AGREEMENT OF SETTLEMENT AND RELEASE

THIS AGREEMENT OF SETTLEMENT AND RELEASE ("Agreement") is made, entered into, and effective as of January 29, 2026 (the "Effective Date"), between JUN CHRISTOPHER CAPINPIN and AILEEN GRACE CAPINPIN, a married couple (the "Capinpins") on the one side, and ROMEO BELOCURA and ANNIE RHEA AUGUSTO, individually and as a married couple ("R&A") and ABC ELDER CARE, INC., a Washington corporation ("ABC") (collectively "Defendants"), on the other side. All of the above parties are collectively referred to herein as the "Parties."

RECITALS

A. WHEREAS a dispute exists between the parties related to a Commercial Lease dated on or about September 2, 2021 and subject to a subsequent Lease Amendment (the "Lease Agreement") for [redacted] Puyallup, WA 98371 (the "Property") between the Capinpins and ABC, of which has resulted in a case filed in Pierce County Superior Court under cause number 25-2-13363-5 for unlawful detainer and breach of contract. The legal title of the Property resides with the Capinpins. A copy of the current and valid Lease Agreement is attached as exhibit A and incorporated herein.

B. WHEREAS the Defendants have filed a separate action in Pierce County Superior Court under cause number 25-2-14126-3, wherein Defendants brought issues of constructive/resulting trust, quiet title, declaratory judgment, equitable lien, breach of contract, breach of implied covenant of good faith and fair dealing, breach of fiduciary duty, unjust enrichment, and account against the Capinpins. Defendants have challenged the Capinpins' ownership rights to the Property and have filed a Lis Pendens against the Property in connection with their lawsuit.

C. WHEREAS, on January 29, 2026, the parties met to mediate their dispute and reached an agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties incorporate the Recitals above and hereby agree as follows:

1. Obligations of the Parties.

(a) The Parties shall enter into a Real Estate Purchase and Sale Agreement ("RESPA") wherein R&A and/or ABC agree to purchase the Property from the Capinpins for Six Hundred Twenty-Five Thousand and 00/100 Dollars ($625,000.00). The RESPA will provide that the buyer of the Property shall be responsible for all costs of closing, including, but not limited to, taxes, fees, and any real estate agent the buyer chooses to retain. However, the Capinpins shall cover the cost of their own real estate agent should they choose to retain one. The RESPA will further

provide that the sale will close no later than July 31, 2026. The Parties shall act in good faith and reasonably cooperate in the closing of the sale and the execution of any further agreements and documents necessary thereto. Defendants may assign the right to enter into a RESPA to another entity that is wholly owned and operated by R&A upon written consent from the Capinpins. Any designated entity must have and provide proper organizational documents demonstrating and verifying its ownership and operations. The Capinpins shall not unreasonably withhold such consent.

(b) Should Defendants fail to complete the purchase of the Property by July 31, 2026, Defendants agree to vacate the Property on or before September 30, 2026. Defendants shall leave the Property in a broom-swept and habitable condition.

(c) If Defendants fail to vacate the Property pursuant to section (b) above, the Capinpins, and/or their assigns, shall be entitled to file an action against Defendants for unlawful detainer and to forcibly remove Defendants from the Property, and that Defendants shall be jointly and individually liable for all attorney fees and costs related to such efforts.

(d) In addition to the terms provided above, the required Lease Payments provision of the Lease Agreement is hereby amended to require ABC to pay to Capinpins an amount equal to what Capinpins are required to pay monthly pursuant to the current mortgage and deed of trust for the Property. The Capinpins shall provide copies of monthly statements upon request by ABC through their respective undersigned counsel. The "Dispute Resolution" provision of the Lease Agreement shall be removed in its entirety. Tenants shall continue to be responsible for all maintenance and repairs for the Property. The remaining terms of the Lease Agreement shall be enforceable, provided that the Lease Agreement shall terminate upon closing of the purchase of the Property.

2. Release of Claims.

Upon entry of this agreement by the Parties, this agreement supersedes and releases any and all claims the Capinpins have against Defendants, and Defendants have against the Capinpins. This agreement extends to any parties' past, present and future executors, insurers, guardians, conservators, trustees, heirs, predecessors, beneficiaries, legatees, devisees, successors, assigns, agents, employees, representatives and attorneys, and their respective executors, guardians, conservators, trustees, heirs, predecessors, beneficiaries, legatees, devisees, successors, assigns, agents, attorneys and employees.

