

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is executed by and between The County of Keith, Nebraska ("Keith County") and Corporate Benefits Consortium, Inc. ("COBECON") (collectively referred to herein as the "Parties" or individually as a "Party"), effective as of the date that this Agreement has been executed by all Parties (the "Effective Date").

RECITALS

WHEREAS, RCG North Platte, LLC previously filed a lawsuit against Keith County and Meritain Health, Inc. in the District Court of Lincoln County, Nebraska found at Case Number C117-86 and captioned as *RCG North Platte, LLC v. The County of Keith, Nebraska and Meritain Health, LLC*, claiming certain damages resulting from an alleged breach of contract by Keith County and Meritain Health, LLC;

WHEREAS, Keith County, denying the allegations asserted against it by RCG North Platte, LLC, settled the lawsuit filed against it by RCG North Platte, LLC;

WHEREAS, Keith County filed a third-party complaint against COBECON and Kimberton Healthcare Consulting, Inc. in the above-captioned lawsuit, generally alleging that COBECON and Kimberton Healthcare Consulting, Inc. were liable for the damages claimed by RCG North Platte, LLC against Keith County;

WHEREAS, COBECON denies the allegations in Keith County's operative complaint against COBECON;

WHEREAS, Keith County and COBECON have reached a resolution of the claims asserted or that could have been asserted in the operative third-party complaint Keith County filed against COBECON; and

WHEREAS, in order to avoid further legal costs and the uncertainty of litigation, Keith County and COBECON desire to resolve all disputes relating to this matter.

COVENANTS, TERMS, AND CONDITIONS

NOW THEREFORE, in consideration of the terms, covenants, and conditions contained in this Agreement, and for good and valuable consideration, the Parties agree as follows:

1. Settlement Proceeds.

COBECON, via its insurer, xxxx Insurance Company, agrees to pay a total of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), towards the settlement of the above captioned third-party lawsuit filed by Keith County against COBECON and to settle all claims of Keith County against it.

2. **Dismissal of the Third Party-Complaint.**

Keith County agrees to dismiss its Third Party-Claim against COBECON, with prejudice, by signing a Joint Stipulation for Dismissal with Prejudice.

3. **Release by Keith County.**

In consideration of the promises made above, Keith County hereby releases and forever discharges COBECON, and its past and present employees, officers, directors, managers, members, shareholders, principals, parents, subsidiaries, affiliates, partners, agents, attorneys, representatives, predecessors-in-interest, successors-in-interest, and assigns (the "Releasees") from any and all actions, causes of action, claims, costs, damages, debts, demands, disputes, liabilities, losses, obligations, proceedings and suits of every kind and nature, in law, equity or otherwise, whether known or unknown, fixed or contingent, contract or tort, common law or statutory, that it ever had, now has, or may ever have against COBECON resulting from, arising out of, or related to the above captioned lawsuit and third party complaint.

4. **Other Agreements Necessary to Effectuate the Purposes of this Settlement; Non-Admission of Liability.**

The Parties acknowledge that prior to executing this Agreement, each Party apprised itself of all relevant information so as to be enabled to intelligently exercise independent judgment in determining its contents, terms, force, and effect. The Parties further acknowledge that their decision to execute this Agreement is voluntary and not predicated on or influenced by any declaration, representation, or promise by anyone, except as provided within this Agreement. The Parties further acknowledge that they have each read this Agreement and fully understand its contents and terms.

This Agreement sets forth the entire agreement and understanding of the Parties and supersedes any prior agreement, arrangements, and understandings. No representation, promise, inducement, or statement of intention has been made to any of the Parties that is not embodied in this Agreement, and none of the Parties to it shall be bound by or liable for any alleged misrepresentation, promise, inducement, or statement of intention not so set forth. This Agreement may not be amended or modified except by a written instrument executed by the Parties after the execution of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties' heirs, representatives, successors, and assigns. The Parties acknowledge their understanding that the terms of this Agreement are contractual and not a mere recital.

The Parties understand and further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall constitute an admission of liability or wrongdoing on the part of either Party.

5. Interpretation of the Agreement; Savings Clause.

The titles of each paragraph of this Agreement are for guidance only and shall not affect the meaning of any paragraph. Because each Party has had the advice or the opportunity to seek the advice of counsel in reviewing this Agreement, the usual rule that ambiguities are to be construed against the drafter is waived by the Parties. In the event that any of the terms, conditions, or covenants contained in this Agreement shall be held to be invalid, the invalidity shall not affect any other terms, conditions, or covenants contained in this Agreement, each of which shall remain in full force and effect.

6. Authority.

Each Party declares and warrants that: (a) it has all the necessary right, power, and authority to enter into and perform under this Agreement; (b) the person executing this Agreement on its behalf was fully authorized to do so at the time of execution; (c) this Agreement constitutes a binding and valid obligation of the Party in accordance with the terms of this Agreement; (d) it has the authority to release any and all rights and liabilities being released hereunder; and (e) that the full amount of the settlement proceeds may be paid as set forth above and that any approval required by any bankruptcy proceeding, tribunal or court has been obtained. Further, Keith County specifically represents and warrants that it has obtained all necessary approval to enter into this binding settlement agreement.

7. Other Instruments.

The Parties agree to execute and deliver to each other all instruments and do such further acts and things as are reasonably necessary to accomplish the purpose of this Agreement.

8. No Waiver.

The failure of a Party to enforce any provision of this Agreement shall not be deemed a waiver of any preceding or succeeding breach of this Agreement.

9. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to conflicts of law rules.

[remainder of page left blank intentionally]

10. Execution of Agreement.

This Agreement shall become effective only upon its execution by the Parties. It is understood, however, that this Agreement may be executed in counterparts, each of which shall be deemed an original but which, when taken together, shall constitute one and the same Agreement. Signatures transmitted by facsimile or by electronic mail shall be effective as originals.

CAUTION: READ BEFORE SIGNING

THE COUNTY OF KEITH, NEBRASKA,

By: Kim H. Elder

Printed Name: Kim H. Elder

Its: Chairman

Date: 10-16-2019

Subscribed and sworn to before me by _____, as _____ for the County of Keith, Nebraska, this ___ day of _____, 2019.

(SEAL)

Notary Public

CORPORATE BENEFITS CONSORTIUM,
INC.,

By: _____

Printed Name: Michael Poelman

Its: President

Date: _____

Subscribed and sworn to before me by Michael Poelman, as President for Corporate Benefits Consortium, Inc., this ___ day of _____, 2019.

(SEAL)

Notary Public

