# RELEASE AND DISCHARGE

The undersigned, Ann Kananian, ("Claimant"), individually and as successor-in-interest of the estate of Harry Kananian, deceased, for and in consideration of the sum of \$589,903.43 settlement amount, receipt of which is hereby acknowledged, irrevocably provides to

- (i) The Hartford Financial Services Group, Inc., Hartford Accident and Indemnity Company, Hartford Fire Insurance Company, and all of their respective past and present parents, subsidiaries and affiliates, and each of their respective past, present and future directors, officers, employees and attorneys, and any successors or assigns of the foregoing except to the extent that any successor or assign provided insurance to the MacArthur Parties or Western Asbestos, other than the Policies, prior to the Effective Date (collectively "Hartford"),
- (ii) United States Fidelity and Guaranty Company, St. Paul Fire and Marine Insurance Company, The St. Paul Companies, Inc., and all of their respective past and present parents, subsidiaries and affiliates, and each of their respective past, present and future directors, officers, employees and attorneys, and any successors or assigns of any of the foregoing except to the extent that any successor or assign provided insurance to the MacArthur Parties or Western Asbestos, other than the Policies, prior to the Effective Date (collectively "USF&G"),
- (iii) any other settling insurer(s), and all of their respective past and present parents, subsidiaries and affiliates, and each of their respective past, present and future directors, officers, employees and attorneys, and their successors and assigns except to the extent that any successor or assign provided insurance to the MacArthur Parties or Western Asbestos, other than the Policies, prior to the Effective Date (collectively "Any Other Settling Insurer(s)"), and
- (iv) the Western Asbestos Trust a full and complete release and discharge for any and all past, present and future claims, demands, actions, causes of actions, suits or liability of any kind or nature whatsoever, whether at law or in equity, known or unknown, asserted or unasserted, anticipated or unanticipated, accrued or unaccrued, fixed or contingent, that have been, could have been or may be asserted by the Claimant against the MacArthur Parties, and/or Western Asbestos, and/or Hartford, and/or USF&G, and/or Any Other Settling Insurer(s), and/or the Western Asbestos Trust, whether seeking damages (including compensatory, punitive or exemplary damages) or equitable, mandatory, injunctive, or any other type of relief, including without limitation cross-claims, counterclaims, third-party claims, suits, lawsuits, administrative proceedings, notices of liability or potential liability, arbitrations, actions, rights, requests, causes of action or orders, "claims" as defined in the United States Bankruptcy Code 11 U.S.C. § 101(5), and "demands" as defined in 11 U.S.C. § 524(g)(5), related to or arising out of the Policies or Hartford's, USF&G's, Any Other Settling Insurer(s)', or the Western Asbestos Trust's insuring relationships with the MacArthur Parties or Western Asbestos, including without limitation: (a) those matters at issue in Mitchell, et al. v. Argonaut Insurance Co., et al., Case No. 2002067900 (Alameda Cnty., Cal.), filed October 7, 2002, in the Superior Court of Alameda County, California (the "Mitchell

Action"); and (b) those matters related to the Policies that are based in whole or in part on any alleged bad faith, violation of any duty of good faith and fair dealing, violation of any unfair claims practices act or similar statue, regulation or code, any type of alleged misconduct, or any other extra-contractual liability, or any other act or omission of the insurer of any type for which Claimant seeks relief other than coverage or benefits under the Policies, related to the asbestos-related injury and/or death of Harry Kananian.

As used herein, the term "Policies" means all insurance policies, known or unknown, acknowledged or disputed, that Hartford, USF&G, Any Other Settling Insurer(s), or the Western Asbestos Trust at any time issued or allegedly issued to the Mac Arthur Co., or Western MacArthur Co., and each of their past and present directors, officers, shareholders, employees, agents, partners, representatives, attorneys, parents, affiliates, subsidiaries, divisions, joint venturers, predecessors, successors, beneficiaries and assigns (collectively, the "MacArthur Parties"), or to Western Asbestos Company, and each of its past and present directors, officers, shareholders, employees, agents, partners, representatives, attorneys, parents, affiliates, subsidiaries, divisions, joint venturers, predecessors, successors, beneficiaries and assigns (collectively, "Western Asbestos"), or under which the MacArthur Parties or Western Asbestos is insured or may claim to be insured or entitled to benefits. "Policies" includes without limitation each of the Hartford policies identified on Exhibit 1, attached hereto.

Claimant acknowledges he/she has been advised by his/her legal counsel and is familiar with the provisions of Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of the executing of the release which if known by him must have materially affected his settlement with the debtor.

Claimant specifically waives any and all protections provided by Section 1542 of the California Civil Code.

Claimant acknowledges and agrees that the release and discharge set forth above is a general release. Claimant expressly waives and assumes the risk of any and all claims for damages that exist as of this date, but of which Claimant does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and that, if known, would materially affect Claimant's decision to agree to this Release. Claimant assumes the risk that the facts or law may be other than Claimant believes. In furtherance of Claimant's express intent to fully, forever, and irrevocably release and discharge Hartford, USF&G, Any Other Settling Insurer(s), and the Western Asbestos Trust from all claims, known and unknown, from the beginning of time until the end of time as set forth above, the Claimant expressly waives any and all rights he/she may have under any contract, statute, code, regulation, ordinance or the common law that may limit or restrict the effect of a general release as to claims that Claimant does not know or suspect to exist in his/her favor at the time of the execution of this Agreement.

If, contrary to Claimant's, Hartford's, USF&G's, Any Other Settling Insurer(s)', and the Western Asbestos Trust's specific intent, any claims are deemed to exist, even though they are encompassed by the terms of this Release and Discharge, Claimant hereby forever, expressly, and

irrevocably waives entitlement to and agrees not to assert any and all such claims, known and unknown, from the beginning of time until the end of time. Claimant expressly assumes the risk that acts, omissions, matters, causes, or things may have occurred or will occur that he/she does not know and does not suspect to exist.

In addition to the release described above, Claimant agrees to defend, indemnify, protect, save and hold harmless Hartford, USF&G, Any Other Settling Insurer(s), and the Western Asbestos Trust from and against any claim or liability, including defense costs, brought by any person for wrongful death, including but not limited to a claim by any person with standing to assert a wrongful death claim under Section 377.60 of the California Code of Civil Procedure, arising out of Claimant's actual, threatened or alleged exposure to asbestos (alone or in combination with any other dust, mineral, fiber, substance or material) relating to the MacArthur Parties and/or Western Asbestos, claims arising out of the alleged failure of the MacArthur Parties and/or Western Asbestos to produce an asbestos-free product, claims against the MacArthur Parties and/or Western Asbestos alleging injury as a result of exposure to asbestos at premises owned, rented or controlled by the MacArthur Parties and/or Western Asbestos, and claims against the MacArthur Parties and/or Western Asbestos based on or arising out of any theory of liability or basis of recovery based upon, growing out of or related to asbestos and the MacArthur Parties and/or Western Asbestos.

Claimant recognizes that Hartford, USF&G, Any Other Settling Insurer(s), and the Western Asbestos Trust wish to obtain a Release and Discharge and buy their peace with respect to potential claims that could be brought by Harry Kananian's estate, spouse, children, or heirs related to Harry Kananian's asbestos-related injury and/or death. Claimant intends and desires to conclude a settlement in which Hartford, USF&G, Any Other Settling Insurer(s), and the Western Asbestos Trust will be released from any such potential claim. Claimant agrees that Claimant or Harry Kananian's estate will indemnify and hold harmless Hartford, USF&G, Any Other Settling Insurer(s), and the Western Asbestos Trust against any claims presented in the future related to Harry Kananian's asbestos-related injury and/or death. Claimant wishes and intends that, should any such claim be presented, Claimant or Harry Kananian's estate will, upon tender, undertake to defend Hartford, USF&G, Any Other Settling Insurer(s), and the Western Asbestos Trust against such claim, and should such defense be unsuccessful, indemnify and hold harmless Hartford, USF&G, Any Other Settling Insurer(s), and the Western Asbestos Trust against any judgment obtained from such claim. Claimant understands that this is a contractual undertaking on his/her part that is binding upon Claimant or Harry Kananian's estate, and is given in return for fair and valuable consideration, including the agreement by Hartford, USF&G, Any Other Settling Insurer(s), and the Western Asbestos Trust in reliance, in part, upon this document, to pay funds that Claimant believes to be fair and reasonable in settlement of claims related to the asbestos-related injury and/or death of Harry Kananian.

This Release and Discharge does not cover claims for injuries allegedly suffered by Harry Kananian's spouse, children, or heirs because of their own personal exposure to asbestos or property damage claims.

Notwithstanding other provisions above, release of the Western Asbestos Trust does not excuse the Western Asbestos Trust from the obligation to make retrospective payment adjustments as provided in Section 2.3 of the Trust Distribution Process ("TDP").

Claimant has carefully read the foregoing release and discharge, has discussed the contents thereof with his/her attorney and is signing this release of his/her own free act, with full knowledge of the contents and purpose of this release, intending to be legally bound by the promises contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand.

Claimant - Ann Kananian

Date:

S.S.N.: 289-20-4114

Dated: 4/19/0 4

### EXHIBIT 1

The following insurance policies are included within the definition of "Policies" contained in the Release and Discharge;

# **Primary Policies**

| Policy Number | Policy Period   |
|---------------|-----------------|
| 41 C 544258   | 1/1/67 - 1/1/70 |
| 41 C 549715   | 1/1/70 - 1/1/73 |
| 41 C 553517   | 1/1/73 - 1/1/74 |
| 41 CBP 192614 | 1/1/74 - 1/1/76 |

#### **Excess Policies**

| Policy Number | Policy Period     |
|---------------|-------------------|
| 41 HU 103361  | 5/26/67 - 1/1/68  |
| 41 HU 660001  | 1/1/68 to 1/1/71  |
| 41 XHU 720098 | 1/1/71 to 2/20/71 |

#### GENERAL POWER OF ATTORNEY

I, Ann Kananian, residing at 1740 Tan Hollow, Broadview Heights, Ohio 44147, hereby appoint Jack Kananian of 12400 Woodridge, North Royalton, Ohio 44133, as my Attorney-in-Fact ("Agent").

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

- Open, maintain or close bank accounts (including, but not limited to checking accounts, savings accounts, and certificates of deposit), brokerage accounts, and other similar accounts with financial institutions.
  - a. Conduct any business with any banking or financial institution with respect to any of my accounts, including but not limited to, making deposits and withdrawals, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.
  - b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.
  - c. Have access to any safety deposit box that I might own, including its contents.
- 2. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.
- 3. Purchase and/or maintain insurance, including life insurance upon my life or the life of any other appropriate person.
- Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.
- Enter into binding contracts on my behalf.
- 6. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures or other investments.
- 7. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber my homestead legally described as: 1740 Tan Hollow, Broadview Heights, Ohio 44147
- 8. Prepare, sign, and file documents with any governmental body or agency, including but not limited to, authorization to:

- a. Prepare, sign and file income and other tax returns with federal, state, and local and other governmental bodies.
- b. Obtain information or documents from any government or its agencies, and negotiate, compromise, or settle any matter with such government or agency (including tax matters).
- c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including military and social security benefits).

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, and (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, shall not be affected by my disability or lack of mental competence, and shall continue effective until my death; provided, however, that this Power may be revoked by me at any time by providing written notice to my Agent.

| Dated | 4-21-06    | , 19, at Broadview Heights, Ohio. |   |
|-------|------------|-----------------------------------|---|
|       |            |                                   |   |
|       | Signature: | Cinn Kananian                     |   |
|       | -          | Ann Kananian                      | • |

| - Rithall   |   |
|---|---|
| Witness Signature Richard McClonater  |   |
| Witness Signature Vous la Wegener   | •   |
| State of Ohio   | )   |
| County of <u>Cuyahaga</u>   | ) ss:<br>)  |
|   | and for said county, personally appeared the above named Harry and                        |
| did sign the foregoing instrument, and that the same is subscribed my name at Brecksville | their free act and deed. In testimony whereof, I have hereunto                            |
| Darla M   | DARLA R. WEGENEK Notary Public. State of Ohio Sty Commission Express Oct 18, 2004 Wegeney |