ESTATE PLAN PORTFOLIO

John Doe DEMO Family Trust for John Adam Doe & Jane Eve Doe

REVOCABLE Living Trust

Document Generated: Thursday, March 16, 2023, 12:47 pm



Table of Contents

Table of Contents	2
Revocable Living Trust	3
ARTICLE ONE	3
ARTICLE TWO Our Family	4
ARTICLE THREE Succession of Trustees	5
ARTICLE FOUR Designation of Beneficiaries	7
ARTICLE FIVE Trust Funding	9
ARTICLE SIX Administration During Our Lifetime	10
ARTICLE SEVEN Insurance Policies and Retirement Plans	12
ARTICLE EIGHT Administration upon the Death of a Settlor	14
ARTICLE NINE Distribution of Tangible Personal Property and Specific Distributions	17
ARTICLE TEN Distribution of Trust Property	19
ARTICLE ELEVEN Distribution and Administration for Disabled & Other Designated	
Beneficiaries	22
ARTICLE TWELVE Ultimate Distribution And Contingent Beneficiaries	24
ARTICLE THIRTEEN General Trustee Provisions	25
ARTICLE FOURTEEN Trustee's Administrative and Investment Powers	29
ARTICLE FIFTEEN Definitions and General Provisions	33
Revocable Living Trust Acknowledgement	37
Signature Required Here ***Signature Required Here*** ***Signature Required Here***	37
Assignment of Assets	38
Signature Required Here ***Signature Required Here*** ***Signature Required Here***	38
Memorandum for Distribution of Tangible Personal Property On the Death of John Ada	
****Signature Required **** ****Witness Required **** Witness Required ****	3939
Memorandum for Distribution of Tangible Personal Property On the Death of Jane Eve	
****Signature Required **** Witness Required **** Witness Required **** Memorandum for Distribution of Tangible Personal Property On the Death of both John	4040
Adam Doe & Jane Eve Doe	41
****Signature Required **** ****Witness Required **** Witness Required ****	41
EXHIBIT A Community Property	42
Signature Required Here ***Signature Required Here*** ***Signature Required Here***	42
EXHIBIT B The Separate Property of John Adam Doe	43
Signature Required Here ***Signature Required Here*** ***Signature Required Here***	43
EXHIBIT C The Separate Property of Jane Eve Doe	44
Signature Required Here ***Signature Required Here*** ***Signature Required Here***	44

Revocable Living Trust

ARTICLE ONE

Creation of Our Trust

1.1 The Trust Agreement

We are John Adam Doe & Jane Eve Doe. This is our Living Trust, dated January 02, 2013, by John Adam Doe, the husband Settlor, Jane Eve Doe, the wife Settlor, and the following initial Trustees:

John Adam Doe Jane Eve Doe

Our Trust is a joint Revocable Living Trust that contains our instructions for our own well being and that of our loved ones. All references to "our Trust" or "Trust," unless otherwise stated, shall refer to this Living Trust and the trusts created in it. All references to "Trustee" shall refer to our initial Trustee or Trustees, or their successor or successors in trust.

When the term "Settlor" is used in our Trust, it shall have the same legal meaning as "Grantor," "Trustor" or any other term referring to the maker of a trust.

1.2 The Name of Our Trust.

For convenience, my trust shall be known as:

John Doe DEMO Family Trust dated January 02, 2013.

For purposes of beneficiary designations and transfers directly to our trust, our trust shall be referred to as:

John Adam Doe & Jane Eve Doe, Trustees, or their successors in trust, under the John Doe DEMO Family Trust dated January 02, 2013, and any amendments thereto.

In addition to the above descriptions, any description for referring to our Trust will be effective to transfer title to our Trust or to designate our Trust as a beneficiary as long as that description reasonably identifies the trust in a manner similar to the name outlined above.

ARTICLE TWO Our Family

2.1 Marriage.

We are currently married and any reference to a spouse shall be to one of us.

2.2 Children.

The names and birth dates of our children are as follows: Danny Doe, born December 23, 2003 Baby Doe, born October 17, 2012

Also, John Adam Doe has one (1) child from a previous relationship, whom Jane Eve Doe has not adopted, whose name and birth date is as follows:

Justin Doe, born March 31, 1982

All references to our children and descendants in this Trust Agreement are to the children above and their descendants, as well as any children subsequently born to us, or legally adopted by us.

ARTICLE THREE Succession of Trustees

3.1 Guidance and Provisions Regarding Trustees.

All provisions regarding the Trustees, as well as their administrative and investment powers, are set forth in Articles 13 and 14 below.

3.2 Succession of Our Trustees.

Upon the death or disability of either spouse, as defined within this Trust Agreement, the following shall serve as our successor Trustees:

<u>3.2.1 Disability and Death Trustees of John Adam Doe</u>. Upon the disability or death of John Adam Doe, the following shall serve as successor Trustee:

Jane Eve Doe (spouse), unless unable or unwilling to serve, then Sally Brown of Memphis, Tennessee shall serve as Trustee.

If Sally Brown is unable or unwilling to serve, then Mikey Doe of Scottsdale, Arizona shall serve as Trustee.

<u>3.2.2 Disability and Death Trustees of Jane Eve Doe</u>. Upon the disability or death of Jane Eve Doe, the following shall serve as successor Trustee:

John Adam Doe (spouse), unless unable or unwilling to serve, then Sally Brown of Memphis, Tennessee shall serve as Trustee.

If Sally Brown is unable or unwilling to serve, then Mikey Doe of Scottsdale, Arizona shall serve as Trustee.

3.3 Unfilled Trusteeship.

In the event no named Trustee is available and/or all available Trustees have been removed, then one or more successor Trustee(s) shall be chosen by a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this Trust Agreement, with a parent or legal guardian voting for minor beneficiaries; provided, however, that the issue of any deceased beneficiary shall have, collectively, only one (1) vote. The replacement trustee, after the successor trustees have either been removed, or are unable to serve, shall be a corporate trustee, an attorney, or CPA, that is a disinterested third party professional with no conflicts of interest with any of the beneficiaries.

If a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this Trust Agreement cannot agree on a fiduciary, any beneficiary can petition a Court of competent jurisdiction to designate one or more successor Trustee(s).

The Court that designates the successor Trustee(s) shall not acquire any jurisdiction over any trust created under this Trust Agreement, except to the extent necessary to name a Trustee. [The remainder of this page is intentionally blank]

ARTICLE FOUR Designation of Beneficiaries

After payment of the debts, expenses and taxes payable by reason of the death of the surviving Settlor under Article 8 and after any specific distributions under this Article 9, the remaining Trust property shall be allocated and divided as follows.

4.1 Allocation and Division of Trust Property.

Our remaining Trust property shall be divided and allocated amongst the beneficiaries in the corresponding percentages. Currently the beneficiaries of my Trust residue are as follows, but shall be adjusted for any future children born to, or adopted by, me as set forth in Section 4.3:

- 1- Justin Doe of Avondale, Arizona Share: 20.00% In addition to Article Ten and any other provisions that may apply, the grantor has also specifically designated Justin Doe as disabled and subject to the provisions of Article 11, distributions shall not be made in a lump sum. If Justin Doe is predeceased then return the share to the Trust for redistribution equally to the remaining beneficiaries.
- 2- Baby Doe of Scottsdale, Arizona Share: 20.00%
 If Baby Doe is predeceased then return the share to the Trust for redistribution equally to the remaining beneficiaries.
- 3- Mikey Doe of Scottsdale, Arizona Share: 40.00%
 If Mikey Doe is predeceased then return the share to the Trust for redistribution equally to the remaining beneficiaries.
- 4- Sally Brown of Memphis, Tennessee Share: 20.00% In addition to Article Ten and any other provisions that may apply, the grantor has also specifically designated that distributions to Sally Brown shall not be made in a lump sum but shall also be subject to the provisions of Article 11. If Sally Brown is predeceased then return the share to the Trust for redistribution equally to the remaining beneficiaries.

