

The Doe Family Trust

This is a Trust Agreement, hereinafter referred to as the "Agreement," dated _____, 20____, between ourselves, John Robert Doe and Mary Elizabeth Doe, who will be hereinafter referred to as the Settlers collectively or as a Settlor individually or by personal pronoun, and John Robert Doe and Mary Elizabeth Doe, who shall hereinafter be referred to as the "Trustees." The Trustees agree to hold certain property contributed to this Trust by the Settlers and administer the property in the manner set forth in this Agreement.

Before reading the provisions of this trust, any child or other descendant of the Settlers, the Trustees, and anyone else who reads these provisions should keep in mind the following verses from the Bible:

I have no greater joy than to hear that my children are walking in the truth.

3 John 1:4

His master replied, "Well done, good and faithful servant! You have been faithful with a few things; I will put you in charge of many things. Come and share your master's happiness!"

Matthew 25:21

...her, which is the greatest commandment in the Law?" Jesus replied: "Love the Lord your God with all your heart and with all your soul and with all your mind. This is the first and greatest commandment. And the second is like it: Love your neighbor as yourself. All the Law and the prophets hang on these two commandments."

Matthew 22:36-40

Command them to do good, to be rich in good deeds, and to be generous and willing to share. In this way they will lay up treasure for themselves as a firm foundation for the coming age, so that they may take hold of the life that is truly life.

1 Timothy 6:18-19

"So if you have not been trustworthy in handling worldly wealth, who will trust you with true riches? And if you have not been trustworthy with someone else's property, who will give you property of your own? No one can serve two masters. Either you will hate the one and love the other, or you will be devoted to the one and despise the other. You cannot serve both God and money."

Luke 16:11-13

Be sure you know the condition of your flocks, give careful attention to your herds; for riches do not endure forever, and a crown is not secure for all generations. When the hay is removed and new growth appears and the grass from the hills is gathered in, the lambs will provide you with clothing, and the goats with the price of a field. You will have plenty of goats' milk to feed your family and to nourish your female servants.

Proverbs 27:23-27

Be careful that you do not forget the LORD your God, failing to observe his commands, his laws and his decrees that I am giving you this day. Otherwise, when you eat and are satisfied, when you build fine houses and settle down, and when your herds and flocks grow large and your silver and gold increase and all you have is multiplied, then your heart will become proud and you will forget the LORD your God, who brought you out of Egypt, out of the land of slavery. He led you through the vast and dreadful wilderness, that thirsty and waterless land, with its venomous snakes and scorpions. He brought you water out of hard rock. He gave you manna to eat in the wilderness, something your ancestors had never known, to humble and test you so that in the end it might go well with you. You may say to yourself, "My power and the strength of my hands have produced this wealth for me." But remember the LORD your God, for it is he who gives you the ability to produce wealth, and so confirms his covenant, which he swore to your ancestors, as it is today.

Deuteronomy 8:11-18

The LORD bless you and keep you; the LORD make his face shine on you and be gracious to you; the LORD turn his face toward you and give you peace.

Numbers 6:24-26

ARTICLE ONE

PERSONAL INFORMATION

1.01 Marital Status. The Settlers are married to each other.

1.02 Living Children. The Settlers have three living children:

David Eric Doe born on February 4, 1994

Paul Christian Doe born on November 15, 1996

Jennifer Amy Doe born on February 21, 1999

1.03 County of Residency. We are residents of Lake County, Nevada.

ARTICLE TWO

CREATION OF TRUST

2.01 Name of Trust. This trust shall be called The Doe Family Trust, and each separate trust created hereunder shall be referred to by the name of the subtrust. For example, a separate trust for the benefit of a beneficiary shall be referred to by adding the name of the beneficiary or designation of a separate trust as set forth hereafter in this Agreement, or a credit shelter trust created on the death of one of the Settlers shall be referred to as the Deceased Settlor's Credit Shelter Trust. The full name of the trust for purposes of funding the trust shall be:

John Robert Doe and Mary Elizabeth Doe, Trustees of The Doe Family Trust, UTA, dated _____, 20____, and any amendments thereto

2.02 Effective Date. This Agreement shall be effective as of the date that both the Settlor and the Trustees sign this Agreement.

2.03 Definition of Trust Property. All property contributed to this trust by way of assignment, deed transfer, change of account paperwork, or any other method shall be held, administered, and distributed as set forth in this instrument. The Settlor intend to transfer all of the property listed on **Schedule A, Schedule B, and Schedule C** of this Agreement to this trust and shall take all necessary steps to do so during their lifetimes. All community property of the Settlor that is contributed to this trust shall be set forth on **Schedule A**. All separate property of the Settlor husband shall be set forth on **Schedule B**. All separate property of the Settlor wife shall be set forth on **Schedule C**. It is the intention of the Settlor that any community property, quasi-community property, or separate property that is contributed by one of the Settlor to this trust shall continue to retain its community, quasi-community, or separate property character after contribution to this trust, and each type of property shall be administered differently pursuant to the terms of this document based on what type of property it is.

2.04 Additional Actions. The Trustees are instructed to take any and all necessary actions to facilitate the transfers of the assets on these schedules to this trust after either Settlor's death. All of the actions of either Settlor were and continue to be in effect in transferring the assets listed on the property schedules to this trust.

2.05 Additions of Trust Property. The Trustees may accept additions to this trust from any source, and any additions shall become part of the trust property that the Trustees shall administer as set forth herein.

2.06 Nonprobate Transfers of Community Property. Disposition of the community property of the Settlor shall be solely governed by the terms of this document and not by any terms of the Nevada Revised Statutes.

ARTICLE THREE

RIGHTS AND POWERS OF SETTLOR

3.01 Power of Revocation and Amendment. During the Settlor's joint lifetimes, they may amend or revoke this trust with respect to their share of the community property, their share of the quasi-community property, and their separate property for any reason. After the death of the Deceased Settlor, any Credit Shelter Trust created under this document, if any, shall be irrevocable and the Survivor's Trust created hereunder shall continue to be revocable and amendable by the Surviving Settlor. If the only trust that exists after the death of the

Deceased Settlor is the Survivor's Trust, then the entire trust shall continue to be amendable and revocable by the Surviving Settlor. After the death of both Settlers, all of the provisions of every trust created hereunder shall be irrevocable. The Settlers must amend or revoke this trust in the same manner, and by using the same formalities, that were followed in the creation of this Agreement, such as a signed and notarized amendment. A Conservator or an Attorney-in-Fact under a validly executed Power of Attorney by either Settlor may not amend or revoke this Agreement irrespective of whether the relevant powers are listed in any such Power of Attorney. Any revocation or amendment of this trust by one Settlor must be accompanied by a notice to the other Settlor, whether written or oral, that indicates that a portion of the trust is being amended or revoked, in order to ensure that both Settlers understand at all times the status of the trust. Any amendment or revocation signed by both Settlers shall not need any notice as described above in this paragraph.

3.02 Trustees Responsibility on Revocation. After any revocation of this trust, the acting Trustees shall be required to deliver the trust property affected by that revocation to the Settlor or Settlers who revoke a portion or all of the trust after paying any outstanding liabilities that were incurred in the administration of the trust by the Trustees.

ARTICLE FOUR

ADMINISTRATION DURING SETTLORS' JOINT LIFETIMES

4.01 Distribution During the Settlers' Joint Lifetimes. During the Settlers' joint lifetimes the Trustees shall make the following distributions from the trust property:

- (a) Community Property: The Trustees shall make the following distributions from the community property held by the trust.
 - (i) Income: The Trustees shall pay to or pay for the benefit of the Settlers all of the income of the community property in monthly or more frequent installments as the Trustees and the Settlers shall agree on. Any income not paid to the Settlers or paid for the benefit of the Settlers shall be added to the Principal of the trust and remain community property.
 - (ii) Principal: The Trustees shall pay to or pay for the benefit of the Settlers as much of the principal of the trust that is classified as community property as the Trustees and the Settlers shall agree on.
- (b) Quasi-Community Property: The Trustees shall make the following distributions from the quasi-community property of the trust, if any is held by the trust.
 - (i) Income: The Trustees shall pay to the Settlor who contributed property that is classified as quasi-community property all of the income of the quasi-community property in monthly or more frequent installments as the Trustees and the Settlor shall agree on. Any income not paid to the Settlor or paid for the benefit of the Settlor shall be added to the Principal of the trust and continue to keep the classification as quasi-community property.

