

AGREEMENT AMONG INTERESTED PARTIES PURSUANT TO F.S. 733.815

WHEREAS, Decedent, Benjamin F. Dickerson, ("Decedent") left a Last Will and Testament by which all of his estate was devised to the Benjamin F. Dickerson Living Trust, dated January 24, 2001 ("Trust");

WHEREAS, Carole Decelle ("P.R.") is Personal Representative of Decedent's Estate;

WHEREAS, Betty Jackson ("Trustee") is the successor trustee of the Trust;

WHEREAS, Dorothy Degnan ("Degnan") is the surviving spouse of the Decedent and, as such, has elected to take the Elective Share of Decedent's Estate and Decedent's homestead property;

WHEREAS, the Trust devises Decedent's interest in his radio station in Starke, Florida, including the station license, the shares of Dickerson Broadcasting, Inc. and the real estate where the station is located to Charles Kramer ("Mr. Kramer");

WHEREAS, Mr. Kramer has submitted a claim to the radio station against the Estate and the P.R. has filed an objection to the claim;

WHEREAS, Mary Kramer ("Ms. Kramer") has asserted a claim to be the surviving beneficiary of an account with Decedent in account 1077809 at Community State Bank ("the Account");

WHEREAS, the P.R. denies the Account was a joint account and asserts that the Account is included in Decedent's Estate;

WHEREAS, all parties agree that Decedent intended Mr. Kramer to receive the radio station on Decedent's death;

WHEREAS, there are sufficient assets in the Estate to transfer the radio station to Mr. Kramer and have sufficient assets to satisfy all claims against and expenses of the estate and to provide Degnan her statutory elective share and Decedent's homestead property;

WHEREAS, the parties to this Agreement are all the interested parties in Decedent's Estate;

WHEREAS, all parties desire to avoid the expense and delay associated with disputes over the assets of the Estate;

Therefore, in accordance with *Fla. Stat.*, §733.815, IT IS AGREED:

1. The P.R. shall transfer Decedent's radio station in Starke, Florida, including the station license, the shares of Dickerson Broadcasting, Inc. and the real estate where the station is located to Mr. Kramer. The P.R., Trustee, and Degnan agree to execute all documents necessary to effectuate the transfer.
2. Except for the obligations contained in this Agreement, Mr. Kramer releases the Estate, the Trust, the P.R., the Trustee, and Degnan from any and all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, suits, debts, demands and benefits of whatever character, at law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever now existing, based on any act or omission, event, occurrence, or non-occurrence, from the beginning of time until the effective date of this Agreement.
3. Except for the obligations contained in this Agreement, Ms. Kramer releases the Estate, the Trust, the P.R., the Trustee, and Degnan from any and all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, suits,

debts, demands and benefits of whatever character, at law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever now existing, based on any act or omission, event, occurrence, or non-occurrence, from the beginning of time until the effective date of this Agreement including, but not limited to any claim to account 1077809 at Community State Bank which shall be included in the Estate. Ms. Kramer agrees to sign any documents necessary to permit lifting of the Court Order freezing the Account and transfer of the funds in the account to the Estate. This Agreement shall constitute a Stipulation to entry of an Order lifting the freeze on account 1077809 at Community State Bank and transfer of that account to the Estate.

4. All parties agree Degnan is entitled to Decedent's homestead real property, \$18,000.00 Family Allowance, Exempt Property consisting of household furnishings, fixtures and appliances located in Decedent's Homestead real estate and two motor vehicles described as follows: 2002 Corvette automobile and a Harley Davidson motorcycle, in addition to \$488,621.00 in cash. On receipt of full payment Degnan shall execute the form attached as Ex. A to this Agreement and shall file a Voluntary Dismissal/Notice of Withdrawal of her Petition to Take Elective Share.
5. This Agreement shall constitute a stipulation to entry of an order for Exempt Property, directing distribution to Degnan of the household goods plus the Corvette and Harley Davidson identified in paragraph 4, above.
6. All remaining assets of the Estate shall be distributed to the Trust, to be distributed in accordance with its terms.

7. Except for the obligations contained in this Agreement, the P.R. and Degnan release the Trustee from any and all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, suits, debts, demands and benefits of whatever character, at law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever now existing, based on any act or omission, event, occurrence, or non-occurrence, from the beginning of time until the effective date of this Agreement.
8. Except for the obligations contained in this Agreement, the P.R., the Trustee, and Degnan release Mr. Kramer and Ms. Kramer from any and all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, suits, debts, demands and benefits of whatever character, at law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever now existing, based on any act or omission, event, occurrence, or non-occurrence, from the beginning of time until the effective date of this Agreement.
9. Each party acknowledges that except as expressly set forth herein, no representations of any kind or character have been made by any other party or parties, agents, representatives, or attorneys, to induce the execution of this Agreement.
10. None of the Parties has made any representation as to the tax or accounting consequences arising out of the execution of this agreement and each party will look to its own tax advisors to determine the extent of any financial liability that may accrue to any of them by virtue of this agreement.
11. This Agreement constitutes a single integrated contract expressing the entire agreement of the Parties hereto. There is no other agreement or understanding, written or oral,

expressed or implied, among the parties hereto concerning the subject matter hereof,
except as set forth in this Agreement.


12. Language of all parts of this Agreement shall be construed as a whole according to its fair meaning. The Parties agree that this Agreement is the product of joint authorship, and in the event of any ambiguity, the Agreement shall not be construed against any party.
13. The parties agree that executed copies of this Agreement shall be valid and binding in the event the original executed Agreements are missing, and that this Agreement may be signed in Counterpart.
14. This Agreement shall be governed and interpreted in accordance with applicable federal laws and applicable laws of the State of Florida, without regard to any conflict of laws provision.
15. If it becomes necessary for any Party to seek legal counsel to enforce this Agreement the prevailing Party shall be entitled to recover its costs, including reasonable attorneys' fees, incurred.
16. The parties agree this Agreement shall submitted to the Court as a stipulation as to the matters addressed to enable the parties to obtain orders of the Court *ex parte* to effectuate the terms of this Agreement.

Carole Decelle,

Betty Jackson,

Personal Representative

Trustee


Date: 3/24/2020

Date: _____

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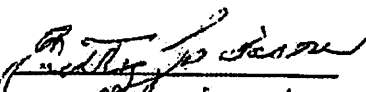
Carole Decelle,

Betty Jackson,

Personal Representative

Trustee

Date: _____


Date: March 24, 2020

Dorothy Degnan

Dorothy Degnan
Date: 3-27-20

Charles Kramer

Date: _____

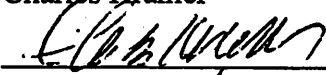
Mary Kramer

Date: _____

Dorothy Degnan


Date: _____

Charles Kramer



Date: 3/19/2020

Mary Kramer



Date: 3/19/2020