

FULL SETTLEMENT AND FINAL RELEASE

██████████ in consideration of Three Hundred Thousand Dollars (\$300,000.00), the receipt and adequacy of which are hereby acknowledged, does hereby forever release and discharge the State of Wisconsin, Wisconsin Department of Corrections, and all officers, officials, directors, agents and employees thereof ("Released Parties") from all claims, whether known or unknown or anticipated or unanticipated, in any way arising out of or related to his November 20, 2015 incident at the Lincoln Hills School for Boys. The claims are more fully detailed in the March 29, 2016 Notice of Injury and Claim, but this Release is not limited to the claims asserted in that Notice of Injury and Claim; it includes any and all claims that could have been asserted.

This Release fully extinguishes any and all claims which were brought or which could have been brought under state or federal law including, but not limited to, those for: compensatory damages; loss of society, companionship and consortium; punitive damages; costs and fees; attorneys' fees; statutory damage awards; and any and all claims arising under federal or state statutes or other rules of law, including, but not limited to, constitutional claims.

This Release is made for and binding upon Mr. ██████ heirs, successors and assigns. By this agreement any liability of subsidiaries, parent corporations, insurers, predecessors, successors, officers, directors, agents or employees of the Released Parties is also released and discharged. Further, any other persons or entities who are, or who may be liable, even though their identity or involvement in the incident giving rise to the March 29, 2016 Notice of Injury and Claim may not be currently known, are also fully released and discharged.

In making this Release, any and all rights to bring any other claims against anyone in any way arising out of or related to Mr. ██████ November 20, 2015 incident at the Lincoln Hills School for Boys are fully extinguished because full compensation for all injuries and damages has been paid. It is understood that in making this Release, Mr. ██████ will have no right to make a claim against anyone in any way arising out of or related to his November 20, 2015 incident at the Lincoln Hills School for Boys, including the Released Parties, for more money, even if Mr. ██████ later become dissatisfied with this settlement for any reason whatsoever.

It is also understood that the money paid for this unqualified Release is received not only as a full satisfaction for any and all known and unknown injuries and damages, but also for any and all future injuries and damages arising from past events, even if the extent of those injuries and damages is unknown.

It is understood and agreed that this settlement is a full compromise of a claim which is denied, disputed and contested and that this settlement, the payment of money, or any other act by the Released Parties in furtherance of this settlement agreement, is not and shall not be treated, construed or deemed as an admission by the Released Parties of any liability, fault, responsibility or guilt of any kind to Mr. ██████ or of the validity, strength or weakness of any claim or defense of Mr. ██████ for any purpose whatsoever. It is recognized that the Released Parties deny that they are liable for the claimed injuries and damages. In particular, the Released Parties deny that any basis exists for a claim of attorney fees, costs, punitive or other damages

arising out of the allegations in the claim.

Mr. [REDACTED] represents that no portion of the claims in any way arising out of or related to his November 20, 2015 incident at the Lincoln Hills School for Boys has been assigned to anyone else and that no other person or entity has any legal right to pursue his claims or share in the proceeds of the settlement. In making this representation, Mr. [REDACTED] agrees to indemnify the Released Parties for any money that they may have to pay to any other person or entity including but not limited to Medicare, asserting any claim arising out of or related to any injuries or damages sustained in this incident, including any claims based upon taxation, subrogation, derivation or assignment. Mr. [REDACTED] also agrees to indemnify the Released Parties for any expenses incurred in defending such claims.

Mr. [REDACTED] agrees that any and all applicable Medicare liens related to this litigation are to be paid out of the settlement proceeds, and that Medicare lien claims are the responsibility of Mr. [REDACTED] with nothing further to be sought from the Released Parties.

With full knowledge and understanding of the contents of this Release, Mr. [REDACTED] voluntarily enters into this settlement and does so without having relied upon any statement or representation by the Released Parties, their representatives, or anyone retained by them.

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 by the laws of the State of Wisconsin.

I HAVE READ THIS RELEASE, WHICH CONSISTS OF TWO PAGES, AND UNDERSTAND THAT IT IS A FULL AND COMPLETE COMPROMISE AND FULL SETTLEMENT OF ALL CLAIMS AGAINST THE RELEASED PARTIES, FOR WHICH I HAVE BEEN FULLY COMPENSATED.

Dated this 20th day of September, 2016.

[REDACTED]

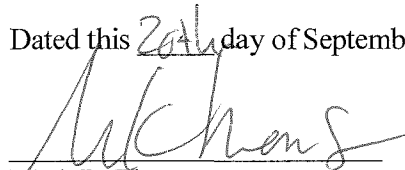
Signed and sworn to before me
this 20th day of September, 2016.

[Signature]
Notary Public, State of Wisconsin.
My Commission Expires is permanent

CONSENT OF ATTORNEY

As attorneys for [REDACTED] we have reviewed the terms of this settlement with our client. We consent to this settlement as required by Wisconsin Statute § 757.38.

Dated this 20th day of September, 2016.

A handwritten signature in cursive script, appearing to read "Mark L. Thomsen", written over a horizontal line.

Mark L. Thomsen
CANNON & DUNPHY
Attorneys for Plaintiff, [REDACTED]