

# **TRONOX TORT CLAIMS TRUST**

## **Individual Review and Arbitration Procedures for Category A and Category D Personal Injury Claims**

Pursuant to Sections 3.4 and 3.5 of the Tronox Tort Claims Trust Distribution Procedures (“TDPs”), the Tronox Tort Claims Trust (“Trust”) hereby establishes these Individual Review and Arbitration Procedures (the “Procedures”) for Category A and Category D personal injury Claims. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the TDPs, the Tronox Tort Claims Trust Agreement (“Trust Agreement”), the Trust Claim Form, and the Instruction Letter.

### **I. OVERVIEW**

These Procedures shall be administered by the Executive Director of the Trust, or the Executive Director’s designee. All references to the Executive Director in these Procedures shall include the Executive Director’s designee.

All Unaccounted-for Claims and Future Tort Claims shall be subject to the Individual Review process set forth in Article III.

For Asbestos Claims and Non-Asbestos Toxic Exposure Claims, within 90 days of the Trust’s receipt of the Claimant’s Rejection Notice (as defined in TDP § 3.2(a)), the Executive Director shall provide written notification to the Claimant of the Trust’s election to engage in one of the following dispute resolution processes:

1. individual review under Article III (“Individual Review”);
2. binding or non-binding arbitration under Article IV (“Binding Arbitration” and “Non-Binding Arbitration,” respectively, and “Arbitration,” collectively); or
3. litigation in the tort system under Article V (“Litigation in the Tort System”).

If the parties engage in the Individual Review process and the Claimant rejects the Trust’s Individual Review Settlement Offer, the Claimant may elect either (a) Binding Arbitration under Article IV below, or (b) Litigation in the Tort System under Article V below.

In the event the Trust elects Arbitration for an Asbestos Claim or a Non-Asbestos Toxic Exposure Claim, the Claimant may elect either Binding Arbitration or Non-Binding Arbitration. If the parties engage in Non-Binding Arbitration and either party rejects the Non-Binding Arbitration Award, the Claimant may elect either (a) Binding Arbitration under Article IV below, or (b) Litigation in the Tort System under Article V below.

These Procedures may only be pursued by Claimants on an individual basis. Claims of different Claimants cannot be grouped together even if the Claimants are represented by the

same counsel. These Procedures shall not be construed as imparting to any Claimant any substantive or procedural rights beyond those conferred by the TDPs.

It is the Claimant's responsibility to comply with the deadlines set forth in these Procedures. Although the deadlines may be extended by agreement or for good cause shown, failure to comply with a deadline without obtaining an extension may result in withdrawal of the Claim.

At any time during these Procedures, the parties may agree to settle the Claim and abandon these Procedures.

## **II. SUMMARY**

### **A. Individual Review**

Under the Individual Review process, the Claimant shall submit a written statement setting forth the Claimant's determination of the value of the Claim and explaining the bases for such determination. The Trust shall review the Claim and the written statement to determine whether the Claim would meet all the requirements for a lawsuit against the Trust and, if so, the most likely amount of a verdict in the Claimant's favor in such lawsuit. Claimants who are represented by counsel must also engage in a telephone conference with the Executive Director, which shall be in the nature of a settlement conference, to discuss the valuation of the Claim by the Trust. The Claimant's attorney participating in the telephone conference must have settlement authority.

Within 60 days following (1) the submission of the written statement, if the Claimant is not represented by counsel, or (2) the conclusion of the telephone conference, if the Claimant is represented by counsel, the Trust shall make an Individual Review Settlement Offer to the Claimant. If the Claimant rejects the Individual Review Settlement Offer, the Claimant may elect Binding Arbitration or Litigation in the Tort System.

### **B. Arbitration**

If the Trust elects to liquidate the Claim through arbitration, the Claimant may elect either Binding or Non-Binding Arbitration. In addition, a Claimant who rejects an Individual Review Settlement Offer may elect Binding Arbitration of his or her Claim. Punitive damages shall not be available or awarded in any arbitration proceeding.

