

**RELEASE OF ALL CLAIMS
AND INDEMNITY AGREEMENT**

RECITALS:

WHEREAS, on or about March 28, 2019, Javier Ambler II died at a local hospital after an incident with law enforcement officers. Plaintiffs (defined below) alleged that Williamson County Texas and its current and former officials and former employees violated Javier Ambler, II's constitutional rights and committed other wrongs;

WHEREAS, the undersigned Javier Ambler, Sr. and Maritza Ambler, individually on behalf of all wrongful death beneficiaries of Javier Ambler, II and on behalf of the Estate of Javier Ambler, II, and as next friends of J.R.A., a minor child, and Michele Beitia, as next friend of J.A.A., a minor child, thereafter filed a lawsuit in the United States District Court for the Western District of Texas, Austin Division, Civil Action No. 1:20-CV-01068-LY, styled *Javier Ambler, Sr., and Maritza Ambler, individually on behalf of all wrongful death beneficiaries of Javier Ambler, II, on behalf of the Estate of Javier Ambler, II, and as next friends of J.R.A., a minor child, and Michele Beitia, as next friend of J.A.A., a minor child, v. Williamson County, et al.* ("Lawsuit"). Plaintiffs filed this Lawsuit seeking recovery for alleged damages, injuries, and expenses incurred by reason of the above-described incident;

WHEREAS, Javier Ambler, II died intestate, and there were no probate proceedings arising from his death, as none were necessary. All potential heirs, through their legal representatives, have agreed that Javier Ambler, Sr. will prosecute all claims on behalf of the Estate of Javier Ambler, II (the "Estate") and that all such heirs are parties to the lawsuit;

WHEREAS, the Plaintiffs have identified and certified that all the next of kin of Javier Ambler, II are: (1) Javier Ambler, Sr.; (2) Maritza Ambler; (3) [REDACTED] a minor and heir; and (4) [REDACTED] a minor and heir (such four people and the Estate are collectively referred to as the "Plaintiffs");

WHEREAS, the undersigned Plaintiffs, including Plaintiff Javier Ambler Sr. signing for the Estate, which Plaintiffs certify are all the potential claimants in this matter, have agreed to release and dismiss with prejudice all claims against Williamson County and its current and former officials and employees including those named as defendants in the Lawsuit (collectively "County Defendants"), such release and dismissal referenced more particularly below;

WHEREAS, the County Defendants deny the Plaintiffs' allegations, deny contributing to the death of Javier Ambler, II, deny liability, and deny that they are in any way responsible for the Plaintiffs' alleged damages, if any, but Williamson County has offered to pay unto the Plaintiffs, solely by way of compromise and settlement, and the Plaintiffs have agreed to accept, solely by way of compromise and settlement, upfront cash and future periodic payments with the combined present value total sum of **Five Million Dollars & 00/100 (\$5,000,000.00)** ("Settlement Amount"), said sum to be apportioned by and between the Plaintiffs as indicated in this Release of All Claims and Indemnity Agreement ("Agreement"), and as approved by the

Court if necessary, as full settlement of all claims asserted or that could be asserted in the Lawsuit, whether such claims have in fact been asserted, by the Plaintiffs against any County Defendants, Williamson County, or Williamson County officials or employees arising out of the above-referenced incident; and

WHEREAS, after having the opportunity to discuss with their attorneys, Plaintiffs enter into this Agreement voluntarily.

RELEASE:

