

SETTLEMENT AGREEMENT AND RELEASE

1. KNOW ALL PERSONS BY THESE PRESENTS that We, Harold and Noel Chavous, in consideration of the promise of payment of the sum of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) and for other valuable consideration, and intending to be legally bound, individually and for Harold and Noel Chavous's (Plaintiffs) heirs, representatives, executors, administrators, successors, subrogees and assigns (collectively referred to herein as "Releasors," who, as used in this Settlement Agreement and Release, includes the individual allegedly exposed to an asbestos containing product or materials made, sold or supplied by Releasee, as herein defined), do hereby release and forever discharge "Central Bucks School District.", its insurers, predecessors, parent corporations, successors and assigns, any and all related affiliated or subsidiary companies or divisions, directors, officers, agents, servants, attorneys and employees (collectively referred to herein as "Releasee") from any and all liabilities, actions, causes of action, judgments, verdicts, awards, damages, including punitive damages, suits, debts, dues, sums of money, accounts, costs, claims and demands of whatsoever kind of nature, including claims for loss of consortium, whether in contract, tort or otherwise, whether founded on statute or common law, including, but not limited to, claims for negligence, strict liability, failure to warn, breach of warranty, contribution or indemnification, which Releasors or any other releasing party now has, ever had or can, shall or may hereafter have by reason of any illness, injury or death, whether known or unknown, foreseen or unforeseen, including the risk or fear of development of Mesothelioma, Lung Cancer, any other cancer or any other disease or illness, or the actual development of Mesothelioma, Lung Cancer, any other cancer or any other disease or illness, that arises or that arose or may have arisen as a result of or in any way connected with exposure of Releasors to: (1) asbestos or asbestos containing products or materials; or (2) any other products or materials, manufactured, designed, sold or supplied by Releasee. This Settlement Agreement and Release also pertains to and includes all matters specifically set forth in the Third Amended Petition or other pleadings previously filed, or to be filed, on my behalf by my attorneys, Meirowitz & Wasserberg, LLP, in any court (hereinafter referred to as the "Lawsuit"), including, but not limited to, all causes of action which have been or could have been asserted in the case captioned Harold and Noel Chavous v. 3M Company, et al., Philadelphia County Court of Common Pleas, Case ID 241001826, and all other matters which were or which could have been raised in the Lawsuit, which Lawsuit has been or will be settled and discontinued of record with prejudice and without costs. This Release is intended to extinguish any and all rights which any individual or entity may have against Releasee arising from any asbestos exposure of Releasors to any products attributable to Releasee.

2. It is understood and agreed that the alleged illnesses or injuries, both physical and mental, resulting from exposure to asbestos, or from the belief that Releasors were exposed to asbestos are or may be permanent, and that any recovery therefrom is uncertain and indefinite. The undersigned Releasors relies wholly upon Releasors' own judgment, belief, and knowledge of the nature, extent, effect, and duration of said injuries and liability therefore, and this Release is made without reliance upon any statement or representation by Releasee or its representatives, the making of any such statement or representation being specifically denied.

3. This Release does not discharge any tortfeasor or alleged tortfeasor other than "Releasee" (as identified in Paragraph 1 above). The undersigned understands that this Release is intended to extinguish any and all rights which any individual or entity may claim now or in the future against Releasee arising from any asbestos exposure of Releasors to any products attributable to Releasee.

4. Releasors agree to cooperate in giving effect to any set-off or determined allocation of fault, as prescribed by applicable law, necessary to releasing Releasee from liability, if any, for contribution or indemnity to any joint tortfeasor.

It is the specific intention of the parties to this Release that this Release shall operate as a release of Releasee only, and shall conform to, and be governed by, the laws of the State of Missouri pertaining to contribution among joint tortfeasors and as further modified by the specific agreement of the parties hereto that this Release shall, in addition, extinguish all liability of Releasee for indemnity to Releasors and/or for contribution or indemnity to any other person or persons, firms and/or corporations.

If it should appear, or be adjudicated in any suit, action or proceeding, that Releasee committed any tort jointly with any other person or persons, firms or corporations, which caused Releasors' alleged injuries, losses or damages, then, as further consideration for the payment made for this Release, Releasors shall satisfy any decree, judgment or award in which there is a finding or adjudication of any joint tort to the extent that it is held that there is any liability of Releasee for contribution and/or indemnity to any other person or persons, firm or corporation and Releasors will indemnify without contest and forever save harmless Releasee against any loss or damage, including, but not limited to, compensatory damages and punitive damages, because of any and all further claims, demands or actions made by others on account of, or in any manner relating to or resulting from Releasors' said alleged injuries, losses and damages, arising from the incidents described herein, up to the amount of consideration paid herein.

