



FCCI USE ONLY ADJUSTER NAME Tony LaRocca
CLAIM NUMBER C00163824-01

GENERAL RELEASE

The undersigned parties to this Release, to wit: Tom Green County, _____ (hereinafter collectively referred to as the "Releasor"), Templeton Construction Co Inc and FCCI Insurance Company (hereafter collectively referred to as the "Releasee") hereby agree as follows:

WHEREAS, Releasor has filed a claim against Releasees due to an accident, incident or loss occurring on February 10, 2016 at Tom Green County/Edd B Keyes, Bldg 113 W Beauregard, San Angelo, TX, in Tom Green County, TEXAS (hereafter "the Occurrence");

WHEREAS, the parties wish to compromise and settle all claims each may have against the other as a result of the Occurrence;

NOW, THEREFORE, the parties agree as follows:

SCOPE OF RELEASE

Releasor, for and on behalf of each and all of his/her/their respective present, former, and future successors, heirs, executors, administrators, guarantors, attorneys, representatives, insurers and assigns (all of whom are also hereinafter collectively referred to as the "Releasor"), for and in consideration of the sum of \$8,100.00 (Eight Thousand One Hundred Dollars and Zero Cents) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby release, acquit, and forever discharge Releasee(s), and if Releasee(s) is/are a corporation, all of its respective present, former and affiliated and subsidiary corporations, divisions and associations, and each and all of its present, former and future officers, directors, trustees, agents, employees, insurers, executors, personal representatives, managers, predecessors, successors, representatives and assigns (all of whom are also hereafter collectively referred to as the "Releasee(s)") of and from any and all claims, demands, contracts, leases, guaranties, covenants, suits, causes of action, obligations, controversies, debts, costs, accounts, damages, judgments, losses and liabilities of whatever kind or nature, in law, equity, statutory or otherwise, whether known or unknown, which against them, or any of them, Releasor(s) now has, had, may have had, or can, shall or may have which were or might or could have been asserted in connection with, arising out of or in any way relating to the Occurrence.

It is the intent of the undersigned Releasor that this is a general, complete, full, comprehensive and final release of any and all liability of the parties released herein arising from or out of any act performed or omitted by, or on behalf of the parties released herein prior to the date hereof, in any way relating to the Occurrence.

OWNERSHIP OF CAUSES OF ACTION

The undersigned Releasor hereby expressly warrants, represents and covenants to the parties released herein that Releasor is presently the legal owner and holder of the claims or causes of action released hereby, and that it has not heretofore expressly or impliedly assigned, transferred, pledged or otherwise disposed of any such rights, claims, demands, or causes of action being described herein and released hereby.

SATISFACTION OF LIENS

The undersigned Releasor further declare and represent that any and all hospital liens, worker's compensation liens, repairmen liens, attorney's liens, governmental liens and/or subrogation rights possessed by any third party have been settled or released and that the undersigned hereby expressly agree to hold harmless and indemnify the Releasee(s) from any such liens or any action brought on account of such liens or subrogation rights, whether or not said actions allege or show negligence on the part of Releasee(s) in determining the existence or validity of any such liens, said indemnification to include without limitation the amount of the lien(s) and Releasee(s) attorney's fees expended in defending any such actions. Releasor(s) hereby agree(s) that the proceeds of this settlement will be used to satisfy any such liens.

RELEASOR'S INITIALS

ENTIRE AGREEMENT

The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto and supersedes any prior oral or written agreements between the parties, and that the terms of the Release are contractual and not a mere recital.

The undersigned has read the foregoing Release and fully understands it.

Executed in San Angelo, Tom Green County, Texas this 26th day of April, 2016

[Signature]

, Releasor

Stephen C Floyd

PRINT OR TYPE NAME

, Releasor

PRINT OR TYPE NAME

County of Tom Green
State of Texas

BEFORE ME, the undersigned authority, personally appeared, Stephen C. Floyd who, after being duly cautioned and sworn, depose(s) and say(s) he/she/they has/have read the above Release and that he/she/they has/have set his/her/their hand(s) and seal(s) thereto for the purposes therein expressed.