4.2 Disinherited Individuals.

It is our wish and direction that Danny Doe, shall only receive \$10 (ten dollars), from our Trust estate, and/or our probate or non-probate property not included in our trust, and receive no other monies or assets.

4.3 Adjustment of Shares for Additional Child(ren).

Beneficiaries of our Trust residue shall be adjusted for any future children born to, or adopted, by

us by proportionately diluting all previously-assigned beneficiary percentages to provide a proportionate share to the new child(ren) based on the total number of beneficiaries.

4.4 Distribution of Trust Property.

All provisions regarding the distribution of our Trust property, including any and all probate or non-probate property, shall be set forth in Article 9 & 10 below.

4.5 Share of a Descendant of a Deceased Child.

Unless otherwise specified in this Article, each share set aside for a deceased child who has then living descendants shall be distributed to such descendants, per stirpes, as if they were a child of ours under the same provisions in this Article. If a deceased child has no living descendants, the share of the assets shall be distributed to his or her siblings to be divided equally. If the deceased child has no living siblings the share of the assets shall be distributed to the contingent beneficiaries as set forth in Article 12. All provisions regarding the distribution of our Trust property, including any and all probate or non-probate property, shall be set forth in Article 9 & 10 below.

ARTICLE FIVE Trust Funding

5.1 Initial Funding of Community Property.

We hereby transfer, assign, and convey all of our right, title, and interest in and to all of our community property that is permitted by law to be held in trust, wherever situated, whether personal or real, tangible or intangible, to our Trustee to hold and administer for our benefit and for the benefit of our beneficiaries pursuant to the terms of this Trust.

5.2 Funding of Separate Property

We have no separate property at this time and all of our property transferred to the Trust now or in the future shall be considered community property.

ARTICLE SIX Administration During Our Lifetime

6.1 Our Lifetime Powers.

Notwithstanding anything in our Trust to the contrary, when we are serving as Trustees under our Trust, either of us may act for and conduct business on behalf of our Trust as a Trustee without the consent of any other Trustee.

Additionally, while we are both living, we shall have the following powers:

<u>6.1.1</u> Control and Direct Payments. Our Trustee, during all periods of time when we are not disabled as defined in this Article, shall distribute or retain the principal and net income of the Trust estate, as we may direct from time to time. Absent directions from us, our Trustee shall distribute to us the Trust income from the community estate, if any, at least annually and shall distribute the Trust income from a Settlor's separate estate to that Settlor at least annually.

<u>6.1.2</u> Investment Decisions. During our lifetime, except for any period of our disability as defined in this Article, we individually reserve the right to specifically approve or disapprove each and every Trust investment, purchase, or sale before it is made. Our Trustee is relieved from all liability for loss, which may result from the purchase or sale of Trust property which has been directed by either of us.

<u>6.1.3</u> Add or Remove Trust Property. During our joint lives we shall have the absolute right, either individually or jointly, to add to or remove property, or any interest therein, from the Trust at any time. Both of these rights shall be exercised in writing.

<u>6.1.4 Amend or Revoke the Trust</u> During our joint lives, we shall have the absolute right to amend or revoke our trust, in whole or in part, by a writing signed by both of us and delivered to our Trustee. This right to amend or revoke our trust is personal to us, and may not be exercised by any legal representative or agent acting on our behalf.

<u>6.1.5</u> Upon the First of Us to Die After the death of the first of us to die, the surviving Settlor shall have the unrestricted right to add and remove property to or from this trust, as well as to amend or revoke the Trust.

6.2 The Definition of Our Disability.

Our disability, for purposes of this agreement, shall be defined as follows:

<u>6.2.1 The Opinion of Two Licensed Physicians</u> A Settlor shall be deemed disabled during any period when, in the opinion of two licensed physicians, the Settlor is incapacitated or disabled because of illness, age, or any other cause which results in the Settlor's inability to effectively manage his or her property or financial affairs.

<u>6.2.2 Court Determination</u>. A Settlor shall also be deemed to be disabled upon the determination of a court of competent jurisdiction that the Settlor is incompetent, incapacitated, or otherwise legally unable to effectively manage his or her property or financial affairs.

<u>6.2.3</u> Disappearance or Absence. A Settlor shall be deemed to be disabled upon the Settlor's unexplained disappearance or absence, or if the Settlor is being detained under duress and is unable to effectively manage his or her financial affairs.

6.3 Procedural Guidelines for Our Disability.

During any period of time when one or both of us are disabled, as defined by this Trust Agreement, our Trustee shall apply the Trust property, including its income, exclusively for our benefit and for our valid obligations by observing the following procedural guidelines, in addition to the general guidelines and provisions of Article 11 below for distributions to a disabled beneficiary:

<u>6.3.1</u> Provide Support. Payments on behalf of a disabled Settlor shall be made by the Trustee from as much of the principal and net income of the disabled Settlor's separate estate, and then from as much of the principal and net income of the disabled Settlor's share of the community or marital estate, if any, as is necessary or advisable for the disabled Settlor, in our Trustee's sole and absolute discretion, without limit as to amount, or as our Trustee deems necessary or appropriate for the maintenance, health and support in reasonable comfort and to maintain the accustomed standard of living of both Settlors.

<u>6.3.2 Other Sources of Income</u>. A distribution made to a Settlor shall not be charged against the ultimate share which may be distributable to the Settlor under any other provision of this Trust Agreement.

<u>6.3.3.</u> Provide for Our Obligations. Our Trustee shall provide as much of the principal and net income of our Trust as our Trustee, in its sole and absolute discretion, deems advisable for the payment of any valid obligations as confirmed by our Trustee. A payment shall be paid from any community or marital estate, if an obligation of both of us, and out of a Settlor's separate share or out of a Settlor's share of the community or marital estate, if any, if an obligation of that Settlor.

<u>6.3.4</u> Authorization of Trustee to Make Gifts During any period of disability of a Settlor, our Trustee in its sole judgment, and without liability, is specifically directed to make such distributions from the Trust property, including its income, as are necessary to carry out, on behalf of the incapacitated Settlor, any plan or pattern of family and/or charitable gifts which had previously been established, or clearly contemplated, by the Settlor, or which, in the opinion of counsel for the Trustee, a duly appointed guardian for the Settlor would be permitted to make and would deem advisable to make from those assets, including the making of additions to any then existing trust or trusts.

ARTICLE SEVEN Insurance Policies and Retirement Plans

7.1 Insurance Policies During Our Lives.

During our lives, we shall have the following rights, and our Trustee shall have the following duties, with respect to insurance policies or retirement plans owned by or made payable to our Trust, to the extent of our community or sole and separate interest in those policies or plans.

<u>7.1.1 A Settlor's Rights</u>. Each of us reserves, and may exercise without the approval of our Trustee or any beneficiary, all of the rights, powers, options, and privileges with respect to any insurance policy, retirement plan, annuity, or any other third party beneficiary contract made payable to our Trust or deposited with our Trustee.

