

**EXHIBIT A**

CNA Companies Settlement Agreement

(Attached)

### **SETTLEMENT AGREEMENT AND RELEASE**

This Agreement (the “Agreement”) is made as of the Execution Date by The Continental Insurance Company, Columbia Casualty Company, and American Casualty Company of Reading, Pennsylvania (together and as defined below, the “CNA Companies”) on the one hand, and Oakfabco, Inc. (“Oakfabco,” as defined below) on the other hand. Each of the foregoing is a “Party” and collectively “Parties.”

### **RECITALS**

WHEREAS, claims have been made against Oakfabco and Oakfabco has been named as a defendant or as a cross-defendant in numerous lawsuits wherein the plaintiffs seek money damages from Oakfabco for bodily injuries alleged as the result of exposure to asbestos-containing products allegedly manufactured or sold by Oakfabco (“Asbestos Claims” as defined below).

WHEREAS, the CNA Companies each issued or allegedly issued the Policies (as defined below) to Oakfabco’s predecessor pursuant to one or more of which the CNA Companies, along with other insurers, have been contributing to the defense or indemnity of the Asbestos Claims;

WHEREAS, the insurers who have been contributing to the defense and indemnity of the Asbestos Claims have notified Oakfabco that the limits of some of the insurance policies available to defend or contribute to the costs of defending Oakfabco for the Asbestos Claims are nearing exhaustion;

WHEREAS, Oakfabco has determined that it would be prudent for Oakfabco to commence a bankruptcy proceeding under chapter 11 of the Bankruptcy Code to provide for an orderly distribution of the remaining limits of the insurance available to Oakfabco for the Asbestos Claims and to provide for the orderly resolution and payment of the Asbestos Claims;

WHEREAS, the CNA Companies, along with other Oakfabco insurers, have reached an agreement with Oakfabco to liquidate their remaining insurance coverage, and resolve any potential disputes regarding the Policies and coverage relating to Oakfabco, subject to the terms and conditions of this Agreement by agreeing to buy back all of the Policies to provide the funding necessary for the resolution of the Asbestos Claims in a manner that is satisfactory to Oakfabco and its creditors; and

WHEREAS, the Parties agree and understand that this Agreement will be an executory contract in Oakfabco's bankruptcy case, and that creditors and parties-in-interest therein will have the opportunity to appear and be heard in the Bankruptcy Court on the question of whether the assumption of this Agreement is in the best interest of the Oakfabco bankruptcy estate;

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

## **I. DEFINITIONS**

As used in this Agreement, the following terms have the meanings set forth below.

1. "Approval Date" means the date on which the Approval Order becomes a Final Order.
2. "Approval Order" means an order, in substantially the form attached hereto as Exhibit 1, with only such modifications as are acceptable to the Parties, entered by the Bankruptcy Court under Bankruptcy Code Sections 105, 363, and 365, and Bankruptcy Rules 6004, 6006 and 9019, as well as any other provision of the Bankruptcy Code or Bankruptcy Rules as may be appropriate, which Order shall: (a) approve Oakfabco's assumption of this Agreement under Section 365 of the Bankruptcy Code; (b) authorize Oakfabco to undertake the remaining transactions contemplated by this Agreement, (c) authorize the sale of the Policies to the CNA Companies free and clear of any and all Interests under Section 363(f) of the

Bankruptcy Code; (d) find that CNA Companies are good faith purchasers of the Policies and, as such, are entitled to all protections provided to a good faith purchaser under Bankruptcy Code Section 363(m); (e) provide for the Injunction (as defined below); (f) find that the releases in the Agreement and the policy buyback therein comply with the Bankruptcy Code and applicable nonbankruptcy law; (g) approve the Agreement and find that the consideration exchanged constitutes a fair and reasonable settlement of the Parties' respective rights and obligations and constitutes reasonably equivalent value; (h) rule that upon the Approval Date the Policies shall be terminated and of no force and effect and be exhausted in respect of all coverages thereunder; (i) find that the Agreement is binding on any chapter 11 trustee for Oakfabco and on any liquidating or other trust or distribution vehicle established under a chapter 11 plan for Oakfabco, and on any chapter 7 trustee in the event the case is converted to chapter 7; and (j) provide the release by Claimants set forth at Section 3.8 herein. Oakfabco shall use its best efforts to obtain an order in the form attached hereto as Exhibit 1 and, if not, pursuant to Section 3.6 below, agrees to work cooperatively with the CNA Companies to the extent modifications to the Order are necessary.

3. “Asbestos Claim” means any Claim including Direct Action Claims (as defined below) relating to, arising out of, or caused in whole or in part by, in any manner or fashion, asbestos, asbestos-containing products, or material, in whole or part, including mixed dust, irrespective of whether such Claims fall within or outside the scope of the definitions of “products liability,” “products hazard,” or “completed operations hazard,” or their equivalents, contained in the Policies. “Asbestos Claim” includes Claims for contribution, indemnity, reimbursement, or otherwise arising from the foregoing.

4. “Bankruptcy Case” means the case to be commenced by Oakfabco under chapter 11 of the Bankruptcy Code on or prior to August 15, 2015, in the Bankruptcy Court.

5. “Bankruptcy Code” means title 11 and the applicable provisions of titles 18 and 28 of the United States Code, as amended from time to time.

6. “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Illinois.

7. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

8. “Claims” means any and all past, present, or future, known or unknown, foreseen or unforeseen, direct or indirect, fixed or contingent, matured or unmatured, liquidated or unliquidated, claims (including “claim” as defined in Section 101(5) of the Bankruptcy Code), proofs of claim, causes of actions, cross-claims, liabilities, rights, demands (including letter demands, notices, or inquiries from any person or government agency), penalties, assessments, damages, requests, suits, lawsuits, costs (including attorneys' fees and expenses), interest of any kind, actions, administrative proceedings, criminal proceedings, or orders, of whatever nature, character, type, or description, whenever and however occurring, whether at law or in equity, and whether sounding in tort or contract, or any statutory, regulatory, or common law claim or remedy of any type including, without limitation: (a) any Asbestos Claim; (b) any claim seeking any type of relief, including compensatory, consequential, exemplary, or punitive damages, rescission, or declaratory, or injunctive relief; (c) any claim for billing or premium adjustments; or (d) any claim on account of alleged bad faith, failure to act in good faith, violation of any duty of good faith and fair dealing, violation of any unfair claims practices act or similar statute, regulation, or code, any unfair claims handling or settlement practices, fraud, conspiracy,

concerted action, or other type of alleged misconduct; or (e) any other act or omission of an insurer of any type for which a claimant might seek relief.

9. “CNA Companies” means the insurance companies identified by name in the introductory paragraph of this Agreement and their past, present, and future, direct and indirect, directors, officers, shareholders, employees, agents (including Resolute Management Inc.), partners, representatives, attorneys, parents, affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, beneficiaries, and assigns, acting in their respective capacities as such.

10. “Direct Action Claim” means any Claim by any Person other than Oakfabco directly against the CNA Companies under any Policy that arises from the activities or products of Oakfabco, or any insurance contract or Policy that is, or may in the future be, asserted to provide coverage for any of the aforementioned Claims, whether arising by contract, in tort, by statute, or common law under the laws of any jurisdiction, including any statute that gives a third party a direct cause of action against an insurer.

11. “Estate” means the bankruptcy estate created under Section 541 of the Bankruptcy Code for Oakfabco as a result of the filing of the Bankruptcy Case.

12. “Execution Date” means the first day upon which all Parties have executed this Agreement.

13. “Final Order” means an order or judgment (including any modification or amendment thereof) that remains in effect and has not been reversed, vacated or stayed, and as to which the time to appeal or seek review, rehearing, or writ of certiorari has expired and as to which no appeal or petition for review, reconsideration, rehearing, or certiorari has been taken or, if taken, has been resolved and no longer remains pending.

14. “Including” means including without limitation.

15. “Injunction” means a permanent injunction pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code to become effective upon the Approval Date permanently enjoining the prosecution, continuation, or commencement of any Interest that any Person holds or asserts or may in the future hold or assert against the CNA Companies, arising out of, based upon, attributable to, in connection with, or in any way related to or derived from, directly or indirectly, any of the Policies (including the proceeds or coverage thereunder) or Claims (including Asbestos Claims) that may be covered thereunder, whether based in contract, tort, or otherwise. The Injunction shall enjoin all Claims released under Section 4.1(a) of this Agreement.

16. “Insurance Coverage Claim” means any Claim seeking defense or indemnity or any other benefit, including any claim for contribution or indemnity by Other Insurers, under or relating to the Policies, including as to alleged existence and exhaustion of applicable limits of each and every Policy. “Insurance Coverage Claims” does not mean a dispute arising under or with respect to this Agreement.

17. “Interests” means all liens, Claims (including Asbestos Claims and Direct Claims), encumbrances, interests, demands, and other rights of any nature, whether at law or in equity.

18. “Motion” means the motion, and any exhibits attached thereto, to be filed by Oakfabco with the Bankruptcy Court for approval of Oakfabco’s assumption of this Agreement and the sale of the Policies and entry of the Approval Order, which Motion shall be in form and substance acceptable to the CNA Companies.

