

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into as of this ___ day of April, 2016, by and among Bugs Bunny, as Curator of the Estate of Ronald O. Cohen (the “Curator” and also referred to, depending on timing, as the “Personal Representative”); R. Jones Cohen (“Jones”); Arlene Cohen (“Arlene”); Avery B. Rabbit, Jr., MD (“Rabbit”); Thomas W. Baloney (“Baloney”); Barry S. Werman, MD (“Werman”); George Coffee (“Coffee”); Pam Poier (“Poier”); Michael Sunny (“Sunny”); Patricia B. Smyth, CPA (“Smyth”); Stephen Hardwood (“Hardwood”); Jim Fisher (“Fisher”); and Kathy Softwood (“Softwood”) (collectively referred to as, the “Parties”) who are Parties and/or interested persons in the legal actions and claims pending in the Estate of Ronald O. Cohen (the “Estate”), File No. 502025CP003711XXXXNB, in the Circuit Court in and For Palm Beach County, Florida.

RECITALS

WHEREAS, Ronald O. Cohen (the “Decedent”) was found deceased on July 19, 2015, while domiciled in Palm Beach County, Florida; and

WHEREAS, the Decedent was not married and had no children at the time of his death; and

WHEREAS, the Decedent had one living parent, Jones, and one sister, Arlene, at the time of his death; and

WHEREAS, on or about April 29, 2014, the Decedent may or may not have executed a valid Last Will and Testament (the “April Will”);

WHEREAS, on or about June 24, 2014, the Decedent may or may not have executed a valid second Last Will and Testament (the “Will”), superseding the April Will notwithstanding the fact that terms of which were substantially similar; and

WHEREAS, the dispositive provisions of the Will set forth in ITEM IV provide “[the Decedent] give, bequeath, and devise to [his] number friends, see attachment [*sic*], all my property whether real, personal, or mixed, wherever located, to be theirs”; and

WHEREAS, on or about April 26, 2014, the Decedent sent an email to ten (10) of the Decedent’s friends (Rabbit, Baloney, Werman, Coffee, Poier, Sunny, Smyth, Hardwood, Fisher, and Softwood) as well as to his sister Arlene (the “Email”) requesting each’s respective address and phone number; and

WHEREAS, Rabbit, Baloney, Werman, Coffee, Poier, Sunny, Smyth, Hardwood, and Fisher (the “Johnson Clients”) are represented by F. Greg Johnson (“Johnson”), contend that the Email is evidence of the Decedent’s intent to leave his property to his friends and to his sister; and

WHEREAS, Softwood who is not represented by Johnson and is currently not represented by counsel (“Softwood”) (Tenenbuam, collectively with the Johnson Clients are hereafter referred to as the “Decedent’s Friends”); and

WHEREAS, Arlene, although the Decedent’s sister, was treated as a friend in the Email, and as such shall be included in the class of remainder beneficiaries comprising 11 individuals: the 10 Decedent’s Friends and Arlene, who collectively shall be referred to as the “Remainder Beneficiaries.”

WHEREAS, due to the circumstances of the Decedent’s death, the Palm Beach County Sheriff’s office has taken possession of the Decedent’s laptop and personal files; and

WHEREAS, the Palm Beach County Sheriff's office has made representations to the Curator that the Decedent's paper documents, AOL account and laptop have been searched and the attachment referenced in ITEM IV of the Will has not been located at this time; and

WHEREAS, Jones contends that since the attachment referenced in ITEM IV of the Will has not been located, the Estate should pass to the Decedent's heirs as an intestate estate pursuant to Florida Statutes §732.101; and

WHEREAS, if the Estate were to pass through the intestacy laws, Jones would be the sole heir under Florida Statutes §732.102(2); and

WHEREAS, the Parties (other than Arlene) attended mediation in front of Michael S. Jackson, on March 23, 2016 and agreed on all essential terms to settle their dispute by and through a certain Mediation Term Sheet, attached hereto as Exhibit A (the "Mediation Term Sheet"); and

WHEREAS, the Parties now desire to make certain modifications to the Mediation Term Sheet (i.e., the inclusion of Arlene Cohen as a beneficiary of the Estate) and agree to resolve all matters of controversy and all other matters, rights, causes, or actions against one another which are or may be pending or have accrued as of the date hereof and the parties who sign below wish to effect the closure of the Estate.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, terms, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to, the Parties hereto agree as follows:

1. Recitals Incorporated. The Parties agree that the above recitals are correct statements of the respective positions of the parties but there are factual and legal disagreements which still exist. Upon analysis and reflection of their relative positions and having received independent legal advice or having had the opportunity to have received such advice, it is expressly acknowledged by the Parties hereto, and each of them, that it is in their best interests to settle all claims which have been or could have been asserted, and to ensure enforcement of all rights with respect to the above-captioned proceedings and the Parties thereto. The undersigned signatories further represent that they have all necessary authority to enter into and consummate this Agreement, that they have had the benefit of counsel from their own independent attorneys, or consciously chosen to waive the right to counsel, that they fully understand the terms of this Agreement and having had those terms fully explained to them, shall not later allege that no meeting of the minds occurred with regard to this Agreement.

2. Terms and Conditions of Settlement. In full settlement of all claims against the Estate, the Parties hereby agree:

A. The Parties hereby agree that the Decedent will be considered to have died intestate (that is to say, that the Decedent died without a valid last will and testament) but that given the risk of litigation, that the Parties have reached a settlement within the confines of such intestacy. The June Will and the April Will are agreed to not be valid last wills and testaments and the parties do further agree that no one is aware of any other last will and testament existing nor shall they claim that any other last will and testament or other instrument is valid or in effect.

B. Jones, the Decedent's heir at law, shall be entitled to receive a distribution of \$20,000,000, a menorah and a sextant owned by the Decedent, and a certain 2013

Cadillac Escalade in satisfaction of his interest in the Estate (“Jones’s Distribution”). The menorah, the sextant and the Cadillac shall be delivered to Louis Levenson (“Levenson”), as attorney for Jones, as soon as possible (i.e. no later than April 30, 2016). Further, the Curator/Personal Representative of the Estate shall make a reasonable effort to ensure that Jones’s Distribution is received on or before August 9, 2016. The Parties agree that time is of the essence for completion of these transfers to Jones in exchange for Jones’s agreement that he shall waive every and any other claim he has against the Estate or against any of the other parties who have signed below. Any other personal property may be divided by the Remainder Beneficiaries as the Curator/Personal Representative is directed by Rabbit, and if no such direction is made, the Curator/Personal Representative may dispose of such personal property as the Curator/Personal Representative sees fit. Even in the event that this Agreement terminates for any reason or in the event that the Court does not approve this Agreement, all personal property distributed pursuant to this Agreement shall irrevocably be deemed as the property of the party to whom it is delivered (or if donated or disposed of, as such) and each party waives any rights to such personal property as well as the right to try recover such personal property.

C. The Remainder Beneficiaries will share the balance of the net proceeds of the Estate (currently projected somewhere between \$900,000 and \$1,100,000 per beneficiary). The Remainder Beneficiaries will have the responsibility through the Curator and Jeffrey Skatoff (“Skatoff”), his counsel, to file the Estate Tax Return, and from the funds that the Remainder Beneficiaries are entitled to receive, to pay all estate and income taxes due, administer and close the Estate along with assuming all risks of claims by claimants or creditors from their respective shares of the Estate, but shall have no

personal responsibility for any debts or claims of or against the Estate. Similarly, if the value of the Estate is greater than the amount projected to be received by the Remainder Beneficiaries, the Remainder Beneficiaries will share the balance of the Estate equally.

D. The Parties further agree that the Remainder Beneficiaries shall pay out of their share, being the remaining balance of the real and personal property of the Estate after distribution of the sum of \$20,000,000 as set forth in B. above, their own attorneys' fees, the cost of mediation and \$35,000 of Levenson's fees. These fees to Levenson were related to the initial investigations and inquiries of Jones to determine Jones's wishes as requested by Rabbit and Skatoff. All other legal fees, including fees of Levenson in excess of \$35,000 as well as all other lawyers who are representing the Parties, other than the Decedent's Friends and the Curator/Personal Representative, in the Estate litigation will be paid directly from their clients pursuant to whatever separate agreements each law firm or lawyer has with his or its clients including the costs associated with same.

E. Arlene shall receive an Estate share equal to that of the Decedent's Friends. Furthermore, Arlene may receive funds as if Jones predeceased the Decedent pursuant to a validly filed disclaimer by Jones (see copy of filed disclaimer attached as Exhibit "B"). To the extent that Arlene receives any distribution as a result of Jones's disclaimer, she shall be bound to the terms and conditions of this agreement in the same manner as Jones (above and beyond the extent to which she would otherwise be bound as a Party hereto). Jones also agrees that once the \$20,000,000 payment has been made to his counsel Louis Levenson (via his escrow account) and after the tangible personal property has been received and transferred, Jones shall no longer be an interested person for purposes of continuing Estate administration.

F. It is also understood and agreed, (as referenced above by the Exhibit “B”) that Levenson has obtained and filed a tax disclaimer in a form that is intended to be acceptable to the Internal Revenue Service and the laws of the state of Florida on behalf of Jones, which disclaimer has been signed and filed with the Court as required before April 19th, disclaiming some or all of the net amounts that are to be received by Jones as sole heir at law of the Decedent under this Agreement. This disclaimer is intended to and shall have the effect of treating Jones as predeceasing the Decedent for the purpose of the amounts disclaimed. It is understood such a disclaimer has been signed by Jones for the purpose of the Florida Probate Court recognizing that the disclaimed amount is to ultimately pass as specified below, to the other surviving heir of the Decedent (Arlene) as if Jones had predeceased the Decedent.

G. All funds that are to be paid to or for the benefit of Jones (even if disclaimed by Jones) pursuant to this Agreement, including any disclaimed amounts, will be delivered by the Curator/Personal Representative in the lump sum amount of \$20,000,000 (twenty million dollars) to Levenson’s Trust or Escrow account in Atlanta, Georgia after which time the amounts that are due for Jones’s legal fees will be deducted leaving a net amount due to Jones of \$5,450,000. The remaining balance in escrow will be the amounts disclaimed by Jones and such remaining amounts will be paid to or on behalf of Arlene by Levenson upon written direction of Arlene. With respect to the \$5,450,000 otherwise due Jones, Levenson shall hold back \$1,100,000 of the \$5,450,000 in his Trust Account in escrow. When the Remainder Beneficiaries receive a distribution from the Estate, Levenson shall remit from escrow to the Curator/Personal Representative an amount equal to one-eleventh of the amount distributed within 10 days after receipt of written demand

from the Curator/Personal Representative, and the Curator/Personal Representative shall distribute such remittance equally among the Decedent's Friends. The Curator/Personal Representative shall notify Levenson when the Curator/Personal Representative reasonably believes that there are no more distributions to be made to the Remainder Beneficiaries, at which time Levenson shall remit to Jones any remaining amount of the \$1,100,000 that was being held back in escrow. Jones shall have no liability in the event that one-eleventh of the amount distributed to the Remainder Beneficiaries exceeds \$1,100,000.

H. As of February 19, 2016, the reported value of the liquid holdings of the Estate is \$44,636,508. The Curator and Skatoff do not make any representations as to the values of any other assets, such as the houses, any collectible items or the boats. Additionally, they cannot make any representations as to what assets the Palm Beach County Sheriff's office may or may not have, nor can they make representations about assets that have not been uncovered.

I. The Parties agree that the Florida homestead property, as well as all other property, shall inure to the ultimate benefit of the Remainder Beneficiaries, and as such, Jones shall sign any and all documents necessary to transfer the Florida homestead, and shall sign for any other property that the Curator/Personal Representative shall require of Jones to effectuate such transfers. Further, the Curator/Personal Representative may sell the Florida homestead property and retain the proceeds in escrow from such sale prior to Court approval of this Agreement, and if appropriate, without Court approval relative to such sale. Additionally, the Curator may expend funds necessary, not to exceed \$10,000 to place the Florida homestead property in proper repair for sale. In the event that the cost

of repairs proposed exceeds \$10,000 then the Curator/Personal Representative must obtain Avery's consent on behalf of (and which shall bind) the Remainder Beneficiaries.

Jones shall execute deeds to the Florida homestead property and the Georgia property, as set forth as Exhibit C and Exhibit D. He shall deliver such deeds to the Curator with the return of this Agreement, as a condition of being bound by the terms of this Agreement. Jones' execution of such deeds shall not relieve him of the obligation to execute any additional documents necessary for the Curator/Personal Representative to convey marketable title.

Arlene shall execute a deed to the Florida homestead property, as set forth as Exhibit E. She shall deliver such deed to the Curator with the return of this Agreement, as a condition of being bound by the terms of this Agreement. Arlene's execution of such deed shall not relieve her of the obligation to execute any additional documents necessary for the Curator/Personal Representative to convey marketable title.

