

**T H Agriculture & Nutrition, L.L.C.**

**Asbestos Personal Injury Trust**

**Procedures for Reviewing and Liquidating Asbestos PI Claims**

The T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures (as amended, the “TDP”) direct that the T H Agriculture & Nutrition, L.L.C. 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 Asbestos PI Claims, which shall include deadlines for processing such claims. Such procedures shall also require that claimants seeking resolution of unliquidated Asbestos PI Claims must first file a proof of claim form, together with supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 [of the TDP].” TDP, Section 5.3. The TDP further directs that the Trust “shall prepare suitable and efficient claims materials (“Claims Materials”) for all Asbestos PI Claims,” as well as implementing instructions. TDP, Sections 6.1 and 6.2. As mandated by the TDP, the Trustees of the Trust hereby adopt, effective April 1, 2011, these Procedures for Reviewing and Liquidating Asbestos PI Claims (the “Procedures”). Nothing in these Procedures shall be deemed to create a substantive right for any claimant.

**Preamble**

Pursuant to the TDP, these Procedures do not apply to Qualified Asbestos PI Claims.

The Trust’s website is [www.THANasbestostrust.com](http://www.THANasbestostrust.com).

The Trust has retained Verus Claims Services, LLC, 3967 Princeton Pike, Princeton, NJ 08540, as the Trust’s claims facility.

The Effective Date of the Plan occurred on November 30, 2009.

By resolution dated April 1, 2011, the Trustees adopted these Procedures, with the consent of the members of the TAC and the FCR.

The current Payment Percentage is 15%. See Notice of Payment Percentage dated April 22, 2020, published on the Trust's website. However, the Payment Percentage is subject to adjustment pursuant to the TDP. The Trustees 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. Except as otherwise provided in TDP Section 5.1(c) for Asbestos PI Claims involving deceased or incompetent claimants for which approval of the Trust's offer by a court or through a probate process is required, no holder of an Asbestos PI Claim, other than an Asbestos PI Claim for Other Asbestos Disease (Disease Level I – Cash Discount Payment), shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time of payment. TDP, Section 4.3.

For the Maximum Annual Payment for a particular year, see the Trust's website.

Unless otherwise defined in these Procedures, defined terms shall have the meaning provided in the Plan or the TDP.

The Plan provides that an Asbestos PI Claim submitted to THAN but not approved during the Pre-Effective Date Claims Review period may be re-submitted to the Trust for consideration in accordance with the TDP. Plan, Art. 9.4(e). Verus electronically transferred Asbestos PI Claims not approved during the Pre-Effective Date Claims Review period from THAN to the Trust. On March 21, 2011, Verus sent a notice to the law firm representing each claimant, or to the claimant if the claimant is not represented by counsel, setting forth the reason each Asbestos PI Claim was not approved for payment (for example, inadequate (or no) product identification, unsupported medical diagnoses, and/or other deficiencies) and requesting that the

claimant respond regarding whether the claimant would like to submit the claim to the Trust for processing. If a claimant responds to the notice within 180 days and indicates that the claimant would like to submit the claim to the Trust, the Asbestos PI Claim will be placed in the FIFO Processing Queue and processed pursuant to the TDP. A claimant may include further information and/or supporting documents with the response, and the information and/or documents will be included in the claim file. If a claimant does not respond to the notice within 180 days of the notice, the claim will not be deemed to be submitted to the Trust and the claimant may subsequently submit the Asbestos PI Claim to the Trust.

### **Claims Materials**

The Trustees have adopted the following Claims Materials:

1. Proof of Claim Form, attached as Exhibit A to these Procedures.
2. Instructions for Filing Claims with the Trust, attached as Exhibit B to these Procedures.
3. Electronic Submission Formats, see the Trust's website.
4. Electronic Filer Agreement, attached as Exhibit D to these Procedures.
5. ADR Procedures, will be attached as Exhibit E to these Procedures when drafted and adopted.
6. THAN Asbestos Personal Injury Trust Release, attached as Exhibit F to these Procedures.
7. Law Firm Registration Form, attached as Exhibit G to these Procedures.
8. Sample forms and notices, attached as Exhibit H to these Procedures.

The Claims Materials also include the TDP. TDP, Section 6.2. The TDP is available on the Trust's website.

### **Commencement (Implementation) of Claims Process**

The Trust will begin accepting claims on April 1, 2011.

The Initial Claims Filing Date is October 3, 2011.

Claims may be submitted by mail, by fax, by email in Excel format, by email in PDF format, or online using the Verus online claim filing system. Supporting documents may be submitted in paper or in electronic format. See Electronic Access.

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

The Trust has not adopted and does not require a filing fee for the filing of an Asbestos PI Claim with the Trust.

On March 14, 2011, Verus sent a notice by mail and email, with a copy published on the Trust's website, to all attorneys known to Verus to have historically represented persons holding asbestos-related personal injury claims, informing them that Claims Materials would be mailed and available on the Trust's website on April 1, 2011.

On April 1, 2011, Verus sent Claims Materials by mail or email to these same claimants' attorneys and published Claims Materials on the Trust's website with instructions for online submission of claims and for downloading and submitting claims.

### **Claims Processing Deadlines**

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.

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

### **Electronic Access**

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

A law firm may request that Verus 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 Verus by fax, email or mail. Within five days of receipt of the Electronic Filer Agreement, Verus 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. 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 Verus. Complete instructions for using the electronic filing system are available for viewing, downloading and printing from the Trust's website at [www.THANasbestostrust.com](http://www.THANasbestostrust.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. The Trust strongly recommends that law firms use the online filing system.

For law firms using the online filing system, Verus provides real time access to reports that allow a law firm user to generate status updates for the law firm's inventory of claims. 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. The reports can also be sent to a law firm by email upon request.

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 Verus.

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

### **Law Firm Registration**

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.

### **Verus Personnel**

Position	Name	Telephone	Fax	Email
Principal	Dan Myer	609-466-0427 Ext. 1006	609-466-1449	<a href="mailto:dmyer@verusllc.com">dmyer@verusllc.com</a>
Principal	Mark Eveland	609-466-0427 Ext. 1004	609-466-1449	<a href="mailto:meveland@verusllc.com">meveland@verusllc.com</a>
Principal I.T. Director	Morten Iversen	609-466-0427 Ext 1010	609-466-1449	<a href="mailto:miversen@verusllc.com">miversen@verusllc.com</a>
Operations Manager	Scott Heisman	609-466-0427 Ext 1003	609-466-1449	<a href="mailto:sheisman@verusllc.com">sheisman@verusllc.com</a>

Verus may assign a principal or staff analyst for processing claims to specific plaintiffs’ law firms. A law firm should consult with the assigned staff analyst regarding the claims

process. To find out who is assigned to a law firm, a law firm may contact Dan Myer or Mark Eveland at the above numbers.

### **Database**

Verus maintains an electronic database for the Trust.

Prior to November 30, 2009, Verus processed claims for THAN. As a result, Verus has obtained certain data containing information regarding (i) historic settled and paid or otherwise resolved claims and (ii) claims settled prior to the Effective Date. The data includes names of claimants, identifying information about the claimants and the nature of their claims, the claimants' lawyers, the nature of the claimants' asbestos-related disease, financial details of any settlements or prior payments to the claimants, and other pertinent information. On the Effective Date, THAN transferred its database to the Trust and entered into a cooperation agreement with the Trust providing access to other records, as needed to resolve claims. Verus will integrate the data into the Trust's database.

Verus maintains the Trust's database including appropriate claim fields as provided in the claim form. As information is received, Verus enters the information in its computer-based information management and processing system. Verus updates information in the computer-based system as additional material is received. If requested by a claimant's law firm, Verus will provide the law firm with data on the law firm's history regarding claims against THAN 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 on line.

### **Intake**

The Verus electronic filing system dates and logs claims as electronically received by the Trust. 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. The Verus electronic filing system automatically reviews the claim submission as received. 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. A claim is deemed “sufficiently complete to be reviewed” when the required information and supporting documentation described in the Instructions for Filing Claims, attached as Exhibit B to these Procedures, has been submitted.

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

A claim will be placed in the FIFO Processing Queue on the date the claim is “sufficiently complete to be reviewed.” For procedures for the Initial Claims Filing Date, see below. Verus maintains the FIFO Processing Queue in electronic format.

### **Establishment of Claim File**

#### **Online Filing**

Claims may be submitted using the online claim form. The Verus Users Guide for Online Filing describes the process for establishment of a claim file. The Users Guide for Online Filing is available on the Trust’s website at [www.THANasbestostrust.com](http://www.THANasbestostrust.com).

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

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

1. Verus date stamps the original cover letter and attachments or notes the date of the email cover letter.
2. Verus 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 Verus personnel and to the filing law firm, if the law firm has access to the electronic filing system.

3. Verus provides status reports online which can be run at any time by law firm personnel with access to the electronic filing system. Verus 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.

### **Excel Format Filing**

Claims may also be submitted in Excel format, either by direct upload to the electronic filing system, or by email. The Excel format is designed for submission of multiple claims.

Upon receipt of a multiple claims submission in electronic format:

1. Verus preserves the original source material by placing it in a special folder in the electronic filing system.

2. The electronic filing system assigns a new file name to a working version of the Excel file.

3. The electronic filing system validates each column's data format and contents and conforms the data to Verus' requirements.

4. 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.

5. If claimants' counsel also submitted medical documentation by uploading PDF or TIFF files, or by submitting an electronic disc or hard copy, Verus 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.

### **Web Services Method**

Verus 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. Law firms can use web services to: file claims, update claims, upload documents, respond to deficiencies, and retrieve claims data. To use web services, a law firm must program a secure system interface between the law firm’s in-house computer system and Verus’ computer system according to pre-defined system interfaces known as “methods.” To assist law firms in programming their systems for such interactions, Verus provides detailed specifications and sample code for each method. Specifications and sample code will be provided upon request to [miversen@verusllc.com](mailto:miversen@verusllc.com).

### **Initial Claims Filing Date**

Asbestos PI Claims filed from April 1, 2011, through and including October 3, 2011, (the “Initial Claims Filing Date”) are processed in the FIFO Processing Queue order established by Section 5.1(a)(1) of the TDP. Likewise, claims filed after the Initial Claims Filing Date are processed in the FIFO Processing Queue order established by Section 5.1(a)(1) of the TDP.

Claims are paid based upon their place in the FIFO Payment Queue, which is determined by the time of liquidation of the claim, and not by their place in the FIFO Processing Queue. The FIFO Processing Queue determines the order of processing of claims, not the order of payment.

### **Initial Processing**

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” are dated and placed in the FIFO Processing Queue as of that date. If any required information or supporting documentation is missing or not in an acceptable format, the status of the claim is designated as “Incomplete.” Claimant’s counsel, or the claimant if filing without counsel, is notified by Verus online and/or by email or mail of the outstanding documents and/or deficiencies. 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. The Trust will take no further action on the claim until the required information or documentation is provided. If the required information or documentation is not provided within 180 days of the notice, the Trust will deem the claim to be withdrawn.

When the claim is next in line for processing in the FIFO Processing Queue, Verus will begin processing the claim as follows: Verus electronically compares the claimant’s name and social security number with the Trust’s database to determine (i) if the claimant has received a payment from THAN or the Trust or (ii) if the claim had been otherwise settled with execution of a release or resolved by THAN or the Trust. If the review reflects a payment from or on behalf of THAN or the Trust or a settlement with an executed release or other resolution by THAN or the Trust, Verus requests further information or comments from the claimant before proceeding. Verus either continues reviewing the claim or rejects the claim depending on the information received.

If the claimant states on the claim form that the claimant has received a prior payment from THAN or the Trust, Verus 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, Verus contacts counsel identified on the claim form to obtain a copy of the release.

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

The Verus electronic system automatically creates a log entry each time activity is generated on a claim. Verus maintains both an automated and supplemental manual Quality Control Program that is executed prior to any claim being processed for liquidation and paid. The Quality Control Program assures that no duplicate claims are processed. The review is repeated before any payment is made to the claimant. For quality control, Verus may perform a duplicate check at any time.

Verus also reviews the medical and exposure evidence. If the claimant has not submitted medical or exposure evidence, Verus provides a deficiency notice to the claimant. If the claimant fails to submit medical or exposure evidence sufficient to cure the deficiency within 180 days of notice of deficiency, the Trust will deem the claim withdrawn.

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

TDP Section 5.7(a)(1)(B) provides that a claimant may establish an asbestos-related malignancy by evidence of a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease, or a diagnosis by a board-certified pathologist or pathology report. An asbestos-related malignancy is usually established by evidence of a diagnosis by a board-certified pathologist or pathology report. In order to approve a claim for an asbestos-related malignancy without a diagnosis by a board-certified pathologist or a pathology report, the Trust will require a representation that no such diagnosis or report exists or a valid reason why such a diagnosis or report is otherwise not available.

## **Expedited Review**

When a claim rises to first in the FIFO Processing Queue, Verus processes the claim under either Expedited Review or Individual Review, at the claimant's election. Disease Level VI claims, secondary exposure claims pursuant to TDP Section 5.5, Foreign Claims, and Extraordinary Claims must be processed under Individual Review. Subject to the foregoing, the claimant will select Expedited Review or Individual Review on the claim form.

For Expedited Review, Verus reviews the claim for required information and establishes the status of the claim. Verus performs the review by electronic or manual means, using an analytical process adopted by the Trustees that incorporates the requirements of the TDP. If all requirements have been established, Verus assigns the Scheduled Value for the claim based on the TDP. If further information is needed, Verus issues a notice to the claimant. If the claim does not meet the TDP requirements and the claimant does not request Individual Review or withdraw or defer the claim in accordance with TDP Section 6.3, Verus rejects the claim.

When the TDP requires that the claimant must provide supporting medical documentation establishing asbestos exposure as a contributing factor in causing the applicable disease (TDP Section 5.3(a)(3), this requirement is typically established by a statement of the diagnosing physician establishing a causal connection between asbestos exposure and the Disease Level. The Trust applies the following guidelines:

1. Disease Level VIII (Mesothelioma) and Disease Level IV (Severe Asbestosis):

The asbestos-related nature of the disease is inherent in the diagnosis itself and no statement regarding the causal connection is necessary.

2. Disease Level VII (Lung Cancer 1), Disease Level VI (Lung Cancer 2) and Disease Level V (Other Cancer):

A statement regarding the causal relationship between the injured party's asbestos exposure and the disease is required because of the possible non-asbestos-related causes of these malignancies.

3. Disease Level III (Asbestosis/Pleural Disease):

If a physical examination report with a diagnosis of asbestosis is provided, a statement regarding the causal relationship between the injured party's asbestos exposure and the disease is not required.

4. Disease Level II (Asbestosis/Pleural Disease) and Disease Level I (Other Asbestos Disease):

A statement regarding the causal relationship between the injured party's asbestos exposure and the disease is not required. The Trust expects to receive medical evidence including a physical examination report for these Disease Levels, which report considers the injured party's asbestos exposure history as well as the results of x-rays and pulmonary function tests.

If a settlement offer is made for a claim, the claimant may accept or reject the offer. Verus electronically generates a release when an offer is made. The release will be posted online for download by law firm users; alternatively, law firms may generate releases on their own, provided the Trust's form of release is used. Upon request, Verus will provide a law firm with a hardcopy release. To accept the offer, the claimant must submit an executed release to the Trust. When Verus receives the executed release, Verus dates the receipt, considers the settlement offer accepted, confirms that the claim file is otherwise complete, and electronically enters the information in the electronic system. The claim is then ready for submission to the Trustees for approval and authorization to pay. Verus dates the claim when ready for submission to the Trustees. The date that Verus determines that the claim is ready for submission to the Trustees

for approval is deemed the liquidation date under TDP Section 5.1(c) for placing the liquidated claim in the FIFO Payment Queue.

If a claim is deficient for one or more reasons, Verus provides a notice of deficiency to the claimant, stating the reasons for the deficiency. Verus provides the claimant with 180 days to cure the deficiency. If no additional information is received and the claim has not been withdrawn or deferred by the claimant, the claim will be deemed to be deferred pursuant to TDP Section 6.3.

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

### **Individual Review**

When a claim rises to first in the FIFO Processing Queue, Verus processes the claim under either Expedited Review or Individual Review. For Individual Review, Verus considers the factors enumerated at TDP Section 5.3(b)(2) in determining whether and in what amount a settlement offer should be made. Based on experience to date, Verus recommended to the Trustees guidelines for applying these factors. Verus consults with the Trustees on a regular basis regarding the application of the TDP factors. The Trustees will periodically review any guidelines, directives and other considerations for applying the TDP factors.

Verus, on behalf of the Trust, may make an offer to the claimant. The Trustees will establish the parameters for offers by consultation with Verus and by their responses to Verus' recommendations. Verus communicates the settlement offer to the claimant by email, by the Verus online program or by mail. 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. Verus may respond with a revised offer and/or explanation of the reasons for the Trust's offer. Verus and the

claimant shall use their best efforts to complete this process within 30 days after Verus has made an offer to the claimant. If this process does not result in an agreement, Verus will make a final offer to the claimant, which may be in the same amount as the initial offer. Verus may consult with the Trustees at any time and shall consult with the Trustees prior to making a final offer. Individual Review does not end until the claimant agrees to a settlement or rejects a final offer in writing, as provided below.

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 upon receipt of a fully executed release.

Absent a settlement, Individual Review is complete when either (a) the Trust has made a final offer, the claimant has rejected the final offer, and the claimant has notified the Trust in writing of the rejection or (b) when the Trust has rejected the claim in writing. Verus, on behalf of the Trust, provides the claimant with a notice of completion of Individual Review using the form under Exhibit H to these Procedures.

### **Secondary Exposure Claims**

TDP Section 5.5 provides that secondary exposure claims (*i.e.*, claims involving an asbestos-related disease resulting solely from exposure to an occupationally exposed person) shall be resolved by Individual Review. If (i) the secondary exposure claim satisfies the requirements set forth in TDP Section 5.5 and (ii) the occupationally exposed person would have met the Expedited Review exposure criteria that would have been applicable had the occupationally exposed person filed a direct claim against the Trust, the secondary exposure claim shall be valued at no less than the Scheduled Value for the relevant Disease Level.



## **Foreign Claims**

TDP Section 5.3(b) provides that Foreign Claims shall be resolved by Individual Review. In the course of Expedited Review of a claim, if Verus observes evidence that all of the claimant's exposure to an asbestos-containing product for which THAN had legal responsibility occurred outside the United States and Canada, Verus will notify the claimant that Verus intends to re-classify the claim for Individual Review. Unless the claimant provides further evidence demonstrating exposure within the United States or Canada, Verus will re-classify the claim to Individual Review and proceed under Individual Review.

As of the adoption and initial implementation of these Procedures, the Trustees have not developed separate guidelines and standards for Foreign Claims. The Trustees have not developed separate valuation matrixes for Foreign Claims. As Foreign Claims are liquidated under Individual Review, Verus, on behalf of the Trust, will maintain electronic records of Foreign Claims by jurisdiction, disease, settlement amount and other categories. With experience and sufficient data, the Trustees may develop guidelines and standards for Foreign Claims in accordance with the TDP.

The Trustees, with the consent of the TAC and FCR, may adopt evidentiary standards, as well as requirements for physician and other professional qualifications, that harmonize the requirements of the TDP to the particular licensing provisions and/or medical customs or practices of the foreign country in question. Standards adopted by the Trustees to harmonize the TDP to the foreign country in question will not constitute substantive changes to the eligibility requirements of the TDP.

A person submitting a Foreign Claim to the Trust has the burden of establishing the existence of the claim within the foreign jurisdiction in which the claim arose. If Verus determines that the evidence submitted by the claimant does not demonstrate the existence of a

valid claim within the foreign jurisdiction in which the claim arose, the Trust will reject the claim subject to the withdrawal and deferral provisions of TDP Section 6.3.

All submissions to the Trust shall be in English. If the original document or evidence is not in English, the claimant shall provide the original document or evidence and a translation of the document or evidence into English. The translation shall be performed by a translator (i) accepted by a United States Court or by a court of any state of the United States, or (ii) that is on the roster of contract translators maintained by the Office of Language Services of the United States Department of State.

Verus may request that the claimant provide a memorandum of law discussing applicable statutory, judicial and administrative decisions of the foreign jurisdiction, with copies in English of cited authority, explaining the compensation system of the jurisdiction for the claim in question.

### **Extraordinary Claims**

A claim filed as an Extraordinary Claim is processed under Individual Review. Verus reviews the Disease Level of the claim. Only those claims that satisfy the medical criteria for Disease Levels IV - VIII are eligible for consideration as Extraordinary Claims.

After review of the Disease Level, Verus considers whether the claimant has established the elements of TDP Section 5.4(a). If one of the alternative conditions of TDP Section 5.4(a) is not established, Verus notifies the claimant by email of the deficiencies. After affording the claimant a reasonable opportunity to respond to the deficiency notice, if the claimant does not correct the deficiency, Verus will reject the claim as an Extraordinary Claim but will continue to process the claim under Individual Review. If the deficient condition(s) is remedied, Verus will complete the Individual Review process of the claim as an Extraordinary Claim.

Following review, Verus may recommend that the Trustees authorize Verus to make an offer of settlement to the claimant. If the Trustees accept the recommendation, Verus will extend the offer to the claimant.

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

### **Exigent Claims**

A claim filed as an Exigent Claim is processed by Verus without regard to the order of processing as otherwise provided under the TDP or these Procedures. Following the establishment of the claim file and the initial processing described above, Verus proceeds directly to review the claim. With respect to Exigent Claims, the Trust will, within 15 days from the submission to the Trust of a fully completed claim form, 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.

Claims for Disease Levels I-III that are submitted to the Trust for consideration as Exigent Claims will not be processed as Exigent Claims. Verus will so notify the claimant. If the claimant requests, Verus will return 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.

The claimant may provide an explanation and documentation in support of the Exigent Claim. If sufficient documentation to establish the criteria is not submitted to the Trust, Verus notifies the claimant by email of the outstanding documentation and/or deficiencies. If Verus determines that the claim does not meet both conditions (a) and (b) of Section 5.4(b)(1) or (i) and

(ii) of Section 5.4(b)(2), as applicable, the claim will not be processed as an Exigent Claim after affording the claimant a reasonable opportunity to address the deficiency. Verus notifies the claimant of this decision using the form of notice under Exhibit H of these Procedures. Verus will return 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.

If Verus determines that the claim meets the applicable criteria, Verus continues to process the claim under the Individual Review.

Once a determination is made that the claim qualifies as an Exigent Claim and the claim is liquidated, the claim is placed at the head in the FIFO Payment Queue.

### **Arbitration**

The ADR Procedures will be attached as Exhibit E to these Procedures when drafted and adopted.

The ADR Procedures shall be administered by a party or entity to be determined (the "ADR Administrator"). The arbitrations and mediations shall be conducted through the offices of the ADR Administrator unless otherwise agreed by the claimant and the Trust. The ADR Administrator will arrange for a pro bono evaluation, if requested by the claimant.

Prior to arbitration, the claimant may submit the disputed Asbestos PI Claim to pro bono evaluation or mediation. Alternatively, the claimant may waive pro bono evaluation and mediation, and choose to proceed directly to arbitration. For arbitration, the claimant may elect binding or non-binding arbitration. The Trust will pay the applicable fees.

Arbitration itself is governed by TDP Section 5.10. Any provision of the arbitration procedures included in the ADR Procedures or any provision of alternative arbitration

procedures agreed to by the claimant and the Trust shall be subject to TDP Section 5.10, and, in the event of an inconsistency, TDP Section 5.10 shall govern.

To be eligible to pursue a claim under the ADR Procedures, the claimant must first have completed Individual Review. The claimant shall initiate the ADR process by filing with the Trust a notice demanding arbitration. In the demand for arbitration, the claimant shall (1) elect to submit the claim to either pro bono evaluation or mediation or (2) waive both pro bono evaluation and mediation to proceed directly to arbitration. In the demand for arbitration, the claimant shall also elect binding or non-binding arbitration. A form of notice is attached under Exhibit H. The notice may be filed with the Trust by mail, by fax or by email. The notice shall be filed with the Trust no later than 30 days after the completion of Individual Review. Verus issues a notice of completion of Individual Review providing the date of completion of Individual Review. Verus will use the notice of completion of Individual Review attached under Exhibit H.

In the case of pro bono evaluation or mediation, if a settlement results, the ADR Administrator will provide notice to the claimant and the Trust as provided in the ADR Procedures. The claim will be liquidated in the amount of the settlement. The claim will be placed in the FIFO Payment Queue upon receipt of a fully executed release. If a settlement does not result, the ADR Administrator will process the claim to arbitration as provided in the ADR Procedures.

In the case of binding arbitration, the claim will be liquidated in the amount of the arbitral award. The claim will be placed in the FIFO Payment Queue upon receipt of a fully executed release.

In the case of non-binding arbitration, if the claimant and the Trust accept an arbitral award, the claim as liquidated by the arbitral award will be placed in the FIFO Payment Queue

upon receipt of a fully executed release. The claimant shall notify the Trust of the acceptance of a non-binding arbitral award in the manner provided in the ADR Procedures. Upon receipt of the notice, the Trust will either accept or reject the award. If the Trust accepts the arbitral award, the ADR Administrator will inform the claimant and instruct the claimant to submit a fully executed release. The claim will be placed in the FIFO Payment Queue upon receipt of a fully executed release.

### **Litigation**

If a claimant elected non-binding arbitration and the claimant or the Trust rejected an arbitral award, the claimant may file a lawsuit in the Claimant's Jurisdiction as defined in the TDP and as provided in TDP Section 7.6. If a claimant obtains a judgment against the Trust, the claim as liquidated by the judgment shall be placed in the FIFO Payment Queue on the date the judgment becomes final and no longer subject to appeal.

### **Payment of Liquidated Claims**

The Trust pays Asbestos PI Claims in the order established by the FIFO Payment Queue. Based on the FIFO Payment Queue, Verus 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. Verus aggregates the amount of the liquidated claims by law firm.

Generally, claims are paid once a month. On or as close to the third Thursday of each month as possible, Verus emails to the Trustees 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 amounts 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 firms, and (5) a Maximum Annual Payment/Claims Payment Ratio report. Judgments are paid pursuant to TDP Section 7.7.

Unless a quorum of Trustees is unavailable or the Trustees disagree on the authorization, the claims will be authorized for payment the following week, and normally paid within 7 days or as soon as thereafter practicable. If a quorum of Trustees is unavailable to authorize payment, payment will be made as soon as practicable after a quorum is available and authorizes payment. If the Trustees disagree on the authorization, the Trustees and Verus shall seek to resolve such disagreement as soon as possible, and payment will be made as soon as possible thereafter. The vote to authorize 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. If the Trustees authorize payment, the Managing Trustee or a designated Trustee will direct Verus in writing to make the payment.

Verus processes the payment of claims on behalf of the Trust. Verus either processes checks made payable to the law firms or wire transfers to the law firms. If by check, Verus mails to each law firm a cover letter and check and separately provides, by mail or email, a list of claims paid. For wire transfers, the law firm must inform Verus that it elects to have its claims paid by wire transfer and provide wire transfer instructions. Unless instructed otherwise, Verus considers any wire transfer authorization as a standing wire transfer instruction. For claims paid by check, funds held in the Trust's bank account pending check clearance may exceed FDIC insurance.

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

No claim will be paid until Verus receives an executed release in the form attached to these Procedures as Exhibit F. 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, Verus prepares and sends a reminder by email or mail to the claimant or to the law firm. If a release is not submitted within 90 days of that notice, the claim will be suspended from active processing by Verus, to be activated upon receipt of an executed release. Annually, Verus emails or mails to claimants' counsel a schedule of liquidated claims for which releases have not been received by Verus. Law firms with access to the Verus online system may, at any time, check the status of the claim file, including whether releases have been received by the Trust.

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 Trustees. The Trustees will consult with Trust counsel, who will review the request. If the Trustees agree, the Trustees 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. If the Trustees do not agree or if the TAC or the FCR do not consent, the claimant may submit the dispute over the form of release to arbitration following the ADR Procedures.

The law firm is responsible for obtaining the claimant's signature on the release and delivering the release to Verus except in the case of a claimant not represented by counsel. The original, signed release may be mailed to Verus. Alternatively, if the law firm has entered into the Electronic Filer Agreement, an image of the original, signed release may be uploaded to Verus through the Verus online system, or the release may be scanned and emailed to Verus or faxed to Verus. A hard copy of the original, signed release is not required to be provided to Verus as a precondition to payment.



In the case of a judgment, Verus will make a payment in accordance with the provisions of TDP Section 7.7.

Verus monitors running totals as claims are paid, reporting the total amount paid to date during the year, broken down by the Claims Payment Ratio. Verus reports this information to the Trustees with each payment request. Verus will not issue payments for the subject payment period until authorized by the Trustees in writing. In the event that the Maximum Available Payment is reached for one or both of Category A Claims or Category B Claims with claims remaining in the FIFO Payment Queue, the effected claim(s) will be carried into the next calendar year maintaining their respective places in the FIFO Payment Queue. Verus will notify the claimant by email.

TDP Sections 2.5 and 7.3 provide for a reduced payment option. The Trust has not adopted a reduced payment option.

### **Claimants' Information**

As provided by TDP Section 6.5, all submissions to the Trust by holders of Asbestos PI Claims are treated as made in the course of settlement discussions between the holder and the Trust and intended by the parties to be confidential and protected by all applicable state and federal privileges including, but not limited to, those directly applicable to settlement discussions. The Trust complies with TDP Section 6.5 in handling information submitted by claimants. The Trust's purpose does not encompass providing claimant information and/or financial information to third persons. The funding of the Trust under the Plan and the Trust Agreement do not cover the costs of information retrieval un-related to processing and paying Asbestos PI Claims. Therefore, any party entitled to receive information pursuant to Section 6.5 shall pay a non-refundable expense reimbursement charge established by the Trustees. Absent

pre-payment of the expense reimbursement charge, the Trust will promptly return the request to the issuer without process.

Any subpoena for claimant's information must be served on the Trust in compliance with applicable law. Verus is not authorized to accept service on behalf of the Trust. The Trust's counsel is not authorized to accept service on behalf of the Trust.

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. 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 Trustees 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. As mandated by the TDP, the Trust will produce information requested by subpoena only upon court order following exhaustion of all necessary and appropriate steps to preserve privileges and confidentiality.

#### **Amendments/Modifications**

These Procedures may be modified or amended by the Trustees, from time to time, with the consent of the TAC and the FCR. Implementation of these Procedures shall be vested in the discretion of the Trustees.

**Exhibit A**

Proof of Claim Form

# T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust

– Claim Form –

**General Instructions for filing this Claim Form:**

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			
<i>If represented by counsel, please provide the following information.</i>			
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	

**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"/> Severe Asbestosis (Level IV)	<input type="checkbox"/> Other Cancer (Level V)
<input type="checkbox"/> Lung Cancer 1 (Level VII)	<input type="checkbox"/> Mesothelioma (Level VIII)
<input type="checkbox"/> Asbestosis / Pleural Disease (Level III)	<input type="checkbox"/> Lung Cancer 2 (Level VI)
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.*

Product <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
Product <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
Product <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

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

Filing Date (mm/dd/yyyy)	State	Court	Docket Number
THAN named as defendant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Has the injured party ever received settlement monies related to this lawsuit from THAN or its insurers? <input type="checkbox"/> Yes <input type="checkbox"/> No		If "yes", amount: \$ _____
Jurisdiction Selection			
If no lawsuit has ever been filed against THAN 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 that exposed the injured party to an asbestos-containing product, for which THAN has legal responsibility.			
Has a claim on behalf of the injured party ever been submitted to THAN 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 THAN? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide the beginning and ending dates, if any, of the tolling and attach documentation of the agreement.			
Beginning date (mm/dd/yyyy): _____ Ending date (mm/dd/yyyy): _____			

### Section 7: Occupational Exposure to Asbestos Products

Provide information below for each location at which the injured party alleges exposure to asbestos or an asbestos-containing product, or to conduct that exposed the claimant to asbestos or an asbestos-containing product, for which THAN has legal responsibility. If the duration of the injured party's THAN Exposure is not sufficient to meet the other exposure criteria (Significant Occupational Exposure or cumulative occupational exposure) 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.

#### Part 1

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 to which injured party was exposed and for which injured party alleges THAN 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 so 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.
- Other (please describe in as much detail as possible):

## Part 2

If the injured party is filing as an Extraordinary Claim, provide a clear and concise declaration as to how the claim satisfies Section 5.4(a) of the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures:

### Section 8: Secondary Exposure (required only for Individual Review)

*If the injured party's asbestos exposure was solely due to exposure to an occupationally exposed person (OEP), the claimant must elect Individual Review and provide the information below. Please also complete Section 7, Part 1 with the exposure information for the OEP.*

Date Exposure to OEP Began (mm/dd/yyyy)	Date Exposure to OEP Ended (mm/dd/yyyy)	Relationship to OEP
---	---	---------------------

Description of how injured party was exposed through the OEP to asbestos or an asbestos-containing product, or to conduct that exposed the claimant to asbestos or an asbestos-containing product, for which THAN has legal responsibility:

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

- Full-time
  Part-time
  Retired  
 Partially Disabled
  Fully Disabled
  N/A (deceased)

Amount of last annual wages

Date of last wages received (mm/dd/yyyy)

**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

***To file by mail, send this completed form and all supporting documentation to:***

T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust  
c/o Verus Claims Services, LLC  
3967 Princeton Pike  
Princeton, NJ 08540

**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 THAN Exposure, as set forth in the filing instructions.

*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).
- Copy of tolling agreement (if applicable under Section 6).

*If you are filing an Individual Review claim and have additional information (see TDP section 5.3(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 a Claim with the THAN Asbestos PI Trust

# **T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust**

## **Instructions for Filing Claims**

The T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust (the “Trust”) was established as a result of the bankruptcy of T H Agriculture & Nutrition, L.L.C. (“THAN”). The Trust was created to process, liquidate and pay valid asbestos personal injury claims in accordance with the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures (as amended, 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 - a copy of which is attached. The T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Procedures for Reviewing and Liquidating Asbestos PI Claims (the “Trust Procedures”) set forth the Trust’s procedures for reviewing and liquidating claims and may be found at [www.THANasbestostrust.com](http://www.THANasbestostrust.com). These instructions are organized in four sections:

- How do I file a claim with the Trust?
- How will claims be processed?
- What are the requirements for a valid claim under the TDP?
- How will I receive payment if I have a valid claim?

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

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 either (1) by submission of a hard copy of the enclosed Claim Form; (2) by electronic submission of the Claim Form in Excel format through the Trust’s online filing system; or (3) by entry of the claim information using the on-line Claim Form. A copy of the Claim Form in Excel format is available for download at [www.THANasbestostrust.com](http://www.THANasbestostrust.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 or facsimile, or submitted online by using the following addresses:

#### **Mail Submissions:**

T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust  
C/O Verus Claims Services, LLC  
3967 Princeton Pike  
Princeton, NJ 08540  
Telephone: (609) 466-0427  
Facsimile: (609) 466-1449  
E-mail: [support@verusllc.com](mailto:support@verusllc.com)

**Online submissions:** <https://trust.verusllc.com>

To use the Trust’s online filing system, law firms must first execute the Electronic Filer Agreement attached to these instructions. The Electronic Filer Agreement is also available for download at [www.THANasbestostrust.com](http://www.THANasbestostrust.com). The Trust strongly recommends that law firms make use of the online

# **T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust**

## **Instructions for Filing Claims**

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.THANasbestostrust.com](http://www.THANasbestostrust.com). Registering with the Trust is required in order for the Trust to confirm tax identification numbers prior to making 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 processing queue (the “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 claim processing may be directed to:

Dan Myer (609) 466-0427 x1006 [dmyer@verusllc.com](mailto:dmyer@verusllc.com)

Mark Eveland (609) 466-0427 x1004 [meveland@verusllc.com](mailto:meveland@verusllc.com)

### ***Statutes of Limitations and Repose***

All claims must be filed before the expiration of the relevant statutes of limitations and repose. See Section 5.1(a)(2) of the TDP for details on the application of the statutes of limitations and repose and tolling provisions. For purposes of statutes of limitations and repose, a claim will be deemed to be filed when the Trust has assigned a Claim ID Number. A Claim ID Number is assigned when a claimant’s name and Social Security Number are filed with the Trust.

### ***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. Seven Disease Levels have Scheduled Values (for Expedited Review), and seven Disease Levels have ranges of values (for Individual Review). The Disease Level values have been selected and derived with the intention of achieving a fair

# T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust

## Instructions for Filing Claims

allocation of the Trust’s funds as among injured parties suffering from different diseases in light of the best available information considering the settlement history of THAN and the rights claimants would have in the tort system absent the bankruptcy.

### ***Required Information and 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 to be reviewed” per Section 5.1(a)(1) of the TDP. In order to meet the “sufficiently complete to be reviewed” requirement, all of the following information and supporting documentation must be provided:

### ***Required Information***

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 or Claim Filing Date (if a lawsuit or claim 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	Jurisdiction Selection (if no lawsuit was filed)
Section 7: Occupational Exposure to Asbestos Products	Start Date
Section 7: Occupational Exposure to Asbestos Products	End Date
Section 7: Occupational Exposure to Asbestos Products	Occupation
Section 7: Occupational Exposure to Asbestos Products	Site of Exposure
Section 7: Occupational Exposure to Asbestos Products	Site Location City
Section 7: Occupational Exposure to Asbestos Products	Site Location State
Section 7: Occupational Exposure to Asbestos Products	Site Location Country
Section 7: Occupational Exposure to Asbestos Products	Industry
Section 7: 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 THAN is legally responsible
Section 7: Occupational Exposure to Asbestos Products	Description of Significant Occupational Exposure

# T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust

## Instructions for Filing Claims

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

*For all claimants:*

- Medical records supporting the diagnosis of the claimed Disease Level.
- Proof of THAN exposure, as required by the TDP.
- Death certificate (if applicable).

*For claimants asserting 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 claimants asserting Exigent Health Claims in Disease Levels IV-VII:*

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

### ***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 FIFO processing number when the claim is deemed sufficiently complete to be reviewed (as specified above under ***Required Information and Supporting Documentation***). 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.

#### ***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 indicated 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 likely be paid later than would have been the case had the claimant elected the Expedited Review process. If the claimant is seeking Individual Review, Sections 4, 8, 9 and 10 of the Claim Form must be completed to the extent applicable.

# **T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust**

## **Instructions for Filing Claims**

### ***Expedited Review***

Expedited Review is explained in Section 5.3(a) of the TDP. All claimants, except those with claims for Lung Cancer 2 (Disease Level VI), Foreign Claims, claims for secondary exposure, 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. The Disease Levels and Scheduled Values are set forth at section 5.3(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 5.3(b)(1) of the TDP, all claims for secondary exposure, as described in Section 5.5 of the TDP, and all Extraordinary Claims, as defined in Section 5.4(a) of the TDP, must be submitted for Individual Review. Exigent Health Claims and Exigent Hardship Claims, as defined in Section 5.4(b) of the TDP, may 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. 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.

In addition, claimants holding claims in Disease Levels II, III, 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 5.4(a) of the TDP, the liquidated value of a Disease Level II-VIII claim determined under Individual Review may not exceed the Maximum Value for the relevant Disease Level, as set forth in Section 5.3(b)(3) of the TDP. Also, the liquidated value of any 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 5.3(b)(2) of the TDP for the valuation factors considered in the Individual Review process.



# T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust

## Instructions for Filing Claims

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 an Individual Review, the claimant may challenge the resolution of the claim under the Trust's ADR procedures. See Section 5.10 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 5.4 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. 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 5.3(a)(3) of the TDP for all applicable criteria.

<b><u>Disease Level</u></b>	<b><u>Scheduled Value</u></b>	<b><u>Medical/Exposure Criteria</u></b>
Mesothelioma (Level VIII)	\$150,000	(1) Diagnosis of mesothelioma; and (2) THAN Exposure as defined in Section 5.7(b)(3) of the TDP.
Lung Cancer 1 (Level VII)	\$ 65,000	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months THAN Exposure prior to December 31, 1986, (3) Significant Occupational Exposure to asbestos (as defined in Section 5.7(b)(2) 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 a primary lung cancer, (2) THAN Exposure prior to December 31, 1986, and (3) supporting medical

# T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust

## Instructions for Filing Claims

		documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.
Other Cancer (Level V)	\$ 30,000	(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 THAN Exposure prior to December 31, 1986, (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)	\$ 60,000	(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 THAN Exposure prior to December 31, 1986, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary impairment in question.
Asbestosis/ Pleural Disease (Level III)	\$ 8,000	(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 THAN Exposure prior to December 31, 1986, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary impairment in question.
Asbestosis/ Pleural Disease (Level II)	\$ 3,800	(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease, and (2)

# T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust

## Instructions for Filing Claims

six months THAN Exposure prior to December 31, 1986, and (3) five years cumulative occupational exposure to asbestos.

Other Asbestos Disease  
(Level I Cash Discount Payment)      \$ 500

(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease or an asbestos-related malignancy other than mesothelioma, and (2) THAN Exposure prior to December 31, 1986.

### ***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 5.7(a) of the TDP.

### ***Exposure Evidence***

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

- For all Disease Levels, THAN Exposure (as described below and as set forth in the TDP) prior to December 31, 1986.
- For Disease Level II, six months of THAN Exposure (as described below and as set forth in the TDP) prior to December 31, 1986, plus five years of cumulative occupational exposure to asbestos.
- For Disease Levels III, IV, V or VII, six months of THAN Exposure (as described below and as set forth in the TDP) prior to December 31, 1986, plus Significant Occupational Exposure (as described below and as set forth in the TDP) to asbestos.

If the claimant cannot meet the presumptive exposure requirements for a Disease Level for Expedited Review, the claimant may seek Individual Review. For further details regarding exposure evidence required for a valid claim, see Section 5.7(b) of the TDP.

### ***THAN Exposure***

See Section 5.7(b)(3) of the TDP for the required showing of THAN Exposure.

The Claim Form requires the claimant to list the occupation and industry in which the injured party worked at the time the THAN Exposure occurred. 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 5.7(b)(3) of the TDP. See Claim Form, Part 11.

# **T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust**

## **Instructions for Filing Claims**

### ***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)(2) 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 Trust's receipt of the executed release. If the claim is made by a personal representative, the executed release must be accompanied by Letters of Administration or other proof of the personal representative's capacity unless such documentation has previously been submitted to the Trust. The claimant will receive a payment equal to the Payment Percentage multiplied by the liquidated value of the claim. If the claimant is represented by an attorney, the payment will 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 a full explanation of the Trust's payment procedures.

### ***Payment Percentage***

Except for claims involving Other Asbestos Disease (Disease Level I), 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 and liquidity of the Trust's assets after considering the Trust's operating expenses.

Currently, the Payment Percentage is 15%. Applying this Payment Percentage, a claimant with a valid claim that is liquidated at Scheduled Value will receive 15% of the Scheduled Value of the claim. However, the Payment Percentage is subject to adjustment pursuant to the TDP, and thus payments to claimants may be made at a lower Payment Percentage. The Trustees 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.

### ***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 all claimants in any year may not exceed the Maximum Annual Payment for that year. In distributing the Maximum Annual Payment, the Trust will first allocate the amount in question to claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) that have been liquidated by the Trust. The remaining portion of the Maximum Annual Payment (the "Maximum Available Payment"), if any, will then be allocated and used to satisfy all other liquidated claims. See Section 2.4 of the TDP for information regarding the Maximum Annual Payment and Maximum Available Payment.

## **T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust**

### **Instructions for Filing Claims**

In addition, payments are subject to the Claims Payment Ratio. 80% of the Maximum Available Payment may be used to pay claims in Disease Levels IV-VIII in a given year, and 20% of the Maximum Available Payment may be used to pay claims in Disease Levels II and III. See Section 2.5 of the TDP for information regarding the Claims Payment Ratio.

**Exhibit D**

Electronic Filer Agreement

## ELECTRONIC FILER AGREEMENT

This Electronic Filer Agreement (the “**Agreement**”) is made by and between Verus Claims Services, LLC, with offices at 3967 Princeton Pike, Princeton New Jersey 08540 (“**Verus**”), the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust, a Delaware statutory trust (the “**Trust**”), and the law firm of \_\_\_\_\_, with offices at \_\_\_\_\_ (“**Law Firm**”) (each a “**Party**” and collectively the “**Parties**”).<sup>1</sup>

### Recitals

WHEREAS, Verus currently processes asbestos-related personal injury claims (“**Claims**”) filed against the Trust;

WHEREAS, the Law Firm intends to file Claims on behalf of certain of the Law Firm’s clients (“**Claimants**”) against the Trust; and

WHEREAS, it is mutually beneficial to Verus and the Law Firm to communicate information to each other 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 consideration is hereby acknowledged, the Parties agree as follows:

### 1. Electronic Claims Filing

- 1.1 Access to Verus Online. Subject to the terms hereof, Verus shall provide the Law Firm access to Verus’s proprietary online, electronic claims filing system (“**Verus Online**”) for the limited purposes of electronically filing and settling Claims with the Trust and accessing and providing information to Verus and the Trust regarding such Claims. Under the terms hereof, the Law Firm shall be permitted access through Verus Online to information regarding only the Claims filed against the Trust by the Claimants, and the Law Firm shall be authorized to act through Verus Online in regard only to the Claims filed against the Trust by the Claimants. The Law Firm shall not use Verus Online to file or settle Claims, nor to access or provide information regarding Claims, for clients of another law firm unless such other law firm has entered separately into this Agreement and has designated in writing an authorized principal, employee, or agent of the Law Firm to serve as the Firm Administrator, as defined below, for such other law firm.
- 1.2 Filing Methods, Media, and Format. Verus shall accept, through Verus Online, claim information from the Law Firm using one or more electronic

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

methods, media and formats that Verus will from time to time specify. The methods, media and formats that Verus shall specify will be among those then in general use among businesses transferring information electronically.

- 1.3 Proprietary System. The Law Firm acknowledges that Verus Online, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of Verus. 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 Verus Online, 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; provided, however, 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 Verus Online 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 Verus Online on the Law Firm's behalf (together with the Firm Administrator, the "**Law Firm Users**"). Some Law Firm Users may be limited in the functions they can perform on Verus Online, and the Firm Administrator will have the power to designate the level of authority that each of the Law Firm Users will have for Verus Online. The Law Firm will remain responsible for oversight and supervision of the persons authorized to access Verus Online, 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. Verus will assign a unique Verus Online password to each Law Firm User. Verus will provide access to Verus Online only upon entry of the Law Firm User name and password. Verus recommends that passwords be changed frequently. Law Firm Users may not share their passwords with others, and the Law Firm shall keep all passwords confidential and shall not permit any person to use a Verus Online password that is not assigned to that person. Verus will limit each Law Firm User's access to Verus Online based upon the level of authority specified by the Firm Administrator. Verus may deny any Law Firm User access to Verus Online following a designated number of failed log-ins.



Verus also retains the right to temporarily deny Law Firm Users access to Verus Online for any reason, including, but not limited to, system resources, bandwidth constraints, or fraud or security concerns; but Verus shall not be responsible for any failure on its part to grant access to Verus Online to any user.

- 2.3 Reliance on Law Firm Communications. Verus and the Trust are entitled to rely on communications and instructions they receive from persons using Verus Online user accounts and passwords assigned by Verus and purporting to act on behalf of the Law Firm. Unless Verus or the Trust act with gross negligence, they shall not be held liable for such reliance.
- 2.4 Reaffirmation of Terms and Conditions. Each time a Law Firm User accesses Verus Online, such person will be required to review a logon screen in the form set forth on Attachment 1 hereto that will request reaffirmation that all information submitted to Verus will conform to the terms of this Agreement and will be submitted pursuant to and subject 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, as required by Section 5.1. The logon screen will have a hyperlink to an electronic copy of this Agreement. The logon 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 before accessing Verus Online 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 Verus Online, the Law Firm must provide its own compatible computer equipment that meets technical standards that Verus will from time to time announce. The standards that Verus will set for this purpose will be among those then in general use among businesses transferring information electronically.
- 3.2 Reports. Verus will make available to the Law Firm, through Verus Online, the ability to download specified data and to generate reports summarizing information regarding the Law Firm's Claimants' Claims.
- 3.3 Continuous Access. The Verus Online system will be available to the Law Firm seven days per week, with the exception that availability will be interrupted: (a) nightly for approximately one hour to synchronize data with the Verus processing systems, and (b) at any time as a result of system failure or when necessary for system upgrades, maintenance, or other operational considerations. When reasonably possible, Verus 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, Verus shall use its best efforts to minimize the length and frequency of such

interruptions. Notwithstanding any other provision of this Agreement, Verus shall not be liable for any damages resulting directly or indirectly from system unavailability.

- 3.4 Security. Verus will maintain physical, electronic, and procedural safeguards that will protect the information the Law Firm transmits through Verus Online.

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

- 4.1 Adherence to TDP. Electronic filing through Verus Online shall not affect the requirements of the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures (“**TDP**”).
- 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 hereunder shall be submitted pursuant to and subject 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.
- 5.2 Complete Information Required. Neither Verus nor the Trust is obligated to take any action on an electronically filed Claim until it has received the complete information required by the TDP.
- 5.3 Filing. Assignment of a claim number by Verus Online 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 Verus Online system permits an electronic Claim filing to be saved prior to its electronic submission, saving a Claim filing does not constitute a valid filing of a Claim for any purposes, including tolling of statutes of limitation or repose, and Verus will not have, and in any case will not be deemed to have, any record of such saved information. If the Verus Online system refuses, or otherwise does not accept, the submission of an electronic filing for any reason, including a Verus Online system failure, this refusal or unaccepted filing too shall not toll 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 Verus Online. Copies may be retained in

either paper or electronic format. The Law Firm will timely provide copies of such documents to Verus upon request.

- 5.5 Use of Claimants' Confidential Information. Any Claim information the Law Firm submits through Verus Online pursuant to this Agreement shall remain confidential information submitted for settlement purposes only and shall be subject to the provisions of Section 6.5 of the TDP.

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

- 6.1 Settlement Offers. Verus, acting on behalf of the Trust, shall communicate completion of review of a Claim and any settlement offer to the Law Firm. Upon electronic communication of any settlement offer by Verus, the Law Firm will be able to electronically view and print, in a portable document file (.pdf) format, a customized release for use in documenting acceptance of the settlement offer (the "**Release**"). The Release shall not be modified in any manner from the customized format provided. Upon the Law Firm's request, Verus will mail a hard copy of the Release 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 Verus Online, the Law Firm will be responsible for obtaining the signature of the Claimant on the Release and delivering the Release to Verus. Delivery of the Release may be made in one of two ways: (a) the original, signed Release may be mailed to Verus, or (b) an image of the original, signed Release may be uploaded to Verus through Verus Online, separately emailed, or faxed to Verus. A hard copy of the original, signed Release shall not be required to be returned to Verus as a precondition to payment.
- 6.3 Payment Method Options. Verus will make payment of Claims pursuant to the instructions on file with Verus at the time of payment.

## **7. Limitation of Liability**

- 7.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, neither Verus, the Trust, nor any 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 Verus Online.
- 7.2 DISCLAIMER. VERUS AND THE 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 Verus may assign or otherwise transfer this Agreement to another entity that processes asbestos personal injury claims for the Trust, 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, Verus will cease providing the Law Firm with access to Verus Online, and the Law Firm will cease making online Claim submissions and accessing Verus Online.
- 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 Verus, will be resolved as provided in 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 electronically, including, without limitation, by facsimile machine or email, 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 writing 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.

8.10 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]**

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

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

Its: \_\_\_\_\_

**VERUS CLAIMS SERVICES, LLC**

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

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

Its: \_\_\_\_\_

**T H AGRICULTURE & NUTRITION, L.L.C. ASBESTOS PERSONAL INJURY TRUST**

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

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

Its: \_\_\_\_\_

**ATTACHMENT 1**

**ELECTRONIC FILING LOGON SCREEN**

By clicking "I Agree" below, the Law Firm certifies that it is authorized by the Claimant to submit a claim, that the information and materials submitted in this online session comply in all respects with 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, and that all information submitted online conforms to the terms and conditions of the [Electronic Filer Agreement](#). (In the event you wish to review the full text of the [Electronic Filer Agreement](#) you may do so by clicking the hyperlink.) By proceeding to log on, you acknowledge your assent to these terms and conditions.

Username:

Password:

Client: T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust

I Agree

**Exhibit F**

Release

**T H AGRICULTURE & NUTRITION, L.L.C. ASBESTOS PERSONAL INJURY TRUST**

**RELEASE**

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

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

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

**If the Injured Party or personal representative filed a lawsuit against T H Agriculture & Nutrition, L.L.C. for asbestos-related injuries and Injured Party's spouse is a party to the lawsuit, please provide the following additional information:**

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

**Spouse's Social Security Number:** \_\_\_\_\_

**Liquidated Value of Claim: \$** \_\_\_\_\_

The T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust (the "Trust"), and the undersigned injured party ("Injured Party") or "Personal Representative"<sup>1</sup> (either being referred to herein as "Releasor"), agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings assigned to them in the First Amended Prepackaged Plan of Reorganization of T H Agriculture & Nutrition, L.L.C. Under Chapter 11 of the Bankruptcy Code, filed pursuant to section 1121(a) of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and confirmed by an order of the United States Bankruptcy Court for the Southern District of New York entered on May 28, 2009, which confirmation was affirmed by an order of the United States District Court for the Southern District of New York entered on October 26, 2009 (as supplemented and modified, the "Plan").

2. Releasor has filed a claim against the Trust (the "Claim"). The Trust has reviewed the Claim to determine whether it is compensable under the terms of the T H Agriculture & Nutrition, L.L.C. Asbestos Trust Distribution Procedures (as amended, the "TDP"). The Trust has determined that the Claim is compensable. The Trust has offered to settle the Claim for the liquidated value set forth above, which shall be paid at the Trust's Payment Percentage as set forth in Section 3 of this Release. Releasor has decided to accept the offer and enter into this Release.

3. As set forth in Section 4.3 of the TDP, the amount of the settlement payment to Releasor under this Release (the "Payment Amount") shall be equal to the liquidated value of the Claim multiplied by the Payment Percentage in effect at the time of payment, except as otherwise provided with respect to Asbestos PI Claims involving deceased or incompetent claimants for which approval of the Trust's offer by a court or through a probate process is required. The Payment Percentage may be adjusted from time to time as provided in the TDP, and there is no guarantee that Releasor will receive a Payment Amount equal to the liquidated value multiplied by the Payment Percentage in effect when this Release is executed. Releasor acknowledges that the Trust cannot provide any assurance of the level of the Payment Percentage that will apply to the liquidated value of the Claim. Releasor further acknowledges that the fact that past claimants have been paid a larger percentage of the value of their claims shall not entitle Releasor to any additional compensation from the Trust. Should the Payment Percentage be increased subsequent to the payment of the Payment Amount under this Release, Releasor shall be entitled to supplemental payments as provided in Section 4.3 of the TDP. Subject to the payment provisions set forth in the TDP, the Trust will mail or electronically transfer to Releasor (or Releasor's counsel) the Payment Amount. This Release shall be effective upon receipt by Releasor (or Releasor's counsel) of the Payment Amount.

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<sup>1</sup> The "Personal Representative" is the person who under applicable state law or legal documentation has the authority to represent the Injured Party, the Injured Party's estate or the Injured Party's heirs.



4. In consideration for the agreements described herein and other good and valuable consideration, Releasor hereby fully releases (i) the Trust, (ii) the current and former Trustees (including the Delaware Trustee) of the Trust, (iii) the Asbestos PI Trust Advisory Committee of the Trust, (iv) the Future Claimants' Representative of the Trust, (v) each of the current and former directors, members, officers, agents, consultants, advisors, employees, attorneys, predecessors, successors and assigns of any of the parties set forth in items (i) through (iv), and (vi) any and all persons or organizations who are entitled to benefit from the injunctions entered pursuant to the Plan, including, without limitation, the Debtor, each Asbestos Protected Party and each Settling Asbestos Insurance Entity (the parties set forth in (i) through (vi) each, a "Releasee" and collectively, "Releasees") from any and all Asbestos PI Claims, whether such claims are known or unknown, suspected or unsuspected, concealed or hidden, accrued or not accrued; provided, however, that if the Claim involves only a non-malignant asbestos-related disease, then this Release is a limited release for non-malignancy claims and a new claim may be asserted, as provided in the TDP, against the Trust for and based solely on a malignant disease that is subsequently diagnosed. This Release provides a release only with respect to Asbestos PI Claims as such term is defined in the Plan, and no other claims Releasor may have against any Releasee are released hereby.

5. Releasor expressly covenants and agrees forever to refrain from bringing any suit or proceeding, at law or in equity, against Releasees with respect to any Asbestos PI Claim released hereby.

6. Releasor agrees that this Release is to be effective not only on behalf of Injured Party but also for Injured Party's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns and for any other person or entity asserting any Asbestos PI Claim based in whole or in part on any asbestos-related injury allegedly suffered by Injured Party except for any Indirect Asbestos PI Claim; provided, however, that this Release does not release claims for asbestos-related injuries suffered by Injured Party's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors or assigns, or any other person, because of such person's (as opposed to Injured Party's) personal exposure to asbestos.

7. Releasor agrees that this is a compromise of disputed claims and that the payment of the consideration for this Release is not to be considered as an admission of liability on the part of any person or entity released hereby. It is further understood that this Release is not intended to relinquish any claim Releasees may have against any party or Releasor has against any party that is not a Releasee. The parties further agree that this Release shall not be admissible in any suit or proceeding whatsoever as evidence, except to enforce this Release, nor shall it be an admission of any liability.

8. Releasor represents and warrants that all valid liens, subrogation and reimbursement claims relating to benefits paid to or on account of the Injured Party in connection with, or relating to, the Asbestos PI Claim released herein have been or will be resolved. It is further agreed and understood that no Releasee shall have any liability to the Releasor or any other person or entity in connection with such liens or claims and that the Releasor will indemnify and hold the Releasees harmless from any and all liability arising from subrogation, indemnity or contribution claims, related to the Asbestos PI Claim released herein, including those arising from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation, or contract, up to the full extent of the compensation paid by the Trust to Releasor on account of the Claim.

9. Releasor, on behalf of Injured Party and Injured Party's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns, agrees to indemnify and hold harmless Releasees from any further payment of liabilities, debts, liens, charges, costs and/or expenses of any character (including reasonable attorneys' fees and costs) arising out of any and all asbestos-related claims by or on behalf of Injured Party or Injured Party's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns up to the full extent of the compensation paid or to be paid by the Trust to Releasor on account of the Claim; provided, however, that this indemnification and hold harmless obligation shall not apply to claims for (i) subsequently diagnosed malignancy to the extent such claims are not released pursuant to Section 4 of this Release and (ii) asbestos-related injuries suffered by Injured Party's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors or assigns, or any other person, because of such person's (as opposed to Injured Party's) personal exposure to asbestos to the extent such claims are not released pursuant to Section 6 of this Release.

10. This Release contains the entire agreement between the parties and supersedes all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof.

11. Releasor agrees that the law of the State of Delaware shall govern the construction of this Release notwithstanding any application of choice of law analysis. Releasor expressly authorizes the Trust to make payment under the terms of this Release to Releasor's counsel (if any) for the benefit of Releasor and Releasor's counsel.

12. Releasor further states that he or she is of legal age, with no mental disability of any kind, and is fully and completely competent to execute this Release on his or her own behalf and/or in his or her capacities as specified herein. Releasor further states that this Release has been explained to him or her and he or she knows the contents, as well as the effect, thereof. Releasor further acknowledges that he or she executed this instrument after consultation with his or her attorney or the opportunity to consult with an attorney of his or her choice.

13. TO ENSURE THE ENFORCEMENT OF THIS RELEASE FULLY IN ACCORDANCE WITH THE TERMS HEREOF, INCLUDING BUT NOT LIMITED TO PARAGRAPH 4 HEREOF, RELEASOR HEREBY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 AND UNDER ANY OTHER FEDERAL OR STATE LAW OF SIMILAR EFFECT. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." RELEASOR ACKNOWLEDGES THAT HE OR SHE HAS BEEN ADVISED BY HIS OR HER ATTORNEY(S) CONCERNING, AND IS FAMILIAR WITH, THE EFFECT OF THIS WAIVER. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THAT THIS WAIVER PREVENTS RELEASOR FROM MAKING ANY CLAIM AGAINST RELEASEES FOR ADDITIONAL DAMAGES EXCEPT AS SPECIFICALLY PROVIDED HEREIN. RELEASOR ACKNOWLEDGES THAT HE OR SHE INTENDS THESE CONSEQUENCES.

14. If any provision or part of any provision of this Release is determined to be void and unenforceable by a court of competent jurisdiction, the remainder of this Release shall remain valid and enforceable to the extent that Releasees' purpose for obtaining this Release can be realized.

**CERTIFICATION**

I hereby (i) agree to the terms of this Release, and (ii) unconditionally and expressly warrant that in executing this Release on behalf of any other person I have full authority to do so on such person's behalf in all respects, and declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

I further certify that I have paid or resolved, or will provide for the payment or resolution of, any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance issued in connection therewith or amendments thereto, in connection with or relating to, the Claim.

I am: \_\_\_\_ the Injured Party

\_\_\_\_ the Personal Representative of the Injured Party, the Injured Party's Estate, or the Injured Party's Heirs

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Injured Party or Personal Representative

\_\_\_\_\_  
Printed Name

**Exhibit G**

Law Firm Registration Form

**T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust  
Law Firm Registration Form**

Please complete this form to register your law firm with the T H Agriculture & Nutrition, L.L.C. 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: T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust      Email: [support@verusllc.com](mailto:support@verusllc.com)  
 c/o Verus Claims Services, LLC  
 3967 Princeton Pike  
 Princeton, NJ 08540

Fax: (609) 466-1449

<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

Arbitration Notice

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, THAN claim file number

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

Please be advised that as of the date of this notice the T H Agriculture & Nutrition, L.L.C. Asbestos PI Trust (the "Trust") and the named claimant have completed Individual Review of the claim filed by the above named claimant. Individual Review has not resulted in an agreed liquidated claim. The Trust has made a final offer of \_\_\_\_\_, which the claimant has rejected in writing. The claimant's final demand was \_\_\_\_\_, which the Trust has rejected. The claimant has thirty (30) days from the date of this notice to demand that the claim be submitted for alternative dispute resolution ("ADR"), including arbitration, pursuant to Section 5.10 of the T H Agriculture & Nutrition, L.L.C. Asbestos Trust Distribution Procedures (as amended, the "TDP").

To initiate the ADR process, the claimant must file a notice demanding arbitration. A form for Demand for Arbitration is available at the Trust's webpage at [www.thanasbestostrust.com](http://www.thanasbestostrust.com).

/s/  
Verus Claims Services, LLC  
on behalf of the Trust

Demand for Arbitration

To: T H Agriculture & Nutrition, L.L.C. Asbestos PI Trust

\_\_\_\_\_, [Insert: claimant's name, social security number, THAN claim file number], a claimant who has filed a claim with the T H Agriculture & Nutrition, L.L.C. Asbestos PI Trust (the "Trust"), hereby submits to the Trust this notice demanding arbitration of the claim, as provided in Section 5.10 of the T H Agriculture & Nutrition, L.L.C. Asbestos Trust Distribution Procedures (as amended, the "TDP").

The claimant understands that mediation and pro bono evaluation may be selected as alternative dispute resolution mechanisms for use prior to arbitration. The claimant may elect to submit to mediation or pro bono evaluation prior to arbitration or, alternatively, may waive mediation and pro bono evaluation and proceed directly to arbitration. If mediation or pro bono evaluation does not result in a settlement of the claim, the claimant retains the right to proceed with arbitration. Whether or not the claimant elects to submit to mediation or pro bono evaluation, the claimant must make the election of binding or non-binding arbitration when submitting this demand.

The claimant elects (choose one):

\_\_\_\_ Mediation or \_\_\_\_ Pro Bono Evaluation or \_\_\_\_ Waiver of Both

For arbitration, the claimant elects (choose one):

\_\_\_\_ Binding arbitration

\_\_\_\_ Non-binding arbitration

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

Respectfully submitted,

\_\_\_\_\_  
Signed by claimant or by attorney, if represented

This Demand for Arbitration may be mailed, faxed, or e-mailed to the Trust:

T H Agriculture & Nutrition, L.L.C. Asbestos PI Trust  
c/o Verus Claims Services, LLC  
3967 Princeton Pike  
Princeton, NJ 08540  
Facsimile: (609) 466-1449  
Email: [dmyer@verusllc.com](mailto:dmyer@verusllc.com)