

AGREEMENT FOR RELEASE OF ALL CLAIMS
AND FOR DISMISSAL OF FRESNO COUNTY SUPERIOR COURT
CASE NO. 16CECG01927

This Release and Agreement ("Agreement") is entered into between the following parties ("the Parties"): all persons listed in EXHIBIT "A" attached hereto (collectively hereafter, "Claimants"), and COUNTY OF FRESNO, by and through its Office of the Auditor-Controller/Treasurer-Tax Collector (hereafter, "County").

RECITALS

WHEREAS, in March 2013 the County sold property identified by APN 315-060-07 and located in Fresno County, California ("**Parcel 1**") at a tax sale for unpaid taxes under Chapter 7 of Part 6 of Division 1 of the Revenue and Taxation Code (beginning with section 3691).

WHEREAS, in March 2013 the County sold property identified by APN 315-060-24 and located in Fresno County, California ("**Parcel 2**") at tax sale for unpaid taxes under Chapter 7 of Part 6 of Division 1 of the Revenue and Taxation Code (beginning with section 3691).

WHEREAS, no later than 90 days after the sale of the aforementioned Parcel 1 and Parcel 2 (collectively, "**Parcels**") for unpaid taxes, the County complied with California Revenue and Tax Code section 4676 by mailing notices to all reasonably identified last-known addresses of "parties of interest" of their right to claim excess proceeds thereof, including Claimants.

WHEREAS, KENYON PLASTERING INC., a California Corporation filed a claim with the County claiming be a "party of interest" as that term is defined in California Revenue and Tax Code section 4675 in the Parcels, respectively, and who therefore claimed some right or title to the excess-proceeds of the sale of the Parcels.

WHEREAS, each of the Claimants filed a claim with the County alleging to be a "party of interest" as that term is defined in California Revenue and Tax Code section 4675 in the Parcels, and who therefore claim some right or title to the excess-proceeds of the sale of the Parcels.

WHEREAS, the County filed an action in Interpleader in Fresno Superior Court, Case Number 16CECG01927, on June 16, 2016 (hereafter the "Action"), as a result of the uncertainty, issues and questions presented by the numerous claims received.

WHEREAS, KENYON PLASTERING INC., a California Corporation subsequently formally disclaimed any interest in said funds in writing and is no longer a requesting or rightful claimant to any portion of said funds.

WHEREAS, Claimants are now the sole remaining claimants to the excess proceeds from the tax sale of the Parcels.

WHEREAS, Claimants and each of them have reached an agreement amongst themselves as to the specific amount of each respective Claimant's right and interest in and to said portion of excess proceeds currently in the possession of the County.

WHEREAS the County, subject to its Board's approval as set forth below, hereby accepts said agreement by Claimants as to the specific amount of each respective Claimant's right and interest in and to said portion of excess proceeds currently in the possession of the County and, by this Agreement, herein agrees with Claimants to resolve any question as to the same and effect a legal and binding release as to the County as further set for herein in exchange for payment to the respective Claimants of the identified and agreed upon amounts.

WHEREAS, the County further agrees to a file a dismissal of the related Court action, all pursuant to the full terms and conditions herein stated.

WHEREAS, Claimants and each of them acknowledge that in no event, shall this Agreement or the actions or promises by the County provided for herein constitute nor is intended to constitute an increase in or agreement to any liabilities beyond that which may have otherwise have existed in connection with the County's handling and processing of excess-proceeds provided for by law, including but not limited any applicable provisions of the California Revenue and Tax Code.

WHEREAS, Claimants each acknowledge that this Agreement is subject to approval and resolution of the Fresno County Board of Supervisors pursuant to Cal. Rev. & Tax Code 4675, the presentation and process for which will be promptly initiated upon receipt by the County's Counsel of the fully executed version of this Agreement by each and every party hereto.

NOW, in consideration of the execution of this Agreement, the releases and promises made herein, as well as the considerations exchanged pursuant to this Agreement, the Parties now agree as follows:

AGREEMENT

A. Claimants' Agreement

In consideration of County's full performance of its promises stated herein below, Claimants and each of them agree:

(1) To waive all claims against the County of any kind or nature, known or unknown, including for damages, any and all liabilities, costs of suit, attorney fees or any other claim of any kind, legal or equitable;

(2) To fully release the County as specifically set forth in further detail below, from all said claims of any kind or nature, known or unknown, including for damages, any and all liabilities, costs of suit, attorney fees or any other claim of any kind, legal or equitable; and

(3) To immediately execute any other documents reasonably necessary or required by law or otherwise to effectuate, confirm and complete the terms and conditions of this Agreement;

B. County's Agreement

In exchange for the consideration stated herein-above from the Claimants and each of them, and all Claimants' full performance of their promises so stated herein, and subject to the herein-mentioned County Board's approval of this Agreement, County agrees to pay to each respective Claimant the amount of said Claimant's claim to the subject excess-proceeds of the Parcels, in the respective amounts specifically identified for each Claimant in **Exhibit "B,"** attached hereto and incorporated here by reference, subject to the terms and conditions of this Agreement. County also promises to promptly thereafter cause to be filed a request for dismissal with prejudice of the entire above-referenced interpleader action, as further set forth below. Claimants acknowledge and declare that the SUM TOTAL of all claims in Exhibit "B" added together represent the total sum of excess-proceeds resulting from the County's tax sale of the Parcels, to wit: THREE-HUNDRED and FIVE-THOUSAND, ONE-HUNDRED AND SEVENTY-EIGHT DOLLARS AND SEVENTY-THREE CENTS (\$305,148.73) allocated as follows:.

