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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR MARICOPA COUNTY

ARIZONA CORPORATION
COMMISSION,

Plaintiff,

v.

DENSCO INVESTMENT
CORPORATION, an Arizona
corporation,

Defendant.

Cause No. CV2016-014142

PETITION NO. 55

PETITION TO APPROVE INTERIM
DISTRIBUTION TO BRINKMAN
FAMILY TRUST AND NIHAD HAFIZ

(Assigned to the Honorable Teresa
Sanders)

14 Peter S. Davis, as the court appointed Receiver of DenSco Investment Corporation,
15 respectfully petitions the Court to approve the payment of an interim distribution to the
16 Brinkman Family Trust and Nihad Hafiz as follows:

17 On November 8, 2017, the Receiver filed his Petition No. 41 seeking approval for the
18 first interim distribution of \$4,500,000.03 to one hundred and thirteen (113) approved
19 creditors of DenSco Investor Corporation (“DenSco”). The Receiver’s first proposed interim
20 distribution sought to pay each of the DenSco approved creditors’ specific amounts which are
21 equal to approximately 14.3% of each of the approved DenSco creditors claim.

1 The Chittick Family Trust, an approved DenSco Creditor, objected to the proposed
2 interim distributions to two (2) approved creditors of DenSco, the Brinkman Family Trust and
3 Nihad Hafiz arguing that an interim distribution should not be paid to the Brinkman Family
4 Trust and Nihad Hafiz until their efforts to recover funds from the Estate of Chittick in an
5 unrelated Probate proceeding were abandoned or resolved. The Receiver has learned that the
6 Brinkman Family Trust, Nihad Hafiz and the Estate of Chittick have now resolved their
7 disputes and the Brinkman Family Trust and Nihad Hafiz have abandoned their efforts to
8 recover funds in the Probate case relating to their investments in DenSco.

9 **I. OVERVIEW OF DENSCO CLAIMS PROCESS**

10 On August 18, 2016, this Court entered its *Order Appointing Receiver*, which
11 appointed Peter S. Davis as Receiver of DenSco Investment Corporation.

12 On March 28, 2017, the Court entered its *Order Re: Petition No. 19 – Order*
13 *Establishing Procedures for the Adjudication of Claims* (“Claims Order”) which, among
14 other things, established the procedures for the solicitation and adjudication of creditor claims
15 against DenSco. Pursuant to the Claims Order, the Court established a claims bar date of
16 June 30, 2017 (“Bar Date”), and certain requirements for the notification of the DenSco
17 claims process to potential DenSco claimants. In furtherance of the Claims Order, on April
18 18, 2017, the Receiver caused to be mailed to all potential DenSco claimants a copy of the
19 Claims Order, a proof of claim form and a notice describing the DenSco claims process.

1 The Brinkman Family Trust filed a timely claim with the Receiver seeking payment of
2 \$382,113.38. Nihad Hafiz filed a timely claim with the Receiver seeking payment of
3 \$290,000.00.

4 On August 1, 2017, in accordance with paragraph 7.2 of the Claims Order, the
5 Receiver prepared and filed with the Court his *Receiver's Claims Report and*
6 *Recommendations* ("Claims Report"). As set forth in the Claims Report, the Receiver
7 recommended that the Court approve the claim of Nihad Hafiz as submitted in the amount of
8 \$290,000.00. In the Claims Report, the Receiver objected to the claim submitted by the
9 Brinkman Family Trust on the basis that the Brinkman Family Trust did not account for
10 \$137,668.93 that the Brinkman Family Trust received from DenSco between 2002 and 2012.
11 As detailed in the Claims Report, the Receiver recommended to the Court that the claim of
12 the Brinkman Family Trust be approved in the amount of \$244,444.45.

13 Thereafter, in accordance with paragraphs 7.3 and 7.4 of the Claims Order, the
14 Receiver caused a copy of the Claims Report to be posted on the receivership website located
15 at www.denscoinvestment.com and mailed a copy of the Claims Report to each claimant. The
16 Claims Report was also served on all persons on the Master Service List in the DenSco
17 Receivership. Pursuant to paragraph 7.6 of the Claims Order, any objections to the Claims
18 Report were to be submitted, in writing, to the Receiver on or before August 30, 2017. The
19 Brinkman Family Trust did not object to the Receiver's recommendation that the claim of the
20 Brinkman Family Trust be approved in the amount of \$244,444.45. Nihad Hafiz did not
21

1 object to the Receiver's recommendation that the claim of the Nihad Hafiz be approved in the
2 amount of \$290,000.00.

