HYBRID FILER AGREEMENT
FOR C.E. THURSTON & SONS ASBESTOS TRUST

This Hybrid Filer Agreement (the "Agreement") is made by and between the Claims Resolution Management Corporation (the "CRMC"), with offices at 3120 Fairview Park Drive, Suite 200, Falls Church, VA 22042, and

_____, a lawyer or law firm with offices at

_____

collectively, "the Parties."

Recitals

WHEREAS the CRMC processes and settles asbestos personal injury claims on behalf of its clients ("CRMC Clients" or "Clients") including the C.E. Thurston & Sons Asbestos Trust ("Thurston Trust"), which Clients are responsible for the payment of certain asbestos personal injury claims; and

WHEREAS the a lawyer or law firm which files asbestos personal injury claims on behalf of the clients ("Claimants"); and

WHEREAS it is mutually beneficial to the CRMC and the law firm to settle asbestos personal injury claims by communicating information to each other electronically, thereby speeding claim processing and lowering transactional costs,

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

1. **Electronic Claims Filing**

1.1 Access to e-Claims™ System. The CRMC will provide the Law firm with access to the CRMC's e-Claims™ system (Patent Pending), through which Law firm may submit asbestos injury claims against the Thurston Trust in electronic format. Hereinafter, asbestos injury claims filed in electronic format through the CRMC's e-Claims system will be referred to as "e-Claims filings." The Law firm will have access to the e-Claims system for the sole purpose of filing and settling e-Claims filings. The Law firm will have access to information on the e-Claims system only regarding the Law firm's own e-Claims filings, and will be authorized to act through the e-Claims system only in regard to the Law firm's own e-Claims filings.

1.2 Filing Methods, Media, and Format. The CRMC will accept e-Claims filings from the Law firm using one or more methods and electronic media that the CRMC will from time to time specify, in formats that the CRMC will from time to time specify. The methods, media, and formats which the CRMC will specify will be among those then in general use among businesses transferring information electronically.

1.3 Proprietary System. The Law firm acknowledges that the e-Claims software system, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of the CRMC, and the law firm shall not publish, disclose, display, provide access to or otherwise make available any CRMC e-Claims software or products thereof, or any screens, formats, reports or printouts used, provided, produced from or in connection therewith, to any person or entity other than an employee or principal of the Law firm, without the prior written consent of the CRMC, 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, reports or printouts which contain information relating solely to that Claimant's claim.

2. Technical Capabilities

2.1 Compatible Equipment. In order to file claims through the CRMC's e-Claims system, the Law firm will provide its own compatible computer equipment that meets technical standards that the CRMC will from time to time announce. The standards that the CRMC will set for this purpose will be among those then in general use among businesses transferring information electronically.

2.2 Technical Assistance. The CRMC will provide the Law firm with the technical assistance reasonably necessary related to filing and processing claims on the e-Claims system.

2.3 Message Board. The CRMC will provide the Law firm access to an electronic message board through the CRMC's web site. The CRMC will use the message board to notify the Law firm of changes in the status of Law firm's e-Claims filings, without additional written or oral notice. Through the message board, the Law firm will at any time be able to check the status of each of the Law firm's claims.

2.4 Reports. The CRMC will make available to the Law firm through the CRMC's web site the ability to download specified data and to generate reports summarizing information regarding the Law firm's e-Claims filings.

2.5 Continuous Access. The CRMC will make the e-Claims system available to the Law firm around the clock, seven days per week, with the exception that availability may be interrupted at any time as a result of system failure or when necessary for system upgrades, adjustments, maintenance or other operational considerations. When reasonably possible, the CRMC will notify the Law firm in advance of any foreseen interruption of availability, and at all times the CRMC

will use its best efforts to minimize the length and frequency of interruptions in e-Claims system availability.

2.6 Security. The CRMC will maintain physical, electronic, and procedural safeguards that will protect the information the Law firm transmits through e-Claims filings. The CRMC will not disclose non-public personally identifiable information about its Law firm's Claimants to unauthorized persons, and the CRMC will restrict access to such information to authorized individuals who need to know this information for purposes relating to the processing and settlement of asbestos personal injury claims.

