

**FULL SETTLEMENT AND FINAL RELEASE OF ALL CLAIMS
UNDER § 62.67 STATS.**

Benjamin J. Smith, in consideration of Twenty Five Thousand Dollars (\$25,000.00), 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 November 8, 2006, at or near the intersection of North Holton Street and East Locust Street, City and County of Milwaukee, Wisconsin, and more particularly described in Milwaukee County Circuit Court Case No. 09-CV-017304, but this Release is not limited to the claims asserted in the lawsuit.

This Release by Benjamin J. Smith is also made for and binding upon my heirs, successors and assigns. By this agreement any liability of insurers, predecessors, successors, officers, directors, agents and/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. **Provided, however, that Benjamin J. Smith is reserving his right to pursue Worker's Compensation benefits stemming from the above date of injury. Benjamin J. Smith is also reserving all claims against his personal automobile insurance carrier, State Farm Insurance Company, for additional uninsured motorist coverage.**

This Release fully extinguishes all claims and causes of action, including but not limited to those for: uninsured motorist benefits; compensatory damages; loss of society, companionship and consortium; punitive damages; costs and fees; attorneys' fees; and statutory damage awards. This Release also fully extinguishes any claims or causes of action under the Wisconsin Uniform Marital Property Act. In making this Release, all rights to bring any other claims are fully extinguished since full compensation for all injuries and damages has been paid.

Benjamin J. Smith further agrees to indemnify the released party against any claims which may be made by or on behalf of any child living or to be born for any claims or causes of action including those for loss of care, companionship, protection, services or benefits.

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 it is liable for the claimed injuries and damages.

I 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 me.

With full knowledge and understanding of the contents of this Release, I voluntarily enter into this settlement and do so without having relied on any statement or representation by the released party, its representatives, or anyone retained by them.

Benjamin J. Smith 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 Benjamin J. Smith 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, I will indemnify the released party for all expenses, including attorneys fees, incurred in defending such claims.

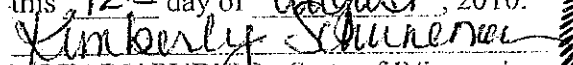
I understand that in making this Release I will have no right to make a claim against the released party for more money even if I later become dissatisfied with this settlement for any reason whatsoever.

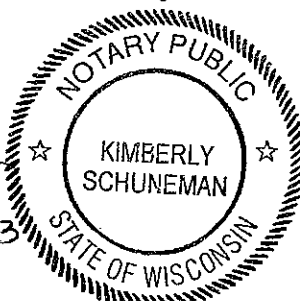
The statements in this Full Settlement and Final Release are contractual terms, and are not mere recitals. Any questions concerning this Release shall be determined and governed by the terms of this Release and the law of the State of Wisconsin.

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 against the City of Milwaukee for which I have been fully compensated.

Dated this 12 day of AUGUST, 2010.

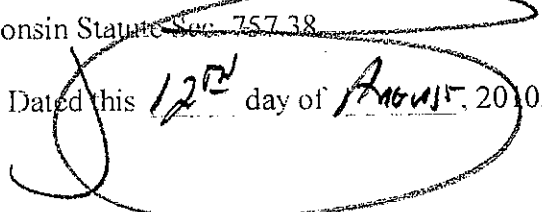

Benjamin J. Smith

Subscribed and sworn to before me
this 12th day of August, 2010.

NOTARY PUBLIC - State of Wisconsin
My Commission: expires 9/8/13



As attorney for Benjamin J. Smith, I have reviewed the terms of this settlement. I consent to this settlement as required by Wisconsin Statute Sec. 757.38.

Dated this 12th day of August, 2010.


Jonathan Cermele
Attorney for Benjamin J. Smith