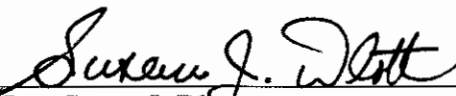


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

THE SOCIETY OF LLOYD'S, : **Case No. 1:06-CV-286**
:
:
Plaintiff, :
:
: **Judge Dlott**
vs. :
:
:
ALFRED A. MOORE AND BETTY R. MOORE REVOCABLE TRUST, et al. : **STIPULATED ENTRY OF PERMANENT**
: **INJUNCTION AND DISMISSAL WITH**
: **PREJUDICE (SETTLEMENT**
: **AGREEMENT ATTACHED)**
Defendants. :
:

Come now the parties, through their respective counsel, who sign below and stipulate that this action is hereby dismissed with prejudice under the terms and provisions contained in the attached Settlement Agreement, Agreed Permanent Injunction and Mutual Release of All Claims ("Settlement Agreement"). The parties intend for this Stipulated Entry not merely to refer to the attached Settlement Agreement but also to incorporate explicitly all the provisions of the attached Settlement Agreement, and in this respect to satisfy the requirements of *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375 (1994) for retaining federal jurisdiction. This Court retains jurisdiction to enforce the Settlement Agreement and this Order. A breach of the Settlement Agreement will constitute a breach of this Order.

SO STIPULATED AND ORDERED, this 12th day of January 2007.



Hon. Susan J. Dlott
United States District Judge

Have seen, agreed and stipulated on behalf of their respective clients:

/s/ J. Robert Linneman, by email authority December 28, 2006

J. Robert Linneman (0073846)
Santen and Hughes
Suite 3100
312 Walnut Street
Cincinnati, Ohio 45202-4059
(513) 852-5998
Fax (513) 721-0109
Attorney for Plaintiff

/s/ Pierce E. Cunningham

Pierce E. Cunningham (0025233)
David W. Burleigh (0065225)
3500 Carew Tower
441 Vine Street
Cincinnati, Ohio 45202-3007
(513) 639-7685
fax (513) 639-7684
dburleigh@dbllaw.com
Attorneys for Defendants

109197.1

**SETTLEMENT AGREEMENT, AGREED PERMANENT INJUNCTION AND MUTUAL
RELEASE OF ALL CLAIMS**

WHEREAS, The Society of Lloyd's ("Lloyd's") is a Plaintiff in a lawsuit in the United States District Court for the Southern District of Ohio, Western Division ("Southern District"), captioned *The Society of Lloyd's v. Alfred A. Moore and Betty R. Moore Revocable Trust, et al.*, Case No. 1:06-CV-286 (the "Vacatur Action"); and

WHEREAS, the Defendants in the Vacatur Action are the Alfred A. Moore and Betty R. Moore Revocable Trust ("Moore Trust"), Alfred A. Moore ("Alfred Moore"), Betty R. Moore as Trustee of the Moore Trust ("Betty Moore") and Lea Adkins Ward ("Lea Ward");

WHEREAS, in March 2004, Lloyd's sued Lea Ward to recognize and collect in the United States of America a foreign judgment entered against Lea Ward in England in March 1998, Case No. 1:04-CV-191 (the "Recognition Action"); and

WHEREAS, in January 2005, Lloyd's filed a lawsuit for common law fraud and fraudulent transfer under the Ohio Uniform Fraudulent Transfer Act, in which Lloyd's ended up suing: Lea Ward; Alfred Moore; Betty Moore; Paul G. Sittenfeld as Trustee of the Moore Trust ("Sittenfeld"); Donald Mellott, Jr. as trustee of a 1985 Crummey trust ("Mellott"); Thomas Emery's Sons, LLC ("TES"); and Shadow Hill I, LLC ("Shadow Hill"), Case No. 1:05-CV-32 (the "Fraud Action"); and

WHEREAS, Sittenfeld, Mellott, TES and Shadow Hill were dismissed from the Fraud Action;

WHEREAS, Lloyd's received payment of \$170,000 to settle its claims against Lea Ward in the Recognition Action, and on March 1, 2006, Lloyd's put on an Entry of Satisfaction of Judgment in the Recognition Action, indicating that Lloyd's had been paid in full in the Recognition Action; and

