

**ENTRAN II/GOODYEAR - REVISED
CLAIM/REGISTRATION FORM
GENERAL INSTRUCTIONS AND INFORMATION**

You must complete and submit this Claim/Registration Form by the Claims Deadline of October 19, 2009 in order to be eligible for recovery under the Amended Settlement Agreement (the "Amended Settlement") between Plaintiffs and The Goodyear Tire & Rubber Company and Goodyear Canada Inc. ("Goodyear"). If you have already submitted a Claim/Registration Form under the original settlement you need not submit another one.

Please type or print your responses in ink. The Claims Deadline is October 19, 2009. However, in order to facilitate the administration process and expedite claims, we encourage you to complete and send the form within ninety (90) days of receipt.

All questions *must* be answered. Use "N/A" when the question does not apply. Additional information will be requested if this form is incomplete or otherwise insufficient to process your claim. You must respond to any request for additional information; if you fail to respond, your claim may not be processed thereby forfeiting important rights. The more complete the Claim/Registration Form, the more quickly your claim can be processed. Claimants should make every effort to provide all requested information and documentation so that a final determination of the claim can be made promptly.

Claims should only be filed by eligible persons defined as: (1) all Persons who own or owned Property in the United States in which Entran II hose, manufactured and sold by Goodyear, was or is used as a conduit for hydronic heating and/or snowmelting (the "U.S. Class") and (2) all Persons who own or owned Property in Canada in which Entran II hose manufactured and sold by Goodyear was or is used as a conduit for hydronic heating and/or snowmelting (the "Canadian Class"). Excluded from the Settlement Classes are Defendant, any entity in which Defendant has a controlling interest or which has a controlling interest in Defendant, and Defendant's legal representatives, assigns and successors. Also excluded are the Judges to whom this case is assigned and any member of the Judges' immediate family. In addition, excluded from the Settlement Classes are: (1) all Persons who timely and properly excluded themselves from the October 8, 2003 Agreement and who have not submitted a Request to Re-Join within the time frame set forth herein; (2) all Persons who properly execute and timely file a Request for Exclusion with the Claims Administrator under Paragraph IX of this Amended Agreement; and (3) the Plaintiffs in the following actions: *Sumerel v. The Goodyear Tire & Rubber Co.*, Case No. 02-CA-1997 (Colo. App.); *Loughridge v. The Goodyear Tire & Rubber Co.*, Civil Action No. 98-B-1302 (and consolidated cases) (D. Colo.); *Malek v. The Goodyear Tire & Rubber Co.*, Civil Action No. 02-B-1772 (D. Colo.); *Holmes v. The Goodyear Tire & Rubber Co.*, Case No. 02-CV-106 (Pitkin County, Colorado, Dist. Ct.); and *Vista v. The Goodyear Tire & Rubber Co.*, Civil Action No. 98 CV 2722 (Arapahoe County, Colorado, Dist. Ct.).

The information, enclosures, and other documentation required by this form shall be evaluated by the Claims Administrator in determining your eligibility for benefits.

Under the Amended Plan of Distribution and Allocation, there are three Categories of Relief described. The Claims Administrator will determine the Category for which you qualify. To the extent that you experience leaks or other problems which may qualify you for further relief under the Plan, please contact the Claims Administrator.

Please do not submit original documents. Materials submitted will not be returned. Please submit clear, legible, and complete copies, except for photographs and videotapes, for which duplicate originals should be submitted. Keep a personal copy of the Claim/Registration Form and all enclosures.

If you have questions regarding this Claim/Registration Form or recovery under the Amended Settlement, you can call the Claims Administrator at 1-800-254-9222, your questions will be answered at no cost to you, or you can access www.entranisettlement.com.

Mail the completed Claim/Registration Form and all required supporting documentation to:

Entran II Claims Administrator, P.O. Box 24, Minneapolis, Minnesota 55440-0024

Questions? Call 1-800-254-9222

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I. CLAIMANT INFORMATION

NAME(S), SOCIAL SECURITY NUMBER(S), ADDRESS AND TELEPHONE NUMBERS:

Name: _____ SSN: _____ - _____ - _____
 -or-
 SIN: _____ - _____

Name: _____ SSN: _____ - _____ - _____
 -or-
 SIN: _____ - _____

Address: _____
Street Address *Apt Number*

City *State or Province* *Zip Code/Postal Code*

Telephone: (_____) _____ - _____ (_____) _____ - _____ (_____) _____ - _____
Daytime *Evening* *Fax*

