

RELEASE OF ALL CLAIMS AND DEMANDS

KNOW ALL BY THESE PRESENTS:

That Jill Ann Stewart, unmarried, on behalf of herself and each of her heirs, executors, administrators, beneficiaries, successors, and assigns (hereinafter "Releasor") in consideration of the payment of Seven Thousand and no/100 Dollars (\$7,000.00), receipt of which is hereby acknowledged, has released and discharged and by these present does hereby release and forever discharge the City of Lakewood, Ohio, Trident Insurance Company, Patrick Mullen, Don Mladek, Kristen Gampher, and each of their agents, servants, representatives, attorneys, related organizations, successors, and assigns (hereinafter "Releasees") of any and all claims, damages, causes of action or suits at law or in equity of whatsoever kind or nature, including all claims for costs and attorney fees and all claims for pre-settlement and post-settlement interest, arising out of any act or occurrence up to and including the date hereof and particularly on account of damages arising out of a certain incident occurring on or about March 12, 2009 (hereinafter "incident") as well as any and all claims which were or could have been asserted in Case No. 1:10-CV-00866-JG, United States District Court, Northern District of Ohio, which case is captioned *Jill Ann Stewart v. City of Lakewood, et al.*

To procure the payment of the foregoing consideration, Releasor hereby declares that no representations about the nature and extent of any injuries, disabilities or damages made by any physician, attorney or agent of Releasees, nor any representations regarding the nature and extent of legal liability or financial responsibility of Releasees, have induced Releasor to make this Release.

Releasor further represents that in determining the amount of the foregoing consideration, there has been taken into account not only the ascertained injuries, disabilities and damages sustained as a result of the incident but also the possibility that any injuries, disabilities or damages

sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the incident and that this Release is to compromise and terminate all claims for injuries, disabilities and damages of whatever nature, both known and unknown, including all future developments thereof, in any way growing out of or connected with the incident.

Releasor further represents that it is her understanding and intent in executing this Release to discharge Releasees from any and all future claim(s) for wrongful death by Releasor, her estate and/or her next of kin pursuant to Ohio Revised Code Section 2125.01 or any other common law or statutory action.

Releasor further agrees to pay or otherwise settle or resolve, from the settlement proceeds referred to above, any lien, claim, or interest arising from the matters alleged by the Releasor in the aforementioned lawsuit, including but not limited to Medicare or Medicaid liens, and any charges arising from the medical care, treatment, or examinations rendered to Releasor as a result of any such matters.

It is expressly understood and agreed that Releasees admit no liability of any sort by reason of this settlement or the payment of the foregoing consideration and that said payment is made solely to terminate further controversy with respect to the matters described hereinabove.

Releasor does hereby declare that she has read this Release, that she has had a full opportunity to consult legal counsel concerning the terms of this Release and the settlement described herein, that she fully understands the terms of same, that she enters into this Release relying solely upon her own judgment and the advice of her own legal counsel and that she executes this Release as her own voluntary act.

The consideration stated hereinabove is the full consideration for this Release and Releasor voluntarily accepts said sum for the purpose of making a full and final compromise.

In the event that one or more of the provisions of this Release are deemed to be illegal or unenforceable, the remainder of this Release shall not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Without in any way affecting the generality of the foregoing, Releasor expressly warrants, represents, covenants, and agrees to waive the provisions of any statute, regulation, common law, or equitable principle that would in any way operate to preclude this Release from being a full, final, and complete Release as to Releasees or as to any other person or entity recognized at law, whether known or unknown, whether identified in this Release, either generically or specifically, or not so identified, with respect to the matters described hereinabove.

Releasor expressly warrants, represents, covenants, and agrees that he has not assigned any of the matters encompassed in this Release in whole or in part to any person or entity and that Releasor has full and absolute control over the disposition and release of the matters encompassed in this Release.

This Release shall be construed and interpreted in accordance with the laws of the State of Ohio.

Releasor expressly warrants, represents, covenants, and agrees that this Release shall be interpreted and construed as if jointly prepared by Releasor and Releasees and that this Release shall be construed most liberally and broadly as to fully and forever mutually release, acquit, and discharge the Releasees.

Releasor expressly warrants, represents, covenants, and agrees that he has full legal authority to execute this Release on behalf of herself and her respective principals, if any.

Releasor agrees to indemnify, defend and hold harmless Releasees from any and all doctors' bills, hospitalization bills, nursing bills, drugs, therapy, administration, liens, subrogation interests, Medicare and Medicaid liens and claims, rights to reimbursement and all other claims of third parties, arising from any examination, treatment, medication or other goods or services provided by any such person or business to Releasor.

Releasor expressly warrants, represents, covenants, and agrees that this Release constitutes a separate, binding contract by and among Releasor and Releasees and that Releasor's sole and exclusive remedy as to Releasees shall be for the performance of this Release.

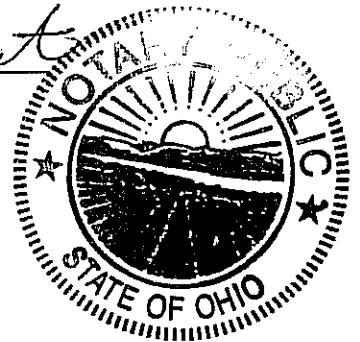
All agreements and understandings between the parties in reference to this Release are set forth herein.

EXECUTED AT Mayfield Heights, OH, THIS 16TH DAY OF July 2010.

WITNESS

Jill Ann Stewart
JILL ANN STEWART, unmarried

WITNESS



Subscribed and sworn to before me this 16 day of July 2010.

Laura A McAfee
Notary Public

LAURA A. McAFEE
Notary Public, State of Ohio
My Commission Expires 6-16-2013