WHEREAS, after the Court in the Fraud Action entered summary judgment on all claims except Lloyd's statutory fraudulent transfer claim, Lloyd's agreed to subject its remaining claim to a hybrid arbitration-mediation before Lawrence A. Glassmann, an attorney, arbitrator and mediator, under a contract titled "Arbitration and Mediation Agreement" (attached as Exhibit A to this Agreement);

WHEREAS, the parties arbitrated and mediated the Fraud Action before Mr. Glassmann, and on February 21, 2006, Mr. Glassmann revealed his decision under the Arbitration and Mediation Agreement in which he found: (1) there was no fraudulent transfer by Lea Ward, Alfred Moore or Betty Moore; and (2) Lloyd's owed Lea Ward, Alfred Moore and Betty Moore \$6,400.00 in arbitration expenses; and

WHEREAS, the Fraud Action was dismissed with prejudice; and

WHEREAS, on March 1, 2006, Chief Judge Sandra Beckwith of the Southern District put on an Agreed Entry of Dismissal With Prejudice of the Fraud Action, which Lloyd's authorized and agreed to; and

WHEREAS, notwithstanding the dismissal with prejudice of the Fraud Action, on May 15, 2006, Lloyd's filed the Vacatur Action and sought to have the Southern District vacate Mr. Glassmann's arbitration decision in the Fraud Action; and

WHEREAS, Lea Ward, Alfred Moore and Betty Moore filed motions in the Vacatur Action for sanctions against Lloyd's and its counsel, and for summary judgment; and

WHEREAS, the parties agree, under the terms set forth in this document, to a full settlement of their differences;

NOW, THEREFORE, the parties agree as follows:

1. As used in this Agreement:

(A) "Claim" or "Claims" means any and all known or unknown charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, fees and expenses that arose or could have arisen as of the date of execution of this Agreement.

(B) "Releasee" or "Releasees" means:

(i) with respect to Lea Ward: Lea Ward individually; Lea Ward as trustee; Brady Ward; Wade Ward; Dora Ward; Paul Sittenfeld; Donald Mellott; TES; Shadow Hill; all companies, limited liability companies, corporations, partnerships, trusts and other such entities in which Lea Ward has or some day may have an interest; all assets of Lea Ward; all agents, successors, assigns, executors, current and former representatives, trustees, accountants, and attorneys; and all other persons and entities acting by, through, under or in concert with them;

(ii) with respect to Alfred Moore: Alfred Moore individually; Alfred Moore as trustee; William L. Whitehouse III; Jeremiah R. Moore; Amy S. Moore; Paul Sittenfeld, Donald Mellott; TES; Shadow Hill; all companies, limited liability companies, corporations, partnerships, trusts and other such entities in which Alfred Moore has or some day may have an interest; all assets of Alfred Moore; all agents, successors, assigns, executors, current and former representatives, trustees, accountants, and attorneys; and all other persons and entities acting by, through, under or in concert with them;

(iii) with respect to Betty Moore: Betty Moore individually; Betty Moore as trustee; William L. Whitehouse III; Jeremiah R. Moore; Amy S. Moore; Paul Sittenfeld; Donald Mellott; TES; Shadow Hill; all companies, limited liability companies, corporations, partnerships, trusts and other such entities in which Betty Moore has or some day may have an interest; all assets of Betty Moore; all agents, successors, assigns, executors, current and former representatives, trustees, accountants, and attorneys; and all other persons and entities acting by, through, under or in concert with them;

(iv) with respect to Lloyd's: The Society of Lloyd's; all successors, assigns, current and former representatives, and attorneys; and all other persons and entities acting by, through, under or in concert with them.

2. Lloyd's represents and warrants that it knows of no other existing or impending litigation, to which Lloyd's is or will be a party, against Lea Ward, Alfred Moore, Betty Moore or any of their Releasees.

3. Lloyd's agrees to be, and hereby is, permanently enjoined and restrained from filing any type of legal action, ever again, anywhere in the world, asserting any Claim against Lea Ward, Alfred Moore, or Betty Moore, or any of their respective Releasees. This agreed permanent injunction shall carry the same force and effect as if entered as a permanent injunction by the Southern District. This agreed permanent injunction shall be binding not only on Lloyd's but also on its agents, employees, administrators, representatives, successors, assigns, attorneys and all other persons and entities acting by, through, under or in concert with Lloyd's, who receive actual notice of the order by personal service or otherwise.

