

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

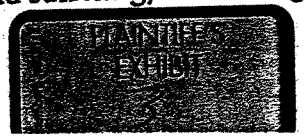
SHERILL and BOBBY VANSANT)
)
 PLAINTIFFS,)
)
 vs.)
)
 GOODMAN MANUFACTURING)
 CO. d/b/a/ JANITROL, et al.)
)
 DEFENDANTS.)

CASE NUMBER: CV 99-221

STATE OF ALABAMA
SHELBY COUNTY

SETTLEMENT AGREEMENT AND GENERAL RELEASE
OF DEFENDANT CONSOLIDATED INDUSTRIES CORPORATION

KNOW ALL MEN BY THESE PRESENTS that we, Sherill and Bobby Vansant, (hereinafter referred to as "Releasers"), in consideration of the payment to Releasers of the sum of Twenty Thousand and no/100 Dollars (\$20,000.00), the receipt and sufficiency of which is hereby acknowledged, do hereby release Consolidated Industries Corporation, their agents, servants, employees, insurers, adjustors, successors, assigns, heirs, executors, administrators and any parent, subsidiary or affiliated firm or corporation thereof (hereinafter referred to as "Releasees"), of and from any and all actions, (including specifically the action currently pending in the Circuit Court of Shelby County, Alabama, designated as Case No. CV 99-221, wherein Sherill and Bobby Vansant are the Releasers and Consolidated Industries Corporation is a Releasee), causes of action, claims, demands, liability, damages and costs for personal injury, pain and suffering, mental anguish, lost



wages, decreased earning capacity, loss of services, property damage, expenses, compensation, any and all other matters or items of damage, and any and all claims growing out of the occurrence(s), accident(s) and/or incident(s) made the basis of this litigation, which Releasers now have, or may hereafter have, on account of, or rising out of any matter or thing which has happened, developed or occurred before the signing of this Settlement Agreement And General Release, and particularly, but not in limitation of any of the foregoing general terms, as a result of any occurrence(s), accident(s) and/or incident(s) described in the complaint filed by Sherill and Bobby Vansant in the Circuit Court of Shelby County, Alabama, and designated as Case No. CV 99-221.

Releasers do hereby declare and represent that the injuries sustained by them may be permanent and progressive, and that their recovery therefrom is uncertain and indefinite, and that all their injuries, damages, and losses may not be fully known to them and may be more numerous or more serious than now expected; further, in making this Settlement Agreement And General Release, it is understood and agreed that they rely wholly upon their own judgment of the future development, progress, and result of their said injuries, known and unknown, and they have not been influenced to any extent whatever in making this Settlement Agreement And General Release by any representations or statements regarding their said injuries, or the legal liability therefor, or regarding any other matters made by the party or parties who are hereby released, or by any person or persons representing such party or parties, and that they accept the above-mentioned sums in full settlement and in satisfaction of all claims or demands whatsoever, for injuries known or unknown.

For and in consideration of the same amount set forth above, and without limiting the

generality thereof, Releasers do hereby specifically release, acquit, and forever discharge Releasee, their agents, servants, employees, insurers, adjusters, assigns, heirs, executors, administrators and any parent, subsidiary or affiliated firm or corporation thereof, of and from any and all actions, causes of action, claims, demands, liability, and costs for personal injury, pain, suffering, mental anguish, loss of wages, decreased earning capacity, loss of services, compensation, expenses, property damage, any and all claims growing the occurrence(s), accident(s) and/or incident(s) made the basis of this litigation, loss of use of any property, and any and all other matters or items of damage which Releasers now have, or may hereafter have on account of, or arising out of any matter or thing happening, developing, or occurring prior to the signing of this Release as the result of the occurrence(s), accident(s) and/or incident(s) made the basis of this litigation.

In further consideration of the sum recited above, Releasers understand and agree that this settlement is in the compromise of a disputed claim and that payment is not to be construed as an admission of liability on the part of any of the parties hereto and hereby released, and that Releasees specifically deny any and all liability and intend merely by this settlement to avoid further litigation.

Releasers do hereby agree and acknowledge that they are solely responsible for any and all liabilities, costs and expenses which they have incurred, or which have been incurred on their behalf, in connection with, or as a result of, the occurrence(s), accident(s) and/or incident(s) made the basis of this litigation and do further agree to indemnify and hold Releasees harmless from same as well as from, any and all liens, claims for subrogation, and/or claims for reimbursement arising out of, or in any way related to, the occurrence(s), accident(s) and/or incident(s) made the basis of this

litigation and/or the treatment or care of Releasers for any and all injuries or damages allegedly suffered in, or as a result of, the occurrence(s), accident(s) and/or incident(s) made the basis of this litigation.

Releasers do hereby agree to dismiss and ratify the dismissal with prejudice of the above-referenced lawsuit against Releasees. Releasers further declare and represent that no promise or agreement not herein expressed has been made to them and that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not mere recitals.

Releasers further understand and agree that this Settlement Agreement is conditioned upon the approval of same by the United States Bankruptcy Court for the Northern District of Indiana and the Trustee for Consolidated Industries Corporation in the case being styled as In re Consolidated Industries Corp., Tax I.D. #35-1020608, Bankruptcy No. 98-40533, currently pending in the United States Bankruptcy Court for the Northern District of Indiana, Hammond Division at Lafayette, and that the monies due Releasers under this Settlement Agreement and General Release shall not become due and payable to Releasers until fifteen (15) days after such approval is received.

Releasers further state and declare that they are over the age of nineteen (19) years, that they have carefully read the foregoing Release and know the contents thereof, and that they sign it voluntarily as their own free act.

IN WITNESS THEREOF, Releasers have hereunto set their hands and seals on the

9th day of Sept., 2002.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 1, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Sherill Vansant
SHERILL VANSANT

Sworn to and subscribed before
me this the 9th day of
September, 2002.

Van Terry
Notary Public

My Commission Expires:
Nov 1, 2003

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 1, 2003
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Bobby Vansant
BOBBY VANSANT

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Nov 1, 2003

APPROVED BY:

Roger L. Lucas
Attorney for Releasers,
Sherill and Bobby Vansant