

**G-I HOLDINGS INC. ASBESTOS PERSONAL INJURY SETTLEMENT TRUST**

**RELEASE**

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

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

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

**Liquidated Value of Claim:** \$ \_\_\_\_\_

<b>Payment Amount:</b> \$ _____	=	<b>Liquidated Value of</b> \$ _____	X	<b>Payment Percentage</b> of 7.4%*
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\*Strike formula if Disease Level I

The G-I Holdings Inc. Asbestos Personal Injury Settlement Trust (the "Trust"), and the undersigned injured party ("Injured Party") or personal representative, individually and on behalf of the estate of Injured Party/decedent, ("Releasor"), agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings assigned to them in the G-I Holdings Inc. Asbestos Personal Injury Settlement Trust Distribution Procedures (as may be amended from time to time, the "TDP").

2. Releasor has 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 TDP. The Trust has determined that the Claim is compensable. The Trust has tendered to Releasor an offer of payment based on the settlement values provided for in the TDP.

3. The return of this executed Release to the Trust evidences acceptance by Releasor of the terms of this Release, including the payment provisions hereof. Subject to the payment provisions set forth in the TDP, the Trust will mail or electronically transfer to Releasor (or Releasor's counsel) 7.4% of the Liquidated Value upon the Trust's receipt of this Release. If the Payment Percentage is increased at any point in time subsequent to the payment of the Claim, the Releasor's rights with respect to supplemental payments shall be as set forth in the TDP.

4. In consideration for the agreements described herein and other good and valuable consideration, Releasor hereby fully releases (i) the Trust, (ii) the current and former Trustees (including the Delaware Trustee) of the Trust, (iii) the PI Trust Advisory Committee of the Trust, (iv) the Legal Representative for Future Claimants of the Trust, (v) each of the current and former directors, members, officers, agents, consultants, advisors, employees, attorneys, predecessors, successors and assigns of any of the parties set forth in items (i) through (iv), and (vi) any and all persons or organizations who are entitled to benefit from the injunctions entered pursuant to the Plan confirmed by order of the United States District Court for the District of New Jersey, including, without limitation, the Debtors and each Protected Party, as defined in the Eighth Amended Joint Plan of Reorganization of G-I Holdings Inc and ACI Inc. (the "Plan") (the parties set forth in (i) through (vi) each, a "Releasee" and collectively, "Releasees") from any and all Asbestos Personal Injury Claims, as defined in the Plan, whether such claims are known or unknown, suspected or unsuspected, concealed or hidden, accrued or not accrued; provided, however, that if the Claim involves only a non-malignant asbestos-related disease, then this Release is a limited release for non-malignancy claims and a new claim may be asserted, as provided in the TDP, against the Trust for and based solely on a malignant disease that is subsequently diagnosed. This Release provides a release only with respect to Asbestos Personal Injury Claims as such term is defined in the Plan, and no other claims the Releasor may have against any Releasee are released hereby.

5. Releasor expressly covenants and agrees forever to refrain from bringing any suit or proceeding at law or in equity against the Releasees with respect to any Asbestos Personal Injury Claim released hereby.

6. Releasor agrees that this Release is to be effective not only on behalf of Releasor but also for Injured Party's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns and for any other person or entity asserting any Asbestos Personal Injury Claim based in whole or in part on any asbestos-related injury allegedly suffered by Injured Party except for any indirect Asbestos Personal Injury Claim; provided, however, that this Release does not release claims for asbestos-related injuries suffered by Injured Party's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors or assigns because of such person's personal exposure to asbestos.

7. Releasor agrees 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 Releasees may have against any party or that Releasor may 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, except to enforce this Release, nor shall it be an admission of any liability.

8. Releasor individually, and on behalf of Injured Party's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns, agrees to indemnify and hold harmless Releasees from any further payment of liabilities, debts, liens, charges, costs and/or expenses of any character (excluding attorneys' fees and costs) arising from subrogation, indemnity, or contribution claims related to the Claim released hereby, from any compensation or medical payments due, or claimed to be due, under any applicable law, regulation, or contract, and from any and all asbestos-related claims by Releasor or Injured Party's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns up to the full extent of the compensation paid or to be paid by the Trust to Releasor on account of the Claim (excluding attorneys' fees and costs); 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 4 of this Release and (ii) asbestos-related injuries suffered by Injured Party's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors or assigns because of such person's personal exposure to asbestos to the extent such claims are not released pursuant to Section 6 of this Release.

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.

10. Releasor agrees that the law of the State of Delaware shall govern the construction of this Release notwithstanding any application of choice of law analysis. Releasor expressly authorizes payment under the terms of this Release to Releasor or Releasor's counsel (if any) for the benefit of Releasor.

11. Releasor further states that he/she is of legal age, with no mental disability of any kind, and is fully and completely competent to execute this Release on his/her own behalf and/or in his/her capacity as specified herein. Releasor further states that this Release has been explained to him/her and he/she knows the contents as well as the effect thereof. Releasor further acknowledges that he/she executed this instrument after consultation with his/her attorney or the opportunity to consult with an attorney of his/her choice, and that he/she is not relying on any statement or representation made by or on behalf of the Trust as to the nature, extent, and duration of the Injured Party's injuries, damages and legal rights, or as to the alleged liability of the Trust and the legal consequences of this Release..

12. TO ENSURE THE ENFORCEMENT OF THIS RELEASE FULLY IN ACCORDANCE WITH THE TERMS HEREOF, INCLUDING BUT NOT LIMITED TO PARAGRAPH 4 HEREOF, RELEASOR HEREBY WAIVES ALL RIGHTS UNDER CALIFORNIA 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." RELEASOR ACKNOWLEDGES THAT HE/SHE HAS BEEN ADVISED BY HIS/HER ATTORNEY CONCERNING, AND IS FAMILIAR WITH, THE EFFECT OF THIS WAIVER. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THAT THIS WAIVER PREVENTS RELEASOR FROM MAKING ANY CLAIM AGAINST RELEASEES FOR ADDITIONAL DAMAGES

EXCEPT AS SPECIFICALLY PROVIDED HEREIN. RELEASOR ACKNOWLEDGES THAT HE/SHE INTENDS THESE CONSEQUENCES.

13. If any provision or part of any provision of the Release is determined to be void and unenforceable by a court of competent jurisdiction, the remainder of this Release shall remain valid and enforceable to the extent that the Releasees' purpose for obtaining this Release can be realized.

The undersigned hereby (i) agrees to the terms of this Release, and (ii) unconditionally and expressly warrants that the person executing this Release on behalf of any other person has full authority to do so on such person's behalf in all respects, and declares under penalty of perjury that the foregoing is true and correct.

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

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

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

Signatures of two persons unrelated to the Injured Party or Personal Representative by blood or marriage who witnessed the signing of this Release.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

**-OR-**

SWORN to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public