- (ii) Principal: The Trustees shall pay to or pay for the benefit of the Settlor who contributed the quasi-community property to the trust as much of the principal of the trust that is classified as quasi-community property as the Trustees and the Settlor shall agree on.
- (c) Separate Property: The Trustees shall make the following distributions of separate property from this trust, if any is held by the trust.
 - (i) Income. The Trustees shall pay to the Settlor who contributed property that is classified as separate property all of the income of the separate property in monthly or more frequent installments as the Trustees and the Settlor shall agree on. Any income not paid to the Settlor or paid for the benefit of the Settlor shall be added to the Principal of the trust and continue to keep the classification as separate property.
 - (ii) Principal. The Trustees shall pay to or pay for the benefit of the Settlor who contributed the separate property to the trust as much of the principal of the separate property as the Trustees and the Settlor shall agree on.

4.02 Distributions to Settlers if Incapacitated. At any time that either Settlor is unable to personally request a distribution from the trust due to incapacity, then the Trustees shall first listen to and follow the instructions of any acting agent under a validly exercised Power of Attorney by either Settlor with regard to making distributions to either Settlor pursuant to this section. If there is no acting agent, then the Trustees shall be able to pay or benefit of the incapacitated Settlor as much of the income and principal as is necessary for the incapacitated Settlor's health, education, maintenance and support in the Trust, in the discretion of the Trustees.

4.03 Requested Distributions of Principal. Notwithstanding any of the above, if a Settlor of the trust requests a distribution of principal then the Trustees shall provide as much of the principal, up to the entire amount of the Settlor's interest in the community property, quasi-community property and separate property as the Settlor shall request from the Trustees. Any distribution of community property during the Settlers' joint lifetimes must be approved by both Settlers prior to the Trustees making the distributions to the withdrawing Settlor.

4.04 Gifts. The Trustees shall have the power to make gifts. Pursuant to this power, the Trustees shall make gifts within the following classes of people or entities:

- (a) Any of the Settlers' immediate family, defined as children, grandchildren, parents, and siblings, up to the annual gift tax exclusion.
- (b) Any 501(c)(3) charitable organization that the Settlers gave money or property to throughout the Settlers' lifetimes.
- (c) Any 501(c)(3) charitable organization that the Trust Protector approves for such a gift of the principal or income of the trust.

ARTICLE FIVE

TRUST ADMINISTRATION UPON THE DECEASED SETTLOR'S DEATH

5.01 Payment of Estate Expenses. After the death of the first Settlor (herein referred to as the "Deceased Settlor"), the Trustees shall have the obligation to pay any and all expenses, taxes, debts, contractual obligations, and the like with respect to those items that were incurred during the Deceased Settlor's lifetime. With respect to any assets that were included in the taxable estate of the Settlor that generated a federal or state level estate tax, the Trustees are instructed to pay to the personal representative of the estate, if any, amounts to cover the estate tax on the property held in this trust. If there is no personal representative, then the Trustees may pay directly to the taxing authority the estate taxes that will be due on the assets held within this trust.

5.02 Deferral of Distribution. When the Trustees are instructed to divide the trust estate into different shares on the death of a Settlor, the Trustees shall have the ability to defer the actual distribution or division into separate shares if the Trustees need additional time to gather assets that were owned by the trust, value assets owned by the trust, determine exact expenses of the trust such as taxes or other debts owed by the deceased Settlor, or for any other reason that is necessary in order to perform the Trustees' duties in the trust administration. During this time, the Trustees may obtain a separate tax identification number and administer the trust as an administrative trust prior to the final distribution or termination of the Pooled Trust or any subtrusts as set forth herein.

5.03 Memorandum of Personal Property. The Deceased Settlor may leave a letter or other written document stating that some or all of the personal property of the Deceased Settlor is to go to certain beneficiaries. Any such writing is hereby incorporated by reference into this trust, and the Trustees are instructed to follow any such instructions when making specific distributions of assets from the trust property. If for any reason the writing is not legally enforceable due to changes in the law or some other reason, then the Deceased Settlor directs the Trustees to consider any such written statements by the Settlor when making final distributions of the trust estate. Any such written instructions shall be given the maximum effect under state law when the Trustees are making final distributions of the trust estate whether the written document was created before, on the same date of, or after this trust. If the recipient of a piece of personal property has predeceased the Settlor, then that bequest shall lapse. The Settlor or Settlers have attached an initial personal property memorandum as **Schedule E** to this trust, and this memorandum is incorporated into this trust by this reference.

5.04 Personal Property Distributions. Unless a memorandum of personal property is created by the Deceased Settlor as set forth above, then all of the personal property of the Deceased Settlor shall pass according to the different shares of trust property created below.

5.05 Funding Priority of Charitable Gifts. In the event that there are any outright charitable gifts or the funding of a charitable trust within this document, then the Trustees are instructed to prioritize funding of these gifts or allocation to the charitable trust by using assets that generate Income with Respect to a Decedent (IRD), such as individual retirement accounts, prior to funding the gifts or bequests with assets that do not generate any IRD.

5.06 Creation of Property Shares on First Settlor's Death. After the death of the Deceased Settlor, the Trustees shall separate the trust property into two shares which shall be allocated to the Survivor's Trust and Credit Shelter Trust created below.

(a) The first share shall be referenced as the Survivor's Share and it shall be made up of all of the Surviving Settlor's interest in the trust property. This interest shall be defined as the Surviving Settlor's interest in one-half (1/2) of the community property and quasi-community property contributed to this trust, along with all of the Surviving Settlor's interest in all of his or her separate property contributed to this trust.

(b) The second share shall be referenced as the Decedent's Share and it shall be made up of all of the Decedent's interest in the trust property. This interest shall be defined as the Deceased Settlor's interest in one-half (1/2) of the community property and quasi-community property contributed to this trust, along with all of the Deceased Settlor's interest in all of his or her separate property contributed to this trust.

(c) The Survivor's Share shall be allocated to the Survivor's Trust set forth below in this instrument and administered pursuant to the terms of that trust.

(d) The Decedent's Share shall be allocated to the Credit Shelter Trust set forth below in this instrument and administered pursuant to the terms of that trust, with the following exceptions.

(i) If the Deceased Settlor's portion of the trust estate is larger than the applicable lifetime credit amount for federal estate tax purposes, then the excess of the Deceased Settlor's portion of the trust estate over the applicable lifetime credit amount shall be allocated to the Survivor's Trust while the portion of the Deceased Settlor's estate that is equal to the applicable lifetime credit amount for federal estate tax purposes shall be allocated to the Credit Shelter Trust as set forth below.

(ii) The applicable lifetime credit amount that is available to the Trustees to fund the Credit Shelter Trust due to the death of the Deceased Settlor may also be reduced by any factors that would reduce the available credit at the death of the Deceased Settlor, such as property disposed of by the Deceased Settlor during his or her lifetime; property dispositions outside of this instrument or within this instrument that would not qualify for the federal estate tax marital deduction or federal charitable deduction; or any other situation that would reduce the available lifetime credit to the Trustees of this trust when they are funding the Credit Shelter Trust as set forth below.

5.07 Allocation of Trust Assets. In allocating assets between the Survivor's Share and Decedent's Share described above, the Trustees shall allocate the assets of the trust in cash or in kind or partly in each, on a pro rata or non pro rata basis, and in divided or undivided interests. Any allocation of assets shall use the asset's value as finally determined for estate tax purposes.

