

AMENDED SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT (as defined herein), dated as of March 5, 2004, as amended as of March 26, 2004, made and entered into by and between (i) the Settlement Counsel (as defined herein) on behalf of all Persons (as defined herein) who have asserted Statutory Direct Action Claims (as defined herein) and (ii) The Travelers Indemnity Company and Travelers Casualty and Surety Company (formerly known as The Aetna Casualty and Surety Company):

WHEREAS, Travelers (as defined herein) contests the allegations of the Pending Statutory Direct Actions (as defined herein) and the validity of the threatened lawsuits and any liability thereunder;

WHEREAS, Travelers believes that all direct action claims, including but not limited to the Statutory Direct Action Claims, whether sounding in tort or contract or brought pursuant to statute, are barred by the Confirmation Order and Insurance Settlement Order (as defined herein) entered by the Bankruptcy Court in *In re Johns-Manville Corp.*;

WHEREAS, the Parties (as defined herein) now deem it to be in their best interests to settle and fully and finally compromise in accordance with the terms of this Settlement Agreement all disputes, issues and objections that now exist or might exist in the future between and among them concerning the Statutory Direct Action Claims;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the sufficiency of which is hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

(a) "Bankruptcy Code" shall mean Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq, as amended from time to time.

(b) “Bankruptcy Court” shall mean the United States Bankruptcy Court for the Southern District of New York.

(c) “Claims” shall mean the assertion of any right or remedy including, without limitation, all past, present and future claims, counts, cross-complaints, counterclaims, affirmative defenses, writs, demands, inquiries, requests, suits, lawsuits, rights, actions, damages, liens, contracts, policies, indemnity or defense obligations, agreements, promises, undertakings, claims for indemnity, contribution or the like, liabilities, judgments, settlements, losses, costs, expenses, administrative proceedings, directives, governmental actions or other causes of action or orders, whether known or unknown, asserted or unasserted, manifested or unmanifested, secured or unsecured, matured or unmatured, disputed or undisputed, foreseen or unforeseen, fixed or contingent, direct or indirect, whether in law, equity, bankruptcy, admiralty or otherwise, relating in any way whatsoever to bodily injuries, death or damages of any kind or nature to a Person (including, but not limited to bodily injury, illness, wrongful death, mental anguish, emotional distress, medical monitoring, 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 penalties or recompense) arising from or relating in any way to asbestos, exposure to asbestos, knowledge about asbestos or the handling, defense, trial, appeal or settlement of asbestos-related claims or the participation in the handling, defense, trial, appeal or settlement of asbestos-related claims, further including but not limited to Claims for economic damages, consequential damages and punitive damages. “Claims” shall not include Claims for damages to real property as a result of the presence of asbestos in such real property, provided that if any such Claim includes allegations that the presence of asbestos does or may cause injury to Persons in addition to real property damage, such Claim shall be included

in the definition of Claim herein but only to the extent such Claim seeks damages for any such injury to such Person.

(d) “Clarifying Order” shall mean an order or orders of the Bankruptcy Court, issued pursuant to the Confirmation Order, the Insurance Settlement Order and/or Sections 105(a), 524(g), 1141 and 1142 of the Bankruptcy Code and the Court’s inherent powers.

(e) “Confirmation Order” shall mean the December 22, 1986 Order of the United States Bankruptcy Court for the Southern District of New York in *In re Johns-Manville Corp.*, 82 B 11656, 82 B 11657, 82 B 11660, 82 B 11661, 82 B 11665 through 82B 11673 inclusive, 82 B 11675, 82 B 11676 (BRL).

(f) “Direct Action Settlement Fund” shall mean the fund created pursuant to Paragraph 4 of this Settlement Agreement in settlement of Statutory Direct Action Claims.

(g) “Direct Action Settlement Fund Administrator” shall mean the Person selected and approved as described in Paragraph 4(c) who will administer the Direct Action Settlement Fund.

(h) “Entity” means any corporation, limited liability entity, partnership, association, trust and any other entity (including any estate, guardian or beneficiary thereof), or organization, including, without limitation, any federal, state or local government, or quasi-governmental body or political subdivision, department, agency or instrumentality thereof, or any Person.