<u>7.1.2</u> Our Trustee's Obligations. Our Trustee shall provide as much of the principal and net income of my trust as our Trustee deems advisable for the payment of insurance premiums on policies owned by us, either directly or beneficially, or our trust. Our Trustee shall have no obligation to see that premiums or other sums that may be due and payable under any insurance policy, retirement plan, annuity contract, or any other third party beneficiary contract are paid. Further, no provision of this Trust Agreement shall be construed to impose any obligation on either of us to maintain any insurance policy, retirement plan, annuity contract in force.

7.2 Insurance Plans upon a Settlor's Death.

Upon the death of a Settlor, our Trustee shall make all appropriate elections with respect to insurance policies, and other death benefits which constitute the separate estate of the deceased Settlor. As to all insurance policies, and other death benefits which are a part of the community or marital estate, our Trustee and the surviving Settlor shall together make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

7.2.1 Collection of Insurance Proceeds and Other Nonretirement Death Proceeds Our Trustee shall make every reasonable effort to collect all sums made payable to our Trust or our Trustee under all life insurance policies, or other nonretirement death benefit plans, which provide for death proceeds made payable to or owned by the Trust. In collecting policy or death benefit proceeds, our Trustee may, in its sole and absolute discretion, exercise any of the settlement options that may be available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Settlor in those policy or death benefit proceeds.

<u>7.2.2</u> Collection Proceedings. Our Trustee may institute proceedings, whether in law or equity, administrative or otherwise, to enforce payment of such proceeds. Our Trustee need not, except at its option, enter into or maintain any litigation or take action to enforce any payment until it has been indemnified to its satisfaction for all expenses and liabilities to which, in its sole judgment, it may be subjected.

<u>7.2.3</u> Trustee's Liability. Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle, and compromise any and all claims that may arise from the collection of any death proceeds. The decisions of our Trustee shall be binding and conclusive on all beneficiaries and our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

<u>7.2.4 Liability of Payor</u>. No person or entity which pays insurance proceeds or other death proceeds to our Trustee as beneficiary shall be required to inquire into any of the provisions of this Trust or to see to the application of any such proceeds by our Trustee. The receipt of the proceeds by our Trustee shall relieve the payor of any further liability as a result of making such payment.

7.3 Retirement Plans upon a Settlor's Death.

Upon the death of a Settlor, our Trustee, at his or her discretion, shall make all appropriate elections with respect to retirement plans to maximize tax savings upon one or both of our passing. However, at no time shall tax distribution elections supersede the distribution provisions set forth in our Trust.

<u>7.3.1</u> See-Through Trust Provisions. It is our intention that this Trust be considered a "See-Through Trust" upon the second of us to die. Upon this event, our Trust then becomes irrevocable, and a Trustee as directed by the beneficiary may make any elections as necessary for a non-spouse beneficiary, as provided under the Internal Revenue Code. The options a Trustee may choose from include but aren't limited to a lump sum payment, five-year payout, or under a life expectancy rule, if the participant/owner died before his or her required beginning date. Also, the Trustee may elect for a Beneficiary to elect an IRA roll-over, otherwise referred to as a trustee-to-trustee transfer to an IRA.

<u>7.3.2</u> Retirement Plan Elections. Our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds, whether under a qualified pension, profit sharing, Keogh, individual retirement account, or any other retirement plan, either in a lump sum or in any other manner permitted by the terms of the particular retirement plan, to the extent of the interest of the deceased Settlor. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected. Our Trustee, in its sole and absolute discretion, may disclaim the benefits of any retirement plan payable to our Trust, including individual retirement accounts that are payable to our Trust. Such disclaimed benefits shall be payable to the surviving Settlor.

ARTICLE EIGHT Administration upon the Death of a Settlor

8.1 Payment of Expenses, Claims, and Taxes.

Upon the death of a Settlor, our Trustee is authorized, but not directed, to pay the following:

<u>8.1.1 Final Expenses</u>. Remaining expenses of the last illness, funeral, and burial, including memorials of all types and memorial services of such kind as our Trustee in its sole discretion shall approve after verifying that such remaining expenses are not to be paid, in whole or in part, by a third party, individual or otherwise.

8.1.2 Legal Claims. Legally enforceable claims against the deceased or the estate.

8.1.3 Administration. Expenses with regard to the administration of the estate.

<u>8.1.4 Taxes</u>. Federal estate tax, applicable state inheritance or estate taxes, or any other taxes occasioned by death; however, our Trustee shall not be required to pay: (1) any additional estate tax assessed by reason of the revaluation of qualified property (as such term is defined in the applicable Federal tax laws relating to special use valuation) upon disposition or cessation of qualified use; or (2) taxes on property passing outside our Trust.

<u>8.1.5 Support</u>. Statutory or court ordered allowances for qualifying family members.

<u>8.1.6</u> Discretionary Payments. The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against our Trust by virtue of such discretionary authority. Our Trustee shall be indemnified from the Trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

8.2 Coordination with the Personal Representative.

This Section shall be used to help facilitate the coordination between the personal representative of the deceased Settlor's probate estate, if any, and our Trustee with respect to any property, whether owned solely or held as community property, to the extent of the deceased Settlor's interest in such property owned by the Settlor outside of this Trust Agreement on the Settlor's death.

<u>8.2.1 Transfer of Property to Our Trust</u> Upon either of our passing we appoint and direct the Personal Representative or Executor of our Estates to transfer any and all real, personal, tangible and business property to this Trust, where it will be administered by our Trustee.

8.2.2 Authorized Payments. Our Trustee, in its sole and absolute discretion, may elect to make the payments authorized under this Article either directly to the appropriate persons or

institutions or to the personal representative of the deceased Settlor's probate estate. Our Trustee may rely upon the written statements of the deceased Settlor's personal representative as to all material facts relating to these payments. Our Trustee shall not have any duty to see to the application of such payments.

<u>8.2.3</u> Purchase of Assets and Loans. Our Trustee is authorized to purchase and retain in the form received, as an addition to our Trust, any property which is a part of the deceased Settlor's probate estate. In addition, our Trustee may make loans, with or without security, to the deceased Settlor's probate estate. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

<u>8.2.4</u> Distributions from the Personal Representative. Our Trustee is authorized to accept distributions from the personal representative of the deceased Settlor's probate estate without audit and our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Settlor's probate estate.

8.3 Apportionment.

All expenses and claims and all estate, inheritance, and death taxes, excluding any generation skipping transfer tax, resulting from either of our deaths shall be paid without apportionment and without reimbursement from any person, except as otherwise specifically provided in this trust. Notwithstanding anything to the contrary in our trust, estate, inheritance, and death taxes assessed with regard to property passing outside of our trust or outside of our probate estate, but included in our gross estate for federal estate tax purposes, shall be chargeable against the persons receiving such property.

8.4 Our Trustee's Authority to Make Tax Elections.

Our Trustee may, in its sole and absolute discretion, exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law, including but not limited to the following:

<u>8.4.1 Alternate Valuation Date</u>. The right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

8.4.2 Deduction of Administration Expenses. The right to elect whether all or any parts of the administration expenses of a deceased Settlor's estate are to be used as estate tax deductions or income tax deductions. No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

<u>8.4.3</u> Deferment of Estate Taxes. The right to elect to defer payment of all or a part of a deceased Settlor's estate taxes, pursuant to any law permitting deferral, and to enter into any agreement necessary to defer payment of estate taxes even if doing so extends the statute of limitations and regardless of whether sufficient funds are available to pay the estate taxes when due.

<u>8.4.4</u> Special Use Valuation. The right to elect to value qualified real property at its value based upon actual use rather than its fair market value and to enter into any agreement necessary to make such election as permitted under the Internal Revenue Code and its regulations.

