

FILED

03/24/2021

Bowen Greenwood
CLERK OF THE SUPREME COURT
STATE OF MONTANA

Case Number: AC 17-0694

EXHIBIT D

Part 4

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Claude W. Kaber

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE:

LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITEMININGCOMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT:

\$16,228.93, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

Releasor reserves all rights against all other parties or persons.

2. Future Damages

Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages, losses and expenses even though now anticipated or unanticipated,

expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

It is understood and agreed that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that the payment of the sum by Releasees, the settlement and Release, and the negotiations for the settlement and Release, are not and shall not be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

Releasor agrees to promptly provide to Releasees all information required to meet Releasees' Medicare and Medicaid reporting requirements and obligations.

Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

Releasor agrees to provide all necessary information to Releasees to fulfill such requirements prior to disbursement of this payment including, but not limited to, the settlement recipient's full name, the total amount of the recipient's gross share of the settlement, Medicare number (HICN), Social Security number, date of birth, gender, full and complete address, full and complete name and address of the individual attorney of record, and, in the event the Medicare beneficiary is deceased, identifying information, including full name, address, and Social Security number for the deceased claimant.

Pursuant to the Memorandum of Understanding of Settlement Agreement, dated June 7, 2018, between the McGarvey Law Libby Mine Claimants and the State of Montana and the "State Round 4 MOU Indirect Claims Exemplar" attached thereto (collectively "MOU"), Releasor stipulates and agrees to pay the State the amount of \$ 87.50, unless modified in accordance with the reimbursement procedure detailed in the MOU. This

amount shall be paid to the State upon receipt by the Releasor of payment from the W.R. Grace PI Trust. Releasor agrees and stipulates that until Releasor makes the payment to the State, the State shall have a valid lien upon any payment due to Releasor from the W.R. Grace PI Trust, which lien shall be extinguished by Releasor's payment to the State in accordance with this Release and the MOU. In consideration for this stipulation and agreement: (1) the State shall not file an Asbestos Indirect Claim with the W.R. Grace PI Trust for reimbursement predicated on the payment to Releasor of Releasor's share of the payment to be made by the State to the Qualified Settlement Fund; (2) Releasor agrees to provide a release/waiver of confidentiality to the State in regard to any Direct Claim made or pursued with the W.R. Grace PI Trust by Releasor; (3) Releasor agrees that the release/waiver of confidentiality shall allow the State to contact the W.R. Grace PI Trust and obtain all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust; and (4) Releasor agrees that the W.R. Grace PI Trust is authorized to provide to the State all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust.

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For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 8th day of January, 2021.

CAUTION: READ BEFORE SIGNING!


Claude W. Kaber

STATE OF)
 : SS
County of)

On this 8th day of January, ~~2020~~²⁰²¹, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared _____, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Signature of notarial officer)

(Seal, if any)

(Name-typed, stamped, or printed)

Title (and Rank)

(Residing at)

[My Commission expires]: _____

OR

Signatures of two persons who witnessed the signing of this Release

Chelsea Belanger
Witness Signature

Tim Kaba
Witness Signature

APPROVED BY:

MCGARVEY LAW

By: Clayton Kaba
Attorney for Releasor

Dustin Lettge

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Wanda Ann Buss, Trustee for wrongful death beneficiaries of Kurt B. Kelley, deceased

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

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Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

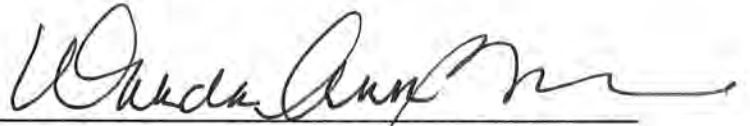
Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 13th day of January, 2021.

CAUTION: READ BEFORE SIGNING!

A handwritten signature in black ink, appearing to read "Wanda Ann Buss", written over a horizontal line.

Wanda Ann Buss, Trustee for wrongful death
beneficiaries of Kurt B. Kelley, deceased

STATE OF Montana)
 : ss
County of Lincoln)

On this 13th day of January, 2021, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Wanda A. Russ, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

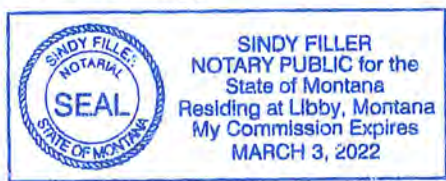
Sindy Filler
(Signature of notarial officer)

Sindy Filler
(Name-typed, stamped, or printed)

Notary
Title (and Rank)

Libby, MT
(Residing at)

(Seal, if any)



[My Commission expires]: 3/3/2022

OR

Signatures of two persons who witnessed the signing of this Release

Witness Signature

Witness Signature

APPROVED BY:

MCGARVEY LAW

By:

Dustin Leftidge
Attorney for Releasor

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RUSSELL S. BARNES
Attorney for Personal Representative
503 California Avenue
Libby, Montana 59923

CLERK OF DISTRICT COURT
TRICIA BROOKS

2019 DEC -4 PM 1:55

FILED
Chambers
BY MATTHEW J. CUFFE
DEPUTY DISTRICT JUDGE

IN THE DISTRICT COURT OF THE NINETEENTH JUDICIAL DISTRICT OF THE
STATE OF MONTANA, IN AND FOR THE COUNTY OF LINCOLN

IN THE MATTER OF THE ESTATE OF) NO. DP-19-97
)
KURT KELLEY)
)
Deceased.)

LETTERS

Application by WANDA ANN BUSS for appointment as Personal
Representative in the intestacy of the estate of KURT KELLEY, the above-named
decedent having been made and granted by Order in the above proceeding dated
the 4th day of ~~November~~ ^{December}, 2019.

Letters of appointment of such Personal Representative are hereby issued, as provided
by law.

WITNESS the Clerk of the Court above named and the seal of the Court affixed
the 4th day of ~~November~~ ^{December}, 2019.

TRICIA BROOKS

CLERK OF THE COURT

(COURT SEAL)

By *Matthew J. Cuffe*
Deputy Clerk

1 STATE OF MONTANA)
2)ss.
3 County of Lincoln)

4 I, WANDA ANN BUSS, by signing, accepting, or acting under this
5 appointment, I hereby acknowledge that I will assume the duties and responsibilities of a
6 fiduciary and that I must work exclusively for the benefit of the decedent's estate and its
7 beneficiaries. I also acknowledge that the primary duty of a personal representative is the
8 duty of loyalty to and protection of the best interests of the estate. Therefore, I
9 acknowledge that:


10 I may not use any of the property or other assets of the decedent's estate for my own
11 personal benefit;

12 I must direct any benefit derived from this appointment to the decedent's estate; and

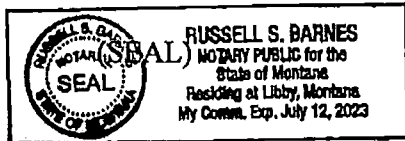
13 I must avoid conflicts of interest and must use ordinary skill and prudence in carrying
14 out the duties of this appointment.

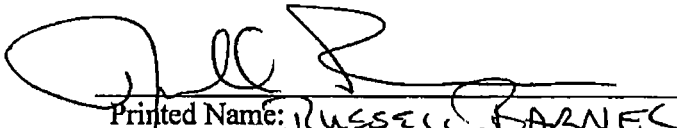
15 I declare under penalty of perjury under the laws of the State of Montana that the
16 foregoing is true and correct.