J. The Parties agree and consent to the Court entering the Order and issuing Letters of Administration designating the Curator as the Personal Representative of the Estate. Thus, for purposes of this Agreement, the term Curator and Personal Representative are used interchangeably as the Parties cannot be certain whether actions will be taking by Bugs Bunny in his role as Curator or Personal Representative. Notwithstanding the foregoing, any approval, power or consent given to the Curator under this Agreement shall be construed broadly and shall inure to Bugs Bunny in his role as either Curator or Personal Representative. The Parties grant the Curator (and Personal Representative) the broadest powers possible to deal with and dispose of any asset of the Estate. Further, the Parties agree and anticipate that the Personal Representative will cause

a substantial distribution to be made to the Remainder Beneficiaries consistent with the provisions of 3.B. below as well as further distributions in the discretion of the Personal Representative.

3. Court Approval. This Agreement shall require and is contingent on Court approval but that Jones (or Levenson on his behalf) has filed the disclaimer discussed in 2. above prior to a final approval of the Court of this Agreement. This Agreement does not reflect any alteration of Jones's (or any other Party's) position as set forth in Jones's Petition for Intestacy and further does not waive Jones's (and the Parties mutual) requirement that this Agreement be approved by the Court. If this Agreement is not approved by the Court, then each Party shall be entitled to claim and return to the positions they maintained prior to the execution of this Agreement. The Parties agree and acknowledge that counsel for the Curator will present this Agreement to the Court for ratification, and all Parties hereby waive appearing at said hearing and consent to an entry of an Order ratifying this Agreement.

A. In order to provide adequate notice of this Agreement, the Curator shall follow the provisions of Florida Statute Section 49.011 et seq. Once the pleading advising that a settlement has been reached has been filed with the Palm Beach County Clerk of Court's office (the "Clerk"), the Clerk's office has 60 days to publish, and any possible unknown persons would then have 60 days within which to object. Following such notice period, the parties may elect to have a hearing to approve this Agreement at a uniform motion calendar hearing if there are no objections filed.

B. Consistent with and subject to the notice requirements set forth in 3.A. above, the Curator/Personal Representative will make its reasonable and best efforts to make the

Jones Distribution as well as an initial distribution to the Remainder Beneficiaries within 125 days of the Agreement being signed by Parties.

C. If the Court does not approve the terms of this Agreement for any reason, then this Agreement shall be a nullity.

4. Releases. Except for the obligations, requirements and duties expressly set forth herein, each Party hereto expressly releases, all other Parties, both individually and in any fiduciary or representative capacity, their families, heirs and assigns, and their attorneys of record, from and of all matter of action and actions, cause and causes of action, claims and demands whatsoever, in law or in equity, by whatever name, kind or nature, specifically including all matters related to all matters and pending lawsuits identified herein which such Party ever had, now has, or which such Party or any personal representative, successors, heirs or assigns of any of them, hereafter, can, shall or may have, against the other Party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, specifically, including, but not limited to, any and all claims and defenses which were or could have been asserted by the Parties in connection with the communications and negotiations culminating in this Agreement.

5. Survival of Warranties. All representations, warranties and stipulations in this Agreement, from this date forward, and agreed to between the Parties, shall survive the Effective Date and the performance of the transactions described herein.

6. Entire Agreement. This Agreement constitutes the entire and final agreement among the Parties, and there are no agreements, understandings, warranties or representations among the Parties except as set forth herein.

7. Binding Effect. This Agreement will inure to the benefit of and bind the Parties and their respective heirs, personal representatives, successors and permitted assigns of the Parties hereto.

8. Governing Law and Venue. This Agreement will be interpreted and construed under the laws of the State of Florida, regardless of the domicile of any Party, and will be deemed for such purposes to have been made, executed and performed in Palm Beach County, Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, will be decided by proceedings instituted and litigated in Palm Beach County, Florida. In the event of a dispute concerning the validity, interpretation, or enforcement hereof, the prevailing Party shall be entitled to his or her reasonable legal fees and costs to be paid by the other Party.

9. Cooperation and Best Efforts. Prior to and at all times following the Effective Date, the Parties hereto agree to execute and deliver, or to cause to be executed and delivered, such documents and to do, or cause to be done, such other acts and things as may be reasonably requested by one another to assure that the Parties realize the benefits of this Agreement consistent with its terms and conditions. The Parties agree to act in good faith and with their best efforts towards each other.

