

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made this \_\_\_ day of October 2014, by and between the County of McHenry, Illinois (“County”) on one hand, and United National Insurance Company (“United National”), London Insurers (as more fully defined herein) and Insurance Company of the West (“ICW”) (collectively, the “Insurers”), on the other hand. The County and the Insurers are collectively referred to as the “Parties.”

### RECITALS

WHEREAS, Claimant Gary Gauger (“Gauger”) filed two lawsuits against the County and others alleging that he was wrongfully investigated, arrested, convicted and incarcerated from approximately 1993 to 1996 for the murder of his parents and that the County and other defendants violated his constitutional rights by their wrongful imprisonment, detention and prosecution of him. The first lawsuit was filed on October 1, 1999 and captioned *Gary Gauger v. County of McHenry, Illinois, et al.*, No. 99-C-50322, United States District Court for the Northern District of Illinois, Western Division (“Gauger’s federal lawsuit”). The second lawsuit was filed on September 23, 2003 and captioned *Gary Gauger v. County of McHenry, Illinois, et al.*, No. 03-LA-292, Circuit Court of the Nineteenth Judicial Circuit, McHenry County, Illinois (“Gauger’s state lawsuit”); and

WHEREAS, the County successfully defended Claimant’s federal lawsuit and Claimant’s state lawsuit but incurred approximately \$1.2 million in attorneys’ fees and expenses defending both lawsuits; and

WHEREAS, the Insurers sold insurance policies to the County (the “Subject Insurance Policies” as more fully defined herein); and

WHEREAS, the County maintains that the Insurers are responsible for some or all of the attorneys’ fees and expenses incurred by the County defending Gauger’s federal lawsuit and Gauger’s state lawsuit; and

WHEREAS, the County also maintains that one or more of its other insurance carriers, including California Union Insurance Company (“California Union”), who are not parties to this Agreement, may also be responsible for some or all of the attorneys’ fees and expenses incurred by the County defending Gauger’s federal lawsuit and Gauger’s state lawsuit; and

WHEREAS, on July 30, 2012, ICW filed a lawsuit in the Circuit Court of the Twenty-Second Judicial Circuit, McHenry County, Illinois, against the County, United National and the London Insurers in a matter captioned *ICW v. County of McHenry and Certain Underwriters at Lloyd’s, London*, No. 12-MR-301, (herein “Coverage Litigation”), for which ICW sought a judicial determination of its obligation to reimburse the County for the attorneys’ fees and expenses incurred defending Gauger’s federal lawsuit and Gauger’s state lawsuit under certain policies ICW issued to the County; and

WHEREAS, the Parties also filed various crossclaims/counterclaims against each other in the Coverage Litigation seeking a determination of their respective rights and obligations under the Subject Insurance Policies issued to the County; and

WHEREAS, the Insurers deny that they are responsible under the Subject Insurance Policies for all or a portion of the claims asserted by the County or others in the Coverage Litigation or for the attorneys' fees and expenses incurred by the County defending Gauger's federal lawsuit and Gauger's state lawsuit; and,

WHEREAS, the Parties intend by this Agreement to adopt, by way of compromise, and without prejudice to or waiver of their respective positions in other nonrelated matters, without further dispute or adjudication of any issues of fact or law, and without the Insurers' admission of liability or responsibility under the Subject Insurance Policies, a full and final settlement that releases and terminates all rights, obligations and liabilities by and between the Parties with respect to or arising out of Gauger's federal lawsuit, Gauger's state lawsuit, and the Coverage Litigation, without prejudice to their respective positions on policy wordings or any other issues.

## **AGREEMENTS**

THEREFORE, in full consideration of the foregoing and of the mutual agreements contained herein, and intending to be legally bound, the Parties agree as follows:

### **I. DEFINITIONS**

The following definitions will apply to the listed terms wherever those terms appear throughout this Agreement. Where the listed terms are also further defined elsewhere in the body of this Agreement, the definitions listed here nonetheless apply and shall serve to further explain the meaning of those terms. Moreover, each defined term stated in a singular form shall include the plural form, each defined term stated in plural form shall include the singular form, and each defined term stated in the masculine form or in the feminine form shall include the other.

