

STATE OF NEW YORK
SURROGATE'S COURT : COUNTY OF ERIE

In the Matter of the Estate
of

CHARLES W. MATIE,

Deceased.

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SURROGATE'S OFFICE
ERIE COUNTY, N.Y.

STIPULATION OF
SETTLEMENT AND
AGREEMENT

File No.: 2010-2047

WHEREAS, Paul E. Rudnicki, Esq. on behalf of the Estate of Charles W. Matie and Fiorella & Schwind, LLP, Peter J. Fiorella, III, of Counsel, as co-counsel on behalf of the Estate of Charles W. Matie, and their client the Preliminary Executor, Tracy Kinn ("Proponent"), respectively, wishes to enter into a Stipulation of Settlement; and

WHEREAS, Jaeckle Fleischmann & Mugel, LLP, Dennis K. Schaeffer, Esq. of Counsel, on behalf of their clients, Betty M. Hojnowski, Raymond T. Matie (a/k/a Terry Matie), Michael J. Nagurney, Shannon Pellerite and Joseph Matie ("Contestants"), the heirs-at-law of Charles W. Matie, wishes to enter into a Stipulation of Settlement; and

WHEREAS, Charles W. Matie ("Decedent") died on May 18, 2010, having left a Last Will and Testament dated June 23, 2008 ("Will"), wherein Decedent nominated Proponent as Executor and bequeathed his entire residuary estate to her, respectively; and

WHEREAS, a Petition for Probate of said Will and an Application for Preliminary Letters Testamentary of the Estate of Charles W. Matie by Proponent dated May 25, 2010, respectively, was filed with the Erie County Surrogate's Court; and

WHEREAS, Preliminary Letters Testamentary without bond having been duly issued to Proponent out of Erie County Surrogate's Court on June 22, 2010; and

WHEREAS, Citation for probate was duly issued out of Erie County Surrogate's Court naming all necessary parties including Contestants; and

WHEREAS, jurisdiction having been completed by service over all necessary parties and Contestants; and

WHEREAS, an Examination of the Witnesses and Attorney Draftsman pursuant to SCPA 1404 having been conducted by counsel for Contestants on September 30, 2010; and

WHEREAS, Objections to Probate dated January 28, 2011 to the probate of the Will having been filed by Contestants; and

WHEREAS, issue having been joined accordingly; and

WHEREAS, Proponent, as Preliminary Executor of the Estate of Charles W. Matie, and Contestants, as distributees of Decedent, respectively, seek to settle and resolve the disputes concerning the Estate of Charles W. Matie; and

WHEREAS, the undersigned are in agreement that all proceedings for the Estate of Charles W. Matie should be now be settled.

NOW THEREFORE, the undersigned parties, to wit: Tracy Kinn and Betty M. Hojnowski, Raymond T. Matie, Michael J. Nagurney, Shannon Pellerite and Joseph Matie; and their respective attorneys, set forth their agreement to bind a settlement on behalf of Estate of Charles W. Matie, respectively, hereby stipulate, agree and consent to the following:

FIRST: Proponent will pay the aggregate sum of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) in consideration of Contestants each executing General Releases, Waivers of Process and Consents to the probate of the Will and appointment of Proponent as the Executor to serve without bond, and Withdrawal of Objections to Probate by Jaeckle, Fleischmann & Mugel, LLP, Dennis K. Schaeffer, Esq. of Counsel, on their behalf, respectively.

SECOND: Proponent will deliver Twenty-Five Thousand Dollars and No Cents (\$25,000.00) by official bank or cashier's check, money orders by a bank or government agency issued in New York State or by other certified funds payable to Dennis K. Schaeffer, Esq., as attorney for Contestants, and deliver same to: Jaeckle, Fleischmann & Mugel, LLP, Dennis K. Schaeffer, Esq., 12 Fountain Plaza, Suite 800, Buffalo, NY 14202.

THIRD: The parties hereto acknowledge that they are entering into this Stipulation of Settlement and Agreement freely and voluntarily, that they have ascertained and weighed all of the facts and circumstances likely to influence their judgment herein; that they have been duly apprised of their respective legal rights; that all of the provisions herein, as well as all questions pertinent thereto, have been fully and satisfactorily explained to them by legal counsel; that they have given due consideration to all of the provisions and questions; and that they clearly understand and assent to all of the provisions hereof.

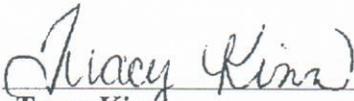
FOURTH: Subject to the provisions of this Stipulation of Settlement and Agreement, each party by their respective General Releases has remised, released and forever discharged each other, respectively, and by their presents does for themselves and their legal heirs, legal representatives, executors, administrators and assigns, remise, release and forever discharge the other of and from all cause or causes of action, claims, rights, or demands whatsoever, in law or in equity, which each party hereto ever had or now has against the other.