1. The sum of \$253,880.04 as to **Parcel 1**, being the entire amount of excess proceeds resulting from the County's tax sale of that property; and

2. \$51,268.69 as to **Parcel 2**, being the entire amount of excess proceeds resulting from the County's tax sale of that property.

C. Payment and Dismissal Terms

1. After approval by the Fresno County Board of Supervisors and execution of this Agreement as approved, County will pay said sums as specifically set forth herein in **Exhibit "B"** to each respective Claimant. Said payment shall be issued payable to each respective Claimants in the capacity reported in its claim for excess proceeds and at the address identified in its claim for excess proceeds on file with the County, no sooner than 90 days following the Board's Final Resolution of approval.

2. Claimants herein acknowledge and agree that all payments under this Agreement are final and are the final disposition of excess proceeds from the County's tax sale of the Parcels.

3. Upon approval of this Agreement by the Fresno County Board of Supervisors, County's Counsel will execute and cause to be filed a request for dismissal of the entire above-referenced interpleader action, as set forth below.

RELEASE OF COUNTY

1. This release applies specifically to those claims, damages and other liabilities and/or harm further described below and arising from the default tax-sale and resulting receipt and distribution of excess-proceeds of the Parcels.

2. Claimants, and each of them, hereby release and forever discharge County and its respective departments, sub-units, employees, agents, successors and assigns from, and relinquish any and all past, present, or future claims, demands, obligations or causes of action for compensatory or punitive damages, costs, attorney fees, losses, expenses and compensation of any kind, whether based in equity, tort, contract or statutory theory of recovery, and whether based on physical or emotional injury, injury to property or any other damage or loss, including of any income, principle, interest or otherwise, which Claimants have or may later learn about, accrue to or acquire against County arising from the matters identified herein and that are the subject of the County's Action.

UNKNOWN CLAIMS

Claimants, and each of them, hereby acknowledge and agree that the release they give to the County upon executing this Agreement applies to all past and future claims for injuries, damages, costs, attorney fees, or losses to Claimant's person and property, real or personal, of any kind or nature and whether those injuries, damages, costs, attorney fees or losses are known or unknown, foreseen or unforeseen, patent or latent, or that may or could have been included and asserted against County as of the date hereof, which Claimants, and each of them, thereby waives application of Civil Code § 1542. Claimants each certifies that he/she/it has read § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Claimants understand and acknowledge that the consequence of their waiver of § 1542 is that even if Claimants should eventually suffer additional damages arising out of the facts referred to in the Complaint, or that could have been asserted against County or made a part of the Action, Claimants will not be able to make any claim for those damages.

MISCELLANEOUS

1. The Parties hereby incorporate the "Recitals" set forth above and all of the following provisions as an integral part of this Agreement and acknowledge the truth and accuracy of the same.
2. Claimants each expressly authorize the County to issue a draft in the amounts set forth in Exhibit "B", attached hereto and made a part hereof payable to the person(s) or entity set forth in the Claim filed with County by said Claimant, and hereby consents to and authorizes the delivery of said draft to the address of record provided by Claimant on said claim filed with the County, without further notice.
3. This Agreement is not to be and shall never be construed or deemed an admission or concession by County of liability or culpability of any kind or at any time concerning any claim herein described or any other matter.
4. The Parties shall each bear their own costs and attorney fees incurred in connection with this Agreement, and each waives the right to make a claim against the other for such costs, attorney fees or any other expenses associated with the matters being settled here.
5. This Agreement is the entire, final, and complete agreement of the Parties relating to the subject of this Agreement, and supersedes and replaces all prior or existing written and oral agreements between the Parties or their representatives relating thereto. No amendment or modification of this Agreement shall be effective unless in writing executed by all Parties whose interests are affected by the modification.
6. This Release Agreement is executed without reliance upon any representation by any person concerning the nature or extent of damages or legal liability therefore, and Claimants have carefully read and understand the contents of this Release Agreement. Claimants acknowledge that each has **made whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this instrument prior to the execution hereof, and that they have** had the opportunity to be represented by legal counsel of her own choice throughout all of the negotiations which preceded the execution of this Agreement, and that said Claimant has executed this Agreement with the consent and on the advice of such legal counsel or has voluntarily chosen not to be so represented. Claimants **each acknowledge that they have had an adequate opportunity to request to have this Agreement interpreted or translated into another language at their own cost and expense and that he/she/it has done so or chosen not to do so and hereby waives any requirement, should any exist, that the County do so.**
7. If any provision of this Agreement is held to be invalid or unenforceable, all remaining provisions will continue in full force and effect.

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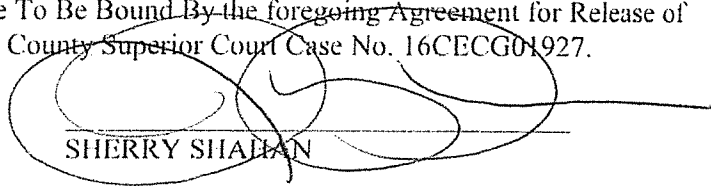
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8. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all Parties had signed the same document. All of such counterparts shall be construed together with and shall constitute one Agreement, but in making proof, it shall only be necessary to produce one such counterpart. A facsimile transmission shall be as valid and enforceable as an original.