The foregoing instrument was acknowledged before me this 26 day of April, 2016 by Stephen C. Floyd;

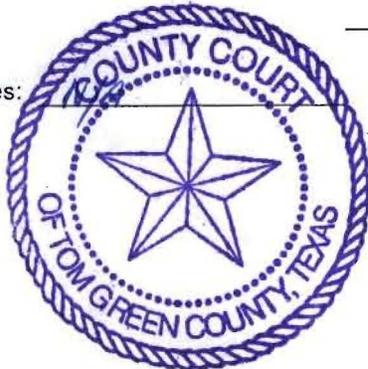
- Who is/are personally known to me or
- Who produced the following identification _____ and
- Who did take an oath or
- Who did not take an oath.

Elizabeth McGill

SIGNATURE OF NOTARY

PRINT OR TYPE NAME OF NOTARY

My Commission Expires:



Applicable in Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Applicable in Arkansas: Any person or entity who willfully and knowingly makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who willfully and knowingly employs any device, scheme or artifice, for the purpose of obtaining any benefit or payment, defeating or wrongfully increasing or wrongfully decreasing any claim for benefit or payment, or obtaining or avoiding workers compensation coverage or avoiding payment of the proper insurance premium, or who aids and abets for any of said purposes, under this chapter will be guilty of a Class D felony.

Applicable in Florida: Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company or self insured program, files a statement of claim containing any false or misleading information is guilty of a felony of the third degree.

Applicable in Georgia: In accordance with O.C.G.A. s. 33-7-12, insurer notifies the third party claimant that the insurer does not have the written consent of its insured to the settlement described in the Release and such insured is not thereby precluded from the further assertion of claims against the third party claimant arising out of the incident or occurrence described in the Release.

Applicable in Illinois: A person commits the offense of insurance fraud when he or she knowingly obtains, attempts to obtain, or causes to be obtained, by deception, control over the property of an insurance company or self-insured entity by the making of a false claim or by causing a false claim to be made on any policy of insurance issued by an insurance company or by the making of a false claim to a self-insured entity, intending to deprive an insurance company or self-insured entity permanently of the use and benefit of that property.

Applicable in Indiana: A person who knowingly and with intent to defraud an insurer, files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Applicable in Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in Missouri: A person commits a fraudulent insurance act if such person knowingly presents, causes to be presented, or prepares with knowledge or belief that it will be presented, to or by an insurer, purported insurer, broker, or any agent thereof, any oral or written statement including computer generated documents as part of, or in support of, an application for the issuance of, or the rating of, an insurance policy for commercial or personal insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance, which such person knows to contain materially false information concerning any fact material thereto or if such person conceals, for the purpose of misleading another, information concerning any fact material thereto.

Applicable in North Carolina: Any person who, with the intent to injure, defraud, or deceive an insurer or insurance claimant:

- (1) Presents or causes to be presented a written or oral statement, including computer-generated documents as part of, in support of, or in opposition to, a claim for payment or other benefit pursuant to an insurance policy, knowing that the statement contains false or misleading information concerning any fact or matter material to the claim, or
- (2) Assists, abets, solicits, or conspires with another person to prepare or make any written or oral statement that is intended to be presented to an insurer or insurance claimant in connection with, in support of, or in opposition to, a claim for payment or other benefit pursuant to an insurance policy, knowing that the statement contains false or misleading information concerning a fact or matter material to the claim is guilty of a Class H felony.

Applicable in Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statements, is guilty of insurance fraud.

Applicable in South Carolina: A person who knowingly makes a false statement or misrepresentation, and any other person knowingly, with an intent to injure, defraud, or deceive, or who assists, abets, solicits, or conspires with a person to make a false statement or misrepresentation, is guilty of a misdemeanor or felony, depending upon the circumstances.

Applicable in Tennessee: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Applicable in Texas: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in Virginia: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Applicable in Other States: Please Note: Some state laws require that we advise all claimants of the following: Under most state laws, a person who knowingly and with the intent to defraud an insurance company submits a claim or documentation in support of a claim containing materially false, incomplete or misleading information, commits a fraudulent insurance act, which is a crime and may subject the person to criminal and/or civil penalties.