

## RELEASE AND INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DeOrr Vernal Kunz, personally and as heir to the estate of Dennis DeOrr Kunz and on behalf of the Estate of Dennis DeOrr Kunz, being of lawful age, for the sole consideration of Releasees' waiver of their right to recover costs and attorney fees in the below described litigation, along with other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby and for his heirs, executors, administrators, agents, employees, representatives, successors, insurers and assigns, release, acquit and forever discharge Philip R. Klein, Klein Investigations and Consulting, Klein Investments, Inc., HILG Service Company and their heirs, executors, agents, employees, representatives, successors, insurers, indemnitors and assigns, and any person or persons acting for, by or through them, (collectively "Releasees"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expense and compensation whatsoever which the undersigned now has or which may hereafter accrue on account of, or in any way grow out of, any and all known and unknown, foreseen and unforeseen bodily or personal injuries or property or other damage, regardless of type or form, and/or any consequences thereof, arising from or related in any way to the alleged breaches of contract, casualties or events which form the subject matter of undersigned's Complaint in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, Case No. CV-2017-6338 including, but not limited to, any matters related to, or arising in any way from, the disappearance of DeOrr Vernal Kunz, Jr., Releasees' investigation thereof, or Releasees' actions or interactions with the undersigned, members of the public or the media, concerning the disappearance or their investigation thereof, (collectively "Released Claims"). The undersigned hereby acknowledges that the above release includes any rights of appeal in, arising from or related in any way to Bonneville County Case No. CV-2017-6338.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the consideration provided herein is not to be construed as an admission of liability on the part of Releasees, and that said Releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned hereby declares and represents that the injuries or damages sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release it is understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries or damages, and liability therefor, and it is made without reliance upon any statement or representation of the parties released or their representatives or by any physician, surgeon or other professional, individual or entity employed by them.

The undersigned further warrants and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and

that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital. The undersigned also warrants and represents that no probate proceeding for the estate of Dennis DeOrr Kunz has been established but that, in the event such a proceeding is opened, he will seek appointment as the personal representative for such estate and ratify this Release on behalf of such estate, or seek such ratification in the event he is not appointed as personal representative of the estate. In the event the undersigned is unable to fulfill either of the two preceding conditions and the estate seeks recovery for a claim, action or cause of action from any of Releasees, the undersigned expressly acknowledges and agrees that such claim, action or cause of action shall fall within his below described obligation to defend, indemnify and hold Releasees harmless.

Upon execution of this Release by the undersigned, Releasees will advise the Court in Case No. CV-2017-6338 in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, that Releasees are withdrawing their request for costs and attorney fees.

The undersigned agrees to defend, save harmless and indemnify Releasees, their representatives, agents, employees, servants, insurers and all persons acting for, by or through, or in any way on behalf of said Releasees, from any lawsuit, claim, demand or action arising, to arise or which may arise out of or be related in any way to any Released Claim.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT AND HAS DISCUSSED AND HAS DISCUSSED AND RECEIVED ANY AND ALL LEGAL ADVICE AS REQUESTED REGARDING THE CONSEQUENCES OF EXECUTING THIS RELEASE, FROM HIS ATTORNEY ALLEN H. BROWNING, BROWNING LAW AND ANY OTHER INDIVIDUAL FROM WHOM HE HAS SOUGHT ADVICE.

Signed:

  
DeOrr Vernal Kunz

APPROVED AS TO FORM BY:

BROWNING LAW

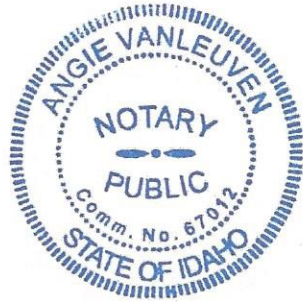
By [Signature]  
Allen H. Browning, Of the Firm  
Attorneys for Plaintiff

STATE OF Idaho )  
County of Bonneville :SS

On this 25 day of October, 2019, before me, a Notary Public for the State of Idaho, personally appeared **DeOrr Vernal Kunz**, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)



AVanLeuven  
Notary Public for Browning law  
Residing at Idaho Falls, Idaho  
Commission expires January 25, 2022