The Parties, By Their Signatures, Agree To Be Bound By the foregoing Agreement for Release of All Claims and for Dismissal of Fresno County Superior Court Case No. 16CECG01927.

Dated: 5/12, 2017


SHERRY SHAHAN

Dated: _____, 2017

VERONICA J. BORBA, V.P., FOR STINCHFIELD
FINANCIAL SERVICES, INC.

Dated: _____, 2017

VERONICA J. BORBA, TRUSTEE, FOR
STINCHFIELD FINANCIAL SERVICES, INC., PSP

Dated: _____, 2017

MEGAN TOMLIN, aka SHEETER.

Dated: _____, 2017

HARVEY E. BILLIG, III, M.D.

Dated: _____, 2017

NANCY HAMMER

Dated: _____, 2017

GEORGE PALMER

Dated: _____, 2017

MARILYN M. PALMER

Dated: _____, 2017

GREGORY CEISNER

Dated: _____, 2017

ROBERT C. LEVER

[FURTHER SIGNATURE PAGES FOLLOW]

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Dated: _____, 2017

SHERRY SHAHAN

Dated: 5/15, 2017

Veronica J. Borja
VERONICA J. BORJA, V.P., FOR STINCHFIELD
FINANCIAL SERVICES, INC.

Dated: 5/15, 2017

Veronica J. Borja
VERONICA J. BORJA, TRUSTEE, FOR
STINCHFIELD FINANCIAL SERVICES, INC., PSP

Dated: _____, 2017

MEGAN TOMLIN, aka SHEETER.

Dated: _____, 2017

HARVEY E. BILLIG, III, M.D.

Dated: _____, 2017

NANCY HAMMER

Dated: _____, 2017

GEORGE PALMER

Dated: _____, 2017

MARILYN M. PALMER

Dated: _____, 2017

GREGORY CEISNER

Dated: _____, 2017

ROBERT C. LEVER

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SHERRY SHAHAN

Dated: _____, 2017

VERONICA J. BORBA, V.P., FOR STINCHFIELD
FINANCIAL SERVICES, INC.

Dated: _____, 2017

VERONICA J. BORBA, TRUSTEE, FOR
STINCHFIELD FINANCIAL SERVICES, INC., PSP

Dated: 5/12, 2017



MEGAN TOMLIN, aka SHEETER.

Dated: _____, 2017

HARVEY E. BILLIG, III, M.D.

Dated: _____, 2017

NANCY HAMMER

Dated: _____, 2017

GEORGE PALMER

Dated: _____, 2017

MARILYN M. PALMER

Dated: _____, 2017

GREGORY CEISNER

Dated: _____, 2017

ROBERT C. LEVER

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Dated: _____, 2017

SHERRY SHAHAN

Dated: _____, 2017

VERONICA J. BORBA, V.P., FOR STINCHFIELD
FINANCIAL SERVICES, INC.

Dated: _____, 2017

VERONICA J. BORBA, TRUSTEE, FOR
STINCHFIELD FINANCIAL SERVICES, INC., PSP

Dated: _____, 2017

MEGAN TOMLIN, aka SHEETER.

Dated: May 12, 2017

Harvey E. Billig, III, M.D. Tr.
HARVEY E. BILLIG, III, M.D.

Dated: _____, 2017

NANCY HAMMER

Dated: _____, 2017

GEORGE PALMER

Dated: _____, 2017

MARILYN M. PALMER

Dated: _____, 2017

GREGORY CEISNER

Dated: _____, 2017

ROBERT C. LEVER

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Dated: _____, 2017

SHERRY SHAHAN

Dated: _____, 2017

VERONICA J. BORBA, V.P., FOR STINCHFIELD
FINANCIAL SERVICES, INC.

Dated: _____, 2017

VERONICA J. BORBA, TRUSTEE, FOR
STINCHFIELD FINANCIAL SERVICES, INC., PSP

Dated: _____, 2017

MEGAN TOMLIN, aka SHEETER.

Dated: _____, 2017

HARVEY E. BILLIG, III, M.D.

Dated: May 16, 2017

Nancy Hammer
NANCY HAMMER

Dated: _____, 2017

GEORGE PALMER

Dated: _____, 2017

MARILYN M. PALMER

Dated: _____, 2017

GREGORY CEISNER

Dated: _____, 2017

ROBERT C. LEVER

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Dated: _____, 2017

SHERRY SHAHAN

Dated: _____, 2017

VERONICA J. BORBA, V.P., FOR STINCHFIELD
FINANCIAL SERVICES, INC.

Dated: _____, 2017

VERONICA J. BORBA, TRUSTEE, FOR
STINCHFIELD FINANCIAL SERVICES, INC., PSP

Dated: _____, 2017

MEGAN TOMLIN, aka SHEETER.

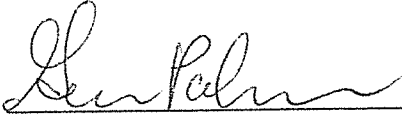
Dated: _____, 2017

HARVEY E. BILLIG, III, M.D.

Dated: _____, 2017

NANCY HAMMER

Dated: 5/14, 2017



GEORGE PALMER

Dated: 5/14, 2017



MARILYN M. PALMER

Dated: _____, 2017

GREGORY CEISNER

Dated: _____, 2017

ROBERT C. LEVER

[FURTHER SIGNATURE PAGES FOLLOW]

The Parties, by Their Signatures, Agree To Be Bound by the foregoing Agreement for Release of All Claims and For Dismissal of Fresno County Superior Court Case No. 16CT0001927.