3. User Identification, Training, and Certification

3.1 User Administrator. The Law firm's access to the e-Claims system will be managed by one or more individuals under the Law firm's employ, management or control whom the Law firm identifies to serve as a User Administrator on the Law firm's behalf. A User Administrator will be permitted to identify additional individuals under the Law firm's employ, management or control as authorized to access the e-Claims system on the Law firm's behalf. Some e-Claims users will be limited in the functions they can perform on the e-Claims system; a User Administrator will have the power to designate the level of authority which each of the Law firm's other e-Claims users will have on the e-Claims system.

3.2 Limited Access. The CRMC will assign a unique e-Claims password to each User Administrator identified by the Law firm and to each other e-Claims user identified by a Law firm's User Administrator. The CRMC will provide access to its e-Claims system only upon entry of an e-Claims password. The CRMC may deny access to its e-Claims system following failed log-ins. Individuals with access to e-Claims may not share their passwords with others, and the Law firm will not permit any individual to use a CRMC e-Claims password that is not assigned to that individual. The CRMC will limit each user's access to the e-Claims system to correspond to the level of authority specified by the Law firm's User Administrator.

3.3 Notice of Changes. The Law firm will promptly notify the CRMC by fax or other written communication of any changes regarding the identity of the individual the Law firm has chosen to serve as User Administrator. The User Administrator will notify the CRMC of any change in the authority of any of the Law firm's e-Claims users to access the e-Claims system on the Law firm's behalf, and of any material change in the status of the Law firm law firm.

3.4 Reliance on Law firm Communications. The CRMC is entitled to rely on communications and instructions it receives from persons using e-Claims passwords assigned to the Law firm and purporting to act on behalf of the Law firm and, except if the CRMC has acted with gross negligence, will not be held liable for such reliance.

4. Rules and Procedures

4.1 Adherence to Rules. The Law firm will make e-Claims filings and will otherwise use the e-Claims system in conformance with the rules and procedures which the CRMC will communicate and which the CRMC will post on its web site. The CRMC may update its rules and procedures from time to time, with adequate notice to the Law firm through the Message Board and/or through postings on the CRMC web site and/or through e-mail messages.

4.2 Client Payment Criteria Unchanged. The CRMC processes and settles asbestos injury claims pursuant to criteria specified by the Thurston Trust, which may change from time to time. This Agreement is not intended to alter and does not supersede the claim payment criteria of the Thurston Trust.

5. Claim Information

5.1 Complete and Accurate Information. Consistent with the Law firm's legal and professional responsibilities and consistent with the CRMC's rules and procedures referenced in Paragraph 4.1 of this Agreement, in response to the questions asked by the CRMC, the Law firm will provide complete and accurate information in the Law firm's e-Claims filings. The CRMC is not obligated to take any action regarding a claim until it has received all the complete information regarding the claim required by its rules and procedures.

5.2 Maintenance of Supporting Documents. The Law firm will timely provide to the CRMC copies of documents relied upon in e-Claims filings whenever instructed to do so by the CRMC. Whenever the CRMC does not instruct the Law firm to provide copies of documents relied upon in e-Claims filings, the law firm will maintain a copy of each document so relied upon, in either paper or electronic format, and thereafter will timely provide copies of such documents to the CRMC upon request.

5.3 Claim Information Copy Capability. The Law firm will have access to an e-Claims time-saving feature, "Copy". This feature will allow the Law firm to import specific exposure history and/or medical documents used by the Law firm in support of another claim for the same Claimant for another CRMC Client trust (collectively, the "Claimant's Prior Data") in to the new claim. In the event that the Law firm uses the Copy feature, such Claimant's Prior Data may be used in processing the Claimant's claim against the Thurston Trust. The Law firm hereby represents and warrants that for every claim submitted to the Thurston Trust through e-Claims™ for which the Law firm uses the Copy feature, it 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 the CRMC is relying upon the representations and warranties contained herein.