4. No later than December 22, 2006, Lloyd's shall pay Alfred Moore \$73,948.03 in cash, which sum reflects \$67,548.03 in attorney fees and costs of the Defendants in the Vacatur Action, and \$6,400.00 in unreimbursed arbitration expenses in the Fraud Action.

5. Upon payment of the \$73,948.03 by Lloyd's, the parties shall attach the executed Agreement to a Stipulated Entry of Permanent Injunction and Dismissal With Prejudice, which shall be filed with the Southern District dismissing the Vacatur Action with prejudice.

6. The terms and provisions of this Agreement shall not be confidential.

7. The parties acknowledge it would be impossible to measure or prove in money the damages Lea Ward, Alfred Moore, Betty Moore or their respective Releasees would incur if Lloyd's were to breach the agreed permanent injunction provisions of this Agreement. Accordingly, if Lloyd's, or any person or entity on its behalf, breaches this Agreement by violating the agreed permanent injunction provisions of this Agreement, the Southern District shall enforce this Agreement under the Court's contempt power and with recourse to all applicable law, including but not limited to Fed.R.Civ.Pro. 11 and 28 U.S.C. 1927. The parties hereby confer this enforcement power on the Southern District in lieu of a liquidated damages clause to enforce the agreed permanent injunction provisions.

8. Lloyd's hereby cancels any other debts or obligations that Lea Ward, Alfred Moore, Betty Moore or their respective Releasees may owe to Lloyd's. The parties acknowledge that this Agreement has no effect on obligations or rights created by a certain Equitas Reinsurance and Runoff Contract to which certain parties and Lloyd's are parties under English law (other than as to the premium owed under the Contract, which for avoidance of doubt is hereby cancelled).

9. In all other respects not inconsistent with this Agreement, the parties hereby reaffirm the provisions of the Arbitration and Mediation Agreement.

10. In consideration of the provisions of this Agreement, Lloyd's hereby releases fully and completely Lea Ward, Alfred Moore, Betty Moore, the Moore Trust and all their Releasees from any and all Claims of any nature whatsoever (including but not limited to claims for common law fraud and statutory fraudulent transfer), past or present, pending or not pending, known or unknown, foreseen or unforeseen, which Lloyd's has or holds, or alleges to have or hold, or believes to have or hold, or which Lloyd's at any time in the past had or held, or alleged to have or hold, or believed to have or hold, against Lea Ward, Alfred Moore, Betty Moore, the Moore Trust or any Releasee.

11. In consideration of the provisions of this Agreement, Lea Ward, Alfred Moore, Betty Moore and the Moore Trust hereby release fully and completely Lloyd's and all its Releasees from any and all Claims of any nature whatsoever, past or present, pending or not pending, known or unknown, foreseen or unforeseen, which Lea Ward, Alfred Moore, Betty Moore or the Moore Trust has or holds, or alleges to have or hold, or believes to have or hold, or which Lea Ward, Alfred Moore, Betty Moore or the Moore Trust at any time in the past had or held, or alleged to have or hold, or believed to have or hold, against Lloyd's or any of its Releasees.

12. Lloyd's agrees not to be a party to any matter or proceeding of any kind asserting any Claim against Lea Ward, Alfred Moore, Betty Moore, the Moore Trust or any Releasee. Lloyd's agrees not to assist or cooperate in any way with any other person or entity in any matter or proceeding of any kind against Lea Ward, Alfred Moore, Betty Moore, the Moore Trust or any Releasee, except if Lloyd's is served with a subpoena or order of a court, or as Lloyd's is required by law.

13. This Agreement shall be binding upon the parties, their agents, employees, administrators, representatives, executors, successors, assigns, and attorneys.

14. Each signatory to this Agreement represents and warrants, by his respective signature, that he has full and actual authority to bind the entity on whose behalf he signs to the terms and conditions of this Agreement, and that he consents to all provisions of this Agreement freely, voluntarily, after the opportunity to consult an attorney, and with full knowledge and understanding of the Agreement's contents.

