

EXHIBIT P – RELEASE AND COVENANT NOT TO SUE

I, the undersigned Releasor (as defined below), am eligible to participate in the settlement of World Trade Center-related rescue, recovery, debris removal and clean-up litigation which settlement is known collectively as the World Trade Center Litigation Settlement Process Agreement and Final Settlement Agreement (hereinafter, “Final Settlement Agreement”).

I am signing this Release and Covenant Not to Sue (hereinafter, “Release”), which is an exhibit to the Final Settlement Agreement, resolving my claims, and the claims of others. I understand that this Release incorporates terms defined in the Final Settlement Agreement, and I have read the Final Settlement Agreement and this Release and discussed each and all of their respective terms and conditions with my counsel or have had the opportunity to discuss them with my counsel but elected not to do so.

I understand that the binding terms and conditions of my agreement to settle are set forth in the Final Settlement Agreement and that certain of those binding terms and conditions are not repeated in this Release. I hereby represent and warrant that I am signing this Release and thereby opting into the Final Settlement Agreement, purposefully and intentionally, understanding that I may or may not be entitled to any payment under the Final Settlement Agreement or to enroll in the Cancer Insurance Policy (as referenced in the Final Settlement Agreement) as set forth more fully in the Final Settlement Agreement and the other exhibits thereto.

In addition, I understand and agree that, in order to become eligible for any payment(s) under and/or to enroll in the Cancer Insurance Policy under the Final Settlement Agreement, I am required to release any and all Debris Removal Claims (as defined in the Final Settlement Agreement) that I and the other Releasing Parties (collectively, “Releasors” as defined below) had, have, or may have in the future, against the City of New York and the various entities that contracted with and/or provided services and/or assistance to the City of New York during and in the aftermath of the terrorist attacks on the World Trade Center on September 11, 2001, with respect to rescue, recovery, debris removal and clean-up operations at the WTC Site (as defined in the Final Settlement Agreement) and at other locations.

In consideration for the releases and covenants in this Release, I am electing to opt into the Allocation Process (as defined in the Final Settlement Agreement), to accept payments, if any, due to me pursuant to the terms, conditions and limitations of the Final Settlement Agreement, and to enroll for coverage under the Cancer Insurance Policy, subject to its terms, conditions and limitations.

I understand that by signing this Release, I am releasing, fully, finally and forever, and as set forth more fully below, all of my past, present and future Debris Removal Claims (as defined in the Final Settlement Agreement) against the WTC Captive Insurance Company, Inc. (hereinafter, “WTC Captive”) and all of the entities listed on Schedule A to this Release (hereinafter, “Settling Defendants” or, as defined in the Final Settlement Agreement, “Insureds”), as well as all of my past, present and future claims of any kind against them or any of them, also as more fully set forth below.

In consideration for the WTC Captive's and the Insureds' agreement to establish the Allocation Process, the expenses being incurred by the WTC Captive on its Insureds' behalf with respect to the Allocation Process, the WTC Captive's and its Insureds' waiver of defenses (except as reflected in the Allocation Process criteria themselves) in the context of the Allocation Process and for settlement purposes only, and the opportunity to submit my claim into the Allocation Process under the terms and conditions of the Final Settlement Agreement, I hereby give and make the following releases, waivers, acknowledgements, covenants and agreements for the benefit of the Released Parties.

This Release is also entered into by any Derivative Plaintiff (as more fully defined below) whose claims correspond to mine and who is eligible for payment, if any, as set forth in the Final Settlement Agreement and who executes a signature page hereto, in which case the agreement of such Derivative Plaintiff is incorporated in, and is part of, this Release. By signing this Release, any such Derivative Plaintiff and I understand and acknowledge that there is no assurance as to (i) the amount, if any, of payment to be made to either of us under the Allocation Process or (ii) my eligibility for benefits, if any, under the Cancer Insurance Policy, and these facts shall in no way affect the validity or effect of this Release.