NOW, THEREFORE: We, Plaintiffs—(1) Javier Ambler, Sr.; (2) Maritza Ambler; (3) [REDACTED] a minor; and (4) [REDACTED] a minor —and on behalf of ourselves and all heirs, assigns, administrators, executors, legal representatives, and beneficiaries and estates of Javier Ambler and ourselves, and all persons claiming by, through or under each of us, for good and valuable consideration, including upfront cash and future periodic payments (the funding of such periodic payments as outlined in the Addendums) with the combined present value total sum of **Five Million Dollars & 00/100 (\$5,000,000.00)**, said sum to be apportioned by and between the Plaintiffs as indicated in this Agreement, the terms of which are hereby acknowledged, do hereby **RELEASE, ACQUIT, QUITCLAIM and FOREVER DISCHARGE** Williamson County, any and all of its past, current, and future employees, agents, elected officials, officers, and any other representatives, insurers, indemnitors, the Travelers Indemnity Company, attorneys, all persons and entities in privity with the foregoing, and any other person or entity, though not named herein, who may be legally liable to us, or against whom claims could have been asserted by us, as a result of the above-described incident (hereinafter, collectively the “Released Parties”) from any and all: claims, demands, liens, charges, debts, judgments, costs, rights and causes of action of any type, kind and character, statutory, equitable or at common law, arising directly or indirectly from or by reason of the above-described incident, including, but not limited to, any claims of negligence, gross negligence, excessive force, false arrest, false imprisonment, failure to provide proper medical care, discrimination, retaliation, failure to accommodate, constitutional tort, wrongful death, survival action, any other tort or intentional tort, and any other claim arising under the United States and Texas Constitutions, and any other constitution, statute, or common law, including but not limited to any claims under the Texas Tort Claims Act, any claims under the Americans with Disabilities Act, and any claims made actionable by 42 U.S.C. § 1983, and which were or could have been asserted in the Lawsuit by, through, or under the Plaintiffs.

We intend this Release to be as broad and comprehensive as possible and to encompass any claims that we presently have or may acquire or discover in the future arising out of the incident giving rise to the Lawsuit. Without limitation, we further acknowledge that this Release encompasses all claims for any type, kind, and character of damages or injuries, whether now or hereafter recognized by law, including, but not limited to, incidental and consequential damages, punitive damages, penalties, fines, attorneys’ fees, pre-judgment interest, financial and pecuniary damages such as medical expenses, property damage, lost wages, loss of earning capacity, loss of income, loss of inheritance, medical expenses, burial or funeral expenses, and loss of profits; intangible damages, pain and suffering, mental anguish, bystander mental anguish, distress, embarrassment, humiliation, inconvenience, disfigurement, physical impairment, reputational

injuries, and loss of society, services, felicity, support, advice, counsel, love, help, solace, affection, guidance, counseling, household help, companionship and protection, comfort, inheritance, enjoyment of life, familial relationship and consortium.

It is the intention of the Parties to this Agreement that the consideration stated herein fully and completely compensates all Plaintiffs for all their injuries and damages, known and unknown, past and future, directly or indirectly resulting from or in any manner related to the incident giving rise to the Lawsuit. It is our intention, and we understand that, by this Agreement, we are not reserving any claims against any of the Released Parties, whether named or unnamed, arising out of the incident giving rise to the Lawsuit. In exchange for payment of the Settlement Amount described herein, we agree to make no further claim against any of the Released Parties for any damages or injuries directly or indirectly sustained as a result of the incident giving rise to the Lawsuit.

WE UNDERSTAND THAT WE WILL NOT RECEIVE ANY MORE MONEY FROM WILLIAMSON COUNTY, THE COUNTY DEFENDANTS, ANY OF THEIR INSURERS OR INDEMNITORS, TRAVELERS INDEMNITY COMPANY, OR THE RELEASED PARTIES AS A RESULT OF THE INCIDENT MADE THE BASIS OF THE LAWSUIT, AFTER PAYMENT OF THE SETTLEMENT AMOUNT DESCRIBED HEREIN.

In entering into this compromise, we acknowledge that we relied fully upon our own knowledge and information as to the extent and duration of the alleged injuries and damages received, and that we have not been influenced by any representations made by or on behalf of the Released Parties. We acknowledge that it is possible that we may subsequently discover, develop, or sustain damages or injuries of which we are not aware at this time, or which are not foreseeable or in existence at this time, and we acknowledge that this Agreement is intended to extend to and cover such future damages or injuries which we may incur, develop, sustain, or discover. Each Plaintiff further represents that he or she has had the opportunity for his or her attorneys (if any) to explain the terms and effects of this Agreement to him or her, and that understanding such terms, the Plaintiffs desire to accept same and enter into this Agreement.

