

Exhibit F

STATE OF TEXAS

COUNTY OF

SECTION 5

SETTLEMENT AGREEMENT

Whereas is the mother of

and

Whereas, on or about filed an Application for Appointment of Guardian of the Person and Estate ("Application") with Full Authority in Cause No.

, Guardianship of , At. Alleged Incapacitated Person, Probate Court

, Texas, Sitting in Matters Probate; and

Whereas on or about filed a Plaintiff's Original Petition for Instruction under the Texas Trust Code, Petition for Declaratory Judgment, and Application to Close Investigation and Discharge Attorney Ad Litem ("Petition"); and

Whereas on or about filed Original Answers ("Answers"); and

Whereas on Individually and as agent for pursuant to a Durable Power of Attorney dated as Trustee of the dated as fully restored , as Trustee of the Trust for Descendants dated and as general partner of the Limited Partnership Agreement dated

and , Guardian Ad Litem participated in a mediation resulting in a Memorandum of Agreement, a true and correct copy of which is attached hereto and designated Exhibit "A" and the Parties intend that this Settlement Agreement implement the terms of the Memorandum of Agreement; and

Whereas bona fide disputes and controversies exist between the Parties and by reason of such disputes and controversies the Parties desire to compromise and settle all claims and causes of action of any kind whatsoever they have or may have, known or unknown, now or in the future arising out of this litigation; and

Whereas, the Parties intend that the full terms and conditions of their compromise and settlement are set forth in this Agreement:

Now, therefore, in consideration of the mutual promises and agreements herein contained, including the above recitals set forth above, the Parties agree as follows:

1. The Parties will request that Probate Court dismiss with prejudice the litigation now pending in \_\_\_\_\_ agree to not again raise or cooperate in seeking a guardianship over a \_\_\_\_\_ any other person. (Mediation Agreement, Item 6) \_\_\_\_\_ stipulate to the validity of estate planning documents referred to above. (Mediation Agreement, Item 8) \_\_\_\_\_ relinquish all rights, if any, to \_\_\_\_\_ estate planning documents referred to above in the future. (Mediation Agreement, Item 10)

2. \_\_\_\_\_, Guardian Ad Litem will request discharge and will not seek any further action regarding guardianship of \_\_\_\_\_ unless reappointed by the Probate Court in the future. (Mediation Agreement, Item 13) \_\_\_\_\_ Guardian Ad Litem reserves the right to review and object to any health care agent other than \_\_\_\_\_ . (Mediation Agreement, Item 14)

3. As soon as practical after the funding of the sale of \_\_\_\_\_ ' homestead locally known as \_\_\_\_\_ as Trustee of the \_\_\_\_\_ dated \_\_\_\_\_ and restated \_\_\_\_\_ referred above will cause the following distributions:

- (a)
- (b)
- (c)

\_\_\_\_\_ , under the terms and conditions provided herein. (Mediation Agreement, Item 2)

4. At the death of \_\_\_\_\_ the fiduciary of any of \_\_\_\_\_ estate planning documents referred to above shall promptly execute the terms of those estate planning documents which take effect at \_\_\_\_\_ death, including but not limited to prompt distribution of any specific bequests to any of \_\_\_\_\_ family such as the \_\_\_\_\_ each specific bequests to \_\_\_\_\_ and the specific bequests of the \_\_\_\_\_

5. and their  
 Descendants - The Parties agree that shall serve as the initial Trustee of this Trust. (Mediation Agreement, Item 3) During life the Trustee shall invest the corpus in U.S. Treasury securities and similar investments. At least quarterly the Trustee shall distribute 1/4 of the net income to as restated All undistributed income shall accumulate until the death of If other assets (including but not limited to the Trust dated

are reduced to less than which the Parties do not anticipate, then the

shall each pay 1/2 of the expenses for health, maintenance, and support until death. (Mediation Agreement, Item 4) As soon as practical after the death of the Trustee shall distribute the remaining trust estate as follows:

- (a)
  - (b)
- (Mediation Agreement, Item 2)

6. Accounting - The fiduciaries of the

will exchange accountings at least annually. (Mediation Agreement, Item 15)

7. The Parties acknowledge that has reviewed all of the estate planning documents referred to above and gift tax returns for and is satisfied under Item 2, 6, 8, and 12 of the Memorandum of Agreement that the is not liable for any additional federal estate taxes because of the funding of that Trust. Therefore the

Parties agree that the

shall not be liable for any estate taxes at death. Therefore the  
fiduciaries of the Trust dated

shall indemnify and hold harmless Trustee of the

from all federal estate and Texas Inheritance Taxes incurred because of the  
death of

8. The Parties agree that a procedure should be implemented so that everyone in  
family can visit with on a regular basis either at  
another location acceptable to treating physician. To reach this  
objective, the Parties agree that will hire a consulting physician and notify the  
guardian ad litem of the consulting physician's name and telephone number. The guardian ad litem  
will then notify the staff of so that consulting  
physician can examine will authorize to  
speak freely with the consulting physician regarding condition, treatment plan,  
medication, etc. If still have any unanswered questions regarding  
condition, treatment plan, medication, etc. then the guardian ad litem will arrange a meeting  
with so that can ask any other questions about  
condition, treatment plan, medication, etc. The guardian ad litem and the attorney ad litem will  
attend that meeting.

9. The Parties release, acquit, and forever discharge each other, their agents, servants,  
attorneys, and employees, and all persons natural or corporate, in privity with them, from any and  
all claims or causes of action of any kind whatsoever, at common law, statutory, or otherwise, which  
either of them has or might have against the other, known or unknown, now existing or that might  
arise hereafter, directly or indirectly attributable to estate planning documents  
referred to above and the litigation now pending in Cause No

, An Alleged Incapacitated Person, Probate Court No. \_\_\_\_\_, Sitting in  
Matters Probate.

10. All taxable court costs and the fees of the attorney ad litem and guardian ad litem shall be paid out of the assets of \_\_\_\_\_ otherwise the Parties shall be responsible for their own litigation expenses.

11. This Settlement Agreement is contingent upon approval by Probate Court  
Sitting in Matters Probate.

12. This agreement compromises doubtful and disputed claims, and nothing contained herein shall be construed as an admission of liability by or on behalf of any Party, all such liability being expressly denied by each Party.

13. If any future litigation is instituted or defended by any Party other than the attorney ad litem and the guardian ad litem to enforce this agreement, the losing Party is obligated to pay the reasonable attorney's fees and litigation expenses incurred by the prevailing Party, and the prevailing Party's attorneys, before, during, and after suit, trial, proceedings, and appeals, as well as any and all attorney's fees and litigation expenses incurred in appearances in or connected with any bankruptcy, receivership, probate, or similar proceeding except for the probate of the Last Will and Testament of \_\_\_\_\_

14. The Parties shall execute such other documents as are necessary to implement the terms of this agreement and provide for a prompt settlement of this litigation.

15. This agreement shall be binding upon and inure to the benefit of the Parties and their respective agents, attorneys, respective heirs, representatives, successors, and assigns.

16. This agreement contains the entire agreement among the Parties and supersedes any and all prior agreements, arrangements, or understandings among the Parties relating to estate planning documents referred to above and the litigation now pending in Cause No. \_\_\_\_\_

An Alleged Incapacitated Person, Probate Court  
\_\_\_\_\_, Sitting in Matters Probate.

17. No waiver of any of the terms of this agreement shall be valid unless in writing and signed by all Parties. No waiver or default of any term of this agreement shall be deemed a waiver of any subsequent breach or default of a similar nature.

18. This agreement has been prepared by the joint efforts of the respective attorneys for the Parties, the Guardian Ad Litem and the Attorney ad Litem.

19. If any provision of this agreement is or may be held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

20. All notices given under this agreement shall be in writing and made by personal delivery or registered or certified mail, return receipt requested to the addresses listed herein. Each Party may change his or her address for notice by giving notice of the change in accordance with the provisions of this paragraph.

21. The Parties agree that this agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of Texas and that venue shall be in County, Texas.

22. The Parties agree that this agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

DATE: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF            §

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ by \_\_\_\_\_, Individually and Pro Se.

~~Notary Public, State of Texas~~

\_\_\_\_\_  
Printed Name, Seal, Commission Expires



MEMORANDUM OF AGREEMENT  
PAGE 2

Signed this the \_\_\_\_\_ day of

ATTY FOR \_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant's ATTORNEY

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant

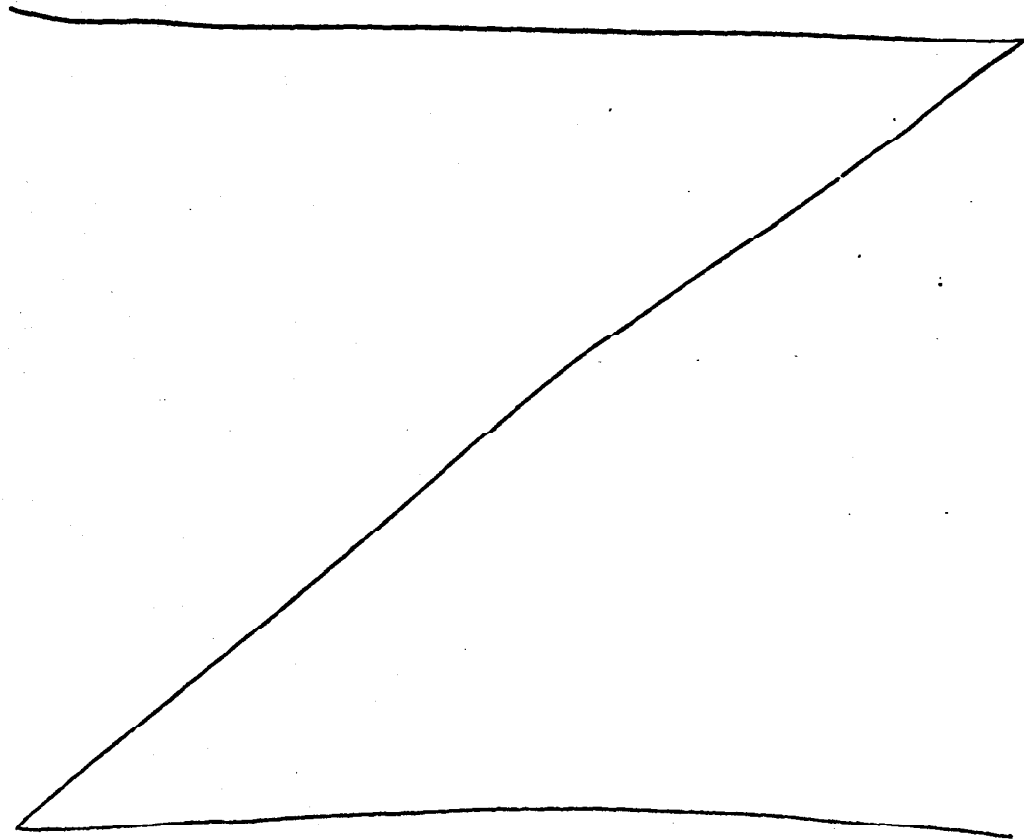




administration, management, distribution, or investment of any and all assets, claims or liabilities of the Estate of \_\_\_\_\_ or passing as a result of the death of \_\_\_\_\_, whether under \_\_\_\_\_ Will or outside of \_\_\_\_\_ Will, any and all claims or liabilities of \_\_\_\_\_ incurred during \_\_\_\_\_ lifetime and any and all actions or omissions relating thereto; (ii) relating to \_\_\_\_\_ or arising out of the administration, management, distribution, or investment of any and all assets, claims or liabilities of the Estate of \_\_\_\_\_ (herein \_\_\_\_\_) or passing as a result of the death of \_\_\_\_\_ whether under \_\_\_\_\_ Will or outside \_\_\_\_\_ Will, any and all claims and liabilities incurred by \_\_\_\_\_ during \_\_\_\_\_ lifetime and any and all actions or omissions relating thereto; (iii) relating to \_\_\_\_\_ or arising out of any and all transactions or dealings with \_\_\_\_\_ and any and all actions or omissions with respect to \_\_\_\_\_ or \_\_\_\_\_ and the assets, claims or liabilities of either of them; and (iv) relating to or arising out of any and all transactions or dealings with \_\_\_\_\_ and any and all actions or omissions between: (a) \_\_\_\_\_ as distributee of the Estate of \_\_\_\_\_ and as a recipient of any asset passing as the result of the death of \_\_\_\_\_ whether under their Wills or outside of their Wills, or as co-trustee of the testamentary trust created under the Last Will of \_\_\_\_\_ (b) \_\_\_\_\_ as co-trustee of the testamentary trust created under the Last Will of \_\_\_\_\_ (c) \_\_\_\_\_ as Temporary Administrator or Administrator of the Estate of \_\_\_\_\_ (d) \_\_\_\_\_ and (d) \_\_\_\_\_ arising after \_\_\_\_\_

and prior to As used  
herein, the reference to any party or institution shall  
expressly include each and every director, officer,  
employee, agent, successor, predecessor, and assign of same.  
It is the intention of the parties hereto that each covenant  
and release contained herein is mutual and any ambiguity  
shall be resolved in favor of such mutuality.

This Agreement is subject to and conditioned on the  
fulfillment by the respective parties of their obligations  
and duties as agreed in the "Agreed Order Approving Account  
for Final Settlement and Authorizing Distribution of  
Estate", signed by the parties on this date .



MEMORANDUM OF AGREEMENT

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Signed this the . day of

\_\_\_\_\_  
, Individually and as  
Administrator of the Estate of

\_\_\_\_\_  
Individually  
and as Co-Trustee of  
the Testamentary Trust under the  
Last Will of

\_\_\_\_\_  
, as Co-Trustee of the  
Testamentary Trust under the Last  
Will of

\_\_\_\_\_  
As Counsel for  
, Individually  
and for Co-Trustees,  
\_\_\_\_\_