ARTICLE SIX

CREDIT SHELTER TRUST

6.01 Payments of income. The Trustees shall pay to or apply for the benefit of the Surviving Settlor, so much of the net income of the trust as the Trustees determine in their sole discretion to pay the reasonable expenses for the health, education, maintenance, and support of the Surviving Settlor. All decisions of the Trustees regarding distributions to the Surviving Settlor shall be final and incontestable by any person. Any amounts of net income that are not distributed to the Surviving Settlor shall be added to principal. If the Surviving Settlor is incapacitated for any reason, the Trustees shall apply as much of the income of the Credit Shelter Trust as is necessary for the health, education, maintenance, and support of the incapacitated Settlor as the Trustees determine as necessary in the Trustees' sole

6.02 Payments of Principal. The Trustees shall pay to or apply for the benefit of the Surviving Settlor of the principal of the trust as the Trustees determine in their sole discretion to pay the reasonable expenses for the health, education, maintenance, and support of the Surviving Settlor. All decisions of the Trustees regarding distributions to the Surviving Settlor shall be final and incontestable by any person. Any amounts of net income that are not distributed to the Surviving Settlor shall be added to principal. If the Surviving Settlor is incapacitated for any reason, the Trustees shall apply as much of the principal of the Credit Shelter Trust as is necessary for the health, education, maintenance, and support of the incapacitated Settlor as the Trustees determine as necessary in the Trustees' sole discretion.

6.03 Disposition of Trust on Death of Surviving Settlor. On the death of the Surviving Settlor, the Trustees shall distribute all remaining property held in the Credit Shelter Trust to the Pooled Trust for the benefit of the beneficiaries of the Settlor as set forth in Article Eight (8), except for the personal property of the Settlor which shall be administered pursuant to the provisions applicable to personal property in Article Eight (8).

ARTICLE SEVEN

SURVIVOR'S TRUST

7.01 Payments of Income. The Trustees shall pay to or apply for the benefit of the Surviving Settlor all of the net income of the Survivor's Trust in convenient distributions that shall be determined by the Surviving Settlor. If the Surviving Settlor is incapacitated for any reason, the Trustees shall apply as much of the income of the Survivors Trust as is necessary for the benefit of the incapacitated Settlor as the Trustees determine is necessary in the Trustees' sole discretion.

7.02 Payments of Principal. The Trustees shall pay to or apply for the benefit of the Surviving Settlor as much of the principal of the trust as the Trustees deem proper for the Surviving Settlor's comfort, welfare, and happiness. The decisions of the Trustees regarding distributions under this section shall be solely within the discretion of the Trustees. If the Surviving Settlor is incapacitated for any reason, the Trustees shall apply as much of the principal of the Survivor's Trust as is necessary for the benefit of the incapacitated Settlor as the Trustees determine is necessary in the Trustees' sole discretion.

7.03 Right of Withdrawal. The Surviving Settlor shall have the absolute right, at any time, to withdraw any portion or all of the principal of the Survivor's Trust upon request to the Trustees.

7.04 General Power of Appointment. On the death of the Surviving Settlor, any portion of the remaining trust property held in the survivor's Trust may be distributed to any person or entity as the surviving Settlor may choose by a signed writing. This signed writing, which may include a last will and testament or any other signed writing, must indicate the desire to exercise the power of appointment granted under the Survivor's Trust created by this instrument, and be signed and dated by the Surviving Settlor, in order to be a valid exercise of the power of appointment. This power of appointment shall be considered to be a general power of appointment and may, but does not have to be, exercised in favor of the Surviving Settlor, the Surviving Settlor's estate, the creditors of the Surviving Settlor, or the creditors of the Surviving Settlor's estate.

7.05 Disposition of Trust on Death of Surviving Settlor. Upon the death of the Surviving Settlor, the Trustees shall pay any of the debts and expenses described in Article Eight (8) below, and then the Trustees shall distribute all remaining property held in the Survivor's Trust to the Pooled Trust for the benefit of the beneficiaries of the Settlor as set forth in Article Eight (8), except for the personal property of the Settlor which shall be administered pursuant to the provisions applicable to personal property in Article Eight (8) and any property otherwise disposed of pursuant to the power of appointment set forth above in this Article.

ARTICLE EIGHT

TRUST ADMINISTRATION AFTER THE DEATH OF THE SURVIVING SETTLOR

8.01 Payment of Taxes and Expenses. On the death of the second Settlor (hereinafter called the "Surviving Settlor"), prior to adding the remaining property held in the Survivor's Trust to the Pooled Trust described in this Article, the Trustees shall pay any expenses of trust administration including any estate taxes, funeral expenses, and any other expenses generated in the administration of the trust out of the assets of the Survivor's Trust. After these are paid and any final tax returns are filed, then the remaining assets of the Survivor's Trust and the Credit Shelter Trust assets that are allocated to the Pooled Trust for the benefit of the Settlor's descendants shall be administered as set forth below.

8.02 Memorandum of Personal Property. The Surviving Settlor may leave a letter or other written document stating that some or all of the personal property of the Surviving Settlor is to go to certain beneficiaries. Any such writing is hereby incorporated by reference into this trust, and the Trustees are instructed to follow any such instructions when making specific distributions of assets from the trust property. If for any reason the writing is not legally enforceable due to changes in the law or some other reason, then the Surviving Settlor directs the Trustees to consider any such written statements by the Settlor when making final distributions of the trust estate. Any such written instructions shall be given the maximum effect under state law when the Trustees are making final distributions of the trust estate. If the written document was created before, on the same date as, or after the trust. If the recipient of the personal property has predeceased the Settlor, then the bequest shall lapse. The Settlor or Settlor has attached an initial personal property memorandum as Section E to this trust, and this memorandum is incorporated into this trust by this reference.

8.03 Personal Property Distributions. With respect to the division of the Settlor's tangible personal property, it is the Settlor's desire that the beneficiaries not dispute over who receives which items of personal property. Therefore, it is the Settlor's intent that if they cannot agree on how items are to be distributed by the Trustees, that the Trustees attempt to find a method of distribution that the beneficiaries can all accept as fair and that takes into account the emotional value that various items have for various family members. This Section shall only apply to items of personal property that are not disposed of by way of specific bequest or by the personal property memorandum as set forth herein. Furthermore, the term "child" is used below; however, if the Settlor has no children, then the beneficiaries of the trust may also go through the same procedures to determine who receives what pieces of personal property. By way of illustration and not as a directive, here are some possible methods of distribution:

- (a) Rotating Choice. A family meeting is held and attended by the Settlor's children where the Settlor's children take turns choosing items, which may be grouped by type or approximate value. The order of choice is determined in advance by a random method (such as drawing numbers).

- (b) **Bidding with Points.** Each child is given a certain number of points that they can bid with, say five hundred thousand (500,000). Then, using their points, they bid on the items that they want. The bidding can be done in a family meeting attended by each child, or it can be done by mail, by email, or in any other medium decided by the Trustees, where each child receives a complete description of all of the items prepared by the Trustees, and then the child provides his or her bid for each item. If any child is a minor, then the child's acting guardian shall bid on their behalf.

8.04 Funding Priority of Charitable Gifts. In the event that there are any outright charitable gifts or the funding of a charitable trust within this document, then the Trustees are instructed to prioritize funding of these gifts or allocation to the charitable trust by using assets that generate Income with Respect to a Decedent (IRD), such as individual retirement accounts, prior to funding the gifts or bequests with assets that do not generate any IRD.

8.05 Specific Bequest to Charitable Remainder Trust. At the death of the surviving Settlor, the Trustees shall distribute any property allocated, transferred, or added to this trust that generates income with respect to a decedent (hereinafter "IRD")—such as an individual retirement account (IRA), or ERISA-qualified account such as a 401(k), or any other similar type of asset (other than ROTH IRAs, ROTH 401(k)s, and any other retirement account that for federal and state income tax purposes is a ROTH type of account where distributions are generally income tax free) to the Charitable Remainder Trust created below to be held and administered pursuant to the terms of that trust.