#### **A. County**

The term "County" shall mean:

- (i) The County of McHenry and its former, present and future elected officials, officers, directors, administrators, supervisors, members, employees (including, but not limited to, Beverly Hendle, Eugene Lowery, Melvin Hunt, Matt Schalz, and Christopher Pandre), agents, representatives, risk managers, departments (including, but not limited to, the Office of the Sheriff of McHenry County), subsidiaries, affiliates, joint ventures and assigns, and all of their past and present predecessors and successors; and,
- (ii) Any and all entities and individuals named as insureds, other insureds, or otherwise insured or claimed to be insured under the Subject Insurance Policies as well as those entities' subsidiaries, affiliates, successors, assigns, officials, officers, directors, administrators, supervisors, members, employees, agents and representatives and those individuals' heirs, successors and assigns.

#### **B. United National**

The term "United National" shall mean:

United National Insurance Company and its past, present and future subsidiaries, affiliates, holding companies, parent companies, merged companies, related companies, divisions and acquired companies, each of their respective directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint venturers, joint ventures, representatives, claims handling administrators, and reinsurers, and each of their respective predecessors and successors, whether known or unknown, and all persons or entities acting on behalf of, by, through or in concert with them.

**C. United National Policies**

The term “United National Policies” shall mean:

All policies of insurance and all certificates under said policies of insurance, whether known or unknown, issued or allegedly issued, by United National that actually or allegedly insure or otherwise provide insurance coverage for the County, including but not limited to, Premier Public Entity Package Policy No. CP 62684, effective for the period of December 1, 1993 to December 1, 1994.

**D. London Insurers**

The term “London Insurers” shall mean:

Certain Underwriters at Lloyd’s (as defined below), CX Reinsurance Company Limited, [formerly known as CNA International Reinsurance Company], and RiverStone Insurance (UK) Limited, as successor-in-interest to Sphere Drake Insurance Limited (formerly known as Sphere Drake Insurance PLC), and Companies doing business in the London Insurance Market who severally subscribed, each in its own proportionate share, to Certificate Nos. GHV 683/192 (including ISL 20220/ICO 30307) and GHV 683/193 (including ISL 20250/ICO 30337) for the periods effective from December 1, 1992 to December 1, 1993 and December 1, 1993 to December 1, 1994, respectively.

- (i) As used herein, the term “Certain Underwriters at Lloyd’s” shall mean all underwriters, members, or Names at Lloyd’s, London (including but not limited to former underwriters, members, or Names), as well as their reinsurers, successors or assigns, who, through their participation in any syndicates, severally subscribed, each in his or its own proportionate share, to Certificate Nos. GHV 683/192 (including ISL 20220/ICO 30307) and GHV 683/193 (including ISL20250/ICO 30337).
- (ii) As used herein, “Companies” shall mean the named corporate entities and all predecessors, successors, past, present and future subsidiaries, affiliates, holding companies, parent companies, merged companies, related companies, divisions and acquired companies, each of their respective directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint venturers, joint ventures, representatives, claims handling administrators, and pool companies, and each of their respective predecessors and successors, whether known or unknown, and all persons or entities acting on behalf of, by, through or in concert with them.

- (iii) All the past, present and future employees (if any), representatives, attorneys, and agents of the persons set forth in subsections (i) and (ii) above, and their respective predecessors and successors, if any, solely in such capacity;

**E. London Policies**

The term “London Policies” shall mean:

All policies of insurance and all certificates under said policies of insurance, whether known or unknown, issued or allegedly issued, by London Insurers that actually or allegedly insure or otherwise provide insurance coverage for the County, including but not limited to:

Certificate Nos. GHV 683/192 (including ISL 20220/ICO 30307) and GHV 683/193 (including ISL20250/ICO 30337) as well as all policies of insurance and all certificates under said policies of insurance, known or unknown, issued or allegedly issued, by the London Insurers that actually or allegedly insure or otherwise provide insurance coverage for the County.

**F. Insurance Company of the West**

The term “Insurance Company of the West” or “ICW” shall mean:

Insurance Company of the West and its past, present and future subsidiaries, affiliates, holding companies, parent companies, merged companies, related companies, divisions and acquired companies, each of their respective directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint venturers, joint ventures, representatives, claims handling administrators, and reinsurers, and each of their respective predecessors and successors, whether known or unknown, and all persons or entities acting on behalf of, by, through or in concert with them.