(i) “Execution Date” shall mean the earliest date on which all the Signatories hereto have fully executed this Settlement Agreement.

(j) “Final Order” shall mean an order as to which the time to appeal, petition for certiorari, motion for reargument or rehearing has expired and as to which no appeal, petition for

certiorari or other proceeding for reargument or rehearing shall be pending or as to which any right to appeal, petition for certiorari or motion for reargument or rehearing shall have been waived in writing by the Entity possessing such right or in the event of an appeal, writ of certiorari or motion for reargument or rehearing has been sought, such order shall have been affirmed by the highest court to which such order was appealed or certiorari has been denied and the time to take any further appeal or petition for certiorari shall have expired.

(k) “Hawaii Direct Actions” shall mean the following: (i) the putative class action lawsuits captioned *Lorenzo Baclaan, et al. v. Combustion Engineering, Inc., et al.*, Case No. 03-00325, United States District Court for the District of Hawaii, and *George Toro, et al. v. Combustion Engineering, Inc., et al.*, Case No. 03-00326, United States District Court for the District of Hawaii; (ii) the lawsuit captioned *Theodore K. Hopkins, et al. v. Combustion Engineering, Inc., et al.*, Case No. 03-00401, United States District Court for the District of Hawaii; and (iii) any other pending Claim against Travelers, whether under a statute or common law, arising from or relating to Travelers’ alleged acts, omissions or involvement of any type in the handling, defense, trial, appeal or settlement of any Claim or the participation in the handling, defense, trial, appeal or settlement of any Claim against Combustion Engineering, Inc. (and its past, present or future parents, subsidiaries, divisions or affiliates) in Hawaii prior to the Execution Date.

(l) “Insurance Settlement Order” shall mean the December 18, 1986 Order of the United States Bankruptcy Court for the Southern District of New York entered in *In re Johns-Manville Corp.*, 82 B 11656, 82 B 11657, 82 B 11660, 82 B 11661, 82 B 11665 through 82B 11673 inclusive, 82 B 11675, 82 B 11676 (BRL).

(m) “Mediator” means the Honorable Mario Cuomo or such successor mediator as may be appointed by the Bankruptcy Court.

(n) “Parties” shall mean all Persons who have asserted a Statutory Direct Action Claim, Settlement Counsel, and Travelers.

(o) “Pending Statutory Direct Actions” shall mean the following putative class action lawsuits filed against Travelers: (i) each of the lawsuits consolidated under *In Re Asbestos - Unfair Trade Practices Insurance Cases*, No. 02-C-7000, Circuit Court of Kanawha County, West Virginia, and (ii) *Agnes Cashman, et al. v. Travelers Indemnity Company, et al.*, Civ. A. No. 02-2056, Superior Court of Suffolk County, Commonwealth of Massachusetts.

(p) “Person” shall mean any individual, class or group of individuals, their heirs, executors, representatives, administrators, estates, agents, successors and assigns.

(q) “Settlement Agreement” means this agreement and the exhibits thereto and shall include any amendment as provided herein.

(r) “Settlement Amount” shall mean the aggregate amount of the payment obligations set forth in Paragraph 3, as it may be reduced pursuant to Paragraph 5(b).

(s) “Settlement Counsel” shall mean the following law firms as representatives and counsel of Persons who have asserted a Statutory Direct Action Claim: (i) Motley, Rice LLC, (ii) Baron & Budd, P.C., (iii) Thornton & Naumes LLP, (iv) Law Office of Lawrence Madeksho, (v) Wilentz, Goldman & Spitzer, PA; and (vi) Galiher, DeRobertis Nakamura Ono Takitani.

