

**C. E. THURSTON & SONS ASBESTOS TRUST
RELEASE AND AFFIRMATION**

INJURED PARTY NAME: _____

POC NUMBER: _____

LAW FIRM, if any: _____

SETTLEMENT PAYMENT: _____

OFFER DATE: _____

NOTICE: THIS IS A BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE CONSULT YOUR ATTORNEY IN CONNECTION WITH EXECUTING THIS DOCUMENT. IF YOU DO NOT PRESENTLY HAVE AN ATTORNEY, YOU MAY WISH TO CONSIDER CONSULTING ONE.

DEFINITIONS

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

- a. **TRUST** is the C. E. Thurston & Sons Asbestos Trust *In Re The C.E. Thurston & Sons, Inc.* Case No. 03-75932-SCS.
- b. **PLAN** is the C. E. Thurston & Sons, Inc. Amended Plan of Reorganization.
- c. **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, C. E. Thurston & Sons, Inc., all Settling Insurance Companies as defined in the Plan, their 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 March 31, 2006, pursuant to the Order Confirming the Plan dated March 30, 2006, and subsequent Orders issued by the U.S. District Court for the Eastern District of Virginia, all of whom are collectively referred to as the "Trust."
- d. **PAYMENT PLAN** is the compensation program set forth in the C.E. Thurston & Sons, Inc. Asbestos Related Claims and Demands Trust Distribution Procedures originally included in Exhibit D.6, *In Re The C.E. Thurston & Sons, Inc.* Case No. 03-75932-SCS and revised on October 4, 2006 ("TDP").
- e. 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.
- f. **SETTLEMENT PAYMENT** is the amount of money I will actually receive under the Payment Plan.

RELEASE AND AFFIRMATION

1. I accept payment of the Settlement Payment as full settlement of my Trust claim. I understand it is very unlikely I will receive any additional Settlement Payments after the initial payment described in the next paragraph and in the TDP. 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 understand that the claim released herein has been allowed by the Trust, and a liquidated value of \$_____ has been established for such claim. I acknowledge that, pursuant to the TDP, the Trust will pay the Injured Party \$_____, which is _____% (the "Payment Percentage") of the aggregate of the liquidated value of such claim and that this payment offer is valid for only sixty days from the offer date shown above. If not accepted by then, the offer may be automatically withdrawn without further notice.

I further acknowledge that the Payment Percentage is based on estimates that change over time, and that other claimants may have in the past received, or may in the future receive, a smaller or larger percentage of the value of their claims than the Injured Party. I further acknowledge that, other than as specifically set forth in the TDP, the fact that earlier or later claimants may in the future be paid a smaller or larger percentage of the value of their claims shall not entitle the Injured Party to any additional compensation from the Trust.

3. In consideration of the payment of the Settlement Payment, except as noted in the next sentence, on behalf of myself, my heirs, assigns and/or anyone else claiming to have rights through the Injured Party, 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 installed, sold, supplied, distributed, marketed removed or put into the stream of commerce in any way by C. E. Thurston & Sons, Inc. ("Thurston Asbestos"), 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 Thurston Asbestos.
4. **CLAIMANT, OR THE INJURED PARTY'S PERSONAL REPRESENTATIVE, BY AFFIXING HIS/HER SIGNATURE BELOW, HEREBY REPRESENTS AND WARRANTS THAT THE FOLLOWING INFORMATION ON WHICH THIS CLAIM WAS EVALUATED AND THE PAYMENT AMOUNT DETERMINED IS TRUTHFUL AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF:**

(System to check applicable block A or B and insert all information in italics.)

POC Number: *(Claim number assigned by trust, used here in lieu of SSN)*

Name: *(Name of Claimant or Personal Representative)*

Address: *(Address, City, State)*

Date of Birth: *(Date of birth)*

A. **THE CLAIMANT (or INJURED PARTY in the case of a personal representative) WAS EXPOSED TO THURSTON ASBESTOS WHILE EMPLOYED IN THE OCCUPATION(S) AND/OR AT THE SITE(S) AND DURING THE PERIOD(S) LISTED BELOW.**

B. **THE CLAIMANT (or INJURED PARTY) WAS SECONDARILY EXPOSED TO THURSTON ASBESTOS AS THE SOLE RESULT OF EXPOSURE TO *(occupationally exposed person's name)* WHO WAS OCCUPATIONALLY EXPOSED TO THURSTON ASBESTOS WHILE EMPLOYED IN THE OCCUPATION(S) AND/OR AT THE SITE(S) AND DURING THE PERIOD(S) LISTED BELOW. My relationship to this person was *(relationship)*.**

Occupation(s)

Site(s)

From To

Occupation

Company, City, State, Sitename

From To

Initial the applicable block below and, if any of the information shown here is erroneous, make any necessary corrections.

