

STIPULATION

This stipulation made this 13th day of November, 2000, by Plaintiff John A. Hubbard of Great Falls, Montana, and Defendant Carl Weissman & Sons, Inc. of Great Falls, Montana.

RECITALS

The parties to this stipulation are currently involved in an action filed in the Montana Eighth Judicial District Court, Cascade County, Cause Number BVD-90-067 entitled John A. Hubbard v. Carl Weissman & Sons, Inc. Trial of the cause is currently scheduled to begin before the aforementioned court on January 8, 2001.

The claim being made against Carl Weissman & Sons, Inc. by John A. Hubbard arises as the result of an accident occurring on or about January 22, 1987, when during the course and scope of his employment with Carl Weissman & Sons, Inc., John A. Hubbard's arm became entangled in the gears of a crane, causing him to suffer serious bodily injury.

On January 22, 1987, the date of the aforementioned accident, Carl Weissman & Sons, Inc., was insured under a comprehensive general liability policy issued by The Home Insurance Company as policy number GL-1 48 82 51. Carl Weissman & Sons, Inc. is unaware of any other insurance policies that may be applicable to the claims made by John A. Hubbard in Cause No. BDV-90-067.

Carl Weissman and Sons, Inc. has informed John A. Hubbard that The Home Insurance Company has refused numerous times to defend or agree to indemnify Carl Weissman & Sons, Inc. for the claims made against it by John A. Hubbard.

Carl Weissman & Sons, Inc. has confessed its liability for the injuries suffered by John A. Hubbard in the aforementioned cause by a separate document that will be filed with the Court in this matter. The purpose of the confession of liability, as well as this stipulation is to avoid any personal or corporate liabilities to all of the parties identified herein that may be occasioned by The Home



Insurance Company's refusal to either indemnify or defend its insured in the above described civil
on. The parties that are specifically included in this stipulation as those protected from personal
and corporate liability by this stipulation, as well as the covenant not to execute, are those identified in
the Named Insured Endorsement of policy number GL-1 48 82 51 to wit: Carl Weissman and Sons,
Inc., National General Supply, Inc., Northwest Fence Products, Co., North Warehouse Distributors,
Inc., Three W's, Inc., Two Eighteen Corporation, Third Avenue Corporation, Steel Warehouse
Corporation, Montana Compressed Steel Corporation, Maurice and Leonard Weissman, DBA: The
Three W's, a partnership, Carl Weissman and Sons, Inc., DBA: Weissman Caccess Store, Northwest
Fence Erectors Company, Leonard B. Weissman, Maurice B. Weissman, Jerrold A. Weissman, as well
as the officers, directors, stockholders, employees and agents of any of the aforementioned persons
and/or entities. A copy of the confession of liability that has been entered into by the parties is attached
to this stipulation as Exhibit A and is incorporated by reference.

In consideration of the foregoing recitals, the parties stipulate and agree as follows:

CONFESSION OF LIABILITY

Carl Weissman & Sons, Inc. confesses liability for the injures suffered by John A. Hubbard and
agrees to sign a Confession of Liability for the matters set forth in Plaintiff's Fourth Amended
Complaint. A copy of Plaintiff's Fourth Amended Complaint is is attached as Exhibit B and by
reference incorporated.

ASSIGNMENT

Carl Weissman and Sons, Inc., for value received, hereby agrees to and does assign and setover
to John A. Hubbard, his heirs, personal representatives, administrators, successors and assigns, all
rights, claims, demands or causes of action it may have against The Home Insurance Company for
liability it has to John A. Hubbard through policy number GL-1 48 82 51. This assignment includes all

claims arising as a result of the matters to which Carl Weissman & Sons, Inc. has confessed liability, as well as any claims arising as a result of breach of contract, bad faith, violations of MCA § 33-18-242 or any other claim arising by reason of The Home Insurance Company's refusal to provide a legal defense to Carl Weissman & Sons, Inc. as required by its policy, as well as any claims arising as a result of The Home Insurance Company's refusal to provide liability coverage for the claims of John A. Hubbard. However, Carl Weissman & Sons, Inc. specifically retains any rights to coverage it may be entitled to under its policy for all covered losses which may arise or exist other than the claims made by John A. Hubbard for which Carl Weissman & Sons, Inc. has confessed liability.