If the Claimant elects Binding Arbitration, then the Claimant and the Trust waive their respective rights to seek a jury trial. Binding Arbitration shall be conducted in the final-offer format, also known as "baseball-style" arbitration. In the event of a Binding Arbitration award in excess of the Scheduled Value for the Claim, the Claim shall be paid as an Outlying Claim pursuant to TDP § 4.5.

The parties reserve all rights to reject any award in a Non-Binding Arbitration. If either party rejects a Non-Binding Arbitration award, and the Claimant has otherwise complied with

the requirements of these Procedures and the TDPs, then the Claimant may either elect to proceed to Binding Arbitration or initiate against the Trust Litigation in the Tort System.

C. Litigation in the Tort System

In the event (1) the Trust elects Litigation in the Tort System under these Procedures, (2) the Claimant elects Litigation in the Tort System after rejecting an Individual Review Settlement Offer, or (3) a Non-Binding Arbitration award is rejected by either party, the Claimant shall have the right to commence a lawsuit in the tort system against the Trust.

In any lawsuit, all claims, counterclaims, and defenses (including with respect to the Trust, all defenses which could have been or were asserted by Tronox) shall be available to the parties; provided, however, that punitive damages shall not be claimed, awarded or available in any lawsuit. In the event of an award in the tort system in excess of the Scheduled Value, the Claim shall be paid as an Outlying Claim pursuant to TDP § 4.5.

**III. INDIVIDUAL REVIEW**

A. Election and Time Limits

All Unaccounted-for Tort Claims and Future Tort Claims shall be subject to Individual Review, and the Executive Director shall provide the Claimant an Individual Review election notice upon a determination that the Claimant's Trust Claim Form is complete. If the Trust elects Individual Review for an Asbestos Claim or a Non-Asbestos Toxic Exposure Claim, the Executive Director shall notify the Claimant of the Trust's election within 90 days of the Trust's receipt of the Claimant's Rejection Notice.

B. Submission of Written Statement

Within 30 days following the Claimant's receipt of the Trust's Individual Review election, the Claimant shall submit to the Executive Director a written statement setting forth the Claimant's determination of the liquidated value of his/her Claim and explaining the bases for such determination. The written statement shall be limited to three double-spaced type-written pages, exclusive of attachments. After receiving the Claimant's written statement, the Trust shall review the Claim and the written statement to determine whether the Claim would be compensable in the tort system and, if so, the amount at which such Claim would be liquidated in the tort system.

C. Telephone Conference

If the Claimant is represented by counsel, then within 60 days following the submission of the Claimant's written statement, the Claimant must engage in a telephone conference with the Executive Director. The telephone conference shall be in the nature of a settlement conference to discuss the valuation of the Claim by the Trust. The Claimant's attorney participating in the telephone conference must have settlement authority.

D. Individual Review Settlement Offer

Within 60 days following (1) the submission of the Claimant's written statement if the Claimant is not represented by counsel or (2) the telephone conference with the Executive Director if the Claimant is represented by counsel, the Trust shall make an Individual Review Settlement Offer to the Claimant. The Claimant has 30 days to accept or reject the Individual Review Settlement Offer.

If the Individual Review Settlement Offer is accepted, the Claim will be paid in accordance with the TDPs. If the Individual Review Settlement Offer is rejected, the Claimant may elect Binding Arbitration under Article IV below or Litigation in the Tort System under Article V below. Failure to respond to the Individual Review Settlement Offer within 30 days shall be deemed a rejection of the offer and an election of Binding Arbitration.

**IV. BINDING AND NON-BINDING ARBITRATION**

A. Election and Time Limits

A Claimant who rejects an Individual Review Settlement Offer may elect Binding Arbitration of his or her Claim by providing written notice to the Trust within 30 days of receipt of the Individual Review Settlement Offer. A Claimant who fails to respond to an Individual Review Settlement Offer within 30 days of receipt shall be deemed to have elected Binding Arbitration.

