

## GENERAL RELEASE AND INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Shirley Ann Thompson, as Executor of the Estate of Thomas Michael Thompson ("RELEASOR") hereby releases the City of Winston-Salem, Jarrett Lee Terry, Brian Keith Parker, Jr., Brycen Gray Burcham, and all past and present officers, elected or appointed officials, agents, and employees of the City of Winston-Salem, (hereafter jointly and separately referred to as "the RELEASED PARTIES"), this 14 day of August, 2025, as is more particularly described herein.

In consideration of the compromise of disputed claims and the payment of \$1.25 million (One Million, Two Hundred and Fifty Thousand Dollars) payable to "the Maginnis Howard Trust Account f/b/o Shirley Thompson as Executor of the Estate of Thomas Thompson" on behalf of the RELEASED PARTIES, the RELEASOR does hereby voluntarily and knowingly execute this General Release and Indemnity Agreement with the express intention of effecting the extinguishment of all obligations herein designated.

1. The RELEASOR, does hereby for the Estate of Thomas Michael Thompson, herself, her heirs and assigns, and personal representatives hereby RELEASE, ACQUIT AND FOREVER DISCHARGE THE RELEASED PARTIES and their predecessors, successors, heirs and assigns, officers, elected or appointed officials, agents, servants, employees, directors, and their attorneys from any and all claims, actions or causes of action, demands, damages (both actual and punitive), costs, back pay, front pay, judgments, expenses, liabilities, attorneys' fees and legal costs, injunctive or declaratory relief, whether known or unknown, whether in law or in equity, claims for wrongful death, negligence, claims for any intentional tort, for any alleged constitutional violations, claims under 42 U.S.C. § 1983, claims to recover damages for personal injuries, medical expenses, lost wages, pain and suffering, mental or emotional distress, or loss of earning capacity and from whatsoever cause arising or from whatsoever act or omission arising, which they now have, or might otherwise have, against the RELEASED PARTIES, including, without limitation, claims to recover damages for federal statutory violations, federal constitutional violations, North Carolina statutory violations, and North Carolina state law tort claims, including but not limited to claims for negligence, personal injuries, medical expenses, loss of consortium, lost wages, loss of earning capacity, and emotional distress, from whatsoever cause arising or from whatsoever act or omission arising, which may now exist, or might otherwise have existed, against the RELEASED PARTIES arising from the events surrounding the death of Thomas Michael Thompson on or about June 11, 2021 at the Hanes Mill Road Landfill in Winston-Salem, North Carolina, and/or claims which were raised or could have been raised in the complaint filed in Shirley Ann Thompson, as Executor of the Estate of Thomas Michael Thompson v. Brycen Gray Burcham, Jarrett Lee Terry, Brian Keith Parker, Jr., and the City of Winston-Salem, North Carolina, Case No. 23 CVS 2810 filed in the Forsyth County Superior Court, and/or arising from any conduct (whether intentional or otherwise), action, inaction, omission, or negligence on the part of any of the RELEASED PARTIES, their officers, employees, agents, representatives, predecessors, successors, heirs and assigns, agents, servants,



directors, and attorneys of and from any and all claims, occurring before the signing of this General Release and Indemnity Agreement, to the end that all claims or matters that are, or might be, in controversy between RELEASOR and the RELEASED PARTIES are forever put at rest, it being RELEASOR's clear intention to forever discharge and release any and all claims against those persons and entities herein released for all consequences resulting or potentially to result from the aforementioned events.

2. IT IS FURTHER AGREED AND UNDERSTOOD by the RELEASOR that within ten (10) days of resolution of the workers' compensation claim through a N.C.G.S. §97-10.2(j) hearing (including any appeal) or otherwise, RELEASOR shall dismiss with prejudice any outstanding lawsuits she has pending against any of the RELEASED PARTIES, including the following lawsuit: Shirley Ann Thompson, as Executor of the Estate of Thomas Michael Thompson v. Brycen Gray Burcham, Jarrett Lee Terry, Brian Keith Parker, Jr., and the City of Winston-Salem, North Carolina, Case No. 23 CVS 2810 filed in the Forsyth County Superior Court.

3. IT IS FURTHER AGREED AND UNDERSTOOD that the payment of the above-stated consideration is not to be construed as an admission of liability on the part of the RELEASED PARTIES, but that the payment of such consideration is made only in settlement of doubtful claims, liability on the part of the RELEASED PARTIES being expressly denied.

4. IT IS FURTHER UNDERSTOOD that each party hereto shall have the burden and responsibility of paying for and satisfying any claims for attorneys' fees, disbursements, costs, and other expenses incurred by each party with respect to their legal representation in this controversy. No party will seek an award of attorneys' fees from the court. It is further understood that no party shall be considered to have been the "prevailing" or "successful" party in the lawsuit within the meaning of any statute, rule, or other law for any purpose, including the award of attorneys' fees and costs.

