

**WAIVER OF JUDICIAL ACCOUNTING, ACKNOWLEDGMENT
AND REFUNDING AGREEMENT**

This Waiver of Judicial Accounting, Acknowledgement, and Refunding Agreement ("Agreement") is entered into as of the date executed herein below by and between Joan Miller, Franz Wastlhuber, Monika Wastlhuber, Susanne Wastlhuber (also known as Suzanne Wastlhuber), Michael Wastlhuber, Evelyn Hoffmaster (also known as Lynn Hofinaster), Marine Mammal Center, Solano County Sheriff's Office Animal Services, Winn Feline Foundation, Ross Valley Ecumenical Housing Association, and Doctors Without Borders, remainder beneficiaries ("Beneficiaries") of The Alfred Wastlhuber Living Trust, dated June 30, 2015 ("Trust"); and First Republic Trust Company, a division of First Republic Bank, as trustee of the Trust ("Trustee") and in its corporate capacity ("First Republic")(collectively, "Parties").

RECITALS

WHEREAS, the Parties acknowledge and agree that the following facts exist:

- A. Alfred Wastlhuber died on September 3, 2018, rendering the Trust irrevocable;
- B. Suzanne Knecht ("Suzanne") served as the initial trustee following Alfred's death, and on October 15, 2018, Suzanne resigned and appointed First Republic to serve as sole Trustee upon its acceptance of trusteeship;
- C. First Republic accepted its appointment on November 1, 2018 and has served as the sole trustee until the present;
- D. The terms of the Trust direct for outright distributions to the Beneficiaries after certain specific bequests were made to Susan Lin and Teddie Chapman;
- E. Having satisfied said specific bequests, the Trustee is now prepared to make such distributions to the Beneficiaries according to the schedule attached as Exhibit "A" to this Agreement;
- F. Trustee is entitled to file and serve a judicial final accounting with a court and all liability and accountability in respect of all matters set forth in such accounting; and receive a judicial review of same settling the accounting of the Trust and discharging First
- G. Beneficiaries, in order to avoid the time, delay and the expense of a judicial accounting, desire to waive a judicial accounting.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. The recitals hereinabove are incorporated herein by reference and made a part of this Agreement.
- 2. The Beneficiaries acknowledge receipt from the Trustee of the Trust assets in accordance with Exhibit "A" of this Agreement, in full and complete satisfaction of the amounts due to the Beneficiaries from the Trust, excepting therefrom any remaining balance of the reserve (as referenced in Exhibit "A"), which the Trustee will release and distribute to the

Beneficiaries (in proportion to their respective interests in the Trust) at a later point in time as determined by the Trustee. The reserve will be kept for the purpose of paying any remaining anticipated and unanticipated expenses of the Trust.

3. The Beneficiaries agree to refund to the Trustee, promptly and on demand, any amounts distributed to the Beneficiaries as shall be necessary to meet each beneficiary's pro rata share of any deficiency caused by the payment of any debts, taxes, or other proper charges or expenses of any kind, not to exceed, however, an amount equal to the aggregate value of the funds received by the Beneficiaries.

4. First Republic agrees to refrain from filing and serving a judicial accounting at the Trust's expense.

5. The Beneficiaries do hereby:

a. acknowledge that they have received and reviewed, or had the opportunity to review, all the account statements of the Trust provided by the Trustee during the course of its administration of the Trust;

b. acknowledge their right to have a judicial final accounting;

c. waive the filing and service of a judicial, final or other accounting by Trustee;

d. acknowledge that each Beneficiary has fully read, understands, and voluntarily enters into this Agreement, has had the opportunity to consult with counsel regarding the execution of this Agreement, and further acknowledge that each Beneficiary is not relying upon the advice of First Republic in entering into this Agreement.


6. This Agreement shall be governed by and construed in accordance with the laws of California without regard to any conflicts of laws principles that would require the laws of any other jurisdiction to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought in a state or federal court located in the state of California.

7. Unless specifically provided herein, this Agreement contains all the understandings and representations between the Trustee and the Beneficiaries relating to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, discussions, agreements, representations, and warranties, both written and oral, regarding such subject matter.

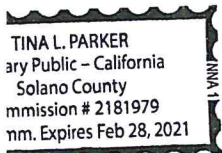
8. This Agreement shall bind and inure to the benefit of the Parties' heirs, legal representatives, successors and assigns.

9. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of JAN 6, 2020.



Thomas A. Ferrara, Sheriff-Coroner
Solano County Sheriff's Office



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SOLANO)

On JANUARY 6, 2020 before me, TINA L. PARKER, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared THOMAS A. FERRARA, SHERIFF/CORONER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature T Parker
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: WAIVER OF JUDICIAL ACCOUNTING, ACKNOWLEDGMENT

Document Date: JANUARY 6, 2020 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: THOMAS A. FERRARA

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: SHERIFF/CORONER

Signer Is Representing: SHERIFF OFFICE

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

