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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

12 UNITED STATES OF AMERICA,
13 Plaintiff,

14 v.

No. 02-4948 JSW

15 REAL PROPERTY LOCATED
AT 6557 ASCOT DRIVE,
16 OAKLAND, CALIFORNIA,
17 Defendant.

STIPULATED OCCUPANCY
AGREEMENT

18
19 HEREFORD HUMANITARIAN
BUSINESS TRUST,
HUIBERT JOHANNES VAN PRAAG,
20 LONGMEAD PROPERTIES LIMITED,
STEVEN FONTAINE AND
21 NILOUFER FONTAINE,
22 Claimants.

24 The parties stipulate and agree as follows:

25 1. Plaintiff is the United States of America. Defendant is the Real Property Located
26 at 6557 Ascot Drive, Oakland, California ("defendant 6557 Ascot Drive"). Appearing as
27 Claimants after filing a claim and answer are (1) Steven Fontaine and Niloufer Fontaine, his wife
28 ("Fontaine Claimants"); and (2) Hereford Humanitarian Business Trust, HuiBERT Johannes Van

1 Praag and Longmead Properties Limited (“Investor Claimants”). The United States and
2 Claimants are hereinafter referred to as the “parties” in this document which is hereinafter
3 referred to as the “Occupancy Agreement” or “Agreement.”

4 2. The parties enter into this Occupancy Agreement to allow claimants Steven
5 Fontaine and Niloufer Fontaine, his wife, to continue to reside at defendant 6557 Ascot Drive to
6 and including July 12, 2009 under the conditions set forth in this Agreement.

7 3. The United States Marshals have the right at reasonable times to enter defendant
8 6557 Ascot Drive, including the residence and any other buildings on that property, for the
9 purpose of conducting an initial and subsequent inspections, changing locks, taking still and
10 video photographs, appraising the condition and value of that property and taking an inventory.
11 All inspections will be conducted during daylight hours and after a telephone call to the Fontaine
12 claimants at their telephone number ending in 2085 announcing such inspection which telephone
13 call will be made at a reasonable time prior to the inspection and, if no one answers, a voice mail
14 message left will be sufficient notice.. The United States Marshal also has a right of entry
15 without notice on an emergency basis. An emergency is anything that would lead to imminent
16 damage or destruction of defendant 6557 Ascot Drive, including the residence and any other
17 buildings on that property.

18 4. The Fontaine Claimants agree to maintain defendant 6557 Ascot Drive at their
19 expense in the same, or better, condition as it existed on March 31, 2009 when the Court ordered
20 defendant 6557 Ascot Drive forfeited to the United States. The word “maintain,” includes, but is
21 not limited to: keeping the property free of hazards and/or structural defects, keeping all heating,
22 air conditioning, plumbing, electrical, gas, oil, and other power facilities in good working
23 condition; keeping defendant 6557 Ascot Drive clean and providing all necessary facilities for
24 proper sanitation and waste removal; keeping defendant 6557 Ascot Drive in conformity with
25 reasonable needs for lawn care, and providing any other ordinary and necessary items of routine
26 maintenance.

27 5. The Fontaine Claimants agree to timely pay all mortgage payments, home
28 equity loans, dues, association fees, utility, sewer, trash, cable television payments, and any other

1 expenditures otherwise necessary with respect to defendant 6557 Ascot Drive. The Fontaine
2 Claimants further agree to abide by all laws, codes, regulations, ordinances, covenants, rules,
3 bylaws, binding agreements, and/or conditions pertaining to the care, maintenance, control, and
4 use of defendant 6557 Ascot Drive.

5 6. The Fontaine Claimants agree to obtain and maintain casualty and fire insurance
6 equal to the full replacement cost for defendant 6557 Ascot Drive and all improvements on it,
7 including policies to cover liability to any and all persons injured on defendant 6557 Ascot Drive.
8 The Fontaine Claimants agree to maintain liability insurance for the injuries occurring on, or
9 resulting from, use of defendant 6557 Ascot Drive, or activities or conditions on it, in the
10 minimum amount of the \$1,000,000. Additionally, the Fontaine Claimants shall arrange for a
11 rider to all the above mentioned policies naming the United States of America as a loss payee and
12 additional insured during the period that this Agreement to and including July 12, 2009. Copies
13 of the required insurance policies, as well as proof of naming the United States of America as a
14 loss payee and additional insured, shall be delivered the United States no later than the April 27,
15 2009. The Fontaine Claimants agree to hold the United States of America or its agents harmless,
16 for any and all claims made while this Agreement is in effect which arise out of the injury to any
17 and all persons, except as directly caused by an agent of the United States of America.

18 7. On or before July 12, 2009, the termination of this Agreement, the Fontaine
19 Claimants shall remove any and all personal belongings from defendant 6557 Ascot Drive at
20 their expense. If the Fontaine Claimants fail to remove personal belongings from defendant 6557
21 Ascot Drive, these items will be removed by the United States Marshals Service at the expense of
22 the Fontaine Claimants and disposed of by the United States Marshals Service by public auction,
23 commercial sale or other means allowed by law.

24 8. The Fontaine Claimants have no right to sublet defendant 6557 Ascot Drive.

25 9. The Fontaine Claimants agree not to violate any federal, state, or local
26 law/ordinance, and not to allow any other party to violate any federal, state, or local
27 law/ordinance on defendant 6557 Ascot Drive during the life of this Agreement. The Fontaine
28 Claimants agree not to use the defendant 6557 Ascot Drive so that it poses a danger to the health

1 or safety of the public, or a danger to law enforcement, or to use defendant 6557 Ascot Drive so
2 that it adversely affects the liability of the United States Marshal or the designee of the United
3 States Marshal authorized to manage defendant 6557 Ascot Drive

4 10. The Fontaine Claimants agree not to remove, destroy, alienate, transfer, detract
5 from, remodel, or alter in any way, defendant 6557 Ascot Drive or any fixture, which is part of
6 defendant 6557 Ascot Drive, ordinary wear excepted, without express written consent of the
7 United States Marshal.

8 11. If Fontaine Claimants decide to vacate the premises prior to July 12, 2009, they
9 agree to give two weeks, prior written notice to the United States and will be responsible for
10 paying all fees and expenses outlined in this Agreement through the fourteen (14) day notice
11 period.

12 12. The Fontaine Claimants understand, and agree, that any violation of this
13 Stipulated Occupancy Agreement, including but not limited to the failure to make required
14 payments or have the required insurance policies under this Agreement, is a basis for their
15 immediate removal and eviction from defendant 6557 Ascot Drive upon fourteen (14) days
16 notice.

17 13. This constitutes the entire agreement between the parties. Amendments to this
18 Stipulated Occupancy Agreement shall only be made in writing signed by the Parties.

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1 14. The parties agree that the Court will retain jurisdiction over this case until the
2 Fontaine Claimants have vacated 6557 Ascot Drive.

3 IT IS SO STIPULATED: JOSEPH P. RUSSONIELLO
4 United States Attorney

5 Dated: April 14, 2009 /s/
6 PATRICIA J. KENNEY
7 Assistant United States Attorney
8 Attorneys for the United States

9 COOPER, WHITE & COOPER LLP

10 Dated: April 14, 2009 /s/
11 STEPHEN D. KAUS
12 Attorneys for Hereford Humanitarian Business Trust

13 DONOVAN HATEM LLP

14 Dated: April 14, 2009 /s/
15 DARRELL MOOK
16 Attorney for Claimant Hereford
17 Humanitarian Business Trust

18 CLARENCE & DYER LLP

19 Dated: April 14, 2009 /s/
20 KATE DYER
21 Attorney for Claimants Huibert Van Praag and
22 Longmead Properties ELP

23 Dated: May 4, 2009 
24 STEVEN FONTAINE
25 Claimants

26 Dated: May 4, 2009 
27 NILOUFER FONTAINE
28 Claimants

29 Dated: May 4, 2009 
30 JAMES BRADEN
31 Attorney for Claimants Steven Fontaine
32 and Niloufer Fontaine

33 IT IS SO ORDERED PURSUANT TO THE FOREGOING STIPULATION ON THIS
34 _____ DAY OF _____, 2009.

35 HONORABLE JEFFREY S. WHITE
36 United States District Court

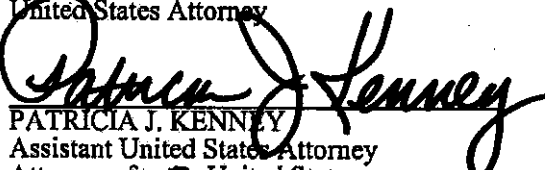
37 Stipulated Occupancy Agreement
38 No. 02-4948 JSW

1 14. The parties agree that the Court will retain jurisdiction over this case until the
2 Fontaine Claimants have vacated 6557 Ascot Drive.

3
4 IT IS SO STIPULATED:

JOSEPH P. RUSSONIELLO
United States Attorney

5
6 Dated: April 14, 2009


PATRICIA J. KENNEY
Assistant United States Attorney
Attorneys for the United States

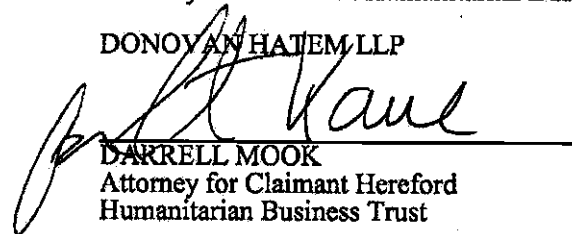
COOPER, WHITE & COOPER LLP

7
8
9
10 Dated: April 11, 2009


STEPHEN D. KAUS
Attorneys for Hereford Humanitarian Business Trust

DONOVAN HATEM LLP

11
12
13 Dated: April 14, 2009


DARRELL MOOK
Attorney for Claimant Hereford
Humanitarian Business Trust

CLARENCE & DYER LLP

14
15
16
17 Dated: April 14, 2009


KATE DYER
Attorney for Claimants Huibert Van Praag and
Longmead Properties LLP

fax authorization

18
19
20 Dated: April __, 2009

STEVEN FONTAINE
NILOUFER FONTAINE
Claimants

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24 IT IS SO ORDERED PURSUANT TO THE FOREGOING STIPULATION ON THIS

25 _____ DAY OF _____, 2009.

26
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HONORABLE JEFFREY S. WHITE
United States District Court