

REVOCABLE LIVING TRUST

This Revocable Living Trust Agreement, (hereinafter "Trust"), is being made on December 1, 2022 by and between **JOHN C. SAMPLE** of the State of California, herein after referred to as the Trustor and the Trustee designated below and shall be governed and administered in accordance with the following terms and provisions.

**ARTICLE I
NAME OF TRUST**

1. **NAME OF TRUST:** This may be referred to as **THE JOHN C. SAMPLE REVOCABLE LIVING TRUST** and is created in accordance with the California Probate Code.

RECITALS AND CONVEYANCE

WHEREAS, I, desire to establish a trust of which, during my lifetime, I am the sole life beneficiary and the exclusive recipient of the economic benefits;

WHEREAS, this Trust shall be initially funded with the sum of TEN DOLLARS (\$10.00) in cash; such sum and any assets later added to the trust shall be known as the "trust estate" and shall be held, administered and distributed as provided in this document and any subsequent amendments to this document;

NOW, THEREFORE, the Trustee acknowledges receipt of the trust estate and shall hold the same in trust under the following terms, conditions and provisions:

**ARTICLE II
IDENTIFICATION**

2. **TRUSTOR AND CHILDREN:** The Trustor of this trust is **JOHN C. SAMPLE**, an individual residing at **123 ELM ST, OAK, CA 12345-6789**. The Trustor is the parent of the following child(ren):

JACK C. SAMPLE
JOAN C. SAMPLE

**ARTICLE III
TRUSTEE APPOINTMENT**

3. **TRUSTEE APPOINTMENTS:** The Trustor hereby appoints **JOHN C. SAMPLE**, as Trustor, and as Trustee of the Trust. If the Trustor is unable to serve as Trustee for any reason, then the Trustor hereby appoints **JOHN C. SAMPLE, JR. and JOAN C. SAMPLE** as Successor Trustee(s). If either Trustee are not able to serve as Trustee for any reason, then the Trustor hereby appoints **UNCLE BOB SAMPLE** as the alternate Successor Trustee(s). The Trustee(s) shall have all the powers as provided in this agreement and the laws of the State of California. The principal place of administration of this trust is the Trustors place of residence, regardless of the residence of the Trustee.*

While co-Trustees are acting, only one signature shall be required to conduct business with respect to property and/or assets held or owned by the trust. Any third party dealing with the

trust may rely upon this singular authority without any further evidence. Any trust asset may be titled to reflect this authority, including the designation “and/or”.

I may appoint individuals or corporations as co-Trustees or successor Trustees by a written instrument (other than a Will) delivered to the then-acting Trustee. If I am incapacitated, the person who I have nominated to serve as successor Trustee may designate his or her successor, if there is no named successor to that successor Trustee or if the person designated as his or her successor is unable or unwilling to serve.

If there is no Trustee acting hereunder, then a majority of the adult remainder beneficiaries shall appoint a successor Trustee or co-Trustees by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act.

ARTICLE IV ASSETS OF TRUST

4. **ASSETS OF TRUST:** All rights, title, and interest in and to all real and personal property, tangible or intangible, and those listed on the attached Schedule “A,” is hereby assigned, conveyed and delivered to the Trustee for inclusion in this Trust.

5. **ADDITIONS TO TRUST PROPERTY:** Additional property may be conveyed to the Trust by the Trustor, or any other third party at any time. Trustor may execute such other documents as is necessary to effectuate the assignment of property to this Trust, may add to the principal of the trust by deed, will, or otherwise.

6. **RIGHTS TO TRUST ASSETS:** Except as specifically provided herein, the Beneficiaries of this Trust shall have no rights to any assets of the Trust.

7. **HOMESTEAD EXCEPTION:** Trustor reserves the right to use, occupy and reside upon any real property placed in this Trust as their permanent residence during their lives. Trustor shall have the right to reside in the property rent free and without charge except for the payment of the following: (1) all mortgages, costs and expenses (2) all property taxes, and (3) reasonable expenses of upkeep and maintenance. Trustor retains the legal right to use and benefit from the property in all respects. It is the intent of this provision to retain for the Trustor the requisite beneficial interest and possessor right in and to such real property needed to retain their qualification for any exception, freeze of tax rates and/or valuation granted to any individual or individuals so qualifying.

ARTICLE V TRUSTEE POWERS AND OTHER PROVISIONS

8. **POWERS:** The Trustor does hereby grant to the Trustee all powers necessary to deal with any and all property of the Trust as freely as the Trustor could do individually. The Trustee shall at all times and in all actions act as a fiduciary in good faith. Trustee is hereby granted all powers contained herein and all powers conferred upon Trustee under applicable statutes and laws of the State of California, to the broadest extent possible, including, but limited to all the powers authorized by the California Probate Code. All powers granted to the Trustee by this Trust Agreement are ministerial in nature and are not intended to create or alter substantial rights. Without limiting the foregoing general statement of powers, the Trustee powers include, but shall not be limited to the following:

(A) **TRUST ASSETS:** The Trustee is hereby authorized and granted all powers necessary to retain as a permanent investment of the Trust, or for such time as the Trustee shall deem advisable, the original assets of the Trust and all other property later transferred, devised or bequeathed to the Trustee, without liability for loss or depreciation resulting from such retention.

(B) **NONPRODUCTIVE ASSETS:** The Trustee is hereby granted all powers and authority necessary to hold uninvested cash, and to retain, acquire, and hold unproductive realty or personalty for any periods deemed advisable by the Trustee, even though the total amount so held is disproportionate under trust investment law or would be permitted without this section.

(C) **INVESTMENT POWERS:** The Trustee is hereby granted all powers necessary to invest and reinvest any and all of the property of the Trust in any and all types of property, security or other asset deemed by Trustee to be in the best interests of the Trust as a whole, without limitation or regard to yield rates or income production, including checking and savings accounts, and certificates of deposit.

(D) **SECURITIES:** The Trustee is specifically authorized, in his or her discretion, to maintain brokerage margin accounts, to buy, sell or transfer options, warrants, puts, calls, commodities, futures contracts, and repurchase contracts, and to exercise any options, rights, and conversion privileges pertaining to any securities held by the Trustee as Trust assets.

With respect to any corporation or partnership, the stocks, bonds or interests in which may form a part of the trust estate, to act in the same manner and to exercise any and all powers which an individual could exercise as the legal owner of any such corporate stock or partnership interest, including the right to vote in person or in proxy, or to surrender, exchange or substitute stocks, bonds, or other securities as an incident to the merger, consolidation, re-capitalization or dissolution of any of such corporation, or to exercise any option or privilege which may be conferred upon the holders of such stocks, bonds, or other securities, either for the exchange or conversion of the same into other securities or for the purchase of additional securities, and to make any and all payments which may be required in connection therewith.

(D.1) **Subchapter S Stock.** Before the date on which any "S Corporation Shares" (defined below) would otherwise pass to or be treated as held by an "Ineligible Trust" (defined below), the Trustee may elect to hold these S Corporation Shares in one or more separate trusts or trust shares on the terms set forth in this Paragraph. The Trustee may elect to hold such S Corporation Shares under the section entitled "Qualified Subchapter S Trusts" or the section entitled "Electing Small Business Trusts," as the Trustee shall deem appropriate, considering the changes that such provisions would require from the terms and conditions under which such shares would otherwise be held under this Agreement.

(1) Qualified Subchapter S Trusts. Any S Corporation Shares held under this section shall be held on the following terms:

(a) Each trust held under this section shall be a separate trust or substantially separate and independent share, as defined in § 1361(d)(3) of the Code, held for the benefit of one beneficiary. Any reference in this section

to a beneficiary's separate trust shall refer equally to any substantially separate and independent trust share.

(b) Until the "QSST Termination Date" (defined below), the Trustee shall annually distribute all of the trust's "Net Income" (defined below) to the sole beneficiary of each trust held under this section, together with as much of that trust's principal as is appropriate under the standard contained in the trust to which such S Corporation Shares would otherwise have been held. The Trustee shall not distribute income or principal to anyone other than the beneficiary to whom Net Income is distributable until the QSST Termination Date.

(c) Upon the QSST Termination Date, the Trustee shall distribute the remaining trust assets to the beneficiary to whom Net Income was then distributable.

(d) The Trustee shall elect under § 1361(d)(2) of the Code to cause each trust held under this section to be treated as a Qualified Subchapter S Trust for Federal income tax purposes.

(e) The Trustee shall administer any trust under this section as a Qualified Subchapter S Trust, as defined in § 1361(d)(3) of the Code.

(f) The Trustee shall allocate any S Corporation Shares that will be held under this section to the one trust under this section that is not the Ineligible Trust or, if there is more than one trust under this section that is not the Ineligible Trust, between or among those separate trusts, based on each beneficiary's interest in the income of the Ineligible Trust that would otherwise have held those shares. If no beneficiary was entitled to income of such Ineligible Trust at that time, the Trustee may allocate any S Corporation Shares to the one trust under this section that is not the Ineligible Trust or, if there is more than one trust under this section that is not the Ineligible Trust, between or among those separate trusts for the beneficiaries of such Ineligible Trust, in such manner as the Trustee shall deem appropriate.

(2) Electing Small Business Trusts. Any S Corporation Shares held under this section shall be held on the following terms:

(a) The Trustee shall apportion to the trusts under this section a reasonable share of the unallocated expenses of all trusts under this Agreement, in a manner consistent with the applicable Code and Regulations.