3 On September 28, 2017, the Receiver filed his *Petition No. 37* seeking approval of the
4 Receiver's final recommendations regarding the approved claims against DenSco. The
5 Brinkman Family Trust did not object to *Petition No. 37* or the Receiver's recommendation
6 that the Brinkman Family Trust should have an approved claim in the amount of
7 \$244,444.45. Nihad Hafiz did not object to *Petition No. 37* or the Receiver's
8 recommendation that the claim of Nihad Hafiz be approved in the amount of \$290,000.00.

9 On October 27, 2017, the Court entered its *Order Re: Petition No. 37*, which approved
10 one hundred and thirteen (113) creditor claims in a collective total amount of \$31,446,001.79
11 and approved individual claim amounts for each of the DenSco Creditors, including the claim
12 of the Brinkman Family Trust in the amount of \$244,444.45 and the claim of the Nihad Hafiz
13 in the amount of \$290,000.00.

14 On November 8, 2017, the Receiver filed his *Petition No. 41*, seeking to approve the
15 payment of an interim distribution of \$4,500,000.03 to the 113 approved DenSco creditors.
16 Pursuant to *Petition No. 41*, the Brinkman Family Trust was to receive an interim distribution
17 of \$34,980.60 and Nihad Hafiz was to receive an interim distribution of \$41,499.71.

18 On November 20, 2017, DenSco creditor, Chittick Family Trust, filed an objection to
19 *Petition No. 41*, specifically objecting to the Receiver's proposed payment of an interim
20 distribution to the Brinkman Family Trust and Nihad Hafiz because these two DenSco
21 creditors were still advancing similar claims in an unrelated Probate matter.

1 On December 12, 2017, after a hearing and consideration of the objection raised as to
2 *Petition No. 41*, the Court approved *Petition No. 41*, but ordered that while interim
3 distributions to the Brinkman Family Trust and Nihad Hafiz were approved, the Court
4 directed the Receiver to not pay any interim distribution until further Order of the Court.

5 **II. CREDITOR CLAIMS IN PROBATE PROCEEDING HAVE BEEN RESOLVED**

6 On August 24, 2016, the Brinkman Family Trust filed a *Claim Against the Estate*
7 *A.R.S. §14-3804* (“Brinkman Probate Claim”) in the Matter of the Estate of Denny J. Chittick,
8 PB2016-051754 (“Probate Proceeding”). The Brinkman Probate Claim sought approval of a
9 claim of \$372,259.36, plus interest from June 30, 2016. The Brinkman Probate Claim arises
10 from the Brinkman Family Trust’s investment in DenSco.

11 On September 15, 2016, Nihad Hafiz filed a *Claim Against the Estate A.R.S. §14-3804*
12 (“Hafiz Probate Claim”) in the Probate Proceeding. The Hafiz Probate Claim sought approval
13 of a claim of \$500,000.00, plus interest from June 15, 2016. The Hafiz Probate Claim arises
14 from Nihad Hafiz’s investment in DenSco.

15 On September 7, 2016, the Estate of Chittick filed a notice of disallowance of the
16 Brinkman Probate Claim. On October 10, 2016, the Estate of Chittick filed a notice of
17 disallowance of the Hafiz Probate Claim.

18 On November 3, 2016, the Brinkman Family Trust filed its Petition for Allowance of
19 Claims of Brinkman Family Trust. On November 3, 2016, Nihad Hafiz filed his Petition for
20 Allowance of Claims of Nihad Hafiz.

1 Between November 23, 2016 and December 14, 2016, the Estate of Chittick answered
2 and objected to the petitions filed by the Brinkman Family Trust and Nihad Hafiz.
3 Apparently, after a hearing in the Probate Proceeding on the Brinkman Family Trust petition,
4 the Estate of Chittick and counsel for the Brinkman Family Trust and Nihad Hafiz entered
5 into a stipulation and agreed that no further action should be taken to advance the petitions of
6 the Brinkman Family Trust and Nihad Hafiz seeking approved claims in the Probate
7 Proceeding.

