

Claim Number 24181143



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Underwriting Company Ohio Security Insurance Company

Property Damage Release

The "Claimant", City of San Antonio, being of lawful age, for the sole consideration of Eighty-Nine Thousand Five and Ninety-One Hundredths Dollars (\$89,005.91), paid by Ohio Security Insurance Company (hereinafter called the "Company"), hereby releases and forever discharges Netspan Corporation and Foremost Telecommunications Corporation, (hereinafter called the "Released Parties"), their heirs, executors, administrators, successors, agents, servants, employees and assigns, and all of their past and present related subsidiaries, parents, members, managers, affiliated corporations, and their agents, attorneys, dealers, employees, officers, members, directors, managers, governing body members, stockholders, shareholders, partners (both general and limited), sureties, successors, assigns, predecessors, servants, representatives; and all insurers and reinsurers of the persons, firms, property owners or entities in this definition and their agents, employees, attorneys, and representatives from any and all claims for loss, damages, costs, contribution, or any other thing whatsoever on account of, or in any way arising out of, all property damage and any other type of damage of any kind that occurred to claimant's facilities, whether now known or unknown, arising out of an accident or occurrence February 22, 2023, at or near Stonewall Ave between Pleasantron Rd and S Flores S, San Antonio, Texas.

The Claimant agrees that the above-referenced settlement amount includes any right, claim or demand for pre-settlement or post settlement interest. The Claimant further agrees and hereby waives and releases any statutory or judicially recognized claim for pre- and post-judgment interest on the aforementioned claim and/or damages.

The Claimant represents and warrants that no other person or entity has or had any interest in the claims, rights, demands, damages, or causes of action, referred to in this release agreement and that the Claimant has the sole right and exclusive authority to execute this release and receive the sum specified in it for all claims, and that the Claimant has not sold, assigned, transferred, conveyed, or otherwise disposed of any rights, claims, demands, damages, or causes of action, referred to in this release.

The Claimant acknowledges that he/she/they has read this release agreement and fully understands that this release agreement, in accordance with the intent and purpose expressed above, encompasses all negotiations, discussions, and bargaining of the

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parties as to this settlement, and is the entire agreement between the parties to this release agreement.

The Claimant also acknowledges that he/she/they was informed prior to the signing of this agreement that he/she/they had the right to consult with legal counsel of the Claimant's own choice and that an adequate opportunity was afforded to the Claimant to seek such advice or counsel. The Claimant further affirms that he/she/they was presented with an adequate opportunity between the matter giving rise to this agreement and the signing of this agreement to consider the agreement and its consequences.

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Texas state fraud language:

“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.”

ATTENTION - READ BEFORE SIGNING

Claimant:

City of San Antonio

Printed Name

X

Signature

Date