(b) The Trustee shall make the election required by § 1361(e)(3) of the Code to qualify the trust under this section as an Electing Small Business Trust, under § 1361(e) of the Code.

(c) The Trustee shall administer each trust under this section as an Electing Small Business Trust, under § 1361(e) of the Code.

(3) Implementation. The Trustee shall manifest the Trustee's selection of the form in which the trust shall hold any S Corporation Shares by written notice to all persons who would be eligible or entitled at the time of such writing to receive income from the Ineligible Trust that would otherwise hold such S Corporation Shares.

(4) Definitions. The following definitions apply for purposes of this Paragraph:

(a) "Ineligible Trust" means a trust whose ownership of any S Corporation Shares would cause the termination of that corporation's election to be taxed under subchapter S of the Code.

(b) "Net Income" means income, as defined in § 643(b) of the Code.

(c) "S Corporation Shares" means shares of any stock of a corporation that then operates, or that the Trustee shall deem likely to operate in the future, under an election to have its earnings taxed directly to its stockholders under subchapter S of the Code.

(d) "QSST Termination Date" means the earlier of the date on which the beneficiary of a trust under this Paragraph dies and the date on which such trust no longer holds any S Corporation Shares.

(5) Application. None of the foregoing provisions of this Paragraph shall apply with respect to any S Corporation Shares that would, but for the provisions of this Paragraph, be held in any trust any portion of the disposition to which would qualify for the Federal estate and/or gift tax marital deduction.

(E) **ADDITIONAL PROPERTY**: The Trustee is specifically authorized to receive additional property from any source and to hold and administer this property as part of the Trust Estate.

(F) **SELL AND LEASE**: The Trustee is hereby granted all powers necessary to sell, convey, lease, transfer, exchange, grant options to purchase or otherwise dispose of any trust asset, including real property, on any terms deemed by the Trustee to be in the best interests of the Trust, to execute and deliver deeds, leases, bills of sale, and other instruments of whatever character, and to take or cause to be taken all action deemed necessary or proper by the Trustee in furtherance of this authority.

(G) **INSURANCE**: The Trustee is specifically authorized to insure the Trust property and assets with any insurer against any hazards, foreseeable or unforeseeable, including public liability, and to use insurance proceeds to repair or replace the asset insured, at the discretion of the Trustee. In addition, the Trustee may carry or purchase life insurance on the life of any Trust beneficiary and may exercise or release any rights with regard to such policy.

(H) **BORROWING AND LENDING**: The Trustee is specifically authorized to lend Trust funds to any borrower, on any terms deemed advisable, and to change terms of these loans at any time and for any reason. This authorization includes the power to extend loans beyond maturity with or without renewal and without regard to existence or

value of any security, and to facilitate payment, to change the interest rate, to consent to modification of any guarantee, and to forgive loans in their entirety.

The Trustee is further granted all powers necessary to borrow whatever money the Trustee deems desirable for any Trust on any terms from any lender and to mortgage, pledge or otherwise encumber as security any assets of the borrowing Trust.

(I) **MODIFICATION OF TERMS:** The Trustee is specifically authorized, incident to the exercise of any power, to initiate or change the terms of collection or of payment of any debt, security, or other obligation of or due to any Trust, upon any terms and for any period, beyond the duration or the termination of any or all Trusts.

(J) **CLAIMS:** The Trustee is hereby granted all powers necessary to compromise, adjust, arbitrate, sue on, defend or otherwise deal with any claim, upon whatever terms the Trustee deems advisable, against or in favor of any Trust, and to abandon any asset the Trustee deems of no value or of insufficient value to warrant keeping or protecting. The Trustee is further authorized, in his or her sole and absolute discretion, to refrain from paying taxes, assessments, or rents and from repairing or maintaining any asset; and to permit any asset to be lost by tax sale or other proceeding.

(K) **DISTRIBUTIONS:** The Trustee is specifically authorized to distribute any shares of the Trust in cash or in property, or partly in each, and the Trustee's valuations of and selection of assets upon making distribution shall, if made in good faith, be final and binding on all beneficiaries.

(L) **NOMINEE:** The Trustee is specifically authorized to hold any or all of the Trust assets, real or personal, in the Trustee's own name, the name of any Co-Trustee, corporation, partnership, or any other person as the Trustee's nominee for holding the assets, with or without disclosing the fiduciary relationship. A corporate Trustee does hereby have the power necessary to appoint a Trustee to administer property in any jurisdiction in which it shall fail to qualify.

(M) **FORECLOSURE:** The Trustee is specifically authorized to foreclose on any mortgage, to bid on the mortgaged property at the foreclosure sale, or acquire mortgaged property from the mortgagor without foreclosure, and to retain or dispose of the property upon any terms deemed advisable by the Trustee.

(N) **ENCUMBRANCES:** The Trustee may pay off any encumbrance on any Trust asset and may invest additional amounts of money in the asset, as the Trustee deems appropriate, to preserve the asset or increase its productivity.

(O) **VOTING:** The Trustee may vote stock for any purpose, either in person or by proxy, may enter into a voting trust, and may participate in corporate activities related to a trust in any capacity as permitted by law, including service as officer or director.

(P) **REORGANIZATION:** The Trustee is hereby granted all powers necessary to unite with other owners of property similar to any property held in this Trust in carrying out foreclosure, lease, sale, incorporation, dissolution, liquidation, reincorporation, reorganization, or readjustment of the capital or financial structure of any association or corporation in which any Trust has a financial interest; to serve as a member of any protective committee; to deposit Trust securities in accordance with any plan agreed

upon; to pay any assessments, expenses, or other sums deemed expedient for the protection or furtherance of the interests of the beneficiaries; and to receive and retain as Trust investments any new securities issued pursuant to the plan, even though these securities would not constitute authorized Trust investment without provision.

(Q) **PURCHASE FROM ESTATE OF TRUST:** The Trustee is specifically authorized to purchase property of any type, whether real or personal, from a Trustor or beneficiary's estate or Trust for their benefit upon such terms and conditions, price and terms of payment as the Trustee and the respective personal representative shall agree upon, and may hold any property so purchased in Trust although it may not qualify as an authorized Trust investment except for this provision, and may dispose of such property as and when the Trustee shall deem advisable.

(R) **ASSISTANTS AND AGENTS:** The Trustee is hereby granted all powers necessary to employ any person or persons the Trustee deems advisable for the proper administration of any Trust, including but not limited to: attorneys-at-law, accountants, financial planners, brokers, investment advisors, realtors, managers for businesses or farms, technical consultants, attorneys-in-fact, agents and any other consultants and assistants.

(S) **RESERVES:** The Trustee is hereby authorized to set aside and maintain reserves for the payment of present or future expenses, including but not limited to: Taxes, assessments, insurance premiums, debt amortizations, repairs, improvements, depreciation, obsolescence, maintenance, fees, salaries and wages, as well as to provide for the effects of fluctuations in gross income, and to equal or apportion payments for the benefit of income beneficiaries under the Trust.

(T) **MANAGEMENT OF REALTY:** The Trustee is specifically authorized to deal with real and personalty, including oil, gas, and mineral rights in any manner lawful to an owner on any terms and for any period, including periods beyond the duration or termination of any Trusts.

(U) **BUSINESS:** With any respect to any business that is part of or may become part of any Trust, no matter how such business may be organized, the Trustee is hereby granted the authority to:

- (a) hold, retain and continue to operate such business solely at the risk of the Trust estate and without liability to the Trustee for any resulting losses;
- (b) incorporate, dissolve, liquidate, or sell such business at any time and upon any terms as the Trustee deems advisable. In exercise of this authority, the Trustee may obtain a qualified appraisal, although the Trustee is not obligated in any way to seek other offers in contracting for sale to any persons including another shareholder, trust, or beneficiary; mortgage, pledge or otherwise encumber any assets of any Trust to secure loans for any business purposes;
- (c) engage in the redemption of stock and to take such actions as are necessary to qualify the redemption under IRC Sections 302 or 303 and the applicable requirements of state law;

(d) create a special lien for the payment of deferred death taxes under IRC Section 6324, or similar provisions of state law; and

(e) create, continue, or terminate an S-Corporation election.

(i) Closely-Held Business- Authority to Operate. The Trustee may operate "the Business" (as defined below) and retain any equity interests in the Business, even if these interests would otherwise be a speculative or inappropriate investment for a Trust. This authority shall not supersede any right otherwise granted to the Surviving Spouse under this Trust Agreement to compel that certain trust assets be made productive. The Trustee may do all things related to the operation of the Business that may be appropriate, all in a fiduciary capacity.

(ii) The Trustee may carry out the terms of any option or buy-sell agreements into which I may have entered.

(iii) The Trustee may sell or liquidate any of the Business interests at such price and on such terms as the Trustee may deem advisable.

(iv) The Trustee may arrange for and supervise the continued operations of the Business.

(v) The Trustee may vote (in person or by proxy) as stockholder or otherwise and in any matter involving the Business on behalf of the Trust.

(vi) The Trustee may grant, exercise, sell or otherwise deal in any rights to subscribe to additional interests in the Business.

(vii) The Trustee may take any actions appropriate to cause the capital stock or securities in the Business to be registered for public sale under any state or Federal securities act; may enter into any underwriting agreements or other agreements necessary or advisable for this registration and sale; and may grant indemnities to underwriters and others in connection with such registration.

