

PLIBRICO 524(g) ASBESTOS TRUST
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

Pursuant to Section 5.9(a) of the Plibrico 524(g) Asbestos Trust Distribution Procedures (the “**TDP**”), the Plibrico 524(g) Asbestos Trust (the “**Asbestos Trust**”) hereby establishes the following Alternative Dispute Resolution (“**ADR**”) Procedures to resolve all present and future Asbestos Personal Injury Claims as that term is defined in the Third Amended Joint Plan of Reorganization Dated January 30, 2006 (the “**Plan**”) (hereinafter referred to for all purposes as “**Asbestos Claims**”). All capitalized terms herein shall be as defined and/or referenced within the TDP if included therein.

I. OVERVIEW

The Asbestos Trust shall appoint a Private Adjudication Coordinator, at the cost of the Asbestos Trust, to administer these ADR procedures. To initiate these procedures, the claimant must make a written request to the Asbestos Trust. Within twenty (20) days of a claimant’s request for ADR, the Asbestos Trust will send the claimant an ADR packet containing the documents necessary to pursue the ADR process. These ADR procedures shall not be construed as imparting to any claimant any substantive or procedural rights beyond those conferred by the TDP.

The ADR process available to the claimant includes both non-binding and binding elements. These ADR procedures must be pursued by claimants on an individual basis. As a general matter, claims of different claimants cannot be grouped together even if the claimants are represented by the same counsel, unless the Asbestos Trust, in its sole discretion, decides it would be expeditious to conduct ADR proceedings with respect to more than one claim involving differently exposed claimants with those claimants’ representative. In such a case, however, the pro bono evaluator or arbitrator must individually value each such claim using the valuation factors set forth in Section 5.2(b)(2) of the TDP, and the claimants’ positions in the Asbestos Trust’s FIFO Processing and Payment Queues must be separately maintained.

II. ADR PROCEEDINGS SUMMARY

A. Initiation of ADR

Within twenty (20) days of a claimant’s request for ADR, the Asbestos Trust will send the claimant an ADR packet containing a copy of these procedures and the following:

1. Election Form for Pro Bono Evaluation;
2. Election Form and Agreement to Submit to Binding Arbitration;
3. Election Form and Agreement to Submit to Non-binding Arbitration; and

4. Form Affidavit of Completeness.

To initiate these procedures, the claimant must execute the appropriate election form and agreement referenced above (and attached hereto as Attachments A-D). A claimant who wishes to proceed through the ADR process may elect to submit to pro bono evaluation before any form of arbitration. Alternatively, the claimant may waive pro bono evaluation and proceed directly to binding or non-binding arbitration.

If the claimant elects binding arbitration, then the claimant and the Asbestos Trust waive their respective rights to seek a jury trial as set forth in the TDP. If either party rejects a non-binding arbitration award, and the claimant has otherwise complied with the requirements of these ADR procedures and the Plan, then the claimant may commence a lawsuit against the Asbestos Trust as provided in Section 7.6 of the TDP.

It is the claimant's responsibility to comply with the ADR deadlines. Although the deadlines may be extended by agreement or for cause shown, failure to comply with a deadline without obtaining an extension may result in withdrawal of the claim from ADR. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the Asbestos Trust shall send the claimant written notice of the failure to comply. If the claimant does not take any action on the claim, then thirty (30) days after the missed deadline the claim will be deemed withdrawn from ADR. Notwithstanding any other provision of these ADR procedures to the contrary, a claimant may withdraw the claim from ADR at any point upon written notice to the Trust.

B. Pro Bono Evaluation

This ADR alternative consists of an evaluation of the claim by an evaluator selected from a pro bono panel. The panel shall be comprised of asbestos litigation attorneys as mutually agreed upon between the Trust Advisory Committee (the "**TAC**") and the Trustee. Each evaluation will have a pro bono evaluator randomly selected by the Private Adjudication Coordinator from the list of pro bono panelists. Within fifteen (15) days of the claimant's request for the pro bono evaluation, the individual pro bono evaluator shall be randomly chosen from the approved panel. The Private Adjudication Coordinator shall not assign a pro bono evaluator who is employed by the law firm representing the claimant.

A pro bono evaluation will be done by document submission. The identity of the pro bono evaluator will not be disclosed to the claimant or the claimant's attorney. The Asbestos Trust encourages identification of and not anonymity as to the alleged injured party so that medical records can be transmitted in their original form. The Private Adjudication Coordinator will communicate to the parties the pro bono evaluator's written evaluation. The parties will communicate their respective rejection or acceptance of settlement upon the terms of the written evaluation. If

either or both parties reject settlement upon those terms, then the claimant may submit an Election Form and Agreement for Binding or Non-binding Arbitration.

C. Binding and Non-binding Arbitration Procedures

If the claimant requests arbitration, either binding or non-binding, then the Asbestos Trust shall execute the appropriate Election Form and Agreement. The Asbestos Trust may not decline the claimant's election of either binding or non-binding arbitration, but it reserves all rights to reject any award in a non-binding arbitration proceeding. If the parties agree to engage in binding arbitration, then the claimant and the Asbestos Trust waive their respective rights to seek a jury trial as set forth in Section 7.6 of the TDP.

D. Election and Time Limits

Within sixty (60) days of a claimant's receipt of the ADR packet from the Asbestos Trust, the claimant must return the appropriate form to the Asbestos Trust along with an executed Affidavit of Completeness.

A claimant who wishes to submit to pro bono evaluation before any form of arbitration must send the Asbestos Trust the Election Form for Pro Bono Evaluation. (*See* Attachment A.) The claimant or his/her attorney shall personally sign the Election Form for Pro Bono Evaluation.

A claimant who wishes to waive pro bono evaluation and proceed directly to binding or non-binding arbitration must send the Asbestos Trust either the Election Form and Agreement to Submit to Binding Arbitration (*see* Attachment B), or the Election Form and Agreement to Submit to Non-binding Arbitration (*see* Attachment C). The claimant or his/her attorney shall personally sign the applicable form.

The claimant must also sign an Affidavit of Completeness (*see* Attachment D) and return it to the Asbestos Trust with a copy to the Private Adjudication Coordinator within sixty (60) days of receipt of the ADR packet. The claim will not proceed until the Asbestos Trust has received a completed election form and Affidavit of Completeness from the claimant. The Affidavit of Completeness shall verify that all information to be considered in the ADR process has been provided to the Asbestos Trust while the claim was under review by the Asbestos Trust.

After receiving the signed election form and Affidavit of Completeness, the Asbestos Trust shall review and sign the election form within five (5) business days of receipt.

Within fifteen (15) days from the date the Asbestos Trust notifies the claimant's counsel of the Asbestos Trust's consent to the election form, the Asbestos Trust shall send a copy of the signed election form and the Affidavit of Completeness together with complete copies of all materials submitted to the Asbestos Trust by

the claimant and factual information in the Asbestos Trust's file, if any, gathered by the Asbestos Trust from other sources, and a completed Affidavit of Accuracy to the claimant's counsel and the Private Adjudication Coordinator who will forward the materials to the selected pro bono evaluator or arbitrator at the time they are selected. The Asbestos Trust may not send the Private Adjudication Coordinator any materials in the Asbestos Trust's file that have not previously been provided to the claimant.

III. RULES GOVERNING PRO BONO EVALUATION

A. Selection of the Pro Bono Evaluator

Within fifteen (15) days of the date the Private Adjudication Coordinator receives the claimant's election agreement, the Private Adjudication Coordinator shall randomly select the pro bono evaluator from the list of pro bono panelists and notify the parties that the evaluator has been designated without disclosing the identity of the evaluator. The pro bono evaluator shall be selected from a panel of asbestos litigation plaintiffs' attorneys who have volunteered to serve the Asbestos Trust at the request of the TAC. Pro bono assignments will be made on a rotating basis. The Private Adjudication Coordinator will take reasonable efforts to ensure that the pro bono evaluator is not employed with the law firm representing the claimant.

The identity of the pro bono evaluator shall not be disclosed to the claimant or to the claimant's attorney. The identity of the claimant should be disclosed so that medical records can be transmitted in their original form.

B. Submission of Written Arguments

Fifteen (15) days after the Asbestos Trust sends the complete file materials to the Private Adjudication Coordinator, the claimant and the Asbestos Trust shall simultaneously exchange and submit written arguments to the Private Adjudication Coordinator. The Private Adjudication Coordinator will immediately forward the written arguments to the pro bono evaluator. The written arguments shall comply with the following rules:

1. The argument shall not exceed ten (10) double spaced typewritten pages. The pro bono evaluator shall not consider any argument that exceeds this page limit. In order to preserve anonymity in a pro bono evaluation, the name of counsel should not be mentioned. The argument may not introduce factual matter not contained in the documents in the Asbestos Trust's file. The evaluator shall disregard any argument that does not comply with this rule.
2. When a party fails to submit the written argument within the fifteen (15) days, the party waives written argument and the pro bono evaluator shall disregard any argument received after that time.

C. Evaluation of Documents

The pro bono evaluation is a document review only, with complete anonymity preserved between claimant's counsel and the pro bono evaluator. The documents that the pro bono evaluator may consider shall be limited to the following:

1. The documents in the Asbestos Trust's file forwarded to the pro bono evaluator.
2. The claimant's Affidavit of Completeness and the Asbestos Trust's Affidavit of Accuracy.
3. The written arguments of the claimant and the Asbestos Trust that comply with the rules for written arguments set forth above.
4. Before the Private Adjudication Coordinator forwards any documents to the pro bono evaluator it will redact all references to claimant's counsel.

D. Written Evaluation and Procedure for Acceptance/Rejection

Within fifteen (15) days after the submission of written arguments, the pro bono evaluator shall submit a written evaluation of the claim to the Private Adjudication Coordinator, who will promptly mail it to the parties.

Within fifteen (15) days after receipt of the pro bono evaluator's written evaluation, the claimant and the Asbestos Trust will each communicate in writing to the Private Adjudication Coordinator whether they will accept the amount of the pro bono evaluator's written evaluation to settle the claim. If both parties accept, then the Private Adjudication Coordinator will immediately inform both parties that they have achieved a settlement and the Asbestos Trust shall pay the claim pursuant to the TDP. If either or both parties reject the pro bono evaluator's written evaluation, then within five (5) business days of receipt of both parties' written communication, the Private Adjudication Coordinator shall send each party a notice of rejection of the pro bono evaluator's written evaluation that will not indicate whether the opposing party has accepted or rejected the pro bono evaluator's written evaluation amount.

E. Arbitration After Rejection of Pro Bono Evaluator's Written Evaluation

Within sixty (60) days after receipt of the notice of rejection of the pro bono evaluator's written evaluation, the claimant may request arbitration by returning to the Asbestos Trust a signed Election Form and Agreement for either Binding or Non-binding Arbitration. If the claimant does not request arbitration within the 60-day period, the claim shall be deemed withdrawn from ADR.

IV. RULES GOVERNING NON-BINDING AND BINDING ARBITRATION

A. Election by the Claimant

The Asbestos Trust shall review the submitted Election Form and Agreement for Binding or Non-binding Arbitration (Attachment B or C) and within five (5) business days of receipt the Asbestos Trust shall sign the Agreement and shall immediately send the fully signed Arbitration Agreement to the Private Adjudication Coordinator.

B. Selection of the Arbitrator

1. As soon as reasonably possible after the receipt of the signed Arbitration Agreement, but no more than fifteen (15) days after the receipt of the signed Arbitration Agreement, the Private Adjudication Coordinator shall select three potential arbitrators from a rotating list kept by the Private Adjudication Coordinator. Arbitrators' assignments will be made on a rotating basis nationally, by the Private Adjudication Coordinator. The Private Adjudication Coordinator shall promptly notify the arbitrators and the parties of the potential arbitrators' selection. If a potential arbitrator is unable or unwilling to serve, then a replacement selection will be made prior to notifying the Asbestos Trust and the claimant of the potential arbitrators selected.
2. Within seven (7) days of receipt of the list of potential arbitrators, the Asbestos Trust may select, and identify to the Private Adjudication Coordinator, one potential arbitrator to be stricken from the list. The Private Adjudication Coordinator shall then promptly notify the claimant of the Asbestos Trust's election, whereupon, within seven (7) days of the receipt of such notification, the claimant may select, and identify to the Private Adjudication Coordinator, a second potential arbitrator to be stricken from the list. The Private Adjudication Coordinator shall then notify all parties which potential arbitrator remains and will conduct the arbitration. If either the Asbestos Trust or the claimant, or both, fails to exercise the right to strike an arbitrator from the list of potential arbitrators, the Private Adjudication Coordinator shall appoint from those potential arbitrators remaining the arbitrator next in rotation on the Asbestos Trust's rotating list.
3. Any appointed arbitrator shall disclose to the Private Adjudication Coordinator any circumstances likely to affect impartiality including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or representatives. Upon receipt of such information from the arbitrator or another source, the Private Adjudication Coordinator shall communicate the information to the parties and, if the administrator deems necessary, to the arbitrator and others. Upon objection of a party to the continued service, the Private Adjudication Coordinator shall determine whether the arbitrator should be disqualified and shall inform the parties of the decision, which shall be final.

C. Arbitrations Involving the Liquidated Value of a Claim

All binding arbitration of the liquidated value of a claim shall be conducted in the “final offer” format also known as “baseball style” arbitration. In the course of submitting the arbitration materials, as explained in these rules, the parties shall submit their final offer of settlement which shall also serve as the party’s demand for arbitration award. The arbitrator must choose from one of these two demands in determining the amount of the arbitration award.

D. Arbitrations Involving Specific Issues Other than the Liquidated Value of a Claim

In the event that the claimant and the Asbestos Trust submit a specific issue(s) other than the liquidated value of the claim to arbitration, such as whether the claim submission meets the requirements set forth in the TDP, the arbitrator shall decide the specific issue(s). The decision of the specific issue(s) could result in the resumption of the Individual Review process, depending on the arbitrator’s decision. In that case, the claims processing facility will resume final processing and valuation of the claim.

E. Extraordinary Claims and Those Reviewed by the Extraordinary Claims Panel

In the event that the Extraordinary Claims Panel has deemed the claim worthy of extraordinary treatment pursuant to Section 5.3(a) of the TDP, the Private Adjudication Coordinator shall forward to the arbitrator the written decision of the Extraordinary Claims Panel, and the parties may submit a final request of up to a maximum extraordinary value of five (5) times the applicable Maximum Value for claims qualifying for Disease Levels I – VII multiplied by the applicable Payment Percentage. In such circumstances, the arbitrator may issue an award in accordance with such a final offer/request.

In the event that the Extraordinary Claims Panel declined to give extraordinary treatment to the claim, the arbitrator shall not be informed of the Extraordinary Claims Panel’s decision, and the claimant must confine his/her award to the value ascribed to the type of injury in the TDP because the arbitrator may not award an amount in excess of the Maximum Value assigned to the appropriate category for the injury in the TDP. The Asbestos Trust will not engage in non-binding or binding arbitration, and reserves the unilateral right to withdraw from a signed non-binding or binding arbitration agreement at any time, where the claimant’s final offer and award demand exceeds the Maximum Value assigned to the type of injury in the TDP and the Extraordinary Claims Panel has declined to give extraordinary treatment to the claim.

F. Submission of Pre-Hearing Briefs

Within twenty (20) days of the appointment of an arbitrator each party shall submit to the opposing party and to the arbitrator a brief (not to exceed ten (10) double

spaced pages) containing that party's positions and arguments. Each party may then submit a supplement to its position paper (not to exceed five (5) double spaced pages) following the initial pre-hearing conference to respond to the opposing party's positions and arguments and addressing issues raised at the initial pre-hearing conference. Supplements must be sent to the opposing party and to the arbitrator within ten (10) days after the date of the pre-hearing conference. The arbitrator shall disregard any argument in either of the pre-hearing briefs that exceeds the page limit requirement.

The Private Adjudication Coordinator will provide the arbitrator with a complete schedule of categories of injuries and Scheduled Values (and Maximum Values where applicable in the case of Extraordinary Claims) therefor in the TDP.

G. Initial Pre-Hearing Conference, Scheduling Hearing Date, Optional Video Conference for Arbitration Hearing

1. Within fifteen (15) calendar days of the receipt of both party's briefs, the Private Adjudication Coordinator shall contact the claimant, the arbitrator, and the Asbestos Trust to schedule the initial pre-hearing conference. The pre-hearing conference shall be presided over by the arbitrator and held by telephone conference call.
2. During the initial pre-hearing conference, the arbitrator shall schedule the date and, if applicable, select the location of the arbitration hearing. The arbitration hearing shall be conducted by telephone conference call unless otherwise agreed to by both parties, in which case, the arbitration hearing may be conducted in-person or by video conference. If the arbitration is to take place in person, the hearing shall take place at a location mutually agreed upon by the parties. If both parties agree to proceed by video conference, the Private Adjudication Coordinator will make appropriate arrangements for the Asbestos Trust and the arbitrator to participate. The Asbestos Trust shall pay for its and the arbitrator's cost for use of video conference equipment and facilities, subject to the provisions of Section 5.9(c) of the TDP. The claimant shall be responsible for his/her costs (including participation by claimant's counsel). The arbitration hearing should be scheduled not more than sixty (60) days from the date of the initial pre-hearing conference.
3. During the initial pre-hearing conference, the arbitrator shall seek to achieve agreement between the parties on:
 - a. narrowing the issues (through methods including but not limited to stipulation of facts);
 - b. whether the claimant will participate in the hearing (at the claimant's sole discretion);
 - c. any legal issues;

- d. and any other matters that will expedite the arbitration proceedings.

If appropriate, or if the parties do not agree on these issues, the arbitrator shall issue orders governing the process. Such orders may not conflict with the provisions of the TDP or these ADR procedures.

H. No Discovery with Limited Exceptions

There shall be no discovery except as specifically provided below. The purpose of the arbitration is to resolve differences between the Asbestos Trust and the claimant based only on the documents that have been previously submitted to the Asbestos Trust by the claimant and upon the documents relied upon by the Asbestos Trust to make a settlement offer to the claimant or to disallow the claim. Except, however, if the Asbestos Trust commissions an independent medical examination or a third-party medical review upon which the Asbestos Trust relies in evaluating the claimant's claim, then the claimant may depose the medical professional conducting the review or examination after having a reasonable opportunity to study any report or written opinion generated by the medical professional.

I. No Record of Proceedings Unless Requested by Arbitrator

There will be no record or transcript of the proceedings unless and except the arbitrator requests a transcript to assist him/her in reviewing the evidence or otherwise to aid in the decision-making process. In the event an arbitrator requests a transcript prior to the arbitration, then the Asbestos Trust shall arrange for a court reporter and shall pay all expenses associated with the preparation of the transcript. In no event, however, will the transcript be made available to the parties, nor shall any time required for preparation of the transcript affect the time for the arbitrator to render a decision.

J. Postponement of Hearing

The arbitrator may postpone any hearing upon the request of a party for good cause or upon the arbitrator's own initiative, and shall also grant such postponement when all of the parties agree.

K. Duration of Hearings

The arbitrator shall complete the hearing in one day except for good cause shown. The arbitrator shall set time limits on the respective presentations, and shall enforce those set limits. The parties shall request no more than three hours apiece for presentation of their cases.

L. Procedure at Arbitration Hearing

1. Testimony Under Oath or Affirmation

If the claimant or any other witness testifies, such testimony shall be under oath or affirmation administered by the arbitrator.

2. **Conduct of Hearing**

The arbitration hearing shall be conducted by telephone conference call unless otherwise agreed to by both parties. At the opening of the arbitration hearing, the arbitrator shall make a written record of the time, place (if applicable), date of the hearing, and the names of the parties and counsel participating in the hearing. During the hearing, the arbitrator shall apply the medical and exposure evidentiary requirements that are set forth in Sections 5.2(a)(3) and 5.6 of the TDP. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels I – VII, the arbitrator shall consider the same valuation factors that are set forth in Sections 5.2(b)(2) and 5.6 of the TDP.

3. **Evidence**

- a. **Rules of Evidence:** The arbitrator is not required to apply the rules of evidence used in judicial proceedings, provided, however that the arbitrator shall apply the attorney-client privilege and the work product privilege. The arbitrator shall determine the applicability of any privilege or immunity and the admissibility, relevance, materiality and weight of the evidence offered.
- b. **Evidentiary Standard:** As set forth in Section 5.9(a) of the TDP, preponderance of the evidence shall be the applicable evidentiary standard for all arbitrations under this TDP.
- c. **Admission of Evidence:** The evidence that the arbitrator may consider shall be limited to the following:
 - (i) The documents contained in the claimant's file as of the execution of the Affidavit of Completeness;
 - (ii) Non-binding or binding arbitration election agreement;
 - (iii) Testimony of the claimant. The claimant may offer evidence regarding the nature and extent of compensable damages, including physical injuries, and/or the market share of Plibrico products, if there is a claim of greater than average market share. The claimant may not offer evidence of physical injuries or exposure beyond what was included in the documents contained in the claimant's file as of the execution of the Affidavit of Completeness. The Asbestos Trust may cross-examine on these issues. At the claimant's option, a claimant's deposition, including videotaped

testimony, shall be admissible into evidence in lieu of live testimony;

- (iv) Any additional deposition testimony taken by the Asbestos Trust or the claimant, and provided to both sides, prior to the initiation of ADR;
- (v) Any evidence submitted in connection with a pro bono evaluation;
- (vi) The underlying data that was used to create the applicable valuation methodologies and/or matrices used by the Asbestos Trust in Individual Review, but only if provided to the claimant or his or her counsel at least ten (10) days prior to the arbitration hearing;
- (vii) Evidence presented by the Asbestos Trust, including fact or expert reports, regarding whether the claim has been paid, satisfied, settled, released, waived, or otherwise discharged under the laws of the Claimant's Jurisdiction, but only if provided to the claimant or his or her counsel at least ten (10) days prior to the arbitration hearing; and
- (viii) Arguments of the claimant and the Asbestos Trust. The arguments shall be limited to the evidence contained and the issues raised in the documents or testimony referred to above and shall be limited to ½ hour. The arbitrator shall disregard any effort to introduce further evidence or issues in argument.

M. Arbitration in the Absence of a Party or Representative

The claimant may choose whether or not to participate in the arbitration in his/her sole discretion. The arbitration may proceed in the absence of any party or representative who, after due notice, chooses not to participate, fails to participate or fails to obtain a postponement if he/she desires to participate but cannot. An award shall not be made against a party solely for the failure to appear. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award.

N. Conclusion of Hearing and Submission of Post-Hearing Briefs

When the parties state that they have no further evidence or witnesses to offer, and after the parties have made their closing arguments, if any, the arbitrator shall declare the hearing closed. Post-hearing briefs will be permitted only upon order of the arbitrator and shall be served upon the arbitrator no later than ten (10) days after the hearing is closed. Such briefs shall be no longer than five (5) double spaced pages. The time limit within which the arbitrator is required to make the

award shall commence to run upon the closing of the hearing or the submission of post-hearing briefs whichever is later. The arbitrator shall disregard any argument in the post-hearing briefs that exceeds the page limit requirement.

O. Option to Waive Oral Hearings

The parties may request a waiver of oral hearings. Oral hearings will only be waived if all parties consent.

P. Arbitration Decision

1. The arbitrator shall issue a decision no later than fifteen (15) calendar days after the date of the close of the hearing or submission of post-hearing briefs, whichever is later.
2. The decision shall decide the issue(s) submitted by the parties and state the amount of the award, if any. The decision shall not state reasons for the award.
3. In an arbitration regarding the liquidated value of the claim, an arbitrator shall not be permitted to make punitive, exemplary, trebled or other like damages or attorneys' fees; prejudgment and post-judgment interest and costs shall not be sought or allowed. The award shall dispose of all monetary claims presented to the arbitrator and shall determine fully the only issue to be decided pursuant to the arbitration agreement: the amount, if any, at which the claim value should be fixed. To assist the arbitrator, the Private Adjudication Coordinator will provide the arbitrator with a schedule setting forth the Disease Levels and the Scheduled, Average (where applicable) and Maximum Values associated with each category. Unless the Extraordinary Claims Panel has determined that a claim is entitled to extraordinary treatment during the claims review process, the arbitrator's award shall not exceed the Scheduled Value amount for the appropriate Category in the TDP.

Q. Payment of Award

Pursuant to the terms of the arbitration agreement, the Asbestos Trust will promptly send to the claimant the appropriate release. The Asbestos Trust will then pay the claim based upon the binding or, if accepted by both parties, the non-binding award, in accordance with the TDP provisions in effect at that time, including the applicable payment percentage.

R. Rejection of Non-binding Award

1. A party in a non-binding arbitration proceeding that wishes to reject the award must notify the other party within thirty (30) days from the date a non-binding award is issued. If no rejection is received from the claimant or sent by the Asbestos Trust, then the decision will stand and the award

will be deemed accepted by both parties and the Asbestos Trust will promptly send to the claimant the appropriate release. The Asbestos Trust will then pay the claim in accordance with the TDP in effect at that time.

2. Procedure for Rejected Award

If either the claimant or the Asbestos Trust has sent timely notification of rejection of a non-binding award and the claimant wishes to pursue the claim, then the claimant has the option of electing binding arbitration or pursuing the claim through litigation. The claimant must notify the Asbestos Trust of his or her decision through correspondence postmarked no later than sixty (60) days from the date of the non-binding award.

If the claimant elects binding arbitration, then the claimant must also submit a signed Election Form and Agreement to Submit to Binding Arbitration within sixty (60) days from the date of the non-binding award.

If the claimant wishes to pursue the claim through litigation and notification is received within the sixty (60) day deadline, then the Asbestos Trust will within fifteen (15) days of receipt of this notification send the claimant an authorization to commence litigation.

V. GENERAL ADR PROCEDURES GOVERNING PRO BONO EVALUATION, NON-BINDING ARBITRATION, AND BINDING ARBITRATION

A. ADR Submissions

The claimant's submissions (with the exception of the binding arbitration's written argument) will be reviewed by the Private Adjudication Coordinator before they are submitted to the pro bono evaluator or arbitrator. If they contain materials not previously submitted in support of the claim, then the claims processing facility will review the additional information and determine the effect, if any, it would have on the Asbestos Trust's evaluation of the claim. In appropriate situations, a new offer may be made to the claimant.

If an attorney or other agent represents the claimant, both the attorney and the claimant must also sign the Election and Agreement for Binding Arbitration. The attorney or agent may not sign in place of, or for, the claimant unless the claimant is incapacitated, incompetent or deceased and the attorney or agent has been designated legally to act on the claimant's behalf. Documentation of this legal designation will be required.

B. No Grouping or Bundling of Claims

As a general matter, there shall be no grouping or bundling of claims by separate claimants at any stage of the ADR or arbitrations even if the claims are related and/or the claimants have the same counsel. Each claimant must proceed individually through the ADR and arbitration processes with all claims that

claimant may have or represent. This provision is intended to separate claims of differently exposed persons and has no effect upon multiple claims brought by a claimant's representative, such as heirs of a deceased worker. However, the Asbestos Trust, in its sole discretion, may decide that it would be expeditious to allow the conduct of the ADR or arbitration proceeding with respect to more than one claim of different exposed persons, provided that the pro bono evaluator or arbitrator individually values each such claim in accordance with the valuation factors set forth in Section 5.2(b)(2) of the TDP, and the respective claimants' separate positions in the Asbestos Trust's FIFO Processing and Payment Queues are maintained.

C. No *Ex Parte* Communication

There shall be no *ex parte* communication between the arbitrator and any counsel or party in any matter. All correspondence between the arbitrator and the parties will be facilitated by the Private Adjudication Coordinator.

D. Claims and Defenses

All available claims and defenses which exist in the Claimant's Jurisdiction shall be available to both sides.

E. Costs of ADR

1. ADR Expenses

The Asbestos Trust will pay the arbitrator's fee for non-binding or binding arbitration (in all cases, the arbitrator's fees will be limited to two thousand dollars (\$2,000.00) per claim, depending on the length of the hearing) and the Asbestos Trust will assume costs of meeting and hearing facilities (if applicable) for arbitration. To the extent the arbitrator's award is equal to or less than the amount initially offered to the claimant by the Asbestos Trust, the amount to be paid to the claimant by the Asbestos Trust shall be reduced by the costs incurred by the Asbestos Trust in connection with the arbitration. In all cases, claimants will pay their costs and attorney fees including any expenses incurred should the claimant testify.

2. No Filing Fee

No filing fee is required of the claimant for any ADR selection, unless the Asbestos Trust with the consent of the TAC and the Futures Representative for Future Asbestos-Related Claimants ("***Futures Representative***") decide that it would be in the best interests of the Asbestos Trust and its beneficiaries to adopt such a fee.

F. Waiver of Objection to Rules Infraction

Either party who continues with the pro bono evaluation, non-binding arbitration, or binding arbitration proceeding after knowing that any provision or requirement of the applicable rules has not been complied with, and who fails to state a timely objection in writing to the pro bono evaluator or arbitrator, shall be deemed to have waived the right to object. A timely objection by a claimant must be stated in writing to the Asbestos Trust with instructions to forward the objection to the Private Adjudication Coordinator and to the pro bono evaluator and arbitrator. A timely objection by the Asbestos Trust must be stated in writing to the claimant and to the Private Adjudication Coordinator with instructions to forward to the pro bono evaluator and arbitrator.

G. Serving of Notices and Other Papers

Each party to the arbitration agreements shall be deemed to have consented that any papers, notices, or processes necessary or proper for the initiation or continuation of arbitration proceedings under these rules may be served upon such party as follows:

1. By regular U.S. mail or overnight courier addressed to such party or their attorneys at their last known address;
2. By electronic mail; or,
3. By personal service, within or without the jurisdiction where the pro bono evaluation or arbitration is to be held, whether the party is within or without the United States of America.

H. Time Limits Triggered Upon Receipt

1. Documents sent by U.S. mail under these rules shall be deemed received three (3) business days after the date of postmark. Documents sent via overnight mail shall be deemed received on the next business day after mailing.
2. Documents sent via electronic mail shall be deemed received on the business day that the transmission is received.

I. Exclusion of Liability

Neither the Private Adjudication Coordinator nor the pro bono evaluator nor the arbitrator shall be liable to any party for any act or omission in connection with any evaluation conducted under these rules.

J. Relationship of Rules to Non-binding Arbitration Agreement or Binding Arbitration Agreement

These Rules shall be deemed a part of, and incorporated by reference in, every duly executed ADR agreement or arbitration agreement and shall be binding on all parties.

K. Pro Bono Evaluator/ Arbitrator Immunity

Pro bono evaluators or arbitrators who serve pursuant to these rules shall have the same immunity as judges for their official acts.

L. Jurisdiction

Any dispute under these rules shall be subject to the jurisdiction of the United States District Court for the Northern District of Illinois.

M. Statement of Confidentiality

1. All arbitration proceedings and information relating to the proceeding will be confidential. Neither party shall disclose the information obtained during the proceedings, nor the valuation placed on the case by a pro bono evaluator or arbitrator to anyone or use such information or valuation in any further proceeding except as necessary to maintain the Asbestos Trust's obligation to report to the Bankruptcy Court and to provide ongoing evaluation by the Asbestos Trust, the TAC, and the Futures Representative. Except for documents prepared by a non-party which are introduced as evidence before an arbitrator, any document prepared by another party, attorney or other participant in anticipation of the arbitration is privileged and shall not be disclosed to any court or arbitrator or construed for any purpose as an admission against interest.
2. All arbitration proceedings shall be deemed a settlement conference pursuant to Rule 408 of the Federal Rules of Evidence. Except by agreement of the parties, the parties will not introduce into evidence in any other proceeding the fact that there was an arbitration, the nature or amount of the award, and written submissions may not be used for purposes of showing accord and satisfaction or res judicata. In binding arbitration, the decision of the arbitrator may be admissible in the event the claimant improperly seeks to litigate the claim. The binding arbitration award shall be admissible in support of a motion to enjoin such litigation. No pro bono evaluator or arbitrator will ever be subpoenaed or otherwise required by any party or any third party, to testify or produce records, notes or work product in any future proceedings.

N. Amendments

Except as otherwise ruled by the Bankruptcy Court, these rules, as they may from time to time be amended by the Trustee (with the consent of the TAC and Futures Representative), will be binding on all parties in the form in which they are in force on the date the claimant signs the election agreement.

O. Time Limits

The time limits included in these procedures are to be strictly enforced. Any time limit set forth herein may be extended by agreement of the parties or for cause shown to the neutral party presiding over the particular ADR or arbitration proceeding. Any request for extension, however, shall first be made to the opposing party and then if the parties cannot agree, shall be submitted to the Private Adjudication Coordinator who will request a ruling from the pro bono evaluator or arbitrator as the case may be.

Although the deadlines may be extended by agreement or for cause shown, failure to comply with a deadline without obtaining an extension may result in withdrawal of the claim from ADR. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the Asbestos Trust shall send the claimant written notice of the failure to comply. If the claimant does not take any action on the claim, then thirty (30) days thereafter the claim will be deemed withdrawn from ADR.

ATTACHMENT A

PLIBRICO 524(g) ASBESTOS TRUST
ELECTION FORM FOR PRO BONO EVALUATION

I, _____ (“*Claimant*”), Claim No. _____,
hereby elect and agree to:

Non-binding evaluation of my claim, by an individual selected from a Panel of Pro Bono Evaluators who have volunteered to serve the Plibrico 524(g) Asbestos Trust. I have been provided with a copy of the ADR procedures established by the Plibrico 524(g) Asbestos Trust. I understand and agree to those procedures in the course of this pro bono evaluation.

Unless the box below is initialed, the undersigned waives anonymity of Claimant in connection with the pro bono evaluation of this claim. The Plibrico 524(g) Asbestos Trust encourages leaving this box blank so that medical records can be transmitted in their original form.

☐

Claimant or Claimant’s attorney

Date: _____

Accepted and Consented to:

PLIBRICO 524(g) ASBESTOS TRUST

By: _____

Title: _____

Date: _____

ATTACHMENT B

PLIBRICO 524(g) ASBESTOS TRUST
ELECTION FORM AND AGREEMENT FOR BINDING ARBITRATION

I, _____ (“*Claimant*”), Claim No. _____,
hereby elect and agree to:

Submit all disputes with the Asbestos Trust relating to my claim to Binding Arbitration under the terms set forth for Binding Arbitration procedure established by the Asbestos Trust. I have been provided with a copy of the rules relating to Binding Arbitration established by the Asbestos Trust. I understand and agree to those rules in the course of the Binding Arbitration. I understand that as a result of this agreement if accepted by the Asbestos Trust, I will waive my rights to litigate my claim in Court including the right to trial by jury and I will be bound by the Arbitration award.

Dated: _____

Claimant

Claimant’s Attorney

Claimant and attorney must both sign

Accepted and Consented to:

By accepting this agreement the Asbestos Trust waives its rights to litigate the claimant’s claim in court including the right to trial by jury and agrees to be bound by the Arbitration award.

PLIBRICO 524(G) ASBESTOS TRUST

By: _____

Title: _____

Date: _____

ATTACHMENT C

PLIBRICO 524(g) ASBESTOS TRUST
ELECTION FORM AND AGREEMENT FOR NON-BINDING ARBITRATION

I, _____ (“*Claimant*”), Claim No. _____,
hereby elect and agree to:

Submit all disputes with the Asbestos Trust relating to my claim to Non-binding Arbitration under the terms set forth for Non-binding Arbitration procedure established by the Asbestos Trust. I have been provided with a copy of the rules relating to Non-binding Arbitration established by the Asbestos Trust. I understand and agree to those rules in the course of the Non-binding Arbitration.

Dated: _____

Claimant or Claimant’s Attorney

Accepted and Consented to:

PLIBRICO 524(G) ASBESTOS TRUST

By: _____

Title: _____

Date: _____

ATTACHMENT D

AFFIDAVIT OF COMPLETENESS

STATE OF _____)
 _____) ss:
 COUNTY OF _____)

I, _____, as the person [or legal representative of the person] who has filed a claim against the Plibrico 524(g) Asbestos Trust, being duly sworn, depose and say:

I have furnished all information which I wish to be considered in the valuation of Claim No. _____.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

By: _____
Claimant or Legal Representative of Claimant

Date: _____

Sworn to before me this _____ day of _____, _____.