

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

SEBAGO, INC., and FLINT VILLAGE PLAZA,)
LLC, On Behalf Of Themselves and All Others)
Similarly Situated,)

Plaintiffs,)

vs.)

BEAZER EAST, INC., f/k/a Koppers Company,)
Inc., MANVILLE CORPORATION and)
SCHULLER INTERNATIONAL, INC.,)

Defendants.)

Civil Action No. 96-10069-MLW

Civil Action No. 96-10656-MLW

DOUGLAS KOVATCH and TOWER PARK, L.C.,)
On Behalf Of Themselves and All Others)
Similarly Situated,)

Intervenors,)

vs.)

JOHNS MANVILLE CORPORATION and)
JOHNS MANVILLE INTERNATIONAL, INC.,)

Defendants.)

**TO: OWNERS OF BUILDINGS IN THE UNITED STATES ON WHICH PHENOLIC FOAM
ROOFING INSULATION ("PFRI") MANUFACTURED BY JOHNS MANVILLE
CORPORATION IS INSTALLED OVER A METAL ROOF DECK**

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.
YOUR RIGHTS MAY BE AFFECTED
BY LEGAL PROCEEDINGS DESCRIBED IN THIS NOTICE.

THIS IS A NOTICE OF:

- 1) THE PROPOSED PARTIAL SETTLEMENT OF A CLASS ACTION LAWSUIT;**
- 2) THE PROPOSED CERTIFICATION OF A SETTLEMENT CLASS; AND**
- 3) A HEARING ON THE PROPOSED SETTLEMENT AND CERTIFICATION**

Table of Contents

Page

1.	WHY SHOULD I READ THIS NOTICE?.....	1
2.	WHAT IS THE LAWSUIT ABOUT?	1
3.	WHAT IS JOHNS MANVILLE PHENOLIC FOAM ROOF INSULATION ("JM PFRI")?	2
4.	HOW DO I KNOW IF I HAVE JM PFRI?.....	3
5.	WHO IS COVERED BY THE PROPOSED SETTLEMENT?	4
6.	WHO CAN RECOVER BENEFITS UNDER THE SETTLEMENT?	4
7.	WHAT BUILDINGS ARE NOT ELIGIBLE BUILDINGS UNDER THE PROPOSED SETTLEMENT WITH JOHNS MANVILLE?.....	6
8.	WHAT ARE THE MONETARY BENEFITS OFFERED BY THE SETTLEMENT?	6
9.	HOW WAS THE SETTLEMENT COMPENSATION DETERMINED?	7
10.	WHAT ARE THE NON-MONETARY BENEFITS OFFERED BY THE SETTLEMENT?.....	9
11.	WHY ARE THE CLAIMS AGAINST JOHNS MANVILLE BEING SETTLED?	10
12.	WHEN WILL THE SETTLEMENT BECOME EFFECTIVE?	11
13.	DO I NEED TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT?.....	11
14.	HOW DO I MAKE A CLAIM?.....	11
15.	IS ALL CORROSION TO METAL ROOF DECKS ATTRIBUTABLE TO PFRI?	12
16.	HOW IS JM PFRI DIFFERENT FROM BEAZER PFRI?	12
17.	HOW WILL DISPUTES REGARDING CLAIMS BE RESOLVED?	13

Table of Contents

	<u>Page</u>
18. WHAT IF I ALREADY REPLACED THE JM PFRI IN MY ROOF?	13
19. WHAT IF I SOLD MY BUILDING?	13
20. WHAT IF THE JM PFRI ON MY METAL ROOF DECK IS STILL IN GOOD CONDITION?	13
21. WHO REPRESENTS THE SETTLEMENT CLASS?	13
22. HOW WILL CLASS COUNSEL’S FEES AND EXPENSES BE PAID?	14
23. WHEN, WHERE AND WHY IS A HEARING BEING HELD?	14
24. MAY A SETTLEMENT CLASS MEMBER FILE A WRITTEN STATEMENT SUPPORTING OR OPPOSING THE SETTLEMENT?	14
25. WHAT IF THE SETTLEMENT IS NOT APPROVED BY THE COURT?	15
26. IS THERE ANY OTHER WAY IN WHICH THE SETTLEMENT MAY NOT BECOME FINAL?	15
27. HOW CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?	16
28. WHAT DO I RELEASE IN THE SETTLEMENT?	16
29. DOES MY PARTICIPATION IN THE SETTLEMENT RELEASE JOHNS MANVILLE OR ANY OTHER ROOFING MEMBRANE MANUFACTURER FOR ANY ROOFING SYSTEM WARRANTY APPLICABLE TO MY ROOF?	17
30. WHAT IF MY BUILDING ALSO CONTAINS BEAZER PFRI?	17
31. WHY ARE THERE DIFFERENT SETTLEMENTS, AND DIFFERENT SETTLEMENT TERMS, FOR OWNERS OF BUILDINGS CONTAINING JOHNS MANVILLE PFRI AND OWNERS OF BUILDINGS CONTAINING BEAZER PFRI?	17
32. WHERE DO I GET ADDITIONAL INFORMATION?	19
33. WHAT IF MY ADDRESS CHANGES OR IS INCORRECT?	19

1. WHY SHOULD I READ THIS NOTICE?

If you owned or currently own a building in the United States that (a) contains or contained Phenolic Foam Roofing Insulation ("PFRI") manufactured, sold or distributed by Johns Manville International, Inc. or Manville Sales Corporation ("JM" or "Johns Manville") and (b) the PFRI manufactured by JM ("JM PFRI") is or was in direct or indirect contact with a metal roof deck, your building may be considered an "Eligible Property" under the proposed settlement with JM (the "Settlement"), your rights may be affected by the Settlement, and you may be able to receive a payment under the Settlement.

On June 30, 2000, the District Court entered an Order granting preliminary approval of the Settlement with Johns Manville. The District Court retains the authority to alter any deadline for good cause shown.

2. WHAT IS THE LAWSUIT ABOUT?

Douglas Kovatch ("Kovatch") and Tower Park, L.C. ("Tower") each own buildings with JM PFRI. Tower has a Single-Ply membrane (SPM) roof system with JM PFRI, and Kovatch has a built-up (BUR) roof system with JM PFRI. These and other plaintiffs are the named plaintiffs in a lawsuit pending in federal court in Boston, Massachusetts captioned: Sebago, Inc. and Flint Village, LLC, et al. v. Beazer East, Inc. f/k/a Koppers Company, Inc., Johns Manville Corporation, et al., Civil Action Nos. 96-10069 and 96-10656 (the "Litigation"), United States District Court, District of Massachusetts (the "Court").

The Plaintiffs allege that JM and Beazer East, Inc., formerly known as Koppers Company, Inc. ("Beazer"), manufactured, distributed and sold PFRI to roofing wholesalers, contractors and property owners throughout the United States. Beazer made PFRI from 1980 to January 17, 1989, when it sold the manufacturing process and facilities to JM. JM thereafter manufactured, marketed and sold PFRI until approximately March 31, 1992. Plaintiffs allege that when exposed to moisture or humidity, PFRI releases acid which is corrosive to metal roof decks. The Plaintiffs have raised claims against JM and Beazer based on breach of express and implied warranties, a federal statute known as the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§1962(c) and (d) ("RICO"), common law fraud, negligent misrepresentation, negligence, product liability, and violation of various state deceptive trade practices statutes.

Both JM and Beazer have denied the plaintiffs' claims and allegations, and deny that they are liable to the Plaintiffs or the Settlement Class, as defined in Paragraph 5, below. JM has asserted numerous affirmative defenses to Plaintiffs' Complaint. Further, JM has argued that, once JM became aware of the potential for PFRI corrosion, JM stopped manufacturing PFRI, instituted a comprehensive program to identify owners of buildings with JM PFRI, advised them of the potential for corrosion and inspected and remediated the roofs as necessary, in particular, by identifying and remediating areas of corroded roof decks that required cleaning, coating, overlayment or replacement of the metal roof deck. Plaintiffs have disputed the dates at which JM was aware of the corrosive properties of PFRI, and have alleged that although JM has made efforts to locate buildings with JM PFRI, notify owners, conduct inspections and remediate some roofs with JM PFRI, it has not fully compensated most building owners.

The Court has not determined the merits of the claims asserted against or the defenses asserted by either JM or Beazer. On March 31, 1998, the Court dismissed and/or limited portions of the then-pending state law claims, but allowed Plaintiffs' federal RICO claims to proceed. See Sebago, et al. v. Beazer East, Ltd., et al., 18 F.Supp.2d 70 (D. Mass. 1998).

The Plaintiffs have filed a motion for class certification in which they request that the Court certify their RICO claims on behalf of a class of all building owners with PFRI manufactured by JM or Beazer. The Court has not ruled on Plaintiffs' motion for class certification, and Defendants have not yet filed motions for summary judgment.

Claims against Beazer by owners of buildings containing Beazer PFRI are being resolved by another, different settlement. See Paragraphs 30 and 31, below.

3. WHAT IS JOHNS MANVILLE PHENOLIC FOAM ROOF INSULATION ("JM PFRI")?

JM PFRI is a phenolic foam roof insulation board manufactured, sold or distributed by Johns Manville from January 18, 1989 through approximately March 31, 1992. It is a phenolic foam core bonded to non-asphaltic fiberglass facers and was produced in board form in various sizes (e.g., 2' x 4', 4' x 8') and in nominal thicknesses of between 1 inch and 3.6 inches. JM PFRI was sold under the brand names UltraGard Premier™, InsulBase Premier™ and Fesco-Foam Board™.

Beazer PFRI is a phenolic foam roof insulation board manufactured by Beazer from 1980 through January 17, 1989. It consists of a phenolic foam core bonded to a non-asphaltic fiberglass and other facers and was produced in board form in various sizes (e.g., 2' x 4', 4' x 8') and in nominal thicknesses of between 1 inch

and 3.6 inches. Beazer's PFRI was sold under the brand names, among others, **Koppers Exeltherm Xtra and Rx, Genstar, Pittsburgh-Corning and Loadmaster**. PFRI manufactured by Beazer from 1980 through January 17, 1989 is not covered by this Settlement, but by another, different settlement in this litigation. See Paragraphs 30 and 31, below.

4. HOW DO I KNOW IF I HAVE JM PFRI?

Johns Manville has attempted to identify as many buildings as possible which contain JM PFRI. JM estimates that approximately 2,800 buildings in the United States have or had JM PFRI on top of a metal roof deck. To help identify those buildings, since 1992 JM has mailed thousands of notices concerning the potential corrosiveness of its PFRI to distributors, contractors, architects and other professionals, and published more than 300 similar notices in 26 roofing and construction trade journals and other magazines. Through that notification effort, and by other methods (including review of shipping records; roof warranty records; information obtained from distributors, contractors and other manufacturers of roof membrane products; and field investigations), JM has identified approximately 2,200 buildings believed to contain JM PFRI and a metal roof deck, and has conducted roof inspections on approximately 1,500 of those identified roofs containing an estimated 80% of the JM PFRI believed to have been installed on top of a metal roof deck.

If your building has been identified by JM as having JM PFRI, you have been sent a Roof Inspection Summary with this Notice. You do not need to do anything further to determine whether you have or had JM PFRI on your roof.

If you do not receive a Roof Inspection Summary with this Notice, and do not already know whether you have or had JM PFRI on your roof, there are several alternative steps you may take to determine if you have JM PFRI on your roof. First, you may contact the roofing contractor who installed or maintains your roof and review any of the following documents: contractor's warranty, building or roofing construction contract or invoice, or material shipping records. Second, if your roofing system came with a warranty, the warranty registration or related materials may indicate the type and brand of your insulation. Third, your architectural or construction specifications may indicate the type and brand of insulation. Fourth, you may determine if you have JM PFRI by asking your roofing contractor to take test cuts of your roof insulation. Some JM PFRI may

be identifiable by the following production date code: "OCP 1", "OCP 2" or "OCP 3", followed by a six digit numeric date beginning January 18, 1989 (stated as "011889").

Because JM only manufactured PFRI beginning on January 18, 1989, roofs constructed or re-roofed before that date do **not** contain JM PFRI, although they may contain PFRI made by Beazer. And because JM ceased manufacturing PFRI in March, 1992, roofs constructed or re-roofed more than several months after that date are unlikely to contain JM PFRI.

5. WHO IS COVERED BY THE PROPOSED SETTLEMENT?

The "Settlement Class" for the Litigation consists of all Persons who owned or own as of June 30, 2000, Property in the United States consisting of a building containing, in whole or in part, a metal roof deck on which PFRI manufactured by Johns Manville from January 1, 1989 through approximately March 31, 1992, is or was installed in direct or indirect contact with a metal roof deck ("Eligible Property"). In the case of a former owner of a building, only those persons who hold a written assignment from the current owner of a building of the right to seek damages from Johns Manville arising from the presence of PFRI on the building may recover benefits under the Settlement. Excluded from the Settlement Class are:

- A. All Persons who, in accordance with the terms of the Settlement Agreement, properly execute and timely file during the Opt Out Period a request for exclusion from the Settlement Class;
- B. All Persons whose metal roof deck has been fully remediated by Johns Manville;
- C. All Persons who settled Prior Claims. To have settled Prior Claims, you must have settled all claims for damages allegedly caused by the presence of JM PFRI with Johns Manville, whether or not you executed a release in Johns Manville's favor; and
- D. All persons whose roof is entirely constructed of a standing seam metal roofing system.

6. WHO CAN RECOVER BENEFITS UNDER THE SETTLEMENT?

"Eligible Claimants" can recover benefits under the Settlement. An Eligible Claimant is anyone who is a member of the Settlement Class (as defined in Paragraph 5, above) who submits a Claim, and all information and materials required therein, within the time limits set out in the Settlement Agreement and below and who meets the following requirements:

1. Does not opt out of the Settlement;
2. Submits a Claim Form postmarked by December 14, 2001 substantiating that it is the owner of an Eligible Property, *or* that it is a former owner of an Eligible Property with a written assignment from the current owner of the building (predating June 30, 2000, the date on which the US District Court preliminarily approved the Settlement) of the right to seek damages from Johns Manville arising from the presence of PFRI on the building; and
3. Who provides credible evidence:
 - a. of its ownership interest in each of the buildings it contends is an Eligible Property;
 - b. that each such building was constructed with JM PFRI in direct or indirect contact with a metal roof deck;
 - c. of the size of the metal area(s) of roof deck of each such building containing JM PFRI in direct or indirect contact with a metal roof deck;
 - d. of the type of roofing system (either Built Up, Single Ply or Shingled) on each such building; and
 - e. the approximate date JM PFRI was installed on each such building.

If you have been sent a Roof Inspection Summary with this Notice, then JM already has determined that your building has or had JM PFRI and JM has already calculated the square footage of metal roof deck on your building with JM PFRI and determined the type of roofing system(s) on your building and the JM PFRI installation date. You will not be required to submit additional evidence that your roof has or had JM PFRI, or of the square footage of metal roof deck with JM PFRI, or of the type of roofing system(s), or of the installation date. You and JM will be bound by such determinations and calculations, unless you wish to challenge JM's determinations or calculations.

