

MUTUAL RELEASE AND HOLD HARMLESS AGREEMENT

This Mutual Release and Hold Harmless Agreement ("Agreement") is between Hal Wolff ("Petitioner"), Christopher L. Wolfe and Cynthia S. Wolfe (the "Co-Trustees").

The Petitioner and Co-Trustees acknowledge and agree to the following:

1. A Petition to Remove Trustee for Breach of Trust ("Petition") was filed by Hal Wolff in the Midland County Probate Court (Case No. 21-1959-TV).
2. Mediation was held October 13, 2022, and a Stipulated Agreement for Petty Cash Account and Closing of Court's File was executed by all interested parties under the Petition.
3. By evidence of signing below, the Petitioner and Co-Trustees do hereby fully agree that this agreement acts as a complete release between the parties for any and all claims that the parties to this agreement have against each other pursuant to the "Petition for Removal of Trustee for Breach of Trust" filed by the Petitioner in Midland County Probate Court on Dec. 7, 2021. (File No. 21-1959-TV) No Party may file any litigation against each other for any reason based on the claims cited in said Petition. This release includes all claims cited and any similar uncited claims that any party could have reasonably raised, regardless if known or unknown, against one another or the Trust/Trustee.
4. It is the intention of Petitioner and the Co-Trustees that the Stipulated Agreement for Petty Cash Account and Closing Court's File and this Agreement be a complete settlement of all issues related to the matter pending before the Midland County Probate Court in File No. 21-1959-TV, and thus obviate the need for the parties to incur the burden and expense of further litigation.
5. The Parties agree to execute such other documents, if any, and to take such other action, as may be reasonably necessary or appropriate to effectuate and/or carry out the intention of this Agreement.
6. If any party is required to bring an action to enforce this Agreement the prevailing party shall be entitled to attorney fees and costs.
7. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart. Facsimile, scanned, or electronic signatures shall be accepted the same as an original signature. A photocopy of this agreement may be used in any action brought to enforce or construe this Agreement.

8. This Agreement may be amended only by written agreement signed by all Parties.
9. This Agreement shall be binding upon each of the parties hereto and their respective heirs, personal representatives, successors, assigns, and fiduciaries of every kind.
10. The Midland County Probate Court shall have ongoing jurisdiction to enforce the terms and conditions of this Agreement.
11. The Parties hereby submits the Stipulated Agreement for Petty Cash Account and Closing of Court's File and this Agreement to the Midland County Probate Court, and request that the Court enters an Order approving the terms of this Settlement Agreement.
12. Upon entry of the Order, all pleadings in this matter shall be withdrawn and dismissed with prejudice, and the file may be closed.
13. This Agreement has been negotiated with each party having had the opportunity to consult with and be represented by legal counsel.
14. The Parties represent and agree that they each have read and fully understand this agreement, that they are fully competent to enter into and sign this Agreement, and that they are executing this Agreement voluntarily, free of any undue duress or coercion.

Hal Wolff

Hal Wolff, Petitioner

Date: Nov 23, 2022

Christopher L. Wolfe, Co-Trustee

Date: _____, 2022

Cynthia S. Wolfe, Co-Trustee

Date: _____, 2022