

**Subject: Instructions for Filing a Claim with the ABB Lummus Global Inc. 524(g)
Asbestos PI Trust**

Dear Plaintiff Counsel:

The ABB Lummus Global Inc. 524(g) Asbestos PI Trust (the “Trust”) was established as a result of the bankruptcy of ABB Lummus Global Inc. The Trust is organized to process, liquidate and pay valid asbestos personal injury claims in accordance with the Lummus 524(g) Asbestos PI Trust Distribution Procedures (the “TDP”), which were approved by the bankruptcy court.

This memorandum provides an overview of how to file a claim with the Trust and is intended to assist claimants in filing a complete and valid claim. Please be advised that the TDP actually classifies and defines claims as either Lummus Feedwater Heater Claims or Lummus Design and Construction Claims, the latter referred to as Lummus Non-Feedwater Heater Claim in these instructions. The legal requirements for a valid claim, however, are set forth in the TDP. A copy of the TDP is attached. This memorandum is sent on behalf of the Trust by Verus Claims Services (“Verus”), the Trust’s claims processor. The Trust’s Procedures for Reviewing and Liquidating TDP Claims (“Procedures”) may be found on the Trust’s webpage at www.ABBLummusTrust.org or on Verus’s webpage at www.verusllc.com. The Claim Form for Lummus Non-Feedwater Heater Claims is Exhibit A to the Procedures. The Claim Form for Lummus Feedwater Heater Claims is Exhibit B to the Procedures. Electronic filing instructions may be obtained from Verus or downloaded from www.ABBLummusTrust.com.

This memorandum is divided into four parts. The first part describes the mechanics for filing a claim with the Trust. The second part addresses how a claim is processed by the Trust. The third part provides an overview of the requirements for a valid claim under the TDP. The fourth part explains how a claim is paid.

How do I file a claim with the Trust?

Required Paperwork

To file a claim, you must submit a completed Claim Form along with the required supporting documentation. The supporting documentation is discussed below. You may submit your claim to the Trust using either (1) the enclosed Claim Form or (2) electronic submission upload to the Trust’s electronic filing system, or (3) by email in Excel format. A sample copy of the Claim Form in Excel format is enclosed herewith. You may

use or include supporting claim materials in PDF or TIFF format. All material must be sent to the Trust by mail, fax, direct upload or by email using the following address:

ABB Lummus Global Inc. 524(g) Asbestos PI Trust
c/o Verus Claims Services, LLC
3967 Princeton Pike
Princeton, NJ 08540
Telephone: (609) 466-0427
Fax: (609) 466-1449
[Email: support@verusllc.com](mailto:support@verusllc.com)
Webpage: <https://abb.verusllc.com/FWCS>

You should make every effort to submit the Claim Form and all required documentation at the same time. Questions regarding the Claim Form and the claim process may be directed to: support@verusllc.com.

Prior Claims

The Trust will review each claim to determine whether the claimant has previously received a payment from ABB Lummus Global Inc. or from the Trust or been settled by ABB Lummus Global Inc. The Trust will review any release executed by the claimant to determine eligibility for compensation from the Trust. The Claim Form requires the submission to the Trust of any previously executed release involving ABB Lummus Global Inc. or the Trust. See Claim Form, Part 10.

Deadline

Other than the statute of limitations, discussed below, claims are not subject to a deadline for filing with the Trust.

Statute of Limitations

All claims must be filed before the expiration of the relevant statute of limitations. See Section 5.1(a)(2) of the TDP for details on the application of the statute of limitations.

Disease Levels

Claims are categorized by eight asbestos- related disease levels. The Disease Levels are Mesothelioma (Level VIII), Lung Cancer 1 (Level VII), Lung Cancer 2 (Level VI), Other Cancer (Level V), Severe Asbestosis (Level IV), Asbestosis/Pleural Disease (Level III), Asbestosis/ Pleural Disease (Level II), and Other Asbestos Disease (Level I). See Claim Form, Part 6. Each Disease Level has been assigned medical and exposure criteria; seven have Scheduled Values, and five have ranges of values, as well. The values have been determined with the intention of

achieving a fair allocation of the Trust's funds among claimants suffering from different diseases in light of current and historical information regarding claims against ABB Lummus Global Inc.

How will my claim be processed?

