

Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, shall promptly notify the arbitrator and the parties of the potential arbitrators' selection. If a potential arbitrator is unable or unwilling to serve, then a replacement selection will be made prior to notifying the TCE PI Trust and the claimant of the potential arbitrators selected.

2. Within seven (7) days of receipt of the list of potential arbitrators, the TCE PI Trust may select and identify to the Private Adjudication Coordinator, one potential arbitrator to be stricken from the list. The Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, shall then promptly notify the claimant of the TCE PI Trust's selection, whereupon, within seven (7) days of the receipt of such notification, the claimant may select, and identify to the Private Adjudication Coordinator or the TCE PI Trust, a second potential arbitrator to be stricken from the list. The Private Adjudication Coordinator or TCE PI Trust shall then notify all parties which potential arbitrator remains and will conduct the arbitration. If either the TCE PI Trust or the claimant, or both, fails to exercise the right to strike an arbitrator from the list of potential arbitrators, the Private Adjudication Coordinator shall appoint from those potential arbitrators remaining the arbitrator next in rotation on the TCE PI Trust's rotating list.
3. Any appointed arbitrator shall disclose to the Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, any circumstances likely to affect impartiality, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or representatives. Upon receipt of such information from the arbitrator or another source, the Private Adjudication Coordinator or TCE PI Trust shall communicate the information to the parties and, if the administrator deems necessary, to the arbitrator and others. Upon objection of a party to the continued service, the Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, shall determine whether the arbitrator should be disqualified and shall inform the parties of the decision, which shall be final.

C. Final Offer or "Baseball Style" Binding Arbitration

All binding arbitration shall be conducted in the "final offer" format also known as "baseball style" arbitration. In the course of submitting the arbitration materials, as explained in these rules, the parties shall submit their final offer of settlement which shall also serve as the party's demand for arbitration award. The arbitrator must choose from one of these two demands in determining the amount of the arbitration award.

D. Submission of Pre-Hearing Statements

Within twenty (20) days of the appointment of an arbitrator, each party shall submit to the opposing party and to the arbitrator a written statement (not to exceed ten (10) double-spaced pages) containing that party's positions and arguments. Each party may then submit a supplement to its position paper (not to exceed five (5) double-spaced pages) following the initial pre-hearing conference to respond to the opposing party's positions and arguments and addressing issues raised at the initial pre-hearing conference. Supplements must be sent to the opposing party and to the arbitrator within ten (10) days after the date of the pre-hearing conference.

The Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, will provide the arbitrator with a complete schedule of categories of injuries and Scheduled Diseases and Maximum and Minimum Values therefor in the TDP.

E. Initial Pre-Hearing Conference and Scheduling Hearing Date for Arbitration Hearing

1. Within fifteen (15) calendar days of the receipt of both parties' statements, the Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, shall contact the claimant, the arbitrator, and, if necessary, the TCE PI Trust to schedule the initial pre-hearing conference. The pre-hearing conference shall be presided over by the arbitrator and held by telephone conference call.
2. During the initial pre-hearing conference, the arbitrator shall schedule the date and select the location of the arbitration hearing either at the location of the arbitrator or a location mutually agreeable by the parties. The arbitration hearing should be scheduled not less than forty-five (45) days, and not more than sixty (60) days, from the date of the initial pre-hearing conference. The Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, will mail a confirmation notice of this date to the claimant and the TCE PI Trust.
3. During the initial pre-trial conference, the arbitrator shall seek to achieve agreement between the parties on:
 - a. narrowing the issues (through methods including but not limited to stipulation of facts);
 - b. any legal issues; and
 - c. any other matters that will expedite the arbitration proceedings.

If appropriate or if the parties do not agree on these issues, then the arbitrator must issue orders governing the process.

F. No Discovery With Limited Exceptions

There shall be no discovery except as specifically provided below. The purpose of the arbitration is to resolve differences between the TCE PI Trust and the claimant based only on the documents that have been previously submitted to the TCE PI Trust by the claimant and upon the documents relied upon by the TCE PI Trust to make a settlement offer to the claimant or to disallow the TCE PI Trust Claim. Except, however, if the TCE PI Trust commissions an independent medical examination or a third-party medical review upon which the TCE PI Trust relies in evaluating the claimant's TCE PI Trust Claim, then the claimant may depose the medical professional conducting the review or examination after having a reasonable opportunity to study any report or written opinion generated by the medical professional.

G. No Record of Proceedings Unless Requested by Arbitrator

There will be no record or transcript of the proceedings unless and except if the arbitrator requests a transcript to assist him/her in reviewing the evidence or otherwise to aid in the decision making process. In the event an arbitrator requests a transcript prior to the arbitration, then the TCE PI Trust shall arrange for a court reporter and shall pay all expenses associated with the preparation of the transcript. In no event, however, will the transcript be made available to the parties, nor shall any time required for preparation of the transcript affect the time for the arbitrator to render a decision.

H. Postponement of Hearing

The arbitrator for good cause may postpone any hearing upon the request of a party or upon the arbitrator's own initiative, and shall also grant such postponement when all of the parties agree.

I. Duration of Hearings

The arbitrator shall complete the hearing in one day except for good cause shown. The arbitrator shall set time limits on the respective presentations, and shall enforce those set limits. The parties shall request no more than three hours apiece for presentation of their cases.

J. Procedure at Arbitration Hearing

1. Testimony Under Oath or Affirmation

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

2. Conduct of Hearing

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

3. Evidence

- a. **Rules of Evidence:** The arbitrator is not required to apply the rules of evidence used in judicial proceedings; provided, however, that the arbitrator shall apply the attorney-client privilege and the work product privilege. The arbitrator shall determine the applicability of any privilege or immunity and the admissibility, relevance, materiality and weight of the evidence offered.
- b. **Admission of Evidence:** The evidence that the arbitrator may consider shall be limited to the following:
 - (i) The documents supplied to the TCE PI Trust prior to the execution of the Affidavit of Completeness;
 - (ii) Non-binding or binding arbitration election agreement;
 - (iii) Testimony of the claimant. The claimant may offer evidence regarding the nature and extent of compensable damages, including physical injuries, and exposure. The TCE PI Trust may cross-examine on these issues. At the claimant's option, a claimant's deposition, including videotaped testimony, shall be admissible into evidence in lieu of live testimony;
 - (iv) Any additional deposition testimony taken by the TCE PI Trust or the claimant, and provided to both sides, prior to the initiation of ADR;
 - (v) Any evidence submitted in mediation; and
 - (vi) Arguments of the claimant and the TCE PI Trust. The arguments shall be limited to the evidence contained and the issues raised in the documents or testimony referred to above and shall be limited to one-half hour. The arbitrator shall disregard any effort to introduce further evidence or issues in argument.

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

When the parties state that they have no further evidence or witnesses to offer, and after the parties have made their closing arguments, if any, the arbitrator shall declare the hearing closed. Post-hearing statements will be permitted only upon order of the arbitrator and shall be served upon the arbitrator no later than ten (10) ten days after the hearing is closed. Such statements shall be no longer than five (5) double spaced pages. The time limit within which the arbitrator is required to make the award shall commence to run upon the closing of the hearing or the submission of post-hearing statements whichever is later.

