

**KAISER ALUMINUM CORPORATION
KAISER ALUMINUM & CHEMICAL CORPORATION**

**FOURTH AMENDED AND RESTATED
SILICA DISTRIBUTION PROCEDURES**

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The Fourth Amended and Restated Silica Distribution Procedures (“Silica DP”) contained herein provide for resolving all Silica Personal Injury Claims (as such term is defined in the Joint Plan of Reorganization of Kaiser Aluminum Corporation, Kaiser Aluminum & Chemical Corporation and Certain of their Debtor Affiliates (the “Plan”) (hereinafter referred to collectively for all purposes of this Silica DP as “Silica PI Trust Claims”) caused by exposure to silica-containing products for which Kaiser Aluminum Corporation, Kaiser Aluminum & Chemical Corporation and their respective predecessors, successors, and assigns (collectively, “Kaiser”) have legal responsibility, as provided in and required by the Plan and by the Kaiser Aluminum Silica Personal Injury Trust Agreement (“Silica PI Trust Agreement”). The Plan and Silica PI Trust Agreement establish the Kaiser Aluminum Silica PI Trust (“Silica PI Trust” or the “Trust”). The Trustees of the Silica PI Trust (whether one or more, the “Silica PI Trustee” or the “Trustee”) shall implement and administer this Silica DP in accordance with the Silica PI Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the Silica PI Trust Agreement, except that the “Effective Date” shall mean July 6, 2006. This Silica DP amends and restates in its entirety the Amended and Restated Silica Distribution Procedures adopted pursuant to the Plan as of the Effective Date.

SECTION I

Introduction

1.1 Purpose. This Silica DP has been adopted pursuant to the Silica PI Trust Agreement. It is designed to provide fair, equitable and substantially similar treatment for all Silica PI Trust Claims that may presently exist or may arise in the future in substantially the same manner.

1.2 Interpretation. Nothing in this Silica DP shall be deemed to create a substantive right for any Injured Party. As used in this Silica DP, the term “Injured Party” means a person who has been injured as a result of exposure to silica-containing products for which Kaiser has legal responsibility, either as an occupational exposure or a secondary exposure, and where the context requires, the representative or attorney filing a claim on behalf of the Injured Party. The term “Claimant” is the person filing a Silica PI Trust Claim, directly or through a licensed attorney, and may be the Injured Party or a “Claimant Representative” who is the representative of the Injured Party or of the Injured Party’s estate or heirs.

SECTION II

Overview

2.1 Silica PI Trust Goals. The goal of the Silica PI Trust is to treat all Silica PI Trust Claims equitably. This Silica DP furthers that goal by setting forth procedures for processing and paying Silica PI Trust Claims generally on an impartial, first-in-first-out (“FIFO”) basis, with the intention and goal of paying all Claimants over time as equivalent a share as possible of the full and fair value of their claims. To this end, this Silica DP establishes a schedule of five silica-related diseases (“Disease Levels”), all of which have

presumptive medical criteria, product and industry exposure requirements, specific liquidated values (“Scheduled Values”) and caps on their liquidated values (“Maximum Values”) applicable to Type 2 Claims (as hereinafter defined). The Silica DP Criteria, which are set forth in Sections 5.3 and 5.4 below, have been selected and derived with the intention of achieving a fair allocation of the Silica PI Trust funds as among Claimants whose claims are based on different disease processes in light of the best available information considering the rights Injured Parties would have in the tort system absent the Kaiser bankruptcy.

2.2 Coordination with Other Claims. The Plan and the Asbestos PI Trust Agreement establish the Asbestos PI Trust and Asbestos Distribution Procedures (“Asbestos DP”) that provide for resolving all Asbestos Personal Injury Claims for which the Debtors have any legal responsibility. The Plan and the CTPV PI Trust Agreement also establish the CTPV PI Trust and CTPV Distribution Procedures (“CTPV DP”) that specify procedures for resolving all CTPV Personal Injury Claims for which the Debtor has any legal responsibility.

2.2(a) Injured Parties with Dual Claims. In the event that a Claimant asserts separate claims against the Silica PI Trust and one or both of the Asbestos PI Trust and the CTPV PI Trust (“Dual Claims”), such Claimant must present credible evidence of separate disease caused by exposure to silica to recover from the Silica PI Trust. The Silica PI Trustee shall establish such criteria, but by way of example, (i) no Claimant may recover on a Silica PI Trust Claim based on a diagnosis of a silica disease which relies on an x-ray that was used to support a diagnosis of an asbestos disease, unless both diagnoses were made at or about the same time by the same doctor or, if by different doctors, based on a single x-ray reading by a NIOSH certified B-Reader that separately identifies the location and shape of opacities consistent with both silica and asbestos exposure, and (ii) in the event the Silica PI Trust Claim is based on a

diagnosis that relies on an x-ray (the “silica x-ray”) different from the one used to support a diagnosis of an asbestos disease (the “asbestos x-ray”), the silica x-ray must have been taken under circumstances (such as separation by time) that make it credible that the silica disease would not have been identifiable on the asbestos x-ray. The liquidated value of awards for lung cancer claims allowed by the Silica PI Trust shall be reduced by the amount of the liquidated value of any awards to the Injured Party for a lung cancer claim from the Asbestos PI Trust or the CTPV PI Trust.

2.2(b) Releases. In the event that a Claimant asserts and establishes a claim against the Silica PI Trust and has previously recovered on a separate Asbestos Personal Injury Claim or CTPV Personal Injury Claim against Kaiser, the Claimant will be required to disclose the prior claim and provide a copy of the release executed in connection with the prior claim, and the Trust will evaluate the effect of such release on the claim against the Trust.

2.2(c) Disclosure. In order to implement the provisions of this Section 2.2 and the corresponding provisions of the Asbestos DP and CTPV DP, each Claimant will be required to disclose to each trust in connection with the filing of a claim all asbestos, silica and coal tar pitch volatiles claims against Kaiser, the Asbestos PI Trust, the CTPV PI Trust or the Silica PI Trust. Each Trust will provide to the other the name and social security number (or the last four digits thereof) of each Injured Party and the name of the attorney for the Claimant so that the trusts can coordinate claims. By submission of a claim against any of the trusts, a Claimant consents to the disclosure to the other trusts of such information; provided that such other trusts maintain the confidentiality of such information to the same extent they maintain confidentiality of claims and claims information filed with such trusts.

2.2(d) Mixed Dust Claims. Claimants seeking compensation for mixed-dust pneumoconiosis may not recover from the Silica PI Trust unless their claims meet the criteria for a mixed dust fibrosis (Foundry Worker’s Lung Disease) claim set forth in this Silica DP.

2.3 Claims Liquidation Procedures. Silica PI Trust Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to Section 5.1(a) below. The Silica PI Trust shall take all reasonable steps to resolve Silica PI Trust Claims as efficiently and expeditiously as possible at each stage of claims processing and arbitration. To this end, the Silica PI Trust, in its sole discretion, may conduct settlement discussions with Claimants’ Representatives with respect to more than one claim at a time, provided that the Claimants’ respective positions in the FIFO Processing Queue are maintained and each claim is individually evaluated pursuant to the valuation factors set forth in Section 5.3(b)(2) below.

All Silica PI Trust Claims except Foreign Claims (as defined below) may be submitted for Expedited Review (“Type 1 Claims”) or Individual Review (“Type 2 Claims”), but will be considered for the claim category that is supported by the evidence submitted regardless of which type of claim is submitted. To be allowed as a Type 1 Claim, a claim must meet the presumptive Medical Criteria of Disease Levels I–V and Industry Exposure, which means credible evidence of a minimum of 6 months or greater employment in one of the industries listed in Attachment A hereto or, alternatively, credible evidence of six months or greater cumulative employment in another industry in which silica-containing refractory products manufactured or distributed by Kaiser were handled, installed, used, repaired, torn out or cleaned out, which exposure occurred during the period 1951-1986. A Type 1 Claim that is allowed will receive a liquidated value that is not less than its Scheduled Value, but may receive a liquidated value that is greater than its Scheduled Value by demonstrating factors that are claimed to

support a higher value. If the Injured Party meets Industry Exposure criteria, but his or her only Occupational Exposure (as defined below) is as a sandblaster or as a laborer, general maintenance or custodial staff working in proximity to sandblasting operations, the claim value, if allowed, will be Scheduled Value. If that Occupational Exposure is a significant portion of the Injured Party's Occupational Exposure, but not the only exposure, it may reduce claim value (but not below Scheduled Value). The Trust will consider all factors disclosed in connection with the filed Claim to make that determination. Foreign Claims will be liquidated pursuant to separate claims liquidation procedures to be established by the Trustee with the consent of the TAC.

Claimants filing a Type 2 Claim may also establish a liquidated value for the claim that is greater than its Scheduled Value through Individual Review by demonstrating factors that are claimed to support a higher value. The liquidated value of an allowed Type 2 Claim will not be less than its Scheduled Value, but in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below. For a claim to be evaluated as a Type 2 Claim, the Claimant must submit evidence of the Occupational Exposure of the Injured Party. "Occupational Exposure" means credible evidence of employment with a minimum of a six-month cumulative occupational exposure in an occupation listed on Attachment B hereto or alternatively in another occupation in which the Injured Party would have had continuing exposure to respirable silica as a result of handling, installing, using, repairing, tearing out or cleaning out silica-containing refractory products manufactured or distributed by Kaiser or working on a regular basis in close proximity to workers engaged in such activities, in either case, in an industry which qualifies for Industry Exposure hereunder. Occupational Exposure is one of the factors that may support a higher value; however, if his or her only Occupational

Exposure is as a sandblaster or as a laborer, general maintenance or custodial staff working in proximity to sandblasting operations, the claim value, if allowed, will be Scheduled Value. If that Occupational Exposure is a significant portion of the Injured Party's Occupational Exposure, but not the only exposure, it may reduce claim value (but not below Scheduled Value).

All unresolved disputes over an Injured Party's medical condition, exposure history, Industry Exposure, Occupational Exposure and/or the liquidated value of the claim shall be subject to binding or non-binding arbitration as set forth in Section 5.10 below, at the election of the Claimant, under procedures that are provided in Attachment C hereto. Silica PI Trust Claims that are the subject of a dispute with the Silica PI Trust that cannot be resolved by non-binding arbitration may enter the tort system as provided in Sections 5.11 and 7.6 below. However, if and when a Claimant obtains a judgment in the tort system, the judgment shall be payable (subject to the Payment Percentage provisions set forth below) as provided in Section 7.7 below.

2.4 Application of the Payment Percentage. After the liquidated value of a Silica PI Trust Claim is determined pursuant to the procedures set forth herein for review, arbitration, or litigation in the tort system, the Claimant shall ultimately receive a pro-rata share of that value based on a Payment Percentage described in Section 4.2 below. The initial Payment Percentage shall be set pursuant to Section 4.2 below after the Silica PI Trust is established by the Silica PI Trustee, after consultation with the Silica PI TAC ("Silica TAC") (who is described in Section 3.1 below).

Subject to the provisions of Section 4.2, the Payment Percentage may thereafter be adjusted upwards or downwards from time to time by the Silica PI Trustee to reflect then-current estimates of the Silica PI Trust's assets and its liabilities, as well as the then-estimated value of

pending and future claims. Any downward adjustment shall require the consent of the Silica TAC. If the Payment Percentage is increased over time, Claimants whose claims were liquidated and paid in preceding years under the Silica DP may be entitled to receive payments sufficient to provide such Claimants with aggregate payments in the face amount equal to the amount of the liquidated values of their respective Silica PI Trust Claims multiplied by the increased Payment Percentage. The distribution of such supplemental payments is within the discretion of the Trustee and should be made only to the extent reasonably practicable. Because there is uncertainty in the prediction of both the number and severity of future Silica PI Trust Claims, and the amount of the Silica PI Trust's assets, no guarantee can be made of any Payment Percentage of a Silica PI Trust Claim's liquidated value.

2.5 Indirect Silica PI Trust Claims. As set forth in Section 5.6 below, Silica PI Trust Claims which are Indirect Channeled Personal Injury Claims ("Indirect Silica PI Trust Claims"), if any, shall be subject to the same categorization, evaluation, and payment provisions of this Silica DP as all other Silica PI Trust Claims.

SECTION III

Silica DP Administration

3.1 Silica PI Trust Advisory Committee. Pursuant to the Plan and the Silica PI Trust Agreement, the Silica PI Trust and this Silica DP shall be administered by the Silica PI Trustee in consultation with the Silica TAC, which represents the interests of holders of present Silica PI Trust Claims. The Silica PI Trustee shall obtain the consent of the Silica TAC on any amendments to these Procedures for which consent is required pursuant to Section 8.1 below, and on such other matters as are otherwise required below and in Section 2.2(d) of the Silica PI

Trust Agreement. The Silica PI Trustee shall also consult with the Silica TAC on such matters as are provided below and in Section 2.2(c) of the Silica PI Trust Agreement. The initial Silica TAC is identified in the Silica PI Trust Agreement.