7. WHAT BUILDINGS ARE NOT ELIGIBLE BUILDINGS UNDER THE PROPOSED SETTLEMENT WITH JOHNS MANVILLE?

A building is not an Eligible Property, and Johns Manville will not pay any form of consideration with respect to it under this Settlement, if:

- a. its roof did not or does not contain JM PFRI in direct or indirect contact with a metal roof deck;
- b. its roof deck is non-metal (e.g., concrete, wood, gypsum, tectum) to the extent of such non-metal roof deck construction;
- c. its roof is constructed of a standing seam metal roofing system, to the extent of such standing seam metal roofing system construction;
- d. its roof deck has been fully remediated by Johns Manville;
- e. Johns Manville has previously settled all claims for damages allegedly caused by the presence of JM PFRI on it, whether or not the building owner executed a release in Johns Manville's favor; or
- f. it contains or contained only PFRI manufactured by Beazer, even if such PFRI incorporated a fiberglass facer manufactured by Johns Manville. Beazer manufactured, distributed and sold PFRI from 1980 through January 17, 1989.

A building containing PFRI manufactured by Beazer may be covered by another, different settlement in this litigation. See Paragraphs 30 and 31, below.

8. WHAT ARE THE MONETARY BENEFITS OFFERED BY THE SETTLEMENT?

The Settlement provides Eligible Claimants (as defined in Paragraph 6, above) with compensation calculated as follows for each Eligible Property:

1. \$100.00 per square¹ multiplied by the total number of squares of metal roof deck containing JM PFRI in direct or indirect contact with that metal roof deck, on each Eligible Property of an Eligible Claimant with a Single Ply Roofing System² or Shingled Roofing System³;

¹ A "square" consists of one hundred square feet (100 ft.²) of roofing surface area.

2. \$45.00 per square multiplied by the total number of squares of metal roof deck containing JM PFRI in direct or indirect contact with that metal roof deck, on each Eligible Property of an Eligible Claimant with a Built Up Roofing System⁴.

For example, an Eligible Claimant whose Eligible Property has a metal roof deck of 500 squares (50,000 square feet) with Johns Manville PFRI and a Single Ply Roofing System would be entitled to receive a payment of \$50,000 (500 squares times \$100.00 unit price for Single Ply Roofing Systems = \$50,000).

9. HOW WAS THE SETTLEMENT COMPENSATION DETERMINED?

The settlement compensation is intended to compensate a building owner for the anticipated cost of remediation of the entire metal roof deck at the time the roofing system must be replaced. It is based on a number of factors, all of which were given careful consideration by Class Counsel, including their analysis of data collected from more than 1,000 metal roof decks on which Johns Manville PFRI was installed in direct or indirect contact with the metal roof deck, the extent of partial remediation already conducted, estimated remediation costs according to industry sources and consultations with roofing experts.

The settlement compensation takes these, and other factors discussed below, into consideration.

² A "Single Ply Roofing System" means a roof system in which the water proofing membrane consists of a single ply of water proofing material (e.g., EPDM rubber, HDPE, PVC, or a single ply of SBS or APP) either (i) fully adhered or mechanically attached to the membrane substrate or (ii) held in place over the membrane substrate by stone ballast. During the period from 1989 through 1992, Single-Ply Roofing Systems were manufactured by the following manufacturers, among others: Johns Manville, J.P. Stevens, Carlisle Syntec Systems, Firestone Building Products Corp., Gen Corp Polymer Products, Goodyear Tire & Rubber Co., Kelly Energy Systems, Inc., Celotex Corp., GAF Building Materials Corp., GS Roofing Products Co., Nord Bitumi U.S. Inc., Owens-Corning Fiberglass., Siplast, Inc., Tamko Asphalt Products, U.S. Intec, Inc., Republic-Powdered Metals Inc., Sarnafil Inc., Trocal Roofing Systems, Inc., Duro-Last Roofing, Inc., Kelly Energy Systems Inc., Seal Dry, Inc. and Seamen Corp. Building Systems.

³ A "Shingled Roofing System" means a roof system in which the top surface of the roof is covered with individually applied pieces of material (e.g., asphalt saturated fiberglass or organic mat, ceramic or terra cotta tiles, slates, wood shakers, cementaceous compounds) designed to shed water off a positively sloped roof.) It is one in which roofing shingles were installed over a metal roof deck, whether they are asphalt fiberglass mat shingles, asphalt organic felt shingles or composed of other materials such as wood, cement or tile.

⁴ A "Built-Up Roof System" ("BUR") means a roof system in which the water proofing membrane is composed of either (i) two or more plies or roofing felt saturated with interspersed layers of bitumen (e.g., roofing asphalt or coal tar), or (ii) two or more layers of modified bitumen roll roofings (e.g., APP or SBS), or (iii) two or more plies of roofing felt combined with a modified bitumen cap sheet. During the period from 1989 through 1992, BUR systems were manufactured by the following manufacturers, among others: Johns Manville, GAF, Koppers Industry, Inc. and Owens-Corning Fiberglass Corp.

a. Single Ply Roofing Systems and Shingled Roofing Systems

JM has attempted to inspect every Single-Ply roof it has identified as having JM PFRI because Single-Ply Roofing Systems have a shorter useful life than Built-Up Roofing Systems and generally are expected to experience leaks sooner and more frequently and in more areas than are Built-Up Roofing Systems. Class Counsel and their experts have analyzed data collected by JM and its professional roof inspectors and consulting experts from thousands of test cuts taken on buildings with Single Ply Roofing Systems containing JM PFRI on top of a metal roof deck. According to JM and its consultant, Roofing Consultants of Virginia, the information gathered from these test cuts indicated that, had the Single-Ply Roofing Systems on these roofs been removed at the time of the inspections and the metal roof deck fully exposed, approximately 49% of the metal roof deck area would have required no remediation; approximately 42% of the metal roof deck area would have required brushing and painting; approximately 6% of the metal roof deck area would have required power descaling and painting; approximately 2% of the metal roof deck area would have required overlayment with new metal deck; and approximately 1% of the metal roof deck area would have required replacement of the metal roof deck. Note that JM believes that some of the corrosion observed on these metal roof decks cannot be attributed to the presence of PFRI on these roofs. Note also that JM already has overlaid or replaced virtually all portions of metal roof decks it has inspected which it determined required overlayment or replacement.

Under the Settlement, JM will pay \$100.00 per square of metal roof deck with Single Ply or Shingled Roofing Systems, notwithstanding the fact that only a portion of the deck will typically need to be remediated at or before the time the roofing system must be replaced, and notwithstanding the fact that JM already has remediated the applicable portion of all metal roof decks it has inspected which it determined required overlayment or replacement of a portion of the deck. Since the settlement pays you \$100.00 per square for your entire metal roof deck with JM PFRI and a Single-Ply or Shingled Roofing System, your payment should be more than enough to remediate any portions of the deck that will require remediation at or before the end of your roof system's useful life.

b. BUR Roofing Systems

The Settlement compensation for Built-Up Roofing Systems was determined in a similar manner. Class Counsel and their experts have analyzed data collected by JM and its professional roof inspectors and consulting experts from thousands of test cuts taken on buildings with Built-Up Roofing Systems containing JM PFRI on top of a metal roof deck. According to JM and its consultant, Roofing Consultants of Virginia, the information gathered from these test cuts indicated that, had the Built-Up Roofing Systems on these roofs been removed at the time of the inspections and the

metal roof deck fully exposed, approximately 57% of the metal roof deck area would have required no remediation; approximately 37% of the metal roof deck area would have required brushing and painting; approximately 5% of the metal roof deck area would have required power descaling and painting; less than 1% of the metal roof deck area would have required overlayment with new metal deck; and approximately 0.3% of the metal roof deck area would have required replacement of the metal roof deck. Note that JM believes that some of the corrosion observed on these metal roof decks cannot be attributed to the presence of PFRI on these roofs. Note also that JM already has overlaid or replaced virtually all portions of metal roof decks it has inspected which it determined required overlayment or replacement.

The Settlement will provide \$45.00 per square of metal roof deck with Built-Up Roofing Systems, notwithstanding the fact that only a portion of the deck will need to be remediated at or before the time the roofing system must be replaced, and notwithstanding the fact that JM already has remediated the applicable portion of all metal roof decks it has inspected which it determined required overlayment or replacement of a portion of the deck. Since the settlement pays you \$45.00 per square for your entire metal roof deck with JM PFRI and a built-up roofing system, your payment should be more than enough to remediate any portions of the deck that will require remediation at or before the end of your roofing system's useful life. This amount also reflects the fact that Built-Up roofs, which are thicker than Single-Ply Membrane roofs and are constructed of multiple, redundant layers of overlapping membrane, generally remain water-tight for a longer time than Single-Ply Membrane roofs if properly designed, installed and maintained. Accordingly, in most cases, neither re-roofing nor deck remediation will be required as soon for Built-Up roofs as for Single-Ply or shingled roofs, and Eligible Claimants with Built-Up roofs will have the use of their settlement compensation for a potentially extended period before needing to remediate any areas of deck corrosion.

10. WHAT ARE THE NON-MONETARY BENEFITS OFFERED BY THE SETTLEMENT?

1. Prompt payment upon processing of the Claim. Absent exceptional circumstances, inspections will not be required of roofs (although JM will have the right to inspect your roof and perform test cuts, at its own expense, should it elect to do so), and for the majority of class members, JM already has calculated the square footage of metal roof deck with JM PFRI. In such instances, the building owner need only return an executed Claim Form with proof of current ownership to be entitled to prompt payment.

2. Johns Manville has waived all of its legal and factual defenses, for purposes of the settlement only, including statutes of limitation, the expiration and inapplicability of any written warranties, lack of privity, limitation on recovery due to the economic loss doctrine, contributory negligence, and the intervening conduct of other responsible parties and factors such as improper roof design, installation and maintenance and defectively designed and manufactured roofing systems. Johns Manville has asserted numerous affirmative defenses in its Answer to the Plaintiffs' Complaint;

3. Johns Manville agrees, for purposes of the proposed Settlement only, to stipulate to the certification of a Settlement Class;

4. Johns Manville will pay all costs and expenses associated with the Settlement, including the costs and expenses for the dissemination of this Notice and all other Class Notices; the costs and expenses of administering claims; and the costs and expenses of independent review of disputed claims.

5. Johns Manville will separately pay all Attorneys Fees and expenses of Class Counsel incurred in connection with the Litigation and the Settlement, without any deduction from the Settlement Compensation to be paid to Settlement Class Members. All such fees and expenses must be approved by the Court.

11. WHY ARE THE CLAIMS AGAINST JOHNS MANVILLE BEING SETTLED?

Class Counsel have thoroughly investigated the facts of this Litigation over the past four years. Class Counsel have investigated Johns Manville's design, manufacture, advertising and sale of PFRI. They have reviewed hundreds of thousands of pages of documents produced by Johns Manville, experts and other Class Members and reviewed hundreds of transcripts of depositions taken of Johns Manville and Beazer employees and experts. In addition, Class Counsel have reviewed reports of the field inspections and laboratory testing with respect to more than 1,000 buildings with Johns Manville PFRI, including Single Ply, BUR and Shingled Roofing Systems. Class Counsel have reviewed the inspection reports and test cut data concerning over 10,000 test cuts taken in roofs with JM PFRI. Class Counsel, Johns Manville and their experts also conducted joint inspections of buildings containing Johns Manville PFRI. In addition, Class Counsel and their experts have conducted independent inspections of buildings containing JM PFRI. Class Counsel have diligently prosecuted this case on behalf of building owners for more than four years.

On March 31, 1998, the District Court entered an Order which granted and denied, in part, the Defendants' Motions to Dismiss. See Sebago, et al. v. Beazer East, Ltd., et al., 18 F.Supp.2d 70 (D. Mass. 1998). The Court's

decision had the effect of limiting certain causes of action available to the original named Plaintiffs, including negligence, negligent misrepresentation, product liability claims, and breach of express and implied warranties. Since then, Douglas Kovatch and Tower Park, L.C. have been added to the litigation as additional plaintiffs and have asserted claims against Johns Manville, including claims for negligence, negligent misrepresentation, product liability claims, and breach of express and implied warranties. Class Counsel have taken depositions under oath and analyzed the facts and applicable law concerning Johns Manville's liability. They have considered the expense and length of time necessary to prosecute this action through trial, the uncertainties associated with the outcome of this litigation, the average age of roofs with JM PFRI, and the benefits provided to the Settlement Class by the proposed Settlement. Based upon these considerations, they have concluded that it is in the best interests of the plaintiffs and the Settlement Class to settle this Litigation on the terms outlined in this Notice, and as more fully set forth in the Settlement Agreement.

12. WHEN WILL THE SETTLEMENT BECOME EFFECTIVE?

The Settlement Agreement will become effective when the Order entered by the Court finally approving the Settlement Agreement becomes final and not subject to any appeals (the "Settlement Date").

13. DO I NEED TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT?

YES. IN ORDER TO PARTICIPATE IN THE SETTLEMENT, YOU MUST FILE A CLAIM FORM NO LATER THAN DECEMBER 14, 2001.

The date of filing will be the date of the postmark for Claim Forms mailed first class, registered or certified mail, postage prepaid and properly addressed to the Claims Administrator or the date when Claim Forms are delivered to any commercial one- or two-day delivery service, properly addressed to the Claims Administrator at Standish Legal Processing, 999 Broadway, Suite 500, Saugus, Massachusetts.

14. HOW DO I MAKE A CLAIM?

You must complete the claim form which is included in the envelope with this Notice, attach all required documents as set forth in the claim form, and sign the claim form. If you received a Roof Inspection Summary and do not contest JM's calculation of the square footage of metal roof deck with JM PFRI, or its determination of the type of roofing system(s) on your building, you need only sign the claim form and submit proof of current ownership (e.g., property tax bill).

The Claims Administrator will assist you in making a claim and answer any other questions which you may have. You may call the Claims Administrator by calling, toll-free 877-917-PFRI.

You should mail your completed form, or send your completed form by a commercial one- or two-day delivery service, along with appropriate proof and documentation (as set forth in the Claim Form) to: Claims Administrator at Standish Legal Processing, 999 Broadway, Suite 500, Saugus, Massachusetts.

You should submit a separate Claim Form for each Property. Only one properly authorized claim should be submitted for association-maintained condominiums or similar properties. If you did not receive the Claim Form, or if you desire additional copies of the form or of this Notice, you may obtain copies by calling the Claims Administrator at 1-877-917-PFRI or by downloading the Claim Form from the Phenolic Foam Roofing Insulation Settlement Internet web site at www.pfriclaims.com.

Any member of the Settlement Class who fails to submit a valid and timely Claim Form will not be considered an Eligible Claimant and will not be able to receive any of the benefits of the Settlement.