19. “Notice of Motion” means the notice of the Motion which notice shall be in form and substance acceptable to the CNA Companies, and which notice Oakfabco shall serve at the time it files the Motion with the Bankruptcy Court on the Persons, and in accordance with the terms, set forth in Section 3.3 of this Agreement.

20. “Other Insurer” means any Person, other than the CNA Companies, that provided, or is claimed to have provided, any insurance coverage to Oakfabco.

21. “Oakfabco” means Oakfabco, Inc., formerly known as Kewanee Boiler Corporation, and (acting in their capacities as such) each of its respective past, present, and future directors, officers, shareholders, employees, agents, partners, representatives, attorneys, parent and affiliated corporations, subsidiaries, divisions, joint ventures, predecessors, successors, beneficiaries, and assigns.

22. “Person” means and includes a natural person or persons, a group of natural persons acting as individuals, a group of natural individuals acting in collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, partnership, limited liability company or limited partnership, a proprietorship, joint venture, trust, legal representative, or any other unincorporated association, business organization or enterprise, any government entity and any successor in interest, heir, executor, administrator, trustee, trustee in bankruptcy, or receiver of any person or entity.

23. “Petition Date” means the date on which Oakfabco files the Bankruptcy Case.

24. “Policies” means: (a) insurance policies listed on Exhibit 2 attached hereto; (b) any other known or unknown primary, umbrella, excess, or other liability insurance policies, contracts, or coverages of any nature, type, or kind, issued or allegedly issued by the CNA



Companies under which Oakfabco is, allegedly may be, or claims to be an insured, named insured, additional insured, additional named insured, or otherwise entitled to any insurance coverage or benefits; and (c) any binders, cover notes, and endorsements to any policies referenced in (a) or (b) above. With respect to Policies issued to Persons other than Oakfabco under which Oakfabco has or claims to have, the right to insurance coverage, the term “Policies” means only that insurance coverage offered by such Policies to Oakfabco.

25. “Settlement Amount” means the sum of the amounts to be paid by the CNA Companies pursuant to Section 2.2 of this Agreement.

References to this Agreement and other documents shall be deemed to include all subsequent amendments and other modification thereto.

## **II. SALE OF POLICIES AND PAYMENT OF SETTLEMENT AMOUNT**

2.1 Subject to all of the terms and conditions of this Agreement, including without limitation the approval of the Bankruptcy Court, in full and final settlement of all responsibilities under and arising out of the Policies, and in consideration of the conveyance of the Policies to the CNA Companies, the Companies shall purchase from Oakfabco, and Oakfabco shall sell, convey, transfer, and deliver to the CNA Companies, upon the Approval Date, each of the Policies, and any and all rights under the Policies, free and clear of any and all Interests of any and all Persons.

2.2 Subject to all of the terms of this Agreement, in full and final settlement of all responsibilities under and arising out of the Policies, and in consideration of the sale of the Policies to the CNA Companies free and clear of any and all Interests of any and all Persons, the

CNA Companies shall make the following payments to or for the benefit of Oakfabco and its Estate as follows:

(a) (i) Within thirty (30) days of the Execution Date, \$450,000; and (ii) within thirty (30) days of the date on which the Motion is filed, \$450,000 (collectively the “First Payments”). Upon the filing of the Bankruptcy Case and the receipt by Oakfabco or the Estate of the monies that comprise the First Payments, the First Payments shall become part of the Estate and its use and disbursement for administrative costs or creditor distribution shall be in accordance with the Bankruptcy Code and, where required by the Bankruptcy Code or Bankruptcy Rules, subject to the approval of the Bankruptcy Court. The Parties agree that the First Payments constitute indemnity payments under the Policies.

(b) Within thirty (30) days of the Approval Date, \$8,883,079.80. All amounts paid pursuant to this clause shall be paid for the resolution of Asbestos Claims asserted against Oakfabco or as authorized by the Bankruptcy Code and Bankruptcy Rules or by Bankruptcy Court order.

The First Payments provided for in (a) above shall be made by check to the Reed Smith LLP client funds account in accordance with the written instructions previously provided and the subsequent payment provided for in (b) above shall be by check as directed in writing 30 days prior to the date such payment is due.

2.3 The Parties agree that: (a) the Settlement Amount is the total amount the CNA Companies are obligated to pay on account of any and all Claims of any kind made under or related to the Policies or the CNA Companies having issued any of the Policies; (b) under no circumstance will the CNA Companies ever be obligated to make any additional payments to

Oakfabco, the Estate, or any other Person in connection with the Policies or directly or indirectly related to or arising out of the CNA Companies having insured Oakfabco; (c) all limits of liability of the Policies, including all per occurrence and aggregate limits, shall be deemed fully and property exhausted; (d) the Settlement Amount is the full purchase price of the Policies, and upon the Approval Date, the CNA Companies shall be deemed to own the Policies free and clear of any and all Interests of any Person; (e) subject to the terms of this Agreement and the occurrence of the Approval Date, the CNA Companies shall have no further obligation to Oakfabco, the Estate, or any other Person under the Policies for any Claim; and (f) the Settlement Amount is at least equal to the fair value of the Policies.

2.4 Effective immediately upon the Approval Date, and without any further action by any of the Parties, all of Oakfabco's rights and the rights of all other Persons under and with respect to the Policies shall be deemed fully and properly exhausted, and shall be permanently and irrevocably extinguished as if the Policies had never been issued.

### **III. BANKRUPTCY-RELATED OBLIGATIONS**

3.1 Oakfabco shall commence the Bankruptcy Case no later than August 15, 2015.

3.2 Within thirty (30) business days after the Petition Date, Oakfabco shall file the Motion pursuant to Bankruptcy Code Sections 105, 363, 365, and Bankruptcy Rules 6004, 6005, and 9019. Oakfabco shall seek a hearing date that will allow creditors and parties-in-interest a reasonable opportunity to review and respond to the Motion. Oakfabco covenants and agrees that it will use its best efforts to obtain prompt entry of the Approval Order as a Final Order.

3.3 Oakfabco shall, promptly upon filing the Motion, serve a copy of the Motion together with the Notice of Motion on: (a) each Person known to Oakfabco to have a Claim

against it or the Estate through participating in the Bankruptcy Case, the filing of a lawsuit, or the filing of a proof of claim or other assertion of a Claim, or otherwise (and to his, her, or its counsel of record if known to Oakfabco); (b) any and all Persons known to Oakfabco entitled or allegedly entitled to insurance coverage under the Policies, including additional insureds and those Persons falling within a policy definition of “named insured”; (c) all other Persons who or that have filed timely proofs of claim in the Bankruptcy Case; (d) all Persons known to have provided general liability insurance to Oakfabco; (e) co-defendants in prepetition litigation brought by holders of Asbestos Claims; (f) all Persons on any master service list maintained in the Bankruptcy Case; and (g) all other parties in interest pursuant to Bankruptcy Rules 2002 and 6004 and any other applicable local rules, including any Person who or that filed a notice of appearance and demand for service of papers in the Bankruptcy Case. In addition, to ensure the broadest notice possible, Oakfabco shall publish notice of the Motion and the hearing twice in USA Today and the Chicago Tribune, or such other or additional publications as are mutually acceptable to the Parties. As soon as reasonably practical after filing the Motion, Oakfabco shall file in the Bankruptcy Case a certificate of the service provided by mail and by publication.

3.4 If the Approval Order or any other order of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (or a petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto), Oakfabco agrees to take all steps as may be reasonable and appropriate to defend against such appeal, petition, or motion; provided however, that nothing herein shall preclude the Parties from consummating the transactions contemplated herein if the Approval Order shall have been entered and has not been stayed and the CNA

Companies, in their sole discretion, waive in writing the requirement that the Approval Order be a Final Order.

3.5 Each of the Parties further agrees not to take any appeal from, or to seek to reopen, reargue, obtain reconsideration of, or otherwise contest or challenge in any way, directly or indirectly, the Approval Order or any other order provided for by, or executed or entered pursuant to, or in implementation of, this Agreement, except to the extent that any such order shall be inconsistent with the terms hereof.

3.6 Oakfabco agrees to reasonably cooperate with the CNA Companies and their representatives in connection with the Approval Order and the Bankruptcy Case. Such reasonable cooperation shall include consulting with the CNA Companies at their request (so long as such request is not unreasonable) concerning the status of the Bankruptcy Case, including the status of the Motion or any objections to the Motion, and providing the CNA Companies with copies of requested pleadings, notices, proposed orders, and other non-privileged documents relating to the Bankruptcy Case, the Motion, or the service of the Motion as soon as reasonably practicable and in any event no later than when such documents are provided to holders of Asbestos Claims or their counsel. Oakfabco further covenants and agrees that Oakfabco will not submit to the Bankruptcy Court for approval any filing, motion, adversary proceeding, or other request the approval of which could conflict with, supersede, abrogate, nullify, modify, or restrict the terms of the Agreement and the rights of the CNA Companies hereunder, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement, including any transaction that is contemplated by or approved pursuant to the Approval Order. The CNA Companies' rights to object to any

action Oakfabco or the Estate proposes to take or fees or costs to be incurred or paid by or on behalf of the Estate shall not be limited by anything in this Agreement, and Oakfabco agrees that the CNA Companies have standing to assert any such objections.