3.2 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Silica PI Trustee shall provide written notice to the Silica TAC of the specific amendment or other action that is proposed. The Silica PI Trustee shall not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process defined and described in Section 6.7(a), or the Consent Process described in Section 6.7(b), of the Silica PI Trust Agreement.

SECTION IV

Payment Percentage; Periodic Estimates

4.1 Uncertainty of Kaiser's Personal Injury Silica Liabilities. There is inherent uncertainty regarding Kaiser's total silica-related tort liabilities, as well as the total value of the assets that will be available to the Silica PI Trust to pay Silica PI Trust Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Silica PI Trust Claims shall receive. To seek to ensure substantially equivalent treatment of all Silica PI Trust Claims, the Silica PI Trustee must determine from time to time the percentage of full liquidated value that holders of Silica PI Trust Claims shall be likely to receive, *i.e.*, the "Payment Percentage" described in Section 2.4 above and Section 4.2 below.

4.2 Computation of Payment Percentage. As provided in Section 2.4 above, the initial Payment Percentage shall be set by the Silica PI Trustee with the consent of the Silica TAC after the Silica PI Trust is established and sufficient information is available concerning the

anticipated assets and liabilities of the Silica PI Trust over its lifetime. The Silica PI Trustee shall use its best efforts to establish the initial Payment Percentage within one year of the Effective Date. The Payment Percentage shall thereafter be subject to change pursuant to the terms of this Silica DP and the Silica PI Trust Agreement if the Silica PI Trustee determines that an adjustment is required.

In any event, no less frequently than once every three years, commencing with the first day of January first occurring three years after the Effective Date, the Silica PI Trustee shall reconsider the then applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, increase the Payment Percentage, or reduce it with the consent of the Silica TAC. The Silica PI Trustee shall also reconsider the then applicable Payment Percentage at shorter intervals if the Silica PI Trustee deems such reconsideration to be appropriate or if requested to do so by the Silica TAC.

The Silica PI Trustee must base its determination of the Payment Percentage on current estimates of the number, types, and values of Silica PI Trust Claims, the value of the assets then available to the Silica PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full value to all holders of Silica PI Trust Claims. When making these determinations, the Silica PI Trustee shall exercise common sense and flexibly evaluate all relevant factors.

4.3 Applicability of the Payment Percentage. Except as otherwise provided in Section 5.1(c) below for Silica PI Trust Claims involving deceased or incompetent Injured Parties for which approval of the Silica PI Trust's offer by a court or through a probate process is

required, no holder of any other Silica PI Trust Claim shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time of payment, plus any supplemental payments authorized by the Silica PI Trustee in the event of a increase in the Payment Percentage.

If a reduction of the Payment Percentage has been proposed in writing by the Silica PI Trustee to the Silica TAC but has not yet been adopted, the Claimant shall temporarily receive the lower proposed Payment Percentage. However, if the lower proposed Payment Percentage is not subsequently adopted, the Claimant shall thereafter receive the difference between the lower proposed amount and the higher actual amount.

SECTION V

Resolution of Silica PI Trust Claims

5.1 Ordering, Processing and Payment of Claims.

5.1(a) Ordering of Claims.

5.1(a) (1) Establishment of the FIFO Processing Queue. The Silica PI Trust shall order Silica PI Trust Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “FIFO Processing Queue”). For all claims filed on or before the date one year after the Effective Date (the “Initial Claims Filing Date”), a Claimant’s position in the FIFO Processing Queue shall be determined as of the earliest of the following that are applicable: (i) the actual filing of the claim against Kaiser prior to the Petition Date in the tort system; (ii) the filing of the claim against another defendant in the tort system prior to the Petition Date if the claim was tolled against Kaiser at the time by agreement, by operation of law or otherwise; or (iii) the date after the Effective Date but on or

before the Initial Claims Filing Date that the claim was filed with the Silica PI Trust. Following the Initial Claims Filing Date, the Claimant's position in the FIFO Processing Queue shall be determined by the date the claim is filed with the Silica PI Trust. If any claims are filed on the same date, the Claimant's position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the Injured Party's silica-related disease. If any claims are filed and diagnosed on the same date, the Claimant's position in the FIFO Processing Queue shall be determined by the date of the Injured Party's birth, with older Injured Parties given priority over younger Injured Parties.

5.1(a) (2) Effect of Statutes of Limitation and Repose. To be eligible for a place in the FIFO Processing Queue, a claim must meet either (i) for claims first filed in the tort system against Kaiser prior to the Petition Date, the applicable federal, state and foreign statutes of limitation and repose that were in effect at the time of the filing of the claim in the tort system, or (ii) for claims that were not filed against Kaiser in the tort system prior to the Petition Date, the applicable statute of limitation that was in effect at the time of the filing with the Silica PI Trust. However, the running of the relevant statute of limitation shall be tolled from (i) the earliest of (A) the actual filing of the claim against Kaiser prior to the Petition Date in the tort system; (B) the filing of the claim against another defendant in the tort system prior to the Petition Date if the claim was tolled against Kaiser at the time by agreement, by operation of law or otherwise; or (C) the Petition Date, until (ii) three years after the Effective Date.

If a Silica PI Trust Claim meets any of the tolling provisions described in the preceding sentence and the claim was not barred by the applicable statute of limitation at the time of the tolling event, it shall be treated as timely filed if it is actually filed with the Silica PI Trust within three (3) years after the Effective Date. In addition, any claims that were first diagnosed after the

Petition Date, irrespective of the application of any relevant statute of limitation or repose, may be filed with the Silica PI Trust within three (3) years after the date of diagnosis or within three (3) years after the Effective Date, whichever occurs later. However, the processing of any Silica PI Trust Claim by the Silica PI Trust may be deferred at the election of the Injured Party pursuant to Section 6.3 below. Notwithstanding any provision hereof to the contrary, unless otherwise allowed by the Bankruptcy Court, no claim that arose prior to the Petition Date may be allowed by the Silica PI Trust unless a proof of claim as to such claim was timely filed in the Reorganization Case, and no provision hereof shall extend the time for filing any such proof of claim or revive any such claim that is barred.

5.1(b) Processing of Claims. As a general practice, the Silica PI Trust shall review its claims files on a regular basis and notify all Claimants whose claims are likely to come up in the FIFO Processing Queue in the near future.

5.1(c) Payment of Claims. Silica PI Trust Claims that have been liquidated by the Trust's claim review process or by arbitration as provided in Section 5.10 below, or by litigation in the tort system provided in Section 5.11 below, shall be paid in FIFO order based on the date their liquidation became final (the "FIFO Payment Queue"), all such payments being subject to the applicable Payment Percentage.

If the Injured Party is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the Claimant, an offer made by the Silica PI Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending, provided that the Silica PI Trust has been furnished with evidence that the

settlement offer has been submitted to such court or probate process for approval. If the offer is ultimately approved by the court or through the probate process and accepted by the Claimant, the Silica PI Trust shall pay the claim in the amount so offered, multiplied by the Payment Percentage in effect at the time the offer was first made.

If any claims are liquidated on the same date, the Claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the Injured Party's silica-related disease. If any claims are liquidated on the same date and the respective Injured Parties' silica-related diseases were diagnosed on the same date, the position of those Injured Parties in the FIFO Payment Queue shall be determined by the Silica PI Trust based on the dates of the Injured Parties' birth, with older Injured Parties given priority over younger Injured Parties.

5.2 Intentionally Omitted.

5.3 Resolution of Silica PI Trust Claims. Within one year after the establishment of the Silica PI Trust, the Silica PI Trustee shall adopt procedures for reviewing and liquidating all unliquidated Silica PI Trust Claims, which procedures shall include deadlines for processing such claims. Such procedures shall also require Injured Parties seeking resolution of unliquidated Silica PI Trust Claims to first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 below. It is anticipated that the Silica PI Trust shall provide an initial response to the Claimant within six months of receiving the completed proof of claim form.

The proof of claim form shall require the Claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. Irrespective of the Disease Level alleged on the proof of claim form, all claims shall be deemed to be a claim for the

highest Disease Level for which the claim qualifies at the time of filing, and all lower Disease Levels for which the claim may also qualify at the time of filing or in the future shall be treated as subsumed into the higher Disease Level for both processing and payment purposes.

Upon filing of a valid proof of claim form with the required supporting documentation, the Claimant shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.1(a) above. The Silica PI Trust shall provide the Claimant with six-months notice of the date by which it expects to reach the claim in the FIFO Processing Queue (or such shorter period of time as may be reasonable practicable if it expects to reach the claim in the FIFO Processing Queue within less than six months), following which the Claimant shall promptly (i) provide the Silica PI Trust with any additional medical and/or exposure evidence that was not provided with the original claim submission; and (ii) advise the Silica PI Trust of any change in the Injured Party's Disease Level. If a Claimant fails to respond to the Silica PI Trust's notice prior to the reaching of the claim in the FIFO Processing Queue, the Silica PI Trust shall process and liquidate the claim based upon the medical/exposure evidence previously submitted by the Claimant.

5.3(a) Claim Review.

5.3(a) (1) In General. The Silica PI Trust's claim review process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all Silica PI Trust Claims.

5.3(a) (2) Claims Processing. All Claimants seeking liquidation of Type 1 Claims or Type 2 Claims shall file the Silica PI Trust's proof of claim form provided in Attachment D hereto or such other proof of claim form the Silica PI Trust shall require. As a proof of claim

form is reached in the FIFO Processing Queue, the Silica PI Trust shall determine whether the claim described therein meets the Medical Criteria and Industry Exposure for allowance as Type 1 Claim or Type 2 Claim, and (if Enhanced Value is requested), whether and to what extent it meets criteria for Enhanced Value as a Type 2 Claim and shall advise the Claimant of its determination. If the claim is allowed, the Silica PI Trust shall tender to the Injured Party an offer of payment for the relevant Disease Level multiplied by the applicable Payment Percentage, together with a form of release approved by the Silica PI Trust. If the Claimant accepts the offer of payment and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Silica PI Trust shall disburse payment subject to any adjustment required under Section 2.2. The offer of payment for an allowed claim shall be the allowed liquidated value of the claim multiplied by the current Payment Percentage. An offer of payment may be conditioned on the Claimant providing specified documentation or other evidence, which the failure to produce would otherwise constitute a deficiency and cause disallowance of the claim. If the claim is disallowed, the Silica PI Trust will provide written notice of disallowance specifying each of the reasons the claim has been disallowed and providing the Claimant with the opportunity to cure any identified deficiency. If the Claimant fails to provide information to cure all deficiencies or to initiate arbitration pursuant to Section 6.3 within 180 days after the Silica PI Trust's notice of disallowance, the Trustee will have the right to provide written notice that the claim will be deemed to have been withdrawn if the Claimant fails to cure all deficiencies or initiate arbitration within a time period, not less than 180 days from the date of the notice, specified in the written notice to the Claimant.