5.4 Exposure Site Information. The CRMC may request that the Law firm provide evidence that exposure to C.E. Thurston asbestos products occurred at a site or

sites where a Claimant allegedly was exposed to asbestos, and may withhold making a settlement offer on a claim until it has been provided adequate evidence indicating that exposure occurred at the site in question.

5.5 Physician Information. The CRMC may request that the Law firm provide information regarding a physician whose report the Law firm is relying on to support e-Claims filings, and may withhold making settlement offers on claims supported by that physician's reports until it has received and validated the requested information.

5.6 Confidential Information. Any claim information the Law firm submits through e-Claims™ pursuant to this Agreement, shall remain confidential information submitted for settlement purposes only in accordance with the C. E. Thurston & Sons Asbestos Related Claims and Demands Trust Distribution Procedures.

6. Settlement Offer, Acceptance, and Payment

6.1 Settlement Offers. The CRMC will communicate settlement offers to the Law firm electronically through the CRMC's e-Claims system via the message board, and will provide the Law firm with the ability to communicate through e-Claims acceptance of the settlement offer or the selection of alternative options available under the claims resolution procedures of the relevant CRMC Client.

6.2 Acceptance of Settlement Offers. The Law firm will indicate acceptance of a settlement offer only when authorized to do so by the Claimant on whose behalf the Law firm filed the claim. The Law firm will obtain the Claimant's release in the form and manner specified by the Thurston Trust and return the release to CRMC.

6.3 Payment of Settled Claims. The CRMC may make settlement payments on behalf of the Thurston Trust. The CRMC has no obligation to make any settlement payment until it has received the funds to do so from the Thurston Trust, and will not be liable for the Thurston Trust's delay or failure to provide settlement funds. Settlement payments may be at a pro rata share of the total settlement value of a claim, which share will be determined by the Thurston Trust. The CRMC will make settlement payments pursuant to a payment schedule determined by the Thurston Trust. In the event CRMC no longer makes settlement payments on behalf of the Thurston Trust, the CRMC will notify the Thurston Trust or its designated payment agent promptly after the Law firm has accepted a claim settlement offer, and the CRMC will have no further responsibility for the payment of the claim.

6.4 Payment Method Options. For those settlement payments which the CRMC makes, at the Law firm's option, the payment will be made either by check or by electronic funds transfer. The Law firm must sign an Electronic Funds Transfer Agreement if the Law firm elects to receive settlement payments through electronic funds transfers. The CRMC is entitled to rely on the bank account information which an agent, employee, partner or principal of the Law firm

provides on the Electronic Funds Transfer Agreement and, except if the CRMC has acted with gross negligence, will not be held liable for such reliance.

7. Limitation of Liability

7.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, no officer, director, trustee, employee, contractor, or agent of the CRMC or its Clients will be held liable for any indirect, incidental, special or consequential damages by reason of Law firm's use of the e-Claims system.

7.2 Client or Law firm Actions. The CRMC will in no circumstances be liable for actions, omissions, or decisions of CRMC Clients or Law firms. The CRMC's granting of access to the e-Claims system does not ensure that a particular CRMC Client will permit Law firm to submit e-Claims filings relating to that CRMC Client.

8. Miscellaneous

8.1 No Assignment. Neither 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.

8.2 Termination. Either Party may terminate this Agreement upon written notice to the other Party. Upon effective date of termination of this Agreement, the CRMC will cease providing the Law firm with access to its e-Claims system, and the Law firm will cease making e-Claims filings.

8.3 Disputes. Any dispute between the Parties relating to the appropriate categorization or settlement value of a Thurston Trust claim submitted by the Law firm to the CRMC will be resolved pursuant to the Thurston Trust dispute resolution procedures.

8.4 Force Majeure. Neither 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 party prompt notice of such cause, and (b) uses reasonable efforts to correct promptly 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 Virginia.

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. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, representatives, successors and assigns. A signature on a copy of

this Agreement transmitted by facsimile machine will have the force of an original signature.

8.7 Severability. If any term or provision of this Agreement should 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.

8.8 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 either party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.

_____ Date: _____

(*for Law firm*)

_____

(*print*)

_____ Date: _____

(*for CRMC*)

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