

FULL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

This Full Release of All Claims and Settlement Agreement is made and entered into this 15th day of December, 2008 by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter referred to as "Defendant"; and SHAWN GABEL and THERESA GABEL and MCGLADES, LLC hereinafter referred to as "Plaintiffs," jointly referred to as "Parties."

Without any determination of any liability, which is expressly denied and disputed by the Defendant, and to avoid the uncertainties inherent in litigation, the parties desire to enter into this Full Release of All Claims and Settlement Agreement in order to provide for certain payment in full settlement and discharge of all claims which have been made, or which might ever be made, arising directly or indirectly out of the matters alleged in, and the subject matter of the Complaints for Damages filed in Superior Court Cause No. 06-2-01841-3 and 07-2-02259-1 and the Amended Complaint for Damages filed in Superior Court Cause No. 07-2-02259-1, jointly referred hereto as "Complaints".

Plaintiffs, for and in consideration of the sum of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00), to be paid by Defendant, by delivering a check made payable to Shawn and Theresa Gabel and Witherspoon, Kelley, Davenport & Toole, P.S. Trust Account on January 5, 2009, do hereby remise, release and forever discharge, SPOKANE COUNTY, a political subdivision of the State of Washington; its elected officials and employees, whether herein named, or referred to or not, and who, together with the above named, may be jointly or severally liable to the Plaintiffs, from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, subrogation, and/or indemnification, arising from and by reason of any and all known and unknown, foreseen and unforeseen claims or injuries, and the consequences thereof, which heretofore have been and which hereafter may be sustained by the Plaintiffs or by any and all other persons, associations and corporations, whether herein named or referred to or not, and from all liability arising out of the incidents complained of or which could have been complained of, whether alleged or not, in the aforementioned Complaints.

FURTHER, in consideration of the above payment, the Plaintiffs ALSO EXPRESSLY DECLARE AND AGREE:

(1) That all claims, causes of action and allegations set forth in the aforementioned Complaints are disputed and this full and final settlement thereof shall never be treated as evidence of liability, nor as an admission of liability.

(2) That this Release covers and includes all claims, several or otherwise, past, present or future, known and unknown, foreseen and unforeseen, which can or may ever be asserted by any person or persons, as heirs, or otherwise, as the result of the claims, causes of

action and allegations set forth in the aforementioned Complaints.

(3) That this full and final Release shall cover and include all and any future claims, injuries, and/or damages not now known to any of the parties hereto but which may later develop or be discovered, including the effects or consequences thereof and arising out of claims, causes of action and allegations set forth in the aforementioned Complaints.

(4) Plaintiffs expressly waive, and assume the risk of, any and all claims for damages which exist as of this date, but of which Plaintiffs do not know or suspect to exist, whether through oversight, error, negligence, incomplete knowledge or otherwise, arising out of claims, causes of action and allegations set forth in the aforementioned Complaints, and which, if known, would materially affect Plaintiffs' decision to enter into this settlement agreement.

(5) Plaintiffs further agree that they have accepted payment of the sum specified herein as complete compromise of matters involving disputed issues of fact and law. Plaintiffs understand and agree that if the law and facts with respect to which the settlement agreement is executed be found hereafter to be other than, or different from, the law and facts now believed by Plaintiffs and/or their counsel to be true, Plaintiffs expressly accept and assume the risk of such possible difference in law and facts and agree that this settlement agreement shall be and remain effective not withstanding any such difference.

(6) Plaintiffs further covenant that they shall not bring, commence, institute, maintain, prosecute or voluntarily aid in any action at law, proceeding in equity or any other legal proceeding against any of the Releasees based in whole or in part upon any event, right, claim, demand, cause of action, obligation, damage to liability referred to in the aforementioned Complaints.

(7) This settlement agreement contains the entire agreement between the parties with regard to the matters set forth in it and supersedes any and all prior agreements and understandings, whether oral or written, of the parties hereto relating to the subject matter hereof.

(8) This Agreement shall be binding on and inure to the benefit of the parties and the respective legal representatives, successors, heirs, and assigns.