5.3(a) (3) Disease Levels, Medical Criteria, Scheduled Values and Industry Exposure Criteria. The five Disease Levels covered by this Silica DP, together with the

Medical Criteria and Industry Exposure criteria for each and their Scheduled Values are summarized forth below. The Medical Criteria set forth below are intended to be a summary only, and in the event of any inconsistency between such provisions and the provisions of Section 5.7(a), the provisions of Section 5.7(a) shall control. With the consent of the Silica TAC, the Silica PI Trustee may add to, change or eliminate Disease Levels, Medical Criteria, Scheduled Values or Industry Exposure criteria; develop subcategories of Disease Levels, Medical Criteria or Scheduled Values; or determine that a novel or exceptional silica personal injury claim is compensable even though it does not meet the Medical Criteria and Industry Exposure criteria for any of the then current Disease Levels.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Complicated Silicosis (Level V)	\$75,000	<p>1. Diagnosis by a board-certified doctor of pulmonology, internal medicine or occupational medicine of bilateral silicosis based on physical examination and x-ray; if the Injured Party is deceased, a pathology report by a board-certified pathologist indicating the same OR an x-ray read by a board-certified doctor of radiology, pulmonology or occupational medicine indicating the same; and</p> <p>2. >10 years from first exposure to diagnosis; and</p> <p>3. Diagnosis by one or more appropriate board-certified physicians of one of the following identified complications recognized as complicated silicosis and that the Injured Party's exposure to silica was a cause of the complicated silicosis condition:</p> <ul style="list-style-type: none"> (i) Rheumatoid Arthritis (ii) Tuberculosis (iii) Scleroderma (iv) Lupus (v) Glomerulonephritis (vi) Mixed Connective Tissue Disorder (vii) Consolidation of silicotic opacities (PMF or Honeycombing); and <p>A minimum of six months cumulative Industry Exposure</p>
Lung Cancer (Level IV)	\$27,500	<p>1. Diagnosis by a board-certified doctor of pulmonology, internal medicine or occupational medicine of bilateral silicosis based on physical</p>

examination and x-ray; if the Injured Party is deceased, a pathology report by a board-certified pathologist indicating the same **OR** an x-ray read by a board-certified doctor of radiology, pulmonology or occupational medicine indicating the same; and

2. >10 years from first exposure to diagnosis; and

3. Diagnosis by a board-certified doctor of pulmonology, internal medicine, occupational medicine or oncology of the existence of a primary lung cancer and that the Injured Party's exposure to silica was a cause of the lung cancer; and

4. A minimum of six months cumulative Industry Exposure

Severe Silicosis (Level III) \$20,000

1. Diagnosis by a board-certified doctor of pulmonology, internal medicine or occupational medicine of bilateral silicosis based on physical examination and x-ray; if the Injured Party is deceased, a pathology report by a board-certified pathologist indicating the same **OR** an x-ray read by a board-certified doctor of radiology, pulmonology or occupational medicine indicating the same; and

2. >10 years from first exposure to diagnosis; and

3. ILO of 2/1 or greater involving, but not limited to the upper lung lobes as interpreted by a NIOSH certified B-Reader **OR** Silicosis Level II and pulmonary function testing which evidences severe impairment by FVC less than or equal to 65% or FEV1 less than or equal to 65% or TLC less than or equal

to 65% or DLCO less than or equal to 65% **OR** Silicosis Level II and death caused by silicosis other than death caused by lung cancer supported by a report from a board-certified doctor of pulmonology, internal medicine or occupational medicine linking the death to silicosis; and

4. A minimum of six months cumulative Industry Exposure

Simple Silicosis (Level II) \$5,000

1. Diagnosis by a board-certified doctor of pulmonology, internal medicine or occupational medicine of bilateral silicosis based on physical examination and x-ray; if the Injured Party is deceased, a pathology report by a board-certified pathologist indicating the same **OR** an x-ray read by a board-certified doctor of radiology, pulmonology or occupational medicine indicating the same; and

2. >10 years from first exposure to diagnosis; and

3. ILO of 1/0 or greater involving, but not limited to, the upper lung lobes as interpreted by a NIOSH certified B-Reader; and

4. A minimum of six months cumulative Industry Exposure

Mixed Dust Fibrosis (Level I) \$2,500

1. Diagnosis by a board-certified doctor of pulmonology, internal medicine or occupational medicine of mixed dust fibrosis (Foundry Worker's Lung disease) based on physical examination and x-ray; if the Injured Party is deceased, a pathology report by a board-certified pathologist indicating the same **OR** an x-ray read by a board-certified doctor of radiology,

pulmonology or occupational medicine indicating the same; and

2. >10 years from first exposure to diagnosis; and

3. ILO of 1/0 or greater involving all lung lobes with both rounded and irregular opacities as interpreted by a NIOSH certified B-Reader; and

4. A minimum of 5 years cumulative Industry Exposure in a foundry setting to iron oxides and respirable silica from refractory products

5.3(b) Foreign Claims.

5.3(b) (1) In General. A “Foreign Claim” is a Silica PI Trust Claim with respect to which the Injured Party’s exposure to a silica-containing product for which Kaiser has legal responsibility occurred outside of the United States and its Territories and Possessions. In reviewing Foreign Claims, the Silica PI Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Injured Party’s Jurisdiction as defined in Section 7.6 below. The Silica PI Trust shall determine the liquidated value of Foreign Claims based on historical settlements and verdicts in the Injured Party’s Jurisdiction as well as the other valuation factors set forth in Section 5.3(b)(2) below.

For purposes of the claims review process for Foreign Claims, the Silica PI Trustee, with the consent of the Silica TAC, may develop separate Medical Criteria and Industry Exposure criteria and standards, as well as separate requirements for physician and other professional

qualifications, which shall be applicable to all Foreign Claims channeled to the Silica PI Trust; provided however, that such criteria, standards or requirements shall not effectuate substantive changes to the claims eligibility requirements under this Silica DP, but rather shall be made only for the purpose of adapting those requirements to the particular licensing provisions and/or medical customs or practices of the foreign country in question.

At such time as the Silica PI Trust has sufficient historical settlement, verdict and other valuation data for claims from a particular foreign jurisdiction, the Silica PI Trustee, with the consent of the Silica TAC, may also establish a separate valuation matrix for any such Foreign Claims based on that data.

5.3(c) Review of Industry and Occupational Exposure Criteria. The Silica PI Trust's review process provides an Injured Party with an opportunity for individual consideration and evaluation of evidence of Industry Exposure and Occupational Exposure in industries and occupations that are not listed on Schedule B or Schedule C, respectively. That evidence must include evidence of actual exposure to Kaiser silica-containing refractory products. For purposes of establishing actual exposure to Kaiser silica-containing refractory products, an affidavit of exposure by the Injured Party will not constitute credible evidence unless accompanied by credible third-party affidavits, documents or other credible evidence.

5.3(d) Claim Value.

5.3(d)(1) Scheduled and Maximum Values. The Scheduled and

Maximum Values for the Disease Levels compensable under this Silica DP are the following:

<u>Scheduled Disease</u>	<u>Scheduled Value</u>	<u>Maximum Value</u>
Complicated Silicosis (Level V)	\$75,000	\$300,000
Lung Cancer 1 (Level IV)	\$27,500	\$85,000
Severe Silicosis (Level III)	\$20,000	\$60,000
Simple Silicosis (Level II)	\$5,000	\$20,000
Mixed Dust Fibrosis (Level I)	\$2,500	\$5,000

5.3(d)(2) Enhanced Value. Injured Parties shall be eligible to seek

Enhanced Value up to the Maximum Value of their Type 2 Claims by submitting evidence of enhanced value of their claims. Proof of Occupational Exposure must be submitted as support for enhanced claim valuation for Type 2 Claims. If the Injured Party claims secondary exposure under Section 5.5, proof of both Industry Exposure and Occupational Exposure must be provided for the occupationally exposed person who is the basis for the secondary exposure claim. The Silica PI Trust shall take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to (i) the degree to which the characteristics of a claim differ from the presumptive Medical Criteria and Industry Exposure criteria for the Disease Level in question; (ii) factors such as the Injured Party's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) evidence that the Injured Party's damages were (or were not) caused by Silica exposure, including exposure to a Silica-containing product for which Kaiser has legal responsibility (for example, alternative causes, and the strength of

documentation of injuries); (iv) the Injured Party's degree of impairment, (v) the opportunity for the Injured Party to recover from other defendants, and (vi) the duration and intensity of Occupational Exposure. The Silica PI Trustee is authorized to adopt an automatic pricing matrix for Enhanced Value to ensure consistency of treatment and to modify such matrix from time to time.

5.4 Exigent Hardship Claims. At any time the Silica PI Trust may liquidate and pay Silica PI Trust Claims that qualify as Exigent Hardship Claims (as defined below). Such claims may be considered separately no matter what the order of processing otherwise would have been under this Silica DP. An Exigent Hardship Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated Silica PI Trust Claims. A Silica PI Trust Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical Criteria for Disease Levels III, IV or V and Industry Exposure criteria, and the Silica PI Trust, in its sole discretion, determines (i) that the Injured Party needs financial assistance on an immediate basis based on the Injured Party's expenses and all sources of available income, and (ii) that there is a causal connection between the Injured Party's dire financial condition and the Injured Party's silica-related disease.

5.5 Secondary Exposure Claims. If an Injured Party alleges a silica-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the Injured Party must establish that the occupationally exposed person would have met all the exposure requirements under this Silica DP that would have been applicable had that person filed a direct claim against the Silica PI Trust. In addition, the Injured Party with secondary exposure must establish that he or she is suffering from one of the five Disease Levels described in Section 5.3(a)(3) above or a silica-related disease otherwise compensable under this Silica DP, that his or

her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to silica-containing refractory products produced by Kaiser, and that such secondary exposure was a cause of the claimed disease. The proof of claim form included in Attachment D hereto contains an additional section for Secondary Exposure Claims. All other liquidation and payment rights and limitations under this Silica DP shall be applicable to such claims.

5.6 Indirect Silica PI Trust Claims. Indirect Silica PI Trust Claims asserted against the Silica PI Trust based upon theories of contribution or indemnification under applicable law shall be treated as presumptively valid and paid by the Silica PI Trust subject to the applicable Payment Percentage if (a) such claim satisfied the requirements of the Bar Date for such claims established by the Bankruptcy Court, if applicable, and is not otherwise disallowed by Section 502(e) of the Code or subordinated under Section 509(c) of the Code, and (b) the holder of such claim (the “Indirect Claimant”) establishes to the satisfaction of the Silica PI Trustee that (i) the Silica PI Trust would otherwise have had a liability or obligation under this Silica DP to the individual Injured Party (the “Direct Injured Party”), (ii) the Indirect Claimant has paid in full the liability and obligation of the Silica PI Trust to the Direct Injured Party, (iii) the Direct Injured Party and the Indirect Claimant have forever and fully released the Silica PI Trust from all liability to the Direct Injured Party, and (iv) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the Silica PI Trust superior to the rights of the related Direct Injured Party against the Silica PI Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no Indirect Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Injured Party.

To establish a presumptively valid Indirect Silica PI Trust Claim, the Indirect Claimant's aggregate liability for the Direct Injured Party's claim must also have been fixed, liquidated and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the Silica PI Trust) or a Final Order (as defined in the Plan) provided that such claim is valid under the applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Injured Party against the Silica PI Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Silica PI Trust a release in form and substance satisfactory to the Silica PI Trustee.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Silica PI Trust with a full release of the Direct Injured Party's claim, the Indirect Claimant may request that the Silica PI Trust review the Indirect Silica PI Trust Claim individually to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation that the Silica PI Trust had to the Direct Injured Party as of the effective date of the Silica DP. If the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation, the Silica PI Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Injured Party would have otherwise been entitled. Further, the liquidated value of any Indirect Silica PI Trust Claim paid by the Silica PI Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Silica PI Trust Claim that might be subsequently asserted by the Direct Injured Party against the Silica PI Trust.

Any dispute between the Silica PI Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Injured Party shall be subject to the ADR procedures provided in Section 5.10 below and set forth in Attachment C hereto. If such dispute is not resolved by such ADR procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.6 below.

The Silica PI Trustee may develop and approve a separate proof of claim form for Indirect Silica PI Trust Claims. Indirect Silica PI Trust Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Silica PI Trustee, consistent with the provisions of this Section 5.6, which procedures (a) shall determine the validity, allowability and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the Silica PI Trust would have afforded the holders of the underlying valid Silica PI Trust Claims. Nothing in this Silica DP is intended to preclude a trust to which silica-related liabilities are channeled from asserting an Indirect Silica PI Trust Claim against the Silica PI Trust subject to the requirements set forth herein.

5.7 Evidentiary Requirements.

5.7(a) Medical Evidence.