8.06 Pooled Trust for Beneficiaries. The remaining trust assets other than any request to the Charitable Remainder Trust set forth herein shall be held in a pooled trust for the benefit of the children of the Settlor. This Pooled Trust shall be administered by the Trustees in the following manner:

- (a) The Trustees may distribute as much of the income and principal of the trust to any beneficiary of the Pooled Trust as is necessary for the health, education, maintenance, and support of the beneficiary as is determined by the Trustees in their sole and absolute discretion.
- (b) It is the intention of the Settlor that the Trustees care for each beneficiary independently of each other and make distributions to care for each beneficiary's unique needs. (Distributions do not need to be equalized among all of the beneficiaries of the Pooled Trust.)
- (c) The Pooled Trust shall continue until it exhausts its corpus or until one of the following events occurs:
- (i) The youngest beneficiary of the Pooled Trust reaches the age of twenty-five (25); or
 - (ii) All of the beneficiaries of the Pooled Trust graduate from a four-year university or college with a bachelor's degree; or

- (iii) All of the beneficiaries of the Pooled Trust are deceased.
- (d) At the earliest event described above, the remaining funds in the Pooled Trust shall be divided and distributed as set forth below.

8.07 Division of Remaining Trust Estate Upon Termination of Pooled Trust. After the triggering event that will end the Pooled Trust as set forth herein, the Trustees shall, after making the specific bequest to the Charitable Remainder Trust as set forth above, divide the trust estate into the following shares:

- (a) David Eric Doe shall receive 30 percent of the remaining assets of the estate.
- (b) Paul Christian Doe shall receive 30 percent of the remaining assets of the estate.
- (c) Jennifer Amy Doe shall receive 30 percent of the remaining assets of the estate.
- (d) Grace Ministries shall receive 10 percent of the remaining assets of the estate.

If the Settlers have one or more natural children or jointly adopt one or more children after the date of execution of this trust, then it is the intention of the Settlers to further divide the above described shares in such a way so that the after-born or after-adopted child or children also receive a share of the estate. The share that shall be allocated to the after-born or after-adopted child shall be calculated in the following manner. The after-born child or after-adopted child shall be added to any non-charitable beneficiaries, and those children shall receive a share that is a proportionate share of the non-charitable bequests set forth in this document. The charitable bequests shall not be impacted by an after-born or after-adopted child, and any share that is created for an after-born or after-adopted child shall be funded by proportionately reducing the existing shares to the non-charitable beneficiaries as set forth above. For example, if the Settlers give in the aggregate 10 percent to one or more charitable beneficiaries and 90 percent is divided between three children (30 percent to child 1, 30 percent to child 2, 30 percent to child 3), then if child 4 is adopted, child 4 would receive 25 percent of 90 percent and the share for child 4 would be funded proportionately from each of child 1's, child 2's and child 3's shares.

Furthermore, if child 1, child 2, and child 3 had different percentages of the non-charitable portion of the bequests, then the funding of the new child's share shall be funded proportionately by each child's share. For example, if the Settlers give in the aggregate 10 percent to one or more charitable beneficiaries and the remaining 90 percent is divided between the three children in the following manner (45 percent to child 1, 22.5 percent to child 2 and 22.5 percent to child 3), then when a fourth child is adopted, their share shall be one-fourth of the non-charitable share or 22.5 percent of the estate (100 percent of the estate less 10 percent charitable bequests = 90 percent non-charitable portion of the estate divided between four children = 22.5 percent of the estate). This 22.5 percent of the estate for the after-born or after-adopted child shall be funded proportionately by each of the three existing children based on what their proportionate share of the non-charitable estate is, so the 22.5 percent would be half funded by child 1's share in this example because they were receiving half of the non-charitable estate (45 percent of the 90 percent non-charitable portion of the estate). So 11.25 percent of the newly born or adopted child's share would come from child

1's, 45 percent, and the remaining 11.25 percent of child 4's share would come equally from child 2's and child 3's share.

If any person named above predeceases the Surviving Settlor, then that person's share as set forth above shall be handled in the following manner:

- (a) First, to the predeceased beneficiary's issue by right of representation; and if any property is not disposed of under this option; then
- (b) Second, divided in proportional shares between the Settlers' surviving non-charitable beneficiaries and added to their other shares set forth in this trust, if any, and administered either with the beneficiary's other share or alone for the benefit of the beneficiary as set forth herein; and if any property is not disposed of under this option; then
- (c) Third, distributed to the surviving spouse of the predeceased beneficiary; and if any property is not disposed of under this option; then
- (d) Fourth, distributed to the nonprofit organizations set forth in this section on the same percentages as if they were the only beneficiaries; and if any property is not disposed of under this option; then
- (e) Fifth, to the beneficiaries named under the article entitled "Remote Beneficiaries" set forth below.

The shares for each beneficiary shall be held in trust for the beneficiary as set forth in Article 8.09. The share for any beneficiary other than an identified beneficiary in this section (for example, the surviving issue of a predeceased child), shall be distributed outright and free of trust to that beneficiary only if they have reached twenty-five (25) years of age. If a beneficiary has not reached twenty-five (25) years of age, then the share shall be held and administered pursuant to the article entitled "Administration of a Share or Bequest Received by a Beneficiary Under Twenty-Five (25) Years of Age." The share allocated to any 501(c)(3) organization shall be distributed outright and free of trust to that organization.

8.08 Disclaimer of Any Bequests. If any beneficiary disclaims any bequest or gift for that beneficiary as set forth herein, then the Trustees shall treat that beneficiary and all of that beneficiary's heirs as having predeceased the Settlers, and that gift or bequest shall lapse, be added to the remainder of the estate to be held, and administered as set forth above.

ARTICLE NINE

SEPARATE SHARE TRUST PROVISIONS

9.01 Separate Share Trust. Each Share allocated to a beneficiary and held in a separate trust for that beneficiary shall be held pursuant to the provisions of this Article.

9.02 Income Distributions. The Trustees may distribute as much of the income as is necessary for the beneficiary's health, education, maintenance, and support. Any income not distributed to the beneficiary shall be added to the principal of the trust.

9.03 Principal Distributions. The Trustees may distribute as much of the principal to the beneficiary as the Trustees determine is necessary for the beneficiary's health, education, maintenance, and support during the time that the separate trust is in existence for the beneficiary.

9.04 Duration of Trust. The separate trust for the beneficiary shall remain in existence until the final distribution from the trust is made to the beneficiary as set forth below. Once the separate trust is funded, then immediately the Trustees shall distribute 33 percent of the principal of the trust outright and free of trust to the beneficiary. Five (5) years after the first distribution, then the Trustees shall distribute 50 percent of the principal of the trust outright and free of trust to the beneficiary. Finally, five (5) years after the second distribution the Trustees shall distribute all the remaining principal of the separate trust to the beneficiary and take all necessary actions to terminate the trust. Notwithstanding any of the above, if there are any outright distributions to a beneficiary or distributions to a beneficiary at intervals under this trust and they are under the age of twenty-five (25) when the distributions are to be made to the beneficiary, then the distributions that are described in this section shall not start until the beneficiary reaches the age of twenty-five (25) and any other distributions that are made at intervals after the first distribution shall be made as if the first distribution occurred at the age of twenty-five (25) and the subsequent distributions shall be set forth in this section.

9.05 Death of Beneficiary Prior to Termination of Trust. If the beneficiary predeceases the final distribution of the trust due to a forced distribution of the principal at certain ages or if there are remaining funds in the trust as of the date of death of the beneficiary, then the remaining funds shall be equally divided among the beneficiary's living issue and predeceased issue who left surviving descendants by right of representation. Each share held for a beneficiary shall be held for that beneficiary in a separate trust as set forth in this section.

ARTICLE TEN

CHARITABLE REMAINDER TRUST

10.01 Creation and Name of Charitable Remainder Unitrust. Any assets allocated to the "Charitable Remainder Trust" shall be held and administered as a charitable remainder unitrust under the provisions of this article. It is the intent of the Settlers that this charitable remainder unitrust comply with Internal Revenue Code section 664 relating to charitable remainder unitrusts and all of the requirements under the other Internal Revenue Code sections and all related treasury regulations that apply to charitable remainder trusts. The

Charitable Remainder Trust created hereunder shall be called The Doe Charitable Remainder Trust and shall be dated as of the date that assets are funded into the trust by the Trustees or the Charitable Remainder Trust is funded directly by assets that designate the Charitable Remainder Trust as the beneficiary such as an Individual Retirement Account.