**G. ICW Policies**

The term “ICW Policies” shall mean:

All policies of insurance and all certificates under said policies of insurance, known or unknown, issued or allegedly issued, by ICW that actually or allegedly insure or otherwise provide insurance coverage for the County, including but not limited to:

- H.** Policy No. CSR 132 8428 effective period December 1, 1994-1995; Policy No. CSR 132 8428 01 effective period December 1, 1995-1996; Policy No. CSR 132 8428 02 effective period December 1, 1996-1997; Policy No. CSR 132 8428 03 effective period December 1, 1997-1998; Policy No. ESR 132 8429 effective period December 1, 1994-1995; Policy No. ESR 132 8429 01 effective period December 1, 1995-1996; Policy No. ESR 132 8429 02 effective period December 1, 1996-1997; Policy No. ESR 132 8429 03 effective period December 1, 1997-1998; Policy No. XPL 1495544 00 effective December 1, 1998-1999; and Policy No. XPL 1495544 01 effective December 1, 1999-2000 as well as all policies of insurance and all certificates under said policies of insurance, known or unknown,

issued or allegedly issued, by ICW that actually or allegedly insure or otherwise provide insurance coverage for the County.

**I. Person**

The term “Person” means an individual, a corporation, a partnership, a joint venture, an association, a trust, any other entity or organization, and any national, state or local governmental or quasi-governmental body or political subdivision, or any agency, department, board, or instrumentality thereof.

**J. Subject Insurance Policies**

“Subject Insurance Policies” shall mean any and all policies of insurance, known or unknown, issued or allegedly issued, by United National, London Insurers or ICW that actually or allegedly insure or otherwise provide insurance coverage for the County, as well as any and all policies of insurance and all certificates under said policies of insurance, known or unknown, issued or allegedly issued, that actually or allegedly insure or otherwise provide insurance coverage for the County for claims arising out of, in connection with, or relating to Gauger’s federal lawsuit, Gauger’s state lawsuit, and the Coverage Litigation.

**II. SETTLEMENT AMOUNTS**

- A. The Insurers agree to transfer to the County a total of \$700,000 (the “Settlement Amount”), as allocated and set forth in Paragraphs “B” and “C” below.
- B. United National and the London Insurers agree to transfer to the County their respective, allocated, several shares, based on their percentage as a subscribing interest in the Subject Insurance Policies, a total settlement amount of \$450,000, as set forth below:

<u>Participating Insurer</u>	<u>Share of Settlement Amount</u>
Certain Underwriters at Lloyd’s, London	\$415,394
CX Reinsurance Company Limited	\$9,900
RiverStone Insurance (UK) Limited	\$24,705
United National Insurance Company	\$1

- C. ICW agrees to transfer to the County a total settlement amount of \$250,000.
- D. No Insurers entitled to the benefits of this Agreement shall have any obligation to pay any amount owed by any other Insurers or Companies, names or entities that may be signatory to the Subject Insurance Policies. The Settlement Amounts are net of, and not subject to, any deductibles or retentions.
- E. The Insurers shall pay the County their respective shares of the Settlement Amount, as set forth above, within 45 (forty-five) days of execution of this

Agreement. The payments shall be made by either check, wire transfer, or as otherwise agreed upon by the Parties.

### **III. SEVERAL LIABILITY**

The County acknowledges that the obligations of the Insurers are several, and not joint. The County agrees that no Insurer entitled to the benefits of this Agreement shall be liable for any settlement amount allocable to any other Insurer. Accordingly, each identified Insurer agrees to pay only its individual, respective, allocated share of the Settlement Amounts as set forth in Part II of this Agreement. The County shall not seek to recover from any individual Insurer an amount in excess of its stated, respective, allocated share. Upon receipt of payment, the County shall be deemed to have released the Insurer making the payment pursuant to the terms of Section IV. below.

It is expressly understood by the Parties that California Union subscribed to a 10% share of one or more policies issued to the County and that California Union is not part of the London Insurers and is not being released under this Agreement for its respective, allocated share of liability to the County. The County further acknowledges that California Union's share, and any obligation it may have to the County, is several, not joint, and that the County may pursue California Union for its allocated and several share of liability under any policy or policies issued to the County, without prejudice to the rights and benefits to which the Insurers released pursuant to this Agreement are entitled.