15. This Agreement is made and entered into in the State of Ohio, and in all respects shall be interpreted, enforced and governed by the laws of the State of Ohio, without reference to its conflicts of laws principles. Notwithstanding execution of this Agreement and an entry of dismissal of the Vacatur Action in the Southern District, the Southern District is hereby vested contractually by the parties with jurisdiction to enforce this Agreement, and the Southern District hereby retains jurisdiction to enforce this Agreement.

16. The recitals at the beginning of this Agreement are hereby integrated fully into this Agreement.

17. This Agreement sets forth the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter of the Agreement. This Agreement supersedes all other agreements, whether oral or written, between the parties to this Agreement and with respect to the subject matter of this Agreement.

18. In the event that any provision of this Agreement is deemed invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision.

19. This Agreement may be signed by counterparts, which when combined together shall constitute a fully executed original.

SIGNED, this 5th day of ^{December,} ~~November~~, 2006.

Alfred A. Moore

(Signature)

Alfred A. Moore

(Name Typed or Printed)

Defendant

(Title)

Betty R. Moore

(Signature)

Betty R. Moore

(Name Typed or Printed)

Defendant

(Title)

Lea A. Ward

(Signature)

Lea A. Ward

(Name Typed or Printed)

Defendant

(Title)

The Society of Lloyd's

By: N.P. Demery
(Signature)

Nicholas P. Demery

(Name Typed or Printed)

Solicitor

(Title)

Attestation of Mr. Demery's signature:

Paul Martin
(Signature)

PAUL MARTIN

(Name Typed or Printed)

Solicitor

(Title)

Alfred A. Moore

Alfred A. Moore
(Signature)

Alfred A. Moore
(Name Typed or Printed)

Defendant
(Title)

Betty R. Moore

Betty R. Moore
(Signature)

Betty R. Moore
(Name Typed or Printed)

Defendant
(Title)

Lea A. Ward

Lea A. Ward
(Signature)

Lea A. Ward
(Name Typed or Printed)

Defendant
(Title)

The Society of Lloyd's

By: _____
(Signature)

Nicholas P. Demery
(Name Typed or Printed)

Solicitor
(Title)

Attestation of Mr. Demery's signature:

(Signature)

(Name Typed or Printed)

Solicitor
(Title)

**Alfred A. Moore and Betty R. Moore
Revocable Trust**

Betty R. Moore
(Signature)

Betty R. Moore
(Name Typed or Printed)

Trustee
(Title)

109196.6

ARBITRATION AND MEDIATION AGREEMENT

WITNESS this Arbitration Agreement made and entered into as of the 1st day of February, 2006, by and among The Society of Lloyd's ("Lloyd's"), Lea A. Ward ("Ward"), Betty R. Moore, Trustee ("Trustee") of the Alfred A. Moore and Betty R. Moore Revocable Trust ("Moore Trust"), and Alfred Moore ("Mr. Moore").

WHEREAS, Lloyd's has obtained a judgment against Ward in the approximate amount of Five Hundred Ninety Thousand Dollars (\$590,000.00) resulting from the domestication of an English Judgment (the "Domesticated English Judgment"); and

WHEREAS, Lloyd's filed suit in the U.S. District Court, Southern District of Ohio, Case No. 1:05-CV-32 (the "Case") against Ward, Mrs. Moore as Trustee, Mr. Moore (collectively, the "Respondents") and others claiming that the transfer of a house at 9600 Tall Trail, Cincinnati, Ohio constituted fraudulent transfer(s) under Ohio law; and

WHEREAS, all Defendants other than Ward, Mrs. Moore as Trustee and Mr. Moore have been dismissed from the Case and are not parties to this Arbitration Agreement; and

WHEREAS, Respondents deny that the transfer of the house at 9600 Tall Trail was a fraudulent transfer within the meaning of applicable law;

WHEREAS, the parties hereto wish to avoid expensive and protracted litigation with respect to the issue raised herein; and

WHEREAS, the parties hereto wish to participate in binding, non-appealable arbitration, to be followed by mediation, to resolve all issues and claims arising from the Case and the collection of the Domesticated English Judgment against Ward.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency and adequacy of which as consideration are hereby acknowledged, the parties hereto hereby agree as follows:

1. Claims Against Ward. In exchange for, and upon payment of, One Hundred Seventy Thousand Dollars (\$170,000.00) to Lloyd's, Lloyd's agrees to stop all collection proceedings against Ward on the Domesticated English Judgment, to execute and file an entry of satisfaction of judgment for the Domesticated English Judgment action (United States District Court, Southern District of Ohio, Case No. 1:04-CV-191) and to dismiss with prejudice its Hamilton County Common Pleas action against Ward, (Hamilton County Common Pleas Case No. EX 0501064). These steps by Lloyd's shall not constitute a release by Lloyd's of its claims against Mrs. Moore as Trustee or Mr. Moore for fraudulent transfer of 9600 Tall Trail, which claims will be arbitrated and mediated as set forth herein. Ward shall remain a party to the Case in order for Lloyd's to put on its case at the arbitration with respect to Ward as transferor of 9600 Tall Trail, and Respondents hereby waive any argument or claim that there is no fraudulent transfer as a result of the settlement and release set forth in this agreement, but Ward's participation as a witness at the arbitration shall not result in any further collection activities by Lloyd's against Ward. Upon payment of the One Hundred Seventy Thousand Dollars

(\$170,000.00) to Lloyd's, Lloyd's will take no additional collection actions, at any time now or in the future, against Ward. Payment of the amount of One Hundred Seventy Thousand Dollars (\$170,000.00) pursuant to this paragraph shall be non-refundable. Mr. Moore agrees to make this payment in immediately collectible funds on or before February 8, 2006. Lloyd's will promptly issue Mr. Moore a receipt for payment of these funds.

2. Claims. All claims ("Claims") which have been raised or could have been raised in the Case, and all claims asserted by any party with respect to the Domesticated English Judgment ("Claim" or "Claims"), shall be deemed released and disposed of pursuant to this Agreement, and no party hereto shall make or assert any claim against any other party hereto with respect to the Claims, or any claims resulting from the Claims. It is the intention of the parties that all claims relating to the Case and the Domesticated English Judgment be finally arbitrated and mediated as set forth herein, and that no party shall make any Claim against the other except as set forth herein.

3. Arbitration. Prior to the mediation described in the next paragraph, all Claims shall be decided via arbitration as set forth herein. The arbitration shall be final and binding, and shall not be subject to review or appeal. Each party hereto waives any and all right to make or assert any Claim or Claims other than as set forth herein, and waives any and all rights to venue, jurisdictional or similar defenses, and further waives its right to a trial by jury or trial before a Court with respect to any Claim. The decision of the Arbitrator shall be written and signed by the Arbitrator. Any such decision shall be enforceable in any state or federal court in the United States. The expenses of such enforcement, including attorney fees, shall be paid by the party against whom enforcement is sought. Lawrence Glassmann shall conduct the arbitration and mediation described herein. Mr. Glassman hereby accepts the role of Arbitrator and Mediator as set forth herein. The arbitration and mediation is tentatively scheduled for February 9th and 10, 2006.

4. Mediation. At the end of the arbitration, the Arbitrator will make his decision but will not disclose any party hereto his decision until and unless the parties reach an impasse in the mediation. The parties will commence mediation, which shall continue as long as both parties consider it to be productive. ~~During this process, the Arbitrator may, without revealing his verdict, discuss what he perceives to be the weaknesses and strengths of each party's respective case.~~ The parties by unanimous consent may decide to adjourn the mediation and resume it on a later day. In the event any party hereto deems the mediation efforts to be unproductive and unlikely to lead to a settlement, the party may withdraw from the mediation process at any time, and such withdrawal shall not in any way prejudice or affect the decision the Arbitrator reached privately in the arbitration proceeding. In that event, upon any party determining it cannot reach a mediated settlement, the Arbitrator then shall immediately disclose to all parties the decision he privately reached in the arbitration proceeding.

Deleted: of

5. Expenses of the Arbitrator and Arbitration. All expenses of the arbitration contemplated hereby, including Arbitrator fees, conference room rental, deposits and other expenses charged by the Arbitrator shall initially be paid equally by Lloyd's, on the one hand, and the Respondents on the other hand. Each party hereby agrees to promptly pay all amounts billed, invoiced, or required by the Arbitrator. If Respondents are the prevailing parties hereunder, Lloyd's shall immediately remit to them all amounts the Respondents have paid pursuant to this paragraph. If Lloyd's is the prevailing party, Mr. Moore shall immediately remit

to Lloyd's all amounts it has paid pursuant to this paragraph.

