

**IN THE COURT OF COMMON PLEAS  
OF MONTGOMERY COUNTY, PENNSYLVANIA  
ORPHANS' COURT DIVISION**

**ROW NO. 2019-X1234**

**ESTATE OF JANE DOE, DECEASED**

**APPROVAL, WAIVER, RECEIPT, RELEASE  
AND INDEMNIFICATION AGREEMENT**

This Agreement is entered into between JOHN DOE, as Executor of the Estate of Jane Doe, and JOHN DOE, MICHAEL DOE, ANDREW DOE, MARY DOE, and ASHLEY DOE as residuary beneficiaries of the Estate, and is intended to act as a Family Settlement Agreement among the undersigned Executor and beneficiaries in the above Estate.

**Background of this Agreement:**

1. Jane Doe (“**Jane**”) died on June 1, 2017. Prior to her death, Jane executed a Last Will and Testament dated December 1, 2015 (the “**Will**”) naming her brother, John Doe, as Executor (the “**Executor**”) of her estate (the “**Estate**”). (See copy of Will attached as Exhibit A). Letters Testamentary were issued to the Executor on June 15, 2017. (See copy of Letters attached as Exhibit B.)
2. The Will provides that, upon Jane’s death, Philadelphia Hospital is to receive a specific bequest of Fifty Thousand Dollars (\$50,000.00). Such bequest was paid on or about November 15, 2017.
3. The Will further provides that the residue of Jane’s Estate (the “**Residue**”), is to be distributed to the following individuals (the “**Residuary Beneficiaries**”) in equal shares:

John Doe	1/5 share
Michael Doe	1/5 share
Andrew Doe	1/5 share
Mary Doe	1/5 share
Ashley Doe	1/5 share
4. Philadelphia Hospital and the Residuary Beneficiaries shall hereinafter be collectively referred to as the “**Estate Beneficiaries**.”
5. A Pennsylvania Inheritance Tax Return and Inventory were filed on or about February 20, 2018, and approval of the return was received from the Pennsylvania Department of Revenue on December 20, 2018. The following are provided with this Agreement: the Pennsylvania Inventory and Inheritance Tax Return (attached as Exhibit C), a statement of the Estate’s accounts for the month ending December 31, 2018 (attached as Exhibit D), and a reconciliation from the Pennsylvania Inheritance Tax Return to the balances in the

Estate's accounts (attached as Exhibit E). Exhibits C through E are referred to herein as the "**Account**".

3. The Executor desires to distribute in-kind the balance of the Residue of the Estate (as reflected on Exhibit E) to the Residuary Beneficiaries, less a reserve of Five Thousand Dollars (\$5,000) being kept for payment of final Estate administration expenses (the "**Reserve**"). If any of the aforesaid Reserve remains after the payment of final administration expenses, the remaining Reserve (and any supplemental income and other receipts since December 31, 2018) shall be distributed to the Residuary Beneficiaries as provided in this Agreement, with no need for the undersigned to sign any further agreements.
4. The Account has been reviewed by the Residuary Beneficiaries, and based upon their examination of such Account they are satisfied that they have sufficient information to make an informed decision in agreeing to enter into this Agreement, and forgoing the right to seek formal Court approval of a complete fiduciary accounting.
5. The Residuary Beneficiaries desire to approve the above distributions and the settlement of the Estate on an informal basis, without having an accounting of the Executor's administration of the Estate presented to the Court. The Residuary Beneficiaries acknowledge that they are entitled to a formal accounting of the Executor's administration of the Estate, and to the filing of such an accounting with the Court.

**Terms of this Agreement:** In consideration of the foregoing, the undersigned Residuary Beneficiaries, intending to be legally bound, hereby:

1. Represent and warrant that they have read and understand this Agreement and that the facts set forth above are true and correct to the best of their information, knowledge and belief.
2. Agree to the distribution of the Estate assets to the Residuary Beneficiaries, and wish to waive the filing of any formal accounting of administration of the Estate with the court having jurisdiction over this Estate.
3. Declare that they have been offered the opportunity to review the attached Will and the Account, and based upon an examination or on their decision not to make such an examination, they are satisfied that they have sufficient information to make an informed waiver of their rights to a formal accounting with and approved by the Court.
4. Waive the preparation, filing and auditing of an accounting of the administration of this Estate in the Court and agree that the Court may, by its decree, confirm an accounting prepared on the basis of the above statements as a complete and full accounting of the Executor's administration of the Estate.
5. Absolutely and irrevocably remise, release, quit-claim, and forever discharge the Executor, individually and as Executor, from any and all actions, suits, payments,

accounts, reckonings, liabilities, claims, costs and expenses (including legal fees, costs and expenses) and demands relating in any way to the administration of the Estate, including the above distributions to them.

6. Agree to refund to Executor any amount which may at any time be determined to have been an erroneous distribution to him or her regardless of the cause of such erroneous distribution, even if attributable to negligence, and agree that any period for the limitation of actions for the collection of any erroneous distribution shall commence only at such time as the Executor shall have obtained actual knowledge of such erroneous distribution, and that in no event shall the period for collection of any erroneous distribution be less than two (2) years after the actual discovery by the Executor.
7. Agree to indemnify and hold harmless the Executor, individually and as Executor, from any and all claims, including tax claims, demands, charges, liabilities, losses and expenses of any kind or nature whatsoever (including legal fees, costs and expenses) which at any time may be made against or suffered by Executor, with respect to, or in connection with, her or their acts, transactions, duties, obligations, responsibilities or distributions as Executor, including the distributions made to the Estate Beneficiaries.
8. Acknowledge that having received the shares of the Estate, they (in their capacities as Residuary Beneficiaries) have received payment in full and complete satisfaction of their interests in the Estate.
9. Agree that this Agreement is a full and final Settlement of the Estate by and among the parties hereto, all of the same having been arrived at, concluded and executed after a full and complete disclosure of the assets of the Estate and the rights of the parties therein and all of the parties hereto, and each of them, agrees to abide by the terms hereof. John Doe has been represented in the preparation of this Agreement by Elaine T. Yandrisevits, Esquire, Antheil Maslow & MacMinn, LLP, 131 W. State Street, Doylestown, PA 18901.
10. Agree that this Agreement is non-severable. If for any reason the terms of this Agreement can not be implemented in their entirety, the Agreement shall be null and void.
11. Agree that in the event of a conflict, the language of this Agreement shall take precedence over other documents.
12. The effective date of this Agreement shall be the earliest date on which the Agreement is fully executed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which to be deemed an original for all purposes.
13. Declare that this Agreement shall be governed by the laws of Pennsylvania and shall be legally binding as an agreement upon the undersigned and upon the undersigned's successors and assigns.

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
John Doe, as Executor  
and as Beneficiary

\_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
Michael Doe, as Beneficiary

\_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
Andrew Doe, as Beneficiary

\_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
Mary Doe, as Beneficiary

\_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
Ashley Doe, as Beneficiary

\_\_\_\_\_  
Date