Processing Order

In general, claims will be processed in the order received by the Trust on a first-in-first-out basis.

Liquidation of Claims

The claimant must choose either Expedited Review or Individual Review. Claims for Lung Cancer 2 (Level VI) must be submitted to Individual Review. See Claim Form, Part 1.

Expedited Review

Expedited review is explained at section 5.2(a) of the TDP. Under Expedited Review, the Trust will determine whether the claim presumptively meets the medical and exposure criteria for one of the seven Disease Levels eligible for Expedited Review, and will advise the claimant of its determination. If a Disease Level is determined, the Trust will assign the claim the established Scheduled Value for the claim depending on the Disease Level. The Disease Levels and Scheduled Values are set forth at section 5.2(b)(3) of the TDP, and reproduced below. The Trust will tender to the claimant an offer of payment based on that value.

Because the Trust assigns the Scheduled Value to a determined Disease Level, the claimant may pre-accept a claim settlement offer with the filing of the Claim Form by checking the appropriate box on the Claim Form. (See Claim Form, Part 1). If the claimant pre-accepts a claim settlement offer, the claimant must submit an executed release with the Claim Form and the claimant accepts a settlement offer of the Scheduled Value at the Disease Level indicated on the Claim Form or at a higher Disease Level.

If the claimant does not pre-accept a claim settlement offer, a settlement offer will be tendered to the claimant for acceptance or rejection. If the claimant accepts the offer, the claim will be placed in line for payment upon receipt of an executed release. The claimant accepts the offer by tendering the release.

If the claimant rejects the offer, the claimant may request Individual Review.

If the Trust concludes that a claim does not meet the medical and/or exposure criteria for one of the Disease Levels, the Trust will deny the claim. If the Trust denies the claim, the claimant may request Individual Review.

Individual Review

The Trust's Individual Review process provides a claimant with an opportunity for individual consideration and evaluation of a claim. Claimants holding claims in the more serious Disease

Levels IV, V, VII and VIII will be eligible to seek, and claimants holding claims in Disease Level VI will be required to undergo, Individual Review of the liquidated value of their claims, as well as of their medical and/or exposure evidence. Claimants whose claims fail to meet the presumptive Medical and/or Exposure Criteria for Disease Levels II and III are also eligible to seek Individual Review. For Disease Levels II and III, if the Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the Trust may offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level, unless the claim qualifies as an Extraordinary Claim as described in Section 5.3(a) of the TDP. If the Trust determines that the claim is deficient or does not qualify for payment, then the Trust will issue a notice of deficiency to the claimant or deny the claim, as applicable.

For Disease Levels IV – VIII, the Individual Review process is intended to result in payments equal to the full liquidated value for each claim multiplied by the Payment Percentage. The Payment Percentage is discussed below. If the Trust concludes that the claim has merit, the Trust will assign a value based on the range of values provided in section 5.2(b)(3) of the TDP; however, the liquidated value of any claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels IV – VIII will not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.2(b)(3) of the TDP, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.3(a) of the TDP.

Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review process will necessarily be paid the liquidated value of the claims later than would have been the case had the claimant elected the Expedited Review process. If the claimant is seeking Individual Review, Parts 12, 13, 14 and 15 of the Claim Form must be completed to the extent applicable.

Valuation Factors to be Considered in Individual Review

The Trust will liquidate the value of each claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The Trust will thus take into consideration 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/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) evidence that the claimant's damages were (or were not) caused by asbestos exposure, including Lummus Exposure, (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; and (v) settlements, verdicts and the claimant's and other law firms' experience in the Claimant's Jurisdiction (as that term is described below) for similarly situated claims.

The Claimant's Jurisdiction

For purposes of filing a claim pursuant to the Individual Review process, the Claimant's Jurisdiction is the jurisdiction in which the claim was filed (if at all) against ABB Lummus Global Inc. in the tort system prior to April 21, 2006. If the claim was not filed against ABB Lummus Global Inc. in the tort system prior to April 21, 2006, the claimant may elect as the Claimant's Jurisdiction either (i) the jurisdiction in which the claimant resides at the time of diagnosis, (ii) the jurisdiction in which the claimant resides when the claim is filed with the Trust, or (iii) any jurisdiction in which the claimant experienced Lummus Exposure. Notwithstanding the foregoing, if a claim is asserted by the official representative and the Claimant's Jurisdiction would be Alabama under the provisions of the preceding sentence such that the claim asserted would arise under the Alabama Wrongful Death Statute, then the Claimant's Jurisdiction will be the Commonwealth of Pennsylvania for purposes of evaluating the claim. See Claim Form, Part 14.

