

Instructions for Completing the GST Settlement Facility Proof of Claim Form

This document is intended to summarize certain significant issues related to filing a personal injury Claim¹ with the GST Settlement Facility (the “Trust”). Nothing contained herein is intended to replace or modify the requirements of the Trust’s Claims Resolution Procedures (the “CRP”). To the extent these general instructions conflict with the CRP, the CRP controls. All Claimants are encouraged to thoroughly read and understand the CRP before filing a Claim with the Trust.

Differences between the GST Settlement Facility CRP and the Trust Distribution Procedures of Other Trusts:

To assist in filing a Claim Form the Claimant should understand that the CRP approved by the Bankruptcy Court is materially different in certain ways from procedures approved by other trusts. These differences include, but are not limited to:

1. There is no “Individual Review.” There is only “Expedited Claim Review” and “Extraordinary Claim Review.”
2. The CRP contains no “Scheduled Values” or “Average Values”, but only “Maximum Settlement Values.”
3. There is no Payment Percentage.
4. Claim values are determined exclusively by the formula and procedures specified in the CRP (Appendices I and II).
5. To be eligible for payment, the Claimant must demonstrate that the Injured Party experienced Coltec/GST Product Contact, i.e. specific workplace activities (e.g., grinding, scraping, cutting) as identified below, that caused the release of asbestos fibers or dust from Coltec/GST products.
6. Claimant/counsel/or the personal representative must certify, under penalty of perjury, that the Injured Party experienced Coltec/GST Product Contact, which the Claimant believes could have credibly contributed to causing the Injured Party’s asbestos-related condition.
7. For mesothelioma Claimants, Coltec/GST Product Contact durations of less than 6 months will be proportionally decreased in value. All other diseases require a minimum of 6 months of Coltec/GST Product Contact.
8. All Claim withdrawals are “with prejudice” (permanent).
9. Proof that a Coltec/GST Product was present at a job site is not sufficient proof of Product Contact or exposure (there is no published Site List).
10. For all Coltec/GST Product Contact, the Claimant must specify the location, employer, occupation, start and end dates of Product Contact, job title, the type of Coltec/GST Product and the manner of the contact. These Coltec/GST Product Contact requirements are described in detail below.
11. If a Claimant does not know the Injured Party’s exact month or year of exposure or the job title or employer for a period of alleged exposure, he or she must explain the reason for this lack of knowledge.

¹ All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the CRP and the Plan.

12. If the Trust sends a notice of Claim deficiencies, and the Claimant does not respond to the deficiencies within 6 months of the date of the notice, the Claim will be rejected.
13. If a Claim is rejected it may be refiled if another filing fee is paid.
14. A Claim may be deferred at any time within the first year following the date of filing, but deferrals not activated within 1 year of deferment will be stricken and permanently ineligible for payment by the Trust.
15. Reimbursable filing fees must be paid before a Claim is reviewed. The fees are only reimbursable if the Trust makes an offer that is accepted by the Claimant (i.e., filing fees = \$100 mesothelioma, \$75 lung cancer, and \$50 all other diseases).
16. If any Workers Compensation funds under the Debtor's Worker's Compensation insurance have been received by the Claimant, the Claim cannot be submitted to the Trust.
17. Claims subject to, and in compliance with, an Asbestos Claims Bar Date must be filed within the later of the applicable statute of limitations in the jurisdiction where a claim against a Debtor was, or could have been, timely filed, and 2 years after the Trust first makes Claim Forms available and provides notice of such date on its website.
18. Claims subject to, but not in compliance with, an Asbestos Claims Bar Date are barred and not compensable unless relief has been obtained by the Bankruptcy Court.
19. All sworn statements by the Claimant/counsel (including the Claim Form) must be made under penalty of perjury.
20. If publicly available information indicates that information submitted by a particular law firm, Claimant, doctor or expert is unreliable, such information will be presumed to be unreliable by the Trust.
21. Only Expedited Review Claims are eligible for arbitration.
22. Nonbinding arbitration costs, including arbitrator fees, will be split 50/50 between the Claimant and the Trust.
23. If a pre-petition settlement or judgment was not submitted to the Bankruptcy Court for qualification (see Appendices VI and VII of the CRP), the Claimant must seek relief from the Bankruptcy Court to file the Claim with the Trust.
24. Qualified pre-petition settlements/judgments must be submitted within 3 months after Claim Forms are made available by the Trust (even claims for which no objection was filed by the Debtor), and the Trust provides notice of such date on its website.
25. All qualified pre-petition settlements/judgments cannot be paid in the aggregate more than \$10 million.
26. The Trust cannot pay any qualified pre-petition settlements or judgments until all such claims are resolved.
27. Foreign Claims are not payable by the Trust unless the holder files a lawsuit in the United States.
28. All Foreign Claims are classified in disease category "C", where it is unlikely that payment will equal the filing fee.
29. If the Injured Party's only Product Contact is Secondary, the Injured Party must have been diagnosed with malignant mesothelioma for the Claim to be compensable.