6. Effect of Arbitrator's Decision. In the event that the Arbitrator determines that the Respondents are the prevailing parties, he shall so indicate, in writing, and shall direct Lloyd's to pay to Mr. Moore the fees of arbitration, as set forth in Paragraph 5 above. If the Arbitrator determines that Lloyd's is the prevailing party, he shall so indicate, in writing, and shall direct Mr. Moore and/or U.S. Bank to pay to Lloyd's the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00), and shall direct Mr. Moore to pay the expenses of arbitration as set forth in Paragraph 5 above. In addition, if the Arbitrator determines that punitive damages and/or attorney fees are warranted in favor of either party pursuant to applicable law, the Arbitrator shall direct the party against whom such fees and/or damages are awarded to pay such fees and/or damages to the party to whom the Arbitrator awarded them. If necessary, the Arbitrator may decide to hold additional hearings to determine the extent of such fees and/or damages.

7. Funds Held by U.S. Bank. Upon the signing of this Agreement, on or before February 7, 2006, Mr. Moore will deposit with U.S. Bank in a segregated account the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00) with directions that such amount be paid at the direction of the Arbitrator. Mr. Moore will further cause U.S. Bank to acknowledge receipt of the funds and indicate its irrevocable obligation to distribute the funds per the Arbitrator's decision. All such documentation shall be to the satisfaction of the Arbitrator, in the exercise of his reasonable judgment.

8. Issue to be decided. The issue to be decided by the Arbitrator is whether the transfer or series of transfers of Ward's previous residence at 9600 Tall Trail, Cincinnati, Ohio constitutes a fraudulent transfer under the Ohio Uniform Fraudulent Transfer Act (the "Act"), if so whether Lloyd's is entitled to attorney fees and/or punitive damages as a result of such transfer and subsequent litigation, and if not, whether the Respondents are entitled to attorney fees and/or punitive damages for frivolous litigation by Lloyd's. The Arbitrator will not determine the amount of any damage resulting from any fraudulent transfer (except for attorney fees and punitive damages as set forth below) but will only decide whether the transfer(s) were fraudulent transfers under the Act. Accordingly, if the Arbitrator determines that the transfer did not constitute a fraudulent conveyance, then the Respondents shall be deemed the prevailing party, the Respondents shall owe nothing further to Lloyd's, and Lloyd's will reimburse Respondents for their arbitration expenses pursuant to Paragraph 5 and any attorney fees and/or punitive damages as determined by the arbitrator pursuant to Paragraph 6. If the Arbitrator determines that the transfer constituted a fraudulent transfer under applicable law, he shall order Mr. Moore to pay the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00) to Lloyd's, and shall direct U.S. Bank to release such funds to Lloyd's in satisfaction of this amount. In addition, if Lloyd's is determined to be the prevailing party, the Arbitrator shall determine whether Lloyd's is entitled to its attorney fees and/or punitive damages and, if so, the extent of such additional fees and/or damages, and may order an additional hearing in order to determine the amount of such fees and/or damages. The form of the Arbitrator's award is attached hereto as Exhibit A.

9. Location and Duration. The arbitration shall be conducted in Cincinnati, Ohio at a place agreeable to all parties or, failing such agreement, at a site selected by the Arbitrator.

The arbitration shall be scheduled for a minimum of two (2) consecutive days, subject to extension if the Arbitrator feels that an extension is necessary or appropriate.

10. Method. Except as specifically limited herein, the arbitration and mediation shall be conducted by the Arbitrator who, in his sole discretion, shall decide what evidence is admissible as well as the weight and relevance of all evidence presented. All parties hereto consent to the use of any document attached to any pleading or deposition without the need for further authentication of the document. The Arbitrator shall have all rights granted to him pursuant to the Federal Arbitration Act including, without limitation, the right to issue subpoenas to parties and non-parties.

11. Witnesses. Evidence may be presented by both live testimony and documents. Ward and Mr. Moore agree to be available for testimony as if on cross-examination during the presentation by Lloyd's of its case. The parties further agree that no representative of Lloyd's will be required to attend the arbitration, although a representative shall be made available during the mediation portion of the proceedings.