FIFTH: The parties hereby consent that they have an obligation to cooperate in order to carry out the terms of this Stipulation of Settlement and Agreement and agree that they shall, at any time and from time to time, execute and deliver any and all other instruments and papers, if needed, that the other party may reasonably require to effectuate the terms of this Stipulation of Settlement and Agreement.

SIXTH: No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by the parties. No waiver or any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

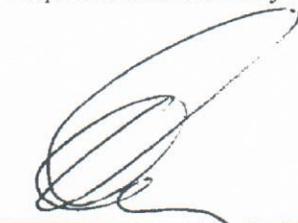
SEVENTH: The within Stipulation of Settlement and Agreement may be signed in counterpart by each and every one of the attorneys and parties.

SO STIPULATED AS OF MAY 10, 2011.



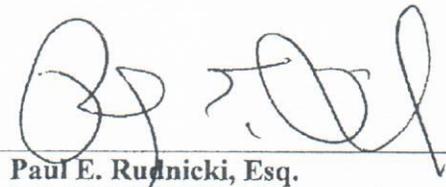
Tracy Kinn
Proponent and Residuary Legatee

Betty M. Hojnowski
Contestant



Peter J. Fiorella, III, Esq.
FIORELLA & SCHWIND, LLP
Attorneys for the Proponent Tracy Kinn

Raymond T. Matie a/k/a Terry Matie
Contestant



Paul E. Rudnicki, Esq.
ATTORNEY AT LAW
Attorney for the Estate of Charles W. Matie

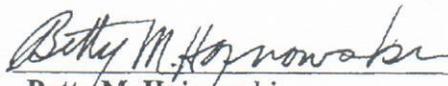
Michael J. Nagurney
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Proponent and Residuary Legatee


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Contestant

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FIORELLA & SCHWIND, LLP
Attorneys for the Proponent Tracy Kinn

Raymond T. Matie a/k/a Terry Matie
Contestant

Paul E. Rudnicki, Esq.
ATTORNEY AT LAW
Attorney for the Estate of Charles W. Matie

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Contestant

Paul E. Rudnicki, Esq.
ATTORNEY AT LAW
Attorney for the Estate of Charles W. Matie

Michael J. Nagurney
Michael J. Nagurney
Contestant

Shannon Pellerite

Shannon Pellerite
Contestant

Joseph Matie
Contestant

Dennis K. Schaeffer, Esq.
JAECKLE FLEISCHMANN & MUGEL, LLP
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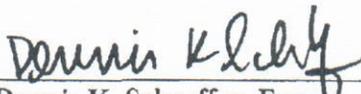
Joseph Matie

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Contestant

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Attorneys for Contestants Betty M.
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J. Nagurney, Shannon Pellerite and
Joseph Matie

STATE OF NEW YORK
SURROGATE'S COURT: COUNTY OF ERIE

PROBATE PROCEEDING
WILL OF CHARLES W. MATIE

a/k/a _____

Deceased. _____

WAIVER OF PROCESS:
CONSENT TO PROBATE

File No. 2010 - 2047

To the Surrogate's Court, County of Erie

The undersigned, being of full age and sound mind, residing at the address written below and interested in this proceeding as set forth in paragraph 6a of the petition, hereby waives the issuance and service of citation, in this matter and consents that the court admit to probate the decedent's Last Will and Testament dated June 23 2008 (and codicils, if any, dated - none -), a copy of each of which testamentary instrument had been received by me, and that

Letters Testamentary issue to Tracy Kinn

Letters if Trusteeship issue to _____
of the following trusts: _____

6/7/11
Date

Betty M. Hojnowski
Signature

Betty M. Hojnowski
Print Name

Street Address

Town/State/Zip

Sister
Relationship

STATE OF NEW YORK
COUNTY OF _____ ss.:

On _____, 20____, before me personally appeared Betty M. Hojnowski

Betty M. Hojnowski

to me known and known to me to be the person described in and who executed the foregoing waiver and consent and duly acknowledged the execution thereof.

- Please see attachment
Lizeth Peret
Notary Public

Notary Public
Commission Expires:
(Affix Notary Stamp or Seal)

Name of Attorney: Paul E. Rudnicki, Esq. Tel No.: (716) 675-1212

Address of Attorney: Attorney at Law, 395 Reserve Road, P.O. Box 525, West Seneca, New York 14224

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