8 After litigation including cross motions for summary judgment on the validity of the
9 Hafiz Probate Claim and Brinkman Probate Claim in the Probate Proceeding, the Brinkman
10 Family Trust, Nihad Hafiz and the Estate of Chittick have reached a mutual resolution of their
11 disputed issues and have resolved their creditor claims in the Probate Proceeding. While the
12 Receiver was not a party to this compromise, on February 13, 2018, The Brinkman Family
13 Trust, Nihad Hafiz and the Estate of Chittick filed a stipulated petition in the Probate
14 Proceeding seeking approval of their compromise. [A copy of the Stipulated Petition is
15 attached as Ex A.]

16 As set forth in the attached, in exchange for releasing any claim in the Probate
17 Proceeding, the Estate of Chittick has agreed to pay the legal fees of the Brinkman Family
18 Trust, Nihad Hafiz¹.

20 ¹ The DenSco claims process allows the Receiver to offset any approved claim of a DenSco creditor by an
21 amount that a DenSco creditor recovers from a third party relating to his investment in DenSco. The Receiver
does not believe that the reimbursement of legal fees is a “third party recovery” and therefore, no offset will be
taken against the approved claims of the Brinkman Family Trust and Nihad Hafiz.

MICHAEL K. JEANES, CLERK
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5 Phoenix, Arizona 85004
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8 chering@gblaw.com
9 *Attorneys for Personal Representative*

7 **SUPERIOR COURT OF ARIZONA**
8 **MARICOPA COUNTY**

9 In the Matter of the Estate of:

10 DENNY J. CHITTICK,
11
12 Deceased.

NO. PB2016-051754

13 **STIPULATED PETITION**
14 **FOR APPROVAL OF SETTLEMENT**
15 **OF BRINKMAN AND HAFIZ**
16 **PROBATE CLAIMS**

(ASSIGNED TO COMMISSIONER
ANDREW RUSSELL, NE JUDICIAL DISTRICT)

17 The undersigned counsel for Shawna C. Heuer, Personal Representative of the Estate of
18 Denny J. Chittick (the "Estate"), and the undersigned counsel for Robert Brinkman, as trustee of the
19 Brinkman Family Trust ("Brinkman"), and Nihad Hafiz ("Hafiz"), jointly petition the Court to
20 approve a Settlement Agreement that would resolve the claims asserted against the Estate by
21 Brinkman and Hafiz. A copy of the Settlement Agreement is attached as Exhibit A ("Settlement
22 Agreement").

23 The parties to this petition stipulate and agree as follows:

24 1. Denny J. Chittick, the decedent, was the sole employee, officer and director of
25 DenSco Investment Corporation, an Arizona corporation ("DenSco"), which operated as a lender,
26 using investor funds to make its loans.

27 2. Brinkman and Hafiz submitted claims against the Estate, alleging that the Estate is
28 liable for losses they incurred on investments that they made with DenSco. The Estate disputes those

1 allegations and timely sent notices of the disallowance of those claims. Brinkman and Hafiz
2 subsequently filed petitions seeking their allowance – the *Amended Petition for Allowance of Claims*
3 *of Brinkman Family Trust*, filed on November 15, 2016, and the *Petition for Allowance of Claims of*
4 *Nihad Hafiz*, filed on November 30, 2016 (the “Petitions”). The Estate filed timely objections to the
5 Petitions, and the Petitions remain pending before the Court.

6 3. The court-appointed receiver for DenSco submitted a claim against the Estate
7 (“Receiver’s Probate Claim”), alleging that the Estate is liable for losses on investments of DenSco,
8 including but not limited to the losses incurred by Brinkman and Hafiz. The Estate disallowed the
9 Receiver’s Probate Claim, and the claim is currently pending.

10 4. The Estate entered into a settlement agreement with the Receiver on or about
11 September 6, 2017 to resolve the Receiver’s Probate Claim (“Receiver Settlement Agreement”).
12 That agreement is predicated and conditioned upon on a determination that there are no other valid
13 claims against the Estate.

14 5. The Estate disputes the claims submitted by Brinkman and Hafiz, but seeks to avoid
15 the expense and delay of litigating the claims. Moreover, the Petitions are delaying the
16 implementation of the terms of the Receiver Settlement Agreement.