The information above is correct as printed.

OR

I have made all necessary corrections to the information above.

If any corrections are made, the claim will have to be corrected by claimant counsel and re-evaluated on the basis of the revised information. After the re-evaluation, if the claim status is unaffected by the revised information, no further action will be required by the claimant or counsel. If the changes do affect the status of the claim, notice to that effect will be provided within a reasonable period of time.

5. This Release does not release or discharge any claims for asbestos-related injuries allegedly suffered by the Injured Party's spouse, heirs, representatives, successors or assigns, or children because of their personal exposure to asbestos or asbestos-containing products.
6. I understand and agree that this settlement is a compromise of a disputed claim and not an admission of liability by, or on the part of, the Trust.
7. I understand and 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. I understand the Trust may be required to report it has settled with me and the Settlement Payments made to me.

8. The Claimant represents and warrants that all valid liens and reimbursement claims relating to benefits paid to or on account of the Injured Party in connection with, or relating to, the Trust Claim, have been resolved or will be resolved from the proceeds of the settlement payment to the Claimant under this Release or otherwise. It is further agreed and understood that the Trust shall have no liability to the Claimant or any other person or entity in connection with such liens or reimbursement claims and that the Claimant will hold the Trust harmless from any and all such alleged liability to the extent of payment hereunder, excluding attorney's fees and costs. In addition, the Claimant will hold the Trust harmless, to the extent of payment hereunder, excluding attorney's fees and costs, from any and all liability arising from subrogation, indemnity or contribution claims related to the Trust Claim released herein.
9. This Release is not intended to bar or discharge any cause of action, right, lien or claim, which I have against any alleged tortfeasor, or any other person or entity not specifically named herein. I expressly reserve all rights against such persons or entities.
10. 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 Virginia, 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 Virginia or in the United States District Court for the Eastern District of Virginia, as appropriate.
11. Neither this Release, nor the compromise and settlement evidenced hereby, nor any evidence relating thereto, will ever be admissible as evidence against the Trust in any suit, claim or proceeding of any nature except to enforce this Release. However, this Release may be asserted by the Released Parties as an absolute and final bar to any claim or proceeding now pending or hereafter brought by or on behalf of the Injured Party with respect to the asbestos-related claim released herein, except as expressly provided herein.
12. 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 no later than 30 days after the date hereof.
13. I understand and agree that this Release has been entered into in good faith and that my attorney (if any) and I 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.
14. This Release contains the entire agreement between the parties and supersedes all prior or contemporaneous, oral or written agreements or understandings relating to my claim, including any prior agreements or understandings with respect to the liquidation of my claim.

15. To the extent applicable, the Claimant hereby waives all rights under Section 1542 of the California Civil Code, and any similar laws of any other state. California Civil Code Section 1542 states:

A general release does not extend the claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The claimant understands and acknowledges that because of the Claimant's waiver of Section 1542 of the California Civil Code, even if the Injured Party should eventually suffer additional damages, the Injured Party will not be able to make any claim against the Releases for those damages, except as expressly provided herein. The Claimant acknowledges that he or she intends these consequences.

16. 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 and understand that this Release constitutes a final and complete release of the Released Parties with respect to my asbestos-related personal injury claim, except as expressly provided herein. I have relied solely upon my own knowledge and information, and the advice of my attorney (if any), as to the nature, extent and duration of injuries, damages and legal rights, as well as the alleged liability of the Trust and the legal consequences of this Release, and not on any statement made by or on behalf of the Trust.

I hereby designate counsel named above to receive on my behalf and in payment of my claim(s), any and all Settlement Payments which I may be entitled to receive, subject to what rights I may have in such Settlement Payments pursuant to my arrangements with counsel.

I am ____ the Injured Party or ____ the Personal Representative of the Injured Party/Decedent and represent and warrant that I have all requisite legal authority to act for, and accept payment on behalf of the Injured Party and all heirs of the Injured Party for claims against the Trust.

Dated: _____

Signature of injured party or personal representative of injured party/deceased

If the claimant is not executing this Release and Affirmation electronically using a Trust-Authorized electronic signature program, the Claimant's signature must be authenticated by a notary public or the signature of one person who witnessed the signing of this Release and Affirmation.

Subscribed and sworn to before me this

_____ day of _____, 20__ .

Notary Public
My Commission Expires _____, 20__

Or, signature of one person who witnessed the signing of this Release.

Signature

Date