If the Trust elects Arbitration instead of Individual Review under Article III above, the Executive Director shall notify the Claimant of the Trust's election as follows: (1) for Asbestos Claims and Non-Asbestos Toxic Exposure Claims, within 90 days of the Trust's receipt of the Claimant's Rejection Notice; or (2) for Unaccounted-for Claims and Future Tort Claims, upon the Trust's determination that the Claimant's Trust Claim Form is complete. Within 30 days of receipt of the Trust's election, the Claimant shall elect either Binding or Non-Binding Arbitration and shall notify the Trust in writing of the Claimant's election.

B. Final Offer or "Baseball-Style" Binding Arbitration

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

C. Arbitration Time Limits

Any time limit set forth in this Article IV may be extended by agreement of the parties or for good cause shown. Any request for extension of time shall first be made to the opposing party. If the parties cannot agree on an extension during an arbitration proceeding, then the

request shall be submitted to the Executive Director, who will seek a ruling on the request from the arbitrator.

D. Selection of the Arbitrator

No later than 90 days following the Trust's election of Arbitration in lieu of Individual Review or the Claimant's election to pursue Binding Arbitration after rejection of the Individual Review Settlement Offer, the Executive Director shall identify three potential arbitrators from a rotating list of pre-approved arbitrators. The initial list of pre-approved arbitrators is attached to these Procedures as Attachment A. The list may be modified by the Executive Director from time to time, but at all times will include at least 15 potential arbitrators. The Executive Director shall promptly notify the arbitrators and the parties of the potential arbitrators' selection. If a potential arbitrator is unable or unwilling to serve, then a replacement selection shall be made prior to notifying the parties of the potential arbitrators selected.

Within seven business days of receipt of the list of three potential arbitrators, the Trust may select and identify to the Executive Director one potential arbitrator to be stricken from the list. The Executive Director shall promptly notify the Claimant of the Trust's strike selection. Within seven business days of receiving such notification, the Claimant may select and identify to the Executive Director a second potential arbitrator to be stricken from the list. The Executive Director shall then notify the parties of the remaining arbitrator who shall conduct the binding arbitration.

If the Claimant fails or chooses not to exercise its right to strike an arbitrator from the list of potential arbitrators, then the Trust shall select the arbitrator who is to proceed with the arbitration.

The appointed arbitrator shall execute and submit to the Executive Director a Conflicts Disclosure and Arbitrator's Oath (see Attachment B to these Procedures). Upon receipt of this information, the Executive Director shall communicate the information to the parties. Upon the objection of a party to the arbitrator's continued service, the Executive Director, with the consent of the Trust and Claimant, shall designate a neutral third party to determine whether the arbitrator should be disqualified. Any such determination by the third party shall be final.

E. Pre-Hearing Briefs

Within 20 days of the appointment of the arbitrator, each party shall submit to the opposing party and to the arbitrator a brief containing that party's positions and arguments. The brief shall not exceed 10 double-spaced, typewritten pages, exclusive of attachments.

If the Claimant has elected Binding Arbitration, the pre-hearing briefs must include each party's final offer of settlement. The arbitrator shall choose from the parties' final settlement offers when determining the amount of any Binding Arbitration award.

F. Pre-Hearing Conference

Within 15 days of receipt of both parties' arbitration briefs, the arbitrator shall contact the Trust and Claimant to schedule the pre-hearing conference, which shall take place no more than 60 days following the receipt of the parties' arbitration briefs.

The pre-hearing conference shall be presided over by the arbitrator and held by telephone. During the pre-hearing conference, the arbitrator shall seek to achieve agreement between the parties on the issue(s) presented and any other matters that may impact or expedite the arbitration hearing. The pre-hearing conference shall not take the place of, or be converted into, the arbitration hearing.

During the pre-hearing conference, the arbitrator shall schedule the date of the arbitration hearing, which shall not be less than 45 or more than 90 days following the pre-hearing conference. If the parties agree, the arbitration hearing may be conducted by telephone. If the parties do not agree to a telephonic arbitration hearing, the arbitration hearing shall take place in Delaware.

