

JOHN SAMPLE

- Dynamic Trust Portfolio -

File# 202241

- Electronic Signatures Verification Status -

APPLICABLE DOCUMENTS ESIGNED

PREAMBLE NOTICE: Certain documents of this Dynamic Trust Portfolio may be “electronically signed” by the Creator in accordance with the “**Electronic Signatures in Global and National Commerce Act**” (**ESIGN**). Highlighted text shown in applicable signature pages as **Signed/Enacted*** (correspondingly posted in an ESIGN notification line) shall mean > “**This document HAS BEEN electronically signed and lawfully enacted by the Creator**”.

[Portfolio Index Hyperlink](#)

Created as Nevada-sitused
Revocable Living Trust Estate Plan
(NRS Chapter 164-045)

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IMPLEMENTATION INSTRUCTIONAL

Congratulations! You have taken the first step to plan your estate distributions. Now you will need to implement your –

Dynamic Trust Portfolio

As you conduct a general review of the DTP, look for the areas that must be signed by you and your Witnesses and a Notary Public. Below is a checklist of the pages that are to be implemented either by your written and/or electronic signatures. You will notice that ELECTRONIC SIGNATURES are made through the ESIGN pages that are posted in your Client Console “My Estate Plan” page. (Agent Notices and other Administrative documents are not to be signed until the time of usage.)

The hyperlinked "*Portable Document Format*" (PDF) page numbers posted (below) to the right of the word “Page” also locate the signature/implementation pages of each document in your DTP. It should be noted that each component can and should always be *electronically signed* by the use of the ESIGN dynamics in your Client Console.

Your **Advance (Medical) Directive** is not included in this Portfolio but rather presented as a separate component located in your **MEDICAL DIRECTIVES** portal under the Documents/Storage menu bar. It has been designed as a dynamic application to be created and implemented primarily by electronic HTML entries and your electronic signature.

All Line Items/Pages Listed Below Contain Return-to-Signatory-Instructional (<SI>) Hyperlinks

- ✓ *Sole-Grantor Revocable Living Trust Page > [PDF 40](#)*
- ✓ *Assignment of Personal Property Page > [PDF 42](#)*
- ✓ *Certificate of Trust Page > [PDF 47](#)*
- ✓ *Power of Attorney Over Assets Page > [PDF 57/58](#)*
- ✓ *Last Will & Testament Page > [PDF 63/64](#)*

IMPORTANT NOTICE: Any advisory information that may be provided by MLCP associated personnel concerning the use of the documents of this Dynamic Trust Portfolio is for general purposes/reference only and is not intended to replace personal legal, tax planning, and/or health care counsel.

– PORTFOLIO INDEX –

All Line Items Listed Below Have Return-to-Index (<I>) Hyperlinks

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REVOCABLE LIVING TRUST



This Revocable Declaration of Trust acknowledged and referred to as the –

SAMPLE FAMILY TRUST

Dated: January 25, 2015

is hereby created and entered into by **JOHN SAMPLE** being domiciled in the County of Maricopa, State of Arizona, hereinafter referred to as the "Settlor/Creator" of this Trust and appointed himself as the (original) "Trustee" of this Trust, on this day being the date identified above. *Any Restatement of Trust application(s) with respect to this Declaration of Trust shall be acknowledged on a separate, attached document.*

– RECITAL OF INTENT –

Settlor desires to optimize all beneficial tax planning and/or non-tax provisions that may be available for this Trust to the fullest extent allowable by law and to also ensure the realization of its intent. Settlor therefore decrees that, notwithstanding his current state of domicile and/or where he may be residing at the time of his decease, this Trust shall be administered under the laws of the State of Nevada per [NRS Chapter 164.045](#) as recorded. Settlor additionally intends for all terms of this Trust to apply with full force and effect including when implemented by electronic signature technology recognized under [NRS Title 59 / Chapter 719](#) as recorded.

– RECITAL OF PROPERTY OWNERSHIP & TRANSFER –

The Settlor has transferred certain real and personal property to the Trustee hereof by the **Asset/Inventory Ledgers** located in the (Client Console) *MLCP Funding Kit* section. The Settlor also hereby transfers all of his tangible personal property including, but not limited to, *personal and household effects, jewelry, books, pictures, works of art, furniture, antiques, collections, coins, precious metals, gems, livestock, all sporting and other equipment, tools of any kind, ALL MOTOR VEHICLES, CONTENTS OF \$HISHER\$ SAFE DEPOSIT BOX(ES), AND ALL PERSONAL DIGITAL ACCOUNTS* including that which may be entered on an **electronic "PostScript Page"** made a part hereof in which he hereby directs that, at his death, Trustee shall (first) distribute such personal/chattel property to the beneficiaries designated to receive the same. Any such distributions shall not be deemed as a part of the chattel recipient's portion of this Trust Estate as prescribed in Article Four, and the remainder Trust Estate – remaining after any such "Chattel" distributions – shall be distributed as per Article Four. Notwithstanding terms otherwise specified in this or any other Section, **ALL TRADITIONAL AND/OR ROTH IRA ACCOUNTS (PRESCRIBED UNDER 26 USC §408) ASSIGNED TO THIS TRUST SHALL BE DEEMED TO BE TRANSFERRED AND TITLED EXCLUSIVELY TO THE CORPORATE TRUSTEE IDENTIFIED HEREIN** who shall then be referred to (and therefore serving) as the **"IRA Administrative Trustee"** of this Trust irrespective that said Corporate Trustee may have been appointed only as the successor or alternate trustee. (See [§D.14](#) / P.28 > PDF-31)

ARTICLE ONE
– Reservation of Rights & Powers –

The Settlor reserves the following rights to be exercised at any time during his lifetime without the consent or participation of any other person:

A. To amend this Trust, in whole or in part, or to revoke this Trust declaration in its entirety by a writing of Notice to Whom It May Concern or similar document.

B. To add any other property by transferring such property to Trustee, which property shall be described in a receipt signed by Trustee, and to add any other property by his will. Trustee shall administer and distribute any such property as if it had been a part of the original Trust assets.

C. To redirect and make payable to the (successor) Trustee of this Trust proceeds from all “payable on death” (POD) assets owned by the Settlor including life insurance, annuities, IRAs, qualified and non-qualified retirement plans and other like sources and to duly authorize said Trustee to act on behalf of Settlor, upon his decease, in executing any necessary beneficiary designation forms to accomplish this end.

1. This retained redirect power (above) shall additionally apply without limitation or restriction to any/all POD asset(s) that may be listed on Settlor’s Asset/Inventory Ledger *located in the MLCP Client Console Funding Kit section* wherein Settlor expressly states that the above (re)directive supersedes any beneficiary designation previously contracted by Settlor **with respect to any asset listed on said Asset/Inventory Ledger located in the MLCP Client Console Funding Kit section** having proceeds payable upon Settlor’s decease.

2. For this decreed redirect application, Settlor hereby expressly exonerates and absolves any perceived liabilities or implied obligations for and concerning third-party-vendor account holders complying with this retained redirect power on behalf of Settlor.

D. To receive accounts from any other Trustee, in association and with this Trust declaration (or the personal representative of any deceased Trustee), which are to be added to this Trust Estate. The Settlor's approval of these accounts by writings delivered to any other Trustee of this Trust, other than himself, shall cover all transactions disclosed in these accounts and shall be binding and conclusive as to all persons.

E. To direct any Trustee as to the retention, acquisition, or disposition of any Trust assets by a writing delivered to such Trustee. Any assets retained or acquired pursuant to such directions shall be retained as a part of this Trust Estate unless otherwise directed by the Settlor in a like writing so delivered. Trustee shall not be liable to anyone for any loss resulting from any action taken in accordance with any such direction.

F. Upon either (i) Settlor’s mental incapacitation as determined by an attending physician as described in Article Five of this Trust or (ii) Settlor’s death, this Trust Declaration shall become irrevocable and shall not be subject to amendment or change.

ARTICLE TWO

– Administration During Settlor's Lifetime –

Trustee shall hold and distribute the principal and income of the Trust Estate (during the Settlor's lifetime) as follows:

A. Trustee shall pay to the Settlor, or in accordance with the Settlor's instructions, such portions of net income and principal as directed in a writing (or otherwise) delivered to Trustee.

B. If not otherwise instructed as per the above paragraph, Trustee shall pay to the benefit of the Settlor, such portions of net income and principal as Trustee, in Trustee's discretion, deems necessary or advisable to provide for the Settlor's health, education, care, comfort, support, maintenance and general welfare.

C. The Settlor may withdraw all or any portion of the Trust assets at any time by written request filed with Trustee.

ARTICLE THREE

– Creditor Payments / Tax Elections at Settlor's Death –

The remaining Trust assets not effectively disposed of by the preceding Article Two (supra) shall be allocated, administered and distributed by Trustee upon the death of the Settlor as follows:

A. To pay all federal and state tax obligations that will become due at such time of death or six months later.

B. To pay all expenses of any last illness and funerals, valid debts and expenses of administering the estate.

C. It is the purpose and intent of the following of this Article that, so far as is practical, any estate taxes paid shall be paid out of the Settlor's entire estate whether passing by this Trust instrument or outside of this Trust instrument concerning property over which the Settlor possessed a general power of appointment, before distribution to any beneficiary.

1. If estate (or income) tax or any part thereof is paid by, or collected out of, that part of the estate passing to or in the possession of any person other than the Executor and/or Trustee, in its capacity as Executor and/or Trustee, such person shall be entitled to reimbursement by Trustee (or Executor) out of any part of the Trust Estate, or otherwise, still undistributed. Such reimbursements may be by a just and equitable contribution by the persons whose interest in the estate of the Settlor would have been reduced if the tax had been paid before the distribution of the estate or whose interest is subject to equal or prior liability for the payment of taxes, debts, or other charges against the estate.

2. If any part of the gross estate on which estate tax has been paid consists of the value of property included in the Settlor's gross estate under IRC Section 2041, Trustee or Executor shall be entitled to recover from the person (or persons, prorata if more than one recipient) receiving such property by reason of the exercise, non-exercise, or release of a power of appointment, such portion of the total tax paid as the value of such property bears to the taxable estate.

3. If any part of the gross estate consists of property the value of which is includible in the gross estate by reason of IRC Section 2044, relating to certain property for which any marital deduction was previously allowed, Settlor's estate shall be entitled to recover from the person receiving the property the amount by which the total tax which has been paid exceeds the total tax which would have been payable if the value of such property had not been included in the gross estate.

4. Trustee may exercise all of the foregoing elections and any others available under any tax law, to obtain, to the extent practicable, both the optimum reduction in Settlor's estate taxes and in the income taxes estimated to be payable by Settlor's estate, this Trust, the beneficiaries of both, any business interests in the Trust Estate and the optimum deferral of all of those taxes.

a. Trustee may make adjustments between income and principal accounts and to allocate the benefits from any election among the various beneficiaries of this Trust.

b. Trustee may compensate for the consequences of any election that Trustee believes has had the effect of directly or indirectly preferring one beneficiary or a group of beneficiaries over others.

5. All such foregoing elections and adjustments shall not, however, diminish any portion that would create an adverse taxable event to the Trust or beneficiaries hereunder and no Trustee who is a beneficiary of any Trust created hereunder shall participate in any decision regarding whether or not any of the foregoing elections, allocations or adjustments shall be made with respect to such Trust if such decision could affect the Trustee's interest in such Trust or Trusts.

6. Notwithstanding the above, any assets that are to be distributed as a specific allocation/distribution - to a certain beneficiary(s) of this Trust Estate - shall not be used, nor the value thereof, to pay expenses of this Trust Estate as described in this Article. *Notwithstanding, any mortgage, lien, or encumbrance on a specific devise to a certain beneficiary shall NOT BE EXONERATED, or charged against the Trust Estate, or paid by the Trustee prior to distribution but shall rather be included in any such specific allocation – unless otherwise prescribed hereunder.*

ARTICLE FOUR
– Trust Estate Distribution at Settlor’s Decease –

<I>

UPON SETTLOR'S DECEASE, the Trust Estate shall be allocated, administered and distributed by Trustee under the terms prescribed as follows:

A. The charitable organization identified below by its name and mailing address (as of the origination date of this Trust) shall first receive – outright and for its general use – a sum cash distribution in the amount of:

\$10,000

(Charitable Amount)

American Cancer Society

(Designated Charity’s Name)

Washington, DC

(Designated Charity’s Mailing Address)

B. The remainder of the Trust Estate – remaining after the charitable allocation prescribed above (if any) – shall be distributed EQUALLY to:

JAMES J. SAMPLE & JANE J. SAMPLE-SMITH

C. Contingent Distributions. If any beneficiary named above does not survive the Settlor then such deceased beneficiary's portion shall be distributed EQUALLY TO HIS (HER) SURVIVING LEGAL CHILDREN/ISSUE, per stirpes / by right of representation. If any such named beneficiary does not survive the Settlor and leaves no surviving children/issue, in such case, then that decedent beneficiary's portion shall be distributed equally to the other surviving beneficiaries named above (or as may otherwise be defined in Paragraph “G” / Specific Trust Directives section, below).

D. If the Specific Directives section – Paragraph “G” (page 7) – identifies specific asset allocations to be made from this Trust, then the distributions referred to there shall be deemed to be allocated PRIOR TO the allocations/distributions, if any, prescribed in Paragraph “B” (page 5).

1. In such case, the allocations defined in Paragraph “B” shall be calculated as portions of the REMAINDER Trust Estate, remaining AFTER those particular distributions prescribed in the Specific Directives section.

2. If the beneficiaries listed in the Specific Directives section are to *collectively receive a one hundred percent (100%) portion* of the Trust Estate then the Specific Directives section shall be deemed as the (sole) DISTRIBUTION LEDGER of this Trust.

E. If there is any beneficiary identified in the Specific Directives section who does not survive the Settlor then such decedent person’s portion shall be allocated to the other beneficiaries listed in the Specific Directives (if any) *in prorata portions of the aggregate percentage of the Trust Estate* unless otherwise specified herein or by any validated addendum to this Trust.

F. Notwithstanding the above, in the event that any beneficiary of this Trust is then a debtor to the Settlor, the following shall apply:

1. The share of such indebted person – expressly authenticated by a written instrument – shall be decreased by a formula amount equal to the total outstanding debt(s) such person owed to the Settlor.

2. Such amount shall then be multiplied by a percentage that corresponds to the percent of the total Trust Estate – including the value of the debt(s) owed to Settlor – that such indebted person is not entitled to receive which shall be referred to as the *percentage amount*.

3. The formulated *percentage amount* shall be subtracted from such indebted person’s share and added prorata to the portion(s) distributable to the other beneficiary(s) who are then living.

NOTICE: Use space below to identify specific allocation terms of this Trust ***NOT OTHERWISE IDENTIFIED*** in Paragraphs “A” and/or “B” for specific distribution and/or other administrative terms. The (SFQ) Specific Directives Apps Table has been designed to also use directly with the functionality of this Paragraph “G” section.