17 Signed this 7th day of November, 2019

18 
19 _____
20 Wanda Ann Buss

21 SUBSCRIBED AND SWORN TO before me on this 7th day of November, 2019.



27 
28 Printed Name: RUSSELL BARNES
29 Notary Public for the State of Montana
30 Residing at Libby
31 My commission expires: 7-12-23

32 CC: Barnes
33 12-4-19 KC

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Alan R. Kelly

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

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5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 7 day of January, 2021.

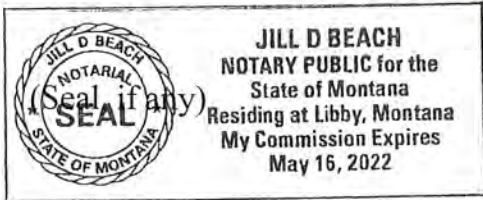
CAUTION: READ BEFORE SIGNING!


Alan R. Kelly

STATE OF _____)
: ss
County of _____)

On this 7th day of January, ²⁰²¹2020, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Alan R Kelly, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



[Handwritten Signature]
(Signature of notarial officer)

Jill D Beach
(Name-typed, stamped, or printed)

Title (and Rank)

Libby Montana
(Residing at)

[My Commission expires]: May 16 2022

OR
Signatures of two persons who witnessed the signing of this Release

Witness Signature

Witness Signature

APPROVED BY:

MCGARVEY LAW

By: [Handwritten Signature]
Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Julie R. Kendall

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE:

LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITE MINING COMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$28,137.98, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

Releasor reserves all rights against all other parties or persons.

2. Future Damages

Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages, losses and expenses even though now anticipated or unanticipated,

expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

It is understood and agreed that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that the payment of the sum by Releasees, the settlement and Release, and the negotiations for the settlement and Release, are not and shall not be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

Releasor agrees to promptly provide to Releasees all information required to meet Releasees' Medicare and Medicaid reporting requirements and obligations.

Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

Releasor agrees to provide all necessary information to Releasees to fulfill such requirements prior to disbursement of this payment including, but not limited to, the settlement recipient's full name, the total amount of the recipient's gross share of the settlement, Medicare number (HICN), Social Security number, date of birth, gender, full and complete address, full and complete name and address of the individual attorney of record, and, in the event the Medicare beneficiary is deceased, identifying information, including full name, address, and Social Security number for the deceased claimant.

Pursuant to the Memorandum of Understanding of Settlement Agreement, dated June 7, 2018, between the McGarvey Law Libby Mine Claimants and the State of Montana and the "State Round 4 MOU Indirect Claims Exemplar" attached thereto (collectively "MOU"), Releasor stipulates and agrees to pay the State the amount of \$ 87.50, unless modified in accordance with the reimbursement procedure detailed in the MOU. This

amount shall be paid to the State upon receipt by the Releasor of payment from the W.R. Grace PI Trust. Releasor agrees and stipulates that until Releasor makes the payment to the State, the State shall have a valid lien upon any payment due to Releasor from the W.R. Grace PI Trust, which lien shall be extinguished by Releasor's payment to the State in accordance with this Release and the MOU. In consideration for this stipulation and agreement: (1) the State shall not file an Asbestos Indirect Claim with the W.R. Grace PI Trust for reimbursement predicated on the payment to Releasor of Releasor's share of the payment to be made by the State to the Qualified Settlement Fund; (2) Releasor agrees to provide a release/waiver of confidentiality to the State in regard to any Direct Claim made or pursued with the W.R. Grace PI Trust by Releasor; (3) Releasor agrees that the release/waiver of confidentiality shall allow the State to contact the W.R. Grace PI Trust and obtain all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust; and (4) Releasor agrees that the W.R. Grace PI Trust is authorized to provide to the State all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust.

5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 12 day of January, 2021.

CAUTION: READ BEFORE SIGNING!

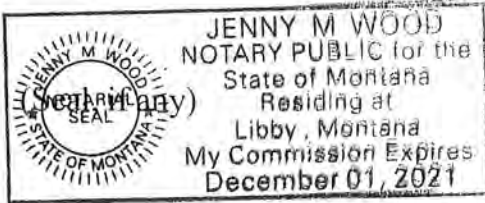


Julie R. Kendall

STATE OF _____)
: ss
County of _____)

On this 12th day of January, ~~2020~~ 2021, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Julie R. Kendall, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



Jenny M. Wood

(Signature of notarial officer)

Jenny M. Wood

(Name-typed, stamped, or printed)

Title (and Rank)

Libby

(Residing at)

[My Commission expires]: Dec 1, 2021

OR

Signatures of two persons who witnessed the signing of this Release

Witness Signature

Witness Signature

APPROVED BY:

MCGARVEY LAW

By: Dustin Leffler
Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Carol Kern, Personal Representative for the Estate of Ronald E. Kern, deceased

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE:

LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITE MINING COMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$20,144.86, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF

SETTLEMENT AGREEMENT, DATED
DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

Releasor reserves all rights against all other parties or persons.

2. Future Damages

Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any

and all injuries, damages, losses and expenses even though now anticipated or unanticipated, expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

It is understood and agreed that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that the payment of the sum by Releasees, the settlement and Release, and the negotiations for the settlement and Release, are not and shall not be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

Releasor agrees to promptly provide to Releasees all information required to meet Releasees' Medicare and Medicaid reporting requirements and obligations.

Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

Releasor agrees to provide all necessary information to Releasees to fulfill such requirements prior to disbursement of this payment including, but not limited to, the settlement recipient's full name, the total amount of the recipient's gross share of the settlement, Medicare number (HICN), Social Security number, date of birth, gender, full and complete address, full and complete name and address of the individual attorney of record, and, in the event the Medicare beneficiary is deceased, identifying information, including full name, address, and Social Security number for the deceased claimant.

5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments,

boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 15 day of January, 2021.

CAUTION: READ BEFORE SIGNING!

Carol Kern

Carol Kern, Personal Representative for the
Estate of Ronald E. Kern, deceased

STATE OF)
 : ss
County of)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared _____, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Signature of notarial officer)

(Seal, if any)

(Name—typed, stamped, or printed)

Title (and Rank)

(Residing at)

[My Commission expires]: _____

OR

Signatures of two persons who witnessed the signing of this Release

Cheri L. Croucher

Witness Signature

Robert D. Croucher

Witness Signature

APPROVED BY:

MCGARVEY LAW

By:

Dustin Leffler
Attorney for Releasor

CERTIFIED COPY

C. Mark Hash
Hash, O'Brien, Biby & Murray, PLLP
Attorneys at Law
136 1st Ave. W., P. O. Box 1178
Kalispell, MT 59903-1178
(406) 755-6919
cmhash@hashlaw.com
Attorneys for Personal Representative

CLERK OF DISTRICT COURT
TRICIA BROOKS

2020 DEC 22 PM 1:06

FILED
BY: aw
DEPUTY

MONTANA NINETEENTH JUDICIAL DISTRICT COURT, LINCOLN COUNTY

IN RE THE ESTATE OF
RONALD EUGENE KERN,
Deceased

Cause No. DP-20- 125

LETTERS

Application by Carol A. Kern for appointment as Personal Representative in intestacy of the estate of the above-named decedent, having been made and granted by Order in the above proceeding dated December 22, 2020. Letters of appointment as such personal representative are hereby issued, as provided by law.

