

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, Claude J. Tomplait alleges that he sustained severe and permanent injuries as a result of working with and exposure to various insulating materials and products manufactured, sold or distributed by Combustion Engineering, Inc. and R & I Refractory & Insulation Corporation, an affiliated company, who are treated herein as a single defendant, Johns-Manville Products Corporation, Owens-Corning Fiberglass Corporation, Pittsburgh Corning Corporation, who have filed third party complaint against Unarco Industries, Inc. and their predecessor, Union Asbestos and Rubber Company, and who are treated herein as a single defendant, Eagle-Picher Industries, Inc., and Fibreboard Paper Products Corporation, and others, and the said Claude J. Tomplait, as plaintiff, instituted Civil Action 5402, United States District Court, Eastern District of Texas, Beaumont Division, to recover for his damages, injuries and expenses; and,

WHEREAS, Texas Employers Insurance Association, The Travelers Insurance Company, and Queen Insurance Company of America, have intervened in said suit, asserting subrogation claims; and,

WHEREAS, in order to avoid the further time and expense of investigation and litigation, those of the defendants hereinafter named, to wit, Combustion Engineering, Inc. and R & I Refractory & Insulation Corporation, as a single defendant, Johns-Manville Products Corporation, Owens-Corning Fiberglass Corporation, Eagle-Picher Industries, Inc., and Pittsburgh Corning Corporation, together with Unarco Industries, Inc. and Union Asbestos and Rubber Company, as a single defendant, desire to enter into a final compromise and settlement of all claims which the said Claude J. Tomplait now has or may have against them, RESERVING, however, unto the said Claude J. Tomplait, his heirs and assigns, any and every claim, demand,

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damage and cause of action which he now has or might have against the defendant, Fibreboard Paper Products Corporation, who does not participate in and who is not a party to this compromise agreement;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, Claude J. Tomplait, joined herein by my attorney, Ward Stephenson, for and in consideration of the sum of Fifteen Thousand Dollars ($15,000) cash in hand paid by Combustion Engineering, Inc. and R & I Refractory and Insulation Corporation, Fifteen Thousand Dollars ($15,000) paid by Johns-Manville Products Corporation, Fifteen Thousand Dollars ($15,000) paid by Owens-Corning Fiberglas Corporation, Fifteen Thousand Dollars ($15,000) paid by Eagle-Picher Industries, Inc., and Fifteen Thousand Dollars ($15,000) paid by Pittsburgh Corning Corporation, together with Unarco Industries, Inc. and Union Asbestos and Rubber Company, aggregating a total sum of Seventy-five Thousand Dollars ($75,000), do give unto said defendants, and each of them, their successors, receivers and assigns, a full, final and complete release, quitclaim and discharge of and from said suit, as well as any and every character of claim, demand, damage, cause of action and expense that I now have or might have against them, and in consideration of said payment, I do here and now acknowledge that said suit as against said defendants, and each of them, as well as all of my claims, demands, damages, causes of action and expenses, already accrued or which might arise in the future, are in all things fully and finally compromised, settled and released, except this does not constitute a release of said suit or any claim, demand, damage, cause of action or expense that I or my heirs now have or might have against the said Fibreboard Paper Products Corporation, its successors, receivers and assigns, and all claims, demands, damages, causes of action and expenses which I have or might have against the said Fibreboard Paper Products Corporation, are here and now in all things specifically reserved.

It is further understood and agreed that out of the total payment of Seventy-five Thousand Dollars ($75,000), there will be paid direct to the intervenors the following sums: Texas Employers Insurance Association, One Thousand Dollars ($1,000); The Travelers Insurance Company, Five Thousand Dollars ($5,000); Queen Insurance Company of America, One Thousand Five Hundred Dollars ($1,500); and the balance, to wit, Sixty-seven Five Hundred Dollars ($67,500) will be paid to the undersigned, Claude J. Tomplait and his attorney, Ward Stephenson.

As full consideration for this settlement and the payments herein set forth, we, the said Claude J. Tomplait and Ward Stephenson, each and both, do agree to forever indemnify and save harmless the said defendants, Combustion Engineering, Inc. and R & I Refractory & Insulation Corporation, Johns-Manville Products Corporation, Owens-Corning Fiberglas Corporation, Eagle-Picher Industries, Inc., and Pittsburgh Corning Corporation, together with Unarco Industries, Inc. and Union Asbestos and Rubber Company, of and from any and all claims, demands, damages, causes of action or liability, which they or any of them, their successors, receivers and assigns, might have or which might be asserted against them, by the said Fibreboard Paper Products Corporation, or anyone claiming by, through or under them, as well as by the Firemen's Fund Insurance Company, Continental Insurance Group, or any other person, firm or corporation, in any manner arising out of or connected with any claim, demand, suit or cause of action, asserted or which might be asserted by or in behalf of the said Claude J. Tomplait, his heirs or assigns, including but not limited to any claim or demand which has been or which might be asserted for either indemnity or contribution, express or contractual. It is the intent and purpose of this agreement that at no time will any of the indemnitees herein named, individually or collectively, be called upon to pay any further sum or incur any further expense by reason of any fact,

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matter or thing directly or indirectly arising out of or predicated upon any claim, demand, judgment or payment made to the said Claude J. Tomplait, his heirs or assigns.

As a further consideration for the settlement and payments herein set forth, we, the said Claude J. Tomplait and Ward Stephenson, each and both, do agree to and do hereby SELL, TRANSFER, CONVEY and ASSIGN to the said defendants, Combustion Engineering, Inc. and R & I Refractory & Insulation Corporation, Johns-Manville Products Corporation, Owens-Corning Fiberglas Corporation, Eagle-Picher Industries, Inc., and Pittsburgh Corning Corporation, together with Unarco Industries, Inc. and Union Asbestosis & Rubber Company, that portion of any judgment recovered by me in the above-referenced civil action against any third party, including but not limited to Fibreboard Paper Products Corporation, equal in amount to the entire judgment which such third party, including Fibreboard Paper Products Corporation, may recover over and against the above named defendants, to whom this assignment is made, in the same action or any other action under any claim for indemnity or contribution.

We fully understand that this is a compromise of a disputed suit and claim and not an admission of liability on the part of those contributing towards this settlement. We further understand and acknowledge that by this release and indemnity agreement each and all of the defendants contributing thereto are to be fully and finally discharged of all further liability, directly or indirectly, and that we and each of us agree to fully indemnify such defendants of and from any and all further claims or demands, but it is further understood and agreed that nothing herein contained shall operate as a release of any suit, claim, demand and cause of action that the said Claude J. Tomplait, his heirs or assigns, has or might have against the said Fibreboard Paper Products Corporation.

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WITNESS our hands to this release and indemnity agreement this 24th day of March, 1969.

Claude J. Tomplait
Claude J. Tomplait

Ward Stephenson
Ward Stephenson

THE STATE OF TEXAS §

COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, on this day personally appeared Claude J. Tomplait, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of March, A. D. 1969.

Doris F. Reeves
Notary Public in and for
Jefferson County, Texas

THE STATE OF TEXAS §

COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, on this day personally appeared Ward Stephenson, Attorney, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of March, A. D. 1969.

Doris F. Reeves
Notary Public in and for
Jefferson County, Texas