

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as the "Settlement Agreement") is made and entered into this 30th day of March, 2021, by and between:

"Plaintiff" – Brent Carter

"Defendant" – City of Manchester, Tennessee

Recitals

A. Plaintiff initiated a legal action in the case of Brent Carter v. City of Manchester, Tennessee, United States District Court, Eastern District of Tennessee, Winchester Division no. 4:19-cv-00076-DCLC-SKL, concerning damages allegedly suffered by Plaintiff as a result of the alleged acts or omissions of Defendant's employees and/or officials.

B. Plaintiff and Defendant desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims against Defendant and its insurance carriers, third-party administrators, officials, employees, agents, and attorneys (hereinafter referred to collectively as "Releasees") which are, or might have been, the subject matter of the complaint, upon the terms and conditions set forth below.

Agreement

The parties agree as follows:

1.0 Release and Discharge

1.1 In consideration of the payment set forth in Section 2, Releasees are released and discharged from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which Plaintiff now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the complaint (and all related pleadings) including, without limitation, any and all known or unknown claims for bodily and personal injuries or other damages to Plaintiff as a result of the incidents referred to in the complaint filed in this case.

1.2 This release and discharge shall apply to past, present and future officers, directors, stockholders, attorneys, attorneys-in-fact, agents, servants, representatives, employees, subsidiaries, affiliates, member companies, partners, insurers,

predecessors and successors in interest, and assigns of Releasees and their insurance carriers, attorneys, agents, and employees.

1.3 This release shall be a fully binding and complete settlement among Plaintiff and Releasees, and, to the extent applicable, their past, present and future officers, directors, stockholders, attorneys, attorneys-in-fact, agents, servants, representatives, employees, subsidiaries, affiliates, member companies, partners, insurers, predecessors and successors in interest, and assigns.

1.4 It is acknowledged and agreed that the release and discharge set forth above is a general release and that Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date but which are not now known or suspected to exist against Releasees. It is further agreed that the payment of the sums specified herein by or on behalf of Releasees shall constitute a complete settlement and compromise of all of Plaintiff's claims against Releasees and their insurance carriers, attorneys, agents, and employees. It is further understood and agreed to by the parties that this settlement may not be construed as an admission of liability on the part of Releasees, by whom liability is expressly denied. Instead, it is understood that the decision settle was made by the City of Manchester's insurance carrier pursuant to the contractual provisions of the applicable liability insurance policy.

1.5 As consideration for the monetary payment by Defendant referred to in section 2.0 below, Plaintiff shall file a stipulation of dismissal with prejudice with the court in the above-referenced legal action within 14 days of receipt of that monetary consideration. Such stipulation of dismissal shall not include any language referring to this settlement and shall not otherwise suggest that Defendant admits to or is guilty of any liability or wrongdoing in connection with the allegations in the complaint.

2.0 Consideration for Settlement

As an alternative to Plaintiff's acceptance of the Fed. R. Civ. P. 68 Offer of Judgment made by Defendant to Plaintiff on March 26, 2021, Defendant shall pay or have paid on its behalf Two Hundred Fifty Thousand and no/100 dollars (\$250,000.00) to Plaintiff and Plaintiff's attorneys in full and final settlement of all of Plaintiff's claims against Releasees and as consideration for all of the terms of the settlement as set forth in this agreement.

3.0 Agreement to Indemnify and Defend

It is acknowledged and agreed that Plaintiff will defend, indemnify, and hold harmless Releasees from any subrogation claims which have been made and/or may be made for any and all medical or other expenses relating to Plaintiff arising out of the incident referenced herein, including but not limited to, those expenses for which a third party (or parties) retain(s) a subrogation lien (or liens). Plaintiff acknowledges that all subrogation and lien claims arising out of contract or under state or federal law,

including, but not limited to, any subrogation or lien claims of Plaintiff's healthcare providers, insurance carriers, state workers' compensation, any federal agency or program such as Medicare, Medicaid, the Veteran's Administration, or social security, and any state agency or program such as TennCare are the sole and separate obligation of Plaintiff which Plaintiff agrees to address or otherwise resolve. Further, Plaintiff hereby agrees to indemnify, save, defend, and hold harmless Releasees from any and all claims, subrogated interests, or liens of any third parties including, but not limited to, hospital and physicians' liens, workers' compensation liens, health insurance carrier liens, Medicare liens, Medicaid liens, Veteran's Administration, or social security liens/claims or subrogated rights, attorneys' fees, charging liens, penalties, any local, county, city, state or federal government liens, Internal Revenue Service liens, and any and all other subrogated interests or liens, regardless of their source. Plaintiff further acknowledges that it is Plaintiff's responsibility to address or otherwise resolve any of the foregoing liens or subrogated interests from the proceeds of this settlement.

4.0 Entirety of Agreement

It is acknowledged and agreed that this Settlement Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements, and all previous and contemporaneous discussions and understandings of the parties and/or their representatives in connection with the subject matters hereof. Except as otherwise provided herein, no covenant, representation, or condition not expressed in this Settlement Agreement or any amendment thereto shall be binding upon the parties or shall affect or be effective to interpret, change, or restrict the provisions of this Settlement Agreement.

5.0 Warranty of Capacity to Execute Agreement

It is represented and warranted that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Plaintiff has the sole right to receive the sums as directed and/or specified herein; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

6.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee.

7.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

8.0 Successors in Interest

This Settlement Agreement shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of the parties.

9.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by Plaintiff.

10.0 Execution in Counterparts

The parties agree that this Settlement Agreement may be executed in counterparts if applicable and that such execution shall constitute a full and binding agreement to the same extent as if executed contemporaneously on the same document.

11.0 Amendments

No amendment, change, or modification of any of the terms, provisions, or conditions of this Settlement Agreement shall be effective unless made in writing and signed by the parties against whom such amendment, change, or modification is sought to be enforced. Waiver of any provision of this Settlement Agreement shall not be deemed a waiver of future compliance herewith and such provisions shall remain in full force and effect.

12.0 Severability

In the event any provision of this Settlement Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Settlement Agreement shall not be affected thereby and shall continue to be valid and enforceable.

13.0 Enforcement Expenses

In the event of any claims, disputes, or litigation arising from this Settlement Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and/or other expenses incurred in connection with such claims, dispute, or litigation.

14.0 Captions

The titles or captions of sections and paragraphs in this Settlement Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Settlement Agreement. Such titles or captions do not define, limit, extend, explain or describe these scope or extent of this Settlement Agreement and release or any of its terms or conditions.

15.0 Discretionary Costs

Each party to this Settlement Agreement shall bear their own discretionary costs except as otherwise expressly provided for herein.

16.0 Court Costs

Plaintiff shall pay any and all court costs as calculated by the court clerk.

17.0 Signatures

Signatures on this Settlement Agreement that are sent via facsimile or scanned electronically and communicated by email or other electronic communication means shall have the same force and effect as original signatures, and the parties shall be entitled to rely thereon for authentication and execution of this Settlement Agreement.

I have read this Settlement Agreement and Release and hereby acknowledge that I understand and accept all of the terms and conditions herein and that I have done so with the advice of my counsel.

Brent Carter

BRENT CARTER

Date: 3-30-21

STATE OF Tennessee)

COUNTY OF Coffee)

Sworn to and subscribed before me a notary public for said state and county, this
the 30th day of March, 2021.

Michael Buck

Notary Public

MY COMMISSION EXPIRES:

8-22-2022

