

EXHIBIT H – SECOND INJURY LETTER

[Plaintiff's counsel's letterhead]

Dear [Insert Plaintiff's Name]:

This letter explains important terms of your World Trade Center ("WTC") settlement. Please read it very carefully. You need to sign this letter below to be eligible for any payment.

As an initial matter, this is NOT a confidential communication between us, as your lawyers, and you. As a result, this letter is NOT privileged and may be used as evidence against you in the future.

By entering into this settlement, you are releasing, and promising not to sue later for, any claims you could assert in the future against any insureds of the WTC Captive Insurance Company, Inc. ("WTC Captive"), including the City of New York, all of the City's prime contractors, and all of their sub-contractors ("Settling Defendants"), with respect to any of their WTC-related rescue, recovery, or debris removal conduct or omissions.

In particular, your release and promise not to sue ends, fully and forever, all claims you have now and ALL CLAIMS WHICH YOU MAY HAVE IN THE FUTURE against any or all of the Settling Defendants based upon:

1. All of your CURRENT injuries, if any, which you attribute to any Settling Defendant's or Settling Defendants' WTC-related rescue, recovery, or debris removal operations or omissions; AND
2. All of your FUTURE injuries, if any, which you attribute at any time to any Settling Defendant's or Settling Defendants' WTC-related rescue, recovery, or debris removal operations or omissions.

Your release of and promise not to sue with respect to your FUTURE WTC-related injuries, if any, applies WITHOUT ANY EXCEPTIONS. For example, your release of and promise not to sue with respect to future injuries applies both to your current injuries, if any, that get worse in the future and to new and distinct injuries, if any, that develop later.

In other words, BY SETTLING NOW, YOU CANNOT LATER SUE ANY SETTLING DEFENDANT WITH RESPECT TO ANY CURRENT OR FUTURE INJURY WHICH RELATES TO ANY SETTLING DEFENDANT'S WTC-RELATED CONDUCT OR OMISSIONS.

In exchange for your signed release and promise not to sue, you will receive one or more cash payments if you comply with the terms of the settlement. In addition, you are required to enroll in a Cancer Insurance Policy issued by Metropolitan Life Insurance Company ("MetLife"), unless you already have a cancer covered by that policy. This MetLife policy will provide a further payment to you if in the future you develop a cancer covered by that policy.

In addition, if in the future you sue the Settling Defendant(s) and/or the WTC Captive and you lose, you are agreeing as part of this settlement that you may be required to pay the Settling Defendants' and the WTC Captive's costs, expenses and attorneys' fees relating to your future suit.

Lastly, you must sign this letter in the presence of a notary public. By doing so, you are agreeing that this letter and your release of and promise not to sue the Settling Defendants accurately state your intent. You also are indicating that you have spoken with your attorney about this letter and your release and promise not to sue, or that you opted to settle without doing so.

Sincerely,

[Plaintiff's counsel]

EXECUTED ON: _____, 20__.

PRIMARY PLAINTIFF'S SIGNATURE: _____

On _____, 20__, before me, _____,
Notary Public, personally appeared _____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the written instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Notary Public in and for the