Releases: On my own behalf and on behalf of each other Releasing Party, as defined below, and intending to be legally bound, I hereby knowingly and voluntarily release, remise, acquit and forever discharge the Released Parties and each of them from (i) any and all known and unknown rights, remedies, actions, claims, demands, causes of action, suits at law or in equity, verdicts, suits or judgments and Liens (as defined under "Liens and Other Third-Party Payor Claims," below), of any kind whatsoever relating in any way to or arising out of my Debris Removal Claims or any New Debris Removal Claims (as defined in the Final Settlement Agreement) I may purport to bring, which I or any other Releasing Party may have ever had, may now have or at any time hereafter may have against the Released Parties or any of them (hereinafter, "Claims") and (ii) any and all known and unknown debts, liabilities, obligations, covenants, promises, contracts, agreements and obligations, of any kind whatsoever (hereinafter, "Liabilities"), which the Released Parties or any of them may have ever had, may now have or at any time hereafter may have to me or any other Releasing Party with respect to such Debris Removal Claims or New Debris Removal Claims. These Claims and Liabilities are the "Released Claims and Liabilities."

In addition, on my own behalf and on behalf of each other Releasing Party, and intending to be legally bound, I hereby knowingly and voluntarily promise and covenant not to sue the Released Parties or any of them with respect to any known or unknown past, present or future injury or injuries relating to or arising out of my World Trade Center-related rescue, recovery, debris removal and/or clean-up work and/or volunteer service on and/or after September 11, 2001, at the WTC Site and/or at any other location, including without limitation for any and all unknown future injuries relating to, in whole or in part, or unrelated to my current injury or injuries, if any.

The term "Released Parties" means the WTC Captive and all of the Settling Defendants listed on Schedule A hereto, and each and all of their respective past, present, and/or future parents, subsidiaries, divisions, affiliates, joint venturers, predecessors, successors, assigns, transferees, officers (or the equivalent thereto), directors (or the equivalent thereto), shareholders

(or the equivalent thereto), managers, principals, employees, consultants, advisors, attorneys, agents, servants, representatives, heirs, trustees, executors, estate administrators and personal representatives (or the equivalent thereto).

The term "Releasing Parties" means (i) myself and (ii) any and all persons who have or assert the right to sue the Released Parties or any of them independently, derivatively or otherwise, by reason of their personal relationship with me, and/or otherwise by, through or under, or otherwise in relation to, including without limitation my Derivative Plaintiff, if any, my heirs, beneficiaries, surviving spouse, and the personal representative(s) (or the equivalent thereto) of my estate, if any.

I acknowledge that I (and/or any other Releasing Party) may in the future learn of additional and/or different facts as they relate to my World Trade Center-related rescue, recovery, debris removal and/or clean-up work and/or volunteer service on and/or after September 11, 2001, at the WTC Site or any other location and/or to any injury I (and/or any other Releasing Party) have ever claimed, or may at any time in the future claim, relates in any way to my World Trade Center-related rescue, recovery, debris removal and/or clean-up work and/or volunteer service on and/or after September 11, 2001, at the WTC Site or any other location. I understand and acknowledge the significance and consequences of releasing all of the Released Claims and Liabilities and hereby (on my own behalf and on behalf of each other Releasing Party) assume full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that I (and/or any other Releasing Party) may hereinafter incur or discover. To the extent that any law, statute, ordinance, rule, regulation, case or other legal provision or authority (each, a "Law") may at any time purport to preserve my and/or any other Releasing Party's right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, I hereby (on my own behalf and on behalf of each other Releasing Party) specifically and expressly waive (to the fullest extent permitted by applicable Law) each Releasing Party's rights under such Law. I further acknowledge having had an opportunity to obtain advice of counsel of my choice regarding this waiver and having discussed it with such counsel to my satisfaction or having had the opportunity to discuss it with such counsel but having elected not to do so.

On my own behalf and on behalf of each other Releasing Party, I acknowledge and agree that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each Released Party, and are intended to be as broad as can possibly be created.

WITHOUT LIMITING ANY OF THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED OR PROVEN THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, DEFECTIVE PRODUCT, MALICE, AND/OR CONDUCT OF ANY TYPE. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, ANY WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME BY OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS

AND/OR INCIDENTS THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.

Attorneys' Fees; Division of Any Settlement Payment: I understand that the Released Parties are not responsible for any attorneys' fees or costs I have paid, incurred or may at any time incur. I understand that, with respect to any payment that may be made to me pursuant to the Final Settlement Agreement (hereinafter, a "Settlement Payment"), any division of such Settlement Payments between me and any Derivative Plaintiff executing this Release, on the one hand, and our respective counsel, if any, executing a Certification of Counsel attached to this Release, on the other hand, as well as any such division between counsel executing a Certification of Counsel and any other counsel, shall be determined by contract(s) and/or retainer agreement(s) between and/or among such counsel and me, and such division, or any dispute in relation thereto, shall in no way affect the validity of this Release.