G. **SPECIFIC DIRECTIVES.** The following shall apply as to specific administrative and/or allocation terms of this Trust (not otherwise provided herein). Allocations to any beneficiaries named in this Specific Directives section – whether in cash and/or in kind and/or in unequal percentage amounts – shall be deemed as being allocated PRIOR TO the equal-share distribution terms defined in Paragraph “B” (page 5) of this Article. In addition, any non-allocation terms that may be prescribed in this Specific Directives section shall apply notwithstanding any terms to the contrary in any other sections of this Trust:

– Specific Trust Directives –

Notwithstanding any outright allocation/distribution terms prescribed herein to the contrary, the beneficiary allocations prescribed in Article Four, Paragraph "B" shall be held entirely IN TRUST only as a Designated Unitrust Account (DUA) whereof each beneficiary shall each receive a SIX PERCENT (6%) unitrust interest therefrom, as valued annually, from income first and then principal (if necessary), in convenient installments, but not less frequently than QUARTERLY, throughout their respective LIFETIMES. Each beneficiary may also receive, in the sole discretion of Trustee, distributions of principal from his/her respective DUA portion to help meet expenses relating to their respective health, education, maintenance & support needs. Upon the decease of a (first generation) beneficiary, Trustee shall make payments from the DUA for any expenses relating to his/her last illness, funeral, cremation or any other like expenses not otherwise paid and afterward allocate said DUA (equally) to said beneficiary's surviving issue (second generation issue to the Settlor) wherein said beneficiary's surviving issue shall receive his/her portion as stated PER THE EXISTING (secondary) distribution terms prescribed in Article Four.

– End of Specific Directives –

H. The following identified person(s) has/have been intentionally disinherited and is/are not to receive any portion(s) of this Trust Estate under any conditions:

I. Unless otherwise provided herein, Trustee shall administer those portions or shares of this Trust Estate allocated to any beneficiary named in this Trust at the time of Settlor's decease as per the terms prescribed in *Article Six (infra)*.

J. If the foregoing provisions fail to provide for the distribution of any portion of this Trust Estate then such property, to the extent not distributed as per this Article, shall be distributed outright to Settlor's *lawful heirs-at-law who are then living*.

ARTICLE FIVE

– Trustee, Trust Protector, & Investment Advisor Appointments –



A. SETTLOR RESERVES THE POWER to remove any Trustee and to appoint other or additional Trustees not presently named as alternate Trustees and may elect to appoint a Co-Trustee to serve with him.

B. Settlor shall serve as Trustee until (i) he resigns by a statement in writing addressed to (the successor) Trustee or (ii) he is expressly diagnosed by his attending physician as being impaired beyond having the ability to manage his administrative and fiduciary affairs of this Trust or (iii) his death.

C. Upon Settlor/Trustee's (i) resignation or (ii) his inability to serve because of a condition causing impairment of administrative abilities (as evidenced by a medical certificate from his attending physician) or (iii) his death, **JAMES J. SAMPLE** (Creator's Son) shall serve as Trustee. If **JAMES J. SAMPLE** is unwilling or unable to serve then **JANE J. SAMPLE-SMITH** (Creator's Daughter) shall serve as Trustee.

D. If there are no Successor Trustee Appointees named above who are willing or able to serve as Trustee then the (successor) Trustee Appointee(s) identified in the Specific Directives section of Article Four (if any) shall serve as Trustee(s) of this Trust. If there are no appointees willing or able to serve as Trustee then **DUNHAM TRUST COMPANY** (Nevada Corporation) shall serve as Trustee.

Trust Protector & Investment Advisor Authority

E. Under **NRS 163.5547**, Settlor may appoint a ***Trust Protector*** with respect to this Trust, and any Trust created hereunder, as may be identified in the ***Specific Directives Section*** of Article Four. If Settlor does not appoint a Trust Protector then only a unanimous vote of the surviving vested beneficiaries of this Trust (or their guardians) may appoint a Trust Protector in writing. The Trust Protector shall have the right to *direct the Trust Investment Advisor's exercise* of all of the investment powers enumerated in this instrument or provided by law, including, without limitation, voting proxies and cash management. *The Trust Protector shall not act as Trust Protector of this Trust until the incapacity or death of the Settlor.*

1. The Trust Protector may remove any Trustee appointed hereunder other than an “irrevocable” Corporate Trustee appointee subject, however, to the provisions that may be prescribed in this Article (above).

2. The Trust Protector may exercise decisions in a fiduciary capacity and in a way that the Trust Protector reasonably believes to be in accordance with the purposes of this Agreement. The Trust Protector shall not be under any duty to inquire into or ensure the performance by the Trustee of its duties and shall not be liable for any loss to such Trust (unless such loss results from actions in bad faith or the willful misconduct of the Trust Protector).

3. The Trust Protector shall have no duty to monitor the conduct of [e.g., the Investment Advisor or the Distribution Advisor, if any] and shall not be liable for any exercise or failure to exercise the powers granted herein – unless such loss results from actions in bad faith or are a result of the willful misconduct of the Trust Protector.

4. The Trustee shall not carry any responsibility concerning the selection or actions of the Trust Protector nor be bound to actively seek direction from the Trust Protector. While a Trust Protector is serving, the Trustee shall have no responsibility to (i) apprise any beneficiary or any third party concerning instances in which the Trustee might have exercised its own discretion in a manner different than directed by the Trust Protector or (ii) to monitor the performance of the Trust Protector or (iii) to replace the Trust Protector.

F. Under **NRS 163.5543**, Settlor may appoint a ***Trust Investment Advisor (“TIA”)*** with respect to this Trust as may be identified in the ***Specific Directives Section of Article Four***. The provisions, powers and authority concerning the appointment of the above-identified Trust Investment Advisor is expressly described in Article Six; the death or disability of the Settlor shall not alter the appointment or provision(s) of the Trust Investment Advisor designation.

1. Notwithstanding, any provision to the contrary, at any time the Settlor is acting as the Trustee then the Trust Investment Advisor (TIA) shall not act as the TIA of this Trust, in such case, until the incapacity or death of the Settlor unless otherwise so designated – in writing – to serve as the TIA, notwithstanding. Conversely, the named TIA may act as the TIA when the Corporate Trustee (named above) (or any other “successor” Trustee) is then serving as Trustee – unless otherwise so designated.

2. If a Trust Protector is not appointed by the Settlor by the time of his decease then the identified Corporate Trustee of this Trust shall appoint a TIA, including any entity(s) affiliated with the Corporate Trustee, in its unhindered discretion.

(Settlor/Trustee Resignation or Incapacitation Terms & Definitions)

G. If, at any time, the Settlor has been replaced as Trustee because of a voluntary relinquishment of his trusteeship or by incapacity, he may reestablish his trusteeship by executing an affidavit or notice of the Trustee's termination and a physician's notice declaring his recovery if incapacitation had been (before) declared by a physician.

H. In the event of incapacitation of the Settlor, as defined in this Article (supra), the Settlor's State of *current* domicile – or, if applicable, the State selected to govern the provisions of this Trust instrument by Trustee election – has as a requirement that *two (or more)* physicians must execute an affidavit in determining a person's legal incapacitation declaring that such person is unable to attend to his own fiduciary affairs because of his mental or physical condition, then the laws and statutes thereof shall prevail concerning such requirement.

1. Trustee shall, in such case, secure two or more medical opinion letters concerning Settlor's inability to serve as Trustee.

2. Trustee and transfer agents may deem the opinion letters as the required "certification of incapacitation" concerning Settlor's existing condition.

ARTICLE SIX

– Trustee / Fiduciary Powers & Provisions –

The powers hereby granted to Trustee may be exercised during the term of any Trust hereunder, and during such time after the termination of any such Trust as is reasonably necessary to distribute the Trust assets (Trustee shall have all powers conferred by law to the extent not inconsistent with those stated in this document). All of the powers and provisions are exercisable without any court authorization or approval to wit:

A. DISPOSITIVE POWERS

1. Disposition of Vested Assets. UNLESS OTHERWISE SPECIFIED IN ARTICLE FOUR (and/or in an Addendum hereto), Trustee shall distribute the apportioned vested shares of principal to each beneficiary (as named herein) provided such beneficiary(s) has attained the age of *twenty-one (21)* years or older and is not legally incapacitated. If any property of this Trust becomes distributable to a beneficiary(s) who has not attained such age or is legally incapacitated, the income (and principal, if needed) of such assets shall, *unless otherwise prohibited in this Trust instrument or by Amendments attached hereto*, be used and distributed, in Trustee's unhindered discretion, for the general purpose of such beneficiary's - (a) health, (b) education, (c) maintenance and (d) support - because of which, through no fault of his/her own, such beneficiary is unable to provide for himself/herself - as follows:

a. Trustee may, in its discretion, distribute portions of income (and principal, if needed) of such beneficiary's assets and/or asset account directly to such beneficiary; Trustee may distribute any *remaining* assets to such beneficiary if the total value of such assets is not large enough to require administration of such herein or if the total market value of the Trust Estate is \$100,000.00 or less or for any other valid and prudent reason that would effectively apply at such time.

b. Trustee may, in its discretion, distribute from the Trust Fund of a beneficiary - who is a minor or an incompetent or a person whom Trustee deems to be unable, wisely or properly, to handle funds if paid directly to such beneficiary - to (i) any person or organization providing support for such beneficiary, (ii) the natural guardian or legally appointed guardian, conservator or other fiduciary of the beneficiary or (iii) a combination of both; notwithstanding, Trustee is to make all disbursements forthright for any necessities of guardianship proceedings that may apply to any beneficiary herein.

c. Trustee may distribute such assets to the beneficiary's custodian under provisions of IRC Section 2503 and the Uniform Gift to Minors Act or Uniform Transfers to Minor Act as applied under statutes of state-of-administration of this Trust or to his guardian.

d. Unless otherwise disposed of herein, if such beneficiary dies before receiving final distribution then Trustee may distribute the remaining Trust assets to such beneficiary's estate including paying any expenses of his/her last illness, funeral or cremation.

e. Trustee shall not be charged to inquire into the application of any funds so paid or applied (above) and the receipt of such payee, if disbursed for such purpose in the best judgment of Trustee, shall be deemed to be full indemnification against liability to Trustee concerning such transaction(s); notwithstanding, Trustee may, in its sole discretion, require such reports and take such measures as it may deem requisite to assure and to enforce the due application of such monies for the purposes aforesaid.

f. If there arises any conflict for Trustee concerning this Paragraph 1. et. seq., as it relates to unfavorable powers of appointment, wherein such discretionary power to distribute may impute any principal of this Trust into his/her taxable estate that otherwise would not be imputed, then Trustee shall appoint an Independent Trustee to carry out such fiduciary provisions that may otherwise impute unintended "ownership of Trust principal" to Trustee.

2. Merger of Trusts. Trustee may merge the assets of this Trust or any Trust created hereunder with those of any other Trust, by whomever created, having the same beneficiaries and substantially the same terms and if there is disparity in the maximum duration of the Trusts so merged, the shortest maximum duration shall control.

3. Discretionary Termination. Trustee may terminate any Trust created by this declaration, whenever such termination is deemed advisable by such Trustee, by distributing the assets to the beneficiary to whom income may then be distributed, or if more than one beneficiary, to any beneficiary in such amounts and proportions as Trustee deems advisable.

4. Outright Distribution. If income or principal of this Trust is, by the terms of this declaration, to become part of any Trust or Trust share and would be immediately distributable, such income or principal may be distributed by Trustee in exactly the same manner as provided in this Trust or Trust share without requiring such Trust to be established.

5. Elections of Benefit from Qualified Plans. If benefits from any qualified pension, profit sharing or retirement plans that can be exempt from taxation under Section 2039 of the Internal Revenue Code are payable to or receivable by Trustee, Trustee shall have the power, in his sole discretion, to exercise all options or elections relating to such benefits.

B. ADMINISTRATIVE POWERS

1. Retention of Assets. Trustee may retain any asset, however acquired, for as long as it deems advisable, even if its retention results in a lack of diversification.

a. Notwithstanding, if the Trust Estate is then holding "open" financial market positions – such as day trading, options trading, commodities and futures trading – generally deemed as "high beta" positions then the Trustee, or the appointed Trust Investment Advisor of this Trust (as may be applicable), shall closely monitor any such positions in relatively the same manner as was previously and customarily done by the Settlor during he lifetime.

b. If the Trustee, or the Trust Investment Advisor of this Trust (as may be applicable), is then unable to monitor the financial markets in such prescribed manner so as to avoid or at least mitigate related, undo losses that may occur from any such open, high beta positions then Trustee or the Trust Investment Advisor (as may be applicable) shall either close or otherwise reasonably hedge all such high beta positions in a prudent manner, as soon as possible.

2. Property Transaction. In the interest of the Settlor and the beneficiaries of this Trust Estate and to facilitate equitable prudence, within the provisions of this Trust, Trustee may sell, exchange, mortgage, lease, convey, encumber, pledge, hypothecate or otherwise dispose of any real, personal or other property to any person, entity, beneficiary or agent or to a Trust or estate of which such Trustee is also a fiduciary, including this Trust Estate.

3. Investment Purchasing. Trustee may purchase (as an investment for this Trust Estate) assets belonging to any Trust created by the Settlor's will or any other declaration; or lend money to this Trust Estate or to any other such Trust without personal liability of the fiduciaries thereof for repayment of such loans. Any such investments or loans are to be made at prices (upon such security, if any) and terms as may be satisfactory to Trustee; Trustee may make such investments or loans even if he is also an executor of the will or a Trustee of such other estate.

4. Investment of Assets. The Trustee – and/or the Trust Investment Advisor (TIA) as is defined in this Trust and as applicable – may invest (or reinvest) any assets of this Trust Estate, which it deems advisable, without improper limitation by any statute, rule, law, or regulation limiting the investment of funds by corporate or individual fiduciaries.

a. Trustee may invest in equity funds, as well as debt securities, and may delegate investment functions or combine assets. The Trustee or Trust Investment Advisor shall have no duty to diversify investment of the original principal or any addition thereto retained pursuant to the provisions of this Article.

b. For purposes of determining diversification of the trust's investments only, the investments held by any entity in which the trust holds an ownership interest of a class of which is not publicly traded shall be deemed to be owned directly by the trust prorata in accordance with the trust's interest in the entity and as may be applicable in the course that this Trust may be administered, from time to time, under the laws of the deemed state situs of this Trust, any fiduciary serving hereunder is additionally authorized to invest in "affiliated investments" as that term is defined under such state law.

5. Nominee Trusteeship. It is allowable for Trustee to hold securities or other assets of this Trust Estate in its own name, with (or without) disclosure of fiduciary capacity, or in the name of a *nominee trustee* appointed by the Trustee, or in bearer form. When multiple Trustees are serving, a single Trustee may deposit and withdraw funds from bank accounts, authorize transactions regarding the Trust's securities and endorse stock certificates when all other Trustees then serving have given written authorization to do so. Such authorization may be given in the signature cards or other documents establishing a bank or securities account.

6. Depositing of Cash. Trustee may deposit cash into the commercial or savings departments of any corporate fiduciary or of any other bank or Trust company.

7. Borrowing Monies. Trustee may borrow money for purposes he deems prudent and advisable, for the benefit of interested persons of this Trust Estate, from any source including those that he may have personal interests in.