10. Amendment. Neither this Agreement nor any of the provisions contained herein can be changed, waived, discharged or terminated, except by an instrument in writing signed by the Party hereto against whom enforcement of the change, waiver, discharge or termination is sought.

11. No Admission of Liability. It is understood among the Parties that this Agreement and the execution thereof does not constitute an admission of any wrongful, unethical, or unlawful conduct by any of the Parties in this matter or in any other matter.

12. Joint Agreement. It is understood that this Agreement was negotiated and prepared by counsel for the Parties litigating the matter in the Probate Court as a combined effort to meet their clients' desires and needs, as well as to protect the interests of all other interested persons. Arlene understands that she is not represented by legal counsel but has agreed to the within and foregoing after having had the opportunity to obtain legal counsel. This Agreement shall be interpreted without regard to any presumption or rule requiring interpretation against the drafter or the Party causing this Agreement, or any part or provision thereof, or any Exhibit thereto, or any instrument or judgment thereunder, to be drafted, prepared or revised. Further, the Parties agree that Michael S. Jackson, as Mediator, has initially drafted this document on behalf of the Parties for review and approval by their counsel and that neither Michael S. Jackson, Andrew R. Swinton nor Swinton, Jackson, Baseman & Brown, LLP have provided advice or counsel to any Party hereto or to Arlene and that no Party, including Arlene, shall have any right to claim representation or bring any action against Michael S. Jackson, Andrew R. Swinton nor Swinton, Jackson, Baseman & Brown, LLP.

13. Attorney's Fees. Subject to Section 2 of this Agreement above, each Party shall bear and pay his or her own legal fees incurred and/or paid to date and said fees shall not be borne by the Estate. In any proceeding to enforce or concerning this Agreement, after approval by the Court, in addition to any other relief that the prevailing Party may be entitled to, the prevailing Party shall be entitled to recover their reasonable attorney's fees and costs incurred at the trial and

appellate levels, including, but not limited to, any attorney's fees and costs incurred in litigating the entitlement to and amount of such attorney's fees and costs.

14. Severability of Provisions. The Parties agree that this Agreement must be approved in its entirety by the Court. If, subsequent to Court approval, any provision of this Agreement is not fulfilled, then the Parties shall be entitled to enforce such provisions as set forth in this Agreement. However, unless ruled upon by the Court, if any provision of the Agreement or any part of any provision of the Agreement is found to be invalid such finding shall not affect the validity of any other provision(s) or part(s) of the Agreement.

15. Consultation with Counsel and Release of Liability. The Parties hereto acknowledge that they have had the opportunity to consult with counsel of their choice before agreeing to this Agreement. The Parties further acknowledge that they have fully read, understand and voluntarily and knowingly entered into this Agreement after having read and understood and/or having been advised of the terms, conditions, effect and legal consequences hereof. Each Party hereby discharges and releases their counsel from any liability and advising such Party to enter into this Agreement.

16. Authority. The Parties represent and warrant that the person executing this Agreement on their behalf is duly authorized by each of them to do so.

17. Counterparts. This Agreement shall be executed with the signatures by all the persons below and further that each shall initial each page of this agreement..

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT
BLANK. SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

EXECUTED, on the dates hereafter specified (by the Parties indicated in their individual and all applicable fiduciary capacities):

BUGS BUNNY, as Curator of the Estate of Ronald Oliver Cohen, MD Date: _____

JEFFREY H. SKATOFF, ESQ., Attorney for Bugs Bunny Date: _____

F. GREGORY JOHNSON, Attorney for the Decedent's Friends Date: _____

LOUIS LEVENSON, Attorney for R. Jones Cohen Date: _____

R. JONES COHEN, individually Date: _____

ARLENE COHEN, individually Date: _____

AVERY B. RABBIT, JR., MD, individually Date: _____

THOMAS W. BALONEY, individually Date: _____

BARRY S. WERMAN, MD, individually Date: _____

GEORGE COFFEE, individually Date: _____

PAM POIER, individually Date: _____

MICHAEL SUNNY, individually Date: _____

PATRICIA B. SMYTH, individually Date: _____

_____ Date: _____
STEPHEN HARDWOOD, individually

_____ Date: _____
JIM FISHER, individually

_____ Date: _____
KATHY SOFTWOOD, individually

