

State of Alabama)
)
County of Shelby)

**SETTLEMENT AGREEMENT AND
MUTUAL RELEASE OF CLAIMS**

This Settlement Agreement and Mutual Release of Claims (hereinafter referred to as "Agreement") is hereby made and entered into by and among plaintiffs **JERRY HANKINS and ROXANNE HANKINS**, defendants **TEC SPECIALTY PRODUCTS, INC., and H.B. FULLER COMPANY**, defendant **GENERAL COATINGS, INC.**, defendant **BIRMINGHAM DRYWALL, INC.**, defendant **RIME CONSTRUCTION, INC.** and their insurers, successors and assigns, hereinafter sometimes collectively referred to as the "Parties "

WITNESSETH

WHEREAS, Jerry and Roxanne Hankins instituted an action in the Circuit Court of Shelby County, Alabama entitled *Jerry and Roxanne Hankins v. TEC Specialty Products, Inc. f/k/a TEC, Inc., an H.B. Fuller Company.; General Coatings, Inc.; Birmingham Drywall, Inc. and Rime Construction, Inc.*, Civil Action Number CV-02-1200, arising out of alleged defects in the construction of their personal residence located at 920 Cove Circle, Birmingham, Alabama 35244, according to the survey:

Lot 47, Southlake Cove, as recorded in Map Book 12, Page 98, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

(hereinafter referred to as the "Relevant Property"); and

WHEREAS the parties to this lawsuit desire to settle and finally resolve all matters in controversy between and among them in the above-referenced civil action relating to Jerry and Roxanne Hankins's personal residence;

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, the payment of and other good and valuable consideration described below, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement do hereby agree as follows:

1. Upon execution of this Agreement by Jerry and Roxanne Hankins, Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc. and TEC Specialty Products, Inc. shall pay and

deliver to Jerry and Roxanne Hankins the total sum of Eighty Fifty Five Thousand and No/100 (\$85,000.00) Dollars (the "Settlement Amount") made payable to H. Arthur Edge, III and W. Brian Collins, in trust for Jerry and Roxanne Hankins.

2. For and in consideration of the payment of the Settlement Amount, Jerry and Roxanne Hankins, on behalf of themselves, their heirs, administrators, executors, successors, and assigns do hereby release, remise, acquit and forever discharge Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc.. and H.B. Fuller Company, their employees, officers, shareholders, agents, servants, successors, heirs, administrators, executors, insurers, attorneys, and assigns, and do further release all other persons and entities, specifically including any alleged tortfeasors, known and unknown, from any and all claims, demands, actions, or causes of action or suits of law or in equity of whatever kind or nature, whether based upon alleged tort or alleged contract, vicarious liability, or any other legal or equitable theory of recovery, including but not limited to allegations of fraud, known or unknown, past, present or future, suspected to exist or not suspected to exist, anticipated or not anticipated, which have arisen or are now arising or hereafter may arise, in connection with the construction of the Relevant Property and/or the EIFS cladding applied to the Relevant Property. The effect of this paragraph of the Agreement is intended to be a general release of all claims or causes of action of any kind or nature for property damage, including but not limited to claims related to the manufacture, marketing, distribution, sale, purchase, or installation of EIFS cladding, or claims that Jerry Hankins and/or Roxanne Hankins may have against any person or entity in connection with the construction of, materials used in the construction of, repairs made to, their term of residency in, or of any future sale of the Relevant Property and/or real property upon which the house at 920 Cove Circle, Birmingham, Alabama 35244 is situated. Furthermore, the effect of this paragraph of the Agreement is intended to be a general release of all claims for personal injury that are in any way related to the EIFS cladding. All claims for personal injury not related to the EIFS cladding are not released herein and are expressly reserved.

3. In consideration of their respective contributions to the settlement amount, the payment, receipt and sufficiency of which is hereby acknowledged, Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc. and H.B. Fuller Company do hereby fully release, remise, acquit and forever discharge one another, and all of their employees, officers, shareholders, respective agents, servants, successors, heirs, administrators, executors, insurers and assigns, from any and all claims, demands, actions, or causes of action or suits of law or in equity of whatever kind or nature, whether based upon alleged tort or alleged contract, vicarious liability, or any other legal or equitable theory of recovery, including but not limited to allegations of fraud, known or unknown, past, present or future, suspected to exist or not suspected to exist, anticipated or not anticipated, which have arisen or are now arising or hereafter may arise, in connection with the construction of the Relevant Property and/or the EIFS cladding applied to the Relevant Property. The releases contained in this paragraph of the Agreement are specific to Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc. and H.B. Fuller Company, and in no way limit the rights of Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc. and H.B. Fuller Company or their respective insurers with respect to claims against any other entities.