8. Asset Allocation of Principal and Income. Allocations between principal and income may be made, in Trustee's discretion, of all receipts and disbursements, including receipts of estate assets received or accrued during estate administration, in any manner that will not result in the loss of any available estate tax deduction. Trustee may, but need not, create reserves out of income for depreciation, obsolescence, or amortization of properties.

9. Division of Assets for Distribution. Trustee may divide the Trust, to determine values, to distribute like or unlike assets to different beneficiaries or Trusts and to make distributions in cash or in kind, in divided or undivided interests; provided that any assets allocated in kind in satisfaction of any pecuniary gift shall be valued at fair market value of such asset on the date of such allocation.

10. Direct Payments for Support. Trustee may make all payments of income or principal authorized hereunder directly to the beneficiary for support, and, in the case of a beneficiary(s) who is (are) a minor or under other legal disability, all such payments (and any distributions of tangible personal property) may be made directly to the beneficiary(s).

11. Litigation Rights. Trustee may settle, compromise, submit to arbitration or litigate claims in favor of or against the Trust.

12. Ascertainment of Tax Deduction Elections. Trustee may contest, settle or compromise all tax matters, to elect to claim any expense of this Trust as an income tax deduction or as an estate tax deduction, and to make any other elections authorized or permitted by law all without reimbursement or adjustment between principal and income or in favor of any beneficiary, even if the elections directly affect the value of any beneficiary's share.

13. Employment of Professional Assistance. Trustee may employ agents, lawyers, investment counsel, accountants and others (even if they are associated with a Trustee), and to delegate both ministerial and discretionary powers and duties to such persons with liability only for reasonable care in their selection, and to place assets in an account with a trust department of a bank they select, furnished by them without independent investigations and to pay them reasonable compensation. Additionally, an "Affiliated Entity" may receive compensation for services it renders to one or more mutual funds and common trust funds in which the trust invests and of which the Affiliate is an investment advisor, transfer agent, principal underwriter, distributor, administrator or custodian. An affiliate may receive compensation from the principal underwriter in which the trust invests.

a. In addition to the above considerations Trustee is also authorized to delegate and employ attorneys, accountants, investment managers, specialists and such other agents/experts (as Trustee deems necessary or desirable) to perform ministerial duties including the appointment of an investment manager(s) to manage a portion or all (as Trustee delegates) of the assets of this Trust - thereby empowering said manager(s) the right to (i) invest such assets in their full and complete discretion, (ii) acquire and dispose of such assets, and (iii) charge any fees incurred by the employment of said agents and/or managers against the Trust with liability only for reasonable care in their selection even if such agents are affiliated with Trustee, and to place assets in an account with a trust department of a bank.

b. Trustee may engage any corporation or other entity affiliated with any Corporate Trustee serving hereunder or any other entity or person to provide services to any trust hereunder, including, without limitation, as custodian, transfer agent, registrar, sponsor, underwriter and/or distributor, and to pay or receive compensation for any such services from trust property without reduction of any reasonable compensation paid to the Corporate Trustee for its services as Trustee, unless otherwise noted on its published fee schedule.

c. At any time or times if there is no Trust Investment Advisor (TIA) serving hereunder, the Trustee of any trust hereunder may, in its uncontrolled discretion, employ investment counsel for any trust created hereunder. Trustee may consult with said counsel while so employed with respect to all matters concerning the investment of the trust assets and/or may delegate to said counsel all or any portion of its powers, authorities and discretion relating to the retention, sale or purchase of trust property.

d. Should Trustee choose to delegate said powers, authorities and discretion to said counsel, Trustee shall not be liable for any losses or other consequences resulting from the investment policy, investment advice or investment decisions of said counsel or from any action taken by or inaction of said counsel. Trustee may pay said investment counsel reasonable compensation for its services while so employed and charge any such payment as an expense of administering this Trust.

14. Latitude of Trustee Power. Trustee may exercise every other power (within the limits of discretion of a prudent man) not specifically granted by this declaration that may be necessary to enable him to create, continue, operate, expand or change the form of individual proprietorship, partnership, joint venture, corporation or other business in conjunction with this Trust including:

a. The power to invest in any kind of property real/personal including interest of shares in common Trust funds, mutual funds or open end or closed end investment funds.

b. The power to subdivide, raze, alter, vacate, partition, or release real estate and any or all improvements thereon to renew, amend, change, modify or extend leases, contract to make leases, grant options to lease, renew leases or to purchase the whole or any part of the reversion, to contract regarding the manner of fixing present or future rentals, and grant easements or changes of any kind on or with respect to such real estate.

c. The power to continue to hold and invest in, or otherwise contract to acquire any right, title or interest, real or personal, in oil, gas or other mineral property, wheresoever located, whether or not productive, including all fractional or undivided rights for whatever term of interest, royalties payments, together with all options and privileges relating in any way to the exploring, drilling, mining, developing, completing, operating, improving and financing of oil, gas and other mineral property.

d. The power to receive, retain indefinitely or invest in any interest in any holding company, family investment company, general or limited partnership, proprietorship, closely held corporation or other businesses; to rely upon the audited or un-audited reports of Certified Public Accountants as to the operations and financial conditions to any such business; to elect, employ and compensate regarding any such business and to delegate to others the power to perform such acts.

15. Executing Instruments for Administration. Trustee may execute and deliver all instruments that will accomplish or facilitate the exercise of the above powers and duties and to perform all other acts necessary or advisable to administer the Trust.

16. Separate Shares Management As A Unit. Trustee need not make a physical segregation of assets when dividing the Trust into shares, but may allocate undivided interest in property to such shares by an accounting procedure or may allocate different properties thereto and may administer the assets of all shares as a unit until such time as Trustee is required to make distribution. In such event, separate accounts must be kept for each Trust Estate and each share must be treated as a separate Trust for all purposes.

17. Risk Investments. Trustee may invest in options, futures or commodities and hold Trust securities in brokerage margin accounts if, in its discretion, such investments or holdings would seem prudent. Absent gross impropriety, Trustee shall not be held liable for any loss occurring as a result of such investments or holdings.

18. Insurance Premiums. Trustee may pay all premiums on any life insurance owned by this Trust (at Settlor's death) for the duration of the policy contract unless otherwise specified in this instrument.

C. ADMINISTRATIVE PROVISIONS

1. Undivided Retention. Trustee may hold and retain the entire principal of this Trust Estate until distributions will necessitate the actual division. Trustee may hold, manage and invest in account for any subtrust created hereunder by this Trust declaration by appropriate entries on books of account and may allocate to each share its proportionate part of all receipts and expenses.

2. Qualified Disclaimers. Unless otherwise expressly determined herein, the portion allocated to any beneficiary of this Trust who may “disclaim” his/her vested portion shall be distributed – according to the terms of this Trust – as though such disclaiming beneficiary did not survive the Settlor or otherwise as such disclaiming beneficiary shall determine in writing if such express determination was made by the disclaiming beneficiary.

3. Waiver of Bonds. No bond or other indemnity shall be required of any Trustee nominated or appointed hereunder.

4. Waiver of Court Jurisdiction. The Settlor expressly waives any requirement that any Trust be submitted to the jurisdiction of any court, or that Trustee be appointed or confirmed or that their accounts be heard by any court. This waiver shall not prevent any Trustee or beneficiary from requesting any of these procedures.

5. Succession, Appointment and Removal Procedures. If a vacancy in Trusteeship occurs (voluntarily and otherwise) and a Trustee to fill such vacancy is named in this declaration or by a procedural provision in this declaration, the vacating Trustee shall promptly notify such named successor, in writing, of the occurrence and date of the vacancy.

a. The named Successor Trustee's appointment shall become effective, following such a vacancy, upon Successor Trustee's written acceptance within thirty (30) days following the date of the vacancy. A notice of succession acceptance must be executed by the succeeding Trustee and made a part of this declaration. A copy of such notice shall be delivered to the vacating Trustee.

b. To effect the appointment of a Trustee, the person entitled to make such appointment shall file, with Trustee to be appointed, a written statement that such appointment is made. The appointment of a Trustee so appointed shall become effective upon receipt, by the person entitled to make the appointment, of the newly-appointed Trustee's written acceptance within thirty (30) days following the filing of such written statement.

c. Trustee shall, upon acceptance, duly succeed to the vacating Trustee's title to all of the Trust assets of the entire Trust Estate. To effect the removal of a Trustee other than the Settlor, the person entitled to remove Trustee shall either deliver to such Trustee a written statement that the removal is made, or mail such statement to Trustee's last known business address by registered or certified mail, return receipt requested. After such delivery or mailing, a removed Trustee shall have no further duties, other than to account, and shall not be responsible or liable for the acts of any Trustee.

6. Resignation Right. Any Trustee shall have the right to resign at any time by delivering a written resignation to those entitled to appoint a Trustee. The resignation shall be effective sixty (60) days after the date of delivery of the resignation, or upon the earlier appointment of a Trustee. After the resignation becomes effective, Trustee shall have no further duties and shall not be responsible or liable for the acts of any Trustee.

7. Duty to Inform and Report. If someone other than Settlor is serving as Trustee, the appointed Trustee, (or Executor of any deceased Trustee) shall keep a *qualified beneficiary(s)* of this Trust reasonably informed as to the administration of this Trust and the material facts necessary for such beneficiaries to protect their interests.

a. Within sixty (60) days of accepting trusteeship, Trustee shall notify all qualified beneficiaries of its acceptance of trusteeship and shall provide said beneficiaries with its name, current address and current telephone number (and e-mail address if requested).

b. Within sixty (60) days after the date Trustee acquires knowledge of this Trust becoming irrevocable whether by the death of the Settlor or otherwise, Trustee shall notify the qualified beneficiaries of the Trust's existence, of the identity of the Settlor, of the right to request a copy of the Trust instrument, of the right to a Trustee's report as provided herein, and shall notify the qualified beneficiaries in advance of any change in the method or rate of Trustee's compensation.

c. Upon request (only) by the interested parties (distributees), Trustee shall send to the distributees and permissible distributees of Trust income or principal, and to other qualified or nonqualified beneficiaries, at least annually and at the termination of the Trust, a report of the Trust property, liabilities, receipts, and disbursements, including the source and amount of the Trustee's compensation, a listing of the Trust assets and, if feasible, their respective market values. To the extent possible and reasonable, Trustee shall be allowed to allocate the expense (a portion of Trustee's fees) directly to the requesting beneficiary's (capital) account prorata relative to the time/expense of providing such (accounting) report(s) to any such requesting beneficiary and, as applicable, may withdraw the expense of administration thereof from such account(s).

d. Upon vacancy in a trusteeship, unless a Co-Trustee remains in office, a report must be sent to the qualified beneficiaries by the former Trustee (or that Trustee's personal representative, conservator or guardian on behalf of the deceased or incapacitated Trustee).

e. The "*report*" as described herein, may be informal in nature and can be accomplished by copies of tax returns, brokerage statements and the like; the approval of these accounts by those persons, in writings delivered to any Trustee, shall constitute a valid and effective release of such Trustee with respect to all transactions disclosed by the accounts, and shall be binding and conclusive as to all persons.

f. Notwithstanding the above, a beneficiary(s) may waive the right to a Trustee's report or other information otherwise required to be furnished under this section; and the beneficiary may subsequently withdraw such waiver with respect to future reports and other information.

g. For purposes of this section, the term “qualified beneficiary” is defined as (i) a charitable entity and/or (ii) a natural person vested – as in having legally equitable rights through the terms of this Trust because of an event described herein that has (already) happened – as to the income and/or principal distributions of this Trust.

8. Unanimous Vote and Delegation. If more than one Trustee is serving, their powers shall be exercisable by unanimous consent only. If unanimity cannot be reached as to a particular action to take then the dissenting Co-Trustee(s) may, IN WRITING, disavow his/her capacities and responsibilities as Trustee concerning such divided/delegated action.

9. Custody of Assets. If a corporate Trustee is nominated to serve by any Trustee, it shall have custody of all assets, handle receipts and disbursements and prepare accountings.

10. Change of Trust Situs. Settlor and/or Trustee (for any judicial reason) may transfer situs of the administration of this Trust from the state of Nevada to another state, as allowed, and elect to have the governing law of this Trust be the laws of such state even if contrary to any provisions herein.

11. Income at Termination. Unless such income is expressly made subject to an income beneficiary's general power of appointment, any accrued or undistributed income at the termination of a Trust with a sole income beneficiary shall be distributed to such beneficiary, or if deceased, to his/her estate; in all other cases such income shall be added to principal.

12. "S" Corporation Election. Any "S" corporation stock transferred to this trust may continue to be treated as an "S" election corporation to the extent allowable and pursuant to the Internal Revenue Code of 1986, as amended. In such case, any beneficiary's share that may be vested with any "S" corporation stock, pursuant to the distribution provisions of this Trust Agreement, shall be administered by Trustee, *as pertaining to such "S" stock*, as follows:

a. All *income* from such "S" corporation stock must be distributed at least annually to such beneficiary of that beneficiary's prorata portion of the Trust Estate consisting of such "S" corporation stock. All such stock interest must be distributed to such beneficiary upon the termination of this Trust if such beneficiary is then living.

b. Notwithstanding the above, Trustee may, in its discretion, implement the "electing small business trust" (ESBT) federal code pursuant to the terms of IRC Section §1361(e)(1) at any time to all or part of this Trust Agreement pursuant to "S" corporation stock transferred herein on behalf of the designated, permitted beneficiary(s) named herein. If the ESBT election is made, Trustee shall not make any ESBT elections on behalf of any beneficiary of this Trust unless such beneficiary(s) is a "permitted beneficiary" as prescribed Section §1361 (e)(1)(A) and Treasury Regulation Section 1.1361-1(m)(2)(ii).

c. Notwithstanding, if at any time any shares of a "S" Corporation as defined in Subchapter S of the Internal Revenue Code and set forth in Sections §1361 through §1379, as amended, are held in this Trust and it is deemed that the provisions herein preclude this Trust from qualifying as a trust permitted as a shareholder of "S" Corporation stock pursuant to Section §1361(c)(2) regarding an ESBT, then the living/existing beneficiary(s) of such trust and the "S" Corporation stock allocated to each such beneficiary shall be held as a separate trust, hereinafter referred to as a "Qualified Subchapter 'S' Trust" (QSST) and administrated by Trustee in compliance with the rules prescribed therein.

d. It is the Settlor's intent that no QSST created hereunder is administered in such a manner as to cause the termination of the "S" Corporation status of any corporation whose stock is held in such QSST. Accordingly, to the extent that the terms of this Trust Agreement are inconsistent with any trust created hereunder that qualify as a QSST for federal income tax purposes, it is Settlor's intent that the terms of the QSST be nullified.

13. Payment of Generation-Skipping Tax. As defined in Section 2613 of the Internal Revenue Code, a "taxable termination" occurs on the termination of an interest or power of any younger generation beneficiary of this Trust who is assigned to a generation older than that of any other person who is a younger generation beneficiary.

a. A "taxable distribution" occurs when Trust property, other than income, is distributed to a younger generation beneficiary who is assigned to a generation younger than that of any other older generation beneficiary.

b. If a taxable termination or taxable distribution is deemed to have occurred according to the definitions of this paragraph and any generation-skipping tax is thereby imposed, to the extent the tax is not otherwise paid, Trustee, with respect to each beneficiary who is a transferee or deemed transferee for purposes of computing the tax, shall withhold or otherwise provide for the tax so computed, from the portion of the Trust assets to be transferred or deemed to be transferred to such beneficiary within the time allowed by applicable statutes and before completing distribution.