(_____) _____ - _____ Email: _____
Cellular

If Claimant is other than an individual, state the name and capacity of the person completing this form (*Officer, Partner, etc*): _____

II. DESCRIPTION OF PROPERTY WHERE ENTRAN II IS OR WAS INSTALLED

(Please Fill Out a Separate Form for Each Property)

A. PROPERTY ADDRESS AND ZIP CODE/POSTAL CODE (Do Not Use A Post Office Box):

Address: _____
Street Address *Apt. Number*

City *State or Province* *Zip Code/Postal Code*

NAME OF CURRENT OCCUPANT (If different from Claimant): _____

Do you own the Property? Yes No

→ **If Yes:** What date did you acquire the property? _____ / _____ (Month/Year)

→ **If No:** What date did you acquire the property? _____ / _____ (Month/Year)

What date did you sell the property? _____ / _____ (Month/Year)

To whom did you sell the property? _____

Do you know who owns the property now? Yes No

→ **If Yes:** who? _____

Do you have any allocation or agreement with respect to Entran II Claims with any prior or current owner of the property? Yes No If so describe: _____

B. PROPERTY TYPE:

Single-family residence Multi-family residence Commercial
 Other - Describe: _____

Questions? Call 1-800-254-9222

C. PROOF OF OWNERSHIP:

Please provide one of the following documents as proof of ownership of the Property. The document must name all owners and provide the address of the Property; a mailing address is not sufficient. Please do not send originals.

- A copy of the Property Tax Statement;
- or A copy of the Deed (Warranty, Trust or Quit Claims);
- or A copy of the current Mortgage Statement;
- or A copy of the current home insurance statement.

Enclosures Required: Enclose checked documents for proof of ownership.

III. IDENTIFICATION AND INSTALLATION OF ENTRAN II MANUFACTURED BY GOODYEAR

A. PROOF OF ENTRAN II INSTALLATION:

Basis for identification (check off and enclose as many of the following as possible):

- Manufacturer warranty
- Inspection report
- Bills of sale, purchase orders
- Builder or Plumber Records
- Correspondence acknowledging product on the Property
- Report from engineer, architect or home inspector identifying Entran II on the Property
- Builder, contractor, plumber letter stating upon personal knowledge that Entran II was used on the Property
- Photographs
- Description of all printing on hose
- Complete label and date code on hose
- Other documentation (describe): _____

Enclosures Required: Enclose checked documents for proof of product identification.

B. DESCRIPTION OF ENTRAN II:

Entran II is reddish-orange in color and is usually stamped clearly on the outside with the word "Heatway" or "Heatway Systems" and a tradename such as Entran II, Twintran, Nytrace, Entran II Trace, Entran II Wire, Entran 2, Entran 2 Trace, or Entran 2 Wire. The inside diameter of Entran II hose is about 1/4 to 3/4 of an inch, and the outside diameter is 3/4 to 1 inch. Entran II manufactured by Goodyear has a date code printed on the hose, and lists "Entran" in capital letters and lower-case letters. The Goodyear date code has both date numbers and a letter "A," "B," "C," "D," or "Z." (Some Twintran counterflow hose manufactured by Goodyear in the year 1989 have a date code without the letter designation.)

C. INSTALLATION DATE (indicate if installed during original construction of the structure or later):

Installation date: _____ / _____
 Month Year

- Installed when structure was originally built.
- Installed later.

Enclose copies of documents that establish the date that the Entran II was installed.

D. TYPE OF INSTALLATION (You May Have More Than One Type of Installation. Check All That Apply):

- "In-slab". "In-slab" is Entran II installed in foundational concrete for purposes of hydronic radiant heat. "In-slab" does not include Entran II hose installed in a "Thin-set" application.
- "Staple-up". "Staple-up" is Entran II installed below flooring attached to sub-floor, floor joists, or other sub-floor structure with staples or similar fasteners for purposes of hydronic radiant heat. "Staple-up" does not include Entran II installed as "Exposed Staple-up".
- "Exposed Staple-up". "Exposed Staple-up" is Entran II hose installed using the "staple-up" method above on an unfinished ceiling, in a crawlspace or unfinished basement, or above an acoustic tile or "drop" ceiling.
- "Thin-set". "Thin-set" is Entran II hose installed in light-weight concrete, gypcrete, or similar materials for purposes of hydronic radiant heat.
- "Baseboard". "Baseboard" is Entran II installed as a conduit between baseboard heating elements and the boiler or other heat source.
- "Snowmelt". "Snowmelt" is Entran II installed for purposes of melting snow and/or ice.
- Other (describe): _____