15. IS ALL CORROSION TO METAL ROOF DECKS ATTRIBUTABLE TO PFRI?

It is Johns Manville's position that any one of a number of factors, including poor design, construction or installation of a roofing system, the poor condition or composition of the roofing system and/or the roof owner's failure adequately to maintain the roof, HVAC units and other roof penetrations, may each cause corrosion of metal roof decks with or without PFRI. Plaintiffs' position is that the corrosion of a steel roof deck in the presence of PFRI is measurably worse than any corrosion caused by the simple intrusion of water in a roofing system. The Settlement represents a compromise of these competing arguments.

16. HOW IS JM PFRI DIFFERENT FROM BEAZER PFRI?

Beazer PFRI was manufactured between January 1, 1980 and January 17, 1989. When Johns Manville bought the manufacturing process from Beazer in January, 1989, it modified the product by increasing the core density. Johns Manville further modified its PFRI product in March, 1991, when it changed the chemical composition of the fiberglass facer by adding calcium carbonate to counteract the acidity of the phenolic foam.

17. HOW WILL DISPUTES REGARDING CLAIMS BE RESOLVED?

Any disputes regarding whether a claimant is an Eligible Claimant, the existence of JM PFRI on a Claimant's Eligible Property, the square footage of metal roof deck in direct or indirect contact with JM PFRI, or other matters arising from application of the Settlement Agreement will be determined by the Claims Administrator retained by the Claims Office. Any disputes that cannot be resolved by the Claims Administrator will be presented to an Independent Claims Adjudicator, at JM's expense, for final determination.

18. WHAT IF I ALREADY REPLACED THE JM PFRI IN MY ROOF?

If Johns Manville has not already paid you the cost of remediating your metal roof deck or otherwise settled your claim, you may still be eligible to participate in the Settlement, subject to proof that the remediated portions of the roof contained JM PFRI over a metal roof deck.

19. WHAT IF I SOLD MY BUILDING?

If you sell or sold your building before June 30, 2000, you are not a member of the class and you are not entitled to receive any settlement compensation unless you have a written assignment from the current owner which is dated before June 30, 2000 of the right to seek damages because of the presence of PFRI on the building.

20. WHAT IF THE JM PFRI ON MY METAL ROOF DECK IS STILL IN GOOD CONDITION?

You are still eligible to participate in the Settlement and receive the full settlement compensation. You must use the Settlement compensation either to inspect, maintain, repair, replace or remediate your roof system and/or metal roof deck as may be required throughout the useful life of your roof system and at the time you replace your roof system in the normal course or, if you do not remediate your deck as may be required or remove your JM PFRI prior to selling or otherwise transferring ownership of your building, you must advise any subsequent purchaser of your building that the roof has JM PFRI over a metal roof deck and that you have already received settlement compensation for, and released any claims for property damage to the building resulting from, JM PFRI.

21. WHO REPRESENTS THE SETTLEMENT CLASS?

To represent the Settlement Class, the Court has designated named Plaintiffs in Intervention Douglas Kovatch and Tower Park, L.C. as Class Representatives. The Settlement provides no special benefits to the Class

Representatives. The Court has designated certain attorneys ("Class Counsel") to represent the Settlement Class. Class Counsel for Plaintiffs and the Settlement Class are:

Kenneth G. Gilman, Esq.
GILMAN & PASTOR, LLP
Stonehill Corporate Center
999 Broadway, Suite 500
Saugus, MA 01906

David Guin, Esq.
DONALDSON, GUIN & SLATE, L.L.C
The Morgan Keegan Center.
2900 Highway 280, Suite 230
Birmingham, AL 35223

22. HOW WILL CLASS COUNSEL'S FEES AND EXPENSES BE PAID?

Class Counsel will ask the Court for an award of Attorneys Fees for all services rendered to the Class, including their costs and expenses. Class Counsel's fees, costs and expenses will be paid by Johns Manville, in addition to, and will not come out of or affect the size of payments to Eligible Claimants. The amount requested by Class Counsel will not exceed eight million dollars. All payments to Class Counsel must be approved by the Court.

The Settlement Agreement and Class Counsel's Application for an Award of Attorneys Fees and Reimbursement of Expenses (when filed) may be examined by Settlement Class Members at the office of the Clerk of the Court, United States District Court, District of Massachusetts, 1 Courthouse Way, Suite 2300, Boston, Massachusetts.

23. WHEN, WHERE AND WHY IS A HEARING BEING HELD?

A Hearing will be held on December 13, 2000 in Courtroom 10, Fifth Floor, United States District Court, 1 Courthouse Way, Boston, Massachusetts for the purpose of determining whether the proposed Settlement is fair, reasonable and adequate. You do not have to attend the Hearing, and the Hearing may be continued by the Court to another date or time without further written notice to you.

24. MAY A SETTLEMENT CLASS MEMBER FILE A WRITTEN STATEMENT SUPPORTING OR OPPOSING THE SETTLEMENT?

Yes. Any Settlement Class Member who has not filed a Request for Exclusion from the Settlement Class (as described in Paragraph 27, below) may file a written statement explaining why the Settlement should or should not be finally approved. Any such statement must be filed with the Clerk of the Court by November 10, 2000, and must state: (i) the basis for supporting or opposing final approval of the Settlement, along with any supporting

documentation; (ii) the name and address of the Settlement Class Member; and (iii) the address of the Property currently owned that is subject to the Settlement. The statement and documentation, together with copies of any other papers or briefs which such person files, must be served either in person or by first-class mail upon each of the Class Counsel identified in Paragraph 21, above, and on Johns Manville's Counsel:

Paul W. Sugarman, Esq.

HELLER EHRMAN WHITE &
McAULIFFE LLP

333 Bush Street, 30th Floor

San Francisco, CA 94104

Thomas J. Dougherty, Esq.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM

One Beacon Street.

Boston, MA 02108

At the Hearing, any Settlement Class Member who has not filed a Request for Exclusion from the Settlement Class (as described in Paragraph 27, below) may appear in person or by an attorney to support or oppose the Settlement Agreement. However, any Settlement Class Member wishing to appear at the Hearing to support or oppose the Settlement Agreement must, by November 10, 2000, file with the Clerk of the Court a notice of the person's intention to appear, together with the statement mentioned above.

25. WHAT IF THE SETTLEMENT IS NOT APPROVED BY THE COURT?

If the Settlement Agreement is not approved by the Court as being fair, reasonable and adequate, the Settlement Agreement will be void, and the parties will return to the same positions they occupied before they signed the Settlement Agreement.

26. IS THERE ANY OTHER WAY IN WHICH THE SETTLEMENT MAY NOT BECOME FINAL?

Yes. Johns Manville has the right to terminate the Settlement if the number of Settlement Class members requesting exclusion from the Settlement Class are reasonably estimated by Johns Manville to own Eligible Property having in the aggregate more than an agreed upon number of squares of metal roof deck containing Johns Manville PFRI. If Johns Manville elects to terminate the Settlement, the Settlement Agreement will be void, and the parties will return to the same positions they occupied before they signed the Settlement Agreement.

27. HOW CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you wish, you may be excluded from the Settlement Class by filing a Request for Exclusion. To be valid, you must complete fully and in writing the Request for Exclusion form included in the envelope with this Notice and must mail a copy to the following address:

Phenolic Foam Roof Insulation Litigation
c/o Standish Legal Processing
Stonehill Corporate Center
999 Broadway, Suite 500
Saugus, MA 01906

To be effective the Request for Exclusion must be postmarked on or before November 22, 2000.