L. Option to Waive Oral Hearings

The parties may request a waiver of oral hearings. Oral hearings will only be waived if all parties consent.

M. Arbitration Decision

1. The arbitrator shall issue a decision no later than fifteen (15) calendar days after the date of the close of the hearing or submission of post-hearing statements, whichever is later.
2. The decision shall state only the amount of the award, if any. The decision shall not state reasons for the award. An arbitrator shall not be permitted to make punitive, exemplary, trebled or other like damages or attorneys' fees, prejudgment and post-judgment interest and costs shall not be sought or allowed. The award shall dispose of all monetary claims presented to the arbitrator and shall determine fully the only issue to be decided pursuant to the arbitration agreement: the amount, if any, at which the TCE PI Trust Claim value should be fixed. To assist the arbitrator, the Private Adjudication Coordinator, or the TCE PI Trust if a Private Adjudication Coordinator is not appointed, will provide the arbitrator with a schedule setting forth the Disease Levels, the Minimum and Maximum Values associated with each category, and Exposure Values. The arbitrator's award shall not exceed the Maximum Value amount for the appropriate Disease Level in the TDP.

N. Payment of Award

Pursuant to the terms of the arbitration agreement, the TCE PI Trust will promptly send to the claimant the appropriate release. Upon receipt of the release, the TCE PI Trust will then pay the TCE PI Trust Claim based upon the binding or, if accepted by both parties, the non-binding award, in accordance with the TDP provisions.

O. Rejection of Non-binding Award

1. A party in a non-binding arbitration proceeding that wishes to reject the award must notify the other party within thirty (30) days from the date a non-binding award is issued. If no rejection is received or sent by the TCE PI Trust, then the decision will stand and the award will be deemed accepted by both parties and the TCE PI Trust will promptly send to the claimant the appropriate release. The TCE PI Trust will then pay the TCE PI Trust Claim in accordance with the TDP.

2. **Procedure for Rejected Award**

- a. **Rejection by Claimant**

If claimant has sent the TCE PI Trust timely notification of rejection of a non-binding award and wishes to pursue the TCE PI Trust Claim, then the claimant must notify the TCE PI Trust through correspondence postmarked no later than sixty (60) days from the date of the non-binding award. If notification is received within the sixty (60) day deadline and claimant wishes to pursue the TCE PI Trust Claim, then the TCE PI Trust will within fifteen (15) days of receipt of this notification send the claimant an authorization to commence litigation.

- b. **Rejection by TCE PI Trust**

If the TCE PI Trust rejects the non-binding award, then claimant may elect binding arbitration or request that the TCE PI Trust forward the authorization to commence litigation.

V. GENERAL ADR PROCEDURES GOVERNING MEDIATION, NON-BINDING ARBITRATION, AND BINDING ARBITRATION

A. Appointment of Private Adjudication Coordinator

After establishment of the TCE PI Trust, the Trustee and the Future Claimants' Representative shall appoint the Private Adjudication Coordinator to schedule and supervise the implementation of these ADR Procedures. The Private Adjudication Coordinator shall only be appointed and employed when necessary as requests for mediation and/or arbitration are received by the TCE PI Trust. The Private Adjudication Coordinator shall be compensated for his services to the TCE PI Trust on an hourly basis and paid from the Trust's administrative expenses.

If in the exercise of their discretion, the Trustee and the Future Claimants' Representative determine that the appointment of a Private Adjudication Coordinator is not necessary or efficient, the TCE PI Trust may administer the

ADR process in place of the Private Adjudication Coordinator. If a Private Adjudication Coordinator is not appointed, the TCE PI Trust shall select a mediator or arbitrator previously appointed by JAMS to mediate or arbitrate Class Action and Mass Tort Settlement Adjudications.

B. ADR Submissions

The claimant's submissions (with the exception of the binding arbitration's written argument) will be reviewed by the Private Adjudication Coordinator before they are submitted to the mediator or arbitrator. If they contain materials not previously submitted in support of the TCE PI Trust Claim, then the TCE PI Trust Claims department will review the additional information and determine the effect, if any, it would have on the TCE PI Trust's evaluation of the TCE PI Trust Claim. In appropriate situations, a new offer may be made to the claimant.

If an attorney or other agent represents the claimant, both the attorney and the claimant must also sign the Election and Agreement for Binding Arbitration. The attorney or agent may not sign in place of, or for, the claimant unless the claimant is incapacitated, incompetent or deceased and the attorney or agent has been designated legally to act on the claimant's behalf. Documentation of this legal designation will be required.

C. No Grouping or Bundling of TCE PI Trust Claims

As a general matter, there shall be no grouping or bundling of TCE PI Trust Claims by separate claimants at any stage of the ADR or arbitrations even if the TCE PI Trust Claims are related and/or the claimants have the same counsel. Each claimant must proceed individually through the ADR and arbitration processes with all TCE PI Trust Claims that claimant may have or may represent. This provision is intended to separate TCE PI Trust Claims of different exposed persons and has no effect upon multiple TCE PI Trust Claims brought by a claimant's representative, such as heirs of a deceased individual. However, the TCE PI Trust, in its sole discretion, may decide that it would be expeditious to allow the conduct of arbitration proceeding with respect to more than one TCE PI Trust Claim of different exposed persons, provided that the arbitrator individually values each such TCE PI Trust Claim in accordance with the valuation factors set forth in the TDP, and provided that the respective claimants' separate positions in the TCE PI Trust's FIFO Processing and Payment Queues are maintained.

D. No Ex Parte Communication

There shall be no ex parte communication between the arbitrator and any counsel or party in any matter. All correspondence between the arbitrator and the parties will be facilitated by the Private Adjudication Coordinator. In the event a Private Adjudication Coordinator is not appointed, all communication between the arbitrator and any party to the arbitration shall include all parties in the matter.

E. TCE PI Trust Claims and Defenses

All available TCE PI Trust Claims and defenses which exist under the law subject to the claimant's election under the TDP shall be available to both sides.

F. Costs of ADR

1. ADR expenses

The TCE PI Trust will pay the arbitrator's fee for non-binding or binding arbitration up to two thousand dollars (\$2,000.00) per TCE PI Trust Claim depending on the length of the hearing. The TCE PI Trust will assume costs of meeting and hearing facilities for arbitration. Claimants will pay their costs and attorney fees including any expenses incurred should the claimant testify.

2. No Filing Fee

No filing fee is required of the claimant for any ADR selection, unless the TCE PI Trust, after consultation with the Future Claimants' Representative, decides that it would be in the best interests of the TCE PI Trust and its beneficiaries to adopt such a fee.

G. Waiver of Objection to Rules Infraction

Either party who continues with mediation, non-binding arbitration, or binding arbitration proceeding after knowing that any provision or requirement of the applicable rules has not been complied with, and who fails to state a timely objection in writing to the arbitrator or mediator shall be deemed to have waived the right to object. A timely objection by a claimant must be stated in writing and mailed to the TCE PI Trust with instructions to forward the objection to the Private Adjudication Coordinator, if appointed, and to the arbitrator or mediator. A timely objection by the TCE PI Trust will be mailed to the claimant and to the Private Adjudication Coordinator with instructions to forward to the arbitrator or mediator.