Negotiations

In the Individual Review process, the Trust will either deny the claim or assign a value as described above. The Trust will tender to the claimant an offer based on that assigned value.

Individual Review contemplates a negotiation process between the claimant and the Trust. The claimant may, therefore, make a counter-offer to the Trust without terminating the Individual Review process. Verus, on behalf of the Trust, and the claimant may engage in continued negotiations. If the negotiations do not result in an agreement, the Trust will nevertheless make a final offer to the claimant. The Trust and the claimant will use their best efforts to complete negotiations within thirty (30) days after the Trust has made an offer. Individual Review does not end until the claimant agrees to a settlement amount or rejects the final offer in writing, or the Trust disallows the claim.

If the claimant accepts the offer, the claim will be placed in line for payment upon receipt by the Trust of the executed release.

If the claimant rejects the offer, the claimant may request binding or non-binding arbitration. See Section 5.9 of the TDP for arbitration provisions. The Trust will issue a notice of completion of Individual Review setting a thirty (30) day deadline for the claimant to demand arbitration. For form notices and further information regarding arbitration, see the Procedures on the web pages referenced above.

Extraordinary and Exigent Hardship Claims

The TDP provide for Extraordinary Claims and for Exigent Hardship Claims. For details, see Sections 5.3(a) and 5.3(b) of the TDP, respectively, and the Procedures on the webpages referenced above. See also, Claim Form, Part 2.

Liquidated Claim

If the Trust and the claimant agree on the value of a claim or if the claim is determined by arbitration or court judgment, the claim will have been liquidated under the TDP and eligible for payment. Liquidated claims will be paid on a percentage basis by application of the Payment Percentage, discussed below. With the exception of Disease Level I claims, no claimant shall receive a payment greater than the Payment Percentage multiplied by the liquidated value of the claim.

What are the requirements for a valid claim under the TDP?

General Requirements

A claimant who establishes with a medical examination that he is suffering from one of the Disease Levels listed below, and who provides evidence of ABB Lummus Global Inc. exposure, may be eligible for the Scheduled Values for the relevant Disease Level.

All claimants are required to submit a complete Claim Form with the required supporting documentation. At a minimum, the supporting documentation consists of a medical report from the diagnosing physician and a death certificate, if applicable.

The following chart sets forth the Medical/Exposure Criteria for each of the eight Disease Levels covered by the TDP. This chart is intended as a general guideline for a valid claim. As stated throughout this instructional memorandum, the TDP must be consulted to determine whether the claim satisfies the requirements for a valid claim. See Section 5.2(a)(3) of the TDP.

Disease Level

Medical/Exposure Criteria

Mesothelioma (Level VIII)

(1) Diagnosis¹ of mesothelioma and (2) Lummus Exposure.²

Lung Cancer 1 (Level VII)

(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease³, (2) six months Lummus Exposure, (3) Significant Occupational Exposure⁴, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the lung cancer in question.

Lung Cancer 2 (Level VI)

(1) Diagnosis of a primary lung cancer, (2) Lummus Exposure, and (3) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the lung cancer in question. Lung Cancer 2 (Level VI) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer 1 (Level VII) claims. All claims in this Disease Level will be individually evaluated. The estimated likely average of the individual evaluation awards for this category is \$1,000.00 for Lummus Feedwater Heater Claims and \$5,000.00 for Lummus Design and Construction Claims, with such awards capped at \$4,000.00 for Lummus Feedwater Heater Claims and \$30,000.00 for Lummus Design and Construction Claims unless the claim qualifies for Extraordinary Claim treatment.

Level VI claims that show no evidence of either an underlying Bilateral Asbestos-Related Nonmalignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims will be treated as having any significant value, especially if the claimant is also a Smoker.⁵ In any event, no presumption of validity will be available for any claims in this category.

¹ The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of the TDP are set forth in Section 5.6 of the TDP.

² The term “Lummus Exposure” is defined in Section 5.6(b)(3) of the TDP.

