ELECTRONIC FILER AGREEMENT

This Electronic Filer Agreement (the "Agreement") is made by and among the Delaware Claims Processing Facility, LLC (the "Facility"), with offices at 1000 North West Street, Suite 300 Wilmington, Delaware 19801, the Owens Illinois Asbestos Personal Injury Trust ("OI Trust"), and _____ , who resides at _____ ("Claimant") (collectively, the "Parties").

Recitals

The Facility currently processes asbestos related personal injury claims on behalf of various trusts.

Claimant is an individual who has filed or intends to file an asbestos personal injury claim on his own behalf without representation of counsel; and

It is mutually beneficial to the Parties to settle the asbestos personal injury claim by communicating information to each other electronically, to speed claim processing and lower transactional costs,

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

1. Electronic Claims Filing

1.1 Access to Trust On-line. Subject to the terms hereof, the Facility shall provide the Claimant access to the Facility's proprietary on-line, electronic claims filing system ("Trust On-line") for the limited purpose of electronically filing and settling Claimant's asbestos personal injury claim. (When the context permits, as used herein, "access to Trust On-line" may also refer to access to the claims information electronically submitted by the Claimant in connection with his/her asbestos personal injury claim filed against the OI Trust). The Claimant shall be permitted access through Trust On-line to information regarding only the Claimant's claim filed against the OI Trust, and the Claimant shall be authorized to act through Trust On-line in regard only to the Claimant's claim filed against the OI Trust.

1.2 Filing Methods, Media, and Format. The OI Trust shall accept, through Trust Online, claim information from the Claimant using one or more electronic methods, media, and formats that the Facility will from time to time specify. The methods, media, and formats that the Facility will specify will be among those then in general use among businesses transferring information electronically.

1.3 Proprietary System. The Claimant acknowledges that Trust On-line, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of the

Facility. The Claimant agrees that it shall not publish, disclose, display, provide access to, or otherwise make available any software or any other products associated with Trust On-line, or any screens, formats, reports or printouts used, provided, or produced in connection therewith, to any person.

2. User Identification

2.1 Limited Access. The Facility will assign a unique Trust On-line password to the Claimant. The Facility will provide access to Trust On-line only upon entry of the Claimant's user name and password. The Facility recommends that passwords be changed frequently. Claimant may not share the password with anyone, and the Claimant shall keep the user name and password confidential. The Facility may deny the Claimant access to Trust On-line following failed log-ins. The Facility also retains the right to temporarily deny Claimant access to Trust On-line for any reason, including, but not limited to, system resources, bandwidth constraints, fraud, or security concerns; but the Facility shall not be responsible for any failure on its part to deny access to Trust On-line to Claimant.

2.2 Reliance on Claimant Communications. The Facility is entitled to rely on communications and instructions it receives from the Claimant and, unless the Facility acts with gross negligence, the Facility shall not be held liable for such reliance.

2.3 Reaffirmation of Terms and Conditions. Each time Claimant accesses Trust Online, Claimant will be required to review a pop-up screen in the form set forth on Attachment 1 hereto that will request a certification that the Claimant has reviewed all information submitted to the OI Trust through the Facility in support of the claim, that to the best of the Claimant's belief, under penalty of perjury, the information submitted is accurate and complete, and that such information is submitted subject to the terms of this Agreement. The pop-up screen will have a hyperlink to an electronic copy of this Agreement. The popup screen will require the Claimant to evidence such reaffirmation and certification by clicking "I AGREE" or other similar language. The requirement of reaffirming the terms and conditions of this Agreement before accessing Trust On-line shall not in any way affect the validity or binding effect of this Agreement once the Parties have entered into it. For the purposes of this Agreement only, the Parties agree the phrase "shall comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure" on the pop-up screen shall be interpreted to mean "to the best of the Claimant's belief, under penalty of perjury, the information submitted is accurate and complete."

3. Technical Capabilities

3.1 Compatible Equipment. In order to file claims through Trust On-line, the Claimant will use Claimant's own compatible computer equipment. The

Facility shall have no responsibility for a failure of Claimant's computer equipment to be compatible with Trust On-line.