(viii) The Trustee may participate in any incorporation, dissolution, merger, reorganization or other change in the form of the Business and, where appropriate, deposit securities with any protective committees and participate in any voting trusts.

(ix) The Trustee may delegate to others discretionary power to take any action with respect to the management and affairs of the Business that I could have taken as the owner of the Business.

(x) The Trustee may invest additional capital in, subscribe to additional stock or securities of and lend money or credit to the Business from the Trust.

(xi) The Trustee may accept as correct financial or other statements rendered by the Business as to its conditions and operations except when having actual notice to the contrary.

(e1.) Liabilities. Any contractual and tort liabilities arising from the Business shall be satisfied first from its assets, and only secondarily from other assets of the Trust. The Trustee shall have no liability to anyone for any loss arising from the operations, retention or sale of the Business.

(e2.) Compensation. The Trustee shall be entitled to additional reasonable compensation for the performance of services with respect to the Business, which may be paid to the Trustee from the Business, the trust assets, or both, as the Trustee may deem advisable.

(e3.) Conflict of Interest Waived. The Trustee may exercise the authorities granted hereunder even if the Trustee personally shall own an interest in the Business.

(e4.) "The Business" Defined. "The Business" means any interest owned by the trustor individually, the Trust, or some combination of them, representing in the aggregate at least Five Percent (5%) of the total equity interests in any actively-conducted trade or business, whether incorporated or unincorporated. The term "the Business" shall also include, but not be limited to, any five percent or greater equity interests in any general and/or limited partnerships, as well as membership interests in any limited liability company formed, operated, beneficially owned by or participated in (to the extent of five percent or more) by me prior to my death. The term "the Business" does not include any interests that are regularly traded on an established exchange or over-the-counter.

(V) **UNIFORM TRUST CODE.** Any other powers conferred by the Uniform Trust Code, as revised and amended in 2005 by the National Conference of Commissioners on Uniform State Laws.

(W) **"FOREIGN TRUST" SAVINGS PROVISION.** It is my intent that all trusts created by this Trust qualify as "United States Persons" under §7701(a)(30)(E) of the Code, and one or more United States Persons (as defined in §7701(a)(30)(A) through (C) of the Code) shall always have the authority to control all substantial decisions under this Trust. Any power, fiduciary or otherwise, to the extent such power is a power to make a "substantial decision" (as defined in Treasury Regulation §301.7701-7) which, by the terms of this Trust, would otherwise be held by a person who is not a "United States Person," shall be only exercised by the Trustee, co-Trustee or Special Trustee (as hereinafter defined) who is a United States Person. Furthermore, any person who does not reside in one of the fifty (50) states of the United States or the District of Columbia shall be deemed to not be a "United States Person" for the application of this provision.

(X) **RELEASE OF HEALTHCARE INFORMATION, INCLUDING HIPAA AUTHORITY.** I intend for the Trustee to be treated as I would regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code § 56. I authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company or medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from me for such services

to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that I have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that I revoke the authority in writing and delivers such revocation to my health care providers.

(Y) **LIFE INSURANCE.** Upon my death, the Trustee shall proceed immediately to collect the net proceeds of policies, if any, on my life, which are then payable to the Trustee and shall hold such proceeds for the purposes and upon the trusts provided of this Trust Agreement. Payment to the Trustee by an insurance company of the proceeds of such policies and receipt of such proceeds by the Trustee shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Trust Agreement or see to the application of such payments. The Trustee may prosecute and maintain any litigation necessary to enforce payment of such policies.

(Z) **DISTRIBUTION OF RETIREMENT ACCOUNTS AT THE DEATH OF THE EMPLOYEE/OWNER/PARTICIPANT.** Unless any provision set forth in Paragraph 22 is to the contrary, on my death, all benefits from any Retirement Account which are directed by a beneficiary designation to be distributed to this trust shall be held, administered and distributed in accordance with this Paragraph.

(1) The Trustee shall create one share for each child of mine, either who is living on my date of death or who is deceased on my date of death but has one or more descendants living on such date of death. The Trustee shall divide any share created for a deceased child into separate shares for such deceased child's descendants, by right of representation. As thus divided, the Trustee shall administer each share created above under this subparagraph (1) as a separate trust (the "Separate Trust") for the benefit of the person for whom the share was created and shall administer the Separate Trust as provided in this Paragraph; provided, however, the share for any chronically ill beneficiary as defined in §72(m)(7) of the Code or any disabled beneficiary as defined in §7702B(c)(2) of the Code for whom a separate "Special Needs Trust" (hereinafter the "SNT") has been created under any other provision of this Agreement or as separate existing trust previously created by me shall be added to such SNT and thereafter be held, administered and distributed as a part thereof. For purposes of this Paragraph, the person for whom a particular Separate Trust was created is referred to as the "Primary Beneficiary." The Trustee shall take the necessary steps to ensure that each Separate Trust is treated as a "separate account," as that term is used in Treasury Regulation §1.401(a)(9)-8, A-2(a)(2) & A-3.

(2) Notwithstanding anything herein to the contrary, the assets that are subject to the provisions of this Paragraph shall not be subject to the claims of any creditor of mine, they shall not be used for the satisfaction of any distributions to a "non-designated beneficiary" (as that term is defined in Treas. Reg. §1.401(a)(9)-4, Q&A 1), nor shall they be applied to the payment of my debts, taxes or other claims or charges against my estate hereinabove described in Paragraph 6.E. unless and until all other assets available for such purposes have been exhausted, and even then only to the minimum extent that would be required

under applicable law in the absence of any specific provision on this subject in this Trust, and, under no circumstances, shall they be used for such purpose after September 30th of the year following my death.

(3) The purpose of each Separate Trust is to qualify all Retirement Benefits that allow a payout option under §401(a)(9)(H) of the Code so that the required minimum distributions from such Retirement Benefits may be calculated and paid to each Separate Trust over the maximum period permitted by said section based on the characterization of the Primary Beneficiary of such Separate Trust as either a “Designated Beneficiary” or an “Eligible Designated Beneficiary” pursuant to §401(a)(9)(E) of the Code. The Trustee shall interpret the terms of each Separate Trust consistent with such purpose. Prior to September 30th of the calendar year following the calendar year of my death, the Trustee shall have the power to amend the terms of this Agreement to the minimum extent necessary to accomplish such purpose. Any such amendment shall be effective ab initio, retroactive to the date of my death. The Trustee may only exercise such amendment power one time, and once exercised such amendment shall be irrevocable.

(4) Withdrawal and Distribution of Retirement Plan Assets:

(a) The Trustee of each Separate Trust shall take whatever steps are required to assure that any interest such Separate Trust has in a Retirement Account, to the extent not previously distributed, is (and will at all times remain) immediately distributable on demand to such Separate Trust.

(b) In the event the Primary Beneficiary is initially characterized as an “Eligible Designated Beneficiary”, the Trustee of the Primary Beneficiary’s Separate Trust shall withdraw only the required minimum distribution from each Retirement Account payable to such Separate Trust, unless more than the required minimum distribution is necessary for the health, education, maintenance and support of the Primary Beneficiary in the Trustee’s discretion.

(c) In the event the Primary Beneficiary is initially characterized as a “Designated Beneficiary”, the Trustee of the Primary Beneficiary’s Separate Trust may withdraw any amount from each Retirement Account payable to such Separate Trust, provided, however, that the Trustee of such Trust must withdraw the remaining required minimum distribution from each Retirement Account payable to such Trust pursuant to §401(a)(9)(H) of the Code (for example, no later than December 31st of the year which contains the tenth anniversary of the date of my death).

(d) The Trustee may distribute so much, none, or all of the net income and principal of the Separate Trust, to or for the use of the Primary Beneficiary, in such proportions, amounts, and at such times as the Trustee, in the Trustee’s discretion, may deem advisable to provide for the Primary Beneficiary’s health, education, maintenance and support. Any net income of the Separate Trust not distributed to or for the use of the Primary Beneficiary shall be accumulated and added to principal.

(5) I grant the Primary Beneficiary a testamentary limited power of appointment (hereinafter referred to as the “LPA”) to appoint the Primary Beneficiary’s Separate Trust only to my descendants. The LPA can be exercised only in the Primary Beneficiary’s Will (or a valid codicil to the Will) specifically referring to this LPA.

(6) The following instructions are subject to any exercised power of appointment granted to a Primary Beneficiary pursuant to this Paragraph. Upon the death of a Primary Beneficiary and if such Primary Beneficiary's Separate Trust is still entitled to receive benefits from any Retirement Account, the Trustee shall divide the deceased Primary Beneficiary's Separate Trust into shares for the deceased Primary Beneficiary's then-living issue, by right of representation; provided however, if the deceased Primary Beneficiary has no surviving issue, then the Trustee shall divide the deceased Primary Beneficiary's Separate Trust into shares for my then-living issue, by right of representation. As thus divided, the Trustee shall hold each share of the deceased Primary Beneficiary's Separate Trust as a separate sub-trust for the benefit of the person for whom the share was created and shall administer each such sub-trust as provided in this Paragraph. If I am not survived by issue, then the Trustee shall distribute the deceased Primary Beneficiary's Separate Trust in the manner hereinafter set forth for the distribution of the remainder of the Trust Estate.