H. Serving of Notices and Other Papers

Each party to the ADR and arbitration agreements shall be deemed to have consented that any papers, notices, or processes necessary or proper for the initiation or continuation of ADR and Arbitration proceedings under these rules may be served upon such party as follows:

1. By regular U.S. mail or overnight courier addressed to such party or their attorneys at their last known address;

2. By facsimile transmission, if a copy of the transmitted papers is mailed to the party or their attorney at their last known address within twenty-four (24) hours of the facsimile transmission; or
3. By personal service, within or without the state where the mediation or arbitration is to be held, whether the party is within or without the United States of America.

I. Time Limits Triggered Upon Receipt

1. Documents sent by U.S. mail under these rules shall be deemed received three (3) business days after the date of postmark. Documents sent via overnight mail shall be deemed received on the next business day after mailing.
2. Documents sent via facsimile transmission shall be deemed received on the business day that the transmission is received.

J. Exclusion of Liability

Neither the Private Adjudication Coordinator nor the mediator, nor the arbitrator shall be liable to any party for any act or omission in connection with any evaluation conducted under these rules.

K. Relationship of Rules to Request for Mediation, Non-binding Arbitration Agreement or Binding Arbitration Agreement

These Rules shall be deemed a part of, and incorporated by reference in, every duly executed ADR agreement or arbitration agreement and shall be binding on all parties.

L. Arbitrator Immunity

Arbitrators who serve pursuant to these rules shall have the same immunity as judges for their official acts.

M. Jurisdiction

Any dispute under these rules shall be subject to the jurisdiction of the United States Bankruptcy Court for the District of Delaware.

N. Statement of Confidentiality

1. All ADR and arbitration proceedings and information relating to the proceeding will be confidential. Neither party shall disclose the information obtained during the proceedings, or the valuation placed on the case by an arbitrator to anyone or use such information or valuation in

any further proceeding except as necessary to maintain the TCE PI Trust's obligation to report to the Bankruptcy Court and to provide ongoing evaluation by the TCE PI Trust and the Future Claimants' Representative. Except for documents prepared by a non-party which are introduced as evidence before an arbitrator, any document prepared by another party, attorney or other participant in anticipation of the ADR is privileged and shall not be disclosed to any court or arbitrator or construed for any purpose as an admission against interest.

2. All ADR and arbitration proceedings shall be deemed a settlement conference pursuant to Rule 408 of the Federal Rules of Evidence. Except by agreement of the parties, the parties will not introduce into evidence in any other proceedings the fact that there was an arbitration, the nature or amount of the award, and written submissions may be used for purposes of showing accord and satisfaction or res judicata. In binding arbitration, the decision of the arbitrator may be admissible in the event the claimant improperly seeks to litigate the TCE PI Trust Claim. The binding arbitration award shall be admissible in support of a motion to enjoin such litigation. No arbitrator will ever be subpoenaed or otherwise required by any party or any third party, to testify or produce records, notes or work product in any future proceedings.

O. Amendments

Except as otherwise ruled by the Bankruptcy Court, these rules, as they may from time to time be amended by the Trustee, after consultation with the Future Claimants' Representative, will be binding on all parties in the form in which they are in force on the date the claimant signs the election agreement.

P. Time Limits

The time limits included in these procedures are to be strictly enforced. Any time limit set forth herein may be extended by agreement of the parties or for cause shown to the neutral party presiding over the particular ADR or arbitration proceeding. Any request for extension, however, shall first be made to the opposing party and then, if the parties cannot agree, shall be submitted to the Private Adjudication Coordinator who will request a ruling from the mediator, or arbitrator as the case may be.

Although the deadlines may be extended by agreement or for cause shown, failure to comply with a deadline without obtaining an extension may result in withdrawal of the TCE PI Trust Claim. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the TCE PI Trust shall send the claimant written notice of the failure to comply. If the claimant does not take any action on the TCE PI Trust Claim, then thirty (30) days thereafter the TCE PI Trust Claim will be deemed withdrawn.

AFFIDAVIT OF COMPLETENESS

I, _____, as the person [or representative of the person] who has filed a TCE PI Trust Claim against the Met-Coil Systems Corporation TCE PI Trust, being duly sworn, depose and say:

I have furnished all information that I wish to be considered in the valuation of TCE PI Trust Claim number _____.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

By: _____

Claimant or Claimant's representative

Date _____

Sworn to before me this _____ day of _____, _____.

MET-COIL SYSTEMS CORPORATION TCE PI TRUST
REQUEST FOR MEDIATION FORM

I, _____ ("Claimant"), TCE PI Trust Claim No. _____, hereby elect and agree to:

Attempt in good faith to resolve the dispute with the TCE PI Trust relating to my TCE PI Trust Claim promptly by confidential mediation under the terms set forth in the Mediation procedure established by the TCE PI Trust. I have been provided with a copy of the rules relating to Mediation established by the TCE PI Trust. I understand and agree to those rules in the course of the Mediation.

Dated: _____.

Claimant or Claimant's Attorney

Accepted and Consented to:

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

By: _____

_____ Title

Dated: _____

MET-COIL SYSTEMS CORPORATION TCE PI TRUST
ELECTION FORM AND AGREEMENT FOR
BINDING ARBITRATION

I, _____ ("Claimant"), TCE PI Trust Claim No.

_____, hereby elect and agree to:

Submit all disputes with the TCE PI Trust relating to my TCE PI Trust Claim to binding arbitration under the terms set forth in the Binding Arbitration procedure established by the TCE PI Trust. I have been provided with a copy of the rules relating to Binding Arbitration established by the TCE PI Trust. I understand and agree to those rules in the course of the Binding Arbitration. **I understand that as a result of this agreement if accepted by the TCE PI Trust, I will waive my rights to litigate my TCE PI Trust Claim in Court including the right to trial by jury and I will be bound by the arbitration award.**

Dated: _____.

Claimant

Claimant's Attorney

Claimant and attorney must both sign

Accepted and Consented to:

By accepting this agreement the TCE PI Trust waives its rights to litigate the claimant's TCE PI Trust Claim in Court including the right to trial by jury and agrees to be bound by the arbitration award.

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

By: _____

_____ Title

Dated: _____

MET-COIL SYSTEMS CORPORATION TCE PI TRUST
ELECTION FORM AND AGREEMENT FOR
NON-BINDING ARBITRATION

I, _____ ("Claimant"), TCE PI Trust Claim No.

_____, hereby elect and agree to:

Submit all disputes with the TCE PI Trust relating to my TCE PI Trust Claim to non-binding arbitration under the terms set forth in the Non-Binding Arbitration procedure established by the TCE PI Trust. I have been provided with a copy of the rules relating to Non-Binding Arbitration established by the TCE PI Trust. I understand and agree to those rules in the course of the Non-Binding Arbitration.

Dated: _____, _____.