14. Authenticity and Notices. Trustee may rely on any information, document or other paper believed to be genuine without incurring liability for any action or inaction based thereon. Until Trustee shall receive written notice of any birth, marriage, death or other event upon which the right to payments from the Trust Estates may depend, Trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

15. Investigation not required. No person or corporation transacting with Trustee shall be required to investigate Trustee's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

16. Trustee-Installed Amendments. Trustee may, upon giving notice to each beneficiary, amend, either in whole or in part, any administrative provision of this Trust which causes unanticipated tax liability, or conform the administrative provisions of this Trust to the requirements of the taxing authorities, as well as any particular state law requirements applicable therein. Trustee is, therefore, expressly authorized to enter into any agreements with the Internal Revenue Service or any other governmental body and to execute any documents as will, in Trustee's discretion, tend to minimize the taxes resulting from this Trust.



17. Qualified IRA Designated Beneficiary Trust. For the purposes of employing terms and provisions required to qualify this Trust as a "Designated Beneficiary Trust" so as to optimize the *minimum distribution rules* for IRA and/or other qualified plan allocations and distributions as defined in Title 26 USC § 401(a)(9) and the separate accounts rule as determined under CFR § 1.401(a)(9)-8, A-2(a)(2), the following shall apply:

a. Unless otherwise determined by specific provisions in this Trust, Trustee shall satisfy any allocation(s) and/or obligations herein to any charity or other statutory entity – including, but not limited to, estates, corporations, partnerships and governments – by distributing such charitable, or other statutory-entity allocation(s), or required payments in its entirety prior to September 30th of the year following the year of the Settlor's death.

b. Unless otherwise specified herein, in no event shall any allocation(s) to charitable or other statutory-entity (non-natural) beneficiaries from this Trust Estate be comprised of IRA and/or other qualified retirement plan assets.

c. Trustee shall present this Trust, or a certified copy hereof, to the relevant qualified retirement plan provider(s) no later than October 31st of that same year referred to in the (immediate) above paragraphs to identify and certify the qualified beneficiaries of this Trust prior to September 30th of that same year.

d. Taking into account the long-term (tax-deferred) benefits that may be derived for the beneficiaries of this Trust, it is the Settlor's intent to maximize the minimum distribution rules as defined in Title 26 USC § 401(a)(9) and the separate accounts rule as determined under CFR § 1.401(a)(9)-8, A-2(a)(2) to the extent allowable where any age-based allocations of IRA and/or other qualified plan assets of this Trust are prescribed herein.

e. To that end, and *unless otherwise specified in this Trust*, it is the intent that only minimum annual distributions – the least amount allowable by law – shall be made to each designated beneficiary herein until the specified age for that respective beneficiary to receive IRA and/or other qualified retirement plan assets outright (which have been allocated to such beneficiary) has been attained.

f. Relative to such cases, Trustee may establish separate sub-trust accounts for each beneficiary (if required) then vested to receive IRA and/or other qualified plan distributions over an age-based allocation period(s) established hereunder and – if not previously arranged by the Settlor – submit a request to the relevant IRA vendor(s) to establish separate accounts thereunder for each Trust beneficiary designated to receive annual IRA and/or other qualified plan distributions through this Trust.

g. As the Trustee of a Designated Beneficiary Trust(s) defined above, and as per the rules prescribed in USC §402(c)(11)(B) concerning allowable non-spouse beneficiary rollover provisions, Trustee may rollover any qualified retirement account payable to this Trust to an “Inherited IRA” account, which Trustee may create as necessary, and administer the receipts thereof as Trustee on behalf of the beneficiaries of this Trust as identified in Article Four, as applicable, and as per the terms of this section.

18. Non Liability in Good Faith. Trustee shall not be held liable for any loss or damage arising out of its acts or omissions in connection with the performance of its duties hereunder, except for its gross negligence, willful misconduct or bad faith. Good faith shall be presumed when the Trustee is acting pursuant to the advice of any attorney, accountant, appraiser or other agent retained by it, or when the Trustee is complying with a direction or decision of any Trust Protector or Trust Investment Advisor hereunder.

a. Trustee shall be indemnified from the trust property with respect to any act or omission at issue against any liability or expenses of litigation, including, without limitation, attorney fees and costs, to the extent that such act or omission is not adjudicated or finally determined by a non-appealable court order to be due to the Trustee’s gross negligence, willful misconduct or bad faith.

b. The Trustee shall be entitled to payment for such expenses of litigation as soon as they are incurred, provided, however, that if such act or omission is adjudicated or finally determined by a non-appealable court order to be due to the Trustee’s gross negligence, willful misconduct or bad faith then it shall reimburse the trust for the expenses paid in connection therewith. (The foregoing provisions shall also apply to any Investment Advisor serving hereunder.)

19. Environmental Law Indemnification. The Trustee shall be held harmless from and shall be indemnified from the trust and by the Settlor for any liability or expense, including reasonable attorney fees, incurred as a result of any violation, actual or alleged, of any environmental law or regulation with respect to any property which the Trustee has actually or allegedly accepted. The Trustee is expressly authorized to take such remedial action as it deems appropriate in its sole discretion to prevent, abate, remove or otherwise respond to any actual, threatened or alleged violation of, or otherwise comply with, any environmental law or regulation, or federal, state or local agency or Court order, affecting any such property.

20. Trustee’s Declination of Custody. Notwithstanding any provision of this Trust agreement to the contrary, and unless otherwise assented to in writing, any Trustee serving hereunder, including any Corporate Trustee, shall have the power and authority to fully decline the retention, custody, administration, and the responsibility to administer, any asset of this Trust Estate including real estate, closely held business interests, tangible personal property or any other asset that does not meet said Corporate Trustee’s current standards for acceptance.

a. Any property not accepted and so declined hereunder by the Trustee (including any such assets in any trust hereunder at the time of the Trustee’s acceptance of trusteeship), shall be held and administered by a Special Trustee in a separate trust – which shall be referred to as the “Special Asset Trust” – further identified by a listing on a Schedule S/A attached hereto.

b. Depending on the nature of the assets, the role of the Special Trustee may include the general responsibilities of trusteeship such as the procuring and payment of insurance policies, payment of property and/or income taxes, payment of mortgages or other debts, payment of all expenses of upkeep and maintenance, ongoing management, collection of income, investment management decisions and fiduciary record keeping and accounting.

c. The Special Trustee (and any successor Special Trustee, in the event of a vacancy in the office of Special Trustee) shall be appointed by the Trust Protector of this Trust as such is authorized to appoint a successor Trustee to fill a vacancy in the office of Trustee pursuant to Article Five, and may be removed by the person or persons, if any, then entitled to remove a Trustee pursuant to the same.

d. If a vacancy in the office of Special Trustee arises and no person is then entitled to appoint a successor Trustee to fill a vacancy in the office of Trustee pursuant to Article Five, then the Trustee (then serving) shall appoint the Special Trustee and may remove any Special Trustee so appointed. The Trustee shall have no liability for the acts or omissions of the Special Trustee.

e. The Trustee and the Special Trustee may, in their sole discretion, pay, loan or advance funds to each other, and neither shall have a duty to inquire into the use of any such transferred funds, nor to see to their application. In addition, the Special Trustee shall from time to time transfer to the Trustee any assets of the separate trust which are acceptable to the Trustee and which are not necessary for the proper administration of the separate trust, including but not limited to proceeds, rent, royalties, interest, dividends or other income.

21. Decanting Authorization. With regard to any trust created by or pursuant to this Agreement of which the Trustee has the power to invade the principal of the trust to make distributions to or for the benefit of one or more persons, regardless of whether such power is subject to an ascertainable or non-ascertainable standard, the trustee may instead exercise the power by appointing all or part of the principal of such trust (the "First Trust") in favor of the trustee of another trust (the "Second Trust"); provided, however, (i) that the beneficiary(ies) of the Second Trust may only be one or more of the beneficiaries of the First Trust, (ii) that any standard to which the trustee's power to invade the principal is subject in the First Trust is the applicable standard with respect to principal distributions set forth in the Second Trust, and (iii) that the exercise of such power is consistent with the allowances, requirements and/or restrictions regarding the Second Trust set forth to the extent not otherwise provided to the contrary herein.

D. CORPORATE TRUSTEE POWERS:



1. When a Corporate Trustee is serving under the terms of this Trust, then the following shall apply notwithstanding any other provision of this Trust to the contrary:

a. Said Corporate Trustee shall have the power, in addition to and not in substitution for all powers conferred on the Trustee hereunder and by law, in its sole and absolute discretion without court order or approval, to engage with or without discretionary powers any appropriately licensed and registered person, corporation, partnership or other entity affiliated with said Corporate Trustee or any parent or subsidiary of the foregoing ("Affiliated Entity") to render services to any trust hereunder, including, without limitation: investment management services; brokerage services; and custodial services.

(i) The Corporate Trustee may deal between such Trust Estate and itself or any Authorized Party in any principal or agency transaction - by either party acting in any capacity (including, but not limited to, acting as trustee, personal representative, employee, agent, or partner) - in buying, selling, pledging, leasing, and exchanging assets, in furnishing or receiving goods, services, or facilities, and in borrowing or lending funds or participating in other extensions of credit when, in its sole discretion, such transaction shall be to the benefit of the Trust Estate. The foregoing shall apply regardless of any compensation, gain, or profit derived by the Corporate Trustee and/or any Authorized Party acting in any capacity in connection with any such transaction.

(ii) If, at any time, any Corporate Trustee serving hereunder is merged or consolidated with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of the original Corporate Trustee, and in such capacity shall possess all rights, titles, and powers of the original Corporate Trustee.

b. Any Authorized Party may furnish services to any trust estate created in this Agreement in any capacity as may be necessary or desirable in Corporate Trustee's sole discretion for the proper management, protection, and sale or other disposition of any part of the trust property, and may receive and retain customary and reasonable compensation for services in any such capacity. The Authorized Party (or parties) shall act without bond or security and shall not account to any court.

c. In the event that any person employed by an Authorized Party shall also be acting as an officer or director of any corporation in which the Trust may own stock or other securities or as an officer or director of any affiliate of such corporation or may be a candidate for election as such officer or director, such person may act as such officer or director and receive compensation thereof in the same manner as if he were not employed by an Authorized Party, and shall not be disqualified from voting for his election to such office or for membership on the board of directors for the reason that he is employed by an Authorized Party, or for the reason that he may be receiving compensation for serving in any such capacity.

d. Settlor hereby acknowledges that the Corporate Trustee, or any successor to it, and each of its subsidiaries and affiliates is an Authorized Party as defined herein and that the foregoing provisions are applicable to the Corporate Trustee, or any successor to it, and each of its subsidiaries and affiliates.

(i) During such time any Authorized Party that is associated or affiliated with the Corporate Trustee is serving as a Trustee under this Agreement (except as may otherwise be provided in this Agreement) Settlor hereby directs that the Trustee may engage the Corporate Trustee, any successor to it, or such of its subsidiaries or affiliates to provide services required by the Trustee.

(ii) Notwithstanding the above paragraph, Trustee shall not be required to engage such Corporate Trustee or any of its subsidiaries or affiliates to effect principal transactions in securities.

2. For the purposes of engaging activity with any Investment Advisor, also known as a Trust Investment Advisor (TIA) herein, the TIA shall direct the Corporate Trustee as to the selection of the broker/dealer or other party for the purpose of accepting and processing trades and certain other services in connection with the administration of the Trust. Such direction shall be made by a writing signed by the TIA and delivered to the Trustee, which writing shall be in the form attached hereto. By providing such direction, the TIA also authorizes the Trustee to: (i) provide statements and personal and other information to the broker/dealer or other party as the Trustee in its sole discretion deems appropriate; and, (ii) receive information from the broker/dealer or other party and to rely solely on the accuracy and completeness of the information received without the need for independent verification. The Trustee shall not be responsible for overseeing or reviewing the actions of the broker/dealer or other party, and such responsibility shall reside solely with the TIA.

a. Trustee may engage any corporation or other entity affiliated with the Corporate Trustee (“Affiliated Entity”) or any other entity or person to provide services to any trust hereunder, including, without limitation, as custodian, transfer agent, registrar, sponsor, underwriter and/or distributor, and to pay or receive compensation for any such services from trust property without reduction of any reasonable compensation paid to the Corporate Trustee for its services as Trustee, unless otherwise noted on its published fee schedule.

b. Trustee may invest in shares of one or more open-end investment companies for which an Affiliated Entity serves as investment manager or advisor, custodian, transfer agent, registrar, sponsor, underwriter, distributor and/or other service provider, and from which the Corporate Trustee or an Affiliated Entity receives reasonable compensation for such services. The Affiliated Entity may receive such compensation in addition to the compensation paid to the Corporate Trustee for its services as Trustee.

c. Trustee may also invest in securities or other investments issued, distributed, or otherwise serviced by the Trustee’s Affiliates. Trustee may include such amounts invested in such securities or other investments in assets subject to its fees; in addition, Trustee’s Affiliates are then entitled to receive reasonable fees or compensation in connection with its services to or in relationship with the investment(s).

d. Trustee may acquire assets including but not limited to load and no-load mutual funds, face-amount certificates, annuities, limited partnerships, insurance products, and certificates of deposit. Such transaction may constitute a conflict of interest or self-dealing; however, investment and retention of such assets is permitted so long as such services and products are provided with substantially the same terms and conditions as offered by Trustee's Affiliates to similarly situated clients.

e. Trustee's Affiliates in issuing, distributing, managing, or underwriting any assets acquired by this Trust shall be entitled to receive their standard commission rates, management fees, and other compensation without reduction for any compensation paid to the Trustee for its services.

3. At any time and from time to time, the corporate Trustee may delegate to any Co-Trustee or any other individual or entity, including, but shall not be limited to the Corporate Trustee, or any successor to it and any of its subsidiaries and affiliates (and any individual Trustee may delegate to the corporate Trustee) any or all of the delegating Trustee's powers and authorities conferred upon such Trustee by law or by this Agreement provided, however, that a power or authority specifically conferred upon a Trustee to the exclusion of any other Trustee or any other person or entity is not delegated.

a. The delegating Trustee may at any time revoke such delegation. Such delegation or revocation shall be evidenced by an instrument in writing signed by the delegating Trustee, acknowledged, and delivered to the Trustee or other person or entity to whom the delegation is made and a copy shall be filed with the records pertaining to the trust involved.

b. So long as any such delegation is in effect, any power or authority hereby delegated may be exercised by the Trustee or other person or entity to whom such delegation was made with the same force and effect as if the Trustee delegating such power or authority had itself joined in the exercise of such power or authority in the taking of such action.

4. The Corporate Trustee and any successor Corporate Trustee hereunder (if any), shall be entitled to receive compensation for its services in accordance with its published schedule of charges currently in effect at the time such services are rendered. In addition to the foregoing fees, compensation may be paid to any Authorized Party and/or Affiliate and to any special Nominee Trustee in accordance with the provisions of this Agreement. Any Authorized Party and/or Affiliate shall also be entitled to receive and retain from any money market fund or similar entity payments as authorized under Rule 12b-1 of the Investment Company Act, in connection with the distribution of the securities of any such fund or entity in relation to the Authorized Party.

a. In addition, all such compensation of the Trustee and all expenses of trust administration shall be paid as an expense to this Trust, and may be charged in whole or in part, to either income or principal, or partly to each.

b. Notwithstanding any Article or provision of this Trust to the contrary, Trustee shall have absolute discretion in allocating its fees and other administration expenses between principal and income, and any payment to the Trustee shall be made directly from the assets of this Trust.

5. No successor Trustee hereunder shall have any duty or responsibility to audit or review the actions or accounting of its predecessor Trustees; each successor Trustee hereunder is expressly relieved from any and all liability or responsibility for the actions or failure of any such predecessor.

6. The Corporate Trustee is authorized to appoint a person or qualified corporation at any time to act as Special Trustee (or Nominee Trustee) for the administration of property with respect to which the primary Trustees shall make the determination, in their discretion, that they are not eligible to act or cannot administer in a practicable manner. The primary Trustees may at any time revoke such appointment.

a. So long as any such appointment is in effect, any power or authority hereunder that would be exercisable by the primary Trustees with respect to the assets to be administered by the Special Trustee, if the primary Trustees were subject to no restriction or limitation with respect to the administration of such assets, may be exercised by the Special Trustee with the same force and effect as if the primary Trustees had themselves taken such action in the absence of any such restriction or limitation.

b. The Special Trustee shall act without bond or security and shall not account to any court. The Special Trustee may receive and retain customary and reasonable compensation for services in such capacity in addition to the compensation to which the primary Trustees are entitled under this Agreement.

7. If at any time the expense of maintaining the Trust estate or any of the separate shares thereof created hereunder shall, in the sole judgment of the Trustees, not be justified, then the Trustee (in its own discretion) may pay over the then principal of such trust or share thereof and the undistributed income, if any, to the person or persons then entitled to receive or benefit from the income therefrom in the proportions in which they are entitled to such income, and such trust or share thereof shall thereupon terminate, notwithstanding any provision to the contrary in this Agreement.

8. Prior to delivering trust assets to a successor Trustee or to making any partial or complete distribution of principal hereunder (other than a distribution that is made in the exercise of Trustee's discretion and does not terminate the trust), the Trustee may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution, or may require court settlement of such accounts. All of the Trustee's fees and expenses (including attorney fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.

9. Any Corporate Trustee hereunder may resign as to any separate trust hereunder by delivering its written resignation to a majority in interest of the beneficiaries to whom income from such separate trust may then be paid hereunder.

a. A majority in interest of the beneficiaries then entitled to receive income from such separate trust hereunder may, without liability to any present or future beneficiary of any trust created hereunder, approve the accounts of and give a full and complete release and discharge to any resigned Corporate Trustee hereunder and, upon approval of the accounts of a resigned corporate Trustee, shall appoint any bank or trust company having a combined capital and surplus of not less than One Million Dollars (\$1,000,000.00), wherever located, as successor Trustee.

b. Such persons have the right without the concurrence of any remainderman or other part in interest to determine (on behalf of all beneficiaries) the propriety of giving any such approval, release and discharge, notwithstanding that their interest may possibly be or become adverse to those of other beneficiaries.

c. Such approval, release and discharge shall have the same effect as a final decree of a court of competent jurisdiction. The legal representative of the estate, parent or guardian of any beneficiary under disability shall receive notice for and may act on behalf of such beneficiary under this paragraph.

d. The resignation of any Corporate Trustee (or Affiliate) shall become effective upon the appointment and acceptance by a Successor Trustee or upon the release by the majority beneficiaries if no Successor Trustee or other person able to appoint a Successor Trustee is then serving. Upon resignation, Corporate Trustee (or Affiliate) shall pay over, deliver, assign, transfer, or convey to such appointed Successor Trustee the assets of this Trust Estate and shall make a full and proper accounting to said Successor Trustee. Once resigned, a Corporate Trustee (or Affiliate) shall be fully released of liability for the actions of any Successor Trustee.

10. The Trustees shall be under no duty (and shall not be liable to any beneficiary for failure) to buy, sell or engage in any transaction directly or indirectly involving securities concerning which the corporate Trustee, in its corporate capacity or through an Authorized Party as defined in this Agreement, may have acquired any information which has not been disclosed to the public.

11. The Trustees have the power to (i) invest and reinvest Trust assets, not restricted to "legal investments" or limited by the "prudent investor rule"; (ii) borrow money for any purpose including collateralizing Trust assets to purchase and sell property and/or securities; (iii) buy, sell and trade in securities of any nature (including "short" sales) on margin, and for such purpose may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the trustee; and (iv) to undertake banking transactions with financial institutions including the ability to open accounts with such institutions, write checks on those accounts, make deposits and withdrawals from those accounts, borrow money and to generally undertake banking transactions with any financial institutions.

12. The Trustees are further authorized to buy, sell and trade in securities of any nature (including "short" sales) on margin, and for such purpose may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustee.

13. Settlor reserves the right to direct the Trustee on how to invest the trust assets. The Trustee shall have investment authority over Trust assets that are not directed by the Settlor or other provisions of the Trust. At the incapacity or death of the Settlor, the Trustee shall have investment authority over all Trust assets and thereafter retain, increase, decrease or eliminate such investments including being able to sell any of the Settlor-directed investments without the authorization of the Settlor if the Trustee determines that such sale is appropriate to generate liquidity for the administration of the Trust. Settlor acknowledges that Trustee or its affiliates may receive payments from mutual funds or their affiliates in connection with the funds sold to the trust. Recognizing operating costs associated with such payments, Settlor authorizes Trustee to charge its fees per its published fee schedule on all assets of the trust. Settlor acknowledges that the Trustee shall not be responsible for any costs, liabilities or losses incurred as a result of following Settlor's directions on investments.

<I>

14. IRA Administrative Trustee & Terms. Per certain terms as prescribed herein by the RECITAL OF PROPERTY OWNERSHIP & TRANSFER (P.1/supra) the Corporate Trustee identified in this Trust shall, *if not then already currently serving as the Trustee of this Trust*, serve in a special trustee office referred to as the "IRA Administrative Trustee" immediately upon Settlor's direct assignment of any 26 USC §408 Traditional and/or Roth IRA account(s) to this Trust or when such has become payable to this Trust, and/or when any other Employee Retirement Income Security Act (ERISA) regulated qualified plan(s) may become payable to this Trust. The "Corporate" IRA Administrative Trustee shall create and administer a separate IRA account(s) on behalf of the Settlor, per the requirements defined in 26 CFR 1.408-2, which shall not be commingled with any of Settlor's other accounts held in this Trust. Upon Settlor's request, such accounts may later be reformed and administered as separate "Inherited IRA" trust accounts for each respective IRA-vested beneficiary named herein for the purposes of fully optimizing tax and asset protection planning, and distributed according to the terms specified in Article Four (supra).

E. TRUST INVESTMENT ADVISOR

1. Role of Trust Investment Advisor. The **Trust Investment Advisor (TIA)**, also referred to as the "Investment Advisor" of this Trust, may advise Trustee as to investing the assets of each trust hereunder and make sales and purchases of trust property and change trust investments, provided such transactions do not result in a withdrawal of assets from the Trust; the Trustee shall correspondingly execute any documents and take any actions necessary to effectuate said discretion of the TIA. At any time when a TIA is serving, the Trustee shall make sales and purchases of trust property and change trust investments as the TIA shall direct in a writing signed by the TIA and delivered to the Trustee.

2. Delegation of TIA Power to an Agent. The TIA may delegate its authority and discretion to an agent of the TIA to direct the investment of trust assets, to make sales and purchases of trust property and to change trust investments to an authorized individual representative or employee of the TIA, and the term *Trust Investment Advisor (TIA) or Investment Advisor* as used herein shall be deemed to include any such delegate. The TIA shall notify the Trustee in writing of any such delegation, and the Trustee shall be entitled to rely upon directions received from said delegate until it receives written notification from the TIA of the termination of said delegation.

3. Appointment of a Sub-Advisor. The TIA may provide investment management services through a “sub-advisor” of the TIA’s selection. The TIA shall be solely responsible for the supervision and oversight of any sub-advisor. The TIA shall notify the Trustee in writing of its selection of any sub-advisor, and the Trustee shall be entitled to rely upon information and directions received from said sub-advisor until it receives written notification from the TIA of the termination of said sub-advisor.

4. Trustee Not Responsible for TIA. The Settlor understands and agrees that the Trustee will not be responsible for any review or oversight of any TIA’s investment policy, investment advice or investment decisions notwithstanding that the Trustee may receive reports from and communicate with the TIA regarding trust assets in connection with the performance of its duties as Trustee.

5. Non-marketable Assets Accounting. For all non-marketable assets held in the trust, the TIA shall be responsible for providing to the Trustee all information with respect to such assets, including but not limited to, periodic valuations as required by the Trustee to perform its duties, and the Trustee is entitled to rely absolutely on any information given to it by the TIA with respect to such non-marketable assets without the need for further inquiry.

6. TIA’s Power Regarding Investments. The TIA’s powers with respect to the investments of each trust hereunder are, and shall be exercised as, subject to the limitations and restrictions of the broker dealer by which the TIA is then currently licensed.

7. Powers of the Trust Investment Advisor. Upon written directions – that may include electronic mail – delivered to the Trustee, the TIA may: (a) direct the Trustee to invest the Trust Estate of each trust created under this trust agreement in one or more of the recommendations by the TIA whether or not then selected, or offered, by the Trustee; (b) direct the Trustee to discontinue the investment election previously made to invest trust assets in a particular recommendation by the TIA and then to invest the Trust Estate (or each particular trust) in a different recommendation by the TIA whether or not then selected, or offered, by the Trustee; and, (c) direct the Trustee to discontinue the investment election previously made to invest trust assets in a particular recommended investment and then to provide no further investment direction with the further understanding, acknowledgment and consent that the Trustee may elect to continue using the same recommended investment previously elected by the TIA. None of the powers or discretion granted herein to the TIA shall be exercised in a manner inconsistent with the other provisions of this instrument or the law otherwise applicable hereto regarding investments or the retention and disposition of trust assets.

8. Investment Advice Discontinued. Upon written notice delivered to the Trustee, the TIA may elect to provide no further investment direction to the Trustee so that all investment decisions shall be made thereafter exclusively by the Trustee. The Trustee shall maintain full investment discretion until such time as the TIA provides the Trustee with written investment directions in a manner as set forth above.

9. Investment Advice Not Provided. In the event that the TIA provides no investment direction to the Trustee hereunder within thirty (30) days after acceptance of the appointment as TIA, or in the event that the TIA does not provide written notice that no investment direction is being provided as set forth hereof within thirty (30) days after acceptance of the appointment as TIA, investment decisions shall be made thereafter exclusively by the Trustee until the TIA provides the Trustee with written investment directions as set forth herein.

10. Duties of Trustee with Respect to TIA. While any investment directions of the TIA, pursuant to the powers described herein, remain in full force and effect, the Trustee shall have no responsibility to monitor, approve or otherwise review the decisions of the TIA with respect to selecting or discontinuing a recommended investment. The Trustee's only duty with respect to the TIA is the implementation, in a reasonable and prudent manner, of the written directions received from the TIA and to provide the TIA with a trust accounting not less frequently than annually.

11. Exoneration from Liability. Trustee shall not be held liable for any loss or damage arising out of its acts or omissions in connection with the performance of its duties hereunder, except for its gross negligence, willful misconduct or bad faith. Good faith shall be presumed when the Trustee is acting pursuant to the advice of any attorney, accountant, appraiser or other agent retained by it, or when the Trustee is complying with a direction or decision of any Trust Protector or Trust Investment Advisor hereunder.

a. Trustee shall be indemnified from the trust property with respect to any act or omission at issue against any liability or expenses of litigation, including, without limitation, attorney fees and costs, to the extent that such act or omission is not adjudicated or finally determined by a non-appealable court order to be due to the Trustee's gross negligence, willful misconduct or bad faith. Trustee shall be entitled to payment for such expenses of litigation as soon as they are incurred, provided, however, that if such act or omission is adjudicated or finally determined by a non-appealable court order to be due to the Trustee's gross negligence, willful misconduct or bad faith then it shall reimburse the trust for the expenses paid in connection therewith.

b. The Trustee shall have no liability to the Settlor, any beneficiary of the Trust Estate, or any other party, arising from its actions pursuant to the direction of either the TIA or the Settlor or the Settlor's Trust Estate.

c. The Settlor and the Trust Estate, both during Settlor's lifetime and after «hisher» decease, hereby indemnify and hold Trustee harmless against any and all costs, liabilities and claims (including reasonable attorney fees and expenses) against the Trustee arising from any action or inaction of the Trustee pursuant to the direction of either the TIA or the Settlor; the amount of any such indemnification may be satisfied by the Trustee from the Trust Estate and charged against the principal or income thereof, as the Trustee shall (in its discretion) determine.

d. Trustee shall be held harmless and indemnified from the trust and by the Settlor for any liability or expense, including reasonable attorney fees, incurred as a result of any violation, actual or alleged, of any environmental law or regulation with respect to any property which the Trustee has actually or allegedly accepted.

e. The Trustee is expressly authorized to take such remedial action as it deems appropriate in its sole discretion to prevent, abate, remove or otherwise respond to any actual, threatened or alleged violation of, or otherwise comply with, any environmental law or regulation, or federal, state or local agency or Court order, affecting any such property. All costs and expenses incurred by the Trustee in connection with such action shall be paid by the trust or the Settlor.

12. Proxies and Other Legal Matters. Trustee shall not take any action or render any advice with respect to voting proxies, consenting to corporate actions or any other rights trustee has as owner, relating to securities held in the Trust, except to the extent required by law; and, the TIA shall have the right and obligation to vote any proxies, consent to any corporate actions or exercise any other rights as owner relating to the securities held in the Trust; provided, however, that TIA may delegate such rights and obligations to any properly authorized agent.

13. Excepted Assets. Notwithstanding the provisions of this Article, the TIA shall have no power, authority or discretion with respect to any assets held hereunder as corpus of the Special Asset Trust except as defined above.

14. Removal of TIA & Successors. The Settlor or the Trust Protector (after the Settlor is unable to act on «hisher» own accord) may remove the appointed TIA then acting, for any cause or for no cause, by delivering written notice of such removal to the TIA then acting and to the then acting Trustee effective immediately upon the receipt of Removal Notice by the TIA. Upon such removal or upon the death, disability, refusal to act or resignation of any TIA then acting, and from time to time thereafter, the successor TIA, as provided in Article Five (supra) shall act as TIA.

a. The incumbency of each successor TIA shall commence upon such successor's acceptance to serve as the TIA and delivery of written notice of such acceptance to the Trustee and of the Trustee acceptance, *in writing*, to the appointment of the successor TIA.

b. Upon the Trustee's notice of the death, disability, refusal to act or resignation of any TIA then acting, the (successor) Trustee shall provide written notice to the designated successor TIA of the successor appointment.

c. In the event that the designated successor TIA does not accept the appointment to serve as such by delivery of a written notice to the Trustee within thirty (30) days after the Trustee's notification of the appointment as successor TIA, it shall be presumed that said individual has refused to act as TIA and the next named successor, if any, shall then be notified of the appointment to serve.