3.7 In the event that, at any time after the Approval Date and prior to the termination of the Bankruptcy Case, any Person asserts a Claim against the CNA Companies arising out of, or related to, any matter released by this Agreement, Oakfabco shall immediately seek an order from the Bankruptcy Court enjoining such Claim. In the event that, after the filing of the Bankruptcy Case and prior to the CNA Companies' payment under Section 2.2(b) of the Agreement, any claimant asserts a Claim based upon a wrongful act relating to an Asbestos Claim against any officer, director, shareholder, attorney, employee, representative, or agent of Oakfabco (in their capacities as such), Oakfabco shall provide immediate notice to the CNA Companies, and Oakfabco shall immediately seek an order from the Bankruptcy Court enjoining such Claim. In the event such an injunction does not issue, Oakfabco shall seek authority from the Bankruptcy Court to use Estate funds to respond to such Claim. In the event the injunction does not issue and the Bankruptcy Court declines to permit use of Estate funds to respond to such Claim, the CNA Companies shall favorably consider a reasonable request by Oakfabco to advance up to \$100,000 in the aggregate on account of all such Claims for such purpose. If any such sum is advanced, such amount shall reduce the limits available under the Policies acknowledged by the CNA Companies and reduce dollar-for-dollar the amount of payment under Section 2.2(b). Oakfabco shall fully cooperate with the CNA Companies, and the CNA Companies shall have the right to select counsel.

3.8 The Approval Order and any chapter 11 plan as to Oakfabco shall provide that as a condition to the receipt of any payment from the trustee or other payor of Asbestos Claims, each holder of an Asbestos Claim shall execute a release that, as to the CNA Companies, is materially the same in scope and substance as the relevant Claimant Release attached hereto as Exhibit 3 (for any claimant who is a living Person) or Exhibit 4 (for any claimant who alleges an Asbestos Claim on behalf of a decedent's estate). At no time shall the scope or contents of the form of any Claimant Release provided for in this Section as it applies to the CNA Companies be modified without the CNA Companies' written consent. Neither the Estate nor any trust or entity paying Claims against Oakfabco or its Estate shall allow, liquidate, compromise, or resolve any Asbestos Claim unless it first obtains from the Claimant an executed release which, as to the CNA Companies, is materially the same in scope and substance as the relevant Claimant Release attached here to Exhibit 3 or Exhibit 4. Notwithstanding the foregoing, nothing in this Section shall prevent the Estate or entity paying Claims against Oakfabco or its Estate from: (a) reviewing any Asbestos Claim or making any offer to any Claimant to allow, liquidate, compromise, or resolve an Asbestos Claim; provided, however, that should a Claimant accept such offer, the Claimant shall execute and provide a release to the extent provided hereinabove; (b) paying pursuant to any judgment or order as required by applicable law (whether or not a release is obtained as provided herein); or (c) disallowing or liquidating a claim at a zero value (whether or not a release is obtained as provided hereinabove).

3.9 Any chapter 11 plan proposed by Oakfabco shall provide for a third party injunction that bars assertion against the CNA Companies of Asbestos Claims and any Claim released hereunder. This injunction shall also bar Direct Action Claims.

3.10 Any chapter 11 plan for Oakfabco or order confirming such plan shall provide that the trustee or other payor of Asbestos Claims will indemnify and hold harmless the CNA Companies and Oakfabco for any costs, liability, damages, or Claims arising from, attributable to, or resulting from any Asbestos Claim or (as to the CNA Companies) any other Claims released under this Agreement.

3.11 (a) The Parties intend to ensure that the procedure that is established by this Agreement for the resolution and payment of the Asbestos Claims shall fully comply with the Medicare Secondary Payer Act, 42 U.S.C. § 1395y, (“MSP”) and the regulations promulgated thereunder found at 42 C.F.R. § 411.1 et seq. (collectively the “MSPA”), and, with respect to any settlement of an Asbestos Claim paid with proceeds from the Settlement Amount, the Parties intend that such procedure shall protect Medicare’s interests. Therefore, any chapter 11 plan for Oakfabco or order confirming such plan shall provide that (i) with respect to any payment made for an Asbestos Claim, the trustee or other payor shall timely perform those actions, provide the documents and information, and make those filings that may be required for timely compliance (including by the CNA Companies) with all requirements of the MSPA; and (ii) the trustee or other payor of such Claim shall indemnify the CNA Companies and Oakfabco for all damages, including any fines or penalties, resulting from the trustee’s failure to comply with the obligations set forth in Clause (i). Oakfabco agrees that it shall take all reasonable steps necessary to ensure that the trustee or other payor of Asbestos Claims is bound to the obligations that are set forth in this Agreement, and to further ensure that the trustee or other payor of Asbestos Claims shall cooperate with the CNA Companies in good faith to ensure compliance with any additional requirements that are imposed under Medicaid statutes or regulations in the



future. The CNA Companies agree that they shall consider any and all reasonable requests by the trustee or other payor of Asbestos Claims for accommodations to the procedure established by this Agreement for the resolution and payment of the Asbestos Claims.

(b) Unless otherwise agreed by the Parties in writing, when settling any Asbestos Claim that potentially implicates the MSPA with proceeds from the Settlement Amount, the trustee or other payor of Asbestos Claims shall attach to any settlement agreement or document confirming resolution of the Asbestos Claim the applicable Medicare-related form(s) to be provided or otherwise to be approved by the CNA Companies, and the trustee or other payor shall use reasonable best efforts to ensure that the terms are complied with.

(c) Within three days of entering into any settlement or resolution of an Asbestos Claim to be paid with proceeds from the Settlement Amount, the trustee or other payor of Asbestos Claims shall provide the CNA Companies with all information the CNA Companies reasonably request, in any format (e.g., electronic) the CNA Companies reasonably request, including all written documentation required by Section 3.11(b), and any other information so that the CNA Companies may comply with any obligations they may have to the extent that any of them is the Responsible Reporting Entity (“RRE”) or otherwise under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P. L. 110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith (“MMSEA”).

(d) In the event that the trustee or other payor of Asbestos Claims fails to satisfy these obligations in connection with the CNA Companies’ reporting under Section 111 of the MMSEA and/or fails to protect Medicare’s reimbursement rights with respect to any

underlying Asbestos Claims, the trustee or other payor of Asbestos Claims shall indemnify and hold the CNA Companies harmless from any and all fines, penalties, claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been and/or may in the future be asserted by Medicare and/or persons or entities acting on behalf of Medicare, or any other person or entity, arising from, or related to this Agreement, the payment of the Settlement Amount, the reporting or failure to report under Section 111 of MMSEA, any settlement, judgment, award, or other payment to a Medicare beneficiary, and any conditional payments made by Medicare or any medical expenses or payments arising from or related to any Asbestos Claims that are subject to this Agreement or the release set forth herein.

(e) The Parties agree this Section 3.11 is intended to be purely prophylactic in nature, and shall not constitute or be construed as an admission, that any of the CNA Companies are in fact an “applicable plan” for MMSEA reporting purposes, or that the CNA Companies have any legal obligation to report any actions undertaken by the trustee or other payor of Asbestos Claims under MMSEA or any other statute or regulation.

#### **IV. RELEASE**

4.1 Subject to the occurrence of the Approval Date and no exercise by the CNA Companies of their termination rights under Section 7.1 of this Agreement, effective upon the First Payments, and without any further action of the Parties:

(a) Oakfabco, on behalf of itself and the Estate, hereby fully, finally, and completely remises, releases, acquits, and forever discharges the CNA Companies from any and all Claims, whether actual or alleged, known or unknown, accrued or unaccrued, existing or

potential, suspected or unsuspected, with respect to, relating to, or in any way arising out of the Policies, the CNA Companies having issued or allegedly issued the Policies or having insured Oakfabco, including bad faith, unfair or improper claims handling or settlement practices, conspiracy, fraud, violation of any covenant of good faith and fair dealing, violation of any law, regulation, code, or statute, or any other conduct whether based in contract, tort, or otherwise. The release of the CNA Companies under this Section 4.1 of the Agreement shall include, but shall not be limited to, any and all Claims for coverage with respect to, relating to, or in any way arising out of the Policies for property damage, bodily injury, personal injury, advertising injury, or any other form of loss potentially covered under the Policies. In addition, Oakfabco, on behalf of itself, and the Estate, hereby withdraws any and all requests, demands, or tenders for defense or indemnity previously submitted to the CNA Companies under the Policies and further surrenders, relinquishes, and releases any further right to tender or present any Claims whatsoever to the CNA Companies under the Policies. Furthermore, by virtue of the foregoing releases, the CNA Companies shall have no duty to defend or indemnify Oakfabco or the Estate, with respect to any past, present, or future Claim, nor shall the CNA Companies have any other duty or obligation whatsoever to any other Person with respect to any and all Claims arising out of, in connection with, and relating to the Policies, the CNA Companies having issued the Policies or having insured Oakfabco.

