

MUTUAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and among, [REDACTED] ("Plaintiffs") and, John "Jack" Rotole and Jackie Rotole and their insurance carrier Fireman's Fund Insurance Company ("Defendants").

WHEREAS, the parties hereto desire to settle certain claims arising out of the events, as more fully set forth in the lawsuit entitled [REDACTED] v. John and Jackie Rotole following the execution of this Agreement until the present, [REDACTED] County District Court, State of Colorado, No. [REDACTED] and to enter into various agreements relating to those claims and the matters giving rise thereto, in accordance with the provisions and upon the terms and conditions hereinafter set forth.

IN CONSIDERATION of the promises and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties do hereby promise and agree as follows:

A. Defendants shall pay to Plaintiff, [REDACTED] and Plaintiffs' attorney, the total cash sum of Four Hundred Forty Thousand Dollars and no/cents (\$440,000.00) and Defendants shall pay to Plaintiff Sus [REDACTED] and Plaintiffs' attorney, the total cash sum of Ten Thousand Dollars and no/cents (\$10,000.00) payable by draft on the date of the execution of this Settlement Agreement and Release.

B. Plaintiffs and Defendants do hereby release, acquit and forever discharge Defendants and Plaintiffs, their agents, employees, successors, assigns, parents, subsidiaries, insurers, re-insurers and affiliated entities of or from any and all past, present, or future claims or obligations of any nature whatsoever, whether compensatory or punitive, arising or in any manner related to, out of the incident, as result of which the parties suffered damages. This Mutual Release is intended to and does release, acquit and discharge any and all subrogated interests, liens, or any derivative claims.

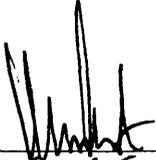
C. It is understood that the parties may have suffered damages that are unknown at this time. The parties acknowledge that the sum paid in consideration for this Mutual Settlement Agreement and Mutual Release is intended to and does release and discharge any claim by the parties in regard to such unknown or future damages.

D. The parties acknowledge that they may hereafter discover facts different from, or in addition to those, which they now know or believe to be true with respect to the claims released above, and agree that this Agreement and the mutual releases contained herein shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery thereof.

E. Plaintiffs represent that there are no outstanding treatment bills and to the extent there are any such outstanding treatment bills or there become future treatment



APPROVED AS TO FORM:



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Michael S. Pante #1420  
Attorney for Plaintiffs

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Attorney for Defendants