15. Resignation and Disability of TIA. Any TIA may resign as TIA of any trust herein established by giving written notice of such resignation to the Trustee then acting. Written certification of the TIA's legal disability or the certificate of two licensed physicians that the TIA is unable physically or mentally to manage his or her business affairs shall be conclusive evidence of the TIA's "disability" as referred herein.

16. Reversion of Powers of TIA to Trustee. At any time when there is no TIA or successor TIA serving pursuant to the terms and conditions of Article Five (supra), the powers of the TIA shall cease and terminate and such powers shall be vested in the Trustee as set forth above.

a. If a TIA vacancy is created in regarding any trust hereunder and is not filled as provided in Article Five (supra) within sixty (60) days of a determination by the Trustee that the previous TIA has ceased to serve, then after the expiration of said sixty-day period (i) no successor TIA may be appointed without the consent of the Trustee and (ii) the Trustee shall at all times exercise all powers, authorities and discretion with respect to the investments of said trust.

b. Such determination that the TIA has ceased to serve may result from the notice required hereunder in which case such determination will be deemed to have been made on the date of said notice, or from any other means, in which case such determination shall be deemed to have been made on the date of a writing documenting such determination that is signed and dated by the Trustee.

c. Any such writing documents such determination TIA vacancy by Trustee shall delivered to (i) each person who is then entitled or eligible to receive net income from said Trust who is then living and not legally incapacitated and/or to the guardian of each such person who is then under guardianship (each such person herein referred to as an “Income Beneficiary”), (ii) the Settlor when alive and not legally incapacitated, and (iii) the Trust Protector. Said sixty-day period may be extended, with the written consent of the Trustee, by the Settlor when alive and not legally incapacitated, otherwise by the Trust Protector.

17. Qualifying (Trust) Investment Advisor. Notwithstanding any provision of this Trust to the contrary, if a Corporate Trustee is then serving as a Trustee of this Trust then no designation of a TIA as provided herein shall be effective unless the TIA so appointed: (i) is a Securities and Exchange Commission-registered or state-registered investment advisor or Securities and Exchange Commission-registered or state-registered broker-dealer at the time of its appointment; (ii) has at the time of its appointment accounts under management of not less than Ten Million Dollars (\$10,000,000); and, (iii) executes a written instrument acknowledging TIA duties under this Agreement.

ARTICLE SEVEN

– Life Insurance Payable to Trustee –

Concerning any life insurance policy to which death benefits are made payable to Trustee of this Trust Estate:

A. Trustee is not responsible for the payment of premiums or other assessments on any life insurance policies on the life of the Settlor with regards to policies having death benefits payable to the Trustee or to other beneficiaries unless, however, the subject policies owned by the Settlor are then being paid from an account respectively held in this Trust.

B. Upon the death of the insured hereunder, Trustee shall take any action necessary to collect any and all insurance policy proceeds and is authorized to pay the expense there from out of the decedent/Settlor's Trust Estate. Trustee may release the insurance company from its liability under the policy and accept a compromise deemed necessary for the timely and proper collection of insurance proceeds.

C. Trustee's receipt, delivered to the insurance company, of policy proceeds from the insurance company shall constitute a complete release for such insurance company for any payment concerning such receipt and shall bind the beneficiaries of this Trust Estate.

D. After deducting all charges of the insurance policy concerning advances, loans or other debts, Trustee shall distribute the proceeds of the policy according to the dispositive provisions of this Trust Estate and according to the legal ownership of the policy as established by community property statutes.

E. Any insurance policy for which its premiums were paid out of community property assets shall retain its character of community property and shall be valued and distributed as such as according to the dispositive provisions of this Trust. Any insurance policy for which its premiums were paid out of sole and separate property shall retain its character of sole and separate property and shall be valued and distributed as such as the sole and separate property of the decedent/Settlor.

F. Unless a policy is owned by this Trust, a change of beneficiary to a person other than Trustee shall revoke this Trust with respect to such policy or other benefit and shall release Trustee from all responsibility in connection with such policy.

ARTICLE EIGHT

– General Governing Provisions –

A. DEFINITIONS

1. Descendants/Issue. "Descendants" or "issue" are those persons who are lineally descended from the same bloodline of a parent or ancestor (including legally adopted lineal descendants) except illegitimate descendants and their descendants.

2. Child. "Child" is a first generation descendant of the Settlor, including Settlor's legally adopted children, unless expressly referred to otherwise.

3. Per Stirpes. "Per stirpes" means a distribution in equal shares among living children/issue of the decedent person (who would have otherwise received such share) referred to by right of representation and not as so many individuals.

4. Per Capita. "Per capita" means a distribution in equal shares to a number of persons, all of whom stand in equal degree to the decedent (who would have otherwise received such share), without reference to the right of representation.

5. Descendant in Gestation. A descendant in gestation at the time of an event is later born alive and is "living/surviving" at the time of such event.

6. Simultaneous Death. If the Settlor and a beneficiary of this Trust Estate die under such circumstance that it cannot be established by sufficient evidence that preceded the other in death, then the Settlor shall have been deemed to have survived such descendant(s).

7. Trustee. "Trustee" means an original or any successor Trustee of any Trust hereunder, and may include individuals and corporations.

8. Corporate Trustee. "Corporate Trustee" means any Trust company or national or state banking institution having Trust or fiduciary powers governed by its state of situs.

9. Independent Trustee. "Independent Trustee" is the entity which may have been referred to in this document as the "successor Trustee" and it means any Trustee other than: a Trustee who is a beneficiary to whom income or principal could be distributed currently; or, a Trustee who has a legal obligation to support a beneficiary to whom income or principal could be distributed currently; or, a Trustee who would, by possessing the power of an independent Trustee, become a "younger generation beneficiary" possessing a "present power", as defined in Section 2613 of the Internal Revenue Code.

10. Physician. Unless otherwise identified in writing delivered to any Trustee by the Settlor, the "family or attending physician" shall be deemed to be the physician to whom the Settlor has been attended by prior to the date of execution of such physician's Medical Certification or "opinion letter" according to terms heretofore stated.

11. Gender. Where appropriate, the masculine includes the feminine, the singular includes the plural, and vice versa.

B. RULES OF CONSTRUCTION

1. Laws Governing Trusteeship and Trust Situs. All questions pertaining to the validity of any Trust created hereunder or its terms may be determined by Trustee, to the extent possible and necessary, in accordance with supporting state law.

2. If a Corporate Trustee is identified in Article Five of this Trust then, to the extent possible, the laws governing trusts in that Corporate Trustee's state of charter – or otherwise in such Corporate Trustee's current situs (if different from the state of charter) and deemed more applicable/favorable to the Settlor – shall be the body of law determined to govern this Trust, and by which this Trust shall be administered.

3. Notwithstanding the above, Settlor may *at any time* mandate that this Trust be instead governed by and administered under the laws of Settlor's state of domicile – if different than Trustee's – by either a signed Addendum or an *Electronic Notice* sufficient to connect the intent of any such Electronic Notice with this Trust instrument.

C. PROTECTIVE PROVISIONS

1. Taxation Exemptions. No part of any benefits payable to or receivable by any Trustee hereunder from qualified pension, profit sharing or retirement plans that are exempt from taxation under Section 2039 of the Internal Revenue Code shall be directly or indirectly applied to the payment or reimbursement of any estate, succession or other death taxes or of the expenses, debts, and other items required to be paid by any Trustee.

2. Non-Liability of Individual Trustee. No (individual) Trustee who has acted in good faith shall be liable for the acts of any co-Trustee (if such is named) or for failure to assert breaches of Trust by a deceased, resigned or removed Trustee.

3. Spendthrift Provision. Neither principal nor income of any Trust nor any beneficiary's interest therein shall be subject to alienation, assignment, encumbrance, appointment or anticipation by the beneficiary, to garnishment, attachment, execution of bankruptcy proceedings, to claims for alimony or support or any other claims of any creditor or other person against the beneficiary or to any other transfer, voluntary or involuntary, to or from any beneficiary (provided that the foregoing shall not restrict the exercise of any general testamentary power of appointment and that any principal distributable to any beneficiary by reason of having attained a specified age shall be fully alienable by such beneficiary after attaining such age).

4. Special Powers of Appointment. Any power of appointment may be exercised by appointment, outright or in Trust, to one or more of the permissible appointees in such portions as the donee of the power may appoint; provided: The power shall not be exercisable in favor of the donee, the donee's estate, the donee's creditors of the donee's estate, and; It shall not include the power to create another power of appointment that, under the applicable law, can be exercised so as to postpone the vesting of any estate or interest in the Trust property or suspend the absolute ownership or power of alienation of such Trust property for a period ascertainable without regard to the date of creation of this power.

5. Compensation for Trustee. All successor Trustees of this Trust, whether an independent Trustee, corporate Trustee or a beneficiary (Trustee), shall be allowed to receive, from readily available Trust assets, a reasonable compensation for their administrative duties and services. Any such assessments, by such Trustee(s) referred to in this paragraph, shall not exceed the amount customarily charged by corporate fiduciaries for similar services. *In addition, the appointed Corporate Trustee's MINIMUM estate settlement fee to perform any charitable allocation distribution that may be prescribed in Article Four (supra) shall be \$1,250 indexed to the date of this trust with the Consumer Price Index (CPI) published by the U.S Bureau of Labor Statistics.*

6. No-Contest Clause. If any (a) beneficiary under this trust, (b) devisee, legatee or beneficiary under Settlor's Will, (c) heir of Settlor, or (d) person claiming under either this trust or Settlor's estate or any other trust established by Settlor legally contests this Trust or any of the provisions stated herein, then such person's portion of this Trust shall be forever forfeited, to the extent allowable by law, and such person shall be deemed as though he/she did not survive the Settlor and left no surviving children.

ARTICLE NINE

– Non-Liability of Separate Parties –

Custodial agents, transferal agents, vendors, financial institutions, physicians or any other "separate parties" performing fiduciary or transferor duties or rendering any other service, pursuant to any such transfers, notices, documents etc., for the furtherance of the purposes and intents of this Trust shall, absent of any fraud, be under no liability or implied obligations for the application or administration of this Trust, and shall not put Trustee to task or inquiry regarding any meaning, terms, efficacies, supplements, or amendments concerning this Trust.

ARTICLE TEN

– Certificate of Trust Proving Existence –

A Certificate of Trust Abstract/Affidavit signed by the Settlor/Trustee(s) of this Trust declaration shall be conclusive evidence upon all persons and for all purposes of the facts stated in said Certificate respecting the terms of this Trust declaration and of the text thereof and of who are Trustee(s) hereunder.

ARTICLE ELEVEN

– Title of Trust –

This Declaration of Trust shall be referred to as the --

SAMPLE FAMILY TRUST

Dated: January 25, 2015

– IMPLEMENTATION –

I, **JOHN SAMPLE**, the undersigned Settlor of this Revocable Living Trust Declaration referred to as the:

**SAMPLE FAMILY TRUST
Dated: January 25, 2015**

hereby sign my name to this instrument on this _____ day of _____, 2017, and being first duly sworn, declare to the undersigned authority that I sign and execute this instrument willingly, consisting of *thirty-seven (37)* pages including this page, and execute it as my free and voluntary act for the purposes herein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 1/25/2015

JOHN SAMPLE/*

– ACKNOWLEDGEMENT –

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2017, before me –

(officer name and title)

personally appeared **JOHN SAMPLE** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

**– SUCCESSOR TRUSTEE REMOVAL –
BY TRUST PROTECTOR**

I, _____, the undersigned, named as the **Trust Protector** of that certain Declaration of Trust Agreement referred to as the:

**SAMPLE FAMILY TRUST
Dated: January 25, 2015**

of which a copy of an abstract of such Trust (*Certificate of Trust*) is appended hereto, hereby give notice that I have opted to remove from office the Successor Trustee appointed in said Trust and to appoint another as that authority is duly granted to me under Trust Agreement.

NOTWITHSTANDING, if Paragraph "D" of Article Five in said Trust contains a provision that does not allow the Trust Protector to remove the appointed Successor Trustee without authorization from the charitable organization identified in Article Four, then I understand that this Notice must be submitted to such charity (as well to the Successor Trustee) and deemed a request to allow the terms of this Successor Trustee Removal Notice, which cannot otherwise be validated without such authorization and remuneration (with interest) to said charity as may be applicable/required by the terms of said Trust.

NOW THEREFORE, in place of the originally appointed Successor Trustee, I appoint:

to assume full rights, title and interest in and to the assets of said Trust agreement as the (Successor) Trustee therefore to administer the same according to provisions and decrees set forth in said Trust agreement.

x _____

Trust Protector

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared **said Trust Protector** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed/signed the same in his/her authorized capacity, and that by his/her signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

ASSIGNMENT OF PERSONAL PROPERTY

<I>

I, **JOHN SAMPLE**, the undersigned, the Settlor of that certain Declaration of Trust & Agreement identified below, hereby assign all of my rights, title and interest in and to ALL OF MY PERSONAL/CHATTEL PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL OF MY PERSONAL AND HOUSEHOLD EFFECTS, JEWELRY, BOOKS, PICTURES, WORKS OF ART, FURNITURE, ANTIQUES, COLLECTIONS, COINS, PRECIOUS METALS, GEMS, LIVESTOCK, ALL SPORTING AND OTHER EQUIPMENT, TOOLS OF ANY KIND, ALL MOTOR VEHICLES, ALL CONTENTS OF INSTITUTIONAL (OR OTHERWISE) SAFE DEPOSIT BOX/S (WHEREVER LOCATED), AND ALL PERSONAL DIGITAL ACCOUNTS, to:

**JOHN SAMPLE, Trustee
SAMPLE FAMILY TRUST
Dated: January 25, 2015**

and to my successor trustee(s) thereafter and declare that such assignments shall be distributed according to the provisions set forth in said Trust.

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 1/25/2015

JOHN SAMPLE/*

– ACKNOWLEDGEMENT –

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF ARIZONA

COUNTY OF MARICOPA

On this _____ day of _____, 2017, before me –

(officer name and title)

personally appeared **JOHN SAMPLE** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

CERTIFICATE OF TRUST

– Part I / Abstract –

<1> / Pt2

TO WHOM IT CONCERNS:

THIS CERTIFIES that JOHN SAMPLE, on the date identified below, created and established a Revocable Living Trust and appointed JOHN SAMPLE as the Trustee of said Trust, which is acknowledged and referred to as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

Any other designation of Trustee(s) of said Trust is valid, and to be recognized by whom it concerns, when evidenced by the contents of this instrument (or valid amendment thereof) and a "SUCCESSOR TRUSTEE NOTICE" (and proper appendage) attached to this Certificate.

Any designated Trustee(s), both now and hereafter, shall act with full delegated powers stated herein on his/her/their own, being sufficient and unnecessary to be put to further inquiry into the right of such Trustee to so act.