3.2 Reports. Through the Facility, the OI Trust will make available to the Claimant (through the Facility's web site or Trust On-line), the ability to download specified data and to generate reports summarizing information regarding the Claimant's claim.

3.3 Continuous Access. The Trust On-line system will be available to the Claimant seven days per week, with the exception that availability will be interrupted nightly for approximately one hour to synchronize data with the Facility processing systems and at any time as a result of system failure or when necessary for system upgrades, maintenance, or other operational considerations. At all times, the Facility shall use its best efforts to minimize the length and frequency of such interruptions. Notwithstanding any other provision of this Agreement, the Facility shall not be liable for any damages resulting directly or indirectly from system unavailability.

3.4 Security. The Facility and the OI Trust will maintain physical, electronic, and procedural safeguards that will protect the information the Claimant transmits through Trust On-line.

4. Rules and Procedures

4.1 Adherence to TDP. Electronic filing through Trust On-line shall not affect the requirements of the OI Trust and its Asbestos Personal Injury Settlement Trust Distribution Procedures ("TDP") as may be amended from time to time.

4.2 Payment Criteria Unchanged. This Agreement is not intended to alter and does not supersede the claim payment criteria contained in the TDP, nor does this Agreement create any additional rights to claim payment beyond those set forth in the TDP.

5. Claim Information

5.1 Claimant Certification. The Claimant hereby represents, and in connection with the submission of any claim shall certify, that the Claimant has reviewed the information and materials submitted in connection with a claim filed through Trust On-Line with the OI Trust and that to the best of the Claimant's belief, under penalty of perjury, the information submitted is accurate and complete.

5.2 Complete Information Required. The Facility is not obligated to take any action on an electronically filed claim until it has received the complete information required by the TDP.

5.3 Tolling. Assignment of a claim number by Trust On-line shall constitute filing of a claim for purposes of any applicable statute of limitations or repose provisions in the TDP. The Claimant acknowledges and agrees that although the Trust On-line system permits an electronic claim filing to be saved prior to its electronic submission, such action does not constitute a valid claim filing for any purposes, including tolling of any applicable statute of limitation or repose, and the Facility will not have, and in any case will not be deemed to have, any record of such an entry. If the Trust On-line system refuses, or otherwise does not accept, the submission of an electronic filing for any reason, including a Trust On-line system failure, this too shall not constitute a tolling of any applicable statute of limitations or repose.

5.4 Maintenance of Supporting Documents. The Claimant shall maintain a copy of each document relied upon in connection with Claimant's claim electronically filed through Trust On-line. Copies may be retained in either paper or electronic format. The

Claimant will timely provide copies of such documents to the Facility upon request made on behalf of the OI Trust.

5.5 Confidential Information. Any claim information the Claimant submits through Trust On-line pursuant to this Agreement, shall remain confidential information submitted for settlement purposes only. In the event that the Claimant directs another asbestos trust to transmit to the OI Trust any information from such trust for the purposes of settling a claim filed against the OI Trust (collectively, the "Claimant's Prior Data"), such Claimant's Prior Data may be used in processing the Claimant's claim against the OI Trust.

6. Settlement Offer, Acceptance, and Payment

6.1 Settlement Offers. After its review of a claim submitted electronically, the Facility, acting on behalf of the OI Trust, shall communicate any settlement offer to the Claimant through Trust On-line. In the event the Claimant desires to accept any such settlement offer, Trust On-line shall prompt the Claimant to either electronically generate a customized release for use in documenting acceptance of the settlement offer (the "Release") or request that the Facility mail a Release to the Claimant. If the Claimant elects to generate the Release through Trust On-line, then the system will prompt the Claimant to electronically view/print the Release in a portable document file (.pdf) format. The Release shall not be modified in any manner from the customized form the Facility provides through Trust On-line or mails to the Claimant.

6.2 Claimant Required to Deliver Signed Release. In the event a Claimant intends to accept a settlement offer communicated through Trust On-line, the Claimant shall sign the Release and deliver the Release to the Facility. Delivery of the Release may be made in one of two ways: (a) the original, signed Release may be mailed to the Facility or (b) an image of the original, signed Release may be uploaded to the Facility through Trust On-Line, separately emailed, or faxed to the Facility. In the event an image of the original, signed Release is delivered to the Facility, the Claimant shall

maintain the original, signed Release for no less than five years. The Claimant will timely provide the original, signed Release to the Facility, upon request made on behalf of the OI Trust.

7. Limitation of Liability

7.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, neither the Facility, the OI Trust nor any officer, director, trustee, employee, contractor, or agent of either of them will be held liable for any indirect, incidental, special, or consequential damages by reason of the Claimant's use of Trust On-line.

7.2 THE FACILITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO THE CLAIMANT OF RECORD, ANY CLAIMANT OR ANY THIRD PARTY, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY OR ARISING OUT OF CUSTOM OR COURSE OF DEALING OR USAGE OF OR IN THE TRADE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Miscellaneous

8.1 No Assignment. No Party may assign or otherwise transfer in any way any of its rights and obligations arising out of this Agreement without the prior written consent of the other Parties, except the Facility may assign or otherwise transfer this Agreement to another entity that processes asbestos personal injury claims, provided such entity agrees to be bound by the terms of this Agreement.

8.2 Termination. Any Party may terminate this Agreement in its entirety upon written notice to the other Parties. On the effective date of termination of this Agreement in its entirety, the Facility will cease providing the Claimant with access to Trust On-line, and the Claimant will cease having access to Trust Online claim review.

8.3 Disputes. Any dispute among the Parties relating to claim allowance or disallowance, or the appropriate categorization or settlement value of a claim submitted by the Claimant to the Facility will be resolved pursuant to the TDP.

8.4 Force Majeure. No party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of Internet service, provided that the delaying party: (a) gives the other parties prompt notice of such cause, and (b) uses reasonable efforts to promptly correct such failure or delay in performance.

8.5 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Delaware except that the Release shall be interpreted and enforced by the same choice of law as provided for in the Release.

8.6 Binding Effect. Each of the undersigned legal entities represents and warrants that they are authorized by the respective legal entities to sign this Agreement, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. A signature on a copy of this Agreement transmitted by facsimile machine will have the force of an original signature. The Claimant represents and warrants that he or she is either the injured party making that asbestos personal injury claim or, in the event the injured party is now deceased, the duly authorized legal representative of the deceased injured party.

8.7 Claim Deferral. Nothing contained in this Agreement shall be construed to provide a substantive right of claim filing deferral contrary to the TDP.

8.8 Severability. If any term or provision of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall remain in full force and effect.

8.9 Entire Agreement and Waiver. This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set

forth herein. This Agreement may not be amended or modified except by another writing signed by the Parties. Any failure of either party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.

CLAIMANT:

By:_____ Date:_____

Name: _____

Email:_____

Its:_____

OWENS ILLINOIS ASBESTOS PERSONAL INJURY TRUST

By:_____ Date:_____

Title:_____

DELAWARE CLAIMS PROCESSING FACILITY, LLC

By:_____ Date:_____

Title: _____

ATTACHMENT 1 ELECTRONIC POP-UP SCREEN

The following will be imported into a pop up screen that will appear each time a user logs on for the first time, for the purposes of this Agreement and in this instance only, "Law Firm" shall mean "Claimant" and the phrase "shall comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure" on the pop-up screen shall be interpreted to mean "to the best of the Claimant's belief, under penalty of perjury, the information submitted is accurate and complete.":

In order to have access to this system you must click the "I AGREE" button below. By clicking the "I AGREE" button below, the Law Firm certifies that it is authorized by the Claimant to submit a claim, that all information submitted to the OI Trust during this on-line session shall comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure and that such information is being submitted subject to the terms of the Electronic Filer Agreement. In the event you wish to review the full text of the Electronic Filer Agreement you may do so by clicking the hyperlink.

I AGREE