Dated: _____, 2017

SHERRY SHAMAH

Dated: _____, 2017

VERONICA J. BORSA, V.P., FOR STINGFIELD FINANCIAL SERVICES, INC.

Dated: _____, 2017

VERONICA J. BORSA, TRUSTEE, FOR STINGFIELD FINANCIAL SERVICES, INC.
PSP

Dated: _____, 2017

NEGAN TOMLIN, aka SMETTER.

Dated: _____, 2017

HARVEY E. BILLIG, III, M.D.

Dated: _____, 2017

NANCY HOFFER

Dated: _____, 2017

GEORGE PALMER

Dated: _____, 2017

MARILYN M. PALMER

Dated: 11/17, 2017

GREGORY CEISNER

Dated: _____, 2017

ROBERT C. LEVER

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Dated: _____, 2017

SHERRY SHAHAN

Dated: _____, 2017

VERONICA J. BORBA, V.P., FOR STINCHFIELD
FINANCIAL SERVICES, INC.

Dated: _____, 2017

VERONICA J. BORBA, TRUSTEE, FOR
STINCHFIELD FINANCIAL SERVICES, INC., PSP

Dated: _____, 2017

MEGAN TOMLIN, aka SHEETER.

Dated: _____, 2017

HARVEY E. BILLIG, III, M.D.

Dated: _____, 2017

NANCY HAMMER

Dated: _____, 2017

GEORGE PALMER

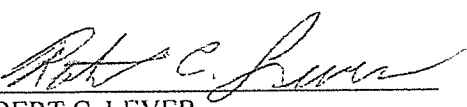
Dated: _____, 2017

MARILYN M. PALMER

Dated: _____, 2017

GREGORY CEISNER

Dated: 5/20, 2017



ROBERT C. LEVER

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Dated: 5/20, 2017


SHAYLA K. LEVER

Dated: _____, 2017

JOHN P. ROZA JR.

Dated: _____, 2017

MAUREEN PALLADINO

Dated: _____, 2017

JOHN TENBROECK DAY,

Dated: _____, 2017

RICHARD H. GAHM

Dated: _____, 2017

SHARON A. GAHM

Dated: _____, 2017

RICHARD BEWLEY

Dated: _____, 2017

RODNEY C. HEWITT

Dated: _____, 2017

CONRAD H. PENN and SHARON K. PENN, AS
TRUSTEES OF THE CONRAD PENN AND
SHARON PENN 1995 REVOCABLE TRUST

Dated: _____, 2017

JOHN FRANGIE, PRES., FOR S L LAND CORP.

Dated: _____, 2017

JOHN FRANGIE

Dated: _____, 2017

RETO GISLER

[FURTHER SIGNATURE PAGES FOLLOW]

Dated: _____, 2017

SHAYLA K. LEVER

Dated: 5-19, 2017

John P. Roza Jr.
JOHN P. ROZA JR.

Dated: _____, 2017

MAUREEN PALLADINO

Dated: _____, 2017

JOHN TENBROECK DAY,

Dated: _____, 2017

RICHARD H. GAHM

Dated: _____, 2017

SHARON A. GAHM

Dated: _____, 2017

RICHARD BEWLEY

Dated: _____, 2017

RODNEY C. HEWITT

Dated: _____, 2017

_____/_____
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JOHN FRANGIE

Dated: _____, 2017

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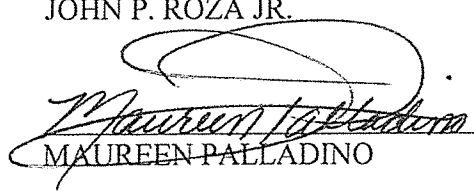
Dated: _____, 2017

SHAYLA K. LEVER

Dated: _____, 2017

JOHN P. ROZA JR.

Dated: 05/13, 2017



MAUREEN PALLADINO

Dated: _____, 2017

JOHN TENBROECK DAY,

Dated: _____, 2017

RICHARD H. GAHM

Dated: _____, 2017

SHARON A. GAHM

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SHAYLA K. LEVER

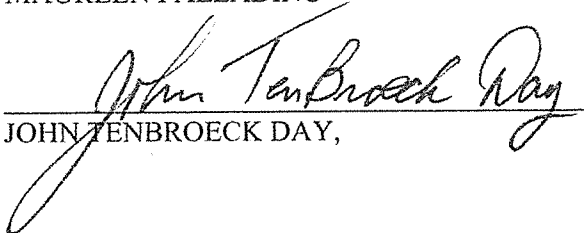
Dated: _____, 2017

JOHN P. ROZA JR.

Dated: _____, 2017

MAUREEN PALLADINO

Dated: 5/20, 2017



JOHN TENBROECK DAY,

Dated: _____, 2017

RICHARD H. GAHM

Dated: _____, 2017

SHARON A. GAHM

Dated: _____, 2017

RICHARD BEWLEY

Dated: _____, 2017

RODNEY C. HEWITT

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Dated: _____, 2017

JOHN FRANGIE

Dated: _____, 2017

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SHAYLA K. LEVER

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JOHN P. ROZA JR.