17 6. Without admitting liability, the Estate is prepared to pay to Brinkman and Hafiz,
18 jointly, the sum of \$27,127.43 in full satisfaction of their claims against the Estate, as set forth in the
19 Settlement Agreement. The parties’ obligations under the Settlement Agreement are conditioned
20 upon the Court’s approval of its terms.

21 7. The Settlement Agreement provides, among other things, for a stipulated order
22 (i) dismissing the Brinkman and Hafiz Petitions with prejudice, with each party to bear its own fees
23 and costs; and (ii) finding that no other claims are outstanding against the Estate, other than the
24 pending Receiver’s Probate Claim.

25 8. Paul J. Theut, the court-appointed guardian ad litem, is a party to this Settlement
26 Agreement and does not object to its terms and approval.

27 9. Ranasha Chittick, the mother and legal guardian of the minor children of Denny
28 Chittick, is also a party to this Settlement Agreement and likewise does not object to its terms and

1 approval.

2 10. While the Receiver has appeared in this Court, the undersigned has discussed this
3 Settlement Agreement with counsel for the Receiver and has been advised that the Receiver has no
4 objection to the Settlement Agreement.

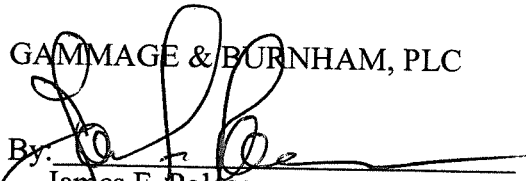
5 11. The Personal Representative believes that resolving the claims asserted by Brinkman
6 and Hafiz against the Estate is in the Estate's best interest and that it makes economic sense under
7 the circumstances.

8 Accordingly, the undersigned counsel request that the Court enter an order, in the form
9 submitted with this petition, providing as follows:

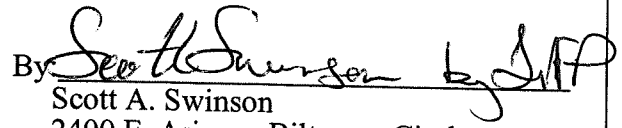
- 10 a. Approving the Settlement Agreement with Brinkman and Hafiz on the terms and
11 conditions set forth in Exhibit A attached hereto.
- 12 b. Finding that there are no other outstanding claims against the Estate, other than the
13 Receiver's Probate Claim and the claims of Brinkman and Hafiz that are resolved in the
14 Settlement Agreement.
- 15 c. That upon the dismissal of the Petitions filed by Brinkman and Hafiz, no further
16 impediments exist to the approval and implementation of the Receiver Settlement
17 Agreement.

18
19 RESPECTFULLY SUBMITTED this 13th day of February, 2018.

20 GAMAGE & BURNHAM, PLC

21
22 By: 
23 James F. Polese
24 Christopher L. Hering
25 Two N. Central Avenue, 15th Floor
26 Phoenix, Arizona 85004
27 *Attorneys for Personal Representative*

SCOTT A. SWINSON, P.A.

28 By: 
Scott A. Swinson
2400 E. Arizona Biltmore Circle
Suite 1300
Phoenix, Arizona 85016
*Attorneys for Robert Brinkman
Family Trust and Nihad Hafiz*

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1 ORIGINAL of the foregoing filed with
2 the Clerk of the Court this 13th day of
3 February, 2018 and a COPY
4 hand-delivered this same date to:

5 Commissioner Andrew Russell
6 Maricopa County Superior Court
7 Northeast Regional Center
8 18380 North 40th Street
9 Phoenix, Arizona 85032

10 And copies e-mailed to the following:

11 Paul J. Theut, Esq. (paul@theutlaw.com)
12 Theut Theut & Theut, PC
13 5150 N. 16th Street, Suite B-236
14 Phoenix, Arizona 85016
15 *Guardian Ad Litem for Chittick Children*

16 Michelle D. Johnson, Esq. (mjohnson@goldbergosborne.com)
17 Goldberg & Osborne LLP
18 3329 E. Bell Road, Suite A-21
19 Phoenix, Arizona 85032
20 *Attorneys for Ranasha Chittick*

21 TJ Ryan, Esq. (tjryan@frgalaw.com)
22 Frazier, Ryan, Goldberg & Arnold, LLP
23 3101 N. Central Avenue, Suite 1600
24 Phoenix, Arizona 85012-2615
25 *Attorneys for Receiver Peter S. Davis*
26 *in Case No. CV 2016-014142*

27 Ryan W. Anderson, Esq. (randerson@gamlaw.com)
28 Guttilla Murphy Anderson, P.C.
5415 E. High Street, Suite 200
Phoenix, Arizona 85054
Attorneys for Peter Davis, Receiver
for DenSco Investment Corporation
in Case No. CV 2016-014142

By: 

EXHIBIT A

Exhibit "A"

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into as of this 5th day of February, 2018, by and between Robert Brinkman, as trustee of the Brinkman Family Trust (“Brinkman”), Nihad Hafiz (“Hafiz”) (collectively referred to as the “Claimant Parties”), on the one hand, and the Estate of Denny J. Chittick, (“Estate”), Paul J. Theut, the court appointed guardian ad litem for the minor children of Denny Chittick (“GAL”) and Ranasha Chittick, the former wife of Denny Chittick and legal guardian for the minor children (“Ranasha”) (collectively referred to as the “Estate Parties”), on the other hand. The foregoing sometimes are collectively referred to as the “Parties” or referred to in the singular as a “Party.”

RECITALS

- A. Brinkman and Hafiz each entered into Subscription Agreements or otherwise invested funds with DenSco Investment Corporation, (“DenSco”), a corporation in which Denny J. Chittick (“Chittick”) was the sole officer, director and employee.
- B. Upon the untimely death of Chittick, the Arizona Corporation Commission brought an action for appointment of a receiver over DenSco, *Arizona Corporation Commission v. DenSco Investment Corporation*, Maricopa County Superior Court No. CV2016-014142 (“Receivership Action”). Peter Davis was appointed as the Receiver of DenSco (“Receiver”).
- C. Chittick’s Last Will and Testament was admitted to probate and Shawna Heuer was appointed as personal representative of the Estate, *In re the Estate of Denny Chittick*, Maricopa County Superior Court No. PB2016-051754 (“Probate Action”).
- D. Brinkman and Hafiz each submitted claims to the Receiver to recover their financial losses sustained as a result of their investments in DenSco, in accordance with the claims submission procedures set forth in the Receivership Action, which claims have been approved as modified by the Receiver (“Claimants’ Approved Receivership Claims”).
- E. Brinkman and Hafiz each submitted claims against the Estate to recover their financial losses sustained as a result of their investment in DenSco, which the Estate timely denied (“Claimants’ Probate Claims”). Brinkman and Hafiz each filed petitions for allowance of the Claimants’ Probate Claims in the Probate Action, which remain pending adjudication (“Claimants’ Petitions”).
- F. The Receiver has also filed a claim against the Estate in the Probate Action, which the Estate timely denied and remains pending adjudication (“Receiver’s Probate Claim”).
- G. Paul J. Theut was appointed as guardian ad litem (“GAL”) to represent the interests of the minor children of Chittick in both the Receivership Action and the Probate Action.
- H. The Estate and the Receiver have reached a settlement of the Receiver’s Probate Claim (“Receiver Settlement Agreement”), which is conditioned on a finding that no other claims are outstanding against the Estate.

I. To avoid costly and time-consuming litigation, and to allow the Receiver Settlement Agreement to be implemented, the Parties desire to settle and resolve Claimants' Probate Claims, on the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby expressly acknowledge and agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement as though fully set forth herein.
2. **Probate Court Approval of this Agreement.** The Parties agree that the approval of the Probate Court is a condition to the implementation of this Agreement and promptly after execution of this Settlement Agreement, the Estate will file a Petition of Approval in the form of Exhibit A. The order to be tendered will stipulate to the entry of an order approving the terms of this Agreement and expressly finding that, upon the dismissal of Claimants' Probate Claims, as provided herein, that there are no outstanding claims against the Estate other than the Receiver's Probate Claim in the form of Exhibit B attached hereto ("Order Approving Settlement Agreement").
3. **Dismissal of Claimants' Probate Claims.** Simultaneous with the Probate Court's entry of the Order Approving Settlement Agreement, the Parties will file with the Probate Court a stipulation and order to dismiss the Claimants' Probate Claims and the Claimants' Petitions with prejudice, and with each party to bear its own attorneys' fees and costs, in the form of Exhibit C attached hereto ("Stipulation and Order Dismissing Claimants' Probate Claims"). Nothing in the Stipulation shall be construed as in any way altering the obligation to make the Settlement Payment required by Paragraph 4 hereinbelow.
4. **Settlement Payment.** The Estate shall pay to Brinkman and Hafiz, jointly, the total sum of Twenty-Seven Thousand One Hundred Twenty-Seven and 43/100 Dollars (\$27,127.43) ("Settlement Payment") solely as and for their attorneys' fees and costs incurred in this Estate matter, within three (3) business days after the Probate Court's entry of both the Order Approving Settlement Agreement and the Order Dismissing Claimants' Probate Claims in forms identical in substance to Exhibits B and C attached hereto, and only in that event. The Settlement Payment shall be made payable to the Scott A. Swinson P.A. Attorney Trust Account and delivered to Scott A. Swinson as their counsel. The Parties agree that the Settlement Payment is in no way paid as compensation to Brinkman and Hafiz for any losses arising from their investment in DenSco.
5. **No Admission of Liability.** Each Party agrees that the terms set forth herein are contractual and represent a good-faith compromise and settlement of disputed claims. Neither this Agreement nor any action taken in connection therewith shall be deemed an admission of liability on the part of any Party.