WITNESS the Clerk of the Court above named and the seal of the Court affixed on December 22, 2020.

Tricia Brooks
Clerk of District Court

By: Andrea Wandler, Deputy
Deputy Clerk

CLERK OF DISTRICT COURT
(STATE OF MONTANA)

(County of Lincoln)

I hereby certify that the letters to which this certificate is affixed is a true, correct and compared copy of the original on file in the office of the Clerk of the District Court and that the date of the appointment was Dec. 22, 2020 and that the same are in full force and effect.

WITNESS my hand and seal this 22nd day of Dec 20 20

Tricia Brooks
Clerk of Court

(COURT SEAL)

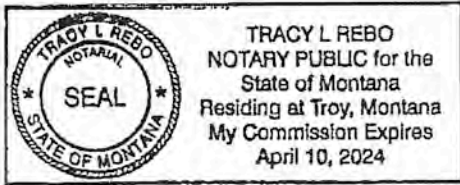
By: Andrea Wandler, Deputy
Deputy Clerk

STATE OF MONTANA)
 :SS
County of Lincoln)

I, Carol A. Kern hereby accept the duties of personal representative in intestacy of the estate of Ronald Eugene Kern, deceased, and do solemnly swear that I will perform, according to law, the duties of personal representative of the estate.

Carol A. Kern
Carol A. Kern

Subscribed and sworn to before me by Carol A. Kern on 12-14, 2020



Tracy L. Rebo
[Signature of Notary]
[Typed, stamped or printed Name of Notary]
Notary Public for the State of Montana
Residing at _____ MT
 [City of Residence]
My commission expires: _____ 20____
 [Month Day Year]

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Carol Kern, Trustee for wrongful death beneficiaries of Ronald E. Kern, deceased

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE:

LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITE MINING COMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$13,429.90, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF

SETTLEMENT AGREEMENT, DATED
DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

Releasor reserves all rights against all other parties or persons.

2. Future Damages

Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any

and all injuries, damages, losses and expenses even though now anticipated or unanticipated, expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

It is understood and agreed that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that the payment of the sum by Releasees, the settlement and Release, and the negotiations for the settlement and Release, are not and shall not be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

Releasor agrees to promptly provide to Releasees all information required to meet Releasees' Medicare and Medicaid reporting requirements and obligations.

Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

Releasor agrees to provide all necessary information to Releasees to fulfill such requirements prior to disbursement of this payment including, but not limited to, the settlement recipient's full name, the total amount of the recipient's gross share of the settlement, Medicare number (HICN), Social Security number, date of birth, gender, full and complete address, full and complete name and address of the individual attorney of record, and, in the event the Medicare beneficiary is deceased, identifying information, including full name, address, and Social Security number for the deceased claimant.

5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments,

boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 15 day of January, 2021.

CAUTION: READ BEFORE SIGNING!

Carol Kern

Carol Kern, Trustee for wrongful death
beneficiaries of Ronald E. Kern, deceased

STATE OF)
 : ss
County of)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared _____, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Signature of notarial officer)

(Seal, if any)

(Name-typed, stamped, or printed)

Title (and Rank)

(Residing at)

[My Commission expires]: _____

OR

Signatures of two persons who witnessed the signing of this Release

Cheri A. Croucher
Witness Signature

Robert D. Croucher
Witness Signature

APPROVED BY:

MCGARVEY LAW

By: 
Attorney for Releasor

CERTIFIED
COPY

C. Mark Hash
Hash, O'Brien, Biby & Murray, PLLP
Attorneys at Law
136 1st Ave. W., P. O. Box 1178
Kalispell, MT 59903-1178
(406) 755-6919
cmhash@hashlaw.com
Attorneys for Personal Representative

CLERK OF DISTRICT COURT
TRICIA BROOKS

2020 DEC 22 PM 1:06

FILED

BY: AW
DEPUTY

MONTANA NINETEENTH JUDICIAL DISTRICT COURT, LINCOLN COUNTY

IN RE THE ESTATE OF
RONALD EUGENE KERN,

Deceased

Cause No. DP-20- 125

LETTERS

Application by Carol A. Kern for appointment as Personal Representative in intestacy of the estate of the above-named decedent, having been made and granted by Order in the above proceeding dated December 22, 2020. Letters of appointment as such personal representative are hereby issued, as provided by law.

WITNESS the Clerk of the Court above named and the seal of the Court affixed on

December 22, 2020.

Tricia Brooks
Clerk of District Court

By: Andrea Wandler, Deputy
Deputy Clerk

CLERK OF DISTRICT COURT
(STATE OF MONTANA)

(County of Lincoln)

I hereby certify that the letters to which this certificate is affixed is a true, correct and compared copy of the original on file in the office of the Clerk of the District Court and that the date of the appointment was Dec. 22, 2020 and that the same are in full force and effect.

WITNESS my hand and seal this 22nd day of Dec 2020

Tricia Brooks
Clerk of Court

(COURT SEAL)

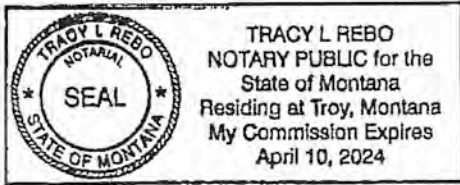
By: Andrea Wandler, Deputy
Deputy Clerk

STATE OF MONTANA)
 :SS
County of Lincoln)

I, Carol A. Kern hereby accept the duties of personal representative in intestacy of the estate of Ronald Eugene Kern, deceased, and do solemnly swear that I will perform, according to law, the duties of personal representative of the estate.

Carol A. Kern
Carol A. Kern

Subscribed and sworn to before me by Carol A. Kern on 12-14, 2020



Tracy L. Rebo
[Signature of Notary]
[Typed, stamped or printed Name of Notary]
Notary Public for the State of Montana
Residing at _____ MT
[City of Residence]
My commission expires: _____ 20____
[Month Day Year]

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Jeri K. Kittilson

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE: LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITE MINING COMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$44,228.10, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

Releasor reserves all rights against all other parties or persons.

2. Future Damages

Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages, losses and expenses even though now anticipated or unanticipated,

expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

It is understood and agreed that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that the payment of the sum by Releasees, the settlement and Release, and the negotiations for the settlement and Release, are not and shall not be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

Releasor agrees to promptly provide to Releasees all information required to meet Releasees' Medicare and Medicaid reporting requirements and obligations.

Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

Releasor agrees to provide all necessary information to Releasees to fulfill such requirements prior to disbursement of this payment including, but not limited to, the settlement recipient's full name, the total amount of the recipient's gross share of the settlement, Medicare number (HICN), Social Security number, date of birth, gender, full and complete address, full and complete name and address of the individual attorney of record, and, in the event the Medicare beneficiary is deceased, identifying information, including full name, address, and Social Security number for the deceased claimant.