Deadlines and Warnings:

1. All Settled GST Asbestos Claims and Pre-Petition Judgment GST Asbestos Claims must be submitted to the Trust within three (3) months after the Trust first makes Claim Forms available and provides notice of such date on its website.

2. Claims subject to, and in compliance with, an Asbestos Claims Bar Date must be submitted to the Trust within the later of (i) the statute of limitations applicable under non-bankruptcy law in the jurisdiction where a claim against a Debtor was filed or, if not filed, could have been timely and properly filed (including any extension of time by operation of 11 U.S.C. Section 108(c)), and (ii) two (2) years after the Trust first makes Claim Forms available and provides notice of such date on its website.
3. Claims that were subject to an Asbestos Claims Bar Date but are not in compliance with such Asbestos Claims Bar Date are barred and not compensable under the CRP unless relief has been obtained from the Bankruptcy Court, in which case the Claim must be submitted to the Trust within the deadline described in the previous paragraph.
4. Claims not subject to an Asbestos Claims Bar Date must be filed within the later of (i) the statute of limitations applicable under non-bankruptcy law in the jurisdiction where a claim against a Debtor could have been timely and properly filed (including any extension of time by operation of 11 U.S.C. § 108(c)), including, but not limited to, any state where Coltec/GST Product Contact occurred, the Claimant's state of residence, and the state of North Carolina or any other state of a Releasee's residency or incorporation, (ii) two (2) years after the Trust first makes Claim Forms available and provides notice of such date on its website, and (iii) two (2) years after the date of diagnosis.
5. If the Claimant fails to certify that the Claim is ready for review before the end of a one-year deferral period, such Claim shall be stricken and not be eligible for payment by the Trust.
6. After reviewing a Claim, the Trust shall either approve the Claim for payment or provide the Claimant with a list of deficiencies that preclude a settlement offer. The Claimant shall have six (6) months in which to respond to these deficiencies to attempt to obtain a settlement offer. If the Trust does not receive a response within six (6) months, the Trust shall reject the Claim.
7. Once rejected, the statute of limitations will start to run from when it left off at the time of original filing with the Trust.
8. If a rejected Claim is re-submitted, the Claimant shall be required to pay a new filing fee.
9. If a Claimant withdraws a Claim, such Claim will not be eligible for payment by the Trust.

Compensable Diseases:

The Trust is authorized to compensate the following diseases: malignant mesothelioma, asbestos-related cancers (lung, colo-rectal, laryngeal, esophageal, pharyngeal, or stomach), severe asbestosis, disabling asbestosis, and non-disabling asbestosis. (See CRP section 2.2).

Claim Valuation:

If the medical and exposure requirements are satisfied, then the amount that the Claimant is eligible to receive (the Matrix Amount) is determined through the use of published formulas in Appendix I of the CRP (Expedited Claim Review) and Appendix II (Extraordinary Claim Review), based on the individual characteristics of the Injured Party, such as occupation, industry, disease, age, life status, number of dependents, economic loss, duration of exposure to asbestos in Coltec Products and/or GST Products, jurisdiction (in the case of Present Claims), and law firm (in the case of Present Claims). (See CRP, Appendices I and II).

Medical Requirements:

All diagnoses must be accompanied by either: (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to asbestos and the diagnosis, or (ii) a history of exposure to asbestos fibers or dust sufficient to establish a 10-year latency period. Such statement may take the form of information in the Injured Party's medical records or reports (i.e., exposure history).