(b) The CNA Companies hereby fully, finally, and completely remise, release, acquit, and forever discharge Oakfabco, its directors, officers, shareholders, and/or representatives (in their respective capacities as such), and the Estate from any and all Claims

whether actual or alleged, known or unknown, accrued or unaccrued, existing or potential, suspected or unsuspected with respect to, relating to, or in any way arising out of the Policies.

4.2 The releases set forth in Section 4.1 of this Agreement are not intended to, and shall not, extend to or otherwise release or discharge any rights, privileges, benefits, duties, or obligations of any of the Parties by reason of, or otherwise arising under, this Agreement.

4.3 The Parties acknowledge that there may be changes in the law with respect to interpretation of coverage under the Policies or otherwise, or the Parties may hereafter discover facts different from, or in addition to, those which they now believe to be true with respect to any and all of the claims herein released. Nevertheless, the Parties hereby agree that the releases set forth above shall be and remain effective in all respects, notwithstanding any changes in the law or the discovery of such additional or different facts. Moreover, Oakfabco understands that Claims that have been or may be asserted against Oakfabco may increase or decrease in amount or in severity over time, that Claims that have been or may be asserted against Oakfabco may include progressive, cumulative, unknown, and/or unforeseen elements, and that there may be hidden, unknown, and unknowable damages, defense expenses, or other costs related to such Claims. Nevertheless, the Parties irrevocably and knowingly agree that the releases contained in Section 4.1 of this Agreement include a full and complete and irrevocable release and discharge from all known and unknown rights or Claims or Interest arising out of, in connection with, or relating to the Policies.

4.4 In furtherance of their express intent to fully, finally, and irrevocably release and discharge each other for all claims, known and unknown, from the beginning of time until the end of time to the extent set forth in this Section 4 of the Agreement, each of the Parties

expressly waives any and all rights it may have under any contract, statute, code, regulation, ordinance, or the common law, which may limit or restrict the effect of a general release as to Claims, arising out of, in connection with, or relating to the Policies.

4.5 The releases set forth in this Section 4 of the Agreement shall not apply to or have any effect on the CNA Companies' right to any claim for reinsurance in connection with the Policies. In addition, Oakfabco and any chapter 11 or chapter 7 trustee for Oakfabco, and any liquidating or other trust or distribution vehicle established under a plan for Oakfabco, shall make documents and information available to the CNA Companies, upon request, as necessary for the CNA Companies to respond to inquiries from their reinsurers.

4.6 Subject to the other provisions of this Agreement, to the extent that the releases set forth in this Section 4 of the Agreement run to the favor of any Persons who are not signatories hereto, this Agreement is hereby declared to be made in and for their respective benefits and uses.

4.7 Oakfabco, on behalf of itself and the Estate, warrants and represents that none of the Claims herein released has been, or will be, assigned or transferred, in whole or in part, to any Person. Oakfabco, on behalf of itself and the Estate, agrees to fully defend, indemnify, protect, save, and hold harmless the CNA Companies from and against any such Claims, (including, but not limited to, the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced) based on, in connection with, or arising out of such assignment or transfer, or purported or claimed assignment or transfer.

4.8 Oakfabco, on behalf of itself and the Estate, represents, warrants, and agrees that it will not in any way assist any Person in the establishment of any Claim against the CNA

Companies that arises out of, results from, or in any way relates to, the CNA Companies' investigation, handling, defense, or settlement by the CNA Companies of Claims, including those released under this Agreement.

## **V. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

5.1 Each of the Parties separately represents and warrants as follows:

(a) Subject to the entry of the Approval Order, it has the requisite power and authority to enter into this Agreement and to perform the obligations imposed on it by this Agreement;

(b) Subject to the Approval Date, the execution and delivery of, and the performance of the obligations contemplated by this Agreement have been approved by duly authorized representatives of the Party, and by all other necessary actions of the Party;

(c) Each Party has expressly authorized its undersigned representative to execute this Agreement on the Party's behalf as its duly authorized agent;

(d) This Agreement has been thoroughly negotiated and analyzed by its counsel and has been executed and delivered in good faith, pursuant to arm's length negotiations, and for value and valuable consideration; and

(e) Each Party will use its best efforts to seek entry of the Approval Order as attached in Exhibit 1.

## **VI. JUDGMENT REDUCTION.**

6.1 Oakfabco (for itself and the Estate) hereby agrees as follows with respect to any Claim, case, controversy, arbitration, lawsuit, or other proceeding of any kind involving Oakfabco or the Estate:

(a) Oakfabco will not seek to obtain payment from any Person or Other Insurer of any amount that may be attributable or allocable to the CNA Companies; and

(b) Without limiting the effect of the Injunction and the releases (set forth in Section 4 of this Agreement), in the event that any Person or Other Insurer obtains a judicial determination, settlement, or binding arbitration award that it is entitled to obtain a sum certain from one of the CNA Companies as a result of a claim for contribution, subrogation, indemnification, reimbursement or other similar claim against the CNA Companies for the CNA Companies' alleged share or equitable share, or to enforce subrogation rights, if any, of the defense or indemnity obligations of the CNA Companies for any Claims released pursuant to this Agreement, Oakfabco shall voluntarily reduce its judgment or claim against, or settlement with, such Person or Other Insurer(s) to the extent necessary to eliminate such contribution, subrogation, indemnification, reimbursement, or similar claims against the CNA Companies. To ensure that such a reduction is accomplished, the CNA Companies shall be entitled to assert this Section VI as a defense to any action for any such portion of the judgment, settlement, or binding arbitration award, and shall be entitled to have the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect the CNA Companies from any liability for the judgment, settlement, or binding arbitration award.

(c) The CNA Companies shall not seek reimbursement for any payments they are obligated to make under this Agreement, whether by way of a claim for contribution, subrogation, indemnification, reimbursement or otherwise from any Other Insurer or Person (not including a reinsurer), to the extent such Person or Other Insurer agrees also to waive any such claims against the CNA Companies for contribution, subrogation, indemnification,

reimbursement, or otherwise for reimbursement, from anyone other than the CNA Companies reinsurers in their capacity as reinsurers of the CNA Companies. Notwithstanding the foregoing, if a third party pursues a contribution, subrogation, or indemnification Claim against the CNA Companies relating to any of the Policies, then the CNA Companies shall be free to assert such a claim against such third party. Oakfabco shall use its reasonable best efforts to obtain agreements similar to those contained in this Section 6.1(c) from all Other Insurers with which Oakfabco executes a settlement after the Execution Date.

## **VII. MISCELLANEOUS PROVISIONS**

7.1 Termination Rights. If the Bankruptcy Court rejects the Agreement or declines to enter the Approval Order in a form acceptable to the CNA Companies, or if the Approval Order is vacated, modified in a way that is not acceptable to the CNA Companies, or reversed on appeal, then the CNA Companies may terminate this Agreement by delivering written notice to Oakfabco. In addition, if an order converting the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code is entered before the Approval Date, the CNA Companies have the right, but no obligation, to terminate this Agreement by delivering written notice to Oakfabco on or before the Approval Date. In the event that the CNA Companies terminate this Agreement:

(a) the Agreement, except for Sections 1, 4.8, 5, and 7 (which sections shall remain in full force and effect), shall be deemed null and void; (b) the CNA Companies shall not be obligated to pay any unpaid portion of the Settlement Amount; (c) the CNA Companies and Oakfabco shall have all of the rights, defenses, and obligations under or with respect to any and all Policies that they would have had absent this Agreement, except as otherwise provided herein; and (d) any and all otherwise applicable statutes of limitations or repose, or other time-related limitations, shall be



deemed to have been tolled for the period from the Execution Date through the date that the Agreement becomes null and void pursuant to the terms of this Agreement. In the event the Agreement is terminated or rejected any portion of the Settlement Amount that has been paid and that has not been returned to the CNA Companies within 30 days of termination or rejection, shall be set off, dollar for dollar, to reduce any limits available under the acknowledged Policies..

7.2 Amendments. Neither this Agreement nor any term set forth herein may be changed, waived, discharged, or terminated except by a writing signed by all of the Parties (or their successors or assigns).

7.3 No Precedential Value. The settlement reflected in this Agreement shall be without precedential value, and it is not intended to be, nor shall it be construed as, an interpretation of any insurance policies. It shall not be used as evidence, or in any other manner, in any court or other dispute resolution proceeding, to create, prove, or interpret the obligations of the CNA Companies under any insurance policies issued to Oakfabco or to any other Person, provided, however, notwithstanding the provisions of Section 7.13 of this Agreement, this Agreement may be used as evidence in any defense of the CNA Companies of any obligation arising under the Policies.

7.4 Agreement Voluntarily Entered Into By Each Of The Parties. This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand each of the provisions of this Agreement and have relied on the advice and representations of competent legal counsel of their own choosing.

7.5 Interpretation. This Agreement has been negotiated at arm's length and between and among Persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, this Agreement was drafted by experienced and knowledgeable legal counsel for each of the Parties. Accordingly, no Party shall be entitled to have any provisions of the Agreement construed against the other Party in accordance with any rule of law, legal decision or doctrine.