Pursuant to the Memorandum of Understanding of Settlement Agreement, dated June 7, 2018, between the McGarvey Law Libby Mine Claimants and the State of Montana and the "State Round 4 MOU Indirect Claims Exemplar" attached thereto (collectively "MOU"), Releasor stipulates and agrees to pay the State the amount of \$ 87.50, unless modified in accordance with the reimbursement procedure detailed in the MOU. This

amount shall be paid to the State upon receipt by the Releasor of payment from the W.R. Grace PI Trust. Releasor agrees and stipulates that until Releasor makes the payment to the State, the State shall have a valid lien upon any payment due to Releasor from the W.R. Grace PI Trust, which lien shall be extinguished by Releasor's payment to the State in accordance with this Release and the MOU. In consideration for this stipulation and agreement: (1) the State shall not file an Asbestos Indirect Claim with the W.R. Grace PI Trust for reimbursement predicated on the payment to Releasor of Releasor's share of the payment to be made by the State to the Qualified Settlement Fund; (2) Releasor agrees to provide a release/waiver of confidentiality to the State in regard to any Direct Claim made or pursued with the W.R. Grace PI Trust by Releasor; (3) Releasor agrees that the release/waiver of confidentiality shall allow the State to contact the W.R. Grace PI Trust and obtain all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust; and (4) Releasor agrees that the W.R. Grace PI Trust is authorized to provide to the State all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust.

5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 11th day of January, 2021.

CAUTION: READ BEFORE SIGNING!



Jeri K. Kittilson

STATE OF _____)
 : SS
County of _____)

On this 11th day of JANUARY, ~~2020~~²⁰²¹, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Jeri Kittelson, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Charles E Petaja
(Signature of notarial officer)

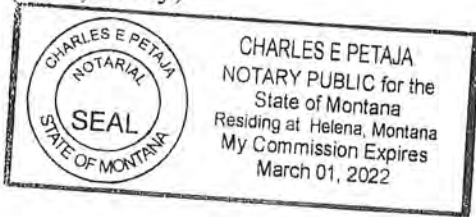
Charles E Petaja
(Name-typed, stamped, or printed)

Notary - Attorney at Law
Title (and Rank)

Helena
(Residing at)

[My Commission expires]: 3-1-2022

(Seal, if any)



OR

Signatures of two persons who witnessed the signing of this Release

Ronald Hoover
Witness Signature

[Signature]
Witness Signature

APPROVED BY:

MCGARVEY LAW

By: Dustin Lettge
Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Victor B. Kley

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE: LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITE MINING COMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$52,733.45, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

Releasor reserves all rights against all other parties or persons.

2. Future Damages

Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages, losses and expenses even though now anticipated or unanticipated,

expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

It is understood and agreed that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that the payment of the sum by Releasees, the settlement and Release, and the negotiations for the settlement and Release, are not and shall not be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

Releasor agrees to promptly provide to Releasees all information required to meet Releasees' Medicare and Medicaid reporting requirements and obligations.

Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

Releasor agrees to provide all necessary information to Releasees to fulfill such requirements prior to disbursement of this payment including, but not limited to, the settlement recipient's full name, the total amount of the recipient's gross share of the settlement, Medicare number (HICN), Social Security number, date of birth, gender, full and complete address, full and complete name and address of the individual attorney of record, and, in the event the Medicare beneficiary is deceased, identifying information, including full name, address, and Social Security number for the deceased claimant.

Pursuant to the Memorandum of Understanding of Settlement Agreement, dated June 7, 2018, between the McGarvey Law Libby Mine Claimants and the State of Montana and the "State Round 4 MOU Indirect Claims Exemplar" attached thereto (collectively "MOU"), Releasor stipulates and agrees to pay the State the amount of \$ 87.50, unless modified in accordance with the reimbursement procedure detailed in the MOU. This

amount shall be paid to the State upon receipt by the Releasor of payment from the W.R. Grace PI Trust. Releasor agrees and stipulates that until Releasor makes the payment to the State, the State shall have a valid lien upon any payment due to Releasor from the W.R. Grace PI Trust, which lien shall be extinguished by Releasor's payment to the State in accordance with this Release and the MOU. In consideration for this stipulation and agreement: (1) the State shall not file an Asbestos Indirect Claim with the W.R. Grace PI Trust for reimbursement predicated on the payment to Releasor of Releasor's share of the payment to be made by the State to the Qualified Settlement Fund; (2) Releasor agrees to provide a release/waiver of confidentiality to the State in regard to any Direct Claim made or pursued with the W.R. Grace PI Trust by Releasor; (3) Releasor agrees that the release/waiver of confidentiality shall allow the State to contact the W.R. Grace PI Trust and obtain all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust; and (4) Releasor agrees that the W.R. Grace PI Trust is authorized to provide to the State all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust.

5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 19th day of March, 2021.

CAUTION: READ BEFORE SIGNING!



Victor B. Kley

STATE OF)
 : ss
County of)

On this _____ day of March, 2021, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Victor B. Kley, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Signature of notarial officer)

(Seal, if any)

(Name—typed, stamped, or printed)

Title (and Rank)

(Residing at)

[My Commission expires]: _____

OR

Signatures of two persons who witnessed the signing of this Release

Witness Signature

Witness Signature

APPROVED BY:

MCGARVEY LAW

By:  _____
Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Eugene H. LaBelle

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE:

LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITE MINING COMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$16,228.93, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

Releasor reserves all rights against all other parties or persons.

2. Future Damages

Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages, losses and expenses even though now anticipated or unanticipated,

expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

It is understood and agreed that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that the payment of the sum by Releasees, the settlement and Release, and the negotiations for the settlement and Release, are not and shall not be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

Releasor agrees to promptly provide to Releasees all information required to meet Releasees' Medicare and Medicaid reporting requirements and obligations.

Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

Releasor agrees to provide all necessary information to Releasees to fulfill such requirements prior to disbursement of this payment including, but not limited to, the settlement recipient's full name, the total amount of the recipient's gross share of the settlement, Medicare number (HICN), Social Security number, date of birth, gender, full and complete address, full and complete name and address of the individual attorney of record, and, in the event the Medicare beneficiary is deceased, identifying information, including full name, address, and Social Security number for the deceased claimant.

Pursuant to the Memorandum of Understanding of Settlement Agreement, dated June 7, 2018, between the McGarvey Law Libby Mine Claimants and the State of Montana and the "State Round 4 MOU Indirect Claims Exemplar" attached thereto (collectively "MOU"), Releasor stipulates and agrees to pay the State the amount of \$ 87.50, unless modified in accordance with the reimbursement procedure detailed in the MOU. This

amount shall be paid to the State upon receipt by the Releasor of payment from the W.R. Grace PI Trust. Releasor agrees and stipulates that until Releasor makes the payment to the State, the State shall have a valid lien upon any payment due to Releasor from the W.R. Grace PI Trust, which lien shall be extinguished by Releasor's payment to the State in accordance with this Release and the MOU. In consideration for this stipulation and agreement: (1) the State shall not file an Asbestos Indirect Claim with the W.R. Grace PI Trust for reimbursement predicated on the payment to Releasor of Releasor's share of the payment to be made by the State to the Qualified Settlement Fund; (2) Releasor agrees to provide a release/waiver of confidentiality to the State in regard to any Direct Claim made or pursued with the W.R. Grace PI Trust by Releasor; (3) Releasor agrees that the release/waiver of confidentiality shall allow the State to contact the W.R. Grace PI Trust and obtain all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust; and (4) Releasor agrees that the W.R. Grace PI Trust is authorized to provide to the State all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust.

