

PLAN OF ALLOCATION OF STEWART SETTLEMENT AMOUNT BALANCE

The "Balance" of the "Settlement Amount" (as those terms are defined in paragraph 2 of the Stewart Settlement Agreement) shall be divided by the total number of Stewart Decedents with respect to whom no Subclass Member timely elects to opt out of the class, and with respect to whom at least one of the following timely submits a valid Claim: the Decedent's (1) spouse, (2) parents (3) children, (4) siblings, (5) next of kin who gave permission for the Decedent's autopsy, or (6) grandchildren, but only if there is no living spouse, parent, child or sibling of the Decedent. The resulting sum shall constitute the "Decedent's Family Share" and shall be distributed pursuant to the following plan:

- A. If the Decedent's spouse timely submits a valid claim, then one-half of the Decedent's Family Share shall be paid to the Decedent's spouse. The remaining one-half of the Decedent's Family Share shall be paid in equal shares to each of the Decedent's (1) parents, (2) children, (3) siblings, and (4) next of kin who gave permission for the Decedent's autopsy, who timely submits a valid claim. In the event that none of the Decedent's parents, children, siblings or next of kin who gave permission for the Decedent's autopsy timely submits a valid claim, then the remaining one-half of the Decedent's Family Share shall be paid to the Decedent's spouse.
- B. If the Decedent's spouse does not timely submit a valid claim, then the Decedent's Family Share shall be paid in equal shares to each of the Decedent's (1) parents, (2) children, (3) siblings, and (4) next of kin who gave permission for

the Decedent's autopsy, who timely submits a valid claim.

- C. If there is no living spouse, parent, child, or sibling of the Decedent, or next of kin who gave permission for the Decedent's autopsy, then the Decedent's Family Share shall be paid in equal shares to each of the Decedent's grandchildren who timely submits a valid claim.

For purposes of the paragraphs above, the following definitions shall apply:

- A. "Spouse" shall mean a husband or wife, as recognized by the laws of the State of New Mexico, married at the time of the Decedent's death, unless legally separated or unless there was petition for annulment, divorce, dissolution of marriage or separation pending as of the date of the Decedent's death.
- B. "Parents" shall mean a mother or father, as recognized by the laws of the State of New Mexico, living at the time of the Decedent's death, not including in-laws, but including step-parents and adoptive parents.
- C. "Children" shall mean a daughter or son, as recognized by the laws of the State of New Mexico, living at the time of the Decedent's death, not including in-laws, but including step-children and adopted children.
- D. "Siblings" shall mean a sister or brother, as recognized by the laws of the State of New Mexico, living at the time of the Decedent's death, not including in-laws, but including step-siblings, adoptive siblings and half-siblings.
- E. "Grandchildren" shall mean a grandson or granddaughter, as recognized by the laws of the State of New Mexico, living at the time of the Decedent's death,

including adopted grandchildren and step-children.

Exhibit 2 to Stewart Settlement Agreement