6. **Representations, Warranties and Covenants of the Claimant Parties.**

a. Each of the Claimant Parties represents and warrants that it has not assigned, and further covenants that it will not assign, to any third parties any claims or legal rights that were or might have been asserted against the Estate Parties, whether in the Probate Action or elsewhere. Each of the Claimant Parties further represents and warrants that it or he is unaware of any other person or entity connected in any way to any of the Claimants who may be entitled to assert a claim or claims similar to those asserted by any of the Claimant Parties in the Probate Action.

b. The Claimant Parties will not assist any person who seeks to bring an action against any of the Estate Parties.

7. **General and Mutual Releases.**

a. **Release by Claimant Parties.** Each of the Claimant Parties, for themselves, their respective agents, heirs, executors, trusts, administrators, trustors, beneficiaries, attorneys and assigns, and any person claiming by, through or under them, knowingly, voluntarily and mutually and generally release and discharge forever any and all claims that any of them many have against the Estate Parties, their respective agents, attorneys, heirs, trusts, administrators, trustors, beneficiaries, executors, and assigns, from any and all claims, demands, causes of action of every kind or nature which were or could have been made arising at any time prior to the full execution of this Agreement, whether such claim was filed or could be filed in the Probate Action or any other jurisdiction or venue. This release covers all claims asserted or which could be asserted, whether such claims are known or unknown, contingent or fixed, liquidated or unliquidated.

b. **Release by Estate Parties.** Each of the Estate Parties, for themselves, their respective agents, heirs, executors, trusts, administrators, trustors, beneficiaries, attorneys and assigns, and any person claiming by, through or under them, knowingly, voluntarily and mutually and generally release and discharge forever any and all claims that any of them many have against the Claimant Parties, their respective agents, attorneys, heirs, trusts, administrators, trustors, beneficiaries, executors, and assigns, from any and all claims, demands, causes of action of every kind or nature which were or could have been made arising at any time prior to the full execution of this Agreement, whether such claim was filed or could be filed in the Probate Action or any other jurisdiction or venue. This release covers all claims asserted or which could be asserted, whether such claims are known or unknown, contingent or fixed, liquidated or unliquidated.

c. **No Effect on Obligations.** The releases set forth in this section shall not preclude or impede either Party from enforcing the terms and conditions of this Agreement.

8. **No Impact on Receivership Action.** The Parties agree that nothing herein shall in any way adversely affect the Claimant Parties' ability to receive payments from the Receiver with respect to their Claimants' Approved Receivership Claims in the Receivership Action and no Estate Party shall assert a position inconsistent therewith.

9. **Entire Agreement; No Oral Modification.** This Agreement and the attachments

hereto constitute the entire agreement among the Parties hereto concerning the subject matters addressed by this Agreement. No modification or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound. This Agreement supersedes all prior or contemporaneous agreements, discussions and conversations between the parties, and no party is relying on any promise, representation or warranty by any other party that is not expressly set forth herein. No modification, amendment, waiver or discharge of any provision of this Agreement shall be effective unless contained in a writing executed by all parties hereto.