5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

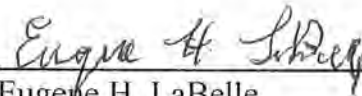
Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 11 day of January, 2021.

CAUTION: READ BEFORE SIGNING!



Eugene H. LaBelle

STATE OF _____)
 : ss
County of _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared _____, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Signature of notarial officer)

(Seal, if any)

(Name-typed, stamped, or printed)

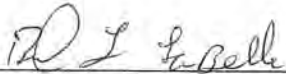
Title (and Rank)


(Residing at)

[My Commission expires]: _____

OR

Signatures of two persons who witnessed the signing of this Release


Witness Signature


Witness Signature

APPROVED BY:

MCGARVEY LAW

By: 
Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Shelley M. Lambert

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE:

LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITEMININGCOMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$16,228.93, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

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6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

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Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

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This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval


Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 13 day of January, 2021.

CAUTION: READ BEFORE SIGNING!


Shelley M. Lambert

STATE OF Montana)
County of Flathead) : SS

On this 13th day of January, ²⁰²¹~~2020~~, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Shelley M. Lambert, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

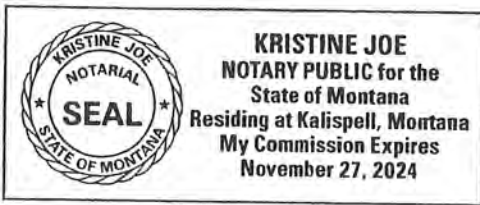
Kristine Joe
(Signature of notarial officer)

Kristine Joe
(Name-typed, stamped, or printed)

Notary Public
Title (and Rank)

Kalispell, MT
(Residing at)

(Seal, if any)



[My Commission expires]: November 27, 2024

~~OR~~

~~Signatures of two persons who witnessed the signing of this Release~~

~~Witness Signature~~

~~Witness Signature~~

APPROVED BY:

MCGARVEY LAW

By: Dustin Lettge
Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Dean A. Landa

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

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SUM OF SETTLEMENT: \$26,366.21, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

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9. Disclaimer

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Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

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DATED this 20th day of January, 2021.

CAUTION: READ BEFORE SIGNING!



Dean A. Landa

STATE OF _____)
 : ss
County of _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared _____, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Signature of notarial officer)

(Seal, if any)

(Name-typed, stamped, or printed)

Title (and Rank)

(Residing at)

[My Commission expires]: _____

OR

Signatures of two persons who witnessed the signing of this Release


Witness Signature


Witness Signature

APPROVED BY:

MCGARVEY LAW

By: 

Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Michael A. Laveway

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

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SUM OF SETTLEMENT: \$16,228.93, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

Releasor reserves all rights against all other parties or persons.

2. Future Damages

Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages, losses and expenses even though now anticipated or unanticipated,

expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

It is understood and agreed that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that the payment of the sum by Releasees, the settlement and Release, and the negotiations for the settlement and Release, are not and shall not be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

Releasor agrees to promptly provide to Releasees all information required to meet Releasees' Medicare and Medicaid reporting requirements and obligations.

Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

Releasor agrees to provide all necessary information to Releasees to fulfill such requirements prior to disbursement of this payment including, but not limited to, the settlement recipient's full name, the total amount of the recipient's gross share of the settlement, Medicare number (HICN), Social Security number, date of birth, gender, full and complete address, full and complete name and address of the individual attorney of record, and, in the event the Medicare beneficiary is deceased, identifying information, including full name, address, and Social Security number for the deceased claimant.

Pursuant to the Memorandum of Understanding of Settlement Agreement, dated June 7, 2018, between the McGarvey Law Libby Mine Claimants and the State of Montana and the "State Round 4 MOU Indirect Claims Exemplar" attached thereto (collectively "MOU"), Releasor stipulates and agrees to pay the State the amount of \$ 87.50, unless modified in accordance with the reimbursement procedure detailed in the MOU. This

amount shall be paid to the State upon receipt by the Releasor of payment from the W.R. Grace PI Trust. Releasor agrees and stipulates that until Releasor makes the payment to the State, the State shall have a valid lien upon any payment due to Releasor from the W.R. Grace PI Trust, which lien shall be extinguished by Releasor's payment to the State in accordance with this Release and the MOU. In consideration for this stipulation and agreement: (1) the State shall not file an Asbestos Indirect Claim with the W.R. Grace PI Trust for reimbursement predicated on the payment to Releasor of Releasor's share of the payment to be made by the State to the Qualified Settlement Fund; (2) Releasor agrees to provide a release/waiver of confidentiality to the State in regard to any Direct Claim made or pursued with the W.R. Grace PI Trust by Releasor; (3) Releasor agrees that the release/waiver of confidentiality shall allow the State to contact the W.R. Grace PI Trust and obtain all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust; and (4) Releasor agrees that the W.R. Grace PI Trust is authorized to provide to the State all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust.

5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 7 day of January, 2021.

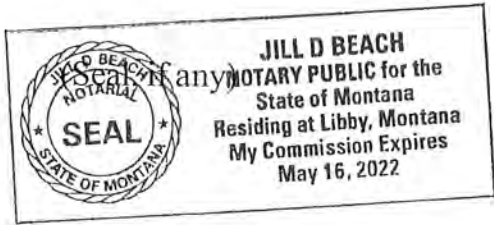
CAUTION: READ BEFORE SIGNING!


Michael A. Laveway

STATE OF _____)
 : ss
County of _____)

On this 7th day of January, 2021, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Michael Alan Laveway, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



Jill D Beach
(Signature of notarial officer)

Jill D Beach
(Name-typed, stamped, or printed)

Title (and Rank)

Libby Montana
(Residing at)

[My Commission expires]: May 16 2022

OR

Signatures of two persons who witnessed the signing of this Release

Witness Signature

Witness Signature

APPROVED BY:

MCGARVEY LAW

By: Dustin Lettidge
Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Danny G. Lehew

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE:

LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITE MINING COMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$33,574.75, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

Releasor reserves all rights against all other parties or persons.

2. Future Damages

Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages, losses and expenses even though now anticipated or unanticipated,

expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

It is understood and agreed that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that the payment of the sum by Releasees, the settlement and Release, and the negotiations for the settlement and Release, are not and shall not be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

Releasor agrees to promptly provide to Releasees all information required to meet Releasees' Medicare and Medicaid reporting requirements and obligations.

Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

Releasor agrees to provide all necessary information to Releasees to fulfill such requirements prior to disbursement of this payment including, but not limited to, the settlement recipient's full name, the total amount of the recipient's gross share of the settlement, Medicare number (HICN), Social Security number, date of birth, gender, full and complete address, full and complete name and address of the individual attorney of record, and, in the event the Medicare beneficiary is deceased, identifying information, including full name, address, and Social Security number for the deceased claimant.