G. Brief Supplements

Each party may submit a supplement to its brief following the pre-hearing conference to respond to the opposing party's positions and arguments and/or to address issues raised at the pre-hearing conference. Supplements may not exceed five double-spaced, typewritten pages. Supplements must be sent to the opposing party and the arbitrator within 10 days after the pre-hearing conference.

H. No Discovery, with Limited Exceptions

The purpose of the arbitration is to resolve differences between the Trust and the Claimant based on the Trust Claim Form, any Proof of Claim filed with the bankruptcy court, and all supporting documents that were submitted to the Trust by the Claimant. Therefore, no discovery shall be permitted unless the arbitrator agrees to allow limited discovery by a party for good cause shown at the pre-hearing conference.

I. No Ex Parte Communications

There shall be no ex parte communications between the arbitrator and any counsel or party. All correspondence between the arbitrator and the parties will be facilitated by the Executive Director.

J. Costs of Arbitration

The Trust will pay the arbitrator's fees and expenses, up to \$2,000.00. In addition, the Trust will assume the costs of meeting facilities for the arbitration hearing. Claimants are responsible for any arbitrator's fees and expenses in excess of \$2,000.00, as well as all of their own costs and attorneys' fees incurred in connection with the arbitration proceedings.

K. Procedures for the Arbitration Hearing

1. *Location, Duration, and Attendance at the Arbitration Hearing*

The arbitration hearing shall be conducted by telephone if the parties agree, or at a location within Delaware selected by the Claimant during the pre-hearing conference. The duration of the arbitration hearing shall be limited to no more than two days, with each day consisting of no more than eight hours. Each party shall be given one hour for arguments, which may be split between the open and closing arguments, as determined by each party. If no witnesses are called to testify, then the parties shall be limited to 45 minutes of argument each; in such cases, the Claimant may elect to divide his or her time between opening and rebuttal. In no event may either party's case exceed six hours.

2. *Evidence Presented at the Arbitration Hearing*

The arbitrator is not required to apply the rules of evidence used in judicial proceedings. The arbitrator shall, however, recognize and apply the attorney-client privilege and the work-product doctrine, as appropriate. The arbitrator shall determine the applicability of any privilege or immunity, as well as the admissibility, relevance, materiality, and weight of the evidence offered. If the Claimant chooses to testify at the arbitration hearing, the testimony shall be given under oath or affirmation administered by the arbitrator. Neither party may introduce any evidence or issues at the hearing that were not included in the parties' briefs or brief supplements. Further, the arguments of counsel for the parties shall be limited to the evidence and issues introduced at the hearing.

3. *No Record of Proceedings Unless Requested by Arbitrator*

There will be no record or transcript of the arbitration hearing unless the arbitrator requests a transcript to assist him or her in the decision-making process. In the event that the arbitrator requests a transcript prior to the arbitration hearing, the Executive Director shall arrange for a court reporter, and the Trust shall pay the expenses associated with preparation of the transcript. In no event will the transcript be made available to the parties, and the time required to prepare the transcript shall not alter the deadline for the arbitrator's decision.

4. *Arbitration Hearing in the Absence of a Party or Representative*

The arbitrator, for good cause shown, may postpone the arbitration hearing upon the request of a party, at the arbitrator's own initiative, or when all parties agree to a postponement. The arbitration hearing may proceed in the absence of any party who fails to appear or fails to request and obtain a postponement of the hearing if he or she desires to be present but, for good cause shown, cannot be. An award shall not be made against a party solely on the basis of that party's failure to appear at the hearing. The arbitrator

shall require the party who does appear at the hearing to submit evidence on which to base any award.

5. *Conclusion of Hearing and Submission of Post-Hearing Briefs*

When the parties state that they have no further evidence to offer, and after the parties have made their closing arguments, if any, the arbitrator shall declare the hearing closed. Post-hearing briefs will be permitted only upon order of the arbitrator. Such briefs must be submitted to the arbitrator and opposing party no later than 10 days after the hearing is closed, and they may not exceed five double-spaced, typewritten pages.