10.02 Unitrust Amount and Payments. In each taxable year of the Charitable Remainder Trust, the Trustees shall pay to or for the benefit of the following beneficiaries the following amounts or percentages of the unitrust payment:

- (a) David Eric Doe shall receive 33.33 percent
- (b) Paul Christian Doe shall receive 33.33 percent
- (c) Jennifer Amy Doe shall receive 33.33 percent

The unitrust payment is equal to 5.00 percent of the net fair market value of the Charitable Remainder Trust assets that are valued as of the first business day of the taxable year. These payments shall be made for a period of twenty (20) years after the creation of the Charitable Remainder Trust. Payments shall be made from the assets of the Charitable Remainder Trust on a quarterly basis on the last day of the quarter in the following order: (i) the long-term capital gains of the Charitable Remainder Trust, (ii) the tax-exempt income, and (iii) the principal of the unitrust. Any net income that remains after the payment of the unitrust amount shall be added to the principal of the Charitable Remainder Trust, and the unitrust payments may be notified based on a short taxable year or a partial contribution to the Charitable Remainder Trust as set forth below in this article. Notwithstanding to any beneficiary a portion of the unitrust amount may, by writing given to the Trustees, direct the Trustees to distribute their portion of the unitrust amount to one or more organizations that are described in Internal Revenue sections 170(b)(1)(C), 170(c), 2055(a), and 2522(a) in one or more quarters. If any beneficiary of a unitrust payment is under the age of twenty-five (25), disabled, or receiving needs based governmental aid, then the Trustees shall hold and administer those unitrust payments in the same manner for that beneficiary as set forth in The Doe Family Trust.

10.03 Death of Beneficiary of Unitrust Amount. If any beneficiary of the unitrust amount described above in this article is deceased before the end of the unitrust payments, then that beneficiary's children, by right of representation, shall receive the remaining unitrust payments. If any beneficiary's children who would receive the decedent's unitrust payment are under the age of twenty-five (25), then the Trustees shall hold and administer those unitrust payments in the same manner for that beneficiary as set forth in The Doe Family Trust. If a deceased beneficiary of the unitrust amount leaves no surviving issue, then the other beneficiaries of the unitrust amount shall receive the deceased beneficiary's portion of the unitrust amount in equal shares. If at any time all of the beneficiaries of the unitrust payments as set forth above have predeceased the termination of the unitrust payments and there is no surviving issue of those beneficiaries to receive the unitrust payments, then the remaining payments shall be distributed one half to the Settlor Husband's heirs and one half to the Settlor Wife's heirs, by right of representation.

10.04 Valuation of Trust Assets for Unitrust Payments. All of the Charitable Remainder Trust assets shall be valued on the first business day of each calendar year. The Trustees shall value the assets in the manner required by the Internal Revenue Code, the Treasury Regulations, and all Internal Revenue Service publications that apply to charitable remainder trusts. If, at any time after a valuation of the trust assets occurs, the Trustees discover a mistake or change to the value of the Charitable Remainder Trust assets that would have impacted the value for purposes of calculating the unitrust payments, then in the event of an undervaluation the Trustees will make an additional payment to the beneficiaries as soon as is reasonably possible in order to fulfill the unitrust payment obligations outlined above. In the event of an overvaluation, the beneficiaries shall repay to the Trustees an amount that would correct the unitrust payment amounts for that year. A Trustee who is also a non-charitable beneficiary or a person who is related or subordinate to a non-charitable beneficiary (within the meaning of Code Sec. 672(c) and the Regulations thereunder) can value assets other than cash, cash equivalents, or marketable securities (within the meaning of Code Sec. 731(c) and the Regulations thereunder) only by a current qualified appraisal (as defined in Reg. 1.170A-13(c)(3)), from a qualified appraiser (as defined in Reg. 1.170A-13(c)(5)), to the extent required by the Code or the applicable Regulations. No other Trustee shall be required to use a current qualified appraisal from a qualified appraiser to value any trust assets.

10.05 Additional Contributions. The Trustees of the Charitable Remainder Trust may accept additional contributions from any source. Any additional contribution shall increase the unitrust payment asset for the above. However, an additional contribution is not made on January 1st of any calendar year, then the increased unitrust payment that is due to the additional contribution shall be an appropriate unitrust payment determined by calculating what the additional unitrust payment would have been for a full calendar year and multiplying that figure by a fraction where the numerator is the number of days in the year from the date of the additional contribution to the end of the year and the denominator is the total number of days in the year. This figure shall also be modified pursuant to any Internal Revenue Code section, Treasury Regulation, or other Internal Revenue Service publication that would change this calculation. In subsequent calendar years the additional contributions shall be valued for unitrust payments as the original contribution to the trust. Any additional unitrust payments based on the additional contributions, shall be made on a quarterly basis as the original unitrust payments.

10.06 Termination of Unitrust Payments. After the twenty (20) years of payments of the unitrust amount as described above, the Charitable Remainder Trust shall terminate, and the remaining assets shall be distributed to the following charities outright and free of trust in the following percentages:

- (a) Grace Ministries shall receive 100 percent.

If any of the above charities is no longer in existence at the termination of the Charitable Remainder Trust, or if the organization is no longer of the type that is described in Internal

Revenue sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a), then the Trust Protector, at his or her sole discretion, shall be able to decide on a new charity to receive the portion of the remainder interest described above that was allocated to the charity that is no longer in existence or no longer qualifies under these code sections.

10.07 Modifications of Remainder Beneficiaries. During their lifetimes the Settlers retain the right to change the ultimate charitable beneficiaries to any other organization(s) in any such percentages or shares as they determine as long as the new organization(s) are described in Internal Revenue sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a).

10.08 Power of Amendment. The Trustees shall have a limited power of amendment over this Charitable Remainder Trust to amend the trust in any manner required for the sole purpose of ensuring that the trust qualifies and continues to qualify as a charitable remainder unitrust within the meaning of Code Sec. 664(d)(2). Any references to the Internal Revenue Code and Treasury Regulations shall be deemed to incorporate changes enacted or promulgated after the date of execution of this trust to whatever extent is necessary to ensure conformity with the requirements of a Charitable Remainder Trust.

10.09 Taxable Year of Trust. The taxable year of the Charitable Remainder Trust shall be the calendar year. For the first year of the Charitable Remainder Trust, the trust shall begin on the date that the trust is funded and end on the last day of the calendar year.

10.10 Prohibited Trustee Actions. The Trustees are prohibited from exercising any power under any law relating to this Charitable Remainder Trust that would be inconsistent with the qualification of the Charitable Remainder Trust under Code Sec. 664(d)(2) and the corresponding Regulations. Furthermore, except for the payment of the unitrust payments made to the beneficiaries as set forth above, the Trustees are prohibited from engaging in any act of self-dealing as defined in Code Sec. 4941(d), as modified by Code Sec. 4947(a)(2)(A); from retaining any excess business holdings, as defined in Code Sec. 4943(c), which would subject the trust to tax under Code Sec. 4943; from making any investments which would subject the trust to tax under Code Sec. 4944; and from making any taxable expenditures, as defined in Code Sec. 4945(d) and modified by Code Sec. 4947(a)(2)(A). The Trustees shall make distributions at such time and in such manner as not to subject the trust to tax under Code Sec. 4942. The Trustees shall also be prohibited from engaging in any action that is prohibited for charitable remainder trusts under any future Internal Revenue Code section or Treasury Regulation or Internal Revenue Service publication or that would trigger any kind of excise tax under the Internal Revenue Code.

10.11 Reasonable Compensation for Trustees and Trust Protector. The Trustees of the Charitable Remainder Trust and the Trust Protector for the Charitable Remainder Trust shall be paid a reasonable fee for their services as the Trustees and Trust Protector of the Charitable Remainder Trust.

10.12 No Bond Required. Neither the Trustees nor the Trust Protector shall be required to post any kind of bond in order to act as Trustees or as Trust Protector for the Charitable Remainder Trust created under this article.

