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# **Confidential Settlement Agreement** **& Mutual Release**

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## **THE TERMS & CONDITIONS OF THIS AGREEMENT ARE CONFIDENTIAL**

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### *Article I* **Parties & Definitions**

- A. The term “Agreement” or “Release” means this Confidential Settlement Agreement & Mutual Release.
- B. The term “Trust” collectively means the following:
- 1) Brunsting Family Living Trust, dated October 10, 1996.
  - 2) The Restatement of the Brunsting Family Living Trust, dated January 12, 2005. All references in this Agreement to the Brunsting Family Living Trust are to the Brunsting Family Living Trust, dated October 10, 1996, as amended and restated by the Restatement of the Brunsting Family Living Trust, dated January 12, 2005.
  - 3) Elmer H. Brunsting Decedent’s Trust, dated April 1, 2009.
  - 4) Nelva E. Brunsting Survivor’s Trust, dated November 11, 2011.
  - 5) Qualified Beneficiary Designation & Exercise of Testamentary Powers of Appointment under Living Trust Agreement, dated June 15, 2010 (the “June 2010 QBD Trust”).
  - 6) Qualified Beneficiary Designation & Exercise of Testamentary Powers of Appointment under Living Trust Agreement, dated August 25, 2010 (the “August 2010 QBD Trust”), and which includes, but is not limited to, the personal asset trusts referenced in the August 2010 QBT Trust.
- C. The term “Trustees” or “Co-Trustees” means Anita Kay Brunsting and Amy Ruth Brunsting. The term “Trustee” or “Co-Trustee” means Anita Kay Brunsting or Amy Ruth Brunsting as determined by the context.

D. The parties to this Agreement are as follows:

- 1) Carl Henry Brunsting, individually, by and through his attorney-in-fact, Drina G. Brunsting, under that one certain Statutory Durable Power of Attorney, dated February 12, 2015. All references in this Agreement to Carl Henry Brunsting include his attorney-in-fact, Drina G. Brunsting, under that one certain Statutory Durable Power of Attorney.
- 2) Carole Ann Brunsting, individually.
- 3) Anita Kay Brunsting, individually, as successor trustee of the Brunsting Family Living Trust, Co-Trustee of the Elmer H. Brunsting Decedent's Trust, Co-Trustee of the Nelva E. Brunsting Survivor's Trust, Co-Trustee of the June 2010 QBD Trust, and Co-Trustee of the August 2010 QBD Trust.
- 4) Amy Ruth Brunsting, individually, as successor trustee of the Brunsting Family Living Trust, Co-Trustee of the Elmer H. Brunsting Decedent's Trust, Co-Trustee of the Nelva E. Brunsting Survivor's Trust, Co-Trustee of the June 2010 QBD Trust, and Co-Trustee of the August 2010 QBD Trust, and named Executor of the Last Will & Testament of Nelva E. Brunsting.

E. The term "Remaining Beneficiaries" means:

- 1) Carl Henry Brunsting.
- 2) Carole Ann Brunsting.
- 3) Anita Kay Brunsting.
- 4) Amy Ruth Brunsting.

F. The term "Remaining Beneficiary" means Carl Henry Brunsting, Carole Ann Brunsting, Amy Ruth Brunsting, and/or Anita Kay Brunsting as determined by the context in which the term is used.

G. The term "Vacek Parties" includes the following:

- 1) Candace L. Kunz-Freed, individually; and
- 2) Vacek & Freed, P.L.L.C.

H. The term "Parties" and/or "Released Parties" means the Remaining Beneficiaries. The term "Party" and/or "Released Party" refers to a Remaining Beneficiary, the identity of which is determined by the context in which the term was used.

I. Unless the context provides otherwise, the term "Lawsuits" means all of the legal proceedings listed below, and includes, but is not limited to, the following:

- 1) C.A. 412248; *Estate of Elmer H. Brunsting, Deceased*; In Probate Court No. Four (4), Harris County, Texas.

- 2) C.A. 412249; *Estate of Nelva E. Brunsting, Deceased*; In Probate Court No. Four (4), Harris County, Texas.
- 3) C.A. 412249-401; *Carl Henry Brunsting, Et Al v. Anita Kay Brunsting, Et Al*, In the *Estate of Nelva E. Brunsting, Deceased*; In Probate Court No. Four (4), Harris County, Texas, and which case is identified herein as the -401 Lawsuit.
- 4) C.A. 412249-402; *Candace Louise Curtis v. Anita Kay Brunsting & Amy Ruth Brunsting in the Estate of Nelva E. Brunsting, Deceased*; In Probate Court No. Four (4), Harris County, Texas, and which case is identified herein as the -402 Lawsuit.
- 5) C.A. 412249-403; *Carl Henry Brunsting, Independent Executor of the Estates of Elmer H. Brunsting & Nelva E. Brunsting v. Candace L. Kunz-Freed & Vacek & Freed, P.L.L.C., f/k/a The Vacek Law Firm, P.L.L.C.*; In Probate Court No. Four (4), Harris County, Texas; and which case was originally filed under C.A. No. 2013-05455 in the 164<sup>TH</sup> District Court, Harris County, Texas, and which case is identified herein as the “Vacek & Freed Lawsuit or the -403 Lawsuit”
- 6) C.A. 412249-404; *Candace Louise Curtis v. Anita Kay Brunsting & Amy Ruth Brunsting, Et Al in the Estate of Nelva E. Brunsting, Deceased*; In Probate Court No. Four (4), Harris County, Texas, and which case is identified herein as the “Bill of Review Lawsuit or the -404 Lawsuit.”
- 7) C.A. 412249-405; *Candace Louise Curtis v. Anita Kay Brunsting & Amy Ruth Brunsting, Et Al in the Estate of Nelva E. Brunsting, Deceased*; In Probate Court No. Four (4), Harris County, Texas, and which case is identified herein as the “Severance Lawsuit” or the -405 Lawsuit.
- 8) C.A. No. 2020-35401; *Candace Louise Curtis v. Anita Kay Brunsting & Amy Ruth Brunsting*; In the 151<sup>ST</sup> District Court, Harris County, Texas, and which case is identified herein as the “Enforce Foreign Judgment.”
- 9) C.A. 4:12-CV-00592; *Candace Louise Curtis v. Anita Kay Brunsting*; U.S. District Court, S.D. of Texas, Houston Division (Hon. Kenneth M. Hoyt).
- 10) C.A. 4:16-CV-01969; *Candace Louise Curtis v. Candace Kunz-Freed, Et Al*; U.S. District Court, S.D. of Texas, Houston Division (Hon. Alfred H. Bennett).
- 11) C.A. 17-20360; *Candace Curtis, Et Al v. Candace Kunz-Freed, Et Al*; U.S. Court of Appeals for the Fifth Circuit (June 6, 2018)(affirming the District Court dismissal in C.A. 4:16-CV-01969).
- 12) C.A. 20-20566; *Candace Curtis v. Anita Kay Brunsting & Amy Ruth Brunsting*; U.S. Court of Appeals for the Fifth Circuit (June 21, 2021)(affirming the District Court dismissal in C.A. 4:12-CV-00592).

- 13) C.A. H-22-1129; *Candace Curtis v. Amy Ruth Brunsting & Anita Kay Brunsting*; U.S. District Court, S.D. of Texas, Houston, Texas (Hon. Lee H. Rosenthal).
- 14) The term “Lawsuits” also includes the matters or disputes referenced in Article II below, and such other further judicial proceedings that may occur in the future if such judicial proceedings are related in whole or in part to the Estates of Nelva E. Brunsting and/or Elmer H. Brunsting, the Trust, and/or the 145 (+/-) acres of Brunsting farm land located in Sioux County, Iowa (hereinafter the “Iowa Farm”).
- 15) The term “Court” or “Probate Court” means Probate Court No. Four (4), Harris County, Texas.
- J. The term “Curtis” means Candace Louise Curtis, in her individual capacity and not as a beneficiary of any Trust.
- K. The term “Final Curtis Judgment” means a final, nonappealable judgment and/or judgments collectively regarding Curtis in all Lawsuits, previously pending, now pending, and those filed before there is a final distribution of Trust assets, and before the Trust is judicially closed.
- L. The term “Reserve Account” means the funds withheld as a distribution pending further litigation by Curtis. *See* Article VI for additional terms and conditions regarding this account.
- M. The term “Legal Fees & Expenses” means the attorneys’ fees and expenses incurred and/or paid by either or both Co-Trustees with regard to the Lawsuits, any Co-Trustee, the Trust, any Trust assets, and/or if Anita Brunsting and/or Amy Brunsting served as an executor of any probate related as Elmer and/or Nelva Brunsting.
- N. The term “Global Settlement” means a full and final settlement by, among, and between the Remaining Beneficiaries.
- O. The term “Liquid Assets” means all assets other than the Iowa Farm, such other assets to include, but not be limited to, all cash, stocks, bonds, and mutual funds owned, held, or possessed by, through, under, or for the benefit of the Trust.
- P. The term “Trust Assets” or “Trust Estate” includes the Liquid Assets not yet distributed, the Iowa Farm, and the sum of \$260,000.00 previously distributed to the Remaining Beneficiaries.

## ***Article II***

### **Nature of the Disputes**

- A. Candace Louise Curtis and Carl Henry Brunsting filed claims against the Co-Trustees arising out of a dispute regarding the validity of the August 2010 QBD Trust. Further disagreement arose when, in December 2010, Nelva resigned as trustee of the Brunsting Family Living Trust and Successor Trusts and appointed Anita Brunsting (“Anita”) as her replacement. There is disagreement between the Parties as to what influence may have been exerted over Nelva in

making the decisions.

- B. Allegations were made that the Co-Trustees made multiple disbursements of Trust assets for the benefit of the Co-Trustees and/or their children that violate the Co-Trustees' fiduciary duties to the Trust and the Remaining Beneficiaries.
- C. In addition to the foregoing, Carole Ann Brunsting filed claims against Carl Henry Brunsting for, *inter alia*, breach of fiduciary duty and tortious interference with her inheritance.

### ***Article III***

## **Specific Releases**

**3.01. Carl Henry Brunsting, Individually.** Carl Henry Brunsting, for and in consideration of the mutual covenants, promises, and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged and confessed, REMISES, RELEASES, and forever DISCHARGES the other Remaining Beneficiaries, and all past and present parent, subsidiary, and affiliated companies, and all of their past and present agents, representatives, trustees, executors, personal representatives, attorneys, servants, consultants, subcontractors, employees, shareholders, officers, directors, managers, members, partners, joint venturers, successors and assigns, insurers, reinsurers, sureties, and any and all underwriters at interest, and any other agent, representative, and/or employee who might be liable, whether or not specifically named herein, of and from any and all manner of action and actions, cause and causes of action, express and implied warranties, suits, debts, damages to person or property, sums of money, accounts, injuries, contracts, controversies, agreements, promises, damages, wages and/or benefits earned or unearned, common law and statutory penalties, punitive and exemplary damages, judgments, interest, attorneys' fees, costs of court, executions, claims, demands, and expenses of all kind and character whatsoever, which are now recognized in common law, equity, statute, rule, regulation, by administrative body or decisional authority, or which may be created or recognized by any manner in the future in law or equity, by any federal, state, county, or city constitutions, statutes, ordinances, rules, regulations, or judicial or administrative decisions, owned, held, or possessed in whole or in part or which may hereafter be owned, held, or possessed in whole or in part by or for Carl Henry Brunsting for, upon, or by reason of any matter, cause, or thing from the beginning of the world through and including the date this Agreement is signed, and more particularly, but not exclusively, for, upon, or by reason of all claims and causes of action alleged or that could have been alleged in the Lawsuits. Carl Henry Brunsting further agrees that this Agreement is intended to be as broad and comprehensive as possible to the other Remaining Beneficiaries.

**3.02. Carole Ann Brunsting, Individually.** Carole Ann Brunsting, for and in consideration of the mutual covenants, promises, and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged and confessed, REMISES, RELEASES, and forever DISCHARGES the other Remaining Beneficiaries, and all past and present parent, subsidiary, and affiliated companies, and all of their past and present agents, representatives, trustees, executors, personal representatives, attorneys, servants, consultants, subcontractors, employees, shareholders, officers, directors, managers, members, partners, joint venturers,

successors and assigns, insurers, reinsurers, sureties, and any and all underwriters at interest, and any other agent, representative, and/or employee who might be liable, whether or not specifically named herein, of and from any and all manner of action and actions, cause and causes of action, express and implied warranties, suits, debts, damages to person or property, sums of money, accounts, injuries, contracts, controversies, agreements, promises, damages, wages and/or benefits earned or unearned, common law and statutory penalties, punitive and exemplary damages, judgments, interest, attorneys' fees, costs of court, executions, claims, demands, and expenses of all kind and character whatsoever, which are now recognized in common law, equity, statute, rule, regulation, by administrative body or decisional authority, or which may be created or recognized by any manner in the future in law or equity, by any federal, state, county, or city constitutions, statutes, ordinances, rules, regulations, or judicial or administrative decisions, owned, held, or possessed in whole or in part or which may hereafter be owned, held, or possessed in whole or in part by or for Carole Ann Brunsting for, upon, or by reason of any matter, cause, or thing from the beginning of the world through and including the date this Agreement is signed, and more particularly, but not exclusively, for, upon, or by reason of all claims and causes of action alleged or that could have been alleged in the Lawsuits. Carole Ann Brunsting further agrees that this Agreement is intended to be as broad and comprehensive as possible to the other Remaining Beneficiaries.

**3.03. Anita K. Brunsting.** Anita Kay Brunsting, for and in consideration of the mutual covenants, promises, and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged and confessed, REMISES, RELEASES, and forever DISCHARGES the other Remaining Beneficiaries, and all past and present parent, subsidiary, and affiliated companies, and all of their past and present agents, representatives, trustees, executors, personal representatives, attorneys, servants, consultants, subcontractors, employees, shareholders, officers, directors, managers, members, partners, joint venturers, successors and assigns, insurers, reinsurers, sureties, and any and all underwriters at interest, and any other agent, representative, and/or employee who might be liable, whether or not specifically named herein, of and from any and all manner of action and actions, cause and causes of action, express and implied warranties, suits, debts, damages to person or property, sums of money, accounts, injuries, contracts, controversies, agreements, promises, damages, wages and/or benefits earned or unearned, common law and statutory penalties, punitive and exemplary damages, judgments, interest, attorneys' fees, costs of court, executions, claims, demands, and expenses of all kind and character whatsoever, which are now recognized in common law, equity, statute, rule, regulation, by administrative body or decisional authority, or which may be created or recognized by any manner in the future in law or equity, by any federal, state, county, or city constitutions, statutes, ordinances, rules, regulations, or judicial or administrative decisions, owned, held, or possessed in whole or in part or which may hereafter be owned, held, or possessed in whole or in part by or for Anita Kay Brunsting for, upon, or by reason of any matter, cause, or thing from the beginning of the world through and including the date this Agreement is signed, and more particularly, but not exclusively, for, upon, or by reason of all claims and causes of action alleged or that could have been alleged in the Lawsuits. Anita Kay Brunsting further agrees that this Agreement is intended to be as broad and comprehensive as possible to the other Remaining Beneficiaries.

**3.04. Amy Ruth Brunsting.** Amy Ruth Brunsting, for and in consideration of the mutual covenants, promises, and agreements set forth in this Agreement, the receipt and sufficiency of

which is hereby acknowledged and confessed, REMISES, RELEASES, and forever DISCHARGES the other Remaining Beneficiaries, and all past and present parent, subsidiary, and affiliated companies, and all of their past and present agents, representatives, trustees, executors, personal representatives, attorneys, servants, consultants, subcontractors, employees, shareholders, officers, directors, managers, members, partners, joint venturers, successors and assigns, insurers, reinsurers, sureties, and any and all underwriters at interest, and any other agent, representative, and/or employee who might be liable, whether or not specifically named herein, of and from any and all manner of action and actions, cause and causes of action, express and implied warranties, suits, debts, damages to person or property, sums of money, accounts, injuries, contracts, controversies, agreements, promises, damages, wages and/or benefits earned or unearned, common law and statutory penalties, punitive and exemplary damages, judgments, interest, attorneys' fees, costs of court, executions, claims, demands, and expenses of all kind and character whatsoever, which are now recognized in common law, equity, statute, rule, regulation, by administrative body or decisional authority, or which may be created or recognized by any manner in the future in law or equity, by any federal, state, county, or city constitutions, statutes, ordinances, rules, regulations, or judicial or administrative decisions, owned, held, or possessed in whole or in part or which may hereafter be owned, held, or possessed in whole or in part by or for Amy Ruth Brunsting for, upon, or by reason of any matter, cause, or thing from the beginning of the world through and including the date this Agreement is signed, and more particularly, but not exclusively, for, upon, or by reason of all claims and causes of action alleged or that could have been alleged in the Lawsuits. Amy Ruth Brunsting further agrees that this Agreement is intended to be as broad and comprehensive as possible to the other Remaining Beneficiaries.

**3.05. Candace Louise Curtis. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, THIS AGREEMENT DOES NOT AND SHALL NOT CONSTITUTE A RELEASE OF ANY CLAIMS OR CAUSES OF ACTION OWNED, HELD, AND/OR POSSESSED BY ANY REMAINING BENEFICIARY AGAINST CANDACE LOUISE CURTIS, WHETHER NOW EXISTING OR WHICH MAY EXIST IN THE FUTURE.**

## *Article IV*

### **Scope of Release**

**4.01. Scope Includes Claims Known & Unknown.** This Agreement includes within its scope all claims and causes of action that each Party has or may have against any other Party, including, but not limited to, those claims and causes of action that may be omitted herein because of oversight, error, or ignorance, and/or without regard to whether an ordinary person in the same or similar circumstances would or would not through the exercise of ordinary care have discovered such claims or causes of action by the date this Agreement is signed. It is further understood and agreed that all damages of all character may not now be known and that this Agreement shall cover, does cover, and releases all claims and demands of any kind whatsoever, known or unknown, including, but not limited to, all claims and demands that arise or result from their disputes, and includes all consequences thereof that may hereafter develop, as well as those already known, developed, or are now apparent.

**4.02. Exception to the Release.** Notwithstanding any other provision in this Agreement to the contrary, this Agreement does not and shall not affect, limit, or otherwise release the Parties' rights as to any injunctive relief granted or to be granted by the Court or the enforcement of any rights related to any injunctive relief granted or to be granted by the Court.

**4.03. Limitations on the Scope of this Agreement.** This Agreement does not and shall not include a release of any Party's rights, remedies, or obligations under this Agreement.

## *Article V* **Consideration**

**5.01. Consideration.** The consideration for this Agreement is the mutual release of all claims and causes of action as set forth in Articles III and IV, the other promises, covenants, and agreements set forth in this Agreement, and the Parties' agreement that the Court enter a final judgment in accordance with the forms attached hereto as Exhibits A and B. **THE FOREGOING CONSIDERATION IS THE FULL CONSIDERATION FOR THIS AGREEMENT AND IS CONTRACTUAL AND NOT MERELY A RECITAL.**

**5.02. Motions, Judgments & Court Orders.** Following the Parties' execution of this Agreement, the Remaining Beneficiaries have no further interest or legal involvement relating to any other Remaining Beneficiary's desire to obtain a judgment or such other motion that results in a take nothing final judgment by any or all Remaining Beneficiaries against all other Remaining Beneficiaries, and will not oppose any such motion that seeks the aforementioned relief. The Parties agree that any subsequent order or judgment entered in the Lawsuits shall not invalidate, set aside, or modify the scope of this Agreement or the attorneys' fees and/or expenses to be paid hereunder.

## *Article VI* **Special Provisions That Are Dispute Specific**

In addition to all the other promises, covenants, and agreements set forth in this Agreement, the Parties further agree as set forth in this Article.

**6.01. Dismissal of Estate Claims.** The Parties agree to the dismissal of all Estate claims against the Remaining Beneficiaries, Executors and/or Trustees. If Court approval is required to dismiss the Estate claims, then the Parties agree to the limited appointment of Amy Ruth Brunsting as Successor Executor for the sole and exclusive purpose of dismissing any Estate claims against the Remaining Beneficiaries, Executors and/or Trustees. The limited appointment, if one, does not extend to the Vacek & Freed Lawsuit. Any legal fees, costs or expenses incurred by Amy Ruth Brunsting pursuant to any such limited appointment will be considered "Legal Fees & Expenses" as such term is defined in Article I and addressed within this Agreement.

## 6.02. Vacek & Freed Lawsuit.

- A. The Parties stipulate that the Estate claims against the Vacek Parties are Trust claims per the pour-over Last Will & Testament and, therefore, subject to the sole and exclusive authority of the Co-Trustees. As such, the Co-Trustees have the authority to assign, transfer, and/or convey the claims should the Co-Trustees deem such assignment, transfer, and/or conveyance to be in the best interests of the Trust, or to dismiss the claims if the dismissal is in the best interests of the Trust.
- B. As part of the consideration for this Agreement, the Co-Trustees assign, convey, and transfer to Carl Henry Brunsting all claims and causes of action own, held, and/or possessed by the Trust against Vacek & Freed, from the beginning of the world through the date this Agreement is executed, or the date this Agreement is approved by the Court, whichever date is later, and shall include but not be limited to the claims and causes of action described in the -403 Lawsuit. In addition, Carl Henry Brunsting shall bear the entire cost, whether attorneys' fees, court costs, expenses of litigation, or otherwise, regarding his prosecution and/or defense of the Vacek & Freed Lawsuit. All sums recovered by Carl Henry Brunsting in the Vacek & Freed Lawsuit shall belong solely to Carl Henry Brunsting, and the other Remaining Beneficiaries waive any right, title, or interest in such sums, if any.
- C. AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, CARL HENRY BRUNSTING, FOR HIMSELF AND HIS LEGAL REPRESENTATIVES, HEIRS, DEVISEES, LEGATEES, SUCCESSORS, AND ASSIGNS, AGREES TO UNCONDITIONALLY INDEMNIFY AND HOLD HARMLESS AND DEFEND THE TRUST AND OTHER REMAINING BENEFICIARIES FROM ANY AND ALL ATTORNEYS' FEES, COURT COSTS, AND/OR OTHER EXPENSES, IF ANY, RELATED IN WHOLE OR IN PART TO HIS PROSECUTION AND/OR DEFENSE OF THE VACEK & FREED LAWSUIT. THIS INDEMNITY APPLIES REGARDLESS OF WHETHER THE ACTIONS, OMISSIONS, NEGLIGENCE, OR GROSS NEGLIGENCE OF ANY REMAINING BENEFICIARY CAUSED OR CONTRIBUTED TO THE ALLEGED SUBJECT LOSS.
- D. AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, CARL HENRY BRUNSTING, FOR HIMSELF AND HIS LEGAL REPRESENTATIVES, HEIRS, DEVISEES, LEGAEETS, SUCCESSORS, AND ASSIGNS, AGREES TO UNCONDITIONALLY INDEMNIFY AND HOLD HARMLESS AND DEFEND THE TRUST AND THE OTHER REMAINING BENEFICIARIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION OF WHATSOEVER NATURE OR CHARACTER THAT HAVE BEEN OR WHICH MAY HEREAFTER BE ASSERTED BY THE VACEK PARTIES, OR ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER THE VACEK PARTIES, FOR DAMAGES, LOSSES, COSTS, AND/OR EXPENSES, IF ANY, ALLEGEDLY SUSTAINED BY ANY OF THEM REGARDING ANY AND ALL MATTERS RELEASED HEREIN, INCLUDING, BUT NOT LIMITED TO ALL ACTUAL, CONSEQUENTIAL, SPECIAL, AND/OR EXEMPLARY DAMAGES, AND FURTHER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EXPENSES, COSTS, COURT COSTS, AND/OR

REASONABLE ATTORNEYS' FEES. THIS INDEMNITY APPLIES REGARDLESS OF WHETHER THE ACTIONS, OMISSIONS, NEGLIGENCE, OR GROSS NEGLIGENCE OF ANY REMAINING BENEFICIARY CAUSED OR CONTRIBUTED TO THE ALLEGED SUBJECT LOSS.

**6.03. Sale of the Iowa Farm.**

- A. The Co-Trustees shall sell the Iowa Farm on such terms and conditions as they deem reasonable; provided, however, a sale price of ninety-five percent (95%) or more of the \$3,420,000.00 2022 appraisal shall be deemed reasonable without the necessity of any agreement or consent of Carl Henry Brunsting and/or Carole Ann Brunsting, and without the necessity of Court approval. If Court approval is required because of the Preliminary Injunction or a similar order of the Court that currently exists in the -401 Lawsuit, then the Remaining Beneficiaries shall submit to the Court an agreed motion and order approving the sale as provided by this paragraph. If the sale price is less than ninety-five percent (95%), then either Carl Henry Brunsting and/or Carole Ann Brunsting may file an objection with the Court regarding terms of the sale.
- B. In negotiating the sale of the Iowa Farm, the Co-Trustees will determine what portion of the Iowa Farm, if any, can be distributed to Carole Ann Brunsting in lieu of other Trust assets, such as cash, stocks, bonds, and/or mutual funds, such determination to take into consideration any prior distributions, as well as future distributions, to Carole Ann Brunsting.

**6.04. Distributions.**

- A. Reserve Account Pending Curtis Legal Proceedings:
  - 1) Notwithstanding any other provision in this Agreement to the contrary, the Remaining Beneficiaries agree there cannot be a final distribution of Trust Assets until there is a final, nonappealable judgment and/or judgments regarding Curtis in regard to any or all of the Lawsuits, whether state court judgments or federal court judgments, as the case may be, such state and/or federal court judgments collectively referenced herein as the "Final Curtis Judgment," whether one or more. As such, the Co-Trustees shall create and fund a Reserve Account to hold the sum of \$500,000.00, and which sum represents what the Co-Trustees consider necessary to pay for reasonable attorneys' fees, court costs, and expenses of litigation associated with all litigation threatened or pending after the date this Agreement is executed by the Parties, and related in whole or in part to Curtis, such litigation to include, but not be limited to, an appeal of the -401 Lawsuit, and the threat of federal court contempt proceedings related to alleged violations of the Preliminary Injunction; provided further such sum is merely an estimate, is not binding on the Co-Trustees, and does not serve as a guarantee or flat fee, or otherwise serve to limit the Remaining Beneficiaries payment and/or reimbursement obligations to the Co-Trustees relative to any Legal Fees & Expenses associated with obtaining the Final Curtis Judgment.
  - 2) The Reserve Account is in addition to all reasonable attorneys' fees, court costs, and expenses of litigation incurred by the Co-Trustees through the date this Agreement is

executed.

- 3) In the event there remain any funds in the Reserve Account after the passage of two (2) years from the date of the Final Curtis Judgment, then the remainder and residue of the Reserve Account, if any, shall be distributed among the Remaining Beneficiaries share and share alike in equal shares. Whether any of the remainder and residue of the Reserve Account is distributed to Carole Ann Brunsting depends on the Iowa Farm acreage distributed to her.
- 4) Notwithstanding any other provision in this Agreement to the contrary, the sum total of a distribution to each Remaining Beneficiary, whether Liquid Assets, Iowa Farm acreage, or a combination of both, is intended to result in an equal value to each Remaining Beneficiary.
- 5) Should a Remaining Beneficiary die prior to the expiration of the foregoing 2-year period, then the distribution, if any, for the Remaining Beneficiary shall be to his or her Estate.

B. Interim Distributions:

- 1) Prior to the execution of this Agreement, the following persons received the following distributions, such distributions constituting an advance of whatever each Remaining Beneficiary may receive by virtue of this Agreement:
  - a) Carole Ann Brunsting received \$100,000.00.
  - b) Carl Henry Brunsting received \$100,000.00.
  - c) Amy Ruth Brunsting received \$ 30,000.00.
  - d) Anita Kay Brunsting received \$ 30,000.00.
- 2) Prior to the rendition of the Final Curtis Judgment, the Remaining Beneficiaries shall receive the following additional interim distributions:

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| Assumed Net Trust Asset Value:                                      | \$4,400,000.00   |
| Estimated Attorneys' Fees to Date<br>& -401 Lawsuit Reserve:        | \$1,000,000.00   |
| Reserve Account (whether for<br>Appeals or Other Curtis Litigation: | \$ 500,000.00    |
| Assumed Distributions at Trust<br>Termination:                      | \$2,900,000.00   |
| Settlement Reserve (50%):   | (\$1,450,000.00) |
| Current Distribution @ 50%:   | \$1,450,000.00   |

|                                   |   |
|-----------------------------------|---|
| Distribution to Carl Brunsting:   | \$ 290,000.00 - \$100,000.00 = \$190,000.00 |
| Distribution to Carole Brunsting: | \$ 290,000.00 - \$100,000.00 = \$190,000.00 |
| Distribution to Amy Brunsting:    | \$ 290,000.00 - \$ 30,000.00 = \$260,000.00 |
| Distribution to Anita Brunsting:  | \$ 290,000.00 - \$ 30,000.00 = \$260,000.00 |
| Additional Litigation Reserve:    | \$ 290,000.00 - \$ -0- = \$290,000.00       |

- 3) Carole Ann Brunsting desires that in addition to the \$100,000.00 prior distribution that she received that the remainder and residue of her distributions, whether interim or otherwise, be distributed in acreage of the Iowa Farm. Per the 2022 Farm appraisal, the value of the Farm is \$23,689.13 per acre (\$3,420,000.00 / 144.37 acres).
  - a) For purposes of the interim distribution to Carole Ann Brunsting, she will receive -8.02 acres of land (\$290,000.00 interim distribution less \$100,000.00 prior cash distribution = \$190,000.00 interim distribution to be made, divided by \$23,689.13 = 8.02 acres.
  - b) The interim distribution of 8.02 acres land does not represent a final distribution of acreage to Carole Ann Brunsting. The distribution of additional acreage to Carole Ann Brunsting, if any, will be determined prior to each subsequent distribution until there is a final distribution, if any.
  - c) Assuming without admitting that Carole Ann Brunsting's total distribution is valued at \$580,000.00, and the value of interim distributions were \$290,000.00, of which \$100,000.00 was in cash and \$190,000.00 was distributed in the form 8.02 acres, then the remainder of the assumed potential acreage, if any, to Carol Brunsting would be 12.24 acres ( $\$290,000.00 / \$23,689.13 = 12.24$  acres), for a total distribution of acreage being 20.26 acres (8.02 acre interim distribution + 12.24 acre additional distribution) of the Iowa Farm. Whether Carole Brunsting receives any acreage above and beyond the assumed potential 20.26 acres depends on the net available Trust Assets after the entry of the Final Curtis Judgment.
- 4) It is a condition precedent that the following occur before any of the contemplated interim distributions are made:

[TO BE ADDED IN NEXT DRAFT]

#### C. Final Distributions:

It is a condition precedent that the following occur before there is final distribution of the remainder and residue of the Trust Assets, if any, to the respective Remaining Beneficiaries:

- 1) The release of vacatur of the Preliminary Injunction in the -401 Lawsuit.
- 2) The entry of a final judgment in the -401 Lawsuit.

- 3) The entry of the Final Curtis Judgment.
- 4) The execution by a Remaining Beneficiary of a full and final release of all claims and causes of action for the time period from the date this Agreement is executed to the date the distribution is made to the Remaining Beneficiary.

**6.05. Attorneys' Fees, Court Costs, & Expenses of Litigation.**

- A. Unless the context provides otherwise, the term "AC&E" means attorneys' fees, court costs, and expenses of litigation.
- B. Carl Henry Brunsting shall bear all AC&E incurred by him regarding the Lawsuits.
- C. Carole Ann Brunsting shall bear all AC&E incurred by her regarding the Lawsuits. In addition, Carole Ann Brunsting shall bear the cost of fees and expenses associated with a distribution of acreage of the Iowa Farm to her.
- D. All AC&E incurred or to be incurred by the Co-Trustees shall be paid from the Trust Assets.
- E. Amy Ruth Brunsting shall be reimbursed \$\_\_\_\_\_ for AC&E previously paid by her during the course of the Lawsuits.
- F. If Amy Ruth Brunsting needs to be appointed Executrix, then all AC&E incurred by Amy Ruth Brunsting to be appointed or while acting as Executrix shall be paid as incurred from the Trust Assets.
- G. Anita Kay Brunsting shall be reimbursed \$10,000.00 for AC&E previously paid by her during the course of the Lawsuits.
- H. At a hearing on or about March 31, 2022, the Remaining Beneficiaries agreed that as of \_\_\_\_\_, 2022, reasonable attorneys' fees incurred by the Co-Trustees with regard to the Lawsuits was the sum of \$680,000.00. The Remaining Beneficiaries hereby agree that the foregoing sum shall be paid as follows:
  - 1) Within ten (10) days after the Court approves this Agreement, the Co-Trustees shall pay the law firms of Griffin & Matthews ("G&M") and The Mendel Law Firm, L.P. ("MLF") (collectively the Co-Trustees Law Firms") the aggregate sum of \$400,000.00, such sum to be divided pro rata between the two law firms based on their time in the Lawsuits as of \_\_\_\_\_, 2022.
  - 2) In the event Court indicates that its approval is not necessary for this Agreement to be effective, then the payment of the foregoing sum shall occur within ten (10) days from the date the Court makes the foregoing indication.
- I. After the payment of the foregoing \$400,000.00, the Co-Trustees shall pay the Co-Trustees

Law Firms as follows:

- 1) On the first day of each month after the execution of this Agreement, the Co-Trustees Law Firms shall receive the aggregate sum of \$15,000.00, such sum to be divided pro rata between the two law firms based on their time in the Lawsuits.
  - 2) The \$15,000.00 monthly payment to the Co-Trustees Law Firms shall continue until all AC&E for the totality of the Lawsuits is brought current; provided, however, upon the closing and funding of the sale of the Iowa Farm, the balance due the Co-Trustees Law Firms shall be paid in full from first dollars received at the closing, and before any further distributions are made to the Remaining Beneficiaries.
- J. Notwithstanding any other provision in this Agreement to the contrary, all AC&E incurred by either or both Co-Trustees, and related in whole or in part to:
- 1) Administration of the Trust and/or Estate;
  - 2) Any judicial proceedings pending prior to the date this Agreement was signed;
  - 3) Any judicial proceedings pending or initiated after the date this Agreement is signed; and/or
  - 4) Any judicial proceedings pending or initiated on or after the entry of a final judgment in the -401 case;

shall be paid as incurred by the Trust.

## *Article VII* **Notices**

**7.01. Notices.** Notices required or permitted or otherwise given under the terms required or permitted by this Agreement shall be in writing and served as follows: (i) first class mail and certified mail, return receipt requested, postage prepaid, and addressed to the Party to be notified at the appropriate address specified below; (ii) telecopier and certified mail, return receipt requested, postage prepaid, and addressed to the Party to be notified at the appropriate address specified below; (iii) delivery in person to such Party, or by prepaid telegram, addressed to the Party to be notified at the appropriate address specified below; or (iv) delivery by FedEx, UPS, DHL, or any other nationally or regionally recognized courier service, addressed to the Party to be notified at the appropriate address specified below. Notice given by certified mail shall be deemed given and received seven (7) days after mailing, whether or not actually received. Any notice given in any other manner as set forth in this paragraph shall be deemed received upon actual receipt; but shall also be deemed received upon attempted delivery if such delivery is not accepted. **NOTICE BY EMAIL ALONE DOES NOT AND SHALL NOT CONSTITUTE NOTICE IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE.** The persons to whom notice shall be sent are as follows:

A. In the case of Anita Kay Brunsting, Individually, as Successor Trustee of the Brunsting Family Living Trust, Co-Trustee of the Elmer H. Brunsting Decedent's Trust, Co-Trustee of the Nelva E. Brunsting Survivor's Trust, Co-Trustee of the June 2010 QBD Trust, and Co-Trustee of the August 2010 QBD Trust:

1) Anita Kay Brunsting  
801 Bassington Ct.  
Pflugerville, TX 78660

with a copy sent in the same manner at the same time as notice is given to the Party, to:

2) Stephen A. Mendel  
C/O The Mendel Law Firm, L.P.  
1155 Dairy Ashford, Suite 104  
Houston, TX 77079  
O: 281-759-3213  
F: 281-759-3213

B. In the case of Amy Ruth Brunsting, Individually, as Successor Trustee of the Brunsting Family Living Trust, Co-Trustee of the Elmer H. Brunsting Decedent's Trust, Co-Trustee of the Nelva E. Brunsting Survivor's Trust, Co-Trustee of the June 2010 QBD Trust, and Co-Trustee of the August 2010 QBD Trust, and named Executor of the Last Will & Testament of Nelva E. Brunsting.

1) Amy Ruth Brunsting  
2582 Country Ledge  
New Braunfels, TX 78123

with a copy sent in the same manner at the same time as notice is given to Party, to:

2) Neal E. Spielman  
C/O Griffin & Matthews, P.C.  
1155 Dairy Ashford, Suite 300  
Houston, Texas 77079  
O: 281-870-1124  
F: 281-870-1647

C. In the case of Carl Henry Brunsting:

1) Carl Henry Brunsting  
Attn: Drina G. Brunsting, Attorney-in-Fact  
23410 Saxon Way  
Hockley, TX 77447

with a copy sent in the same manner at the same time as notice is given to the Party, to:

2) Bobbie G. Bayless  
Bayless & Stokes  
2931 Ferndale  
Houston, TX 77098  
O: 713-522-2224  
F: 713-522-2218

D. In the case of Carole Ann Brunsting:

Carole Ann Brunsting (Pro Se)  
5822 Jason St.  
Houston, TX 77074  
C: 713-560-6381

**7.02. Change of Address.** If any person covered by this Agreement desires that notice go to another address, then they shall so advise the other parties to this Agreement of such change of address in the manner and to the persons provided by this Article.

## *Article VIII* **Confidentiality**

**8.01. Confidentiality.** The Parties agree that the terms and conditions of this Agreement shall remain confidential; provided, however, any Party covered by this Agreement may provide a copy of this Agreement to their legal, financial, and/or tax advisors, and the Internal Revenue Service. Except as otherwise provided in this paragraph, disclosure of any terms and conditions of this Agreement to any person or entity who is not a Party to this Agreement shall only be made with the prior written consent of all the Parties to this Agreement, or unless compelled or required by law or court order. For purposes of clarity, and absent a court order to the contrary, this Agreement shall never be disclosed to Candace Louise Curtis, Rik Munson, and/or their attorneys, agents, representatives, heirs, legatees, devisees, successors, and/or assigns.

**8.02. Notice of Proceeding to Compel Disclosure.** If any person or entity seeks a court order against any Party to this Agreement that would result in the disclosure of the terms and conditions of this Agreement, then the Party against whom disclosure is sought shall immediately provide the other Parties to this Agreement with written notice of such fact to the persons identified and in manner prescribed in this Agreement. If any Party to this Agreement wishes to assert the existence of this Agreement as a basis for resisting a court order, they may do so, subject to the time parameters set out in the motion, application, or court order. Once a Party gives the written notice required by this paragraph, that Party shall not have any further obligation to inform the other Parties of the status of the motion, application, or court order that originally gave rise to the notice obligations set forth in the first sentence of this paragraph.

[REMAINDER OF PAGE LEFT BLANK]

## *Article IX*

### **General Provisions**

**9.01. No Right of Appeal.** OTHER THAN THE RIGHT TO SEEK ENFORCEMENT OF THIS AGREEMENT, EACH REMAINING BENEFICIARY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES IN FAVOR OF THE OTHER REMAINING BENEFICIARIES ALL RIGHTS OF APPEAL WITH REGARD TO THE LAWSUITS, AND FURTHER AGREES NOT TO SEEK ANY FURTHER RELIEF FROM THE COURT WITH REGARD TO ANY PRIOR ADVERSE RULINGS MADE BY THE COURT AGAINST A REMAINING BENEFICIARY THAT SOUGHT THE PRIOR RELIEF. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE EXECUTOR AND/OR CO-TRUSTEES MAY SEEK ALL RELIEF, WHETHER APPELLATE OR OTHERWISE, AS TO ANY MATTER OR CAUSE THEY DEEM APPROPRIATE, IF THE RELIEF, MATTER, OR CAUSE RELATES IN WHOLE OR IN PART TO CANDICE LOUISE CURTIS AND/OR RIK MUNSON.

**9.02. No Admission of Liability.** Notwithstanding any other provision in this Agreement to the contrary, the consideration for this Agreement is not an admission of liability on the part of any released Party, but is made in compromise of vigorously disputed claims, to buy peace, and to avoid the expense of protracted litigation.

**9.03. Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto relative to the subject matter hereof, and supersedes all prior and contemporaneous oral and/or written negotiations relative to the subject matter hereof. No variation, alteration, modification, amendment, or change of this Agreement shall be binding upon any Party hereto unless set forth in a document duly executed by the Parties. The Parties further agree that they will make no claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character or by any course of dealing. The Parties further warrant and represent that this AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES, OR BY COURSE OF DEALING. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, THIS AGREEMENT DOES NOT TERMINATE THE TRUST NOR THE RIGHTS OF THE CO-TRUSTEES THEREUNDER.

**9.04. Parties Not Influenced to Enter into this Agreement.** Each Party warrants and represents to the other Parties that in making this agreement and in entering into this Agreement, they enter into this Agreement freely, voluntarily, that rely wholly upon their own judgment and knowledge, and affirm that they have not been influenced to any extent by any representation, statement, agreement, or promise to do or omit to do any act or thing that is not mentioned herein. **EACH PARTY FURTHER WARRANTS AND REPRESENTS BY HIS OR HER SIGNATURE BELOW THAT HE OR SHE IS NOT RELYING UPON ANY REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS**

**WRITTEN RELEASE MADE BY AN OPPOSING PARTY OR THEIR REPRESENTATIVES, AS A BASIS OR REASON TO ENTER INTO THIS AGREEMENT, AND THAT EACH PARTY AND/OR THEIR ATTORNEY HAS READ, UNDERSTANDS, AND HAS HAD A SUFFICIENT OPPORTUNITY TO REVIEW THIS AGREEMENT.** Each Party further warrants and represents that their rights and obligations, if any, under this Agreement have been explained to them by their attorneys, if any.

**9.05. Waiver.** No delay, consent, nonenforcement, or waiver, express or implied, by any Party to or of any breach or default of any other Party in the performance of their respective obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of their respective obligations under this Agreement, and the nonperforming Party shall have the right to declare a default at any time and to take such action(s) as may be lawful or authorized hereunder, either at law or in equity. The failure on the part of a performing Party to complain of any act or failure to act of any nonperforming Party or to declare a nonperforming Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the performing Party's rights or remedies under this Agreement.

**9.06. Legal Representation.** Each Party warrants and represents to the other Parties that they have not received any legal, financial, or other kind of advice from any other Released Party, the attorney for any or all Released Parties, or any other person or entity who represents or advises any Released Party, in connection with the advisability or nonadvisability of entering into this Agreement. The Released Parties warrant and represent that they freely and voluntarily chose their respective counsel to represent them in this matter. Carole Brunsting chose not to confer with an attorney regarding this matter. Carole Brunsting warrants and represents that she knowingly and voluntarily waived her right to counsel regarding this matter.

**9.07. No Assignment or Subrogation of Claims.** The Released Parties represent and warrant that they have not assigned, hypothecated, pledged, nor subrogated their causes of action, if any, and that they are the proper Parties to: (a) assert the claims that they made or could have made against each other; and (b) make and enter into this Agreement.

**9.08. Successors & Assigns.** This Agreement shall be binding upon and inure for the benefit of the Parties hereto and their respective heirs, devisees, legatees, executors, administrators, personal representatives, successors, successor trustees, assigns, officers, directors, shareholders, members, managers, partners (general and limited), joint venturers, agents, servants, and employees.

**9.09. No Third-Party Beneficiaries.** This Agreement is for the exclusive benefit of the Parties to this Agreement and shall not be construed as having been made or entered into for the benefit of any third party. Nor shall this Agreement be considered as entered into for the benefit of Candace Louise Curtis.

**9.10. Modifications Must Be In Writing.** This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by the Parties and/or their authorized representatives. Each Party agrees that they will make no claim

at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character or by course of dealing.

**9.11. Severability.** If it is judicially determined that any provision of this Agreement is invalid, unlawful, or unenforceable, the Parties agree that a court of competent jurisdiction may modify this Agreement to the extent necessary to give effect to the intent of the Parties as expressed herein, so that such provision becomes valid, lawful, and enforceable. However, if the court cannot modify such invalid, unlawful, or unenforceable provision so as to make it valid, lawful, and enforceable, then such invalid, unlawful, and unenforceable provision shall not invalidate the whole of this Agreement, but rather, the Release shall be construed as if it did not contain the provision held invalid, unlawful, or unenforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties agree that this Agreement shall be enforced to the fullest extent permitted by law.

**9.12. Supplementary Documents & Subsequent Cooperation.** The Parties agree to fully cooperate with each other and promptly execute any and all deeds, consents, affidavits, notices, assignments, instruments, and/or documents (hereinafter collectively referred to as the "Supplementary Documents"), and to take all additional or further actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement. Absent an act of God (*e.g.*, hurricanes, tornadoes, etc.), pandemic, war, and/or terrorism, each Party further agrees to execute such Supplementary Documents within ten (10) days of a written request as to same.

**9.13. Multiple Counterparts.** This Agreement may be executed in multiple counterparts and, as executed, shall constitute one agreement, notwithstanding that the Released Parties are not signatories to the same original document.

**9.14. Fax/Electronic Copies.** For the purpose of negotiating and finalizing this Agreement, all signed documents transmitted by a fax machine or email shall be treated in all manner and respects as an original document. The fax or electronic signature of any Party shall be considered as an original signature. Any signed fax or electronic document shall be considered to have the same binding legal effect as the original signed document. Any Party may request that a fax or electronic document be re-executed as an original document and in its original form, and the Parties to whom the request is made shall do so within ten (10) days of the request. The Parties agree that none of them shall raise the use of a fax machine or a fax or electronic signature as a defense to this Agreement and forever waive such defense.

**9.15. Imaging of Documents.** The Parties agree that this Agreement and all other documents related to this Agreement sent by or received from any Party to this Agreement may be electronically imaged in a "PDF" or similar format; and that the original of this Agreement and any related documents may be destroyed; and that each Party to this Agreement, therefore, forever waives any right that they may have to a claim that the imaged copies are not originals; provided, however, the waiver of such defense shall not constitute a waiver of any right of any Party to contend and prove that a document was electronically amended or modified without the consent of all the Parties to this Agreement.

**9.16. Release Mutually Negotiated.** The terms and conditions of this Agreement were mutually negotiated, and this entire Release shall be considered as jointly drafted by the Parties.

**9.17. Governing Law.** This Agreement shall be construed and enforced in law or equity, and without regard to any conflict of law, whether domestic or foreign, pursuant to the laws of the State of Texas, with venue in Probate Court No. 4 of Harris County, Texas, and if such court is not available, then in a court of competent jurisdiction in Harris County, Texas, and not elsewhere; provided, however, Iowa law shall govern matters related to the Iowa Farm, even if venue is in Harris County, Texas. The enforceability of this Agreement includes the Iowa Farm and any other assets that may be outside the State of Texas.

**9.18. Definitions.** The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. All sections, subsections, schedules, and exhibit references are to this Agreement unless otherwise specified.

**9.19. Gender & Number.** All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender include all other genders. The singular includes the plural and vice versa.

**9.20. Headings & Captions.** The headings of the paragraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

**9.21. Effective Date.** This Agreement shall become effective as of the date of the last Party to execute this Agreement.

**9.22. Time.** Time is of the essence.

[SIGNATURES ON FOLLOWING PAGES]

CARL HENRY BRUNSTING:

\_\_\_\_\_  
Carl Henry Brunsting, Individually, by &  
through his attorney-in-fact, Drina G.  
Brunsting, under that one certain Statutory  
Durable Power of Attorney, dated February  
12, 2015

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

On this \_\_\_\_\_, 2023, before me, the undersigned authority, personally appeared Drina G. Brunsting, in her capacity as attorney-in-fact for Carl Henry Brunsting, under that one certain Statutory Durable Power of Attorney, dated February 12, 2015, known or proven to me to be the person subscribing to the foregoing Confidential Settlement Agreement & Mutual Release ("Release"), and after being duly sworn she stated that: (1) she is competent to execute this Agreement for the purposes and consideration and in the capacity(ies) set forth therein; (2) the execution thereof was voluntary, done of her own free will and accord and as the act and deed of Carl Henry Brunsting; (3) such execution was not procured by persuasion, undue influence, or duress of any person whatsoever; and (4) she understands the effect of this Agreement and does not wish to retract her execution thereof.

\_\_\_\_\_  
Notary Public In & For  
The State of Texas

CAROLE ANN BRUNSTING:

\_\_\_\_\_  
Carole Ann Brunsting, Individually

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

On this \_\_\_\_\_, 2023, before me, the undersigned authority, personally appeared Carole Ann Brunsting, known or proven to me to be the person subscribing to the foregoing Confidential Settlement Agreement & Mutual Release ("Release"), and after being duly sworn she stated that: (1) she is competent to execute this Agreement for herself and for the purposes and consideration and in the capacity(ies) set forth therein; (2) the execution thereof was voluntary, done of her own free will and accord; (3) such execution was not procured by persuasion, undue influence, or duress of any person whatsoever; and (4) she understands the effect of this Agreement and does not wish to retract her execution thereof.

\_\_\_\_\_  
Notary Public In & For  
The State of Texas

AMY RUTH BRUNSTING:

Amy Ruth Brunsting, Individually, as Successor Trustee of the Brunsting Family Living Trust, Co-Trustee of the Elmer H. Brunsting Decedent's Trust, Co-Trustee of the Nelva E. Brunsting Survivor's Trust, Co-Trustee of the June 2010 QBD Trust, and Co-Trustee of the August 2010 QBD Trust, & Named Executor of the Last Will & Testament of Nelva E. Brunsting

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

On this \_\_\_\_\_, 2023, before me, the undersigned authority, personally appeared Amy Ruth Brunsting, known or proven to me to be the person subscribing to the foregoing Confidential Settlement Agreement & Mutual Release ("Release"), and after being duly sworn she stated that: (1) she is competent to execute this Agreement for herself and for the purposes and consideration and in the capacity(ies) set forth therein; (2) the execution thereof was voluntary, done of her own free will and accord; (3) such execution was not procured by persuasion, undue influence, or duress of any person whatsoever; and (4) she understands the effect of this Agreement and does not wish to retract her execution thereof.

\_\_\_\_\_  
Notary Public In & For  
The State of Texas

ANITA KAY. BRUNSTING:

---

Anita K. Brunsting, Individually, as Successor Trustee of the Brunsting Family Living Trust, Co-Trustee of the Elmer H. Brunsting Decedent's Trust, Co-Trustee of the Nelva E. Brunsting Survivor's Trust, Co-Trustee of the June 2010 QBD Trust, and Co-Trustee of the August 2010 QBD Trust

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF COMAL    §

On this \_\_\_\_\_, 2023, before me, the undersigned authority, personally appeared Anita Kay Brunsting, known or proven to me to be the person subscribing to the foregoing Confidential Settlement Agreement & Mutual Release ("Release"), and after being duly sworn she stated that: (1) she is competent to execute this Agreement for herself and for the purposes and consideration and in the capacity(ies) set forth therein; (2) the execution thereof was voluntary, done of her own free will and accord; (3) such execution was not procured by persuasion, undue influence, or duress of any person whatsoever; and (4) she understands the effect of this Agreement and does not wish to retract her execution thereof.

---

Notary Public In & For  
The State of Texas