L. Arbitration Decision

The arbitrator shall issue a written decision no later than 30 days after the date of the close of the hearing or submission of post-hearing briefs, whichever is later.

The arbitrator's decision shall be in the form of Award as reflected in Attachment C to these Procedures, and shall be limited to stating the amount of the award, if any. The decision shall not state the reasons for any award. The arbitrator may not award punitive damages, attorney fees, pre- or post-judgment interest, or costs. Any award given by the arbitrator shall fully determine and dispose of the sole issue to be decided in the arbitration: the amount, if any, at which the Claim should be valued. If the Claimant elected binding arbitration, the arbitrator must choose from one of the parties' demands in determining the amount of the arbitration award.

M. Payment of Award

If the parties agree to the Non-Binding Arbitration award, or if the Claimant elected Binding Arbitration, the Trust will promptly send to the Claimant the appropriate release. Upon receipt of an executed release, the Trust will pay the Claim in accordance with the TDPs. In the event of a binding arbitration award in excess of the Scheduled Value, the Claim shall be paid as an Outlying Claim pursuant to TDP § 4.5.

N. Rejection of Non-Binding Award

A party in a Non-Binding Arbitration proceeding who wishes to reject the award must notify the other party within 30 days from the date the award is issued. If the award is rejected by either party, the Claimant may either elect to proceed to Binding Arbitration under this Article IV or commence against the Trust Litigation in the Tort System under Article V.

If no rejection is received or sent by the Trust within 30 days of the arbitrator's award, then the arbitrator's decision will stand and the award will be deemed accepted by both parties, and the Trust will promptly send to the Claimant the appropriate release. Upon receipt of an executed release, the Trust will pay the Claim in accordance with the TDPs.



## **V. TORT SYSTEM**

In the event (1) the Trust elects Litigation in the Tort System in lieu of Individual Review or Arbitration under Articles III or IV above, (2) the Claimant elects Litigation in the Tort System after rejecting an Individual Review Settlement Offer, or (3) a Non-Binding Arbitration award is rejected by either party, the Claimant shall have the right to commence against the Trust Litigation in the Tort System.

Any lawsuit against the Trust shall be filed by the Claimant only in his or her own right and name, and not as a representative or member of a class. No suit may be consolidated, for any purpose, with any other lawsuit, and a Claimant may not seek such consolidation or class or collective status.

In any lawsuit, all claims, counterclaims, and defenses (including with respect to the Trust, all defenses which could have been or were asserted by Tronox) shall be available to the parties; provided, however, that punitive damages shall not be claimed, awarded, or available in any lawsuit. In the event of an award in the tort system in excess of the Scheduled Value, the Claim shall be paid as an Outlying Claim pursuant to TDP § 4.5.

## **VI. GENERAL RULES GOVERNING THESE PROCEDURES**

### **A. Time Limits**

The time limits set forth in these Procedures are and will be strictly enforced. Failure to comply with a deadline may result in withdrawal of the Claim. Promptly after a Claimant fails to comply with a particular time limit, the Executive Director shall send the Claimant written notice of the failure to comply. If the Claimant does not take any action on the Claim within 30 days of receipt of such notice, then the Claim will be deemed withdrawn. Any withdrawn Claim that is subsequently refiled with the Trust shall be subject to the applicable statute of limitations, and the Claim shall be assigned a new Filing Date for purposes of determining the order of processing and reviewing the Claim.

### **B. Waiver of Objection to Rules Infraction**

A party who believes that a provision of these Procedures has been violated by the other party, but who continues with the proceeding without objecting to such violation, shall be deemed to have waived that objection. Objections must be stated in writing and sent to the Executive Director, who will forward the written objection to the arbitrator (if applicable).

