

## RELEASE AND SETTLEMENT AGREEMENT

1. For the sole consideration of Ten Thousand and 00/100 Dollars (\$10,000), the receipt of which is hereby acknowledged, ROBERT WILBUR, ("WILBUR") releases and forever discharges JEAN SALLS, MARIA CHAMBERLAIN, KAREN SHAAK, ROBERT PEETZ, DAN JONES, ELSA PALMER and ED DELAHANTY, individuals, and their insurers, attorneys, agents, related entities, subsidiaries, successors, and assigns ("RELEASEES") from any and all claims, demands, rights, actions and causes of action on account of or in any way growing out of their actions or omissions while serving as members of the Board of Directors of Admiral's Cove Beach Club, a Washington, non-profit association. This release includes all claims for damages, equitable relief, or declaratory relief, as well as any and all consequences and/or claims which may exist, but which at this time are unknown, unforeseen and/or unanticipated and which may develop at some time in the future, including but not limited to and all claims brought against the individual Releasees in or which could have been brought as part of the recent lawsuit captioned *Robert Wilbur and Dustin Frederick v. Admiral's Cove Beach Club, et al.*, Island County Superior Court No. 13-2-00741-4.

2. Wilbur expressly agrees that he shall make no further claims for expenses, attorney's fees, costs, damages, or any claims whatsoever against Releasees arising out of or relating to the aforesaid matters, and will hold Releasees harmless from any such claims.

3. Wilbur further agrees that he and his attorney shall execute all documents necessary to obtain dismissal with prejudice and without costs of the Releasees from the lawsuit captioned *Robert Wilbur and Dustin Frederick v. Admiral's Cove Beach Club, et al.*, Island County Superior Court No. 13-2-00741-4.

4. Wilbur agrees that this release and settlement is for the benefit of himself and Releasees to avoid the costs and perils of litigation and is not an admission of liability or negligence, which liability Releasees expressly deny.

5. Wilbur expressly agrees that this is a full and final release of all claims of every nature and kind whatsoever arising out of the aforesaid matters, and releases claims that are known and unknown, suspected and unsuspected.

6. Wilbur understands and agrees that he has had the benefit of legal counsel in making this settlement and in executing this Release and Settlement Agreement, and have not relied upon any representations by any party released herein, nor any of their attorneys, agents, employees, or representatives.

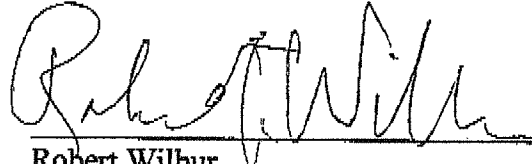
7. Wilbur is not releasing Admiral's Cove Beach Club nor is he agreeing to dismiss that entity from the aforementioned lawsuit. This release only applies and affects the individual Releasees described in paragraph 1.

//

THE UNDERSIGNED DECLARES THAT THE TERMS OF THIS SETTLEMENT HAVE BEEN COMPLETELY READ AND ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT, AND SETTLEMENT OF ALL MATTERS

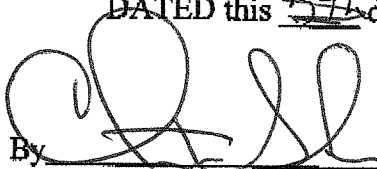
SET FORTH ABOVE, AND FOR THE EXPRESS PURPOSE OF PRECLUDING FOREVER ANY ADDITIONAL CLAIMS ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE AFORESAID MATTERS.

Dated this 5<sup>th</sup> day of <sup>May</sup>~~April~~, 2014.

  
Robert Wilbur

.Form approved:

DATED this <sup>30<sup>th</sup></sup>~~5<sup>th</sup>~~ day of MAY, 2014.

By   
Christon C. Skinner, WSBA No. 9515  
Attorney for Robert Wilbur