Claimant or Claimant's Attorney

Accepted and Consented to:

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

By: _____

_____ Title

Dated: _____

**ATTACHMENT B TO
TRUST DISTRIBUTION PROCEDURES**

MET-COIL SYSTEMS CORPORATION TCE PI TRUST
FORM OF
INDIVIDUAL REVIEW CLAIM FORM

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

INDIVIDUAL REVIEW CLAIM FORM

Submit completed claims

Instructions for the Claim Form

Complete this claim form as thoroughly and accurately as possible. Please type or print neatly. Should there be insufficient space to list all relevant information, please attach additional sheets. In addition to filing the forms that follow, please ensure the following are enclosed, if applicable:

- Death Certificate (if applicable)
- Certificate of Official Capacity (if personal representative is filing form)
- Medical records as requested in instructions
- Proof of exposure as set out in the instructions
- Copy of cover sheet of complaint (if applicable - see Part 8 below)

Representation

If counsel represents claimant, please print or type the following information:

Attorney Name: _____

Paralegal or Contact Name: _____

Name of Law Firm: _____

Firm Address: _____

Attorney Phone: _____ Fax: _____

Contact Phone: _____ Fax: _____

Attorney's or Law Firm's Tax ID Number: _____

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

INDIVIDUAL REVIEW CLAIM FORM

Part 1: Injured Party Information

Name: _____	Social Security #: _____ - _____ - _____
Gender: Male _____ Female _____	Date of Birth: ____/____/____

I. Is injured party living? Yes _____ No _____

II. If injured party is living and not represented by counsel, please complete the following:

Mailing address: _____

Daytime Phone: () _____ - _____

III. If injured party is deceased: (Death certificate must be enclosed)

Date of death: ____/____/____

Was death TCE-related? Yes _____ No _____

IV. If injured party has personal representative other than, or in addition to, his/her attorney, please indicate the following information for the representative (Certificate of Official Capacity must be enclosed)

Name: _____ Social Security#: ____/____/____

Mailing Address: _____

Daytime Phone: () _____ - _____

Relationship to injured party: I am party's _____
(spouse, child, other)

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

INDIVIDUAL REVIEW CLAIM FORM

Part 2: Diagnosed TCE-Related Injuries

Place an X next to the highest level (most serious) TCE-related Disease Level that has been diagnosed for the injured party and for which medical documentation is attached to this claim form. See instructions for listing of the specific medical criteria and records that must be enclosed for each Disease Level. (Check only the most serious.)

<input type="checkbox"/>	Level I.	Kidney Cancer Liver Cancer Non-Hodgkin's Lymphoma	Date of Diagnosis ____/____/____
<input type="checkbox"/>	Level II.	Hodgkin's Lymphoma Bladder Cancer Cervical Cancer Esophageal Cancer Leukemia Myeloma Pancreatic Cancer Colon Cancer Squamous Cell Skin Cancer (Mortality) Lung Cancer* Stomach Cancer Ovarian Cancer Prostate Cancer	Date of Diagnosis ____/____/____

* To qualify for a Level II Lung Cancer claim, the claimant must be a non-smoker (or have not smoked for at least 15 years prior to diagnosis)

The claims must meet the relevant medical criteria and be supported by appropriate medical documentation as delineated in the TCE PI Trust Distribution Procedures (TDP). Claimant must attached evidence to support the required Medical/Exposure criteria, including at a minimum results of medical tests and diagnosis of the treating physician. The medical and exposure criteria for the Disease Levels set forth above are attached to this Claim Form.

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

INDIVIDUAL REVIEW CLAIM FORM

Part 3: Dependents and Beneficiaries (for Deceased Claimants)

List any other persons represented by claimant's counsel who may have rights associated with this claim. Be sure to include the injured party's spouse and/or any dependents who derive (or who did derive at the time of the injured person's death) at least one-half of their financial support from the injured party.

Also list beneficiaries represented by claimant's counsel who are entitled to pursue an action for wrongful death under applicable state law.

If more than four, please photocopy this page, and insert after current page.

Name:	_____	Date of Birth:	____/____/____
Relationship:	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other: _____	Financially Dependent?	<u>Yes / No</u> (Circle One)

Name:	_____	Date of Birth:	____/____/____
Relationship:	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other: _____	Financially Dependent?	<u>Yes / No</u> (Circle One)

Name:	_____	Date of Birth:	____/____/____
Relationship:	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other: _____	Financially Dependent?	<u>Yes / No</u> (Circle One)

Name:	_____	Date of Birth:	____/____/____
Relationship:	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other: _____	Financially Dependent?	<u>Yes / No</u> (Circle One)

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

INDIVIDUAL REVIEW CLAIM FORM

Part 4: Exposure

1. Pathway of Exposure (list address at which exposure occurred or describe alternate exposure route):

2. If location of exposure is private residence, is above site primarily supplied with drinking water from a residential well?

_____ Yes _____ No

(Attach blueprint, site plan, survey, government record, or any other credible evidence supporting the answer above.)

3. List below the period of residence at the above site while primarily supplied with drinking water from a residential well:

Month/Year Exposure Began: ____/____ Month/Year Exposure Ended: ____/____

4. Maximum level of contamination detected at site: _____ ppb

5. If necessary, list data for independent contamination testing conducted by claimant (attach additional pages if necessary):

Sampling Location: _____ City: _____ State: ____

Sampler: _____ Sample Date: ____/____/____

Testing Laboratory: _____ Level Detected: _____ ppb

Lab Address: _____ City: _____ State: ____ Zip: _____

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

INDIVIDUAL REVIEW CLAIM FORM

Part 5: Smoking History

NOTE: This information is relevant only to claims involving Disease Level II, Lung Cancer. Thus, this section does not need to be completed if your claim is for other Scheduled Diseases.

For each item, indicate whether injured party has smoked or used the given product. If cigarettes were smoked, indicate the dates they were used, and the amount per day. Indicate fractional packs as appropriate, e.g., three and one-half packs would be entered as 3.5.

Has the injured party ever:		
Smoked Cigarettes?	Yes ____ No ____	
From: ____/____	To: ____/____	Packs per day: ____.
From: ____/____	To: ____/____	Packs per day: ____.
From: ____/____	To: ____/____	Packs per day: ____.
From: ____/____	To: ____/____	Packs per day: ____.

Has the injured party ever:	
Smoked Cigars?	Yes ____ No ____
From: ____/____	To: ____/____
From: ____/____	To: ____/____
From: ____/____	To: ____/____
From: ____/____	To: ____/____

MET-COIL SYSTEMS CORPORATION TCE PI TRUST
INDIVIDUAL REVIEW CLAIM FORM

Part 6: TCE Litigation

Has a lawsuit alleging injury for exposure to TCE ever been filed on behalf of the injured party?

Yes _____ No _____

Two-letter abbreviation of the state in which the suit was originally filed: _____

Name of court in which suit was originally filed: _____

Date on which the suit was originally filed: _____

Has injured party received settlement money from Met-Coil, Formtek, Mestek, or their predecessors, successors and assigns? Yes ___ No ___

What is the current status of this suit?

