

ELECTRONIC FILER AGREEMENT

This Electronic Filer Agreement (the “**Agreement**”) is made by and between MFR Claims Processing, Inc., a Pennsylvania Corporation (“**MFR**”), and the Leslie Controls, Inc. Asbestos Personal Injury Trust, a Delaware statutory trust (the “**Leslie Trust**”), and the law firm of _____, with offices at _____ (the “**Law Firm**”) (each a “**Party**” and collectively the “**Parties**”).¹

Recitals

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

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

WHEREAS, it is mutually beneficial to MFR, the Leslie Trust 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 the MFR Online Filing System. Subject to the terms hereof, MFR shall provide the Law Firm access to MFR’s proprietary online, electronic claims filing system (the “**MFR Online Filing System**”) for the limited purposes of electronically filing and settling Claims with the Leslie Trust and accessing and providing information to MFR and the Leslie Trust regarding such Claims. Under the terms hereof, the Law Firm shall be permitted access through the MFR Online Filing System to information regarding only Claims filed against the Leslie Trust by Claimants represented by the Law Firm, and the Law Firm shall be authorized to act through the MFR Online Filing System in regard only to such Claims. The Law Firm shall not use the MFR Online Filing System 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 This Agreement applies to claims filed by the Law Firm against the Leslie Trust, but not to claims filed against any other person or entity.

- 1.2 Filing Methods, Media, and Format. MFR shall accept, through the MFR Online Filing System, 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 shall specify will be among those then in general use among businesses transferring information electronically.
- 1.3 Proprietary System. The Law Firm acknowledges that the MFR Online Filing System, 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 the MFR Online Filing System, 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 Access. MFR will assign a unique MFR Online Filing System user name and password to the Law Firm (the "**User Name and Password**"). MFR will provide access to the MFR Online Filing System only upon entry of the User Name and Password. MFR may deny access to the MFR Online Filing System following a designated number of failed log-ins. MFR also retains the right to temporarily deny access to the MFR Online Filing System 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 grant access to the MFR Online Filing System to any user.
- 2.2 Firm Administrator. The Law Firm's access to the MFR Online Filing System 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 the MFR Online Filing System on the Law Firm's behalf using the User Name and Password (together with the Firm Administrator, the "**Law Firm Users**"). The Law Firm shall be responsible for maintaining the security of the User Name and Password and for oversight and supervision of the persons who access the MFR Online Filing System using the User Name and Password. 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.

- 2.3 Reliance on Law Firm Communications. MFR and the Leslie Trust are entitled to rely on communications and instructions they receive from persons using the User Name and Password and purporting to act on behalf of the Law Firm. Unless MFR or the Leslie 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 the MFR Online Filing System, the Law Firm shall be deemed to have reaffirmed the terms of this Agreement, including, without limitation, the Law Firm's representation, warranty and certification that the information and materials submitted to MFR shall conform to the terms of this Agreement and shall be submitted pursuant to and subject to, and 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, as provided in Section 5.1 herein.

3. Technical Capabilities

- 3.1 Compatible Equipment. In order to file Claims through the MFR Online Filing System, the Law Firm must 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. MFR will make available to the Law Firm, through the MFR Online Filing System, the ability to download specified data and to generate reports summarizing information regarding the Law Firm's Claimants' Claims.
- 3.3 Continuous Access. The MFR Online Filing 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 MFR 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, 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 shall 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 will maintain physical, electronic, and procedural safeguards that will protect the information the Law Firm transmits through the MFR Online Filing System.

4. Rules and Procedures

- 4.1 Adherence to TDP. Electronic filing through the MFR Online Filing System shall not affect the requirements of the Leslie Trust's Trust Distribution Procedures ("TDP"), as they may be in effect 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, warrants and certifies with respect to each Claim the Law Firm submits that it is authorized by the Claimant to submit a Claim and that the information and materials submitted to MFR shall conform to the terms of this Agreement and shall be submitted pursuant to and subject to, and 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.
- 5.2 Complete Information Required. Neither MFR nor the Leslie 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. A Claim is not filed until a claim number has been assigned by the MFR Online Filing System. Only the assignment of a claim number by the MFR Online Filing System shall constitute filing of a Claim for purposes of any applicable statute of limitations or repose provisions in the TDP. If the MFR Online Filing System refuses, or otherwise does not accept, the submission of an electronic filing for any reason, including a MFR Online Filing System failure, this refusal or unaccepted filing 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 the MFR Online Filing System. Copies may be retained in either paper or electronic format. The Law Firm will timely provide copies of such documents to MFR upon request.

- 5.5 Use of Claimants' Confidential Information. Any Claim information the Law Firm submits through the MFR Online Filing System pursuant to this Agreement shall remain confidential information submitted for settlement purposes only and shall be subject to the provisions of Section 6.6 of the TDP.

6. Settlement Offer, Acceptance, and Payment

- 6.1 Settlement Offers. MFR, acting on behalf of the Leslie Trust, shall communicate completion of review of a Claim and any settlement offer to the Law Firm. Along with any settlement offer, MFR will provide a customized release for use in documenting acceptance of the settlement offer (the "**Release**"). The Law Firm shall not modify in any manner the Release provided by MFR.
- 6.2 Law Firm Required to Obtain And Deliver Signed Release. In the event a Claimant intends to accept a settlement offer communicated through the MFR Online Filing System, 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 the MFR Online Filing System, separately emailed, or faxed to MFR. A hard copy of the original, signed Release shall not be required to be returned to MFR as a precondition to payment. However, in the event the Law Firm submits an image of the original, signed Release to MFR, the Law Firm shall maintain the original, signed Release for no less than five (5) years from the date of submission. MFR and the Leslie Trust shall have the right to audit the Law Firm's compliance with this procedure and, upon ten (10) days' notice to the Law Firm, the Law Firm shall produce the hard copy original of the properly executed Release for review by MFR and the Leslie Trust.
- 6.3 Payment Method Options. MFR will make payment of Claims pursuant to the instructions from the Law Firm on file with MFR 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 MFR, the Leslie Trust, nor any officer, director, trustee, employee, contractor, or agent of either of them will be held liable for any indirect, incidental, special, or consequential damages by reason of the Law Firm's use of the MFR Online Filing System.

- 7.2 DISCLAIMER. MFR AND THE LESLIE 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 MFR may assign or otherwise transfer this Agreement to another entity that processes asbestos personal injury claims for the Leslie 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, MFR will cease providing the Law Firm with access to the MFR Online Filing System, and the Law Firm will cease making online Claim submissions and accessing the MFR Online Filing System.
- 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 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 he or she is authorized to sign this Agreement on behalf of the Party he or she represents, and that he or she has 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.

[LAW FIRM]

By: _____ Date: _____
Name: _____ Email: _____
Title: _____

MFR CLAIMS PROCESSING, INC.

By: Michael F. Rooney Date: January 27, 2012
Name: Michael F. Rooney
Title: President

LESLIE CONTROLS, INC. ASBESTOS PERSONAL INJURY TRUST

By: Alfred M. Wolin Date: January 27, 2012
Name: Alfred M. Wolin
Title: Trustee