(7) When a Separate Trust created hereunder is no longer entitled to receive benefits from any Retirement Account, until the death of the Primary Beneficiary, the Trustee shall continue to have the discretionary powers to distribute or accumulate the income and principal of the Separate Trust as hereinabove set forth in subsection (4)(d). When a Separate Trust created hereunder is no longer entitled to receive benefits from any Retirement Account, upon the death of the Primary Beneficiary, the Trustee shall distribute the remaining income and principal (if any) of such Separate Trust to the deceased Primary Beneficiary's then-living issue, by right of representation. If the deceased Primary Beneficiary has no surviving issue, then the Trustee shall divide the deceased Primary Beneficiary's Separate Trust to my then-living issue, by right of representation; provided however, if I am not survived by issue, then the Trustee shall divide and distribute the deceased Primary Beneficiary's Separate Trust, free of trust, to my heirs; the identities and respective shares of such heirs to be determined according to the laws of the State of California in effect at the date of execution of this Trust Agreement. Upon distribution, such Separate Trust shall thereafter terminate.

(8) When a Separate Trust which was divided upon the death of the Primary Beneficiary thereof into separate sub-trusts and any such sub-trust is no longer entitled to receive benefits from any Retirement Account, the Trustee shall distribute the remaining income and principal (if any) of such sub-trust to the beneficiary thereof and such sub-trust shall thereafter terminate.

(9) Notwithstanding anything herein to the contrary, upon distribution and/or termination of any Separate Trust or any separate sub-trust, the Separate Trust's or each such separate sub-trust's interest in all Retirement Benefits and all assets derived therefrom, shall be payable, whether outright, in trust, or pursuant to the exercise of a power of appointment, only (i) to an identifiable individual or individuals, or (ii) to a trust that has no beneficiary other than an identifiable individual or individuals. The designation of any non-identifiable individual or entity [see Treasury Regulation 1.401(a)(9)-4, Q&A-5] who is disqualified as a beneficiary pursuant to the preceding sentence shall be treated as if such beneficiary was deceased or did not then exist as of the date of my death .

(AA) **DIGITAL ASSETS AND ELECTRONIC COMMUNICATIONS.** To exercise all powers over any digital device, digital asset, user account and electronically stored information, including any user account and digital asset that currently exists or may exist as technology develops, whether the same is in the name of this trust or my own name

(such accounts shall include, without limitation, electronic banking accounts, “cryptocurrency” accounts, electronic investment accounts, debt management accounts, automatic bill payment directives, and social media accounts). Such powers include, but are not limited to, changing and circumventing the username and password to gain access to such user accounts and information; accessing any of the passwords or other electronic profile data from applicable electronic record host entities; transferring or withdrawing funds or other digital assets among or from such user accounts; opening new user accounts in the name of the trust; all as the Trustee determines is necessary or advisable. The Trustee shall have full authority to access, manage, control, delete and terminate any electronically stored information and communications of the trust or which I have an interest to the fullest extent allowable under the federal Electronic Communications Privacy Act of 1986, 18 USC 2510 et seq., as amended from time to time, the Revised Uniform Fiduciary Access to Digital Assets Act (Part 20, Division 2 of the California Probate Code) and any other federal, state or international law; and, to take any actions which an individual owner would be authorized to take under all applicable terms of service, terms of use, licensing and other account agreements or laws. To the extent a specific reference to any federal, state, local or international law is required in order to give effect to this provision, I specifically provide that it is my intention to so reference such law, whether such law is now in existence or comes into existence or is amended after the date of this Trust Agreement.

(BB) **POWERS OF INVASION.** A discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for “health, support, maintenance or education” (or a similar use of such terms) shall be considered to be in compliance with §§ 2041 and 2514 of the Code and any exercise of such power shall be limited by those sections. Notwithstanding § 16081(c) of the California Probate Code, any other discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for any other purpose shall be deemed to be a broader power if a clear reading of the terms of such power would so indicate. Further, notwithstanding § 16081(c) of the California Probate Code, any discretionary power to make distributions of income or principal of any trust created hereunder which is given to a current beneficiary as sole Trustee is specifically intended to be given to such sole Trustee and the right of any other beneficiary to have another Trustee appointed for the purpose of making such discretionary distributions is hereby specifically waived.

(CC) **RELEASE OF POWERS.** Each Trustee shall have the power to release or to restrict the scope of any power that such Trustee may hold in connection with any trust created under this Trust Agreement, whether said power is expressly granted in this Trust Agreement or implied by law. The Trustee shall exercise this release in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised by the other then-acting Trustees.

9. **AUTHORITY TO ACT:** The approval of any court, the Trustor, or any beneficiary of any Trust created by this Trust shall not be required for any dealings with the Trustee of this Trust, and any person so dealing with the Trustee of this Trust shall assume that the Trustee has the same power and authority to act as any individual does in the management of his or her own affairs. Further, upon presentation of a copy of this page and any other page of this Trust, any person shall accept same as conclusive proof of the terms and authority granted by this Trust and shall assume that no conflicting terms or direction are contained in any of the omitted pages.

**ARTICLE VI
TRUST ADMINISTRATION DURING LIFE OF TRUSTOR**

10. **MANAGEMENT OF TRUST PROPERTY:** All property of the Trust shall be managed by the Trustee at the direction of the Trustor. The Trustee shall collect all income of the Trust and shall pay from the income such amounts and to such persons as the Trustor may from time to time direct. In the absence of direction from the Trustor, the Trustee may accumulate the net income of the Trust or may disburse any portion of the net income to or for the benefit of the Trustor. The Trustee is also authorized to pay from the principal of this Trust all amounts necessary for the health or maintenance of the standard of living of the Trustor.

11. **INCAPACITY OF TRUSTOR:** During any period of incapacitation of the Trustor, as defined in this Trust Agreement, the Successor Trustee may apply or expend all or part of the income and principal of this Trust, or both, for the health and maintenance of the Trustor, in his or her accustomed manner of living. Provided sufficient resources exist for the care and maintenance of the Trustor, during any period of incapacity of the Trustor, the Successor Trustee is further authorized to make distributions to or for the benefit of any issue of the Trustor who has no other financial resources and who requires said distribution for their health or support. The Successor Trustee shall consider all financial resources available to a beneficiary, including, but not limited to, the ability of said beneficiary and his or her spouse, if any, to earn a living prior to making an invasion of this Trust. Under no circumstances may a Successor Trustee exercise this power for his or her own benefit.

12. **RESERVATION OF RIGHTS:** Except during periods of incapacitation as defined by this Trust Agreement, upon delivery to the Trust of a written instrument, signed and acknowledged by the Trustor, the Trustor does hereby reserve during his or her lifetime the following rights:

(A) To revoke this Trust Agreement in its entirety and to recover any and all remaining property of the Trust after payment of all Trust administration expenses in accordance with California Code Section 15401;

(B) To alter or amend this instrument in any and every particular at any time and from time to time in accordance with the California Probate Code Section 15402;

(C) To change, at any time and from time to time, the identity or number, or both, of the Trustee and/or Successor Trustee; and

(D) To withdraw from the operation of this Trust, at any time and from time to time, any or all of the Trust property.

(E) Revocation. During my lifetime, this Trust may be revoked in whole or in part by an acknowledged instrument in writing signed by me which shall refer to this Trust and this specific power and which shall be delivered to the then-acting Trustee.

(F) Amendment. I may at any time during my lifetime amend any of the terms of this Trust by an acknowledged instrument in writing signed by me which shall refer to this Trust and this specific power and which shall be delivered to the then-acting Trustee.

(G) Powers Terminate on Death. On my death, this Trust may not be amended, revoked, or terminated (except as hereinafter provided in Paragraph 22).

(H) Powers Personal to Me. My powers to revoke or amend this Trust are personal to me and shall not be exercisable on my behalf by any conservator or other person, except that revocation or amendment may be authorized, after notice to the Trustee, by the Court that appointed the conservator and/or guardian. Notwithstanding the previous sentence, in the event that I appoint an "Attorney-in-Fact," I reserve the right to confer upon such Attorney-in-Fact the power (1) to add property to the trust with the consent of the Trustee; (2) by written instrument delivered to the Trustee, to withdraw any property held hereunder; and, (3) if specifically authorized in such appointment, by written instrument delivered to the Trustee, to modify or amend the trust (provided that the duties of the Trustee may not be increased or the Trustee's fees reduced without the consent of the Trustee). Any such appointment shall be made by a written, acknowledged instrument.

(I) Tangible Personal Property. While I am living, I reserve the right to retain the control, use and possession of any or all of the tangible personal property included in the trust. I expressly limit the Trustee's responsibility with respect to the property so retained to the Trustee's function as the holder of legal title until I surrender my right to the use and possession of any such property or until my death. In addition, I shall have the right, exercisable by written notice to the Trustee on terms specified by me, to direct the sale, transfer, gift or other disposition of any such property, with or without consideration, and the Trustee shall take all actions necessary to comply with the terms of such notice. In the event I surrender any property to the Trustee, or upon my death, the Trustee shall take possession, preserve and maintain such property. The Trustee shall be responsible and accountable only for that tangible personal property which is actually in the Trustee's possession or control or, if retained by me, is found by application of reasonable diligence at my death or at such time that the Trustee asserts control.

ARTICLE VII DISTRIBUTIONS DURING LIFETIME OF TRUSTOR

13. **GENERAL DISTRIBUTIONS:** During the term of this Trust, the Trustee shall hold, manage, invest and reinvest the trust, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this Article VII.