7.6 No Admission of Liability. The Parties agree that this Agreement is the result of a compromise of disputed issues, and that the execution and delivery of this Agreement by any of the Parties shall not constitute or be construed as an admission of any liability, a course of performance, or wrongdoing on the part of any of them. The Parties acknowledge that this Agreement is not, and cannot be construed as, any admission by the CNA Companies that any defense, indemnity, or other coverage obligation exists under the Policies, or that the CNA Companies have any other obligation of any nature whatsoever with respect to the Policies. By entering into this Agreement, neither Oakfabco (on behalf of itself and the Estate) nor the CNA Companies have waived nor will be deemed to have waived any right, obligation, privilege, defense, or position they may have asserted or might assert in connection with any claim, matter, Person, or insurance policy outside the scope of this Agreement. Except as set forth in Section 4, no Person other than the Parties hereto shall have any legally enforceable rights or benefits under this Agreement.

7.7 Entire And Integrated Agreement. This Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties with respect to the subject matters contained

herein. This Agreement supersedes any and all prior promises, representations, warranties, agreements, understandings, and undertakings between or among the Parties with respect to such subject matters, and there are no promises, representations, warranties, agreements, understandings, or undertakings with respect to such subject matters other than those set forth or referred to herein.

7.8 No Third Party Beneficiaries. Except as set forth in section 4, nothing in this Agreement is intended or shall be construed to give any Person, other than the CNA Companies and Oakfabco (on behalf of itself and the Estate) and their respective successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provisions contained herein; this Agreement and any conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the CNA Companies and Oakfabco (on behalf of itself and the Estate) as well as each of their successors and permitted assigns, and for the benefit of no other Person. Notwithstanding the foregoing, this Agreement shall be binding on any chapter 7 or chapter 11 trustee appointed to administer the Oakfabco estate and any liquidating trustee. Neither this Agreement nor the rights and obligations set forth herein shall be assigned without the prior written consent of the other Party, except that this Section shall not prohibit any assignment by the CNA Companies (a) made by merger, consolidation, or operation of law or (b) to a Person who succeeds to all or substantially all of such Party's assets.

7.9 Severability. If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent

of the Parties. Notwithstanding the foregoing, if the releases (Section 4) or the Injunction provided for in the Approval Order are found to be unenforceable or invalid by a court of competent jurisdiction, then such invalidity or unenforceability shall entitle, but not require, the CNA Companies to rescind the entire Agreement by providing written notice to the Parties. In such case, the Settlement Amount shall be returned to the CNA Companies, less any amounts that have been or will be used to pay any reasonable and necessary administrative costs (as approved by the Bankruptcy Court where required under the Bankruptcy Code or the Bankruptcy Rules) incurred as of the time of rescission or that are required by the Bankruptcy Code or order of the Bankruptcy Court to effect an orderly winding-down of the Bankruptcy Estate and the closing of the Bankruptcy Case after the rescission. Any portions of the Settlement Amount not returned to the CNA Companies pursuant to the foregoing subsections shall be set off, dollar for dollar, to reduce the limits available under the acknowledged Policies..

7.10 Notice. Any notice or request required or desired to be given pursuant to this Agreement shall be sufficient if made in writing and sent by first class mail, postage prepaid, or facsimile to the Parties at the addresses set forth below or to such other Persons as any of them may designate in writing from time to time:

(a) As to the CNA Companies:

Mark Muth, Esq.  
Vice President and Special Counsel  
Resolute Management, Inc.  
1000 Washington Street, 4th Floor  
Boston, Massachusetts 02118  
617.234.3897

David Christian, Esq.  
David Christian Attorneys LLC  
3515 W. 75<sup>th</sup> Street, Suite 208

Prairie Village, KS 66208  
913.674.8215  
dchristian@davidchristianattorneys.com

(b) As to OAKFABCO:

Frederick W. Stein  
c/o Redbox Automated Retail, LLC  
1 Tower Lane, Ste. 900  
Oakbrook Terrace, IL 60181  
630.756.8255  
[fstein@outerwall.com](mailto:fstein@outerwall.com)

Paul M. Singer, Esq.  
Reed Smith LLP  
Reed Smith Centre  
225 Fifth Avenue, Suite 1200  
Pittsburgh, PA 15222  
412.288.3114  
(Fax) 412.288.3063  
[psinger@reedsmith.com](mailto:psinger@reedsmith.com)

Andrew J. Muha, Esq.  
Reed Smith LLP  
Reed Smith Centre  
225 Fifth Avenue, Suite 1200  
Pittsburgh, PA 15222  
412.288.7132  
(Fax) 412.288.3063  
[amuha@reedsmith.com](mailto:amuha@reedsmith.com)

7.11 Headings. The section titles, captions, and headings contained in this Agreement are inserted as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the effect of any of its provisions.

7.12 Recitals. The recitals set forth at the beginning of this Agreement shall not be admissible to prove the truth of the matters asserted in any action or proceeding involving any of the Parties (other than an action or proceeding brought to enforce the terms of this Agreement), nor do any of the Parties intend such recitals to constitute admissions of fact by any of them.

7.13 Agreement Inadmissible. Any evidence of the terms or negotiations or discussions associated with this Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties or obligations of the Parties, except in: (a) an action or proceeding to enforce the terms of this Agreement; (b) proceedings before the Bankruptcy Court to secure the Approval Order; or (c) any possible action or proceeding between the CNA Companies and any of their reinsurers with respect to the Policies. Except as set forth herein, this Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret the Parties' rights or obligations to each other or to any other Person.

7.14 Additional Necessary Documents. The Parties, and each of them, agree to execute such additional documents as may be reasonably required in order to carry out the purpose and intent of this Agreement, or to evidence anything contained herein.

7.15 Execution in Counterparts. This Agreement may be signed in multiple counterparts and the separate signature pages executed by Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as an original signature.

*[The remainder of this page was intentionally left blank.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth opposite the respective signatures below.

Dated: 8/7/2015

Oakfabco, Inc.

By: Frederick W. Stein

Name: Frederick W. Stein

Title: President

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth opposite the respective signatures below.

Dated: August 7, 2015

CNA Companies, as defined herein

By: Connie P. Gianakas

Name: Connie P. Gianakas

Its: Authorized Representative



# **EXHIBIT 1**

**(Proposed Order)**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:	)	Chapter 11
	)	
	)	
Oakfabco, Inc.	)	Case No. _____
	)	
Debtor.	)	Hon. _____
_____	)	

**ORDER APPROVING SETTLEMENT AGREEMENT WITH THE CNA COMPANIES,  
INCLUDING THE SALE OF INSURANCE POLICIES, FREE AND CLEAR OF LIENS,  
CLAIMS, INTERESTS AND OTHER ENCUMBRANCES**

A hearing having been held (the “Hearing”), to consider the motion, filed \_\_\_\_\_, 2015 (the “Motion”) of Oakfabco, Inc. in the above-captioned Chapter 11 case (the “Chapter 11 Case”), for an order pursuant to 11 U.S.C. §§ 105, 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9019: (i) approving the Settlement Agreement and Release between Oakfabco, Inc. and the CNA Companies made as of \_\_\_\_\_, a copy of which is attached to the Motion as Exhibit A (the “Agreement”) and each of its terms, and authorizing Oakfabco to assume the Agreement, (ii) authorizing Oakfabco<sup>1</sup>, on its own behalf and on behalf of its Estate to release any and all Claims, known or unknown, with respect to relating to or in any way arising out of the Policies, as set forth in the Agreement; (iii) authorizing the sale of the Policies, and any and all rights thereunder, free and clear of all Interests of any and all Persons, pursuant to the terms and conditions of the Agreement; (iv) requesting the findings set forth herein; and (v) issuing the Injunction. The Court having jurisdiction to consider the Motion and the relief

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<sup>1</sup> Capitalized terms used herein that are not otherwise defined herein will have the same meaning as in the Agreement, as defined herein.

requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334, and consideration of the Motion, the relief requested therein, and the responses thereto, if any, being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearances of all interested parties and all responses and objections to the Motion, if any, having been duly noted in the record of the Hearing; and upon the record of the Hearing, the Motion, said responses and objections, if any; and after due deliberation and sufficient cause appearing therefor, the Court hereby makes the following:

**Findings of Fact and Conclusions of Law**

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to this proceeding pursuant to Fed. R. Bankr. P. 9014.

2. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

3. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N) and (O). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. This Order constitutes a final and immediately appealable order within the meaning of 28 U.S.C. § 158(a).

5. The statutory predicates for the relief sought in the Motion are 11 U.S.C. §§ 105(a), 363, and 365 of the Bankruptcy Code and Fed. R. Bankr. P. 2002, 6004, 6006 and 9019.

**Retention of Jurisdiction**

6. It is necessary and appropriate for the Court to retain jurisdiction to, among other things, interpret and enforce the terms and provisions of this Order and the Agreement, and to adjudicate, if necessary, any and all disputes arising under or relating in any way to, or affecting, any of the transactions contemplated under the Agreement. Such jurisdiction shall be retained even if the case is closed and the case may be reopened for such purpose.

