

EXHIBIT B

RELEASE AND SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that, EVERYBODY COUNTS, INC., A Center for Independent Living, & CHRISTOPHER ANTHONY, MELVA IRIS FLORES, LORENE JACKSON, GREGORY MITRO, J. LUIS ROMAN, GORDON SUNNY, EMAS BENNETT & TERESA TORRES ("Plaintiffs"), for and in consideration of the sum of Ninety Thousand Dollars (\$90,000.00), paid and to be paid according to the schedule set out herein, by TRADEWINDS REHABILITATION CENTER, INC. ("TradeWinds") and INDIANA INSURANCE COMPANY ("Released Parties"), and such other consideration as appears herein, do hereby release, acquit and forever discharge Released Parties, their attorneys, employees, agents and servants, as well as their successors or assigns, together with all other persons, corporations, associations, and partnerships, from all claims and demands, actions and causes of action, for any damages, costs, loss of services, expenses and compensations heretofore or hereafter sustained by Plaintiffs on account of, or in any way growing out of, the claims alleged in the litigation styled as EVERYBODY COUNTS, INC., A Center for Independent Living, & CHRISTOPHER ANTHONY, MELVA IRIS FLORES, MARY INCH, LORENE JACKSON, THERESA (Teri) McCARTY, GREGORY MITRO ANDREA MURRAY, J. LUIS ROMAN, GORDON SUNNY & EMAS BENNETT, individually and on behalf of a class of similarly situated persons & TERESA TORRES, individually, Plaintiffs v. NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION, GARY PUBLIC TRANSPORTATION CORP., HAMMOND TRANSIT SYSTEM, EAST CHICAGO PUBLIC TRANSIT, LAKE COUNTY ECONOMIC OPPORTUNITY COUNCIL a.k.a. LCEOC TRANSPORTATION, INC., HOWARD CAB, INC. a.k.a. HOWARD VAN, INC., TRADEWINDS REHABILITATION CENTER, INC., & INDIANA DEPARTMENT OF TRANSPORTATION, Defendants, pending

in the United States District Court for the Northern District of Indiana, Hammond Division, as Civil No. 2:98CV97JM-1, and on account of which it is asserted that Plaintiffs sustained injuries, damages and losses, and for which Plaintiffs are entitled to damages, for which the Released Parties are legally liable, all of which is denied and disputed by them.

The parties hereto agree that Plaintiff, Everybody Counts, Inc. shall serve as the collection and disbursing agent for all Plaintiffs with respect to the funds to be paid under the terms of this Release and Settlement Agreement. The Plaintiffs, by their execution hereof, expressly agree that Plaintiff, Everybody Counts, Inc., is authorized to serve in that capacity, and that by tendering funds to Plaintiff, Everybody Counts, Inc., in accordance with the schedule below, the Released Parties have satisfied their payment obligations to the same extent as if such tender had been made to all Plaintiffs individually, as their interests appear.

Moreover, the Plaintiffs further agree that division of settlement funds between them shall be according to a distribution formula to be agreed upon amongst themselves, and that the Released Parties shall not be required to divide or otherwise apportion the funds payable under this Release and Settlement Agreement among the individual Plaintiffs. Tender of the settlement funds in gross to the collection and disbursing agent for all Plaintiffs shall satisfy the Released Parties' payment obligations to the same extent as if such tender had been made to all Plaintiffs individually, as their interests appear.

The parties hereto further agree that the payment of the settlement funds described above shall be in accordance with the following schedule:

- On or before a date thirty (30) days after the date the court issues a final order approving this Release and Settlement Agreement, the Released Parties shall tender to the collection and disbursing agent for all Plaintiffs the sum of Sixty Thousand Dollars (\$60,000.00) ("the initial payment").

- Not more than one (1) year from the date of the initial payment, TradeWinds shall tender to the collection and disbursing agent for all Plaintiffs the sum of Fifteen Thousand Dollars (\$15,000.00).
- Not more than two (2) years from the date of the initial payment, TradeWinds shall tender to the collection and disbursing agent for all Plaintiffs the sum of Fifteen Thousand Dollars (\$15,000.00).