During my lifetime, the Trustee shall pay the net income of the trust as I shall direct. The Trustee shall also pay over to me, or to any person or entity as directed by me, so much of the principal thereof as I shall request at any time or times during the remainder of my life.

If at any time, it is determined that I have become physically or mentally incapacitated, whether or not a court of any jurisdiction has declared me in need of a conservator, the Trustee shall pay over or apply the net income and/or the principal of the trust to my support, maintenance, comfort, and/or well-being and/or to the payment of any taxes, bills or other obligations for which I may be liable, in such amounts and to such extent as the Trustee, in its sole judgment and discretion, shall deem to be in my best interests. The Trustee shall accumulate any of the net income not so paid over and/or applied and shall add the same to the principal of the trust estate, and shall thenceforth hold, administer and distribute the same as a part thereof.

As a guide to the Trustee, it is my intent that I shall remain in my primary residence as long as it is medically reasonable and, if I should ever need convalescent care, that I be able to return home as soon as it is medically reasonable; the expense of home care shall be of

secondary importance. This paragraph is for the guidance of the Trustee only and should not be considered by any third party as a restriction or limitation on the Trustee's powers to manage the trust in the Trustee's absolute discretion.

The following options are available to the Trustee regarding the distribution of principal or income to or for a beneficiary:

- (A) Payments may be made directly to the beneficiary as an allowance, in such amounts as the Trust may deem advisable.
- (B) Payments may be made to the Guardian of the beneficiary.
- (C) Payments may be made to a relative of the beneficiary upon agreement of such relative to expend such income or principal solely for the benefit of the beneficiary. Said agreement may include a custodianship under the Uniform Transfers (or Gift) to Minors Act of any state.
- (D) The Trustee may expend such income or principal directly for the beneficiary. After making a distribution as provided above, the Trustee shall have no further obligation regarding distribution.
- (E) In making distributions of income or principal, the Trustee shall be mindful of the Beneficiaries health, education, support, maintenance, comfort and general welfare needs.

13.1. **QUALIFICATION FOR GOVERNMENT BENEFITS.** The Trustee is authorized to take any actions that the Trustee determines to be appropriate or necessary in connection with my qualification for or receipt of government benefits, including benefits (whether income, medical, disability, or otherwise) from any agency (whether state, federal, or otherwise), such as Social Security, Medi-Cal, Medicare, or state supplemental programs. I authorize and encourage the Trustee to engage in estate planning, financial planning, Medi-Cal planning, long term care planning and/or asset preservation planning, to such extent and in such manner, as the Trustee shall deem necessary or advisable. Pursuant to this authority and notwithstanding any other provision of this Trust Agreement, the Trustee may also transfer any portion of the Trust Estate without limitation to the beneficiaries hereunder, including the Trustee if the Trustee is one such beneficiary, or to another trust established for the benefit of the beneficiaries hereunder, including the Trustee if the Trustee is one such beneficiary, in the complete discretion of the Trustee, even if doing so may be considered self-dealing. Any transfers made pursuant to this authority shall, for all purposes, be deemed to have been "in my best interest" if: (1) made in accordance with the provisions of this Paragraph; and (2) made in the context of estate planning, financial planning, Medi-Cal planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters.

14. **RESIDENCE:** A residence may be purchased or otherwise obtained by the Trustee for the benefit of an income beneficiary of any Trust for use by the beneficiary and his or her family. Rent shall not be charged to said beneficiary and expenses of maintaining such residence may be borne by the Trust, the beneficiary, or partly by each, as the Trustee may deem proper.

15. **OTHER PAYMENTS:** At the request of any Trustor in writing, the Trustee shall make lump sum or periodic payments to any third party designated by such Trustor.

ARTICLE VIII TRUST ADMINISTRATION AFTER TRUSTOR'S DEATH

16. **TRUSTEE:** Upon the death of the Trustor, the Successor Trustee shall continue to administer the assets of this Trust, as well as any other property received by this Trust from any source and shall distribute said assets as provided herein.

17. **BENEFITS PAYABLE TO TRUST:** Upon the death of the Trustor, the Trustee is hereby authorized to take any and every action necessary to collect any and all benefits payable to the Trust, including but not limited to proceeds from life insurance policies, retirement plans, or IRA's. The Trustee is further authorized to collect any and all tax refunds, health insurance proceeds, refunds under any contract, death benefits, or any other item payable to the Trustor's estate.

18. **LIABILITIES OF TRUSTOR'S ESTATE:** Prior to the distribution of any assets of this Trust, the Trustee may, at his or her sole and absolute discretion, pay to the Trustor's estate from the principal or income of the Trust, any or all of the Trustor's just debts, funeral expenses, and administration expenses of the Trustor's estate. Alternatively, the Trustee may, but is not obligated to, pay such expenses directly.

19. **TAXES:** Upon the death of the Trustor, all estate and inheritance taxes that become due and payable upon all of the property comprising the Trustor's gross estate, without regard to how such property passes, shall be paid by the Trustee either to the estate of the Trustor or to the appropriate tax agency. The Trustee shall have the right of contribution as provided by Section 2207 and 2207A IRC, if applicable.

20. **ADDITIONAL DISTRIBUTIONS:** The Trustee is hereby authorized to pay the Probate Estate of the deceased Trustor as much of the income and principal of this Trust as the Trustee deems necessary for any purpose, in addition to the other distributions of this Trust.

21. **GIFTS:** The Trustee shall, upon the death of the Trustor, make such gifts of the tangible personal property of the Trustor held or acquired by this Trust as may be directed by Paragraph 22 of this Trust, the Trustor's Will or any list, letter, or other writing of the Trustor permitted by the Will of the Trustor, or as may be directed by a list, letter or other writing designated as Schedule B of this Trust, if and whenever made. All costs of storing, packing, shipping, and insuring such gifts shall be paid by the Trust.

ARTICLE IX TRUSTOR'S DEATH

22. (A) **BENEFICIARIES AND DISTRIBUTIONS:** Upon the death of the Trustor, the following distributions shall be made from the property of this Trust after payment of the Trustor's just debts, funeral expenses, expenses of any last illness, and the other distributions otherwise provided for in this Trust:

(1) The Trustee shall distribute such items of my tangible personal property as may then be included in the Trust Estate in accordance with any written instructions left by me, and

the remainder of such personal property, or all of it if no such instructions are left, to the residue of the Trust Estate.

SPECIFIC GIFTS:

None.

(2) The remainder of the trust estate shall be distributed equally (unless otherwise stated) to the following:

**JACK C. SAMPLE
JOAN C. SAMPLE**

(3) The following directives, contingencies and/or restrictions, if any, shall apply to the trust estate:

NONE.

(3.1) Unless a provision contained in Paragraph 22(A)(3) violates California and/or Federal Law, any provision contained in Paragraph 22(A)(3) will supersede and/or supplement any provision contained in this Trust Agreement that is contrary, conflicts, or is in opposite.

(B) **DEATH OF BENEFICIARY:** Unless otherwise specified in Paragraph 22(A), Should a named beneficiary die before a complete distribution of this Trust is made, that beneficiary's share shall go Per Stirpes. However, if that Beneficiary leaves no living issue, then that beneficiary's share shall go to the surviving Beneficiaries (unless otherwise designated). If at any time before full distribution of the trust estate the Trustors and all the Trustor's issue are deceased, and no other disposition of the property is directed by this instrument, the remaining portion of the trust shall then be distributed to the Trustor's legal heirs according to the laws of succession of the State of California then in force.

(C) **DISPOSITION OF TRUST ESTATE ON DEATH OF THE TRUSTOR:** Unless otherwise specified in Paragraph 22(A), If any of the children or beneficiaries of the Trustors survives the Trustor, are not under the age of twenty-one (21) years (or any year as designated in Paragraph 22(A)) at the time of the death of the Trustor, the Trustee shall divide the Trust property (including all income then accrued but uncollected and all income then remaining in the hands of the Trustee) into as many shares of equal market value (or as designated in the percentages above) as are necessary to create one share for each of the Trustor's beneficiaries who survive the Trustor and one share for each of the Trustor's beneficiaries who predecease the Trustor and who leave issue. The Trustee shall distribute one share outright to each of the Trustor's children. The Trustee shall distribute each share created for a deceased beneficiary to the then-living issue of that beneficiary, with those issues to take that share of the trust property as their deceased parent would have received. If all individual issue of a deceased beneficiary have reached the age of 21 years (or any age designated above) at the death of the Trustor, the Trustee shall distribute the share created for that deceased beneficiary outright to those issue; if any individual issue of a deceased beneficiary has not reached the age of 21 years at the death of the Trustor, the Trustee shall continue to hold, administer, and distribute the share created for the deceased child or beneficiary in a separate trust for all

then-living issue of that deceased child or beneficiary according to the terms set forth applicable to the Sprinkling Trust for Issue.

If any children or beneficiary of the Trustor that survive the Trustor are under the age of 21 years (or any age designated above in paragraph 22(A)) at the time of the death of the Trustor, the property shall be held, administered, and distributed by the Trustee, in trust, according to the terms set forth in this article applicable to the Sprinkling Trust.