Only the consideration stated herein has been agreed to be paid for this Agreement, it being the understanding that the same is to constitute a **FULL** and **FINAL** settlement and release of any and all claims against the Released Parties which we may have by virtue of the injuries and damages described arising out of the incident giving rise to the Lawsuit.

SETTLEMENT AMOUNT

The Settlement Amount is apportioned as follows:

- \$1,000,000.00 to Javier Ambler, Sr.;
- \$1,000,000.00 to Maritza Ambler;
- \$1,500,000.00 to [REDACTED] to be paid in accordance with the

terms of the Addendum A;

- \$1,500,000.00 to [REDACTED] to be paid in accordance with the terms of the Addendum B.

Attorneys' fees and costs will be paid by each Plaintiff to his or her respective attorney from the Settlement Amount he or she receives under this Agreement.

The Settlement Amount shall be paid within fourteen (14) days after: (1) the attorneys for Williamson County receive a copy of this fully-executed Agreement; (2) the court in the Lawsuit has signed an order approving this settlement and dismissing with prejudice the Lawsuit as to Williamson County and the County Defendants; and (3) completion of the Special Provisions described below. The attached Addendums to the Release of All Claims and Indemnity Agreement, including language regarding the Structured Settlements, if any for Plaintiffs, is incorporated herein.

The Parties agree that all payments received by the Plaintiffs relating to the death of Javier Ambler as part of this agreement are for damages on account of personal physical injuries or physical sickness pursuant to 26 U.S.C. § 104.

SPECIAL PROVISIONS

This Agreement is contingent upon obtaining the Williamson County Commissioners Court approval. Such approval shall be sought by Williamson County's attorneys at the first available meeting of the Williamson County Commissioners Court after Williamson County's attorneys' receipt of a fully-executed copy of this Agreement.

This Agreement is contingent upon the Parties obtaining approval of the settlement by the Court in the Lawsuit.

This Agreement is contingent on Plaintiffs confirming, through their attorney(s), that they, through their attorney(s), have searched for all liens against Javier Ambler II and/or his Estate, and which would be valid against all or a portion of the Settlement Amount to be paid pursuant to this Agreement, and any such liens have been fully satisfied.

MEDICARE LIEN AND INDEMNIFICATION:

As to any future Medicare liens, we, the Plaintiffs, expressly represent that any Special Needs Trust or Medicare Set Aside (MSA) will be funded solely by us out of the proceeds of this settlement, and agree to be solely responsible for any future medical expenses related to our claims. Released Parties and their insurers have offered to set aside a portion of this settlement to cover future claim-related medical expenses, but we expressly rejected any such retention of funds by the Released Parties. We acknowledge that as a consequence of this settlement, Medicare may refuse to pay for future claim-related medical expenses.

We, the Plaintiffs, assume full and complete responsibility for ensuring compliance with

the Medicare Secondary Payer Statute and all other related Medicare laws and regulations, except for the duty of a Responsible Reporting Entity to report under 42 U.S.C. section 1395y(b)(8). Each Plaintiff agrees to defend, indemnify and hold harmless Released Parties from and against any existing or subsequently discovered claims by any Medicare entity arising out of past or future medical expenses, for treatment received by that Plaintiff related to the incident referenced above, including penalties, interest, and attorneys' fees. Each Plaintiff further agrees to indemnify and hold harmless Released Parties from any cause of action against them related to that Plaintiff's claims for Social Security benefits or any other form of government benefits, including penalties, interest, and attorneys' fees. Each Plaintiff also expressly releases any future claims against Released Parties arising under the Medicare Secondary Payer Statute or related federal law.

INDEMNITY:

WE, THE PLAINTIFFS, EACH RESPECTIVELY HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD AND SAVE HARMLESS (AT THAT PLAINTIFF'S SOLE COST AND EXPENSE, INCLUDING ATTORNEYS' FEES) THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, SUBROGATION INTERESTS, AND LIENS BROUGHT ON BEHALF OF ANY HEALTHCARE OR MEDICAL PROVIDER, HEALTH INSURER, WORKERS COMPENSATION CARRIER, EMPLOYEE BENEFIT PLAN, STATE OF TEXAS, ERISA PLAN, MEDICARE, MEDICAID, SOCIAL SECURITY, OR ANY OTHER PERSON, GOVERNMENT ENTITY, OR PRIVATE ENTITY FOR MONEY OR DAMAGES ALLEGEDLY OWED BY THAT PLAINTIFF FOR MEDICAL CARE RECEIVED BY THAT PLAINTIFF ON ACCOUNT OF THE ABOVE-REFERENCED INCIDENT.