By asking to be excluded from the Settlement Class, (i) you will not be entitled to make a Claim under or participate in the Settlement, (ii) you will not be bound by any judgment or orders entered in the Litigation, and (iii) you may present any claims you have against Johns Manville by filing your own lawsuit at your own expense. Note: JM's waiver of all of its legal and factual defenses as to Eligible Claimants as set forth in ¶ 10 herein will not apply to you. Your claim may be subject to JM's defenses, such as the statute of limitations, that may bar your recovery.

If you do not request exclusion from the Settlement Class, you will be entitled to participate in the Settlement and will be bound by this Settlement and by all subsequent proceedings, orders, and judgments in this Action.

28. WHAT DO I RELEASE IN THE SETTLEMENT?

If you remain a member of the Settlement Class and the Settlement becomes effective, you will release Johns Manville and Beazer, and their affiliated and related entities for injunctive relief and all damages for property damage caused by JM PFRI, but only on Eligible Properties, whether or not you file a claim form. The exact scope of the release is contained in the Settlement Agreement.

29. DOES MY PARTICIPATION IN THE SETTLEMENT RELEASE JOHNS MANVILLE OR ANY OTHER ROOFING MEMBRANE MANUFACTURER FOR ANY ROOFING SYSTEM WARRANTY APPLICABLE TO MY ROOF?

NO, except to the extent that the remedy claimed by you under any such warranty is for property damage caused by JM PFRI. If you have a roofing system warranty or guarantee, it remains in full force and effect and your participation in this Settlement does not release or affect in any manner your roofing system warranty.

30. WHAT IF MY BUILDING ALSO CONTAINS BEAZER PFRI?

This Settlement only relates to JM PFRI manufactured between January 18, 1989 and approximately March 31, 1992. If you own a building that contains Beazer PFRI, which was manufactured between January 1, 1980 and January 17, 1989, your claims against Beazer for any damages caused by Beazer PFRI will not be released by your participation in this Settlement.

Plaintiffs Sebago, Inc. and Flint Village Plaza, LLC have entered into a separate settlement with Beazer (the “Beazer Settlement”) which, if finally approved by the Court, will resolve the claims of all persons who own property in the United States with Beazer PFRI in direct or indirect contact with a metal roof deck (the “Beazer Settlement Class”). If you are known to be a member of the Beazer Settlement Class, you will receive a separate Notice describing the Beazer Settlement and advising you of your rights thereunder.

If you do not receive a separate Notice describing the Beazer Settlement, and you believe you are a member of the Beazer Settlement Class, you may obtain further information about the Beazer Settlement and a copy of the Beazer Settlement Claim Form by calling 1-877-917-PFRI. Information about the Beazer Settlement is also available on the Internet at www.pfriclaims.com.

31. WHY ARE THERE DIFFERENT SETTLEMENTS, AND DIFFERENT SETTLEMENT TERMS, FOR OWNERS OF BUILDINGS CONTAINING JOHNS MANVILLE PFRI AND OWNERS OF BUILDINGS CONTAINING BEAZER PFRI?

Class Counsel believe that separate and different settlements for owners of buildings containing Johns Manville PFRI and owners of buildings containing Beazer PFRI appropriately reflect important factual differences between the Johns Manville Settlement Class and the Beazer Settlement Class. These differences include but are not limited to the following:

1. All Beazer PFRI was manufactured and distributed before any Johns Manville PFRI was manufactured and distributed. Therefore, the roof systems on all buildings containing Beazer PFRI are older — in some cases as many as 12 years older — than the roof systems containing JM PFRI. Even the oldest Johns Manville roof is less than 12 years old, and some are only 8 years old. In contrast, roofs containing Beazer PFRI are all between 11 and 20 years old.
2. The Johns Manville Settlement is designed to enable an Eligible Claimant to retain the remaining useful life of its newer roof system, while providing a cash payment that should be more than enough to remediate any portions of the metal roof deck that will require remediation at or before the end of the roof system's useful life. In contrast, the Beazer Settlement is designed to facilitate removal and replacement of the older Beazer PFRI roof systems and, at Beazer's expense, remediation of the metal roof deck at that time.
3. Both Johns Manville and Beazer instituted programs in 1992 to address corrosion to metal roof decks underlying PFRI. As a result of its program, Johns Manville has identified approximately 2,200 buildings believed to contain JM PFRI and a metal roof deck, and has conducted roof inspections and, where necessary, partial remediations on approximately 1,500 of those roofs containing an estimated 80% of the JM PFRI believed to have been installed on top of a metal roof deck. Beazer has identified a lower percentage of roofs with Beazer PFRI over a Metal Roof Deck, and the settlement with Beazer provides inspections of roofs identified through the notice and settlement process.
4. Johns Manville believes that it has already overlaid or replaced virtually all portions of the Settlement Class Members' metal roof decks that it has inspected and which it determined required overlayment or replacement. The Beazer Settlement Class includes buildings for which there has been no prior remediation.

32. WHERE DO I GET ADDITIONAL INFORMATION?

The foregoing is only a summary of the circumstances surrounding the litigation, the claims asserted, the proposed Settlement, and related matters. For more detailed information, you may review the pleadings, records, and other papers on file in this litigation, which may be inspected during regular business hours at the office of the Clerk of the Court, United States District Court, District of Massachusetts, 1 Courthouse Way, Suite 2300, Boston, Massachusetts.

Current information is available by calling 1-877-917-PFRI. Information is also available on the Internet at www.pfriclaims.com. If you decide to remain a member of the Class and you wish to communicate with Class Counsel identified above, you may do so by writing to Class Counsel, Standish Legal Processing, 999 Broadway, Suite 500, Saugus, Massachusetts 01906.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK OF THE COURT FOR ADDITIONAL INFORMATION.

33. WHAT IF MY ADDRESS CHANGES OR IS INCORRECT?

If your address changes or is different than the address on the envelope enclosing this Notice, mail the change or correction to: Class Counsel, c/o Standish Legal Processing, 999 Broadway, Suite 500, Saugus, MA 01906.

This notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the District Court for the District of Massachusetts.

REQUEST FOR EXCLUSION

THIS IS NOT A CLAIM FORM. This Request for Exclusion should be completed, signed and returned to the address stated below ONLY if you want to be EXCLUDED from the class settlement described in the enclosed Notice of Proposed Settlement of Class Action (the "Notice").

READ THE NOTICE CAREFULLY BEFORE YOU COMPLETE THIS FORM. YOU SHOULD ALSO READ THE ENCLOSED CLAIM FORM TO DETERMINE WHETHER YOU HAVE OR HAD PFRI THAT IS THE SUBJECT OF THE PROPOSED SETTLEMENT.

All of the following questions must be answered. This Request for Exclusion must be signed by you and postmarked on or before November 22, 2000 to be considered a valid Request for Exclusion. Return the completed form to:

Standish Legal Processing
Stonehill Corporate Center
999 Broadway, Suite 500
Saugus, MA 01906

1. Your Name(s): _____
[Co-owner, if applicable]

NOTE: If the Property on which a Request for Exclusion is filed or was owned by more than one person or entity (i.e., jointly, tenants in common, tenants by the entirety), this Request for Exclusion must be completed on behalf of, and signed by, all joint owners.

2. Your Mailing Address and Zip Code:

Street Address City State Zip Code

3. Your Telephone Number: Day (____) _____ Evening: (____) _____

4. Address of Property with PFRI:

Street Address City State Zip Code

5. Ownership Status:

Current Owner of Property
 Former Owner of Property Who Holds Assignment of Claim

6. Square Footage of All PFRI on Metal Deck.

You *must* provide the total surface footage of PFRI installed on a metal deck.

