

July 24, 2025

Dear Gary and Gordy:

I apologize for taking so long to give the Derrick children's proposal for the settlement of Beverly's estate. I found my copy of my dad's will and accompanying contract signed by both Charles W. Derrick Sr. and Beverly J. Derrick on the same date, October 9, 1985, copies of which I have included as attachments to this email. Upon reading the contract the Derrick children needed to get legal opinion on its contents, which accounts for the lag in our response to you.

My dad's will in section 3 shows at his passing, except for personal property and family heirlooms, that the remainder of his estate is to be passed into the care of his wife Beverly. This affirms what the Derrick children stated in our joint family teams meeting, that the Derrick children received no monetary inheritance upon our father's death and that was to be settled after the event of Beverly's passing.

Section 5 of my dad's will states that his will was made pursuant to and in accordance with the terms of a contract between his wife Beverly J. Derrick and himself and a copy which was attached to his will at the time of notarization. According to the legal advice that the Derricks received, section 2 of the binding contract clearly states that each party to the contract agrees that he or she will not make a will or disposition of property, which would conflict with or vary or alter the terms of this contract. This means according to the contract your mother signed, that upon her death, all of her assets were to remain part of her estate to be divided according to the will and contract stipulations.

The contract Beverly Derrick signed on October 9, 1985 is specific as to how assets would be divided among the surviving children:

\$100,000 divided equally between the Derrick children and

\$40,000 divided equally between the Pitman children

and the rest and remainder shall be divided equally among the Derrick and Pitman children.

According to information provided by Gary, Beverly's estimated assets in her estate at the time of her death are as follows. The actual asset values would need to be confirmed and of course the value of the Coop, as stated below, is a best guess.

Bremer Checking Account: ~\$35,000 Gary joint tenant

Bremer CD's and money market acct: ~\$40,000 Gary beneficiary

Jackson Annuity: ~\$78,000 Gary & Gordy beneficiaries

RBC IRA: ~\$12,600 Gary & Gordy beneficiaries

RBC Other: ~\$142 Gary & Gordy beneficiaries

Applewood Coop: est. \$300,000 Gary & Gordy beneficiaries

Life Insurance: Unknown

Furniture, clothing, jewelry, other belongings: Unknown

Total estimated Estate Assets: ~\$465,700

The Derrick children are proposing a 50/50 split of all of Beverly's assets. For example, if the actual value of her estate was \$465,700, then we are proposing it be dispersed as follows:

Derrick Children: \$232,850

Pittman Children: \$232,850 + furniture, jewelry, etc.

Each Derrick child gets \$58,212. Each Pittman child gets \$116,425.

Estate settlement costs shared 50:50

I know the Pitmans will need some time to absorb all this and possible legal consultation, so I am asking for your response within 2 weeks of receipt of this proposal.

Thank you,

Chuck Derrick

cderrickak@gmail.com

Ph. 907-378-5527