AS PART OF THE CONSIDERATION FOR PAYMENT OF THE SETTLEMENT AMOUNT, EACH PLAINTIFF HAS AGREED TO AND HEREBY DOES INDEMNIFY AND HOLD HARMLESS EACH AND ALL OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION OF WHATSOEVER NATURE OR CHARACTER WHICH HEREAFTER MAY BE ASSERTED BY ANY PERSON, GOVERNMENT ENTITY, FIRM OR CORPORATION WHOMSOEVER CLAIMING BY, THROUGH, OR UNDER THAT PLAINTIFF FOR ANY OF THE INJURIES AND/OR DAMAGES SUSTAINED BY THAT PLAINTIFF AS A RESULT OF INCIDENTS DESCRIBED IN THE LAWSUIT. THIS INDEMNITY INCLUDES FULL INDEMNITY AND DEFENSE OF ANY AND ALL OF THE RELEASED PARTIES FOR ANY CLAIM BY ANY HEIR OR REPRESENTATIVE OF JAVIER AMBLER.

ADDITIONALLY, EACH PLAINTIFF AGREES TO INDEMNIFY AND HOLD RELEASED PARTIES HARMLESS FROM ANY CLAIM FOR TAXES OR PENALTIES ASSESSED BY ANY TAXING ENTITY AGAINST THAT PLAINTIFF RELATING TO PAYMENTS MADE TO THAT PLAINTIFF UNDER THIS AGREEMENT FOR WHICH THAT PLAINTIFF IS LEGALLY OBLIGATED TO PAY, AS WELL AS ANY COSTS OR ATTORNEYS' FEES INCURRED IN BRINGING THE LAWSUIT. THE PLAINTIFFS ARE NOT AGREEING TO INDEMNIFY OR HOLD HARMLESS THE RELEASED PARTIES FOR TAXES OR PENALTIES ASSESSED BY ANY TAXING ENTITY RELATED TO PAYMENTS MADE UNDER THIS AGREEMENT WHICH THE RELEASED PARTIES ARE LEGALLY OBLIGATED TO PAY.

WE UNDERSTAND NO RELEASING PARTY IS PROVIDING INDEMNITY AS

TO ANOTHER RELEASING PARTY FOR ANY MATTER RELATED TO THE ABOVE-REFERENCED INCIDENT, AND THAT NO RELEASING PARTY IS ASSERTING CLAIMS AGAINST ANY OTHER RELEASING PARTY FOR CONTRIBUTION, INDEMNITY, OR ANY OTHER RELIEF WHATSOEVER, RELATED TO THE INCIDENT GIVING RISE TO THE LAWSUIT.

ADMISSIBILITY OF COMPROMISE IN FUTURE PROCEEDINGS:

The recitals mentioned herein are contractual and are not mere recitals. This Agreement shall not be offered, exhibited, tendered or admitted for any purpose or matter of proof in any lawsuit or administrative or other proceeding now pending or subsequently filed against any of the Released Parties, except that the Released Parties may plead and introduce any or all of this Agreement as a bar and discharge or to enforce the Agreement, and/or except as reasonably required in any lawsuit to enforce all or a portion of this Agreement and/or payment of all or a portion of the Settlement Amount. Nor shall this Agreement or any part hereof be construed or used as an admission of liability on the part of the Released Parties. It is acknowledged that the Released Parties vigorously dispute liability in this case.

CONTROLLING LAW:

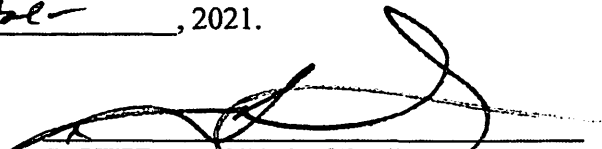
This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. This Agreement is performable in Williamson County, Texas.