### **IV. RELEASE AND DISMISSAL OF CLAIMS IN THE COVERAGE LAWSUIT:**

- A. Upon the County's receipt of each Insurer's allocated several share of the total Settlement Amount, the County (and any subsequently appointed trustee or representative), shall be deemed to remise, release, covenant not to sue and forever discharge the following: (i) the Insurer making such payment; (ii) each of that Insurer's present and former officers, directors, employees, partners, limited partners, shareholders, members, subsidiaries, affiliates, representatives, attorneys, agents and reinsurers (a) in such capacity and (b) in their individual capacity and; (iii) the respective heirs, executors, administrators, successors, assigns and reinsurers (as such) of any of the Persons identified in subparagraphs (i) and (ii) hereof as follows: from and against all manner of action, causes of action, suits, debts, accounts, promises, warranties, damages (including consequential and punitive), agreements, attorneys' fees, costs, expenses, claims or demands whatsoever, in law or in equity, whether presently known or unknown, asserted or unasserted, whether sounding in tort, contract, equity, bad faith, violation of alleged duty of good faith and fair dealing, or arising under the statutes or administrative regulations of any jurisdiction (including, without limitation, unfair claims practices and unfair trade practices acts), with respect to any and all past, present or future claims, of any type whatsoever, that the County ever had, now has, or hereafter may have (1) for insurance coverage, including both defense costs and indemnification claims, but only with respect to the Subject Insurance Policies as applied to matters or coverage arising out of, in connection with, or relating to Gauger's federal lawsuit, Gauger's state lawsuit, and the Coverage Litigation and (2) arising out of or relating to any act, omission,

representation, or conduct of any sort in connection with the Subject Insurance Policies but only as applied to matters arising out of, in connection with, or relating to Gauger's federal lawsuit, Gauger's state lawsuit, and the Coverage Litigation.

- B.** At the same time the Release described in Section IV.A. above becomes effective, the Insurers shall be deemed to remise, release, covenant not to sue and forever discharge: (i) each other and any other Companies, names or entities subject to this Release; (ii) the County; (iii) each of the County's or the other Insurer's present and former officers, directors, employees, partners, limited partners, shareholders, members, subsidiaries, representatives, attorneys and agents (a) in such capacity and (b) in their individual capacity; and (iv) the respective heirs, executors, administrators, successors, and assigns of any of the Persons identified in subparagraphs (i), (ii) and (iii) hereof as follows: from and against all manner of action, causes of action, suits, debts, accounts, promises, warranties, damages (consequential or punitive), agreements, self-insured retentions, deductibles, attorneys' fees, costs, expenses, claims or demands whatsoever, in law or in equity, whether presently known or unknown, asserted or unasserted, whether sounding in tort or in contract, or arising under the statutes or administrative regulations of any jurisdiction, with respect to any and all past, present or future claims of any type whatsoever, that the Insurers ever had, now have or hereinafter may have: (1) under the Subject Insurance Policies arising out of, in connection with, or relating to Gauger's federal lawsuit, Gauger's state lawsuit, and the Coverage Litigation.
- C.** It is the intention of the County to reserve no rights or benefits whatsoever under or in connection with the Subject Insurance Policies with respect to or arising from Gauger's federal lawsuit, Gauger's state lawsuit or the Coverage Litigation as against the Insurers, and to assure the Insurers their peace and freedom from such claims and from all assertions of rights in connection with such claims.
- D.** Upon the County's receipt of each Insurer's allocated several share of the total Settlement Amount, any and all rights, duties, responsibilities and obligations of those paying Insurers created by or in connection with the Subject Insurance Policies with respect to Gauger's federal lawsuit, Gauger's state lawsuit and the Coverage Lawsuit are hereby terminated.
- E.** The County acknowledges that this release expressly waives any and all rights under any federal or state statute or doctrine of common law which either: (1) narrowly construes releases purporting by their terms to release claims in whole or in part based upon, arising from, or related to such acts, omissions, matters, causes or things; or, (2) which restricts or prohibits the releasing of such claims.
- F.** The Parties shall each dismiss the others from the Coverage Litigation with prejudice, with the Parties to bear their own costs, expenses and attorneys' fees within fourteen (14) days of the County's receipt of payment by each Insurer of its allocated several share of the total Settlement Amount.

- G. The County agrees not to seek any further amounts from the Insurers, including any incurred defense expenses and any defense expenses necessary to conclude the settlement of the Coverage Litigation or any other expenses related to Gauger's federal lawsuit or Gauger's state lawsuit.

