

CONSENT TO CONTACT CLIENT AND WAIVER

_____[Insert Law Firm Name]_____ (“**Law Firm**”) hereby consents to the Western Asbestos Settlement Trust, the J.T. Thorpe Settlement Trust, the Thorpe Insulation Company Asbestos Settlement Trust, and the Plant Insulation Company Asbestos Settlement Trust and their staff (the “**Trusts**”) contacting individuals represented by the Law Firm in connection with their claims against the Trusts (“**Claimant**”) under the following circumstances:

1. Where the Claimant has accepted an offer from one of the Trusts to settle their claims against that Trust and the Law Firm has approved the form of release prepared by such Trust documenting such settlement;
2. Where the Law Firm has communicated in writing, electronic or otherwise, to the appropriate Trust that:
 - a. the Law Firm has approved the value of the claim and form of the release prepared by the Trust for that Claimant;
 - b. the Law Firm has requested either that the release be signed by the Claimant by electronic means (“**Electronic Signature**”) or that the Trust send the release physically to the Client for a wet ink signature with a return envelope addressed to the Trust for the Claimant to send the release directly back to the Trust (“**Direct Mailing**”);
 - c. for those claimants where the Law Firm has requested Electronic Signature, the Law Firm has approved the form of AGREEMENT TO ALLOW ELECTRONIC SIGNATURES and has provided that agreement to the Claimant in addition to the release documentation for execution; and
 - d. the Law Firm has provided or confirmed the telephone number, email address and/or mailing address of the Claimant to the Trusts to permit the Trusts to contact the Claimant directly or indirectly.
3. Where the Trusts’ contact with the Claimant is either for the purpose of:
 - a. authenticating the identity of the person providing the Electronic Signature and confirming that this person affixed or adopted their Electronic Signature on the release documents as well as the Agreement to Allow Electronic Signatures with the intention that their electronic signature be considered as having same legal effect, validity, or enforceability as a manually executed signature to the extent permitted by law (“**Authentication**”). Authentication shall mean requiring the Claimant (or, if the Claimant is deceased, such another person who is duly authorized to execute the release on behalf of the Claimant) to provide the

following identifying private information to the Trusts to assure the Trust that the Claimant or, if the Claimant is deceased, Claimant's duly authorized representative, is the person who signed or adopted their Electronic Signature: the Claimant's birth date, the last four digits of Claimant's social security number, and/or Claimant's residence address and, in the case of a duly authorized representative, the basis for their authorization and their current address and phone number; or

- b. facilitating wet ink execution of the release documentation and returning the original executed documents to the Trusts.

4. The Law Firm waives any claim or objection to contact with their clients by the Trusts as described herein. This Consent to Contact Client and Waiver is intended to satisfy the requirements of American Bar Association Rule 4.2 regarding contact with individuals represented by counsel and/or any state law equivalent.

5. The Law Firm represents and warrants that:

- a. The Law Firm provides this Consent to Client Contact and Waiver on behalf of all of its attorneys and authorizes any of its attorneys or staff to elect Electronic Signature or Direct Mailing of release documents by Claimants represented by Law Firm;
- b. All such attorneys will be bound by the terms of this Consent to Client Contact and Waiver; and
- c. The Law Firm intends that the Trust will rely upon any electronic signatures provided pursuant to this Consent to Client Contact and Waiver in making payments to claimants.

6. This Consent to Client Contact and Waiver shall be interpreted, construed and enforced according to the laws of the State of Nevada.

LAW FIRM

Name of Law Firm: _____

By: _____ Date: _____

Name: _____

Email: _____

Title: _____

OPTION FOR SIGNING CONSENT TO CONTACT CLIENT AND WAIVER BY ELECTRONIC MEANS

The Law Firm and the Trusts agree that the foregoing Consent to Contact Client and Waiver may be signed by electronic means each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature to the extent and as provided for in any applicable law, including, without limitation, Electronic Signatures in Global and National Commerce Act, the Nevada Electronic Transactions Act, any other similar state laws based on the Uniform Electronic Transactions Act or the Uniform Commercial Code, and the parties hereto hereby waive any objection to the contrary (“**Agreement**”).

Each of the undersigned represents and warrants that they are authorized to sign this Agreement.

This Agreement shall be interpreted, construed and enforced according to the laws of the State of Nevada.

LAW FIRM

Name of Law Firm: _____

By: _____ Date: _____

Name: _____

Email: _____

Title: _____

TRUST

By: _____ Date: _____

Title: _____