5.7(a)(1) In General. All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10 years have elapsed between the date of first exposure to Silica or Silica-containing products and the diagnosis, or (ii) a history of the Injured Party's exposure sufficient to establish a 10-year

latency period. A finding by a physician that an Injured Party's disease is "consistent with" or "compatible with" elements of Silicosis shall be treated by the Silica PI Trust as a diagnosis.¹

5.7(a)(1)(A) Disease Levels I - III. All diagnoses of Mixed Dust Fibrosis (Foundry Worker's Lung disease), Simple Silicosis and Severe Silicosis (Disease Levels I-III) shall be based (i) in the case of an Injured Party who was living at the time the claim was filed, upon (A) a medical history, (B) a physical examination of the Injured Party by a board-certified doctor of pulmonology, internal medicine, or occupational medicine providing the diagnosis of mixed dust fibrosis or bilateral silicosis, as applicable, and (C) an x-ray reading by a certified B-reader or a board-certified doctor of radiology, pulmonology or occupational medicine or a CT scan read by a board-certified doctor of radiology, pulmonology or occupational medicine showing mixed dust fibrosis, silicosis or severe silicosis, or (ii) in the case of an Injured Party who was deceased at the time the claim was filed, upon (A) medical records documenting a physical examination of the Injured Party and (B) either (1) pathological evidence provided by board-certified pathologist of the silica-related disease or (2) either an x-ray reading by a NIOSH certified B-reader or a board-certified doctor of radiology, pulmonology or occupational medicine or a CT scan read by a board-certified board-certified doctor of radiology, pulmonology or occupational medicine showing mixed dust fibrosis, bilateral silicosis or severe silicosis. For claims in Disease Level I, Injured Parties must provide meaningful and credible evidence of an ILO of 1/0 or greater and both round opacities of type p, q, or r and irregular opacities of type s, t or u, involving all lung lobes as

¹ All diagnoses of Silicosis not based on pathology shall be presumed to be based on findings of bilateral Silicosis; however, the Silica PI Trust may refute such presumptions.

well as a work history consistent with a minimum of five years' exposure in a foundry setting to both respirable silica from refractory products and respirable iron oxide. For claims in Disease Level II, Injured Parties must provide meaningful and credible evidence of an ILO of 1/0 or greater and round opacities including, but not limited to, type p, q, or r involving, but not limited to, the upper lung lobes. For claims in Disease Level III, Injured Parties must provide meaningful and credible evidence of: (i) an ILO of 2/1 or greater and round opacities including, but not limited to, type p, q, or r involving, but not limited to, the upper lung lobes; (ii) an ILO of 1/0 or greater and round opacities including, but not limited to, type p, q, and r involving, but not limited to, the upper lobes, and pulmonary function testing which evidences impairment by $FVC \leq 65\%$, $FEV1 \leq 65\%$, $TLC \leq 65\%$ or $DLCOsb \leq 65\%$, all of which are applied to the predicted values; provided, however, if $FEV1 \leq 65\%$ is the only evidence of impairment, the ILO is 1/0 and the Injured Party has a smoking history, the diagnosis must include a finding that exposure was a significant contributing cause of the impairment, or (iii) a diagnosis of Simple Silicosis and evidence of death caused by silicosis (other than death caused by Lung Cancer) supported by a pathology report or a report by a board-certified doctor of pulmonology, internal medicine, or occupational medicine linking the death to silicosis.

5.7(a)(1)(B) Disease Levels IV - V. All diagnoses of Lung Cancer (Disease Level IV) shall be based upon (i) a diagnosis of underlying bilateral silicosis that meets the requirements of Section 5.7(a)(1)(A), (ii) (A) a diagnosis of primary lung cancer, by a board-certified doctor of pulmonology or internal medicine or occupational medicine or oncology, based upon a physical examination of the Injured Party, or if the Injured Party is deceased, a review of available medical records relating to the Injured Party's relevant medical

condition, (B) a medical history (including history of smoking), and (C) an x-ray with cytologic confirmation or, if the Injured Party is deceased, a pathology report by a board-certified pathologist indicating that the Injured Party had primary lung cancer, and (iii) medical documentation stating that the Injured Party's primary lung cancer was caused by exposure to silica. All diagnoses of Complicated Silicosis (Disease Level V) shall be based upon (i) a diagnosis of underlying bilateral silicosis that meets the requirements of Section 5.7(a)(1)(A), (ii) (A) a diagnosis of tuberculosis, coalescence of silicotic opacities (PMF or Honeycombing), by a board-certified doctor of pulmonology, or internal medicine or occupational medicine, or (B) a diagnosis of scleroderma or lupus by a board-certified doctor of rheumatology, or (C) a diagnosis of glomerulonephritis by a board-certified doctor of nephrology, or (D) a diagnosis of rheumatoid arthritis or mixed connective tissue disorder by a board-certified doctor of pulmonology, internal medicine, occupational medicine or rheumatology, and (iii) medical documentation stating that the Injured Party's complicating disease was caused by exposure to respirable silica and did not pre-exist the Injured Party's exposure to respirable silica. Any such diagnosis of a complicating disease shall be based upon (A) a medical history (including history of smoking), a physical examination of the Injured Party, or if the Injured Party is deceased, a review of available medical records relating to the Injured Party's relevant medical condition, and an x-ray, or (B) a pathology report by a board-certified pathologist indicating that the Injured Party had the complicating disease.

5.7(a)(2) Credibility of Medical Evidence. Before making any payment to a Claimant, the Silica PI Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards.

The Trust may accept or reject such evidence in her reasonable discretion and may accept alternative evidence that appears to be credible under the circumstances. Diagnosing physicians must be licensed and, when so provided in this Silica DP, board-certified, except that in appropriate circumstances, the Trust can accept diagnoses from family or other treating or diagnosing physicians who are not board certified so long as those circumstances support the credibility of the diagnosis. Meaningful and credible evidence of an ILO of 1/0 or greater may be provided by, but does not require, a report by a certified B-reader on the approved ILO form and may be provided by a clear finding of rounded opacities or nodules involving, but not limited to, both upper lung lobes by a board-certified doctor of radiology, pulmonology, occupational or internal medicine. Such a finding is equivalent to an ILO of 1/0 or greater. If the physician providing the diagnosis has reviewed the x-ray or CT scan, it should be presumed that the opacities are in the proper lung lobes to support the diagnosis, even if the x-ray reading fails to specify the lung lobes, so long as the x-ray reading finds bilateral rounded opacities. Nodules or nodular opacities are equivalent to rounded opacities, and an x-ray or CT scan reading showing nodules, nodular opacities or rounded opacities constitutes meaningful and credible evidence of rounded opacities of type p, q or r. The Silica PI Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. The Silica PI Trust may audit compliance of pulmonary function tests submitted in support of claims with the standards of the American Thoracic Society (“ATS Standards”), but pulmonary function tests relied on by a board-certified pulmonologist or occupational medicine physician in making a

diagnosis shall be presumed to have been conducted in compliance with ATS Standards. Medical evidence that is of a kind shown to have been received in evidence by a state or federal judge at trial, or a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the silica-related disease in question before a state or federal judge, is presumptively reliable, although the Silica PI Trust may seek to rebut the presumption. In light of deposition testimony given in *In re: Silica Products Liability Litigation*, Case No. MDL 1553 in the United States District Court for the Southern District of Texas, Corpus Christi Division, and Order No. 29 entered in that case (“Order No. 29”), the Silica PI Trustee shall adopt appropriate criteria so that claims are not allowed based on medical evidence or diagnoses which fail to meet recognized medical standards and may refuse to accept diagnoses or B-reader reports from any of the doctors whose diagnoses or reports were identified by Order No. 29 to have failed to meet such criteria, notwithstanding the credentials or qualifications of such doctors.

In addition, Claimants who otherwise meet the requirements of this Silica DP for payment of a Silica PI Trust Claim shall be paid irrespective of the results in any litigation at any time between the Claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system involving another defendant, other than any findings of fact, a verdict, or a judgment, may be introduced by either the Claimant or the Silica PI Trust in any proceeding conducted pursuant to Section 5.3(b).

5.7(b) Exposure Evidence.

5.7(b)(1) In General. To meet the presumptive Industry Exposure requirements, the Claimant must show Industry Exposure for all Disease Levels. To meet the product exposure requirements for alternative evidence of Industry Exposure or Occupational

Exposure, the Claimant must demonstrate credible evidence of exposure to silica-containing refractory products manufactured or distributed by Kaiser. Claims based on conspiracy theories that involve no product exposure or Industry Exposure are not compensable under this Silica DP.

5.7(b)(2) Credible Evidence. Credible evidence may be established by an affidavit of the Injured Party, by an affidavit of a co-worker or the affidavit of a family member in the case of a deceased Injured Party (providing the Silica PI Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, by annotated social security or union hall records or by other credible evidence. The affidavit of the Injured Party as to specific exposure to silica-containing refractory products manufactured or distributed by Kaiser must be accompanied by credible third-party affidavits, documents or other credible evidence. The Silica PI Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary and may rely on alternative evidence that the Trust determines to be reasonable credible and reliable..

5.8 Claims Audit Program. The Silica PI Trustee may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays, CT scans and verification of pulmonary function tests, as well as the reliability of evidence of Industry Exposure or Occupational Exposure to silica. The Silica PI Trust may retain one or more medical experts to review medical evidence and may require a mandatory review by such experts of all medical evidence submitted by Claimants with claims for Disease Level I or Dual Claims. In the event that the Silica PI Trust reasonably determines that any individual or entity has

engaged in a pattern or practice of providing unreliable medical evidence to the Silica PI Trust, it may decline to accept additional evidence from such provider in the future.

Further, in the event that an audit reveals that fraudulent information has been provided to the Silica PI Trust, the Silica PI Trust may penalize any Claimant or Claimant's attorney by disallowing the Silica PI Trust Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected Claimants' Silica PI Trust Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the Claimant or Claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

5.9 Second Disease (Malignancy) and Progressive Disease (Non-Malignant)

Claims. The holder of a Silica PI Trust Claim involving a non-malignant silica-related disease (Disease Levels I, II or III) may assert a new Silica PI Trust Claim against the Silica PI Trust for a malignant silica-related disease in a higher Disease Level (Disease Level IV) that is subsequently diagnosed. Any additional payments to which such Claimant may be entitled with respect to such malignant silica-related disease shall not be reduced by the amount paid for the non-malignant silica-related disease, provided that the malignant disease had not been diagnosed by the time the Injured Party was paid with respect to his or her original claim involving the non-malignant disease. The holder of a Silica PI Trust Claim involving a non-malignant silica-related disease (Disease Levels I, II or III) may assert a new Silica PI Trust Claim against the Silica PI Trust for a more severe non-malignant Silica-related disease (*i.e.* a higher non-malignant Disease Level) which occurs as the result of the progression of the non-malignant

condition, provided that the more severe disease had not been diagnosed by the time the Injured Party was paid with respect to his or her original claim. For example, the holder of a Type II claim could bring a subsequent Type III claim or a subsequent Type V claim or (unless the Type III claim was based on the death of the Injured Party) a subsequent Type III claim followed by a subsequent Type V claim. The allowed liquidated value of any prior non-malignant claim shall reduce the allowed liquidated value of any such subsequent non-malignant claim on a dollar-for-dollar basis. Any subsequent claim for a second disease or progressive disease shall be subject to the Silica DP in all respects.

5.10 Arbitration.

5.10(a) Establishment of ADR Procedures. The Silica PI Trustee, with the consent of the Silica TAC, shall institute binding and non-binding arbitration procedures in accordance with the Alternative Dispute Resolution (“ADR”) Procedures included in Attachment C hereto for resolving disputes concerning whether the Silica PI Trust’s outright rejection or denial of a claim was proper or whether the Injured Party’s medical condition or exposure history meets the requirements of this Silica DP for purposes of categorizing a claim involving Disease Levels I–V. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a claim involving Disease Levels I–V and disputes over the validity of an Indirect Silica PI Trust Claim.

In all arbitrations where relevant, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2) above. With respect to all claims eligible

for arbitration, the Claimant, but not the Silica PI Trust, may elect either non-binding or binding arbitration. The Arbitration Rules set forth in Attachment C hereto may be modified by the Silica PI Trustee with the consent of the Silica TAC. Such amendments may include adoption of mediation procedures.

5.10(b) Claims Eligible for Arbitration. In order to be eligible for arbitration, the Claimant must first submit a claim to the Silica PI Trust and complete the review process as well as mediation under the ADR Procedures with respect to the disputed issue. Review by the Silica PI Trust shall be treated as completed for these purposes when the claim has been individually reviewed by the Silica PI Trust and (i) the Silica PI Trust has made an offer on the claim, the Claimant has rejected the liquidated value offered, and the Claimant has notified the Silica PI Trust of the rejection in writing, or (ii) the Silica PI Trust has rejected the claim.

5.10(c) Limitations on and Payment of Arbitration Awards. The arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(a)(3) above. Arbitration awards shall be subject to the Payment Percentage at the time of the award, and a Claimant who submits to arbitration and who accepts the arbitral award shall receive payments in the same manner as one who accepts the Silica PI Trust's original valuation of the claim.

5.11 Litigation. Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to institute a lawsuit in the tort system against the Silica PI Trust pursuant to Section 7.6 below. However, a Claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Silica PI Trust's available cash only as provided in Section 7.7 below.

SECTION VI

Claims Materials

6.1 Claims Materials. The Silica PI Trust shall prepare suitable and efficient claims materials (“Claims Materials”) for all Silica PI Trust Claims, and shall provide such Claims Materials upon a written request for such materials to the Silica PI Trust. The proof of claim form to be submitted to the Silica PI Trust shall require the party filing the claim to assert the highest Disease Level for which the Injured Party qualifies at the time of filing. The proof of claim form shall also include a certification by the Injured Party or his or her representative or attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. A copy of the proof of claim form to be used by the Silica PI Trust for unliquidated Silica PI Trust Claims is included in Attachment D hereto. The proof of claim form may be changed by the Silica PI Trustee after consultation with the Silica TAC. In order to implement reviews of medical evidence in accordance with Section 5.7(a)(2), medical documentation submitted with each proof of claim form shall include as required information the names of the B-reader, if any, and diagnosing doctor, the diagnosis, and the name of the testing company, if any, that provided x-ray or spirometry testing services.