V. **REPRESENTATIONS, WAIVER AND ASSIGNMENT OF SUBROGATION AND CONTRIBUTION RIGHTS AND INDEMNIFICATION**

- A. It is the intention of the Parties to this Agreement that the Insurers shall have no further financial obligation of any kind with respect to Gauger's federal lawsuit, Gauger's state lawsuit, the Coverage Litigation and/or any other claims arising out of or related to these lawsuits or the County's investigation, prosecution and failure to properly maintain, store and provide evidence related to Gauger and arising out of or related to these activities.
- B. The County represents and warrants to the Insurers that it has not, and will not, assign or transfer or subrogate, to any other Person or entity any claim or right it has under the Subject Insurance Policies arising out of, or relating to, Gauger's federal lawsuit, Gauger's state lawsuit, or the Coverage Litigation. In the event one or more of the Insurers is required to respond to a claim arising out of or relating to Gauger's federal lawsuit, Gauger's state lawsuit or the Coverage Litigation by a Person or entity claiming to be an insured under the Subject Insurance Policies or claiming to have a right assigned, transferred, or subrogated by the County, then the County will defend, indemnify and otherwise hold the Insurers harmless with respect of any such claim. The County will also assist and cooperate with the Insurers in the defense of any such claim, including providing the necessary affidavits or testimony to support the release and representations in this Agreement. The Parties also agree to cooperate in obtaining a good faith finding of settlement from the court in the Coverage Litigation upon dismissal of the matters subject to this Agreement.
- C. With the exception of claims against reinsurers of the Insurers, in their capacity as such, the Insurers agree that they shall not pursue indemnity, subrogation, reimbursement or contribution of the Settlement Amounts or any part thereof, from each other, or from any other Companies, names or entities that may be signatory to the Subject Insurance Policies. Nothing herein releases or creates rights in favor of California Union. To the extent the County settles with any of its other insurance carriers, or any other third party, and provided that any such Persons or entities have waived any indemnity, subrogation, contribution and reimbursement rights against the Insurers, the Insurers agree to reciprocally waive any rights the Insurers may have against those Persons or entities.

VI. **FAIR AND REASONABLE SETTLEMENT AND REASONABLY EQUIVALENT VALUE**

The Parties acknowledge and agree that: (i) this Agreement was bargained for and entered into in good faith and as the result of arms-length negotiations; (ii) based on their respective independent assessments, with the assistance and advice of counsel, of the probability of success,

the complexity, the potential delay in obtaining relief, and the potential expense of maintaining Coverage Litigation and/or pursuing contribution or indemnity claims, the payments received by the County pursuant to this Agreement constitute a fair and reasonable settlement of the County's claims against the Insurers; (iii) the payments and other benefits received under this Agreement constitute reasonably equivalent value for the release, indemnity and other benefits received by the Insurers under this Agreement; and (iv) this Agreement constitutes a full and final adjudication of all issues pertaining to the Subject Insurance Policies with respect to all past, present and future potential claims relating to Gauger's federal lawsuit, Gauger's state lawsuit and the Coverage Litigation. The Parties acknowledges that each has been advised by its attorneys that the payments and the benefits each will receive under this Agreement constitutes reasonably equivalent value, as such term is used in Section 548 of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") and as such term is used in Sections 4 and 5 of the Uniform Fraudulent Transfer Act, in exchange for the release and other consideration they are granting the Insurers under this Agreement.

## **VII. CO-OPERATION**

The County will undertake all reasonable actions to co-operate with the Insurers in connection with their respective reinsurers, including responding to reasonable requests for information and meeting with representatives of reinsurers.

## **VIII. NON-PREJUDICE AND CONSTRUCTION OF AGREEMENT**

- A.** This Agreement is intended to be and is a compromise between the Parties and shall not be construed as an admission of coverage under the Subject Insurance Policies nor shall this Agreement or any provision hereof be construed as a waiver, modification or retraction of the positions of the Parties with respect to the interpretation and application of the Subject Insurance Policies.
- B.** This Agreement is the product of informed negotiations and involves compromises of the Parties' previously stated legal positions. Accordingly, this Agreement does not reflect upon the Parties' views as to rights and obligations with respect to matters or Persons outside the scope of this Agreement. This Agreement is without prejudice to positions taken by the Insurers with regard to other insureds, and without prejudice with regard to positions taken by the County with regard to other insurance carriers. Other than for the sole and limited purpose described in paragraph V.C., the Parties specifically disavow any intention to create rights in third parties under or in relation to this Agreement.
- C.** This Agreement is the jointly drafted product of arms-length negotiations between the Parties with the benefit of advice from counsel, and the Parties agree that it shall be so construed. As such, neither party will claim that any ambiguity in this agreement shall be construed against the other party.