**Notice of Motion**

7. Oakfabco has provided due and adequate notice of the Motion, Agreement, and the subject matter thereof, including the Injunction to (a) each Person known to Oakfabco to have a Claim against it or its Estate through participating in the Bankruptcy Case, the filing of a lawsuit, the filing of a proof of claim or other assertion of a Claim, or otherwise (and/or to his, her, or its counsel of record if known to Oakfabco); (b) any and all Persons known to Oakfabco to be entitled or allegedly entitled to insurance coverage under the Policies, including additional insureds and those Persons falling within a policy definition of “named insured”; (c) all other Persons who or that have filed timely proofs of claim in the Bankruptcy Case; (d) all Persons known to have provided general liability insurance to Oakfabco; (e) co-defendants in prepetition litigation brought by holders of Asbestos Claims; (f) all Persons on any master service list maintained in the Bankruptcy Case; and (g) all other parties in interest pursuant to Bankruptcy Rules 2002 and 6004 and any other applicable local rules, including any Person who or that filed a notice of appearance and demand for service of papers in the Bankruptcy Case.

The notice was served on all holders of Asbestos Claims against Oakfabco by mail service on their counsel of record (with a single notice to any counsel of record who represents multiple holders of such Asbestos Claims constituting notice to all that counsel’s clients who

hold such Asbestos Claims) and by mail service at the address for any holder of an Asbestos Claim supplied by counsel of record (if such counsel supplied such address and requested that service be made thereto), and as to all other claimants at the address on the Oakfabco's schedules, which show the last known address in Oakfabco's books and records, or the address shown on a filed proof of claim. Co-defendants identified in pre-petition litigation brought by holders of Asbestos Claims against Oakfabco also have been given notice at the address indicated for such co-defendant or its counsel in the pre-petition litigation or at a publicly available address. In addition, to ensure the broadest notice practicable, Oakfabco has published notice of the the Motion and the hearing on two separate occasions in the *Chicago Tribune* and *USA Today*.

8. No other or further notice is necessary. Notice of the Agreement and Motion is sufficient to bind, with respect to the relief ordered herein, all known and unknown creditors and claimants, including holders of Asbestos Claims, and all Persons who receive non-publication notice pursuant to paragraph 7 of this Order. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all known claimants and all parties-in-interest. As to unknown creditors, the publication notice was "reasonably calculated, under all circumstances, to apprise interested parties of the pendency of the action and afford them the opportunity to present their objections." *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Notice to an attorney of a holder of an Asbestos Claim or of a co-defendant of Oakfabco sued by a holder of an Asbestos Claim constitutes notice to the claimant represented by the attorney. Notice to an attorney of any insurer of Oakfabco constitutes notice to the insurer represented by the attorney.

**Sound Business Judgment and Reasonableness**

9. The relief requested in the Motion is in the best interests of Oakfabco, its creditors, the holders of all Claims, including Asbestos Claims, and other parties-in-interest. Oakfabco has demonstrated good, sufficient, and sound business purposes, cause, and justifications for the relief requested in the Motion and the approval of the transactions contemplated thereby. The settlement and compromise with the CNA Companies embodied in the Agreement, including, without limitation, the sale of the Policies and the releases of Claims as set forth therein are within the reasonable range of litigation outcomes if Oakfabco were to litigate the matters resolved pursuant to this Order, and represent fair and reasonable consideration for the sale of the Policies and release of Claims and Injunction, as set forth therein. The transactions contemplated by the Motion and Agreement are in compliance with, and satisfy the requirements for, approval of a settlement or compromise pursuant to Bankruptcy Rule 9019 and all applicable provisions of the Bankruptcy Code, including without limitation §§ 105(a), 363 and 365, and applicable non-bankruptcy laws.

**Good Faith of Insurance Policy Purchaser**

10. The Agreement was negotiated and proposed, and has been entered into by the Parties, in good faith, from arm's length bargaining positions, and without fraud or collusion. The Parties were represented by counsel. The sale consideration and other consideration to be realized by Oakfabco pursuant to the Agreement is fair and reasonable. The CNA Companies are good faith purchasers for value within the meaning of 11 U.S.C. § 363(m) and are entitled to the protection thereof, and neither the Agreement nor the transaction contemplated thereby is subject to avoidance under 11 U.S.C. § 363(n). Neither Oakfabco nor the CNA Companies have engaged in any conduct that would cause or permit the Agreement, or the sale of the Policies, to

be avoided under 11 U.S.C. § 363(n) or that would prevent the application of 11 U.S.C. § 363(m). Furthermore, in the absence of a stay pending appeal, if any, Oakfabco will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in consummating the contemplated transactions at any time after entry of this Order. Rule 6004(h) is waived.

**Satisfaction of Section 363 and  
Other Bankruptcy Code Requirements**

11. The transactions contemplated by the Motion and the Agreement are in compliance with and satisfy all applicable provisions of the Bankruptcy Code, including, without limitation, 11 U.S.C. §§ 363 and 365.

12. Oakfabco may sell the Policies free and clear of Interests under 11 U.S.C. § 363(f) because, in each case, one or more of the criteria set forth in sections 11 U.S.C. § 363(f)(1)-(5) have been satisfied. Those holders of Interests against any of the Policies and/or Claims thereunder who did not object, or who withdrew their objections, to the Motion or the relief requested therein are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Each holder of an Interest in the Policies, including any Claim thereunder, can be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Interest as contemplated by 11 U.S.C. § 363(f)(5), and such interests are in bona fide dispute under 11 U.S.C. § 363(f)(4).

13. The sale of the Policies provides claimants, including holders of Asbestos Claims, with adequate protection. In particular, the Agreement contemplates that the holders of Asbestos Claims will be able to pursue their Claims against funds generated from Policy proceeds under the Agreement. Accordingly, the sale of the Policies free and clear of Interests satisfies the statutory prerequisites of 11 U.S.C. § 363(f). Moreover, under Section VI of the Agreement, if a non-settling insurer asserts that it has a Claim for contribution, indemnity, subrogation, reimbursement or similar relief against the CNA Companies, such Claim may be asserted as a

defense against Oakfabco (as provided by the Agreement); and to the extent such a Claim is determined to be valid by the court, the liability of such non-settling insurer to Oakfabco shall be reduced dollar for dollar by the amount so determined.

### **Releases**

14. In light of the terms of the Agreement and in consideration of the payment to be made by the CNA Companies thereunder it is reasonable and appropriate for Oakfabco and the CNA Companies to provide the releases set forth in the Agreement. These releases comply with the Bankruptcy Code and other applicable laws. The consideration constitutes valid, adequate and valuable consideration for the release by Oakfabco of the CNA Companies in Section IV of the Agreement.

### **No Successor Liability**

15. The transfer of the Policies pursuant to the Agreement does not and will not subject or expose the CNA Companies to any liability, Claim, cause of action, or remedy by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based on, in whole or in part, directly or indirectly, including, without limitation, any theory of tort, creditors' rights, equity, antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity.

16. No common identity of officers or directors exists between the CNA Companies and Oakfabco.

17. The CNA Companies are purchasing the Policies pursuant to the Agreement and this Order. The CNA Companies are not purchasing any other assets of the Estate. The CNA



Companies shall not have any responsibility or liability with respect to any of the other assets of Oakfabco or for any liability of, or Claims against, Oakfabco.

**Injunction**

18. A sale of the Policies other than one free and clear of Interests, if possible at all, would impact adversely on the Estate and would be of substantially less benefit to Oakfabco, the creditors and the Estate. The CNA Companies would not purchase the Policies and pay the Settlement Amount, were the sale not free and clear of all Interests. Issuing a supplemental injunction under Section 105(a) of the Bankruptcy Code is essential to give effect to the sale of the Policies to the CNA Companies free and clear of Interests pursuant to Section 363(f) of the Bankruptcy Code. The Injunction as set forth in Paragraph K below is a necessary prerequisite for the CNA Companies' agreement to the terms and conditions of the Agreement, and the CNA Companies will not consummate the sale of the Policies in the absence of such a supplemental injunction from this Court. Due and adequate notice of the Injunction has been provided by the notice of the Motion.

19. To the extent that the holders of Claims have any Interest in the Policies, such Persons are adequately protected in that they will have the right to pursue their Claims against the proceeds of the sale of the Policies with the same validity and priority as against the Policies, subject to the terms and conditions of any confirmed plan.

For all of the foregoing and after due deliberation, **IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

- A. The Motion is GRANTED and APPROVED in all respects.
- B. The Agreement and each of its terms and conditions are hereby approved in their entirety, and its assumption is authorized.

C. For the reasons set forth herein and on the record at the Hearing, all objections to the Motion and the relief requested therein and/or granted in this Order that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections are overruled on the merits.

