GENERAL RELEASE IN FULL
(WRONGFUL DEATH/SURVIVAL ACTION)

KNOW ALL MEN BY THESE PRESENTS, that I, Martha Edith Brucker, individually and as Personal Representative of the Estate Stanley Brucker, deceased, for the sole consideration of Two-Hundred Thousand and 00/100TH Dollars ($200,000.00) paid by or on behalf of Fort Mill School District 4 release and forever discharge for myself, for the Estate of Stanley Brucker, for any and all beneficiaries of Stanley Brucker, and for any and all heirs at law, administrators and assigns and all other persons, firms or corporations from all claims, demands, damages, actions or causes of action, including, but not specifically limited to, the alleged wrongful death and survival action of the deceased under South Carolina Code sections 15-51-10 through 15-51-60, and 15-5-90 including any and all claims that have brought or could have been brought in Martha Edith Brucker, as Personal Representative of the Estate of Stanley Eugene Brucker v. Fort Mill School District 4 and Belinda Denise Jenkins. Of this sum $0.00, has been allocated to any action surviving decedent's death under South Carolina Code section 15-5-90 and the remainder to the wrongful death action.

This Release is intended solely as a release of Fort Mill School District 4 and those persons or entities released through it. All claims against Defendant Belinda Denise Jenkins are expressly reserved and preserved, and nothing contained herein shall be construed as a release, satisfaction, discharge, or waiver of any claim against Belinda Denise Jenkins.

This is a full and final compromise of all claims against Fort Mill School District 4 arising out of injury and death to Stanley Brucker as the result of an incident that occurred

on March 21, 2024 on or near Fort Mill, York County, South Carolina ("the Incident"); and from all claims or demands whatsoever in law or in equity, which I, Martha Edith Brucker and any and all beneficiaries of the Estate of Stanley Brucker and any and all heirs at law, administrators or assigns may have by reason of any matter, cause, thing, act or omission.

IT IS UNDERSTOOD AND AGREED that this is a full and final release of all claims of every nature and kind whatsoever, and releases claims that are known and unknown, suspected and unsuspected.

In consideration of the above payment, the undersigned also agrees that this settlement is the compromise of a doubtful and disputed claim and that the payment made in settlement thereof is not to be construed as an admission of liability on the part of the party or parties or any of them hereby released. The releasee denies liability of any nature or kind to the releasor.

The undersigned further declares and represents that no promise or 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 the terms of this Release are contractual and not a mere recital.

The undersigned certifies that there are no unsatisfied liens or subrogation claims for medical bills, funeral expenses or other expenses as a result of the accident which will not be satisfied from the proceeds of this settlement. This includes, but is not limited to, any claims of any state, the United States, or any private insurance carrier. In the event that any additional liens or subrogation interest should be presented subsequent to the signing of the Release, the undersigned and her attorney do hereby agree, as evidenced

by their signature to this agreement, to fully indemnify Fort Mill School District 4 and hold her harmless from any and all such claims, including expenses for attorney's fees and costs in defending any such claims.

That the undersigned further agree to defend, hold harmless and indemnify Fort Mill School District 4 and the South Carolina School Boards Insurance Trust of and from any and all losses, claims, causes of action, suits, liabilities, judgments, verdicts, awards or damages of whatsoever kind or nature growing out of the incident for contribution and/or indemnity by any other tort-feasor or any alleged tort-feasor or any other person or corporation allegedly liable for these damages and/or conditions referred to herein. The undersigned further agree to defend, hold harmless Fort Mill School District 4 of and from any and all liability, actions, judgments or demands arising from or in any way connected to or with any subrogation claims, liens or statutory liens (federal or state, specifically including, but not limited to, Medicare liens for conditional payments or Medicaid liens or any other lien which may be asserted in the future against the payments described above for any service that may ultimately be provided in the future) for any compensation or medical payments due or claimed to be due now, or hereinafter, or paid under any law (state or federal), regulation (including but not limited to 42 C.F.R. §411.24 *et. seq.*) or contract, and from all losses, claims, liabilities, causes of action, suits, judgments, verdicts, awards and damages of whatsoever kind or nature arising as a result of or pertaining in any way to the matters referred to in this Release. This agreement to defend, hold harmless Fort Mill School District 4 and herein expressly includes, but is not limited to, any and all derivative claims, liabilities, causes of action, suits, judgments, verdicts, awards and damages of whatsoever kind or nature arising as a result of or

pertaining in any way to the alleged injuries and/or damages sustained by us. The undersigned expressly stipulate and agree that she will indemnify and hold forever harmless Fort Mill School District 4 for any amount paid by them in connection with the assertion of any such claims or liens, whether these amounts are paid for settlement, verdict, defense costs, including attorneys' fees, or otherwise.

The undersigned acknowledge and expressly warrant, as a further consideration and inducement for this compromise settlement and Release, that Medicare has made no conditional payments for any medical expense or prescription expense related to the the incident, and that she is not, nor has she ever been at any time since the date of the the incident, a Medicare beneficiary. The undersigned further acknowledges and warrants that she has not been denied Social Security Disability Benefits, nor has she appealed from a denial of Social Security Disability Benefits. The undersigned agree to accept personal responsibility for the payment of any and all medical expenses that Medicare and/or CMS seeks to recover and shall indemnify and hold harmless Fort Mill School District 4 from payment of the same.

As the decedent was apparently in the course and scope of his employment at the time of this incident, the parties acknowledge that the Estate has presented a workers' compensation claim and that the workers' compensation carrier and that this settlement is contingent upon the workers' compensation carrier's agreement and the submission of an agreement to South Carolina Workers' Compensation Commission.

I have read the foregoing Release.

Martha Edith Brucker, individually and as Personal Representative of the Estate of Stanley Brucker

ATTORNEYS CERTIFICATE

As attorney for Martha Edith Brucker, individually and as Personal Representative of the Estate of Stanley Brucker, I have explained the meaning of this Release to her and have recommended the acceptance of its terms and conditions.

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