COPIES MAY BE USED AS ORIGINALS:

The Parties agree that upon full and complete execution of this Agreement, photocopies of the executed Agreement may be used as originals.

[SIGNATURE PAGES FOLLOW]

SIGNED this 5th day of November, 2021.


JAVIER AMBLER, SR., Individually, on
behalf of all wrongful death beneficiaries
of Javier Ambler, II, on the behalf of the
Estate of Javier Ambler, II, and as next
friend of J.R.A., a minor child

THE STATE OF TEXAS

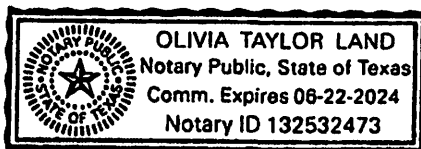
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COUNTY OF TRANS

BEFORE ME, the undersigned authority, on this day personally appeared **Javier Ambler, Sr.**, known to me to be the person whose name is subscribed to the foregoing Release of All Claims and Indemnity Agreement and acknowledged to me that he executed the same in the capacities therein stated and for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this

5th day of NOVEMBER, 2021.




NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 6/22/2024

SIGNED this 5 day of NOVEMBER, 2021.

Maritza Ambler

MARITZA AMBLER, Individually on behalf of all wrongful death beneficiaries of Javier Ambler, II, and as next friend of J.R.A., a minor child

THE STATE OF TEXAS

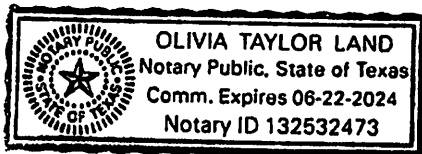
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COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Maritza Ambler, known to me to be the person whose name is subscribed to the foregoing Release of All Claims and Indemnity Agreement and acknowledged to me that she executed the same in the capacities therein stated and for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this

5TH day of NOVEMBER, 2021.



Olivia Land
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 6/22/2024

SIGNED this 10th day of November, 2021.

Michele Beitia
MICHELE BEITIA, as next friend of
J.A.A., a minor child

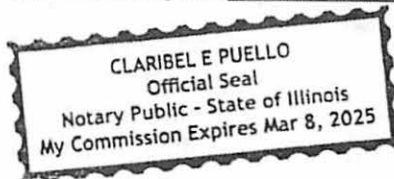
THE STATE OF Illinois §
COUNTY OF Cook §
§

BEFORE ME, the undersigned authority, on this day personally appeared Michele Beitia, known to me to be the person whose name is subscribed to the foregoing Release and Indemnity Agreement and acknowledged to me that she executed the same in the capacities therein stated and for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this
10 day of November, 2021.

Claribel E. Puello
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 3-8-2025



**Addendum A to Release of All Claims and Indemnity Agreement
Between Maritza Ambler, as next friend of J.R.A., a minor child, v Williamson County, et al**

1.0 Payments

In consideration of the release set forth above, Travelers Indemnity Company (the Insurer) agrees to issue payment as follows:

\$625,000.00 Payable to Maritza Ambler, as next friend of [REDACTED] a minor child (hereinafter "Plaintiff"), and their attorneys and;

\$875,000.00 payable to MetLife Assignment Company, Inc. to fund Periodic Payments made according to the following schedule (the "Periodic Payments") to the individual(s) designated below and, in the case of any payment to be made following the death of any such individual, to such individual's Contingent Beneficiary, as designated under Section 8 of this Addendum (each individual designated below and each such Contingent Beneficiary being hereinafter referred to as a "Payee"):

Payee: [REDACTED]

\$4,393.25 paid monthly, guaranteed for 25 years and 1 month, beginning on 05/13/2026 with the last payment on 05/13/2051.

Periodic Payments to a Payee may be delayed if (i) such Payee fails to provide the Annuity Issuer with current address or banking information, as required under Section 3 of this Addendum, or (ii) if a Payee dies and the Annuity Issuer does not receive appropriate written direction from the contingent beneficiary designated under Section 8 of this Addendum (including, if the contingent beneficiary is the estate of the deceased Payee, letters of appointment or equivalent proof of the authority of the executor, personal representative or administrator of the estate).