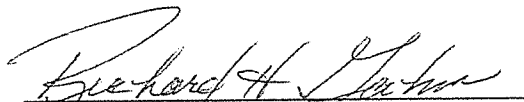
Dated: _____, 2017

MAUREEN PALLADINO

Dated: _____, 2017

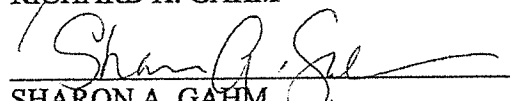
JOHN TENBROECK DAY,

Dated: 5-14-, 2017



RICHARD H. GAHM

Dated: 5-14, 2017



SHARON A. GAHM

Dated: _____, 2017

RICHARD BEWLEY

Dated: _____, 2017

RODNEY C. HEWITT

Dated: _____, 2017

CONRAD H. PENN and SHARON K. PENN, AS
TRUSTEES OF THE CONRAD PENN AND
SHARON PENN 1995 REVOCABLE TRUST

Dated: _____, 2017

JOHN FRANGIE, PRES., FOR S L LAND CORP.

Dated: _____, 2017

JOHN FRANGIE

Dated: _____, 2017

RETO GISLER

[FURTHER SIGNATURE PAGES FOLLOW]

Dated: _____, 2017

SHAYLA K. LEVER

Dated: _____, 2017

JOHN P. ROZA JR.

Dated: _____, 2017

MAUREEN PALLADINO

Dated: _____, 2017

JOHN TENBROECK DAY,

Dated: _____, 2017

RICHARD H. GAHM

Dated: _____, 2017

SHARON A. GAHM

Dated: 5-16, 2017

Richard Bewley
RICHARD BEWLEY

Dated: _____, 2017

RODNEY C. HEWITT

Dated: _____, 2017

CONRAD H. PENN and SHARON K. PENN, AS
TRUSTEES OF THE CONRAD PENN AND
SHARON PENN 1995 REVOCABLE TRUST

Dated: _____, 2017

JOHN FRANGIE, PRES., FOR S L LAND CORP.

Dated: _____, 2017

JOHN FRANGIE

Dated: _____, 2017

RETO GISLER

[FURTHER SIGNATURE PAGES FOLLOW]

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SHAYLA K. LEVER

Dated: _____, 2017

JOHN P. ROZA JR.

Dated: _____, 2017

MAUREEN PALLADINO

Dated: _____, 2017

JOHN TENBROECK DAY,

Dated: _____, 2017

RICHARD H. GAHM

Dated: _____, 2017

SHARON A. GAHM

Dated: _____, 2017

RICHARD BEWLEY

Dated: 5-17, 2017

Rodney C. Hewitt
RODNEY C. HEWITT

Dated: _____, 2017

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JOHN FRANGIE

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JOHN TENBROECK DAY,

Dated: _____, 2017

RICHARD H. GAHM

Dated: _____, 2017

SHARON A. GAHM

Dated: _____, 2017

RICHARD BEWLEY

Dated: _____, 2017

RODNEY C. HEWITT

Dated: 5/13, 2017

Conrad H. Penn / Sharon K. Penn trustees
CONRAD H. PENN and SHARON K. PENN, AS
TRUSTEES OF THE CONRAD PENN AND
SHARON PENN 1995 REVOCABLE TRUST

Dated: _____, 2017

JOHN FRANGIE, PRES., FOR S L LAND CORP.

Dated: _____, 2017

JOHN FRANGIE

Dated: _____, 2017

RETO GISLER

[FURTHER SIGNATURE PAGES FOLLOW]

Dated: _____, 2017

SHAYLA K. LEVER

Dated: _____, 2017

JOHN P. ROZA JR.

Dated: _____, 2017

MAUREEN PALLADINO

Dated: _____, 2017

JOHN TENBROECK DAY,

Dated: _____, 2017

RICHARD H. GAHM

Dated: _____, 2017

SHARON A. GAHM

Dated: _____, 2017

RICHARD BEWLEY

Dated: _____, 2017

RODNEY C. HEWITT

Dated: _____, 2017

CONRAD H. PENN and SHARON K. PENN, AS
TRUSTEES OF THE CONRAD PENN AND
SHARON PENN 1995 REVOCABLE TRUST

Dated: 5/26, 2017

John Frangie FOR S L LAND CORP.
JOHN FRANGIE, PRES., FOR S L LAND CORP.

Dated: 5/26, 2017

John Frangie
JOHN FRANGIE

Dated: _____, 2017

RETO GISLER

[FURTHER SIGNATURE PAGES FOLLOW]

Dated: _____, 2017

SHAYLA K. LEVER

Dated: _____, 2017

JOHN P. ROZA JR.

Dated: _____, 2017

MAUREEN PALLADINO

Dated: _____, 2017

JOHN TENBROECK DAY,

Dated: _____, 2017

RICHARD H. GAHM

Dated: _____, 2017

SHARON A. GAHM

Dated: _____, 2017

RICHARD BEWLEY

Dated: _____, 2017

RODNEY C. HEWITT

Dated: _____, 2017

_____/_____
CONRAD H. PENN and SHARON K. PENN, AS
TRUSTEES OF THE CONRAD PENN AND
SHARON PENN 1995 REVOCABLE TRUST

Dated: _____, 2017

JOHN FRANGIE, PRES., FOR S L LAND CORP.

