

ACCC CLAIMS SERVICE, INC.
PO BOX 680247
HOUSTON, TX 77268-0247



ACCC CLAIMS SERVICE, INC.
PO BOX 680247
HOUSTON, TX 77268-0247
(281) 875-8363, TOLL FREE (888) 879-8363
OFFER LETTER

JASON DIZON
FORT BEND COUNTY
301 JACKSON ST STE728
RICHMOND TX 77469

Claim Number: T0772494-1

Date of Loss: 7/13/2011

Our Insured: FREDY I AMAYA

Claimant: FORT BEND COUNTY

Process Date: 7/10/2012

Dear Sir or Madam:

We have reviewed our file along with the supporting documents that have been submitted.

In an effort to resolve this claim, including any and all contractual and/or statutory liens, we are prepared to settle for the amount of:

Our offer, is your demand of 17,274.00

Please find enclosed a copy of a release. To accept this offer please sign the release and have the release notarized. Return the completed release in the enclosed envelope. Upon receipt of the properly executed release, the settlement check will be forwarded to you.

Please contact the undersigned to discuss.

Sincerely,


RAQUEL PEREZ Ext. Number: 4602

ACCC Claims Service Adjuster

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**FULL AND FINAL PROPERTY DAMAGE RELEASE
AND COMPROMISE SETTLEMENT AGREEMENT**

Claim Number: T0772494-1

Claimant: FORT BEND COUNTY

Date of Loss: 7/13/2011

Process Date: 7/10/2012

JASON DIZON
FORT BEND COUNTY
301 JACKSON ST, suite 728
RICHMOND TX 77469



T0772494-1



RLS

FORT BEND COUNTY (hereafter "CLAIMANT") for and in consideration of the payment of Seventeen Thousand Two Hundred Seventy-Four & 00/100 Dollars (\$17,274.00), the receipt, sufficiency and manner of payment of which is hereby acknowledged and confessed for CLAIMANT, anyone claiming through or under CLAIMANT, its heirs, executors, successors, assigns, employees, representatives and/or administrators, does hereby, fully and forever, ACQUIT AND DISCHARGE, FREDY I AMAYA, ANGELA AMAYA RODRIGUEZ, ACCC INSURANCE COMPANY, including its affiliate managing general agency, ACCC GENERAL AGENCY, INC. (hereafter collectively "ACCC"), their heirs, executors, administrators, successors, assigns, servants, agents, employees, and any and all other persons, firms and/or corporations whomsoever, from any and all liability now accrued, or hereafter to accrue, on account of any and all claims, demands and/or causes of action for property damage or related expenses, including but not limited to loss of use, vehicle rental expenses, towing expenses, the deductible(s), and diminution of value, which CLAIMANT, or anyone claiming through or under CLAIMANT, may now have, or may ever have, by reason of or in any way connected with an accident involving a vehicle operated and/or insured by FREDY I AMAYA, occurring at or near HWY 36 AND FAIR GROUND, ROSENBERG, TX on or about the 13th day of July, 2011, (hereafter the "Occurrence"), for the claims arising from the Occurrence, its settlement agreement or the negotiation for same.

CLAIMANT hereby acknowledges receipt of a copy of this Release before signing same. It is understood that the provisions of this Release and Compromise Settlement Agreement are contractual and are not mere recitals, that CLAIMANT, either directly or through its undersigned representative, has read the foregoing Release and Compromise Settlement Agreement, understands it, and signs the same as a voluntary act and deed. CLAIMANT further acknowledges and warrants full authority to execute this release to the extent of all property and related damages for the noted Occurrence.

In consideration of the payment of the aforesaid Settlement Funds, CLAIMANT hereby FULLY AND FOR ALL PURPOSES AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS FREDY I AMAYA, ANGELA AMAYA RODRIGUEZ and ACCC from any and all claims, demands, liens or subrogation interests which may hereafter be asserted for property damages of any kind by or through the owner or any lien holder of the insured vehicle.

The payment of the referenced Settlement Funds is paid in compromise and settlement of a disputed claim, and in order that these parties may buy their peace, and is in no way to be construed as an admission of liability on the part of any settling party, as all settling parties expressly deny any liability.

The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Should any term or provision of this agreement be declared invalid by any Court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

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**FULL AND FINAL PROPERTY DAMAGE RELEASE
AND COMPROMISE SETTLEMENT AGREEMENT -
Continued**

Claim Number: T0772494-1

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FORT BEND COUNTY
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Claimant: FORT BEND COUNTY
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T0772494-1



RLS

It is understood that this Agreement contains the entire agreement between the parties, the terms of which are contractual and not mere recitals, and that this Agreement supersedes any and all prior agreements, arrangements, or understandings between the parties relating to their relationship. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed, altered, modified, or terminated orally.

The undersigned further, declare(s) and represent(s) that no promise, 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 that terms of this Release are contractual and not a mere recital.

Signed, sealed and delivered this _____ day of _____, _____.

CAUTION: READ BEFORE SIGNING BELOW

X _____ X _____
Releasor Signature Releasor Signature

STATE OF _____

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared:

_____ to me known to be the person
(s) named herein and who executed the foregoing Release and acknowledged to me that he/she/they voluntarily executed the same for the purpose and consideration therein expressed and in the capacity stated.

NOTARY PUBLIC