Reproductions of this executed original shall be deemed to be original counterparts of this Certificate. The undersigned hereby certifies that the following constitutes a true and correct copy of certain provisions in said Trust and may be relied upon as a full statement of the matters covered by such provisions:

ARTICLE ONE

- *Reservation of Rights* -

The Settlor reserves the following rights to be exercised at any time and from time to time, to be exercised, during his lifetime without the consent of any other person:

A. To amend, in whole or in part, or to revoke this Declaration (by a writing delivered to a Trustee other than himself if such Trustee is serving).

B. To add any other property by transferring such property to the Trustee, which property shall be described in a receipt signed by the Trustee, and to add any other property by his will. The Trustee shall administer and distribute any such property as if it had been a part of the original Trust assets.

C. To redirect and make payable to the (successor) Trustee of this Trust proceeds from all “payable on death” (POD) assets owned by the Settlor including life insurance, annuities, IRAs, qualified and non-qualified retirement plans and other like sources and to duly authorize said Trustee to act on behalf of Settlor, upon his decease, in executing any necessary beneficiary designation forms to accomplish this end.

1. This retained redirect power (above) shall additionally apply without limitation or restriction to any/all POD asset(s) that may be listed on Settlor's Asset/Inventory Ledger *located in the MLCP Client Console Funding Kit section* wherein Settlor expressly states that the above (re)directive supersedes any beneficiary designation previously contracted by Settlor **with respect to any asset listed on said Asset/Inventory Ledger located in the MLCP Client Console Funding Kit section** having proceeds payable upon Settlor's decease.

2. For this decreed redirect application, Settlor hereby expressly exonerates and absolves any perceived liabilities or implied obligations for and concerning third-party-vendor account holders complying with this retained redirect power on behalf of Settlor.

ARTICLE FIVE
- Trustee Selection -

A. The Settlor/Creator reserves the power to remove any Trustee and to appoint other or additional Trustees not presently named as alternate Trustees (at the creation of this Trust) and may elect to appoint a co-Trustee to serve with him.

B. Settlor shall serve as Trustee (as heretofore appointed) until (i) he resigns by a statement in writing addressed to Trustee or (ii) he is diagnosed by his attending physicians as being impaired (certified in writing) beyond having the ability to manage his administrative and fiduciary affairs of this Trust or (iii) his death.

C. Upon Settlor/Trustee's (i) resignation or (ii) his inability to serve because of a condition causing impairment of administrative abilities (as evidenced by a medical certificate from his attending physician) or (iii) his death, **JAMES J. SAMPLE** (Creator's Son) shall serve as Trustee. If **JAMES J. SAMPLE** is unwilling or unable to serve then **JANE J. SAMPLE-SMITH** (Creator's Daughter) shall serve as Trustee of this Trust.

D. If there are no Successor Trustee Appointees named above who are willing or able to serve as Trustee then **DUNHAM TRUST COMPANY** (Nevada Corporation) shall serve as Trustee of this Trust.

ARTICLE SIX

- Trustee Fiduciary Power & Provisions -

1. Retention of Assets. The Trustee may retain any asset, however acquired, for as long as he deems advisable, even if (he is personally interested in the asset or) his retention results in a lack of diversification.

2. Property Transaction. In the interest of the Settlor and the beneficiaries of this Trust estate and to facilitate equitable prudence, within the provisions of this Trust, the Trustee may sell, exchange, mortgage, lease, convey, encumber, pledge, hypothecate or otherwise dispose of any real, personal or other property to any person, entity, beneficiary or agent or to a Trust or estate of which such Trustee is also a fiduciary, including this Trust estate.

3. Investment Purchasing. The Trustee may purchase (as an investment for this Trust estate) assets belonging to any Trust created by the Settlor's will or any other declaration; or lend money to this Trust estate or to any other such Trust without personal liability of the fiduciaries thereof for repayment of such loans.

4. Investment of Assets. The Trustee may invest (or reinvest) any assets of this Trust estate, which he deems advisable, without limitation by any statute, rule, law or regulation limiting the investment of funds by corporate or individual fiduciaries; e.g. the Trustee may invest in equity securities, as well as debt securities, and may delegate investment functions or commingle assets.

ARTICLE NINE

- Non-Liability of Separate Parties -

Custodial agents, transferal agents, venders, financial institutions, physicians or any other "separate parties" performing fiduciary or transferor duties or rendering any other service, pursuant to any such transfers, notices, documents etc., for the furtherance of the purposes and intents of this Trust shall, absent of any fraud, be under no liability or implied obligations for the application or administration of this Trust, and shall not put Trustee to task or inquiry regarding any meaning, terms, efficacies, supplements, or amendments concerning this Trust.

ARTICLE TEN

- Certificate -

A Certificate of Trust Abstract/Affidavit signed by the Settlor/Trustee(s) of this Trust declaration shall be conclusive evidence upon all persons and for all purposes of the facts stated in said Certificate respecting the terms of this Trust declaration and of the text thereof and of who are, from time to time, the Trustee hereunder.

~ End of Abstract of Trust ~

NOTICE: This Part II Affidavit of Trust Certificate may be deemed as a legal component to the foregoing Part I Abstract of Trust or be used solely as a conclusive, stand-alone Certificate of Trust concerning the trust instrument identified herein for reliance by all interested parties.

CERTIFICATE OF TRUST

– Part II / Affidavit –

<I> / Pt1

SAMPLE FAMILY TRUST

- 1) The **SAMPLE FAMILY TRUST**, which is now in full force, was created on the date recorded (below) in **Item #5** of this page.
- 2) The settlor of said trust is **JOHN SAMPLE** who created/established said trust.
- 3) The current trustee of said trust is **JOHN SAMPLE** located at:

**234 Main Street
Phoenix, AZ 85005**
- 4) Said revocable trust is not (now) a separate tax entity and does not (now) require a separate tax EIN number; the settlor's personal tax ID number (SSN) currently serves as the tax ID number of said trust.
- 5) All property can be assigned to the trust using the following assignee designation:

**JOHN SAMPLE, Trustee
SAMPLE FAMILY TRUST
Dated: January 25, 2015**
- 6) The trustee, only, has full authority to sign and authenticate all documents on behalf of the settlor in exercising the powers of trustee of said trust.
- 7) The primary (and contingent) remainderman beneficiaries of said trust were not involved in establishing the trust, in any manner.
- 8) Said trust is revocable and (only) **JOHN SAMPLE** has the power to revoke it.
- 9) Said trust is a written document stipulating that the trustee – under authority by the settlor – has the power to borrow money, purchase, construct, and/or to encumber real estate on behalf of said trust.
- 10) The primary (and contingent) remainderman beneficiaries of said trust are not required to consent to, and cannot direct in any manner, transactions of the settlor/trustee pertaining to the trust.
- 11) Said trust has not been revoked, modified, or amended in any manner to cause the representations in this Certificate of Trust to be incorrect or inapplicable.

- 12) There are no other provisions in said trust instrument or amendments thereto that may limit the power of the trustee to sell, convey, pledge, mortgage, lease or transfer title to realty interest held in said trust.
- 13) Said trust does not conflict with any state law regarding foreclosure proceedings in the state where the settlor's (trust) realty property is located.
- 14) A power of attorney agent may not execute documents on behalf of said trust/trustee unless otherwise authorized in writing by the trustee of said trust.
- 15) Any person who acts in reliance upon this Certificate of Trust without knowledge that the representations contained herein are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained herein.
- 16) Knowledge of the terms of said trust cannot be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying upon this Certificate.
- 17) Any person who in good faith enters into a transaction in reliance upon this Certificate may enforce the transaction against said trust property as if the representations contained herein were true and correct.
- 18) Any person making a demand for said trust instrument in addition to this Certificate of Trust or excerpts hereof is liable for damages if the court determines that such person did not act in good faith in demanding said trust instrument.

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 1/25/2015

JOHN SAMPLE/*

– ACKNOWLEDGEMENT –

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF ARIZONA

COUNTY OF MARICOPA

On this _____ day of _____, 2017, before me –

(officer name and title)

personally appeared **JOHN SAMPLE** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

APPOINTMENT OF NOMINEE TRUSTEE

<D>

BE IT KNOWN THAT I, **JOHN SAMPLE**, the undersigned, declare that I am the Settlor of that certain (revocable) Declaration of Trust Agreement referred to and known as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

and that I have elected - by the authority stated under Article Six, Section B, Paragraph 5 of said Trust - to appoint another as a *Nominee Trustee* to serve as my Agent in the office of Trustee of said Trust which I am now currently serving.

THEREFORE, pursuant to such authority and right, _____ is hereby authorized by me TO ACT ALONE in signing all transactions, entering into all buying and selling contracts or carrying out any other fiduciary duties and powers pertaining to this Trust as it applies to the powers and requirements bestowed upon the Trustee of this Trust.

_____ shall now herewith be authorized, by me, to act alone as though he/she were the sole Trustee of this Trust - until further (written) notice is expressly given to the contrary. No further inquiry is required by any third party to this Trust to substantiate or verify the authenticity and meaning of this appointment.

x _____
JOHN SAMPLE

– ACKNOWLEDGEMENT –

STATE OF ARIZONA

COUNTY OF MARICOPA

On this _____ day of _____, _____, before me, _____, the undersigned officer, personally appeared **JOHN SAMPLE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed/signed the same in his authorized capacity, and that by his signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

**SETTLOR'S RELINQUISHMENT OF TRUSTEESHIP
TO SUCCESSOR TRUSTEE**

<I>

I, **JOHN SAMPLE**, the undersigned, declare that I am the Settlor/Trustee of that certain Declaration of Trust referred to and known as the:

**SAMPLE FAMILY TRUST
Dated: January 25, 2015**

in which provision is made for the Settlor's voluntary release of authority as Trustee to the Successor Trustee(s), named therein.

I, therefore, by this statement voluntarily relinquish all authority, powers and rights as Trustee under said trust to the (appointed) Successor Trustee -

who shall have and exercise all of the powers vested in the trustee as authorized in said trust.

x _____
JOHN SAMPLE

- ACKNOWLEDGEMENT -

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, _____, before me, _____, the undersigned officer, personally appeared **JOHN SAMPLE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed/signed the same in his authorized capacity, and that by his signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

SUCCESSOR TRUSTEE ACCEPTANCE NOTICE



PLEASE TAKE NOTICE THAT I/We, _____, named as Successor Trustee under that Declaration of Trust Agreement referred to as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

of which a copy of an abstract of such Trust (*Certificate of Trust*) is appended hereto and made a part hereof, hereby give notice that I/We have assumed the duties of (Successor) Trustee as stated therewith in said Trust agreement.

ADDITIONALLY, and in support thereof, a copy of one of the documents listed below (identified by checkmark) is attached hereto, in accordance with said Trust agreement, and made a part hereof:

(check one)

- SETTLOR RELINQUISHMENT OF TRUSTEESHIP**
 MEDICAL CERTIFICATION (PHYSICIAN'S NOTICE)
 SETTLOR'S DEATH CERTIFICATE

THEREFORE I/We, as Successor Trustee, shall assume full rights, title and interest in and to personal and real property comprising the assets of said Trust agreement and declare that such conveyance of property has been accepted by me/us this date and shall therefore be administrated according to provisions and decrees set forth in said Trust agreement.

x _____
Successor Trustee (or Trustee Agent)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned officer, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed/signed the same in his/her authorized capacity, and that by his/her signature executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

SUCCESSOR TRUSTEE DECLINATION NOTICE



I/We, _____, appointed as a Successor Trustee of that certain Declaration of Trust agreement referred to as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

do hereby declare that I/We revoke, refuse and decline forever my/our appointment as the Successor Trustee of said Trust agreement.

IN THE EVENT the alternate Successor Trustee, if any, is unwilling or unable to serve and/or no additional "alternate" had been appointed by the Trust Protector, then the following provision described below shall be in effect (and according to such provision) as stated in said Trust agreement:

(check one)

_____ The declining/vacating Successor Trustee may appoint a successor to fill vacancy.

_____ A majority vote of the surviving beneficiaries of said Trust agreement shall elect and appoint a Successor Trustee.

_____ A court-appointed individual or corporate entity shall serve as Successor Trustee.

x _____
Successor Trustee (or Trustee Agent)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned officer, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed/signed the same in his/her authorized capacity, and that by his/her signature executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

SUCCESSOR TRUSTEE'S TERMINATION

<I>

BE IT KNOWN THAT I, **JOHN SAMPLE**, the undersigned, declare that I am the Settlor of that certain Declaration of Trust referred to and known as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

and, being of sound mind and fully capable of prudent decisions, have elected to terminate any and all authority granted to -

who was elected to serve as Successor Trustee in accordance with the conditions described in said trust agreement as evidenced by the SUCCESSOR TRUSTEE'S NOTICE document dated on the _____ day of _____, _____.

WHEREFORE, I, the undersigned Settlor, give notice that all of the authorities, powers and rights accorded to such Successor Trustee under said trust agreement on _____, _____ (date of Successor Trustee's Notice), are hereby terminated this day; and therefore, all rights title and interest in and to any and all of the Trust assets are hereby conveyed and reassigned to me as Trustee of said trust.

x _____
JOHN SAMPLE

- ACKNOWLEDGEMENT -

STATE OF ARIZONA

COUNTY OF MARICOPA

On this _____ day of _____, _____, before me, _____, the undersigned officer, personally appeared **JOHN SAMPLE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed/signed the same in his authorized capacity, and that by his signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

PHYSICIAN MEDICAL CERTIFICATION



Attending Physician: _____

Practice Address: _____

Date of Certification: _____

TO WHOM IT CONCERNS:

I, _____, the attending physician of –

– **JOHN SAMPLE** –

who presents himself to me to be the Settlor/Trustee of the **SAMPLE FAMILY TRUST**, have diagnosed his medical/mental condition as follows:

I declare therefore, by this Certification in writing, that, in my professional opinion, **JOHN SAMPLE** has a present medical/mental condition that would cause an impairment of his normal ability to act as a fiduciary, in any capacity, concerning his own affairs and expressly that as of a trustee/fiduciary. Further, I disavow any liability or responsibility as to the intended application or use of this Certification.

x _____
Attending Physician

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned officer, personally appeared the above **identified physician** who proved to me on the basis of satisfactory evidence to be the physician whose name is subscribed to this instrument and acknowledged to me that he/she executed/signed the same in his/her authorized capacity, and that by his/her signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

– POWER OF ATTORNEY INSTRUCTIONAL –

NOTICE TO PRINCIPAL



IMPORTANT NOTICE: THE PURPOSE OF THE **POWER OF ATTORNEY (POA) OVER ASSETS** IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POA OVER ASSETS DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT, WHEN THE POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THE POA.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN IN YOUR POA THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF SUCH POWERS OR YOU REVOKE THE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, OTHERWISE, IN YOUR BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POA.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

IF THERE IS ANYTHING ABOUT THE POA OVER ASSETS DOCUMENT THAT YOU DO NOT UNDERSTAND, SEEK OUT A KNOWLEDGEABLE LAWYER TO EXPLAIN IT TO YOU.

NOTICE TO PRINCIPAL: THE POWERS GRANTED TO THE AGENT YOU ARE APPOINTING HEREIN CAN BE BROAD. CONSULTATION WITH A LEGAL ADVISOR IS RECOMMENDED. THIS DOCUMENT DOES NOT AUTHORIZE THE AGENT NAMED WITHIN TO MAKE MEDICAL OR OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY AT ANY TIME.