## **IX. NO MODIFICATION**

No change or modification of this Agreement shall be valid unless it is made in writing and signed by the Parties.

**X. EXECUTION**

There will be signed originals of this Agreement, which may be executed in counterparts. For purposes of this Agreement, facsimile and PDF copy signatures shall constitute original signatures.

**XI. GOVERNING LAW**

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Illinois. Nothing herein shall preclude or limit the Parties' positions as to the law governing coverage issues for any other claim.

**XII. NOTICES**

Unless another person is designated, in writing, for receipt of notices hereunder, notices to the respective Parties shall be sent to the following person or entity:

THE COUNTY

Scott Hartman  
Risk Manager  
McHenry County Government Center  
2200 N. Seminary Ave.  
Woodstock, IL 60098

With a copy to:

George M. Hoffman  
Assistant State's Attorney  
McHenry County State's Attorney's Office  
2200 North Seminary Avenue  
Woodstock, Illinois 60098

UNITED NATIONAL

Mr. Stephen Reilly  
Claims Manager  
Global Indemnity Group Inc.  
P.O. Box 532  
Willow Grove, PA 19090

THE LONDON INSURERS:

Anthony O'Hanlon  
ACE European Group Limited  
The ACE Building  
100 Leadenhall Street  
London EC3A 3BP, England

Paul Bastien  
Xchanging Claims Services, Ltd.  
34 Leadenhall Street  
London EC3A 1AX

Samuel Barlow-Bignell

RiverStone Insurance Limited  
2nd Floor – Mint House  
77, Mansell Street  
London, E1 8AF

Brett Powell  
Pro Insurance Solutions. Ltd.  
Washington House  
35 Seething Lane  
London, EC3N 4AH

Martin Futter LLB (Hons) PGDip (LPC)  
Account Manager  
Resolute Management Ltd  
London Underwriting Centre  
6th Floor, 3 Minster Court  
Mincing Lane  
London EC3R 7DD

With a copy to:

David M. Dolendi, Esq.  
Sedgwick LLP  
One North Wacker Drive  
Suite 4200  
Chicago, IL 60606

INSURANCE COMPANY OF THE WEST

David Reilly  
Insurance Company of the West  
P.O. Box 85563  
San Diego, California 92186- 5563

With copy to:

Brian A. O’Gallagher  
Kristina M. Beck  
Cremer Spina  
1 N. Franklin, 10<sup>th</sup> Floor  
Chicago, IL 60606

### **XIII. INTEGRATION**

This Agreement constitutes the entire Agreement between the Parties, with respect to the subject matter hereof, and supersedes all discussions, agreements and understandings, both written and oral, among the Parties with respect thereto.

### **XVII. SEVERABILITY**

It is understood and agreed that if any one or more of the provisions or part of any provision contained in this Agreement shall be held to be unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be fully binding.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives. The London Insurers have respectively designated Sedgwick LLP as their attorneys-in-fact for the limited purpose of executing this Agreement on their behalf with express authority to do so.

Signed:

\_\_\_\_\_  
THE COUNTY OF McHENRY

By:

\_\_\_\_\_  
Duly authorized to act on behalf of the County

Date:

\_\_\_\_\_  
Subscribed and Sworn to before me  
this \_\_ day of October, 2014.

\_\_\_\_\_  
Notary Public

Signed:

\_\_\_\_\_  
UNITED NATIONAL

By:

\_\_\_\_\_  
Duly authorized to act on behalf of United National

Date:

\_\_\_\_\_  
Subscribed and Sworn to before me  
this \_\_ day of October, 2014.

\_\_\_\_\_  
Notary Public

Signed:

\_\_\_\_\_

\_\_\_\_\_  
THE LONDON INSURERS

By:

\_\_\_\_\_  
Duly authorized to act on behalf of the London Insurers

Date:

\_\_\_\_\_  
Subscribed and Sworn to before me  
this \_\_ day of October, 2014.

\_\_\_\_\_  
Notary Public

Signed:

\_\_\_\_\_  
INSURANCE COMPANY OF THE WEST

By:

\_\_\_\_\_  
Duly authorized to act on behalf of ICW

Date:

\_\_\_\_\_  
Subscribed and Sworn to before me  
this \_\_ day of October, 2014.

\_\_\_\_\_  
Notary Public