10. **Future Cooperation.** Each Party agrees to execute and deliver any instrument, furnish any information, and/or perform any other acts reasonably necessary to carry out the provisions of this Agreement without undue delay or expense.

11. **Miscellaneous.** The headings of the Sections contained in this Agreement are for convenience only and shall not be taken into account in determining the meaning of any provision of this Agreement.

12. **Authority.** Each Party executing this Agreement represents and warrants that he, he or it possesses the power and authority to do so in the capacity indicated. The Claimant Parties expressly represent and warrant that no spousal consents are required to otherwise fully enforce the releases granted by the Claimant Parties herein. The Claimant Parties agree to indemnify the Estate Parties from and with respect to any claims or damages suffered as a result of a breach or inaccuracy of the foregoing representation.

13. **Construction.** This Agreement and any documents delivered pursuant hereto shall be construed without regard to the identity of the person who drafted the various provisions thereof. Any rule of construction that a document is to be construed against the drafting party shall not be applicable.

14. **Attorneys' Fees.** In the event of litigation between the parties in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non prevailing party.

15. **Counterparts.** This Agreement may be executed in one or more counterparts and each counterpart may be separated signed and they shall collectively constitute the agreement of the parties.

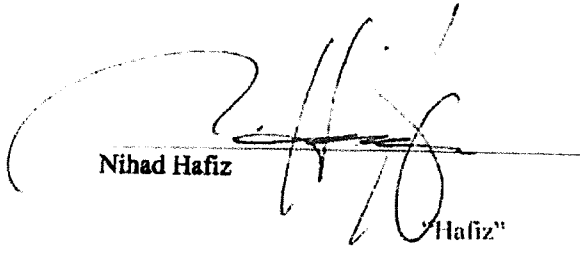
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

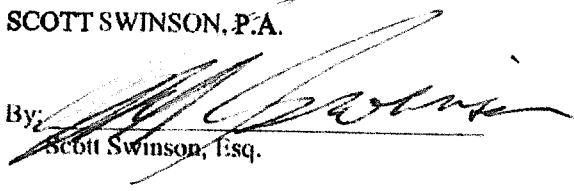
CLAIMANT PARTIES:

THE BRINKMAN FAMILY TRUST

By: 
Robert Brinkman, Trustee

“Brinkman”


Nihad Hafiz
"Hafiz"

CLAIMANT PARTIES' COUNSEL: SCOTT SWINSON, P.A.
By: 
Scott Swinson, Esq.

ESTATE PARTIES: THE ESTATE OF DENNY CHITTICK
By: _____
Shawna Heuer, Personal Representative
"Estate"

Paul J. Theut, Esq.
"GAL"

Ranasha Chittick
"Ranasha"

ESTATE'S COUNSEL: GAMAGE & BURNHAM, PLC
By: _____

Nihad Hafiz

"Hafiz"

CLAIMANT PARTIES' COUNSEL: SCOTT SWINSON, P.A.

By: _____
Scott Swinson, Esq.

ESTATE PARTIES:

THE ESTATE OF DENNY CHITTICK

By: Shawna Heuer
Shawna Heuer, Personal Representative

"Estate"

Paul J. Theut, Esq.

"GAL"

Ranasha Chittick

"Ranasha"

ESTATE'S COUNSEL:

GAMMAGE & BURNHAM, PLC

By: _____


"Hafiz"

CLAIMANT PARTIES' COUNSEL: SCOTT SWINSON, P.A.

By: _____
Scott Swinson, Esq.

ESTATE PARTIES: THE ESTATE OF DENNY CHITTICK

By: _____
Shawna Heuer, Personal Representative

"Estate"

Paul J. Theut, Esq.

"GAL"

Ranasha Chittick

"Ranasha"

ESTATE'S COUNSEL: GAMMAGE & BURNHAM, PLC

By: _____

Nihad Hafiz

“Hafiz”

CLAIMANT PARTIES' COUNSEL: SCOTT SWINSON, P.A.

By: _____
Scott Swinson, Esq.

ESTATE PARTIES: THE ESTATE OF DENNY CHITTICK

By: _____
Shawna Heuer, Personal Representative

“Estate”

Paul J. Theut, Esq.

“GAL”



Ranasha Chittick

“Ranasha”

ESTATE'S COUNSEL: GAMMAGE & BURNHAM, PLC

By: _____

Nihad Hafiz

"Hafiz"

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