7. Acknowledgement and Signatures:

I have read the Notice of Proposed Settlement of Class Action in Sebago, Inc., et al. v. Beazer East, Inc., et al. and the accompanying Claim Form. I hereby elect to opt out of (be excluded from) the certified class of Plaintiffs in the Johns Manville Settlement Class. I choose not to receive any money or other benefits from this case and understand that I will not be entitled to make a Claim under or participate in the Settlement. I further understand that I will not be bound by any further orders or judgments in this case. I understand that Johns Manville's waiver of all of its legal and factual defenses as to Eligible Claimants as set forth in the Notice will not apply to me. I understand that if I exclude myself, my claim may be subject to Johns Manville's defenses, such as the statute of limitations, that may bar my recovery.

Signature: _____
Print Name _____ Date _____

Signature: _____
Print Name _____ Date _____

Key # or Claim #: _____

CLAIM FORM INSTRUCTIONS

JOHNS MANVILLE/SCHULLER INTERNATIONAL PHENOLIC FOAM ROOF INSULATION (PFRI) CLASS ACTION SETTLEMENT Manville Ultragard Premier™, Insul Base Premier™ and Fesco-Foam Board™ Phenolic Foam Insulation

HOW TO FILL OUT THE CLAIM FOR METAL DECK REMEDIATION COSTS

ATTACHMENT CHECKLIST:

- Proof of Property Ownership
- Proof that phenolic foam roof insulation (PFRI) manufactured by Johns Manville is/was installed over your metal roof deck*
- Documentation of when the Johns Manville PFRI was installed*
- Documentation of square footage of metal roof deck covered by Johns Manville PFRI*
- Photographs or other documentation showing whether your roof has a single-ply membrane (SPM), a built-up (BUR), or shingled roofing system*
- Required tax information

**If you receive a Roof Inspection Summary with this Claim Form and do not contest JM's calculations/determinations as shown on the Summary, you do not need to submit additional information on this point.*

A. Name of Property Owner/Claimant: Include all co-owners of the property (for individuals, first name, middle initial, last name). If the property has exterior walls held in common, such as condominium or cooperative association, use the name of the managing association and attach the designation of officers. If you are signing the form as an executor, conservator or in any other representative capacity, attach documentation of your authority. If you are not the current owner, attach a written assignment of the claim from the current owner.

B. Proof of Property Ownership: You must include valid proof that you own the property with the claim, or that you have a valid assignment of the claim from the current owner. This proof may consist of a copy of a current property tax bill, deed, or current property insurance declaration page.

C. Proof that Johns Manville PFRI Is/Was Installed: You must attach evidence that the roof insulation on your building is/was PFRI manufactured by Johns Manville and is/was not a different insulation product or a PFRI product made by Koppers, Beazer East or another company.

If you receive a "Roof Inspection Summary" with this Claim Form and do not contest JM's calculation of the square footage of metal deck with JM PFRI or of the type of roof system on your building as shown on the Summary, check the appropriate box in Item B of the Claim form and skip to Item G. "Tax Information." You do not need to submit additional proof that you have JM PFRI, or of the square footage, the date of installation, or of the type of roof system on your building. Your settlement payment will be calculated based on the information shown in the Roof Inspection Summary.

If you do not receive a Roof Inspection Summary, or if you contest JM's calculations shown in the Roof Inspection Summary, you must submit **one or more** of the following, and you must also respond to Items D. through F., as applicable, in the Claim Form. Johns Manville may arrange for an inspection of your building's roof, which may include one or more test cuts, at its own expense to verify the statements you make in the Claim Form.

1. Prior Acknowledgment by Johns Manville or Other Manufacturers - You may prove that your property contains Johns Manville PFRI by attaching a written acknowledgment (Inspection Report, Settlement Voucher, Correspondence, Release Letter, etc.) from Johns Manville or another roof insulation manufacturer acknowledging that you have Johns Manville PFRI
2. Certification by NRCA or RCI member - Another way of proving installation of Johns Manville PFRI in your property is to obtain a signed letter from a member of the National Roofing Contractors Association (NRCA) or a member of the Roof Consultant Institute (RCI) certifying, under penalty of perjury, that your roof contains Johns Manville PFRI over a metal deck.

3. Roof System Warranty/Contractor's Warranty - If your roof system warranty or warranty registration or a warranty issued by your roof system installer at the time of the installation indicates the brand and type of insulation, that ordinarily will be sufficient to demonstrate that Johns Manville PFRI was used.
4. Installation Receipts/Invoices/Shipping Records - Another way to submit evidence of Johns Manville PFRI in your property is to submit copies of installation invoices or receipts indicating that Johns Manville PFRI was installed on or delivered to your property.
5. Architect's Specifications - A copy of the architect's specification for Johns Manville PFRI may be sufficient.
6. Photograph of Test Cut: You may submit photographs of a test cut of your roof system that (a) show PFRI, *and* (b) which are accompanied by documentary evidence that the roof was installed between January 18, 1989 and December 31, 1992.

D. Type of Roof System (Single-ply; BUR; Shingles) and Square Footage of Metal Deck with Johns Manville PFRI: State whether your roof has a single-ply membrane, is a built-up roof, or is shingled, and attach photographs, plans or other documentation reflecting whether the roof system is a SPM, BUR or shingle roof. You may have more than one type of roof system on your roof. If so, you must separately state the square footage of roof with a single-ply membrane versus the square footage of roof with a built-up roof or shingles on top of a metal deck. You need not complete this question if you received a Roof Inspection Summary and do not disagree with Johns Manville's determinations and calculations.

If you did not receive a Roof Inspection Summary, or if you contest Johns Manville's calculations in the Roof Inspection Summary, you must state in square feet, and provide documentation of, the amount of surface area on your roof that has Johns Manville PFRI over a metal deck. Proof could include any of the following types of documents which indicate (i) the size of the deck, and (ii) that the deck is metal:

1. Items in C.1-5, above, or
2. Building or Roofing Construction Contract, or
3. Plan, Blueprint or Mechanical Drawing by a Design Professional

E. Month/Year Johns Manville PFRI Installed: If you did not receive a Roof Inspection Summary, or if you contest Johns Manville's calculations in the Roof Inspection Summary, put the month/year your Johns Manville PFRI was installed; you may have multiple dates if it was installed in stages or on separate structures. You should attach the best evidence available to you of when the Johns Manville PFRI was installed. Examples include a certificate of occupancy, statement from the builder, receipt for purchase or delivery of PFRI or other document that shows the month/year and your property address.

F. Tax Information: Complete the enclosed Tax Information form and return it with your claim. No payments can be made without the Claims Administrator's receipt of the Tax Information form.

G. Representations of Claimant(s) and Release: All owners or their legal representatives must sign and date the form. If you are signing on behalf of another party, attach proof of authority or power of attorney.

For questions on completing this Claim Form, please refer to the Notice of Class Action Settlement, available at www.pfriclaims.com or call the Notice Administrator toll free at 1-877-917-PFRI.

CLAIM FORM

**JOHNS MANVILLE/SCHULLER INTERNATIONAL
PHENOLIC FOAM ROOF INSULATION (PFRI) CLASS ACTION SETTLEMENT
Manville Ultragard Premier™, Insul Base Premier™ and Fesco-Foam Board™ Phenolic Foam Insulation**

G Check here if you are not the current property owner. If you are not the current property owner, attach a written assignment of the PFRI claim from the current Owner of the property to you.

A. Name of Property Owner(s): _____

(Including Co-Owner(s): _____
(See paragraph A of the attached instructions)

Property Address: _____
Street

City _____ State _____ Zip _____

Mailing Address (if Different): _____
Street; P.O. Box

City _____ State _____ Zip _____

Telephones: _____
Day _____ Evening _____ Fax _____

Email: _____

B. Proof of Property Ownership: **G** *You must include attachments described in paragraph B of the attached instructions.*

Did you receive a Roof Inspection Summary with Johns Manville’s calculations of the square footage of metal deck on your building with Johns Manville PFRI?

