

**AMENDMENT TO
CONDITIONAL SETTLEMENT AGREEMENT
AND
RELEASE OF ALL CLAIMS**

THIS AMENDMENT TO CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Amendment") is entered into on the dates set forth below by and between Richard C. Moe and Ruth N. Moe, individually and as Co-Trustees of the Moe Family Trust dated March 16, 2006 and K. Craig Rowell and Corinda L. Ray, Trustees or their Successor Trustees, of the K. Craig Rowell and Corinda L. Ray 1998 Living Trust dated January 16, 1998 ("Plaintiffs") and Randy Krassow, individually and as Successor Trustee of the Trust created by Trust Agreement dated March 3, 1979, as amended, between William McFadden and Ella Bostwick McFadden, as trustors and Trustee, Santa Cruz Mausoleum Corporation and Santa Cruz Cemetery Corporation ("Defendants"), with reference to the following:

RECITALS

- A. On or about July 28, 2013, the parties entered into a Conditional Settlement Agreement and Release of All Claims ("Agreement") for settlement of a lawsuit between the parties filed in the Santa Cruz County Superior Court, Case No. CV172949 ("Action").
- B. The Agreement provided that Defendants would move the crematory to a new location adjacent to the existing business operated by Defendants, as referenced in the May 24, 2013 Health Risk Assessment for Santa Cruz Crematory prepared by the Monterey Bay Unified Air Pollution Control District.
- C. The Agreement provided that Defendants shall complete the relocation of the crematory and discontinue all use of the existing crematory on or before June 30, 2014.
- D. Plaintiffs desire to proceed with the construction of a housing project on their real property situated in the City of Santa Cruz, County of Santa Cruz, State of California, consisting of approximately 2.743 acres, commonly referred to as APN 008-044-02 ("Property").
- E. Defendants have been unable to complete the relocation of the crematory due to a lawsuit filed by the Ocean Street Extension Neighborhood Association.
- F. As a result of the foregoing, it is now the desire and intention of the parties to modify the Agreement to provide that the Defendants shall discontinue cremation of any corpses containing amalgam fillings, as more particularly provided below.

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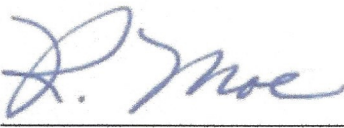
NOW, THEREFORE, the parties hereby modify the Agreement as follows:

1. **OBLIGATION OF DEFENDANTS.** Defendants shall absolutely and forever cease and desist from the cremation of any corpses containing amalgam fillings as of the date that Plaintiffs commence construction of any housing project on the Property ("Cease and Desist Date"). Defendants shall allow inspections and provide such reports as may be reasonably requested by the City of Santa Cruz or the Monterey Bay Air Pollution Control District to verify compliance with the foregoing requirement. As an alternative method of compliance with the foregoing requirement, Defendants may endeavor at any time in their discretion to obtain a minor modification of their crematory permit, allowing them to eliminate mercury emissions by removal of amalgam fillings from corpses prior to cremation, in accordance with all applicable laws and regulations.
2. **OBLIGATION OF PLAINTIFFS.** Plaintiffs shall furnish Defendants with not less than 60-days advance written notice of the Cease and Desist Date.
3. **REMEDIES.** The foregoing obligations of Defendants are for the benefit of Plaintiffs and all subsequent owners and occupants of the Property, the City of Santa Cruz and the Monterey Bay Air Pollution Control District. Should Defendants fail to comply with the foregoing obligations, the parties stipulate that Plaintiffs, any subsequent owners or occupants of the Property, the City of Santa Cruz and the Monterey Bay Air Pollution Control District will have no adequate remedy at law, and shall be entitled to temporary, preliminary and permanent injunctive relief, requiring Defendants, their agents, employees and all persons in concert with them to cease and desist from the cremation of corpses containing amalgam fillings.
4. **JURISDICTION.** The court shall retain jurisdiction pursuant to Code of Civil Procedure §664.6, to enforce the settlement as hereby amended.
5. **DISMISSAL.** Upon mutual execution of this Amendment, Plaintiffs shall file a dismissal of Plaintiffs' first cause of action for rescission, as alleged in the Action, with prejudice, and shall file a dismissal of Plaintiffs' second cause of action for nuisance, as alleged in the Action, with prejudice, but with the understanding that any cause of action for any public or private nuisance occurring or continuing after the date of this Amendment is a new cause of action unaffected by the dismissal. Except as provided herein, all terms and conditions of the Agreement shall remain in full force and effect.
6. **SURVIVAL.** Except as provided herein, the terms and conditions of the Agreement shall remain in full force and effect.
7. **COUNTERPARTS.** This Amendment may be executed in counterparts, all of

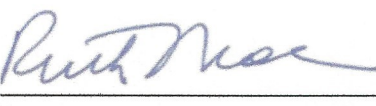
which taken together shall constitute a complete agreement. Facsimile and electronic signatures shall be deemed originals for all purposes.

PLAINTIFFS:

DEFENDANTS:

Dated: 12/2/2015 
Richard C. Moe, Trustee

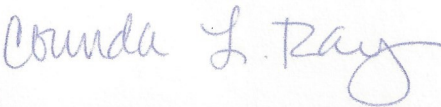
Dated: _____
Randy Krassow, individually

Dated: 12/2/2015 
Ruth N. Moe, Trustee

Dated: _____
Randy Krassow, Trustee

Dated: 12/2/2015 
K. Craig Rowell, Trustee

By: Santa Cruz Mausoleum Corporation

Dated: 12/2/2015 
Corinda L. Ray, Trustee

Dated: _____

Santa Cruz Cemetery Corporation
By: _____

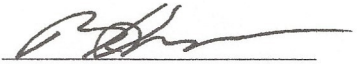
Dated: _____

which taken together shall constitute a complete agreement. Facsimile and electronic signatures shall be deemed originals for all purposes.

PLAINTIFFS:

DEFENDANTS:

Dated: _____
Richard C. Moe, Trustee

Dated: 12/2/15 
Randy Krassow, individually

Dated: _____
Ruth N. Moe, Trustee

Dated: 12/2/15 
Randy Krassow, Trustee

Dated: _____
K. Craig Rowell, Trustee

Santa Cruz Mausoleum Corporation
By:

Dated: _____
Corinda L. Ray, Trustee

Dated: 12/2/15 

Santa Cruz Cemetery Corporation
By:

Dated: 12/2/15 