

SETTLEMENT AGREEMENT AND RELEASE

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This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into as of and on the last date set forth herein below by and between (among): **OCT 31 1995**

"Claimants": Marcus Dunlap and Lakita Clayton, individually and as parents and natural guardians of Lateesha Dunlap ("Minor"), a minor

"Defendants": Kristy Cheshier

"Insurer": Allstate Insurance Company

STRUCTURED SETTLEMENTS

Recitals

A. On or about July 4, 1994, Lateesha Dunlap was injured in an accident occurring in Indianapolis, Indiana. Claimants allege that the accident and resulting physical and personal injuries arose out of certain alleged negligent acts or omissions of Defendants, and have made a claim seeking monetary damages on account of those injuries.

B. Insurer is the liability insurer of the Defendants, and as such, would be obligated to pay any claim made or judgment obtained against Defendants which is covered by its policy with Defendants.

C. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which have, or might be made, by reason of the incident described in Recital A above, upon the terms and conditions set forth below.

Agreement

The parties agree as follows:

1.0 Release and Discharge

1.1 In consideration of the payments set forth in Section 2, Claimants hereby completely release and forever discharge Defendants and Insurer from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses or services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Claimants now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of the incident described in Recital A above, including, without limitation, any and all known or unknown claims for bodily and personal injuries to Minor, or any future wrongful death claims of Minor's representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Defendants.

1.2 This release and discharge shall also apply to Defendants' and Insurer's past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporation with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 This release, on the part of the Claimants, shall be a fully binding and complete settlement among the Claimants, the Defendants and the Insurer, and their heirs, assigns and successors.

1.4 The Claimants acknowledge and agree that the release and discharge set forth above is a general release. Claimants expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Claimants do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Claimants' decision to enter into this Settlement Agreement. The Claimants further agree that Claimants have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Claimants assume the risk that the facts or law may be other than Claimants believe. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendants, by whom liability is expressly denied.

2.0 Payments

In consideration of the release set forth above, the Insurer on behalf of the Defendants agrees to pay to the individual(s) named below ("Payee(s)") the sums outlined in this Section 2 below:

2.1 Payments due at the time of settlement as follows:

The sum of \$5,000 which has already been paid for Medpay. The sum of \$7,250 to be paid upon the execution of this document by all parties.

2.2 Periodic Payment(s) made according to the schedule as follows (the "Periodic Payment(s)"):

To be paid to Lateesha Dunlap: \$4,314 per year beginning February 28, 2012 for 10 years.

All sums set forth herein constitute damages on account of personal injuries and sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

3.0 Right to Payments

Claimants, on behalf of Minor, acknowledge that the Periodic Payment(s) cannot be accelerated, deferred, increased or decreased by Claimants or Minor; nor shall the Claimants or Minor have the power to sell, mortgage, encumber, or anticipate the Periodic Payment(s), or any part thereof, by assignment or otherwise.

4.0 Beneficiary

Any payments to be made after the death of any Payee pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by Payee to the Insurer or the Insurer's Assignee. If no person or entity is so designated by Payee, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. Payee may change any designation at any time, subject to state law, by written notice which is delivered to, received and accepted by the Insurer or the Insurer's Assignee. The designation must be in a form acceptable to the Insurer or the Insurer's Assignee before such payments are made to the designated person(s) or entity.

If Lateesha Dunlap should die prior to the date of the last guaranteed Periodic Payment, the Periodic Payment(s) shall continue to be made to: 50% to Lakita Clayton or her estate and 50% to Marcus Dunlap or his estate.

5.0 Consent to Qualified Assignment

5.1 Claimants acknowledge and agree that the Defendants and/or Insurer may (will) make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendants' and/or the Insurer's liability to make the Periodic Payment(s) set forth in Section 2.2 to Allstate Settlement Corporation (the "Assignee"). The Assignee's obligation for payment of the Periodic Payment(s) shall be no greater than that of Defendants and/or the Insurer (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payment(s) obligation.

5.2 Any such assignment, if made, shall be accepted by the Claimants without right of rejection and shall completely release and discharge the Defendants and the Insurer from the Periodic Payment(s) obligation assigned to the Assignee. The Claimants recognize that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payment(s) obligation, and that all other releases with respect to the Periodic Payment(s) obligation that pertain to the liability of the Defendants and the Insurer shall thereupon become final, irrevocable and absolute.