Released Parties shall have fifteen (15) days from the due date for each installment in which to pay any amounts due and owing (hereinafter referred to as the "Grace Period"). In the event any of the above installments is not paid within the Grace Period, the total amount of the settlement funds outstanding shall become immediately due and owing. If Released Parties tender all amounts due and owing within the Grace Period, no penalties shall accrue. If Released Parties fail to tender all amounts due and owing within the Grace Period, any such past due amount shall subject to the following stipulated penalties, assessed back to the original due date for such past due amount:

- A penalty of \$100 per day until all amounts due and owing are paid in full, for each of days one (1) through thirty (30) that the payment is past due; and
- A penalty of \$500 per day until all amounts due and owing are paid in full, beginning with day thirty-one (31) that the payment is past due, and continuing each day thereafter until the required amounts due and owing are paid in full.

In the event Plaintiffs are required to institute legal action to enforce the provisions of this Release and Settlement Agreement, Plaintiffs shall, if successful in such action, be entitled to reimbursement of their costs expended in such action, including reasonable attorneys' fees.

As further consideration for this Release and Settlement Agreement, TradeWinds agrees that in the event that TradeWinds resumes operating a demand responsive paratransit system, as defined in the Americans with Disabilities Act, 42 U.S.C. § 12141, TradeWinds agrees to enter into negotiations with Plaintiffs and Plaintiffs' counsel to define the terms of a mutually

agreeable document (the "Consent Document") which shall govern TradeWinds' provision of demand responsive paratransit services. TradeWinds agrees that it shall not resume providing demand responsive paratransit services prior to executing the Consent Document. TradeWinds further agrees, that in the event that TradeWinds resumes operating a demand responsive paratransit system, it shall be bound by all applicable provisions of the Americans with Disabilities Act and its implementing regulations, including, but not limited to, 49 C.F.R. § 37.105.

As further consideration for this Release and Settlement Agreement, Released Parties agree to make a pro rata contribution, not to exceed one thousand five hundred (\$1,500) dollars, to cover the reasonable costs of Class notification, as approved by the Court, regarding the proposed settlement in the above styled litigation.

Nothing in this Release and Settlement Agreement shall excuse or otherwise relieve TradeWinds from its obligations to comply with all applicable laws and regulations including, but not limited to, the Americans with Disabilities Act.

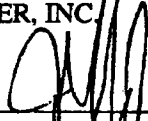
The Plaintiffs warrant that no promises or inducements not herein expressed have been made them; that in executing this Release and Settlement Agreement they are not relying upon any statement or representation made by any person or Released Party or their agents or representatives concerning the nature or extent of the losses or damages, or the legal liability therefore, or concerning any other thing or matter, that the above-mentioned payment and covenants are received by them in compromise settlement and full satisfaction of all the aforesaid claims and demands, actions and causes of action whatsoever, that the person(s) executing this Release and Settlement Agreement are fully authorized to execute this release and

settlement agreement and that before signing and sealing this Release and Settlement Agreement, they have fully informed themselves as to the content and meaning of this Release and Settlement Agreement with the advice of counsel and have so executed it with full knowledge thereof.

This Release and Settlement Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

The terms of this Release and Settlement Agreement shall be governed by and construed and enforced in accordance with the laws of Indiana.

TRADEWINDS REHABILITATION
CENTER, INC.

By: 
John Gold, Executive Director

Date: 8/19/04

INDIANA INSURANCE COMPANY

By: 
Claim Representative

Date: 8-30-04

EVERYBODY COUNTS, INC., A Center
for Independent Living

By: Teresa L. Torres
Teresa Torres, Executive Director

Date: September 15, 2004

Christopher Anthony
CHRISTOPHER ANTHONY

Date: 9-29-04

Melva Iris Flores
MELVA IRIS FLORES

Date: 9-15-04

Lorene Jackson
LORENE JACKSON

Date: 9-15-04

MA
THERESA (Teri) McCARTY

Date: _____

See Attached
GREGORY MITRO

Date: _____ →

MA
ANDREA MURRAY

Date: _____

J. Luis Roman
J. LUIS ROMAN

Date: 9-15-04

Gordon Sunny
GORDON SUNNY

Date: 9/15/04

EMAS BENNETT
EMAS BENNETT

Date: 9/15/04

Teresa L. Torres
TERESA TORRES, individually

Date: Sept. 15, 2004

EVERYBODY COUNTS, INC., A Center
for Independent Living

By: _____
Teresa Torres, Executive Director

Date: _____

CHRISTOPHER ANTHONY

Date: _____

MELVA IRIS FLORES

Date: _____

LORENE JACKSON

Date: _____

Gregory Mitro

GREGORY MITRO

Date: 11/9/04

J. LUIS ROMAN

Date: _____

GORDON SUNNY

Date: _____

EMAS BENNETT

Date: _____

TERESA TORRES, individually

Date: _____

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