All payments provided for herein constitute damages on account of personal physical injuries and/or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. Except for the Periodic Payments, all amounts specified above shall be due and payable not later than ten (10) business days after the effective date of this Addendum.

2.0 Modification or Transfer of Payment Rights

Each Plaintiff acknowledges and agrees that neither the Periodic Payments nor any rights thereto or interest therein (collectively, "Payment Rights") can be (i) accelerated, deferred, increased or decreased by such Plaintiff or any other Payee; or (ii) sold, assigned, pledged,

hypothecated or otherwise transferred or encumbered, either directly or indirectly, by such Plaintiff or any other Payee. No Plaintiff or other Payee shall have the power to effect, directly or indirectly, any such sale, assignment, pledge, hypothecation, transfer or encumbrance. Any purported sale, assignment, pledge, hypothecation, transfer or encumbrance of Payment Rights by any Plaintiff or other Payee shall be wholly void.

3.0 Annuity Purchase

3.1 The Insurer or, in the event of a qualified assignment (as provided in Section 4 below), the Assignee, may fund the obligation to make the Periodic Payments through the purchase of an annuity contract from Metropolitan Tower Life Insurance Company (the "Annuity Issuer"). The Insurer or, if applicable, the Assignee shall be the sole owner of any such annuity contract and shall have all rights of ownership and control of such annuity contract. The Insurer or the Assignee, as applicable, may have the Annuity Issuer mail payments directly to any Payee or deliver payments by electronic funds transfer to an insured deposit account in the Payee's name at an FDIC-insured institution in the United States. Each Payee shall at all times keep the Annuity Issuer apprised of such Payee's current street address and telephone number and, if such Payee receives payments by electronic funds transfer, the name, address, bank identifier number (BIN) and telephone number of the Payee's depository institution and the account number of the Payee's account at such institution.

3.2 Each Plaintiff is hereby notified that a portion of any money spent to purchase an annuity or other asset to fund a structured settlement may be used by the issuer of such annuity or other funding asset to pay commissions or other fees.

4.0 Consent to Qualified Assignment

4.1 Each Plaintiff acknowledges and agrees that the Insurer may make a "qualified assignment," within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the obligation to make the Periodic Payments to MetLife Assignment Company, Inc. (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the Insurer immediately preceding the assignment of the Periodic Payments obligation.

4.2 Any such assignment, if made, shall be accepted by each Plaintiff without right of rejection and shall completely release and discharge the Insurer from any and all obligations to make the Periodic Payments. Each Plaintiff recognizes and acknowledges that in the event of such an assignment, the Insurer shall have no further obligation to make any of the Periodic Payments. If so requested by the Insurer each Plaintiff shall execute the qualified assignment to confirm such Plaintiff's acceptance of the assignment and such Plaintiff's release and discharge of the Insurer.

5.0 Discharge of Obligation

The obligation of the Insurer or the Assignee to make each Periodic Payment to the Payee designated to receive such payment shall automatically be discharged upon the mailing of a valid check in the amount of such payment to the address of such Payee most recently designated pursuant to Section 3 of this Addendum or upon completion of an electronic funds transfer in the amount of such payment to the deposit account of such Payee most recently designated pursuant to Section 3 of this Addendum.

6.0 Legal and Tax Advice; Comprehension of Agreement

In entering into this Addendum, each Plaintiff represents that such Plaintiff has relied solely upon the legal and tax advice of such Plaintiff's own attorneys and other advisers, who are the attorneys and advisers of such Plaintiff's choice, that the terms of this Addendum have been completely read and explained to such Plaintiff by such attorneys and that such terms are fully understood and voluntarily accepted by such Plaintiff.

7.0 Governing Law

This Addendum shall be governed by and interpreted in accordance with the internal laws of the State of Texas.

8.0 Contingent Beneficiaries

Any payments to be made after death of any Payee pursuant to the terms of this Addendum shall be made to such party (the "Contingent Beneficiary") as shall have been designated in writing to the Insurer or the Assignee, as applicable, by a Payee authorized to make such designation. If no such Contingent Beneficiary has been designated, or if no such Contingent Beneficiary is living at the time of a Payee's death, payments shall be made to the estate of the deceased Payee. No designation of a Contingent Beneficiary and no revocation of any such designation, shall be effective unless it is in writing, in a form acceptable to the Insurer or the Assignee, as applicable, duly executed by the Payee and delivered to the Insurer or Assignee, as applicable. Unless otherwise expressly provided in this Addendum, any designation of a Contingent Beneficiary made by a Payee shall be deemed to be revocable, and no party designated as a Contingent Beneficiary by any Payee shall, by virtue of such designation, be deemed to have any cognizable interest in any Periodic Payments prior to the death of the Payee that has designated such party as a Contingent Beneficiary.

Maritza Ambler, as next friend of [REDACTED] a minor

x Maritza Ambler
[Plaintiff's Signature] [Date]

Travelers Indemnity Company

[Date]

**Addendum B to Release of All Claims and Indemnity Agreement
Between Michele Beitia, as next friend of J.A.A., a minor child, v Williamson County, et al**

1.0 Payments

In consideration of the release set forth above, Travelers Indemnity Company (the Insurer) agrees to issue payment as follows:

\$1,000,000.00 Payable to Michele Beitia, as next friend of [REDACTED] a minor child (hereinafter "Plaintiff"), and their attorneys, Romanucci & Blandin, LLC. and;

\$500,000.00 payable to BHG Structured Settlements, Inc. to fund Periodic Payments made according to the following schedule (the "Periodic Payments") to the individual(s) designated below and, in the case of any payment to be made following the death of any such individual, to such individual's Contingent Beneficiary, as designated under Section 8 of this Addendum (each individual designated below and each such Contingent Beneficiary being hereinafter referred to as a "Payee"):

Payee: [REDACTED]

Life with Certain Period Annuity - \$2,000.00 paid monthly for life, beginning on [REDACTED] 18th birthday ([REDACTED]), guaranteed for 40 years. Payment will continue through September 27th, 2073, or as long as [REDACTED] is living, whichever is longer.

Periodic Payments to a Payee may be delayed if (i) such Payee fails to provide the Annuity Issuer with current address or banking information, as required under Section 3 of this Addendum, or (ii) if a Payee dies and the Annuity Issuer does not receive appropriate written direction from the contingent beneficiary designated under Section 8 of this Addendum (including, if the contingent beneficiary is the estate of the deceased Payee, letters of appointment or equivalent proof of the authority of the executor, personal representative or administrator of the estate).

All payments provided for herein constitute damages on account of personal physical injuries and/or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. Except for the Periodic Payments, all amounts specified above shall be due and payable not later than ten (10) business days after the effective date of this Addendum.

2.0 Modification or Transfer of Payment Rights

Each Plaintiff acknowledges and agrees that neither the Periodic Payments nor any rights thereto or interest therein (collectively, "Payment Rights") can be (i) accelerated, deferred, increased or decreased by such Plaintiff or any other Payee; or (ii) sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, by such Plaintiff or any other Payee. No Plaintiff or other Payee shall have the power to effect, directly or indirectly, any such sale, assignment, pledge, hypothecation, transfer or encumbrance. Any purported sale, assignment, pledge, hypothecation, transfer or encumbrance of Payment Rights by any Plaintiff or other Payee shall be wholly void.

3.0 Annuity Purchase

3.1 The Insurer or, in the event of a qualified assignment (as provided in Section 4 below), the Assignee, may fund the obligation to make the Periodic Payments through the purchase of an annuity contract from Berkshire Hathaway Life Insurance Company of Nebraska (the "Annuity Issuer"). The Insurer or, if applicable, the Assignee shall be the sole owner of any such annuity contract and shall have all rights of ownership and control of such annuity contract. The Insurer or the Assignee, as applicable, may have the Annuity Issuer mail payments directly to any Payee or deliver payments by electronic funds transfer to an insured deposit account in the Payee's name at an FDIC-insured institution in the United States. Each Payee shall at all times keep the Annuity Issuer apprised of such Payee's current street address and telephone number and, if such Payee receives payments by electronic funds transfer, the name, address, bank identifier number (BIN) and telephone number of the Payee's depository institution and the account number of the Payee's account at such institution.