4. Jerry and Roxanne Hankins agree that upon execution of this Agreement, they shall file a voluntary Dismissal with Prejudice, dismissing Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc. and H.B. Fuller Company from the above-referenced civil action currently pending in the Circuit Court of Shelby County, Alabama. All parties agree that they will bear their own costs, attorney's fees, disbursements and expenses of any kind incurred in prosecuting and/or defending the above-referenced civil action, and further agree to execute any other documents necessary to effectuate fully the terms of this Agreement.

5. Jerry and Roxanne Hankins agree and understand that it is the objective of Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc. and H.B. Fuller Company, and the purpose of this Agreement, that Rime Construction, Inc., General

Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc., H.B. Fuller Company, and their insurers, successors and assigns, be released from any and all liability arising out of or relating to the construction of the Relevant Property and/or the EIFS cladding applied to the Relevant Property, including claims related to the defense, investigation, settlement or adjustment of such liability, and from any and all suits or claims by Jerry and Roxanne Hankins, subsequent purchasers, or anyone claiming rights by or through Jerry Hankins and/or Roxanne Hankins, which have been or may be asserted against Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc., H.B. Fuller Company and/or their insurers, successors and assigns, arising out of or relating to the construction of the Relevant Property or the EIFS cladding applied to the Relevant Property.

Therefore, Jerry and Roxanne Hankins further agree to release and hold harmless Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc. and H.B. Fuller Company in any civil action subsequently filed against them for matters released herein arising out or relating to the construction of the Relevant Property or the EIFS cladding applied to the Relevant Property.

6. The Parties hereby acknowledge and agree that payment of the Settlement Amount, or any portion of the Settlement Amount, is not an admission of liability on the part of Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc. and/or H.B. Fuller Company or their insurers, but is made solely in order to compromise the disputed claims for the purpose of avoiding further litigation regarding the construction of the Relevant Property and/or the EIFS cladding applied to the Relevant Property.

7. It is expressly understood and agreed that this is a full, final and complete settlement and release as to Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc. and H.B. Fuller Company and their insurers, relating to the construction of the Relevant Property and/or the EIFS cladding applied to the Relevant Property, and that the terms of this Agreement may not be amended orally.

8. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall not be affected by such a finding.

9. This Agreement shall be binding on the Parties' employees, officers, agents, shareholders, successors in interest, heirs, executors, administrators and assigns.

10. The undersigned have read this Agreement, and acknowledge that they have had the advice of counsel and that no promise or representation of any kind, other than as contained herein, has been made by the Parties hereby released or anyone acting for them. The Parties to this Agreement have relied fully and completely on their own judgment and the advice of their attorneys in executing this Agreement.

11. This Agreement shall be construed in accordance with the laws of the State of Alabama.

12. Defendants Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc. and H.B. Fuller Company represent and agree that their attorneys may sign this Agreement for them.

13. This Agreement may be executed in original counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

14. This release is taken and the consideration stated above is paid by the liability insurance carriers for Rime Construction, Inc., General Coatings, Inc., Birmingham Drywall, Inc., TEC Specialty Products, Inc. and H.B. Fuller Company, and the insurance carriers are acting as independent contractors and not as agents of any party released hereby.