<u>8.4.5 Taxes and Returns</u>. The right to (1) Sign tax returns; (2) Pay any taxes, interest, or penalties with regard to taxes; 3) Apply for and collect tax refunds and interest thereon; or (4) Converse with the IRS regarding any prior or necessary future tax filings and handle any audits or inquiries that may occur.

<u>8.4.6 Election for Qualified Terminable Interest Property</u>. The right to have Trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations.

ARTICLE NINE

Distribution of Tangible Personal Property and Specific Distributions

9.1 Tangible Personal Property upon the first of us to die.

Upon the first of us to die, my Trustee shall distribute the non-business tangible personal property as follows:

<u>9.1.1</u> Use of Memorandum. My Trustee shall distribute the jewelry, clothing, household furniture, furnishings and fixtures, chinaware, silver, photographs, works of art, books, boats, automobiles, sporting goods, artifacts relating to my hobbies, and all other tangible articles of household or personal use in accordance with any written, signed, and dated memorandum left by me directing the distribution of such property. Any memorandum written, dated, and signed by me disposing of my tangible personal property shall be incorporated by reference into this agreement. Should I leave multiple written memoranda which conflict as to the disposition of any item of tangible personal property, that memorandum which is last dated shall control as to those items which are in conflict.

<u>9.1.2 Remaining Tangible Personal Property</u>. To the extent any and all tangible personal property is not disposed by written memorandum, my Trustee shall distribute all said property to my spouse to later be distributed upon his or her death.

<u>9.1.3 Minor Beneficiaries</u>. If any of my beneficiaries receiving property pursuant to this Article are under the age of 18, my Trustee shall have the discretion to do any of the following with recipients receiving tangible personal property: (1) Distribute the property directly to the beneficiary (or to a child's guardian or any suitable person with whom a child resides) regardless of the age of the beneficiary; (2) Hold the property in trust for later distribution until they turn the age of 18; or (3) Sell the property and add the proceeds to the residue of my Trust estate.

<u>9.1.4</u> Business Tangible Property. The disposition of tangible personal property under this section shall not include tangible personal property which my Trustee, in its sole and absolute discretion, determines to be part of, or used exclusively in, any business or profession in which I or this Trust had an interest at the time of death. Said property shall remain a part of the business and/or this Trust and under the control of my Trustee.

9.2 Specific Distributions upon the first Settlor to die.

We direct our Trustee to make the following distributions upon the passing of John Adam Doe:

\$2500 shall be distributed to Sally Brown of Memphis, Tennessee.

\$10,000 Monopoly Money shall be distributed to ACME Charities of Springfield, Minnesota.

rental shall be distributed to Baby Doe of Scottsdale, Arizona.

9.3 Continuation of Trust upon the first Settlor to die.

The remainder of our Trust estate, after payment of the debts, expenses and taxes payable by reason of the death of the first-deceased Settlor under Article 8 and the specific distributions under this Article 9, shall be continued in further trust in this **John Doe DEMO Family Trust dated January 02, 2013**, and administered and distributed according to the provisions of this Trust Agreement.

9.4 Specific Distributions upon the second of us to die.

We direct our Trustee to make the following distributions upon the second of us to die:

The property at: 1234 Any Street, Hometown USA shall be distributed to Justin Doe of Avondale, Arizona.

ARTICLE TEN Distribution of Trust Property

Upon both of our passing and after payment of the debts, expenses and taxes payable under Article 8, and after any specific distributions under Article 9, the remaining Trust property shall be distributed to my beneficiaries according to this Article as divided and set forth in Article 4.

<u>10.1.1</u> Beneficiaries 30 and Older. Each share allocated to a beneficiary who has reached the age of 30, and who is not subject to the provisions of Article 11, shall be distributed outright to that beneficiary.

<u>10.1.2</u> Joint Trust for Children. If any of our remaining beneficiaries are under the age of 25 upon both of our passing, the remaining trust property shall remain in a single trust until the oldest living beneficiary reaches age 25. At the time our oldest living beneficiary reaches age 25, the remaining trust property shall be divided pursuant to Article Four above and distributed subject to the provisions of this Article Ten.

<u>10.1.3</u> Trusts for Beneficiaries under Age 30. When a beneficiary reaches the age of 25, or for each share allocated to a beneficiary who has already reached the age of 25, the Trustee shall distribute one-third (1/3rd) of all of the trust accumulated net income and principal, as it is then constituted, to said beneficiary outright and free of trust.

For each share allocated to a beneficiary who has already reached the age of 28, the Trustee shall distribute two-thirds (2/3rds) of that beneficiary's share outright and free of trust. However, if the beneficiary has already received the 1/3rd distribution as set forth above, then at the age of 28, the Trustee shall distribute one-half (1/2) of that beneficiary's remaining share outright and free of trust.

When the beneficiary reaches the age of 30, the Trustee shall distribute to the beneficiary free of trust the balance of that beneficiary's share of the trust estate.

<u>10.1.4</u> Trusts for Beneficiaries Under 30. Unless otherwise provided in this Article, each share allocated to a beneficiary who has not yet reached the age of 30 years shall be held, administered, and distributed by our Trustee for the benefit of such beneficiary until the beneficiary reaches age of 30, upon the following terms and conditions:

<u>10.1.4.1</u> HEALTH AND MEDICAL NEEDS- The Trustee shall use and apply, directly or indirectly, for the benefit of, and/or pay to the beneficiary, so much, none, or all of the annual net income and/or of the principal of the trust estate as the Trustee, in its discretion, deems necessary for the beneficiary's health and medical needs.

<u>10.1.4.2</u> EXTRA CURRICULAR ACTIVITIES- While any beneficiary is under age 18, the Trustee shall make any distributions to the Guardian, for and on behalf of the beneficiary, for extra-curricular activities in art, sciences or athletics that the beneficiary would like to pursue, and/or would help develop the talents of the beneficiary.

<u>10.1.4.3</u> <u>DRUG PROVISION</u>- If, in the Trustee's sole and absolute discretion, the Trustee determines that any beneficiary has any type of drug or alcohol addiction, the Trustee shall not distribute any of the accumulated net income and principal to a beneficiary entitled to a distribution, but shall instead continue to hold the property in trust until the Trustee in its sole and absolute discretion determines any addictions are under control and the beneficiary has effectively dealt with their abuse problem.

<u>10.1.4.4</u> EDUCATION- The Trustee shall use and apply, directly or indirectly, for the benefit of, and/or pay to the beneficiary, so much, none, or all of the annual net income and/or of the principal of the trust estate for the beneficiary's education as defined under this Trust Agreement. However, the Beneficiary shall be required to maintain a GPA of 3.5 in order to receive distributions.

<u>10.1.4.5</u> WEDDING- The Trustee shall use and apply, directly or indirectly, for the benefit of, and/or pay to the beneficiary, \$18000.00 of the annual net income and/or of the principal of the trust estate for the beneficiary's first wedding.

<u>10.1.4.6</u> MATCHING DOLLARS FOR SCHOLARSHIPS- The Trustee shall match dollar for dollar any educational or athletic scholarships my beneficiaries may obtain and make these distributions to the beneficiary at the time they receive the scholarship.

<u>10.1.4.7</u> PURCHASE FIRST HOME- The Trustee shall use and apply, directly or indirectly, for the benefit of, and/or pay to the beneficiary, \$20000.00 of the annual net income and/or of the principal of the trust estate for the beneficiary's first primary residence.