Pursuit of Certain Claims: I agree that I will never (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect or otherwise enforce, any of the Released Claims and Liabilities against or from any Released Party; (ii) institute or participate in any new legal action against any Released Party to any extent, or in any way, arising out of, relating to, resulting from and/or connected with my World Trade Center-related rescue, recovery, debris removal and/or clean-up work and/or volunteer service on and/or after September 11, 2001, at the WTC Site or any other location, and/or with any injury I and/or any other Releasing Party have ever claimed, or may at any time hereafter claim was caused in whole or in part by my World Trade Center-related rescue, recovery, debris removal and/or clean-up work and/or volunteer service on and/or after September 11, 2001, at the WTC Site or any other location; or (iii) attempt to execute or collect upon, or otherwise enforce against, any Released Party any judgment relating in any way to my World Trade Center-related rescue, recovery, debris removal and/or clean-up work and/or volunteer service on and/or after September 11, 2001, at the WTC Site or any other location.

Liens and Other Third-Party Payor Claims: I agree that prior to the first time, if any, that a Settlement Payment is made to me, I shall identify to the Lien Resolution Administrator (as defined in the Final Settlement Agreement) all Third Party Providers/Payors (as defined below) known to me to hold or assert any lien, pledge, charge, security interest, assignment, encumbrance, subrogation right, third-party interest and/or other adverse claim of any nature whatsoever ("Lien") with respect to any Settlement Payment (and/or the right to receive such Settlement Payment), through procedures and protocols to be established by the Lien Resolution Administrator, subject to approval by the Allocation Neutral (as defined in the Final Settlement Agreement).

A "Third Party Provider/Payor" is any provider or payor, public or private, of (i) health, hospital, medical, physician, healthcare and/or pharmaceutical services, products or expenses and/or (ii) any other form of compensation, including, but not limited to, federal and state governmental authorities (or other persons) providing Medicaid and/or Medicare services or benefits.

I understand and acknowledge that satisfaction and discharge of any and all Liens with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) is the

sole responsibility of me, any Derivative Plaintiff executing this Release and our respective counsel (if any) executing a Certification of Counsel attached to this Release and must, in relation to all governmental authorities that are Third Party Providers/Payors who hold or assert any Liens pursuant to any applicable statute, be established to the satisfaction of the Lien Resolution Administrator before any Settlement Payment (if any) can be disbursed to me and/or to any Derivative Plaintiff.

Prior to the first time, if any, that a Settlement Payment is made to me, I shall, jointly and severally with any Derivative Plaintiff who executes this Release (and with our respective counsel, if any, executing a Certification of Counsel attached to this Release), represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged. Furthermore, before any Settlement Payment is made to me, the WTC Captive, the Settling Defendants and/or any of them shall be entitled to proof of satisfaction and discharge of any or all such Liens pursuant to any applicable statute in relation to all governmental authorities that are Third Party Providers/Payors.

In addition to and without limitation of the foregoing, I hereby agree, jointly and severally with any Derivative Plaintiff who executes this Release and with our respective counsel, if any, executing a Certification of Counsel attached to this Release, to indemnify and hold harmless the WTC Captive, Settling Defendants and all other Released Parties and each of them from and against (i) any and all claims made or asserted at any time against them or any of them by any Third Party Provider/Payor with respect to any Lien(s) relating in any way to me or to any other Third Party Provider/Payor claim made or asserted at any time against them or any of them relating in any way to me and (ii) any and all damages, losses, costs, expenses (including, but not limited to, reasonable legal fees and expenses) and/or liabilities incurred or suffered by, or imposed upon, the WTC Captive, Settling Defendants, other Released Parties or any of them in connection with, arising out of or resulting from any claim described in clause (i) of this sentence. The WTC Captive has the right to set off against any Settlement Payment all or any portion of any amount payable to Releasor and/or any Derivative Plaintiff pursuant to the foregoing provisions of this paragraph. Furthermore and without limitation of the foregoing, upon receipt of any claim triggering the indemnification and hold harmless provisions set forth in this paragraph, at least one of the Released Parties affected by such claim shall provide notice to the Releasor's counsel within ten (10) days.