Dated: _____, 2017

JOHN FRANGIE

Dated: 5/14/, 2017



RETO GISLER

[FURTHER SIGNATURE PAGES FOLLOW]

Dated: 5/14, 2017


LYNAE GISLER

Dated: _____, 2017

MYCHELLE FITZGERALD

Dated: _____, 2017

DARRELL WONG, AS TRUSTEE OF THE
PONTAK WONG REVOCABLE TRUST DATED
JANUARY 19, 2004

Dated: _____, 2017

JILL PETERSON

Dated: _____, 2017

TERRY PETERSON

Dated: _____, 2017

WILLIAM J. STOBBS

Dated: _____, 2017

VERNON C. BLEICH

Dated: _____, 2017

TERESA J. BLEICH

Dated: _____, 2017

KATHLEEN WITOWICH

Dated: _____, 2017

LINDA DESTEFANI AND DAVID BEDKE, AS
TRUSTEES OF THE ELMO AND EVELYN
DESTEFANI TRUST "A"

Dated: _____, 2017

KEVIN W. MCGURTY

[FINAL SIGNATURE PAGE FOLLOWS]

Dated: _____, 2017

LYNAE GISLER

Dated: 5/15, 2017

Michelle Fitzgerald

MYCHELLE FITZGERALD

Dated: _____, 2017

DARRELL WONG, AS TRUSTEE OF THE
PONTAK WONG REVOCABLE TRUST DATED
JANUARY 19, 2004

Dated: _____, 2017

JILL PETERSON

Dated: _____, 2017

TERRY PETERSON

Dated: _____, 2017

WILLIAM J. STOBBS

Dated: _____, 2017

VERNON C. BLEICH

Dated: _____, 2017

TERESA J. BLEICH

Dated: _____, 2017

KATHLEEN WITOWICH

Dated: _____, 2017

LINDA DESTEFANI AND DAVID BEDKE, AS
TRUSTEES OF THE ELMO AND EVELYN
DESTEFANI TRUST "A"

Dated: _____, 2017

KEVIN W. MCGURTY

[FINAL SIGNATURE PAGE FOLLOWS]

Dated: _____, 2017

LYNAE GISLER

Dated: _____, 2017

MYCHELLE FITZGERALD

Dated: May 12, 2017

Darrell Wong, Trustee
DARRELL WONG, AS TRUSTEE OF THE
PONTAK WONG REVOCABLE TRUST DATED
JANUARY 19, 2004

Dated: _____, 2017

JILL PETERSON

Dated: _____, 2017

TERRY PETERSON

Dated: _____, 2017

WILLIAM J. STOBBS

Dated: _____, 2017

VERNON C. BLEICH

Dated: _____, 2017

TERESA J. BLEICH

Dated: _____, 2017

KATHLEEN WITOWICH

Dated: _____, 2017

/_____
LINDA DESTEFANI AND DAVID BEDKE, AS
TRUSTEES OF THE ELMO AND EVELYN
DESTEFANI TRUST "A"

Dated: _____, 2017

KEVIN W. MCGURTY

[FINAL SIGNATURE PAGE FOLLOWS]

Dated: _____, 2017

LYNAE GISLER

Dated: _____, 2017

MYCHELLE FITZGERALD

Dated: _____, 2017

DARRELL WONG, AS TRUSTEE OF THE
PONTAK WONG REVOCABLE TRUST DATED
JANUARY 19, 2004

Dated: 5/20, 2017



JILL PETERSON

Dated: _____, 2017

TERRY PETERSON

Dated: _____, 2017

WILLIAM J. STOBBS

Dated: _____, 2017

VERNON C. BLEICH

Dated: _____, 2017

TERESA J. BLEICH

Dated: _____, 2017

KATHLEEN WITOWICH

Dated: _____, 2017

LINDA DESTEFANI AND DAVID BEDKE, AS
TRUSTEES OF THE ELMO AND EVELYN
DESTEFANI TRUST "A"

Dated: _____, 2017

KEVIN W. MCGURTY

[FINAL SIGNATURE PAGE FOLLOWS]

Dated: _____, 2017

LYNNAE GISLER

Dated: _____, 2017

MYCHELLE FITZGERALD

Dated: _____, 2017

DARRELL WONG, AS TRUSTEE OF THE
PONTAK WONG REVOCABLE TRUST DATED
JANUARY 19, 2004

Dated: _____, 2017

JILL PETERSON

Dated: 5/25, 2017

Terry Peterson
TERRY PETERSON

Dated: _____, 2017

WILLIAM J. STOBBS

Dated: _____, 2017

VERNON C. BLEICH

Dated: _____, 2017

TERESA J. BLEICH

Dated: _____, 2017

KATHLEEN WITOWICH

Dated: _____, 2017

LINDA DESTEFANI AND DAVID BEDKE, AS
TRUSTEES OF THE ELMO AND EVELYN
DESTEFANI TRUST "A"

Dated: _____, 2017

KEVIN W. MCGURTY

[FINAL SIGNATURE PAGE FOLLOWS]

Dated: _____, 2017

LYNAE GISLER

Dated: _____, 2017

MYCHELLE FITZGERALD

Dated: _____, 2017

DARRELL WONG, AS TRUSTEE OF THE
PONTAK WONG REVOCABLE TRUST DATED
JANUARY 19, 2004

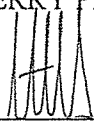
Dated: _____, 2017

JILL PETERSON

Dated: _____, 2017

TERRY PETERSON

Dated: 5/12/, 2017



WILLIAM J. STOBBS

Dated: _____, 2017

VERNON C. BLEICH

Dated: _____, 2017

TERESA J. BLEICH

Dated: _____, 2017

KATHLEEN WITOWICH

Dated: _____, 2017

LINDA DESTEFANI AND DAVID BEDKE, AS
TRUSTEES OF THE ELMO AND EVELYN
DESTEFANI TRUST "A"