<u>10.1.4.8</u> <u>CHURCH SERVICE</u>- The Trustee shall use and apply, directly or indirectly, for the benefit of, and/or pay to the beneficiary, so much, none, or all of the annual net income and/or of the principal of the trust estate for the beneficiary to serve a full-time mission for our Church.

<u>10.1.4.9</u> <u>BUSINESS START UP</u>- The Trustee shall use and apply, directly or indirectly, for the benefit of, and/or to the beneficiary so much, none, or all of the net income and/or principal of the trust estate for the purchase or establishment of a reputable business or professional practice. Said Business shall be dependent upon the approval of the Trustee after the beneficiary submits a quality business plan.

<u>10.1.5</u> Evaluation of Need. In making discretionary distributions, the Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to each beneficiary, which arise outside of this Trust Agreement and are known to the Trustee. Moreover, the Trustee shall take into consideration the future probable needs of a beneficiary prior to making any of the above distributions.

10.2 Retention of a Disabled Descendant's Portion in Trust.

If a share is distributable under this Section to any beneficiary who is disabled or incapacitated as defined in this Trust Agreement, then the Trustee shall retain such portion in trust and administer the same under the Trust provisions dealing with distributions to disabled persons as set forth in Article 11 below.

ARTICLE ELEVEN

Distribution and Administration for Disabled & Other Designated Beneficiaries

11.1 The Trustee's Discretion to Keep Property in Trust.

If any Trust property becomes distributable to a beneficiary when the beneficiary is disabled, as defined in this Trust Agreement, or otherwise designated as subject to Article 11, as defined in this Trust Agreement, the Trustee shall retain that beneficiary's share in a separate trust and administer it as follows:

<u>11.1.1</u> Distributions of Trust Income and Principal The Trustee shall apply to or for the benefit of the beneficiary as much of the net income and principal of the Trust as the Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's education, health, maintenance, and support. In making any distributions of income and principal under this Article, the Trustee shall be mindful of, and take into consideration to the extent the Trustee deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this Trust Agreement. Any net income not distributed to a beneficiary shall be added to principal.

<u>11.1.2</u> Termination and Distribution. When a disabled beneficiary ceases to be disabled, the Trustee shall distribute the Trust property in a lump sum distribution or regular distributions as the Trustee sees fit, subject to the terms of this Trust Agreement. For other beneficiaries subject to Article 11, if the Trustee, in their absolute discretion, determines that the beneficiary is sufficiently financially, emotionally, and intellectually responsible to no longer be subject to this Article, the Trustee, may make a lump sum distribution or regular distributions as the Trustee sees fit, subject to the terms of this Trust Agreement.

11.2 Methods of Payment.

Our Trustee may make the distributions called for in this Article in any one or more of the following ways:

11.2.1 Directly to a beneficiary.

11.2.2 To persons, corporations, or other entities for the use and benefit of the beneficiary.

11.2.3 To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management, and custody of the account to a suitable person, corporation, or other entity for the use and benefit of the beneficiary.

11.2.4 In any prudent form of annuity purchased for the use and benefit of the beneficiary.

11.2.5 To any person or duly licensed financial institution, including the Trustee, as a custodian under the Uniform Transfers to Minors Act, or any similar act, of any state, or in any manner allowed by any state statute dealing with gifts or distributions to minors or other

individuals under a legal disability.

11.2.6 To any guardian, agent under a valid power of attorney, or other person deemed by the Trustee to be responsible, and who has assumed the responsibility of caring for the beneficiary.

11.3 General Guidelines for Distribution.

Whenever a distribution is authorized or required by a provision of this Trust Agreement to any beneficiary who is disabled, such distribution may be made by the Trustee: (1) Without continuing court supervision or the intervention of a guardian, conservator, or any other legal representative; (2) Without giving or requiring any bond or surety on bond; and (3) Pursuant to any of the methods authorized under this Article. Before making any distributions to beneficiaries, other than a Settlor, under this Article, the Trustee, to the extent that it is both reasonable and possible, shall inquire into the ultimate disposition of the distributed funds, and take into consideration the behavior of trust beneficiaries with regard to their disposition of prior distributions of trust property.

11.4 Spendthrift Provisions

While any beneficiary is entitled to receive any distributions under this Trust Agreement, each trust created by this Trust shall be a spendthrift trust to the fullest extent allowed by law. Prior to the actual receipt of trust property by any beneficiary, no property (income or principal) distributable under this Trust Agreement shall, voluntarily or involuntarily, be subject to anticipation or assignment by any beneficiary, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void.

ARTICLE TWELVE Ultimate Distribution And Contingent Beneficiaries

If at the death of the surviving Settlor or at the termination of a separate Trust there is no living beneficiary designated to take the assets held in the Trust, the Trustee shall divide the property then constituting the Trust estate into two (2) equal shares. One equal share shall be distributed to the persons who would be the heirs of John Adam Doe under the laws of California then in effect as if he had then died without a will, unmarried and owning the assets, and the other equal share shall be distributed to the persons who would be the heirs of Jane Eve Doe under the laws of California then in effect as if she had then died without a will, unmarried and owning the assets.

ARTICLE THIRTEEN General Trustee Provisions

13.1 Our Right to Serve as Trustee.

While either one of us are serving as Trustee, we may serve as the only Trustee or we may name any number of Trustees to serve with us. If any of our successor Trustees becomes disabled or subsequently dies, resigns, or becomes legally incapacitated, or are otherwise unable or unwilling to serve as a Trustee, we may or may not elect to fill the vacancy.

13.2 Multiple Trustees.

When more than two Trustees are acting, the concurrence and joinder of a majority of Trustees shall control in all matters pertaining to the administration of any trust created under this Trust Agreement. Any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

If only two Trustees are acting, the concurrence and joinder of both shall be required except where this Trust Agreement specifically states otherwise; provided, however, that two co-Trustees may form joint savings, checking or investment accounts that require only one Trustee's signature to effect transactions for such an account.

13.3 Resignation of a Trustee.

Any Trustee may resign by giving thirty days' written notice to each of us or to our respective legal representatives. If either of us is not living, the notice shall be delivered to the Trustee and to all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income from any trust created under this Trust Agreement. If a beneficiary is a minor or is legally incapacitated, the notice shall be delivered to that beneficiary's guardian or other legal representative. Upon resignation, the outgoing Trustee shall deliver to any other then-acting Trustee, or if none, to the successor Trustee, all of the Trust assets in the possession of the outgoing Trustee, and shall make available to the persons who receive notice a complete financial record and inventory of assets for the Trust affected thereby. With respect to any properties thus transferred by the outgoing Trustee, the outgoing Trustee shall be discharged of all future duties and obligations.

13.4 The Removal of a Trustee.

Any Trustee may be removed by us or by our other beneficiaries as follows:

<u>13.4.1</u> Removal by Us. We reserve the right to remove any Trustee at any time, but only if we both agree.

<u>13.4.2</u> Removal by One of Us. After one of us dies or during any period that one of us is disabled and the other Settlor is living and is not disabled, the surviving nondisabled Settlor may remove any Trustee.

<u>13.4.3</u> Removal by Other Beneficiaries. After the death or incapacity of both of us, a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this Trust Agreement may remove any Trustee; provided, however, that the descendants of any beneficiary shall have, collectively, one vote.

<u>13.4.4</u> Notice of Removal. Neither of us, nor any of our beneficiaries, need give any Trustee being removed any reason, cause, or ground for such removal. Notice of removal will be effective when made in writing by either: (a) personally delivering notice to the Trustee and securing a written receipt; or (b) mailing notice in the United States mail to the last known address of the Trustee by certified mail, return receipt requested.