### **C. No Grouping or Bundling of Claims**

As a general matter, there shall be no grouping or bundling of Claims by separate Claimants at any stage of the dispute resolution proceedings under these Procedures, even if the Claims are related and/or the Claimants have the same counsel. Each Claimant must proceed individually through the dispute resolution processes with all Claims that Claimant may have or represent. The Trust, however, in its sole discretion, may decide that it would be expeditious to

allow the conduct of dispute resolution proceedings with respect to more than one Claim of different exposed persons, provided that each such Claim shall be individually evaluated in accordance with the TDPs.

D. Claims and Defenses

All available claims and defenses, except any claims for punitive damages, shall be available to both sides during the dispute resolution processes set forth in these Procedures.

E. Serving of Notices and Other Papers

Each party shall be deemed to have consented to service of papers or notices relating to the proceeding as follows:

1. By regular U.S. mail or overnight courier addressed to the party or his/her attorney at the party's or the attorney's last known address;
2. By facsimile transmission or electronic mail; and/or
3. By personal service.

Documents sent via regular U.S. mail shall be deemed received three days after the date of postmark. Documents sent via overnight mail shall be deemed received on the next business day after mailing. Documents sent by facsimile or electronic mail, or by personal service, shall be deemed received on the same business day that the documents were sent.

F. Exclusion of Liability and Arbitrator Immunity

The Executive Director, Trust, and arbitrator shall not be liable to any party for any act or omission in connection with these Procedures. All arbitrators who serve pursuant to these Procedures shall have the same immunity as judges for their official acts.

G. Jurisdiction

The United States Bankruptcy Court for the Southern District of New York (the "*Court*") shall have exclusive jurisdiction over any disputes arising under these Procedures.

H. Statement of Confidentiality

1. *Confidentiality of Proceedings*

The entire dispute resolution process under these Procedures is confidential. Unless required by law or agreed by all the parties, neither the parties nor the arbitrator (if applicable) shall disclose to any person who is not associated with the participants in the dispute resolution process, including any judicial officer, any information regarding the process (including pre-process exchanges and agreements), the Claimant's Claim

(including written and oral information), settlement terms, or the outcome of any dispute resolution proceeding.

## *2. Proceedings Treated as Settlement Conference*

Under these Procedures, the entire dispute resolution process, up to, but not including, the filing of a lawsuit in the tort system, is treated as a settlement conference subject to Federal Rule of Evidence 408 and all state counterparts, as well as any other applicable settlement privilege protecting the confidentiality of settlement conferences or negotiations. All offers, promises, conduct, and statements, whether oral or written, made in the course of a dispute resolution proceeding under these Procedures by any of the parties, or a party's agents, employees, experts, or attorneys, or by the arbitrator, are confidential. Such offers, promises, conduct, and statements are not discoverable or admissible for any purpose, including impeachment, in any litigation between the parties.

The exchange of any tangible material by the parties shall be without prejudice to any claim 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 arbitrator and any documents or information in his or her possession, shall not be subpoenaed in any other investigation, action, or proceeding, and all parties will oppose any effort to have the arbitrator or documents in his or her possession subpoenaed. The arbitrator will promptly advise the parties of any attempt to compel him or her to divulge documents or information received in a proceeding that takes place pursuant to these Procedures.

Except for documents prepared by a non-party that are introduced as evidence before an arbitrator, any document prepared by a party, attorney, or agent of the party in anticipation of the dispute resolution process shall be deemed privileged and confidential, and shall not be disclosed to any court or arbitrator or construed for any purpose as an admission against interest.

## *3. Exceptions*

Notwithstanding the foregoing, information obtained during the dispute resolution process, including the decision of the arbitrator, may be disclosed as necessary by the Trust to meet its reporting obligations to the Bankruptcy Court, to enforce a binding arbitration award, to enjoin a Claimant from seeking to litigate his or her Claim after participating in binding arbitration, for purposes of showing accord and satisfaction or res judicata, or to consult with the TAC and/or counsel to the Trust. 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 a dispute resolution proceeding.