6.2 Content of Claims Materials. The Claims Materials shall include a copy of this Silica DP, such instructions as the Silica PI Trustee shall approve, and a detailed proof of claim form. If feasible, the forms used by the Silica PI Trust to obtain claims information shall be the same or substantially similar to those used by other Silica claims resolution organizations. Instead of collecting some or all of the claims information from the Claimant, the Silica PI Trust may also obtain such information from electronic data bases maintained by any other Silica

claims resolution organization. However, the Silica PI Trust shall inform the Claimant that it plans to obtain information as available from such other organizations and may do so unless the Claimant objects in writing or provides such information directly to the Silica PI Trust. The Silica PI Trust may arrange to accept claims information electronically and may modify the form of the proof of claim form for online access and claims submission. The Claimant may, but shall not be required to, provide the Silica PI Trust with evidence of recovery from other Silica defendants and claims resolution organizations.

6.3 Withdrawal or Deferral of Claims. A Claimant can withdraw a Silica PI Trust Claim at any time upon written notice to the Silica PI Trust and file another such claim subsequently without affecting the status of the claim for statute of limitation purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A Claimant can also request that the processing of his or her Silica PI Trust Claim by the Silica PI Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitation purposes, in which case the Claimant shall also retain his or her original place in the FIFO Processing Queue. In the event a Claimant fails to accept, reject or initiate arbitration within 180 days after the Silica PI Trust's offer of payment or rejection of a claim, the Trustee will have the right to provide written notice that the claim will be deemed to have been withdrawn if the Claimant fails to take any of such actions within a time period, not less than 180 days from the date of the notice, specified in a written notice to the Claimant. No such notice may be given by the Trustee with respect to Silica PI Trust Claims held by representatives of deceased or incompetent Claimants for which court or probate approval of the Silica PI Trust's offer is required and has not yet been obtained, or a Silica PI Trust Claim for which deferral status has been granted and is still in effect. Upon

written request and good cause, the Silica PI Trust may extend any deferral or withdrawal period or the period following written notice within which a Claimant is required to act, and such extension may be for such period as the Trustee shall approve.

6.4 Filing Requirements and Fees. There shall be a filing fee of \$100 per claim payable to the Silica PI Trust for all Type 1 Claims and a filing fee of \$200 per claim payable to the Silica PI Trust for all Type 2 Claims, other than Type 1 or Type 2 Claims for which a timely proof of claim form was filed in the Reorganization Case. All filing fees will be refunded upon allowance of the claim and may be waived by the Silica PI Trustee on request by a Claimant if the Claimant provides proof that the Claimant filed a prior claim with a filing fee for silica-related disease arising from exposure to refractory products against another settlement trust created to deal with silica claims against another defendant and such claim was allowed.

6.5 Confidentiality. Submissions to the Silica PI Trust with respect to Silica PI Trust Claims, including the proof of claim form and all personal, medical, employment and other information submitted by a Claimant or a Claimant's attorney or representative in connection therewith or pursuant thereto or in connection with the claim process, shall be deemed to be part of a settlement discussion and be kept confidential by the Silica PI Trust, its agents and representatives and shall not be admissible or discoverable in any court proceeding not directly related to the allowance or disallowance under this Silica DP of the Silica PI Trust Claim to which such submissions relate.

SECTION VII

General Guidelines for Liquidating and Paying Claims

7.1 Showing Required. To establish a valid Silica PI Trust Claim, a Claimant must meet the requirements set forth in this Silica DP. The Silica PI Trust may require the submission of x-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the claim, and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable.

7.2 Costs Considered. Notwithstanding any provisions of this Silica DP to the contrary, the Silica PI Trustee shall always give appropriate consideration to the cost of investigating and uncovering invalid Silica PI Trust Claims so that the payment of valid Silica PI Trust Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting a Silica PI Trust Claim. The Silica PI Trustee shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Silica PI Trust so that valid Silica PI Trust Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Silica PI Trustee, in appropriate circumstances, from contesting the validity of any claim against the Silica PI Trust whatever the costs, or to decline to accept medical evidence from sources that the Silica PI Trustee has determined to be unreliable, including without limitation, pursuant to the Claims Audit Program described in Section 5.8 above.

7.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity. Consistent with the provisions hereof, the Silica PI Trustee shall proceed as quickly

as possible to liquidate valid Silica PI Trust Claims, and shall make payments to holders of such claims in accordance with this Silica DP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future allowed claims in substantially the same manner.

Because the Silica PI Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, payments may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to Claimants. However, the Silica PI Trustee shall use its best efforts to treat similar claims in substantially the same manner, consistent with its duties as Silica PI Trustee, the purposes of the Silica PI Trust, and the practical limitations imposed by the inability to predict the future with precision. In the event that the Silica PI Trust faces temporary periods of limited liquidity, the Silica PI Trustee may pay in installments or suspend the normal order of payment and may temporarily limit or suspend payments, or a portion thereof, altogether.

7.4 Punitive Damages. Except as provided below for claims asserted under the Alabama Wrongful Death Statute, in determining the value of any liquidated or unliquidated Silica PI Trust Claim, punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system. Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the Silica PI Trust in the tort system pursuant to Sections 5.11 above and 7.6 below. The only damages that may be awarded pursuant to this Silica DP to Alabaman Injured Parties who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the State of Texas, without regard to its choice of law principles. The choice of

law provision in Section 8.3 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 7.6 is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Silica PI Trust and the Injured Party including, but not limited to, suits in the tort system pursuant to Section 7.6, and to the extent the Silica PI Trust seeks recovery from any entity that provided insurance to Kaiser, the Alabama Wrongful Death Statute shall govern.

7.5 Interest. No interest shall be paid by the Silica PI Trust on Silica PI Trust Claims.

7.6 Suits in the Tort System. If the Claimant disagrees with the Silica PI Trust's determination regarding the Disease Level of the claim, the Injured Party's exposure history or the liquidated value of the claim, and if the Claimant has first submitted the claim to non-binding arbitration as provided in Section 5.10 above, the Claimant may file a lawsuit in the Claimant's Jurisdiction. The "Claimant's Jurisdiction" is the jurisdiction in which a claim was filed by the Claimant or the Injured Party (if at all) against Kaiser in the tort system prior to the Petition Date. If a claim was not filed against Kaiser in the tort system prior to the Petition Date, the Claimant may elect as the Claimant's Jurisdiction either (i) the jurisdiction in which the Injured Party resides at the time of diagnosis or when the claim is filed with the Silica PI Trust; or (ii) a jurisdiction in which the Injured Party experienced exposure to a silica-containing product for which Kaiser has legal responsibility. With respect to the "Claimant's Jurisdiction" in the event a personal representative or authorized agent makes a claim under the Silica DP for wrongful death with respect to which the governing law of the Claimant's Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant's Jurisdiction for such claim shall be the

State of Texas, and such Claimant's damages shall be determined pursuant to the statutory and common laws of the State of Texas without regard to its choice of law principles. The choice of law provision in Section 7.4 above applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Silica PI Trust and the Claimant, and, to the extent the Silica PI Trust seeks recovery from any entity that provided insurance coverage to Kaiser, the Alabama Wrongful Death Statute shall govern.

Any such lawsuit must be filed by the Claimant in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Silica PI Trust, all defenses which could have been asserted by Kaiser) shall be available to both sides at trial; however, the Silica PI Trust may waive any defense and/or concede any issue of fact or law. If the Injured Party was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim was filed with the Silica PI Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the Injured Party has died during the pendency of the claim.

7.7 Payment of Judgments for Money Damages. If and when a Claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the Claimant shall receive from the Silica PI Trust an initial payment (subject to the applicable Payment Percentage) of an amount equal to one-hundred percent (100%) of the greater of (i) the Silica PI Trust's last offer to the Claimant or (ii) the award that the Claimant declined in non-binding arbitration. The Claimant shall receive the balance of the judgment, if any, in five equal installments, without interest, in years six (6)

through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage).

7.8 Releases. The Silica PI Trustee shall have the discretion to determine the form and substance of the releases to be provided to the Silica PI Trust in order to maximize recovery for Claimant against other tortfeasors without increasing the risk or amount of claims for indemnification or contribution from the Silica PI Trust. As a condition to making any payment to a Claimant, the Silica PI Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a Claimant shall constitute such a release.

7.9 Third-Party Services. Nothing in this Silica DP shall preclude the Silica PI Trust from contracting with another Silica claims resolution organization to provide services to the Silica PI Trust so long as decisions about the categorization and liquidated value of Silica PI Trust Claims are based on the relevant provisions of this Silica DP, including the Disease Levels, Scheduled Values, Maximum Values, and Medical Criteria, Industry Exposure and Occupational Exposure criteria set forth herein.

7.10 Silica PI Trust Disclosure of Information. Periodically, but not less often than once a year, by notice filed with the Bankruptcy Court, and subject to the confidentiality requirements of Section 6.5, the Silica PI Trust shall make available to Claimants and other interested parties, the number of claims by Disease Levels that have been resolved by the claims review process, by arbitration and by litigation in the tort system.

SECTION VIII

Miscellaneous

8.1 Amendments. Except as otherwise provided herein, the Silica PI Trustee may amend, modify, delete, or add to any provisions of this Silica DP (including, without limitation, amendments to conform this Silica DP to advances in scientific or medical knowledge or other changes in circumstances); provided, however, if the purpose of the amendment is to reduce the Payment Percentage as provided by Section 4.2 above, the Silica PI Trustee must first obtain the consent of the Silica TAC pursuant to the Consent Process set forth in Section 6.7(b) of the Silica PI Trust Agreement.

8.2 Severability. Should any provision contained in this Silica DP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Silica DP. Should any provision contained in this Silica DP be determined to be inconsistent with or contrary to Kaiser's obligations to any insurance company providing insurance coverage to Kaiser in respect of claims for personal injury based on exposure to silica-containing products manufactured or produced by Kaiser, the Silica PI Trustee with the consent of the Silica TAC, may amend this Silica DP and/or the Silica PI Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of Kaiser to said insurance company.

8.3 Governing Law. Except for purposes of determining the liquidated value of any Silica PI Trust Claim, administration of this Silica DP shall be governed by, and construed in accordance with, the laws of the State of Texas. The law governing the liquidation of Silica PI

Trust Claims in the case of the claims review process, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 7.6 above.

ATTACHMENT A TO
KAISER ALUMINUM CORPORATION
KAISER ALUMINUM & CHEMICAL CORPORATION
FOURTH AMENDED AND RESTATED
SILICA DISTRIBUTION PROCEDURES

Industry Codes Table

- A. Primary Steel and Iron Manufacturing
- B. Aluminum Manufacturing
- C. Cement Plants
- D. Ferrous and Non-Ferrous Foundries
- E. Furnace Manufacturers and Contractors
- F. Glass and Ceramics Plants
- G. Copper Smelting

ATTACHMENT B TO
KAISER ALUMINUM CORPORATION
KAISER ALUMINUM & CHEMICAL CORPORATION
FOURTH AMENDED AND RESTATED
SILICA DISTRIBUTION PROCEDURES

<u>Occupation Codes Table</u>	
<ol style="list-style-type: none"> 1. Brickmasons (including bricklayers and brickhackers) 2. Refractory materials repairers and helpers (construction and maintenance of ladles, furnaces & kilns) 3. Furnace tenders 4. Millwrights 5. Boiler room workers (operators and maintenance) 6. Molders and Casters 7. Coremakers 8. Pourers 	<ol style="list-style-type: none"> 9. Ladle liners 10. Pattern makers 11. Equipment operators (transport of refractory products) 12. Material handlers (refractory products) 13. Laborers, general maintenance and custodial staff (working in proximity of refractory products) 14. Supervisors of any of the above 15. Sandblasters 16. Laborers, general maintenance and custodial staff working in proximity to sandblasting operations

ATTACHMENT C TO
KAISER ALUMINUM CORPORATION
KAISER ALUMINUM & CHEMICAL CORPORATION
FOURTH AMENDED AND RESTATED
SILICA DISTRIBUTION PROCEDURES
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

Pursuant to the Kaiser Aluminum & Chemical Corporation Fourth Amended and Restated Silica Distribution Procedures (the “Silica DP”), the Kaiser Aluminum & Chemical Corporation Silica Personal Injury Trust (the “Silica PI Trust”) hereby establishes the following Alternative Dispute Resolution (“ADR”) Procedures to resolve all Silica Personal Injury Claims, as that term is defined in the Joint Plan of Reorganization of Kaiser Aluminum Corporation, Kaiser Aluminum & Chemical Corporation and Certain of their Debtor Affiliates filed pursuant to section 1121(a) of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and confirmed by an order of the Bankruptcy Court for the District of Delaware in Jointly Administered Case No. 02-10429 (JFK) (the “Plan”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Silica DP and Article I of the Plan.

