

**INTERIM NONJUDICIAL SETTLEMENT AGREEMENT FOR THE**  
**THE JOSEPH SMITH AND SUSAN SMITH REVOCABLE TRUST**

THIS INTERIM NONJUDICIAL SETTLEMENT AGREEMENT (the “Agreement”) is made by and among **BETH BRINKLEY** as Trustee (the “Trustee”) of The Joseph Smith and Susan Smith Revocable Trust (the “Trust”);

AND

**BETH BRINKLEY** (“Beth”) and **MATTHEW SMITH** (“Matthew”) as beneficiaries of the Trust (individually “Beneficiary” or collectively the “Beneficiaries”).

**Background of Agreement**

A. By Agreement dated October 25, 2005 (the “Trust Instrument”), Joseph Smith, deceased (“Joseph”) and Susan Smith, deceased (“Susan”) established the Trust and named themselves as co-trustees of the Trust.

B. Susan died on July 8, 2020 and Joseph died on February 1, 2023.

C. Upon Joseph’s death on February 1, 2023, Trustee became successor trustee of the Trust pursuant to Section 9.01 of the Trust Instrument. A copy of the Trust Instrument is attached hereto as “Exhibit A” and made a part hereof by reference.

D. Article 3 of the Trust Instrument provides, *inter alia*, that after payment of certain expenses identified therein, the residue of the Trust shall be divided equally between Beth and Matthew.

E. Article 3 of the Trust Instrument further directs the Trustee to divide the personal property between the Beneficiaries as they may agree. The personal property has been distributed by agreement of the Beneficiaries.

F. The Trustee has duly proceeded with her administration of the Trust. The administration of the Trust is ongoing. Nevertheless, Trustee is prepared to make a partial distribution of cash from the Trust in the total amount of \$300,000.00 to the Beneficiaries pursuant to the terms of this Agreement.

G. The Trustee and the Beneficiaries (collectively, the “Parties” and each a “Party”) desire to avoid the expense and delay of a formal accounting of the Trustee’s

administration of the Trust and instead have agreed to this Agreement for purposes of memorializing their agreement with respect to the administration of the Trust and the partial distribution.

NOW THEREFORE, intending to be legally bound and for good and valuable consideration, the receipt whereof is hereby acknowledged, the Parties agree as follows:

### **Terms of Agreement**

1. Incorporation of Background. The recitals set forth above under the heading ‘Background of Agreement’ are true and correct and are incorporated herein by reference.
2. Execution Date. The “Execution Date” of this Agreement shall mean and refer to the date upon which the Agreement is signed by whomever or whichever Party is the last Party to sign it.
3. Receipt of Information. Beneficiaries acknowledge and agree that each of them has previously received an informal accounting of the Trustee’s administration of the Trust for the period beginning February 1, 2023 and ending June 3, 2025 (hereinafter the “Partial Account”). A true and correct copy of the Partial Account is attached hereto as “Exhibit B” and made a part hereof by reference.
4. Examination of Account. Beneficiaries agree that they have examined the Account and acknowledge that the Trustee has received the principal and income and has made the disbursements and distributions that are set forth in the Partial Account.
5. Waiver of Right to Formal Accounting. Beneficiaries acknowledge and understand that they have a right to a court audit of the Trustee’s administration of the Trust as reflected in the Partial Account and that they would have the right in such a proceeding to appear in person or by counsel to state any objections they might have to the Partial Account. The Beneficiaries, however, hereby waive the filing and auditing of the Partial Account in the court having jurisdiction over the Trust, and by signing this Agreement consent to and ratify the actions of the Trustee, under 20 Pa. C.S. §7789, with respect to the transactions set forth in the Partial Account and/or contemplated by this Agreement.
6. Memorialization of Agreement to Equalize Personal Property. The Partial Account reflects a distribution of personal property to Beth in the amount of \$9,940.00 and to Matthew in the amount of \$8,240.00. The Parties previously agreed that Matthew would be

credited with having received personal property valued at \$5,468.00. For purposes of equalizing the distributions of personal property pursuant to the Parties' agreement, the Beneficiaries received personal property with a combined value of \$15,408.00. Each Beneficiary is entitled to a distribution of personal property with a value of \$7,704.00 (1/2 of \$15,408.000). In order to equalize the distributions of personal property, Matthew is entitled to a cash payment in the amount of \$2,236.00 from Beth.

7. Distributions to Beneficiaries. Within thirty (30) days of the Execution Date shall make payment to the following Beneficiaries in the following amounts:

- a. To Beth in the amount of \$147,764.00.
- b. To Matthew in the amount of \$152,236.00

8. Refunding Obligation. Beneficiaries agree to refund to the Trustee any portion of the distributions they receive to which they are not properly entitled, whether due to the Trustee's negligence or otherwise.

9. Indemnification of Trustee. To the extent of the funds or assets received by Beneficiaries from the Trust (without intending to limit the rights or remedies of the Trustee), the Beneficiaries further agree to indemnify, reimburse, and save the Trustee harmless against all liability, loss, and expense (including, but not limited to, costs and counsel fees) which the Trustee may incur, whether due to the Trustee's negligence or otherwise, as a result of making the distributions from the Trust without a Court Order.