The parties agree to dismiss with prejudice their respective Pierce County Superior Court Cases as identified previously herein, and Defendants shall release the Lis Pendens they filed against the Property. Such dismissals and releases shall be filed within ten (10) days of the Effective Date.

3. No Prior Assignment.

Each of the Parties hereto represents and warrants that he, she, or it has the full right, power and authority to enter into the releases set forth in Section 2 above, and that he, she, or it has not

assigned, conveyed, encumbered, or in any manner transferred all or any portion of the claims covered by such releases. Each party acknowledges and agrees that this warranty and representation is an essential and material term of such releases, without which the consideration relating hereto would not have been delivered by any party to any other.

4. Legal Advice.

Each of the Parties hereto has received or had the opportunity to receive independent legal advice from his, her, or its attorneys with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement and the releases set forth above.

5. Discovery of Additional Facts.

The Parties hereto agree and acknowledge that they, or any of them, may hereafter discover facts different from or in addition to those they, or any of them, now know or believe to be true with respect to the matters released herein, and the Parties agree that these releases shall be and will remain effective in all respects notwithstanding such different or additional facts. Except as otherwise expressly provided herein, it is the intention hereby fully, finally and forever to settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed between the Parties hereto and the matters specified herein. In furtherance of such intention, except as otherwise expressly provided herein, the releases given herein shall be and will remain in effect as full and complete mutual releases of any such matters notwithstanding the discovery or existence of any such additional claims or facts relative thereto.

6. No Representations.

Except as expressly provided in this Agreement, no party or any officer, agent, employee, representative or attorney of or for any party, has made any statement or representation to any other party regarding any fact relied upon by the other party in entering into this Agreement, and no party has relied upon any statement, representation or promise of any other party, or of any other officer, agent, employee or attorney for the other party, in executing this Agreement or in making the settlement provided for herein, except as expressly stated herein. To the extent that any party relies upon any statement, representation or fact not set forth in this Agreement, it does so at its own risk.

7. Factual Investigation.

The Parties acknowledges that they have had the opportunity to conduct an investigation into the facts and evidence relevant to the party's decision to sign this Agreement. The Parties acknowledge that, in deciding to enter into this Agreement, they have not relied on any promise, representation, or other information not contained in this Agreement, and also have not relied on any expectation that any other party has disclosed all material facts. By entering into this Agreement, the Parties are assuming all risks that they may be mistaken as to the true facts, that

they may have been led to an incorrect understanding of the true facts, and/or that facts material to their decision to sign this Agreement may have been withheld from them. No party will have a claim to rescind this Agreement on the basis of any alleged mistake, misrepresentation, or failure to disclose any fact.

8. No Admission of Liability.

Neither the execution of this Agreement, nor the performance of any terms hereof, shall constitute, be construed as or be deemed an admission of any liability, wrongdoing or culpability whatsoever by any of the Parties or any person or entity.

9. Governing Law, Venue, and Attorneys' Fees.

Washington law shall govern this Agreement. Any dispute arising from this Agreement shall be filed in Pierce County Superior Court, and the prevailing party shall be entitled to an award of its reasonable attorney fees and costs.

10. Severability.

If a court deems any portion of this Agreement to be invalid, such portion shall be severed from this Agreement and the remaining parts shall remain effective.

11. Final and Complete Agreement.

Subject to the provisions herein, this Agreement is the final and complete expression of all agreements between the Parties on all subjects and supersedes and replaces all prior discussions, representations, agreements, policies, and practices is incorporated by reference herein. This Agreement may not be amended orally. It may be amended only by a writing that specifically refers to this Agreement and is signed by all parties.

12. Signatures.

It is further understood and agreed that this Agreement may be executed by each of the Parties on separate signature pages, which will collectively, along with a copy of the text of the remainder of the Agreement, be deemed the original Agreement for all purposes. The Parties agree that facsimile, electronic mail, or other copies of the Parties' signatures on this Agreement are binding and admissible to the same extent that they would be if they were original signatures.

(SIGNATURE PAGES TO FOLLOW.)