

ASSIGNMENT OF CLAIMS AGREEMENT

This Assignment of Claims Agreement (“Agreement”) is between William Cook, Bobby D. Henson, Randy Overstreet, Timothy Longmeyer, MaryAnne H. Elliot of the Estate of Thomas K. Elliot, Jennifer Elliot, Vince Lang, David Peden, T.J. Carlson, Brent Aldridge, and William Thielen (collectively, the “Assignors” or the “Officer/Trustee Parties”), on the one hand, and Kentucky Public Pensions Authority, County Employees Retirement System, and Kentucky Retirement Systems (collectively, the “Assignees” or the “KPPA Entity”), on the other. Assignors and Assignees are referred to collectively herein as “Parties” and individually as a “Party.”

RECITALS

This Agreement is executed pursuant to Section 3 of that certain Settlement Agreement and Mutual Release by and between the Commonwealth of Kentucky (the “Commonwealth”), the KPPA Entity, and the Officer/Trustee Parties, effective June 17, 2026 (the “Settlement Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and release contained in the Settlement Agreement, and the covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment of Claims.** The Assignors hereby irrevocably assign, transfer, and convey to the Assignees all of each Assignor’s right, title, and interest in and to any and all claims, potential claims, causes of action, rights of action, and rights to recovery, whether known or unknown, accrued or unaccrued, and regardless of when or how acquired, against ANV Global Services, Inc. (“ANV”) and/or Hallmark Specialty Insurance Co. (“Hallmark”), relating to or arising from the following matters (collectively, the “Subject Actions and Appeals”): (i) Franklin Circuit Court Case No. 20-CI-00590 (the “590 Action”); (ii) Franklin Circuit Court Case No. 24-CI-0354 (the “354 Action”); (iii) Franklin Circuit Court Case No. 18-CI-00481 (the “Aldridge Action”); and/or (iv) any and all appellate proceedings related to the 590 Action, the 354 Action, and/or the Aldridge Action. This assignment is made on an “as is, where is” basis, without representation or warranty of any kind, express or implied. This assignment includes, without limitation:

- a. Any claims for breach of contract against Hallmark and/or ANV;
- b. Any claims for insurance bad faith, unfair claims settlement practices, or other extra-contractual liability under Kentucky law arising from Hallmark’s and/or ANV’s handling, denial, or refusal to pay any insurance claim;

- c. Any claims resulting or arising from the Commonwealth's prior insurance limits demands;
- d. Any rights to proceeds, damages, or other recoveries from such claims; and
- e. Any other rights, claims, choses in action, or causes of action arising from, relating to Hallmark's and/or ANV's handling, denial, or refusal to pay benefits under any applicable insurance policies related to the Subject Actions and Appeals.

2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles.

3. **Representation by Counsel.** Each Party represents and warrants that it has been represented by legal counsel of its choosing in connection with this Agreement and is relying solely upon the advice of such counsel.

4. **Construction.** The Parties agree, represent, and warrant that this Agreement is based on mutual consideration and was made without duress; that this Agreement was negotiated at arm's length among the Parties who are sophisticated and knowledgeable about its subject matter; that the Parties have been represented by legal counsel of their choosing; that the Parties have cooperated in preparing this Agreement; and that, accordingly, no ambiguity in this Agreement may be interpreted against any Party solely for being a drafter of this Agreement.

5. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Signatures delivered by facsimile, PDF, or other electronic means shall be deemed valid and binding as original signatures.

6. **Venue.** The exclusive venue for any controversy or claim arising out of, or relating to, this Agreement, or the enforcement of same, shall be the Franklin Circuit Court in Frankfort, Kentucky.

7. **Costs and Fees.** Other than as required by statute or regulation, the Parties shall each bear their own respective costs and attorneys' fees in connection with this Agreement.

8. **Assignment of this Agreement.** No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties, and any attempted assignment without such consent shall be void.

9. **Binding Effect.** Agreement shall be binding upon each of the Parties and their respective successors and permitted assigns.

10. **Effective Date.** This Agreement shall become effective upon execution by all of the Parties hereto, as of the date on which the final Party executes this Agreement (the "Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective on the Effective Date.

KENTUCKY PUBLIC PENSIONS AUTHORITY

By: 