Dated: _____, 2017

KEVIN W. MCGURTY

[FINAL SIGNATURE PAGE FOLLOWS]

Dated: _____, 2017

LYNAE GISLER

Dated: _____, 2017

MYCHELLE FITZGERALD

Dated: _____, 2017

DARRELL WONG, AS TRUSTEE OF THE
PONTAK WONG REVOCABLE TRUST DATED
JANUARY 19, 2004

Dated: _____, 2017

JILL PETERSON

Dated: _____, 2017

TERRY PETERSON

Dated: _____, 2017

WILLIAM J. STOBBS

Dated: 5/2/17, 2017



VERNON C. BLEICH

Dated: 5/12/17, 2017



TERESA J. BLEICH

Dated: _____, 2017

KATHLEEN WITOWICH

Dated: _____, 2017

LINDA DESTEFANI AND DAVID BEDKE, AS
TRUSTEES OF THE ELMO AND EVELYN
DESTEFANI TRUST "A"

Dated: _____, 2017

KEVIN W. MCGURTY

[FINAL SIGNATURE PAGE FOLLOWS]

Dated: _____, 2017

LYNAE GISLER

Dated: _____, 2017

MYCHELLE FITZGERALD

Dated: _____, 2017

DARRELL WONG, AS TRUSTEE OF THE
PONTAK WONG REVOCABLE TRUST DATED
JANUARY 19, 2004

Dated: _____, 2017

JILL PETERSON

Dated: _____, 2017

TERRY PETERSON

Dated: _____, 2017

WILLIAM J. STOBBS

Dated: _____, 2017

VERNON C. BLEICH

Dated: _____, 2017

TERESA J. BLEICH

Dated: 5/15, 2017



KATHLEEN WITOWICH

Dated: _____, 2017

LINDA DESTEFANI AND DAVID BEDKE, AS
TRUSTEES OF THE ELMO AND EVELYN
DESTEFANI TRUST "A"

Dated: _____, 2017

KEVIN W. MCCURTAY

[FINAL SIGNATURE PAGE FOLLOWS]

Dated: _____, 2017

LYNAE GISLER

Dated: _____, 2017

MYCHELLE FITZGERALD

Dated: _____, 2017

DARRELL WONG, AS TRUSTEE OF THE
PONTAK WONG REVOCABLE TRUST DATED
JANUARY 19, 2004

Dated: _____, 2017

JILL PETERSON

Dated: _____, 2017

TERRY PETERSON

Dated: _____, 2017

WILLIAM J. STOBBS

Dated: _____, 2017

VERNON C. BLEICH

Dated: _____, 2017

TERESA J. BLEICH

Dated: _____, 2017

KATHLEEN WITOWICH

Dated: 5/15, 2017

Linda Destefani, David Bedke
LINDA DESTEFANI AND DAVID BEDKE, AS
TRUSTEES OF THE ELMO AND EVELYN
DESTEFANI TRUST "A"

Dated: _____, 2017

KEVIN W. MCGURTY

[FINAL SIGNATURE PAGE FOLLOWS]

Dated: _____, 2017

LYNAE GISLER

Dated: _____, 2017

MYCHELLE FITZGERALD

Dated: _____, 2017

DARRELL WONG, AS TRUSTEE OF THE
PONTAK WONG REVOCABLE TRUST DATED
JANUARY 19, 2004

Dated: _____, 2017

JILL PETERSON

Dated: _____, 2017

TERRY PETERSON

Dated: _____, 2017

WILLIAM J. STOBBS

Dated: _____, 2017

VERNON C. BLEICH

Dated: _____, 2017

TERESA J. BLEICH

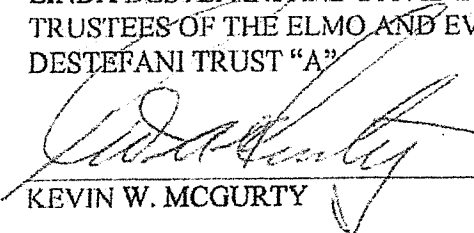
Dated: _____, 2017

KATHLEEN WITOWICH

Dated: _____, 2017

LINDA DESTEFANI AND DAVID BEDKE, AS
TRUSTEES OF THE ELMO AND EVELYN
DESTEFANI TRUST "A"

Dated: 5/12, 2017



KEVIN W. MCGURTY

[FINAL SIGNATURE PAGE FOLLOWS]

Dated: 5/12, 2017

Carol A. McGurty
CAROL A. MCGURTY

Dated: _____, 2017

GILBERT JAMES PARKER

Dated: 5/12, 2017

Leo Michaud
LEO MICHAUD

Dated: _____, 2017

CINDY D. DOLL

///

///

Dated: _____, 2017

By: Oscar J. Garcia, CPA,
Auditor-Controller/Treasurer-Tax Collector,
COUNTY OF FRESNO

Dated: _____, 2017

By: Brian Pacheco, Chairman, Board of Supervisors

Dated: _____, 2017

Approved as to legal form:

DANIEL C. CEDERBORG
County Counsel

By **Scott C. Hawkins**,
Deputy County Counsel.

