

## 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 statute, 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.

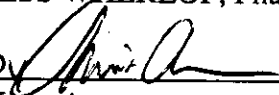
Ann Kananian by  as Attorney Dated: 4/17/04  
Claimant - Ann Kananian in Fact  
S.S.N.:

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  
FOR BANKRUPT ENTITIES IN ASBESTOS-RELATED PROCEEDINGS**

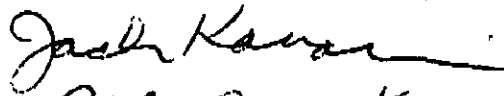
To Alan R. Brayton of Brayton ♦ Purcell:

The undersigned claimant hereby authorizes you, or any partner, shareholder or owner of Brayton ♦ Purcell ("Attorney"), as attorney in fact for the undersigned and with full power of substitution to execute all documents regarding any bankrupt estate wherein Client has a potential claim.

Client authorizes Attorney to execute an Involuntary Petition regarding any entity against whom Client has a claim; to petition to serve and participate on a creditors' committee on Client's behalf; to complete, vote, and cast a ballot on Client's behalf on any question that may be lawfully submitted to creditors of the bankrupt estate, including voting on the Plan of Reorganization; to vote for a trustee and for a committee of creditors of a bankrupt estate; to receive dividends and/or distributions in Trust on Client's behalf; to sign any and all documents and to take any and all other actions required in connection with the a bankrupt estate in which Client has a claim or a potential claim; to perform any act not constituting the practice of law for the undersigned in all matters arising in the bankruptcy case.

Dated: 10/29/03

Signed:

  
POA Ann Kananian  
Ann Kananian

Address:

6507 TUDOR CIRCLE  
BRECKSVILLE OH  
44141

December 31, 2002

office. If you would like a copy of the Disclosure Statement, we can send you one or you can request one by e-mail from the Debtors via e-mail to westernasbestos@brobeck.com. To make it easier for you, we would recommend that you fully authorize us as your counsel to vote on the Plan or any amended Plan and to sign any and all documents needed in connection with the Plan or the Bankruptcy Cases. We also would request your authority to complete the ballot forms on your behalf and send such ballot forms to the Debtors. By signing a copy of this letter, you are (1) authorizing us to complete the ballot on your behalf; (2) authorizing us to vote and submit the ballot on your behalf; and (3) authorizing us to sign any and all other documents and to take any and all other actions required in connection with the approval and implementation of the Plan.

Time is important. If you are agreeable to the foregoing, please sign this letter and return it to Brayton Purcell, attn: Christina Skubic, so that we receive it by January 13, 2003. A self-addressed stamped envelope is enclosed for your convenience.

Please call feel free to contact our bankruptcy department attorney, Christina Skubic at (415) 898-1555, ext 264, if you have any questions.

Yours truly,

*Christina C Skubic*

Christina C. Skubic  
Alan R. Brayton

DATED: 1/7/03

AUTHORITY GRANTED:

*Jack Kanan*  
Ann Kananjan

*POA Ann Kanan*