GLOBAL RELEASE OF ALL CLAIMS

For and in consideration of the total sum of Nine Million Five Hundred Thousand Dollars and 00/100 ($9,500,000.00), the sufficiency of which is hereby acknowledged, we, JuVaughn Turner, Margarita Davison, and Gilbert Davison (the releasing parties), do hereby fully and forever release, acquit and discharge Exavir Dwayne Binford, Jr., Trenton Henspeter, Thao Vue, Eric Thompson, and the City of St. Paul, including its member agencies and all law employees under its jurisdiction, direction and control, all of their past, present and future officers, directors, officials, attorneys, principals, representatives, insurers, administrators, executors, successors and assigns, employees and agents (the parties released), from any and all past, present or future actions which were brought or could have been brought, at law or in equity, whether arising by statute, common law or otherwise, claims, costs, loss of services, attorneys' fees, expenses and compensation and demands of whatsoever kind or nature, on account of, or in any way growing out of, all known and unknown personal injuries, property damage, losses and damages, claims for anticipated and unanticipated injuries and/or damages, claims or actions for contribution and/or indemnity and claims of whatever nature, including compensatory, consequential, or punitive damages now existing or which may develop, whether or not such consequences are known or anticipated, arising out of the incident which was the subject of a lawsuit entitled *Margarita Davison, individually and as parent and natural guardian of J.T., a minor v. Exavir Dwayne Binford, Jr., the City of St. Paul, Trenton Henspeter, Thao Vue, and Eric Thompson*, Civil No. 24-cv-00145 (JWB-EMB).

The releasing parties acknowledge no additional promise or agreement has been made as consideration for this Release and the signing thereof has not been induced by any representations of the parties released, or by anyone on its behalf, concerning the nature, extent or duration of the alleged injuries or damages sustained, or any other matter.

The City of St. Paul, Trenton Henspeter, Thao Vue, and Eric Thompson deny all liability, and the payment acknowledged in this Release was made without admission of liability and received in discharge, compromise, settlement and satisfaction of all actions, claims and demands heretofore described. This release does not include or affect the restitution ordered in *State v. Exavir Dwayne Binford*, 62-CR-23-379, and it is not intended to affect, in any way, Exavir Binford, Jr.'s guilty plea for his conduct in Ramsey County Criminal Case No. 62-CR-23-379 and any admissions he made in association with that guilty plea.

The releasing parties additionally acknowledges this settlement is a complete resolution of all possible claims, including any state tort claim, any loss of consortium claim, any state or federal statutory claim, civil rights claim, 42 U.S.C. §1983 claim, punitive damage claim, claims for costs, expenses, interest, attorney's fees under Minn. Stat. §549.211 or 42 U.S.C. §1988, or any other claim.

It is the intent of the releasing parties to proceed with a guardianship petition on behalf of JuVaughn Turner, with Margarita Davison and Gilbert Davison serving as co-guardians. The petition will be filed in Ramsey County District Court. If the guardianship petition has not been granted at the time of the signing of this Release, it is Margarita Davison and Gilbert Davison's intent to follow through with the petition, and for that reason Gilbert Davison is included as an additional signatory to this Release. The releasing parties agree to indemnify and defend the released parties from any claim by JuVaughn Turner or anyone on his behalf that this agreement is not binding or that there was no capacity to enter into this release. This includes but is not limited to any claim seeking to vacate the settlement and release or any action against the released parties under Minn. Stat. §609.2334.

It is specifically understood and agreed this Release includes the release and discharge of any and all unnamed potential tortfeasors, and the releasing parties accept the compensation stipulated to in this Release in full satisfaction of any and all injuries and/or damages which have heretofore arisen or which may hereafter arise. It is further agreed and understood by the parties to this agreement that the settlement of this case involved a compromise of each party's interest and that the money paid pursuant to this settlement agreement is to compensate JuVaughn Turner for the past and future pain, suffering, emotional distress, disfigurement and disability that he sustained as a result of the January 18, 2023 shooting.

The releasing parties specifically represent and warrant there are no attorneys' liens served, filed or noticed with regard to this cause of action or the proceeds relating to this cause of action, and the only attorneys who are entitled to any payment from the proceeds of this settlement are BASSFORD REMELE, PA.