Dated: _____, 2017

CAROL A. MCGURTY

Dated: _____, 2017

GILBERT JAMES PARKER

Dated: _____, 2017

LEO MICHAUD

Dated: 5/12, 2017

Cindy D. Doll
CINDY D. DOLL

///

///

Dated: 6/7, 2017

Oscar J. Garcia
By: Oscar J. Garcia, CPA,
Auditor-Controller/Treasurer-Tax Collector,
COUNTY OF FRESNO

Dated: 6-20, 2017

Brian Pacheco
By: Brian Pacheco, Chairman, Board of Supervisors

Dated: 5/30, 2017

Approved as to legal form:

DANIEL C. CEDERBORG
County Counsel

Scott C. Hawkins
By Scott C. Hawkins,
Deputy County Counsel.

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Susan Bishop
Deputy

Exhibit "A"

To Release Of All Claims Agreement

The Following persons/entities are all parties to the "Release of All Claims Agreement" entered into with the County of Fresno as further identified in said Agreement:

Veronica J. Borba, Trustee,
For Stinchfield Financial Serv Inc., PSP
Veronica J. Borba, V.P,
For Stinchfield Financial Serv Inc.
Sherry Shahan
Megan Tomlin, aka Sheeter
Harvey E. Billig, III, M.D.,
Nancy Hammer
Cindy D. Doll
George Palmer
Marilyn M. Palmer,
Gregory Ceisner
Robert C. Lever
Shayla K. Lever
Gilbert J. Parker,
Reto Gisler
Lynae Gisler
John P. Roza, Jr.
Maureen Palladino,
John T. Day,
Richard H. Gahm
Sharon A. Gahm,
Richard D. Bewley,
Rodney C. Hewitt,
Conrad H. Penn, Trustee
Sharon K. Penn, Trustee
William J. Stobbs
John Frangie, Pres., S L Land Corporation
John Frangie
Kevin W. McGurty
Carol A. McGurty
Darrell M. Wong, Trustee
Mychelle Fitzgerald
Jill Peterson
Terry Peterson
Kathleen Witowich
Vernon C. Bleich
Teresa Bleich,
Leo Michaud
David Bedke, Trustee
Linda DeStefani, Trustee.

EXHIBIT "B"
To Release of All Claims Agreement
LIST OF AGREED CLAIM AMOUNTS

Lender/Defendant	Percentage	<u>Recalculated Pct.</u> <u>Owned claims</u> <u>filed</u>	<u>Excess funds</u> <u>\$305,148.73</u>
Veronica J. Borba, Jr., Trustee, For Stinchfield Financial Serv Inc., PSP	0.162%	0.209%	\$637.76
Veronica J. Borba, Jr. V.P, Stinchfield Financial Serv Inc.	0.324%	0.419%	\$1,278.57
Sherry Shahan	0.811%	1.051%	\$3,207.11
Megan Tomlin, aka Sheeter	0.811%	1.051%	\$3,207.11
Harvey E. Billig, III, M.D.,	2.675%	3.468%	\$10,582.56
Harvey E. Billig, III, M.D.,	0.649%	0.841%	\$2,566.30
Nancy Hammer	0.762%	0.988%	\$3,014.87
Cindy D. Doll	0.097%	0.126%	\$384.49
George and Marilyn M. Palmer,	1.621%	2.102%	\$6,414.23
Gregory Morgan Ceisner	0.649%	0.841%	\$2,566.30
Gregory Morgan Ceisner	4.458%	5.780%	\$17,637.60
Gregory Morgan Ceisner	0.243%	0.315%	\$961.22
Robert Charles & Shayla Karen Lever	1.621%	2.102%	\$6,414.23
Gilbert James Parker,	5.593%	7.251%	\$22,126.33
Reto & Lynae Gisler	0.405%	0.525%	\$1,602.03
John P. Roza, Jr.	1.621%	2.102%	\$6,414.23
Maureen Palladino,	1.702%	2.207%	\$6,734.63
John T. Day,	6.323%	8.197%	\$25,013.04
John T. Day,	1.946%	2.522%	\$7,695.85
Richard H. and Sharon A. Gahm,	0.811%	1.051%	\$3,207.11
Richard D. Bewley,	0.405%	0.525%	\$1,602.03
Rodney C. Hewitt,	1.621%	2.102%	\$6,414.23
Conrad H. and Sharon K. Penn, Trustees	0.811%	1.051%	\$3,207.11
William J. Stobbs	0.811%	1.051%	\$3,207.11
John Frangie, Pres., S L Land Corporation	8.106%	10.509%	\$32,068.08
John Frangie	16.213%	21.017%	\$64,133.11
Kevin W. and Carol A. McGurty	2.116%	2.743%	\$8,370.24
Darrell M. Wong, Trustee	0.811%	1.051%	\$3,207.11
Mychelle Fitzgerald	0.811%	1.051%	\$3,207.11
Jill Peterson	0.162%	0.210%	\$640.81
Terry Peterson	0.162%	0.210%	\$640.81
Kathleen Witowich & Vernon Bleich,	0.811%	1.051%	\$3,207.11
Vernon C. & Teresa Bleich,	0.162%	0.210%	\$640.81
Leo Michaud	2.537%	3.289%	\$10,036.35
Leo Michaud	1.832%	2.375%	\$7,247.29
David Bedke & Linda DeStefani, Trustees	6.485%	8.407%	\$25,653.85
		100%	\$305,148.73