10.13 Waiver of Statutory Share. Under applicable present or future law, as a result of marriage or another relationship, a surviving Settlor may hold a "right of election" to receive a statutory share of the predeceased Settlor's estate, as defined under Rev. Proc. 2005-24, 2005-16 IRB 1; therefore, both Settlers hereby irrevocably waive and release all statutory share, elective share, or any similar rights to assets of this charitable trust granted by present or future law, except the right to receive applicable Charitable Remainder Trust income payments.

ARTICLE ELEVEN

ADMINISTRATION OF A SHARE OR BEQUEST RECEIVED BY A BENEFICIARY UNDER TWENTY-FIVE (25) YEARS OF AGE

11.01 Bequest or Gift to a Beneficiary Under Twenty-Five (25) Years of Age. If at any time under this trust a beneficiary is under the age of twenty-five (25) and is entitled to an outright distribution due to a specific bequest, a payment of a unitrust payment under the Charitable Remainder Trust set forth here, or a payment to an adult beneficiary when the beneficiary's share of the trust assets shall not be distributed outright to that beneficiary notwithstanding any other provision of this trust and shall otherwise be held and administered as set forth in this article.

11.02 Administration of Share. Any share that would otherwise be distributed outright to a beneficiary under the age of twenty-five (25) as set forth otherwise in this trust document shall be held in trust for the benefit of the beneficiary as set forth below.

11.03 Distribution of Income of Share Until Beneficiary Reaches Twenty-Five (25). The Trustees shall pay for the benefit of the beneficiary as much of the income of the share as is necessary for the beneficiary's health, education, maintenance, and support.

11.04 Distribution of Principal of Share Until Beneficiary Reaches Twenty-Five (25). The Trustees shall pay for the benefit of the beneficiary as much of the principal of the share as is necessary for the beneficiary's health, education, maintenance, and support.

11.05 Ultimate Disposition of Share. Upon the beneficiary reaching the age of twenty-five (25), the remaining principal and accrued but undistributed income shall be distributed outright and free of trust to the beneficiary so long as the principal and accrued but undistributed income is not to be held in trust and administered pursuant to some other provision of this trust. If the principal and accrued but undistributed income is to be held pursuant to the other provisions of this trust, then upon the beneficiary reaching the age of twenty-five (25), the assets shall be held pursuant to those other provisions of this trust and not pursuant to this article.

ARTICLE TWELVE

REMOTE BENEFICIARIES

12.01 Ultimate Beneficiary. If at any time a bequest, gift, or portion of the estate has no named beneficiary, then that portion of the estate shall be distributed outright and free of trust to one-half to the Settlor Husband's heirs and one-half to the Settlor Wife's heirs, as determined under Nevada law.

ARTICLE THIRTEEN

TRUSTEE PROVISIONS

13.01 Designated Trustees. John Robert Doe and Mary Elizabeth Doe are nominated as the initial Trustees of this trust. If either person is unwilling or unable to serve, then the other person shall serve as the sole Trustee. If at any time John Robert Doe and Mary Elizabeth Doe are not able or are not willing to serve as Trustee, then Mark Allen Thompson shall serve as the first successor Trustee of this trust. If Mark Allen Thompson is unwilling or unable to serve, then Julie Marie Robinson shall serve as successor Trustee. The last acting Trustee shall also have the ability to nominate one or more successor Trustees in a signed writing if there is no other named successor Trustee to take over for the acting Trustee upon the acting Trustee being unwilling or unable to serve.

13.02 Trustee Actions. At any time that the Settlers are serving as Trustees, then either person individually may sign on behalf of the trust and bind the trust to act. After the death, incapacity, or resignation of both Settlers, the successor Trustees shall act by majority if there is more than one Trustee serving.

13.03 Appointment of Trustees. If at any time there is no acting Trustee of this trust or of any separate trust created hereunder for a beneficiary as described above, then the following, in the order listed, shall have the ability to appoint a new Trustee to serve over the trust or separate trust:

- (a) The Settlers
- (b) The Trust Protector
- (c) The adult beneficiaries of the trust or separate trust, by majority vote

If there is only one adult beneficiary of the trust, that beneficiary may not appoint himself or herself as Trustee of the trust unless the Settlers have provided elsewhere in this document for that adult beneficiary to become Trustee or successor Trustee at a certain age. If at any time there is more than one adult beneficiary, this restriction shall not apply, and any beneficiary may become a Trustee pursuant to the procedure above.

13.04 Removal of Trustees. At any time during the Settlor's lifetimes, they shall have the ability to remove the Trustees for any reason and at any time. After the death of the surviving Settlor, the Trust Protector shall have the ability, as set forth below, to remove the acting Trustees of this trust at any time and for any reason.

13.05 Compensation of Trustees. The Trustees shall be paid a reasonable fee for their services as the Trustees under this document.

13.06 Bond. The Trustees shall not be required to obtain a bond in order to serve as Trustees hereunder.

13.07 Resignation of Trustee. Any Trustee may resign at any time by giving a written notice to the successor Trustee named in the document or, if none, to the persons authorized to designate a successor Trustee and to the adult beneficiaries of this trust. Any such resignation shall be effective upon the knowledge of and receipt of the written resignation by the person identified in this paragraph and the appointment of a successor Trustee if one is not named or the acceptance to serve as Trustee of the successor Trustee named in this Article.

13.08 Trust Distributions and Obligations of Education or Support. No income or principal distribution of this trust or any trust created hereunder shall be used to discharge any legal obligation of the Settlor or of any Trustee or any beneficiary of the trust.

13.09 Trustee Powers. Any Trustee shall have the following powers to carry out the administration of the trust or any separate trust created hereunder. The Trustees shall have all powers obtained below in addition to any powers granted to Trustees under the laws of the governing jurisdiction.

- (a) Incorporation by reference of powers enumerated in NRS 163.265 to 163.410, inclusive; restriction on exercise of such powers.
 - (i) Except as otherwise expressly provided by a testator in a will or by a settlor in a trust instrument, all of the powers enumerated in NRS 163.265 to 163.410, inclusive, as they exist at the time that the testator signs the will or places his or her electronic signature on the will, if it is an electronic will, or at the time that the first settlor signs the trust instrument or places his or her electronic signature on the trust instrument, if it is an electronic trust, must be incorporated in such will or trust instrument as to the fiduciaries appointed under that will or trust with the same effect as though such language were set forth verbatim in the instrument. Incorporation of the powers contained in NRS 163.265 to 163.410, inclusive, must be in addition to and not in limitation of the common-law or statutory powers of the fiduciary.
 - (ii) A fiduciary shall not have or exercise any power or authority conferred as provided in NRS 163.260 to 163.410, inclusive, in such a manner as, in the aggregate, to deprive the trust or the estate involved of an otherwise available tax

exemption, deduction or credit, expressly including the marital deduction, or operate to impose a tax upon a donor or testator or other person as owner of any portion of the trust or estate involved. Notwithstanding any other provision of law, any power purportedly granted to a personal representative or a trustee, either in a will or a trust instrument, is void if having or exercising such power would deprive the will or trust of the intended tax consequences. "Tax" includes, but is not limited to, any federal income, gift, estate, generation skipping transfer or inheritance tax.

(iii) The powers enumerated in NRS 163.265 to 163.410, inclusive, may be incorporated by reference as to any fiduciary appointed in any other kind of instrument or agreement where a fiduciary is appointed.

(iv) As used in this section, "electronic will" has the meaning ascribed to it in NRS 132.119.

(b) Retention of property. A fiduciary may retain for such time as the fiduciary deems advisable any property, real or personal, which the fiduciary may receive, even though the retention of such property by reason of its character, amount, proportion to the total estate or otherwise would not be appropriate for the fiduciary apart from this provision.

(c) Sale, exchange or other disposition of property.

(i) A fiduciary may:

(1) Sell, exchange or give options upon, purchase or otherwise dispose of any property or interest therein which the fiduciary may hold from time to time, with or without order of court, at public or private sale or otherwise, on such terms and conditions, including credit, and for such consideration as the fiduciary deems advisable.