The releasing parties specifically represent and warrant all medical, hospital and other expenses arising out of the aforementioned incident have been paid or will be paid out of the proceeds of this settlement.

The releasing parties agree to fully satisfy, indemnify, and hold the parties released harmless from any and all penalties, liens, conditional payments, demands, and actions in law or equity, or other payments that may be required if the releasing parties' representations as to his entitlement (or lack thereof) to Medicare or Social Security benefits is in any way misrepresented. Further, the parties acknowledge this case is reportable under the SCHIP law and the releasing parties will cooperate with the parties released so they may fulfill all reporting requirements.

The releasing parties specifically represent and warrant no person, firm, corporation, governmental entity or other entity has any right to proceed by way of subrogation, enforcement of a lien or otherwise against the parties hereby released.

The releasing parties hereby agree to indemnify and hold harmless the parties hereby released from any liability whatsoever to any person, firm or corporation beyond the consideration already paid as a part of this release, including, without limitation, liability for claims of negligence, constitutional claims, breach of contract, fraud, misrepresentation, strict liability and/or breach of express or implied warranty and/or actions for enforcement of any liens and including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or otherwise, which may now exist or hereafter arise by reason of the matters referred to in the Second Amended Complaint or other pleadings in the above entitled matter. It is agreed all liens or any statutory obligation will be satisfied by the proceeds of this settlement.

The releasing parties agree to consider the interests of Medicare pursuant to 42 U.S.C. §1395y(b)(2) and its associated regulations. The releasing parties further agree to hold harmless the parties hereby released should the releasing parties fail to reimburse Medicare for conditional payments and to indemnify the parties hereby released from any and all injury related obligation/Medicare rights (past, present and future) arising out of 42 U.S.C. §1395y(b)(2) and its associated regulations including, but not limited to, Medicare's attorney's fees, if any are permitted under the statute. The releasing parties also agrees to satisfy all subrogation and lien interests of Medicare/Medicaid (Minnesota Medical Assistance).

We hereby declare we fully understand the terms of this settlement; the amount stated herein is the sole consideration of this release; and we voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of all claims against Exavir Dwayne Binford, Jr., the City of St. Paul, Trenton Henspeter, Thao Vue, and Eric Thompson for injuries, losses and damages of any sort resulting or to result from said incident.

It is further understood and agreed this settlement is the compromise of a vigorously disputed claim and this payment is not to be construed as an admission of liability on the part of the parties released herein, by whom liability is expressly denied.

This release encompasses the entire agreement between the releasing parties, Exavir Dwayne Binford, Jr., the City of St. Paul, Trenton Henspeter, Thao Vue, and Eric Thompson, and the terms of this release are contractual and not a mere recital.

We further state we have carefully read the foregoing release and know the contents thereof, and sign the same as our own free act, and it is our intention to be legally bound hereby.

The undersigned hereby accept the draft as final payment of the consideration set forth above.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 12 day of March, 2026.

JuVaughn Turner

JuVaughn Turner

STATE OF MINNESOTA)
) :ss
COUNTY OF RAMSEY)

On this 12 day of March, 2026, before me personally appeared JuVaughn Turner, to me known to be the person named in and who executed the above release and acknowledged that he executed the same as his own free act and deed.

Brad Lee Halbersma
Notary Public
Minnesota
My Commission Expires Jan. 31, 2029

Notary Public

IN WITNESS WHEREOF, I hereunto set my hand and seal this 12 day of March, 2026.

Margarita Davison

Margarita Davison

STATE OF MINNESOTA)
) :ss
COUNTY OF RAMSEY)

On this 12 day of March, 2026, before me personally appeared Margarita Davison, to me known to be the person named in and who executed the above release and acknowledged that she executed the same as her own free act and deed.

Brad Lee Halbersma
Notary Public
Minnesota
My Commission Expires Jan. 31, 2029

Notary Public

IN WITNESS WHEREOF, I hereunto set my hand and seal this 12 day of March, 2026.

Gilbert Davison

STATE OF MINNESOTA)
) :ss
COUNTY OF Hennepin)

On this 12 day of March, 2026, before me personally appeared Gilbert Davison, to me known to be the person named in and who executed the above release and acknowledged that he executed the same as his own free act and deed.

Brad Lee Halbersma
Notary Public
Minnesota
My Commission Expires Jan. 31, 2029

Notary Public