

**ALTERNATIVE DISPUTE RESOLUTION PROCEDURES
OF THE CELOTEX ASBESTOS SETTLEMENT TRUST**

AMENDED EFFECTIVE NOVEMBER 8, 2010

Pursuant to Sections 7.8 and 7.10 of the Fourth Amended and Restated Asbestos Personal Injury Claims Resolution Procedures (the “**Claims Resolution Procedures**”), the Celotex Asbestos Settlement Trust (the “**Trust**”) has established alternative dispute resolution (“**ADR**”) procedures. The Trust hereby adopts the following amended ADR procedures effective for all ADR proceedings initiated on or after November 8, 2010. All capitalized terms not defined herein shall have the meanings ascribed to them in the Claims Resolution Procedures.

I. OVERVIEW

The Trust shall administer all ADR proceedings through its staff or through a Private Adjudication Coordinator appointed by the Trustees (the “**ADR Administrator**”). If the Trust rejects the claimant’s claim, or if a claimant rejects the Trust’s determination of his or her claim’s Liquidated Value after individualized review, negotiation, and reevaluation as provided in the Claims Resolution Procedures, then the claimant may initiate ADR proceedings. To do so, the claimant must submit a written request for ADR to the Trust.

Initiation of ADR:

Within twenty (20) days¹ of receipt of a claimant’s request for ADR, the Trust will send the claimant an ADR packet containing the following documents:

1. A copy of these ADR procedures;
2. Timeline of ADR Proceedings;
3. Form Affidavit of Completeness;
4. Election Form for Pro Bono Evaluation (for pro se claimants only);
5. Request for Executive Director Conference;
6. Election Form and Agreement to Submit to Binding Arbitration; and
7. Election Form and Agreement to Submit to Nonbinding Arbitration.

ADR Proceedings (Two Stages):

The ADR process includes two stages, in the following order:

Stage One – Pro bono evaluation (for pro se claimants only) or telephone conference with the Trust’s Executive Director.

Stage Two – Binding or nonbinding arbitration.

¹ All time limits set forth in these ADR procedures denote calendar days unless otherwise specified.

A claimant who wishes to proceed through the ADR process must engage in one of the Stage One options before proceeding to any form of arbitration. If a claimant proceeds to binding arbitration, the claimant and the Trust waive their respective rights to seek a jury trial in the tort system, as set forth in Section 7.10 of the Claims Resolution Procedures. Only after either party rejects a nonbinding arbitration award may a claimant file a lawsuit against the Trust in the tort system.

The ADR process may be pursued by claimants only on an individual basis. Claims of different claimants cannot be grouped together even if the claimants are represented by the same counsel.

These ADR procedures shall not be construed as imparting to any claimant any substantive or procedural rights beyond those conferred by the Claims Resolution Procedures.

II. ADR PROCEEDINGS SUMMARY

A. Pro Bono Evaluation or Telephone Conference with the Trust's Executive Director (Stage 1)

1. Pro Bono Evaluation (for pro se claimants only)

This ADR alternative consists of an evaluation of the claim by an individual selected from a list of pro bono evaluators consisting of asbestos litigation attorneys mutually agreed upon by the Trust Advisory Committee (the "TAC") and the Trustees. Within fifteen (15) days of the date that the Trust signs the Election Form for Pro Bono Evaluation, the ADR Administrator shall randomly select a pro bono evaluator from the approved list to conduct the evaluation.

Pro bono evaluations are conducted by document submissions. The identity of the pro bono evaluator shall not be disclosed to the claimant. The Trust encourages identification of the allegedly injured party so that medical records can be transmitted to the pro bono evaluator in their original form. Once the pro bono evaluator makes a decision regarding the claim, the ADR Administrator will provide the pro bono evaluator's written evaluation to the claimant. The parties will communicate their respective rejection or acceptance of the written evaluation. If either or both parties reject the pro bono evaluator's written evaluation, then the claimant may elect to initiate binding or nonbinding arbitration.

2. Telephone Conference with the Trust's Executive Director

This ADR alternative consists of a telephone conference with the Trust's Executive Director to discuss the historical settlement values of the claimant's law firm and the Trust's valuation of the claim under the Claims Resolution Procedures (the "**Executive Director Conference**"). The Executive Director Conference will be in the nature of a settlement conference. Should the

claimant's attorney participate in the Executive Director Conference without the claimant, the attorney must have settlement authority.

B. Binding and Nonbinding Arbitration

Upon completion of either a pro bono evaluation or an Executive Director Conference, the claimant may request binding or nonbinding arbitration. Within five (5) business days of receipt of the claimant's signed Election Form and Agreement to Submit to Binding or Nonbinding Arbitration, the Trust shall sign the election form and agreement chosen by the claimant. The Trust may not decline the claimant's election of either binding or nonbinding arbitration, but reserves all rights to reject any award in a nonbinding arbitration proceeding.

Binding arbitration will be conducted in a final-offer format (also known as "baseball-style" arbitration). If the parties agree to engage in binding arbitration, then the claimant and the Trust waive their respective rights to seek a jury trial as set forth in Section 7.10 of the Claims Resolution Procedures.

Regardless of whether a claim is arbitrated in the binding or nonbinding format, the arbitrator may never return an award greater than the Maximum Value for the category in which the claim falls in the Schedule of Asbestos-Related Disease Categories and Values set forth in Section 5.4(b) of the Claims Resolution Procedures, unless the Trust previously determined that the claim qualifies as an extraordinary claim under the Claims Resolution Procedures, in which case the arbitrator should be so notified. The Trust reserves the right to rescind a signed Election Form and Agreement to Submit to Binding Arbitration if the claimant's final offer exceeds the Maximum Value for the category in which the claim falls and the Trust has declined to give extraordinary treatment to the claim.

III. RULES GOVERNING PRO BONO EVALUATION AND EXECUTIVE DIRECTOR CONFERENCE

A. Pro Bono Evaluation

1. Election and Time Limits

If a pro se claimant chooses pro bono evaluation, then within ninety (90) days of the claimant's receipt of the ADR packet, the claimant must send to the Trust a signed Election Form for Pro Bono Evaluation (see Attachment A). The pro se claimant must also submit a signed Affidavit of Completeness (see Attachment E) within ninety (90) days of receipt of the ADR packet. The Affidavit of Completeness shall verify that all claimant information to be considered in the ADR process has been provided to the Trust, or is being provided with the Affidavit of Completeness. The claim will not proceed to ADR until the Trust has received a completed Election Form for Pro Bono Evaluation and Affidavit of Completeness from the pro se claimant.

Within five (5) business days of receipt, the Trust shall review and sign the Election Form for Pro Bono Evaluation and also execute an Affidavit of Accuracy (see Attachment F).

Within fifteen (15) days of the date that the Trust submits the Election Form for Pro Bono Evaluation and executes an Affidavit of Accuracy, the ADR Administrator shall send a copy of those forms to the claimant, as well as copies of all materials submitted to the Trust by the claimant. The ADR Administrator shall forward the same materials to the selected pro bono evaluator.

2. Selection of the Pro Bono Evaluator

Within fifteen (15) days of the date that the Trust signs the Election Form for Pro Bono Evaluation, the ADR Administrator shall randomly select a pro bono evaluator from the Trust's approved list of pro bono evaluators, and shall notify the claimant that the evaluator has been selected. The list of pro bono evaluators shall consist of asbestos litigation attorneys who have volunteered to serve the Trust at the request of the TAC.

The identity of the pro bono evaluator shall not be disclosed to the claimant. Although the claimant may choose to remain anonymous, the Trust encourages identification of the allegedly injured party so that medical records can be transmitted to the pro bono evaluator in their original form.

3. Submission of Written Arguments

Thirty (30) days after selection of the pro bono evaluator, the claimant and the Trust shall simultaneously exchange written arguments. The ADR Administrator will immediately forward the Trust's and the claimant's written arguments to the pro bono evaluator. The written arguments shall comply with the following rules:

- a. The argument shall not exceed ten (10) double-spaced, typewritten pages, exclusive of attachments; and
- b. If a party fails to timely submit a written argument, that party waives written argument, and the pro bono evaluator shall disregard any written argument received after that time from that party.

4. Evaluation of Documents

The pro bono evaluation will be based solely on a review of documents and the written arguments of the parties. The documents that the pro bono evaluator may consider are limited to the following:

- a. The documents forwarded by the ADR Administrator to the pro bono evaluator;
- b. The claimant's Affidavit of Completeness and the Trust's Affidavit of Accuracy;
- c. The Claims Resolution Procedures, the Second Amended and Restated Asbestos Settlement Trust Agreement (the "**Trust Agreement**"), and the Modified Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code for the Celotex Corporation and Carey Canada, Inc. (the "**Plan**");
- d. The written arguments of the claimant and the Trust; and
- e. Any information that the Trust may rely upon in determining the value of a claim under the Claims Resolution Procedures, so long as a summary of such information is provided to the claimant at least twenty (20) days prior to the submission of written arguments by the Parties, and the claimant is given an opportunity to submit to the Trust and the pro bono evaluator at least ten (10) days prior to the submission of written arguments any information that he or she, as result of reviewing the information provided by the Trust, believes to be relevant.

5. Written Evaluation and Procedure for Acceptance/Rejection

Within fifteen (15) days of the submission of written arguments, the pro bono evaluator shall complete and provide to the ADR Administrator a written evaluation of the claim. The ADR Administrator will promptly transmit a copy of the written evaluation to the claimant and Trust.

Within fifteen (15) days of the claimant's receipt of the pro bono evaluator's written evaluation, the claimant and the Trust will each communicate in writing whether they will accept the amount of the pro bono evaluator's written evaluation to settle the claim. If both parties accept, then the Trust will pay the claim pursuant to the Claims Resolution Procedures. If either or both parties reject the pro bono evaluator's written evaluation, then within five (5) business days of receipt of the written communication rejecting the evaluation, the ADR Administrator shall send the claimant a notice of rejection and authorize the commencement of arbitration.

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

Within sixty (60) days of receiving a notice of rejection of the pro bono evaluator's written evaluation, the claimant may elect arbitration by

sending to the Trust a signed Election Form and Agreement to Submit to Binding [or Nonbinding] Arbitration.

B. Executive Director Conference

1. Election and Time Limits

If a claimant chooses to participate in an Executive Director Conference, then within ninety (90) days of the claimant's receipt of the ADR packet, the claimant or claimant's attorney must send to the Trust a signed Request for Executive Director Conference (see Attachment B). The claimant must also submit a signed Affidavit of Completeness (see Attachment E) within ninety (90) days of receipt of the ADR packet. The Affidavit of Completeness shall verify that all claimant information to be considered in the ADR process has been provided to the Trust, or is being provided with the Affidavit of Completeness. The claim will not proceed to ADR until the Trust has received a completed Request for Executive Director Conference and Affidavit of Completeness from the claimant.

Within five (5) business days of receipt, the Trust shall review and sign the Request for Executive Director Conference and also execute an Affidavit of Accuracy (see Attachment F).

Within fifteen (15) days of the date that the Trust submits the Request for Executive Director Conference and executes an Affidavit of Accuracy, the ADR Administrator shall send a copy of those forms to the claimant, as well as copies of all materials submitted to the Trust by the claimant. The ADR Administrator shall forward the same materials to the Trust's Executive Director, and proceed to schedule a telephone conference with the claimant or claimant's counsel and the Trust's Executive Director. The telephone conference shall take place within thirty (30) days of the ADR Administrator's receipt of the fully executed Request for Executive Director Conference.

2. Nature of Proceedings

Each Executive Director Conference will be in the nature of a settlement conference. Should the claimant's attorney participate in the Executive Director Conference without the claimant, the attorney must have settlement authority.

3. Exchange of Information

Following the Executive Director Conference, if the parties determine that additional information regarding the claimant might increase the value of the claim, and/or if the claimant's law firm believes certain historical settlements were not considered, the claimant will have twenty (20) days

to submit the additional information to the Trust, which will have thirty (30) days to respond to that information.

4. Conclusion of Executive Director Conference

Should the dispute over the claim not be resolved by the Executive Director Conference, within sixty (60) days of the conclusion of the Executive Director Conference or the submission of additional information to the Trust by the claimant or claimant's counsel, whichever occurs later, the claimant may elect arbitration by sending to the Trust a signed Election Form and Agreement to Submit to Binding [or Nonbinding] Arbitration.

IV. RULES GOVERNING BINDING AND NONBINDING ARBITRATION

A. Election by the Claimant

Within sixty (60) days of (a) receiving a notice of rejection of the pro bono evaluator's written evaluation, or (b) within sixty (60) days of the conclusion of the Executive Director Conference or the submission of additional information to the Trust by the claimant or claimant's counsel, whichever occurs later, the claimant may elect either binding or nonbinding arbitration by sending to the Trust a signed Election Form and Agreement to Submit to Binding [or Nonbinding] Arbitration (see Attachments C and D).

If the claimant elects binding arbitration, and if the claimant is represented by counsel or other legal representative, then both must sign the Election Form and Agreement to Submit to Binding Arbitration. The attorney or other legal representative may not sign in place of or on behalf of the claimant unless the claimant is incapacitated, incompetent, or deceased, and the attorney or other legal representative has been designated to act on the claimant's behalf. Documentation of this legal designation will be required.

The Trust shall review and sign the Election Form and Agreement to Submit to Binding [or Nonbinding] Arbitration within five (5) business days of receipt from the claimant. Within fifteen (15) days of the date that the Trust signs the Election Form and Agreement to Submit to Binding [or Nonbinding] Arbitration, the ADR Administrator shall send to the claimant or claimant's counsel a copy of that form, as well as copies of all materials submitted to the Trust by the claimant. Upon selection of the arbitrator, the ADR Administrator shall forward the same materials to the selected arbitrator.

B. Selection of the Arbitrator

No later than fifteen (15) days after the Trust signs the Election Form and Agreement to Submit to Binding [or Nonbinding] Arbitration, the ADR Administrator shall identify three (3) potential arbitrators from a list maintained by the Trust. To the extent possible, each of the potential arbitrators should be

located in the claimant's counsel's geographic region or, if the claimant is unrepresented, in the claimant's geographic region. The ADR Administrator shall promptly notify the arbitrators and the claimant of the potential arbitrators' selection. If a potential arbitrator is unable or unwilling to serve, then a replacement selection will be made by the ADR Administrator prior to notifying the claimant of the potential arbitrators selected.

Within seven (7) days of receipt of the list of the potential arbitrators, the Trust may select one potential arbitrator to be stricken from the list, and the Trust shall promptly notify the claimant of its selection. Within seven (7) days of receiving such notification, the claimant may select a second potential arbitrator to be stricken from the list, and the claimant shall promptly notify the Trust of his or her selection. The ADR Administrator shall then instruct the remaining arbitrator to proceed with the arbitration.

If the claimant fails or chooses not to exercise the right to strike an arbitrator from the list of potential arbitrators, then the Trust shall select the arbitrator who is to proceed with the arbitration.

The appointed arbitrator shall execute and submit to the ADR Administrator a Conflicts Disclosure and Arbitrator Oath (see Attachment G). Upon receipt of this information, the ADR Administrator shall communicate the information to the parties. Upon the objection of a party to the arbitrator's continued service, the ADR Administrator, with the consent of the Trust and the claimant, shall designate a neutral third party to determine whether the arbitrator should be disqualified. Any such determination shall be final.

C. Submission of Pre-Hearing Briefs

Within twenty (20) days of the appointment of the arbitrator, each party shall submit to the opposing party and to the arbitrator a brief (not to exceed ten (10) double-spaced, typewritten pages, exclusive of attachments) containing that party's positions and arguments.

Because binding arbitration proceedings shall be conducted in the final-offer format also known as "baseball-style" arbitration, when the parties submit their pre-hearing briefs in a binding arbitration, they must indicate their final offer of settlement. The arbitrator shall choose from the parties' offers in determining the amount of any arbitration award.

D. Pre-Hearing Conference

Within fifteen (15) days of the exchange of the parties' arbitration briefs, the ADR Administrator shall contact the claimant and the arbitrator to schedule the pre-hearing conference. The pre-hearing conference shall be presided over by the arbitrator and held by telephone. During the pre-hearing conference, the arbitrator shall schedule the date and select the location of the arbitration hearing, either at the location of the arbitrator or at a location mutually agreeable to the

parties, and complete a Report of Pre-Hearing Conference and Scheduling Order (see Attachment H). The arbitration hearing should be scheduled no less than forty-five (45) days, and no more than sixty (60) days, from the date of the pre-hearing conference. The arbitrator shall submit the completed Report of Pre-Hearing Conference and Scheduling Order to the ADR Administrator following the pre-hearing conference. Upon receipt, the ADR Administrator shall distribute copies of the Report of Pre-Hearing Conference and Scheduling Order to the parties.

During the pre-hearing conference, the arbitrator shall seek to achieve agreement between the parties on the issue(s) presented, whether the claimant intends to appear at the arbitration hearing (at the claimant's sole discretion), and any other matters that may impact or expedite the arbitration hearing. The pre-hearing conference shall not take the place of, or be converted into, the arbitration hearing.

Each party may submit a supplement to its brief (not to exceed five (5) double-spaced, typewritten pages) following the pre-hearing conference to respond to the opposing party's positions and arguments and/or to address issues raised at the pre-hearing conference. Supplements must be sent to the opposing party and to the arbitrator within ten (10) business days of the pre-hearing conference.

E. Arbitration Hearing

1. Participation in the Arbitration Hearing

The arbitration hearing shall be conducted in person. Counsel for both the claimant and the Trust must appear at the hearing unless the parties agree otherwise. The claimant is not required to participate in the arbitration hearing, and he or she may choose whether or not to attend the arbitration in person. If the claimant so elects, the Trust shall allow the claimant to participate by telephone or video conference.

The Trust shall pay for its and the arbitrator's costs and expenses associated with the arbitration hearing, including, if applicable, facility rental costs. The claimant shall be responsible for the costs associated with the claimant's or his or her counsel's participation in the arbitration hearing.

2. Duration of the Arbitration Hearing

The arbitrator shall complete the arbitration hearing in one day, except for good cause shown. The arbitrator shall set and enforce time limits on the parties' presentations at the hearing. Each party may request no more than three (3) hours for the presentation of that party's case.

3. Testimony Under Oath or Affirmation

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

4. Record of the Hearing

At the opening of the arbitration hearing, the arbitrator shall make a written record of the time, place, and date of the hearing, and of the presence of counsel and any parties, and any other attendees.

5. Evidence

a. Rules of Evidence. The arbitrator is not required to apply the rules of evidence used in judicial proceedings. The arbitrator shall recognize and apply, however, the attorney-client privilege and the work-product doctrine as appropriate. The arbitrator shall determine the applicability of any privilege or immunity, as well as the admissibility, relevance, materiality, and weight of the evidence offered.

b. Admission of Evidence. The evidence that the arbitrator may consider at the arbitration hearing shall be limited to the following:

- (i) The documents supplied by the claimant to the Trust prior to or together with the claimant's Affidavit of Completeness;
- (ii) The Election Form and Agreement to Submit to Binding [or Nonbinding] Arbitration;
- (iii) Testimony of the claimant (whether live or videotaped);
- (iv) Any deposition testimony taken by the Trust, or by or of the claimant, which was provided to opposing counsel prior to the initiation of arbitration;
- (v) Any evidence submitted in an earlier pro bono evaluation or Executive Director Conference;
- (vi) The Claims Resolution Procedures, the Trust Agreement, and the Plan; and
- (vii) Any information that the Trust may rely upon in determining the value of a claim under the Claims Resolution Procedures, so long as the Trust provides a summary of such information to the claimant or his or her

counsel at least twenty (20) days before the arbitration hearing, and the claimant is given an opportunity to provide to the Trust at least ten (10) days before the arbitration hearing any information that he or she, as result of reviewing the information provided by the Trust, believes should be considered by the arbitrator.

If the claimant chooses to testify live at the arbitration hearing, he or she may do so regarding the nature and extent of compensable damages, including physical injuries. The Trust may cross-examine the claimant.

6. Arguments of Counsel

The arguments of counsel for the parties shall be limited to the evidence and issues introduced at the hearing through the documents and/or testimony set forth above.

7. Arbitration Hearing in the Absence of a Party or Representative

The arbitration hearing may proceed in the absence of any party who fails to appear or fails to request and obtain a postponement of the hearing if he or she desires to be present but, for good cause shown, cannot be. An award shall not be made against a party solely on the basis of that party's failure to appear at the hearing. The arbitrator shall require the party who does appear at the hearing to submit evidence on which to base any award.

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

When the parties state that they have no further evidence or witnesses to offer, and after the parties have made their closing arguments, if any, the arbitrator shall declare the hearing closed. Post-hearing briefs will be permitted only upon order of the arbitrator. Such briefs must be submitted no later than ten (10) business days after the hearing is closed, and they may not exceed five (5) double-spaced, typewritten pages.

F. Arbitration Decision

The arbitrator shall issue a written decision no later than twenty (20) days after the date of the close of the hearing or submission of post-hearing briefs, whichever is later. The arbitrator may not allow or award attorney fees, pre- or post-judgment interest, costs, or punitive, exemplary, treble, or other such damages.

Any award given by the arbitrator shall fully determine and dispose of the sole issue to be decided in the arbitration: the amount, if any, at which the claim should be valued.

G. Payment of Award

If the claimant elected binding arbitration, or if both parties accept a nonbinding arbitration award, the Trust will promptly send to the claimant the appropriate release. Upon receipt of an executed release, the Trust will pay the claim in accordance with the Claims Resolution Procedures.

H. Rejection of Nonbinding Arbitration Decision

A party in a nonbinding arbitration proceeding that wishes to reject the arbitrator's decision must notify the other party within thirty (30) days of the date that the nonbinding decision is issued. If no rejection is received or sent by the Trust within those thirty (30) days, then the decision will be deemed accepted by both parties.

1. Rejection by the Claimant

If the claimant timely rejects a nonbinding arbitration decision and wishes to pursue the claim through litigation, the claimant must notify the Trust of that decision within sixty (60) days of the date of the nonbinding arbitration decision. If such notification is received by the Trust in a timely manner, then within fifteen (15) days of receipt of that notification, the Trust shall send the claimant an authorization to commence litigation.

2. Rejection by the Trust

If the Trust timely rejects a nonbinding arbitration decision, the claimant has the option of electing binding arbitration or pursuing the claim through litigation so long as the claimant notifies the Trust of his or her decision within sixty (60) days of the date of the nonbinding arbitration decision. If the claimant timely elects to exit to the tort system, then within fifteen (15) days of receiving notice of the claimant's election, the Trust shall send the claimant an authorization to commence litigation.

I. Other Rules Governing Binding and Nonbinding Arbitration

1. No Discovery, with Limited Exceptions

The purpose of any arbitration is to resolve differences between the Trust and the claimant based on the documents that were submitted to the Trust by the claimant, and the data upon which the Trust relied in determining whether to make a settlement offer to the claimant or to disallow the claim. If the Trust relied upon an independent medical examination or a third-party medical review in evaluating the claimant's claim, then the claimant may depose the medical professional that conducted the review or examination after having a reasonable opportunity to study any report or written opinion generated by that medical professional.

2. No Record of Proceedings Unless Requested

There will be no record or transcript of the arbitration hearing unless the arbitrator or a party to the arbitration requests a transcript in advance of the hearing. In the event that a transcript is requested by the Trust or by the arbitrator, the Trust shall arrange for a court reporter to be present at the hearing and shall pay the expenses associated with preparation of the transcript. If only the claimant requests a transcript, then the claimant or claimant's counsel shall make the necessary arrangements for a court reporter to be present at the hearing and shall pay for the expenses associated with preparation of the transcript.

The time required to prepare the hearing transcript shall not alter the deadline for the arbitrator's decision.

3. Postponement of Arbitration Hearing

The arbitrator, for good cause shown, may postpone the arbitration hearing upon the request of a party, at the arbitrator's own initiative, or when all parties agree to a postponement.

V. GENERAL RULES GOVERNING ALL ADR PROCEEDINGS

A. ADR Submissions

The claimant's written submissions will be reviewed by the ADR Administrator before they are forwarded to the pro bono evaluator, Executive Director, and/or arbitrator. If the claimant's written submissions contain information or attach materials not previously provided to the Trust in support of the claim, then the Trust will review the additional information or materials and determine the effect, if any, that they would have on the Trust's evaluation of the claim. As appropriate, a new offer may be made to the claimant.

B. No Grouping or Bundling of Claims

There shall be no grouping or bundling of claims by separate claimants at any stage of the ADR process, even if the claims are related and/or the claimants have the same counsel. Each claimant must proceed individually through the ADR process. This provision is intended to separate claims of different exposed persons and has no effect upon multiple claims brought by a claimant's representatives, such as heirs of a deceased worker.

C. No Ex Parte Communications

Except in the ordinary administration of the ADR proceedings by the Trust's ADR Administrator, there shall be no ex parte communications between the arbitrator or pro bono evaluator and any party or counsel involved in any matter.

All correspondence between the arbitrator or pro bono evaluator and the parties or their counsel will be facilitated by the Trust's ADR Administrator.

D. Costs of ADR

1. ADR Expenses

The Trust will pay the arbitrator's fees and expenses for binding or nonbinding arbitration, up to two-thousand dollars (\$2,000.00) per claim, depending on the length of the hearing. There are no fees incurred or paid in any pro bono evaluation or Executive Director Conference.

The Trust will assume the cost of the meeting facilities for arbitration. Claimants are responsible, however, for their own costs and attorney fees incurred in connection with the arbitration hearing.

2. Filing Fee

No filing fee shall be required for any ADR selection unless the Trust, with the consent of the TAC and the Legal Representative, determines that it would be in the best interest of the Trust and its beneficiaries to impose such a fee.

E. Waiver of Objection to Rules Infraction

A party who believes that a provision of the ADR procedures has been violated by the other party, but who continues with a pro bono evaluation, Executive Director Conference, or arbitration without objecting to such violation, shall be deemed to have waived that objection. Objections must be stated in writing and mailed to the ADR Administrator, who will forward the written objection, as appropriate, to the pro bono evaluator, the Trust's Executive Director, or the arbitrator.

F. Serving of Notices and Other Papers

Each party to an ADR proceeding shall be deemed to have consented to service of papers or notices relating to the proceeding as follows:

1. By regular U.S. mail or overnight courier addressed to the party or his or her attorney at the party's or the attorney's last known address;
2. By facsimile transmission or electronic mail; and/or
3. By personal service.

Documents sent via regular U.S. mail shall be deemed received three (3) business days after the date of postmark. Documents sent via overnight mail shall be deemed received on the next business day after mailing. Documents sent by

facsimile or electronic mail, or by personal service, shall be deemed received on the same business day that the documents are sent.

G. Exclusion of Liability

Neither the Trust, nor the pro bono evaluator, Executive Director, or arbitrator shall be liable to any party for any act or omission in connection with any ADR proceeding conducted under these ADR procedures.

H. Relationship of ADR procedures to Election Forms

These ADR procedures shall be deemed a part of, and incorporated by reference in, every duly executed Election Form for Pro Bono Evaluation (for pro se claimants only), Request for Executive Director Conference, and Election Form and Agreement to Submit to Binding [or Nonbinding] Arbitration, and shall be binding on all parties.

I. Arbitrator/Pro Bono Evaluator Immunity

All arbitrators and pro bono evaluators who serve pursuant to these ADR procedures shall have the same immunity as judges for their official acts.

J. Jurisdiction

The United States Bankruptcy Court for the Middle District of Florida, Tampa Division (the “**Bankruptcy Court**”), shall have exclusive jurisdiction over any disputes arising under these ADR procedures.

K. Statement of Confidentiality

1. Confidentiality of ADR Proceedings

The entire ADR process is confidential. Unless required by law or otherwise agreed to by all the parties, neither the parties nor the pro bono evaluator, Executive Director, or arbitrator shall disclose to any person who is not associated with the participants in the ADR process, including any judicial officer, any information regarding the process (including pre-process exchanges and agreements), the claimant’s claim (including written and oral information), settlement terms, or the outcome of the ADR proceeding.

2. ADR Proceedings Treated as Settlement Conference

Under these ADR procedures, the entire ADR process is treated as a settlement conference subject to Federal Rule of Evidence 408 and all state counterparts, as well as any other applicable settlement privilege protecting the confidentiality of settlement conferences or negotiations. All offers, promises, conduct, and statements, whether oral or written,

made in the course of an ADR proceeding by any of the parties, or a party's agents, employees, experts, or attorneys, or by the pro bono evaluator, Executive Director, or arbitrator, are confidential. Such offers, promises, conduct, and statements are not discoverable or admissible for any purpose, including impeachment, in any litigation between the parties. Any written or oral information or other materials submitted to the pro bono evaluator or Executive Director may be submitted to the arbitrator, however, by either party in a binding or nonbinding arbitration proceeding that takes place under these ADR procedures.

The exchange of any tangible material by the parties shall be without prejudice to any claim that such material is privileged or protected as work product within the meaning of Federal Rule of Civil Procedure 26 and all state counterparts.

The pro bono evaluator, Executive Director, or arbitrator, and any documents or information in such person's possession, shall not be subpoenaed in any other investigation, action, or proceeding, and all parties will oppose any effort to have the pro bono evaluator, Executive Director, arbitrator, or documents in their possession subpoenaed. The pro bono evaluator, Executive Director, or arbitrator will promptly advise the parties of any attempt to compel him/her to divulge documents or information received in a proceeding that takes place pursuant to these ADR procedures.

Except for documents prepared by a non-party that are introduced as evidence before an arbitrator or pro bono evaluator, any document prepared by a party, attorney, or agent of the party in anticipation of the ADR process shall be deemed privileged and confidential, and shall not be disclosed to any court, pro bono evaluator, or arbitrator, or construed for any purpose as an admission against interest.

3. Exceptions

Notwithstanding the foregoing, information obtained during the ADR process, including the decision of the pro bono evaluator or arbitrator, may be disclosed as necessary by the Trust to meet its reporting obligations to the Bankruptcy Court, to enforce a binding arbitration award, to enjoin a claimant from seeking to litigate his or her claim after participating in binding arbitration, for purposes of showing accord and satisfaction or res judicata, or to consult with the TAC and/or Legal Representative. In addition, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or nondiscoverable solely as a result of its presentation or use during an ADR proceeding.

L. Amendments

Except as otherwise ruled by the Bankruptcy Court, these ADR procedures, as they may from time to time be amended by the Trustees, will be binding on all parties in the form in which they are in force as of the date that the claimant signs the applicable election form.

M. Time Limits

The time limits set forth in these ADR procedures will be strictly enforced. Any time limit may be extended by agreement of the parties or, for good cause shown, by the pro bono evaluator, Executive Director, or arbitrator presiding over the ADR proceeding. Any request for extension of time shall first be made to the opposing party. If the parties cannot agree on an extension, then the request shall be submitted to the ADR Administrator, who will seek a ruling on the request from the pro bono evaluator, Executive Director, or arbitrator.

Although the time limits set forth in these ADR procedures may be extended as set forth above, failure to comply with a deadline without first obtaining an extension may result in withdrawal of the claim. Promptly after a claimant fails to comply with a particular time limit without having sought an extension of time, the Trust shall send the claimant written notice of the failure to comply. If the claimant does not take any action on the claim within thirty (30) days of receipt of such notice, then the claim will be deemed withdrawn.