(2) Transfer and convey the property or interest therein which is at the disposal of the fiduciary, in fee simple, absolute or otherwise, free of all trust.

(ii) The person dealing with the fiduciary has no duty to follow the proceeds or other consideration received by the fiduciary from such sale or exchange.

(d) Investments; reinvestments; delegation of authority to invest.

(i) A fiduciary may invest and reinvest, as the fiduciary deems advisable:

(1) In stocks, common or preferred, bonds, debentures, notes, mortgages or other securities in or outside the United States;

(2) In insurance contracts on the life of any beneficiary or of any person in whom a beneficiary has an insurable interest, or in annuity contracts for any beneficiary;

(3) In any real or personal property;

(4) In investment trusts;

(5) In participations in common trust funds;

(6) In securities of any corporation, trust, association or fund:

(a) Which is engaged, or proposes to engage, in the business of investing, reinvesting, owning, holding or trading in securities;

(b) Whose assets are invested principally in cash or in securities of other issuers; and

- (c) Which is registered as an investment company with the Securities and Exchange Commission; and
- (7) Generally in such property as the fiduciary deems advisable, even though the investment is not of the character approved by applicable law but for this section.
- (ii) A fiduciary may delegate the authority to invest, but the fiduciary is not thereby relieved of any liability that exists in the absence of delegation.
- (e) Investments without diversification. A fiduciary may make investments which cause a greater proportion of the total property held by the fiduciary to be invested in investments of one type or of one company than would be considered appropriate for the fiduciary apart from this section.
- (f) Continuation of business.
- (i) A fiduciary may, to the extent and upon such terms and conditions and for such periods of time as the fiduciary deems necessary or advisable, continue or participate in the operation of any business or other enterprise, whatever its form of organization, including but not limited to the power to:
- (1) Effect incorporation, dissolution, or other change in the form of the organization of the business or enterprise;
 - (2) Dispose of any interest therein or acquire the interest of others therein;
 - (3) Contribute thereto or invest therein additional capital or to lend money thereto, in any such case upon such terms and conditions as the fiduciary may deem proper from time to time;
- (ii) Determine whether the liabilities incurred in the conduct of the business are chargeable solely to the part of the estate or trust set aside for use in the business or of the estate or trust as a whole; and
- (iii) In all cases in which the fiduciary is required to file accounts in any court or in any other public office, it is not necessary to itemize receipts and disbursements and distributions of property but it is sufficient for the fiduciary to show in the account a single figure or consolidation of figures; and the fiduciary may account for money and property received from the business and any payments made to the business in lump sum without itemization.
- (g) Formation of corporation, limited-liability company or other entity. A fiduciary may form a corporation, limited-liability company or other entity, and transfer, assign and convey to the corporation, limited-liability company or entity all or any part of the estate or of any trust property in exchange for the stock, securities or obligations of the corporation, limited-liability company or entity, and continue to hold the stock and securities and obligations.
- (h) Continuation of farming operation. A fiduciary may continue any farming operation received by the fiduciary pursuant to the will, trust or other instrument and do any and all things deemed advisable by the fiduciary in the management and maintenance of such farm and the production and marketing of crops and dairy, poultry, livestock, orchard and the forest products, including, but not limited to, the following powers:
- (i) To operate the farm with hired labor, tenants or sharecroppers;

- (ii) To lease or rent the farm for cash or for a share of the crops;
 - (iii) To purchase or otherwise acquire farm machinery and equipment and livestock;
 - (iv) To construct, repair and improve farm buildings of all kinds needed, in the fiduciary's judgment, for the operation of the farm;
 - (v) To make or obtain loans or advances at the prevailing rate or rates of interest for farm purposes such as for production, harvesting or marketing, or for the construction, repair or improvement of farm buildings, or for the purchase of farm machinery, equipment or livestock;
 - (vi) To employ approved soil conservation practices in order to conserve, improve and maintain the fertility and productivity of the soil;
 - (vii) To protect, manage and improve the timber and forest on the farm and sell the timber and forest products when it is to the best interest of the estate;
 - (viii) To ditch, dam and drain damp or wet fields and areas of the farm when and where needed;
 - (ix) To engage in the production of livestock, poultry or dairy products, and to construct such fences and buildings and plant such pastures and crops as may be necessary to carry on such operations;
 - (x) To market the products of the farm; and
 - (xi) In general, to employ good husbandry in the farming operation.
- (i) Management of real property. In the management of real property a fiduciary may:
- (i) Improve, manage, protect and subdivide any real property;
 - (ii) Dedicate or withdraw from dedication parks, streets, highways or alleys;
 - (iii) Terminate any subdivision or part thereof;
 - (iv) Borrow money for the purposes authorized by this section for such periods of time and upon such terms and conditions as to rates, maturities and renewals as the fiduciary deems advisable and mortgage or otherwise encumber any such property or part thereof, whether in possession or reversion;
 - (v) Lease any such property or part thereof to commence at the present or in the future, upon such terms and conditions, including options to renew or purchase, and for such period or periods of time as the fiduciary deems advisable although such period or periods may extend beyond the duration of the trust or the administration of the estate involved;
 - (vi) Make gravel, sand, oil, gas and other mineral leases, contracts, licenses, conveyances or grants of every nature and kind which are lawful in the jurisdiction in which such property lies;
 - (vii) Manage and improve timber and forests on such property, sell the timber and forest products, and make grants, leases and contracts with respect thereto;
 - (viii) Modify, renew or extend leases;
 - (ix) Employ agents to rent and collect rents;
 - (x) Create easements and release, convey or assign any right, title or interest with respect to any easement on such property or part thereof;
 - (xi) Erect, repair or renovate any building or other improvement on such property, and remove or demolish any building or other improvement in whole or in part; and

- (xii) Deal with any such property and every part thereof in all other ways and for such other purposes or considerations as it would be lawful for any person owning the same to deal with such property either in the same or in different ways from those specified elsewhere in this section.
- (j) Payment of taxes and expenses. A fiduciary may pay taxes, assessments, compensation of the fiduciary, and other expenses incurred in the collection, care, administration and protection of the trust or estate.
- (k) Receipt of additional property. A fiduciary may receive additional property from any source and administer such additional property as a portion of the appropriate trust or estate under the management of the fiduciary, but may not be required to receive such property without his or her consent.
- (l) Dealing with other fiduciaries. In dealing with one or more fiduciaries, a fiduciary may:
- (i) Sell property, real or personal, to, or exchange property with, the trustee of any trust which the decedent or the settlor or the settlor's spouse or any child of the settlor has created, for such estates and upon such terms and conditions as to sale price, terms of payment and security as to the fiduciary seem advisable. The fiduciary has no duty to follow the proceeds of any such sale.
 - (ii) Borrow money for such periods of time and upon such terms and conditions as to rates, maturities, renewals and securities as the fiduciary deems available from any trust created by the decedent or the spouse or child of the decedent, for the purpose of paying debts of the decedent, taxes, the cost of the administration of the estate and like charges against the estate, or any part thereof; or
- (m) Discharging the liability of any fiduciary thereof. A fiduciary may mortgage, pledge or otherwise encumber such portion of the estate or any trust as may be required to obtain the loan or loans and to renew the loans.
- (n) Borrowing money; renewing existing loans. A fiduciary may:
- (i) Borrow money for such periods of time and upon such terms and conditions as to rates, maturities, renewals and security as the fiduciary deems advisable, including the power of a corporate fiduciary to borrow from its own banking department, for the purpose of paying debts, taxes or other charges against the estate or any trust, or any part thereof;
 - (ii) Provide a guarantee by the trust or mortgage, pledge or otherwise encumber such portion of the estate or any trust as may be required to obtain loan or loans; and
 - (iii) Renew existing loans either as maker or endorser.
- (o) Advancing money. A fiduciary may advance money for the protection of the trust or estate, and for all expenses, losses and liabilities sustained in the administration of the trust or estate or because of the holding or ownership of any trust or estate assets, for which advances with any interest the fiduciary shall have a lien on the assets of the trust or estate as against a beneficiary.
- (p) Voting shares. A fiduciary may vote shares of stock owned by the estate or any trust at stockholders' meetings in person or by special, limited or general proxy, with or without power of substitution.

