

Appendix A

RELEASES AND WAIVER

1. Pursuant to the Order Approving Settlement and the Judgment, without further action by anyone, and subject to Paragraph 5 below, on and after the Final Settlement Date, any and all Settlement Class Members (including Settlement Class Members who are parties to any other litigation, arbitration or other proceedings pending on the Final Settlement Date to the extent such litigation, arbitration or other proceeding is based upon a Released Claim and is brought against any or all of the Releasees) on behalf of themselves, each of their present and former heirs, executors, administrators, parents, subsidiaries, affiliates, predecessors, successors, insurers, co-insurers, representatives and assigns, any person or entity claiming by or through a Settlement Class Member, and any person or entity representing any or all Settlement Class Members, for good and sufficient consideration the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever released, relinquished, settled and discharged all Released Claims against each and every one of the Releasees, Plaintiffs, Class Counsel, State Court Class Counsel, and the Marsh Defendants' Counsel, including such Released Claims as already have been, could have been or could be asserted in any pending litigation, arbitration or other proceeding, whether formal or informal.

2. Pursuant to the Order Approving Settlement and the Judgment, without further action by anyone, and subject to Paragraph 5 below, on and after the Final Settlement Date, each of Plaintiffs, Settlement Class Members (including Settlement Class Members who are parties to any other litigation, arbitration or other proceedings pending on the Final Settlement Date to the extent such litigation, arbitration or other proceeding is based upon a Released Claim and is brought against any or all of the Releasees), Class Counsel, State Court

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Class Counsel, the Marsh Defendants, the Marsh Defendants' Counsel, or any agents or experts of the foregoing, on behalf of themselves, each of their present and former heirs, executors, administrators, parents, subsidiaries, affiliates, predecessors, successors, insurers, co-insurers, representatives and assigns, any person or entity claiming by or through any of the Plaintiffs, Settlement Class Members, Class Counsel, State Court Class Counsel, the Marsh Defendants, the Marsh Defendants' Counsel or any agents or experts of the foregoing, and any person or entity representing any or all Settling Parties, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever released, relinquished, settled and discharged any and all Settled Parties' Claims.

3. Subject to Paragraph 5 below, with respect to any and all Released Claims, any and all Settlement Class Members (including Settlement Class Members who are parties to any other litigation, arbitration or other proceedings pending on the Final Settlement Date to the extent such litigation, arbitration or other proceeding is based upon a Released Claim and is brought against any or all of the Releasees) on behalf of themselves, each of their present and former heirs, executors, administrators, parents, subsidiaries, affiliates, predecessors, successors, insurers, co-insurers, representatives and assigns, any person or entity claiming by or through a Settlement Class Member, and any person or entity representing any or all Settlement Class Members, shall have and be deemed to have waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Section 1542 of the California Civil Code or any federal, state or foreign law, rule, regulation or common law doctrine that is similar, comparable, equivalent or identical to, or which has the effect of, Section 1542 of the California Civil Code, which provides:

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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 executing the release, which if known by him must have materially affected his settlement with the debtor.

Notwithstanding the provisions of Section 1542 and any similar provisions, rights and benefits conferred by any law, rule, regulation or common law doctrine of California or in any federal, state or foreign jurisdiction, Settlement Class Members understand and agree that, subject to Paragraph 5 below, the Release is intended to include all Released Claims that Settlement Class Members have or may have, including Released Claims that are Unknown Claims.

4. Subject to Paragraph 5 below, with respect to any and all Settled Party Claims, each of Plaintiffs, Settlement Class Members (including Settlement Class Members who are parties to any other litigation, arbitration or other proceedings pending on the Final Settlement Date to the extent such litigation, arbitration or other proceeding is based upon a Released Claim and is brought against any or all of the Releasees), Class Counsel, State Court Class Counsel, the Marsh Defendants, the Marsh Defendants' Counsel or any agents or experts of the foregoing, on behalf of themselves, each of their present and former heirs, executors, administrators, parents, subsidiaries, affiliates, predecessors, successors, insurers, co-insurers, representatives and assigns, any person or entity claiming by or through any of Plaintiffs, Settlement Class Members, Class Counsel, State Court Class Counsel, the Marsh Defendants, the Marsh Defendants' Counsel or any agents or experts of the foregoing, and any person or entity representing any or all of Plaintiffs, Settlement Class Members, Class Counsel, State Court Class Counsel, the Marsh Defendants, the Marsh Defendants' Counsel or any agents or experts of the foregoing shall have and be deemed to have waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Section 1542 of the California Civil Code or any federal, state or foreign law, rule, regulation or common law

doctrine that is similar, comparable, equivalent or identical to, or which has the effect 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 executing the release, which if known by him must have materially affected his settlement with the debtor.

Notwithstanding the provisions of Section 1542 and any similar provisions, rights and benefits conferred by any law, rule, regulation or common law doctrine of California or in any federal, state or foreign jurisdiction, Plaintiffs, Settlement Class Members, Class Counsel, State Court Class Counsel, the Marsh Defendants, the Marsh Defendants' Counsel or any agents or experts of the foregoing understand and agree that, subject to Paragraph 5 below, the Release is intended to include all Settled Party Claims that Plaintiffs, Settlement Class Members, Class Counsel, State Court Class Counsel, the Marsh Defendants, the Marsh Defendants' Counsel or any agents or experts of the foregoing have or may have, including Settled Party Claims that are Unknown Claims.

5. Notwithstanding Paragraphs 1 through 4 above, nothing in the Judgment shall bar any action or claim by the Settling Parties to enforce the terms of this Settlement Agreement or the Judgment.

6. The releases and waivers contained in this Section were separately bargained for and are essential elements of this Settlement Agreement.