<u>13.4.5</u> Replacement Trustee The replacement trustee shall be appointed pursuant to Section 3.3 of this Trust Agreement.

13.5 Corporate Fiduciaries.

Any corporate fiduciary named in this Trust Agreement or appointed by a court of competent jurisdiction as a Trustee must be a bank or trust company situated in the United States having trust powers under applicable federal or state law. Such fiduciary shall have a combined capital and surplus of at least 25 million dollars. If any bank or trust company succeeds to the trust business of any corporate fiduciary serving as a Trustee under this Trust Agreement, whether because of a name change or any other form of reorganization, or if such corporate fiduciary ever transfers all of its existing business to any other bank or trust company, the successor shall thereupon, without any action being required, succeed to the Trusteeship as if originally named.

13.6 Powers and Liabilities of Successor Trustee.

Any successor Trustee, whether corporate or individual, shall have all of the rights, powers, and privileges, and be subject to all of the obligations and duties, both discretionary and ministerial, as given to the original Trustees. Any successor Trustee shall be subject to any restrictions imposed on the original Trustees. No successor Trustee shall be required to examine the accounts, records, and acts of any previous Trustees. No successor Trustee shall in any way be responsible for any act or omission to act on the part of any previous Trustees.

13.7 Delegation Among Trustees.

Any Trustee may delegate to any other Trustee the power to exercise any or all powers granted it in this Trust Agreement, including those which are discretionary, if allowed by law. The delegating Trustee may revoke any such delegation at will. The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing executed by the delegating Trustee. As long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power.

13.8 Utilization of Substitute Trustee.

If our Trustee is unwilling or unable to act as to any Trust property, our Trustee shall designate, in writing, an individual, bank trust department, or trust company to act as a substitute Trustee with regard to such property. The property being administered by the substitute Trustee, as well as the net income there from, shall be distributed or remitted as directed by the delegating Trustee consistent with the terms of this Trust Agreement. Each substitute Trustee shall exercise all of the fiduciary powers granted by this Trust Agreement unless expressly limited by the delegating Trustee in the instrument appointing such substitute Trustee, or by any provision within this Section. Any substitute Trustee may resign at any time by delivering written notice to our Trustee to that effect.

13.9 Incapacity of Trustee

If it is determined that a Trustee is unable to serve because he or she is disabled as defined under this Trust Agreement, the co-Trustee(s) or successor Trustee(s) shall serve in the order and manner set forth herein until the disability shall terminate; if the disability does terminate and the formerly disabled person wishes to resume his or her duties, a statement containing evidence to that effect together with a written statement signed by the formerly disabled person accepting his or her appointment as a Trustee must be filed in the records of the Trust.

13.10 No Requirement to Furnish Bond or Other Security.

Our Trustee shall not be required to furnish any bond or other security for the faithful performance of its duties. If a bond is required by any law or court of competent jurisdiction, it is our desire that no surety be required on such bond.

13.11 Court Supervision Not Required.

All trusts created under this Trust Agreement shall be administered free from the active supervision of any court. Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

13.12 Our Trustee's Responsibility to Give Information to Beneficiaries.

Our Trustee shall report, at least semiannually, to the beneficiaries then eligible to receive mandatory or discretionary distributions of the net income from the various trusts created in this Trust Agreement regarding all of the receipts, disbursements, and distributions occurring during the reporting period along with a complete statement of the Trust property. If our beneficiaries are minors at any time during the administration of this Trust, upon turning the age of 18, the Trustee is required to furnish a full accounting to the beneficiary regarding the Trust assets during their role as trustee. Moreover, the trust's books and records along with all Trust documentation shall be available and open at all reasonable times to the inspection of the Trust

beneficiaries and their representatives. Our Trustee shall not be required to furnish Trust records or documentation to any individual, corporation, or other entity that is not a beneficiary, does not have the express written approval of a beneficiary, or is not requesting such pursuant to a court order.

13.13 Trustee's Fee.

Our Trustee shall be entitled to fair and reasonable compensation for the services it renders as a fiduciary. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale. Moreover, our Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with its fiduciary duties under this Trust Agreement.

13.14 Notice of Events.

Until a Trustee has received written notice of any birth, death or other event upon which the right to receive payment from the Trust estate may depend, the Trustee shall incur no liability for disbursements or distributions theretofore made in good faith.

ARTICLE FOURTEEN Trustee's Administrative and Investment Powers

14.1 Introduction to Trustee's Powers.

Except as otherwise provided in this Trust Agreement, the Trustee or Trustees shall have both the administrative and investment powers enumerated under this Article and any other powers granted by law with respect to the various trusts created by this Trust Agreement.

14.2 Powers to Be Exercised in the Best Interests of the Beneficiaries.

Our Trustee shall exercise the following administrative and investment powers without the order of any court, as our Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries and according to the terms of this Trust. Except where expressly limited herein, the exercise of Trustee powers is subject to the fiduciary duties prescribed by law in the state of California. Moreover, our trustee shall observe the standards in dealing with Trust assets that would be observed by a prudent person dealing with the property of another, and if the trustee has special skills or is named trustee on the basis of representations of special skills or expertise, the trustee is under a duty to use those skills.

14.3 Persons Dealing with Trustee.

No person dealing with our Trustee shall be obligated to inquire into the Trustee's power or authority, or into the validity of any act of the Trustee, or be liable for the application of any money paid to the Trustee in the management of the Trust estate.

14.4 Administrative and Investment Powers.

Without limiting the authority or powers conferred by this Trust Agreement or by law, our Trustee may, subject to a duty to act with due regard to the Trustee's obligation as a fiduciary according to the standards set forth above, exercise the following specific powers:

<u>14.4.1</u> Investment Powers. The Trustee may invest in any business, real or personal property, or financial instrument, as our Trustee sees fit in order to maximize the value of the Trust property. Nevertheless, the Trustee shall be conservative and careful in all of the Trust investments acting with the utmost fiduciary duty at all times.

<u>14.4.2</u> Common Fund Powers. For the purpose of convenience with regard to the administration and investment of the Trust property, the Trustee may hold the several trusts created under this Trust Agreement as a common fund. The Trustee may make joint investments with respect to the funds comprising the Trust property. The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this Trust Agreement.

<u>14.4.3</u> Compensation Powers. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this Trust Agreement. The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this Trust Agreement, and shall reasonably compensate those persons employed by the Trustee, including agents, auditors, accountants, and attorneys.

<u>14.4.4</u> <u>Distribution Powers</u>. The Trustee is specifically authorized to make divisions and distributions of the Trust property either in cash or in kind, or partly in cash and partly in kind, or in any proportion it deems advisable. The Trustee may allocate specific property to any beneficiary or share although the property may differ in kind from the property allocated to any other beneficiary or share. The foregoing powers may be exercised regardless of the income tax basis of any of the property.

<u>14.4.5</u> Funeral and Burial Expenses. The Trustee may in its sole discretion pay the funeral and burial/cremation expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this Trust Agreement. Funeral and burial/cremation expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes. The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

<u>14.4.6</u> Loan, Borrowing, and Encumbrance Powers. The Trustee may borrow money upon such terms and conditions as it shall deem advisable, including, in the case of a corporate fiduciary, the power to borrow from its own banking or commercial department. It shall have the power to obligate the Trust property for the repayment of any sums borrowed where the best interests of the beneficiaries have been taken into consideration. The Trustee shall have the power to encumber the Trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in this Trust Agreement.

<u>14.4.7</u> Nonproductive Property. Except where expressly limited by this Trust Agreement, the Trustee may hold property which is non income producing or is otherwise nonproductive if the holding of such property is, in the sole and absolute discretion of the Trustee, in the best interests of the beneficiaries.

<u>14.4.8 Powers of Attorney</u>. The Trustee may execute, deliver, and grant to any individual or corporation a revocable or irrevocable power of attorney to transact any and all business on behalf of the various trusts created in this Trust Agreement. The power of attorney may grant to the attorney in fact all of the rights, powers, and discretion that the Trustee could have exercised.

<u>14.4.9</u> Sale, Lease, and Other Powers. The Trustee may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the Trust property. It may deal with the Trust property at such time or times, for such purposes, for such considerations and upon

such terms, credits, and conditions, and for such periods of time, whether ending before or after the term of any trust created under this Trust Agreement, as it deems advisable. The Trustee may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the Trust property in all other ways in which a natural person could deal with his or her property.

<u>14.4.10</u> Settlement Powers. The Trustee may compromise, adjust, arbitrate, alter the terms of, or abandon any claim in favor of or against any trust created under this Trust Agreement, and may take deeds in lieu of foreclosure.

<u>14.4.11</u> Trustees' or Fiduciaries' Powers Acts In addition to all of the powers specifically granted the Trustee in this Article, the Trustee may exercise those powers set forth under the Trustees' or Fiduciaries' Powers Acts, or their equivalent, of the State of California, together with any amendment to such laws. The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this Trust Agreement. All of the powers granted to the Trustee in this Article shall be in addition to those powers conferred upon Trustees under all applicable state and federal statutes. Each power conferred upon the Trustee under this Article, or upon Trustees in general, by applicable state or federal statutes, shall be subject to the terms of this Trust Agreement.

14.5 Conflicts of Interest.

No Trustee shall, by reason of its fiduciary capacity under this Trust Agreement, be prevented or restricted from (1) holding any position(s), including those of director, officer, or partner, nor from receiving or fixing compensation in respect of such position(s), in any business or other enterprise, in which the Trust estate has an investment or other interest, or (2) exercising any voting or other right(s) available to the Trust estate, even though such Trustee may have an investment or other personal interest in the outcome of the exercise of such right(s).

14.6 Powers regarding Subchapter-S Stock.

If at any time the trust estate includes shares of stock in any corporations that have elected to be governed by the provisions of Subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code (IRC Section 1361 et seq., or any successor sections), then notwithstanding any other provision of this instrument, the trustee shall at all times manage those shares, and administer the trust estate, in a manner that will maintain the S corporation status.

14.7 Limited or Prohibited Powers.

<u>14.7.1 No Enlargement of Beneficial Interests</u>. The powers and discretion granted herein to the Trustee are exercisable only in a fiduciary capacity, and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of the duties of the Trustees.

<u>14.7.2</u> Certain Discretionary Distributions Limited to Ascertainable Standard Any person who is a beneficiary and trustee of a trust that confers on the trustee a power to make

discretionary distributions to or for the trustee's personal benefit may exercise the power only in accordance with an ascertainable standard relating to the trustee's individual health, education, support, or maintenance within the meaning of Subsection 2041(b)(1)(A) or 2514(c)(1) of the Internal Revenue Code of 1986, as amended from time to time.

<u>14.7.3</u> No Satisfaction of Support Obligation. A trustee may not exercise a power to make discretionary distributions to satisfy a legal obligation of support that the trustee personally owes another person.

ARTICLE FIFTEEN Definitions and General Provisions

15.1 Definitions.

For purposes of this Trust Agreement, the following words and phrases shall be defined as follows:

<u>15.1.1</u> Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this Trust Agreement as though they were the naturally born children of their adopting parents. An afterborn person is a descendant of ours who is born after the date that we sign this Trust Agreement. A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

<u>15.1.2</u> Descendants. A person's descendants shall include all of his or her lineal descendants through all generations. The terms "descendants", "issue", "heirs", and other class gift terms shall include individuals born out of wedlock, and their respective descendants if appropriate to the class. If a person has been adopted who was under the age of twenty-one (21) years at the date of adoption, that person and his/her descendants shall be considered as descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. Relatives of the half blood shall receive the same share they would receive if they were of the whole blood. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation.

15.1.3 Education. As used in this Trust, "education" shall include:

<u>15.1.3.1</u> College. Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

<u>15.1.3.2</u> Vocational School. Any course of study or instruction at any institution for specialized, vocational, or professional training.

<u>15.1.3.3</u> Other. Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program. In addition, "education" may include, in Trustee's discretion, allowing the beneficiary character-enhancing experiences and the enhancement of learning of lessons which will improve the beneficiary's life [i.e., serving on religious mission, traveling with music/dance/artistic group, etc.]

<u>15.1.3.4</u> <u>Covered Costs</u>. Distributions for education may include tuition, fees, books, computers, supplies, living expenses, travel, and spending money to the extent that they are reasonable and determined necessary or useful by the Trustee.

<u>15.1.4</u> Personal Representative. "Personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee, or any other form of personal representative.

<u>15.1.5</u> <u>Disability</u>. Except as otherwise provided in this Trust Agreement, any individual may be treated as disabled, incompetent, or legally incapacitated if:

<u>15.1.5.1</u> Court Decree. The individual has been declared or adjudicated as such by a court of competent jurisdiction, or a guardian, conservator, or other personal representative of such individual's person or estate has been appointed by a court of competent jurisdiction, or

<u>15.1.5.2</u> Certification by Two Physicians. The individual has been certified as such in writing by at least two licensed physicians, or

<u>15.1.5.3</u> <u>Unexplained Absence</u>. The individual has disappeared or is absent for unexplained reasons, or the individual is being detained under duress where the individual is unable to effectively manage his or her property or financial affairs.

<u>15.1.6 "Per Capita" Defined</u>. "Per capita" means that the property is divided into as many equal shares as there are: (a) surviving descendants in the generation nearest to the designated ancestor which contains one or more surviving descendants; and (b) deceased descendants in the same generation who left surviving descendants, if any. Each surviving descendant in the nearest generation is allocated one share. The remaining shares, if any, are combined and then divided in the same manner among the surviving descendants of the deceased descendants as if the surviving descendants who were allocated a share and their surviving descendants had predeceased the distribution date.

<u>15.1.7 "Per Stirpes" Defined</u>. "Per stirpes" means that the property is divided into as many equal shares as there are: (a) surviving children of the designated ancestor; and (b) deceased children who left surviving descendants. Each surviving child, if any, is allocated one share. The share of each deceased child with surviving descendants is divided in the same manner, with subdivision repeating at each succeeding generation until the property is fully allocated among surviving descendants.

15.2 The Rule Against Perpetuities.

Unless sooner terminated by the express provisions of this Trust Agreement, each trust created in this Trust Agreement shall terminate, as allowed by law, either twenty one years after the death of the last survivor of the group composed of the both of us and those of our descendants living at the time the first one of us dies, or ninety years. At that time, the property held in trust shall be discharged of any further trust, and shall immediately vest in and be distributed to those persons entitled to receive or have the benefit of the income from the respective trust.

15.3 Protective Clause.

To the fullest extent permitted by law, the interests of all of the beneficiaries in the various trusts and trust property subject to this agreement, except for our interests in the various trusts or trust property subject to this agreement, shall not be alienated, pledged, anticipated, assigned, or encumbered unless specifically authorized by the terms of this agreement.