Confidentiality: I agree not to disclose to the media or to otherwise publicize the amount of any Settlement Payment to me or the amount of any benefit I later receive with respect to the Cancer Insurance Policy, except as may be required by applicable Law; provided, that I understand that I may disclose such information to my immediate family members and to my counsel, accountants and/or financial advisors, if any (each of whom I shall, upon such disclosure, instruct to maintain as strictly confidential information). I agree that if I materially breach this confidentiality provision, money damages would not be a sufficient remedy and, accordingly, without limitation of any other remedies that may be available at law or in equity, the WTC Captive and/or the Settling Defendants or any of them shall be entitled to specific performance and injunctive or other equitable relief as remedies for such breach.

Medical Documentation Authorization: I have authorized my counsel to obtain and supply (or, if I am not represented by counsel, I will obtain and supply) to the Allocation Neutral and to any separate Lien Resolution Administrator and their respective agents, employees, staff, auditors and others deemed necessary by each to assist them, all Qualifying Medical Records (as defined in the Final Settlement Agreement) and other documents, if any, I am required to submit to be considered for payment under the Final Settlement Agreement. In addition, if required by the Final Settlement Agreement, my counsel will supply (or, if I am not represented by counsel, I will supply) to the Allocation Neutral a release signed by me and authorizing all of my health, medical and/or pharmaceutical providers to release all of my records, regardless of the date(s) thereof, to the Allocation Neutral. Such authorization to release my records shall comply in all respects with the Health Insurance Portability and Accountability Act.

ACKNOWLEDGEMENT OF COMPREHENSION; NO GUARANTEE OF PAYMENT: I AM ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY. I WAS NOT INDUCED, PRESSURED OR INFLUENCED BY ANYONE TO SIGN THIS RELEASE. IN DECIDING TO SIGN THIS RELEASE AND WITH RESPECT TO ITS TERMS AND THE TERMS OF THE FINAL SETTLEMENT AGREEMENT, I DID NOT RELY ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY, OR ON BEHALF OF, THE RELEASED PARTIES OR ANY OF THEM. I UNDERSTAND AND ACKNOWLEDGE THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THIS RELEASE. I HAVE READ THIS RELEASE AND THE FINAL SETTLEMENT AGREEMENT OR HAVE HAD AMPLE OPPORTUNITY TO DO SO BUT ELECTED VOLUNTARILY NOT TO DO SO. I ALSO HAVE HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF MY CHOICE REGARDING THE TERMS AND LEGAL EFFECT OF THESE DOCUMENTS AND ABOUT MY DECISION TO ENROLL TO PARTICIPATE IN THE ALLOCATION PROCESS. I FURTHER ACKNOWLEDGE THAT I HAVE DISCUSSED ALL OF THESE MATTERS WITH THE MY COUNSEL EXECUTING THE “CERTIFICATION OF COUNSEL” ATTACHED TO THIS RELEASE, OR THAT I HAVE HAD THAT OPPORTUNITY BUT HAVE ELECTED NOT TO DO SO. SUCH COUNSEL HAS ANSWERED ALL MY QUESTIONS, IF ANY, TO MY SATISFACTION. IN ADDITION, I ACKNOWLEDGE THAT I UNDERSTAND THIS RELEASE AND THE FINAL SETTLEMENT AGREEMENT.

I UNDERSTAND THAT THERE IS NO GUARANTEE THAT I WILL RECEIVE ANY PAYMENT. IN ADDITION, I UNDERSTAND THAT IF ANY SETTLEMENT PAYMENT IS MADE TO ME, THE AMOUNT THEREOF IS NOT GUARANTEED. I ALSO UNDERSTAND THAT I MAY BE INELIGIBLE FOR BENEFITS UNDER THE CANCER INSURANCE POLICY. LASTLY, I UNDERSTAND THAT EVEN IF NO PAYMENT IS DUE TO ME UNDER THE FINAL SETTLEMENT AGREEMENT AND/OR IF I AM INELIGIBLE FOR BENEFITS UNDER THE CANCER INSURANCE POLICY, THIS RELEASE SHALL REMAIN VALID AND BINDING.

Waiver of Certain Provisions Regarding Timing of Any Payments. If I have any civil action pending in any jurisdiction that has enacted, promulgated or otherwise adopted any Law containing provisions that establish specific time periods within which settlement funds, if any, must be paid to me in connection with the settlement of such civil action and/or impose

sanctions, penalties or other similar obligations against the paying party if the settlement funds are not paid within such time periods and/or invalidate or otherwise affect the terms of the settlement of such civil action, I hereby (i) specifically and expressly waive (to the fullest extent permitted by applicable Law) my rights under any such provisions and (ii) agree that payment of any Settlement Payment shall be made solely in accordance with the terms and conditions of the Final Settlement Agreement.