6.0 Right to Purchase an Annuity

The Defendants and/or the Insurer, itself or through its Assignee, reserve the right to fund the liability to make the Periodic Payment(s) through the purchase of an annuity policy from Allstate Life Insurance Company. The Defendants, the Insurer or the Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Defendants, the Insurer or the Assignee may have Allstate Life Insurance Company mail payments directly to the Payee(s). The Claimants shall be responsible for maintaining a current mailing address for Payee(s) with Allstate Settlement Corporation.

7.0 Discharge of Obligation

The obligation of the Defendants, the Insurer and/or Assignee to make each Periodic Payments shall be discharged upon the mailing of a valid check or wire transfer of funds on or before the due date for such Periodic Payment to the address of record specified by Claimants if such check is duly negotiated or such wire transferred funds are duly received.

8.0 Attorney Fees

Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with this Settlement Agreement, the matters and documents referred to herein, and all related matters.

9.0 Representation of Comprehension of Document

In entering into this Settlement Agreement the Claimants represent that Claimants have relied upon the advise of their attorney, who are attorneys of their own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to Claimants by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by Claimants.

10.0 Warranty of Capacity to Execute Agreement

Claimants represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Claimants have the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Claimants have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

11.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana.

12.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

13.0 Entire Agreement and Successor in Interest

This Settlement Agreement contains the entire agreement between the Claimants, the Defendants and the Insurer with regard to the matters set forth in it and shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

This Settlement Agreement shall become effective immediately following execution by each of the parties.

Date 10-20-95 x Marcus Dunlap
Marcus Dunlap, individually and as parent and natural guardian
of Lateesha Dunlap, a minor

Date 10/20/95 Lakita Clayton
Lakita Clayton, individually and as parent and natural guardian
of Lateesha Dunlap, a minor

Date 11/14/95 Caral Cornwell
Allstate Insurance Company

Approved as to form and content:

Date October 20, 1995 [Signature]
Dan Chamberlain, Claimants' Attorney

Allstate®

ALLSTATE INSURANCE COMPANY

HOME OFFICE, NORTHBROOK, ILLINOIS

Surety Division
2 Allstate Commercial Plaza
South Barrington, Illinois 60010

Master Bond Number: 05-016 300 SB

Obligee: Lateesha Dunlap (90 300 496)

Date of Qualified Assignment: September 21, 1995

Know all men by these presents, that we, ALLSTATE SETTLEMENT CORPORATION, a Nebraska corporation, as Principal, and ALLSTATE INSURANCE COMPANY, an Illinois corporation, as Surety, are held and firmly bound hereunder to the Obligee to make certain scheduled payments due from the Principal to the Obligee under the terms of a Qualified Assignment, a copy of which is attached hereto and becomes a part hereof, for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that:

WHEREAS, the Principal has assumed, under a Qualified Assignment, the obligation to make certain scheduled payments to the Obligee, and

WHEREAS, the Principal's assumption of said payment obligation has been consented to by the Obligee and has been accomplished within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, by means of aforesaid Qualified Assignment, and

WHEREAS, the Principal has purchased a qualified funding asset within the meaning of Section 130(d) of the Code, the proceeds of which will apply to discharge said scheduled payment obligation to the Obligee.

NOW, THEREFORE, if the Principal shall fail to make any scheduled payments to the Obligee as assumed under said QUALIFIED ASSIGNMENT, then the Surety shall make such scheduled payment or payments within 10 days after receipt of notice by the Obligee. Notice to the Surety shall be by certified or registered mail sent to Allstate Insurance Company, Surety Division, 2 Allstate Commercial Plaza, South Barrington, Illinois 60010.

Any dispute with respect to the Interpretation of this bond or performance of the obligation set forth herein shall be governed by the laws of the State of Illinois.

Sealed with our seals, and dated this 7th day of December, 19 95.

ALLSTATE SETTLEMENT CORPORATION

By Thomas M. Beckwith
(Title)

ALLSTATE INSURANCE COMPANY

Countersigned:

By Doxlene C. Stewart
Doxlene C. Stewart

By Thomas E. Jabrnske
Attorney-in-Fact

