

SWC ASBESTOS PERSONAL INJURY TRUST
RELEASE OF CLAIMS AND INDEMNITY AGREEMENT

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.

Claimant Name:	Claim Number:
Claimant SSN:	Law Firm (if represented by counsel):
Liquidated Value of Claim: \$ _____ (subject to the distribution described in paragraph 8 of this Release of Claims and Indemnity Agreement)	

WHEREAS, the undersigned, who is either the “**Injured Party**,¹” or the/an “**Official Representative**”² (either being referred to herein as the “**Asbestos Claimant**”), has filed a claim (the “**Asbestos Claim**”) with the SWC Industries LLC Asbestos Personal Injury Trust (the “**Asbestos Trust**”) pursuant to the Second Amended SWC Industries LLC Asbestos Personal Injury Trust Distribution Procedures (the “**TDP**”) and such Claimant asserts an Asbestos Claim (all capitalized terms not defined herein shall have the respective meanings ascribed to them either in the TDP or in the confirmed *Debtors’ Second Amended Joint Plan Under Chapter 11 of the Bankruptcy Code*, Chapter 11 Case No. 24-51721 (MEH), U.S. Bankruptcy Court for the Northern District of California, San Jose Division, (as may be amended, modified, or supplemented from time to time, the “**Plan**”)) against a Debtor(s),³ and such Claim asserts a personal injury related to asbestos exposure for which one of three former divisions of SWC LP f/k/a Connell LP: (1) Yuba Heat Transfer Corporation (“**Yuba**”) (2) Danly Machine Corporation (“**Danly**”); and (3) Wabash Alloys, LLC (“**Wabash**”), is liable; and

¹ “**Injured Party**” shall mean the person who claims to have sustained injury or harm from the presence of or exposure to the products or operations of one or more of the Debtors or any predecessor of one or more of the Debtors (or any Entity for whose products or operations the Debtors have or allegedly have legal responsibility).

² The “**Official Representative**” is the/a person under applicable state law or legal documentation with the authority to represent the Injured Party, the Injured Party’s estate or the Injured Party’s heirs.

³ “**Debtors**” shall mean individually or collectively SWC Industries LLC (8214); SWC Limited Partnership (3203); SWC Holdings, LLC (0051); Yuba Heat Transfer, LLC (0587); SWC Aluminum Properties, L.L.C. (0299); SWC Tool Properties, LLC (0106); Sencorp White, Inc. (2755); SWC CeraTek LLC (2504); Accu-Seal Sencorp White, Inc. (1845); IITI Acquisition LLC (9038); SWC White Systems LLC (8135); Intek Integration Technologies, Inc. (3507); Minerva Associates, Inc. (5223).

WHEREAS, the Asbestos Claimant has agreed to settle and compromise the Asbestos Claim, for and in consideration of the allowance of the Asbestos Claim by the Asbestos Trust and its payment pursuant to the TDP in accordance with the terms set forth therein and herein;

NOW, THEREFORE, the Asbestos Claimant hereby agrees as follows:

1. On behalf of the Injured Party, the Injured Party's estate, the Injured Party's heirs and/or any other person or entity claiming rights through the Injured Party, now and in the future, the Asbestos Claimant hereby unconditionally fully and finally RELEASES, ACQUITS and FOREVER DISCHARGES the Asbestos Trust, the Trust Advisory Committee ("**TAC**"), and their respective trustees, agents, consultants, financial advisors, servants, employees, attorneys, heirs, executors (collectively the "**Releasees**"), from any liability in respect of an Asbestos Claim (and any claims related thereto), except as expressly provided in paragraph 4 herein.