3.2 Each Plaintiff is hereby notified that a portion of any money spent to purchase an annuity or other asset to fund a structured settlement may be used by the issuer of such annuity or other funding asset to pay commissions or other fees.

4.0 Consent to Qualified Assignment

4.1 Each Plaintiff acknowledges and agrees that the Insurer may make a "qualified assignment," within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the obligation to make the Periodic Payments to BHG Structured Settlements, Inc. (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the Insurer immediately preceding the assignment of the Periodic Payments obligation.

4.2 Any such assignment, if made, shall be accepted by each Plaintiff without right of rejection and shall completely release and discharge the Insurer from any and all obligations to make the Periodic Payments. Each Plaintiff recognizes and acknowledges that in the event of such an assignment, the Insurer shall have no further obligation to make any of the Periodic Payments. If so requested by the Insurer each Plaintiff shall execute the qualified assignment to

confirm such Plaintiff's acceptance of the assignment and such Plaintiff's release and discharge of the Insurer.

5.0 Discharge of Obligation

The obligation of the Insurer or the Assignee to make each Periodic Payment to the Payee designated to receive such payment shall automatically be discharged upon the mailing of a valid check in the amount of such payment to the address of such Payee most recently designated pursuant to Section 3 of this Addendum or upon completion of an electronic funds transfer in the amount of such payment to the deposit account of such Payee most recently designated pursuant to Section 3 of this Addendum.

6.0 Legal and Tax Advice; Comprehension of Agreement

In entering into this Addendum, each Plaintiff represents that such Plaintiff has relied solely upon the legal and tax advice of such Plaintiff's own attorneys and other advisers, who are the attorneys and advisers of such Plaintiff's choice, that the terms of this Addendum have been completely read and explained to such Plaintiff by such attorneys and that such terms are fully understood and voluntarily accepted by such Plaintiff.

7.0 Governing Law

This Addendum shall be governed by and interpreted in accordance with the internal laws of the State of Texas.

8.0 Contingent Beneficiaries

Any payments to be made after death of any Payee pursuant to the terms of this Addendum shall be made to such party (the "Contingent Beneficiary") as shall have been designated in writing to the Insurer or the Assignee, as applicable, by a Payee authorized to make such designation. If no such Contingent Beneficiary has been designated, or if no such Contingent Beneficiary is living at the time of a Payee's death, payments shall be made to the estate of the deceased Payee. No designation of a Contingent Beneficiary and no revocation of any such designation, shall be effective unless it is in writing, in a form acceptable to the Insurer or the Assignee, as applicable, duly executed by the Payee and delivered to the Insurer or Assignee, as applicable. Unless otherwise expressly provided in this Addendum, any designation of a Contingent Beneficiary made by a Payee shall be deemed to be revocable, and no party designated as a Contingent Beneficiary by any Payee shall, by virtue of such designation, be deemed to have any cognizable interest in any Periodic Payments prior to the death of the Payee that has designated such party as a Contingent Beneficiary.

Michele Beitia, as next friend of [REDACTED] a minor

M. Beitia 10/27/21
[Plaintiff's Signature] [Date]

Travelers Indemnity Company

[Date]

From Travelers:

- \$500,000 and \$875,000 already paid to the annuities for the minor plaintiffs
- \$1,000,000, made payable to Edwards Law Group and Javier Ambler, Sr.;
- \$987,740, made payable to Edwards Law Group and Maritza Ambler

Travelers Total: \$3,362,740

From the County:

- \$12,260, made payable to Edwards Law Group and Maritza Ambler;
- \$625,000, made payable to Edwards Law Group and [REDACTED] and
- \$1,000,000, made payable to Romanucci & Blandin, LLC and Michele Beitia as next friend of [REDACTED]

County Total: \$1,637,260

TOTAL SETTLEMENT: \$5,000,000