Its: Ex. Director

Date: 6/22/26

KENTUCKY RETIREMENT SYSTEMS

By: John E. Chilton

Its: Chief Ex Officer

Date: 6-22-2026

COUNTY EMPLOYEES RETIREMENT SYSTEM

By: Ed Owens III

Its: Chief Executive Officer

Date: 06/23/2026

WILLIAM COOK

By: _____

Date: _____

BOBBY D. HENSON

By: _____

Date: _____

RANDY OVERSTREET

By: _____

Date: _____

TIMOTHY LONGMEYER

By: _____

Date: _____

**MARYANNE H. ELLIOT, EXECUTRIX OF
ESTATE OF THOMAS K. ELLIOT**

By: _____

Date: _____

JENNIFER ELLIOT

By: _____

Date: _____

VINCE LANG

By: _____

Date: _____

DAVID PEDEN

By: _____

Date: _____

T.J. CARLSON

By: _____

Date: _____

BRENT ALDRIDGE

By: _____

Date: _____

WILLIAM A. THIELEN

By: _____

Date: _____

ASSIGNMENT OF CLAIMS AGREEMENT

This Assignment of Claims Agreement (“Agreement”) is between William Cook, Bobby D. Henson, Randy Overstreet, Timothy Longmeyer, MaryAnne H. Elliot of the Estate of Thomas K. Elliot, Jennifer Elliot, Vince Lang, David Peden, T.J. Carlson, Brent Aldridge, and William Thielen (collectively, the “Assignors” or the “Officer/Trustee Parties”), on the one hand, and Kentucky Public Pensions Authority, County Employees Retirement System, and Kentucky Retirement Systems (collectively, the “Assignees” or the “KPPA Entity”), on the other. Assignors and Assignees are referred to collectively herein as “Parties” and individually as a “Party.”

RECITALS

This Agreement is executed pursuant to Section 3 of that certain Settlement Agreement and Mutual Release by and between the Commonwealth of Kentucky (the “Commonwealth”), the KPPA Entity, and the Officer/Trustee Parties, effective June 17, 2026 (the “Settlement Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and release contained in the Settlement Agreement, and the covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment of Claims.** The Assignors hereby irrevocably assign, transfer, and convey to the Assignees all of each Assignor’s right, title, and interest in and to any and all claims, potential claims, causes of action, rights of action, and rights to recovery, whether known or unknown, accrued or unaccrued, and regardless of when or how acquired, against ANV Global Services, Inc. (“ANV”) and/or Hallmark Specialty Insurance Co. (“Hallmark”), relating to or arising from the following matters (collectively, the “Subject Actions and Appeals”): (i) Franklin Circuit Court Case No. 20-CI-00590 (the “590 Action”); (ii) Franklin Circuit Court Case No. 24-CI-0354 (the “354 Action”); (iii) Franklin Circuit Court Case No. 18-CI-00481 (the “Aldridge Action”); and/or (iv) any and all appellate proceedings related to the 590 Action, the 354 Action, and/or the Aldridge Action. This assignment is made on an “as is, where is” basis, without representation or warranty of any kind, express or implied. This assignment includes, without limitation:

- a. Any claims for breach of contract against Hallmark and/or ANV;
- b. Any claims for insurance bad faith, unfair claims settlement practices, or other extra-contractual liability under Kentucky law arising from Hallmark’s and/or ANV’s handling, denial, or refusal to pay any insurance claim;

- c. Any claims resulting or arising from the Commonwealth's prior insurance limits demands;
- d. Any rights to proceeds, damages, or other recoveries from such claims; and
- e. Any other rights, claims, choses in action, or causes of action arising from, relating to Hallmark's and/or ANV's handling, denial, or refusal to pay benefits under any applicable insurance policies related to the Subject Actions and Appeals.

2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles.

3. **Representation by Counsel.** Each Party represents and warrants that it has been represented by legal counsel of its choosing in connection with this Agreement and is relying solely upon the advice of such counsel.

4. **Construction.** The Parties agree, represent, and warrant that this Agreement is based on mutual consideration and was made without duress; that this Agreement was negotiated at arm's length among the Parties who are sophisticated and knowledgeable about its subject matter; that the Parties have been represented by legal counsel of their choosing; that the Parties have cooperated in preparing this Agreement; and that, accordingly, no ambiguity in this Agreement may be interpreted against any Party solely for being a drafter of this Agreement.

5. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Signatures delivered by facsimile, PDF, or other electronic means shall be deemed valid and binding as original signatures.

6. **Venue.** The exclusive venue for any controversy or claim arising out of, or relating to, this Agreement, or the enforcement of same, shall be the Franklin Circuit Court in Frankfort, Kentucky.

7. **Costs and Fees.** Other than as required by statute or regulation, the Parties shall each bear their own respective costs and attorneys' fees in connection with this Agreement.

8. **Assignment of this Agreement.** No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties, and any attempted assignment without such consent shall be void.

9. **Binding Effect.** Agreement shall be binding upon each of the Parties and their respective successors and permitted assigns.

10. **Effective Date.** This Agreement shall become effective upon execution by all of the Parties hereto, as of the date on which the final Party executes this Agreement (the “Effective Date”).

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective on the Effective Date.

KENTUCKY PUBLIC PENSIONS AUTHORITY

KENTUCKY RETIREMENT SYSTEMS

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

COUNTY EMPLOYEES RETIREMENT SYSTEM

WILLIAM COOK

By: _____

By: William Cook

Its: _____

Date: June 21, 2026

Date: _____

BOBBY D. HENSON

RANDY OVERSTREET

By: _____

By: _____

Date: _____

Date: _____

TIMOTHY LONGMEYER

MARYANNE H. ELLIOT, EXECUTRIX OF ESTATE OF THOMAS K. ELLIOT

By: _____

By: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective on the Effective Date.

KENTUCKY PUBLIC PENSIONS AUTHORITY

KENTUCKY RETIREMENT SYSTEMS

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

COUNTY EMPLOYEES RETIREMENT SYSTEM

WILLIAM COOK

By: _____

By: _____

Its: _____

Date: _____

Date: _____

BOBBY D. HENSON

RANDY OVERSTREET

By: Bobby D. Henson, POA

By: _____

Date: 6-22-2026

Date: _____

TIMOTHY LONGMEYER

**MARYANNE H. ELLIOT, EXECUTRIX OF
ESTATE OF THOMAS K. ELLIOT**

By: _____

By: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective on the Effective Date.

KENTUCKY PUBLIC PENSIONS AUTHORITY

KENTUCKY RETIREMENT SYSTEMS

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

COUNTY EMPLOYEES RETIREMENT SYSTEM

WILLIAM COOK

By: _____

By: _____

Its: _____

Date: _____

Date: _____

BOBBY D. HENSON

RANDY OVERSTREET

By: _____

By: Randy Overstreet

Date: _____

Date: 6-22-26

TIMOTHY LONGMEYER

**MARYANNE H. ELLIOT, EXECUTRIX OF
ESTATE OF THOMAS K. ELLIOT**

By: _____

By: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective on the Effective Date.

KENTUCKY PUBLIC PENSIONS AUTHORITY

KENTUCKY RETIREMENT SYSTEMS

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

COUNTY EMPLOYEES RETIREMENT SYSTEM

WILLIAM COOK

By: _____

By: _____

Its: _____

Date: _____

Date: _____

BOBBY D. HENSON

RANDY OVERSTREET

By: _____

By: _____

Date: _____

Date: _____

TIMOTHY LONGMEYER

**MARYANNE H. ELLIOT, EXECUTRIX OF
ESTATE OF THOMAS K. ELLIOT**

By: Timothy M Longmeyer

By: _____

Date: 6/22/2026

Date: _____

TIMOTHY LONGMEYER

By: _____

Date: _____

**MARYANNE H. ELLIOT, EXECUTRIX OF
ESTATE OF THOMAS K. ELLIOT**

By: *Maryanne H. Elliot Executrix of
Estate of Thomas K. Elliot*

Date: *June 21, 2026*

JENNIFER ELLIOT

By: _____

Date: _____

VINCE LANG

By: _____

Date: _____

DAVID PEDEN

By: _____

Date: _____

T.J. CARLSON

By: _____

Date: _____

BRENT ALDRIDGE

By: _____

Date: _____

WILLIAM A. THIELEN

By: _____

Date: _____

JENNIFER ELLIOT

By: Signed by:

662ED8EF27344DF

Date: _____

VINCE LANG

By: _____

Date: _____

DAVID PEDEN

By: _____

Date: _____

T.J. CARLSON

By: _____

Date: _____

BRENT ALDRIDGE

By: _____

Date: _____

WILLIAM A. THIELEN

By: _____

Date: _____

TIMOTHY LONGMEYER

By: _____

Date: _____

**MARYANNE H. ELLIOT, EXECUTRIX OF
ESTATE OF THOMAS K. ELLIOT**

By: _____

Date: _____

JENNIFER ELLIOT

By: _____

Date: _____

VINCE LANG.

By:  _____

Date: 6/22/24

DAVID PEDEN

By: _____

Date: _____

T.J. CARLSON

By: _____

Date: _____

BRENT ALDRIDGE

By: _____

Date: _____

WILLIAM A. THIELEN

By: _____

Date: _____

JENNIFER ELLIOT

VINCE LANG

By: _____

By: _____

Date: _____

Date: _____

DAVID PEDEN

T.J. CARLSON

By: David Peden

By: _____

Date: 06/20/2026

Date: _____

BRENT ALDRIDGE

WILLIAM A. THIELEN

By: _____

By: _____

Date: _____

Date: _____

JENNIFER ELLIOT

By: _____

Date: _____

VINCE LANG

By: _____

Date: _____

DAVID PEDEN

By: _____

Date: _____

T.J. CARLSON

By: 

Date: 6-20-26

BRENT ALDRIDGE

By: _____

Date: _____

WILLIAM A. THIELEN

By: _____

Date: _____

JENNIFER ELLIOT

By: _____

Date: _____

VINCE LANG

By: _____

Date: _____

DAVID PEDEN

By: _____

Date: _____

T.J. CARLSON

By: _____

Date: _____

BRENT ALDRIDGE

By: Brent Aldridge

Date: JUNE 22, 2026

WILLIAM A. THIELEN

By: _____

Date: _____

Date _____ Date _____

JENNIFER ELGOT

VINCE LANG

By _____ By _____

Date _____ Date _____

DAVID PIRREN

T.J. CARLSON

By _____ By _____

Date _____ Date _____

BRENT ALDRIDGE

WILLIAM A. THRELEN

By _____ By *William A. Threlen*

Date _____ Date 6/23/2026