I. Amendments

Except as otherwise ruled by the Court, these Procedures, as they may from time to time be amended by the Trustee, will be binding on all parties in the form in which they are in force as of the date that the Claimant submits its Claim Form to the Trust.

**LIST OF PRE-APPROVED ARBITRATORS**

**CONFLICTS DISCLOSURE AND ARBITRATOR'S OATH**

**In the Matter of Arbitration Between \_\_\_\_\_ and the Tronox Tort Claims Trust.**

To: \_\_\_\_\_  
Name of Arbitrator

It is important that the parties have complete confidence in the Arbitrator's impartiality. Therefore, please disclose any past or present relationship with the parties, their counsel, or potential witnesses, direct or indirect, whether financial, professional, social, or of any other kind. This is a continuing obligation throughout your service on this matter, and should any additional direct or indirect contact arise during the course of the arbitration, or if there is any change at any time in the biographical information that you have provided, it must also be disclosed. Any doubts should be resolved in favor of disclosure. If you are aware of direct or indirect contact with such individuals, please describe it below. Failure to make timely disclosure may forfeit your ability to collect compensation. The Executive Director for the Tronox Tort Claims Trust will call the disclosure to the attention of the parties.

You will not be able to serve until a duly executed Conflicts Disclosure and Arbitrator's Oath is received and on file with the Executive Director of the Tronox Tort Claims Trust. After conducting a check for conflicts, answer the following questions and complete the remainder of this form.

- |  | <u>Yes</u>               | <u>No</u>                |
|--|--------------------------|--------------------------|
| 1. Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you had any professional or social relationship with any parties or witnesses identified to date in this proceeding or the entities for which they work?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you had any professional or social relationship of which you are aware with any relative of any party to this proceeding, any relative of counsel for any party to this proceeding, or any of the witnesses identified to date in this proceeding? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Have you, or has any member of your family or any close social or business associate, ever served as an arbitrator in a proceeding in which any of the parties or identified witnesses gave testimony?  | <input type="checkbox"/> | <input type="checkbox"/> |

- |    |   |                          |                          |
|----|---|--------------------------|--------------------------|
| 5. | Have you, or has any member of your family or any close social or business associate, been involved in the last five years in a dispute involving the subject matter of this arbitration that you have been assigned? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Have any of the party representatives, law firms, or parties appeared before you in any past arbitrations?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. | Are you a member of any organization that is not listed on your biography that may be relevant to this arbitration?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. | Have you ever sued or been sued by either party or counsel for either party to this proceeding?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. | Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?   | <input type="checkbox"/> | <input type="checkbox"/> |

Should the answer to any question be “Yes,” or if you are aware of any other information that may lead to a justifiable doubt as to your impartiality or independence, or create an appearance of partiality, please describe the nature of the potential conflict(s) on an attached page.

Please indicate one of the following:

- ☐ I have conducted a check for conflicts and have nothing to disclose.
- ☐ I have conducted a check for conflicts and have made disclosures on an attached sheet.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Arbitrator

**ARBITRATOR'S OATH**

**In the Matter of Arbitration Between \_\_\_\_\_ and the Tronox Tort Claims Trust.**

State of \_\_\_\_\_

County of \_\_\_\_\_

I attest that I have reviewed my biography, which the Executive Director of the Tronox Tort Claims Trust provided to the parties in this case, and I confirm that it is current, accurate, and complete.

I attest that I have diligently conducted a conflicts check, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with all applicable statutes pertaining to arbitrator disclosures, as well as the code of judicial conduct in force in the jurisdiction in which the arbitration is to take place.

I understand that my obligation to check for conflicts and to make disclosures is ongoing for the length of my service as an arbitrator in this matter and that failing to make appropriate and timely disclosures may result in my removal as arbitrator from the case.

I, being duly sworn as arbitrator in this proceeding, hereby accept this appointment. I will faithfully and fairly hear and decide the matters in controversy between the parties in accordance with their arbitration agreement and will make an award according to the best of my understanding.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC



**AWARD**