(D) **SPRINKLING TRUST.** Unless otherwise specified in Paragraph 22(A), If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Trust Agreement in a person not yet twenty-one (21), or a person who suffers from substance abuse, or a person who the Trustee determines is incapacitated, or a person whose financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without supervision of any court, shall hold or distribute such property (subsequently referred to in this Paragraph as the "protected property") in accordance with the following provisions:

(1) The Trustee may hold any protected property in a separate trust for each such beneficiary, exercising as the Trustee of such trust all the administrative powers conferred in this Trust Agreement. The Trustee may accumulate or distribute to or for such beneficiary in accordance with subparagraph (2), as hereinbelow set forth, such amount or amounts of income and/or principal of the trust as the Trustee determines from time to time during the term of the trust to be appropriate. This separate trust shall terminate and vest absolutely when: (a) the beneficiary attains age twenty-one (21) if the beneficiary's age was the basis for the separate trust; (b) dies; (c) when the trust assets are exhausted by discretionary distributions; or, (d) the reason for the separate trust no longer exists in the Trustee's discretion. At such termination, the Trustee shall distribute the protected property then on hand in trust to the beneficiary or to the beneficiary's estate if the trust terminated at the beneficiary's death.

(2) The Trustee may distribute any protected property to or for the benefit of such beneficiary: (a) directly to the beneficiary; (b) on behalf of the beneficiary for the beneficiary's exclusive benefit; (c) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a form reserving title, management and custody of such account to a suitable person for the use of such beneficiary; (d) in any form of an annuity; and, (e) in all ways provided by law dealing with gifts or distributions to or for minors or persons under incapacity. The receipt for distributions by any such person shall fully discharge the Trustee. If before the age of 21 (or otherwise specified age above), The trustee shall pay to or for the benefit of Beneficiary, quarter-annually or at more or less frequent intervals, or at intervals as specified in ¶22(A), as much of the income and principal of the trust as the trustee in its discretion considers advisable for Beneficiary's support, health, and education, including professional education, after taking into consideration other resources of Beneficiary, the resources of the trust, and the likely future needs of Beneficiary within the trust term.

(3) In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, any governmental entitlements and the future needs of the beneficiary during the term of the trust. The protected property shall, at

all times, remain free of all claims by any governmental agency and/or creditors of the beneficiary.

(4) Notwithstanding the provisions of the preceding subparagraphs or any other provision of this Agreement, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction or characterization as a "conduit trust" (as hereinafter defined in the Paragraph entitled "Retirement Accounts") or as a qualified subchapter S trust. Finally, nothing herein shall prevent a distribution mandated by the provisions hereinabove set forth relating to the Maximum Duration of Trusts.

(E) **DISTRIBUTION IF SPECIAL NEEDS TRUST REQUIRED.** Unless otherwise specified in Paragraph 22(A), In the event any beneficiary entitled to receive a distribution from the trust estate is also receiving government benefits that would impair the beneficiary's continued right to receive the government benefits, then the funds that were to be distributed to the beneficiary shall instead be held, administered, and distributed by the Trustee for the benefit, welfare, and education of the beneficiary, pursuant to the provisions set forth below.

(1) The primary beneficiary of this trust has a disability that substantially impairs the beneficiary's ability to provide for the beneficiary's own care or custody and constitutes a substantial handicap. The purpose of this trust is to provide financial aid that is supplemental to, rather than a replacement for, government benefits provided to the beneficiary, without disturbing government benefits that would be available to the beneficiary if the trust did not exist. The Trustee shall hold, administer, and distribute all property allocated to the trust for the benefit of the following beneficiary during the beneficiary's lifetime, unless this trust is earlier terminated.

(2) In accordance with the purpose of this trust and subject to the guidelines provided below, the Trustee may pay to or apply for the benefit of the beneficiary as much of the trust net income as the Trustee determines, in the Trustee's sole discretion, to be necessary or desirable to meet the beneficiary's special needs. "Special needs" are items or services that the Trustee considers necessary for the beneficiary's health, protection, and welfare and that cannot, in the Trustee's opinion, be provided by grants, services, and supplies available through any public agency, office, or department of California, any other state, or the United States. "Special needs" may include funds, items, or services that enhance the beneficiary's quality of life. Examples of funds, items, or services meeting special needs are incidental spending money, travel funds, personal items such as radios and televisions, gifts on the beneficiary's behalf to friends and relatives, a paid companion, health care services, supplies, and special equipment, training programs, and rehabilitation supplemental to those that the beneficiary is entitled to receive under a government assistance program. The Trustee is neither obligated nor compelled to make any distribution. Any undistributed income shall be accumulated and added to principal.

(3) The Trustee shall seek support and maintenance for the beneficiary from all available public resources, including but not limited to Social Security payments, Supplemental Security Income, Social Security Disability Insurance, Veterans

Administration benefits of every kind, and any payments administered by the California Department of Health. If the Trustee receives government assistance benefits on the beneficiary's behalf, the Trustee shall collect, expend, and account for those benefits separately from, and not commingle them with, all other assets of this trust.

(4) The Trustee shall not use or distribute trust assets that will:

(a) Make the beneficiary ineligible for public benefits otherwise available to the beneficiary from any public agency, office, or department of California, any other state, or the United States;

(b) Cause the trust assets to bear all or part of any costs of treatment, equipment, or other assistance that would otherwise be paid by a government agency or benefits program; or

(c) Pay for services, including residential care, rendered to the beneficiary by any government agency or unit.

(F) **NO-CONTEST CLAUSE.** Pursuant to § 21310, et seq., of the California Probate Code, in the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Trust Agreement shall be determined as it would have been determined had the person predeceased me without being survived by issue:

(1) Contests in any court the validity of this Trust Agreement and/or of my last Will;

(2) Seeks to obtain adjudication in any proceeding in any court that this Trust Agreement, or any of its provisions, and/or that the last Will, or any provisions therein, is void, except to the extent permitted by § 21380 of the California Probate Code;

(3) Seeks otherwise to set aside this Trust Agreement or any of its dispositive provisions;

(4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from this trust on the grounds that such property was not ours at the time of the transfer or at the time of my death; and/or,

(5) Files a creditor's claim against the or prosecutes an action against my estate or this trust for any claim for damages or services alleged to have been incurred during my lifetime (this subparagraph shall not apply to a creditor's claim filed by a beneficiary solely for reimbursement of administrative costs, expenses, funds advanced in the preservation of the estate by me or for sums advanced for the payment of the last illness and/or funeral expenses of mine).

The Trustee is hereby authorized to defend, at the expense of the trust, any contest or other attack of any nature on this Trust Agreement or any of its provisions. A "contest" shall include any action described above in an arbitration proceeding and shall not include any action

described above solely in a mediation not preceded by a filing of a contest with a court, notwithstanding the foregoing; further, a “contest” shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property.

If California law governs the foregoing provisions of this Paragraph, then California Probate Code § 21311 shall apply and the foregoing provisions of this Paragraph may only be enforced against the following types of contests:

- (1) a direct contest that is brought without probable cause;
- (2) a pleading to challenge a transfer of property on the grounds that it was not the transferor’s property at the time of the transfer; and/or
- (3) the filing of a creditor’s claim or prosecution of an action based on it.

The terms “direct contest” and “pleading” have the same meanings as set forth in California Probate Code § 21310. All trusts created in this agreement are “protected instruments” as provided in California Probate Code § 21310(e).

(G) **AUTHORIZED ACTIONS AT MY DEATH.** Unless otherwise specified in Paragraph 22(A), after my death, the Trustee is authorized and directed to pay over to my executor, administrator, or personal representative so much of the trust as such representative shall state in writing is necessary or desirable to provide my estate with funds with which to pay my funeral expenses, debts, cost of administration of my estate and/or the taxes on my taxable estate, including taxes which may be imposed upon the probate estate, upon the trust and/or upon any property or interest in property, legal or equitable, which is included in the taxable estate, and any such statement of such personal representative (regardless of the nature or extent of the assets held in my estate) shall be binding and conclusive upon the Trustee and upon all persons having any interest in the trust.

(1) If such personal representative fails to furnish any such directions or if no such representative is appointed, the Trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against my estate, the expenses of the last illness, funeral, and administration and all taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of my death.

(2) Any estate taxes imposed on any trust assets, or on any assets included in my taxable estate not part of the trust (or not added to the trust following my death) shall be paid from the residue of the Trust Estate (i.e., after any specific distributions) and shall not be pro-rated among the beneficiaries and/or trusts who actually receive such property. Provided however:

(a) No taxes shall be apportioned to, charged against or paid from any gift made to a charitable organization that qualifies for a charitable deduction under §2055 of the Code.

(b) No taxes shall be apportioned to, charged against or paid from any property qualifying for the marital deduction under §2056 of the Code.

(c) No taxes shall be apportioned to, charged against or paid from any other property excluded from the imposition of estate taxes by reason of any exemption, exclusion, or deduction applicable to the property, or because of (i) provisions of my Will or this Trust that expressly exclude the property from taxation; (ii) the relationship between me and the beneficiary of the property; or (iii) the character of the property. All such property shall pass free of estate taxes.

(d) All taxes imposed on property includible in my gross taxable estate under §2041 of the Code by reason of a general power of appointment held by me shall be charged to and paid from the property subject to the power. Further, I direct that the amount of the general power of appointment property equal to the taxes attributable to the value of the property shall be paid to the Trustee, to be held in this Trust and used to pay such taxes. The amount of taxes attributable to the property shall equal (i) the amount of all taxes imposed on my taxable estate (including the value of the general power of appointment property), less (ii) the amount of all taxes that would have been imposed on my taxable estate excluding the value of the general power of appointment property. The rules promulgated under §2207 of the Code shall apply in determining the amount of the incremental tax to be paid from the general power of appointment property.

