

GENERAL RELEASE

Know That

1. I understand that the Common Law Direct Action Settlement Fund (referred to herein as the "FUND") was or will be established pursuant to the terms of the *Settlement Agreement* dated May 21, 2004 (including all of its attachments), as approved by the United States Bankruptcy Court for the Southern District of New York in *In re Johns-Manville Corp. et al.*, Nos. 82 B 11656, 82 B 11657, 82 B 11660, 82 B 11661, 82 B 11665 through 82 B 11673 inclusive, 82 B 11675, 82 B 11676.

2. Effective immediately upon (a) "TRAVELERS" (as defined below) payment to the FUND and (b) a determination by the Common Law Direct Action Settlement Fund Administrator of my right to receipt of a payment from the FUND, and without any further action, I hereby fully release, waive and discharge all rights or claims of any kind against the FUND, its trustees, directors, officers, agents, servants, employees, attorneys, successors and assigns.

3. Effective immediately upon (a) "TRAVELERS" payment to the FUND and (b) a determination by the Common Law Direct Action Settlement Fund Administrator of my right to receipt of a payment from the FUND, and without any further action, I hereby fully release and discharge TRAVELERS from any and all claims, actions, causes of action, suits, lawsuits, cross-complaints, counterclaims, affirmative defenses, writs, requests, demands, controversies, agreements, promises, understandings, settlements, liabilities, damages, liens, losses, costs, expenses, judgments, and executions whatsoever, whether known or unknown, asserted or unasserted, manifested or unmanifested, in law, admiralty, bankruptcy, equity or otherwise ("CLAIMS"), which against TRAVELERS I, my heirs, executors, administrators, successors and assigns hereafter can, shall or may have, from the beginning of the world to the date of this RELEASE, for, upon, or by reason of any matter, cause or thing whatsoever arising from or relating to, in whole or in part, exposure to asbestos, including but not limited to, CLAIMS for expressed and implied warranties, strict liability, negligence, statutory violations, gross negligence, intentional tort, nuisance, fraud, civil conspiracy, misrepresentation, actual damages, punitive and exemplary damages, personal injuries, bodily injury, illness, wrongful death, mental anguish, fear of bodily injury, illness or death, loss of consortium (including spousal, children's or parental consortium), loss of love, society and companionship, attorneys' fees, expenses, and common law or statutory penalties or recompense. This RELEASE further includes, but is not limited to, CLAIMS against TRAVELERS arising from or relating to, in whole or in part, exposure to asbestos: (i) in disclosing, failing to disclose, suppressing, misrepresenting, or conspiring with any "ENTITY" (as defined below) (including, but not limited to, Johns-Manville Corporation), to disclose or fail to disclose, suppress or misrepresent, or acting in concert with any ENTITY (including, but not limited to, Johns-Manville Corporation) to disclose or fail to disclose or suppress or misrepresent, any facts, information, knowledge or beliefs about asbestos or its hazardous properties; (ii) in the handling, defense, trial, appeal or settlement, or participation in the handling, defense, trial, appeal or settlement of any CLAIM arising from or relating to, in whole or in part, bodily injury or death proximately caused by exposure to asbestos asserted against any ENTITY (including, but not limited to, Johns-Manville Corporation); (iii) in surveys or loss prevention or control activities undertaken, or not undertaken, or allegedly undertaken or allegedly not undertaken by TRAVELERS with respect to any ENTITY (including, but not limited to, Johns-Manville Corporation) resulting in an alleged CLAIM arising from or relating to, in whole or in part, asbestos; or (iv) for what is commonly referred to as "bad faith" arising from or relating to, in whole or in part, asbestos and which includes, but is not limited to, CLAIMS that allege unfair competition, unfair or deceptive claims handling or trade practices, lack of good faith and fair dealing, actual or constructive fraud, and actual or constructive breach of fiduciary duty. Notwithstanding anything herein to the contrary, this RELEASE does not include CLAIMS for damages to real property as a result of the presence of asbestos in such real property.

4. This RELEASE is intended to be as broad and comprehensive as possible so that TRAVELERS shall never be liable, directly or indirectly, to me or to my beneficiaries, heirs, executors, administrators, successor, assigns, or any ENTITY claiming by, through, under or on behalf of me for any matter, cause or thing whatsoever, from the beginning of the world to the date of this RELEASE, arising from or relating, in whole or in part, to asbestos.

5. Whenever the text hereof requires the use of gender or singular number, such gender or number shall include the appropriate gender or plural number.

6. I acknowledge that I: (i) was represented by counsel in executing this RELEASE or had the opportunity to be, but elected not to be, represented by counsel in executing this RELEASE; (ii) if I was represented by counsel in executing this RELEASE, relied on the advice of counsel and on my own judgment, belief and knowledge of the damages, as well as the liability questions involved, in signing this RELEASE; (iii) relied on no written or oral promise, representation or communication of TRAVELERS in executing this RELEASE; (iv) understand that I am releasing conduct of TRAVELERS arising from or relating to, in whole or in part, asbestos with respect to policyholders other than Johns-Manville Corporation, the identity of which policyholders I may be unaware, and that I nevertheless voluntarily release TRAVELERS for such conduct; (v) understand that I may be waiving claims against TRAVELERS arising from or relating to, in whole or in part, asbestos that I presently am unaware of, including claims related to later acquired or manifested illnesses, diseases, bodily injury or personal injury, and voluntarily do so after advice of counsel and in full recognition and understanding that this RELEASE waives any benefit of state or federal statutes limiting the effect of releases (including without limitation California Civil Code § 1542, which provides that “A general release does not extend to the claims of which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”); (vi) expressly intend that when TRAVELERS makes its payment to the FUND and upon a determination by the Common Law Direct Action Settlement Fund Administrator of my right to receipt of a payment from the FUND, that right to payment to me from the FUND will be full and complete satisfaction for all my CLAIMS against TRAVELERS arising from or relating to, in whole or in part, asbestos released herein, as described above; and (vii) expressly intend that when I receive a payment from the FUND, I accept that payment in full and complete satisfaction for all of my remaining CLAIMS against the FUND released herein.

7. This RELEASE may not be changed orally. Subject to the provisions of Paragraph 2, above, this RELEASE IS FINAL, and non-revocable regardless of any court ruling in the future.

8. The term TRAVELERS means: The Travelers Indemnity Company, Travelers Casualty and Surety Company, Travelers Property Casualty Corp., Citigroup Inc., The Travelers Insurance Company, Travelers Life and Annuity Company, and each of their respective direct or indirect parents, subsidiaries and sister companies (*i.e.*, ENTITIES that are directly or indirectly owned or controlled by a common parent or holding company), as well as each of their respective predecessors, successors, assigns, officers and directors (for purposes of this definition, all of the ENTITIES described above are collectively referred to as the “Released Parties”). “Travelers” shall also include future parents, subsidiaries and sister companies of the Released Parties (or successors of any of the foregoing), provided, however, that nothing in this RELEASE shall be construed to release The St. Paul Companies (as constituted prior to April 1, 2004) or any company first acquiring, acquired by or merging with any of the Released Parties on or after May 21, 2004 from any liability for such Entity’s own conduct and not for conduct relating to or arising from acts, omissions, conduct or issuance of insurance by the Released Parties. “Travelers” shall also include past parents, subsidiaries or sister companies of any of the Released Parties (or successors of any of the foregoing), provided, however that nothing in this RELEASE shall be construed to release any such past parent, subsidiary or sister company that no longer is a parent, subsidiary or sister company of any of the Released Parties as of May 21, 2004 for its own conduct after its ownership of or by or affiliation with any of the Released Parties ended and not relating to or arising from acts, omissions, conduct or issuance of insurance by any of the Released Parties. By way of example, “Travelers” shall not include Aetna Inc., or any of its predecessors in interest, for their own conduct post-dating April 1996 relating to or arising from acts, omissions, conduct or issuance of insurance and not relating to or arising from acts, omissions, conduct or issuance of insurance by any of the Released Parties.

9. The term ENTITY means any natural or legal entity or person, including but not limited to an individual, a corporation, a partnership, an association, a trust, a joint venture, a union, any other entity or organization, and any federal, state or local government or any governmental or quasi-governmental body or political subdivision or any agency, department, board or instrumentality thereof.

10. This RELEASE is not intended to release or discharge any ENTITIES other than TRAVELERS and the FUND.

11. This RELEASE shall be construed and interpreted only in accordance with the laws of the State of New York (without regard to choice of law principles).

12. Any claim, action, causes of action, suit or lawsuit concerning this RELEASE shall be brought in the United States Bankruptcy Court for the Southern District of New York and RELEASOR and RELEASEE shall submit to and waive any objection to, the personal jurisdiction of the courts of the State of New York for purposes of any action concerning this RELEASE. If I bring a CLAIM arising from, relating to or concerning this RELEASE in a