COOPERATION

Carl Weissman & Sons, Inc. agrees to cooperate with John A. Hubbard, as requested, in all further litigation of this matter, including, but not limited to, providing affidavits, testifying by deposition or testifying at trial. Carl Weissman & Sons, Inc.'s promise of cooperation is procedural in nature, and this agreement only requires that it respond in a truthful manner to any issues that it is asked to address.

COVENANT NOT TO LEVY EXECUTION

In consideration of the confession of liability and assignment of rights made herein by Carl Weissman & Sons, Inc., as well as the payment of \$100.00 by Carl Weissman & Sons, Inc. to John A. Hubbard, as well as other good and valuable consideration, the receipt of which is hereby acknowledged, John A. Hubbard, on behalf of himself, his heirs, executors, and assigns, agrees that he will not individually, jointly or otherwise levy an execution on or in any manner seek at anytime to attach, encumber or otherwise seek to collect or enforce any judgment that he might receive in Cause No. BDV-90-067, or any part thereof, against the assets, property or income of Carl Weissman & Sons, Inc., National General Supply, Inc., Northwest Fence Products, Co., North Warehouse Distributors,

Inc., Three W's, Inc., Two Eighteen Corporation, Third Avenue Corporation, Steel Warehouse Corporation, Montana Compressed Steel Corporation, Maurice and Leonard Weissman, DBA: The Three W's, a partnership, Carl Weissman and Sons, Inc., DBA: Weissman Cecess Store, Northwest Fence Erectors Company, Leonard B. Weissman, Maurice B. Weissman, Jerrold A. Weissman, as well as the officers, directors, stockholders, employees and agents of any of the aforementioned persons and/or entities.

Nothing in this covenant shall be construed as restricting in any matter John A. Hubbard's right to pursue an action to recover the amount due upon any judgment entered in this action against The Home Insurance Company based upon the assignment set forth herein.

RESERVATION OF RIGHTS

This Assignment, in particular John A. Hubbard's covenant not to levy or in any other manner seek to enforce any judgment entered in this action against all parties identified herein is not intended and shall not be construed to release The Home Insurance Company from liability to Carl Weissman & Sons, Inc. or from liability to John A. Hubbard as an assignee for the negligence, and/or intentional conduct as well as any other claim, including claims for breach of contract, bad faith and/or breach of the Unfair Claims Practices Act against The Home Insurance Company, or any other appropriate party.

AGREEMENT TO INDEMNIFY

In the event that The Home Insurance Company, or any other party against whom John A. Hubbard seeks to enforce the rights granted by this stipulation, should attempt to bring a claim arising out of policy number GL-1 48 82 51, or the defense or settlement of Cause No. BDV-90-067 against Carl Weissman & Sons, Inc., John A. Hubbard agrees and covenants that he will defend all such claims, and that he will indemnify and hold harmless Carl Weissman & Sons, Inc., as well as the other parties identified herein, subject to the right of John A. Hubbard to seek reimbursement from The

Home Insurance Company for any defense costs and any sums paid pursuant to this Indemnity and
Harmless Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seal on the day and year
first written above.

John A. Hubbard

JOHN A. HUBBARD

SUBSCRIBED AND SWORN TO before me this 12th day of November, 2000.

(NOTARIAL SEAL)

Joseph J. Buesenmeyer
NOTARY PUBLIC for the State of Montana
Residing at Chouteau County Montana
My commission expires: May 12, 2002

Approved by:

Randall O. Skorheim
RANDALL O. SKORHEIM

Michael B. Tramelli
MICHAEL B. TRAMELLI

CARL WEISSMAN & SONS, INC.

By *Scott A. Penman*
Its President

SUBSCRIBED AND SWORN TO before me this 13th day of November, 2000.

(NOTARIAL SEAL)

Robert B. Pennigs
NOTARY PUBLIC for the State of Montana
Residing at *Carl Falls*, Montana
My commission expires: *Nov 15, 2002*

Approved by:

Robert B. Pennigs
ROBERT B. PENNIGS