☐ Pending

☐ Dismissed

☐ Judgment

☐ Settled

Please attach a photocopy of the endorsed cover sheet of the filed complaint.

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

INDIVIDUAL REVIEW CLAIM FORM

Part 7: Signature Page

All claims must be signed by the claimant, or the person filing on his/her behalf (such as the personal representative or attorney).

I have reviewed the information submitted on this claim form and all documents submitted in support of this claim. To the best of my knowledge under penalty of perjury, the information submitted is accurate and complete.

Signature of claimant or Representative

Please print the name and relationship to the claimant of the signatory above.

Please review your submission to ensure it is complete.

- ☐ Death Certificate (if applicable)
- ☐ Certificate of Official Capacity (if personal representative is filing form)
- ☐ Medical Records as required by the TDP and as requested in the instructions.
- ☐ Proof of TCE exposure as required in the TDP and requested in the instructions.
- ☐ Cover sheet of filed complaint (if Part 8 is applicable).

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

INDIVIDUAL REVIEW CLAIM FORM

MEDICAL/EXPOSURE CRITERIA

Scheduled Disease*	Maximum / Minimum Values	Medical/Exposure Criteria
<u>Level I</u> Kidney Cancer Liver Cancer Non-Hodgkin's Lymphoma	\$300,000 / \$100,000	(1) credible evidence of residential exposure for at least one year to TCE allegedly originating from the Lockformer Site; (2) credible evidence that the claimant exhibits a disease representing a site of origin that has been associated with TCE exposure in a credible published scientific investigation;
<u>Level II</u> Hodgkin's Lymphoma Bladder Cancer Cervical Cancer Esophageal Cancer Leukemia Myeloma Pancreatic Cancer Colon Cancer Squamous Cell Skin Cancer (mortality) Lung Cancer** Stomach Cancer Ovarian Cancer Prostate Cancer	\$25,000 / \$7,500	(3) credible evaluation and diagnosis of the claimed disease by an internal medicine or other appropriate specialist based on either a physical examination of the claimant by that physician, a physical examination by another physician whose physical examination and findings are credible, or a pathological evaluation for a deceased claimant; and (4) appropriate laboratory test involving tissue examination by a board certified pathologist, except when not in the patient's best interest (according to the treating physician), in which case alternative medical tests leading to a reasonably accurate diagnosis may be used at the physician's discretion.

* The Scheduled Diseases are cancer endpoints that have been shown to have a statistically significant association with TCE exposure in published studies. The list is not meant to be an assessment of disease causation. Met-Coil, the Reorganized Debtor and the Mestek Affiliates were not involved in the establishment of this chart, and make no admissions regarding the same.

** To qualify for a Disease Level II Lung Cancer claim, the claimant must be a non-smoker (or have not smoked cigarettes for at least 15 years prior to diagnosis). Claimants with a documented history of smoking qualify only for Exposure Payment.

**ATTACHMENT C TO
TRUST DISTRIBUTION PROCEDURES**

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

FORM OF

EXPOSURE-ONLY CLAIM FORM

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

EXPOSURE-ONLY CLAIM FORM

Submit completed claims

Instructions for the Claim Form

Complete this claim form as thoroughly and accurately as possible. Please type or print neatly. Should there be insufficient space to list all relevant information, please attach additional sheets. In addition to filing the forms that follow, please ensure the following are enclosed, if applicable:

- Death Certificate (if applicable)
- Certificate of Official Capacity (if personal representative is filing form)
- Proof of exposure as set out in the instructions
- Copy of cover sheet of complaint (if applicable - see Part 8 below)

Representation

If counsel represents claimant, please print or type the following information:

Attorney Name: _____

Paralegal or Contact Name: _____

Name of Law Firm: _____

Firm Address: _____

Attorney Phone: _____ Fax: _____

Contact Phone: _____ Fax: _____

Attorney's or Law Firm's Tax ID Number: _____

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

EXPOSURE-ONLY CLAIM FORM

Part 1: Exposed Party Information

Name: _____		Social Security #: ____-____-____
Gender: Male _____ Female _____	Date of Birth: ____/____/____	

I. Is exposed party living? Yes _____ No _____

II. If exposed party is living and not represented by counsel, please complete the following:

Mailing address: _____

Daytime Phone: () ____-____

III. If exposed party is deceased: (Death certificate must be enclosed)

Date of death: ____/____/____

Was death TCE-related? Yes _____ No _____

IV. If exposed party has personal representative other than, or in addition to, his/her attorney, please indicate the following information for the representative (Certificate of Official Capacity must be enclosed)

Name: _____ **Social Security#:** ____/____/____

Mailing Address: _____

Daytime Phone: () ____-____

Relationship to injured party: I am party's _____
(spouse, child, other)

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

EXPOSURE-ONLY CLAIM FORM

Part 2: Dependents and Beneficiaries (for Deceased Claimants)

List any other persons represented by claimant's counsel who may have rights associated with this claim. Be sure to include the injured party's spouse and/or any dependents who derive (or who did derive at the time of the injured person's death) at least one-half of their financial support from the injured party.

Also list beneficiaries represented by claimant's counsel who are entitled to pursue an action for wrongful death under applicable state law.

If more than four, please photocopy this page, and insert after current page.

Name:	_____	Date of Birth:	____/____/____
Relationship:	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other: _____	Financially Dependent?	<u>Yes / No</u> (Circle One)

Name:	_____	Date of Birth:	____/____/____
Relationship:	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other: _____	Financially Dependent?	<u>Yes / No</u> (Circle One)

Name:	_____	Date of Birth:	____/____/____
Relationship:	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other: _____	Financially Dependent?	<u>Yes / No</u> (Circle One)

Name:	_____	Date of Birth:	____/____/____
Relationship:	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other: _____	Financially Dependent?	<u>Yes / No</u> (Circle One)

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

EXPOSURE-ONLY CLAIM FORM

Part 3: Exposure

1. Pathway of Exposure (list address at which exposure occurred or describe alternate exposure route):

2. If location of exposure is private residence, is above site primarily supplied with drinking water from a residential well?

_____ Yes _____ No

(Attach blueprint, site plan, survey, government record, or any other credible evidence supporting the answer above.)

3. List below the period of residence at the above site while primarily supplied with drinking water from a residential well:

Month/Year Exposure Began: ____/____ Month/Year Exposure Ended: ____/____

4. Maximum level of contamination detected at site: _____ ppb

5. If necessary, list data for all independent contamination testing conducted by claimant (attach additional pages if necessary):

Sampling Location: _____	City: _____	State: _____
Sampler: _____	Sample Date: ____/____/____	
Testing Laboratory: _____	Level Detected: _____	ppb
Lab Address: _____	City: _____	State: _____ Zip: _____

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

EXPOSURE-ONLY CLAIM FORM

Part 4: TCE Litigation

Has a lawsuit alleging injury for exposure to TCE ever been filed on behalf of the exposed party?

Yes _____ No _____

Two-letter abbreviation of the state in which the suit was originally filed: _____

Name of court in which suit was originally filed: _____

Date on which the suit was originally filed: _____

Has injured party received settlement money from Met-Coil, Formtek, Mestek, or their predecessors, successors and assigns? Yes ___ No ___

What is the current status of this suit?

