

**ABB Lummus Global Inc. 524(g) ASBESTOS PI TRUST  
RELEASE OF CLAIMS**

3967 Princeton Pike  
Princeton, NJ 08540

**Injured Party's Name:** \_\_\_\_\_

**Injured Party's Social Security Number:**

**Law Firm (if represented by counsel):**

**If the injured party or personal representative filed a lawsuit against ABB Lummus Global Inc. for asbestos-related injuries and the injured party's spouse is a party to the lawsuit, please provide the following additional information:**

**Name of Injured Party's Spouse:** \_\_\_\_\_

**Spouse's Social Security Number:** \_\_\_\_\_

**Liquidated Value of Claim:**

The ABB Lummus Global Inc. 524(g) Asbestos PI Trust ("Trust"), and the undersigned injured party or personal representative, individually and on behalf of the estate of the injured party/decedent, and, the injured party's spouse, but only if the spouse is a party to the lawsuit against ABB Lummus Global Inc. (hereinafter "Releasor(s)"), agree as follows:

1. Releasor(s) have filed a claim against the Trust (the "Claim"). The Trust has reviewed the Claim to determine whether it is compensable under the terms of the Lummus 524(g) Asbestos PI Trust Distribution Procedures (as amended, the "Lummus TDP"). The Trust has determined that the Claim is compensable. The Trust has offered to settle the Claim for the liquidated value set forth above, which shall be paid at the Trust's Payment Percentage as set forth in Section 2 of this Release. Releasor(s) have decided to accept the offer and enter into this Release.

2. The amount of the settlement payment to Releasor(s) under this Release (the "Payment Amount") shall be equal to the liquidated value of the Claim multiplied by the Payment Percentage in effect at the time of payment, except as otherwise provided with respect to claims involving deceased or incompetent claimants for which court approval of the Trust's offer is required. The Payment Percentage may be adjusted from time to time as provided in the Lummus TDP, and there is no guarantee that the Releasor(s) will receive a Payment Amount equal to the liquidated value multiplied by the Payment Percentage in effect when this Release is executed. Releasor(s) acknowledge that the Trust cannot provide any assurance of the level of the Payment Percentage that will apply to the liquidated value of the Claim. Releasor(s) further acknowledge that the fact that past claimants have been paid a larger percentage of the value of their claims shall not entitle Releasor(s) to any additional compensation from the Trust. Should the Payment Percentage be increased subsequent to the payment of the Payment Amount under this Release, Releasor(s) shall be entitled to additional payments as provided in Section 2.3 of the Lummus TDP. Subject to the payment provisions set forth in the Lummus TDP, the Trust will mail or electronically transfer to Releasor(s) (or Releasor(s)' counsel) the Payment Amount. This Release shall be effective upon receipt by Releasor(s) (or Releasor(s)' counsel) of the Payment Amount.

3. In consideration for the agreements described herein and other good and valuable consideration, Releasor(s) hereby fully release the Trust, its trustees, directors, officers, agents, consultants, financial advisors, employees, attorneys, predecessors, successors and assigns, the Trust Advisory Committee, its members and its attorneys, the Lummus Future Claimants' Representative, his attorneys, and advisors, and any and all persons or organizations who were entitled to benefit from the injunction entered pursuant to the Prepackaged Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code of ABB Lummus Global Inc. confirmed by the United States Bankruptcy Court for the District of Delaware and the United States District Court for the District of Delaware (hereinafter "Releasee(s)") from any and all Lummus Asbestos Personal Injury claims (as defined in the glossary applicable to the Lummus TDP) whether such claims are known or unknown. The released claims include any and all present claims relating to asbestos-related diseases, injuries, cancers, and/or malignancies, including, but not limited to, loss of consortium, companionship, service, support, pain and suffering, wrongful death, and injury and damage of any kind allegedly resulting from any exposure to asbestos or asbestos-containing products for which ABB Lummus Global Inc. has legal responsibility. However, if the settled Claim involves only a non-malignancy claim, then this Release is a limited release for non-malignancy claims.

4. Releasor(s) agree that this Release is to be effective not only on behalf of the Releasor(s), as husband and wife, but also for Releasor(s)' children, heirs, administrators, executors, personal representatives, beneficiaries, successors or assigns; provided, however, that this Release does not release claims for asbestos-related injuries allegedly suffered by the injured party's spouse and the Releasor(s)' children, heirs, administrators, executors, personal representatives, successors or assigns because of their personal exposure to asbestos.