All diagnoses must be made by a board-certified physician in an appropriate specialty, whose license and certification are not (or were not at the time of the diagnosis) on inactive status, to a level of reasonable medical probability. The medical evidence submitted must comply with recognized medical standards, including those regarding equipment, testing, methods, and procedures to assure that such evidence is reliable. Pulmonary function testing, where required, must be performed using equipment, methods of calibration, and techniques that meet the lung function testing criteria adopted by the American Thoracic Society ("ATS") current as of the date the test is performed.

Any diagnosis of asbestosis (including in connection with asbestos-related lung cancer or other cancer) must be made by (i) a board-certified pathologist, who personally reviewed the Injured Party's pathology, or (ii) a board-certified internist, pulmonologist, radiologist, or occupational medicine physician who actually examined the Injured Party or reviewed and listed relevant medical records, with findings contained in a narrative written report. (See CRP section 6.6).

Coltec/GST Product Contact Requirements:

All Claimants, other than malignant mesothelioma Claimants, must credibly demonstrate to the Trustee's satisfaction that the Injured Party had at least six (6) months of total Coltec/GST Product Contact during the Injured Party's career (or the career of the occupationally exposed person in the case of Secondary Coltec/GST Product Contact). Claims involving Injured Parties with malignant mesothelioma must credibly demonstrate Coltec/GST Product Contact to the Trustee's satisfaction, but there is no six-month minimum; however, a shorter duration of Coltec/GST Product Contact will proportionately decrease the valuation of such a Claim. If an Injured Party's only Coltec/GST Product Contact is Secondary Coltec/GST Product Contact, the Trust shall only make a settlement offer if the Injured Party has been diagnosed with malignant mesothelioma. If the Claimant experienced Coltec/GST Product Contact while confined to a ship at sea for fifty (50) days, the Trust shall consider the fifty (50) days of exposure equivalent to six (6) months of total Coltec/GST Product Contact.

"Coltec/GST Product Contact" means Direct Coltec Product Contact, Direct GST Product Contact, Bystander Coltec/GST Product Contact and Secondary Coltec/GST Product Contact or any combination of the four.

"Direct Coltec Product Contact" means the Injured Party's hands-on performance of one of the following workplace activities on a regular basis: (a) grinding, scraping or wire brushing of asbestos gaskets contained in a Coltec Product in the removal process; (b) cutting individual gaskets from asbestos sheet material for installation in a Coltec Product; or (c) cutting or removal of asbestos packing contained within a Coltec Product.

“Direct GST Product Contact” means the Injured Party’s hands-on performance of one of the following workplace activities on a regular basis: (a) grinding, scraping or wire brushing of Garlock asbestos gaskets in the removal process; (b) cutting individual gaskets from Garlock asbestos sheet material; or (c) cutting or removal of Garlock asbestos packing.

“Bystander Coltec/GST Product Contact” means the Injured Party’s performance of job duties on a regular basis in close proximity to a worker who is performing activities that qualify as Direct Coltec Product Contact or Direct GST Product Contact in a time frame that is reasonably contemporaneous.

“Secondary Coltec/GST Product Contact” means regular contact with asbestos fibers or dust from Coltec Products and/or GST Products through contact with someone who had Direct Coltec Product Contact, Direct GST Product Contact or Bystander Coltec/GST Product Contact. The Claimant must demonstrate that the occupationally exposed person experienced Direct Coltec Product Contact, Direct GST Product Contact or Bystander Coltec/GST Product Contact.

For all Coltec/GST Product Contact, Claimants must provide (i) identification (by name, address or other description) of the residence(s), plant(s), ship(s), or commercial building(s), and, if applicable, the city and state where Coltec/GST Product Contact allegedly occurred; (ii) the month and year(s) Coltec/GST Product Contact began and ended; (iii) the Injured Party’s occupation, job title, and employer(s) at the time of Coltec/GST Product Contact (or, in the case of Secondary Coltec/GST Product Contact, the occupation, job title, and employer(s) of the occupationally exposed person at the time of Coltec/GST Product Contact); (iv) identification of the type of Coltec Product and/or GST Product with which the Injured Party had contact; and (v) the manner in which the Injured Party experienced Coltec/GST Product Contact. If a Claimant does not know the Injured Party’s exact month or year of exposure or the job title or employer for any period of time, he or she shall explain the reason for the lack of knowledge.