³ Evidence of “Bilateral Asbestos-Related Nonmalignant Disease” for purposes of meeting the criteria for establishing Disease Levels I, II, V, and VII, means a report submitted by a qualified physician stating that the claimant has or had an X-ray reading of 1/0 or higher on the ILO scale, or bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification (or, solely for claims filed against ABB Lummus Global Inc. or another asbestos defendant in the tort system prior to April 21, 2006, if an ILO reading is not available, a chest X-ray reading that indicates bilateral interstitial fibrosis, bilateral interstitial markings, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with, or compatible with, a diagnosis or asbestos-related disease).

⁴ The term “Significant Occupational Exposure” is defined in Section 5.6(b)(2) of the TDP.

⁵ There is no distinction between Non-Smokers and Smokers for either Lung Cancer (Level VII) or Lung Cancer (Level VI), although a claimant who meets the more stringent requirements of Lung Cancer (Level VII) (evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the Trust. In such a case, it is anticipated that the liquidated value of the claim might well exceed the Scheduled Value for Lung Cancer (Level VII). “Non-Smoker” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

Disease Level

Medical/Exposure Criteria

Other Cancer (Level V)

(1) Diagnosis of a primary colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months cumulative Lummus Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the other cancer in question.

Severe Asbestosis (Level IV)

(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestos⁶, plus (a) TLC less than 65%, or (b) FVC less than 65% and FEV1/FVC ratio greater than 65%, (2) six months Lummus Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the pulmonary deficit in question.

Asbestosis/Pleural Disease (Level III)

Diagnosis of asbestosis with ILO of 1/0 or greater or asbestosis determined by pathology, or Bilateral Asbestos-Related Nonmalignant Disease of B2 or greater, plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%, and (2) six months Lummus Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the pulmonary deficit in question.

Asbestosis/Pleural Disease (Level II)

(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, and (2) six months Lummus Exposure, and (3) five years cumulative occupational exposure to asbestos.

Other Asbestos Disease (Level I – Cash Discount Payment)

(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease or an asbestos-related malignancy (except mesothelioma), and (2) Lummus Exposure.

The following chart sets forth the “Scheduled Value” for each Disease Level under Expedited Review. The chart also includes the range of values for severe asbestosis (Disease Level IV) and malignancies (Disease Levels V-VIII) used for Individual Review. See Section 5.2(b)(3) of the TDP.

⁶Proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “Asbestos-associated Diseases,” Vol. 106, No. 11, App. 3 (October 8, 1982) and Pulmonary Function testing.

Lummus Design and Construction Claims

Scheduled Disease	Scheduled Value	Average Value	Maximum Value
Mesothelioma (Level VIII)	\$25,000	\$60,000	\$400,000
Lung Cancer 1 (Level VII)	\$7,500	\$12,500	\$75,000
Lung Cancer 2 (Level VI)	Subject to Individual Review	\$5,000	\$30,000
Other Cancer (Level V)	\$2,500	\$5,000	\$15,000
Severe Asbestosis (Level IV)	\$7,500	\$12,500	\$75,000
Asbestosis (Level III)	\$3,000	Scheduled Value	Scheduled Value
Asbestosis/Pleural Disease (Level II)	\$2,000	Scheduled Value	Scheduled Value
Other Asbestos Disease (Cash Discount Payment) (Level I)	\$200	None	None

Lummus Feedwater Heater Claims

Scheduled Disease	Scheduled Value	Average Value	Maximum Value
Mesothelioma (Level VIII)	\$1,000	\$6,000	\$25,000
Lung Cancer 1 (Level VII)	\$1,000	\$2,000	\$8,000
Lung Cancer 2 (Level VI)	Subject to Individual Review	\$1,000	\$4,000
Other Cancer (Level V)	\$550	\$700	\$1,000
Severe Asbestosis (Level IV)	\$1,000	\$2,000	\$8,000
Asbestosis (Level III)	\$400	Scheduled Value	Scheduled Value
Asbestosis/Pleural Disease (Level II)	\$200	Scheduled Value	Scheduled Value
Other Asbestos Disease (Cash Discount Payment) (Level I)	\$100	None	None

Medical Evidence

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 asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period.