I. OVERVIEW

To initiate the ADR procedures, the claimant must make a written request to the Silica PI Trust. Within twenty (20) days of a claimant's request for ADR, the Silica PI Trust will send the claimant an ADR packet containing the documents necessary to pursue the ADR process. These ADR procedures shall not be construed as imparting to any claimant any substantive or procedural rights beyond those conferred by the Silica DP.

The ADR process available to the claimant includes both nonbinding and binding elements. These ADR procedures must be pursued by claimants on an individual basis. As a general matter, claims of different claimants cannot be grouped together even if the claimants are represented by the same counsel, unless the Silica PI Trust, in its sole discretion, decides it would be expeditious to conduct ADR proceedings with respect to more than one claim involving different claimants with those claimants' representative. The claimants' positions in the Silica PI Trust's FIFO Processing and Payment Queues must be separately maintained. The requisite steps in the ADR process are as follows, in order:

Mandatory ADR Proceedings

Stage One: Mediation (Nonbinding)

Stage Two: Arbitration (Binding or Nonbinding)

Initiation of ADR

Within twenty (20) days of a claimant's request for ADR, the Silica PI Trust will send the claimant an ADR packet containing a copy of these procedures and the following:

1. A Summary Outline of the ADR procedures with the time limits identified;
2. Form Affidavit of Completeness;
3. Request for Mediation Form;
4. Election Form and Agreement to submit to Binding Arbitration; and
5. Election Form and Agreement to submit to Nonbinding Arbitration.

A claimant who wishes to proceed through the ADR process must engage in mediation before any form of arbitration. Only after either party rejects a nonbinding arbitration award may a claimant commence a lawsuit in the tort system. It is the claimant's responsibility to comply with the ADR time deadlines. 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 disallowance of the Silica Personal Injury Claim. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the Silica PI Trust shall send the claimant written notice of the failure to comply. If the claimant does not take any action, then thirty (30) days thereafter, the Silica Personal Injury Claim will be disallowed and deemed withdrawn from the Silica PI Trust.

If the claimant requests arbitration, either binding or nonbinding, the Silica PI Trust shall execute the appropriate election form and agreement. If both parties agree to binding arbitration, then the claimant and the Silica PI Trust waive their respective rights to commence a lawsuit in the tort system.

If either party rejects a nonbinding arbitration award, and the claimant has otherwise complied with the requirements of these ADR procedures and the Silica PI Trust, then the claimant may commence a lawsuit against the Silica PI Trust in the claimant's jurisdiction.

II. ADR PROCEEDINGS SUMMARY

As fully set forth in the Silica DP, in order to establish a valid Silica Personal Injury Claim, a claimant must provide a diagnosis of silica-related disease and required medical records and credible evidence of Product Exposure, Industry Exposure and, if applicable, Occupational Exposure (for Type 2 Individual Review).

RULES GOVERNING MEDIATION

A. Election Required

Within thirty (30) days of a claimant's receipt of the ADR packet from the Silica PI Trust, the claimant must elect one of the two ADR procedures and return the appropriate form to the Silica PI Trust along with an executed Affidavit of Completeness.

1. Election

For mediation, the claimant shall submit to the Silica PI Trust a signed Request for Mediation Form along with an executed Affidavit of Completeness within thirty (30) days of claimant's receipt of the ADR packet.

2. Selection of Mediator

Within twenty (20) days of the Silica PI Trust's receipt of the signed Request for Mediation Form, the Silica PI Trust shall furnish a list of mediators to the claimant who may select any mediator thereon. If Claimant does not return a written selection within fifteen (15) days thereafter, the Silica PI Trustee shall select the mediator. The mediation will be conducted by telephone conference within sixty (60) days of receipt of the selection of the mediator, unless the parties agree otherwise. Scheduling of the conference shall be coordinated with the mediator, and the conferences shall take place in the order received by the mediator, to the extent practicable.

3. Submission of Materials to Mediator

At least five (5) business days prior to the mediation conference, the claimant and the Silica PI Trust shall each submit to the mediator mediation statements consisting of a confidential statement outlining the claimant's medical and

exposure information. The parties may also submit to the mediator documents and medical reports that they believe are relevant to the Silica Personal Injury Claim. The mediator shall review the Silica Personal Injury Claim and the positions of the parties and the other information that the parties submit prior to the mediation conference. The mediation statements shall comply with the following rules:

- a. The statement should not exceed ten (10) double-spaced typewritten pages exclusive of attachments.
- b. The statement may not introduce factual matter not contained in the documents in the Silica PI Trust's file as certified by the Affidavit of Completeness.

4. Mediation Conference

Any party may be represented by legal counsel at the mediation conference. The mediator shall confer with the parties' legal representatives and, if the claimant is present and consents, with the claimant. A representative of the Silica PI Trust with settlement authority must participate in the conference. The mediator may request, but not require, that the claimant personally participate in the conference.

5. Negotiations at the Mediation Conference

The mediator may facilitate settlement in any manner the mediator believes is appropriate. The mediator will help the parties focus on their underlying interests, explore resolution alternatives, and develop settlement options. The mediator will decide when to hold joint conferences and when to confer separately with each party. The parties are expected to initiate and convey to the mediator proposals for settlement. Each party shall provide a rationale for any settlement terms proposed. Finally, if the parties fail to develop mutually acceptable settlement terms, before terminating the procedure, and only with the consent of the parties, (a) the mediator may submit to the parties a final settlement proposal, and (b) if the mediator believes he/she is qualified to do so, the mediator may give the parties an evaluation (which if all parties choose, and the mediator agrees, may be in writing) of the likely outcome of the case if it were tried to final judgment, subject to any limitations under the Plan and the Silica DP.

6. Confidentiality of Mediation

The entire mediation process is confidential. Unless agreed among all the parties or required to do so by law, the parties and the mediator shall not disclose to any person who is not associated with participants in the process, including any judicial officer, any information regarding the process (including pre-process exchanges and agreements), contents (including written and oral information), settlement terms, or outcome of the proceeding.

Under this procedure, the entire process is a compromise negotiation subject to Federal Rule of Evidence 408 and all state counterparts, together with any applicable statute protecting the confidentiality of mediation. All offers, promises, conduct, and statements, whether oral or written, made in the course of the proceeding by any of the parties, their agents, employees, experts, and attorneys and by the mediator are confidential. Such offers, promises, conduct and statements are privileged under any applicable mediation privilege and are inadmissible and not discoverable for any purpose, including impeachment, in litigation between the parties. However, any written or oral information or other materials submitted to the mediator by either the Silica PI Trust or the claimant may be submitted by either party to the arbitrator in an arbitration that takes place under these ADR procedures. In addition, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or nondiscoverable solely as a result of its presentation or use during the mediation.

The exchange of any tangible material shall be without prejudice to any party that such material is privileged or protected as work product within the meaning of Federal Rule of Civil Procedure 26 and all state counterparts. The mediator and any documents and information in the mediator's possession will not be subpoenaed in any investigation, action or proceeding, and all parties will oppose any effort to have the mediator or documents subpoenaed. The mediator will promptly advise the parties of any attempt to compel him/her to divulge information received in mediation.

7. Submission of Written Offers After Mediation

At the conclusion of the mediation, the mediator shall require the parties to exchange written settlement offers that shall remain open for ten (10) days. If after the expiration of that ten (10) day period neither party accepts the other's written offer or the parties do not otherwise settle the matter, then the claimant may request binding or nonbinding arbitration by sending to the Silica PI Trust the appropriate signed Election Form and Agreement for either Binding or Nonbinding Arbitration.

8. Mediation

The mediation process will require the submission of detailed mediation statements to familiarize the mediator with the respective positions. The Silica PI Trust shall establish and maintain a list of qualified mediators and furnish the list to the claimant who may select any mediator thereon within fifteen (15) days. If claimant fails to timely select a mediator, the Silica PI Trustee shall make the selection.

Silica Personal Injury Claims shall be handled by each mediator in the order received by him or her, to the extent practicable. Any party may be represented by legal counsel. The mediator shall review the Silica Personal Injury Claim and the positions of the parties, such information as the parties may wish to submit as to a fair and equitable settlement, and all documents and medical reports relevant to the Silica Personal Injury Claim as submitted by the parties. At least five (5) business days prior to the mediation conference, claimant and the Silica PI Trust shall each submit to the mediator a mediation statement consisting of a confidential statement outlining the claimant's Medical and Product Exposure, Industry Exposure and Occupational Exposure Criteria (as defined in the Silica DP) and each party's detailed position on the appropriate liquidated value. The mediator shall confer with the parties and/or their legal representatives, individually and jointly. Such conference shall be conducted by telephone unless both parties agree otherwise. A representative of the Silica PI Trust with settlement authority must participate in the conference. The mediator may request, but not require, that the claimant personally participate in the conference. Such conference shall be in the nature of a settlement conference. The mediator shall work with both sides toward reaching an acceptable, reasonable settlement. The mediator does not have the authority to impose a settlement on the parties. Ten (10) days after the conclusion of the mediation, if the parties have not settled the matter, the claimant may submit to the Silica PI Trust an Election Form and Agreement for Binding or Nonbinding Arbitration.

C. Binding and Nonbinding Arbitration Procedures

Upon completion of mediation, the claimant may request nonbinding and/or binding arbitration. If the Silica PI Trust Claim is arbitrated in either the binding or nonbinding format, then for a Type 1 Individual Review Claim, the arbitrator shall return an award no greater than the Scheduled Value set forth in the Silica DP, and for a Type 2 Individual Review Claim, the arbitrator shall return an award no greater than the Maximum Value set forth in the Silica DP. The Silica PI Trustee may implement additional rules for binding or non-binding arbitration, including adoption of so-called "baseball" or "night baseball"

procedures for reaching an award. Such rules must be provided to a claimant prior to the commencement of arbitration proceedings with the claimant.

If the claimant requests arbitration, either binding or nonbinding, then the Silica PI Trust shall execute the appropriate Election Form and Agreement. The Silica PI Trust may not decline the claimant's election of either binding or nonbinding arbitration, but reserves all rights to reject any award in a nonbinding arbitration proceeding. If the parties agree to engage in binding arbitration, then the claimant and the Silica PI Trust waive their respective rights to commence a lawsuit in the tort system.

RULES GOVERNING NON-BINDING AND BINDING ARBITRATION

Election by the Claimant

The Silica PI Trust shall review the Election Form and Agreement for Binding or Nonbinding Arbitration and immediately begin processing the election.

B. Selection of the Arbitrator

1. As soon as reasonably possible after the receipt of the signed Arbitration Agreement, but no more than twenty (20) days after the receipt of the signed Arbitration Agreement, the Silica Trustee shall select the arbitrator. The Silica PI Trustee shall promptly notify the arbitrator and the parties of the arbitrator's selection. If a potential arbitrator is unable or unwilling to serve, then a replacement selection will be made by the Silica PI Trustee.
2. Any appointed arbitrator shall disclose to the parties 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 objection of a party to the continued service, the Silica PI Trustee shall determine whether the arbitrator should be disqualified and shall inform the parties of the decision, which shall be final.

C 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 Silica PI Trust will provide the arbitrator with the Medical and Product Exposure, Industry Exposure and Occupational Exposure Criteria and Scheduled and Maximum Values.

D. Initial Pre-Hearing Conference, Scheduling Hearing Date, Optional Video Conference for Arbitration Hearing

1. Within twenty (20) calendar days of the receipt of both parties' statements, the Silica PI Trust shall contact the claimant and the arbitrators 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 Silica PI Trust will mail a confirmation notice of this date to the claimant and the arbitrator.
3. At the election of the claimant, the arbitration hearing may be conducted by videoconference. If the claimant so elects, then the claimant must state that election in writing prior to the initial pre-hearing conference. The Silica PI Trust shall pay for its and the arbitrator's cost for use of videoconference equipment and facilities. The claimant shall only be responsible for his/her costs (including participation by claimant's counsel).
4. During the initial pretrial 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. whether the claimant will appear at the hearing (at the claimant's sole discretion);

- c. any legal issues; and
- d. any other matters that will expedite the arbitration proceedings.

