

## **United Gilsonite Laboratories Asbestos Personal Injury Trust**

### **Procedures for Reviewing and Liquidating Trust Claims**

#### **I. PREAMBLE**

The First Amended United Gilsonite Laboratories Asbestos Personal Injury Trust Distribution Procedures (as may be amended from time to time, the “**TDP**”) direct that the United Gilsonite Laboratories Asbestos Personal Injury Trust (the “**Trust**”), with the consent of the Trust Advisory Committee (“**TAC**”) and the Future Claimants’ Representative (“**FCR**”), “shall adopt procedures for reviewing and liquidating all unliquidated Trust Claims, which shall include deadlines for processing such claims. Such procedures shall also require that claimants seeking resolution of unliquidated Trust Claims must first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1, 6.2, 6.4 and 6.5 [of the TDP].” TDP, Section 5.2. The TDP further directs that the Trust “shall prepare suitable and efficient claims materials (“Claims Materials”) for all Trust Claims,” as well as implementing instructions. TDP, Sections 6.1 and 6.2. As mandated by the TDP, the Trustee of the Trust hereby adopts with the consent of the TAC and the FCR, effective January 5, 2016, these Procedures for Reviewing and Liquidating Trust Claims (the “**Procedures**”). Nothing in these Procedures shall be deemed to create a substantive right for any claimant. In the event of an inconsistency between these Procedures and the TDP, the TDP shall govern.<sup>1</sup>

#### **II. PROCEDURES**

1. These Procedures apply to holders of Trust Claims.
2. The Trust’s website is [www.UGLTrust.com](http://www.UGLTrust.com).

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<sup>1</sup> Unless otherwise defined in these Procedures, capitalized terms shall have the meaning ascribed to them in the Plan or the TDP.

3. The Trust has retained the Claims Processing Facility, Inc. (“**CPF**”), East-West Corporate Center, 1771 West Diehl Road, Suite 220, Naperville, Illinois 60563, as the Trust’s claims facility.

**A. Claims Materials**

4. The Trustee has adopted the following Claims Materials:

(a) Proof of Claim Form for Unliquidated Asbestos Personal Injury Claims, attached as **Exhibit A** to these Procedures.

(b) Instructions for Filing Unliquidated Asbestos Personal Injury Claims with the Trust, attached as **Exhibit B** to these Procedures.

(c) CPF’s eFile Online User Guide, see the Trust’s website.

(d) Electronic Filer Agreement, attached as **Exhibit D** to these Procedures.

(e) Alternative Dispute Resolution Procedures (“ADR Procedures”) will be attached as **Exhibit E** to these Procedures when they are adopted.

(f) United Gilsonite Laboratories Asbestos Personal Injury Trust Release and Indemnity Agreement(s), attached as **Exhibit F** to these Procedures.

(g) Law Firm Registration Form, attached as **Exhibit G** to these Procedures.

(h) Sample forms and notices, attached as **Exhibit H** to these Procedures.

5. The Claims Materials also include the TDP. TDP, Section 6.1. The TDP is available on the Trust’s website.

**B. Commencement (Implementation) of Claims Processing**

6. The Trust began accepting claims on December 17, 2015. The Initial Claims Filing Date is June 17, 2016.

7. Claims may be submitted to the Trust in care of CPF by mail, by fax, by email in Excel format, by email in PDF format, online using CPF’s online claim filing system

known as the eFile Online System or the eFile System, or using web services. Supporting documents may be submitted in paper or in electronic format. See Electronic Access.

8. To be eligible for consideration, a Trust Claim must meet the statutes of limitations and repose provisions of TDP Section 5.1(a)(2).

9. The Trust requires payment of a claim processing fee for each Trust Claim filed with the Trust. See Claims Processing Fee.

10. On December 17, 2015, CPF sent a notice by email, with a copy published on the Trust's website, to all attorneys known to CPF to have historically represented persons holding asbestos-related personal injury claims, informing them that Claims Materials would be available on the Trust's website on December 17, 2015.

11. On December 17, 2015, CPF sent Claims Materials by email to these same claimants' attorneys and published the Claims Materials on the Trust's website with instructions for online submission of claims and for downloading and submitting claims.

### **C. Claims Processing Fee**

12. The Trust requires all claimants to pay a claim processing fee of \$50.00 for each claim filed with the Trust. See TDP Section 2.2. The Trust will not process a claim and no claim will be placed in the FIFO Processing Queue unless and until the claim processing fee has been paid.

13. The claim processing fee must be paid by check made payable to the "United Gilsonite Laboratories Asbestos Personal Injury Trust" mailed to the Trust care of CPF at East-West Corporate Center, 1771 West Diehl Road, Suite 220, Naperville, Illinois 60563.

14. Upon receipt of a claim without the claim processing fee, CPF will place the claim on administrative hold pending receipt of the claim processing fee.

15. If the claim processing fee is not received within 60 days of the Trust's receipt of

the claim, the claim will be rejected and the statute of limitations will not be considered to have been tolled.

16. If the claim processing fee is not received by CPF within 30 days of receipt of the claim, CPF will notify the claimant or claimant's counsel by email or mail that the claim processing fee has not been paid and provide the deadline by which the claims processing fee must be received before the claim will be rejected. If the claim processing fee remains unpaid and has not been received within 50 days of receipt of the claim, CPF will send a second notice to the claimant or claimant's counsel by email or mail.

17. When the claim processing fee is received, the administrative hold on the claim is released. The claim is then eligible to be placed in the FIFO Processing Queue when it is "sufficiently complete to be reviewed." See Intake; Initial Processing.

18. If the claim is allowed, the claim processing fee will be refunded in full at the time of payment of the claim.

#### **D. Claims Processing Deadlines**

19. After the Initial Claims Filing Date, the Trust will reject a claim, provide a notice of deficiency, or submit an offer to the claimant within the following deadlines:

For Expedited Review, 90 days from the entry of the claim in the FIFO Processing Queue.

For Individual Review, 120 days from the entry of the claim in the FIFO Processing Queue.

For review of an Extraordinary Claim, 120 days from the entry of the claim in the FIFO Processing Queue.

For review of an Exigent Claim, 15 days from the entry of the claim in the FIFO Processing Queue.

20. In the event the Trust receives a large volume of claims, it may elect to extend these deadlines.

**E. Electronic Access**

21. These Procedures together with the Claims Materials shall be accessible electronically at the Trust's website: [www.UGLTrust.com](http://www.UGLTrust.com).

22. A law firm may request that CPF provide access to its online filing system by executing the Electronic Filer Agreement attached as **Exhibit D** to these Procedures. The executed agreement may be returned to CPF by fax, email or mail.

23. Within five business days of receipt of the Electronic Filer Agreement, CPF will provide the law firm with one or more user names and passwords to the electronic filing system, and instructions for submitting claims to the Trust electronically.

24. Once a law firm has been granted access to the electronic filing system, the law firm may file claims electronically without a prior request to the Trust or CPF.

25. Complete instructions for using the electronic filing system are available for viewing, downloading and printing from the Trust's website at [www.UGLTrust.com](http://www.UGLTrust.com). For claims filed electronically, the law firm's obligation to maintain paper or electronic copies of any document relied upon in connection with the claim is provided for in the Electronic Filer Agreement.

26. The Trust strongly recommends that law firms use the online filing system.

27. For law firms using the online filing system, CPF provides real time access to reports that allow a law firm user to generate status updates for the law firm's claims.

28. The reports identify each claim, the status of each claim, any deficiencies, any applicable deadlines for submitting information and a designation of a settlement offer or a claim rejection, as applicable.

29. Alternatively, claim forms may be printed from the Trust’s website. The claim form may be completed in paper format and mailed, faxed or emailed to the Trust care of CPF. A claimant not represented by an attorney may request a claim form from CPF by mail.

30. From time to time, the Trust will post information concerning the claims process on its website.

**F. Law Firm Registration**

31. All law firms must register with the Trust before submitting claims. To register, the law firm must complete the Law Firm Registration Form attached to these Procedures as **Exhibit G**. Registration enables the Trust to confirm tax identification numbers prior to making disbursements, as required by the Internal Revenue Service.

**G. CPF Personnel**

Position	Name	Telephone	Fax	Email
President	Melanie Impastato	(630) 281-6522	(630) 281-6800	<a href="mailto:melanie.impastato@cpf-inc.com">melanie.impastato@cpf-inc.com</a>
Director of Operations	Teena Mandele	(630) 281-6501	(630) 281-6800	<a href="mailto:teena.mandele@cpf-inc.com">teena.mandele@cpf-inc.com</a>
Claims Manager	John Schroeder	(630) 281-6549	(630) 281-6800	<a href="mailto:john.schroeder@cpf-inc.com">john.schroeder@cpf-inc.com</a>
Software/ Database Manager	Nevin Govan	(630) 281-6517	(630) 281-6800	<a href="mailto:nevin.govan@cpf-inc.com">nevin.govan@cpf-inc.com</a>

32. Questions regarding the claims process may be submitted to CPF online through the eFile Online System, via email at [ehelp@cpf-inc.com](mailto:ehelp@cpf-inc.com), or by calling CPF’s eFile help desk at (888) 273-3345. Contact information for CPF personnel handling claims processing for the Trust is provided above.

## **H. Database**

33. CPF maintains an electronic database for the Trust, which includes data provided by United Gilsonite Laboratories (“UGL”), as well as data generated by the Trust since inception of the Trust.

34. CPF maintains the Trust’s database including appropriate claim fields as provided in the claim form. As information is received, CPF enters the information in its computer-based information management and processing system. CPF updates information in the computer-based system as additional material is received.

35. If requested by a claimant’s law firm, CPF will provide the law firm with data on the law firm’s history regarding claims against UGL and the Trust to enable the law firm to reconcile its records with records in the Trust’s data system. Provided the law firm enters into the Electronic Filer Agreement, the law firm may access information online.

## **I. Intake**

36. The CPF electronic filing system dates and logs claims as electronically received by the Trust.

37. Claims received by the Trust in hard copy are dated and logged as received and are scanned and entered into the electronic filing system for further processing.

38. The CPF electronic filing system automatically reviews the claim submission as received.

39. Once the claim processing fee is received for the claim, if the claim is deemed “sufficiently complete to be reviewed” by the electronic reviewing system, the claim will automatically be dated and entered in the FIFO Processing Queue.

40. A claim is deemed “sufficiently complete to be reviewed” when the required information and supporting documentation described in the Instructions for Filing Unliquidated

Asbestos Personal Injury Claims, attached as **Exhibit B** to these Procedures, has been submitted.

41. If the claim form is not “sufficiently complete to be reviewed,” CPF provides notice to the claimant as described under Initial Processing.

42. A claim for which the claim processing fee has been received by the Trust will be placed in the FIFO Processing Queue on the date the claim is “sufficiently complete to be reviewed.”

43. CPF maintains the FIFO Processing Queue in electronic format. The CPF eFile Online System will display an individual claim’s current position in the FIFO Processing Queue and the approximate length of time until review.

#### **J. Establishment of Claim File**

##### **Online Filing**

44. Claims may be submitted using the online claim form. CPF’s eFile Online User Guide describes the process for establishment of a claim file. CPF’s eFile Online User Guide is available on the Trust’s website at [www.UGLTrust.com](http://www.UGLTrust.com).

##### **Paper or PDF Filing**

45. Upon receipt of a claim form in paper or PDF format:

(a) CPF date stamps the original cover letter and attachments or notes the date of the email cover letter.

(b) CPF uploads an electronic version of the claim form and supporting documents to the electronic filing system. A claims analyst then enters the information from the claim form into the Trust’s electronic database. The claim file is thereby established. All information and documentation related to the claim will be maintained electronically within the electronic system and is accessible to CPF personnel and to the filing law firm, if the law firm has access to the electronic filing system. All paper claim forms will be securely destroyed after being converted to

electronic form in accordance with the Trust's document retention policy.

(c) CPF provides status reports online which can be run at any time by law firm personnel with access to the electronic filing system. CPF also distributes notices of all offers and deficiencies by email, with copies of all releases (in the case of offers) and/or deficiency reports posted online for downloading by law firm personnel if the law firm has elected to receive paperless notifications.

### **Excel Format Filing**

46. Claims may also be submitted in Excel format, either by direct upload to the electronic filing system, or by email using the available Excel template that is pre-populated with law firm and Trust specific parameters. This template can be found online at <https://efile.cpf-inc.com/batches>.

47. Upon receipt of a multiple claims submission in electronic format:

(a) The electronic filing system imports data that passes the automated validations into the Trust's electronic claim system and individual claim numbers are assigned. An individual claim file is thereby established for each record in the Excel file. Law firm users will be alerted to any records which fail to be imported due to missing data or invalid formats.

(b) If claimants' counsel also submitted medical documentation by uploading PDF or TIFF files, or by submitting an electronic disc or hard copy, CPF links the documentation to each claim and updates the medical diagnosis on each of the files when the claim is reached in the FIFO Processing Queue. All hard copy documents will be securely destroyed after being converted to electronic form.

### **Web Services Method**

48. CPF supports claim filing using web services – a data exchange method which allows a law firm's computer system to directly interact with the Trust database via the internet.

49. To use web services, a law firm must program a secure system interface between the law firm's in-house computer system and CPF's computer system according to pre-defined system interfaces known as "methods."

50. Law firms can use web services to: file claims, update claims, upload documents, respond to deficiencies, and retrieve claims data.

51. To assist law firms in programming their systems for such interactions, CPF provides detailed specifications and sample code for each method.

52. Specifications and sample code can be found online at <https://efile.cpf-inc.com/help/api/getting-started.html>.

#### **K. Initial Processing**

53. As described under Intake, the electronic system automatically determines if a claim is "sufficiently complete to be reviewed." All claims identified as "sufficiently complete to be reviewed" for which the claim processing fee has been received are dated and placed in the FIFO Processing Queue as of that date.

54. If any required information or supporting documentation is missing or not in an acceptable format, the status of the claim is designated as "Incomplete."

55. Claimant's counsel, or the claimant if filing without counsel, is notified by CPF online and/or by email or mail of the outstanding documents and/or deficiencies.

56. The claim will be considered "Incomplete" and will not be placed in the FIFO Processing Queue until the required information or documentation has been submitted.

57. The Trust will take no further action on the claim until the required information or documentation is provided. Unless the claimant requests that the Incomplete claim be deferred, if the claimant fails to submit the required information or documentation in response to the deficiency notice within 180 days of the notice, the Trust will deem the claim to be withdrawn

pursuant to TDP Section 6.3.

58. Upon submission of a claim, CPF will begin processing the claim as follows: CPF electronically compares the claimant's name, date of birth, and Social Security Number with the Trust's database to determine (i) if the claimant has received a payment from UGL or the Trust or (ii) if the claim had been otherwise settled with execution of a release or resolved by UGL or the Trust. If the review reflects a payment from or on behalf of UGL or the Trust or a settlement with an executed release or other resolution by UGL or the Trust, CPF requests further information or comments from the claimant before proceeding. CPF either continues reviewing the claim or rejects the claim depending on the information received.

59. If the claimant states on the claim form that the claimant has received a prior payment from UGL or the Trust, CPF reviews the release previously executed by the claimant to determine if the claim is payable by the Trust. If a release has not been provided and the Trust does not otherwise have the release, CPF contacts counsel identified on the claim form to obtain a copy of the release.

60. Following this review, CPF provides notice to the claimant and an opportunity to present further or clarifying information before rejecting a claim.

61. The CPF electronic system automatically creates a log entry each time activity is generated on a claim.

62. CPF maintains both an automated and supplemental manual Quality Control Program that is implemented prior to any claim being processed for liquidation and payment. The Quality Control Program assures that no duplicate claims are processed and that claims meet all applicable medical and exposure criteria before payment.

63. If the claimant has not submitted the requisite or applicable medical or exposure evidence, CPF provides a deficiency notice to the claimant.

64. Unless the claimant requests that the claim be deferred, if the claimant fails to submit the required information or documentation in response to the deficiency notice within 180 days of the notice, the Trust will deem the claim to be withdrawn pursuant to TDP Section 6.3.

65. On behalf of the Trust, CPF may request additional medical evidence, including further diagnosis, analysis or explanation of previously submitted medical evidence, in accordance with the TDP.

66. Under TDP Section 5.5(a)(1)(B), an asbestos-related malignancy ordinarily must be established by evidence of a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission. In order to approve a claim for an asbestos-related malignancy under TDP Section 5.5(a)(1)(B)(i) without a diagnosis by a board-certified pathologist or a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission, the Trust requires a representation that no such diagnosis or report exists or a valid reason why such a diagnosis or report is not otherwise available.

**L. Expedited Review**

67. For Expedited Review, CPF reviews the claim for required information and establishes the status of the claim. CPF performs the review by electronic or manual means, using an analytical process adopted by the Trustee that incorporates the requirements of the TDP. If all requirements have been established, CPF assigns the Scheduled Value for the claim based on the TDP. If all the requirements have not been established and/or further information is needed, CPF issues a notice to the claimant with a deadline of 180 days for submission of the information. Unless the claimant has requested Individual Review or requested that the claim be deferred, if the claimant fails to submit the required information or documentation in response to

the deficiency notice within 180 days of the notice, the Trust will deem the claim to be withdrawn pursuant to TDP Section 6.3.

68. CPF electronically generates a release when an offer is made.

69. The release will be posted online for download by authorized law firm users.

70. Law firms that are not registered users of CPF's online system and claimants not represented by counsel will receive hard copy releases via mail.

71. To accept the offer, the claimant must submit an executed release to the Trust.

72. The claim will be placed in the FIFO Payment Queue as of the date of receipt by the Trust of a fully executed release.

73. If the claimant informs the Trust through CPF that the claimant does not accept the Trust's decision, the claimant may request Individual Review.

#### **M. Individual Review**

74. CPF, on behalf of the Trust, may make an offer to the claimant.

75. The Trustee will establish the parameters for offers by consultation with CPF and by his responses to CPF's recommendations.

76. CPF communicates the settlement offer to the claimant by the CPF online program or by mail.

77. CPF electronically generates a release when an offer is made.

78. The release will be posted online for download by authorized law firm users.

79. Law firms that are not registered users of CPF's online system and claimants not represented by counsel will receive hard copy releases via mail.

80. To accept the offer, the claimant must submit an executed release to the Trust.

81. If the claimant believes that the offer undervalues the claim, the claimant may provide the Trust with an explanation of the reasons for this belief. The claimant may also

provide further information to support a higher value.

82. The claimant should provide the Trust with all information, documents, physical and demonstrative evidence, and sworn statements of the claimant and any other person to support the claimant's valuation of the claim.

83. CPF may respond with a revised offer and/or explanation of the reasons for the Trust's offer.

84. CPF and the claimant shall use their best efforts to complete this process within 30 days after CPF has made an offer to the claimant.

85. If this process does not result in an agreement, CPF, after consultation with the Trustee, will provide the claimant with (i) a written explanation of the Trust's application of the TDP factors to the claim and (ii) a final offer. CPF will provide the claimant with an opportunity to respond to the written explanation and final offer. The written explanation with the final offer is included in the claim file.

86. The claimant may provide a written response to the Trust's written explanation, describing the claimant's application of the TDP factors to the claim.

87. If the claimant does not accept the Trust's final offer, the claimant shall inform the Trust in writing of the claimant's rejection of the Trust's final offer and shall state the claimant's final demand.

88. If the Individual Review process results in a settlement, the claim will be liquidated in the amount of the settlement. The claim will be placed in the FIFO Payment Queue as of the date of receipt by the Trust of a fully executed release.

89. Absent a settlement, CPF, on behalf of the Trust, provides the claimant with a Notice of Completion of Individual Review, using the form under **Exhibit H** to the Procedures. In the case of the rejection of a final offer by the claimant, the Notice of Completion of

Individual Review states the Trust's final offer and the claimant's final demand.

90. If the claimant elects to proceed with the ADR Procedures established by the Trust after the Trust issues the Notice of Completion of Individual Review, the claimant must file with the Trust a notice demanding arbitration no later than 30 days after service of the Notice of Completion of Individual Review.

**N. Foreign Claims**

91. Procedures for Foreign Claims, if any, will be published on the Trust's website when adopted.

**O. Extraordinary Claims**

92. If the claimant submits a claim as an Extraordinary Claim but does not establish one of the alternative conditions of TDP Section 5.3(a), CPF will notify the claimant by email of the deficiency.

93. If the deficiency is not cured within 180 days of the date of the notice, CPF will reject the claim as an Extraordinary Claim, but will continue to process the claim under Individual Review.

94. If the deficient condition(s) is remedied, CPF will complete the Individual Review process of the claim as an Extraordinary Claim.

95. Following review of a claim that qualifies as an Extraordinary Claim, CPF may recommend that the Trustee authorize CPF to make an offer of settlement to the claimant. If the Trustee accepts the recommendation, CPF will extend the offer to the claimant.

96. The Trustee, with the consent of the TAC and FCR, will establish an Extraordinary Claims Panel when needed.

**P. Exigent Claims**

97. With respect to Exigent Claims, the Trust will, within 15 days from the submission

to the Trust of a claim form that is sufficiently complete to be reviewed, either (i) reject the claim or send a deficiency notice, (ii) submit an offer to the claimant or (iii) inform the claimant of its determination that the claim does not qualify as an Exigent Claim and offer the claimant the opportunity to provide further information.

98. The claimant may provide an explanation and documentation in support of the Exigent Claim.

99. If sufficient documentation to establish the criteria for an Exigent Claim is not submitted to the Trust, CPF notifies the claimant by email of the outstanding documentation and/or deficiencies. If the deficiency is not cured within 180 days of the notice, the claim will not be processed as an Exigent Claim. CPF notifies the claimant of this decision using the form of notice under **Exhibit H** of these Procedures, and CPF returns the claim to the FIFO Processing Queue, to be placed in the FIFO Processing Queue in the place the claim would have occupied had it not been filed as an Exigent Claim. The claim will be processed under either Expedited Review or Individual Review, at the claimant's option.

100. If CPF determines that the claim meets the applicable criteria for an Exigent Claim, CPF continues to process the claim as an Exigent Claim under Individual Review.

**Q. Arbitration**

101. The ADR Procedures, once adopted, will be attached as **Exhibit E** to these Procedures.

**R. Payment of Liquidated Claims**

102. Based on the FIFO Payment Queue, CPF adds liquidated claims to a schedule of Category A Claims and a schedule of Category B Claims, as the case may be, to be paid at the end of each month or as soon thereafter as practicable.

103. CPF aggregates the amount of the liquidated claims by law firm.

104. Generally, claims are paid once a month.

105. On or as close to the third Thursday of each month as possible, CPF emails to the Trustee a payment request, which consists of (1) a cover letter outlining the total number of Category A Claims and Category B Claims and the aggregate amount of such claims to be paid based on the FIFO Payment Queue, (2) a report listing jurisdiction, attorney, number of claims to be paid by attorney and total amount of the claims to be paid by attorney based on the FIFO Payment Queue, (3) a report listing the individual claims, disease, settlement amount and type of review, (4) a report aggregating the amount of liquidated claims by law firm, and (5) the Maximum Annual Payment/Claims Payment Ratio report.

106. Unless the Trustee disagrees on the authorization, the claims will be authorized for payment the following week, and normally paid within 7 days or as soon thereafter as practicable or as may be directed by the Trustee.

107. If the Trustee disagrees on the authorization, the Trustee and CPF shall seek to resolve such disagreement as soon as possible, and payment will be made as soon as possible thereafter.

108. The Trustee's authorization of the payment of claims may be reported in the minutes of the meeting or by email or other writings maintained in the records of the Trust.

109. If the Trustee authorizes payment, the Trustee will direct CPF in writing to make the payment.

110. CPF processes the payment of claims on behalf of the Trust. CPF will either process checks made payable to the law firms or process electronic transfers to the law firms. If by check, CPF mails to each law firm a cover letter and check and separately provides, by mail or email, a list of claims paid. For electronic transfers, the law firm must inform CPF that it elects to have its claims paid by electronic transfer and provide electronic transfer instructions,

and must reimburse the Trust for any electronic transfer or wire fees.

111. Unless instructed otherwise, CPF considers any electronic transfer authorization as a standing electronic transfer instruction.

112. For claims paid by check, funds held in the Trust's bank account pending check clearance may exceed FDIC insurance.

113. In the case of a claimant not represented by counsel, CPF sends a check with a cover letter directly to the claimant.

114. No claim will be paid until CPF receives an executed release in the form attached to these Procedures as **Exhibit F**.

115. If a release has not been submitted to the Trust within 90 days of a settlement offer being made under Expedited Review, a settlement offer being accepted under Individual Review or a settlement notice being issued under the ADR Procedures, CPF prepares and sends a reminder by email or mail to the claimant or to the law firm.

116. Except for Trust Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Trust's offer is required, or a Trust Claim for which deferral status has been granted, if a release is not submitted within 90 days of that notice, the claim will be deemed withdrawn, pursuant to TDP Section 6.3. Annually, CPF emails or mails to claimants' counsel a schedule of liquidated claims for which releases have not been received by CPF.

117. Law firms with access to the CPF online system may, at any time, check the status of the claim file, including whether releases have been received by the Trust.

118. If a claimant's attorney contends that a different form of release or additional or supplemental provisions would be appropriate under applicable state or other law, the attorney may submit that form of release or additional or supplemental provisions for consideration by the

Trustee. The Trustee will consult with Trust counsel, who will review the request. If the Trustee agrees, the Trustee will request TAC and FCR consent pursuant to the consent process established by the Trust Agreement. If the TAC and the FCR consent, the alternative form of release may be used in lieu of or as a supplement to Exhibit F.

119. The law firm is responsible for obtaining the claimant's signature on the release and delivering the release to CPF except in the case of a claimant not represented by counsel.

120. The original, signed release may be mailed to CPF. Alternatively, if the law firm has entered into the Electronic Filer Agreement, an image of the original, signed release may be uploaded to CPF through the CPF online system, or the release may be scanned and emailed to CPF or faxed to CPF. A hard copy of the original, signed release is not required to be provided to CPF as a precondition to payment.

121. CPF monitors running totals as claims are paid, reporting the total amount paid to date during the year, broken down by the Claims Payment Ratio. CPF reports this information to the Trustee with each payment request.

122. CPF will not issue payments for the subject payment period until authorized by the Trustee in writing.

123. CPF will publish notice on the Trust's website if the Maximum Annual Payment is reached for Category A Claims or Category B Claims, as applicable, with claims remaining in the FIFO Payment Queue.

124. The Trust has not adopted a reduced payment option.

#### **S. Indirect Trust Claims**

125. Procedures for Indirect Trust Claims, if any, will be published on the Trust's website when adopted.

## **T. Medicare Reporting**

126. The Trust will determine whether a Trust Claim that is determined to be compensable by the Trust under the TDP is reportable pursuant to Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L.110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued or amendments or amendatory statutes passed in connection therewith (“MMSEA”).

127. If the Trust determines that a Trust Claim is reportable under the MMSEA, the Trust, by and through its Medicare reporting agent, will report the Trust Claim to the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services (“CMS”) on behalf of any responsible reporting entity (“RRE”) (as that term is defined in the MMSEA) that registers for the Trust to report on its behalf and for which the Trust has an obligation to report.

128. Prior to the Trust reporting any Trust Claim to CMS, the Trust will use its best efforts to provide counsel for the claimant with a courtesy notice identifying the Trust Claim to be reported. Based upon the compensable Disease Levels set forth in the TDP, the Trust anticipates using the ICD-9 Codes listed on **Exhibit C** hereto, as applicable, for claims reported to CMS.

## **III. CLAIMANTS’ INFORMATION**

129. Any person who requests information pursuant to TDP Section 6.6 shall pay a non-refundable expense reimbursement charge established by the Trustee.

130. Absent pre-payment of the expense reimbursement charge, the Trust will promptly return the request to the issuer advising that the request will not be processed by the Trust without pre-payment of the expense reimbursement charge.

131. CPF is not authorized to accept service of a subpoena on behalf of the Trust.

132. The Trust's counsel is not authorized to accept service of a subpoena on behalf of the Trust.

133. In the event that the Trust receives a subpoena to produce claimant information that has not been served in compliance with applicable law, the Trust will inform the serving party that it will not respond to the subpoena, but instead will seek appropriate relief, if necessary.

134. In the event that the Trust is served with a subpoena in compliance with applicable law, the Trust will provide the relevant claimant's counsel or claimant, if not represented by counsel, with a copy of the subpoena promptly upon being served. The Trustee will consult with the claimant's attorney, if the claimant is represented by counsel, or with the TAC, if the claimant is not represented by counsel, before filing a motion to quash the subpoena.

135. In the event the Trust receives a request for information purporting to be with the permission of the claimant, the Trust will only consider the request if it is an original document addressed to the Trust, with the original signature of the claimant or the claimant's counsel, if represented by counsel, and with proof of service of the request on claimant's counsel. The Trust will not respond to a request for information that fails to meet these requirements.

#### **IV. AMENDMENTS/MODIFICATIONS**

136. These Procedures may be modified or amended from time to time, by the Trustee with the consent of the TAC and the FCR.

137. Implementation of these Procedures shall be vested in the discretion of the Trustee.

**Exhibit A**

Proof of Claim Form for  
Unliquidated Asbestos Personal Injury Claims

# United Gilsonite Laboratories Asbestos Personal Injury Trust

– Claim Form for Unliquidated Asbestos Personal Injury Claims –

## General Instructions for filing this Claim Form:

This Claim Form should be completed only by holders of Unliquidated Asbestos Personal Injury Claims seeking to liquidate their claim under the United Gilsonite Laboratories Asbestos Personal Injury Trust's (the "Trust") Expedited Review or Individual Review processes as set forth in Section 5.2(a) or (b) of the United Gilsonite Laboratories Asbestos Personal Injury Trust Distribution Procedures (as may be amended from time to time, the "TDP").<sup>1</sup> As used herein, "UGL" or "Debtor" shall mean and refer to United Gilsonite Laboratories.

This claim form must be completed as thoroughly as possible to ensure prompt resolution of claims; *submitting an incomplete form may result in delays in processing and/or the Trust not being able to assign the claim a position in the first-in-first-out (FIFO) processing queue.* Please type or print neatly within the spaces provided. If additional space is required to provide all relevant information, please attach additional copies of the relevant section of this form.

### Check the box next to the review election which best suits the injured party's situation:

Expedited   
  Individual   
  Extraordinary   
  Secondary Exposure   
  Foreign

If requesting exigent treatment, check here:       
  Exigent Health       
  Exigent Hardship

Law Firm's matter number for this claim: \_\_\_\_\_

Section 1: Injured Party Information					
Last Name		First Name		Middle Name	Suffix
Social Security Number	Date of Birth (mm/dd/yyyy)	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Death (mm/dd/yyyy) (if applicable)	Was death asbestos related? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (if not represented by counsel)					
City	State	Zip	Daytime Telephone		

Section 2: Law Firm / Attorney Information			
--	--	--	--

*If represented by counsel, please provide the following information.*

Law Firm Name			Filer ID
Mailing Address			
City	State	Zip Code	
Attorney Last Name	Attorney First Name	Attorney Middle Name	Attorney Suffix
Direct Telephone	Facsimile	E-mail Address	

<sup>1</sup> Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the TDP.

### Section 3: Asbestos Related Injury

Check the box next to the highest disease level the injured party is claiming.

Disease Level	
<input type="checkbox"/> Other Asbestos Disease (Level I)	<input type="checkbox"/> Asbestosis/Pleural Disease (Level II) <input type="checkbox"/> Asbestosis/Pleural Disease (Level III)
<input type="checkbox"/> Severe Asbestosis (Level IV)	<input type="checkbox"/> Other Cancer (Level V) <input type="checkbox"/> Lung Cancer 2 (Level VI)
<input type="checkbox"/> Lung Cancer 1 (Level VII)	<input type="checkbox"/> Mesothelioma (Level VIII)
Diagnosis Date (mm/dd/yyyy)	If Other Cancer (Level V), please specify malignancy

### Section 4: Smoking History (required only for Individual Review Claims for Lung Cancer 1 (Level VII) and Lung Cancer 2 (Level VI))

In the chart below, indicate each period during which the injured party smoked tobacco products and the average number of said products smoked per day.

<input type="checkbox"/> Cigarettes <input type="checkbox"/> Cigars <input type="checkbox"/> Pipes	Start Date (mm/dd/yyyy)	Quit Date (mm/dd/yyyy)	Packs/Cigars/Pipes Per Day
<input type="checkbox"/> Cigarettes <input type="checkbox"/> Cigars <input type="checkbox"/> Pipes	Start Date (mm/dd/yyyy)	Quit Date (mm/dd/yyyy)	Packs/Cigars/Pipes Per Day
<input type="checkbox"/> Cigarettes <input type="checkbox"/> Cigars <input type="checkbox"/> Pipes	Start Date (mm/dd/yyyy)	Quit Date (mm/dd/yyyy)	Packs/Cigars/Pipes Per Day

### Section 5: Personal Representative (if applicable)

Last Name	First Name	Middle Name	Suffix
Social Security Number (optional)	Capacity of Personal Representative (i.e. Administrator, Executor, Guardian, etc.)		
Mailing Address			
City	State	Zip	Daytime Telephone

## Section 6: Asbestos Litigation and Claims History

### Part 1:

*If an asbestos-related lawsuit has ever been filed on behalf of the injured party, please provide the following information.*

Filing Date (mm/dd/yyyy)	State	Court	Docket Number
UGL named as defendant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Has the injured party ever received settlement monies related to this lawsuit from UGL or its insurers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If "yes", amount: \$ _____	

### Part 2:

*Provide the following information regarding the Claimant's Jurisdiction; prior settlements and tolling agreements.*

Has the injured party or the injured party's representative, on behalf of the injured party, executed a release releasing UGL? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please attach a copy of the release.
Jurisdiction Selection  If no lawsuit has ever been filed against UGL on behalf of the injured party, indicate the state elected as the Claimant's Jurisdiction: _____
Jurisdiction elected is (please check one of the following): <input type="checkbox"/> The state in which the injured party resided at the time of diagnosis. <input type="checkbox"/> The state in which the injured party resides when this claim is filed with the Trust. <input type="checkbox"/> A state in which the injured party experienced exposure to an asbestos-containing product or to conduct for which UGL has legal responsibility. <input type="checkbox"/> Pennsylvania, because all jurisdictions which could otherwise be elected describe the claim as one for "exemplary" or "punitive" damages.
Has a claim on behalf of the injured party ever been submitted to UGL pursuant to an administrative settlement agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide the date of such submission (mm/dd/yyyy): _____
Was the injured party or claimant a party to a tolling agreement with UGL? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide the beginning and end dates, if any, of the tolling and attach documentation of the agreement.  Beginning Date (mm/dd/yyyy): _____      Ending Date: (mm/dd/yyyy): _____

## Section 7: Exposure to Asbestos Products

Provide the information requested in Part 1 and Part 2 below, as applicable. Part 3 must be completed. Part 4 must be completed if you are filing an Extraordinary Claim and Part 5 must be completed if you are filing a Foreign Claim.

### Part 1: Do-it-Yourself Exposure to Asbestos Products

Provide information below for each location at which the injured party alleges exposure through a Do-it-Yourself project (a) to an asbestos-containing product sold, distributed, marketed, handled, processed, or manufactured by UGL or for which it otherwise has legal responsibility or (b) to conduct for which UGL has legal responsibility that exposed the claimant to an asbestos-containing product. List each project separately. Attach additional copies of this page if more space is required.

Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)	Location of Do-it-Yourself project: City	State	Country
Describe Do-it-Yourself Project.				
Location where Do-it-Yourself product was purchased: City		State	Country	
Names of all asbestos-containing products or materials to which injured party was exposed during the Do-it-Yourself project and for which injured party alleges UGL is legally responsible.				
If this is a claim for secondary exposure, please enter the name of the person performing the Do-it-Yourself project and complete Section 8: Name: _____				

### Part 2: Occupational Exposure to Asbestos Products

Provide information below for each location at which the injured party alleges exposure (a) to an asbestos-containing product sold, distributed, marketed, handled, processed, or manufactured by UGL or for which it otherwise has legal responsibility or (b) to conduct for which UGL has legal responsibility that exposed the claimant to an asbestos-containing product. If the duration of the injured party's Debtor Exposure is not sufficient to meet the other exposure criteria (Significant Occupational Exposure or cumulative occupational exposure as required for the Disease Level in question), please provide information regarding other asbestos exposure to satisfy the applicable exposure criteria. List each site, industry, and occupation combination separately. Provide the complete name and location of each individual site. Attach additional copies of this page if more space is required.

Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)	Occupation		
Site of Exposure (plant or site name)		City	State	Country
Industry in which exposure occurred				
Names of all asbestos-containing products or materials to which injured party was exposed and for which injured party alleges UGL is legally responsible.				

Description of Significant Occupation Exposure at this jobsite (check all that apply)

- Injured party handled raw asbestos fibers on a regular basis
- Injured party fabricated asbestos-containing products such that the injured party in the fabrication process was exposed on a regular basis to raw asbestos fibers
- Injured party altered, repaired, or otherwise worked with an asbestos-containing product such that the injured party was exposed on a regular basis to asbestos fibers.
- Injured party was employed in an industry and occupation such that the injured party worked on a regular basis in close proximity to workers engaged in one or more of the above three activities.

If this is a claim for secondary exposure, please enter the name of the occupationally exposed person and complete Section 8:

Name: \_\_\_\_\_

**Part 3: Medicare Reporting**

For Medicare reporting purposes, provide the end date of the injured party's exposure to asbestos-containing products and/or conduct for which the injured party alleges UGL has legal responsibility (mm/dd/yyyy): \_\_\_\_\_

**Part 4:**

If the injured party is filing as an Extraordinary Claim, provide a clear and concise declaration as to how the claim satisfies Section 5.3(a) of the TDP:

**Part 5:**

Does the claimant allege that the injured party's exposure to an asbestos-containing product or conduct for which UGL has legal responsibility occurred outside of the United States and its Territories and Possessions and outside the Provinces and Territories of Canada?

\_\_\_ Yes     \_\_\_ No

If the response to the previous question was yes, provide the following information about the foreign jurisdiction(s) in which the exposure allegedly occurred (attach additional copies as necessary):

Name of the Country: \_\_\_\_\_

Name of the County, Province, and/or City: \_\_\_\_\_

Describe how the alleged exposure occurred within the foreign jurisdiction: \_\_\_\_\_

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

The Trust may require additional information regarding your Foreign Claim and shall take into account all relevant procedural substantive legal rules to which the claim would be subject in the Claimant's Jurisdiction, as defined in Section 5.2(b)(2) of the TDP.

**Section 8: Secondary Exposure (if applicable)**

*If the injured party's asbestos exposure was solely due to exposure to an occupationally exposed person (OEP), or Do-it-Yourself person (DIYP), complete Section 7 Parts 1 and 2, as applicable, with the exposure information for the OEP and/or DIYP and provide the information below. Attach additional copies of this page if necessary.*

Date Exposure to OEP or DIYP Began (mm/dd/yyyy)	Date Exposure to OEP or DIYP Ended (mm/dd/yyyy)	Relationship to OEP or DIYP
Description of how injured party was exposed through the OEP or DIYP to asbestos-containing products sold, distributed, marketed, handled, processed, or manufactured by UGL, or to conduct for which UGL has legal responsibility that exposed the claimant to asbestos-containing products.		

**Section 9: Employment / Earnings Information (required only for claims for lost wages or Exigent Hardship Claims based on lost wages)**

*If economic losses are being claimed, please enclose an economic loss report, IRS Form W-2, the first page of IRS Form 1040, or other relevant supporting documentation.*

Current Employment Status (check all that apply) <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Retired <input type="checkbox"/> Partially Disabled <input type="checkbox"/> Fully Disabled <input type="checkbox"/> N/A (deceased)		Amount of last annual wages	Date of last wages received (mm/dd/yyyy)
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**Section 10: Dependents (not required for Expedited Review)**

List injured party's spouse and/or any other dependents.

**Dependent 1**

Last Name	First Name	Middle Name	Suffix
Relationship to injured party		Date of Birth (mm/dd/yyyy)	Financially Dependent? <input type="checkbox"/> Yes <input type="checkbox"/> No

**Dependent 2**

Last Name	First Name	Middle Name	Suffix
Relationship to injured party		Date of Birth (mm/dd/yyyy)	Financially Dependent? <input type="checkbox"/> Yes <input type="checkbox"/> No

**Dependent 3**

Last Name	First Name	Middle Name	Suffix
Relationship to injured party		Date of Birth (mm/dd/yyyy)	Financially Dependent? <input type="checkbox"/> Yes <input type="checkbox"/> No

**Dependent 4**

Last Name	First Name	Middle Name	Suffix
Relationship to injured party		Date of Birth (mm/dd/yyyy)	Financially Dependent? <input type="checkbox"/> Yes <input type="checkbox"/> No

**Section 11: Certification and Signature**

***This claim form must be signed by an attorney or, if the injured party is not represented by an attorney, the injured party or the injured party's personal representative.***

Upon information and belief, formed after an inquiry reasonable under the circumstances, I hereby certify, under penalty of perjury, that the information submitted is accurate.

Signature of Injured Party, Personal Representative, or Attorney	Date Signed (mm/dd/yyyy)
--	--------------------------

Print Name Here
-----------------

Signatory's Relationship to Injured Party
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**To file by mail, send this completed form and all supporting documentation to:**

United Gilsonite Laboratories Asbestos Personal Injury Trust  
 c/o Claims Processing Facility, Inc.  
 East-West Corporate Center  
 1771 West Diehl Road, Suite 220  
 Naperville, Illinois 60563

## Section 12: Checklist of Supporting Documentation

***Please attach the following supporting documentation to the completed claim form.***

*For all claimants:*

- Medical records supporting the diagnosis of the claimed Disease Level (see filing instructions for requirements).
- Proof of Debtor Exposure, as set forth in the filing instructions and required by the TDP.

*For deceased injured parties:*

- Death certificate.

*For claims for lost wages or Exigent Hardship Claims based upon lost wages:*

- Documentation supporting the claim that any and all wage loss incurred by the injured party was the result of the injured party's asbestos-related disease. This documentation would include, but not be limited to, medical records and/or reports, reports from governmental or insurance agencies and/or reports from the injured party's most recent employer.
- Tax returns and/or W-2 forms for the last three (3) full years of employment.

*For Exigent Health Claims for Disease Levels IV-VII:*

- Declaration or affidavit by a physician who has examined the claimant as required by the TDP.

*Other supporting documentation, as applicable:*

- Letters of Administration or other proof of the personal representative's official capacity, if applicable pursuant to state law.
- Copy of release of UGL (if applicable under Section 6, Part 2).
- Copy of tolling agreement (if applicable under Section 6, Part 2).

*If you are filing an Individual Review claim and have additional information (see TDP section 5.2(b)(2)) you would like the Trust to consider in evaluating your claim, please include any related documents or information with the Claim Form.*

**Exhibit B**

Instructions for Filing Unliquidated  
Asbestos Personal Injury Claims with the Trust

# **United Gilsonite Laboratories Asbestos Personal Injury Trust**

## **Instructions for Filing Unliquidated Asbestos Personal Injury Claims**

The United Gilsonite Laboratories Asbestos Personal Injury Trust (the “Trust”) was established pursuant to the Modified First Amended Plan of Reorganization of United Gilsonite Laboratories Under Chapter 11 of the Bankruptcy Code, dated September 30, 2014 (as it may be amended or modified, the “Plan”). The Trust was created to process, liquidate and pay valid asbestos personal injury claims in accordance with the First Amended United Gilsonite Laboratories Asbestos Personal Injury Trust Distribution Procedures (as may be amended from time to time, the “TDP”). Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the TDP.

These instructions provide an overview of how to file a claim with the Trust and are intended to assist claimants (i.e. the injured party or his or her personal representative) in filing a complete and valid claim. All legal requirements for a valid claim, however, are set forth in full in the TDP. Please be advised that all claimants must pay a Claim Processing Fee of \$50.00 for each claim filed with the Trust. See Section 1, Filing Fees, below. In the event of an inconsistency between these instructions and the TDP, the TDP shall govern. A copy of the TDP may be found at [www.UGLTrust.com](http://www.UGLTrust.com). These instructions are organized in four sections:

- Procedures for registering with the Trust and filing claims
- How a claim is processed by the Trust
- Requirements for filing a valid claim
- How the Trust pays claims

### ***Section 1: How do I file a claim with the Trust?***

#### ***Filing Fees***

All claimants must pay a Claim Processing Fee of \$50.00 for each claim filed with the Trust. The Trust will not process a claim unless and until the Claim Processing Fee has been paid; if the Claim Processing Fee is not received within 60 days of the Trust’s receipt of the claim, the claim will be rejected and the Statute of Limitations will not be considered to have been tolled.

If the claim is approved for payment, the Claim Processing Fee will be refunded in full at the time of the payment of the claim.

Please submit your Claim Processing Fee by check made payable to the “United Gilsonite Laboratories Asbestos Personal Injury Trust” at the address below:

United Gilsonite Laboratories Asbestos Personal Injury Trust  
C/O Claims Processing Facility, Inc.  
East-West Corporate Center  
1771 West Diehl Road, Suite 220  
Naperville, Illinois 60563

# United Gilsonite Laboratories Asbestos Personal Injury Trust

## Instructions for Filing Unliquidated Asbestos Personal Injury Claims

### *To file a claim*

To file a claim, you must submit a completed Claim Form along with all of the required supporting documentation. The supporting documentation is discussed below. You may submit your claim to the Trust using either (1) the Claim Form or (2) by bulk electronic submission through the Trust's online filing system, or (3) by entering the claim using the on-line data entry form. A sample copy of the Claim Form and Excel templates for bulk filing are available for download at [www.UGLTrust.com](http://www.UGLTrust.com). You may also provide the supporting documentation in either hard copy or in electronic format (as either PDF or TIFF files). All materials must be sent to the Trust by mail, e-mail, facsimile, or submitted online by using the following addresses:

### **Mail Submissions:**

United Gilsonite Laboratories Asbestos Personal Injury Trust  
C/O Claims Processing Facility, Inc.  
East-West Corporate Center  
1771 West Diehl Road, Suite 220  
Naperville, Illinois 60563  
Telephone: (630) 281-6500  
Facsimile: (630) 281-6800

**E-mail:** [ehelp@cpf-inc.com](mailto:ehelp@cpf-inc.com)

**Online submissions:** [www.efile.cpf-inc.com](http://www.efile.cpf-inc.com)

To use the Trust's electronic submission application, law firms must first execute the Electronic Filer Agreement. The Electronic Filer Agreement is available for download at [www.UGLTrust.com](http://www.UGLTrust.com). The Trust strongly recommends that law firms make use of the online filing option, as it significantly reduces the time and expense required for processing claims.

All law firms must also complete the Law Firm Registration Form prior to submitting claims. The Law Firm Registration form is also available for download at [www.UGLTrust.com](http://www.UGLTrust.com). Registering with the Trust is required in order for the Trust to confirm tax identification numbers prior to disbursements as required by the Internal Revenue Service.

Every effort should be made to submit the Claim Form and all required documentation at the same time. Incomplete submissions will not be placed in the first-in-first-out (FIFO) processing queue – and therefore will not be reviewed by the Trust – until such time as any missing required information and/or documentation is provided by the claimant. Incomplete submissions also increase processing time for all claimants and consume valuable Trust resources which would otherwise be available for the payment of claims. Questions regarding the Claim Form and the claim process may be directed to:

Teena Mandele (630) 281-6501 [teena.mandele@cpf-inc.com](mailto:teena.mandele@cpf-inc.com)

John Schroeder (630) 281-6549 [john.schroeder@cpf-inc.com](mailto:john.schroeder@cpf-inc.com)

# United Gilsonite Laboratories Asbestos Personal Injury Trust

## Instructions for Filing Unliquidated Asbestos Personal Injury Claims

### *Statute of Limitations*

All claims must be filed before the expiration of the relevant statute of limitations. See Section 5.1(a)(2) of the TDP for details on the application of the statute of limitations and tolling provisions.

### *Disease Levels*

Claims are categorized according to eight asbestos-related Disease Levels. The Disease Levels are:

Mesothelioma (Level VIII)

Lung Cancer 1 (Level VII)

Lung Cancer 2 (Level VI)

Other Cancer (Level V)

Severe Asbestosis (Level IV)

Asbestosis/Pleural Disease (Level III)

Asbestosis/Pleural Disease (Level II)

Other Asbestos Disease (Level I)

Each Disease Level has been assigned medical and exposure criteria. Claims for Other Asbestos Disease (Level I) shall not receive a distribution under the TDP and therefore are not compensable by the Trust. Six of the eight Disease Levels have Scheduled Values (for Expedited Review), and five Disease Levels have ranges of values (for Individual Review) as well. The Disease Level values have been selected and derived with the intention of achieving a fair allocation of the Trust funds as among claimants suffering from different diseases in light of the best available information considering the domestic settlement history of United Gilsonite Laboratories (the “Debtor”) and the rights claimants would have in the tort system absent the bankruptcy.

# United Gilsonite Laboratories Asbestos Personal Injury Trust

## Instructions for Filing Unliquidated Asbestos Personal Injury Claims

### *Required Information & Supporting Documentation*

Claims will only be placed in the FIFO processing queue for further review by the Trust when they are determined to be “sufficiently complete” per Section 5.1(a)(1) of the TDP. In order to meet the “sufficiently complete” requirement, all of the following information must be provided with the initial submission:

### *Required Data*

Claim Form Section	Label
Claims Process	Expedited Review or Individual Review
Section 1: Injured Party Information	Last Name
Section 1: Injured Party Information	First Name
Section 1: Injured Party Information	Social Security Number
Section 1: Injured Party Information	Date of Birth
Section 1: Injured Party Information	Date of Death (if applicable)
Section 1: Injured Party Information	Gender
Section 2: Law Firm/Attorney Information	Filer ID
Section 3: Asbestos Related Injury	Disease Level
Section 3: Asbestos Related Injury	Diagnosis Date
Section 6: Asbestos Litigation and Claims History	Lawsuit Filing Date (if a lawsuit was filed)
Section 6: Asbestos Litigation and Claims History	State Filed (if a lawsuit was filed)
Section 6: Asbestos Litigation and Claims History	Court (if a lawsuit was filed)
Section 6: Asbestos Litigation and Claims History	Docket Number (if a lawsuit was filed)
Section 6: Asbestos Litigation and Claims History	Claimant's Jurisdiction Selection (if no lawsuit was filed)
Section 7, Part 1: Do-it-Yourself Exposure to Asbestos Products	Start Date (if alleging Debtor Exposure through Do-it-Yourself project)
Section 7, Part 1: Do-it-Yourself Exposure to Asbestos Products	End Date (if alleging Debtor Exposure through Do-it-Yourself project)
Section 7, Part 1: Do-it-Yourself Exposure to Asbestos Products	Do-it-Yourself Project Location City (if alleging Debtor Exposure through Do-it-Yourself project)
Section 7, Part 1: Do-it-Yourself Exposure to Asbestos Products	Do-it-Yourself Project Location State (if alleging Debtor Exposure through Do-it-Yourself project)
Section 7, Part 1: Do-it-Yourself Exposure to Asbestos Products	Do-it-Yourself Project Location Country (if alleging Debtor Exposure through Do-it-Yourself project)

## United Gilsonite Laboratories Asbestos Personal Injury Trust

### Instructions for Filing Unliquidated Asbestos Personal Injury Claims

Claim Form Section	Label
Section 7, Part 1: Do-it-Yourself Exposure to Asbestos Products	Description of Do-it-Yourself Project <i>(if alleging Debtor Exposure through Do-it-Yourself project)</i>
Section 7, Part 1: Do-it-Yourself Exposure to Asbestos Products	If known, Location City where Do-it-Yourself Product Purchased <i>(if alleging Debtor Exposure through Do-it-Yourself project)</i>
Section 7, Part 1: Do-it-Yourself Exposure to Asbestos Products	If known, Location State where Do-it-Yourself Product Purchased <i>(if alleging Debtor Exposure through Do-it-Yourself project)</i>
Section 7, Part 1: Do-it-Yourself Exposure to Asbestos Products	If known, Location Country where Do-it-Yourself Product Purchased <i>(if alleging Debtor Exposure through Do-it-Yourself project)</i>
Section 7, Part 1: Do-it-Yourself Exposure to Asbestos Products	Names of all asbestos-containing products used at this site which injured party was exposed to during the Do-it-Yourself project and which injured party alleges the Debtor is legally responsible. <i>(if alleging Debtor Exposure through Do-it-Yourself project)</i>
Section 7, Part 2: Occupational Exposure to Asbestos Products	Start Date <i>(if asserting occupational exposure to asbestos)</i>
Section 7, Part 2: Occupational Exposure to Asbestos Products	End Date <i>(if asserting occupational exposure to asbestos)</i>
Section 7, Part 2: Occupational Exposure to Asbestos Products	Occupation <i>(if asserting occupational exposure to asbestos)</i>
Section 7, Part 2: Occupational Exposure to Asbestos Products	Site of Exposure <i>(if asserting occupational exposure to asbestos)</i>
Section 7, Part 2: Occupational Exposure to Asbestos Products	Site Location City <i>(if asserting occupational exposure to asbestos)</i>
Section 7, Part 2: Occupational Exposure to Asbestos Products	Site Location State <i>(if asserting occupational exposure to asbestos)</i>
Section 7, Part 2: Occupational Exposure to Asbestos Products	Site Location Country <i>(if asserting occupational exposure to asbestos)</i>
Section 7, Part 2: Occupational Exposure to Asbestos Products	Industry <i>(if asserting occupational exposure to asbestos)</i>
Section 7, Part 2: Occupational Exposure to Asbestos Products	Names of all asbestos-containing products used at this site which injured party was exposed to and which injured party alleges the Debtor is legally responsible. <i>(if asserting occupational exposure to asbestos)</i>
Section 7, Part 2: Occupational Exposure to Asbestos Products	Description of Significant Occupational Exposure <i>(if asserting occupational exposure to asbestos)</i>

# United Gilsonite Laboratories Asbestos Personal Injury Trust

## Instructions for Filing Unliquidated Asbestos Personal Injury Claims

### ***Required Supporting Documentation***

In order for a claim to be deemed sufficiently complete for review, the claimant must submit the following supporting documentation:

*For all claimants:*

- Medical records supporting the diagnosis of the claimed Disease Level.
- Proof of Debtor Exposure, as required by the TDP.

*For deceased injured parties:*

- Death certificate.

*For claims for lost wages or Exigent Hardship Claims:*

- Documentation supporting the claim that any and all wage loss incurred by the injured party was the result of the injured party's asbestos-related disease. This documentation would include, but not be limited to, medical records and/or reports, reports from governmental or insurance agencies and/or reports from the injured party's most recent employer.
- Tax returns and/or W-2 forms for the last three (3) full years of employment.

*Other supporting documentation, as applicable:*

- Letters of Administration or other proof of the personal representative's official capacity, if applicable pursuant to state law.
- Copy of tolling agreement (if applicable).
- For claims filed under Individual Review, any additional information and/or documents (see TDP section 5.2(b)(2)) the injured party or claimant would like the Trust to consider in evaluating the claim.

### ***Section 2: How will claims be processed?***

#### ***FIFO Processing Order***

In general, claims will be processed and a liquidated value will be assigned to claims in the order in which the claims are received by the Trust, on a first-in-first-out basis. The Trust assigns a unique Claim ID and FIFO processing number when the claim is deemed sufficiently complete for review (as defined above). See the Trust Procedures for discussion regarding the FIFO Processing Queue.

See section 5.1(a)(1) of the TDP for detailed FIFO processing specifications.

# **United Gilsonite Laboratories Asbestos Personal Injury Trust**

## **Instructions for Filing Unliquidated Asbestos Personal Injury Claims**

### ***Liquidation of Claims***

When filing a claim, the claimant may elect either Expedited Review or Individual Review. If a claim is eligible for Expedited Review and no election is made by the claimant at the time the claim is filed, the Trust will review the claim under the Expedited Review process.

Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review process may be paid later than if the claimant elected the Expedited Review process. If the claimant is seeking Individual Review, Sections 4, 9 and 10 of the Claim Form must be completed to the extent applicable.

### ***Expedited Review***

Expedited Review is explained in Section 5.2(a) of the TDP. All claimants, except those with claims for Lung Cancer 2 (Disease Level VI), Foreign Claims, and Extraordinary Claims, may elect Expedited Review of their claim. Under Expedited Review, the Trust will determine whether the claim meets the presumptive medical and exposure criteria for one of the seven Disease Levels eligible for Expedited Review, and will advise the claimant of its determination. If the Trust determines that a claim meets the criteria for one of the seven Disease Levels, the Trust will assign the claim the established Scheduled Value for that Disease Level. Claims for Disease Level I will not receive a distribution under the TDP and therefore are not compensable by the Trust. The Disease Levels and Scheduled Values are set forth at section 5.2(a)(3) of the TDP, and reproduced below. The Trust will tender to the claimant an offer of payment in an amount equal to the Scheduled Value multiplied by the Payment Percentage, as explained below. If the claimant accepts the offer, the claim will be paid as set forth in Section 4 of these instructions. If the claimant rejects the offer, the claimant may request Individual Review.

Alternatively, if the Trust concludes that a claim does not meet the presumptive Medical/Exposure Criteria for one of the seven Disease Levels eligible for Expedited Review, the Trust will deny the claim. If the Trust denies the claim, the claimant may then request Individual Review.

### ***Individual Review***

The Trust's Individual Review process provides a claimant with an opportunity for individual consideration and evaluation of a claim. All Lung Cancer 2 (Level VI) claims must be submitted for Individual Review. In addition, all Foreign Claims, as defined in Section 5.2(b)(1) of the TDP, and all Extraordinary Claims, as defined in Section 5.3(a) of the TDP, must be submitted for Individual Review.

Any claimant whose claim fails to meet the presumptive Medical/Exposure Criteria required for liquidation under Expedited Review may seek Individual Review of his or her claim. For claims that fail to meet the presumptive Medical/Exposure Criteria, if the Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the Trust may offer the claimant a liquidated value up to the Scheduled Value for the relevant Disease Level.

# **United Gilsonite Laboratories Asbestos Personal Injury Trust**

## **Instructions for Filing Unliquidated Asbestos Personal Injury Claims**

In addition, claimants holding claims in Disease Levels IV, V, VII or VIII may seek Individual Review in order to determine whether the liquidated value of their claims exceeds the Scheduled Value for the relevant Disease Level. However, unless the claim qualifies as an Extraordinary Claim as described in Section 5.3(a) of the TDP, the liquidated value of a Disease Level IV-VIII claim determined under Individual Review may not exceed the Maximum Value for the relevant Disease Level, as set forth in Section 5.2(b)(3) of the TDP. Also, the liquidated value of a claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review.

Please refer to Section 5.2(b)(2) of the TDP for the valuation factors considered in the Individual Review process.

If the Trust determines that a claim for any Disease Level is deficient or does not qualify for payment, then the Trust will issue a notice of deficiency to the claimant or deny the claim.

If a claimant rejects the liquidated value offered after Individual Review, the claimant may challenge the resolution of the claim under the Trust's ADR procedures. See Section 5.8 of the TDP for ADR provisions.

### ***Extraordinary Claims, Exigent Health Claims and Exigent Hardship Claims***

The TDP provides for Extraordinary Claims, Exigent Health Claims and Exigent Hardship Claims. For details of the requirements for each of these types of claims, see Section 5.3 of the TDP.

### ***Section 3: What are the requirements for a valid claim under the TDP?***

#### ***General Requirements***

All claimants are required to submit a complete Claim Form with the required supporting documentation. Generally, at a minimum, the supporting documentation must consist of a medical report from the diagnosing physician and a death certificate, if applicable.

The following chart, used for Expedited Review, summarizes the Scheduled Values and Medical/Exposure Criteria for the various Disease Levels. This chart is only intended as a general guideline for a valid claim. As stated throughout these instructions, the TDP must be consulted to determine whether the claim satisfies the requirements for a valid claim. See Section 5.2(a)(3) of the TDP for all applicable criteria.

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<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VIII)	\$200,000	(1) Diagnosis of mesothelioma; and (2) Debtor Exposure as defined in Section 5.5(b)(1)(B) of the TDP
Lung Cancer 1 (Level VII)	\$21,000	(1) Diagnosis of primary lung cancer plus evidence of an underlying Bilateral Asbestos Related Nonmalignant Disease, (2) six months Debtor Exposure prior to May 22, 1980, (3) Significant Occupational Exposure to asbestos (as defined in Section 5.5(b)(1)(A) of the TDP), and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.
Lung Cancer 2 (Level VI)	None	(1) Diagnosis of primary lung cancer, (2) Debtor Exposure prior to May 22, 1980, and (3) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.
Other Cancer (Level V)	\$9,000	(1) Diagnosis of a primary colorectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months Debtor Exposure prior to May 22, 1980, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.
Severe Asbestosis (Level IV)	\$12,000	(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestosis, plus (a) TLC less than 65%, or (b) FVC less than 65% and FEV1/FVC ratio greater than 65%, (2) six months Debtor Exposure prior to May 22, 1980, (3) Significant Occupational Exposure to asbestos,

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Asbestosis/Pleural Disease (Level III)	\$1,500	and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.  (1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%, and (2) six months Debtor Exposure prior to May 22, 1980, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.
Asbestos Pleural Disease (Level II)	\$900	(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, and (2) six months Debtor Exposure prior to May 22, 1980, and (3) five years cumulative occupational exposure to asbestos.
Other Asbestos Disease (Level I)	\$0	(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease or an asbestos-related malignancy other than mesothelioma, and (2) Debtor Exposure prior to May 22, 1980, and (3) the claim otherwise does not satisfy the Medical and Exposure Criteria for Disease Levels II-VIII.

### ***Medical Evidence***

In general, all diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10 years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the injured party's exposure sufficient to establish a 10-year latency period. Medical records supporting the claimed Disease Level must be submitted with the Claim Form.

For further details regarding medical evidence required for a valid claim, see Section 5.5(a) of the TDP.

# United Gilsonite Laboratories Asbestos Personal Injury Trust

## Instructions for Filing Unliquidated Asbestos Personal Injury Claims

### ***Exposure Evidence***

In general, to meet the presumptive exposure requirements for Expedited Review, the claimant must show:

- For all Disease Levels, Debtor Exposure (as described below and as set forth in the TDP).
- For Disease Level II, six months Debtor Exposure (as described below and as set forth in the TDP), plus five years cumulative occupational asbestos exposure.
- For Disease Levels III, IV, V or VII, six months Debtor Exposure, plus Significant Occupational Exposure (as described below and as set forth in the TDP) to asbestos.

If the claimant cannot meet the relevant presumptive exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review. For further details regarding exposure evidence required for a valid claim, see Section 5.5(b) of the TDP.

### ***Debtor Exposure***

See Section 5.5(b)(1)(B) of the TDP for the required showing of Debtor Exposure.

The Claim Form requires the claimant to provide information for each location at which the injured party alleges Debtor Exposure through a Do-it Yourself project, as applicable, and to list the occupation and industry in which the injured party worked at the time the Debtor Exposure occurred, as applicable. If signed by the injured party, execution of a fully completed Claim Form under penalty of perjury will be accepted as evidence of exposure for purposes of Section 5.5(b)(1)(B) of the TDP. See Claim Form, Part 11.

### ***Significant Occupational Exposure***

Claims submitted for Disease Levels III, IV, V or VII must demonstrate Significant Occupational Exposure in order to meet the presumptive exposure requirements for Expedited Review. See Section 5.7(b)(1)(A) of the TDP for the required showing of Significant Occupational Exposure.

### ***Section 4: How will I receive payment if I have a valid claim?***

Once a claim is liquidated, it is placed in line for payment. Prior to payment, the Trust will require that the claimant execute a release. The order of payment is based on the date of the receipt of the executed release. Except for holders of Other Asbestos Disease (Disease Level I) claims, the claimant will receive a payment equal to the liquidated value of the claim multiplied by the Payment Percentage. Disease Level I claims will not receive a distribution under the TDP and therefore are not compensable by the Trust.

If the claimant is represented by an attorney, the payment shall be made to the attorney on behalf of the claimant. If the claimant is not represented by an attorney, the payment will be made directly to the claimant. See the Trust Procedures for an explanation of the Trust's payment procedures.

# United Gilsonite Laboratories Asbestos Personal Injury Trust

## Instructions for Filing Unliquidated Asbestos Personal Injury Claims

### *Payment Percentage*

Except for claims involving Other Asbestos Disease (Disease Level I) which are not compensable by the Trust, all claims are subject to the Payment Percentage. The Payment Percentage is the percentage of the full liquidated value of a claim that claimants will receive from the Trust. The Payment Percentage is calculated based on the Trust's estimate of the number, types and values of present and future claims and the value of the Trust's assets after considering the Trust's operating expenses. The current Payment Percentage is published on the Trust's website at [www.UGLTrust.com](http://www.UGLTrust.com).

The Trustees, with the consent of the Trust Advisory Committee and Future Claimants' Representative, may adjust the Payment Percentage to reflect updated forecasts of the Trust's assets and liabilities. Because there is uncertainty in the prediction of both the number and severity of future claims, and the amount of the Trust's future assets, no guarantee can be made of the Payment Percentage. If the Payment Percentage is increased over time, claimants whose claims were liquidated and paid in prior periods under the TDP will receive supplemental payments, subject to the limitations described in Section 4.3 of the TDP.

### *Annual Payment Limitations*

To assure that the Trust has adequate resources to pay similarly situated present and future claims in similar amounts, the Trust's payments to claimants in any year may not exceed the Maximum Annual Payment for that year plus any excess funds rolled over from earlier years. The Maximum Annual Payment shall first be allocated to (a) any Trust Claims (i) based on a diagnosis dated prior to the Effective Date and (ii) subsequently filed with the Trust within one (1) year following the date the Trust first accepts for processing the proof of claims forms and other materials required to file a claim with the Trust, which are liquidated by the Trust ("Existing Claims"), and (b) Exigent Hardship Claims that have been liquidated by the Trust. See Section 2.5 of the TDP for information regarding the Maximum Annual Payment.

The remaining portion of the Maximum Annual Payment (the "Maximum Available Payment") will be used to satisfy all other liquidated Trust Claims. 98% of the Maximum Available Payment may be used to pay claims in Disease Level VIII in a given year. The remaining 2% of the Maximum Available Payment is available to pay claims in Disease Levels II-VII. See Section 2.6 of the TDP. If the Maximum Annual Payment is insufficient to pay all liquidated claims in the relevant Disease Levels for any year, the claims will be carried over to the next year and will be paid prior to any claims that are liquidated in the next year.

**Exhibit C**

ICD-9 Codes

	ICD-9 Code
Mesothelioma	1639 or 1588
Lung Cancer	1629
Colorectal Cancer	1539
Laryngeal Cancer	1619
Esophageal Cancer	1509
Pharyngeal Cancer	1490
Stomach Cancer	1519
Asbestosis	501
Pleural Disease	5110

**Exhibit D**

Electronic Filer Agreement

## **ELECTRONIC FILER AGREEMENT**

This Electronic Filer Agreement (“**Agreement**”) is made by and between the Claims Processing Facility, Inc. with offices at East-West Corporate Center, 1771 W. Diehl Road, Suite 220, Naperville, IL 60563 (“**CPF**”), the United Gilsonite Laboratories Asbestos Personal Injury Trust (“**UGL Trust**”), with its principal office located at 1105 N. Market Street, Suite 1300, Wilmington, DE 19801, and the law firm of \_\_\_\_\_, with offices at \_\_\_\_\_ (“**Law Firm**”) (each a “**Party**” and, collectively, the “**Parties**”).<sup>1</sup>

### **Recitals**

WHEREAS, CPF processes asbestos personal injury claims on behalf of various trusts, including the UGL Trust;

WHEREAS, the Law Firm intends to file asbestos personal injury claims on behalf of the Law Firm’s clients (“**Claimants**”) against the UGL Trust; and

WHEREAS, it is mutually beneficial to the UGL Trust, CPF, and the Law Firm to communicate information electronically and thereby speed claim processing and lower transactional costs.

NOW, THEREFORE, in consideration of the promises and undertakings described herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **1. Electronic Claims Filing**

- 1.1 Access to CPF E-File. Subject to the terms hereof, CPF shall provide the Law Firm access to CPF’s proprietary online, electronic claims filing system (“**CPF E-File**”) for the limited purpose of electronically filing and settling asbestos personal injury claims with the UGL Trust. (When the context permits, as used herein, “access to CPF E-File” may also refer to access to the claims information electronically submitted by the Law Firm in connection with asbestos personal injury claims filed against the UGL Trust). The Law Firm shall be permitted access through CPF E-File to information regarding only the Law Firm’s own claims filed against the UGL Trust, and the Law Firm shall be authorized to act through CPF E-File in regard only to the Law Firm’s clients’ claims filed against the UGL Trust. The Law Firm shall not use CPF E-File to file or settle claims, or to access information regarding claims, for clients of another law firm unless such other law firm has entered separately into this Agreement and has

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<sup>1</sup> This Agreement applies to claims filed by the Law Firm against the UGL Trust, but not claims filed against any other person or entity.

designated in writing an authorized principal, employee, or agent of the Law Firm to serve as the Firm Administrator, as defined below, for the other law firm.

- 1.2 Filing Methods, Media, and Format. The UGL Trust shall accept, through CPF E-File, claim information from the Law Firm using one or more electronic methods, media, and formats that CPF will from time to time specify. The methods, media, and formats that CPF will specify will be among those then in general use among businesses transferring information electronically.
- 1.3 Proprietary System. The Law Firm acknowledges that CPF E-File, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of CPF. The Law Firm agrees that it shall not publish, disclose, display, provide access to, or otherwise make available any software or any other products associated with CPF E-File, or any screens, formats, reports, or printouts used, provided, or produced in connection therewith, to any person or entity other than an employee or principal of the Law Firm, with the exception that the Law Firm may publish, disclose, display, provide access to, or otherwise make available to a Claimant represented by the Law Firm any screens, formats, reports, or printouts that contain information relating solely to that Claimant's claim.

## 2. User Identification

- 2.1 Firm Administrator. The Law Firm's access to CPF E-File shall be managed by an authorized principal, employee, or agent of the Law Firm whom the Law Firm designates in writing to serve as the "**Firm Administrator.**" The Firm Administrator need not be an attorney. The Firm Administrator shall be permitted to identify additional persons under the Law Firm's employ, management, or control who, along with the Firm Administrator, shall be authorized to access CPF E-File on the Law Firm's behalf ("**Law Firm Users**"). The Law Firm shall remain responsible for oversight and supervision of the persons authorized to access CPF E-File, and the Law Firm will at all times remain responsible for the accuracy of the information submitted and for the violation of any provision of this Agreement by any of the Law Firm Users.
- 2.2 Limited Access. CPF will assign a unique CPF E-File password to the Firm Administrator and each additional Law Firm User designated by the Firm Administrator. CPF will provide access to CPF E-File only upon entry of the Law Firm User name and password. CPF recommends that passwords be changed frequently. Law Firm Users may not share their passwords with others, and the Law Firm shall keep all user names and passwords confidential and shall not permit

any person to use a CPF E-File password that is not assigned to that person. CPF will limit each Law Firm User's access to CPF E-File based upon the level of authority specified by the Firm Administrator. CPF may deny any Law Firm User access to CPF E-File following failed log-ins. CPF also retains the right to temporarily deny Law Firm Users access to CPF E-File for any reason, including, but not limited to, system resources, bandwidth constraints, fraud, or security concerns; but CPF shall not be responsible for any failure on its part to grant or deny access to CPF E-File to any user.

2.3 Reliance on Law Firm Communications. CPF and the UGL Trust are entitled to rely on communications and instructions they receive from persons using CPF E-File user accounts and passwords assigned by CPF and purporting to act on behalf of the Law Firm, and CPF and the UGL Trust shall not be held liable for such reliance.

2.4 Reaffirmation of Terms and Conditions. Each time a Law Firm User accesses CPF E-File, such person will be required to review a log-on screen in the form set forth on **Attachment 1** hereto that will request reaffirmation of this Agreement and a certification that all information submitted to the UGL Trust through CPF will comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure as if the submissions were a paper presented to a court of the United States and that such information is submitted subject to the terms of this Agreement. The log-on screen will require the Law Firm User to evidence such reaffirmation by clicking "I Agree" or other similar language. The requirement of reaffirming the terms and conditions of this Agreement before accessing CPF E-File shall not in any way affect the validity or binding effect of this Agreement once the Parties have entered into it.

### 3. **Technical Capabilities**

3.1 Compatible Equipment. In order to file claims through CPF E-File, the Law Firm will provide its own compatible computer equipment that meets technical standards that CPF will from time to time announce. The standards that CPF will set for this purpose will be among those then in general use among businesses transferring information electronically.

3.2 Reports. Through CPF, the UGL Trust will make available to the Law Firm (through CPF E-File) the ability to download specified data and to generate reports summarizing information regarding the Law Firm's claims.

3.3 Continuous Access. The CPF E-File system will be available to the Law

Firm seven days per week, with the exception that availability will be interrupted at any time as a result of system failure or when necessary for system upgrades, maintenance, or other operational considerations. When reasonably possible, CPF will notify the Law Firm in advance of any foreseen interruption of availability, but shall be under no obligation to do so. At all times, CPF will use its best efforts to minimize the length and frequency of such interruptions. Notwithstanding any other provision of this Agreement, CPF shall not be liable for any damages resulting directly or indirectly from system unavailability.

- 3.4 Security. CPF, on behalf of the UGL Trust, will maintain physical, electronic, and procedural safeguards that will protect the information that the Law Firm transmits through CPF E-File

#### **4. Rules and Procedures**

- 4.1 Adherence to TDP. Electronic filing through CPF E-File shall not affect the requirements of the First Amended United Gilsonite Laboratories Asbestos Personal Injury Trust Distribution Procedures (“**TDP**”), as may be amended from time to time.
- 4.2 Payment Criteria Unchanged. This Agreement is not intended to alter and does not supersede the claim payment criteria contained in the TDP. This Agreement does not create any rights to claim payment beyond those set forth in the TDP.

#### **5. Claim Information**

- 5.1 Law Firm Certification. The Law Firm hereby represents, and in connection with the submission of any claim shall certify, that it is authorized by the Claimant to submit a claim, and that the information and materials submitted in connection with a claim filed through CPF E-File with the UGL Trust shall comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure as if the submissions were a paper presented to a court of the United States.
- 5.2 Complete Information Required. CPF and the UGL Trust are not obligated to take any action on an electronically filed claim until they have received the complete information required by the TDP.
- 5.3 Filing. Assignment of a claim number by CPF E-File shall constitute filing of a claim for purposes of any applicable statute of limitations or repose provisions in the TDP. The Law Firm acknowledges and agrees that although the CPF E-File system may permit an electronic claim filing to be saved prior to its electronic submission, this

does not constitute a valid claim filing for any purpose, including tolling of any applicable statute of limitations or repose, and CPF will not have, and in no case will be deemed to have, any record of such an entry. If the CPF E-File system refuses, or otherwise does not accept, the submission of an electronic filing for any reason, including a CPF E-File system failure, this too shall not constitute a tolling of any applicable statute of limitations or repose.

- 5.4 Maintenance of Supporting Documents. The Law Firm shall maintain a copy of each document relied upon in connection with any claim electronically filed through CPF E-File. Copies may be retained in either paper or electronic format. The Law Firm will timely provide copies of such documents to CPF upon request made on behalf of the UGL Trust.
- 5.5 Confidential Information. Any claim information the Law Firm submits through CPF E-File pursuant to this Agreement, including information submitted in Bulk Data Transmissions, as described below, shall remain confidential information submitted for settlement purposes only, and shall not be disclosed except as provided for herein, in the TDP, or in the respective Asbestos Insurance Settlement Agreements (as that term is defined in the Modified First Amended Plan of Reorganization of United Gilsonite Laboratories Under Chapter 11 of the Bankruptcy Code). In the event that the Law Firm directs another asbestos trust to transmit to the UGL Trust any information from such trust for the purpose of settling a claim filed against the UGL Trust (collectively, the “**Claimant’s Prior Data**”), such Claimant’s Prior Data may be used in processing the Claimant’s claim against the UGL Trust. The Law Firm hereby represents and warrants that for every claim submitted to the UGL Trust through CPF E-File for which the Law Firm directs another asbestos trust to transmit the Claimant’s Prior Data to the UGL Trust, the Law Firm is authorized to consent on behalf of each Claimant to such use of the Claimant’s Prior Data, and hereby does so consent. The Law Firm understands and agrees that CPF and the UGL Trust are relying upon the representations and warranties contained herein. The Release, as defined below, shall specifically provide for the Claimant’s consent to the use of the Claimant’s Prior Data in the event the Law Firm directs the transmission of the Claimant’s Prior Data through CPF E-File as provided in this Section 5.5.
- 5.6 Use of Confidential Information in Bulk Data Transmissions. With respect to each Law Firm User that is permitted to file claims by Bulk Data Transmission, the Law Firm hereby acknowledges and agrees that each time a claim is filed by Bulk Data Transmission, the Law Firm reaffirms the representations and warranties set forth

in Section 5.5 as provided therein.

**6. Settlement Offer, Acceptance, and Payment**

6.1 Settlement Offers. After its review of a claim submitted electronically, CPF, on behalf of the UGL Trust, shall communicate any settlement offer to the Law Firm. In the event the Claimant desires to accept any such settlement offer, the Law Firm will be able to electronically view/print, in a portable document file (.pdf) format, a customized release for use in documenting acceptance of the settlement offer (the “**Release**”). Upon the Law Firm’s request, CPF will mail a hard copy of the Release to the Law Firm. The Release shall not be modified in any manner from the customized form that CPF provides through CPF E-File or mails to the Law Firm.

6.2 Law Firm Required to Obtain and Deliver Signed Release. In the event a Claimant intends to accept a settlement offer communicated through CPF E-File, the Law Firm will be responsible for obtaining the signature of the Claimant on the Release and delivering the Release to CPF. Delivery of the Release may be made in one of two ways: (a) the original, signed Release may be mailed to CPF or (b) an image of the original, signed Release may be uploaded to CPF through CPF E-File, separately e-mailed, or faxed to CPF. In the event an image of the original, signed Release is delivered to CPF, the Law Firm shall maintain the original, signed Release for no less than five (5) years. Upon request made by CPF on behalf of the UGL Trust, the Law Firm shall timely provide the original, signed Release to CPF.

**7. Limitation of Liability; Indemnification**

7.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, neither CPF, the UGL Trust, nor any stockholders, owners, officer, director, trustee, employee, contractor, or agent of any of them will be held liable for any indirect, incidental, special, or consequential damages by reason of the Law Firm’s use of CPF E-File.

7.2 DISCLAIMER. CPF AND THE UGL TRUST MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO THE LAW FIRM OR TO CLAIMANT’S COUNSEL OF RECORD, ANY CLAIMANT OR ANY THIRD PARTY, AND EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY OR ARISING OUT OF CUSTOM OR COURSE OF DEALING OR USAGE OF OR IN THE TRADE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**8. Miscellaneous**

- 8.1 No Assignment. No Party may assign or otherwise transfer in any way any of its rights and obligations arising out of this Agreement without the prior written consent of the other Parties, except CPF may assign or otherwise transfer this Agreement to another entity that processes asbestos personal injury claims, provided such entity agrees to be bound by the terms of this Agreement.
- 8.2 Termination. Any Party may terminate this Agreement in its entirety upon written notice to the other Parties. On the effective date of termination of this Agreement in its entirety, CPF will cease providing the Law Firm access to CPF E-File, and the Law Firm will cease making online claim submissions or having access to CPF E-File claim review.
- 8.3 Disputes. Any dispute among the Parties relating to claim allowance or disallowance, or the appropriate categorization or settlement value of a claim submitted by the Law Firm to CPF, will be resolved pursuant to the TDP.
- 8.4 Force Majeure. No Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of Internet service, provided that the delaying Party (a) gives the other Parties prompt notice of such cause, and (b) uses reasonable efforts to promptly correct such failure or delay in performance.
- 8.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of Delaware.
- 8.6 Binding Effect. Each of the undersigned persons represents and warrants that they are authorized to sign this Agreement on behalf of the Party they represent, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. The person executing this Agreement on behalf of the Law Firm is a licensed, practicing attorney who is a partner or other principal in the Law Firm. A signature on a copy of this Agreement transmitted by facsimile machine or other electronic means will have the force of an original signature.
- 8.7 Claim Deferral. Nothing contained in this Agreement shall be construed to provide a substantive right of claim filing deferral contrary

to the TDP.

- 8.8 Severability. If any term or provision of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall remain in full force and effect.
- 8.9 Entire Agreement and Waiver. This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Parties. Any failure of a Party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.

*[Remainder of page intentionally left blank.]*

8.10 NO INDUCEMENTS. NEITHER THE UGL TRUST OR CPF, NOR ANY AFFILIATE OF EITHER HAS MADE ANY REPRESENTATION, WARRANTY OR STATEMENT TO THE LAW FIRM IN ORDER TO INDUCE THE LAW FIRM TO EXECUTE THIS AGREEMENT AND THE LAW FIRM EXPRESSLY WAIVES ANY CLAIM OF FRAUDULENT INDUCEMENT TO EXECUTE THIS AGREEMENT AND FURTHER DISCLAIMS ANY RELIANCE ON STATEMENTS OR REPRESENTATIONS OF THE UGL TRUST OR CPF IN WAIVING SUCH A CLAIM.

8.11 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one instrument.

**LAW FIRM**

Name of Law Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature Required)

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

Name: \_\_\_\_\_  
(Print)

E-mail: \_\_\_\_\_

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

Tax ID/EIN: \_\_\_\_\_

**UNITED GILSONITE LABORATORIES  
ASBESTOS PERSONAL INJURY TRUST**

By: \_\_\_\_\_  
(Signature Required)

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

Name: Alan B. Rich, not in his individual capacity but solely as Trustee

**CLAIMS PROCESSING FACILITY, INC.**

By: \_\_\_\_\_  
(Signature Required)

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

Name: \_\_\_\_\_  
(Print)

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

## **ATTACHMENT 1**

By clicking “I AGREE” below, the user affirms that all information submitted online conforms to the terms and conditions of the applicable Electronic Filer Agreement and to the provisions of Rule 11 of the Federal Rules of Civil Procedure as if the submissions were a paper presented to a court of the United States. The user further affirms that all information provided online is true and accurate to the best of the user’s, Firm Administrator’s and Counsel’s knowledge, information and belief. By proceeding to log on, you acknowledge your assent to these terms and conditions.

**I AGREE**

**Exhibit E**

Alternative Dispute Resolution Procedures

# UNITED GILSONITE LABORATORIES ASBESTOS PERSONAL INJURY TRUST

## ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURES

Pursuant to Section 5.8 of the First Amended United Gilsonite Laboratories Asbestos Personal Injury Trust Distribution Procedures (the “*TDP*”), the United Gilsonite Laboratories Asbestos Personal Injury Trust (the “*UGL Trust*” or the “*Trust*”) hereby establishes the following Alternative Dispute Resolution (“*ADR*”) Procedures to resolve all Trust Claims that may be submitted to ADR under the TDP. All capitalized terms herein shall be as defined and/or referenced within the TDP.

### I. OVERVIEW

The UGL Trust shall appoint a Private Adjudication Coordinator, at the cost of the UGL Trust, to administer these ADR procedures. The Private Adjudication Coordinator will provide administrative services for all pro bono evaluations, mediations, and binding and non-binding arbitrations necessary to resolve disputed claims consistent with these ADR procedures and the TDP.<sup>1</sup> These ADR procedures shall not be construed as imparting to any claimant any substantive or procedural rights beyond those conferred by the TDP.

These ADR procedures provide for pro bono evaluation or mediation and binding or non-binding arbitration. Pro bono evaluation 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 agreed upon by the Trust Advisory Committee (“TAC”), Future Claimants’ Representative (“FCR”), and the Trustee. The identity of the pro bono evaluator will not be disclosed to the claimant or the claimant’s attorney. The pro bono evaluation will be done by document submission. The claimant may request mediation as an ADR alternative. The Trust will establish and maintain a panel of qualified neutrals who may serve as mediators and arbitrators. Mediator and arbitrator assignments shall be made by the Private Adjudication Coordinator on a rotating basis among the national Trust panel of neutrals unless the parties agree otherwise. The parties will submit detailed mediation statements to familiarize the mediator with the respective positions.

The claimant may elect to submit to either pro bono evaluation or mediation before any form of arbitration. Alternatively, the claimant may waive pro bono evaluation and mediation and proceed directly to binding or non-binding arbitration. Only after either the claimant or the UGL Trust rejects a non-binding arbitration award may a claimant commence a lawsuit in the tort system.

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<sup>1</sup> The Private Adjudication Coordinator will be responsible for implementing the ADR process and all of the duties of the Private Adjudication Coordinator as provided in the ADR procedures, including without limitation, promptly notifying the Trust upon receipt of a Demand and Agreement for ADR by a claimant; providing all claim related and other documents, as specified in the ADR procedures, to the parties involved in the ADR proceeding in accordance with the timelines set forth in the ADR procedures; communicating with the pro bono evaluator, mediator, arbitrator, Trust counsel and claimant’s counsel, as applicable, as provided in the ADR procedures; and coordinating the ADR process on an ongoing basis to ensure that all parties are fully informed of all deadlines and document requirements as governed by the ADR procedures.

The UGL Trust may not decline the claimant's waiver of pro bono evaluation and mediation or the claimant's election of either binding or non-binding arbitration, but reserves all rights to reject the pro bono evaluator's evaluation, a settlement offer in mediation, or any award in a non-binding arbitration proceeding.

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 UGL Trust, in its sole discretion, decides it would be expeditious to conduct an ADR proceeding with respect to more than one claim. In such a case, however, the pro bono evaluator, mediator 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 UGL Trust's FIFO Processing and Payment Queues must be separately maintained.

**A. *Initiation of ADR Proceedings***

To initiate these procedures, the claimant must (i) make a written Demand and Agreement for ADR to the Private Adjudication Coordinator using the form attached to these ADR procedures (see Attachment 1) and (ii) pay a deposit of \$3,000.00 (items (i) and (ii) hereinafter collectively referred to as the "Demand for ADR"). In the Demand and Agreement for ADR, the claimant shall make the following elections: (1) elect either pro bono evaluation or mediation or waive both and proceed directly to arbitration, and (2) elect binding or non-binding arbitration.

The Private Adjudication Coordinator shall promptly notify the UGL Trust and the UGL Trust's claims processor upon receipt of a Demand for ADR by a claimant.

Within three (3) business days of receipt of notice from the Private Adjudication Coordinator of a Demand for ADR, the UGL Trust's claims processor will provide a complete copy of the claimant's file to the Private Adjudication Coordinator and the UGL Trust.

Within ten (10) days of the claimant's submission of the Demand for ADR, the Private Adjudication Coordinator will send the claimant a copy of the claim file and an Affidavit of Completeness (see Attachment 2).

The claimant must sign the Affidavit of Completeness and return it to the Private Adjudication Coordinator within thirty (30) days of receipt of the copy of the claim file. The ADR process will not proceed until the Private Adjudication Coordinator has received the signed Affidavit of Completeness. The Affidavit of Completeness shall verify that all information to be considered in the pro bono evaluation or mediation and/or binding or non-binding arbitration has been provided to the UGL Trust while the claim was under review by the Trust, except to the extent that other evidence may be admitted pursuant to Section III.K.3.b below of these ADR procedures.

Within three (3) business days of receipt of the Affidavit of Completeness, the Private Adjudication Coordinator shall inform the UGL Trust. Within five (5) business days after

receipt of that notice, the UGL Trust shall execute and send to the Private Adjudication Coordinator a Certificate of Accuracy (see Attachment 3).

It is the claimant's responsibility to comply with the ADR deadlines set forth in these ADR procedures. 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. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the UGL 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 under Section 6.3 of the TDP.

If the claimant elects binding arbitration, then the claimant and the UGL Trust waive their respective rights to seek a jury trial with respect to the Trust Claim 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 Modified First Amended Plan of Reorganization of United Gilsonite Laboratories Under Chapter 11 of the Bankruptcy Code, then the claimant may commence a lawsuit against the UGL Trust in the Claimant's Jurisdiction, as that term is defined in Section 5.2(b)(2) of the TDP.

***B. Showing Required***

Among other requirements set forth in the TDP to establish a valid Trust Claim, a claimant must make a demonstration of Debtor Exposure (as defined in Section 5.5(b)(1)(B) of the TDP).

***C. Binding and Non-Binding Arbitration Procedures***

Binding and non-binding arbitration of the liquidated value of a claim will be conducted with the arbitrator determining the amount of the award, if any, subject to the limitations contained in the TDP.

Arbitrators evaluating non-Extraordinary Claims involving Disease Levels II – VIII, shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.2(b)(3) of the TDP. In the case of an Extraordinary Claim involving Disease Levels IV – VIII, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim set forth in Section 5.3(a) of the TDP.

**II. RULES GOVERNING PRO BONO EVALUATION AND MEDIATION**

***A. Rules Governing Pro Bono Evaluation***

**1. Selection of Pro Bono Evaluator**

Within fifteen (15) days of receipt of the signed Affidavit of Completeness following a claimant's Demand for ADR electing pro bono evaluation, the Private Adjudication Coordinator shall randomly select the individual pro

bono evaluator from the approved panel. After the selection of the first pro bono evaluator, pro bono assignments will be made on a rotating basis.

The Private Adjudication Coordinator shall inform the claimant and the UGL Trust that the pro bono evaluator has been designated without disclosing the identity of the pro bono evaluator.

**2. Time Limits; Submission of Claim File to Pro Bono Evaluator**

Within five (5) business days after receipt of the Certificate of Accuracy, the Private Adjudication Coordinator shall provide the pro bono evaluator with the claim file, the Affidavit of Completeness and the Certificate of Accuracy, with notice to the claimant and the UGL Trust. The UGL Trust may not send the Private Adjudication Coordinator any materials in the UGL Trust file that have not previously been provided to the claimant.

The UGL Trust encourages identification of and not anonymity of the injured party so that medical records can be transmitted in their original form. Unless otherwise notified in writing by the claimant, the identity of the injured party will not be redacted from the claim file provided to the pro bono evaluator.

In order to preserve anonymity in a pro bono evaluation, the name of the claimant's counsel shall not be disclosed to the pro bono evaluator. Before the Private Adjudication Coordinator forwards the claim file to the pro bono evaluator, the Private Adjudication Coordinator will redact all references to the name of claimant's counsel.

**3. Submission of Written Arguments**

No later than fifteen (15) days after the Private Adjudication Coordinator sends the claim file to the pro bono evaluator, the claimant and the UGL Trust shall 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 procedures: (a) The argument shall not exceed ten (10) double-spaced typewritten pages. The argument may not introduce or discuss factual matter not contained in the documents in the claim file. The pro bono evaluator shall disregard any argument that does not comply with this provision. (b) If 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.

**4. 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 submitted to the pro bono evaluator shall be limited to the following: (a) The claim file forwarded to the pro bono evaluator by the Private Adjudication Coordinator; (b) the claimant's Affidavit of Completeness and the UGL Trust's Certificate of Accuracy; and (c) the written arguments of the claimant and the UGL Trust that comply with the procedures for written arguments set forth above. The pro bono evaluator shall examine these documents, including the entirety of the claim file.

**5. Written Evaluation and Procedure for Acceptance/Rejection**

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

Within fifteen (15) days after receipt of the pro bono evaluator's written evaluation, the claimant and the UGL Trust will each communicate in writing to the Private Adjudication Coordinator whether they 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 UGL Trust shall pay the claim pursuant to the TDP and the UGL Trust's procedures. 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.

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

If the Private Adjudication Coordinator informs the parties of a notice of rejection of the pro bono evaluator's written evaluation, the Private Adjudication Coordinator will implement the arbitration process unless the

claimant informs the Private Adjudication Coordinator and the UGL Trust in writing that the claim will no longer be pursued.

**B. Rules Governing Mediation**

**1. Selection of Mediator**

Within fifteen (15) days after receipt of the signed Affidavit of Completeness following a claimant's Demand for ADR electing mediation, the Private Adjudication Coordinator shall retain a mediator from a panel of neutrals kept by the Private Adjudication Coordinator. Mediator assignments shall be made by the Private Adjudication Coordinator on a rotating basis among the national Trust panel of neutrals unless the parties agree otherwise. The parties may also agree to the selection of a mediator not on the panel. The Private Adjudication Coordinator shall schedule an initial mediation conference within sixty (60) days after receipt of the Certificate of Accuracy. The mediation will be conducted by telephone conference(s) unless the parties agree otherwise. Scheduling of the conference(s) shall be coordinated with the mediator.

**2. Time Limits; Submission of Materials to Mediator**

At least five (5) business days prior to the initial mediation conference, the claimant and the UGL Trust shall each submit to the mediator a confidential statement outlining the claimant's medical condition, Debtor Exposure, and each party's position on overall claim value. The parties may also submit to the mediator documents and medical reports from the claim file that they believe are relevant to the claim. The mediator shall review the claim and the positions of the parties and the other information that the parties submit prior to the initial mediation conference. The mediation statements shall comply with the following procedures: (a) The statement shall not exceed ten (10) double-spaced typewritten pages exclusive of attachments; and (b) the statement shall not introduce factual matter not contained in the claim file.

**3. Mediation Conference(s)**

Any party may be represented by legal counsel at the mediation conference(s). The mediator shall confer with the parties' legal representatives and, if the claimant is present and consents, with the claimant. A representative of the UGL Trust with settlement authority must participate in the conference(s). The mediator may request, but not require, that the claimant personally participate in the conference(s). If the claimant does not attend the mediation, the claimant's counsel must have settlement

authority or must have arranged for consultation with the claimant during mediation in order for the claimant's counsel to obtain settlement authority.

**4. Negotiations at the Mediation Conference(s)**

The mediator may facilitate settlement in any manner the mediator believes is appropriate. The mediator will help the parties focus on their underlying interests, explore resolution alternatives and develop settlement options. The mediator will decide when to hold joint conferences, and when to confer separately with each party. The parties are expected to initiate and convey to the mediator proposals for settlement. Each party shall provide a rationale for any settlement terms proposed. Finally, if the parties fail to develop mutually acceptable settlement terms, before terminating the procedure, and only with the consent of the parties, (a) the mediator may submit to the parties a final settlement proposal; and (b) if the mediator believes he/she is qualified to do so, the mediator may give the parties an evaluation (which if all parties choose, and the mediator agrees, may be in writing) of the likely outcome of the case if it were tried to final judgment, subject to any limitations under the TDP and ethical codes.

**5. Submission of Written Offers After Mediation**

At the conclusion of the mediation, the mediator shall require the parties to exchange written settlement offers that shall remain open for ten (10) days. The claimant and the UGL Trust will each communicate in writing to the mediator whether they accept the other party's written settlement offer. Within ten (10) days after the parties advise the mediator whether they accept the other party's written settlement offer, the mediator will send the parties and the Private Adjudication Coordinator a notice of completion of mediation and report if settlement is achieved. If settlement is reported, within three (3) business days of receipt of the notice of completion of mediation, the Private Adjudication Coordinator will confirm the settlement with the parties and the mediator. Upon confirmation of the settlement, the UGL Trust shall send the claimant a release within three (3) business days and pay the claim pursuant to the TDP and the UGL Trust's procedures.

**6. Arbitration After Mediation Without Settlement**

If the mediator issues a notice of completion of mediation without settlement, the Private Adjudication Coordinator will implement the arbitration process unless the claimant informs the Private Adjudication

Coordinator and the UGL Trust in writing that the claim will no longer be pursued.

### **III. RULES GOVERNING NON-BINDING AND BINDING ARBITRATION**

#### ***A. Election by the Claimant***

Under these ADR procedures, the claimant will have elected binding or non-binding arbitration at the time of the submission of the Demand for ADR.

#### ***B. Selection of the Arbitrator***

1. No more than fifteen (15) days after rejection by either party of the pro bono evaluator's written evaluation or receipt of the notice of completion of mediation without settlement or, if the claimant waived pro bono evaluation and mediation, receipt of the signed Affidavit of Completeness, the Private Adjudication Coordinator shall select three potential arbitrators from a panel of neutrals kept by the Private Adjudication Coordinator. The Private Adjudication Coordinator will select the three potential arbitrators on a rotating basis among the national Trust panel of neutrals unless the parties agree otherwise. The parties may also agree to the selection of an arbitrator not on the panel. The Private Adjudication Coordinator shall maintain and keep the rotating list of neutrals. 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 UGL Trust and the claimant of the potential arbitrators selected.
2. Within seven (7) days of receipt by the UGL Trust of the list of potential arbitrators, the UGL 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 UGL Trust's selection, whereupon, within seven (7) days of the receipt by the claimant 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 UGL 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 UGL 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. *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, 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 Scheduled Value set forth in Section 5.2(b)(3) of the TDP for the claimant's Disease Level, except in the case of Disease Level VI (Lung Cancer 2), the claimant may request up to five times the Average Value. 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 UGL 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.

**D. *Arbitration***

The parties shall stipulate as to the issue(s) to be submitted for arbitral decision. All binding and non-binding arbitration of the liquidated value of a claim shall be conducted with the arbitrator determining the amount of the award, if any, subject to the limitations contained in the TDP. The Notice of Completion of Individual Review shall be part of the claim file to be submitted to the arbitrator under these ADR procedures. In no event may an award exceed the Maximum Value for the Disease Level as set forth in the TDP and Section I.C above.

In the event that the claimant and the UGL Trust submit a specific issue(s) other than the liquidated value of the claim to arbitration, 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.

**E. *Submission of Pre-Hearing Statements***

Except as otherwise provided in the following paragraph, within twenty (20) days of the appointment of an arbitrator each party shall submit to the opposing party

and to the arbitrator a written statement (not to exceed ten (10) double-spaced pages) containing that party's positions and arguments. Each party may then submit a supplement to its written statement (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 to address 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 initial pre-hearing conference.

To the extent the Trust or the claimant seeks to take discovery as permitted under the limited circumstances set forth in Section III.G below, within five (5) days of the appointment of an arbitrator, such party shall provide written notice to the other party and the Private Adjudication Coordinator advising of such party's intent to take discovery. The Private Adjudication Coordinator will promptly provide a copy of such written notice to the arbitrator. The parties shall confer and seek to reach agreement extending the deadlines set forth in these ADR procedures to permit the discovery. If the parties do not agree on the extension of the deadlines to take into account the discovery to be taken, then the arbitrator shall issue a scheduling order governing the process.

The claimant or the UGL Trust may elect to share with the arbitrator (i) the pro bono evaluator's written evaluation or (ii) the mediator's final settlement proposal and written evaluation, if any. Should the claimant or the UGL Trust wish to share such information, the claimant and the UGL Trust must notify the Private Adjudication Coordinator and counsel for the opposing party to the arbitration and provide the written materials to the Private Adjudication Coordinator and opposing counsel. The Private Adjudication Coordinator shall then provide those written materials to the arbitrator, along with and at the time the Private Adjudication Coordinator provides the arbitrator with the TDP, these ADR Procedures, a copy of the claim file, the Affidavit of Completeness, and, the Certificate of Accuracy. This shall be the sole and exclusive means of providing these materials to the arbitrator. When transmitting this information, the UGL Trust claims processor and Private Adjudication Coordinator will use all reasonable and prudent efforts to ensure the claimant information remains confidential and protected.

***F. Initial Pre-Hearing Conference, Scheduling 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 UGL Trust to schedule the initial pre-hearing conference. The initial 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 of the arbitration hearing. The arbitration hearing shall be conducted by telephone conference call. The arbitration hearing should be scheduled not less than thirty (30) days, and not more than forty-five (45) days, from the date of the initial pre-hearing conference. The Private Adjudication

Coordinator will mail or email a confirmation notice of this date to the claimant and the UGL Trust.

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. any legal issues; and
  - c. any other matters that will expedite the arbitration proceedings.

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

***G. No Discovery With Limited Exceptions***

There shall be no discovery except as specifically provided in this Section III.G. The purpose of the arbitration is to resolve differences between the UGL Trust and the claimant based only on the documents that have been previously submitted to the UGL Trust by the claimant and any other documents relied upon by the UGL Trust to make a settlement offer to the claimant or to disallow the claim. However, if the UGL Trust commissions an independent medical examination or a third-party medical review upon which the UGL 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.

In addition, to the extent the arbitral issue involves alleged exposure outside of the geographic range of sales and distribution of United Gilsonite Laboratories' ("UGL") asbestos products as set forth in Section 5.5(b)(1)(B) of the TDP, the parties shall be permitted to subpoena the documents and records of a distributor or an end user for the purpose of determining that exposure issue. The party issuing the subpoena shall obtain a business records affidavit from a custodian or other qualified witness of the producing party providing testimony in accordance with Rule 803(6) of the Federal Rules of Evidence for any documents or records produced. The discovery permitted in this paragraph shall not include depositions, provided however, that (1) a deposition on written questions shall be permitted should the subpoenaed party refuse to execute a business records affidavit; and (2) to the extent the Trust questions the authenticity of any documents or records produced by a distributor or an end user, the Trust may pursue discovery on such issue, which may include written or oral depositions.

***H. No Record of Proceedings***

Except as provided in paragraph III.K.2, there will be no record or transcript of the

proceedings unless 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 UGL 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.

***I. Postponement of Hearing***

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

***J. 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.

***K. Procedure at Arbitration Hearing***

**1. No Testimony**

There shall be no testimony at the hearing.

**2. Conduct of Hearing**

The arbitration hearing shall be conducted by telephone conference call. At the opening of the arbitration hearing, the arbitrator shall make a written record of the time and date of the hearing, and the names of the parties and counsel participating in the hearing.

**3. Evidence**

- a. Rules of Evidence:** Except as otherwise provided herein, the arbitrator is not required to apply the rules of evidence used in judicial proceedings, provided, however that the arbitrator shall apply all relevant rules of privilege to the extent they apply in the Claimant's Jurisdiction. To the extent any party objects to the admission of documents or records produced through discovery conducted under Section III.G above, on the issue of the geographic range of sales and distribution of UGL's products, the arbitrator shall apply the Federal Rules of Evidence. The arbitrator shall determine the applicability of any privilege or immunity and the admissibility, relevance, materiality and weight of the evidence offered.

**b. Arbitral Record and Admission of Evidence:** The evidence that the arbitrator may consider shall be limited to the following:

- 1) The entire claim file, which shall include the entire Individual Review record (subject to subparagraph 3), all documents, materials and testimony provided to the UGL Trust by the claimant, documents and analysis relied on by the UGL Trust to make a settlement offer or to disallow the claim, the UGL Trust's written assessment, analysis and explanation of the claim which shall have been provided to the claimant and the claimant's response thereto, and the Notice of Completion of Individual Review containing the UGL Trust's final offer and the claimant's final demand;
- 2) At the sole election of the UGL Trust, underlying data that was used by the UGL Trust to make initial liquidated value offers on claims in the Individual Review Process, so long as such information has been provided to the claimant or his or her counsel ten (10) days prior to the arbitration proceeding as provided in Section 5.8(a) of the TDP;
- 3) Any additional deposition testimony of a medical professional allowable under Section III.G of these ADR procedures taken by the UGL Trust or the claimant, and provided to both sides at least ten (10) days prior to the commencement of the arbitration hearing;
- 4) If provided to both sides at least ten (10) days prior to the commencement of the arbitration hearing, any additional documents and records of a distributor or an end user as permitted under Section III.G of these ADR procedures, provided such documents and records are supported by a business records affidavit from a custodian or other qualified witness as required under Section III.G above, and any other documents and deposition testimony allowable under Section III.G above;
- 5) Pro bono evaluator's written evaluation, if applicable;
- 6) Mediator's final settlement proposal and written evaluation, if any;
- 7) Affidavit of Completeness;
- 8) Certificate of Accuracy;
- 9) The TDP; and

- 10) Closing arguments of the claimant and the UGL 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 for each party. The arbitrator shall disregard any effort to introduce further evidence or issues in argument.

***L. Arbitration in the Absence of a Party or Representative***

The claimant may choose whether or not to attend 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 be present, fails to be present or fails to obtain a postponement if he/she desires to be present but cannot. An award shall not be made against a party solely for the failure to appear.

***M. Conclusion of Hearing and Submission of Post-Hearing Briefs***

When the parties state that they have no further evidence 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, and the other party to the arbitration, 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.

***N. Option to Waive Oral Hearings***

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

***O. 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. For arbitration of the liquidated value of the claim, the decision shall state the amount of the award, if any. The arbitrator, in his or her sole discretion, may state the reasons for the decisions and/or award in a memorandum not to exceed one page in length. An arbitrator shall not be permitted to award punitive, exemplary, trebled or other like damages or attorneys' fees, and 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 issue to be decided pursuant to the

arbitration agreement: the amount, if any, at which the claim value should be fixed.

For arbitration of a specific issue(s) other than the liquidated value of the claim, the arbitrator shall decide the specific issue(s) submitted by the parties and state the reasons for the decisions in a memorandum not to exceed one page in length.

Arbitrators evaluating non-Extraordinary Claims involving Disease Levels II – VIII, shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.2(b)(3) of the TDP. In the case of an Extraordinary Claim involving Disease Levels IV – VIII, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim set forth in Section 5.3(a) of the TDP.

The arbitrator shall apply the same medical and exposure evidentiary requirements that are set forth in Section 5.5 of the TDP. For arbitrations involving the liquidated value of a claim involving Disease Levels II – VIII, the arbitrator shall consider the same valuation factors set forth in Section 5.2(b)(2) of the TDP.

***P. Payment of Award***

Pursuant to the terms of the arbitration agreement, the UGL Trust will promptly send to the claimant the appropriate release. The UGL 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 the time of payment and the UGL Trust's procedures.

***Q. Rejection of Non-binding Award***

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 or sent by the UGL Trust, then the decision will stand and the award will be deemed accepted by both parties and the UGL Trust will promptly send to the claimant the appropriate release. Upon receipt of the claimant's release, the UGL Trust will then pay the claim in accordance with the TDP provisions in effect at the time of payment and the UGL Trust's procedures.

**1. Procedure for Rejected Award**

- a. Rejection by Claimant:** If claimant has sent the UGL Trust timely notification of rejection of a non-binding award and wishes to pursue the claim through litigation, then the claimant must notify the UGL Trust through correspondence postmarked no later than sixty (60) days from the date of the non-binding award. If notification is received within the sixty (60) day deadline and claimant wishes to pursue the claim through litigation, then the UGL Trust will within

fifteen (15) days of receipt of this notification send the claimant an authorization to commence litigation.

- b. **Rejection by UGL Trust:** If the UGL Trust rejects the non-binding award, then the claimant may elect binding arbitration or request that the UGL Trust forward the authorization to commence litigation.

#### IV. GENERAL ADR PROCEDURES GOVERNING NON-BINDING ARBITRATION AND BINDING ARBITRATION

##### A. *ADR Submissions*

The claimant's submissions will be reviewed by the Private Adjudication Coordinator before they are submitted to the pro bono evaluator, mediator, or arbitrator. If they contain materials not previously submitted in support of the claim, then the UGL Trust's claims processor will review the additional information and determine the effect, if any, it would have on the UGL 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 sign the Demand and Agreement for ADR. 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 proceedings even if the claims are related and/or the claimants have the same counsel. Each claimant must proceed individually through the ADR proceedings with all claims that the claimant may have or represent. This provision is intended to separate claims of different exposed persons and has no effect upon multiple claims brought by a claimant's representative, such as heirs of a deceased worker. However, the UGL Trust, in its sole discretion, may decide that it would be expeditious to conduct an ADR proceeding with respect to more than one claim, provided that the pro bono evaluator, mediator 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 UGL Trust's FIFO Processing and Payment Queues are maintained.

##### C. *No Ex Parte Communication*

There shall be no *ex parte* communication between the pro bono evaluator or arbitrator and any counsel or party on 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 as permitted in the TDP.

***E. Costs of ADR***

**1. ADR Expense**

The UGL Trust will pay the reasonable out-of-pocket expenses of the pro bono evaluator. The pro bono evaluator is a volunteer and thus no fee will be incurred. In all mediations, each of the UGL Trust and the claimant will be responsible for one-half (1/2) of the fees and costs of the mediator.

In all arbitrations, the losing party will be responsible for paying the fees and costs of the arbitrator. The fees of the arbitrator shall be capped at \$4,000 per claim, provided, however, that the UGL Trust shall in its discretion allow a higher arbitrator's fee under appropriate circumstances.

If the mediator or arbitrator requires payment in advance of the mediation conference or arbitration hearing, each party shall pay one-half (1/2) of the fees and costs that are due, directly to the mediator or arbitrator, as applicable, before such mediation conference or arbitration hearing will proceed. If the claimant wins in the arbitration, the Trust will promptly reimburse the claimant for the fees and costs of the arbitrator that were paid in advance by the claimant. If the Trust wins in the arbitration, the claimant will promptly reimburse the Trust for any fees and costs of the arbitrator that were paid in advance by the Trust. Failure of the claimant to make payment in the time and manner required by the mediator or arbitrator will be treated as failure to comply with the ADR deadlines set forth in these ADR procedures. Promptly after a claimant fails to comply with making advance payment by a specified deadline, the mediator or arbitrator, as applicable, will send the claimant written notice of the failure to comply and copy the Trust on such notice. If the claimant does not make advance payment to the mediator or arbitrator then thirty (30) days after the missed deadline the claim will be deemed withdrawn under Section 6.3 of the TDP and is no longer eligible for the Trust's ADR process. If a claim is deemed withdrawn pursuant to the foregoing sentence, the claimant will remain liable for payment of any amounts owing to the mediator, arbitrator and/or Trust. Claimants will pay their costs and attorney fees. To the extent any discovery is conducted as provided for under Section III.G above, each party shall bear its own costs related thereto.

**2. ADR Deposit**

To initiate the Trust's ADR process, the claimant must pay a deposit of

\$3,000.00 when submitting the written Demand and Agreement for ADR to the Private Adjudication Coordinator. At the conclusion of the arbitration after the arbitrator has issued a decision, the deposit shall be refunded to the claimant if the claimant prevails in arbitration and mediation was waived. If the claimant was the losing party in the arbitration and there remain outstanding amounts owing by the claimant, the deposit shall be applied to pay such outstanding amounts and the funds remaining in the deposit after making such payment(s), if any, shall be refunded to the claimant.

***F. Waiver of Objection to Rules Infraction***

Either party who continues with the pro bono evaluation, mediation, 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, mediator or arbitrator, shall be deemed to have waived the right to object. A timely objection by a claimant or the UGL Trust must be stated in writing and sent to the other party and to the Private Adjudication Coordinator with instructions to forward the objection to the pro bono evaluator, mediator or 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 ADR 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 facsimile transmission, if a copy of the transmitted papers is mailed addressed to the party or their attorney at their last known address within twenty-four (24) hours of the facsimile transmission;
3. By electronic mail; or,
4. By personal service, within or without the jurisdiction where the ADR proceeding 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 courier shall be deemed received on the next business day after mailing.

2. Documents sent via facsimile transmission or electronic mail prior to 6:00 p.m. ET shall be deemed received on the business day that the transmission is sent.

***I. Exclusion of Liability***

The Private Adjudication Coordinator, pro bono evaluator, mediator, and arbitrator shall not be liable to any party for any act or omission in connection with any evaluation conducted under these rules.

***J. Application of ADR Procedures***

These ADR Procedures shall be deemed a part of, and incorporated by reference in, every duly executed ADR process under the TDP and shall be binding on all parties.

***K. Arbitrator Immunity***

Pro bono evaluators, mediators, and 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 Bankruptcy Court for the Middle District of Pennsylvania (“***Bankruptcy Court***”).

***M. Statement of Confidentiality***

1. All ADR proceedings and information relating to the proceedings will be confidential. Except as provided in III.E above in the situation where the claimant or the UGL Trust elects to share the pro bono evaluator’s written evaluation or the mediator’s final settlement proposal and written evaluation, if any, with the arbitrator, neither party shall disclose the information obtained during the proceedings, nor the valuation placed on the case and any reasoning supporting such valuation by a pro bono evaluator, mediator or arbitrator to anyone or use such information or valuation in any further proceeding except as necessary to maintain the UGL Trust’s obligation to report to the Bankruptcy Court and to provide ongoing evaluation by the UGL Trust. Except for documents prepared by a non-party which are introduced as evidence before a mediator or an arbitrator, and except as otherwise provided in III.E above, any document prepared by another party, attorney or other participant in anticipation of the ADR is privileged and shall not be disclosed to any court or arbitrator or construed for any purpose as an admission against interest.

2. All ADR proceedings shall be deemed a settlement conference pursuant to Rule 408 of the Federal Rules of Evidence. Except by agreement of the parties or as otherwise provided in III.E above, the parties will not introduce into evidence in any other proceedings the fact that there was an ADR proceeding, 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 or to enforce the binding arbitration award. No pro bono evaluator, mediator 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 of the UGL Trust, with the consent of the TAC and the FCR, will be binding on all parties in the form in which they are in force on the date the claimant signs the Demand and Agreement for ADR.

***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 by the pro bono evaluator, mediator or arbitrator for cause shown. 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, mediator or arbitrator.

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. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the UGL 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 under Section 6.3 of the TDP and is no longer eligible for the UGL Trust's ADR process.

**UNITED GILSONITE LABORATORIES ASBESTOS PERSONAL INJURY TRUST  
DEMAND AND AGREEMENT FOR ADR**

Name of Claimant			Name of Representative (if known)		
Address			Name of Firm (if applicable)		
			Representative's Address		
City	State	Zip Code	City	State	Zip Code
Phone No.			Phone No.		
E-mail Address:			E-mail Address:		
Social Security No. (last four digits)			Claim Number:		
The Claimant Elects (Check one):					
<input type="checkbox"/> <input type="checkbox"/> Pro Bono Evaluation		<input type="checkbox"/> <input type="checkbox"/> Mediation		<input type="checkbox"/> <input type="checkbox"/> Waiver of Pro Bono Evaluation and Mediation	
For pro bono evaluation, unless the line below is initialed, the undersigned waives anonymity of the claimant in the pro bono evaluation of this claim. The United Gilsonite Laboratories Asbestos Personal Injury Trust (the "Trust") encourages leaving this line blank and waiving anonymity so that medical records may be transmitted in their original form. _____					
The Claimant Elects (Check one):					
<input type="checkbox"/> <input type="checkbox"/> Binding Arbitration			<input type="checkbox"/> <input type="checkbox"/> Non-binding Arbitration		

I, \_\_\_\_\_ (insert name) (“Claimant”) who has filed a proof of claim with the Trust, hereby submit this Demand and Agreement for ADR to the Trust demanding arbitration of the claim, as provided by Section 5.8 of the First Amended United Gilsonite Laboratories Asbestos Personal Injury Trust Distribution Procedures (as may be amended from time to time, the “TDP”). I confirm that I have received a copy of the Trust’s Alternative Dispute Resolution (ADR) Procedures (the “ADR Procedures”), which are deemed a part of and incorporated into this Demand and Agreement for ADR. I understand that the ADR Procedures will govern the pro bono evaluation, mediation, and binding or non-binding arbitration and agree to abide by the ADR Procedures. I UNDERSTAND THAT THE ADR PROCEDURES PROVIDE THAT IN ALL ARBITRATIONS THE LOSING PARTY SHALL BE RESPONSIBLE FOR PAYING THE FEES AND COSTS OF THE ARBITRATOR, AND THAT IN ALL MEDIATIONS EACH OF THE TRUST AND THE CLAIMANT WILL BE RESPONSIBLE FOR ADVANCE PAYMENT OF ONE-HALF (1/2) OF THE FEES AND COSTS OF THE MEDIATOR. I FURTHER UNDERSTAND THAT IF I SELECT BINDING ARBITRATION, 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.

The Claimant understands that the Trust has adopted procedures for pro bono evaluation and mediation as an alternative dispute resolution mechanism for use prior to arbitration. The Claimant may elect to submit to either pro bono evaluation or mediation, or the Claimant may waive the option and proceed directly to arbitration. The Claimant elects pro bono evaluation or mediation by checking the appropriate box above. If pro bono evaluation or mediation does not result in settlement of the claim, the Claimant retains the right to arbitration. Whether or not the Claimant elects to submit to pro bono evaluation or mediation or waives submission to both, the Claimant must elect binding or non-binding arbitration when submitting this Demand and Agreement for ADR.

Respectfully submitted,

\_\_\_\_\_  
Signed by Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed by Attorney for Claimant

\_\_\_\_\_  
Date

This Demand and Agreement for ADR may be mailed, faxed, or e-mailed to the Private Adjudication Coordinator at the below address. In addition, to initiate the Trust’s ADR process, the claimant must pay a deposit of \$3,000.00, payable by check made out to the “United Gilsonite Laboratories Asbestos Personal Injury Trust” and mailed to the Private Adjudication Coordinator at the below address. See Art. IV.E. of the ADR Procedures regarding costs of ADR.

Claims Processing Facility, Inc.  
Attn: Bambi Leonard, Private Adjudication Coordinator for the  
United Gilsonite Laboratories Asbestos Personal Injury Trust  
East West Corporate Center  
1171 W. Diehl Road, Suite 220  
Naperville, Illinois 60563  
FAX: (630) 281-6800  
E-Mail: [bambi.leonard@cpf-inc.com](mailto:bambi.leonard@cpf-inc.com)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT OF COMPLETENESS**

I, \_\_\_\_\_, as the person [or legal representative of the person] who has filed a claim against the United Gilsonite Laboratories Asbestos Personal Injury Trust (the “*UGL Trust*” or the “*Trust*”), being duly sworn, depose and say:

I verify that all information with respect to my Trust Claim that will be considered in the Alternative Dispute Resolution (“*ADR*”) process has been previously provided to the UGL Trust and that

I have furnished all information which I wish to be considered in the valuation of claim number \_\_\_\_\_, except to the extent that other evidence may be admitted pursuant to Section III.K.3.b of the Trust’s ADR Procedures.

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 \_\_\_\_\_, \_\_\_\_\_.

**CERTIFICATE OF ACCURACY**

I, \_\_\_\_\_, on behalf of the United Gilsonite Laboratories Asbestos Personal Injury Trust, certify:

Attached to this certification is, to the best of my knowledge, a true and accurate copy of the complete claim file for Claim No. \_\_\_\_\_, including all exhibits and documents submitted by the claimant in support thereof, except that with respect to the claim file submitted by a claimant requesting pro bono evaluation, the name of claimant's counsel and, if requested in writing by the claimant, the name of the claimant, has been redacted.

\_\_\_\_\_  
United Gilsonite Laboratories Asbestos Personal  
Injury Trust counsel

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

**Exhibit F**

Release

**NOTE: THIS RELEASE IS FOR USE BY CLAIMANTS WHERE SOME OR ALL EXPOSURE TO DEBTOR'S ASBESTOS-CONTAINING PRODUCTS OCCURRED ON OR AFTER DECEMBER 5, 1980**

**UNITED GILSONITE LABORATORIES 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.

**Injured Party's Name:** \_\_\_\_\_

**Injured Party's Social Security Number:** \_\_\_\_\_

**Law Firm (if represented by counsel):** \_\_\_\_\_

**If the Injured Party or Official Representative filed a lawsuit against United Gilsonite Laboratories for asbestos-related injuries and the Injured Party's spouse is a party to the lawsuit, please provide the following additional information:**

**Name of Injured Party's Spouse:** \_\_\_\_\_

**Liquidated Value of Claim:** \$ \_\_\_\_\_ (subject to the Payment Percentage described in paragraph 9 of this Release and Indemnity Agreement)

All capitalized terms not defined herein shall have the respective meanings ascribed to them in either the Modified First Amended Plan of Reorganization of United Gilsonite Laboratories Under Chapter 11 of the Bankruptcy Code (the "Plan") confirmed in Case No. 5:11-bk-02032 by the United States Bankruptcy Court for the Middle District of Pennsylvania on December 8, 2014, or the First Amended United Gilsonite Laboratories Asbestos Personal Injury Trust Distribution Procedures, as may be amended from time to time, (the "TDP") adopted pursuant to the Plan.

WHEREAS, the undersigned, who is either the "Injured Party" or the/an "Official Representative" (either being referred to herein as the "Claimant"), has filed a claim (the "Claim") with the United Gilsonite Laboratories Asbestos Personal Injury Trust (the "Trust") pursuant to the TDP established in *In Re: United Gilsonite Laboratories*, Case No. 5:11-bk-02032, and such Claim asserts a Trust Claim for which United Gilsonite Laboratories (the "Debtor") is alleged to have legal responsibility; and

WHEREAS, the Claimant has agreed to settle and compromise the Injured Party's Claim, for and in consideration of the allowance of the Claim by the Trust and its payment pursuant to the TDP in accordance with the terms set forth therein and herein.

NOW, THEREFORE, the Claimant hereby agrees as follows:

1. On behalf of the Injured Party, the Injured Party's estate, the Injured Party's heirs and/or anyone else claiming rights through the Injured Party, now and in the future, the Claimant hereby fully and finally RELEASES, ACQUITS, and FOREVER DISCHARGES the Trust, the Trust Advisory Committee, the Future Claimants' Representative, the Debtor, the Debtor's Estate and the Reorganized Debtor, and their respective settlors, trustors, trustees, directors, officers, agents, consultants, financial advisors, servants, employees, attorneys, heirs, executors, and any Asbestos Protected Party, and any Settling Insurer (collectively "Releasees"), solely in their capacity as such, from any and all Trust Claims (and any claims related thereto), except as expressly provided herein.

2. Notwithstanding the paragraph immediately above or anything to the contrary contained herein, if the Claim involves a non-malignant asbestos-related disease (Disease Levels II-IV under the TDP), the Injured Party may file a new Trust Claim against the Trust for a malignant disease (Disease Levels V-VIII under the TDP) that is diagnosed after the date of payment by the Trust on the Claimant's original Claim.

3. The Claimant expressly covenants and agrees forever to refrain from bringing any suit or proceeding at law or in equity, against the Releasees with respect to any Trust Claim released herein.

4. Except as expressly provided herein, the Claimant intends this Release and Indemnity Agreement to be as broad and comprehensive as possible so that the Releasees shall never be liable, directly or indirectly, to the Injured Party or the Injured Party's heirs, legal representatives, successors or assigns, or any other person or entity claiming by, through, under or on behalf of the Injured Party, for or on account of any Trust Claim, whether the same is now known or unknown or may now be latent or may in the future appear to develop, including all spousal claims for the Injured Party's claims. If the Claimant is an Official Representative, the Claimant represents and warrants that the Claimant has all requisite legal authority to act for, bind and accept payment on behalf of the Injured Party and all heirs of the Injured Party on account of any Trust Claim against the Trust and hereby agrees to indemnify and hold harmless, to the extent of payment hereunder, excluding attorney's fees and costs, the Releasees from any loss, cost, damage or expense arising out of or in connection with the rightful claim of any other Entity to payments with respect to the Injured Party's Trust Claim against the Trust.

5. This Release and Indemnity Agreement is not intended to bar any cause of action, right, lien or claim that the Claimant may have against any alleged tortfeasor, or any other person or entity, not specifically named herein. The Claimant hereby expressly reserves all his or her rights against such persons or entities. This Release and Indemnity Agreement is not intended to release or discharge any Trust Claim or potential Trust Claim that the Injured Party's heirs (if any), spouse (if any), the Official Representative (if any) or the Official Representative's heirs (if any) (other than the Injured Party) may have as a result of their own exposure to asbestos or asbestos-containing products.

6. Claimant represents and warrants that all Valid Liens<sup>1</sup>, subrogation and reimbursement claims relating to benefits paid to or on account of the Injured Party in connection with, or relating to, the Trust Claim have been resolved or will be resolved from the net proceeds of the settlement payment to the Claimant under this Release and Indemnity Agreement or from other funds or proceeds to the extent permitted under applicable lien settlement agreements or under applicable law. It is further agreed and understood that no Releasee shall have any liability to the Claimant or any other person or entity in connection with such liens or reimbursement claims and that the Claimant will indemnify and hold the Releasees harmless, to the extent of payment hereunder, excluding attorney's fees and costs, from any and all liability arising from subrogation, indemnity, or contribution claims, or liens in connection therewith, related to the Trust Claim released herein and from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation or contract related to the Trust Claim released herein.

7. Upon request by the Trust, Claimant shall promptly provide the Trust with documentation evidencing Claimant's compliance with the certification made at the end of this Release and Indemnity Agreement. In addition, the Claimant consents to the Trust's disclosure of information concerning the Trust Claim as necessary for the Trust to comply with its MMSEA<sup>2</sup> reporting obligations, if any, the MMSEA reporting obligations of certain Settling Insurers pursuant to the respective Asbestos Insurance Settlement Agreements, and any MMSEA reporting obligations of the Debtor. Such disclosure may include providing information about the Trust Claim and payment of the Trust Claim, including (1) the names, contact information, and Social Security numbers or Tax Identification numbers of the Claimant and the Injured Party; (2) the Injured Party's asbestos-related disease, date of birth, and dates of exposure to asbestos; and (3) any other information needed to satisfy any obligations under MMSEA, to (a) the Centers for Medicare and Medicaid of the United States Department of Health and Human Services and/or any agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports under MMSEA, (b) any third party retained by the Trust to assist the Trust in complying with its MMSEA reporting obligations, if any, the MMSEA reporting obligations of certain Settling Insurers pursuant to the respective Asbestos Insurance Settlement Agreements, and any MMSEA reporting obligations of the Debtor, (c) any

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<sup>1</sup> A "Valid Lien" is a lien that is permitted by applicable law and with respect to which the lien holder has taken all steps necessary under the terms of the document creating the lien and under applicable law to perfect the lien.

<sup>2</sup> "MMSEA" means 42 U.S.C. §1395y(b)(8) and related statutes, rules, regulations, or guidance in connection with mandatory insurer reporting under the Medicare Secondary Payer statute, codified in 42 U.S.C. §1395y, *et seq.*, or relating thereto, including Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P. L. 110-173), or any other similar mandatory insurer or secondary payer statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or relating thereto.

Settling Insurer under the Plan pursuant to the terms of its respective Asbestos Insurance Settlement Agreements for which the Trust is obligated to act as a reporting agent, and (d) the Debtor to the extent the Trust acts as its reporting agent.

8. It is further agreed and understood that if the Claimant has filed a civil action against the Trust, the Claimant shall dismiss such civil action and obtain the entry of an Order of Dismissal with Prejudice with respect to any Trust Claim released herein no later than 30 days after the date hereof.

9. The Claimant understands that the Trust Claim released herein is being resolved by the Trust, and a liquidated value has been established for such Trust Claim. The Claimant acknowledges that, pursuant to the TDP, the Trust will only be able to pay the Claimant a percentage (the "Payment Percentage") of the liquidated value of such Trust Claim. The Payment Percentage applicable to the Trust Claim will be determined in the manner set forth in the TDP. The Claimant further acknowledges that the Payment Percentage is based on estimates that change over time, and that other claimants may have in the past received, or may in the future receive, a smaller or larger percentage of the value of their claims than the Claimant. The Claimant further acknowledges that, other than as specifically set forth in the TDP, the fact that earlier or later claimants may in the future be paid a smaller or larger percentage of the value of their claims shall not entitle the Claimant to any additional compensation from the Trust. Should the Payment Percentage be increased subsequent to the payment of the Trust Claim by the Trust, Claimant may be entitled to supplemental payments as provided in Section 4.3 of the TDP.

10. In the event of a verdict against others, any judgment entered on the verdict that takes into account the status of the Trust as a party legally responsible for a joint tortfeasor who is legally responsible for the Injured Party's injuries shall be reduced by no more than the total and actual amount paid as consideration for this Release and Indemnity Agreement or such lesser amount as allowed by law.

11. The Claimant understands, represents, and warrants that this Release and Indemnity Agreement is a compromise of a disputed claim and not an admission of liability by, or on the part of, the Releasees. Neither this Release and Indemnity Agreement, the compromise and settlement evidenced hereby, nor any evidence relating thereto, will ever be admissible as evidence against the Trust in any suit, claim, or proceeding of any nature except to enforce this Release and Indemnity Agreement. However, this Release and Indemnity Agreement is and may be asserted by the Releasees as an absolute and final bar to any claim or proceeding now pending or hereafter brought by or on behalf of the Injured Party with respect to the Trust Claim released herein, except as expressly provided herein.

12. The Claimant (a) represents that no judgment debtor has satisfied in full the Trust's liability with respect to the Injured Party's Trust Claim as the result of a judgment entered in the tort system, and (b) upon information and belief, represents that the Claimant has not entered into a release (other than this Release and Indemnity Agreement) that discharges or releases the Trust's liability to the Claimant with respect to the Injured Party's Trust Claim.

13. The Claimant represents that he or she understands that this Release and Indemnity Agreement constitutes a final and complete release of the Releasees with respect to the Injured Party's Trust Claim, except as expressly provided herein. The Claimant has relied solely upon his or her own knowledge and information, and the advice of his or her attorneys (if any), as to the nature, extent and duration of the Injured Party's injuries, damages, and legal rights, as well as the alleged liability of the Trust and the legal consequences of this Release and Indemnity Agreement, and not on any statement or representation made by or on behalf of the Trust.

14. This Release and Indemnity Agreement and the TDP contain the entire agreement between the parties and supersede all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof between or among any of the parties hereto, including, without limitation, any prior agreements or understandings with respect to the liquidation of the Trust Claim.

15. This Release and Indemnity Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law thereof and shall be binding on the Claimant, the Injured Party and his or her heirs, legal representatives, successors and assigns.

16. TO THE EXTENT APPLICABLE, THE CLAIMANT HEREBY WAIVES ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND ANY SIMILAR LAWS OF ANY OTHER STATE. CALIFORNIA CIVIL CODE SECTION 1542 STATES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

THE CLAIMANT UNDERSTANDS AND ACKNOWLEDGES THAT BECAUSE OF THE CLAIMANT'S WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, EVEN IF THE INJURED PARTY SHOULD EVENTUALLY SUFFER ADDITIONAL DAMAGES, THE INJURED PARTY WILL NOT BE ABLE TO MAKE ANY CLAIM AGAINST THE RELEASEES FOR THOSE DAMAGES, EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE CLAIMANT ACKNOWLEDGES THAT HE OR SHE INTENDS THESE CONSEQUENCES.

17. If the Claimant's counsel directed Claims Processing Facility, Inc. ("CPF") to transmit to the Trust any information from CPF for purposes of settling the Claim, the Claimant acknowledges that the Claimant consented to the disclosure, transfer and/or exchange of information related to the Claim (including medical information) between the Trust and CPF in connection with CPF's processing of the Trust Claim.

18. The Claimant authorizes payment pursuant to Paragraph 9 to the Claimant or the Claimant's counsel, as trustee for the Claimant.

19. This Release and Indemnity Agreement is effective upon the Trust's receipt of the properly executed Release and Indemnity Agreement from Claimant. The Claimant acknowledges that the Trust's obligation to pay the Claimant is not triggered until the Trust receives the properly executed Release and Indemnity Agreement from Claimant.

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CERTIFICATION

I state that I have carefully read the foregoing Release and Indemnity Agreement, that I am of legal age, with no mental disability of any kind, and I know the contents of the foregoing Release and Indemnity Agreement, and I sign the same as my own free act. I additionally certify, under penalty of perjury, that the information that has been provided by my attorneys, which I understand comes from information provided by me, to support the Claim is true according to my knowledge, information, and belief, and further that I have the authority as the Claimant to sign this Release and Indemnity Agreement.

I further represent and certify to the Trust that, in connection with, or relating to the Claim, I have or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y et seq., or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or amendments thereto ("MSP"), including Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued or amendments or amendatory statutes passed in connection therewith.

The undersigned hereby declares under penalty of perjury, pursuant to 28 U.S.C. § 1746 and applicable state law, that the foregoing is true and correct.

I am: \_\_\_\_\_ the Injured Party  
\_\_\_\_\_ the Official Representative of the Injured Party, the Injured Party's Estate, or the Injured Party's Heirs

EXECUTED this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of the Claimant

Name of the Claimant: \_\_\_\_\_ SSN: \_\_\_\_\_

**NOTE: THIS RELEASE IS FOR USE BY CLAIMANTS WHERE ALL EXPOSURE TO DEBTOR'S ASBESTOS-CONTAINING PRODUCTS OCCURRED AND CEASED PRIOR TO DECEMBER 5, 1980**

**UNITED GILSONITE LABORATORIES 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.

**Injured Party's Name:** \_\_\_\_\_

**Injured Party's Social Security Number:** \_\_\_\_\_

**Law Firm (if represented by counsel):** \_\_\_\_\_

**If the Injured Party or Official Representative filed a lawsuit against United Gilsonite Laboratories for asbestos-related injuries and the Injured Party's spouse is a party to the lawsuit, please provide the following additional information:**

**Name of Injured Party's Spouse:** \_\_\_\_\_

**Liquidated Value of Claim:** \$ \_\_\_\_\_ (subject to the Payment Percentage described in paragraph 9 of this Release and Indemnity Agreement)

All capitalized terms not defined herein shall have the respective meanings ascribed to them in either the Modified First Amended Plan of Reorganization of United Gilsonite Laboratories Under Chapter 11 of the Bankruptcy Code (the "Plan") confirmed in Case No. 5:11-bk-02032 by the United States Bankruptcy Court for the Middle District of Pennsylvania on December 8, 2014, or the First Amended United Gilsonite Laboratories Asbestos Personal Injury Trust Distribution Procedures, as may be amended from time to time, (the "TDP") adopted pursuant to the Plan.

WHEREAS, the undersigned, who is either the "Injured Party" or the/an "Official Representative" (either being referred to herein as the "Claimant"), has filed a claim (the "Claim") with the United Gilsonite Laboratories Asbestos Personal Injury Trust (the "Trust") pursuant to the TDP established in *In Re: United Gilsonite Laboratories*, Case No. 5:11-bk-02032, and such Claim asserts a Trust Claim arising out of alleged exposure to asbestos-containing products of or for which United Gilsonite Laboratories (the "Debtor") has liability and/or conduct that exposed the Injured Party to an asbestos-containing product, for which the Debtor otherwise has legal responsibility. All of the Injured Party's exposure for which the Debtor is alleged to have liability occurred and ceased prior to December 5, 1980; and

WHEREAS, to the extent a lawsuit was filed against the Debtor, the Claimant did not plead or intend to plead any allegations of exposure occurring on or after December 5, 1980, to asbestos-containing products of or for which the Debtor has liability and/or conduct that exposed the Injured Party to an asbestos-containing product, for which the Debtor otherwise has legal responsibility; and

WHEREAS, the Claimant has agreed to settle and compromise the Injured Party's Claim, for and in consideration of the allowance of the Claim by the Trust and its payment pursuant to the TDP in accordance with the terms set forth therein and herein.

NOW, THEREFORE, the Claimant hereby agrees as follows:

1. On behalf of the Injured Party, the Injured Party's estate, the Injured Party's heirs and/or anyone else claiming rights through the Injured Party, now and in the future, the Claimant hereby fully and finally RELEASES, ACQUITS, and FOREVER DISCHARGES the Trust, the Trust Advisory Committee, the Future Claimants' Representative, the Debtor, the Debtor's Estate and the Reorganized Debtor, and their respective settlors, trustors, trustees, directors, officers, agents, consultants, financial advisors,

servants, employees, attorneys, heirs, executors, and any Asbestos Protected Party, and any Settling Insurer (collectively “Releasees”), solely in their capacity as such, from any and all Trust Claims (and any claims related thereto), except as expressly provided herein. The Claimant understands and intends that this Release and Indemnity Agreement releases all claims that exist or could be brought against the Releasees, including any and all claims based on alleged exposure to asbestos-containing products of or for which the Debtor has liability and/or conduct that exposed the Injured Party to an asbestos-containing product, for which the Debtor otherwise has legal responsibility, and that this broad, general release does not create liability where none otherwise exists.

2. Notwithstanding the paragraph immediately above or anything to the contrary contained herein, if the Claim involves a non-malignant asbestos-related disease (Disease Levels II–IV under the TDP), the Injured Party may file a new Trust Claim against the Trust for a malignant disease (Disease Levels V–VIII under the TDP) that is diagnosed after the date of payment by the Trust on the Claimant's original Claim.

3. The Claimant expressly covenants and agrees forever to refrain from bringing any suit or proceeding at law or in equity, against the Releasees with respect to any Trust Claim released herein.

4. Except as expressly provided herein, the Claimant intends this Release and Indemnity Agreement to be as broad and comprehensive as possible so that the Releasees shall never be liable, directly or indirectly, to the Injured Party or the Injured Party's heirs, legal representatives, successors or assigns, or any other person or entity claiming by, through, under or on behalf of the Injured Party, for or on account of any Trust Claim, whether the same is now known or unknown or may now be latent or may in the future appear to develop, including all spousal claims for the Injured Party's claims. If the Claimant is an Official Representative, the Claimant represents and warrants that the Claimant has all requisite legal authority to act for, bind and accept payment on behalf of the Injured Party and all heirs of the Injured Party on account of any Trust Claim against the Trust and hereby agrees to indemnify and hold harmless, to the extent of payment hereunder, excluding attorney's fees and costs, the Releasees from any loss, cost, damage or expense arising out of or in connection with the rightful claim of any other Entity to payments with respect to the Injured Party's Trust Claim against the Trust.

5. This Release and Indemnity Agreement is not intended to bar any cause of action, right, lien or claim that the Claimant may have against any alleged tortfeasor, or any other person or entity, not specifically named herein. The Claimant hereby expressly reserves all his or her rights against such persons or entities. This Release and Indemnity Agreement is not intended to release or discharge any Trust Claim or potential Trust Claim that the Injured Party's heirs (if any), spouse (if any), the Official Representative (if any) or the Official Representative's heirs (if any) (other than the Injured Party) may have as a result of their own exposure to asbestos or asbestos-containing products.

6. Claimant represents and warrants that all Valid Liens<sup>1</sup>, subrogation and reimbursement claims relating to benefits paid to or on account of the Injured Party in connection with, or relating to, the Trust Claim have been resolved or will be resolved from the net proceeds of the settlement payment to the Claimant under this Release and Indemnity Agreement or from other funds or proceeds to the extent permitted under applicable lien settlement agreements or under applicable law. It is further agreed and understood that no Releasee shall have any liability to the Claimant or any other person or entity in connection with such liens or reimbursement claims and that the Claimant will indemnify and hold the Releasees harmless, to the extent of payment hereunder, excluding attorney's fees and costs, from any and all liability arising from subrogation, indemnity, or contribution claims, or liens in connection therewith, related to the Trust Claim released herein and from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation or contract related to the Trust Claim released herein.

7. Upon request by the Trust, Claimant shall promptly provide the Trust with documentation evidencing Claimant's compliance with the certification made at the end of this Release and Indemnity Agreement. In addition, the Claimant consents to the Trust's disclosure of information concerning the Trust Claim as necessary for the Trust to comply with its MMSEA<sup>2</sup> reporting

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<sup>1</sup> A “Valid Lien” is a lien that is permitted by applicable law and with respect to which the lien holder has taken all steps necessary under the terms of the document creating the lien and under applicable law to perfect the lien.

<sup>2</sup> “MMSEA” means 42 U.S.C. §1395y(b)(8) and related statutes, rules, regulations, or guidance in connection with mandatory insurer reporting under the Medicare Secondary Payer statute, codified in 42 U.S.C. §1395y *et seq.*, or relating thereto, including Section 111

obligations, if any, the MMSEA reporting obligations of certain Settling Insurers pursuant to the respective Asbestos Insurance Settlement Agreements, and any MMSEA reporting obligations of the Debtor. Such disclosure may include providing information about the Trust Claim and payment of the Trust Claim, including (1) the names, contact information, and Social Security numbers or Tax Identification numbers of the Claimant and the Injured Party; (2) the Injured Party's asbestos-related disease, date of birth, and dates of exposure to asbestos; and (3) any other information needed to satisfy any obligations under MMSEA, to (a) the Centers for Medicare and Medicaid of the United States Department of Health and Human Services and/or any agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports under MMSEA, (b) any third party retained by the Trust to assist the Trust in complying with its MMSEA reporting obligations, if any, the MMSEA reporting obligations of certain Settling Insurers pursuant to the respective Asbestos Insurance Settlement Agreements, and any MMSEA reporting obligations of the Debtor, (c) any Settling Insurer under the Plan pursuant to the terms of its respective Asbestos Insurance Settlement Agreements for which the Trust is obligated to act as a reporting agent, and (d) the Debtor to the extent the Trust acts as its reporting agent.

8. It is further agreed and understood that if the Claimant has filed a civil action against the Trust, the Claimant shall dismiss such civil action and obtain the entry of an Order of Dismissal with Prejudice with respect to any Trust Claim released herein no later than 30 days after the date hereof.

9. The Claimant understands that the Trust Claim released herein is being resolved by the Trust, and a liquidated value has been established for such Trust Claim. The Claimant acknowledges that, pursuant to the TDP, the Trust will only be able to pay the Claimant a percentage (the "Payment Percentage") of the liquidated value of such Trust Claim. The Payment Percentage applicable to the Trust Claim will be determined in the manner set forth in the TDP. The Claimant further acknowledges that the Payment Percentage is based on estimates that change over time, and that other claimants may have in the past received, or may in the future receive, a smaller or larger percentage of the value of their claims than the Claimant. The Claimant further acknowledges that, other than as specifically set forth in the TDP, the fact that earlier or later claimants may in the future be paid a smaller or larger percentage of the value of their claims shall not entitle the Claimant to any additional compensation from the Trust. Should the Payment Percentage be increased subsequent to the payment of the Trust Claim by the Trust, Claimant may be entitled to supplemental payments as provided in Section 4.3 of the TDP.

10. In the event of a verdict against others, any judgment entered on the verdict that takes into account the status of the Trust as a party legally responsible for a joint tortfeasor who is legally responsible for the Injured Party's injuries shall be reduced by no more than the total and actual amount paid as consideration for this Release and Indemnity Agreement or such lesser amount as allowed by law.

11. The Claimant understands, represents, and warrants that this Release and Indemnity Agreement is a compromise of a disputed claim and not an admission of liability by, or on the part of, the Releasees. Neither this Release and Indemnity Agreement, the compromise and settlement evidenced hereby, nor any evidence relating thereto, will ever be admissible as evidence against the Trust in any suit, claim, or proceeding of any nature except to enforce this Release and Indemnity Agreement. However, this Release and Indemnity Agreement is and may be asserted by the Releasees as an absolute and final bar to any claim or proceeding now pending or hereafter brought by or on behalf of the Injured Party with respect to the Trust Claim released herein, except as expressly provided herein.

12. The Claimant (a) represents that no judgment debtor has satisfied in full the Trust's liability with respect to the Injured Party's Trust Claim as the result of a judgment entered in the tort system, and (b) upon information and belief, represents that the Claimant has not entered into a release (other than this Release and Indemnity Agreement) that discharges or releases the Trust's liability to the Claimant with respect to the Injured Party's Trust Claim.

13. THE CLAIMANT REPRESENTS AND WARRANTS THAT ALL EXPOSURE TO ASBESTOS-CONTAINING PRODUCTS OF OR FOR WHICH THE DEBTOR HAS LIABILITY AND/OR CONDUCT THAT EXPOSED THE INJURED PARTY TO AN ASBESTOS-CONTAINING PRODUCT FOR WHICH THE DEBTOR OTHERWISE HAS

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of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P. L. 110-173), or any other similar mandatory insurer reporting or secondary payer statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or relating thereto.

LEGAL RESPONSIBILITY OCCURRED AND CEASED PRIOR TO DECEMBER 5, 1980 AND MAKES NO CLAIM FOR EXPOSURE AFTER THIS DATE. THE CLAIMANT UNDERSTANDS THAT THE TRUST HAS RELIED ON THESE STATEMENTS TO CONCLUDE THAT NO REPORTING OR REIMBURSEMENT OBLIGATIONS EXIST UNDER THE MEANING OF THE MEDICARE SECONDARY PAYER ACT.<sup>3</sup>

14. The Claimant represents that he or she understands that this Release and Indemnity Agreement constitutes a final and complete release of the Releasees with respect to the Injured Party's Trust Claim, except as expressly provided herein. The Claimant has relied solely upon his or her own knowledge and information, and the advice of his or her attorneys (if any), as to the nature, extent and duration of the Injured Party's injuries, damages, and legal rights, as well as the alleged liability of the Trust and the legal consequences of this Release and Indemnity Agreement, and not on any statement or representation made by or on behalf of the Trust.

15. This Release and Indemnity Agreement and the TDP contain the entire agreement between the parties and supersede all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof between or among any of the parties hereto, including, without limitation, any prior agreements or understandings with respect to the liquidation of the Trust Claim.

16. This Release and Indemnity Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law thereof and shall be binding on the Claimant, the Injured Party and his or her heirs, legal representatives, successors and assigns.

17. TO THE EXTENT APPLICABLE, THE CLAIMANT HEREBY WAIVES ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND ANY SIMILAR LAWS OF ANY OTHER STATE. CALIFORNIA CIVIL CODE SECTION 1542 STATES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

THE CLAIMANT UNDERSTANDS AND ACKNOWLEDGES THAT BECAUSE OF THE CLAIMANT'S WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, EVEN IF THE INJURED PARTY SHOULD EVENTUALLY SUFFER ADDITIONAL DAMAGES, THE INJURED PARTY WILL NOT BE ABLE TO MAKE ANY CLAIM AGAINST THE RELEASEES FOR THOSE DAMAGES, EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE CLAIMANT ACKNOWLEDGES THAT HE OR SHE INTENDS THESE CONSEQUENCES.

18. If the Claimant's counsel directed Claims Processing Facility, Inc. ("CPF") to transmit to the Trust any information from CPF for purposes of settling the Claim, the Claimant acknowledges that the Claimant consented to the disclosure, transfer and/or exchange of information related to the Claim (including medical information) between the Trust and CPF in connection with CPF's processing of the Trust Claim.

19. The Claimant authorizes payment pursuant to Paragraph 9 to the Claimant or the Claimant's counsel, as trustee for the Claimant.

20. This Release and Indemnity Agreement is effective upon the Trust's receipt of the properly executed Release and Indemnity Agreement from Claimant. The Claimant acknowledges that the Trust's obligation to pay the Claimant is not triggered until the Trust receives the properly executed Release and Indemnity Agreement from Claimant.

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<sup>3</sup> "Medicare Secondary Payer Act" means 42 U.S.C. §1395y *et seq.* and its' accompanying regulations under 42 C.F.R. 411 *et seq.* and all related statutes, rules, regulations, or guidance in connection therewith, or relating thereto, including Section 111 of the MMSEA or any other similar mandatory insurer reporting or secondary payer statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or relating thereto.

CERTIFICATION

I state that I have carefully read the foregoing Release and Indemnity Agreement, that I am of legal age, with no mental disability of any kind, and I know the contents of the foregoing Release and Indemnity Agreement, and I sign the same as my own free act. I additionally certify, under penalty of perjury, that the information that has been provided by my attorneys, which I understand comes from information provided by me, to support the Claim is true according to my knowledge, information, and belief, and further that I have the authority as the Claimant to sign this Release and Indemnity Agreement.

I further represent and certify to the Trust that, in connection with, or relating to the Claim, I have or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y et seq., or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or amendments thereto ("MSP"), including Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued or amendments or amendatory statutes passed in connection therewith, and I understand the Trust is relying on my statements to make payments as provided in and consistent with the terms of the TDP, especially as to my not claiming, alleging or pleading any facts indicating that asbestos-related exposure occurred on or after December 5, 1980.

The undersigned hereby declares under penalty of perjury, pursuant to 28 U.S.C. § 1746 and applicable state law, that the foregoing is true and correct.

I am: \_\_\_\_\_ the Injured Party  
          \_\_\_\_\_ the Official Representative of the Injured Party, the Injured Party's Estate, or the Injured Party's Heirs

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of the Claimant

Name of the Claimant: \_\_\_\_\_ SSN: \_\_\_\_\_

**Exhibit G**

Law Firm Registration Form

## United Gilsonite Laboratories Asbestos Personal Injury Trust Law Firm Registration Form

Please complete this form to register your law firm with the United Gilsonite Laboratories Asbestos Personal Injury Trust. Registration is required in order to obtain access to the Trust's Online Claims submission and reporting tools, and will also serve to expedite issuance of payments when funds are disbursed. If your firm will require more than one user account to access the online tools, the account for the Primary Administrative Contact listed below will be configured to permit the creation of additional user accounts.

Send the completed form via mail, email or fax as indicated below.

**Mail:** United Gilsonite Laboratories Asbestos Personal Injury Trust  
c/o Claims Processing Facility, Inc.  
East-West Corporate Center  
1771 West Diehl Road, Suite 220  
Naperville, Illinois 60563

**Email:** [ehelp@cpf-inc.com](mailto:ehelp@cpf-inc.com)

**Fax:** (630) 281-6800

<b>Law Firm Name and Address</b>			
Law Firm Name			
Street Address Line 1			
Street Address Line 2			
City		State	Zip+4
Main Telephone	Main Fax	Employer Identification Number	
<b>Primary Attorney Contact</b>			
Last Name	First Name	Middle Name	Suffix
Direct Dial	Fax	Email Address	
<b>Primary Administrative Contact</b>			
Last Name	First Name	Middle Name	Suffix
Direct Dial	Fax	Email Address	

**Exhibit H**

Notice of Completion of Individual Review

Notice Regarding Claim Filed as Exigent Claim

Notice of Completion of Individual Review

To: Name of Claimant  
Attorney Name  
Law Firm  
Address  
City, State Zip

Re: claimant's name, social security number, UGL claim file number

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

Please be advised that the United Gilsonite Laboratories Asbestos Personal Injury Trust (the "Trust") has completed its Individual Review of the Trust Claim filed by the above named claimant. The claimant has notified the Trust in writing that the claimant has not accepted the Trust's final offer to settle the Trust Claim and has no additional evidence or information to submit to the Trust in support of the Trust Claim. Individual Review has not resulted in an agreed liquidated claim. If Individual Review did not result in a consensual resolution of the claim because of an impasse between the Trust and the claimant over the value of the claim, then, in the event the claimants elects to proceed to arbitration of the amount of the liquidated value of the claim, the Trust's final offer is \$ \_\_\_\_\_ and the claimant's final demand is \$ \_\_\_\_\_. If the parties reached an impasse in Individual Review because of a disagreement over specific issue(s), then the claimant may elect to proceed to arbitration of the specific issue(s).

The claimant has thirty (30) days from the date of this notice to demand that the Trust Claim be submitted for alternative dispute resolution ("ADR"), including arbitration, pursuant to Section 5.8 of the United Gilsonite Laboratories Asbestos Personal Injury Trust Distribution Procedures (as amended, the "TDP").

To initiate the ADR process, the claimant must file a Demand for ADR. A form for Demand for ADR as well as the ADR Procedures are available at the Trust's webpage at [www.UGLTrust.com](http://www.UGLTrust.com).

/s/  
Claims Processing Facility, Inc.  
on behalf of the Trust

Notice Regarding Claim Filed as Exigent Claim

To: Claimant  
Attorney Name  
Law Firm  
Address  
City, State Zip

Re: claimant's name, social security number, UGL claim file number

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

Please be advised that the United Gilsonite Laboratories Asbestos Personal Injury Trust (the "Trust") has completed its review of the claim filed as an **[insert as appropriate: Exigent Health Claim/Exigent Hardship Claim]** (hereinafter referred to as an "Exigent Claim") by the above named claimant. The Trust has determined that the claim does not qualify for payment as an Exigent Claim pursuant to Section 5.3(b) of the United Gilsonite Laboratories Asbestos Personal Injury Trust Distribution Procedures (as may be amended from time to time, the "TDP"). Accordingly, the claim will not be processed by the Trust as an Exigent Claim.

While the claim does not qualify for payment as an Exigent Claim, it is still eligible for review and payment by the Trust in accordance with the TDP pursuant to the Expedited Review or Individual Review process. Please be advised that the claim will be returned to the FIFO Processing Queue (as that term is defined in the TDP), and the claim will be placed in the FIFO Processing Queue in the place the claim would have occupied had it not been filed as an Exigent Claim. The claim will be processed under either Expedited Review or Individual Review, at the claimant's option.

Please indicate the review process elected, below, and return this notice to the Trust by mail, facsimile, or e-mail at the address provided below. If the Trust has not received notice of the claimant's election within sixty (60) days of the date of this notice, the claim will be processed by the Trust under Expedited Review.

The claimant elects (check one):

- \_\_\_\_\_ Expedited Review  
 \_\_\_\_\_ Individual Review

/s/  
Claims Processing Facility, Inc.  
on behalf of the Trust

The notice of election may be mailed, faxed, or e-mailed to the Trust:

United Gilsonite Laboratories Asbestos Personal Injury Trust  
c/o Claims Processing Facility, Inc.  
East-West Corporate Center  
1771 West Diehl Road, Suite 220  
Naperville, Illinois 60563  
Facsimile: (630) 281-6800  
E-mail: [melanie.impastato@cpf-inc.com](mailto:melanie.impastato@cpf-inc.com)