In order to expedite the processing of claims and minimize expense, with the consent of the claimant, the Trust will use available results of previous reviews of medical records for other asbestos defendants by Verus for the verification of the claimed medical condition. See Claim Form, Part 6. If the claimant does not consent to the use of available previous medical reviews, medical records must be submitted with the Claim Form. Even if the claimant consents to the use of available previous medical reviews, the Trust may request further medical documentation.

For further details regarding medical evidence required for a valid claim, see Section 5.6(a) of the TDP.

Exposure Evidence

In General

To meet the presumptive exposure requirements for Expedited Review, the claimant must show (i) for all Disease Levels, Lummus Exposure (as described below); (ii) for Disease Level II, six months Lummus Exposure, plus five years cumulative occupational asbestos exposure; and (iii) for Disease Levels III, IV, V or VII, the claimant must show six months Lummus Exposure, plus Significant Occupational Exposure (as described below) to asbestos. If the claimant cannot meet the requirements of presumptive exposure for a Disease Level for Expedited Review, the claimant may seek Individual Review of his or her evidence of ABB Lummus Global Inc. exposure. For further details regarding exposure evidence required for a valid claim, see Section 5.6(b) of the TDP. See also, Claim Form, Part 7.

Lummus Exposure

In general, to qualify for any Disease Level, the claimant must demonstrate exposure to asbestos or asbestos-containing products that occurred on or before December 31, 1982, for which ABB Lummus Global Inc. has legal responsibility. The Claim Form requires the claimant to list the occupation and industry in which the claimant worked at the time the ABB Lummus Global Inc. exposure occurred. See Claim Form, Part 7. Attached hereto as Exhibits A and B are the ABB Lummus Global Inc. Occupation Codes and ABB Lummus Global Inc. Industry Codes, respectively. Please use the specified codes in designating the claimant's occupation and industry for purposes of completing the Claim Form. Evidence of the ABB Lummus Global Inc. exposure may be submitted by affidavit of the claimant or a family member, invoices, employment, construction or similar records, court documents or other credible evidence. Execution of a fully completed Claim Form under penalty of perjury will be considered evidence of exposure. See Claim Form, Part 9.

Significant Occupational Exposure

Claims submitted for Disease Levels III, IV, V or VII must demonstrate Significant Occupational Exposure in order to meet the presumptive exposure requirements for Expedited Review. “Significant Occupational Exposure” means employment for a cumulative period of at least five years in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to raw asbestos fibers; or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b) and/or (c).

How will I receive payment if I have a valid claim?

Except for Disease Level I, once a claim is liquidated, it is placed in line for payment. The order of payment is based on the date of the liquidation of the claim. For Expedited Review and Individual Review, the liquidation date is the date Verus determines that the claim is ready for submission to the Trustee for approval as defined in the Procedures. With the exception of claims for Disease Level I (Other Asbestos Disease – Cash Discount Payment), the claimant will receive a payment equal to the Payment Percentage multiplied by the liquidated value of the claim. Disease Level I claims receive a fixed dollar amount without application of the Payment Percentage. Prior to payment, the Trust will require that the claimant execute a release (release form attached). If the claimant is represented by an attorney, the payment shall be made to the attorney on behalf of the claimant. If the claimant is not represented by an attorney, the payment will be made directly to the claimant.

Payment Percentage

All claims, except Disease Level I, are subject to the Payment Percentage. The Payment Percentage is the percentage of the full liquidated value of a claim that claimants will receive from the Trust. The Payment Percentage is calculated based on the Trust’s estimate of the number, types and values of present and future claims and the value and liquidity of the Trust’s assets after considering the Trust’s operating expenses. See Section IV of the TDP. Currently, the Payment Percentage is 9.5%.

Annual Limits

To assure that the Trust has adequate resources to pay similarly situated present and future claims in similar amounts, the Trust may only pay a maximum amount on all liquidated claims in any year. See Section 2.4 of the TDP. In addition, 80% of the maximum annual amount must be used to pay claims in Disease Levels IV-VIII and 20% to pay claims in the other Disease Levels. See Section 2.5 of the TDP. If the Trust has insufficient funds under the maximum annual

allowance to pay all liquidated claims by category in a year, the claims will be carried over to the next year and will retain their priority in the payment line.

Very truly yours,

Dan Myer

Enclosures:

Claim Form

Release Form

TDP

Claim Form in Excel format (sample copy)