☐ Pending

☐ Dismissed

☐ Judgment

☐ Settled

Please attach a photocopy of the endorsed cover sheet of the filed complaint.

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

EXPOSURE-ONLY CLAIM FORM

Part 5: Signature

All claims must be signed by the claimant, or the person filing on his/her behalf (such as the personal representative or attorney).

I have reviewed the information submitted on this claim form and all documents submitted in support of this claim. To the best of my knowledge under penalty of perjury, the information submitted is accurate and complete.

Signature of Claimant or Representative

Please print the name and relationship to the Claimant of the signatory above.

Please review your submission to ensure it is complete.

- ☐ Death Certificate (if applicable)
- ☐ Certificate of Official Capacity (if personal representative is filing form)
- ☐ Proof of exposure as required in the TDP and requested in the instructions.
- ☐ Cover sheet of filed complaint (if Part 4 is applicable).

**ATTACHMENT D TO
TRUST DISTRIBUTION PROCEDURES**

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

AREA DESCRIPTIONS AND MAPS

MET-COIL SYSTEMS CORPORATION TCE PI TRUST

AREA DESCRIPTIONS AND MAPS

The following area boundary descriptions and maps are referenced in the TCE PI Trust Distribution Procedures. This information is intended to assist the TCE PI Trust and potential claimants to accurately determine whether a TCE PI Trust Claim meets the applicable residence requirements.

Please note that residence within the Designated Area alone will not qualify a claimant for an allowed Exposure-Only Claim. For a presumptively valid claim, claimants must provide convincing evidence of residence for one year at a home in the Designated Area that is or was supplied by a residential well as its sole water source. Based upon an analysis of municipal water records, the Future Claimants' Representative anticipates that only residences in the LeClercq Class Action Area, Mejdrech Class Action Area B, Mejdrech Class Action Area C, and Mejdrech Class Action Area D may have been supplied by residential wells prior to the Petition Date. Therefore, only claimants who have previously resided in these areas will meet the presumptive requirements for an allowed claim pursuant to the terms of these procedures.

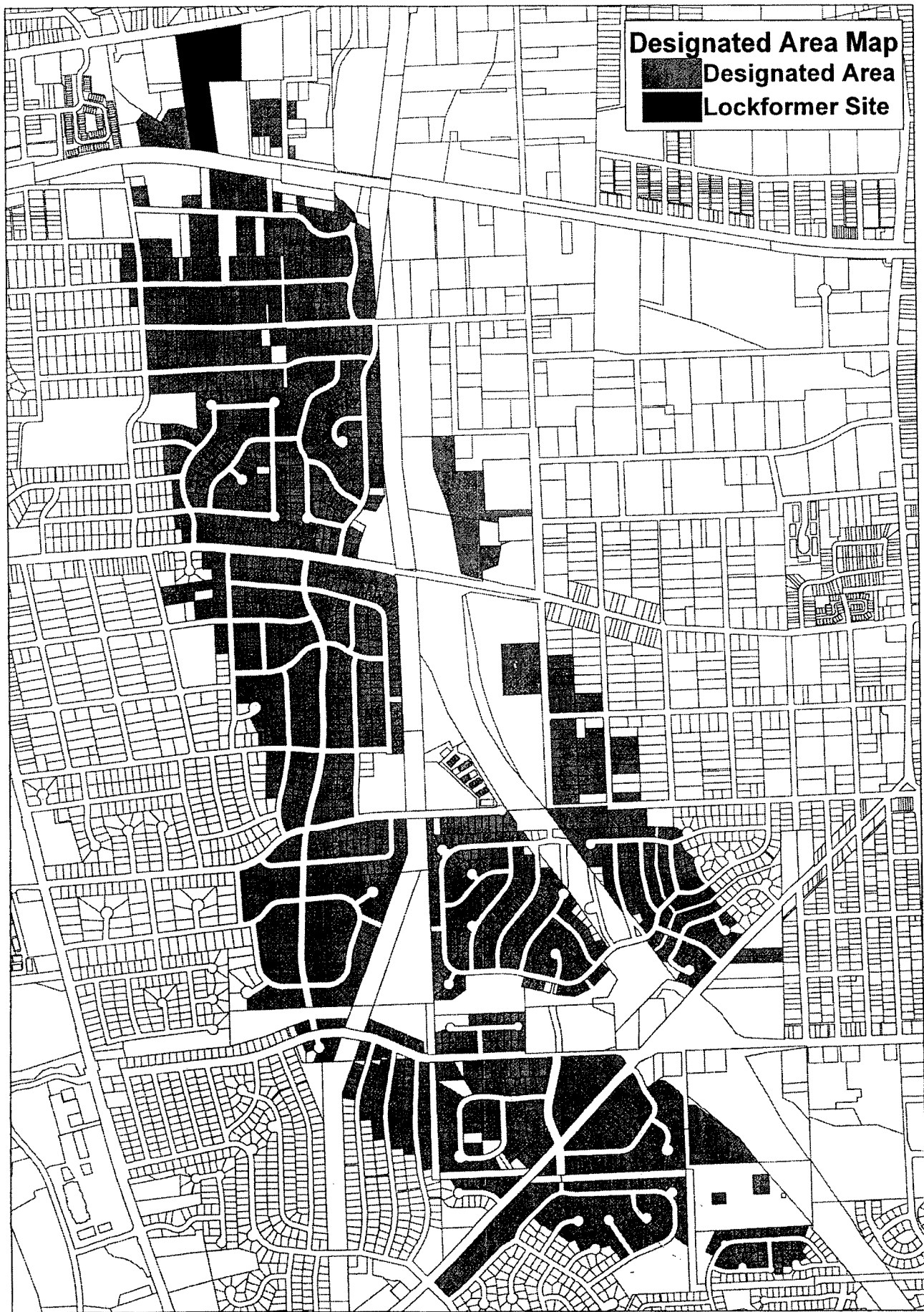
Nothing herein, however, should prevent any party from submitting a claim to the TCE PI Trust. Any disputes regarding whether a residence should be included in the Designated Area will be directed to mediation and/or arbitration pursuant to the TCE PI Trust ADR Procedures (Attachment A).

Met-Coil, the Reorganized Debtor and the Mestek Affiliates were not involved in the preparation of these Area Descriptions and Maps, and make no admissions regarding the information contained herein.

