

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims is made and entered into by and between Brent A. Jones (hereafter referred to as "Plaintiff"), Joseph C. Brady, Stephanie Brady, The Estate of Boz Landon Brady and its personal representative, Callie Brady, their agents, heirs, successors and insurers (hereafter collectively referred to as "Defendants").

Consideration and Waiver

In consideration for the payment to Plaintiff of THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$325,000), the receipt and sufficiency of which is hereby acknowledged, Plaintiff hereby releases and discharges Defendants from any and all claims of any kind or character which Plaintiff has or might have against Defendants resulting from the motor vehicle accident that occurred on or about July 25, 2009 on U.S. Highway 50, between Salida, Colorado and Coaldale, Colorado, including but not limited to claims for negligence, negligence per se, negligent entrustment, family car doctrine claims, conspiracy, joint liability and for punitive and/or exemplary damages. In addition, and not by way of limitation, Plaintiff hereby releases and discharges Defendants from any and all claims Plaintiff has asserted or could have asserted against Defendants directly or indirectly in the lawsuit known as, *Brent A. Jones v. The Estate of Boz L. Brady, Joseph C. Brady and Stephanie L. Brady*, United States District Court for the District of Colorado, Case No. 10-cv-00662-WJM-BNB. Also in addition, and not by way of limitation, Plaintiff hereby releases and discharges Defendants from any and all claims Plaintiff has asserted or could have asserted against Defendants directly or indirectly in the probate action known as, *In Re: The Estate of Boz L. Brady*, Chaffee County, Colorado District Court, Case No. 2010 PR 15.

No Admission of Liability

This Agreement is a compromise of disputed claims and shall not be construed as an admission by Defendants of liability or any wrongdoing against Plaintiff.

Unknown Damages and Injuries

Plaintiff fully appreciates the severity and nature of the injuries and damages he has suffered as a result of the above-described accident. Plaintiff fully appreciates and acknowledges that injuries, economic losses and overall damages may be greater than is presently believed and may in the future increase or worsen. Plaintiff hereby assumes any risk, responsibility and consequence of any increase or worsening of the damages sustained and agrees that he will not look to Defendants for any additional payments not set forth in this Settlement Agreement and Release.

Ownership of Claims

Plaintiff represents and guarantees that he has not assigned, transferred or purported to have assigned or transferred to any person or entity any claim or cause of action against Defendants, or any portion thereof, arising out of the accident described above. Plaintiff represents that he is the real party in interest to pursue all claims or causes of action against Defendants as a result of the above-described accident and further represents and warrants that there are no other parties with liens or rights of subrogation who may have a right to or claim against any of the settlement funds paid to Plaintiff, with the exception of Ingenix/United Healthcare. Plaintiff, represents that he has satisfied or will satisfy the Ingenix/United Healthcare claim and any and all other such claims, liens or rights of subrogation that exist or arise from the settlement funds paid to Plaintiff. Plaintiff specifically represents that no government entity or quasi-governmental entity, including but not limited to Medicare and Medicaid, has paid for any care or service provided to Plaintiff or on his behalf. Plaintiff further represents that no hospital liens exist with respect to care provided to Plaintiff as a result of the above-described motor vehicle accident.

As further consideration of receipt of the above-described sum of three hundred twenty five thousand dollars (\$325,000), Plaintiff agrees to indemnify and to hold Defendants harmless with regard to any lien, claim for payment, claim for reimbursement, subrogation claim or the like asserted by any party who claims to be entitled to the money paid by Defendants to Plaintiff (or to any portion thereof) pursuant to any contract, statute or common law.

No Representations

Plaintiff acknowledges that no promise or inducement which is not expressly set forth herein has been made to him, and in executing this Settlement Agreement and Release, Plaintiff does not rely upon any statements or representations made by any person including, but not limited to Defendants or their representatives concerning any aspect of Plaintiff's claims including, but not limited to, the nature, extent or duration of injuries or damages or the legal liability therefor.

Mistake

Plaintiff specifically states that it is his intention to release fully and forever Defendants from any and all claims or damages of whatever kind, character or nature, even if there may exist a mistake on the part of any party to this Settlement Agreement and Release regarding any fact or issue including, but not limited to, the law or the extent and nature of the injuries and damages sustained by Plaintiff or the legal liability therefor.

Tax Consequences

Defendants make no representations to Plaintiff regarding the tax consequences of this settlement, and Plaintiff stipulates and agrees that Plaintiff shall be solely responsible for paying any taxes due and owing as a result of this settlement.

Complete Agreement

This Settlement Agreement and Release contains all of the agreements and understandings between the parties and supersedes any prior negotiations or proposed agreements, written or oral. This Settlement Agreement and Release may be amended only by a writing signed by all of the parties to this agreement.

Severability

Should any provision of this Settlement Agreement and Release be declared or be determined by any Court to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Settlement Agreement and Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this agreement.

Applicable Law

This Settlement Agreement and Release is made and entered into in the State of Colorado and it shall in all aspects be interpreted, enforced and governed under the laws of this State. The language of all parts of this Settlement Agreement and Release shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties to this agreement.

Full Knowledge

Plaintiff represents and agrees that he has read this Settlement Agreement and Release and that he has had the opportunity to have legal counsel fully explain its contents and the ramifications of this agreement and has had sufficient time to consider this agreement and understand its contents.

[Remainder of page intentionally left blank.]

I HAVE CAREFULLY READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS, KNOW THE CONTENTS THEREOF, FULLY UNDERSTAND IT AND SIGN THE SAME AS MY OWN FREE ACT.

8-20-12
Date

Brent A. Jones
Brent A. Jones

STATE OF La.)
COUNTY OF Vernon) ss.

Subscribed and sworn to before me this 20th day of August, 2012, by Brent A. Jones.

Witness my hand and official seal.

My commission expires: death
Angela K
Notary Public

ANGELA KAY
NOTARY PUBLIC
NOTARY ID: #33407
VERNON PARISH, LA.
COMMISSION EXP: AT DEATH

APPROVED:
[Signature]
Michael [Signature]
Counsel for Brent A. Jones