

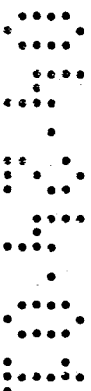
FULL SETTLEMENT AND FINAL RELEASE OF ALL CLAIMS

Indiana Insurance, in consideration of Eight Thousand Dollars and No Cents (\$8,000.00), the receipt of which is hereby acknowledged, does hereby forever release and discharge the City of Milwaukee (hereafter referred to as the released party) from any and all claims and causes of action, in any way arising out of or related to, an incident which occurred on or about April 14, 1999 at or near North 10th Street and West Hadley Street (1000 W. Hadley), City of Milwaukee, State of Wisconsin.

This Release by Indiana Insurance is also made for and binding upon its heirs, successors, insureds, and assigns. By this agreement any liability of subsidiaries, parent corporations, insurers, predecessors, successors, officers, directors, agents or employees of the released party are also released and discharged. Further, any other persons or entities who are or might be liable, even though their identity or involvement in the incident may not be presently known, are fully released and discharged.

This Release fully extinguishes all claims and causes of action, including but not limited to those for: contribution; indemnity; subrogation; compensatory damages; loss of society, companionship and consortium; punitive damages; costs and fees; attorneys' fees; and, statutory damage awards. In making this Release, all rights to bring any other claims against anyone are fully extinguished since full compensation for all injuries and damages has been paid.

It is understood that the money paid for this unqualified Release is received not only as a full satisfaction for all known and unknown injuries and damages, but also is received for future injuries and damages. The extent of any future injuries and damages is unknown, but it is understood that it may result in a condition substantially different than it is today.



It is understood and agreed that this settlement is a full compromise of a disputed claim, and this settlement, or the payment of money, is not to be construed as an admission of liability by the released party. It is recognized that the released party denies that they are liable for the claimed injuries and damages.

We agree that this release and settlement is not to be construed as a waiver by or an estoppel of the City of Milwaukee to prosecute a subrogation claim against the uninsured motorist, for any property damage to the City of Milwaukee vehicle and for the amount of the payment made to Indiana Insurance.

With full knowledge and understanding of the contents of this Release, Indiana Insurance voluntarily enters into this settlement and does so without having relied on any statement or representation by the released party, its representatives, or anyone retained by it.

Indiana Insurance represents that no portion of this claim has been assigned to anyone else and that no other person or entity has any legal right to pursue this claim or share in the proceeds of the settlement. In making this representation Indiana Insurance agrees to indemnify the released party for any money they may have to pay to any other person or entity asserting any claim arising out of or related to any injuries or damages sustained in this incident, including any claims based upon subrogation, derivation or assignment. Also, Indiana Insurance will indemnify the released party for any expenses incurred in defending such claims.

Indiana Insurance understands that in making this Release they will have no right to make a claim against anyone, including the party released, for more money even if they later become dissatisfied with this settlement for any reason whatsoever.

The statements in this Full Settlement and Final Release are contractual terms, and are not mere recitals. Any questions concerning this Release shall be determined and governed by the terms of this Release and the law of the State of Wisconsin.

I have read this Release, which consists of three pages, and understand that it is a full and complete compromise and full settlement of all claims for which Indiana Insurance has been fully compensated.

Dated this 8th day of May, 2001.

Jeffrey S. Brier
Representative of and agent for
Indiana Insurance

Subscribed and sworn to before me
this 8th day of May, 2001.

Barbara J. Westerdale
NOTARY PUBLIC - State of Wisconsin
My Commission: expires 9-1-2002

CONSENT OF ATTORNEY:

As attorney for Indiana Insurance, I have reviewed the terms of this settlement and consent to them.

Dated this _____ day of _____, 2001.