All information required above, including the Injured Party’s occupation, must be evidenced by (a) interrogatories, declarations, depositions, testimony, or other sworn statements verified or made under penalty of perjury by a person who is competent to testify to the information contained therein, providing sufficient background information to explain how such person acquired the personal direct knowledge of such facts; or (b) other credible and authentic documents (such as, for example, union membership records, military records and social security records). (See CRP section 6.7(b)).

Reliable Information

Although the Trust will not strictly apply rules of evidence and authenticity standards, information provided in support of a Claim, including evidence of Coltec/GST Product Contact, must be, at a minimum, reliable, meaningful and credible so that the Trustee is fully informed regarding the foundations for facts asserted in support of the Claim and is able to determine whether the Injured Party was exposed on a regular basis to asbestos fibers or dust from Coltec Products and/or GST Products to the extent required by the standards set forth in Appendix I for the Injured Party’s Contact Group. Medical information submitted in support of a Claim must comply with recognized

medical standards (including, but not limited to, standards regarding equipment, testing methods, and procedures). (See CRP section 7.1).

Claim Filing Fees:

To be processed by the Trust, Claimants must submit a filing fee in the amount of: (i) \$100 for Category A Claims (i.e., mesothelioma Claims); (ii) \$75 for Category B Claims (i.e., lung cancer Claims); and (iii) \$50 for Category C Claims (i.e., all other disease Claims). The fees shall be refunded in full to a Claimant who receives and accepts payment of a settlement offer from the Trust. (See CRP section 8.2).

Settled Claims and Pre-Petition Judgments:

With respect to Settled GST Asbestos Claims, if the Debtors did not agree that the settlement was enforceable as indicated on Appendix VI of the CRP, the Claim is payable as a Settled GST Asbestos Claim only if the Trust determines that the settlement is enforceable under applicable law. Settled GST Asbestos Claims that were disallowed by the Bankruptcy Court may submit Claims to the Trust for consideration as non-Settled GST Asbestos Claims.

A Claimant may submit a Claim to the Trust pending receipt of relief from the Bankruptcy Court with respect to the Settled Claims Bar Date, but the Trust will not process any such Claim until the subject Claimant provides evidence that relief from the Bankruptcy Court has been obtained.

A total fund of \$10 million will be available to pay Settled GST Asbestos Claims (the “Settled Claims Maximum”). (See CRP section 3.5).

For instructions on submitting Settled GST Asbestos Claims, please separately refer to the Proof of Claim Form for Pre-Petition Judgment GST Asbestos Claims and Settled GST Asbestos Claims.

Hardship Claims:

An otherwise qualified Claim qualifies for payment as a “Hardship Claim” if (i) the Claim is an asbestos-related malignancy claim, and (ii) the Trustee, in his or her sole discretion, determines (a) that the Claimant needs financial assistance on an immediate basis based on the Claimant’s expenses and all sources of available income, and (b) that the Claimant’s dire financial condition is a result of the Claimant’s asbestos-related disease. Request for consideration as a Hardship Claim must be sent to the Trust for approval. (See CRP section 4.2)

Foreign Claims:

Foreign Claims are not compensable under the CRP unless the holder of a Foreign Claim files a lawsuit in the United States. All information submitted to the Trust must be in English.

If the Injured Party is suffering from mesothelioma, the settlement amount shall be \$100; if the Injured Party is suffering from asbestos-related lung cancer or severe asbestosis, the settlement amount shall be \$50; if the Injured Party is suffering from asbestos-related other cancer or disabling asbestosis, the settlement amount shall be \$25; and if the Injured Party is suffering from non-disabling asbestosis, the settlement amount shall be \$10. (See CRP section 4.5)

Worker's Compensation Exclusions:

If there is any recovery under the Debtors' Workers Compensation insurance, the Trust shall not have any liability with respect to the Claim. (See CRP section 4.6)

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