G YES IF YES, provide KEY/CLAIM#: _____
G NO

If so, do you contest any of Johns Manville’s determinations on the Roof Inspection Summary?

G YES
G NO

If “Yes”, please describe any discrepancies and attach copies of supporting documentation.
If “No”, skip to Item G., below

If you received a Roof Inspection Summary and do not contest JM’s calculations/determinations, you do not need to complete Items C. through F.

Complete C. - F. only if you did not receive a Roof Inspection Summary or if you contest Johns Manville’s calculations/determinations.

C. Proof that Johns Manville PFRI Was Installed: **G** You must include one or more of the attachments described in paragraph C of the attached instructions.

D. Check the type of Roof System on Your Property and Indicate the Area of Metal Roof Deck (in Square Feet) under Each Type of Roof System containing JM PFRI:

(See paragraph D of the attached instructions. If you have more than one type of roof system, check all that apply)

- G Single-Ply Membrane _____ square feet
 - G Built-Up (Tar and Gravel) _____ square feet
 - G Shingles _____ square feet
 - G Other _____ square feet
- Describe: _____
- TOTAL: _____ square feet

G *You must also include attachments described in Paragraph D of the attached instructions*

E. Month/Year Johns Manville PFRI Was Installed:

(See paragraph D of the attached instructions)

F. TAX INFORMATION

We need the following information to comply with Internal Revenue Service reporting requirements:

Question 1: Are you the FORMER owner of the property for which you have filed a claim?
G Yes Q No

Question 2: Have you previously deducted on your federal income tax return(s) the original cost of installing JM PFRI?
G Yes Q No

Question 3: Have you previously deducted on your federal income tax return(s) any repair/remediation costs associated with JM PFRI?
G Yes Q No

If you answered “No” to all three questions, you may skip to the section “Representations of Claimant(s) and Release”.

If you answered “Yes” to any of the three questions, the amount of your recovery under the settlement must be reported to the Internal Revenue Service on Form 1099 MISC. Please provide your Taxpayer Identification Number. For individuals, your TIN is your social security number. For other entities, it is your Employer Identification Number.

Social Security Number (Claimant) or _____
Employer Identification Number (Claimant)

Social Security Number (Claimant) or _____
Employer Identification Number (Claimant)

G. REPRESENTATIONS OF CLAIMANT(S) AND RELEASE

Verification of Claim.

Claimant(s) represent and warrant that the information, enclosures and supporting documentation submitted herewith are true, correct and accurate. Claimant(s) further agree to cooperate with the Independent Claims Administrator and JM with respect to verification of this Claim, including any roof inspection deemed necessary by the Independent Claims Administrator.

Release.

As of the Settlement Date, I, on behalf of myself and any Person claiming by or through me, whether as my heir, administrator, devisee, predecessor, successor, representative of any kind, shareholder, partner, director or owner of any kind, affiliate, subrogee, past or future assignee or insurer (the **“Releasing Party”**), hereby release and forever discharge Johns Manville, Beazer and all other persons including their predecessors, successors, parents, subsidiaries, divisions, departments, or affiliates, and their officers, directors, employees, shareholders, partners, agents, servants, predecessors, successors, subrogees, past and future assigns, and respective insurers and indemnitors (the **“Released Parties”**), of and from any and all claim, liability, right, demand, suit, matter, obligation, damage, loss or cost, action or cause of action, of every kind and description, in law or in equity, that the Releasing Party has, had or may have against any Released Party, whether known or unknown, accrued or which may thereafter accrue, asserted or unasserted, latent or patent, that is, has been, could reasonably have been or in the future might reasonably be, asserted by the Releasing Party against any Released Party, either in this Action, or in any other action or proceeding, in this Court or any other court or forum, regardless of the legal theory, and regardless of the type or amount of relief or damages claimed, arising from or in any way relating to the design, manufacture, distribution, sale, handling, written or oral instructions, specifications, marketing, use, or any defects or alleged defects, of Johns Manville PFRI, or any part thereof (**“Settled Claim”**). Without limiting the generality of the foregoing, Settled Claim *shall include*, with regard to the foregoing subject matter: (1) any claim for breach or violation of any federal, state, common or other law or statute, regulation or ordinance; (2) any claim for breach of any duty imposed by law, by contract or otherwise; (3) any claim based on strict product liability, negligence, reliance, breach of express or implied warranties, racketeering, fraud, suppression, conspiracy, consumer fraud, conspiracy to commit fraud, negligent misrepresentation, reckless misrepresentation or intentional misrepresentation; (4) any claim arising from or in any way related to the promotion, design, specification, use, manufacture, production, sale, distribution, handling or assembly of Johns Manville PFRI, and/or any alleged defects in Johns Manville PFRI, or any part thereof; (5) any claim for emotional distress or mental anguish associated with any of the above; (6) any claim for declaratory or injunctive relief; (7) any claim for consequential damages or for penalties, punitive damages, exemplary damages, or any claim for damages based upon a multiplication of compensatory damages associated with the above, whether allowed by federal or state statute or common law; and (8) related subrogation claims of the Settlement Class Member’s subrogee or insurance carriers not protected from waiver of subrogation by the provisions of applicable insurance policies (or assigned or subrogated prior to final approval of this Agreement and not subject to compromise or settlement by the policyholder). However, Settled Claim does *not include* the following: (a) any claim for bodily or personal injury, wrongful death and associated emotional distress and mental anguish; and (b) any claim against Persons other than Johns Manville for improper installation, design, manufacture or maintenance of any roof system.

Nothing in this Release shall prejudice or in any way interfere with my rights or the rights of Johns Manville to pursue all rights and remedies against any Persons not parties to the Settlement Agreement. I and Johns Manville specifically reserve any and all other claims and causes of action against any and all other Persons not parties to the Settlement Agreement, *provided, however*, that I, whether on my own behalf or on behalf of others similarly situated, shall not seek any damages from Beazer or any other person with respect to any damage allegedly caused (i) by Johns Manville PFRI or (ii) by the presence of a fiberglass facer manufactured, sold or distributed by Johns Manville on phenolic foam roof insulation products manufactured, sold or distributed by Beazer.

I certify that (i) any money received pursuant to the Johns Manville Phenolic Foam Roof Insulation Class Action Settlement will be applied to the inspection, maintenance, repair, remediation or replacement of the roof system and/or roof deck of my property, as may be required; *or* (ii) to the extent I do not fully remediate the roof deck on my property, I will advise any direct, subsequent purchaser or transferee of the property that a Claim has been made pursuant of the Settlement Agreement and that I have received the Compensation Amount paid in respect of such Claim. Further, I agree to indemnify and hold harmless Johns Manville for any liability arising from my failure to perform the obligations set forth in this paragraph and for all payments made by Johns Manville arising out of or related to the presence of Johns Manville PFRI on my property, provided, however, that in no circumstances will my indemnity obligation to Johns Manville exceed the Compensation Amount I receive in respect of my Claim.

I certify that to the best of my knowledge, information and belief, the information on this Claim is true and correct.

_____ Signature of Property Owner	_____ Print Name of Property Owner	_____ Date
_____ Signature of Property Co-Owner	_____ Print Name of Property Co-Owner	_____ Date

Return this completed form & required attachments to: **Johns Manville PFRI Claims Program, c/o Standish Legal Processing, 999 Broadway, Suite 500, Saugus, MA 01906.**