(t) “Statutory Direct Action Claims” shall mean (i) the Pending Statutory Direct Actions and (ii) all other Claims by Persons who presently hold Claims, whether asserted or unasserted, under the statutes, laws or regulations of Florida, Hawaii, Kentucky, Louisiana,

Massachusetts, Montana, New Mexico, North Carolina, North Dakota, South Carolina, and West Virginia against Travelers arising from or relating to any acts or omissions of Travelers in (a) the handling, defense, trial, appeal or settlement or participation in the handling, defense, trial, appeal or settlement of any Claim, (b) disclosing, failing to disclose, suppressing, misleading, conspiring with any Entity to disclose or fail to disclose, suppress or mislead or acting in concert with any Entity to disclose or fail to disclose or suppress or mislead with respect to any facts, information, knowledge or beliefs about asbestos or its hazardous properties in connection with the handling, defense, settlement or trial or participation in the handling, defense, settlement or trial of any Claim, or (c) Claims that allege unfair competition, unfair or deceptive claims handling or trade practices, lack of good faith and fair dealing, statutory-based Claims for “bad faith”, actual or constructive fraud, actual or constructive breach of fiduciary duty involving, in any way, asbestos.

(u) “Travelers” shall mean: 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 section (u), all of the Entities described above are collectively referred to as “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 Settlement Agreement shall be construed to release The St. Paul Companies or any other company first acquiring, acquired by or merging with any of the Released Parties on or after November 19,

2003 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 Settlement Agreement 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 November 19, 2003 for their 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 its 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.

2. Conditions Precedent

Travelers' obligations hereunder, other than the payment set forth in Paragraph 3(b), are subject to and made expressly contingent upon the satisfaction of each of the following conditions precedent:

(a) Entry of (i) a Settlement Approval Order, and (ii) a Clarifying Order containing prohibitions against Claims at least as broad as those contained in Exhibit A, which orders shall have become a Final Order(s), and entry of which shall have been preceded by notice of the hearing on the motion to approve this Settlement Agreement in a form and manner acceptable to the Parties and as approved by the Bankruptcy Court. Such notice shall reasonably put Persons on notice of this Settlement Agreement and be provided at least to claimants to the Manville Personal Injury Settlement Trust ("Manville Trust") who resided or filed asbestos-

related bodily injury Claims in the states of Florida, Hawaii, Kentucky, Louisiana, Massachusetts, Montana, New Mexico, North Carolina, North Dakota, South Carolina, and West Virginia.

(b) Entry of an Order approving the settlement agreement pertaining to the Hawaii Direct Actions and enjoining: i) all members of the putative class from the prosecution of the Hawaii Direct Actions under any theory of liability pursuant to any direct action statute, or common law theory against Travelers; and ii) any related Claims for indemnification, contribution and third-party Claims, in Hawaii or under Hawaii law, against Travelers which Order shall have become a Final Order.

(c) After the entry by the Bankruptcy Court of an Order that approves the form and manner of notice and directs Settlement Counsel to communicate the terms of this settlement and other procedural matters to all potential claimants to the Direct Action Settlement Fund, no fewer than forty-nine thousand (49,000) general releases by Persons who hold Statutory Direct Action Claims in the form attached hereto as Exhibit B, as further described in Paragraph 5 of this Settlement Agreement, shall be executed and delivered into escrow, subject to the right of the Direct Action Settlement Fund Administrator to deny any such claim that the Administrator determines is not a Qualifying Claim in accordance with the procedures attached hereto as Exhibit C. Settlement Counsel agree to use best efforts to obtain such releases by all claimants who meet the criteria for a Statutory Direct Action Claim. Upon the deposit of at least 49,000 general releases into escrow, the escrow agent shall certify to Travelers in writing that it has received at least 49,000 releases as provided by this section. This condition shall not be deemed satisfied until such certification has been received by Travelers. Travelers shall have the right to inspect such releases upon reasonable notice to the escrow agent.

3. Payment of Settlement Amount

(a) Upon satisfaction of each of the conditions set forth in Paragraph 2 hereof and subject to the provisions of Paragraph 5(b) hereof, The Travelers Indemnity Company and/or Travelers Casualty & Surety Company shall pay within five (5) business days:

(1) A single payment of three hundred sixty million dollars (\$360,000,000.00) to the Direct Action Settlement Fund;

and

(2) A single payment of thirty-seven million five hundred thousand dollars (\$37,500,000.00) of attorneys' fees to a trust account designated by Settlement Counsel.

(b) The Travelers Indemnity Company has paid, and Settlement Counsel acknowledge that The Travelers Indemnity Company has advanced, five million dollars (\$5,000,000.00) to them to fund (i) the costs associated with the formation and administration of the Direct Action Settlement Fund (including but not limited to the payment of the Administrator, of all reasonable, necessary fees and expenses in carrying out his / her duties, and of all professional and administrative personnel reasonably required to carry out his / her duties), and (ii) the costs of implementing this Settlement Agreement, including the costs of notifying claimants of this settlement, mediation, settlement master, and experts and the like but excluding attorneys' fees other than those of bankruptcy counsel retained to represent Persons holding Statutory Direct Action Claims in connection with approval of this Settlement Agreement. If the costs described in this subparagraph are less than \$5,000,000.00, then the Settlement Counsel shall return the remainder to The Travelers Indemnity Company. If the costs associated with this paragraph exceed \$5,000,000.00, then Travelers Indemnity Company shall provide additional advances sufficient to pay all reasonable and necessary amounts that constitute said costs.

(c) Notwithstanding anything else in this Settlement Agreement to the contrary and separate and apart from any other terms and conditions set forth herein, the non-occurrence or failure to satisfy any of the conditions precedent set forth in Paragraph 2 shall relieve Travelers from any obligation whatsoever under this Settlement Agreement, including, but not limited to, the obligation to pay any portion of the Settlement Amount with the exception of the payments described in Paragraph 3(b) above.

(d) The Settlement Amount shall be a full and final settlement. The Parties agree and jointly represent that the Settlement Amount to be paid by The Travelers Indemnity Company and/or Travelers Casualty and Surety Company pursuant to this Settlement Agreement constitutes fair and reasonable consideration. The general releases delivered hereunder are final and non-revocable (regardless of any ruling by any court) as soon as delivered into escrow as long as (i) this Settlement Agreement has been approved by a Final Order and (ii) a determination by the Direct Action Settlement Fund Administrator has been made providing the releasing party with a right to payment from the Direct Action Settlement Fund.

4. Direct Action Settlement Fund

(a) Settlement Counsel shall create a Direct Action Settlement Fund into which Travelers Indemnity Company and/or Travelers Casualty and Surety Company shall make payment in accordance with and subject to the terms of this Settlement Agreement.

(b) The Direct Action Settlement Fund Administrator shall administer and pay Qualifying Claims (as that term is defined in Exhibit C) in accordance with the procedures attached hereto as Exhibit C.

(c) The Direct Action Settlement Fund shall be administered by the Direct Action Settlement Fund Administrator, who shall be a Person selected by Settlement Counsel within

thirty days of the Execution Date and who shall be authorized to commence operating under this Settlement Agreement, and who thereafter shall be subject of a motion for approval by the Bankruptcy Court *nunc pro tunc*.

5. Releases by Claimants

(a) Any Person who receives payment from the Direct Action Settlement Fund shall sign and deliver to Travelers a general release, in the form attached hereto as Exhibit B. To the extent applicable state law imposes any additional requirements in order to enforce in whole or in part the general releases contemplated by this Settlement Agreement, Settlement Counsel agree to take all steps necessary to obtain such general releases contemplated by this Settlement Agreement in a form that conforms with applicable state law.

(b) In the event that Travelers receives fewer than 65,000 general releases from claimants with Qualifying Claims (as that term is defined in Exhibit C) within one year of the date the Direct Action Settlement Fund begins administering claims, Travelers shall be entitled to reimbursement from the Fund, computed as follows: $(1/65,000 \times \$397,500,000) \times N$, where N = the difference between 65,000 and the actual number of general releases issued to Travelers in accordance with this Settlement Agreement. In the event that Travelers receives fewer than 70,000, but more than 65,000 general releases from claimants with Qualifying Claims (as that term is defined in Exhibit C) within one year of the date the Direct Action Settlement Fund begins administering claims, Travelers shall be entitled to reimbursement from the Fund in an amount calculated as follows: $\frac{1}{2} \times (1/70,000 \times \$397,500,000) \times N$, where N = the difference between 70,000 and the actual number of general releases issued to Travelers in accordance with this Settlement Agreement. Releases shall be provided by Persons who fall within one of the four categories of Qualifying Claims (as that term is defined in Exhibit C) and thus Claims that

are derived in whole or in part from such Qualifying Claims including but not limited to claims for loss of consortium (including spousal, children's or parental consortium) shall not be included in calculating the numbers of releases required by this section.

6. Stays and Dismissals With Prejudice of Lawsuits

(a) Upon execution of this Settlement Agreement, Settlement Counsel on behalf of all plaintiffs and putative class members agree to continue to stay the Pending Statutory Direct Action Claims as against Travelers pending a Final Order approving this Settlement Agreement.

(b) Upon the Settlement Approval and Clarifying Order containing prohibitions against Claims at least as broad as those contained in Exhibit A becoming a Final Order, all named plaintiffs shall promptly dismiss with prejudice as against Travelers the Pending Statutory Direct Actions.

7. Attorneys' Fees

The Parties understand and agree that the Direct Action Settlement Fund is an entity that shall be independent of the Manville Trust, and that compensation for legal services for claims made against the Direct Action Settlement Fund as between a claimant and his or her counsel will be subject to the contracts for legal services between a claimant and his or her counsel, and that the Order approving this Settlement will specify that any prior Order in this case pertaining to compensation for legal services for claims made against the Manville Trust will not apply to claims against the Direct Action Settlement Fund. Travelers further agrees that it will not challenge any of said individual contracts for legal services on any basis whatsoever.

8. Not Evidentiary and Not an Admission

The Parties agree that no part of this Settlement Agreement may be used in any proceeding as evidence of their respective rights, duties or obligations; provided, however, that

this restriction shall not apply to any proceeding in connection with or related to the interpretation, validity, enforcement or breach of this Settlement Agreement. This Settlement Agreement is not intended to be nor shall it be construed as an admission of liability by Travelers and should not be construed to be a concession or admission that the Statutory Direct Actions have any factual or legal merit or that the Statutory Direct Action Claims are not in any way subject to the Manville Confirmation Order or the Manville Insurance Settlement Order. Travelers expressly states that the Statutory Direct Action Claims lack legal and factual merit and are barred by the Manville Confirmation Order and the Manville Settlement Order. This Settlement Agreement is nevertheless made in settlement of disputed Claims and this Settlement Agreement shall not be used in any court or dispute resolution proceeding to create, prove or interpret any rights or obligations of Travelers. Without limiting the foregoing, this Settlement Agreement shall be deemed to fall within the protection afforded compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and corresponding state rules.

9. Confidentiality

The Parties agree that, except by order of court of competent jurisdiction and upon notice to all Parties, all communications (written or oral) in connection with the settlement discussions leading to this Settlement Agreement or with respect to any of the draft terms or conditions of this Settlement Agreement shall remain confidential, and that the Parties may not seek discovery into, or seek to introduce at any trial or proceeding, pending and future, evidence of such communications.

10. Successors

This Settlement Agreement shall not be construed to inure to the benefit of any Entity other than Travelers.

11. Amendments

No amendments or variations of the terms of this Settlement Agreement shall be valid unless made in writing and signed by Settlement Counsel and Travelers and approved by the Bankruptcy Court.

12. Execution

This Settlement Agreement may be executed in duplicate counterparts, each of which shall be deemed an original. A facsimile or telecopy of a Party's signature hereto shall be as valid, binding, and enforceable as the original thereof.

13. Representation of Authority

The individuals signing this Settlement Agreement hereby represent to each other, the Mediator and the Bankruptcy Court that they are authorized to enter into this Settlement Agreement on behalf of all Persons whom they purport to represent and to bind their principals to this Settlement Agreement.

14. Construction

This Settlement Agreement is not a contract of insurance and the Parties agree that any special rules of interpretation or construction of insurance contracts shall not apply. This Settlement Agreement is the product of arm's length negotiations between and among the Parties and counsel in a mediation ordered by the Bankruptcy Court under the auspices of the Honorable Mario Cuomo. Each of the Parties hereto has participated in the drafting of this Settlement Agreement. Therefore, it is the intent of the Parties that no part of this Settlement Agreement shall be construed against any other Party because of the identity of the drafter or because Travelers is an insurance company.

15. Headings

Paragraph headings contained herein are for purposes of organization only and shall not constitute a part of the terms of this Settlement Agreement.

16. Entire Agreement

This Settlement Agreement is an integrated agreement containing the entire understanding among the Parties regarding the matters expressly addressed herein and, except as set forth in this Settlement Agreement, no representations, warranties or promises have been made or relied upon by the Parties to this Settlement Agreement. This Settlement Agreement shall prevail over prior communications and agreements between the Parties or their representatives.

17. Use of Singular and Plural

For the purposes of this Agreement, unless the context otherwise requires, words in the singular include words in the plural and vice versa.

18. Governing Law and Continuing Jurisdiction

Except to the extent governed by the Bankruptcy Code and interpreted in accordance therewith, this Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York. The United States Bankruptcy Court for the Southern District of New York shall have continuing and exclusive jurisdiction over this Settlement Agreement and the Parties in respect of their relations hereunder.

19. Best Efforts

All Parties will use their best efforts to obtain the outcomes sought by this Settlement Agreement, which shall include joint motion by Travelers and the Settlement Counsel to obtain, a Final Order approving this Settlement Agreement and entry of the Settlement Approval and Clarifying Order containing prohibitions against Claims at least as broad as those contained in Exhibit A, provided, however, that nothing contained herein shall be construed to require, and the parties agree, that Travelers shall not be required, to disclose the identity of any of its policyholders to any Person, including but not limited to Settlement Counsel or the Direct Action Settlement Fund Administrator or the arbitrator.

20. Correspondence

Each of the Parties shall be provided with notice of any dispute concerning this Settlement Agreement or its interpretation or effect. Any such notice or communications shall be addressed and sent in writing, by registered or certified mail, return receipt requested, to the attention of the persons identified below (or as the Parties may subsequently direct in writing):

(1) If to Settlement Counsel to:

Motley, Rice LLC
28 Bridgeside Blvd.
P.O. Box 1792
Mt. Pleasant, S.C. 29465
Attn: Joseph F. Rice, Esq.

and to

Baron & Budd, P.C.
3102 Oak Lawn Avenue, Suite 1100
Dallas, TX 75219
Attn: Alan B. Rich, Esq.

and to

Thornton & Naumes LLP
100 Summer Street, 3rd Floor
Boston, MA 02110

Attn: Michael P. Thornton, Esq.

and to

Law Office of Lawrence Madeksho
8866 Gulf Freeway, Suite 440
Houston, TX 77017
Attn: Lawrence Madeksho, Esq.

and to

Wilentz, Goldman & Spitzer, PA;
90 Woodbridge Center Drive
Woodbridge, NJ 07095
Attn: Christopher M. Placitella, Esq.

and to

Galiher, DeRobertis Nakamura Ono Takitani
610 Ward Avenue, Suite 200
Honolulu, HI 96814-3308
Attn: Gary O. Galiher, Esq.

(2) If to Travelers:

General Counsel – Environmental Litigation Group
Travelers Indemnity Company
One Tower Square
Hartford, CT 06183-6016

(3) If to the Direct Action Settlement Fund Administrator:

To be provided upon appointment.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, affix their signatures hereto and direct Travelers counsel to deposit a copy thereof with the Mediator, whereupon it shall become effective:

THE TRAVELERS INDEMNITY COMPANY, TRAVELERS CASUALTY AND SURETY
AND TRAVELERS PROPERTY CASUALTY CORP.

By: /s/

Witness: /s/

Name:

Title:

Date: _____

SETTLEMENT COUNSEL

By: /s/

Witness: /s/

Name: Joseph F. Rice, Esquire of Motley, Rice LLC

Date: _____

SETTLEMENT COUNSEL

By: /s/

Witness: /s/

Name: Alan Rich, Esquire of Baron & Budd, P.C.

Date: _____

SETTLEMENT COUNSEL

By: /s/

Witness: /s/

Name: Michael P. Thornton, Esquire of Thornton & Naumes LLP

Date: _____

SETTLEMENT COUNSEL

By: /s/

Witness: /s/

Name: Lawrence Madeksho, Esquire of Law Offices of Lawrence Madeksho

Date: _____

