the day named for the meeting in any other case.

Every notice of a meeting of shareholders shall set forth the place, day and hour of the meeting, and any other information required by any provision of the Business Corporation Law or by Section 1.02 or this Section 1.03 of the Bylaws.

\* \* \* \*

**Section 1.05. Organization of Meetings.** (a) **Presiding Officer and Secretary.** At each meeting of the shareholders, the Chairman of the Board, if one has been elected and is present, or if not the President, or in the absence of the President a Vice President designated by the Chairman of the Board or the President, shall preside; and the Secretary, or, in the absence of the Secretary, ~~any Assistant Secretary, or in the absence of the Secretary and any Assistant Secretary~~ a person appointed by the presiding officer of the meeting, shall act as secretary.

\* \* \* \*

**Section 2.06 Quorum of and Action by Directors.**

\* \* \* \*

(d) **Organization.** The Chairman of the Board, if one has been elected and is present, or if not, the President, if he or she is present, or if not, a Director designated by the Board, shall preside at each meeting of the Board. The Secretary, ~~or in his or her absence any Assistant Secretary,~~ shall take the minutes at all meetings of the Board of Directors. In the absence of the Secretary ~~and an Assistant Secretary,~~ the presiding officer shall designate any person to take the minutes of the meeting.

\* \* \* \*

### ARTICLE III

#### OFFICERS AND EMPLOYEES

**Section 3.01. Officers.** The Board of Directors shall elect a President, a Secretary and a ~~Treasurer~~Vice President of Finance (who shall act as, and perform the duties of, the treasurer), may also elect a Chairman of the Board and one or more Vice Presidents, and may appoint such subordinate officers ~~(including one or more Assistant Secretaries and Assistant Treasurers)~~ as it shall deem appropriate. All such officers shall have such authority as is set forth in the Bylaws and as from time to time may be prescribed by the Board. The officers shall be natural persons of full age, and may, but need not be, shareholders of the Corporation. The Chairman, if one is elected, and the President shall be elected from among the Directors of the Corporation; the other officers may but need not be Directors. Any number of offices may be held by the same person. Each officer shall hold office until the next annual meeting of the Board and until a successor has been selected and qualified, or until his or her earlier death, resignation or removal.

\* \* \* \*

**Section 3.05. The Chief Financial Officer.** The Chief Financial Officer shall be the chief financial officer of the Corporation. Subject to the control of the Board of Directors, the Chief Financial Officer shall have general supervision of and general management of the financial affairs of the Corporation. The Chief Financial Officer shall exercise such further powers and duties as from time to time may be prescribed in the Bylaws or by the Board of Directors. The Chief Financial Officer may be a Vice President ~~and/or the Treasurer~~ of the Corporation, but shall not be the President.

\* \* \* \*

**Section 3.07. The Secretary and Assistant Secretaries.** It shall be the responsibility of the Secretary (a) to keep an original or duplicate record of the proceedings of the shareholders and the Board of Directors, and a copy of the Articles and of the Bylaws; (b) to give such notices as may be required by law or the Bylaws; (c) to be custodian of the Corporation's contracts, insurance policies, leases, deeds and other business records; (d) to keep the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (e) to have charge of and keep, or cause to be kept by a transfer agent or registrar, blank share certificates, the stock books of the Corporation and such records as to the identity of the shareholders, and as to the shares issued to and held of record by them, as may be required by law; and (f) to exercise all powers and duties incident to the office of Secretary. The Secretary

shall have such further powers and duties as from time to time may be prescribed in the Bylaws or by the Board of Directors or the President. ~~The Assistant Secretaries shall assist the Secretary in the performance of his or her duties and shall also exercise such further powers and duties as from time to time may be prescribed by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his or her absence or disability, an Assistant Secretary shall exercise the powers and duties of the Secretary.~~

**Section 3.08. ~~The Treasurer and Assistant Treasurers~~Vice President of Finance.** It shall be the responsibility of the ~~Treasurer~~Vice President of Finance (a) to see that the Corporation's books, reports, financial statements, tax returns, certificates and other documents and records required by law are properly prepared, kept and filed; (b) to be the principal officer in charge of tax and financial matters, budgeting and accounting of the Corporation; (c) to have charge and custody of and be responsible for the Corporation's funds, securities and investments; (d) to receive, endorse for collection and give receipts for checks, notes, obligations, funds and securities of the Corporation, and deposit monies and other valuable effects in the name and to the credit of the Corporation, in such depositories as shall be designated by the Board of Directors; (e) subject to the provisions of Section 6.02, to cause the funds of the Corporation to be disbursed by payment in cash or by checks or drafts upon the authorized depositories of the Corporation, and to cause to be taken and preserved proper vouchers for such disbursements; (f) to render to the President and the Board of Directors whenever they may require it an account of all his transactions as ~~Treasurer~~Vice President of Finance, and reports as to the financial position and operations of the Corporation; (g) to keep appropriate, complete and accurate books and records of account of all the Corporation's business and transactions; and (h) to exercise all powers and duties incident to the office of ~~Treasurer. The Treasurer~~treasurer. The Vice President of Finance shall have such further powers and duties from time to time as may be prescribed in the Bylaws or by the Board of Directors or the President. ~~The Assistant Treasurers shall assist the Treasurer in the performance of his or her duties and shall also exercise such further powers and duties as from time to time may be prescribed by the Board of Directors, the President or the Treasurer. In the absence or disability of the Treasurer, or at the direction of the Board or the President, an Assistant Treasurer shall exercise the powers and duties of the Treasurer.~~

\* \* \* \*

## ARTICLE V

### SHARES OF CAPITAL STOCK

**Section 5.01. Share Certificates.** (a) **Form; Signatures.** Every holder of fully-paid shares of stock of the Corporation shall be entitled to a certificate or certificates, to be in

such form as the Board of Directors may from time to time approve, and signed by the President or a Vice President and the Secretary or the ~~Treasurer or an Assistant Secretary or an Assistant Treasurer~~ Vice President of Finance, which shall represent the number and class of shares of stock owned by such holder. Where a share certificate is signed by a transfer agent or a registrar the signature of any corporate officer upon such certificate may be a facsimile, engraved or printed. In case any officer who has signed, or whose facsimile signature has been placed upon, any share certificate shall have ceased to be such officer because of death, resignation or otherwise, before the certificate is issued, it may be issued with the same effect as if the officer had not ceased to be such at the date of its issue.

\* \* \* \*

## ARTICLE VI

### MISCELLANEOUS CORPORATE TRANSACTIONS AND DOCUMENTS

**Section 6.01. Execution of Notes, Contracts and Other Instruments.** All authorized notes, bonds, endorsements (other than for deposit), guarantees and all evidences of indebtedness of the Corporation whatsoever, and all authorized deeds, indentures, mortgages, contracts and other instruments requiring execution by the Corporation, may be signed by the President or any Vice President, ~~or the Treasurer~~ and authority to sign any of the foregoing, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the Corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any other person or persons if authorized to do so by the Board of Directors, which authority may be general or confined to specific instances.

\* \* \* \*

**Exhibit F to  
Modified Third Amended  
Plan of Reorganization**

**TRUST FUNDING AGREEMENT IN CONNECTION WITH THE  
PITTSBURGH CORNING CORPORATION PLAN OF REORGANIZATION,  
AMONG PPG INDUSTRIES, INC., ITS PARTICIPATING INSURERS,  
THE OFFICIAL COMMITTEE OF UNSECURED ASBESTOS CREDITORS, AND  
LAWRENCE FITZPATRICK, LEGAL REPRESENTATIVE FOR FUTURE CLAIMANTS**

\* \* \* \*

**III. Contributions to the Asbestos PI Trust**

If each of the conditions in Section II is either satisfied or waived by the party (or parties) as to which such conditions are applicable, then PPG and the Participating Insurers shall make the following contributions to the Asbestos PI Trust.

A. PPG's Contributions to the Asbestos PI Trust

\* \* \* \*

3. On the Funding Effective Date, PPG shall issue or transfer to the Asbestos PI Trust either of the following, at PPG's sole option:

- a. 1,388,889 restricted shares of PPG's common stock, or
- b. cash equal to the value of 1,388,889 shares of PPG common stock, calculated on the basis of the average daily closing price of such stock on the New York Stock Exchange for a 20 day trading period ending on the third business day prior to the Funding Effective Date.

The contributions in this Section III.A.3 shall be proportionately and equitably adjusted in the event of any reverse stock split, forward stock split, stock dividend, recapitalization, or similar transaction with respect to PPG common stock occurring after January 29, 2009.

\* \* \* \*

**X. Miscellaneous**

\* \* \* \*

J. Any notices, requests and demands required or permitted to be provided under the Agreement, in order to be effective, shall be in writing, and unless otherwise expressly provided herein, shall be deemed to have been duly given and made when actually delivered, or in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed to the recipient(s) at the address(es) set forth on Schedule F to this Agreement (or to such other address or addresses as may be furnished after the Effective Date in writing by a party to each of the other parties listed below in compliance with the terms hereof).

\* \* \* \*

Great American Assurance Company, f/k/a Agricultural Insurance Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Allianz ~~Global Risks US~~Underwriters Insurance Company, ~~formerly known as~~ Allianz Insurance Company

and By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

~~Allianz Underwriters Insurance Company, formerly known as~~ Allianz Underwriters, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

~~Chartis~~Complex Casualty Claims, ~~Inc.,~~AIG Property Casualty as authorized claims handling agent of AIU Insurance Company, American Home Assurance Company, AIG Casualty Company (fka Birmingham Fire Insurance Company), Granite State Insurance Company, Insurance Company of the State of Pennsylvania, Landmark Insurance Company, Lexington Insurance Company, Lexington Insurance Company, Ltd., National Union Fire Insurance Company of Pittsburgh, PA and New Hampshire Insurance Company, Ltd.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

Munich ~~Re~~Reinsurance America, Inc., formerly known as American Re-Insurance Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

Arrowood Indemnity Company, ~~As Successor to~~formerly known as Royal Indemnity Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

Westport Insurance Corporation (~~f/k/a, successor in interest to~~ Puritan Insurance Company, ~~f/k/a~~ and The Manhattan Fire and Marine Insurance Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

SCHEDULE A TO THE TRUST FUNDING AGREEMENT IN CONNECTION WITH THE PITTSBURGH  
CORNING CORPORATION PLAN OF REORGANIZATION, AMONG PPG INDUSTRIES, INC., ITS  
PARTICIPATING INSURERS, THE OFFICIAL COMMITTEE OF UNSECURED ASBESTOS  
CREDITORS, AND LAWRENCE FITZPATRICK, LEGAL REPRESENTATIVE FOR FUTURE  
CLAIMANTS

Payor

=

\* \* \* \*

Great American Assurance Company, f/k/a Agricultural Insurance Company

\* \* \* \*

~~Chartis Complex Casualty~~ Claims, ~~Inc.,~~ AIG Property Casualty as authorized claims handling agent of AIU  
Ins. Co./Granite State

\* \* \* \*

~~Chartis Complex Casualty~~ Claims, ~~Inc.,~~ AIG Property Casualty as authorized claims handling agent of  
American Home Assurance Company

\* \* \* \*

~~Chartis Complex Casualty~~ Claims, ~~Inc.,~~ AIG Property Casualty as authorized claims handling agent of AIG  
Casualty Co. (fka Birmingham Fire Ins. Co.)

\* \* \* \*

~~Chartis Complex Casualty~~ Claims, ~~Inc.,~~ AIG Property Casualty as authorized claims handling agent of  
Granite State Insurance Company

\* \* \* \*

~~Chartis Complex Casualty~~ Claims, ~~Inc.,~~ AIG Property Casualty as authorized claims handling agent of  
Insurance Company of the State of Pennsylvania

\* \* \* \*

~~Chartis Complex Casualty~~ Claims, ~~Inc.,~~ AIG Property Casualty as authorized claims handling agent of  
Landmark Insurance Company

\* \* \* \*

~~Chartis Complex Casualty~~ Claims, ~~Inc.,~~ AIG Property Casualty as authorized claims handling agent of  
Lexington Insurance Company

\* \* \* \*

~~Chartis Complex Casualty~~ Claims, ~~Inc.,~~ AIG Property Casualty as authorized claims handling agent of  
Lexington Insurance Company, Ltd. (London)

\* \* \* \*

~~Chartis Complex Casualty~~ Claims, ~~Inc.,~~ AIG Property Casualty as authorized claims handling agent of  
National Union Fire Ins. Co. of Pittsburgh, PA

\* \* \* \*

Allianz ~~Global Risks US Underwriters~~ Insurance Company ~~(f/k/a, Allianz Insurance Company); and Allianz~~  
~~Underwriters Insurance Company (f/k/a Alliance Underwriters, Inc.)~~

\* \* \* \*

Munich ~~Re~~ Reinsurance America, Inc. formerly known as American Re-Insurance Company

\* \* \* \*

First Colony Life Insurance Company as assignee of Arrowood Indemnity Company, formerly known as  
Royal Indemnity Company

\* \* \* \*

Metropolitan Life Insurance Company, as assignee of Westport Ins. Corp. ~~(f/k/a~~ successor in interest to  
Puritan Ins. Co., ~~f/k/a~~ and The Manhattan Fire and Marine Ins. Co.)

**SCHEDULE B**

**TO THE TRUST FUNDING AGREEMENT IN CONNECTION WITH THE PITTSBURGH CORNING CORPORATION PLAN OF REORGANIZATION, AMONG PPG INDUSTRIES, INC., ITS PARTICIPATING INSURERS, THE OFFICIAL COMMITTEE OF UNSECURED ASBESTOS CREDITORS, AND LAWRENCE FITZPATRICK, LEGAL REPRESENTATIVE FOR FUTURE CLAIMANTS**

Column 1	Column 2	Column 3	Column 4
			Total Credit Against Limits Applicable to Products Claims
Participating Excess Insurers	Policy Nos.	Inception Date	
<del>ALLIANZ GLOBAL RISKS US INSURANCE COMPANY, FORMERLY KNOWN AS</del> ALLIANZ INSURANCE COMPANY	UMB 599610	7/1/1979	N/A
<del>ALLIANZ UNDERWRITERS INSURANCE COMPANY, FORMERLY KNOWN AS</del> ALLIANZ UNDERWRITERS, INC.	AUX 5200138	7/1/1980	N/A
<del>ALLIANZ UNDERWRITERS INSURANCE COMPANY, FORMERLY KNOWN AS</del> ALLIANZ UNDERWRITERS, INC.	AUX 5201309	7/1/1981	1,450,347
<del>ALLIANZ UNDERWRITERS INSURANCE COMPANY, FORMERLY KNOWN AS</del> ALLIANZ UNDERWRITERS, INC.	AUX 5201310	7/1/1981	1,243,750
<del>ALLIANZ UNDERWRITERS INSURANCE COMPANY, FORMERLY KNOWN AS</del> ALLIANZ UNDERWRITERS, INC.	AUX 5201359	7/1/1982	1,450,347
<del>ALLIANZ UNDERWRITERS INSURANCE COMPANY, FORMERLY KNOWN AS</del> ALLIANZ UNDERWRITERS, INC.	AUX 5201360	7/1/1982	1,243,750
<del>ALLIANZ UNDERWRITERS INSURANCE COMPANY, FORMERLY KNOWN AS</del> ALLIANZ UNDERWRITERS, INC.	AUX 5201718	7/1/1983	1,450,347
<del>ALLIANZ UNDERWRITERS INSURANCE COMPANY, FORMERLY KNOWN AS</del> ALLIANZ UNDERWRITERS, INC.	AUX 5201719	7/1/1983	1,243,750
ALLIANZ UNDERWRITERS INSURANCE COMPANY, <del>FORMERLY KNOWN AS ALLIANZ UNDERWRITERS, INC.</del>	AUX 5201718	7/1/1984	2,304,815
ARROWOOD INDEMNITY COMPANY, <del>FORMERLY KNOWN AS SUCCESSOR TO</del> ROYAL INDEMNITY COMPANY	ED-102386*	7/1/1984	3,077,778
ARROWOOD INDEMNITY COMPANY, <del>FORMERLY KNOWN AS SUCCESSOR TO</del> ROYAL INDEMNITY COMPANY	ED-102387*	7/1/1984	2,881,019

## SCHEDULE F

TO THE TRUST FUNDING AGREEMENT IN CONNECTION WITH THE PITTSBURGH CORNING CORPORATION PLAN OF REORGANIZATION, AMONG PPG INDUSTRIES, INC., ITS PARTICIPATING INSURERS, THE OFFICIAL COMMITTEE OF UNSECURED ASBESTOS CREDITORS, AND LAWRENCE FITZPATRICK, LEGAL REPRESENTATIVE FOR FUTURE CLAIMANTS

PPG Industries, Inc.

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K&L Gates LLP  
K&L Gates Center  
210 Sixth Avenue  
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\* \* \* \*

Riunione Adriatica di Sicurta

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[Great American Assurance Company, f/k/a](#) Agricultural  
Insurance Company

~~Mr. Troy Galley~~  
~~Emmet M. Murphy~~  
~~Assistant~~ Divisional ~~Senior~~ Vice President -  
~~Environmental Claims Unit~~  
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~~P.O. Box 5450~~  
~~Environmental & Health Hazard Claim Division~~  
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AIG Casualty Company  
(fka Birmingham Fire Insurance Company)

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New Hampshire Insurance Company, Ltd.

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Senior Complex Director  
~~Mass Tort~~[Complex Casualty](#) Claims, ~~Chartis Claims,~~  
~~Inc.~~[AIG Property Casualty](#)  
101 Hudson Street, 29th Floor  
Jersey City, New Jersey 07302  
(201) 631-7782 (tel.)  
(201) 631-5005 (facs.)  
leticia.diaz@aig.com  
&  
Jeff Carlisle  
Lynberg & Watkins  
888 S. Figueroa St. #1600  
Los Angeles, CA 90017  
(213) 624-8700 (tel.)  
(213) 892-2773 (facs.)  
jcarlisle@lynberg.com

National Union Fire Insurance Company of Pittsburgh,  
PA

Ms. Leticia Diaz  
Senior Complex Director  
~~Mass Tort~~[Complex Casualty](#) Claims, ~~Chartis Claims,~~  
~~Inc.~~[AIG Property Casualty](#)  
101 Hudson Street, 29th Floor  
Jersey City, New Jersey 07302  
(201) 631-7782 (tel.)  
(201) 631-5005 (facs.)  
leticia.diaz@aig.com  
&  
Jeff Carlisle  
Lynberg & Watkins  
888 S. Figueroa St. #1600  
Los Angeles, CA 90017  
(213) 624-8700 (tel.)  
(213) 892-2773 (facs.)  
jcarlisle@lynberg.com

Allianz ~~Global Risks US~~[Underwriters](#) Insurance  
Company, ~~formerly known as~~ Allianz Insurance  
Company and Allianz Underwriters ~~Insurance~~  
~~Company, formerly known as Allianz~~  
~~Underwriters~~, Inc.

[Jennifer Gilbert](#)  
~~Paul M. Reiss~~[Claims Specialist](#)  
Allianz ~~Global Risks US Insurance~~[Resolution](#)  
[Management](#)  
~~San Francisco Reinsurance~~ Company  
~~P.O. Box 7782~~  
2350 Empire Avenue  
Burbank, CA 91504-~~3350~~  
(~~415~~~~603~~) ~~747~~~~424~~ ~~831~~~~35288~~ (tel.)  
~~(818) 260-7203 (facs.)~~  
~~preiss@aic-allianz.com~~  
&  
Robert A. Arcovio, Esq.  
Margolis Edelstein  
525 William Penn Place, Suite 3300  
Pittsburgh, PA 15219  
(412) 281-4256 ([tel.](#))  
rarcovio@margolisedelstein.com

\* \* \* \*

Munich ~~Re~~Reinsurance America, Inc. formerly known  
as American Re-Insurance Company

George A. Cavell  
Vice President  
Munich Re America, Inc.  
555 College Road East  
P.O. Box 5241  
Princeton, New Jersey 08543  
&  
Robert J. Bates, Jr.  
Bates & Carey LLP  
191 North Wacker Drive  
Suite 2400  
Chicago, Illinois 60606  
(312) 762-3131 (tel.)  
(312) 762-3200 (facs.)  
~~rbates@batescarey.com~~rbates@batescarey.com

Associated International Insurance Company

~~Joseph G. Feely~~  
~~Executive~~Senior Vice President, ~~Claims Examiner~~  
~~Market West Insurance Services~~  
RiverStone Claims Management, LLC  
~~21600 Oxnard~~250 Commercial Street, Suite  
~~400~~5000  
~~Woodland Hills, California 91367-4976~~  
Manchester, NH 03101  
(~~818~~603) ~~595~~656-06002400 (tel.)  
(~~818~~603) ~~316~~656-03802554 (facs.)  
~~jfeely@marketcorp.com~~  
&  
Meryl R. Lieberman  
Robert P. Siegel  
Traub Lieberman Straus & Shrewsbury LLP  
Mid-Westchester Executive Park  
7 Skyline Drive  
Hawthorne, NY 10532  
(914) 347-2600 (tel.)  
(914) 347-8898 (facs.)  
mlieberman@traublieberman.com  
rsiegel@traublieberman.com

Federal Insurance Company

Thomas R. Kerr, Esquire  
Vice President  
Chubb & Son, a Division of Federal Insurance  
Company  
15 Mountain View Road  
Warren, NJ 07059  
(908) 903-3153 (tel.)  
tkerr@chubb.com  
&  
William P. Shelley, Esquire  
~~Cozen O'Connor~~  
Gordon & Rees Scully Mansukhani  
~~1900~~2005 Market Street  
Philadelphia, PA 19103  
(215) ~~665~~717-41424001 (tel.)  
(215) ~~701~~693-24426650 (facs.)  
~~wshelley@cozen.com~~wshelley@gordonrees.com

Executive Risk Indemnity Inc., as successor to  
American Excess Insurance Company

~~George A. Cavell~~  
~~Thomas V. O'Kane~~  
Vice President  
Munich ~~Re~~Reinsurance America, Inc.  
555 College Road East  
P.O. Box 5241  
Princeton, New Jersey 08543  
~~(609) 243-4200 (tel.)~~  
~~(609) 243-4558 (facs.)~~  
~~tokane@munichreamerica.com~~  
&  
Robert J. Bates, Jr.  
~~Bates & Carey~~BatesCarey LLP  
191 North Wacker Drive  
Suite 2400  
Chicago, Illinois 60606  
(312) 762-3131 (tel.)  
(312) 762-3200 (facs.)  
rbates@batescarey.com

Columbia Casualty  
Company

Director, Asbestos Claims  
Resolute Management Inc. as Administrator  
On behalf of Columbia Casualty Company  
79 West Monroe  
Chicago, IL 60603  
&  
~~Rodney L. Eshelman~~Robert A. Binion, Esq.  
Carroll Burdick & McDonough LLP  
44 Montgomery Street  
San Francisco, CA 94104  
(415) 989-5900 (tel.)  
(415) 989-0932 (facs.)

The Continental Insurance Company

Director, Asbestos Claims  
Resolute Management Inc. as Administrator  
On behalf of Continental Insurance Company  
79 West Monroe  
Chicago, IL 60603  
&  
~~Rodney L. Eshelman~~Robert A. Binion, Esq.  
Carroll Burdick & McDonough LLP  
44 Montgomery Street  
San Francisco, CA 94104  
(415) 989-5900 (tel.)  
(415) 989-0932 (facs.)

Continental Casualty Company

Director, Asbestos Claims  
Resolute Management Inc. as Administrator  
On behalf of Continental Casualty Company  
79 West Monroe  
Chicago, IL 60603  
&  
~~Rodney L. Eshelman~~Robert A. Binion, Esq.  
Carroll Burdick & McDonough LLP  
44 Montgomery Street  
San Francisco, CA 94104

(415) 989-5900 (tel.)  
(415) 989-0932 (facs.)

The Continental Insurance Company,  
as successor in interest to Harbor Insurance  
Company

Director, Asbestos Claims  
Resolute Management Inc. as Administrator  
On behalf of The Continental Insurance  
Company,  
as successor in interest to Harbor Insurance  
Company  
79 West Monroe  
Chicago, IL 60603  
&  
~~Redney L. Eshelman~~[Robert A. Binion](#), Esq.  
Carroll Burdick & McDonough LLP  
44 Montgomery Street  
San Francisco, CA 94104  
(415) 989-5900 (tel.)  
(415) 989-0932 (facs.)

CNA Reinsurance Company Limited

Director, Asbestos Claims  
Resolute Management Inc. as Administrator  
On behalf of CNA Reinsurance Company,  
79 West Monroe  
Chicago, IL 60603  
&  
~~Redney L. Eshelman~~[Robert A. Binion](#), Esq.  
Carroll Burdick & McDonough LLP  
44 Montgomery Street  
San Francisco, CA 94104  
(415) 989-5900 (tel.)  
(415) 989-0932 (facs.)

American Insurance Company/  
Fireman's Fund Insurance Company

~~David Forsman~~[Amanda Webber](#)  
Fireman's Fund Insurance Company  
~~777 San Marin Drive~~  
[1465 North McDowell Boulevard](#)  
~~Novato~~[Petaluma](#), CA ~~94998~~[94954](#)  
415-899-~~36952604~~ (tel.)  
415-899-3663 (facs.)  
~~david\_e\_forsman~~[Amanda.webber](#)@ffic.com  
&  
~~Jeffrey Kaufman~~  
[Anthony R. Gambardella](#)  
~~Kaufman & Logan~~[Rivkin Radler](#), LLP  
~~Uniondale, NY 11556-0926~~  
~~100 Spear Street, 12th Floor~~  
~~San Francisco, CA 94105~~  
(~~415~~[516](#)) ~~247357-8300~~[3091](#) (tel.)  
(~~415~~[516](#)) ~~247357-8310~~[3333](#) (facs.)

Evanston Insurance Company

~~Joseph G. Feely~~  
~~Supervisor~~[Senior Vice President](#), Claims  
~~Market West Insurance Services~~  
[RiverStone Claims Management, LLC](#)  
~~21600 Oxnard St.~~[250 Commercial Street](#), Suite  
~~400~~[5000](#)  
~~Woodland Hills, CA 91367-4976~~

Manchester, NH 03101  
~~(848)603~~ ~~595656-06002400~~ (tel.)  
~~(848)603~~ ~~346656-03802554~~ (facs.)  
~~jfeely@markelcorp.com~~  
&  
Meryl R. Lieberman  
Robert P. Siegel  
Traub Lieberman Straus & Shrewsberry LLP  
Mid-Westchester Executive Park  
7 Skyline Drive  
Hawthorne, NY 10532  
(914) 347-2600 (tel.)  
(914) 347-8898 (facs.)  
mlieberman@traublieberman.com  
rsiegel@traublieberman.com

\* \* \* \*

Hudson Insurance Company

~~Gerard J. Marquart~~  
~~Senior Vice President, Claims~~  
~~RiverStone Claims Management, LLC~~  
~~250 Commercial Street, Suite 5000~~  
~~Manchester, NH 03101~~  
~~Hudson Insurance Company~~  
~~300 First Stamford Place~~  
~~Stamford, CT 06902~~  
~~(203)603 940656-81202400~~ (tel.)  
~~(203)603 348656-43752554~~ (facs.)  
~~gmarquart@odysseyre.com~~  
&  
David Ross, Esq.  
Wilson Elser Moskowitz Edelman & Dicker LLP  
700 11th Street, NW, Suite 400  
Washington, D.C. 20001  
(202) 626-7687 (tel.)  
(202) 628-3606 (facs.)  
~~david.ross@wilsonelser.com~~~~david.ross@wilsonelser~~  
~~.com~~

TIG Insurance Company

Senior Vice President, Claims  
RiverStone Claims Management, LLC  
250 Commercial Street, Suite 5000  
Manchester, NH 03101  
(603) 656-2400 (tel.)  
(603) 656-2554 (facs.)  
&  
~~David Ross, Esq.~~  
~~Wilson Elser Moskowitz Edelman & Dicker LLP~~  
~~700 11th Street, NW, Suite 400~~  
~~Washington, D.C. 20001~~  
~~Harry Lee~~  
~~Steptoe & Johnson LLP~~  
~~1330 Connecticut Ave., N.W.~~  
~~Washington, DC 20036~~  
(202) ~~429626-30007687~~ (tel.)  
(202) ~~429628-39023606~~ (facs.)  
~~david.ross@wilsonelser.com~~

The Continental Insurance Company,  
as successor in interest to London  
Guarantee & Accident Company of New York

Vice President of Environmental and Mass Tort  
Claims  
CNA Plaza - 19 South  
Chicago, Illinois 60685  
&  
General Counsel of the CNA Insurance  
Companies  
CNA Plaza - 25 South  
Chicago, Illinois 60685  
&

~~Rodney L. Eshelman~~ [Robert A. Binion](#), Esq.  
Carroll Burdick & McDonough LLP  
44 Montgomery Street  
San Francisco, CA 94104  
(415) 989-5900 (tel.)  
(415) 989-0932 (facs.)

Allstate Insurance Company, solely as successor  
In interest to Northbrook Excess and Surplus  
Insurance  
Company, formerly Northbrook Insurance  
Company

Ms. Marcella Thomas  
Allstate Insurance Company  
[3075 Sanders Road, H1W](#)  
~~One Allstate Commercial Plaza~~  
~~51 West Higgins Road~~  
~~South Barrington~~ [Northbrook, IL 60010-6062](#)

[Anthony R. Gambardella](#)  
[Rivkin Radler, LLP](#)  
[926 RXR Plaza](#)  
[Uniondale, NY 11556-0926](#)  
[\(516\) 357-3091 \(tel.\)](#)  
[\(516\) 357-3333 \(facs.\)](#)  
[Anthony.gambardella@rivkin.com](#)

Old Republic Insurance Company

Mark W. Zimmerman, Esq.  
Clausen Miller P.C.  
10 South LaSalle Street  
Chicago, IL 60603-1098  
(312) 855-1010 (tel.)  
(312) 606-7777 (facs.)  
mzimmerman@clausen.com

[Kevin M. Tierney](#)  
[Horizon Management Group LLC](#)  
[Third Party Claim Administrator for Old Republic](#)  
[Insurance Company](#)  
[One Hartford Plaza T-17](#)  
[Hartford, CT 06155](#)  
[\(860\) 520-2720 \(tel.\)](#)  
[\(860\) 520-2726 \(facs.\)](#)  
[kevin.tierney@thehartford.com](#)

RLI Insurance Company

Anthony Gambardella  
Rivkin, Radler LLP  
~~EAB~~ [926 RXR Plaza](#)  
Uniondale, NY 11556-0926  
(516) 357-3091 (tel.)  
(516) 357-3333 (facs.)  
anthony.gambardella@rivkin.com

Westport Insurance Corporation (~~f/k/a~~successor in  
interest to Puritan Insurance Company, ~~f/k/a~~ and The  
Manhattan Fire and Marine Insurance Company)

Chris Carpenter  
SVP  
~~Jennifer C. Hecker~~  
~~Assistant Vice President Claims & Liability-~~  
~~Management~~  
~~Westport Insurance Company, owned by~~  
Swiss Re America Holding Corporation  
~~175 King Street~~5200 Metcalf Avenue  
~~Armonk, NY 10504~~  
Overland Park, KS 66208  
(913) 676-5200 (tel.)  
~~jennifer\_hecker~~Chris\_carpenter@swissre.com  
&

~~Phillip~~Philip R. Matthews, Esq.  
Duane Morris LLP  
One Market Street, Spear Street Tower  
Suite 2200  
San Francisco, CA 95105  
(415) 957-3174 (tel.)  
(415) 520-5640 (facs.)  
prmatthews@duanemorris.com  
& solely as to Westport's payment obligations assigned  
to Metropolitan Life Insurance Company  
Bejan Shirvani, CLU, ChFC  
Metropolitan Life Insurance Company  
200 Park Avenue  
New York, NY 10166  
(800) 638-0051 ext. 2, 5 (tel.)  
(800) 427-9409 (tel.)  
(212) 578-0149 (facs.)

Arrowood Indemnity Company, ~~as successor in  
interest to~~formerly known as Royal Indemnity  
Company

Trent Proctor  
Arrowpoint Capital  
3600 Arco Corporate Drive  
Charlotte, North Carolina 28273  
(704) 522-2884  
trent.proctor@arrowpointcap.com  
&  
Carl J. Pernicone, Esq.  
Wilson, Elser, Moskowitz, Edelman & Dicker LLP  
150 E. 42nd Street  
New York, NY 10017  
(212) 490-3000 (tel.)  
(212) 490-3038 (facs.)  
carl.pernicone@wilsonelser.com

Transport Insurance Company, as successor in interest  
to Transport Indemnity Company

~~Mr. Brian Lajoie~~  
~~Therese M. Bissonnette, CPCU, AIC~~  
~~Claims Claim Manager~~  
~~Transport Insurance Company~~  
~~R&Q Solutions, LLC~~  
~~e/o Cavell America~~  
~~On behalf of Transport Insurance Company~~  
~~One Davol~~  
~~Two Logan Square~~  
~~Suite 412600~~  
~~Providence, RI 02903~~  
~~Philadelphia, PA 19103-2772~~  
~~(404 267) 427675-73053342 (tel.)~~  
~~(404 267) 719675-90193410 (facs.)~~  
~~brian.lajoie@cavellamerica.com~~  
~~therese.bissonnette@rqih.com~~  
&  
Jay Lavroff, Esq.  
Lindabury, McCormick, Estabrook & Cooper, P.C.  
53 Cardinal Drive  
PO Box 2369  
Westfield, NJ 07091  
(908) 233-6800 (tel.)  
(908) 233-5078 (facs.)  
[jlavroff@lindabury.com](mailto:jlavroff@lindabury.com)

Zurich American Insurance Company,  
as successor by operation of law to Zurich General  
Accident and Liability and Zurich Insurance Company  
(U.S. Branch)

Zurich American Insurance Company  
Attn: ~~Director, Mass Litigation~~  
~~Vice President, Latent~~  
~~and Environmental Claims~~  
1400 American Lane  
Schaumburg, IL 60196  
&  
~~Meckler Bulger, Tilson, Marick & Pearson LLP~~  
~~Hinshaw & Culbertson LLP~~  
Attn: ~~Michael~~  
~~Karen M. Marick~~  
~~Dixon~~  
~~222 N. LaSalle Street, Suite 300~~  
~~423 North Wacker Drive~~  
~~Suite 1800~~  
Chicago, IL ~~60606~~  
~~60601~~

Zurich International (Bermuda) Ltd.

Zurich American Insurance Company  
Attn: ~~Director, Mass Litigation~~  
~~Vice President, Latent~~  
~~and Environmental Claims~~  
1400 American Lane  
Schaumburg, IL 60196  
&  
~~Meckler Bulger, Tilson, Marick & Pearson LLP~~  
~~Hinshaw & Culbertson LLP~~  
Attn: ~~Michael~~  
~~Karen M. Marick~~  
~~Dixon~~  
~~222 N. LaSalle Street, Suite 300~~  
~~423 North Wacker Drive~~  
~~Suite 1800~~  
Chicago, IL ~~60606~~  
~~60601~~

United States Fire Insurance Company

~~George R. Hardin~~  
~~Senior Vice President, Claims~~  
~~RiverStone Claims Management, LLC~~  
~~250 Commercial Street, Suite 5000~~  
~~Manchester, NH 03101~~  
~~(603) 656-2400 (tel.)~~  
~~(603) 656-2554 (facs.)~~  
&  
~~David Ross, Esq.~~  
~~Wilson Elser Moskowitz Edelman & Dicker LLP~~  
~~700 11th Street, NW, Suite 400~~  
~~Hardin, Kundla, McKeon, Poletto & Polifroni,~~  
~~P~~  
~~Washington, D.C. 20001~~  
~~673 Morris Ave.~~

~~P.O. Box 730~~  
~~Springfield, NJ 07081-0730~~  
~~(973) 202-9426-5222-7687 (tel.)~~  
~~(973) 202-9426-9242-3606 (facs.)~~  
~~ghardin@hkmpp.com~~ ~~david.ross@wilsonelser.com~~

**SCHEDULE G**

**TO THE TRUST FUNDING AGREEMENT IN CONNECTION WITH THE PITTSBURGH CORNING CORPORATION PLAN OF REORGANIZATION, AMONG PPG INDUSTRIES, INC., ITS PARTICIPATING INSURERS, THE OFFICIAL COMMITTEE OF UNSECURED ASBESTOS CREDITORS, AND LAWRENCE FITZPATRICK, LEGAL REPRESENTATIVE FOR FUTURE CREDITORS**

PITTSBURGH CORNING ACKNOWLEDGEMENT AND MUTUAL RELEASE

\* \* \* \*

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto set forth their hands on the dates indicated.

\* \* \* \*

Great American Assurance Company, f/k/a Agricultural Insurance Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Allianz ~~Global Risks US~~Underwriters Insurance Company, ~~formerly known as~~ Allianz Insurance Company

and By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

~~Allianz Underwriters Insurance Company, formerly known as~~ Allianz Underwriters, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

~~Chartis~~Complex Casualty Claims, ~~Inc.,~~AIG Property Casualty as authorized claims handling agent of AIU Insurance Company, American Home Assurance Company, AIG Casualty Company (fka Birmingham Fire Insurance Company), Granite State Insurance Company, Insurance Company of the State of Pennsylvania, Landmark Insurance Company, Lexington Insurance Company, Lexington Insurance Company, Ltd., National Union Fire Insurance Company of Pittsburgh, PA and New Hampshire Insurance Company, Ltd.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

Munich ~~Re~~Reinsurance America, Inc., formerly known as American Re-Insurance Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

Arrowood Indemnity Company, ~~As Successor to~~formerly known as Royal Indemnity Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

Westport Insurance Corporation ~~(f/k/a, successor in interest to~~ Puritan Insurance Company, ~~f/k/a~~ and The Manhattan Fire and Marine Insurance Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

## SCHEDULE L

### TO THE TRUST FUNDING AGREEMENT IN CONNECTION WITH THE PITTSBURGH CORNING CORPORATION PLAN OF REORGANIZATION, AMONG PPG INDUSTRIES, INC., ITS PARTICIPATING INSURERS, THE OFFICIAL COMMITTEE OF UNSECURED ASBESTOS CREDITORS, AND LAWRENCE FITZPATRICK, LEGAL REPRESENTATIVE FOR FUTURE CREDITORS

PITTSBURGH CORNING CORPORATION ASBESTOS PERSONAL INJURY TRUST

RELEASE AND INDEMNITY AGREEMENT

NOTICE: THIS IS A BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE CONSULT YOUR ATTORNEY IN CONNECTION WITH EXECUTING THIS DOCUMENT. IF YOU DO NOT PRESENTLY HAVE AN ATTORNEY, YOU MAY WISH TO CONSIDER CONSULTING ONE

WHEREAS, the undersigned, who is either the "Injured Party" or the/an "Official Representative"<sup>81</sup>(either being referred to herein as the "Claimant"), has filed a Claim with the Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust (the "Asbestos PI Trust") pursuant to the Pittsburgh Corning Corporation Asbestos Personal Injury Trust Distribution Procedures (the "TDP") established in In Re: Pittsburgh Corning Corporation, Case No. 00-22876-~~JKF~~TPA, and such Claimant asserts a Channeled Asbestos PI Trust Claim for which one or more Asbestos Protected Parties is alleged to have legal responsibility (all capitalized terms not defined herein, including in Exhibit 1 hereto, shall have the respective meanings ascribed to them in either the TDP or the Modified Third Amended Plan of Reorganization for Pittsburgh Corning Corporation Dated January 29, 2009 Jointly Proposed by Pittsburgh Corning Corporation, the Official Committee of Asbestos Creditors, and the Future Claimants' Representative (the "Plan") confirmed in Case No. 00-22876-~~JKF~~ by the United States Bankruptcy Court for the Western District of Pennsylvania and the United States District Court for the Western District of Pennsylvania on \_\_\_\_\_, 2012, as the case may be); and TPA and located at Bankr. Doc. No. 8928, as subsequently amended at Bankr. Doc. Nos. 9402 and \_\_\_\_\_; and

\* \* \* \*

### EXHIBIT 2 PPG Participating Insurers

---

<sup>81</sup> The "Official Representative" is the/a person who under applicable state law or legal documentation has the authority to represent the Injured Party, the Injured Party's estate or the Injured Party's heirs.

[Great American Assurance Company, f/k/a](#) Agricultural Insurance Company

\* \* \* \*

Allianz ~~Global Risks US~~[Underwriters](#) Insurance Company, ~~formerly known as~~ Allianz Insurance Company and Allianz Underwriters ~~Insurance Company formerly known as Allianz Underwriters~~, Inc.

\* \* \* \*

Arrowood Indemnity Company, ~~as successor to~~[formerly known as](#) Royal Indemnity Company

\* \* \* \*

Munich ~~Re-American~~[Reinsurance America](#), Inc., formerly known as American Re-Insurance Company

\* \* \* \*

Westport Insurance Corporation (~~formerly known as~~, [successor in interest to](#) Puritan Insurance Company) [and The Manhattan Fire and Marine Insurance Company](#)

\* \* \* \*

Exhibit G  
to  
Modified Third Amended  
Plan of Reorganization

**Form of  
PPG NOTE AGREEMENT  
BETWEEN  
PPG INDUSTRIES, INC.  
AND  
PITTSBURGH CORNING CORPORATION ASBESTOS  
PERSONAL INJURY SETTLEMENT TRUST  
(The "TRUST")**

**Dated** , ~~2009~~2016

## PREAMBLE

This PPG Note Agreement (“Note Agreement”), dated \_\_\_\_\_, ~~2009~~2016, is being entered into between PPG Industries, Inc., a Pennsylvania corporation (“PPG”), and Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust (the “Trust”), established under the terms of the approved and final bankruptcy plan of reorganization of Pittsburgh Corning Corporation (“Pittsburgh Corning Plan of Reorganization”) as approved by the United States Bankruptcy Court for the Western District of Pennsylvania, Case No. 00-22876JKF-TPA (the “Pittsburgh Corning Bankruptcy Case”); ~~such trust being represented herein by the Official Committee of Unsecured Asbestos Creditors appointed by the U.S. Trustee in the bankruptcy case of Pittsburgh Corning Corporation (the “ACC”) and Lawrence Fitzpatrick, as Legal Representative of Future Asbestos Claimants in the Pittsburgh Corning Bankruptcy Case (the “Future Representative”)~~ hereinafter the ACC and the Future Representative are collectively referred to as the “Trustees”.

WHEREAS, PPG has authorized the execution and delivery of this Note Agreement to provide for the issuance of a non-negotiable note (the “Note”) under the terms of this Note Agreement; and

WHEREAS, the Note will be issued to the Trust which will be created pursuant to Section 524(g) of U.S. Bankruptcy Code in connection with the settlement of asbestos claims under the Pittsburgh Corning Plan of Reorganization as contemplated in the Settlement Agreement (as defined below) between PPG and the Trustees;

NOW, THEREFORE, WITNESSETH:

\* \* \* \*

## ARTICLE ONE

### DEFINITIONS

\* \* \* \*

~~“Effective Date” shall mean the Funding Effective Date as defined in the Settlement Agreement.~~

“Events of Default” shall have the meaning specified in Section 5.1.

“Future Representative” shall ~~have the meaning specified in the Preamble of this Note Agreement~~ mean Lawrence Fitzpatrick, as Legal Representative of Future Asbestos Claimants in the Pittsburgh Corning Bankruptcy Case.

“Funding Effective Date” shall mean the Funding Effective Date as defined in the Settlement Agreement.

\* \* \* \*

“Settlement Agreement” shall mean the Trust Funding Agreement in Connection with the Pittsburgh Corning Corporation Plan of Reorganization, Among PPG Industries, Inc., Its Participating Insurers, the Official Committee of Unsecured Asbestos Creditors, and Lawrence Fitzpatrick, Legal

Representative for Future Claimants , dated \_\_\_\_\_ [as of January 29](#), 2009, specifying the terms for the settlement of asbestos claims to be included in the Pittsburgh Corning Plan of Reorganization, including, without limitation, the Channeling Injunction.

\* \* \* \*

**ARTICLE SIX**

**MISCELLANEOUS**

SECTION 6.1. Notices. Notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified mail or sent by telecopy as follows:

- (a) If to PPG Industries , Inc. at One PPG Place, Pittsburgh, Pennsylvania 15272, Attention of Treasurer (Telecopy No. (412) 434-2490);
- (b) If to the Trust, to ~~{Name and address of the ACC representative}, as Trustee for the Pittsburgh Coming Corporation Asbestos Personal Injury Settlement Trust (Telecopy No. )~~, and to ~~{Name and address of the Future Representative} (Telecopy No. )~~the following:

[A. Andrew MacQueen, Esq.](#)  
[2025 Arundel Place](#)  
[Mount Pleasant, South Carolina 29464](#)  
[E-mail: aamacqueen@aol.com](mailto:aamacqueen@aol.com)

[Jack Marionneaux, Esq.](#)  
[5088 Audubon Lane](#)  
[St. Francisville, Louisiana 70775](#)  
[E-mail: jmarionneaux@bellsouth.net](mailto:jmarionneaux@bellsouth.net)

[Philip A. Pahigian, Esq.](#)  
[6 Stonehedge Court](#)  
[Little Silver, New Jersey 07739-1804](#)  
[E-mail: ppahigian@comcast.net](mailto:ppahigian@comcast.net)

All notices and other communications given to any party hereto in accordance with the provisions of this Note Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by telecopy or on the date five Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this section 6.1 or in accordance with the latest unrevoked direction from the receiving party given in accordance with this section 6.1.

\* \* \* \*

In Witness Whereof, the parties hereto have executed this Note Agreement as of the date first written above.

PPG Industries, Inc.  
("Issuer")

Pittsburgh Corning  
Corporation Asbestos  
Personal Injury Settlement  
Trust

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

~~Representing the Official~~ Trustee  
~~Committee of Unsecured~~  
~~Asbestos Creditors~~  
and

By \_\_\_\_\_

Trustee  
~~The Legal Representative of~~  
~~Future Asbestos Claimants~~

By \_\_\_\_\_

Trustee  
~~Collectively the "Trustees"~~

EXHIBIT A  
Form of Note

THIS NOTE IS NON-NEGOTIABLE AND MAY NOT BE  
TRANSFERRED, SOLD, ASSIGNED, PLEDGED,  
HYPOTHECATED OR OTHERWISE DISPOSED OF BY THE PAYEE

U.S.\$824,850,360

Dated: \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned, PPG Industries, Inc., a Pennsylvania corporation ("PPG"), HEREBY PROMISES TO PAY TO the Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust (the "Trust") in accordance with the terms set forth in the Note Agreement dated \_\_\_\_\_, 2016 (the "Note Agreement"), between PPG and the Trust, the aggregate principal amount of U.S.\$824,850,360. Subject to the optional prepayment of the Note, as described below, PPG shall make payments according to the payment schedule, attached as Schedule A.

All payments are payable in lawful money of the United States of America to the Trust at its account maintained at \_\_\_\_\_, in same day funds. This Note is non-negotiable and non-transferable and shall not bear interest.

At the sole option of PPG, this Note may be prepaid at any time by paying to the Trust an amount equal to the net present value (determined using a discount rate of 5.5% per annum) of the then remaining unpaid payments shown on Schedule A.

This Note is subject to the terms and conditions, and entitled to the benefits of, the Note Agreement ~~between PPG and the Trust, dated \_\_\_\_\_, 200\_\_~~. The Note is a general unsecured obligation of PPG and will rank in pari passu in right of payment to all existing and future senior indebtedness of PPG. The Note Agreement, among other things, contains provisions permitting the acceleration of payments upon the occurrence of certain events, including certain events of default and change in control of PPG.

PPG INDUSTRIES, INC.

By \_\_\_\_\_  
Title:

SCHEDULE A

SCHEDULE OF PAYMENTS

Payment Date*	Amount to be Paid	Remaining Unpaid Principal Balance
30-Jun-08	\$386,418,42 <del>89</del>	\$438,431,93 <del>21</del>
30-Jun-09	\$30,558,296	\$407,873,63 <del>65</del>
30-Jun-10	\$20,304,131	\$387,569,50 <del>54</del>
30-Jun-11	\$8,543,599	\$379,025,90 <del>65</del>
30-Jun-12	\$15,785,934	\$363,239,971
30-Jun-13	\$17,196,769	\$346,043,202
30-Jun-14	\$5,462,17 <del>87</del>	\$340,581,025
30-Jun-15	\$0	\$340,581,025
30-Jun-16	\$21,244,21 <del>87</del>	\$319,336,80 <del>78</del>
30-Jun-17	\$45,619,544	\$273,717,26 <del>34</del>
30-Jun-18	\$45,619,544	\$228,097,7 <del>19</del> <del>20</del>
30-Jun-19	\$45,619,544	\$182,478,17 <del>56</del>
30-Jun-20	\$45,619,544	\$136,858,63 <del>12</del>
30-Jun-21	\$45,619,544	\$91,239,08 <del>78</del>
30-Jun-22	\$45,619,544	\$45,619,54 <del>34</del>
30-Jun-23	\$45,619,54 <del>34</del>	\$0
Totals	\$824,850,360	

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\* In the event that the Funding Effective Date is later than the date of any payment obligations set in this Schedule A, then such payment obligation shall be deferred until the Funding Effective Date.

**Exhibit I to  
Modified Third Amended  
Plan of Reorganization**

**THIRD AMENDED AND RESTATED TRUST FUNDING AGREEMENT AMONG CORNING INCORPORATED, LAWRENCE FITZPATRICK (FUTURE CLAIMANTS' REPRESENTATIVE), AND THE TRUSTEES OF THE ASBESTOS PI TRUST, IN CONNECTION WITH THE MODIFIED THIRD AMENDED PLAN OF REORGANIZATION FOR PITTSBURGH CORNING CORPORATION DATED JANUARY 29, 2009 JOINTLY PROPOSED BY PITTSBURGH CORNING CORPORATION, THE OFFICIAL COMMITTEE OF ASBESTOS CREDITORS AND THE FUTURE CLAIMANTS' REPRESENTATIVE**

This Third Amended and Restated Trust Funding Agreement Among Corning Incorporated, Lawrence Fitzpatrick (Future Claimants' Representative), and the Trustees of the Asbestos PI Trust, In Connection With the Modified Third Amended Plan of Reorganization for Pittsburgh Corning Corporation Dated January 29, 2009 Jointly Proposed By Pittsburgh Corning Corporation, The Official Committee of Asbestos Creditors and The Future Claimants' Representative ("Agreement") is entered into by and among the parties signing below, as of \_\_\_\_, ~~2012~~ \_\_\_\_\_, 2016.

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned parties agree as follows:

**I.L. Definitions**

Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Modified Third Amended Plan of Reorganization For Pittsburgh Corning Corporation, Dated January 29, 2009 Jointly Proposed By Pittsburgh Corning Corporation, The Official Committee of Asbestos Creditors and ~~the~~The Future Claimants' Representative either in its present form or as it may be amended, supplemented, or otherwise modified from time to time, subject to the provisions of Article 7.1 of such plan, and the annexes, schedules, and exhibits thereto (the "Plan").<sup>1</sup>

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<sup>1</sup> The Plan is confirmed in the Pittsburgh Corning Corporation Bankruptcy Case No. 00-22876-TPA at Bankr. Doc. No. 8928, as subsequently amended at Bankr. Doc. Nos. 9402 and \_\_\_\_\_. On May 24, 2013 the Bankruptcy Court issued its Final Order Confirming Modified Third Amended Plan of Reorganization as Modified Through May 15, 2013, and Pursuant to 11 U.S.C. §524(g), Issuing Asbestos Permanent Channeling Injunction [Bankr. Doc. No. 9444-3], along with Revised Memorandum Opinion [Bankr. Doc. No. 9443], as modified on November 12, 2013, by the Bankruptcy Court's Order granting in part and denying in part the Motion for Reconsideration [Bankr. Doc. Nos. 9693 and 9694] (collectively, the "Confirmation Order"). On September 30, 2014, the District Court

\* \* \* \*

**V. Miscellaneous**

\* \* \* \*

G. Any waivers, consents, notices, requests and demands required or permitted to be provided under the Agreement, in order to be effective, shall be in writing, and unless otherwise expressly provided herein, shall be deemed to have been duly given and made when actually delivered, or in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed to the recipient(s) at the address(es) set forth on Schedule "F" to this Agreement, or to such other address or addresses as may be furnished after the Effective Date, in writing by a party to each of the other parties listed on Schedule "F" to this Agreement.

\* \* \* \*

**Corning Incorporated**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust**

By: \_\_\_\_\_

Title: Trustee \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Trustee \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Trustee\_\_\_\_\_

Date: \_\_\_\_\_

~~On Behalf of the~~ **Future Claimants' Representative**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit 1 to  
Exhibit I  
to  
Modified Third Amended  
Plan of Reorganization

## ESCROW AGREEMENT

**THIS ESCROW AGREEMENT** (this “Agreement”), dated as of ~~f \_\_\_\_\_~~, ~~2012~~ \_\_\_\_\_, 2016, by and among Corning Incorporated, a New York corporation (“Corning”), the Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust (the “Trust” or “Asbestos PI Trust”) and ~~f \_\_\_\_\_~~, a ~~f \_\_\_\_\_~~, as the escrow agent (the “Escrow Agent”).

### RECITALS:

WHEREAS, on or about April 16, 2000, Pittsburgh Corning Corporation (“PCC”) filed a voluntary bankruptcy petition under Chapter 11 of the United States Bankruptcy Code, in the United States Bankruptcy Court for the Western District of Pennsylvania at Bankruptcy No. 00-22876;

WHEREAS, ~~on or about January 29, 2009~~, the Modified Third Amended Plan of Reorganization ~~for~~For Pittsburgh Corning Corporation ~~dated~~Dated January 29, 2009 Jointly Proposed by Pittsburgh Corning Corporation, ~~the~~The Official Committee of Asbestos Creditors, ~~and~~ (the “ACC”) and The Future Claimants’ Representative (the “Plan”) ~~was jointly filed by PCC, the official Committee of Unsecured Asbestos Creditors (the “ACC”) and Lawrence Fitzpatrick, Legal Representative for the Future Claimants (the “FCR”); FCR~~ was filed [Bankr. Doc. No. 8928], and subsequently amended [Bankr. Doc. Nos. 9402 and \_\_\_\_\_] (the “Plan”);

WHEREAS, on May 24, 2013, the Bankruptcy Court issued its Final Order Confirming Modified Third Amended Plan of Reorganization as Modified Through May 15, 2013, and Pursuant to 11 U.S.C. §524(g), Issuing Asbestos Permanent Channeling Injunction [Bankr. Doc. No. 9444-3], along with Revised Memorandum Opinion [Bankr. Doc. No. 9443];

WHEREAS, on November 12, 2013, the Bankruptcy Court entered an Order whereby the Motion to Reconsider [Bankr. Doc. No. 9471] was granted in part and denied in part [Bankr. Doc. No. 9694], along with Memorandum Opinion [Bankr. Doc. No. 9693];

WHEREAS, on September 30, 2014, the District Court issued a Memorandum Opinion and Order affirming the Confirmation Order [Dist. Ct. Doc. Nos. 81 and 82];

WHEREAS, pursuant to the Plan, Corning, the FCR, and the Trust entered into the Third Amended and Restated Trust Funding Agreement Among Corning Incorporated, Lawrence Fitzpatrick (Future Claimants’ Representative), and the Trustees of the Asbestos PI Trust, In Connection With the Modified Third Amended Plan of Reorganization Dated January 29, 2009,

Jointly Proposed by Pittsburgh Corning Corporation, The Official Committee of Asbestos Creditors and The Future Claimants' Representative (the "Corning TFA");

WHEREAS, the Asbestos PI Trust was created in accordance with the terms of the Plan; and

~~WHEREAS, under the Plan, on the Confirmation Date (as defined in the Plan), and effective as of the Effective Date (as defined in the Plan), the Trustees of the Trust were appointed;~~

WHEREAS, this Agreement is entered into by the parties, as required by the Corning TFA.

NOW, THEREFORE, in consideration of the covenants and agreements contained in the Corning TFA and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto promise and agree as follows:

\* \* \* \*

7 Obligations and Liabilities of the Escrow Agent.

7.1 General.

\* \* \* \*

(f) [Additional reasonable duties and obligations to be specified by the Escrow Agent and added to this Agreement prior to the Establishment Date.]

\* \* \* \*

9. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or by guaranteed overnight delivery, facsimile transmission, email transmission (promptly followed by a hard-copy delivered in accordance with this Section 9) to the parties at the following addresses or facsimile numbers (or to such other addresses or facsimile numbers which such party shall designate in writing to the other party):

[Notice information to be provided prior to the Establishment Date]

if to Corning, to:

[NAME]  
[COMPANY]  
[ADDRESS]  
[CITY, ST ZIP]  
[FAX]

\* \* \* \*

**SCHEDULE 1 TO ESCROW AGREEMENT**

**ESCROW FEES**

[To be provided prior to Establishment Date of Escrow Agreement]

Exhibit 2 to  
Exhibit I  
to  
Modified Third Amended  
Plan of Reorganization

**NOTE AGREEMENT**  
**BETWEEN**  
**CORNING INCORPORATED**  
**AND**  
**THE PITTSBURGH CORNING CORPORATION**  
**ASBESTOS ~~P~~PERSONAL INJURY SETTLEMENT TRUST**

Dated \_\_\_\_\_, ~~2010~~2016

## **PREAMBLE**

This Note Agreement, dated \_\_\_\_\_, ~~2010~~2016 is being entered into between Corning Incorporated, a New York corporation ("Corning"), and the Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust (the "Asbestos PI Trust"), established under the terms of the Plan (as hereinafter defined), and approved by the United States Bankruptcy Court for the Western District of Pennsylvania and ~~approved or affirmed by~~ the United States District Court for the Western District of Pennsylvania in the Pittsburgh Corning Bankruptcy Case (as hereinafter defined).