No Admission of Fault: I understand and agree that the WTC Captive and the Settling Defendants have entered into this Release and the Final Settlement Agreement solely by way of compromise and settlement. These documents are not, and shall not be construed at any time to be, an admission of liability, responsibility or fault by the WTC Captive, the Settling Defendants and/or any other Released Parties or any of them.

Representations and Warranties: I hereby represent and warrant that:

1. I have full power, authority and capacity to enter into this Release, which is binding and enforceable in accordance with its terms;
2. Except as set forth in the “Attorneys’ Fees; Division of Any Settlement Payment” section above, I have the sole right to receive any and all Settlement Payments, if any, due to me under the Final Settlement Agreement; and
3. Except with respect to any Liens (as defined above) held by a “Third Party Provider/Payor” (as defined above), neither I nor any other Releasing Party has sold, assigned, transferred or otherwise disposed of or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.

Governing Law: This release shall be governed by and construed in accordance with the substantive law of New York State without regard to any choice-of-law rules, unless and to the extent New York State law is inconsistent with or preempted by federal law, in which case federal law shall apply as set forth in the Section 408(b)(2) of the Air Transportation Safety and System Stabilization Act of 2001.

Severability: I agree that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be deemed amended to delete the invalid or unenforceable provision, and this Release shall otherwise remain in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, I hereby (on my own behalf and on behalf of each other Releasing Party) specifically and expressly waive any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

Legal Representatives: If I am signing this Release as a legal representative of a deceased Primary Plaintiff (as defined in the Final Settlement Agreement), I represent and warrant that I have the requisite authority do to so and that I understand that the references in this Release to my injury and to my rescue, recovery, debris removal and/or clean-up work and/or volunteer services at the WTC Site and/or other locations on and/or after September 11, 2001, refer to the decedent, and not to me personally. Furthermore, to the extent any payment(s) are made to me on the deceased Primary Plaintiff's behalf, before accepting such payment(s), I will obtain judicial approval of this Release to the extent required under applicable Law.

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SIGNATURE AND AGREEMENT BY RELEASOR

IN WITNESS WHEREOF, I executed this Release effective as of the date below:

RELEASOR'S NAME: _____
SOCIAL SECURITY NO.: _____ - _____ - _____
EXECUTED ON: _____, 20__.

RELEASOR'S SIGNATURE: _____

On _____, 20__, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the written instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

WITNESS my hand and official seal

Notary Public in and for the

SIGNATURE AND AGREEMENT BY DERIVATIVE PLAINTIFF

I have sued the Settling Defendants or any of them by reason of my relationship with Releasor. I hereby enter into the Release to which this page is attached and agree to be bound by its terms (and, without limitation, hereby give and make all releases, waivers, acknowledgements, agreements, representations, warranties and indemnities) on the same basis as Releasor as set forth therein. This agreement is effective as of the date set forth below.

IN WITNESS WHEREOF, I executed this Release effective as of the date below:

DERIVATIVE PLAINTIFF'S NAME: _____
SOCIAL SECURITY NO.: _____ - _____ - _____
EXECUTED ON: _____, 20__

DERIVATIVE PLAINTIFF'S SIGNATURE: _____

On _____, 20__, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the written instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

WITNESS my hand and official seal

Notary Public in and for the

**CERTIFICATION OF COUNSEL FOR RELEASOR
AND FOR DERIVATIVE PLAINTIFF, IF ANY**

I, counsel for Releasor and for Derivative Plaintiff, if any, represent and declare that:

1. Releasor and Derivative Plaintiff, if any, have at all relevant times been represented by me. I have provided Releasor and Derivative Plaintiff, if any, a copy of the Release to which this Certification of Counsel is attached and have made available to Releasor and Derivative Plaintiff, if any, a copy of the Final Settlement Agreement referred to in the Release, including all exhibits to the Final Settlement Agreement and schedules to those exhibits.