It is further understood and agreed that should any claims arising in or related in any way to the civil actions described herein be adjudicated in any judicial proceeding, including, but not limited to, a trial, arbitration, mediation, hearing, appeal, or any other dispute resolution mechanism or tribunal, then Releasee needs not participate in such judicial proceeding in any manner. Provided, however, that this does not affect the right of Releasors to make such objections to testimony by any person or any other evidence presented to identify Releasee as a joint tortfeasor, and to file any motions regarding such testimony or evidence, to present testimony or evidence disputing such identification and to file an appeal from any adversarial rulings or judgment concerning such identification. It is further understood and agreed, and it is the express intent of the parties to this Release, that this Release shall not in any way affect the rights of Releasee to pursue claims arising out of the incidents described herein against any party or parties, firms or corporations not herein released, including claims for contribution and/or indemnity.

Releasors agree to take no action to prevent Releasee, or any insurance carrier with rights of subrogation, from asserting any right of contribution and indemnity against other parties adjudged to be joint tortfeasors with Releasee, to the extent that the payment herein has discharged the common liability or has exceeded its proportional share of the common liability.

5. Releasors hereby agrees to indemnify and hold harmless Releasee, its insurers, executors, administrators, heirs, successors and assigns, of and from any loss, claim, liability, cost or expense growing out of any claim or suit against Releasee for contribution and/or indemnity by any other person or persons as a joint tortfeasor or alleged joint tortfeasor as a result of a breach of this agreement and this warranty by any one acting on Releasors' behalf for the purpose of enforcing a further claim for damages on account of the incidents described herein. The indemnification provided herein is up to the amount of money received by Releasors.

It is further understood and agreed that any and all liens and subrogation claims of whatsoever kind or nature shall be exclusively the obligation of Releasors, which claims shall be satisfied or otherwise resolved and shall not, under any circumstance, be an obligation of Releasee. For Releasors or Releasors' heirs, personal representatives and assigns, Releasors do hereby covenant and agree to protect, hold harmless, and indemnify Releasee from, against and for any and all liabilities, actions, causes of action, judgments, verdicts, awards, damages, including punitive damages, suits, dues, sums of money, accounts, costs, claims and demands, including counsel fees and the cost of defense, arising out of, resulting from or in any manner related to any alleged occupational exposure of Releasors which was or may be filed or asserted by way of subrogation, or in the nature of subrogation, including any subrogation claim filed by or on behalf of any state or any employer of Releasors or insurance carrier.

6. The undersigned agrees to execute all appropriate and necessary documents to enable the parties released herein to plead the effect of this Release in any lawsuit. The undersigned also understands and agrees that this Release and the payment referred to herein is in compromise of a disputed claim and shall not be construed as an admission of liability on the part of Releasee and that liability is expressly denied.

7. The laws of the State of Pennsylvania shall govern the interpretation, performance and enforcement of this release.

8. Releasors also acknowledge, promise and agree that, except as may be expressly ordered by a court of competent jurisdiction or be expressly authorized in writing by Releasee, **THE TERMS OF THIS RELEASE SHALL BE KEPT STRICTLY CONFIDENTIAL AND SHALL NOT BE REVEALED TO ANY PERSON OR ENTITY.**

9. It is further understood that this Settlement Agreement and Release for Defendant Central Bucks School District, expressly excludes any claims for injuries and damages to the body of Releasors' heirs or beneficiaries in the event of Releasors' death, which are alleged to rise out or are in any way connected with the use of, and/or exposure to, if any, by Releasors to any asbestos-contained minerals, materials and products manufactured, distributed, sold or otherwise delivered by any person or party.

10. Releasor, Noel Chavous, understands that she is releasing her consortium claim, including the mental anguish concerning her spouse's alleged illness and/or death, derived from her spouse's claim for asbestos related disease, injury or death, which is derivative of her spouse's claim released herein.

11. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provisions of this Release, but this Release shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to render this Release unreasonable.

12. In the agrees to hold harmless and indemnify Releasee from any and all perfected liens or subrogation claims against Releasee by any other entity relating to the injuries or claims released herein, including but not limited to Workers' Compensation claims, medical payment claims, health insurance claims or subrogation claims arising under any other contract, Federal or State law, up to the amount of consideration paid hereunder. In addition, Releasors agree and understands that Releasors are solely responsible for paying or otherwise satisfying any and all liens, claims or demands to the extent they apply to the consideration paid for this Release under the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA"), Pub. L. No. 110-173, 121 Stat. 2492 (2007), and/ or Medicare Secondary Payer Act ("MSP"), 42 U.S.C. Sec. 1395y(b) (2008). In order to give full effect to the intent expressed in this paragraph, Releasors agree to fully indemnify and hold harmless Releasee from any lien, claim, or demand made pursuant to the MMSEA, MSP (excluding fines imposed for Releasee's failure to comply with its reporting requirements), arising from Releasors' failure to make any of the payments or otherwise satisfy as described in this paragraph.