Pursuant to the Memorandum of Understanding of Settlement Agreement, dated June 7, 2018, between the McGarvey Law Libby Mine Claimants and the State of Montana and the "State Round 4 MOU Indirect Claims Exemplar" attached thereto (collectively "MOU"), Releasor stipulates and agrees to pay the State the amount of \$262.20, unless modified in accordance with the reimbursement procedure detailed in the MOU. This

amount shall be paid to the State upon receipt by the Releasor of payment from the W.R. Grace PI Trust. Releasor agrees and stipulates that until Releasor makes the payment to the State, the State shall have a valid lien upon any payment due to Releasor from the W.R. Grace PI Trust, which lien shall be extinguished by Releasor's payment to the State in accordance with this Release and the MOU. In consideration for this stipulation and agreement: (1) the State shall not file an Asbestos Indirect Claim with the W.R. Grace PI Trust for reimbursement predicated on the payment to Releasor of Releasor's share of the payment to be made by the State to the Qualified Settlement Fund; (2) Releasor agrees to provide a release/waiver of confidentiality to the State in regard to any Direct Claim made or pursued with the W.R. Grace PI Trust by Releasor; (3) Releasor agrees that the release/waiver of confidentiality shall allow the State to contact the W.R. Grace PI Trust and obtain all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust; and (4) Releasor agrees that the W.R. Grace PI Trust is authorized to provide to the State all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust.

5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

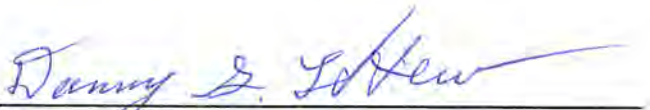
Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 12 day of February, 2021.

CAUTION: READ BEFORE SIGNING!



Danny G. Lehew

STATE OF Montana
: ss
County of Lowndes

On this 22nd day of November, 2020, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Shirley Lehou, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Signature of notarial officer)

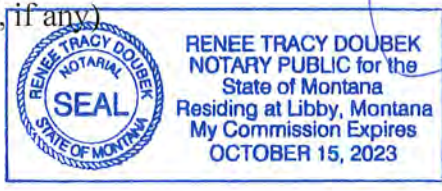
(Name typed, stamped, or printed)

Title (and Rank)

(Residing at)

[My Commission expires]: _____

(Seal, if any)



OR
Signatures of two persons who witnessed the signing of this Release

Witness Signature

Witness Signature

APPROVED BY:

MCGARVEY LAW

By: *Dustin Leffler*
Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Monte L. Lehew

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE:

LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITE MINING COMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$28,137.98, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

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Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages, losses and expenses even though now anticipated or unanticipated,

expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

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4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

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Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

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amount shall be paid to the State upon receipt by the Releasor of payment from the W.R. Grace PI Trust. Releasor agrees and stipulates that until Releasor makes the payment to the State, the State shall have a valid lien upon any payment due to Releasor from the W.R. Grace PI Trust, which lien shall be extinguished by Releasor's payment to the State in accordance with this Release and the MOU. In consideration for this stipulation and agreement: (1) the State shall not file an Asbestos Indirect Claim with the W.R. Grace PI Trust for reimbursement predicated on the payment to Releasor of Releasor's share of the payment to be made by the State to the Qualified Settlement Fund; (2) Releasor agrees to provide a release/waiver of confidentiality to the State in regard to any Direct Claim made or pursued with the W.R. Grace PI Trust by Releasor; (3) Releasor agrees that the release/waiver of confidentiality shall allow the State to contact the W.R. Grace PI Trust and obtain all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust; and (4) Releasor agrees that the W.R. Grace PI Trust is authorized to provide to the State all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust.

5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 27 day of JANUARY, 2021.

CAUTION: READ BEFORE SIGNING!



Monte L. Lehew

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Cari R. Leland

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE:

LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITE MINING COMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$26,366.21, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
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AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

Releasor reserves all rights against all other parties or persons.

2. Future Damages

Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages, losses and expenses even though now anticipated or unanticipated,

expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

It is understood and agreed that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that the payment of the sum by Releasees, the settlement and Release, and the negotiations for the settlement and Release, are not and shall not be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

Releasor agrees to promptly provide to Releasees all information required to meet Releasees' Medicare and Medicaid reporting requirements and obligations.

Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

Releasor agrees to provide all necessary information to Releasees to fulfill such requirements prior to disbursement of this payment including, but not limited to, the settlement recipient's full name, the total amount of the recipient's gross share of the settlement, Medicare number (HICN), Social Security number, date of birth, gender, full and complete address, full and complete name and address of the individual attorney of record, and, in the event the Medicare beneficiary is deceased, identifying information, including full name, address, and Social Security number for the deceased claimant.

Pursuant to the Memorandum of Understanding of Settlement Agreement, dated June 7, 2018, between the McGarvey Law Libby Mine Claimants and the State of Montana and the "State Round 4 MOU Indirect Claims Exemplar" attached thereto (collectively "MOU"), Releasor stipulates and agrees to pay the State the amount of \$ 87.50, unless modified in accordance with the reimbursement procedure detailed in the MOU. This

amount shall be paid to the State upon receipt by the Releasor of payment from the W.R. Grace PI Trust. Releasor agrees and stipulates that until Releasor makes the payment to the State, the State shall have a valid lien upon any payment due to Releasor from the W.R. Grace PI Trust, which lien shall be extinguished by Releasor's payment to the State in accordance with this Release and the MOU. In consideration for this stipulation and agreement: (1) the State shall not file an Asbestos Indirect Claim with the W.R. Grace PI Trust for reimbursement predicated on the payment to Releasor of Releasor's share of the payment to be made by the State to the Qualified Settlement Fund; (2) Releasor agrees to provide a release/waiver of confidentiality to the State in regard to any Direct Claim made or pursued with the W.R. Grace PI Trust by Releasor; (3) Releasor agrees that the release/waiver of confidentiality shall allow the State to contact the W.R. Grace PI Trust and obtain all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust; and (4) Releasor agrees that the W.R. Grace PI Trust is authorized to provide to the State all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust.

5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 20 day of January, 2021.

CAUTION: READ BEFORE SIGNING!



Cari R. Leland

STATE OF Washington
: ss
County of Thurston)

On this 20 day of January, ²⁰²¹ ~~2020~~, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Cari R. Leland, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Brenda L. Kunkel
(Signature of notarial officer)

Brenda L. Kunkel
(Name-typed, stamped, or printed)

Notary Public
Title (and Rank)

Lacey, Washington
(Residing at)

[My Commission expires]: July 9, 2024

(Seal, if any)



OR

Signatures of two persons who witnessed the signing of this Release

Witness Signature

Witness Signature

APPROVED BY:

MCGARVEY LAW

By: Dustin Leftage
Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Craig H. Lind

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION
OF RELEASE:

LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITE MINING COMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$52,733.45, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

Releasor reserves all rights against all other parties or persons.

2. Future Damages

Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages, losses and expenses even though now anticipated or unanticipated,

expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

It is understood and agreed that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that the payment of the sum by Releasees, the settlement and Release, and the negotiations for the settlement and Release, are not and shall not be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

Releasor agrees to promptly provide to Releasees all information required to meet Releasees' Medicare and Medicaid reporting requirements and obligations.

Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

Releasor agrees to provide all necessary information to Releasees to fulfill such requirements prior to disbursement of this payment including, but not limited to, the settlement recipient's full name, the total amount of the recipient's gross share of the settlement, Medicare number (HICN), Social Security number, date of birth, gender, full and complete address, full and complete name and address of the individual attorney of record, and, in the event the Medicare beneficiary is deceased, identifying information, including full name, address, and Social Security number for the deceased claimant.

Pursuant to the Memorandum of Understanding of Settlement Agreement, dated June 7, 2018, between the McGarvey Law Libby Mine Claimants and the State of Montana and the "State Round 4 MOU Indirect Claims Exemplar" attached thereto (collectively "MOU"), Releasor stipulates and agrees to pay the State the amount of \$262.20, unless modified in accordance with the reimbursement procedure detailed in the MOU. This

amount shall be paid to the State upon receipt by the Releasor of payment from the W.R. Grace PI Trust. Releasor agrees and stipulates that until Releasor makes the payment to the State, the State shall have a valid lien upon any payment due to Releasor from the W.R. Grace PI Trust, which lien shall be extinguished by Releasor's payment to the State in accordance with this Release and the MOU. In consideration for this stipulation and agreement: (1) the State shall not file an Asbestos Indirect Claim with the W.R. Grace PI Trust for reimbursement predicated on the payment to Releasor of Releasor's share of the payment to be made by the State to the Qualified Settlement Fund; (2) Releasor agrees to provide a release/waiver of confidentiality to the State in regard to any Direct Claim made or pursued with the W.R. Grace PI Trust by Releasor; (3) Releasor agrees that the release/waiver of confidentiality shall allow the State to contact the W.R. Grace PI Trust and obtain all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust; and (4) Releasor agrees that the W.R. Grace PI Trust is authorized to provide to the State all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust.

5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 20 day of January, 2021.

CAUTION: READ BEFORE SIGNING!



Craig H. Lind

STATE OF _____)
 : ss
County of _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared _____, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Signature of notarial officer)

(Seal, if any)

(Name-typed, stamped, or printed)

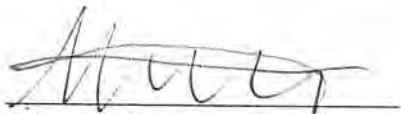
Title (and Rank)

(Residing at)

[My Commission expires]: _____

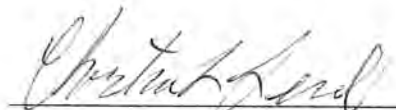
OR

Signatures of two persons who witnessed the signing of this Release



Witness Signature

Breanna L Stevins



Witness Signature

CHRISTIA LIND

APPROVED BY:

MCGARVEY LAW

By: 

Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Todd H. Lind

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE:

LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITEMININGCOMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$44,228.10, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

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3. No Admission of Liability

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4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

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5. Releasees

For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

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Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 19th day of January, 2021.

CAUTION: READ BEFORE SIGNING!



Todd H. Lind

STATE OF Montana)
 : SS
County of Lincoln)

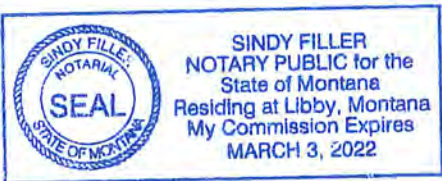
On this 19th day of January, 2021, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Todd H. Lind, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Sindy Filler
(Signature of notarial officer)

(Seal, if any)

Sindy Filler
(Name-typed, stamped, or printed)



Notary
Title (and Rank)

Libby, MT
(Residing at)

[My Commission expires]: 3/3/2022

OR
Signatures of two persons who witnessed the signing of this Release

Witness Signature

Witness Signature

APPROVED BY:
MCGARVEY LAW

By: Dustin Lettge
Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Gregory A. Loberg

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

GENERAL DESCRIPTION OF RELEASE:

LIBBY MINE CLAIMS WHICH INCLUDE ALL LAWSUITS, CLAIMS AND CAUSES OF ACTION THAT HAVE BEEN, COULD HAVE BEEN, OR IN THE FUTURE COULD BE ASSERTED AGAINST RELEASEES BY RELEASOR, INCLUDING BUT NOT LIMITED TO ANY WHICH ARISE OUT OF OR ARE IN WAY RELATED TO ANY ACTIONS, INACTIONS, OR OMISSIONS OF RELEASEES RELATING TO ZONOLITE MINING COMPANY OR W.R. GRACE & CO. - CONN. OR ANY OF THEIR PREDECESSORS, SUCCESSORS, RELATED OR AFFILIATED ENTITIES, INCLUDING BUT NOT LIMITED TO ANY FEDERAL OR STATE CONSTITUTIONAL, STATUTORY OR COMMON LAW VIOLATIONS, RESPONSIBILITIES, DUTIES, OR OBLIGATIONS BY OR OF RELEASEES

SUM OF SETTLEMENT: \$16,228.93, WHICH IS RELEASOR'S SHARE, AS DETERMINED BY RELEASOR AND RELEASOR'S COUNSEL, OF A \$4,900,000 PAYMENT AND A CONTINGENT AMOUNT TO BE DETERMINED AS SET FORTH IN PARAGRAPH 2.b. OF THE MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AGREEMENT, DATED

DECEMBER 22, 2020, BETWEEN THE
McGARVEY LAW LIBBY MINE CLAIMANTS
AND THE STATE OF MONTANA WHICH IS
HEREBY INCORPORATED BY REFERENCE,
WHICH CONTINGENT AMOUNT, IF ANY, SHALL
BE IN THE SAME RATIO AS RELEASOR'S SHARE
OF THE \$4,900,000 PAYMENT

CIVIL CAUSE: consolidated for Court approval

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges, and covenants not to sue Releasees, from Libby Mine Claims which are defined to include any and all actions, claims, causes of action, demands, losses or expenses for damages or injuries that have been, could have been, or in the future could be asserted against Releasees by Releasor for all claims which Releasor can release, whether asserted or unasserted, anticipated or unanticipated, known or unknown, foreseen or unforeseen, which arise out of or are in any way related to any actions, inactions, or omissions of Releasees relating to Zonolite Mining Company or W.R. Grace & Co. - Conn. or any of their predecessors, successors, related or affiliated entities, including but not limited to any federal or state constitutional, statutory or common law violations, responsibilities, duties, or obligations by or of Releasees and including but not limited to bodily injury; personal injury; loss of consortium; loss of established course of life; pain and suffering; mental anguish; emotional distress; grief; loss of income; survival; wrongful death; all future consequences or diseases, even though now unanticipated, unexpected, unknown, undiagnosed or not yet developed or manifested; all claims arising out of the investigation, handling, adjusting, defense or settlement of the claims including, without limitation, any statutory, common law or other claims; and all actions, claims, causes of action, demands, losses or expenses for injuries, damages, losses, or expenses whatsoever in law or in equity which Releasor, Releasor's heirs, personal representatives, successors, assigns, or beneficiaries of Releasor have or may have in the future by reason of any matter whatsoever relating to the Libby Mine Claims.

Releasor reserves all rights against all other parties or persons.

2. Future Damages

Inasmuch as Releasor's injuries, damages, losses and expenses may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages, losses and expenses even though now anticipated or unanticipated,

expected or unexpected, known or unknown, developed or not yet developed, or manifested or not yet manifested.