WHEREAS, Corning has authorized the execution and delivery of this Note Agreement to provide for the issuance of a non-negotiable note (the "Note") under the terms of this Note Agreement; and

WHEREAS, the Note will be issued to the Asbestos PI Trust under the Plan as set forth in the Third Amended and Restated ~~Corning~~-Trust Funding Agreement Among Corning Incorporated, Lawrence Fitzpatrick (Future Claimants' Representative), and the Trustees of the Asbestos PI Trust, in Connection with the Modified Third Amended Plan of Reorganization For Pittsburgh Corning Corporation Dated January 29, 2009 Jointly Proposed by Pittsburgh Corning Corporation, The Official Committee of Asbestos Creditors and The Future Claimants' Representative (the "Corning Trust Funding Agreement");

NOW, THEREFORE, WITNESSETH:

For and in consideration of the entry of the Asbestos Permanent Channeling Injunction (as defined in the Plan) and the releases, rights and benefits conferred upon Corning in connection with the Plan, in accordance with the terms of the Corning Trust Funding Agreement, Corning and the Trustees, on behalf of the Asbestos PI Trust, intending to be legally bound hereby, agree as follows:

## **ARTICLE ONE**

### **DEFINITIONS**

SECTION 1.1. Certain Defined Terms. Except as otherwise defined herein, all capital terms shall have the meanings ascribed to them in the Plan. As used in this Note Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

\* \* \* \*

"Plan" shall mean the Modified Third Amended Plan of Reorganization For Pittsburgh Corning Corporation Dated January 29, 2009 Jointly Proposed by Pittsburgh Corning Corporation, The Official Committee of Asbestos Creditors, and the Future Claimants' Representative [Bankr. Doc. No. 8928, as subsequently amended at Bankr. Doc. Nos. 9402 and \_\_\_\_\_], either in its present form or as it may be amended, supplemented, or otherwise

modified from time to time, subject to the provisions of Article 7.1 of such plan, and the annexes, schedules, and exhibits thereto.—

1

---

<sup>1</sup> On May 24, 2013 the Bankruptcy Court, in the Pittsburgh Corning Corporation Bankruptcy Case No. 00-22876, issued its Final Order Confirming Modified Third Amended Plan of Reorganization as Modified Through May 15, 2013, and Pursuant to 11 U.S.C. §524(g), Issuing Asbestos Permanent Channeling Injunction [Bankr. Doc. No. 9444-3], along with Revised Memorandum Opinion [Bankr. Doc. No. 9443], as modified on November 12, 2013, by the Bankruptcy Court's Order granting in part and denying in part the Motion for Reconsideration [Bankr. Doc. Nos. 9693 and 9694] (collectively, the "Confirmation Order"). On September 30, 2014, the District Court issued a Memorandum Opinion and Order affirming the Confirmation Order [Dist. Ct. Doc. Nos. 81 and 82] in Case No. 13-1639.

\* \* \* \*

**ARTICLE FIVE**

**MISCELLANEOUS**

SECTION 5.1. Notices. Notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified mail or sent by facsimile as follows:

(a) If to Corning Incorporated at One Riverfront Plaza, Corning, New York 14831, Attention: Treasurer (Facsimile No. (607) 974-4160), with copies to the General Counsel, One Riverfront Plaza, Corning, NY 14831 (Facsimile No. (607) 974-8656) and to outside counsel, ~~Cheryl A. Heller~~Kevin T. Merriman, Esquire, Ward Greenberg Heller & Reidy LLP, ~~300 State Street~~1800 Bausch & Lomb Place, Rochester, NY ~~14614~~, ~~CHeller~~14604, kmerriman@wardgreenberg.com (Facsimile No. (585) 231-1905) and Kimberly Luff Wakim, Esquire, ~~Thorp Reed & Armstrong, LLP~~Clark Hill PLC, One Oxford Centre, 14<sup>th</sup> Floor, 301 Grant Street, Pittsburgh, PA 15219-1425, kwakim@thorpreedclarkhill.com (Facsimile No. (412) 394-2555);

(b) If to the Asbestos PI Trust, to \_\_\_\_\_, as Trustee for the Asbestos PI Trust (Facsimile No. \_\_\_\_\_).

All notices and other communications given to any party hereto in accordance with the provisions of this Note Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by facsimile, in each case delivered or sent (properly addressed) to such party as provided in this section 5.1 or in accordance with the latest unrevoked direction from the receiving party given in accordance with this section 5.1.

\* \* \* \*

EXHIBIT A  
Form of Note

THIS NOTE IS NON-NEGOTIABLE AND MAY NOT BE  
TRANSFERRED, SOLD, ASSIGNED, PLEDGED,  
HYPOTHECATED OR OTHERWISE DISPOSED OF BY THE PAYEE

U.S. Up To \$290,000,000.00

Dated: \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned, Corning Incorporated, a New York corporation ("Corning"), HEREBY PROMISES TO PAY TO the Pittsburgh Corning Asbestos ~~PI~~Personal Injury Settlement Trust (the "Asbestos PI Trust") as provided for and in accordance with the terms set forth in the Note Agreement between Corning and the Asbestos PI Trust, dated \_\_\_\_\_ (the "Note Agreement"), and the Third Amended and Restated Corning Trust Funding Agreement Among Corning Incorporated, Lawrence Fitzpatrick (Future Claimants' Representative), and the Trustees of the Asbestos PI Trust, in Connection with the Modified Third Amended Plan of Reorganization For Pittsburgh Corning Corporation Dated January 29, 2009 Jointly Proposed by Pittsburgh Corning Corporation, The Official Committee of Asbestos Creditors and The Future Claimants' Representative (the "Corning Trust Funding Agreement"), the aggregate principal amount up to U.S.\$290,000,000.00. Pursuant to the terms of the Note Agreement and the Corning Trust Funding Agreement, the sixth payment set forth on Schedule I to this Note, shall be reduced by an amount up to \$50,000,000 as set forth in Section 2.2 of the Note Agreement and Section III of the Corning Trust Funding Agreement, or in the event of acceleration pursuant to section 4.1 of the Note Agreement, any payment amount due shall be reduced by an amount up to \$50,000,000 as set forth in Section 4.1 of the Note Agreement.

Subject to any instances of the issuance of Corning's common stock at the election of Corning pursuant to Section III (A) of the Corning Trust Funding Agreement and Section 2.2 of the Note Agreement, all payments are payable in lawful money of the United States of America to the Asbestos PI Trust at its account maintained at \_\_\_\_\_, in same day funds. This Note is non-negotiable and non-transferable.

At the sole option of Corning, Corning may prepay this Note, in whole or in part, at any time, from time to time, by paying to the Asbestos PI Trust an amount equal to the net present value (determined using a discount rate of 5.5% per annum) of that portion of the then remaining unpaid payments shown on Schedule 1 to this Note that are being prepaid by Corning.

This Note is the Note referred to in the Note Agreement and the Corning Trust Funding Agreement and is subject to the terms and conditions, and entitled to the benefits of, the Note Agreement and the Corning Trust Funding Agreement. The Note is a general unsecured obligation of Corning. The Note Agreement, among other things, contains provisions permitting the acceleration of payments upon the occurrence of certain Events of Default (as defined in the Note Agreement) and change in control of Corning.

CORNING INCORPORATED

By \_\_\_\_\_

Title:

**SCHEDULE 1 TO NOTE, EXHIBIT A TO NOTE AGREEMENT  
 BETWEEN CORNING INCORPORATED AND THE  
 PITTSBURGH CORNING CORPORATION ASBESTOS PI TRUST,  
 DATED \_\_\_\_\_, ~~2010~~2016**

<u>Payment Date</u>	<u>Principal and Interest Payment</u>
The one year anniversary of the Funding Effective Date	\$70,000,000
The second year anniversary of the Funding Effective Date	\$35,000,000
The third year anniversary of the Funding Effective Date	\$50,000,000
The fourth year anniversary of the Funding Effective Date	\$35,000,000
The fifth year anniversary of the Funding Effective Date	\$50,000,000
The sixth year anniversary of the Funding Effective Date	\$50,000,000 less (i) an amount up to \$50,000,000 pursuant to the terms of and as set forth in Section 2.2(b) of the Note Agreement and Section III of the Corning Trust Funding Agreement, or (ii) in the event of acceleration pursuant to Section 4.1 of the Note Agreement, an amount up to \$50,000,000 as set forth in Section 4.1 of the Note Agreement.

Exhibit 3 to  
Exhibit I  
to  
Modified Third Amended  
Plan of Reorganization

**REGISTRATION RIGHTS AGREEMENT FOR CORNING INCORPORATED**

REGISTRATION RIGHTS AGREEMENT FOR CORNING INCORPORATED

(this "Agreement"), dated as of ~~[.]~~2009 \_\_\_\_\_, 2016, is made between Corning Incorporated, a corporation organized and existing under the laws of the State of New York ("Corning"), and the Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust (the "Asbestos PI Trust"), established under the terms of the Modified Third Amended Plan of Reorganization For Pittsburgh Corning Corporation Dated January 29, 2009 Jointly Proposed by Pittsburgh Corning Corporation, The Official Committee of Asbestos Creditors, and the Future Claimants' Representative (the "Plan") [Bankr. Doc. No. 8928, as subsequently amended at Bankr. Doc. Nos. 9402 and \_\_\_\_\_], as approved by the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court"), Case No. 00-22876-~~JKF~~TPA (the "Chapter 11 Case"); and affirmed by the United States District Court for the Western District of Pennsylvania.<sup>1</sup>

WHEREAS, pursuant to that certain Third Amended and Restated Corning Trust Funding Agreement Among Corning Incorporated, Lawrence Fitzpatrick (Future Claimants' Representative), and the Trustees of the Asbestos PI Trust, in Connection with the Modified Third Amended Plan of Reorganization For Pittsburgh Corning Corporation Dated January 29, 2009 Jointly Proposed by Pittsburgh Corning Corporation, The Official Committee of Asbestos Creditors and The Future Claimants' Representative (the "Corning Trust Funding Agreement"), the parties have agreed that Corning may, at its option, for each installment due under the terms of the Corning Trust Funding Agreement (each, an "Installment"), contribute shares of its common stock, par value \$.50 per share (the "Shares"), to the Asbestos PI Trust in lieu of cash. The number of Shares to be contributed will be based on the closing price of the Shares on the New York Stock Exchange two days prior to the applicable Installment due date.

\* \* \* \*

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<sup>1</sup>On May 24, 2013 the Bankruptcy Court, in the Pittsburgh Corning Corporation Bankruptcy Case No. 00-22876, issued its Final Order Confirming Modified Third Amended Plan of Reorganization as Modified Through May 15, 2013, and Pursuant to 11 U.S.C. §524(g), Issuing Asbestos Permanent Channeling Injunction [Bankr. Doc. No. 9444-3], along with Revised Memorandum Opinion [Bankr. Doc. No. 9443], as modified on November 12, 2013, by the Bankruptcy Court's Order granting in part and denying in part the Motion for Reconsideration [Bankr. Doc. Nos. 9693 and 9694] (collectively, the "Confirmation Order"). On September 30, 2014, the District Court issued a Memorandum Opinion and Order affirming the Confirmation Order [Dist. Ct. Doc. Nos. 81 and 82] in Case No. 13-1639.