13. It is understood and it is expressly agreed that a copy of this Release may be considered effective for any purposes as if it were the original.

14. This Settlement Agreement and Release, which includes the attached Medicare Addendum and Affidavit of No Related Medical Treatment, contains the entire agreement between the parties hereto, with respect to settlement of the subject claims and there are no oral understandings or agreements not incorporated herein. It shall be binding upon the heirs, personal representatives and assigns of the parties hereto and may not be rescinded, canceled, terminated, supplemented, amended or modified in any manner whatsoever without the prior written consent of the undersigned and Central Bucks School District.

15. THE UNDERSIGNED HEREBY ACKNOWLEDGES INDIVIDUALLY AND JOINTLY THAT RELEASORS ARE COMPETENT ADULTS, THAT RELEASORS HAVE CAREFULLY READ THIS RELEASE AND AGREEMENT, THAT RELEASORS HAVE CONFERRED WITH THEIR ATTORNEYS WITH RESPECT HERETO, THAT THE CONTENTS HEREOF HAVE BEEN FULLY EXPLAINED AND MADE KNOWN TO RELEASORS SO THAT RELEASORS ARE SIGNING THIS RELEASE AS RELEASORS' OWN FREE ACT AND DEED, THAT RELEASORS UNDERSTAND THAT BY SIGNING THIS RELEASE, RELEASORS HAVE RELEASED THEIR RIGHTS AND THOSE OF ALL OTHER RELEASORS AGAINST CENTRAL BUCKS SCHOOL DISTRICT, AND ALL OTHER RELEASEES AS IDENTIFIED HEREIN, AND THAT RELEASORS HAVE LIMITED THEIR RIGHTS AND THOSE OF THE OTHER RELEASORS AGAINST OTHER PARTIES TO THE LAWSUIT AND ANY TORTFEASORS IN ACCORDANCE WITH THE TERMS OF THIS RELEASE.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026,
intending to be legally bound hereby.

Harold Chavous
Social Security No. _____

Noel Chavous
Social Security No. _____

SWORN AND SUBSCRIBED before me this ____ day of _____, 2026.

Notary Public

MY COMMISION EXPIRES: _____

MEDICARE ADDENDUM - GARRETSON RESOLUTION GROUP AMP PARTICIPANT
EXPOSURE ON OR AFTER 12/5/1980 ALLEGED, EVIDENCED OR SPECIFICALLY RELEASED

In further consideration for the Settlement Agreement and Release into which this Medicare Addendum is incorporated, Defendant Central Bucks School District, its attorneys and insurers (hereafter inclusively "RELEASEES") rely on the following representations and warranties made by Harold and Noel Chavous ("RELEASORS") and RELEASORS' Counsel with all representations and warranties made herein surviving settlement.

I. Representations and Warranties

A. RELEASORS and RELEASORS' Counsel acknowledge and agree that the parties hereto have taken reasonable steps to comply with 42 U.S.C. §1395y and its related rules and regulations (hereinafter collectively "MSP").

B. MSP applicability.

1. RELEASORS and RELEASORS' Counsel represent and warrant that Harold Chavous is or was Medicare eligible.
2. RELEASORS are aware of Medicare's interest in this settlement to the extent that Medicare has made any conditional payments for medical services or items received by Harold Chavous, related to the injury and/or illness related to RELEASORS' claims against Defendant. Accordingly, Harold Chavous is enrolled in Garretson Resolution Group's ("Garretson") Asbestos Malignancy Alternative Resolution Process ("AMP"). As AMP pertains only to Medicare Parts A and B, parties agree that the term "Medicare" as used in this document means Medicare in its totality, specifically to include Medicare Parts A, B, C and D.

C. RELEASORS' responsibility for reimbursement of Medicare claims.

1. RELEASORS and RELEASORS' Counsel represent and warrant that Garretson has notified or will notify Medicare that this settlement involves exposure evidenced and/or alleged to have occurred on and/or after December 5, 1980.
2. RELEASORS and RELEASORS' Counsel represent and warrant that in exchange for payment of the Settlement Funds by RELEASEES to RELEASORS' Counsel, RELEASORS through RELEASORS' Counsel shall reimburse Medicare for all claims related to this settlement with RELEASEES. RELEASORS and RELEASORS' Counsel represent and warrant that it is their responsibility, and not RELEASEES' responsibility, to reimburse Medicare.
3. RELEASORS and RELEASORS' Counsel represent and warrant that RELEASORS' Counsel shall hold funds in an escrow or client trust account, regardless of source of payment of settlement funds, equal to the reimbursement amount(s) requested by Medicare as a result of the notification required in paragraph I(C)(I) above ("Held Settlement Funds"). The Held Settlement Funds will not be distributed to RELEASORS or any other person or entity other than Medicare until the Medicare claims related to this settlement have