I. DESIGNATED AREA

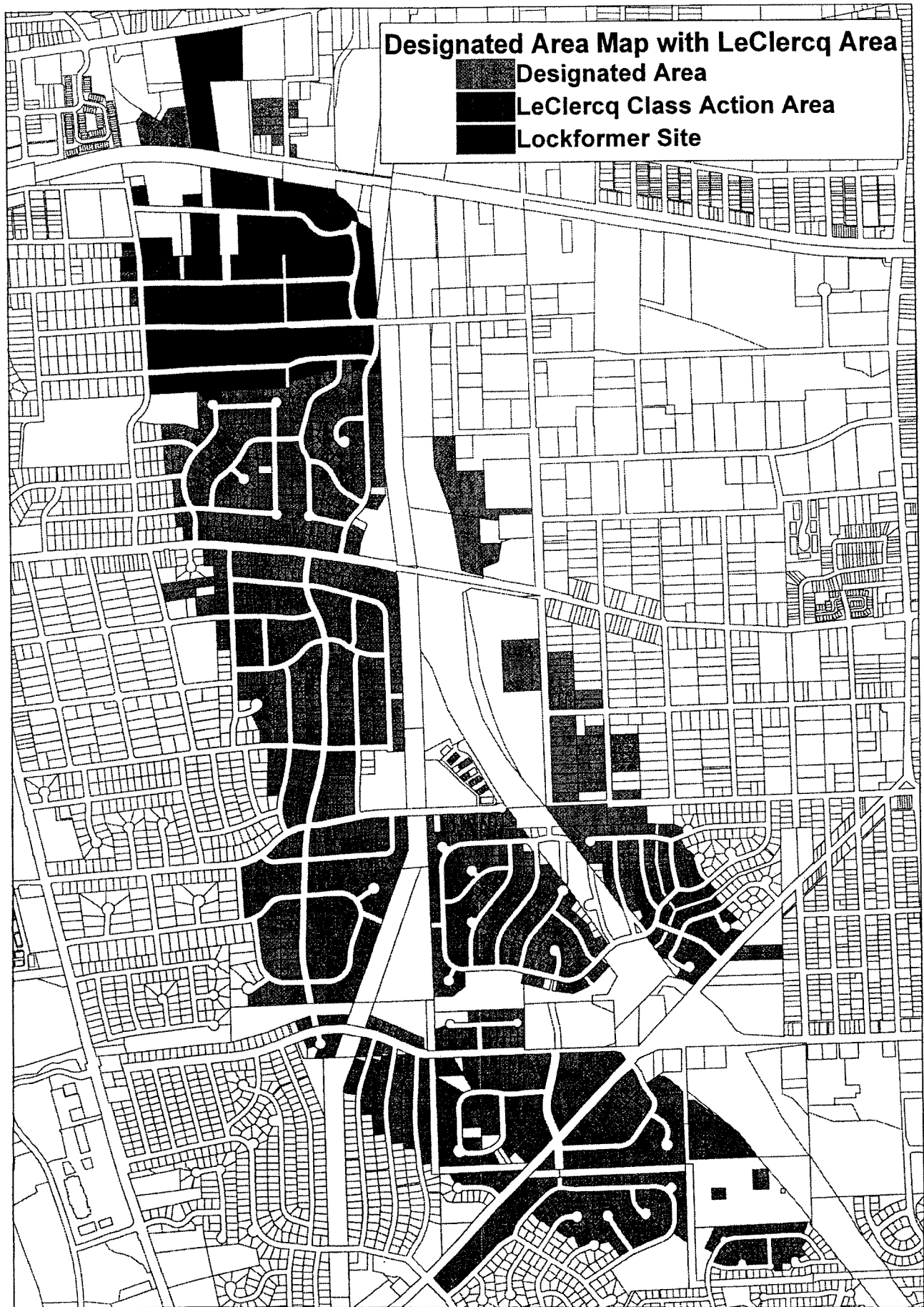
The Lockformer Site (*Northernmost Point of the Designated Area*) extended East to Elm St • Elm St extended South across the Railroad Tracks to Front St (including the West side of Elm St from 4706 Elm St extended South to 4712 Elm St, and including 4705 Elm St, 4707 Elm St, and 4713 Elm St on the East side of Elm St) • Front St extended East to Westview Ln (including both sides of Front St) • Westview Ln extended South to Maple Ave (including both sides of Westview Ln) • Gamble Dr extended East to Hwy 355 • Maple Ave extended East to Walnut Ave (including 2900 Maple Ave and 5400 Walnut Ave on the North side of Maple Ave) • Walnut Ave extended South to College Rd (including the East side of Walnut Ave from 5625 Walnut Ave extended South to College Rd, and including the West side of Walnut Ave) • College Rd extended East to Katrine Ave (including both sides of College Rd, and including 5614 Katrine Ave and 5616 Katrine Ave) • Katrine Ave extended South to 59th St (including the West side of Katrine Ave and the East side of Katrine Ave from 5709 Katrine Ave extended South to Stonewall Ave) • Stonewall Ave extended East to 2532 Stonewall Ave • Fairmont Ave extended South to Jackson Dr (including both sides of Fairmont Ave) • Jackson Dr extended East to Northgate Ct including the East side of Northgate Ct to 5932 Northgate Ct • 2525 Jackson Dr, 2512 Wolfe Dr, 6105 Westgate Ct, and 6109 Westgate Ct • Hobson Rd extended South West to Hwy 355 (including the North West side of Hobson Rd from 6117 Westgate Ct extended South West to 5 Wolfe Ct, and including 2501 Hobson Rd and 2505 Hobson Rd on the South East side of Hobson Rd) • Hwy 355 extended South to Foxtree Ave (including only the West side of Hwy 355) • Foxtree Ave extended South to Lorraine Ave (including the North side of Foxtree Ave West from 6632 Foxtree Ave extended West to 6688 Foxtree Ave, and including the South side of Foxtree Ave West from 6629 Foxtree Ave extended West to 6689 Foxtree Ave) • Foxtree Ave extended South on Wheatfield St (including both sides of Wheatfield St to 6651 Wheatfield St on the East side of Wheatfield St) (*Southernmost Point of the Designated Area*), and also including 2 Lorraine Ct, 3 Lorraine Ct, 4 Lorraine Ct, 5 Lorraine Ct, and 6 Lorraine Ct • Wheatfield St extended West to Foxtree Ave including only the North side of Wheatfield St from 6648 Wheatfield St extended West to 6689 Foxtree Ave • The East side of Mitchell Dr from 6609 Mitchell Dr extended North • Mitchell Dr extended South West to Patterson Ct (including the North West side of Mitchell Dr to 2602 Mitchell Dr) • All Patterson Ct properties, the following York Ct properties: 2608 York Ct, 2612 York Ct, 2616 York Ct, and 2620 York Ct, and the following Diamond Ct properties: 2706 Diamond Ct and 2706 Diamond Ct, which form the South West boundary of properties on Diamond Ct • 2715 Mitchell Dr and 2840 Mitchell Dr that form the South West border of the properties on Mitchell Dr • 7 Hobson Ct extended North West to Taylor Dr (including the East side of Taylor Dr from 6509 Taylor Dr extended North, and including the West side of Taylor Dr from 6434 Taylor Dr extended North • 6434 Taylor Dr extended North West to Maxwell Dr (including the East side of Maxwell Dr from 6433 Maxwell Dr extended North, and including the West side of Maxwell Dr from 6424 Maxwell Dr extended North • 6424 Maxwell Dr extended North West to MacArthur Dr (including the East side of MacArthur Dr from 6415 MacArthur Dr extended North, and including the West side of MacArthur Dr from 6402 MacArthur Dr extended North • 6402 MacArthur Dr extended North West to 63rd Ct (including 3 63rd Ct, 4 63rd Ct, 3201 63rd Ct, and 3123 63rd St) • 63rd Ct