E. AMOUNT INSTALLED ON PROPERTY

1. Total interior square feet of property: _____
 - a) Basis for measurement of total interior square feet of property:
 - Personal measurement.
 - Measurement by professional plumber or contractor.
 - Other. Please describe: _____
2. Total interior square feet of heated area with Entran II. _____
 - a) Total interior square feet of floor area heated with **In-slab** Entran II. _____
 - b) Total interior square feet of floor area heated with **Staple-up** Entran II. _____
 - c) Total interior square feet of floor area heated with **Exposed Staple-up** Entran II. .. _____
 - d) Total interior square feet of floor area heated with **Baseboard** Entran II. _____
 - e) Total interior square feet of floor area heated with **Thin-set** Entran II. _____
 - f) Other. _____
3. Total exterior square feet of **driveway/ sidewalk or common area property used for snowmelt** heated by Entran II: _____
4. Basis for measurements of heated square footage of floor area with Entran II:
 - Personal measurement.
 - Measurement by professional plumber or contractor.
 - Other. Please describe: _____

F. PROBLEMS/ TYPES OF DAMAGES

- Please indicate which category of problems or damages you have experienced:
- I. Property damage, including: leaks at connections, corrosion, damage to the boiler, or other parts, elements or components of the heating system.
 - II. Property damage, including serious or catastrophic failures of the heating system including major water damage and/or in-line breaks causing property damage.
 - III. I am not sure if my property has experienced any property damage.
 - I request an inspection of my property. (This request for an inspection will only be granted if the Claims Administrator believes it is necessary.)

G. REPAIR/REPLACEMENT HISTORY

HAVE YOU SPENT MONEY REPAIRING OR REPLACING YOUR SYSTEM DUE TO ENTRAN II DAMAGES. Yes No

➔ **IF YES, ANSWER THE FOLLOWING:**

Describe repairs that were made: _____

Have you replaced your heating system containing Entran II: Yes No

a) Have you replaced your system in full or in part: Full In Part

b) If you replaced your system in part, please identify the part of the system that was replaced by type of installation and square footage of floor area from which the Entran II was removed:

Date on which the work was done:

State the name and address of the contractor or plumber: _____

Amount paid out-of-pocket: \$ _____

➔ Attach written proof of repairs and payment.

Have you been reimbursed for any repair costs from your insurance company, Heatway, or any other third party? Yes No

➔ **If Yes**, state amount and date: Amount \$ _____ Date _____

Have you been reimbursed by any other means? Yes No

➔ **If Yes**, state the amount, date & source: Amount \$ _____ Date _____

Source: _____

Enclosures Required: Proof of expenditures described above.

IV. ACKNOWLEDGMENT OF CLAIMANT(S)

Claimants must acknowledge that they have read and agree to the following by checking the boxes (mandatory):

SUBMISSION TO JURISDICTION OF COURT. Claimant(s) agrees to submit to the exclusive jurisdiction of the U.S. Court for all purposes associated with this Claim.

CANADIAN RESIDENTS SUBMISSION TO JURISDICTION OF COURT. Canadian Claimant(s) agrees to submit to the jurisdiction of the Ontario Superior Court of Justice and the U.S. Court for all purposes associated with this Claim.

VERIFICATION OF CLAIM AND WARRANTY. Claimant(s) represents and warrants that the information, enclosures and supporting documentation submitted herewith are true, correct, and accurate. Claimant(s) specifically warrants that Claimant(s) is the rightful and only owner or Assignee(s) of the Claim submitted and has not otherwise transferred or encumbered any right or interest in this Claim and/or right or entitlement arising from the Amended Settlement to any person.

RELEASE. In consideration of the benefits provided by the Amended Settlement, and subject to the provisions of paragraphs XIII and XIV of the Amended Settlement Agreement, I hereby fully and finally settle, release and discharge from the Settled Claims (defined below) each and all of the Released Parties defined as The Goodyear Tire & Rubber Company and Goodyear Canada Inc. and their former and present parents, subsidiaries, affiliates, shareholders, directors, officers, employees, agents, representatives, accountants, auditors, attorneys, advisors, insurers, investment bankers, heirs, executors, administrators, beneficiaries and the predecessors, successors, heirs and assigns of any of them, and any person or entity in which any of the foregoing has or had a controlling interest or which is or was related to or affiliated with any of the foregoing. I further agree to advise any subsequent Purchaser of the Property of the Award and Release and make such other appropriate disclosure as may be required by applicable local, provincial and state laws regarding the purchase and sale of the property.