(e) Any increment in estate taxes attributable to other property in which I had a life interest or a term interest that did not end prior to my death (including a life estate or life income interest) and which is included in my gross taxable estate shall be borne by the holder or recipient of that property.

23. **DISTRIBUTION OF REAL PROPERTY TO CHILDREN OF TRUSTORS.** If a real property distribution is to be given to a child or to children, then the transaction is to be considered exempt from property tax reassessment pursuant to [Rev & T C § 63.1](#). Cal Const art XIII A, § 2(h), subject to the requirements of California Proposition 19, Property Tax Transfers, Exemptions, and Revenue for Wildfire Agencies and Counties Amendment.

ARTICLE X TRUSTEE PROVISIONS

24. **THIRD PARTIES:** Any person dealing in good faith with the Trustee shall deal only with the Trustee and shall presume the Trustee has full power and authority to act on behalf of the Trust. Confirmation or approval of any beneficiary shall not be required for any transaction with the Trustee. No Trustee of this trust shall be personally liable for contracts entered into on behalf of the trust unless the Trustee fails to reveal his or her representative capacity and identify the trust estate in the contract. Further, the Trustee shall not be personally liable for contracts or torts in connection with the administration of the trust unless the Trustee is personally at fault.

25. **COMPENSATION:** Any beneficiary of this Trust serving as Trustee shall do so without compensation for his or her services, except that the Trustee shall be reimbursed for reasonable expenses incurred in the administration of the Trust. Any Trustee not a beneficiary hereunder shall be compensated at the rate customarily charged by commercial trust companies for services as a Trustee of an inter vivos trust in the State of California, unless such compensation is waived by the Trustee.

26. **BOND AND QUALIFICATIONS:** Bond shall not be required of the Trustee or any Successor Trustee. The Trustee and any Successor Trustee shall not be required to qualify in any court and is hereby relieved of the requirement of filing any document and accounting in any court or beneficiary.

27. **SUCCESSOR TRUSTEE(S):** No Successor Trustee shall be responsible for acts of any prior Trustee. In the event a vacancy in the office of Trustee occurs and there is no Successor Trustee, the existing Trustee, if one, and the beneficiaries may agree to a non-judicial change in the Trustee by amendment to this trust agreement. No person shall be required to apply to any court in any jurisdiction for confirmation of said appointment. A Successor Trustee of a trust shall succeed to all the powers, duties and discretionary authority of the original Trustee. Any appointment of a specific bank, trust company, or corporation as Trustee is conclusively presumed to authorize the appointment or continued service of that entity's successor in interest in the event of a merger, acquisition, or reorganization, and no court proceeding is necessary to affirm the appointment or continuance of service.

28. **REMOVAL OF SUCCESSOR TRUSTEES:** A Successor Trustee may be removed by the last individual to serve as Trustee; however, if that person is deceased or incapacitated, the Successor Trustee may be removed by a majority vote in of the beneficiaries and/or interest in Trust income. Said removal must be in writing, stating the reasons for removal and indicate the Successor Trustee, which must be a corporate Trustee.

Removal of a Successor Trustee shall be permitted only for the convenient administration of the Trust and not for the purpose of influencing the exercise of the discretionary powers of a Successor Trustee as granted by this instrument.

Removal of a Successor Trustee shall be effective upon delivery of the notice of removal. The removed Trustee shall have a reasonable period of time to transfer assets to his or her successor. In the event the Successor Trustee believes that his or her removal is improper, he or she may, but shall not be required to, apply to a court of competent jurisdiction, at his or her expense, for a declaration of the propriety of the removal. In that event, the removal shall be effective only upon the order of said court and after any appeal. In the event the Successor Trustee prevails, he or she shall be entitled to reimbursement from the Trust for reasonable costs and attorney's fees associated with such action.

29. **DELEGATION OF POWERS:** Any management function of any Trust may be delegated by any Trustee to any Successor Trustee, even if such Successor Trustee is not then serving as Trustee. The terms of such delegation of power shall be any conditions agreed to by the Trustees which are not detrimental to the Trust. Provided, however, that the Trustee shall not delegate ALL of the Trustee's duties and responsibilities.

30. **LIMITED AMENDMENT POWER:** The Trustee shall enjoy a limited power to amend management functions of this Trust only as may be required to facilitate the convenient administration of this Trust, to deal with the unexpected or the unforeseen, or to avoid unintended or adverse tax consequences. Any amendment under this provision shall be in writing and must be consented to by the Trustor, if not then deceased or incapacitated, or the beneficiaries of any Trust if the Trustor is deceased or incapacitated. The amendment may be retroactive. This limited power to amend shall not affect the rights of any beneficiary to enjoy Trust income or principal without the consent of said beneficiaries. The dispositive provisions of any Trust shall not be affected by this limited power to amend, and such power shall not be exercisable in any such way as to create gift, estate, or income taxation to the Trustee or any

beneficiary. No amendment shall affect the rights of third persons who have dealt or may deal with the Trustee without their consent.

31. **RESIGNATION OF TRUSTEE.** Any Trustee may resign by writing filed among the trust papers effective upon the Trustees' discharge. The resigning Trustee, or other interested party, shall provide notice to all adult income beneficiaries and other adult beneficiaries of the Trust. The resignation shall be effective upon agreement of all parties entitled to notice, or thirty days after notice, whichever occurs first.

32. **NONLIABILITY FOR ACTION OR INACTION BASED ON LACK OF KNOWLEDGE OF EVENTS.** When the happening of any event, including but not limited to such events as marriage, divorce, performance of educational requirements, or death, affects the administration or distribution of the trust, a Trustee who has exercised reasonable care to ascertain the happening of the event is not liable for any action or inaction based on lack of knowledge of the event. A corporate Trustee is not liable prior to receiving such knowledge or notice in its trust department office where the trust is being administered.

33. **TRUSTEE AS A BENEFICIARY.** Notwithstanding any other provision herein or of California Laws, a Trustee who is also a beneficiary of the trust may exercise powers to make:

- (A) Discretionary distributions of either principal or income to or for the benefit of the Trustee;
- (B) Discretionary allocations of receipts or expenses as between principal and income; or
- (C) Discretionary distributions of either principal or income to satisfy a legal obligation of the Trustee.

34. **WAIVER OF ACCOUNTING:** Except as otherwise provided herein, neither this trust, nor any Trustee, shall be required to provide an accounting to any Beneficiary.

ARTICLE XI TRUST ADMINISTRATION

35. **ALLOCATION TO PRINCIPAL AND INCOME:** All expenses and all receipts of money or property paid or delivered to the Trustee may be allocated to principal or income in the sole discretion of the Trustee. The Trustee, in a reasonable and equitable manner, shall also have the discretion to allocate, in whole or in part:

- (A) Expenses of administration of the Trust to income or principal.
- (B) Fees of the Trustee to income or principal.
- (C) Any expense of Trust administration or administration of its assets which are deductible for Federal Income Tax purposes to income.
- (D) The gains or losses from option trading, and capital gains distributions from utility shares, on mutual funds, or tax managed funds to income.
- (E) To income or principal, distributions from qualified or non-qualified pension plans, profit sharing plans, IRA accounts or deferred compensation arrangements.

To the extent that division of any Trust is directed, the Trustee may administer any Trust physically undivided until actual division becomes necessary. Further, the Trustee may add the assets of the Trust for any beneficiary to any other trust for such beneficiary having substantially the same provisions for the disposition of trust and principal, whether or not such trust is created by this agreement. The Trustee may commingle the assets of several trusts for the same beneficiary, whether or not created by this agreement, and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of the account only, and to allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several trusts as a single estate shall not defer the vesting of any whole or fractional share of a trust for its beneficiary at the times specified.

36. **ALIENATION:** Excepting the Trustor, no income or principal beneficiary of any Trust shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the Trust, in any way. No interest in any Trust shall, in any manner, be liable for or subject to the debts, liabilities or obligations of such beneficiary or claims of any sort against such beneficiary.

37. **TERMINATION OF TRUST:** Should the aggregate principal of any Trust at any time be valued at Twenty Thousand Dollars (\$20,000) or less, the Trustee may, in his or her sole discretion, terminate such Trust and distribute the assets of the Trust to the beneficiaries in proportion to each beneficiary's share of the Trust.

38. **ELECTIONS:** The Trustee and the Personal Representative of the Trustor's estate will have various options in the exercise of discretionary powers, and may exercise any such discretion without incurring liability to any beneficiary, nor shall any beneficiary have the right to demand a reallocation or redistribution of Trust income or principal as a result of the proper action of the Trustee or Personal Representative, subject only to the requirement that the Trustee and the Personal Representative act in good faith and within the bounds of their fiduciary duty. Specifically, the Trustee or Personal Representative may make certain elections for Federal Income Tax and Estate Tax purposes which may affect the administration of Trust income or principal.