Exhibit 4 to  
Exhibit I  
to  
Modified Third Amended  
Plan of Reorganization

**PITTSBURGH CORNING CORPORATION ASBESTOS PERSONAL INJURY TRUST**

**RELEASE AND INDEMNITY AGREEMENT**

NOTICE: THIS IS A BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE CONSULT YOUR ATTORNEY IN CONNECTION WITH EXECUTING THIS DOCUMENT. IF YOU DO NOT PRESENTLY HAVE AN ATTORNEY, YOU MAY WISH TO CONSIDER CONSULTING ONE

WHEREAS, the undersigned, who is either the "Injured Party" or the/an "Official Representative"<sup>+01</sup> (either being referred to herein as the "Claimant"), has filed a Claim with the Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust (the "Asbestos PI Trust") pursuant to the Pittsburgh Corning Corporation Asbestos Personal Injury Trust Distribution Procedures (the "TDP") established in In Re: Pittsburgh Corning Corporation, Case No. 00-22876-~~JKF~~TPA, and such Claimant asserts a Channeled Asbestos PI Trust Claim for which one or more Asbestos Protected Parties is alleged to have legal responsibility (all capitalized terms not defined herein, including in Exhibit 1 hereto, shall have the respective meanings ascribed to them in either the TDP or the Modified Third Amended Plan of Reorganization for Pittsburgh Corning Corporation Dated January 29, 2009 Jointly Proposed by Pittsburgh Corning Corporation, the Official Committee of Asbestos Creditors, and the Future Claimants' Representative (the "Plan") confirmed in Case No. 00-22876-~~JKF~~ by the United States Bankruptcy Court for the Western District of Pennsylvania and the United States District Court for the Western District of Pennsylvania on \_\_\_\_\_, 2012, as the case may be); and TPA and located at Bankr. Doc. No. 8928, as subsequently amended at Bankr. Doc. Nos. 9402 and \_\_\_\_\_; and

\* \* \* \*

**EXHIBIT 2**  
**PPG Participating Insurers**

Great American Assurance Company, f/k/a Agricultural Insurance Company

\* \* \* \*

---

<sup>+01</sup> The "Official Representative" is the/a person who under applicable state law or legal documentation has the authority to represent the Injured Party, the Injured Party's estate or the Injured Party's heirs.

Allianz ~~Global Risks US~~Underwriters Insurance Company, ~~formerly known as~~ Allianz Insurance Company and Allianz Underwriters ~~Insurance Company formerly known as Allianz Underwriters~~, Inc.

\* \* \* \*

Arrowood Indemnity Company, ~~as successor to~~formerly known as Royal Indemnity Company

\* \* \* \*

Munich ~~Re-American~~Reinsurance America, Inc., formerly known as American Re-Insurance Company

\* \* \* \*

Westport Insurance Corporation ~~(formerly known as, successor in interest to~~ Puritan Insurance Company) and The Manhattan Fire and Marine Insurance Company

\* \* \* \*

Schedule F to  
Exhibit I to  
Modified Third Amended  
Plan of Reorganization

SCHEDULE F TO CORNING TRUST FUNDING AGREEMENT

**NOTICES**

**To Corning Incorporated:**

CORNING INCORPORATED  
One Riverfront Plaza  
Corning, NY 14831  
(607) 974-4160 (FAX)

CORNING INCORPORATED  
Attention: General Counsel  
One Riverfront Plaza  
Corning, NY 14831  
(607) 974-8656 (FAX)

Kimberly Luff Wakim, Esq.  
~~Elene Mountis Moran, Esq.~~ CLARK HILL PLC  
LLP  
~~THORP REED & ARMSTRONG, LLP~~  
One Oxford ~~Center~~ Centre, 14<sup>th</sup> Floor  
301 Grant Street  
Pittsburgh, PA 15219-~~7728~~ 1425  
(412) 394-7728  
(412) 934-2555 (FAX)

~~Cheryl A. Heller~~ Kevin T. Merriman, Esq.  
~~WARD NORRIS GREENBERG~~ HELLER & REIDY  
300 State Street  
~~Rochester, NY 14614~~ 1800 Bausch & Lomb Place  
~~(585) 454-0719~~ Rochester, NY 14604  
(585) ~~423-454-5910 (FAX)~~ 0749  
(585) 423-5941 (FAX)

**To Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To Future Claimants' Representative:**

Mr. Lawrence Fitzpatrick  
~~14 Stonelea Drive~~ 100 American Metro Blvd., Suite 108  
Hamilton, New Jersey 08619  
(609) 219-8862  
~~Princeton Junction, New Jersey 08550~~ (609) 620-1466 (Fax)  
TAYLOR, LLP

James L. Patton, Jr., Esq.  
Edwin J. Harron, Esq.  
Sharon M. Zieg, Esq.  
Sara Beth A.R. Kohut, Esq.  
YOUNG CONAWAY STARGATT &  
Rodney Square  
1000 North King Street

~~(609) 275-8840~~

~~\_\_\_\_\_ (Fax)~~

~~The Brandywine Building~~

~~1000 West Street, 17<sup>th</sup> Floor~~

~~P.O. Box 291~~

Wilmington, DE ~~19899~~[19801](#)

(302) 571-6600

(302) 571-1253 (FAX)

**Exhibit L to  
Modified Third Amended  
Plan of Reorganization**

**EXHIBIT L**

\* \* \* \*

**Table 3<sup>+</sup>**

<b>Entity</b>	<b>Ownership</b>
Alto Paints Limited	100% <b>I</b>
American Finishes S.A.	100% <b>I</b>
Ampaspace S.r.l.	80% <b>I</b>
Antilles Peintures Industries sarl	79% <b>I</b>
Antilles Peintures Industries Martinique SAS	100% <b>I</b>
Chemia Lublin S.A.	100% <b>I</b>
ClaimsNet Inc.	75% <b>I</b>
Colora Group, a.s.	100% <b>I</b>
Compagnie Equatoriale des Peintures SA	51.45% <b>I</b>
DeSoto Aerospace Coatings, Inc. [Formerly Courtaulds Aerospace Coatings, Inc.]	100% <b>I</b>
Doelfrey & Macostad Coatings SAS [Now known as PPG Industrial Coatings France SAS]	100% <b>I</b>
Ease International Limited	100% <b>I</b>
EPIC Insurance Co. Ltd.	100% <b>I</b>
Erlenbrunnen Grundstücksverwaltung GmbH	100% <b>I</b>
Farveriget A/S	100% <b>I</b>
GETPAINT.COM, LLC	100% <b>I</b>
Group 26 Diversified Holdings Ireland [Formerly PPG Optical Holdings Ireland]	100% <b>D</b>
Hawthorndale Limited	100% <b>I</b>
Ivoirienne de Peinture et Laques SA	85% <b>I</b>
Johnstone's Paints Limited	100% <b>I</b>
Kalon Investment Company Limited	100% <b>I</b>
Kalon Pension Trustees Limited	100% <b>I</b>
Kalon S.A., Pinturas Y Productos Quimicos	100% <b>I</b>
Kalon South Africa Proprietary Limited	100% <b>I</b>
KolorMax, s.r.o. (formerly HCH s.r.o.) [Now known as PPG Deco	

<sup>+</sup> ~~Tables 3 and 4 did not appear in prior versions of the Plan, but are redlined against Tables 1 and 2, respectively, to show the PPG Entities and PPG Affiliates that will be Asbestos Protected Parties.~~

Slovakia, s.r.o.	100% <b>I</b>
La Place Anglet	100% <b>I</b>
La Seigneurie Afrique SA	99.97% <b>I</b>
La Seigneurie Caraibes SAS	100% <b>I</b>
La Seigneurie Guyane SAS	100% <b>I</b>
La Seigneurie Martinique SAS	100% <b>I</b>
La Seigneurie Ocean Indien SAS	51% <b>I</b>
La Seigneurie Pacifique SAS	51% <b>I</b>
MaxMeyer Car Deutschland GmbH	100% <b>I</b>
MaxMeyer Iberica S.A. [Now known as PPG Iberica Sales & Services, S.L.]	100% <b>I</b>
MaxMeyer (UK) Limited	100% <b>I</b>
Novodec Iberica Spain	90% <b>I</b>
PPG Fiber Glass Corporation	50% <b>D</b>
Pinetree Stockholding Corporation [Formerly Pinetree Acquisition Corporation]	100% <b>D</b>
Pittsburgh Plate Glass Company (Alabama)*	100% <b>I</b>
Pittsburgh Plate Glass Company (Delaware)*	100% <b>D</b>
Pittsburgh Plate Glass Company (Maine)*	100% <b>I</b>
Polifarb – Market sp. Zo.o.	100% <b>I</b>
PPG Aerospace Materials (Suzhou) Co. Ltd.	100% <b>I</b>
PPG Architectural Finishes, Inc.	100% <b>I</b>
PPG (Austria) Handels GmbH [Formerly AutoFinish Handels-GmbH]	100% <b>I</b>
PPG Auto Refinish AG [Formerly MaxMeyer Car (Suisse) AG]	100% <b>I</b>
PPG Canada Inc.	100% <b>I</b>
PPG Capital LLC	100% <b>D</b>
PPG Coatings B.V. [Formerly BASF Coatings B.V.]	100% <b>I</b>
PPG Coatings Belux N.V.	100% <b>I</b>
PPG Coatings (Hong Kong) Co., Limited [Formerly PPG Automotive Coatings (Hong Kong) Co., Limited]	100% <b>I</b>
PPG Coatings (Malaysia) Sdn. Bhd.	100% <b>I</b>
PPG Coatings [Formerly PPG Packaging Coatings S.A., Formerly Gonfreville Coatings S.A.]	99.85% <b>I</b>
PPG Coatings South Africa (Pty) Ltd. [Formerly Main Street 21 (Proprietary) Limited]	100% <b>I</b>
PPG Coatings (Suzhou) Company Ltd.	100% <b>I</b>
PPG Coatings (Thailand) Co., Ltd.	100% <b>I</b>
PPG Coatings (Tianjin) Co., Ltd. [Formerly PPG Automotive Coatings (Tianjin) Co. Ltd.]	100% <b>I</b>
PPG-Helios Ltd.	100% <b>I</b>
PPG Hellas S.A. [Formerly MaxMeyer Hellas]	100% <b>I</b>
PPG Holdings B.V.	66.66% <b>D</b> 33.33% <b>I</b>
PPG Holdings (U.K.) Limited [Formerly Legibus 1030 Limited]	100% <b>I</b>

\* Name-Holding Subsidiary

PPG Iberica, S.A. [Formerly Pinturas Pittsburgh Iberica, S.A.]	100% <b>I</b>
• Portuguese Branch	
PPG Industrial do Brasil – Tintas E Vernizes – Ltda. [Formerly PPG Industrial do Brasil Limitada]	100% <b>D</b>
PPG Industries Argentina S.A. [Now known as PPG Industries Argentina S.R.L.]	100% <b>I</b>
PPG Industries Australia PTY Limited A.C.N. 055 500 939	100% <b>I</b>
PPG Industries Belgium B.V.B.A. [Formerly PPG Industries Belgium SANV][Formerly PPG Glasexco S.A.]	100% <b>D</b>
PPG Industries Chemicals B.V.	100% <b>I</b>
PPG Industries Communications Service Company	100% <b>D</b>
PPG Industries de Mexico, S.A. de C.V. [Formerly Pinturas Pittsburgh de Mexico S.A.]	99.99% <b>D</b> .01% <b>I</b>
PPG Industries Fiber Glass B.V. [Formerly Silenka B.V.]	100% <b>I</b>
PPG Industries Fiber Glass Products, Inc.	100% <b>I</b>
PPG Industries Foundation	100% <b>D</b>
PPG Industries France S.A.S. [Formerly S.A. Peintures Corona]	100% <b>I</b>
PPG Industries, Inc. (Alaska) *	100% <b>D</b>
PPG Industries International, Inc. [Formerly PPG Industries Overseas, Inc.]	100% <b>D</b>
♦ France Branch	
♦ Hong Kong Branch	
♦ Indonesia Branch	
♦ Korea Branch	
♦ Malaysia Branch	
♦ Taiwan Branch	
PPG Industries Ireland Limited	100% <b>D</b> 50% <b>I</b>
PPG Industries Italia S.p.A. [Formerly PPG Industries Italia S.r.l. [Formerly PPG Industries (Italia) S.r.l.]	100% <b>I</b>
PPG Industries Kimya Sanayi Ve Ticaret Anonim Sirketi [Formerly Alpin Oto Yan Sanayi ve Ticaret A.S.]	99.99% <b>I</b>
PPG Industries (Korea) Inc. [Formerly Dongju Industrial Co., Ltd.] [Now known as PPG Industries (Korea) Ltd.]	100% <b>D</b>
PPG Industries Lackfabrik GmbH	100% <b>I</b>
PPG Industries New Zealand Limited	100% <b>I</b>
PPG Industries Ohio, Inc.	100% <b>I</b>
PPG Industries Poland Sp. Zo.o.	100% <b>I</b>
PPG Industries Sales, Inc. [Formerly PPG Industries (Europe), Inc.] [Formerly Puerto Rico Olefins, Inc.]	100% <b>D</b>
♦ France Branch	
♦ Philippines Branch	
♦ Turkey Branch	
PPG Industries Securities, Inc. [Now known as PPG Industries	