2. The Asbestos Claimant 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 Claim released herein.

3. Except as expressly provided herein, the Asbestos Claimant intends this Release and Indemnity Agreement to be as broad and comprehensive as possible so that the Releasees shall never be liable, directly or indirectly, to the Injured Party or the Injured Party's heirs, legal representatives, successors or assigns, or any other person or entity claiming by, through, under or on behalf of the Injured Party, for or on account of any Asbestos Claim, whether the same is now known or unknown or may now be latent or may in the future appear to develop, including all spousal claims for the Injured Party's injuries. Notwithstanding the foregoing, nothing in this Release shall impair any upgrade rights of a Holder of any Asbestos Claim that has received payment in accordance with Article III of the TDP to file an additional claim for a higher Level 2-4 payment based on a new diagnosis that qualifies for a Level 2-4 and is a higher Disease Level than the Disease Level at which the Holder was previously paid ("**Upgrade Rights**"). The Asbestos Claimant expressly warrants and represents that the Asbestos Claimant has not assigned, conveyed, hypothecated, pledged or otherwise transferred the Asbestos Claim. If the Asbestos Claimant is an Official Representative, the Asbestos Claimant represents and warrants that the Asbestos Claimant has all requisite legal authority to act for, bind, release claims of and accept payment on behalf of the Injured Party and all heirs of the Injured Party on account of any Asbestos Claim against the Releasees and hereby agrees to indemnify and hold harmless to the extent of payment hereunder but excluding attorney's fees and costs, the Releasees from any loss, cost, damage or expense arising out of or in connection with the rightful claim of any other Entity to payments with respect to the Injured Party's Asbestos Claim.

4. This Release and Indemnity Agreement is not intended to bar any cause of action, right, lien or claim which the Asbestos Claimant may have against any alleged tortfeasor or other person or entity not included in the definition of Releasees. The Asbestos Claimant hereby expressly reserves all his or her rights against such persons or entities. This Release and Indemnity Agreement is not intended to release or discharge any Asbestos Claim or potential Asbestos Claim that the Injured Party's heirs (if any), spouse (if any), the Official Representative (if any) or the Official Representative's heirs (if any) (other than the Injured Party) may have as a result of their own exposure to asbestos or asbestos-containing products.

5. The Asbestos 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 Asbestos Claim, have been resolved or will be resolved from the proceeds of the settlement payment to the Asbestos Claimant under this Release or otherwise. It is further agreed and understood that no Releasee shall have any liability to the Claimant or any other person or entity in connection with such liens or reimbursement claims and that the Asbestos Claimant will indemnify and hold the Releasees harmless from any and all such alleged liability to the extent of payment hereunder, excluding attorney's fees and costs. In addition, the Asbestos Claimant will indemnify and hold the Releasees harmless, to the extent of payment hereunder, including attorney's fees and costs, from any and all liability arising from subrogation, indemnity or contribution claims related to any Asbestos Claim released herein.

6. The Asbestos Claimant expressly warrants and represents that, if it is not a natural person, it is in good standing in its place of domicile; that the execution of this Release is fully authorized by it; that the person or persons executing this Release have the necessary and appropriate authority to do so; and that there are no pending agreements, transactions or negotiations to which it is a party that would render this Release or any part thereof void, voidable or unenforceable.

7. It is further agreed and understood that if the Asbestos Claimant has filed a civil action against the Asbestos Trust, the Claimant shall dismiss such civil action and obtain the entry of an Order of Dismissal with Prejudice with respect to any Asbestos Claim released herein no later than 30 days after the date hereof. It is further agreed and understood that this Release shall be conclusive evidence of the Asbestos Claimant's consent to the dismissal of any such civil action.

8. The Asbestos Claimant understands that the Asbestos Claim released herein has been allowed by the Asbestos Trust, and a liquidated value has been established for such Asbestos Claim. The Asbestos Claimant acknowledges that, pursuant to the TDP, the Trust may only be able to pay the Asbestos Claimant a percentage, or pro rata distribution, of the liquidated value of such Asbestos Claim. The pro rata distribution applicable to the Asbestos Claim will be determined in the manner set forth in the TDP.

9. In the event of a verdict against others, any judgment entered on the verdict that takes into account the status of the Asbestos Trust as a joint tortfeasor legally responsible for the Injured Party's injuries shall be reduced to the extent of the pro-rata share recoverable by law from the Releasees herein, or to the extent of the amount paid for this Release by and/or on behalf of the Releasees, whichever is greater.

10. The Asbestos Claimant understands, represents and warrants this Release and Indemnity Agreement to be a compromise of a disputed claim and not an admission of liability by, or on the part of, the Releasees. Neither this Release and Indemnity Agreement, 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 and Indemnity Agreement. However, this Release and Indemnity Agreement is and may be asserted by the Releasees 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 Claim released herein, except as expressly provided herein.

11. The Asbestos Claimant (1) represents that no judgment debtor has satisfied, in full or in part, the Asbestos Trust's liability with respect to the Injured Party's Asbestos Claim as the result of a judgment entered in the tort system and (2) upon information and belief, represents that the Asbestos Claimant has not entered into a release (other than this Release and Indemnity Agreement) that discharges or releases the Trust's liability to the Asbestos Claimant with respect to the Injured Party's Asbestos Claim.