39. **BENEFICIARY DESIGNATION:** Upon written designation by the Trustor of a beneficiary for a qualified plan or IRA benefits made payable to this Trust, the Trustee shall distribute the right to receive such benefits to the designated beneficiary. If no such designation of beneficiary exists, the Trustor grants to the Trustee the power, on behalf of the Trustor, to distribute the right to receive such benefits as part of the share which is otherwise to be distributed to any beneficiary, and such person shall be Trustor's designated beneficiary. It is intended that the operation of this paragraph qualify under the requirements of 401(a)(9) and 408(a)(6) IRC and it shall be interpreted in all regards in accordance with this intent.

40. **CERTIFICATE OF TRUST:** The Trustee is hereby authorized and granted all powers necessary to execute a Certificate of Trust, describing any Trust matter, including but not limited to a description of the trust terms, the administrative powers of the Trustee and the identity of any current Trustee. Any person receiving an original or photocopy of said Certificate of Trust shall be held harmless from relying on same and shall not be obligated to inquire into the terms of the Trust or maintain a copy of the Trust.

41. **REGISTRATION OF TRUST ASSETS:** Assets of the Trust during the Trustor's lifetime shall be registered as follows: JOHN C. SAMPLE, Trustee, or his or her successors in

Trust, under **THE JOHN C. SAMPLE REVOCABLE LIVING TRUST**, dated December 1, 2022, and any amendments thereto.

42. **TAX IDENTIFICATION:** This Trust shall be identified during the Trustor's lifetime by the Trustor's Social Security Number. Upon the Trustor's death, the Trustee shall then apply to the IRS for a tax identification number for the Trust and any other Trust created by this Trust Agreement.

43. **SPENDTHRIFT CLAUSE:** The interest of any Beneficiary of this Trust in the income and principal shall not be subject to claims of his or her creditors, or others, or be liable to attachment, execution, or other process or law and no Beneficiary shall have the right to encumber, hypothecate, or alienate his or her interest in any of the trust in any manner except as provided herein.

The interest of any beneficiary (whether entitled to current income or possessing only a future interest) in either the income or principal of the trust or any part of it shall not be alienated or in any other manner assigned or transferred by such beneficiary; and such interest shall be exempt from execution, attachment and other legal process which may be instituted by or on behalf of any creditor or assignee of such beneficiary; nor shall any part of such interest be liable for the debts or obligations (including spousal and/or child support, except as required under California law) of any such beneficiary. This paragraph is intended to impose a "Spendthrift Trust" on all interests held for any beneficiary. The rights of beneficiaries to withdraw trust property are personal and may not be exercised by a legal representative, attorney-in-fact, or others. **IT IS MY INTENT THAT THE PRECEDING SPENDTHRIFT CLAUSE AND THE PROTECTIONS IT PROVIDES BE CONSIDERED A MATERIAL PURPOSE OF THIS TRUST AND ANY SUBSEQUENT TRUST CREATED HEREUNDER.**

44. **PERPETUITIES CLAUSE:** All Trusts created by this instrument and interest therein shall vest in their then beneficiary twenty-one years after the death of the last of the issue of the Trustor who was alive when the Trustor died, notwithstanding any provision of this Trust to the contrary. No provision of an instrument creating a trust, including the provisions of any further trust created, and no other disposition of property made pursuant to exercise of a power of appointment granted in or created through authority under such instrument is invalid under the rule against perpetuities, or any similar statute of common law, during the said time period.

ARTICLE XII TERMS AND DEFINITIONS

The terms below, as used throughout this Trust, shall have the following meaning:

45. **INCAPACITATED:** For the purposes of this Trust Agreement, if a Trustee or a beneficiary is unable to properly manage his or her affairs, and is under a legal disability, or by reason of illness, mental or physical disability is, in the written opinion of two doctors currently practicing medicine, he or she shall be deemed incapacitated.

46. **REHABILITATION:** For the purposes of this Trust Agreement, as a Trustee or a Beneficiary, shall be deemed rehabilitated when he or she is no longer under a legal disability or when, in the written opinion of two doctors currently practicing medicine, he or she is able to properly manage his or her own affairs. Upon rehabilitation, his or her successors shall relinquish all powers and be relieved of all duties, and the rehabilitated party shall resume all duties and powers he or she had prior to incapacity.

47. **GUARDIANSHIP:** During any period of incapacity or incompetence, the Trustor does hereby nominate as Guardian of the Trustor's property the same person(s) in name and order of succession who serve as Trustee as provided herein.

48. **SURVIVORSHIP:** This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

49. **APPLICABLE LAW:** Governing Law. This Trust Agreement is intended to create a California trust and all of the terms and provisions hereof shall be interpreted according to the California Trust Code (Division 9 of the California Probate Code beginning with § 15000), except as shall be specifically modified herein. Nevertheless, the Trustee may change the situs of administration of the trust from one jurisdiction to another, thereby allowing this trust to be regulated and governed by the laws of another jurisdiction. Such action may be taken for any purpose the Trustee deems appropriate including minimization of taxes.

50. **TRUSTEE AND TRUST:** The term "Trustee" refers to the single, multiple and Successor Trustee, who at any time may be appointed and acting in a fiduciary capacity under the terms of this agreement. Where appropriate, the term "Trust" refers to any trust created by this agreement.

51. **GENDER-SINGULAR AND PLURAL:** Where appropriate, words of the masculine gender include the feminine and neuter; words of the feminine gender include the masculine and neuter; and words of the neuter gender include the masculine and feminine. Where appropriate, words in the plural or collective sense include the singular and vice-versa.

52. **IRC:** The term "IRC" refers to the Internal Revenue Code and its valid regulations.

53. **SERVE OR CONTINUE TO SERVE:** A person cannot "serve or continue to serve" in a particular capacity if they are incapacitated, deceased, have resigned, or are removed by a court of competent jurisdiction.

54. **ISSUE:** The term "issue," unless otherwise designated herein, shall include adopted "issue" of descendants and lineal descendants, both natural and legally adopted indefinitely. Such terms shall specifically exclude individuals adopted out of the family of the Trustor or out of the family of a descendant of the Trustor. The word "living" shall include unborn persons in the period of gestation.

55. **NOTICE:** No person shall have notice of any event or document until receipt of written notice. Absent written notice to the contrary, all persons shall rely upon the information in their possession, no matter how old, without recertification, verification, or further inquiry.

56. **MERGER:** The doctrine of merger shall not apply to any interest under any Trust.

57. **REPRESENTATION:** In any Trust matter a beneficiary whose interest is subject to a condition (such as survivorship) shall represent the interests in the Trust of those who would take in default of said condition. The members of a class shall represent the interest of those who may join the class in the future (e.g. living issue representing unborn issue). The legal natural guardian of a person under a legal disability shall represent the interests of the disabled person.

58. **GOVERNING LAW.** This Trust is intended to create a California trust and all of the terms and provisions hereof shall be interpreted according to the California Trust Code (Division 9 of the California Probate Code beginning with §15000), except as shall be specifically modified herein. Nevertheless, the Trustee may change the situs of administration of the trust from one jurisdiction to another, thereby allowing this Trust to be regulated and governed by the laws of another jurisdiction. Such action may be taken for any purpose the Trustee deems appropriate including minimization of taxes.

59. **CONFLICT RESOLUTION AND SEVERABILITY.** In order to save the cost of court proceedings and promote the prompt and final resolution of any dispute with regard to the interpretation of this Trust or the administration or distribution of this Trust, I direct that any such dispute shall be settled by arbitration administered by the American Arbitration Association under its Arbitration Rules for Wills and Trusts then in effect. Nevertheless, the following matters shall not be arbitral: (1) questions regarding my competency; or (2) attempts to remove a fiduciary. In addition, arbitration may be waived by all sui juris parties in interest.

The arbitrator(s) shall be a practicing lawyer licensed to practice law in the State of California (or such other state whose laws then govern this Trust) and whose practice has been devoted primarily to wills and trusts for at least ten (10) years. The arbitrator(s) shall apply the substantive law (and the law of remedies, if applicable) of the State of California (or such other state whose laws then govern this Trust). The arbitrator's decision may not be appealed to any court, but shall be final and binding on any and all persons who have or may have an interest in this Trust, including unborn or incapacitated persons, such as minors or any person for whom a conservator has been appointed or any other protective order has been made.

Further, if any provision of this Trust is invalid, that provision shall be disregarded, and the remainder of this Trust shall be construed as if the invalid provision had not been included.

60. **DECLARATION OF TRUST.** I hereby declare that all assets of every kind and description and wheresoever situated which I presently own or hereafter acquire (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, all real property, investments, bank accounts, etc.), other than any Individual Retirement Accounts or other type of plan which is tax deferred under the Internal Revenue Code of 1986, as amended, are transferred to and the same shall be owned by my revocable trust.

Unless otherwise stated above, the foregoing declaration and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in my respective individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed. This declaration and transfer shall constitute an intention to transfer the above-listed assets to the above-mentioned trust for purposes of the ruling in Estate of Heggstad (1993), 16 Cal.App.4th 943. This declaration may be terminated by me written notice to the Trustee of the above-mentioned trust.

[Remainder of page intentionally omitted]

IN WITNESS WHEREOF, on December 1, 2022, Trustor, and Trustee have signed this Instrument.

JOHN C. SAMPLE, TRUSTOR/TRUSTEE

State of Michigan)
) ss.
County of Macomb)

Acknowledged by JOHN C. SAMPLE, before me on December 1, 2022.

Signature: _____
Notary, Public, State of Michigan, County of Macomb

SAMPLE
SAMPLE
SAMPLE