been resolved. Such resolution shall be demonstrated to RELEASEES by RELEASORS' COUNSEL providing to RELEASEES the RELEASORS' Satisfaction of Reimbursement Memo from Garretson and, if applicable, proof of resolution of any other related Medicare claim. This Satisfaction of Reimbursement Memo and any other proof of resolution shall reflect the resolution of this case as one involving exposure occurring on and/or after December 5, 1980.

II. Indemnification

In addition to and without limiting any other language in the Release, RELEASOR agrees to indemnify and hold harmless RELEASEES from any and all Medicare claims that were, are or may be in the future related to this settlement. This indemnification obligation includes all damages and costs incurred by RELEASEES, including but not limited to attorney's fees, fines and penalties, multipliers, costs, interest, expenses and judgments.

III. Reliance on Representations and Warranties

In funding the settlement, RELEASEES rely on the representations and warranties of RELEASORS and RELEASORS' Counsel regarding the actions RELEASORS and RELEASORS' Counsel have represented they have taken and/or will take to satisfy any and all Medicare claims pertaining to RELEASORS' claims against RELEASEES.

If the above representations are not correct and/or the above actions are not performed, it is acknowledged and agreed that RELEASORS is in material breach of this Medicare Addendum and RELEASEES shall receive complete repayment of the Settlement Funds. In addition, RELEASORS shall indemnify RELEASEES for any damages, legal fees, costs and expenses for RELEASORS and RELEASORS' Counsel's failure to adhere to the representations and warranties contained herein. Further, nothing contained within this Medicare Addendum shall be construed to limit the rights of RELEASEES to pursue all available remedies at law or in equity for breach of this Medicare Addendum.

Parties agree that this settlement is not full, final and enforceable and the Court shall retain jurisdiction of this case until necessary closing documents, including the Satisfaction of Reimbursement Memo and any other proof of resolution from Medicare as per above paragraph l(C)(3) have been received by RELEASEES.

Executed in _____ County, _____ this _____ day of _____, 2026.

Harold Chavous

Noel Chavous

STATE OF _____, COUNTY OF _____, to wit:

On the _____ day of _____, 2026, before me personally appeared RELEASORS, to me known to be the persons named in the foregoing Release, and who executed the foregoing Release and acknowledged to me that he/she has read the Release and understands the contents thereof and that he/she voluntarily executed the same.

NOTARY PUBLIC

(PRINT NAME OF NOTARY)

MY COMMISSION EXPIRES: _____

Meirowitz & Wasserberg

HAROLD and NOEL CHAVOUS, h/w	:	COURT OF COMMON PLEAS,
Plaintiffs,	:	PHILADELPHIA COUNTY
	:	
	:	OCTOBER TERM 2024, NO. 01826
	:	
v.	:	
3M COMPANY, et al.	:	CIVIL ACTION – ASBESTOS
Defendants.	:	

AFFIDAVIT OF NO RELATED MEDICAL TREATMENT

1. I, Noel Chavous, am over the age of eighteen (18) and am competent to be a witness in this matter. I have personal knowledge of the facts set forth herein.
2. I understand that in reaching a settlement, the parties have considered Medicare's interest in recovering conditional payments made for medical treatment rendered as a result of the claim that is the subject of my above- captioned lawsuit.
3. I have provided my Social Security Number and date of birth. I understand that if I am a Medicare beneficiary and I do not provide the requested information, including a Health Insurance Claim Number, I may be violating obligations as a beneficiary to assist Medicare in coordinating benefits to pay my claim(s) correctly and promptly.
4. I hereby represent and warrant that I have no bodily or psychological personal injury and received no medical treatment related to the injury of James W. Bigott. More specifically, I did not seek any counseling, nor did I receive any medication as a result of psychological distress brought on by the illness of James W. Bigott. I waive any and all past, present and future claims for any such injury. I am not waiving any claims that may exist from my personal exposure to asbestos.
5. I assume all responsibility for all liens, if any, related to the treatment of my claimed injury, including those asserted by Medicare or any other entity pursuant to the Medicare, Medicaid and SCHIP Extension Act and/or the Medicare Secondary Payer Act.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this affidavit are true.

Date of Birth

Social Security Number

Date

Noel Chavous

SWORN AND SUBSCRIBED before me this ____ day of _____, 2026.

Notary Public

MY COMMISSION EXPIRES: _____