12. The Asbestos Claimant represents that he or she understands that this Release and Indemnity Agreement constitutes a final and complete release of the Releasees with respect to the Injured Party's Asbestos Claim, except as expressly provided in paragraph 4 herein. The Asbestos Claimant has relied solely upon his or her own knowledge and information, and the advice of his or her attorneys (if any), as to the nature, extent and duration of the Injured Party's injuries, damages, and legal rights, as well as the alleged liability of the Asbestos Trust and the legal consequences of this Release and Indemnity Agreement, and not on any statement or representation made by or on behalf of the Asbestos Trust.

13. This Release and Indemnity Agreement contains the entire agreement between the Asbestos Claimant and the Asbestos Trust and supersedes all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof, including, without limitation, any prior agreements or understandings with respect to the liquidation of the Asbestos Claim.

14. This Release and Indemnity Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof and shall be binding on the Injured Party and his or her heirs, legal representatives, successors and assigns. This Release and Indemnity Agreement shall inure to the benefit of any Releasee's successors or assigns.

15. This Release may be executed in counterparts, including by means of facsimile or electronic signature, each of which shall be deemed an original and which together shall constitute but one and the same instrument.

16. The Asbestos Claimant agrees that it will not assert any Asbestos Claims against any Releasee or, unless compelled to testify by subpoena, voluntarily assist in any way in the prosecution by any other Entity of any Asbestos Claim against any Releasee.

17. TO THE EXTENT APPLICABLE, THE ASBESTOS 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 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 RELEASEES.

THE ASBESTOS 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 RELEASEES FOR THOSE DAMAGES, EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH 4 HEREIN. THE ASBESTOS CLAIMANT ACKNOWLEDGES THAT HE OR SHE INTENDS THESE CONSEQUENCES.

18. If the Asbestos Claimant's counsel directed [INSERT NAME OF CLAIMS PROCESSOR] to transmit to the Asbestos Trust any information from the [NAME OF CLAIMS PROCESSOR] for purposes of settling the Asbestos Claim, the Asbestos Claimant acknowledges that the Asbestos Claimant consented to the disclosure, transfer and/or exchange of information related to the Asbestos Claim (including medical information) between the Asbestos Trust and [NAME OF CLAIMS PROCESSOR] in connection with its processing of the Asbestos Claim. The Asbestos Claimant states that the Asbestos Claimant has carefully read and understands the contents of this Release, that the Asbestos Claimant has had the opportunity to consult with the Asbestos Claimant's own counsel regarding the terms of this Release, and that this Release is entered into freely and voluntarily, and without coercion.

19. The Asbestos Claimant authorizes payment pursuant to Paragraph 8 to the Asbestos Claimant or the Asbestos Claimant's counsel, as trustee for the Asbestos Claimant.

Medicare Secondary Payer Certification

The Asbestos Claimant hereby represents and certifies to the Asbestos Trust that, in respect of the Asbestos Claim, the Asbestos Claimant has paid or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with or relating to the Asbestos Claim.

Certification

I state that I have carefully read the foregoing Release and Indemnity Agreement and know the contents thereof, and I sign the same as my own free act. I additionally certify, under penalty of perjury, that the information that has been provided by my attorneys to support the Asbestos Claim is true according to my knowledge, information and belief and further that I have the authority as the Asbestos Claimant to sign this Release and Indemnity Agreement.

I am: _____ the Injured Party
_____ the Official Representative of the Injured Party, the Injured Party's Estate, or the Injured Party's Heirs

EXECUTED this ____ day of _____, 20 ____.

Signature of the Asbestos Claimant

Name of the Asbestos Claimant:

SSN: XXX-XX-1234

Name of the Injured Party if different from the Asbestos Claimant:

INJURED PARTY SSN: XXX-XX-1234:

The Asbestos Claimant's signature must be authenticated by the signatures of two persons unrelated to the Claimant who witnessed the signing of this Release and Indemnity Agreement or by a notary public.

SWORN to and subscribed before me this ____ day of _____, 20 ____.

Notary Public

My Commission Expires

-OR-

Signatures of two persons unrelated to the Asbestos Claimant by blood or marriage who witnessed the signing of this Release and Indemnity Agreement:

Witness Signature

Witness Signature

Printed Name of Witness

Printed Name of Witness