

## **MUTUAL RELEASE**

This Mutual Release (the "Release") is made as of October 30, 2019, by and between BALBOAA LAND DEVELOPMENT CORPORATION ("Balboaa") and the TOWN OF CAROGA (the "Town"). Balboaa and the Town may, hereafter be referred to individually as a "Party" to the Release, or collectively as the "Parties" to the Release.

The Parties hereby release and forever discharge each other, and each of their past and present predecessors, successors, affiliates, subsidiaries, parents, insurers, officers, directors, employees, heirs, assigns, agents, and attorneys from any and all known and unknown claims, disputes, demands, debts, liabilities, obligations, contracts, agreements, causes of action, suits, attorneys' fees and/or costs, of whatever nature, character or description, which the Parties had, now have, or may have related to the Dispute and/or any of the matters which arise out of, from, asserted in, or which could have been asserted in connection with the dispute as outlined in the action commenced in the Fulton County Supreme Court entitled *Balboaa Land Development Corporation v. Town of Caroga*, filed under Index No. 07599, respecting all real and personal property made and/or intended to be made a part of the donation of Sherman's Amusement Park by Balboaa Land Development Corporation to the Town of Caroga.

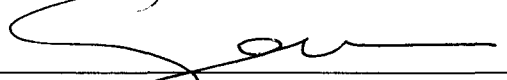
Each of the persons executing this Agreement is empowered and authorized to do so on his, her, or its own or principal's behalf, and no further consents or approvals are required

More specifically, this release is given and is intended to be in full satisfaction of any claim of the undersigned, resulting from any acts or omissions made for which action was or could have been commenced in Fulton County Court, Johnstown, New York under Index No.: 07599. This release is conditioned upon the Parties discontinuing with prejudice all claims and the counterclaims in the same action.

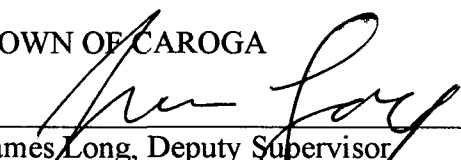
In consideration of the above, the Parties hereby release each other from any and all liability and/or damages, past, present and future, in all forms whatsoever for all matters related to the donation involving Sherman's Amusement Park and/or any condition, obligation, expectation, right or promise placed upon, relied upon, held or made by any of the Parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30<sup>TH</sup> day of October, 2019.

BALBOAA LAND DEVELOPMENT  
CORPORATION


  
George Abdella

TOWN OF CAROGA

  
James Long, Deputy Supervisor

STATE OF NEW YORK  
COUNTY OF FULTON ss.:

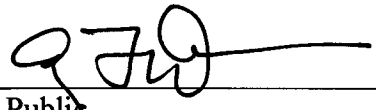
On this 31<sup>st</sup> day of October, 2019 before me, the subscriber personally came GEORGE ABDELLA, to me known and known to me to be the same individual who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
Notary Public

SUSAN G. FRASIER  
Notary Public, State of ~~New York~~  
No. 01FR6006421  
Qualified in Fulton County  
Commission Expires May 4, 2019 20

STATE OF NEW YORK  
COUNTY OF FULTON ss.:

On this 30<sup>th</sup> day of October, 2019 before me, the subscriber personally came JAMES LONG, Deputy Supervisor of the Town of Caroga, to me known to be the same individual who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

  
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Notary Public

GREGORY T. DUNN  
Notary Public, State of New York  
No. 02DU6257388  
Qualified in Montgomery County  
Commission Expires 3/12/20 20