5. Releasor(s) agree that this is a compromise of disputed claims and that the payment of the consideration for this Release is not to be considered as an admission of liability on the part of any person or entity released hereby. It is further understood that this Release is not intended to relinquish any claim the Releasee(s) may have against any party or the Releasor(s) have against any party that is not a Releasee. The parties further agree that this Release shall not be admissible in any suit or proceeding whatsoever as evidence or admission of any liability.

6. Releasor(s) represent and warrant that all valid liens, subrogation and reimbursement claims relating to benefits paid to or on account of the injured party in connection with, or relating to, the Claim released herein have been or will be resolved. It is further agreed and understood that no Releasee shall have any liability to the Releasor(s) or any other person or entity in connection with such liens or claims and that the Releasor(s) will indemnify and hold the Releasee(s) harmless from any and all liability arising from subrogation, indemnity or contribution claims, related to the Claim released herein, including those arising from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation, or contract, up to the full extent of the compensation paid by the Trust to Releasor(s) on account of the Claim.

7. Releasor(s), jointly and severally, and on behalf of their children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns agree to indemnify and hold harmless the Releasee(s) from any further payment of debts, liens, charges and/or expenses of any character arising out of any and all asbestos-related claims by Releasor(s) or their representatives, heirs and assigns up to the full extent of the compensation paid or to be paid by the Trust to the Releasor(s) on account of the Claim provided, however, that this indemnification and hold harmless obligation shall not apply to claims for (i) subsequently diagnosed malignancy to the extent such claims are not released pursuant to Section 3 of this Release and (ii) asbestos-related injuries suffered by injured party's spouse or Releasor(s)' children, heirs, administrators, executors, personal representatives, beneficiaries, successors or assigns because of such person's (as opposed to injured party's) personal exposure to asbestos to the extent such claims are not released pursuant to Section 4 of this Release.

8. TO THE EXTENT APPLICABLE, RELEASOR(S) HEREBY WAIVE ALL RIGHTS UNDER CIVIL CODE SECTION 1542 AND UNDER ANY OTHER FEDERAL OR STATE LAW OF SIMILAR EFFECT. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES THAT "A GENERAL RELEASE DOES NOT EXTEND TO 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.” RELEASOR(S) ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR ATTORNEY(S) CONCERNING, AND ARE FAMILIAR WITH, THE EFFECT OF THIS WAIVER. RELEASOR(S) UNDERSTAND AND ACKNOWLEDGE THAT THIS WAIVER PREVENTS RELEASOR(S) FROM MAKING ANY CLAIM AGAINST RELEASEES FOR ADDITIONAL DAMAGES EXCEPT AS SPECIFICALLY PROVIDED HEREIN. RELEASOR(S) ACKNOWLEDGE THAT THEY INTEND THESE CONSEQUENCES.

9. This Release contains the entire agreement between the parties and supersedes all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof between or among any of the parties hereto.

10. Releasor(s) agree that the law of the State of Delaware shall govern the construction of this Release. Releasor(s) expressly authorize the Trust to make payment under the terms of this Release to Releasor(s)' counsel (if any) for the benefit of Releasor(s) and Releasor (s)' counsel.

11. Releasor(s) further state that each of them is of legal age, with no mental disability of any kind, and is fully and completely competent to execute this Release on his or her own behalf. Releasor(s) further state that this Release has been explained to them and they know the contents as well as the effect thereof. Releasor(s) further acknowledge that they executed this instrument after consultation with their attorney or the opportunity to consult with an attorney.

#### CERTIFICATION

I hereby (i) agree to the terms of this Release, and (ii) unconditionally and expressly warrant that in executing this Release on behalf of any other person I have full authority to do so on such person's behalf in all respects, and declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

I further certify that I have paid or resolved, or will provide for the payment or resolution of, any obligations owing or potentially owing under the Medicare Secondary Payer Act, codified at 42 U.S.C. § 1395y(b), which provides for, among other things, reimbursement of Medicare-related expenses, or any related rules, regulations, or guidance issued in connection therewith or amendments thereto, in connection with or relating to, the Claim.

I am: \_\_\_\_ the Injured Party

\_\_\_\_ the Personal Representative of the Injured Party, the Injured Party's Estate, or the Injured Party's Heirs

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

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

\_\_\_\_\_  
Printed Name