

IN THE CIRCUIT COURT IN AND FOR BROWARD COUNTY, FLORIDA

In Re: Estate of

PROBATE DIVISION

XXXXXXXXXX

File No. : CP-XXXXX

Deceased.

\_\_\_\_\_ /

**AGREEMENT REGARDING DISTRIBUTION**

The undersigned, being beneficiaries of the estate of XXXXXXXXX, deceased, and the personal representative of the estate, all sui juris, in consideration of the mutual promises contained herein, agree as follows:

1. This agreement is made pursuant to F.S. 733.815 and is subject to the rights of the creditors of the decedent and taxing authorities.
2. The undersigned constitute all those affected by this agreement.
3. The will of the decedent, dated February 8, 1988 and admitted to probate by the 17th Judicial Circuit Court on XXXXXXXXX, as it concerns distribution of the decedent's estate to the beneficiaries, provides that each beneficiary shall receive an equal distribution from the estate.
4. In place of the distribution described in paragraph 3, XXXXXXXXX shall receive and accept the sum of \$\_\_\_\_\_ from the decedent's estate as his complete distribution from it and the remaining beneficiaries shall receive and accept the sum of \$\_\_\_\_\_ as their complete distribution from it.
5. The personal representative shall make distribution from the decedent's estate as described in paragraph 4.
6. This Agreement constitutes and represents the entire Agreement between the parties hereto and supersedes any prior understandings or agreements, written or oral, between the parties hereto respecting the subject matter herein. This Agreement may only be amended by an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, subject, however, to the limitations contained herein.
7. The personal representative is entitled to rely absolutely on the terms of this agreement and shall be protected and held harmless by the beneficiaries to the extent of their interests

in the decedent's estate from any and all liability resulting directly or indirectly from distribution to the beneficiaries as provided in paragraph 4.

8. In connection with any litigation arising out of this agreement between the parties, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees for services rendered in connection with such litigation, including appellate proceedings and post-judgments proceedings.

9. This Agreement shall be governed by the laws of the State of Florida and the parties hereto agree that if any litigation arises out of this agreement jurisdiction and venue shall be in Broward County, Florida.

10. All parties hereto expressly acknowledge reading, understanding and receiving a copy of this agreement.

11. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be prohibited or invalid, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

**A FACSIMILE COPY OF THIS AGREEMENT AND ANY SIGNATURES SHALL BE CONSIDERED FOR ALL PURPOSES AS ORIGINALS**

The parties acknowledged this agreement this \_\_\_th day of July, 20\_\_.

\_\_\_\_\_  
XXXXXX

\_\_\_\_\_  
XXXXXXXX

\_\_\_\_\_  
XXXXXX

\_\_\_\_\_  
XXXXXXXX