2. I discussed with Releasor and Derivative Plaintiff, if any, or gave each and all of them the opportunity to discuss with me, the terms and legal effect of all of the foregoing documents and the decision by Releasor and Derivative Plaintiff, if any, to execute the Release and to participate in the Allocation Process (as defined in the Final Settlement Agreement), and I answered any and all questions Releasor and/or Derivative Plaintiff, if any, posed to me.

3. I certify that, having had a full opportunity to read, understand, and inquire of counsel about the terms and conditions of the foregoing documents, Releasor and Derivative Plaintiff, if any, do not have, and I do not have, any objection to the terms of this Release or to any of the other foregoing documents.

4. I have made no assurance, promise, guarantee or misrepresentation to Releasor, Derivative Plaintiff, if any, and/or to any other Releasing Party concerning the amount, if any, of any payment(s) which Releasor or Derivative Plaintiff, if any, will receive under the Final Settlement Agreement. Furthermore, I have made no assurance, promise, guarantee or misrepresentation to Releasor concerning the amount, if any, of benefits which may become due to him or her under the Cancer Insurance Policy attached to the Final Settlement Agreement as Exhibit E. In addition, I have explained to Derivative Plaintiff, if any, that he or she is ineligible for benefits under that Cancer Insurance Policy. I also have complied at all relevant times with Model Rule of Professional Conduct 1.8(g) and N.Y. Code of Professional Responsibility DR 5-106(A).

5. I further agree to be bound by the "Confidentiality" section in this Release and my joint and several obligations to provide representations and warranties regarding the satisfaction of, and indemnification with respect to, Liens as set forth under "Liens and Other Third-Party Payor Claims" herein.

READ AND AGREED BY COUNSEL FOR RELEASOR:

NAME: _____

SIGNATURE: _____

FIRM: _____

EXECUTED ON: _____, 20____

**SCHEDULE A – LIST OF SETTLING DEFENDANTS
(ALSO REFERRED TO AS “INSUREDS” IN THE FINAL SETTLEMENT AGREEMENT)**

CITY OF NEW YORK, including the:
BOARD OF EDUCATION OF THE CITY OF NEW YORK
BOROUGH OF MANHATTAN COMMUNITY COLLEGE
CITY UNIVERSITY OF NEW YORK
NEW YORK CITY DEPARTMENT OF EDUCATION
NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY
A RUSSO WRECKING
ACROW
ALLCOM ELECTRIC
AMEC CONSTRUCTION MANAGEMENT, INC.
AMEC EARTH AND ENVIRONMENTAL
ANTHONY CORTESE SPECIALIZED HAULING LLC
ASG PEST CONTROL
ATC GROUP SERV/DBA ATC ASSOCIATES
ATLANTIC HEYDT CORP.
ATLAS CONCRETE
AVANTI DEMOLITION & CARTING CORP.
BECHTEL CONSTRUCTION, INC.
BERGEN CONCRETE CUTTING
BERKEL & CO. CONTRACTORS, INC.
BIG APPLE WRECKING & CONSTRUCTION
BOVIS LEND LEASE LMB, INC.
BREEZE CARTING
BREEZE NATIONAL, INC.
BRER FOUR TRANSPORTATION
BURO HAPPOLD CONSULT ENG.
C & D FIREPROOFING
C & D PAINTING, INC.
C.B. CONTRACTING CORP.
CANRON CONSTRUCTION CORP.
CANTOR SEINUK GROUP
CERTIFIED FENCE CORP.
CIVETTA COUSINS
CLARCO ENTERPRISE CORP.
COMPONENT ASSEMBLY SYS
COORDINATED METALS, INC.

CORD CONTRACTING CO., INC.
CRAIG TEST BORING
CRITICOM INTERNATIONAL CORP
DAKOTA DEMO-TECH
DESIMONE CONSULTING ENGINEERS, PLLC
DCM ERECTORS, INC.
DIAMOND POINT EXCAVATION CORP
DIEGO CONSTRUCTION
DIVERSIFIED CARTING
DMT ENTERPRISE
D’ONOFRIO GENERAL CONTRACTORS CORP.
EAGLE LEASING & INDUSTRIAL SUPPLY (SEASONS)
EAGLE ONE ROOFING CONTRACTORS, INC.
EAGLE SCAFFOLDING CO. (SEASONS)
EJ DAVIES, INC.
EN-TECH CORP.
ENTERTAINMENT PARTNERS
ET ENVIRONMENTAL
EVERGREEN RECYCLING OF CORONA (EROC)
EWELL W. FINLEY, P.C.
EXECUTIVE MED SERVICES, PC
F&G MECHANICAL CORPORATION
FELIX EQUITIES, INC.
FLEET TRUCKING
FRANCIS A. LEE EXTERIOR RESTORATION
FRANK MICELLI JR CONTRACTING
FTI TRUCKING
G & G CONTRACTING, INC.
GILSANZ, MURRAY, & STEFICEK
GINO CRACOLICI & SONS, INC.
GOLDSTEIN ASSOCIATES PLLC
GRACE INDUSTRIES
GUY NORDENSON AND ASSOCIATES
HALLEN WELDING SERVICE
HELMSMAN MANAGEMENT SERVICES, INC.
HGC CONTRACTING CORP.
HIGH RISE HOISTING AND