15. The parties and their counsel hereby agree and stipulate that the terms of this Agreement shall be kept fully confidential, and shall not be published, released, displayed, or disseminated in any form or fashion, other than between and among the parties to this Agreement and prospective purchasers of the Relevant Property and their agents, except by specific written agreement of the Parties or upon order of a Court of competent jurisdiction. However, it shall not be

a violation of the Agreement for Jerry and Roxanne Hankins to disclose that the case has been resolved in a manner satisfactory to them.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this

_____ day of August, 2003.

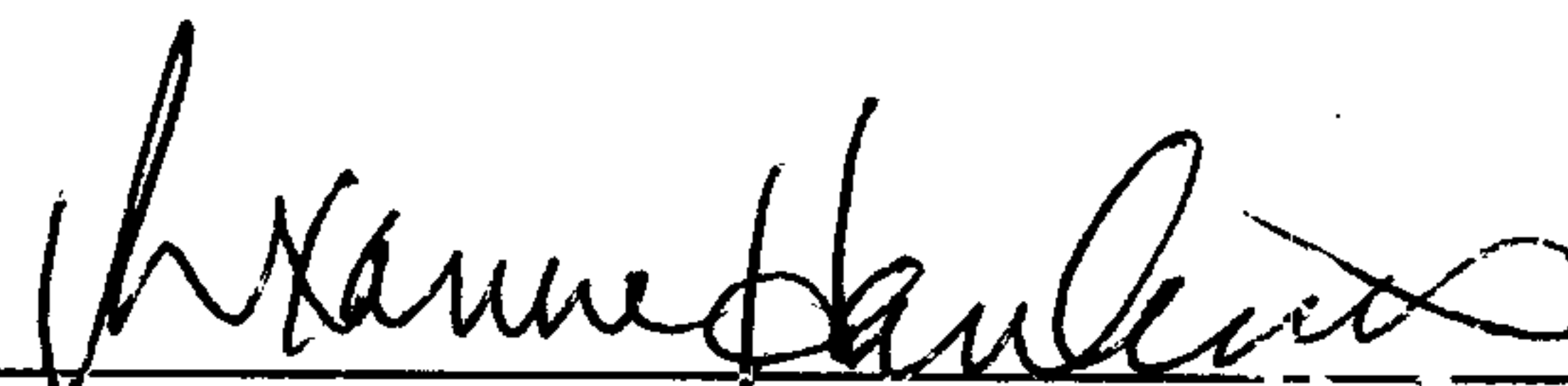


Jerry Hankins

Sworn to and subscribed before me
this 20th day of August, 2003.

Sally Beck

NOTARY PUBLIC
My Commission Expires 8-4-07



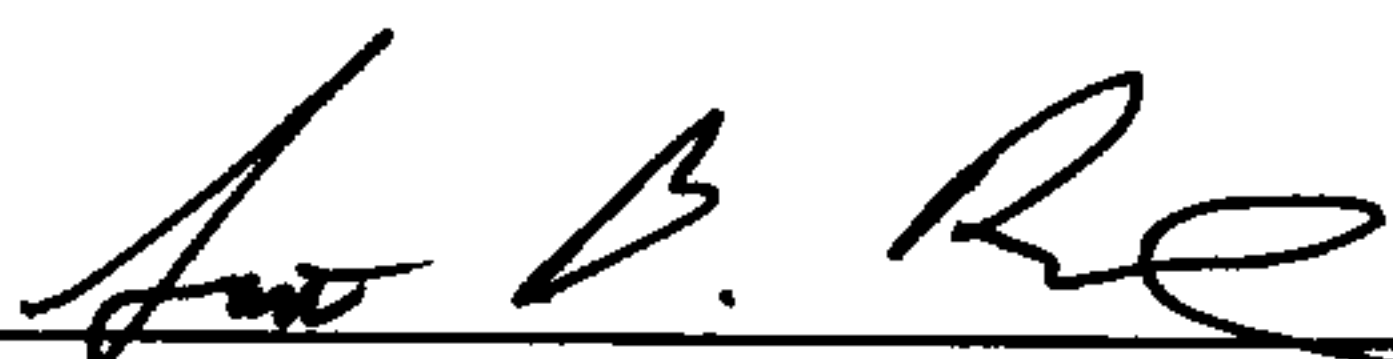
Roxanne Hankins

Sworn to and subscribed before me
this 20th day of August, 2003.