3. No Admission of Liability

It is understood and agreed that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that the payment of the sum by Releasees, the settlement and Release, and the negotiations for the settlement and Release, are not and shall not be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, governmental entities, or attorneys who may have rights of action, valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

Releasor agrees to promptly provide to Releasees all information required to meet Releasees' Medicare and Medicaid reporting requirements and obligations.

Releasor agrees that his/her/its counsel have been instructed not to and shall not disburse any settlement funds from the Qualified Settlement Fund (QSF) to Releasor until all required approvals are obtained for disbursement of this payment, including approval of applicable courts and judges. If any Medicare or Medicaid claim for reimbursement exists against Releasor, no funds shall be released from the QSF to Releasor until such reimbursement claim has been satisfied and written confirmation of such satisfaction has been provided to Releasees.

Releasor agrees to provide all necessary information to Releasees to fulfill such requirements prior to disbursement of this payment including, but not limited to, the settlement recipient's full name, the total amount of the recipient's gross share of the settlement, Medicare number (HICN), Social Security number, date of birth, gender, full and complete address, full and complete name and address of the individual attorney of record, and, in the event the Medicare beneficiary is deceased, identifying information, including full name, address, and Social Security number for the deceased claimant.

Pursuant to the Memorandum of Understanding of Settlement Agreement, dated June 7, 2018, between the McGarvey Law Libby Mine Claimants and the State of Montana and the "State Round 4 MOU Indirect Claims Exemplar" attached thereto (collectively "MOU"), Releasor stipulates and agrees to pay the State the amount of \$ 87.50, unless modified in accordance with the reimbursement procedure detailed in the MOU. This

amount shall be paid to the State upon receipt by the Releasor of payment from the W.R. Grace PI Trust. Releasor agrees and stipulates that until Releasor makes the payment to the State, the State shall have a valid lien upon any payment due to Releasor from the W.R. Grace PI Trust, which lien shall be extinguished by Releasor's payment to the State in accordance with this Release and the MOU. In consideration for this stipulation and agreement: (1) the State shall not file an Asbestos Indirect Claim with the W.R. Grace PI Trust for reimbursement predicated on the payment to Releasor of Releasor's share of the payment to be made by the State to the Qualified Settlement Fund; (2) Releasor agrees to provide a release/waiver of confidentiality to the State in regard to any Direct Claim made or pursued with the W.R. Grace PI Trust by Releasor; (3) Releasor agrees that the release/waiver of confidentiality shall allow the State to contact the W.R. Grace PI Trust and obtain all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust; and (4) Releasor agrees that the W.R. Grace PI Trust is authorized to provide to the State all information regarding Releasor's Direct Claim with the W.R. Grace PI Trust.

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For the purposes of this Release, the following shall be considered and referred to collectively as "Releasees": State of Montana and all of its past and present departments, boards, divisions, agencies, officers, employees, agents, attorneys, successors and assigns, including but not limited to the Department of Environmental Quality; the Department of Public Health and Human Services; the Department of Labor & Industry; the Montana State Board of Health; and the Division of Air Pollution Control and Industrial Hygiene and their heirs, personal representatives, successors, and assigns.

6. Additional Claims

In the event any additional claim is made by Releasor, Releasor's heirs, personal representatives, successors, assigns, relatives, spouses, significant others, agents, and beneficiaries which directly or indirectly results in additional liability exposure to the Releasees for the injuries, losses, damages, and expenses for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action(s). Each party shall pay their respective costs and attorneys' fees.

8. Binding Effect

This Release shall be binding upon Releasor's heirs, personal representatives, successors, assigns, and beneficiaries.

9. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord.

10. Court Approval

Releasor further understands that the court must approve this settlement and order its conditions to be performed for the settlement to be effective.

11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this 4th day of February, 2021.

CAUTION: READ BEFORE SIGNING!



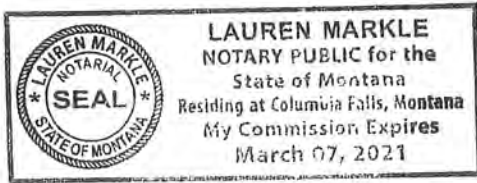
Gregory A. Loberg

STATE OF MT)
 : SS
County of Flathead)

On this 4th day of January February, 2021, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Gregory Loberg, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Seal, if any)



Lauren Markle
(Signature of notarial officer)

Lauren Markle
(Name—typed, stamped, or printed)

Notary Public
Title (and Rank)

Columbia Falls
(Residing at)

[My Commission expires]: 3/7/2021

OR

Signatures of two persons who witnessed the signing of this Release

Witness Signature

Witness Signature

APPROVED BY:

MCGARVEY LAW

By: Dustin Leffler
Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: L. Stephen . Loveless

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

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CIVIL CAUSE: consolidated for Court approval

1. Release

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11. Public Document

Releasor understands and acknowledges this Release is a public document and is not protected by any rights of privacy under federal or state laws or constitutions.

DATED this ____ day of _____, 2021.

CAUTION: READ BEFORE SIGNING!


L. Stephen Loveless

STATE OF Oregon)
 : ss
County of Douglas)

On this 20th day of January, ²⁰²¹~~2020~~, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Stephen L. Lowless, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Christa Lynn Rose Petersen
(Signature of notarial officer)

(Seal, if any)

Christa Lynn Rose Petersen
(Name-typed, stamped, or printed)

Client Relationship Consultant NMLS
Title (and Rank)

Roseburg, OR
(Residing at)



[My Commission expires]: 12/10/2021

OR

Signatures of two persons who witnessed the signing of this Release

Witness Signature

Witness Signature

APPROVED BY:

MCGARVEY LAW

By: Dustin Leffler

Attorney for Releasor

GENERAL RELEASE - STATE OF MONTANA

RELEASOR: Karen L. Lyle

RELEASEES: STATE OF MONTANA AND ALL OF ITS PAST AND PRESENT DEPARTMENTS, BOARDS, DIVISIONS, AGENCIES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY; THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES; THE DEPARTMENT OF LABOR & INDUSTRY; THE MONTANA STATE BOARD OF HEALTH; AND THE DIVISION OF AIR POLLUTION CONTROL AND INDUSTRIAL HYGIENE

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DATED this 20th day of January, 2021.

CAUTION: READ BEFORE SIGNING!



Karen L. Lyle

STATE OF Washington)

: ss

County of Spokane)

On this 20th day of January, 2020, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Naren L. Lyle, known to me to be the person named in the foregoing Release, and acknowledged to me that s/he executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

[Handwritten Signature]

(Signature of notarial officer)

Christine M. Goodwater

(Name—typed, stamped, or printed)

Notary

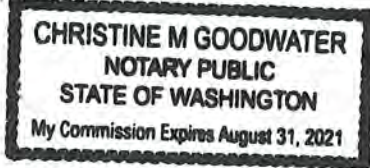
Title (and Rank)

Newman Lake, Washington

(Residing at)

[My Commission expires]: 8/31/2021

(Seal, if any)



OR

Signatures of two persons who witnessed the signing of this Release

Witness Signature

Witness Signature

APPROVED BY:

MCGARVEY LAW

By: [Handwritten Signature]

Attorney for Releasor