SCAFFOLDING
HIGH-RISE ELECTRIC, INC.
HP ENVIRONMENTAL
JP EQUIPMENT RENTAL MATERIALS, INC.
KEVIN MCMANUS
KOCH SKANSKA, INC.
LAQUILLA CONSTRUCTION, INC.
LASTRADA GENERAL CONTRACTING CORP.
LESLIE E. ROBERTSON ASSOCIATES
LIBERTY MUTUAL GROUP
LIRO
LOCKWOOD, KESSLER & BARTLETT (LKB)
LUCIUS PITKIN
LZA TECH-DIVISION OF THORTON TOMASETTI
M. G. MCLAREN, P.C.
MANAFORT BROTHERS, INC.
MAZZOCCHI WRECKING, INC.
MEDCOR, INC.
MENT BROTHERS
MERIDIAN CONSTRUCTION GROUP
MG MCLAREN P.C.
MORETRENCH AMERICAN, CORP.
MRA ENGINEERING, PC
MUESER RUTLEDGE CONSULTING ENGINEERS
MUSCO SPORTS LIGHTING, LLC
NACIREMA INDUSTRIES
NEW YORK CRANE & EQUIPMENT CORP.
NICHOLSON CONSTRUCTION CO.
NICHOLSON/HEYWOOD JOINT VENTURE
OFF ROAD WELDING, INC.
THE OFFICES OF JAMES RUDERMAN, LLP
OLYMPIC PLUMBING AND HEATING
OVE ARUP & PARTNERS
PARSON GROUP
PETER SCALAMANDRE & SONS
PINNACLE ENVIRONMENTAL
PLAZA CONSTRUCTION CORP.
PRO SAFETY SERVICES, LLC
PT & L CONTRACTING CORP.
REGIONAL SCAFFOLD & HOISTING CO, INC.

RICH MARK ENVIRONMENTAL SERVICES, INC.
ROBER SILMAN ASSOCIATES
ROBERT C STEWART
ROBERT ERRAT
ROBERT L GEROSA
RODAR ENTERPRISES, INC.
ROYAL GM, INC.
SAB TRUCKING
SAFEWAY ENVIRONMENTAL
SEMCOR EQUIPMENT
SEVERUD ASSOCIATES CONSULTING ENGINEERS
SHELDRAKE ORGANIZATION, INC.
SILVERADO CONTRACTORS
SILVERITE CONTRACTING
SIMPSON, GUMPERTZ, & HEGER
SKIDMORE, OWINGS & MERRILL LLP
STAR DELTA ELECTRIC
STIER, ANDERSON & MALONE
SUMMIT STRUCTURES LLC
TELENET COMMUNICATIONS
THYSSEN KRUPP ELEVATOR CO.
TOMASETTI GROUP
TORETTA TRUCKING
TOTAL SAFETY CONSULTING LLC
TUCCI EQUIPMENT RENTAL CORP
TULLY CONSTRUCTION
TURNER CONSTRUCTION COMPANY
ULTIMATE DEMOLITION/CS HAULING (JOINT VENTURE)
UNITED STATES REBAR
VANGUARD EQUIPMENT RENTALS
VERTICAL TECHNOLOGIES
VOLLMER ASSOCIATES
W HARRIS & SON INC.
WALTER WHITE TRUCKING
WEEKS MARINE, INC.
WEIDLINGER ASSOCIATES
WHITNEY CONTRACTING
WOLKOW BRAKER ROOFING
YANNUZZI & SONS, INC.
YONKERS CONTRACTING
YORK HUNTER CONSTRUCTION, LLC
ZIEGENFUSS DRILLING