E. 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 Silica PI Trust and the claimant based only on the documents that have been previously submitted to the Silica PI Trust by the claimant and upon the documents relied upon by the Silica PI Trust to make a settlement offer to the claimant or to disallow the Silica Personal Injury Claim. Except, however, if the Silica PI Trust commissions an independent medical examination or a third-party medical review upon which the Silica PI Trust relies in evaluating the claimant's Silica Personal Injury 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 Silica 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, 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 Silica PI Trust prior to the execution of the Affidavit of Completeness;
- ii. nonbinding or binding arbitration election agreement;
- iii. testimony of the claimant;
- iv. any additional deposition testimony taken by the Silica 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 Silica 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. Arbitration in the Absence of a Party or Representative

The claimant may choose whether or not to attend the arbitration in person in his/her sole discretion. The arbitration may proceed in the absence of any party or representative who, after due notice, chooses not to be present, fails to be present, or fails to obtain a postponement if he/she desires to be present but cannot. An award shall not be made against a party solely for the failure to appear. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award.

L. 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.

M. Option to Waive Oral Hearings

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

N. Arbitration Decision

1. 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, the arbitrator shall issue a decision and shall transmit the decision to the Silica PI Trust, the claimant and, if applicable, the claimant's counsel..
2. The decision shall state only 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, and attorneys' fees, prejudgment and post-judgment interest and costs shall not be sought or allowed.

O. Payment of Award

Pursuant to the terms of the arbitration agreement, the Silica PI Trust will promptly send to the claimant the appropriate release. Upon receipt of the signed release, the Silica PI Trust will then pay the Silica Personal Injury Claim based upon the binding or, if accepted by both parties, the nonbinding award, in accordance with the Silica DP provisions in effect at that time.

P. Rejection of Nonbinding Award

1. A party in a nonbinding arbitration proceeding that wishes to reject the award must notify the other party in writing within thirty (30) days from the date a nonbinding award is issued. If no rejection is received or sent by the Silica PI Trust, then the decision will stand and the award will be deemed accepted by both parties and the Silica PI Trust will promptly send to the claimant the appropriate release. Upon receipt of the signed release, the Silica PI Trust will then pay the Silica Personal Injury Claim in accordance with the Silica DP in effect at that time.

2. Procedure for Rejected Award

a. Rejection by Claimant

b.

If the claimant provides the Silica PI Trust timely written notification of rejection of a nonbinding award, then the Silica PI Trust will within fifteen (15) days of receipt of this notification send the claimant an authorization to commence litigation.

b. Rejection by Silica PI Trust

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

GENERAL ADR PROCEDURES GOVERNING MEDIATION, NONBINDING ARBITRATION, AND BINDING ARBITRATION

ADR Submissions

The claimant's submissions (with the exception of the binding arbitration's written argument) will be reviewed by the Silica PI Trust before they are submitted to the mediator or arbitrator. If they contain materials not previously submitted in support of the Silica Personal Injury Claim, then the Silica PI Trust will review the additional information and determine the effect, if any, it would have on the Silica PI Trust's evaluation of the Silica Personal Injury 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.

No Grouping or Bundling of Silica Personal Injury Claims

As a general matter, there shall be no grouping or bundling of Silica Personal Injury Claims at any stage of the ADR even if the Silica Personal Injury Claims are related and/or the claimants have the same counsel. Each claimant must proceed individually through the ADR and arbitration processes with all Silica Personal Injury Claims that claimant may have or may represent. However, the Silica PI Trust, in its sole discretion, may decide that it would be expeditious to allow the conduct of arbitration proceedings with respect to more than one Silica Personal Injury Claim of different persons, provided that the arbitrator individually evaluates each Silica Personal Injury Claim in accordance with section 5.5 of the Silica DP, and provided that the respective claimants' separate positions in the Silica PI Trust's FIFO Processing and Payment Queues are maintained.

C. No Ex Parte Communication

There shall be no ex parte communication between the arbitrator and any counsel or party in any matter.

D. Silica Personal Injury Claims and Defenses

All available defenses that exist under the law subject to the Silica DP shall be available to both sides.

E. Costs of ADR

1. ADR Expenses

The Silica PI Trust and claimants will split equally on a 50/50 basis the mediator's fee and arbitrator's fee for nonbinding or binding arbitration, as well as the costs of meeting and hearing facilities for mediation or arbitration. The Silica PI Trust will pay its own costs and attorneys fees. Claimants will pay their own costs and attorney fees including any expenses incurred should the claimant testify.

2. Filing Fee

There shall be a filing fee payable to the Silica PI Trust by the claimant in the amount of \$500 for any ADR selection. The filing fee may be adjusted, waived or reinstated from time to time by the Silica PI Trust if the Silica PI Trustee determines that an adjustment, waiver or reinstatement would be in the best interests of the Silica PI Trust and its beneficiaries.

F. Waiver of Objection to Rules Infraction

Either party who continues with the mediation, nonbinding 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 Silica PI Trust, to the arbitrator or mediator. A timely objection by the Silica PI Trust will be mailed to the claimant and to the arbitrator or mediator.

G. 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 addressed 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.

H. 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 sent.

I. Exclusion of Liability

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

J. Relationship of Rules to Election Form for 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 and shall be binding on all parties.

K. Arbitrator Immunity

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

L. Jurisdiction

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

M. Statement of Confidentiality

1. All ADR 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 Silica PI Trust's obligation to report to the Bankruptcy Court and to provide ongoing evaluation by the Silica PI Trust and Silica TAC. Except for documents prepared by a nonparty that 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 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 or the nature or amount of the award. An award in binding arbitration may be used for purposes of showing accord and satisfaction or res judicata. A binding arbitration award shall be admissible in support of a motion to enjoin or seek a dismissal of subsequent litigation by the claimant seeking recovery on the Silica Personal Injury Claim. 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.

N. Amendments

Except as otherwise ruled by the Bankruptcy Court, these rules, as they may from time to time be amended by the Silica PI Trustee, will be binding on all parties in the form in which they are in force on the date the claimant signs the election agreement.

O. 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 proceeding. Any request for extension,

however, shall first be made to the opposing party and then, if the parties cannot agree, shall be jointly submitted to the mediator or arbitrator as the case may be for a ruling.

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 disallowance of the Silica Personal Injury Claim. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the Silica PI Trust shall send the claimant written notice of the failure to comply. If the claimant does not take any action on the Silica Personal Injury Claim, then thirty (30) days thereafter the Silica Personal Injury Claim will be deemed withdrawn.

STATE OF _____)

)

COUNTY OF _____)

AFFIDAVIT OF COMPLETENESS

I, _____, as the person [or legal representative of the person] who has filed a Silica Personal Injury Claim against the Kaiser Aluminum & Chemical Corporation Silica PI Trust, being duly sworn, depose and say:

I have furnished all information that I wish to be considered in the valuation of Silica Personal Injury Claim Number _____.

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

By: _____
Claimant or Legal Representative of
Claimant

Date: _____

Sworn to before me this ___ day of _____, 20__.

Notary Public

[SEAL]

ATTACHMENT D TO
KAISER ALUMINUM CORPORATION
KAISER ALUMINUM & CHEMICAL CORPORATION
FOURTH AMENDED AND RESTATED
SILICA DISTRIBUTION PROCEDURES

CLAIM FORM

Law Firm Code:

Submit completed claims to:

Kaiser Aluminum & Chemical Corporation Silica PI Trust
P. O. Box 1299
Greenville, Texas 75403-1299
kstssubmit@trustservices.org
www.kaisersilicatrust.com

Attorney/Contact Code:

KAISER ALUMINUM & CHEMICAL CORPORATION SILICA PI TRUST
CLAIM FORM

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 for any item, please attach additional sheets (*include Claimant's name and Social Security number at the top of each additional sheet submitted*). Please check the box and submit each of the following with this Claim Form that is applicable to this claim:

- Diagnosis of silica-related disease and required Medical Records
- Proof of Industry Exposure (credible third-party evidence such as social security records—see the Silica Distribution Procedures for details)
- Supporting materials for claims seeking Individual Review for enhanced claim valuation (Type 2 Claims)
- Death Certificate (if applicable)
- Letters Testamentary or estate documentation pursuant to applicable law or Certificate of Official Capacity (if Claimant Representative is filing form) or Attorney Certification and Warranty of Claimant Representative's Authority executed below
- Filing Fee (waived for claims for which a timely proof of claim was filed in the Kaiser Aluminum and Chemical Corporation bankruptcy case)

Representation by Counsel

If Claimant or Claimant Representative is represented by counsel, please provide the Law Firm Code and Attorney/Contact Code above. If the Law Firm has not registered with the Trust, please contact the Trust to register at the address for submission of claims above.

Part 1: Type of Claim

Please choose the applicable type of claim (choose only one):

- Type 1 (Expedited Review) Claim
- Type 2 (Individual Review) Claim

NOTE: All claims will be considered for the type of claim category that is supported by the evidence submitted, regardless of which blank is checked.

Part 2: Injured Party/Claimant Information

NOTE: As used in this Claim Form, the “Claimant” is the person filing the Claim Form directly or through a licensed attorney. The Claimant may be the “Injured Party” who is the person with a silica-related disease from occupational or secondary exposure, or a “Claimant Representative” who is the representative of the Injured Party or the Injured Party’s estate or heirs.

A Injured Party’s Full Name: _____
Street Address: _____ City: _____
State: _____ Country: _____ Zip: _____
SSN: _____ Daytime Phone: (____) _____
Date of Birth: ___/___/___ If deceased, Date of Death ___/___/___

B. If the Claim is being filed by a Claimant Representative, other than the licensed attorney submitting this claim form, provide the following for the Claimant Representative:

1. Full Name: _____
Street Address: _____ City: _____
State: _____ Country: _____ Zip: _____
Daytime Phone: (____) _____

2. Claimant Representative’s Capacity (**choose one**):

<input type="checkbox"/> Executor / Administrator / Trustee	<input type="checkbox"/> Guardian
<input type="checkbox"/> Attorney-In-Fact	<input type="checkbox"/> Other (specify): _____

Part 3: Diagnosed Silica-Related Injuries

Indicate the highest level (most serious) silica-related disease that has been diagnosed for the Injured Party and for which medical documentation is submitted with this Claim Form.

√	Disease Level	Disease Description	Date of Diagnosis mm/dd/yyyy
	I	Mixed Dust Fibrosis (Foundry Workers' Lung Disease)	___/___/____
	II	Simple Silicosis	___/___/____
	III	Severe Silicosis	___/___/____
	IV	Lung Cancer	___/___/____
	V	Complicated Silicosis	___/___/____

The claim must meet the relevant criteria and be supported by appropriate documentation and credible evidence as described in the Silica Distribution Procedures. **All claims will be considered for the highest disease category that is supported by the evidence submitted, regardless of which disease is checked.** A summary of the presumptive Medical Criteria for the five Disease Levels set forth above is set forth in the Instructions to this Claim Form, but in the event of any inconsistency between such summary and the provisions of the Silica Distribution Procedures, the provisions of the Silica Distribution Procedures shall control.

Part 4: Litigation

Has a lawsuit ever been filed by or on behalf of the Injured Party or the Claimant against any party claiming an injury related to the Injured Party's exposure to silica-containing materials?

Yes

No

Provide the following information for each such lawsuit. If more space is needed, please photocopy this page, and insert after current page (*include Claimant name and Social Security number at the top of each additional sheet submitted*).

1. Two-letter abbreviation of the state in which the suit was originally filed: [____]
Plaintiff(s) name: _____
Case (or Docket) Number: _____
Date on which the suit was originally filed: _____
Status of suit: _____
2. Two-letter abbreviation of the state in which the suit was originally filed: [____]
Plaintiff(s) name: _____
Case (or Docket) Number: _____
Date on which the suit was originally filed: _____
Status of suit: _____
3. Two-letter abbreviation of the state in which the suit was originally filed: [____]
Plaintiff(s) name: _____
Case (or Docket) Number: _____
Date on which the suit was originally filed: _____
Status of suit: _____
4. Two-letter abbreviation of the state in which the suit was originally filed: [____]
Plaintiff(s) name: _____
Case (or Docket) Number: _____
Date on which the suit was originally filed: _____
Status of suit: _____

Part 5: Industry Exposure and Occupational Exposure

Proof of Industry Exposure must be provided for all claims as required by the Silica Distribution Procedures. In addition, proof of Occupational Exposure must be submitted as support for enhanced claim valuation for Type 2 (Individual Review) Claims. If the Injured Party claims secondary exposure (see Part 6), proof of Industry Exposure (for Type 1 and Type 2 Claims) must be provided for the occupationally exposed person (“OEP”) who is the basis for the secondary exposure claim, and proof of Occupational Exposure for the OEP who is the basis for the secondary exposure claim must be submitted for a Type 2 Claim.

Was the Injured Party an employee of Kaiser Aluminum and Chemical Corporation, Kaiser Refractories, Kaiser Engineers, Kaiser Metal Products, Henry J. Kaiser, Mexico Refractories Company, Permanente Metals Corporation or Denver Fire Clay Company?

Yes No

A. If so, during what years? (yyyy) ____ to (yyyy) ____

B. Industry and Occupational Exposure: Complete for each claimed Industry Exposure. If more space is needed, please photocopy this page, and insert after current page (*include Claimant’s name and Social Security number at the top of each additional sheet submitted*).

Exposure B1:

1. Name of Plant /Site of Exposure: _____

City: _____ State: _____

2. Month/Year Exposure Began: (mm/yyyy) ____/____
Month/Year Exposure Ended: (mm/yyyy) ____/____

3. Name(s) of Employer(s) at time of Exposure: _____

4. For Type 1 and Type 2 Claims—Industry in which exposure occurred: _____ (See Industry Codes table below—if Industry in which the Exposure occurred is not listed below, complete Part 5, Section C below for each such claimed Exposure.)

5. For Type 2 Claims—Occupation at time of Exposure ____ (See Occupation Codes Table below—if the Occupation in which Exposure occurred is not listed below, complete Part 5, Section D below). If exposure is claimed in more than one Occupation in an Industry, please

complete an Exposure table for each Occupation. If necessary, photocopy this page, complete for each Occupation and insert the copies after this page (*include Claimant's name and Social Security number at the top of each additional sheet submitted*).

Exposure B2:

1. Name of Plant /Site of Exposure: _____

City: _____ State: _____

2. Month/Year Exposure Began: (mm/yyyy) ___/____
Month/Year Exposure Ended: (mm/yyyy) ___/____

3. Name(s) of Employer(s) at time of Exposure: _____

4. For Type 1 and Type 2 Claims—Industry in which exposure occurred: _____ (See Industry Codes table below—if Industry in which the Exposure occurred is not listed below, complete Part 5, Section C below for each such claimed Exposure.)

5. For Type 2 Claims—Occupation at time of Exposure _____ (See Occupation Codes Table below—if the Occupation in which Exposure occurred is not listed below, complete Part 5, Section D below). If exposure is claimed in more than one Occupation in an Industry, please complete an Exposure table for each Occupation. If necessary, photocopy this page, complete for each Occupation and insert the copies after this page (*include Claimant's name and Social Security number at the top of each additional sheet submitted*).

Exposure B3:

1. Name of Plant /Site of Exposure: _____

City: _____ State: _____
2. Month/Year Exposure Began: (mm/yyyy) ____/____
Month/Year Exposure Ended: (mm/yyyy) ____/____
3. Name(s) of Employer(s) at time of Exposure: _____

4. For Type 1 and Type 2 Claims—Industry in which exposure occurred:
_____ (See Industry Codes table below—if Industry in which the
Exposure occurred is not listed below, complete Part 5, Section C below
for each such claimed Exposure.)
5. For Type 2 Claims—Occupation at time of Exposure _____(See
Occupation Codes Table below—if the Occupation in which Exposure
occurred is not listed below, complete Part 5, Section D below). If
exposure is claimed in more than one Occupation in an Industry, please
complete an Exposure table for each Occupation. If necessary, photocopy
this page, complete for each Occupation and insert the copies after this
page (*include Claimant's name and Social Security number at the top of
each additional sheet submitted*).

Exposure B4:

1. Name of Plant /Site of Exposure: _____

City: _____ State: _____
2. Month/Year Exposure Began: (mm/yyyy) ____/____
Month/Year Exposure Ended: (mm/yyyy) ____/____
3. Name(s) of Employer(s) at time of Exposure: _____

4. For Type 1 and Type 2 Claims—Industry in which exposure occurred:
_____ (See Industry Codes table below—if Industry in which the
Exposure occurred is not listed below, complete Part 5, Section C below
for each such claimed Exposure.)
5. For Type 2 Claims—Occupation at time of Exposure _____(See
Occupation Codes Table below—if the Occupation in which Exposure
occurred is not listed below, complete Part 5, Section D below). If
exposure is claimed in more than one Occupation in an Industry, please
complete an Exposure table for each Occupation. If necessary, photocopy
this page, complete for each Occupation and insert the copies after this
page (*include Claimant's name and Social Security number at the top of
each additional sheet submitted*).

Industry Codes Table

- A. Primary Steel and Iron Manufacturing
- B. Aluminum Manufacturing
- C. Cement Plants
- D. Ferrous and Non-Ferrous Foundries
- E. Furnace Manufacturers and Contractors
- F. Glass and Ceramics Plants
- G. Copper Smelting

Occupation Codes Table

- | | |
|--|---|
| 1. Brickmasons (including bricklayers and brickhackers) | 8. Pourers |
| 2. Refractory materials repairers and helpers (construction and maintenance of ladles, furnaces & kilns) | 9. Ladle liners |
| 3. Furnace tenders | 10. Pattern makers |
| 4. Millwrights | 11. Equipment operators (transport of refractory products) |
| 5. Boiler room workers (operators and maintenance) | 12. Material handlers (refractory products) |
| 6. Molders and Casters | 13. Laborers, general maintenance and custodial staff working in proximity of refractory products |
| 7. Coremakers | 14. Supervisors of any of the above |
| | 15. Sandblasters |
| | 16. Laborers, general maintenance and custodial staff working in proximity to sandblasting operations |

- C. **Alternate Industry Exposure.** If the Injured Party did not have a minimum of six months of cumulative exposure in one of the industries for which an Industry Code is listed above for any of the claimed Exposures, provide for each of those Exposures the following information and credible evidence of six months or greater cumulative exposure to respirable silica as a result of handling, installing, using, repairing, tearing out or cleaning out silica-containing refractory products manufactured or distributed by Kaiser or working on a regular basis in close proximity to workers engaged in such activities. Provide the following information for each job site that the Injured Party is relying upon in order to establish such exposure: If more space is needed, please photocopy this page, complete for each such Exposure (with the corresponding Exposure number) and insert the copies after this page (*include Claimant's name and Social Security number at the top of each additional sheet submitted*).

Exposure B__ (enter corresponding Exposure number from Part 5, Section B)

- a. Job Site: _____
- b. City/State: _____
- c. Industry: _____
- d. Name(s) of Kaiser silica-containing refractory product(s) to which exposure is claimed: _____

Exposure B__ (enter corresponding Exposure number from Part 5, Section B)

- a. Job Site: _____
- b. City/State: _____
- c. Industry: _____
- d. Name(s) of Kaiser silica-containing refractory product(s) to which exposure is claimed: _____

D. Alternate Occupational Exposure. If any claimed Exposure above is not completed with an Occupation Code because the Occupation in which the Exposure occurred is not listed, provide the following information to identify the name, nature and duties of each Occupation in which such Exposure occurred as follows: If more space is needed, please photocopy this page, complete for each such Exposure (with the corresponding Exposure number) and insert the copies after this page (*include Claimant's name and Social Security number at the top of each additional sheet submitted*). Note: Occupational Exposure is not required for a Type 1 claim but must be submitted as a factor for consideration in valuing a Type 2 Claim.

Exposure B__ (enter corresponding Exposure number from Part 5, Section B)

a. Name of Occupation: _____

b. Nature of Occupation and Duties: __

c. Select one or more:

i. ___ Handled, installed, used, repaired, tore out or cleaned out silica-containing refractory products manufactured or distributed by Kaiser; or

ii. ___ Worked on a regular basis in close proximity to workers who did one or more of the above activities; or

iii. ___ Other (please describe in detail): ___

Exposure B__ (enter corresponding Exposure number from Part 5, Section B)

a. Name of Occupation: _____

b. Nature of Occupation and Duties: __

c. Select one or more:

i. ____ Handled, installed, used, repaired, tore out or cleaned out silica-containing refractory products manufactured or distributed by Kaiser; or

ii. ____ Worked on a regular basis in close proximity to workers who did one or more of the above activities; or

iii. ____ Other (please describe in detail): ____

Part 6: Exposure to an Occupationally Exposed Person

Is the Injured Party alleging a silica-related disease resulting in whole or in part from another person’s occupational exposure, such as a family member (spouse, father, sister, etc.)?

Yes No

If yes, complete the following and Part 5 for each OEP.

OEP’s Full Name: _____

Home Address: _____ City: _____

State: _____ Country: _____ Zip: _____

SSN: _____

Date of Birth: /_____/_____ If deceased, Date of Death ____/_____/_____

Date Exposure to OEP began:(mm/yyyy) ____/____

Date Exposure to OEP ended:(mm/yyyy) ____/____

Relationship of Injured Party to OEP:

I am his/her _____
(brother, son, spouse, etc.)

Describe how the Injured Party was exposed to Kaiser silica-containing refractory product(s) through the OEP:

Reminder: Part 5 must be completed for the OEP.

Part 7: Smoking History

NOTE: This information is relevant only to Type 2 (Individual Review) Claims. This section is not required to be completed if your claim is for a Type 1 (Expedited Review) Claim.

For each item, indicate whether the Injured Party smoked the given product. If the Injured Party stopped smoking prior to death, enter the last date the Injured Party smoked.

Has the Injured Party ever: Smoked Cigarettes? <input type="checkbox"/> Yes <input type="checkbox"/> No If “Yes” is checked and the Injured Party stopped smoking prior to death, enter the last date the Injured Party smoked: (mm/yyyy) ____/____
--

Has the Injured Party ever: Smoked Cigars? <input type="checkbox"/> Yes <input type="checkbox"/> No If “Yes” is checked and the Injured Party stopped smoking prior to death, enter the last date the Injured Party smoked: (mm/yyyy) ____/____
--

B. The Injured Party has a total of ____ dependents. Provide the information below for each dependent. 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 Party's death) at least one-half of their financial support from the Injured Party. Also list beneficiaries represented by Injured Party'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 the copies after this page (*include Claimant's name and Social Security number at the top of each additional sheet submitted*).

Name: _____
Social Security Number: _____
Date of Birth: (mm/dd/yyyy) ____/____/____
Relationship: ____ Spouse Financially Dependent? Yes / No
____ Child (Circle One)
____ Other _____

Name: _____
Social Security Number: _____
Date of Birth: (mm/dd/yyyy) ____/____/____
Relationship: ____ Spouse Financially Dependent? Yes / No
____ Child (Circle One)
____ Other _____

Name: _____
Social Security Number: _____
Date of Birth: (mm/dd/yyyy) ____/____/____
Relationship: ____ Spouse Financially Dependent? Yes / No
____ Child (Circle One)
____ Other _____

Name: _____
Social Security Number: _____
Date of Birth: (mm/dd/yyyy) ____/____/____
Relationship: ____ Spouse Financially Dependent? Yes / No
____ Child (Circle One)
____ Other _____

C. Describe any claimed special damages attributable to the claimed silica-related disease: _____

D. Describe any claimed extraordinary impairment attributable to the claimed silica-related disease: _____

Part 9: Signature Page

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

If signed below by the Claimant or the Claimant Representative, the undersigned certifies, under penalty of perjury, as follows: 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 the information submitted is accurate and complete.

If signed below by the attorney for the Claimant or the Claimant Representative, the undersigned certifies, under penalty of perjury, as follows: I am authorized to file this Claim Form; I, or other trained personnel within my firm, have reviewed the information submitted on this Claim Form and all documents submitted in support of this claim; and to the best of my knowledge, based on policies and procedures adopted and implemented by my firm concerning claims processing, the information submitted is true, accurate and complete, and/or the information is included within the Claimant's file and is derived from information provided by the Injured Party, one or more of the Injured Party's co-workers or the Injured Party's medical experts.

I consent to the furnishing of the name and social security number of the Claimant and the Injured Party and the name of the attorney (if any) representing the Claimant and the Injured Party and all claims materials and supporting evidence and documentation to the Kaiser Aluminum and Chemical Corporation Asbestos PI Trust, the Kaiser Aluminum and Chemical Corporation CTPV (Coal Tar Pitch Volatiles) PI Trust and the Kaiser Aluminum and Chemical Corporation NIHL (Noise Induced Hearing Loss) PI Trust pursuant to, and subject to the conditions set forth in, Section 2.2(c) of the Silica Distribution Procedures.

Signature of Claimant, Claimant Representative or attorney

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

Attorney Certification and Warranty of Claimant Representative's Authority

This section must be executed by the Attorney only if (i) the Injured Party has a Claimant Representative and (ii) neither Letters Testamentary or estate documentation pursuant to applicable law nor a Certificate of Official Capacity is submitted with this claim form. The Attorney certifies and warrants that this claim is filed on behalf of the Injured Party by the Claimant Representative and that the Claimant Representative is authorized by law to file this claim on behalf of the Injured Party.

Signature of Attorney/Name of Firm