DURABLE POWER OF ATTORNEY

– *OVER ASSETS* –



This Power of Attorney authorizes the person named below as my Attorney-in-Fact to sell, lease, grant, encumber, release or otherwise convey any interest in my real property, execute deeds and all other such instruments on my behalf unless I have otherwise limited such power herein to specific real property or withheld such power regarding all real estate transactions as defined below.

I, JOHN SAMPLE, the undersigned, hereby appoint **JAMES J. SAMPLE** to serve as my lawful Attorney-in-Fact over assets – or if JAMES J. SAMPLE is unwilling or unable to serve then I appoint **JANE J. SAMPLE-SMITH** – to perform for me and in my name certain acts which I might and could do if I were present and capable by granting herewith the following INITIALED powers:

NOTICE: TO GRANT *ALL* OF THE FOLLOWING POWERS TO YOUR ATTORNEY-IN-FACT, *INITIAL THE LINE IN FRONT OF - (O) -* AND IGNORE THE LINES IN FRONT OF THE OTHER LISTED POWERS.

NOTICE: TO GRANT ONE OR MORE, BUT FEWER THAN ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING TO YOUR ATTORNEY-IN-FACT. TO WITHHOLD A POWER(S), DO NOT INITIAL THE LINE ADJACENT TO SUCH POWER AND/OR CROSS OUT SUCH LINE, IF PREFERRED.

AUTHORIZATION BY INITIALS OF UNDERSIGNED PRINCIPAL:

- _____ (A) To engage in banking and/or other financial institution transactions viz: executing, endorsing, collecting, depositing and receiving checks against or in my bank (or other) accounts, including checks drawn on the Treasurer of the United States.
- _____ (B) To buy, sell and/or otherwise transfer and/or *gift* my real estate property or engage in any related real property transactions.
- _____ (C) to buy, sell and/or otherwise transfer and/or gift my tangible personal property or engage in any related personal property transactions.

- _____ (D) To buy, sell and/or otherwise transfer and/or gift my cash, cash equivalents or other equitable items.
- _____ (E) To engage in stock and/or bond (including stock or bond powers) transactions.
- _____ (F) To engage in commodities and/or options transactions.
- _____ (G) To engage in operational business transactions.
- _____ (H) To engage in insurance and/or annuity transactions.
- _____ (I) To engage in personal claims and/or litigation transactions.
- _____ (J) To engage in personal and/or family maintenance transactions.
- _____ (K) To receive benefits from social security, Medicare, Medicaid, or other governmental programs, including military service related benefits.
- _____ (L) To receive or otherwise handle retirement plan(s) transactions.
- _____ (M) To enter in to my safe deposit box and remove the contents thereof.
- _____ (N) To handle personal (or related) tax matters.
- _____ (O) ALL OF THE POWERS LISTED ABOVE.
- _____ (P) TO RECEIVE REASONABLE FEES/REIMBURSEMENT FOR COSTS & EXPENSES INCURRED AS AN AGENT ACTING HEREUNDER.

NOTICE: IF THIS DOCUMENT HAS BEEN **ELECTRONICALLY VERIFIED** ("**ESIGN/ED**") THEN ALL OF THE ABOVE ITEMS (A-P) SHALL BE DEEMED AS AFFIRMATIVELY CHECKED/INITIALED.

1. *Additionally*, I give power to my Attorney-in-Fact to assign, transfer, convey and deliver to the Trustee of that certain Declaration of Trust referred to as the -

SAMPLE FAMILY TRUST
Dated: January 25, 2015

any and all of my property such as cash, stocks, bonds, securities, annuities and any other property of any kind whether real property or personal; to endorse and deliver to said trustee(s) any checks, drafts, certificates of deposit, notes receivable or other instruments for which I have an interest in as monies payable or belonging to me; to designate the Trustee, of said Trust, as the beneficiary any life insurance policies, employee benefit or pension plans or individual retirement accounts owned by me or in which I have an interest, and, in general, to do all things which I, as a grantor of a living trust, might do if present and capable.

2. Notwithstanding the above provisions, my Attorney-in-Fact may not transact with assets/properties which have been previously retitled to said Trust either by me or by my Attorney-in-Fact unless the Trustee of said Trust expressly grants to my Attorney-in-Fact the right to act as a nominee Trustee or agent over any specific asset(s) held in said Trust.

3. Unless otherwise provided hereunder, this Power of Attorney shall *spring into effect* upon the execution of an opinion letter or medical certification of my attending physician (delivered to my Attorney-in-Fact) certifying my incapacity to carry on my normal fiduciary affairs because of a mental or physical impairment and shall continue therein until a certification from a licensed physician declares that the impairment is no longer effective or applicable. This Power of Attorney shall not be affected by the subsequent disability or incompetence of the principal. *Notwithstanding the terms of this paragraph, to the extent this Power of Attorney is intended to be exercised in a jurisdiction not then currently recognizing its efficacy at a "future date" – based upon the occurrence of a future event or contingency – then this Power of Attorney shall be deemed as being effective immediately as to its application in any such jurisdiction.*

– IMPORTANT NOTICE –

I, THE UNDERSIGNED PRINCIPAL, HEREBY DECLARE THAT THIS DURABLE POWER OF ATTORNEY BE GOVERNED BY AND ADMINISTERED UNDER THE LAWS OF THE STATE OF NEVADA PER NRS CHAPTER 162A.240 AS RECORDED. I ALSO FULLY INTEND THAT IT BE DEEMED VALID BOTH IN MY CURRENT STATE OF DOMICILE AND/OR ANY OTHER JURISDICTION WHERE THIS POWER OF ATTORNEY MAY BE EXERCISED. I HAVE READ AND UNDERSTAND THE PRECEEDING APPLICATION NOTICE TO PRINCIPAL AND STATE THAT THIS DECLARATION SHALL APPLY UNIVERSALLY NOTWITHSTANDING ANY DEEMED JURISDICTIONAL INCAPABILITY HEREIN INTERPRETED BY A THIRD PARTY OR OTHER AGENT AS A REASON TO REPUDIATE MY CLEAR INTENT WITH THE EXECUTION OF THIS DOCUMENT.

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 1/25/2015

JOHN SAMPLE/*

– ACKNOWLEDGEMENT –

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2017, before me –

(officer name and title)

personally appeared **JOHN SAMPLE** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

(A "Self-Proving Affidavit of Witnesses" for this Durable Power of Attorney document is available for printing through Client Console #202241 at the Affidavit of Witnesses portal located under the Documents/Storage menu bar).

POWER-OF-ATTORNEY AGENT NOTICE



ATTN: Agent/Appointee is to execute this document ONLY upon Principal's incapacitation (or if Appointee declines the designation) or when otherwise appointed under an immediate power.

TO WHOM IT CONCERNS:

I, _____, the undersigned AGENT, named as the Durable (Attorney-in-Fact) Agent for **JOHN SAMPLE**, the principal, in that certain **Durable Power of Attorney Over Assets** document dated –

the _____ day of _____, 20_____

Applicable statement to be checked by Agent:

_____ Have read the attached power of attorney and am the person identified as the agent for the principal. I HAVE ACCEPTED SUCH APPOINTMENT and shall act according to the power and authority granted to me as the durable attorney-in-fact for such named principal; further, I attest that the above named principal is (i) still alive, (ii) was competent at the time of the execution of said Power of Attorney and that (iii) such Power of Attorney remains valid and in full effect wherein (iv) I shall act in accordance with the principal's reasonable expectations to the extent actually known by me and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.

_____ HAVE NOT ACCEPTED such appointment and hereby decline my appointment as the durable attorney-in-fact for such named principal.

x _____
Agent

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned officer, personally appeared the above named Agent who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed/signed the same in his/her authorized capacity, and that by his/her signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

LAST WILL & TESTAMENT

(Pour-Over Will)

JOHN SAMPLE

<I>

I, **JOHN SAMPLE**, of Maricopa County, State of Arizona, revoke any prior Wills and Codicils and make this my Last Will & Testament.

ARTICLE ONE

- Payment of Expenses & Taxes -

I instruct my Personal Representative to make payments from my estate viz:

1. Except to the extent paid by United States obligations accepted by the United States Treasury Department at par in payment of federal estate taxes that are assets of the –

SAMPLE FAMILY TRUST

Dated: January 25, 2015

and that are required to be applied by the Trustee of said Trust in payment of federal estate taxes that become due because of my death, my Personal Representative shall pay said federal estate taxes by first applying to such payment any such United States obligations that are assets of my estate.

2. My Personal Representative shall pay from the residue of my estate or shall direct the Trustee of said Trust to pay, or both, as determined in the sole discretion of my Personal Representative, the expenses of my last illness and funeral, valid debts, expenses of administering my estate, including non-probate assets, and any estate or other death taxes which become due because of my death, including any interest and penalties.

3. It is the purpose and intent of this Paragraph (and Sub-Paragraphs) that, so far as is practical, any estate taxes paid shall be paid out of my entire estate whether passing by this Will or otherwise concerning property over which I possessed a general power of appointment, before distribution to any beneficiary.

3.1. If estate (or income) tax or any part thereof is paid by, or collected out of, that part of my estate passing to or in the possession of any person other than my Personal Representative, in its capacity as Personal Representative, such person shall be entitled to reimbursement out of any part of my estate, or otherwise, still undistributed. Such reimbursements may be by a just and equitable contribution by the persons whose interest in my estate would have been reduced if the tax had been paid before distribution or whose interest is subject to equal or prior liability for the payment of taxes, debts, or other charges against my estate.

3.2. If any part of my gross estate on which estate tax has been paid consists of the value of property included in my gross estate under IRC Section 2041, my Personal Representative shall be entitled to recover from the person (or persons, prorata if more than one recipient) receiving such property by reason of the exercise, nonexercise, or release of a power of appointment, such portion of the total tax paid as the value of such property bears to the taxable estate.

3.3. In the case of any such property received by my spouse (if I marry) for which a deduction is allowed under IRC Section 2056 (relating to the marital deduction), this Paragraph (and Sub-Paragraphs) shall not apply to such property except as to the value thereof reduced by an amount equal to the excess of the aggregate amount of the marital deductions allowed under Section 2056.

3.4. If any part of my gross estate consists of property which is includible in my gross estate by reason of IRC Section 2044, relating to certain property for which a marital deduction was previously allowed, my estate shall be entitled to recover from the person receiving the property the amount by which the total tax which has been paid exceeds the total tax which would have been payable if the value of such property had not been included in my gross estate.

3.5. My Personal Representative may (i) exercise all of the foregoing elections and any others available under any tax law, to obtain, to the extent practicable, both the optimum reduction in my estate taxes and in the income taxes estimated to be payable by my estate or the beneficiaries thereof, any business interests in my estate and the optimum deferral of all of those taxes, (ii) make adjustments between income and principal amounts and to allocate the benefits from any election among the various beneficiaries of my estate, and (iii) compensate for the consequences of any election that it believes has had the effect of preferring one beneficiary or a group of beneficiaries of my estate over others.

3.6. All such foregoing elections and adjustments shall not, however, diminish any portion that would create an adverse taxable event to my estate or beneficiaries thereof.

ARTICLE TWO

- Personal Property Allocations -

I give and bequeath all of my personal property (if any) – not otherwise previously assigned to a Trustee or under mandate of an existing right of survivorship arrangement – *to the Trustee of the following identified Trust* for the administration and final distribution of such personal property:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

ARTICLE THREE
- Estate Residue Disposition-

I give the residue and remainder of my estate, including all real property, that may not have been transferred to said Trust during my lifetime (*unless I held such property as a joint-tenant-with-right-of-survivorship with another who survived me*), and including all the property I can dispose of by my Will and not effectively disposed of by the preceding Articles of this Will, to the Trustee of said Trust, as amended and existing at my death, in order to be added to and disposed of as a part of the assets of such Trust.

ARTICLE FOUR
- Personal Representative / Executor Appointment -

<D>

I hereby nominate and appoint **JAMES J. SAMPLE** to serve as my Personal Representative and the Executor of my Will. If **JAMES J. SAMPLE** is unable or unwilling to serve or continue as the Executor of my Will, then I nominate **JANE J. SAMPLE-SMITH** to serve as the Executor of my Will.

ARTICLE FIVE
- Fiduciary Provisions -

The following shall apply as to my Personal Representative:

1. Administrative Powers: My Personal Representative, in addition to all other powers conferred by law that are not inconsistent with those contained herein, shall have the power, exercisable without authorization of any court to (i) sell at private or public sale, to retain, to lease, and to mortgage or pledge for the purpose of borrowing money, any or all of the real or personal property of my probate estate (if any), (ii) make partial distributions from my probate estate (if any) from time to time and to distribute the residue in cash or in kind or partly in each, and for that purpose to determine the value of property distributed in kind, and (iii) sell to, buy from, lend to, and borrow from the trustee of any trust I may establish even though such trustee may be the same as my Personal Representative.

2. Administrative Provisions: I direct unsupervised administration of my estate and that my probate estate (*if any*) be administered in as informal a manner as my Personal Representative deems advisable and as applicable law permits. No bond or other indemnity shall be required of any Personal Representative. To affect the nomination of my Personal Representative, the person possessing the nomination shall file with the court, having jurisdiction over my estate, at any time after the date of my death. If a 30-day period lapses during which no Personal Representative is acting hereunder and no nomination is filed with the court, a statement that a designated person or entity is nominated as an additional or Successor Personal Representative shall be filed, by the heirs of my estate, to effectively appoint a Personal Representative on my behalf.

ARTICLE SIX
- Guardianship Appointments -

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(Not Applicable as of the Signature Date of this Will)

ARTICLE SEVEN
- Jurisdiction -

If I should execute this, my Will, by verifiable electronic means in compliance with the "**Electronic Signatures in Global and National Commerce Act**" (**ESIGN**), the "Act" – a body of law enacted by Congress specifically referred to as *The Consumer Consent Provision in CFR §101(c)(1)(C)(ii) of the "Act"* – **which electronic signature shall be verified on the following "Affidavit" page**, then I direct that the effect of my "electronic signature" of my Will be singularly and legally sufficient for the acknowledgement, authentication, and validation of my express intent herein notwithstanding any Arizona body of law that may not then recognize the same. Further, I direct my Executor to arrange for the probate of my Will, if necessary, in a jurisdiction that otherwise recognizes verifiable electronic signatures of Wills in the event that the State of my domicile (at the time of my decease) refuses to recognize such electronic implementation procedure(s) of a Last Will & Testament.

ARTICLE EIGHT
- Contents of Will, Testimonial and Attestation Provisions -

This Last Will & Testament consists of eight (8) Articles (this Article inclusive) and five (5) pages including the following *Acknowledgement* page.

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 1/25/2015

JOHN SAMPLE/*

– ACKNOWLEDGEMENT –

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF ARIZONA

COUNTY OF MARICOPA

On this _____ day of _____, 2017, before me –

(officer name and title)

personally appeared **JOHN SAMPLE** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

LW&T Page 5 (of 5)

(A "Self-Proving Affidavit of Witnesses" for this Last Will & Testament document is available for printing through Client Console #202241 at the Affidavit of Witnesses portal located under the Documents/Storage menu bar).