

Settlement offer on behalf of all Defendants (John Mehos; M&M Rentals, LLC; Constantine Mehos; William Mehos, individually and on behalf of The William G. Mehos Living Trust 1, The William G. Mehos Living Trust 2, and The William G. Mehos Living Trust 3) to include the following material terms:

- Payment of \$1,000,000 to Plaintiffs' counsel trust account to be delivered to the Court within 45 days of approval of settlement by the Court
- Within 15 days of the delivery of the settlement funds to the Court, all parties (individually and on behalf of any person or class member they respectively represent), agree to file a Stipulation to Dismiss with Prejudice all claims asserted against all Defendants in the District Court case, with each party to bear their own fees and costs
- Within 15 days of the delivery of the settlement funds to the Court, Plaintiffs, individually and on behalf of all class members, agree to file a Motion to Dismiss claims asserted against all Defendants in the companion fraudulent transfer action case
- Release of all claims asserted or unasserted, known or unknown, which exist at the time of the settlement by Plaintiffs, individually and on behalf of all class members that fall within the classes and subclasses certified by the District Court or which relate in any way to the properties at issue in the District Court (with releasees defined to include all Defendants, their representatives/attorneys/assigns/successors and QBE and General Casualty Company of Wisconsin)
- Release of William Mehos' cross-claims against all other Defendants and waiver of any future claims against those Defendants associated with the substance of the District Court case
- Release of Constantine Mehos' counterclaims against any and all Plaintiffs, individually or as class representatives or as class members.
- Release of any rights or claims by Plaintiffs or on behalf of Plaintiffs to any proceeds resulting from any eminent domain action as to any of the subject properties.
- All representative Plaintiffs and Plaintiffs' counsel agree not to disparage any of the Defendants in any manner from date of settlement to perpetuity
- Cooperation regarding documents to be submitted to the Court seeking approval of the class action settlement, including agreement by all representative Plaintiffs to support the settlement and instruct counsel to support approval of the class action settlement
- Plaintiffs and Plaintiffs' counsel agree to cooperate, facilitate, and undertake all necessary actions to secure Court approval of the settlement of all minor Plaintiffs' claims
- All funds to be held by the Court until a stipulated motion for release of settlement funds is granted
- Settlement is null and void if any class members opt out of class inclusion
- Plaintiffs to pay all costs and fees associated with the class administration and distribution of all settlement funds, including any payment and handling of residual settlement funds to COLTAF
- Plaintiffs agree to defend and indemnify Defendants in connection with any allegations of improper handling or distribution of settlement funds
- Any disputes regarding the distribution of settlement proceeds as between Plaintiffs' counsel, the representative Plaintiffs, any class members, and any other party claiming entitlement to settlement proceeds will not invalidate settlement agreement