10. Release. Except as otherwise set forth in this Agreement, the Parties, and each of them, hereby forever fully release, compromise, settle, and discharge any and all claims, demands, actions, or causes of action, legal or equitable, absolute or contingent, vested or hereafter to accrue, which any of them may have against any other Party hereto or against the Trust or the Trustee, by reason of any matter, cause, or thing growing out of or relating to any property or assets of the Trust, or growing out of or relating to any act of the Trustee in the administration of the Trust that is set forth in the Partial Accounting, and agree that any period for the limitations of actions for the collection of any erroneous distribution or distributions shall commence only at such time as the Trustee shall have obtained actual knowledge of such erroneous distribution or distributions and that in no event shall the period for collection of any erroneous distribution or distributions be less than two (2) years after the actual discovery thereof by the Trustee. Beneficiaries agree to execute such additional releases as the Trustee may submit

to them in order to confirm the Trustee's discharge from any further liability to the Beneficiaries as contemplated by this Agreement.

11. Additional Documents. Beneficiaries agree that they will at all times in the future and whenever necessary, appropriate or convenient, make, execute, and deliver to the Trustee and/or to any other party or persons, any and all instruments, documents, conveyances, deeds, releases, or other instruments of any kind necessary or convenient to carry out the intention of this Agreement and/or to permit, assist, and enable the Trustee to fulfill her duties with reference to the Trust and all of the assets thereof.

12. Filing of Agreement. The Parties agree that the original or a copy of this Agreement and any agreements or documents incorporated herein by reference may be filed with the court having jurisdiction over the Trust and/or with the Register of Wills of York County.

13. Waiver of Court Approval. The Parties agree that this Agreement includes terms and conditions that could be properly approved by a court having jurisdiction over the matter and Parties, and the Parties waive court approval under 20 Pa. C.S. §7710.1(e).

14. Finality of Agreement. This Agreement, with any agreements or documentation incorporated herein by reference, constitutes the entire understanding among the Parties with respect to the subject matter of this Agreement, and each of them acknowledges that no representations or statements of any kind, written or oral, have been made to them or any of them prior to this Agreement.

15. Amendment and Termination. This Agreement shall not be modified, amended, terminated, or cancelled except by writing signed by all of the Parties.

16. Binding Effect. This Agreement shall bind the Parties hereto and their heirs, executors, administrators, successors, and assigns.

17. Severability. If any provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by any law or public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as no Party is materially and adversely impacted by such determination. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible.

18. Voluntary Entry. The Parties acknowledge and agree that this Agreement has been entered into freely and voluntarily. The Parties further acknowledge and agree that they have read this Agreement and have consulted legal counsel concerning the contents of this

Agreement or have had the opportunity to consult with legal counsel and have chosen not to do so. The Parties acknowledge and agree that they have executed this Agreement with full understanding of its meaning.

19. Headings Not Part of Agreement. Any headings preceding any text of any of the Paragraphs or subparagraphs of this Agreement shall be solely for convenience of reference and shall neither constitute part of this Agreement nor affect its interpretation.

20. Counterparts. This Agreement may be executed and delivered in any number of counterparts, identically worded, each of which shall be regarded for all purposes as an original; all counterparts shall constitute but one and the same legal instrument. The Parties further agree that a photocopy, facsimile, electronic mailing, scan or other electronic copy of the signatures shall have the same enforceability as an original.

[Signature page(s) immediately follow]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the  
Execution Date:

Witnesses:

THE JOSEPH SMITH AND SUSAN SMITH  
REVOCABLE TRUST

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Beth Brinkley, Trustee

\_\_\_\_\_

\_\_\_\_\_(SEAL)

Beth Brinkley, Beneficiary

\_\_\_\_\_

\_\_\_\_\_(SEAL)

Matthew Smith, Beneficiary

ACKNOWLEDGMENT

COMMONWEALTH/STATE OF \_\_\_\_\_ :  
: ss.:  
COUNTY OF \_\_\_\_\_ :

On this, the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, a Notary Public in and for said county and state, personally appeared **Beth Brinkley, Trustee of The Joseph Smith and Susan Smith Revocable Trust and in her individual capacity**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained and in the capacities herein stated.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

Signature of notarial officer \_\_\_\_\_

**Stamp**

Title of office \_\_\_\_\_

My commission expires \_\_\_\_\_

ACKNOWLEDGMENT

COMMONWEALTH/STATE OF \_\_\_\_\_ :  
: ss.:  
COUNTY OF \_\_\_\_\_ :

On this, the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, a Notary Public in and for said county and state, personally appeared **Matthew Smith in his individual capacity**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained and in the capacities herein stated.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

Signature of notarial officer \_\_\_\_\_

**Stamp**

Title of office \_\_\_\_\_

My commission expires \_\_\_\_\_



## **EXHIBIT A**

[Trust Instrument]

## **EXHIBIT B**

[PARTIAL ACCOUNT]