I (we) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

“Settled Claim” means any claim, liability, right, demand, suit, matter, obligation, damage, loss or cost (including the cost of remediation), action or cause of action, of every kind and description that the Releasing Party has or may have, including assigned claims whether known or unknown, 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 either in the Action or in any other action or proceeding in this Court or any other court or forum, regardless of legal theory, and regardless of the type or amount of relief or damages claimed, against any of the Released Parties arising from or in any way relating to the design, manufacture, production, labeling, warning, distribution, handling, installation, written or oral product instructions, specification, marketing or use of Entran II. 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 or state statute, Canadian or Provincial laws, consumer protection acts, case law, common law, or other law; (2) any claim for breach of any duty imposed by law, by contract or otherwise; (3) any claim based on strict product liability, failure to warn, negligent failure to warn, negligence, reliance, breach of express or implied warranty, racketeering, fraud, conspiracy, consumer fraud, negligent misrepresentation/omission, or intentional misrepresentation/omission; (4) any claim arising from or in any way related to the design, manufacture, production, labeling, warning, sale, promotion, distribution, assembly or installation of Entran II, and/or any alleged defects in the Entran II, or any part thereof; and (5) any claim for penalties, punitive damages, exemplary damages, or any claim for damages based upon any multiplication or enhancement of compensatory damages associated with (1) through (4) above.

Settled Claim does not include claims for personal injury.

V. TAX INFORMATION

Awards, if any, cannot be paid without the Claims Administrator’s receipt of the tax information requested below. The information is requested to allow the Claims Administrator to comply with the Internal Revenue Service information reporting requirements when, and if, required.

Question 1: Are you a FORMER owner of the property for which you are filing this Claim Form?
 Yes No

Question 2: Have you previously deducted on your federal income tax return(s) the original cost of buying and installing Entran II.
 Yes No

Question 3: If you previously repaired/replaced your Entran II, have you previously deducted on your federal income tax return(s) all of the repair/replacement costs?
 Yes No

Tax Identification Number or Social Security Number: _____

➔ (If you do not have a TIN, SIN or SSN, write “Applied For”)

By signing this Claim Form, I/we certify under penalties of perjury that:

(1) the Taxpayer Identification Number(s) set forth in Section V is/are my/our correct taxpayer identification number(s) (or I/we am/are waiting for a number(s) to be issued to me/us) and that the information set forth in Section V is correct; and

(2) I/we am/are not subject to backup withholding because: (a) I/we am/are exempt from backup withholding or (b) I/we have not been notified by the IRS that I/we am/are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me/us that I/we am/are no longer subject to backup withholding.

Questions? Call 1-800-254-9222

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VI. CERTIFICATION

All the information that I/we supplied in this Claim Form is true and correct to the best of my/our knowledge and belief and this document is signed under penalties of perjury. By my/our signature(s) below, I/we also authorize the Claims Administrator to verify the Claim, including, by possibly retaining an Inspector to inspect the Entran II hose on the Property.

If more than one owner, Claim Form must be signed by all owners.

Signature of Owner

Date

Signature of Owner

Date

Signature of Owner

Date

Signature of Owner

Date

THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED NO LATER THAN OCTOBER 19, 2009, AND MUST BE MAILED TO: Entran II Claims Administrator, P.O. Box 24, Minneapolis, Minnesota 55440-0024.

A Claim/Registration Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark is indicated on the envelope and it is mailed first class, and addressed in accordance with the above instructions. In all other cases, a Proof of Claim and Release shall be deemed to have been submitted when actually received by the Claims Administrator.

No acknowledgment will be made as to the receipt of Claim/Registration Forms. You should be aware that it will take an amount of time to process fully all of the claims and to administer the Amended Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Claim/Registration Form. **Please notify the Claims Administrator of any change of address.**

ACCURATE CLAIMS PROCESSING TAKES TIME.

THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and certification.
2. Remember to attach copies of supporting documentation.
3. Keep a copy of the completed Claim/Registration Form for your records.
4. If you desire an acknowledgment of receipt of your Claim/Registration Form, please send it Certified Mail, Return Receipt Requested.
5. If you move, or if this Notice was sent to you at an old or incorrect address, please provide us with your new address.
6. If you have any questions concerning this Claim/Registration Form, contact the Claims Administrator by writing: Entran II Claims Administrator, P.O. Box 24, Minneapolis, MN 55440-0024, or by phone, 1-800-254-9222.

Class Counsel urges you to send a completed form as soon as possible to assist us in the administrative process and to expedite your claim.

Questions? Call 1-800-254-9222

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