

RELEASE FORM

Submit this form after you receive the Response Letter detailing the payment for which you are eligible

The signed Release Form must be mailed to:

VAP Administrator
P.O. Box 815
Birmingham, AL 35201

Limited Release Agreement

THIS AGREEMENT, made this ___ day of [INSERT DATE], by and between [INSERT PROPERTY OWNERS] (hereinafter referred to as “Owner ”), and Corning Incorporated (“Corning”), as well as any predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, attorneys, employees, officeholders, shareholders, officers, directors, partners, insurers, contractors, and all persons acting by, through, or in concert with Corning.

W I T N E S S E T H T H A T:

WHEREAS, Owner has chosen to participate in the Corning Incorporated Value Assurance Program (“VAP”) for Owner’s real property generally known as [INSERT ADDRESS], City of Corning, Steuben County, New York, being Tax Map No. [INSERT TAX BLOCK AND LOT], (hereinafter referred to as the “Eligible Property”), and

WHEREAS, in connection with the same the parties hereto desire to enter into an Agreement relating to the release of certain rights or claims that Owner may have against Corning, its successors, agents or assigns.

NOW, THEREFORE, in consideration of the consideration provided Owner under the terms of the VAP as detailed below, the mutual promises made herein, and other valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by all parties, the parties agree as follows:

1. Corning shall pay Owner the amount of \$_____ (the “VAP Payment”).
2. As used in this Agreement, the term “Environmental Conditions” means the presence of any petroleum, petroleum derivatives, debris, ash, glass, brick, fill material, dust, waste materials, and/or any hazardous substance (as that term is defined under the Comprehensive Environmental Response Compensation and Liability Act [42 USC 9601 et seq.]), and as such terms may be defined under the New York State Environmental Conservation Law Article 27 and/or New York State Navigation Law, Article 12) at, in, under or near the Eligible Property, in any amount, inside any structures, or in soil, surface water, groundwater, and/or elsewhere in the environment at or near the Eligible Property, regardless of whether the substance is in a solid, liquid or gas form.
3. The VAP Payment reflects full satisfaction of any and all amounts to be paid to the Owner related to any and all environmental conditions of any kind whatsoever on or near the Eligible Property. Accordingly, Owner, each for himself, and his or her predecessors, successors, heirs, assigns, guests, invitees, current or future relatives, spouses or children, and all persons acting by, through, or in concert with them, agree to unconditionally, absolutely, and irrevocably fully and forever release, acquit, covenant not to sue, and discharge Corning, from any and all claims, actions, legal or administrative complaints, causes of action (in law or equity), suits, debts, liens, liability (including all direct and/or indirect liability), demands, damages, losses, costs, or expenses of any kind whatsoever, which each now has against Corning for any and all damages of any kind whatsoever related to the condition of the Eligible Property, arising from known or unknown Environmental Conditions on or near the Eligible Property, from any associated environmental investigation, from any environmental remediation and restoration activities on or near the Eligible Property, and/or from any inconvenience, nuisance,

loss of enjoyment, annoyance, loss of use and/or any diminution in value of the Eligible Property arising from Environmental Conditions at, on, in, under or near the Eligible Property. The parties hereby acknowledge and agree that Owner reserves all rights and claims related to personal injuries resulting from the known and unknown Environmental Conditions on or near the Eligible Property.

4. The parties understand and agree that this Agreement, the existence of, and Owner's participation in the VAP, is not to be construed as an allegation or an admission that any party has caused or is responsible for any Environmental Conditions on the Eligible Property. Nothing herein is intended or should be construed as a waiver of any party's rights to assert claims against entities *other than* Owner and Corning that are responsible for and/or are the proximate cause of any Environmental Conditions on or near the Property.

5. The parties shall keep the terms of this Agreement confidential. Unless agreed to by all parties in writing and in advance of any disclosure, nothing in this Agreement or the conversations relating to it, or the fact of its existence shall be disclosed to any person or entity who is not a party to this Agreement, with the exception of (a) accountants and attorneys, as may be required for accounting or tax purposes, or (b) as otherwise required by law. Nothing herein, however, restricts either party from discussing with, or disclosing to, the New York State Department of Environmental Conservation or New York State Department of Health any Environmental Conditions at the Eligible Property.

6. This Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of Owner and Corning, and may not be modified except by a signed writing by the parties.

7. Any riders or addenda attached hereto are incorporated herein.

OWNER(S)

[NAME]

[NAME]

Corning Incorporated

By:_____

Its:_____