5. IT IS FURTHER UNDERSTOOD AND AGREED that the RELEASOR shall have the sole burden and responsibility of paying for the funeral or burial expenses for the deceased Thomas Michael Thompson and the reasonable and necessary expenses incurred by the Estate of Thomas Michael Thompson or Shirley Ann Thompson, as the Administrator of the Estate of Thomas Michael Thompson, in administering the Estate of Thomas Michael Thompson, to include any expenses which may have been advanced or incurred in the course of pursuing legal action against the RELEASED PARTIES, or any of them.

6. IT IS FURTHER UNDERSTOOD AND AGREED that RELEASOR shall protect and indemnify the RELEASED PARTIES and their respective agents, elected officials, servants, heirs, executors, administrators, personal representatives, contractors, successors and assigns from or against any claim, action, suit or demand which may have been or may hereafter be brought or instituted for or by RELEASOR or on her behalf, or by or on behalf any beneficiary or alleged beneficiary of the Estate of Thomas Michael

Thompson, or by any other person or entities, against the RELEASED PARTIES, or any of them, because of or in any manner arising from or in connection with or which in the future might arise from, or by reason of the incidents hereinbefore described, to include the death of Thomas Michael Thompson.

7. The RELEASOR represents and warrants that she is the duly appointed Executor and/or Administrator of the Estate of Thomas Michael Thompson; that she is authorized to sign and enter into this General Release and Indemnity Agreement; that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this General Release and Indemnity Agreement; and that she has the right and authority to execute this General Release and Indemnity Agreement and to receive and subsequently distribute the sums specified in it on behalf of herself and the other intestate heirs of the Estate of Thomas Michael Thompson. RELEASOR further agrees, warrants, and represents that she will indemnify the RELEASED PARTIES, and each of them, and their insurers and/or sureties, from and for any claims by any person or entity who is judicially determined to be a beneficiary of the Estate of Thomas Michael Thompson. The RELEASOR represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this General Release and Indemnity Agreement, except as otherwise set forth herein; that the RELEASOR has the sole right and exclusive authority to execute this General Release and Indemnity Agreement and receive the sums specified in it on behalf of herself and the other intestate heirs of the Estate of Thomas Michael Thompson; and that the RELEASOR has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this General Release and Indemnity Agreement.

8. IT IS FURTHER UNDERSTOOD AND AGREED that the RELEASED PARTIES, and their agents, representatives, successors, insurers, sureties, heirs, executors, administrators, and assigns, can plead this General Release and Indemnity Agreement as a complete bar in any future action, including a demand for attorney fees, arising out of or in any way related to the incidents described in the Lawsuit.

9. IT IS FURTHER AGREED AND UNDERSTOOD that the terms and conditions of this General Release and Indemnity Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the RELEASOR, the Estate of Thomas Michael Thompson and any and all beneficiaries thereof, and the RELEASED PARTIES.

10. IT IS FURTHER AGREED AND UNDERSTOOD that the Parties will cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.



11. IT IS UNDERSTOOD AND AGREED that no withholding of income taxes has been made. The RELEASOR understands and agrees that to the extent any tax liability may now or hereafter become due in addition to this withholding because of the payment of any sums pursuant to this agreement, such liability shall be her sole responsibility and she shall pay any taxes, penalty or interest which may be determined to be due and payable. Moreover, the RELEASOR agrees to save and indemnify the RELEASED PARTIES in connection with any and all taxes, penalties, interest, or other costs that may be or become due as a result of this agreement.

13. IT IS FURTHER UNDERSTOOD AND AGREED that RELEASOR has consulted with independent legal counsel regarding this settlement and is not relying on any representation of any other party, or their counsel, regarding the legal effect or consequence of the execution and performance of this Release. RELEASOR hereby warrants that no representations about the nature or the extent of any claims, demands, damages or rights that she has, or may have, against those persons or entities released herein have been made to her or to anyone acting on her behalf to induce her to execute this Release, and she relies on no such representations; that she has fully read and understood this Release before signing her name; and that she acts voluntarily and with full advice of counsel. The RELEASOR agrees and acknowledges that she has been given a reasonable period of time within which to consider this Release, including the legal claims and rights which are being released and her obligations under this Release. Based upon its review, the RELEASOR acknowledges that she fully and completely understands and accepts the terms of the Release and enters into it freely, voluntarily and of her own will.