\* Name-Holding Subsidiary

Securities, LLC]	100% I
PPG Industries (Singapore) Pte., Ltd.	100% I
PPG Industries (Sweden) AB	100% I
PPG Industries (UK) Limited [Formerly PPG Glass Fibres Limited] [Formerly Poplar Limited]	100% I
PPG Investments, Inc.	100% D
PPG Japan Ltd. [Formerly PPG Industries Far-East Ltd.] [Formerly PPG Industries Asia/Pacific Ltd.]	100% D
PPG Packaging Coatings (Suzhou) Co., Ltd.	100% I
PPG Paints Trading (Shanghai) Co., Ltd. [Formerly ICI Swire Paints Trading (Shanghai) Company, Limited]	100% I
PPG-Puerto Rico, Inc.	100% D
PPG Realty, Inc.	100% D
PPG Revestimentos para Automoveis A.E.I.E. [Formerly PPG-B&K Revestimentos Para Automoveis, A.E.I.E.]	100% I
PPG Service Sud S.r.l.	100% I
PPG Share Plan Nominees Pty Limited	100% I
PPG Trading (Shanghai) Co., Ltd.	100% I
PPG Vietnam Co., Ltd.	100% I
PRC-DeSoto Australia Pty Ltd.	100% I
PRC-DeSoto International FZE	100% I
PRC-DeSoto International, Inc. [Formerly Courtaulds Aerospace, Inc.]	100% D
PRC International, Inc.	100% I
Primalex a.s. [Now known as PPG DECO Czech a.s.]	100% I
Prominent Paints Proprietary Limited	100% I
Prominent Paints Tshwane Proprietary Limited	100% I
Przedsiębiorstwo Produkcyjno – Handlowo Usługowe “POLIFARB” sp. Zo.o.	44.39% I
PT SigmaKalon Indonesia [Now known as PT PPG Coatings Indonesia]	100% I
Schoch & Co. AG Burgdorf	100% I
Schoch Holding AG	100% I
SCI Gonfrecourt	100% I
Shanghai IVY Chemical Company Limited [Now known as PPG Coatings (Shanghai) Co., Ltd.	100% I
Shinto Marine Kabushiki Kaisha	95% I
Sigma Coatings Proprietary Limited	100% I
SigmaKalon (BC) Holdco SAS [Now known as PPG Holdco SAS]	100% D
SigmaKalon (BC) 1 B.V. [Now known as PPG Finance NL B.V.]	100% D
SigmaKalon (BC) Netherlands B.V. [Now known as PPG Finance BV]	100% D
SigmaKalon (BC) UK Limited	99.999% I
SigmaKalon Caraibes [Now known as PPG AC Caraibes]	100% I
SigmaKalon Cieszyn S.A. [Now known as PPG Polifarb Cieszyn S.A.]	100% I
SigmaKalon Colombia Ltda. [Now known as PPG Industries Colombia Ltda]	100% I
SigmaKalon Danmark A.S. [Now known as PPG Coatings Danmark A.S.]	100% I
SigmaKalon Deco Nederland B.V. [Now known as PPG Coatings Nederland B.V.]	100% I

SigmaKalon Deco Polska sp. Zo.o	100% I
SigmaKalon Deniz ve Koruyucu Kaplamalar Dagitim ve Ticaret Limited Sirketi [Now known as PPG Kuruyucu ve Deniz Kaplamalar Dagitim ve Ticaret Limited Sirketi]	100% I
SigmaKalon Deutschland GmbH [Now known as PPG Coatings Deutschland GmbH]	100% I
SigmaKalon Distribution [Now known as PPG Distribution]	100% I
SigmaKalon Euridep [Now known as PPG AC France]	100% I
SigmaKalon Hong Kong Limited [Now known as PPG Performance Coatings (Hong Kong) Limited]	100% I
SigmaKalon Industrial Coatings B.V. [Now known as PPG Industrial Coatings B.V.]	100% I
SigmaKalon Ireland Limited [Now known as PPG Architectural Coatings Ireland Limited]	100% I
SigmaKalon Italy Srl. [Now known as PPG Coatings Italy Srl.]	100% I
SigmaKalon (Kunshan) Co., Ltd. [Now known as PPG Coatings (Kunshan) Co., Ltd.]	100% I
SigmaKalon (Malaysia) Sdn. Bhd. [Now know as PPG Performance Coatings (Malaysia) Sdn Bhd.]	100% I
SigmaKalon Marine & Protective Coatings B.V. [Now known as PPG Coatings Curope BV]	100% I
SigmaKalon Marine & Protective Coatings Greece S.A. [Now known as PPG Coatings Services Greece S.A.]	100% I
SigmaKalon Marine and Protective Coatings Poland sp. Zo.o. [Now known as PPG Coatings Poland sp Zo.o.]	100% I
SigmaKalon Marine & Protective Coatings UK Ltd. [Now known as PPG Performance Coatings UK Limited]	100% I
SigmaKalon Middle-East B.V.	63.20% I
SigmaKalon Nigeria Limited	88.20% I
SigmaKalon Norway AS [Now known as PPG Coatings Norway AS]	100% I
SigmaKalon N.V. [Now known as PPG Coatings SPRL/BVBA]	100% I
SigmaKalon Phils. Inc. [Now known as PPG Coatings, (Philippines) Inc.]	100% I
SigmaKalon Portugal – Fabrica de Tintas, S.A. [Now known as PPG Portugal SA]	100% I
SigmaKalon Retail Europe [Now known as PPG Retail Europe]	100% I
SigmaKalon (Shanghai) Co. Ltd.	100% I
SigmaKalon Singapore Pte. Ltd. [Now known as PPG Coatings (Singapore) Ptd. Ltd.]	100% I
SigmaKalon Spain S.A. [Now known as PPG Coatings Spain S.A.]	100% I
SigmaKalon UK Holding Limited	100% I
SigmaKalon UK Ltd. [Now known as PPG Architectural Coatings UK Ltd.]	100% I
SigmaKalon UK Pension Trustees Limited	100% I
Sigma Marine & Protective Coatings Holding B.V. [Now known as PPG Marine & Protective Coatings Holdings B.V.]	100% I
Sigma Paints Egypt Ltd.	63.40% I

Sigma Samsung Coatings Co. Ltd. [Now known as PPG SSC Co., Ltd.]	60% I
Sigma Shinto Coatings Co., Ltd. [Now known as PPG PMC Japan Co., Ltd.]	95% I
Sigma Yung Chi Coatings Co. Ltd. [Now known as PPG Yung Chi Coatings Co., Ltd.]	65% I
Sikar (Shanghai) Trading Co. Ltd.	100% I
Societe des Anciens Etablissements Pepler	100% I
The CEI Group, Inc. [Formerly 1-800 Collision Experts, Inc.]	75% I
Transitions Optical Distribution Limited	51% I
Transitions Optical do Brasil Limitada	51% I
Transitions Optical EDC Limited	51% I
Transitions Optical Holdings B.V.	51% I
Transitions Optical, Inc.	51% I
Transitions Optical India Private Limited	51% I Transitions
Optical Japan YK	51% I
Transitions Optical Limited	51% I
Transitions Optical Philippines, Inc.	51% I
Transitions Optical PTY Ltd. A.C.N. 067 278 139	51% I
Trilak Coatings SR.L	100% I
Trilak Festékgyártó Korlatolt Felelősségű Tarsaság	100% I
United International Business N.V.	100% I
Varossieau Suriname N.V.	51% I

**Table 4**

<b>Affiliate</b>	<b>Ownership</b>
Alfa Colori	32% I
Area Tech	50% I
Asian PPG Industries Limited [Formerly Asian PPG Industries Private Limited][Now known as PPG Asian Paints Private Ltd.]	50% I
Base Colori	45% I
Belletech Corp.	40% I
Chemfil Canada Limited	50% D
Civita Colors srl	44.50% I
DDL	50% I
Dekocolor	26% I
Eurocolor	26% I
Eyeland Inc.	40% I
Gabonaise de Peintures et Laques	51.01% I
Guy Marchand S.A. [Now known as Peinture Guy Marchand S.A.S.]	34% I
Kromie	26%
Nordest Colori	50% I
PFG Fiber Glass (Hong Kong) Corporation Limited	50% I
PFG Fiber Glass (Kunshan) Co., Ltd.	50% I
Pittsburgh Corning Europe N.V.	50% D
Pittsburgh Corning France S.a.r.l.	49.95% I

Pittsburgh Corning Gesellschaft mbH	50% I
Pittsburgh Corning Nederland B.V.	50% I
Pittsburgh Corning Scandinavia AB	50% I
Pittsburgh Corning (Schweiz) A.G.	50% I
Pittsburgh Corning (United Kingdom) Limited	50% I
PRZEDSIĘBIORSTWO ECO-SPAL SP. ZO.O W LIKWIDACJI	41.30% I
Societe des Peintures Guilloteau S.A.	34% I
SigmaKalon Marketing (M) Sdn. Bhd. [Now known as PPG PMC Marketing Malaysia Sdn. Bhd.]	30% I
SigmaKalon Univer S.P.A. [Now known as PPG UNIVER S.P.A.]	50% I
Sigma Paints Saudi Arabia Ltd.	20% I
Signum	43% I
Societe des Peintures Guilloteau S.A.	34% I
SP Color srl	24.50% I

**Exhibit M to  
Modified Third Amended  
Plan of Reorganization**

**INSURANCE CLAIMS AGREEMENT**

\* \* \* \*

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto set forth their hands on the dates indicated.

\* \* \* \*

Great American Assurance Company, f/k/a Agricultural Insurance Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Allianz ~~Global Risks US~~Underwriters Insurance Company, ~~formerly known as~~ Allianz Insurance Company

and By: \_\_\_\_\_

~~Title:~~ \_\_\_\_\_

~~Date:~~ \_\_\_\_\_

~~Allianz Underwriters Insurance Company, formerly known as~~ Allianz Underwriters, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

~~Chartis~~Complex Casualty Claims, ~~Inc.,~~AIG Property Casualty as authorized claims handling agent of AIU Insurance Company, American Home Assurance Company, AIG Casualty Company (fka Birmingham Fire Insurance Company), Granite State Insurance Company, Insurance Company of the State of Pennsylvania, Landmark Insurance Company, Lexington Insurance Company, Lexington Insurance Company, Ltd., National Union Fire Insurance Company of Pittsburgh, PA and New Hampshire Insurance Company, Ltd.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

Munich ~~Re~~Reinsurance America, Inc., formerly known as American Re-Insurance Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

Arrowood Indemnity Company, ~~As Successor to~~formerly known as Royal Indemnity Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*

Westport Insurance Corporation ~~(f/k/a, successor in interest to~~ Puritan Insurance Company, ~~f/k/a and~~ The  
Manhattan Fire and Marine Insurance Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \*