

ELECTRONIC FILER AGREEMENT

This Electronic Filer Agreement (“**Agreement**”) is made by and between MFR Claims Processing, Inc., with offices at 115 Pheasant Run, Suite 212, Newtown, Pennsylvania 18940 (“**MFR**”), the APG Asbestos Trust (“**APG Trust**”), with offices at Rodney Square North, 1100 N. Market St., Wilmington, Delaware 19890, and the law firm of _____, with offices at _____ (“**Law Firm**”) (each a “**Party**” and, collectively, the “**Parties**”).

Recitals

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

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

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

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

1. Electronic Claims Filing

- 1.1 Access to MFR Online. Subject to the terms hereof, MFR shall provide the Law Firm access to MFR’s proprietary online, electronic claims filing system (“**MFR Online**”) for the limited purpose of electronically filing and settling asbestos personal injury claims with the APG Trust. (When the context permits, as used herein, “access to MFR Online” may also refer to access to the claims information electronically submitted by the Law Firm in connection with asbestos personal injury claims filed against the APG Trust). The Law Firm shall be permitted access through MFR Online to information regarding only the Law Firm’s own claims filed against the APG Trust, and the Law Firm shall be authorized to act through MFR Online in regard only to the Law Firm’s clients’ claims filed against the APG Trust. The Law Firm shall not use MFR Online to file or settle claims, or to access information regarding claims, for clients of another law firm unless such other law firm has entered separately into this Agreement and has designated in writing an authorized principal, employee, or agent of the Law Firm to serve as the Firm Administrator, as defined below, for the other law firm.
- 1.2 Filing Methods, Media, and Format. The APG Trust shall accept, through MFR Online, claim information from the Law Firm using one or more electronic methods, media, and formats that MFR will from time to time

specify. The methods, media, and formats that MFR will specify will be among those then in general use among businesses transferring information electronically.

- 1.3 Proprietary System. The Law Firm acknowledges that MFR Online, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of MFR. 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 MFR 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, with the exception that the Law Firm may publish, disclose, display, provide access to, or otherwise make available to a Claimant represented by the Law Firm any screens, formats, reports, or printouts that contain information relating solely to that Claimant's claim.

2. User Identification

- 2.1 Firm Administrator. The Law Firm's access to MFR 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 MFR Online on the Law Firm's behalf ("**Law Firm Users**"). The Law Firm shall remain responsible for oversight and supervision of the persons authorized to access MFR Online, and the Law Firm will at all times remain responsible for the accuracy of the information submitted.
- 2.2 Limited Access. MFR will assign a unique MFR Online password to the Firm Administrator and each additional Law Firm User designated by the Firm Administrator. MFR will provide access to MFR Online only upon entry of the Law Firm User name and password. MFR recommends that passwords be changed frequently. Law Firm Users may not share their passwords with others, and the Law Firm shall keep all user names and passwords confidential and shall not permit any person to use a MFR Online password that is not assigned to that person. MFR will limit each Law Firm User's access to MFR Online based upon the level of authority specified by the Firm Administrator. MFR may deny any Law Firm User access to MFR Online following failed log-ins. MFR also retains the right to temporarily deny Law Firm Users access to MFR Online for any reason, including, but not limited to, system resources, bandwidth constraints, fraud, or security concerns; but MFR shall not be responsible for any failure on its part to deny access to MFR Online to any user.

- 2.3 Reliance on Law Firm Communications. MFR is entitled to rely on communications and instructions it receives from persons using MFR Online user accounts and passwords assigned by MFR and purporting to act on behalf of the Law Firm and, unless MFR acts with gross negligence, it shall not be held liable for such reliance.
- 2.4 Reaffirmation of Terms and Conditions. Each time a Law Firm User accesses MFR Online, such person will be required to review a log-on screen in the form set forth on **Attachment 1** hereto that will request reaffirmation of this Agreement and a certification that all information submitted to the APG Trust through MFR will comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure and that such information is submitted subject to the terms of this Agreement. The log-on screen will require the Law Firm User to evidence such reaffirmation by clicking “Login” or other similar language. The requirement of reaffirming the terms and conditions of this Agreement before accessing MFR 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 MFR Online, the Law Firm will provide its own compatible computer equipment that meets technical standards that MFR will from time to time announce. The standards that MFR will set for this purpose will be among those then in general use among businesses transferring information electronically.
- 3.2 Reports. Through MFR, the APG Trust will make available to the Law Firm (through MFR Online) the ability to download specified data and to generate reports summarizing information regarding the Law Firm’s claims.
- 3.3 Continuous Access. The MFR Online system will be available to the Law Firm seven days per week, with the exception that availability will be interrupted nightly for approximately one hour to synchronize data with the MFR processing systems and at any time as a result of system failure or when necessary for system upgrades, maintenance, or other operational considerations. When reasonably possible, MFR 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, MFR will use its best efforts to minimize the length and frequency of such interruptions. Notwithstanding any other provision of this Agreement, MFR shall not be liable for any damages resulting directly or indirectly from system unavailability.
- 3.4 Security. MFR, on behalf of the APG Trust, will maintain physical, electronic, and procedural safeguards that will protect the information that the Law Firm transmits through MFR Online.

4. Rules and Procedures

- 4.1 Adherence to TDP. Electronic filing through MFR Online shall not affect the requirements of the APG Asbestos Trust Distribution Procedures (“TDP”), as may be amended from time to time.
- 4.2 Payment Criteria Unchanged. This Agreement is not intended to alter and does not supersede the claim payment criteria contained in the TDP. This Agreement does not create any rights to claim payment beyond those set forth in the TDP.

5. Claim Information

- 5.1 Law Firm Certification. The Law Firm hereby represents, and in connection with the submission of any claim shall certify, that it is authorized by the Claimant to submit a claim, and that the information and materials submitted in connection with a claim filed through MFR Online with the APG Trust shall comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure.
- 5.2 Complete Information Required. MFR and the APG Trust are not obligated to take any action on an electronically filed claim until they have received the complete information required by the TDP.
- 5.3 Filing. Assignment of a claim number by MFR 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 MFR Online system may permit an electronic claim filing to be saved prior to its electronic submission, this does not constitute a valid claim filing for any purpose, including tolling of any applicable statute of limitations or repose, and MFR will not have, and in no case will be deemed to have, any record of such an entry. If the MFR Online system refuses, or otherwise does not accept, the submission of an electronic filing for any reason, including a MFR Online system failure, this too shall not constitute a tolling of any applicable statute of limitations or repose.
- 5.4 Maintenance of Supporting Documents. The Law Firm shall maintain a copy of each document relied upon in connection with any claim electronically filed through MFR Online. Copies may be retained in either paper or electronic format. The Law Firm will timely provide copies of such documents to MFR upon request made on behalf of the APG Trust.
- 5.5 Confidential Information. Any claim information the Law Firm submits through MFR Online pursuant to this Agreement, including information submitted in Bulk Data Transmissions, as defined below, shall remain confidential information submitted for settlement purposes only, and shall not be disclosed except as provided for herein or in the TDP. In the event

that the Law Firm directs another asbestos trust to transmit to the APG Trust any information from such trust for the purpose of settling a claim filed against the APG Trust (collectively, the “**Claimant’s Prior Data**”), such Claimant’s Prior Data may be used in processing the Claimant’s claim against the APG Trust. The Law Firm hereby represents and warrants that for every claim submitted to the APG Trust through MFR Online for which the Law Firm directs another asbestos trust to transmit the Claimant’s Prior Data to the APG Trust, the Law Firm is authorized to consent on behalf of each Claimant to such use of the Claimant’s Prior Data, and hereby does so consent. The Law Firm understands and agrees that MFR and the APG Trust are relying upon the representations and warranties contained herein. The Release, as defined below, shall specifically provide for the Claimant’s consent to the use of the Claimant’s Prior Data in the event the Law Firm directs the transmission of the Claimant’s Prior Data through MFR Online as provided in this Section 5.5.

5.6 Use of Confidential Information in Bulk Data Transmissions. With respect to each Law Firm User that is permitted to file claims by Bulk Data Transmission, the Law Firm hereby acknowledges and agrees that each time a claim is filed by Bulk Data Transmission, the Law Firm reaffirms the representations and warranties set forth in Section 5.5 as provided therein.

6. Settlement Offer, Acceptance, and Payment

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

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

MFR on behalf of the APG Trust, the Law Firm shall timely provide the original, signed Release to MFR.

7. Limitation of Liability; Indemnification

- 7.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, neither MFR, the APG 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 MFR Online.
- 7.2 DISCLAIMER. MFR AND THE APG 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 DISCLAIMS 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 Party, except MFR may assign or otherwise transfer this Agreement to another entity that processes asbestos personal injury claims, provided such entity agrees to be bound by the terms of this Agreement.
- 8.2 Termination. Any Party may terminate this Agreement in its entirety upon written notice to the other Parties. On the effective date of termination of this Agreement in its entirety, MFR will cease providing the Law Firm access to MFR Online, and the Law Firm will cease making online claim submissions or having access to MFR Online claim review.
- 8.3 Disputes. Any dispute among the Parties relating to claim allowance or disallowance, or the appropriate categorization or settlement value of a claim submitted by the Law Firm to MFR, will be resolved pursuant to the TDP.
- 8.4 Force Majeure. No Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of Internet service, provided that the delaying Party (a) gives the other Parties prompt notice of such cause, and (b) uses reasonable efforts to promptly correct such failure or delay in performance.

- 8.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of Delaware.
- 8.6 Binding Effect. Each of the undersigned persons represents and warrants that they are authorized to sign this Agreement on behalf of the Party they represent, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. The person executing this Agreement on behalf of the Law Firm is a licensed, practicing attorney who is a partner or other principal in the Law Firm. A signature on a copy of this Agreement transmitted by facsimile machine or other electronic means will have the force of an original signature.
- 8.7 Claim Deferral. Nothing contained in this Agreement shall be construed to provide a substantive right of claim filing deferral contrary to the TDP.
- 8.8 Severability. If any term or provision of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall remain in full force and effect.
- 8.9 Entire Agreement and Waiver. This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Parties. Any failure of a Party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.
- 8.10 NO INDUCEMENTS. NEITHER THE APG TRUST OR MFR, NOR ANY AFFILIATE OF EITHER HAS MADE ANY REPRESENTATION, WARRANTY OR STATEMENT TO THE LAW FIRM IN ORDER TO INDUCE THE LAW FIRM TO EXECUTE THIS AGREEMENT AND THE LAW FIRM EXPRESSLY WAIVES ANY CLAIM OF FRAUDULENT INDUCEMENT TO EXECUTE THIS AGREEMENT AND FURTHER DISCLAIMS ANY RELIANCE ON STATEMENTS OR REPRESENTATIONS OF THE APG TRUST OR MFR IN WAIVING SUCH A CLAIM.

[Remainder of page intentionally left blank.]

LAW FIRM

Name of Law Firm: _____

By: _____
(Signature Required)

Date: _____

Name: _____
(Print)

E-mail: _____

Title: _____

Tax ID/EIN: _____

APG ASBESTOS TRUST

By:  _____
(Signature Required)

Date: 10-23-13

Title: Trustee

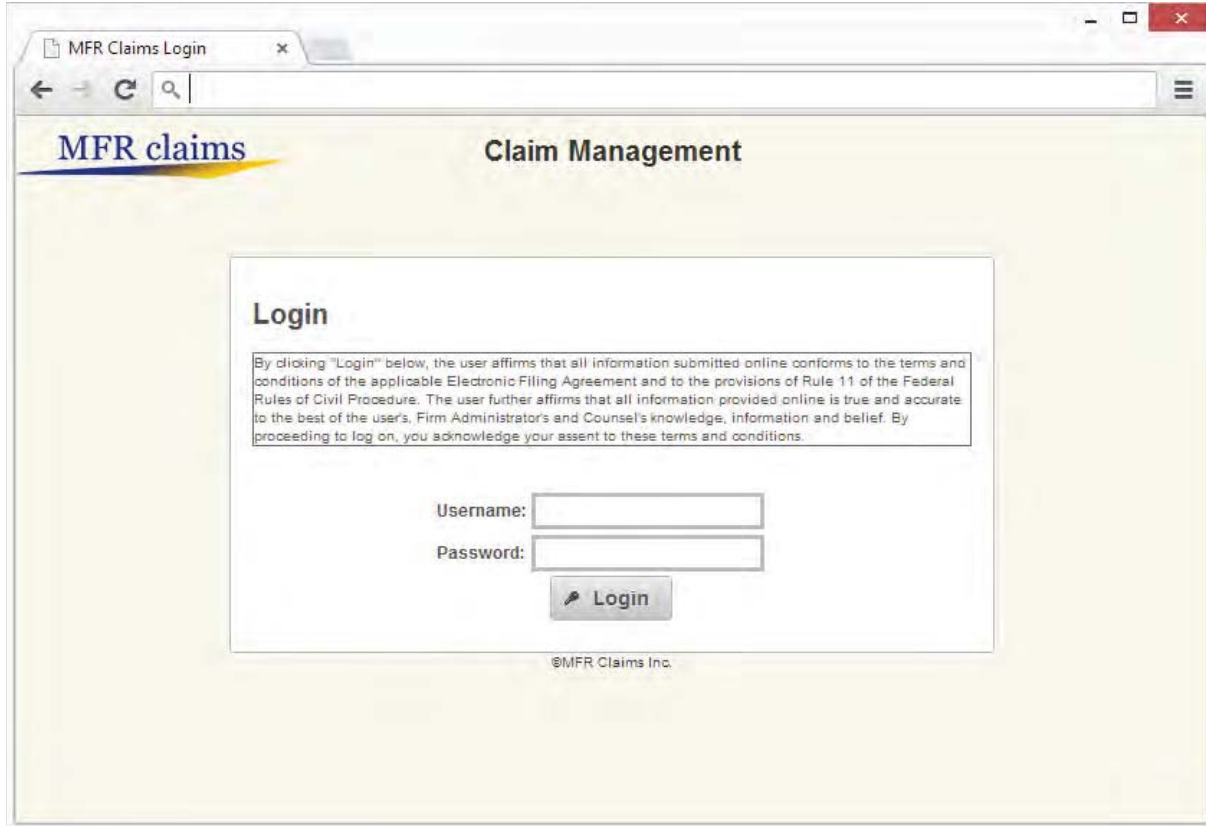
MFR CLAIMS PROCESSING, INC.

By:  _____
(Signature Required)

Date: 10-28-13

Title: PRESIDENT

ATTACHMENT 1 – ELECTRONIC FILING LOG-ON SCREEN



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