

**MANVILLE TRUST DISTRIBUTION PROCESS RELEASE  
For Claims Settled Pursuant to the 2002 TDP (Except Level I)**

**INJURED PARTY NAME:** \_\_\_\_\_

**POC NUMBER:** \_\_\_\_\_

**LAW FIRM, if any:** \_\_\_\_\_

**LIQUIDATED VALUE:** \_\_\_\_\_

**DEFINITIONS**

I understand that certain words used in this Release will be considered to have the meanings defined below:

a. I am the Injured Party, or the Personal Representative of the Injured Party, who has a claim with the Trust pursuant to the Payment Plan. If I am a Personal Representative, any reference to “my” exposure to asbestos or “my” injury refers to exposure or injury to the Injured Party, and not to me. *TRUST* is the Manville Personal Injury Settlement Trust. *PLAN* is the Manville Corporation's Second Amended and Restated Plan of Reorganization. *RELEASED PARTIES* are the people and organizations that I agree to discharge from actual or potential legal duties, claims or liabilities, and include the Trust, Manville Corporation and subsidiaries, all Settling Insurance Companies as defined in the Plan, the distributor Pacor, their trustors, trustees, directors, officers, agents, servants, employees, attorneys, successors and assigns, heirs and executors, and any and all other persons or organizations who were entitled to benefit from the injunction that took effect on November 28, 1988, pursuant to the Order Confirming the Plan dated December 22, 1986, and subsequent Orders issued by the U.S. Bankruptcy Court for the Southern District of New York or the U.S. District Courts for the Eastern and Southern Districts of New York, all of whom are collectively referred to as the "Trust." *PAYMENT PLAN* is the compensation program set forth in the 2002 Trust Distribution Process (“TDP”) as described by the Courts in In re Joint Eastern and Southern Districts Asbestos Litigation, 237 F. Supp. 2d 297 (2002) and as amended.

b. This document is a *RELEASE* or covenant not to sue releasing any and all claims (except as noted in the last sentence of Paragraph 3) including, but not limited to personal injury and wrongful death claims asserted against the Trust and those persons or organizations defined as the Released Parties. *SETTLEMENT PAYMENT* is the amount of money I will actually receive under the Payment Plan. The total amount I will receive from the Trust is uncertain and will depend on the number of claims filed with and the income received by the Trust. It is likely I will never receive any settlement payments other than my first settlement payment. *LIQUIDATED VALUE* is the payment amount I would receive if the Trust could fully pay my claim. Because the Trust cannot fully pay my claim, my Settlement Payments will total less than the Liquidated Value of my claim.

## RELEASE

1. I accept payment of the Settlement Payments as full settlement of my Trust claims. I understand it is very unlikely I will receive any additional Settlement Payments after the initial payment described in the next paragraph. I intend my Release to be effective not only on behalf of myself but also my spouse, heirs, representatives, successors or assigns. I further agree that this Release extends to all my rights and claims of any kind against the Released Parties, whether based in tort, contract, fraud or any other legal or equitable theory, and whether I possess them now or may possess them in the future, including but not limited to all claims for my asbestos related personal injury or wrongful death arising from my present injury.
2. I accept payment of my Settlement Payments as follows: I will receive an initial 5.1% of the Liquidated Value of \$ \_\_\_\_\_, resulting in a Settlement Payment of \$ \_\_\_\_\_. Remaining Settlement Payments, if any, shall be paid as provided in the TDP. I understand the payment and payment terms described herein are and shall remain subject to the availability of Trust funding.
3. In consideration of the payment of the Settlement Payments, except as noted in the next sentence, I fully release, waive and discharge all rights or claims of any kind against the Released Parties allegedly resulting from my exposure to asbestos and/or asbestos containing products that were manufactured, distributed or sold by the Released Parties, including claims I now possess or may later possess because of any matter or thing done, omitted or suffered to be done by the Released Parties prior to and including today and particularly on account of all known and unknown personal injuries, diseases, disorders and/or death having already resulted or that may result at any time in the future from my present injury, whether presently contemplated or not and regardless of whether they arise following execution of this Release including but not limited to asbestos-related injuries, diseases, mental conditions, disorders, and/or death, and all spousal claims for loss of services or consortium. I understand that if the Settlement Payments described herein are for the settlement of a non-malignant claim which has not resulted in death, I may file a second Trust claim when and if I have a malignant disease caused by my exposure to Manville asbestos.
4. This Release does not release claims for asbestos-related injuries allegedly suffered by anyone other than the Injured Party (including a spouse, heirs, representatives, successors or assigns, or children) because of their personal exposure to asbestos. This Release does not release claims for asbestos related property damage claims. I understand and agree that this settlement is not an admission of liability on the part of the Trust.
5. I agree to indemnify and to hold harmless the Trust for any losses or damages resulting from any and all further claims, liens, demands or actions made by others arising from my claim against the Trust, except those made by any member of the Distributor subclass in the class action in which the TDP was developed. I understand the Trust may be required to report it has settled with me and the Settlement Payments made to me.
6. I declare and represent that no promise or inducement other than the payment of the Settlement Payments has been made to me in connection with this Release, and this Release contains the entire agreement between me and the Released Parties, and that the terms of this Release are not a mere recital but are contractual and are to be interpreted, construed and enforced under the TDP and the laws of the State of New York, and that setoffs shall be calculated according to the provisions of the TDP. I also understand that all disputes relating to or arising under this Release shall be heard by the courts of the State of New York or in the United States District Court for the Eastern District of New York, as appropriate.

7. I represent and warrant that all valid liens and reimbursement claims relating to benefits paid to or on account of the asbestos-related injury from which my Trust claims arise have been resolved or will be resolved from the proceeds of the Settlement Payments or otherwise. I further agree and understand that the Trust shall have no liability to me or to any other person or entity in connection with such liens or reimbursement claims and that I, and my spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns will hold the Trust harmless, to the extent of the Settlement Payments, from any and all such alleged liability including, without limitation, liabilities arising from the failure of me or my agents to make any report of this settlement that I am required by statute or contract to make to any governmental agency, insurer, or other third party.

8. I understand and agree that as further consideration for payment of the Settlement Payments, I will take whatever steps are necessary to dismiss any pending lawsuits or appeals regarding my Trust claim.

9. I understand and agree that this Release has been entered into in good faith and that I and my attorneys will cooperate with the Trust in any proceedings to determine the good faith of this settlement. I understand that no change or alteration of the language of this Release is effective unless expressly agreed to and acknowledged in writing by both the Trust and me or my attorney.

10. I state that I have carefully read the foregoing Release and know the contents thereof and I sign the same as my own free act.

The undersigned hereby declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct. I am \_\_\_\_\_ the Injured Party or \_\_\_\_\_ the Personal Representative of the Injured Party/Decedent.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Injured Party or Personal Representative

\_\_\_\_\_  
Printed Name of Injured Party or Personal Representative