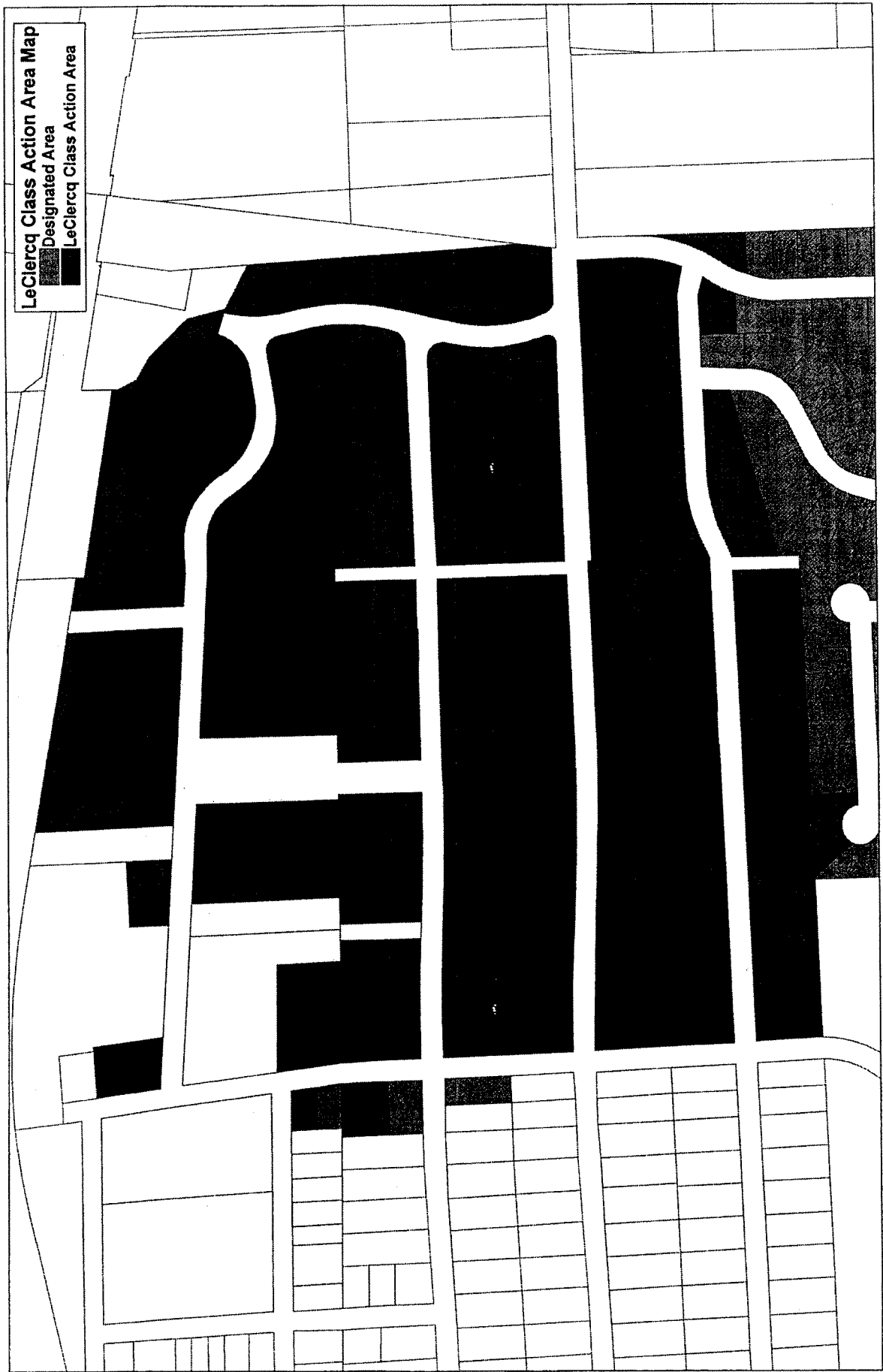
extended North to 63rd St (including the North side of 63rd St from 3206 63rd St extended East) • 3206 63rd St extended North West to Wood Ct (including 905 Wood Ct) • Wood Ct extended North East to Kingston Ave • Kingston Ave extended North to 59th St (including only the East side of Kingston Ave) • 59th St extended North East to Clover Dr (including only the South side of 59th St) • Clover Dr extended North to South Rd (including the East side of Clover Dr, and including the West side of Clover Dr from 5822 Clover Dr extended North) • South Rd extended West to 623 South Rd on the South side of South Rd and 628 South Rd on the North side of South Rd • 628 South Rd extended North to Rose Ct from 623 Rose Ct extended North to 620 Rose Ct • Primrose Ave extended North to Maple Ave (including the East side of Primrose Ave from 5709 Primrose Ave extended North, and including the West side of Primrose Ave from 5614 Primrose Ave extended North, and the following properties to the West of Primrose: 704 Kohley Rd and 5511 Kingston Ave) • Maple Ave extended West to Larkspur Ln (including 803 Maple Ave on the South side of Maple Ave, and including the North side of Maple Ave extended East of Larkspur Ln • Larkspur Ln extended North to Ohio St (including both sides of Larkspur Ln and 729 Inverness Rd and 734 Rolling Dr) • 734 Rolling Dr extended North to 740 Ohio St • 740 Ohio St extended North to 757 Gamble Dr • Kingston Ave extended North to Front St (including the East side of Kingston Ave to 4931 Kingston Ave and 4823 Kingston Ave) • The intersection of Kingston Ave and Front St across the Railroad Tracks to the Lockformer Site (including 4839 Kingston Ave, 4831 Kingston Ave, and 4741 St Joseph Creek) (*Northernmost Point of the Designated Area*)



II. LECLERCQ CLASS ACTION AREA

The intersection of Kingston Ave and Front St (*North West Corner of the Class Area*) • Front St East to Westview Ln (including both sides of Front St) • Westview Ln extended South to Gamble Dr (including both sides of Westview Ln to 5201 Westview Ln on the East side of Westview Ln and 5200 Westview Ln on the West side of Westview Ln) • Gamble Dr extended West to Kingston Ave (including both sides of Gamble Dr and 712 Jonquil Ave and 706 Jonquil Ave) • Kingston Ave extended North to Front St (including the East side of Kingston Ave to 4831 Kingston Ave, and including 4944 Kingston Ave, 4938 Kingston Ave, and 801 Division St on the West side of Kingston Ave) (*North West Corner of the Class Area*)





III. MEJDRECH CLASS ACTION AREA B

The East side of Kingston Ave from 6009 Kingston Ave South to 61st St (*North West Corner of the Class Area*) • 61st St extended East to the intersection with Ivanhoe Ave (including both sides of 61st St and all sides of Cliff Ct) • Ivanhoe Ave extended South to the intersection with 62nd St (including both sides of Ivanhoe Ave) • 62nd St extended West to the intersection with Kingston Ave (including both sides of 62nd St and 905 Wood Ct) • Kingston Ave extended North to 61st St (including the East side of Kingston Ave)