Such interests shall not be subject to legal process or to the claims of any creditors, other than our creditors to the extent of each of our respective interests in the trusts or trust property, while such interests remain trust property.

15.4 Contest Clause.

If any person, including a beneficiary, shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this Trust Agreement, including any amendments thereto, or commences or prosecutes any legal proceedings to set this Trust Agreement aside, then in such event and where allowed by law such person shall forfeit his or her share, including any of their surviving descendants, and cease to have any right or interest in the Trust property.

Should any person disclaim his or her interest, in whole or in part, in any trust created for his or her benefit in this Trust Agreement, the result of which would be for that person to receive trust property free of trust earlier than provided by the terms of the Trust, then the disclaiming person shall forfeit his or her interest in the Trust, including any of their surviving descendants, and shall cease to have any right or interest in the Trust property.

15.5 Changing of Trust Situs.

After the death or disability of one of us, the situs of this Trust Agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this Trust Agreement. If such consent is obtained by the beneficiaries, the beneficiaries shall notify our Trustee in writing of such change of Trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this Trust Agreement. A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

15.6 General Matters.

The following general matters of construction shall apply to the provisions of this Trust Agreement:

<u>15.6.1</u> Construction. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

<u>15.6.2</u> Headings of Articles, Sections, and Paragraphs. The headings of Articles, Sections, and Paragraphs used within this Trust Agreement are included solely for the convenience and

reference of the reader. They shall have no significance in the interpretation or construction of this Trust Agreement.

<u>15.6.3</u> Notices. All notices required to be given in this Trust Agreement shall be made in writing by either: (a) personally delivering notice to the party requiring it, and securing a written receipt; or (b) mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice (the effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing).

<u>15.6.4</u> <u>Delivery</u>. For purposes of this Trust Agreement "delivery" shall mean: (a) personal delivery to any party; or (b) delivery by certified United States mail, return receipt requested, to the party making delivery. The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

<u>15.6.5</u> Applicable State Law. The validity of this Trust shall be determined by reference to the laws of the State of California. If the settlor is no longer residing in California upon the settlor's passing, questions with regard to the construction and administration of the various trusts contained in this Trust Agreement shall be determined by reference to the laws of the state in which the Trust is then currently being administered.

<u>15.6.6</u> Duplicate Originals. This Trust Agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original.

<u>15.6.7</u> Severability. If any provision of this Trust Agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this Trust Agreement. The remaining provisions shall be fully severable, and this Trust Agreement shall be construed and enforced as if the invalid provision had never been included in this Trust Agreement.

Revocable Living Trust Acknowledgement

We, John Adam Doe & Jane Eve Doe, hereby execute and certify that we have read our foregoing revocable living trust agreement, and that it correctly states the terms and conditions under which our trust property is to be held, managed, and disposed of by our Trustee. We approve this revocable living trust in all particulars, and request our Trustee to execute it.

Х	Х		
John Adam Doe, Settlor	John Adam Doe, Trustee		
X	X		
Jane Eve Doe, Settlor	Jane Eve Doe, Trustee		
	this certificate verifies only the identity of the in ed, and not the truthfulness, accuracy, or valid		
STATE OF CALIFORNIA			
COUNTY OF SAN MATEO On I appeared	pefore me,	, Notary Public personally	
Onbefore me,, Notary Public personally, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
I certify under PENALTY OF PE foregoing paragraph is true and	RJURY under the laws of the State correct.	e of California that the	
MITNECO and and and afficial a			

(Seal)

WITNESS my hand and official seal.

Notary Public Signature

Assignment of Assets

John Adam Doe & Jane Eve Doe, Settlors and Trustors, hereby grant, transfer, assign and deliver to John Doe DEMO Family Trust dated January 02, 2013, and any amendments thereto, the following assets:

All jewelry, pictures, books, silver, plates, linen, china, coin collections, glassware, objects of art, clothing, household furniture and furnishing, personal automobiles, motor homes, mobile homes, boats and other tangible articles of personal property, together with any insurance on such property, as well as insurance on any other assets owned by the Trust;

Promissory notes, amounts owing to the Trustor(s), stocks, bonds, securities, interest in general or limited partnerships, contents of safe deposit boxes, claims under pending lawsuits, and other choses in action; and any other assets held by the Trustor(s) which otherwise would be subject to probate, excluding however life insurance and tax qualified retirement plans.

These assets, together with any other property which may become subject to this Trust, including assets which require formal documents of transfer, and tangible personal properties acquired after the date of this Assignment, shall constitute the trust estate of this Trust and shall be held, administered and distributed by the Trustees as provided in this Trust. The Trustors request that any person dealing with the Trustees recognize this assignment without any further documentation.

John Adam Doe, Settlor/Trustee Jane Eve Doe, Settlor/Trustee

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

STATE OF CALIFORNIA COUNTY OF SAN MATEO

Х

On	before me,	, Notary Public personally
appeared		, who proved to me on
		vhose name(s) is/are subscribed to the
within instrument a	and acknowledged to me that he/she	/they executed the same in his/her/their
authorized capacit	y(ies), and that by his/her/their signa	ature(s) on the instrument the person(s), or
the entity upon bel	half of which the person(s) acted, ex	ecuted the instrument.

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

WITNESS my hand and official seal.

_(Seal)

Notary Public Signature

Memorandum for Distribution of Tangible Personal Property On the Death of John Adam Doe

I, John Adam Doe, resident of San Mateo County, California, pursuant to the provisions of the California Uniform Probate Code, herewith execute this separate writing which will direct the disposition of all or some of my items of tangible personal property.

1:	Description cast iron cookware	<u>Recipient</u> Justin Doe	
2:			
3:			
1:			
5:			
6:			
7:			
8:			
):			
0:			
X			
	ohn Adam Doe	Date	
X_			
	Witness	Address	

Memorandum for Distribution of Tangible Personal Property On the Death of Jane Eve Doe

I, Jane Eve Doe, resident of San Mateo County, California, pursuant to the provisions of the California Uniform Probate Code, herewith execute this separate writing which will direct the disposition of all or some of my items of tangible personal property.

1.	Description Easy Bake Oven Collection		<u>Recipient</u> Sally Brown
1.	Easy Bake Oven Collection		Sally brown
2:	1954 Fender Stratocaster Guitar		Baby Doe
3:			
4:			
5:			
6:			
7:			
8:			
9:			
10:			
X			_
	Jane Eve Doe	Date	
X_			
	Witness	Address	

Memorandum for Distribution of Tangible Personal Property On the Death of both John Adam Doe & Jane Eve Doe

We, John Adam Doe & Jane Eve Doe, residents of San Mateo County, California, pursuant to the provisions of the California Uniform Probate Code, herewith execute this separate writing which will direct the disposition of all or some of our items of tangible personal property <u>upon</u> <u>both our deaths</u>.

4.	Description	<u>Recipient</u>	
1:			
2:			
3:			
4:			
5:			
6:			
7:			
8:			
9:			
10:			
Х			
,	John Adam Doe	Date	
Χ_			
,	Jane Eve Doe	Date	
X_	Witness	Address	_

EXHIBIT A Community Property

,		
Х	Х	
John Adam Doe	Jane Eve Doe	-

EXHIBIT B The Separate Property of John Adam Doe

Χ	Χ	
John Adam Doe	Jane Eve Doe	

EXHIBIT C The Separate Property of Jane Eve Doe

Х	Х	
		_
John Adam Doe	Jane Eve Doe	