Sally Beck

NOTARY PUBLIC
My Commission Expires 8-4-07

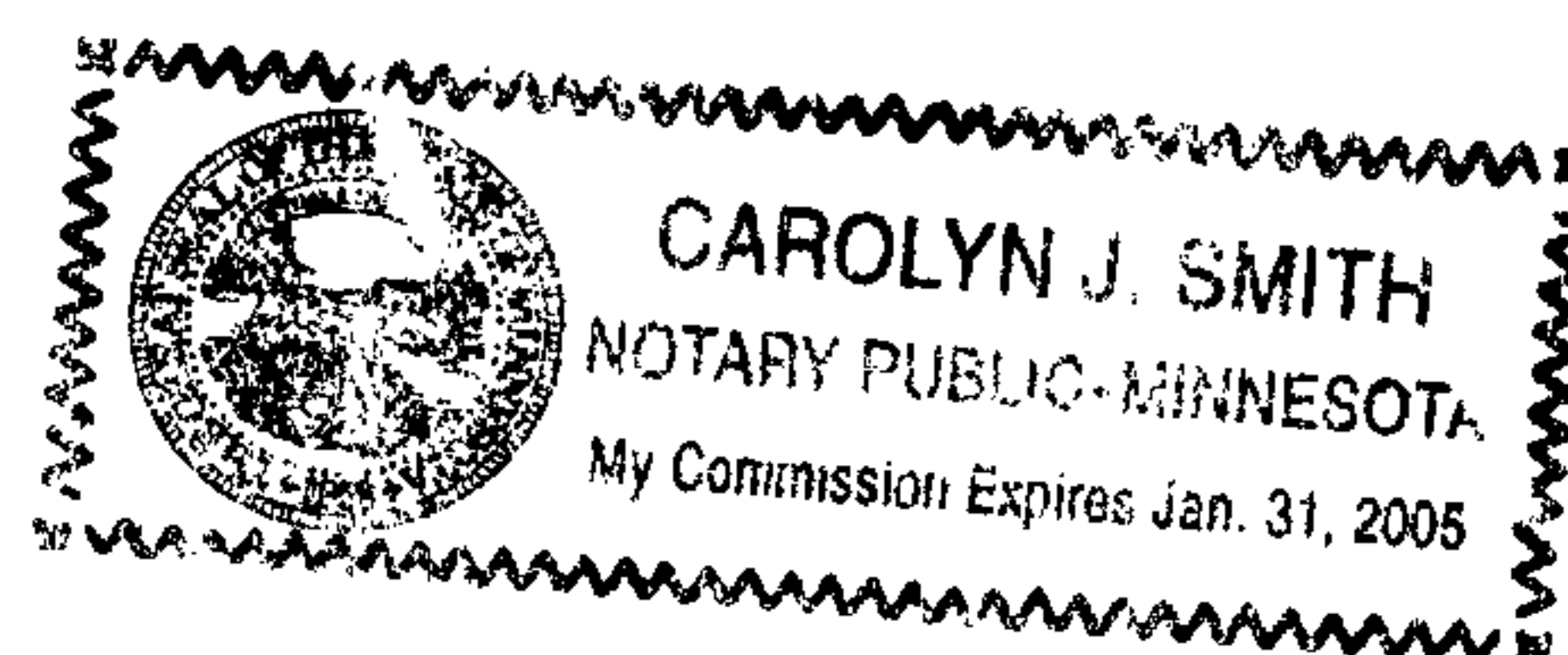
**TEC SPECIALTY PRODUCTS, INC. and H.B. FULLER
COMPANY**

By: 
Name: Scott B. Paxton
Title: Attorney

Sworn to and subscribed before me
this 11th day of August, 2003.

Carolyn J. Smith

NOTARY PUBLIC
My Commission Expires 1-31-05



ADDITIONAL SIGNATURES TO FOLLOW

GENERAL COATINGS, INC.

By: [Signature]
Name: Teresa Davenport
Title: Attorney

Sworn to and subscribed before me
this 17 day of September, 2003.

[Signature]
NOTARY PUBLIC
My Commission Expires 9/15/05

BIRMINGHAM DRYWALL, INC.

By: [Signature]
Name: Teresa Davenport
Title: Attorney

Sworn to and subscribed before me
this 17 day of September, 2003.

[Signature]
NOTARY PUBLIC
My Commission Expires 9/15/05

RIME CONSTRUCTION, INC.

By: [Signature]
Name: Jim Mass
Title: ATTORNEY

Sworn to and subscribed before me
this 12 day of September, 2003.

[Signature]
NOTARY PUBLIC
My Commission Expires Sept 20, 2004
PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 20, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS