

Exhibit I

THE STATE OF TEXAS)
 §
COUNTY §

COMPROMISE AND SETTLEMENT AGREEMENT

AGREEMENT entered into by and between the following persons acting in the following capacities:

- 1. , acting individually ();
2. acting individually and as the applicant for appointment of Temporary and Permanent Guardian of the Estate of (" ");
3. , acting as the person designated to serve as the Guardian of the Estate of a Guardianship Declaration executed by ();
4. , acting in the capacity of Attorney Ad Litem for ();
5. , acting on behalf of attorneys for , and as Attorney Ad Litem for ();
6. , acting on behalf of attorneys for
7. acting on behalf of attorneys for -);
8. acting as attorney for ();
9. , acting on behalf of , attorneys for ();

- a. Cause No. _____
Texas. This action involves the
(_____) Interpleader action (the "Interpleader Action");

- b. Cause No _____
Texas. This action involves _____ tortious interference
action against _____

- c. Cause No. _____ County,
Texas (the "Guardianship Action"). This action involves
application for the appointment of a Temporary and Permanent
Guardian of the _____ contest of such
application and the adverse probate action of _____ as the
person designated as Guardian of the Estate of _____
pursuant to a Declaration of Guardianship.

(all such claims and causes of action are sometimes hereinafter collectively referred to as the "Disputed Claims").

- 2. The Parties understand and agree that the Disputed Claims and all other claims (either known or unknown) that could be asserted between them are in dispute and have therefore agreed to settle such disputes (and all possible future disputes involving any of the acts and omissions that have occurred prior to the effective date of this Agreement) in the form of this Agreement, to avoid litigation between them and to buy peace.

It is understood and agreed that the Parties are not hereby settling any claims or causes of action against

3. In entering into this Agreement each Party understands that each of the other Parties has denied and continues to deny that there is any basis in law or in fact to support any of the Disputed Claims and that nothing in this Agreement in any way constitutes an admission by any Party.

II.

THE AGREEMENT

NOW THEREFORE, in consideration of the consideration set forth hereinafter, the premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by each and every Party, the Parties do hereby agree to implement their settlement and to agree as follows:

1. Guardian Ad Litem to Execute the Agreement: On or before the expiration of ten (10) days after the effective date of this Agreement shall apply to the Probate Court Texas (the "Probate Court") for: (a) approval of this Agreement, and (b) for appointment of as guardian ad litem (the "First Guardian Ad Litem") for with authority to bind to the terms of this Agreement. All Parties agree to set this Application for hearing as soon as is reasonably possible and to use their best efforts to cause the Judge of the Probate Court to approve both the Application

and this Agreement. The First Guardian Ad Litem shall execute this Agreement immediately after appointment.

2. **Guardianship:** As soon as is reasonably possible after the Court approves this Agreement all Parties shall set a hearing before the Probate Court for the purpose of obtaining the appointment of a guardian of the estate for and the creation of a Management Trust pursuant to Tex. Prob. Code Ann. §867 - §873. With respect to such guardianship and the Management Trust the Parties agree as follows:

- a. **The Type of Guardianship:** The guardianship shall not be a full guardianship of the estate. The guardian shall have limited power and authority pursuant to Tex. Prob. Code Ann. § 602 and as provided in this Agreement. shall retain and have the power and authority as provided in this Agreement.

The Order creating the guardianship shall contain the following language:

The court finds that because of a physical or mental condition (the "Ward") is substantially unable to manage his financial affairs only as they relate to the property more particularly described in Exhibit A, attached hereto and specifically incorporated by reference herein (the "Guardianship Estate"). This Court hereby creates a guardianship giving the limited power and authority over the Ward in the manner that this Court has designed to

encourage the development and maintenance of maximum self-reliance and independence in the Ward.

This Court appoints _____ (the "Guardian") as guardian of the estate of _____ with the limited powers set forth in this Order. The Guardian is relieved of the duty to diversify investments. The Guardian is entitled to the following powers but only with respect to the Guardianship Estate as such term is defined in this Order:

1. the power to possess and manage the Guardianship estate,
2. the power to collect all debts, rentals, or claims that are due the Ward from the Guardianship Estate,
3. the power to enforce all obligations in favor of the Ward that relate to the Guardianship Estate,
4. the power to bring and defend suits by or against the Ward that relate to the Guardianship Estate.

The Court further finds that the Ward retains and has the capacity and the power to manage, control, and dispose of all of the remainder of _____ property (including the property more particularly described on Exhibit B attached hereto and specifically incorporated by reference herein), other than the

Guardianship Estate, with full legal capacity and to exercise all other rights, privileges and powers of a person with full legal capacity; provided, however, that the Ward shall not have the capacity to enter into any contract or agreement which in any way relates to or obligates the Guardianship Estate. Without limiting the generality of the foregoing, the Ward shall not retain or have the capacity to transfer, obligate, encumber, hypothecate, control, invest, reinvest, sell or otherwise dispose of the Guardianship Estate otherwise than as specifically provided in this Order. Except, however, the Ward shall retain and have the full and exclusive power to manage, control and dispose of the net income and special principal distributions from the Guardianship Estate. Notwithstanding anything to the contrary in this Order, no person, firm or corporation contracting with or dealing in any other way with the Ward, shall be entitled to directly or indirectly enforce any legal obligation incurred by the Ward against the principal or undistributed income of the Guardianship Estate.

3. The Guardian of the Estate: shall, with the advice of attorney at litem select a Guardian from one of the following banks in

The selection of Guardian shall be made in writing to all of

the Parties on or before ten (10) days after the Court approves this Agreement. No attorney representing any of the Parties, other than _____ shall have any contact with any of such banks or shall participate in the process of interviewing such banks. The Parties agree that no person or law firm representing a Party to this Agreement shall ever represent the Guardian in the administration of the Guardianship Estate.

4. **The Guardianship Estate:** The Guardianship Estate shall consist of the property more particularly described in Exhibit 1, attached hereto and specifically incorporated by reference herein. The property listed on Exhibit 1 shall be the same property listed on Exhibit A to the Order described in paragraph 2a. above.

5. **The Trust:** The Guardian shall create a Management Trust pursuant to Tex. Prob. Code Ann. §867 - §873 (the "Management Trust"). The entire Guardianship Estate shall be contributed to the trust estate of the Management Trust. The Guardian shall be the Trustee of the Management Trust. The Parties agree that no person or law firm representing a Party to this Agreement shall ever represent the trustee in the administration of the trust estate of the Management Trust. The terms of the Management Trust shall contain the following special provisions:
 - a. The entire net income of the trust, less a reserve for estimated income tax liability incident to such income,

shall be distributed to _____ monthly, beginning thirty days after the funding of the trust.

- b. The estimated payments for income tax liability shall be paid directly to the Internal Revenue Service on _____ behalf by the trustee. The trustee shall periodically provide (or his financial advisors) with information regarding the amount of such payments and shall always pay such payments to the Internal Revenue Service (unless otherwise instructed by a certified public accountant acting on _____ behalf in which case the trustee shall retain such payments pending further written instructions regarding the application of such payments to the Internal Revenue Service from such accountant) on or before the due date of such estimated payments. If the application of such estimated payments results in an overpayment of _____ income taxes then shall be entitled to the management, control and disposition of the entire refund including any interest on such overpayment;

- c. The corpus of the trust may be distributed, in the discretion of the Trustee, and pursuant to a facilities of payments clause, for medical, dental, mental health, or psychological treatment for

Any additional distributions of corpus, other than specifically provided for in this Agreement with respect to the Special Distributions (as such term is hereinafter defined in this Agreement), shall be made only with the approval of the judge of the Probate Court.

- d. The trustee shall distribute to _____ the Special Distributions in accordance with the terms of this Agreement.
- e. The trustee shall provide quarterly reports of trust activities and asset values to _____
6. **Special Distributions:** On or before the 31st day of January of each calendar year beginning in _____, the Guardian (or, if applicable, the trustee of the Management Trust) shall compute the fair market value of the Guardianship Estate as of December 31 of the preceding year. The valuation process shall be the same as used to value assets on a United States Estate Tax return except that the trustee shall not make any special appraisal of trust assets. On or before January 31 of each year the Guardian shall inform _____ in writing of both (1) the value of the Guardianship Estate on December 31 of the preceding year (the "Current Year"), and (2) the value of the Guardianship estate on December 31 of the year prior to the preceding year in which the Guardianship Estate had the highest value (the "Base Year"). In each year in which the value of the Guardianship Estate in the Current Year exceeds the value of the Guardianship Estate in the Base Year, _____ shall be entitled to a special distribution of corpus from the Guardianship Estate (the "Special Distribution"). The Special Distribution shall be equal in amount to one-half of the difference between the value of the Guardianship Estate in the Current Year and the value of the Guardianship Estate in the Base Year. The Special Distribution shall be paid to _____ in cash or in kind, or partly in cash and partly in kind, at the direction of _____ If it is

necessary to liquidate assets in order to fund the Special Distribution, then the amount of the Special Distribution shall be reduced by the amount of income or capital gains tax attributable to the Special Distribution and the amount of such tax shall be added to the tax reserve maintained by the trustee of the Management Trust and administered and distributed as provided in this Agreement. The Special Distribution shall be paid to _____ at any time during such calendar year, prior to December 31 of such year, that requests in writing. The remaining one-half of such difference shall continue to be administered as a part of the Guardianship Estate.

7. Property To Be Administered By _____: The Parties agree that _____ shall retain and have the exclusive management, control, and disposition of the property more particularly described in Exhibit 2 attached hereto and specifically incorporated by reference herein. The property listed on Exhibit 2 shall be the same property listed on Exhibit B to the Order described in paragraph 2a. above. Notwithstanding anything to the contrary in this Agreement, the Parties agree that

_____ on the effective date of this Agreement shall be excluded from the Guardianship Estate and shall remain under the exclusive management, control and disposition of _____

The Parties further agree that on _____ shall be distributed from the Guardianship Estate

_____ on the date of distribution.

8. **Transfer Of Proceedings:** Upon creation of the guardianship, the Third Guardian Ad Litem shall apply to the Probate Court to transfer the Interpleader Action to the Probate Court pursuant to Tex. Prob. Code Ann. § 608. All Parties agree to set this Motion for hearing as soon as is reasonably possible and to use their best efforts to cause the Judge of the Probate Court to approve the Motion and to transfer the Interpleader Action to the Probate Court.
9. **Dismissal of Causes of Action:** The Parties agree that all causes of action currently pending in any jurisdiction in the world in which any Party (or its attorneys) is asserting any cause of action or claim against any other Party or against _____ siblings, or any of such person's attorneys, agents or employees shall be dismissed with prejudice within ten (10) days of approval of this Agreement by the Probate Court. This provision shall not apply to any pending guardianship application presently pending in the Probate Court, but all Parties agree that any and all guardianship proceedings in any way involving _____ shall be prosecuted only in accordance with the terms of this Agreement. Notwithstanding anything to the contrary in this paragraph, no Party is agreeing to dismiss any claim or cause of action against _____ in the Interpleader Action and any related cause.
10. **Attorneys' Fees:** The Parties agree that _____ shall, at any time subsequent to the effective date of this Agreement, apply to the Probate Court to be appointed guardian ad litem for _____ (the "Second Guardian Ad Litem"). The Parties agree to use their best

efforts to obtain _____'s appointment as the Second Guardian Ad Litem. The Parties further agree that _____ acting in the capacity of the Second Guardian Ad Litem, shall pay the outstanding unpaid attorneys' fees and litigation expenses of all attorneys who have represented

and all court costs incident to any of the Disputed Claims from property that would otherwise be a part of the Guardianship Estate pursuant to the terms of this Agreement. The Parties agree that they will use their best efforts to cause these attorneys' fees, litigation expenses and costs to be paid out of the property subject to the Interpleader Action. The Parties recognize that it will be necessary to sell securities to generate the liquidity necessary to pay such attorneys' fees, litigation expenses and costs. Consequently, the Parties agree that the Second Guardian Ad Litem shall have the authority to sell securities belonging to _____ in an amount necessary to generate the liquidity to pay such attorneys' fees, litigation expenses and costs and to pay such tax liability. The Parties agree that the Second Guardian Ad Litem shall have the power and authority to sell such securities and to pay such legal fees, litigation expenses, costs and taxes and, to the greatest extent legally possible, without the approval of any court (except, however, court approval shall be required for the fees and expenses of _____ the attorneys ad litem). If any attorney has been paid any retainer that exceeds the amount of his or her outstanding legal fees and litigation expenses, then the amount of any such excess retainer shall be immediately be paid to the Second Guardian Ad Litem to fund the payment of other attorneys' fees, costs, or taxes pursuant to this Agreement.

The Parties agree that neither _____ nor the Guardianship Estate shall have any liability whatsoever for the payment of any legal fees or litigation expenses incurred by attorneys representing _____

11. **Special Causes of Action:** The Parties agree that any and all causes of action that _____ may have, from the beginning of time until the effective date of this Agreement, against _____ any member of _____ family, _____ or any attorney who has represented _____ shall not be part of the Guardianship Estate. _____ shall have the exclusive management, control and disposition of any and all such causes of action.

12. **Rights and Obligations With and Causes of Action Against _____ :**
 The Parties agree that any and all rights and obligations with and causes of action that _____ may have, from the beginning of time until the effective date of this Agreement, with or against _____ (including, but not limited to, the Interpleader Action) shall be a part of the Guardianship Estate and shall be prosecuted, negotiated, consummated, defended, abandoned, or compromised only by a Guardian Ad Litem to be appointed by the Probate Court (the "Third Guardian Ad Litem"). The Third Guardian Ad Litem is authorized, upon further application to the Probate Court (and upon a determination of the Probate Court that the payment of such sums is in the best interest of the Ward) to consume a portion of the principal of the Guardianship Estate to pay or settle any indebtedness to _____ incurred by the Ward or incurred by _____

and for which _____ is or may be obligated prior to the effective date of this Agreement, or incurred by the Third Guardian Ad Litem on behalf of the Ward. The Third Guardian Ad Litem shall be authorized to enter into new contracts (upon court approval) with _____ which relate to any original obligation owed or potentially owed by the Ward. Such obligations will be payable by the Third Guardian Ad Litem from the Guardianship Estate. The Parties agree to use their best efforts to have _____ appointed as the Third Guardian Ad Litem. The Third Guardian Ad Litem may consult with any attorney who has represented a party to this Agreement regarding any such possible causes of action, but the Third Guardian Ad Litem may not retain any such attorney to represent him in connection with any such cause of action. The attorneys' fees and litigation expenses of the Third Guardian Ad Litem shall be paid from the Guardianship Estate.

All Parties agree that neither _____ nor any law firm or attorney representing any Party will in any way cooperate or assist _____ in asserting any claim or cause of action against _____ (or any attorney representing either _____) for any costs, attorney's fees or damages in any way arising out of the Interpleader Action. Nothing in this Paragraph shall prevent any Party from complying with any Court Order or the Texas Rules of Civil Procedure relating to the Interpleader Action.

13. Release Provisions:

- a. Except as provided in paragraph c. hereunder,
- jointly and
- severally for themselves and for their agents, attorneys, representatives, partners, predecessors, successors, assigns, heirs, devisees, legatees, executors, trustees, guardians and administrators do hereby release, acquit and forever discharge
- and
- and each of their employees, agents, attorneys, representatives, partners, predecessors, successors, assigns, heirs, devisees, legatees, executors, trustees, guardians and administrators from any and all claims, demands, damages, debts, obligations, duties, actions, causes of action, choses of actions, liabilities, lawsuits, of any kind or character, known or unknown, choate or inchoate, whether arising out of or under a contract, tort, statute, common law, equity or a combination thereof, from the beginning of time to the effective date of this Agreement including, but not limited to, any cause of action directly or indirectly related to the Disputed Claims.
- b. Except as provided in paragraph c. hereunder,
- acting jointly and severally
- for themselves and for their agents, attorneys, representatives, partners, predecessors, successors, assigns, heirs, devisees, legatees, executors, trustees, guardians and administrators, hereby releases, acquits and forever discharge
- and each of their

employees, agents, attorneys, representatives, partners, predecessors, successors, assigns, heirs, devisees, legatees, executors, trustees, guardians and administrators, from any and all claims, demands, damages, debts, obligations, duties, actions, causes of action, choses of actions, liabilities, lawsuits, of any kind or character, known or unknown, choate or inchoate, whether arising out of or under a contract, tort, statute, common law, equity or a combination thereof, from the beginning of time to the effective date of this Agreement including, but not limited to any cause of action directly or indirectly related to the Disputed Claims.

agree that all powers of attorney that may have executed in their favor are revoked.

- c. Notwithstanding any other provision of this agreement, no release provision herein shall apply to any liability that any Party has to any other Party for breach of this Agreement.

14. **General Representations and Warranties:** Each of the Parties makes the following warranties and representations to each of the other Parties (which representations and warranties shall survive the closing of this Agreement):

- a. That such Party has been adequately represented by competent counsel in connection with the negotiation and execution of this Agreement, and in any and all matters relating thereto;

- b. That in executing this Agreement, such Party has relied upon his or her own judgment and the advice of his or her own attorneys; that he or she has not been induced to sign or execute this Agreement by promises, agreements or representations not expressly stated herein; and that he or she has freely and willingly executed this Agreement and expressly disclaims reliance upon any facts, promises, undertakings or representations made by any other Party or such Party's attorney prior to the effective date of this Agreement;
- c. That such Party's consent to this Agreement was not procured, obtained or induced by improper conduct or undue influence;
- d. That after investigation and consultation with his or her attorneys, such Party agrees that this Agreement is fair, reasonable and supported by good, valid and adequate consideration;
- e. That such Party understands and agrees to all terms and conditions of this Agreement;
- f. That such Party has the requisite authority, capacity and consent to execute this Agreement in the capacity indicated or on behalf of the organization indicated and that, subject to requisite court approval, this Agreement is binding upon such Party acting in the capacity herein or as a representative of the organization indicated herein;

- g. That such Party has examined, or has had examined by his or her representative, to the extent that such Party desires to do so, the accounts, records, files, reports, or other information necessary in order to make an informed decision about whether to execute this Agreement:
- h. That such Party has not transferred or assigned any interest in any of the Disputed Claims to any third person or attorney other than a party to this Agreement; and
- i. That no person other than such Party's attorneys is presently asserting any right, title or interest in any cause of action which is to be released hereunder.

15. Purpose of the Agreement: All Parties agree that the principal purposes of this Agreement are to: (a) settle finally and forever all disputes that exist (or could be asserted) between them as of the effective date hereof, and (b) encourage the development and maintenance of maximum self-reliance and independence in and agree that this Agreement shall be interpreted as liberally as possible to effectuate this purpose. It is further agreed by all Parties that no part of this Agreement shall ever constitute an admission of any kind by any Party hereto.

16. Court Approval: All Parties agree that this Agreement will be void and of no force and effect unless this Agreement is both approved and, to the extent provided herein, fully implemented according to its terms by

the Probate Court. All Parties further agree that the Judge of the Probate Court shall not have the authority to in any way alter any of the terms of this Agreement without the written consent of all of the Parties.

17. **Execution of Supplemental Documents:** Each of the Parties hereto shall, on demand, execute and deliver to any other Party, consents and other documents, and do or cause to be done any other acts and things which may be necessary to effectuate the provisions and purposes of this Agreement. If any Party fails, upon reasonable demand, to comply with this provision, that Party shall pay to all other Parties all attorneys' fees, costs and other expenses reasonably incurred as a result of such failure.
18. **Alteration or Modification of the Agreement:** The Parties agree that this is a totally binding Agreement which may not be altered by any Party without the written consent of all other Parties and will be in effect for all times, unless otherwise provided herein.
19. **Agreement Binding on Successors and Assigns:** This Agreement shall inure to the benefit of, and shall be binding upon the Parties hereto, their heirs, executors, administrators, successors and assigns.
20. **Breach of this Agreement is not Released:** It is expressly understood and agreed among the Parties to this Agreement that the terms of this Agreement and Release are not intended to relate to, and none of the Parties are releasing any other from, any claim which may hereafter

accrue and which relates to or arises from the breach of this agreement.

21. **Waiver and Default:** No waiver of any of the terms hereof shall be valid unless in writing and signed by all Parties. No waiver of default of any provision hereof shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
22. **Preparation of the Agreement:** This Agreement and Release has been prepared by the joint efforts of the respective attorneys for each of the Parties.
23. **This is the Entire Agreement:** Each Party hereto acknowledges that he or she has carefully read this Agreement, including all documents or exhibits that it incorporates and/or refers to, and that this instrument expresses the entire agreement among the Parties concerning the subjects it purports to cover; and that each Party has executed this instrument freely and of his or her own accord.
24. **Counterparts:** This instrument may be executed in multiple counterparts, each of which shall be of equal rank. The execution of one counterpart by a Party shall be deemed the execution of all counterparts by such Party.
25. **Breach of the Agreement:** The Parties agree that monetary damages alone may not be adequate recompense for any breach of this Agreement. In the event any Party breaches any of the obligations or responsibilities placed upon such Party in this Agreement, then any

other Party may seek any legal or equitable remedy that may be available for such breach, and if such Party is successful, then the Party breaching this Agreement agrees to pay all of the other Parties' attorneys' fees and costs of litigation in addition to any legal or equitable damages. The Parties agree that the remedy of specific performance and/or injunctive relief (whether mandatory or by restraint) shall be available for the breach of any term, condition, covenant or warranty of this Agreement.

26. **No Donative Intent:** All transfers of property pursuant to the provisions of this Agreement are made to compromise and settle disputed claims in pending litigation. The Parties expressly deny the existence of any donative intent in connection with such transfers, it being expressly understood and agreed that transfers of property under this Agreement do not constitute gifts to or from any Party.
27. **Time is of the Essence:** Time is of the essence in performing the provisions of this Agreement.
28. **Texas Law Applicable:** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas.
29. **Notice Provision:** All notices required to be sent to _____ shall be sent to the following address until the person required to give the notice has received written instructions from _____ of a change of address:

30. Effective Date: The effective date of this Agreement shall be

IN WITNESS WHEREOF, the Parties have signed this Agreement.

Attorney Ad Litem for

First Guardian Ad Litem for

**APPENDIX OF
ADVISORY COMMITTEE REPORT**