

ON THE ORDER OF THE DAY

281<sup>ST</sup> JUDICIAL DISTRICT

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- ii. Payment of \$25,000 by December 15, 2014
- iii. Quarterly payments in the amount \$25,000 continuing through 2015 and 2016;
- iv. A balloon payment of \$750,000 being due June 1, 2017.

3. Because a substantial portion of the settlement is to be paid out over time, the Parties desire that Young have security in the recovery of that portion of the settlement in the form of this Agreed Judgment.

4. It is further agreed by the Parties that this judgment cannot be executed upon unless and until Adams defaults on its payments set forth in the Agreement.

It is therefore ORDERED, ADJUDGED AND DECREED that Adams shall pay Young the total sum of \$1,000,000 in the following manner:

- v. \$25,000 initial payment by August 15, 2014
- vi. Payment of \$25,000 by December 15, 2014
- vii. Quarterly payments in the amount \$25,000 continuing through 2015 and 2016;
- viii. A balloon payment of \$750,000 due June 1, 2017.
- ix.

It is further, ORDERED, ADJUDGED AND DECREED that if Adams fails to make a timely and full settlement payment as set forth in the Agreement, then this Judgment shall be modified such that Adams must immediately pay Young the amount of \$1.5 Million (\$1,500,000.00), minus any amount(s) already received by Young from Adams pursuant to the Agreement with interest at a rate of 5% from the date of execution of the Agreement. The court shall retain jurisdiction over this case to modify the Judgment, if necessary. It is further,

ORDERED, ADJUDGED AND DECREED that for so long as Adams makes timely and full settlement payments as set forth above, Judgment shall not be filed of record in the Real Property Records or Judgment Records of any County Clerk's office, nor reported to any credit reporting service, nor shall Young (or anyone claiming by, through, or under Young) attempt to

or levy execution on this Judgment or file abstracts of this Judgment and/or renewals thereof. It is further,

ORDERED, ADJUDGED AND DECREED that upon full payment of all installments due from Adams to Young pursuant to the Settlement Agreement that this Judgment shall be promptly released upon the written request of Adams. It is further,

ORDERED, ADJUDGED AND DECREED that in the event that Adams defaults, breaches, or otherwise fails to fulfill any of its obligations under the terms of the Settlement Agreement, Young shall recover from Adams all reasonable and necessary attorneys' fees and expenses he incurs in enforcing this Judgment.

Other than recited herein, all claims and causes of action asserted by the Parties herein are released, discharged and compromised; and all costs and attorneys' fees are taxed against the parties incurring same.

SIGNED on this the 20<sup>th</sup> day of May, 2014,  
MAY 20 2014

[Signature]  
JUDGE PRESIDING

**APPROVED AS TO FORM AND CONTENT:**

ATTORNEYS FOR VINCENT P. YOUNG JR.

By: [Signature]  
Brian A. Kilmer  
Chamberlain, Hrdlicka, White, Williams & Aughtry  
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