

**Ontario Superior Court of Justice
at Kingston**

B E T W E E N:

[son]

- and -

[daughter]

MINUTES OF SETTLEMENT

WHEREAS:

1. [the deceased] died February --, ----. His wife, [wife of deceased], predeceased him. He was survived by his three children, all of whom are adults.
2. The deceased granted his son, [son], his Power of Attorney on ----- and designated him Estate Trustee under his will dated -----.
3. After the deceased's death, one of the deceased's daughters, [daughter], made the following allegations against [son]:
 - a. That [son] failed to account to the Estate of [deceased]and/or to [daughter] as a beneficiary of the Estate of [deceased]for all property, assets, or interests of whatever kind, of whatever description, and wherever situate that are properly part of the Estate;
 - b. That [daughter] is entitled to a share of the Estate in excess of that previously proposed to her by [son] as Estate Trustee;
 - c. That [son] had breached a duty of care and/or fiduciary duty owed to [deceased]and/or the Estate of [deceased]and/or [daughter] and/or committed a wrong of some kind in respect of transactions made pursuant to the Power of Attorney given by [deceased]or as Estate Trustee of the Estate of [deceased];
 - d. That [son] had not properly administered the Estate of his mother, [wife of deceased], and that the Estate of [deceased] and/or [daughter] have legitimate claims against him as a result and that their respective entitlements to the assets of the Estate of [wife of deceased] have not been completely satisfied.
4. The parties have determined that it is preferable to settle matters without contested court proceedings. The parties recognize that these minutes of settlement are intended to be full and final and that there shall be no further claims by one against the other or any other party receiving from them in respect of the Estate of [deceased].

NOW THEREFORE, in consideration of the mutual covenants in these minutes of settlement, the parties agree as follows:

1. [daughter] hereby agrees by these minutes of settlement to execute a comprehensive final Release of [son] from any and all claims, causes of action, and, demands of him personally and in his capacities as Estate Trustee and Attorney of [deceased] including a suitable Release, to allow the administration of the Estate of [deceased] to be finalized and a final distribution to be made;
2. [son], personally and in his capacity as Estate Trustee, agrees to pay [daughter] the sum of one hundred and four thousand five hundred dollars (\$104,500.00) by certified funds.
3. [son], as Estate Trustee, shall prepare and [daughter] shall sign a direction to [law firm] to pay one third (1/3) of the net funds held in trust for the Estate of [deceased] to her.
4. Subject to these minutes of settlement, the parties agree that any assets, property, or monies currently in the hands of a party or any other person traceable to the Estate of [deceased] or the Estate of [wife of deceased] shall remain in that person's possession and there shall be no further claims by one against the other or any other party receiving from either of them for any assets, property, or monies.
5. Subject to compliance with these minutes of settlement, [son], in his personal capacity and as Estate Trustee of the Estate of [deceased], hereby releases [daughter] from any and all claims of any nature whatsoever which [son] or the Estate of [deceased] has, had, or may have arising in respect of the Estate including without limitation all issues raised or that could have been raised or that are related to these proceedings.
6. Subject to compliance with these minutes of settlement, [daughter] hereby releases [son] in his personal capacity, as Estate Trustee of the Estate of [wife of deceased], and as Estate Trustee of the Estate of [deceased] from any and all claims of any nature whatsoever which [daughter] has, had or may have arising in respect of those estates including without limitation all issues raised or that could have been raised or that are related to those estates and specifically including, but not limited to, any claim.
7. The parties agree that the intent of these minutes of settlement is to conclude all claims of and against each other whatsoever subject to the obligations in these minutes of settlement, and the parties agree not to take any action whatsoever against the other or any person or

corporation who might claim contribution or indemnity against the other party except to enforce the terms of these minutes of settlement.

8. The parties agree that they shall not instigate further investigations or claims in respect of the matters subject of these minutes nor take steps to cause or encourage others to begin investigations or bring claims in respect of the matters subject of these minutes.
9. The parties further acknowledge that this settlement is in the best interest of each party and to mitigate legal fees and is not an admission of liability on the part of any party.
10. The parties agree that the terms of these minutes of settlement shall remain confidential and shall not be disclosed to any other person or institution except for the purposes of implementing the minutes of settlement.
11. The parties agree to execute such documents as may reasonably be required in order to give full effect to the agreement in these minutes or in order to enable the administration of the estates.
12. These minutes of settlement shall be governed by the laws of the Province of Ontario, Canada.
13. These minutes of settlement and each of its provisions shall inure to the benefit of and shall be binding on the personal representatives of the parties and their heirs, beneficiaries, successors and assigns.
14. These minutes of settlement may be executed in counterpart and all counterparts taken together shall constitute one fully executed copy of the minutes of settlement. Delivery of a faxed, photocopied, or electronically scanned executed counterpart shall be deemed to be a duly executed counterpart.