D. Oakfabco is authorized, empowered, and directed pursuant to 11 U.S.C. § 363(b) and other applicable provisions of the Bankruptcy Code, to sell, transfer, and convey the Policies to the CNA Companies subject only to the terms and conditions specified in the Agreement, and such Policies shall be deemed so conveyed to the CNA Companies upon the Approval Date. The sale of the Policies by Oakfabco to the CNA Companies shall constitute a valid, legal and effective transfer, which shall vest the CNA Companies with all right, title, and Interest in and to the Policies, free and clear of all Interests, including all Asbestos Claims, Direct Action Claims, and Claims by other insurers for contribution, indemnity, subrogation, or similar relief whether arising before or after commencement of this Chapter 11 Case and whether arising by agreement, understanding, law, equity, or otherwise.

E. This Order shall be binding upon Oakfabco, all creditors of and claimants against Oakfabco, all holders of Claims, including Asbestos Claims, against Oakfabco, all insurers who received notice of the Motion, co-defendants in pre-petition actions by Asbestos Plaintiffs against Oakfabco, and all other Persons and entities receiving notice as set forth in paragraphs 7-8 *supra*, and each of their successors and assigns.

F. The remaining \$\_\_\_\_\_ of the \$\_\_\_\_\_ cash amount payable under the Agreement shall be paid by the CNA Companies as provided in the Agreement.

G. The releases in the Agreement comply with the Bankruptcy Code and all applicable state laws. The Agreement terminates the Policies upon the Approval Date, and the

Policies will be of no further force and effect, and be exhausted in all respects as to all coverages thereunder upon the Approval Date.

H. The sale of the Policies to the CNA Companies under the Agreement will constitute transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Illinois.

I. The Parties are each hereby authorized to take all actions and execute all documents and instruments that they deem necessary or appropriate to implement and effectuate the transactions contemplated by the Agreement.

J. Pursuant to 11 U.S.C. §§ 105(a) and 363(f), as provided by the Agreement and paragraph D, *supra*, the Policies shall be and hereby are, as of the Approval Date, transferred to the CNA Companies, free and clear of all liens, encumbrances and other Interests of any Person, including, but not limited to, all rights and Interests of Oakfabco; any other Person claiming by, through, or on behalf of the Oakfabco; any other insurer; any holder of an Asbestos Claim against Oakfabco, whether arising prior to or subsequent to the commencement of the Chapter 11 Case, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, Interests in the Policies that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the Interest of the Estate or the CNA Companies, as the case may be, in the Policies).

K. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, all Persons who have held or asserted, who hold or assert, or who may in the future hold or assert any Claim, including without limitation any Asbestos Claim (as that term is defined in the Agreement), or Interest of any kind or nature against or in the Estate, Oakfabco, the Policies, or the CNA Companies relating to, based upon, arising under or out of, derived from or attributable to (i)

activities of Oakfabco or any of its predecessors, or (ii) the Policies (including without limitation any Asbestos Claim, Insurance Coverage Claim or Direct Action Claim), whenever or wherever arising or asserted (whether in the nature of or sounding in tort, contract, warranty or any other theory of law, equity or admiralty), shall be and hereby are permanently stayed, restrained and enjoined from asserting any such Claims or Interests against the CNA Companies and from continuing, commencing, or otherwise proceeding or taking any action against the CNA Companies to enforce such Interests or Claims or for the purpose of directly or indirectly collecting, recovering or receiving payments from the CNA Companies with respect to any such Claim or Interest.

L. The CNA Companies are good faith purchasers of the Policies and is entitled to (and is hereby granted) all of the protections provided to good faith purchasers under 11 U.S.C. § 363(m). The transactions contemplated by the Agreement shall not be subject to avoidance under 11 U.S.C. § 363(n). All Persons are hereby enjoined from commencing or continuing an action seeking relief under 11 U.S.C. § 363(n) with respect to the Agreement and the transactions contemplated thereby.

M. The CNA Companies are not, and shall not be deemed to be, successors to Oakfabco by reason of any theory of law or equity or as a result of the consummation of the transactions contemplated in the Agreement. The CNA Companies shall not assume any liabilities of Oakfabco.

N. Pursuant to Fed. R. Bankr. P. 9019, the releases in Section IV of the Agreement are expressly approved. All of the Claims released therein are hereby dismissed and forever released effective as upon the Approval Date.

O. As a condition of the receipt of any payment from the Estate or any trust or entity paying Claims against Oakfabco or its Estate, each holder of an Asbestos Claim shall execute a release that, as to the CNA Companies, is materially the same in scope and substance as the relevant Claimant Release attached as Exhibit 3 or Exhibit 4 to the Agreement.

P. Any chapter 11 plan proposed by Oakfabco shall provide for a third party injunction that bars assertion of Claims, including Asbestos Claims, against the CNA Companies.

Q. The Agreement is binding on any chapter 11 trustee for Oakfabco and on any liquidating or other trust or distribution vehicle established under a chapter 11 plan for Oakfabco, and on any chapter 7 trustee in the event the case is converted to a case under chapter 7.

R. The transactions contemplated by the Agreement, including without limitation the sale of the Policies to the CNA Companies free and clear of all Interests, are undertaken by the CNA Companies in good faith, as that term is used in Section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization to consummate the sale of the Policies and the transactions contemplated by the Agreement shall not affect the validity of the sale of the Policies to the CNA Companies, unless such authorization is duly stayed pending such appeal. The CNA Companies are purchasers in good faith of the Policies and shall be entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

S. This Court shall retain exclusive jurisdiction to interpret and enforce the provisions of the Agreement and this Order in all respects and further to hear and determine any and all disputes relating to the Agreement between the Parties or between a Party and any other Person; provided, however that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Agreement or this Order,

such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter. In the event this case has been closed, there shall be a right to have this case reopened upon ex parte motion or application for such purposes.

T. All obligations of Oakfabco under the Agreement shall be deemed administrative expenses of the Estate under Sections 503(b) and 507(a)(1) of the Bankruptcy Code.

U. The provisions of this Order are nonseverable and mutually dependent.

X. This Order shall inure to the benefit of the CNA Companies, Oakfabco, and their respective successors and assigns and shall be binding upon, without limitation, Oakfabco, all holders of Asbestos Claims, the CNA Companies, Other Insurers, and all known and unknown creditors of, and holders of Claims against, Oakfabco.

Y. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing, recording or otherwise any and all documents and instruments necessary and appropriate to consummate and/or evidence the transactions contemplated by the Agreement and this Order.

Dated: \_\_\_\_\_, 2015  
Chicago, Illinois

\_\_\_\_\_  
The Honorable \_\_\_\_\_  
United States Bankruptcy Judge

# **EXHIBIT 2**

**(Schedule of Policies)**

**SCHEDULE OF OAKFABCO/CNA COMPANIES POLICIES**

**RDU 804 32 93**  
**RDU 804 34 63**  
**RDU 805 13 81**  
**RDU 186 26 28**  
**RDU 365 29 81**  
**LX 1219008 (Alleged)**  
**LX 1220947 (Alleged)**



# **EXHIBIT 3**

**(Form of Claimant Release)**

**RELEASE FOR CLAIMANTS  
ALLEGING ASBESTOS CLAIMS**

**OAKFABCO ASBESTOS TRUST**

Claimant/SSN:	Settlement Payment:
Claim Number:	Law Firm:

**1.** The above Claimant has made a claim against the Oakfabco Asbestos Trust (the “**Trust**”) for injury caused by exposure to asbestos (the “**Claim**”). The Claimant asserts that he meets the relevant medical and exposure criteria for a claim arising out of exposure to products or conduct of Oakfabco.<sup>1</sup> Relying on the truthfulness and accuracy of the information submitted, the Trust has offered to settle the Claim for the above-stated settlement payment. The Claimant has decided to accept the offer and enter into this Release.

**2. Release:** In consideration of the payment of the above-stated settlement payment, Claimant and his heirs, representatives, successors, assigns, estate, and subrogees hereby fully release the Trust, Oakfabco, the Settling Insurers, their respective trustees, agents, consultants, employees, attorneys, predecessors, successor and assigns, and any and all persons or organizations that are entitled to benefit from any third-party injunction entered pursuant to plan of reorganization for Oakfabco, from any Claims of any nature, known or unknown, direct or derivative, resulting from (a) the Policies; (b) Claimant’s exposure to asbestos, asbestos-containing products, or conduct of Oakfabco; (c) any alleged misconduct, omission, or conduct of the Trust, Oakfabco or the Settling Insurers relating to the Policies; including, but not limited to, any unfair claims handling or settlement practices or any other similar type of conduct, whether based in tort, contract, bad faith, fraud and/or violation of any covenant of good faith and fair dealing, and (d) the Settling Insurers’ respective insuring relationships with Oakfabco with respect to the Policies.

**3. Reservation:** This Release does not release any claims for asbestos-related injuries allegedly suffered by Claimant’s spouse or family members because of their personal exposure to asbestos, asbestos-containing products, or conduct of Oakfabco. This Release is not intended to bar any cause of action, right, lien or claim that the Claimant may have against any other person or entity not released herein.