14. As further consideration for the payment described herein, RELEASOR represents that she will satisfy any and all debts, subrogation claims or liens of any kind or nature that may exist against these funds or against the RELEASOR in any way connected to the death of Thomas Michael Thompson, and, to the extent such claims or liens exist, RELEASOR agrees to distribute these funds in accordance with such claims and liens and further agrees to defend and indemnify the RELEASED PARTIES, and each of them, and their respective agents, elected officials, servants, heirs, executors, administrators, personal representatives, contractors, successors and assigns for any claims or liens on these funds, for all losses, damages, expenses and costs, including, but not limited to, court costs, investigation expenses and attorneys' fees which are incurred in connection with any such valid lien or valid claim relating to Thomas Michael Thompson, deceased, and/or the Estate of Thomas Michael Thompson. RELEASOR reserves her right to file a Motion or Petition pursuant to N.C.G.S. § 97-10.2(j) for the Court to judicially determine the amount of any workers compensation lien.

16. The RELEASOR warrants and represents to the RELEASED PARTIES that there are no valid and bona fide medical or hospital bills, liens or expenses for which the RELEASED PARTIES may be held liable under Section 2651 through 2653 of Title 42, and Section 1074(b), 1076(a)(b) and 1095 of Title 10, U.S. Code, Medicare, Medicaid, Champus, Champ VA,

TriCare, or any other law or statute of any state or the United States of America or any agency or authority thereof, or any insurer or other entity providing benefits to RELEASOR. The RELEASOR further warrants and represents to the RELEASED PARTIES that if there are any valid and bona fide assignments, liens or claims of any other type whatsoever against the proceeds of this settlement, including but not limited to, claims of chiropractic, medical, mental health care or hospital providers, government agencies, employers, or insurance companies, for payment or reimbursement for payment of chiropractic, medical, mental health care or hospital services furnished to RELEASOR by reason of or arising out of the event described earlier, and in the event the RELEASED PARTIES, or any of them, are required to pay any such expenses to any person, firm, corporation, authority, governmental agency or other entity on account of any hospital or medical treatment, funeral services or other services rendered RELEASOR, the RELEASOR will defend and indemnify the RELEASED PARTIES for all such claims.

17. The terms of this settlement agreement shall not be contingent upon the outcome of any motion or petition filed by RELEASOR pursuant to N.C.G.S. § 97-10.2(j).

18. IT IS UNDERSTOOD AND AGREED that this General Release and Indemnity Agreement shall be interpreted using North Carolina law. The General Release and Indemnity Agreement shall not be construed against any party more strongly than it is construed against any other party. IT IS UNDERSTOOD AND AGREED that if after the date hereof, any provision of this General Release and Indemnity Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this General Release and Indemnity Agreement, such provisions shall be fully severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.



I HAVE READ THE FOREGOING GENERAL RELEASE AND INDEMNITY AGREEMENT, FULLY UNDERSTAND IT AND, AFTER CONSULTING WITH LEGAL COUNSEL, HAVE VOLUNTARILY EXECUTED IT ON THE DAY OR DATES WRITTEN BELOW, SIGNIFYING MY ASSENT TO, AND WILLINGNESS TO BE BOUND BY, ITS TERMS.

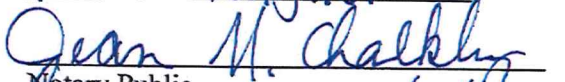
IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 19 day of AUGUST, 2025.

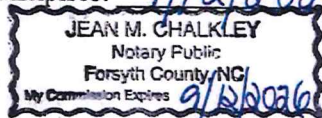
**CAUTION -- READ BEFORE SIGNING**



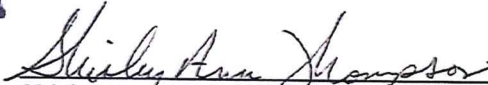
Shirley Ann Thompson, as Executor of the Estate of Thomas Michael Thompson

Sworn to and subscribed before me, this the 19th day of August, 2025.

  
Notary Public  
My Commission Expires: 9/12/2026



WE CONSENT



Shirley Ann Thompson, as Beneficiary of the Estate of Thomas Michael Thompson



Michael Wayne Thompson, as Beneficiary of the Estate of Thomas Michael Thompson



Melissa Ann Thompson Creason, as Beneficiary of the Estate of Thomas Michael Thompson

**ATTEST:**

\_\_\_\_\_(seal)  
Signature: Jayme Waldeck, City Clerk or  
Tatiana Banner, Deputy City Clerk

This instrument has been pre-audited in the manner  
required by the Local Government Budget and Fiscal  
Control Act.

This the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature: Kelly Latham, CFO or  
Michael Phelps, Deputy CFO or  
Nora Cowen, Acting Assistant CFO

**CITY OF WINSTON-SALEM:**

\_\_\_\_\_(seal)  
Signature: W. Patrick Pate, City Manager or  
\_\_\_\_\_, Assistant City Manager

Approved as to form and legality.

This the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature: T. Camille French, City Attorney or  
Anargiros N. Kontos, Deputy City Attorney