12. Failure to Participate. In the event either party fails to participate in the arbitration in accordance with the terms herewith, the party or parties which continue to participate may, at its option, either treat this Agreement as void *ad initio*, or may proceed with the arbitration as set forth herein without the participation of the other party. Any decision rendered by the Arbitrator shall carry the same weight, force and effect as if both parties had continued to participate in the arbitration. The Arbitrator shall have complete and final control in conducting the arbitration contemplated hereby, in deciding all matters with respect thereto including, without limitation, all matters concerning discovery disputes and dispositive motions, and in all other matters arising from or related to this arbitration or a Claim or Claims. All decisions of the Arbitrator, including interim decisions as described herein, are final, binding, and non-appealable.

13. Release of All Claims Upon Completion of Arb/Med Proceedings. Upon completion of a negotiated settlement in the Mediation, or upon the Arbitrator making known his decision in the event the parties cannot agree in Mediation, and upon payment of all monies found due and owing under either a negotiated settlement or decision by the Arbitrator, Lloyd's and Respondents will dismiss the Case with prejudice and execute a full release and hold harmless of all Claims against the other.

14. Discovery. The parties agree and acknowledge that all discovery with respect to the matters set forth herein has been completed, and neither party will seek additional discovery.

15. Powers, Rights and Obligations of Arbitrator. The Arbitrator shall decide the issues set forth herein according to the laws of the State of Ohio, excluding its conflict of laws principles. Any dispute concerning how this agreement was formed, or how it is to be applied, interpreted or enforced will be decided by the Arbitrator only. The Arbitrator shall not be deemed a necessary party in any judicial proceedings relating to the arbitration or to this Agreement, and the Arbitrator shall not be liable to any party for any act or omission in connection with an arbitration or mediation conducted pursuant to this Agreement.

16. Good Faith; Further Assurances; Further Cooperation. The parties to this Agreement shall in good faith undertake to perform their obligations under this Agreement, to satisfy all conditions and to cause the transactions contemplated by this Agreement to be carried out promptly in accordance with the terms of this Agreement. Upon the execution of this Agreement the parties hereto shall do such things as may be reasonably requested by the other party in order more effectively to cause the arbitration and mediation contemplated herein to be efficiently and timely conducted.

17. Notices. All notices, communications and deliveries under this Agreement shall be made in writing signed by the party making the same, shall specify the section of this Agreement pursuant to which it is given, and shall be deemed given on the date delivered if delivered in person, by facsimile, or by a recognized overnight delivery service, or on the third (3rd) business day after mailed if mailed first-class mail (with postage prepaid) as follows:

If to Lloyd's:

Nicholas P. Demery
The Society of Lloyd's
One Lime Street
London EC3M, 7HA
United Kingdom
Facsimile: 020 7327 5502

With a copy to:

Charles E. Reynolds, Esq.
312 Walnut Street, Suite 3100
Cincinnati, Ohio 45202
Facsimile: 513/852-5969

If to Respondents:

Betty R. Moore
9550 Tall Trail
Cincinnati, Ohio 45242

Lea Ward
9991 Alydar
Cincinnati, Ohio 45242

Alfred Moore
9550 Tall Trail
Cincinnati, Ohio 45242

With a copy to:

Pierce E. Cunningham, Esq.
c/o 3500 Carew Tower
441 Vine Street
Cincinnati, OH 45202
Facsimile: 513/241-4551

or to such other representative or to such other address as the parties hereto may furnish to the other parties in writing.

18. Captions; Definitions. The titles or captions of articles, sections or subsections contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

19. Controlling Law; Amendment; Waiver; Remedies Cumulative. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, exclusive of choice of laws provisions, and any claim made pursuant to or in connection with this Agreement shall be brought exclusively in a court of competent jurisdiction in Hamilton County, Ohio. Each party hereto consents to venue and personal and subject matter jurisdiction in such forum, and hereby waives any claim of forum non conveniens or any similar defense. This Agreement may not be altered or amended except in writing by the parties hereto. The failure of any party hereto at any time to require performance of any provisions hereof shall in no manner affect the right to enforce the same.

20. Expenses. Except as set forth herein, each party to this Agreement agrees to pay its own expenses incurred in connection herewith.

21. Counterparts; Entire Agreement. This Agreement may be executed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of enough of such copies to reflect the signatures of all of the parties to this Agreement. This Agreement shall become effective when one or more counterparts have been signed by the other party to this Agreement. Signatures sent via facsimile or email shall be considered as having the same force and effect as if an original, executed document had been delivered. It shall not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one of such counterparts or to account for any original signatures. This Agreement shall constitute the entire agreement of the parties and there are no other written or oral understandings or agreements among the parties with respect hereto.

22. Judicial Modification. In the event any provision of this Agreement is judicially determined to be too broad or indefinite to be enforceable, such determination shall not limit or otherwise affect the enforceability of the remainder of this Agreement, but such provision shall be judicially modified to the minimum extent necessary to make the same enforceable. In interpreting this agreement, no party shall be deemed the drafter, as all parties have been represented by counsel in the preparation and execution hereof.

IN WITNESS WHEREOF, the parties have set their hands as of the date first above written.

THE SOCIETY OF LLOYD'S

By: N.P. Demery 6 Feb 2006
Name: NP DEMERY
Its: SOLICITOR

ALFRED A. MOORE AND BETTY R. MOORE
REVOCABLE TRUST

By: Betty R. Moore, Trustee
Name: Betty R/Moore, Trustee

Lea A. Ward
Lea A. Ward

Alfred A. Moore
Alfred A. Moore

ARBITRATOR:

Lawrence A. Glassmann [as to procedure only]
Lawrence A. Glassmann

EXHIBIT A

I hereby determine that the transfer of the house located at 9600 Tall Trail, Cincinnati, Ohio, 45242 into the Moore Trust constituted a fraudulent transfer under the Ohio Uniform Fraudulent Transfer Act, and accordingly order Mr. Alfred A. Moore to pay to Lloyd's the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00). In addition, I order Mr. Moore to pay to Lloyd's the sum of \$_____ representing the expenses of this arbitration as set forth in Paragraph 5 of the Agreement.

___ I hereby order Mr. Moore to pay the sum of \$_____ to Lloyd's pursuant to applicable law as a partial recovery of its attorney fees.

___ I hereby order Mr. Moore to pay Lloyd's the sum of \$_____ as punitive damages pursuant to applicable law.

___ I hereby order that Mr. Moore pay Lloyd's attorney fees and/or punitive damages in amounts to be determined at a hearing for such purpose which I have scheduled for _____, 2006.

I hereby determine that the transfer of the house located at 9600 Tall Trail into the Moore Trust does not constitute a fraudulent transfer under the Ohio Uniform Fraudulent Transfer Act, and accordingly order Lloyd's to pay to Mr. Moore the sum of \$_____ representing the fees and expenses of arbitration as set forth in Paragraph 5 of the Agreement, and the sum of \$_____ representing attorney fees and/or punitive damages under Paragraph 6 of the Agreement.

Lawrence A. Glassmann

287443.4

EXHIBIT A

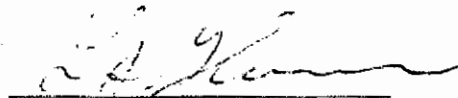
I hereby determine that the transfer of the house located at 9600 Tall Trail, Cincinnati, Ohio, 45242 into the Moore Trust constituted a fraudulent transfer under the Ohio Uniform Fraudulent Transfer Act, and accordingly order Mr. Alfred A. Moore to pay to Lloyd's the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00). In addition, I order Mr. Moore to pay to Lloyd's the sum of \$_____ representing the expenses of this arbitration as set forth in Paragraph 5 of the Agreement.

___ I hereby order Mr. Moore to pay the sum of \$_____ to Lloyd's pursuant to applicable law as a partial recovery of its attorney fees.

___ I hereby order Mr. Moore to pay Lloyd's the sum of \$_____ as punitive damages pursuant to applicable law.

___ I hereby order that Mr. Moore pay Lloyd's attorney fees and/or punitive damages in amounts to be determined at a hearing for such purpose which I have scheduled for _____, 2006.

I hereby determine that the transfer of the house located at 9600 Tall Trail into the Moore Trust does not constitute a fraudulent transfer under the Ohio Uniform Fraudulent Transfer Act, and accordingly order Lloyd's to pay to Mr. Moore the sum of \$6,400 representing the fees and expenses of arbitration as set forth in Paragraph 5 of the Agreement, and the sum of \$None representing attorney fees and/or punitive damages under Paragraph 6 of the Agreement.



Lawrence A. Glassmann