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<sup>1</sup> All capitalized terms not defined herein shall have the meaning ascribed to them in (a) the Settlement Agreement and Release by Affiliated FM Insurance Company and Oakfabco, Inc. approved by the United States Bankruptcy Court for the Northern District of Illinois, on \_\_\_\_\_ 2015; (b) the Settlement Agreement and Release by New England Reinsurance Company and Oakfabco, Inc. approved by the United States Bankruptcy Court for the Northern District of Illinois, on \_\_\_\_\_ 2015; and (c) the Settlement Agreement and Release by the CNA Companies and Oakfabco, Inc. approved by the United States Bankruptcy Court for the Northern District of Illinois, on \_\_\_\_\_ 2015. The insurers who are parties to the foregoing Settlement Agreements (as they are defined in those Settlement Agreements) shall be referred to herein as the “**Settling Insurers.**”

4. **Payment:** The settlement payment will be made upon the Trust's receipt of this completed Release. If the Claimant is represented by counsel, the Trust is authorized to pay the Settlement Payment directly to the above-referenced law firm.

5. **Certification:** By signing this Release, Claimant hereby certifies the accuracy and truthfulness of all information submitted to the Trust as part of this Claim.

6. **Preclusion of Claims Against Trust and Its Agents:** Claimant specifically acknowledges that this Release also releases any claim based on an assertion that the Trust, its trustee, the Trust Advisory Committee, and their respective officers, agents, consultants, financial advisors, employees, attorneys, successors and assigns, have erred in any way in the processing of this Claim, or in estimating the value of trust assets or the amount of putative liabilities and expenses, or in determining the payment percentage or the settlement value of this Claim.

7. **Indemnity:** The Claimant will hold the Trust and the Settling Insurers harmless, to the extent of payment hereunder, from any and all liability arising from subrogation, indemnity, or contribution claims related to the Claim released herein; from any Claims related to the Medicare Secondary Payer Act, 42 U.S.C. § 1395y and regulations thereunder, 42 C.F.R. § 411.1 *et seq.*; and from any compensation or medical payments due, or claimed to be due, under any applicable law, regulation, or contract; provided however that this indemnity provision shall not apply to claims made by other joint tortfeasors who may have contributed to the damages of the Claimant.

8. **Waiver of Future Claims:** To the extent applicable, the Claimant hereby waives all rights under Section 1542 of the California Civil Code, and any similar law of any other state. California Civil Code Section 1542 states:

**“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.”**

The Claimant understands and acknowledges that because of the Claimant's waiver of Section 1542 of the California Civil Code, even if the Claimant should eventually suffer additional damages, the Claimant will not be able to make any claim against the released parties, except as expressly provided herein.

9. **Claim Reporting:** Claimant and Claimant's estate, heirs, representatives, successors, assigns, and subrogees hereby consent to the Trust disclosing claim information, but only to the extent required by any insurance settlement agreement or insurance policy or to pursue settlement or litigation with any insurance company.

10. **Applicable Law and Venue:** This Release shall be controlled and interpreted under Illinois law. Any dispute relating to or arising under this Release shall be heard exclusively in the United States Bankruptcy Court for the Northern District of Illinois.

12. **Entire Agreement:** 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 the parties hereto, including without limitation any prior agreements or understandings with respect to the

liquidation of the Claim. I understand and agree that the payment of the Settlement Payment by the Trust precludes me from making claims at any time now or in the future against the Settling Insurers arising out of or relating to the Policies.

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Claimant

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

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

**OR**

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

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

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

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# **EXHIBIT 4**

**(Form of Decedent's Estate Release)**

**RELEASE FOR CLAIMANTS ALLEGING ASBESTOS CLAIMS ON  
BEHALF OF DECEDENT'S ESTATE**

**OAKFABCO ASBESTOS TRUST**

Claimant/SSN:	Settlement Payment:
Claim Number:	Decedent:
Law Firm:	

1. The above Claimant is the court-appointed representative of the Estate of [NAME AND SSN] (the “**Decedent**”) and has made a claim against the Oakfabco Asbestos Trust (the “**Trust**”) for Decedent’s injury and/or death caused by exposure to asbestos (the “**Claim**”). The Claimant asserts that the Decedent meets the relevant medical and exposure criteria for a claim arising out of exposure to products or conduct of Oakfabco.<sup>1</sup> Relying on the truthfulness and accuracy of the information submitted, the Trust has offered to settle the Claim for the above-stated settlement payment. The Claimant has decided to accept the offer and enter into this Release.

2. **Release:** In consideration of the payment of the above-stated settlement payment, Claimant (solely in his capacity as representative of Decedent’s Estate) and Decedent’s estate, heirs, representatives, successors, assigns, estate, and subrogees hereby fully release the Trust, the Settling Insurers, their respective trustees, agents, consultants, employees, attorneys, predecessors, successor and assigns, and any and all persons or organizations that are entitled to benefit from any third-party injunction entered pursuant to a chapter 11 plan for Oakfabco, from any Claims of any nature, known or unknown, direct or derivative, resulting from (a) the Policies; (b) Decedent’s exposure to asbestos, asbestos-containing products, or conduct of Oakfabco; (c) any alleged misconduct, omission, or conduct of the Trust, Oakfabco, or the Settling Insurers relating to the Policies, including, but not limited to, any unfair claims handling or settlement practices or any other similar type of conduct, whether based in tort, contract, bad faith, fraud and/or violation of any covenant of good faith and fair dealing, and (d) the Settling Insurers’ respective insuring relationships with Oakfabco with respect to the Policies.

3. **Reservation:** This Release does not release any claims for asbestos-related injuries allegedly suffered by Claimant because of his personal exposure to asbestos, asbestos-containing products, or conduct of Oakfabco. This Release is not intended to bar any cause of action, right, lien or claim that the Claimant or Decedent may have against any other person or entity not released herein.

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<sup>1</sup> All capitalized terms not defined herein shall have the meaning ascribed to them in (a) the Settlement Agreement and Release by Affiliated FM Insurance Company and Oakfabco, Inc. approved by the United States Bankruptcy Court for the Northern District of Illinois, on \_\_\_\_\_ 2015; (b) the Settlement Agreement and Release by New England Reinsurance Company and Oakfabco, Inc. approved by the United States Bankruptcy Court for the Northern District of Illinois, on \_\_\_\_\_ 2015; and (c) the Settlement Agreement and Release by the CNA Companies and Oakfabco, Inc. approved by the United States Bankruptcy Court for the Northern District of Illinois, on \_\_\_\_\_ 2015. The insurers who are parties to the foregoing Settlement Agreements (as they are defined in those Settlement Agreements) shall be referred to herein as the “**Settling Insurers**.”

4. **Payment:** The settlement payment will be made upon the Trust's receipt of this completed Release. If the Claimant is represented by counsel, the Trust is authorized to pay the Settlement Payment directly to the above-referenced law firm.

5. **Certification:** By signing this Release, Claimant hereby certifies the accuracy and truthfulness of all information submitted to the Trust as part of this Claim.

6. **Preclusion of Claims Against Trust and Its Agents:** Claimant specifically acknowledges that this Release also releases any claim based on an assertion that the Trust, its trustee, the Trust Advisory Committee, and their respective officers, agents, consultants, financial advisors, employees, attorneys, successors and assigns, have erred in any way in the processing of this Claim, or in estimating the value of trust assets or the amount of putative liabilities and expenses, or in determining the payment percentage or the settlement value of this Claim.

7. **Indemnity:** The Claimant will hold the Trust and Settling Insurers harmless, to the extent of payment hereunder, from any and all liability arising from subrogation, indemnity, or contribution claims related to the Claim released herein; from any Claims related to the related to the Medicare Secondary Payer Act, 42 U.S.C. § 1395y and regulations thereunder, 42 C.F.R. § 411.1 *et seq.*; and from any compensation or medical payments due, or claimed to be due, under any applicable law, regulation, or contract; provided however that this indemnity provision shall not apply to claims made by other joint tortfeasors who may have contributed to the damages of the Decedent.

8. **Waiver of Future Claims:** To the extent applicable, the Claimant hereby waives all rights under Section 1542 of the California Civil Code, and any similar law of any other state. California Civil Code Section 1542 states:

**“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.”**

The Claimant understands and acknowledges that because of the Claimant's waiver of Section 1542 of the California Civil Code, even if the Decedent should have additional damages, the Claimant and the Decedent will not be able to make any claim against the released parties, except as expressly provided herein.

9. **Claim Reporting:** Claimant and Decedent's estate, heirs, representatives, successors assigns, and subrogees hereby consent to the Trust disclosing claim information, but only to the extent required by any insurance settlement agreement or insurance policy or to pursue settlement or litigation with any insurance company.

10. **Applicable Law and Venue:** This Release shall be controlled and interpreted under Illinois law. Any dispute relating to or arising under this Release shall be heard exclusively in the United States Bankruptcy Court for the Northern District of Illinois.

11. **Entire Agreement:** 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 the parties hereto, including without limitation any prior agreements or understandings with respect to the liquidation of the Claim. I understand and agree that the payment of the settlement

payment by the Trust precludes me from making claims at any time now or in the future against the Settling Insurers arising out of or relating to the Policies.

\_\_\_\_\_  
Signature of Claimant/Decedent Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Claimant/Decedent Representative

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

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

**OR**

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

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

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

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