- (p) Registration in name of nominee. A fiduciary may hold a security in the name of a nominee or in other form without disclosure of the fiduciary relationship so that title to the security may pass by delivery, but the fiduciary shall be liable for any act of the nominee in connection with the stock so held.
- (q) Exercise of options, rights and privileges. A fiduciary may:
- (i) Exercise all options, rights and privileges to convert stocks, bonds, debentures, notes, mortgages or other property into other stocks, bonds, debentures, notes, mortgages or other property;
 - (ii) Subscribe for other or additional stocks, bonds, debentures, notes, mortgages or other property; and
 - (iii) Hold such stocks, bonds, debentures, notes, mortgages or other property so acquired as investments of the estate or trust so long as the fiduciary deems advisable.
- (r) Participation in reorganization. A fiduciary may:
- (i) Unite with other owners of property similar to any which may be held at any time in the decedent's estate or in any trusts in carrying out any plan for the consolidation or merger, dissolution or liquidation, foreclosure, lease or sale of the property, incorporation or reincorporation, reorganization or readjustment of the capital or financial structure of any corporation, company or association the securities of which may form any portion of an estate or trust;
 - (ii) Become and serve as a member of a stockholders or bondholders protective committee;
 - (iii) Deposit securities in accordance with any plan agreed upon;
 - (iv) Pay any expenses or sums of money that may be required for the protection or furtherance of the interest of the distributees of an estate or beneficiaries of any trust with reference to any such plan, and
 - (v) Receive as investments of any estate or any trust any securities issued as a result of the execution of such plan.
- (s) Reduction of interest rate. A fiduciary may reduce the interest rate from time to time on any obligation, whether secured or unsecured, constituting a part of an estate or trust.
- (t) Continuation of obligation. A fiduciary may continue any obligation, whether secured or unsecured, upon and after maturity with or without renewal or extension upon such terms as the fiduciary deems advisable, without regard to the value of the security, if any, at the time of such continuance.
- (u) Foreclosure; bidding in property. A fiduciary may:
- (i) Foreclose, as an incident to the collection of any bond, note or other obligation, any mortgage, deed of trust or other lien securing such bond, note or other obligation;
 - (ii) Bid in the property at such foreclosure sale, or acquire the property by deed from the mortgagor or obligor without foreclosure; and
 - (iii) Retain the property so bid in or taken over without foreclosure.
- (v) Insurance. A fiduciary may carry such insurance coverage, including public liability, for such hazards and in such amounts, either in stock companies or in mutual companies, as the fiduciary deems advisable.

- (w) Collections. A fiduciary may collect, receive and receipt for rents, issues, profits and income of an estate or trust.
- (x) Litigation, compromise or abandonment of claim. A fiduciary may compromise, adjust, arbitrate, sue on or defend, abandon or otherwise deal with and settle claims in favor of or against the estate or trust as the fiduciary deems advisable, and the fiduciary's decision shall be conclusive between the fiduciary and the beneficiaries of the estate or trust and the person against or for whom the claim is asserted, in the absence of fraud by such person, and, in the absence of fraud, bad faith or gross negligence of the fiduciary, shall be conclusive between the fiduciary and the beneficiaries of the estate or trust.
- (y) Employment and compensation of persons. A fiduciary may employ and compensate, out of income or principal or both and in such proportion as the fiduciary deems advisable, persons deemed by the fiduciary needful to advise or assist in the proper settlement of the estate or administration of any trust, including, but not limited to, agents, accountants, brokers, attorneys at law, attorneys-in-fact, investment brokers, rental agents, realtors, appraisers and tax specialists; and do so without liability for any neglect, omission, misconduct or default of such agent or representative if he or she was selected and retained with due care on the part of the fiduciary.
- (z) Acquisition and holding of property of two or more trusts undivided.
- (i) A fiduciary may:
- (1) Acquire, receive, hold and retain the principal of several trusts created by a single instrument undivided until division becomes necessary in order to make distribution.
 - (2) Manage, invest, reinvest and account for the several shares or parts of shares by appropriate entries in the fiduciary's books of account, and allocate to each share or part of share its proportionate part of all receipts and expenses.
- (ii) The provisions of this section shall not defer the vesting in possession of any share or part of share of the estate or trust.
- (aa) Establishment and maintenance of reserves.
- (i) A fiduciary may:
- (1) Set up proper and reasonable reserves for taxes, assessments, insurance premiums, depreciation, obsolescence, amortization, depletion of mineral or timber properties, repairs, improvements and general maintenance of buildings or other property out of rents, profits or other income received; and
 - (2) Set up reserves also for the equalization of payments to or for beneficiaries.
- (ii) The provisions of this section shall not affect the ultimate interests of beneficiaries in such reserves.
- (bb) Distribution in cash or kind.
- (i) A fiduciary may:
- (1) Make distribution of capital assets of the estate or trust in kind or in cash, or partially in kind and partially in cash, in divided or undivided interests,

- as the fiduciary finds to be most practicable and for the best interests of the distributees; and
- (2) Determine the value of capital assets for the purpose of making distribution thereof if and when there is more than one distributee thereof, which determination shall be binding upon the distributees unless clearly capricious, erroneous and inequitable.
- (ii) The fiduciary shall not exercise any power under this section unless the fiduciary holds title to or an interest in the property to be distributed and is required or authorized to make distribution thereof.
- (cc) Payment to or for minor or incapacitated person. A fiduciary may:
- (i) Make payments in money, or in property in lieu of money, to or for a minor or incapacitated person in any one or more of the following ways:
 - (1) Directly to the minor or incapacitated person.
 - (2) To apply directly in payment for the support, maintenance, education and medical, surgical, hospital or other institutional care of the minor or incapacitated person.
 - (3) To the legal or natural guardian of the minor or incapacitated person.
 - (4) To any other person, whether or not appointed guardian of the person by any court, who has, in fact, the care and custody of the person of the minor or incapacitated person.
 - (ii) The fiduciary has no duty to see to the application of the payments so made, if the fiduciary exercises due care in the selection of the person, including the minor or incapacitated person, to whom the payments were made, and in the exercise of his full discretion to the fiduciary.
- (dd) Apportionment or allocation of receipts and expenses. A fiduciary may determine:
- (i) What is principal and what is income of any estate or trust and may allocate or apportion receipts and expenses as between principal and income in the exercise of the fiduciary's discretion, and, by way of illustration and no limitation of the fiduciary's discretion, may charge premiums on securities purchased at a premium against principal or income or partly against each.
 - (ii) Whether to apply stock dividends and other noncash dividends to income or principal or apportion them as the fiduciary deems advisable.
 - (iii) What expenses, costs, taxes (other than estate, inheritance and succession taxes) and other governmental charges shall be charged against principal or income or apportioned between principal and income and in what proportions.
- (ee) Execution of contract or other instrument. A fiduciary may make contracts and execute instruments, under seal or otherwise, as may be necessary in the exercise of the powers herein granted.

13.10 Subchapter S Stock. The Trustees shall also have the power to deal with any S Corporation stock (defined as stock in any corporation where an S election has been made for federal income tax purposes) that is contributed to this trust in the following manner. If any S Corporation stock is contributed to this trust and then is allocated and transferred to any subtrust or other trust that does not qualify as an S corporation shareholder (or if the

original trust does not qualify as an S Corporation shareholder), then the Trustees shall have the ability to elect to treat this trust as an "electing small business trust" as defined in Internal Revenue Code Section 1361(e). If the Trustees do not make that election or if any such trust does not qualify as an electing small business trust, then this trust shall be administered as two separate trusts. One trust shall consist of the S Corporation stock and the other trust shall consist of all other assets allocated to the original trust. The trust holding every other asset other than the S Corporation stock shall have the same terms as this original trust. The trust holding the S Corporation stock shall be held and administered as set forth below.

(a) The trust holding the S Corporation stock shall have the same terms and conditions as the original trust except to the extent not otherwise provided: (i) there shall be only one income beneficiary of such trust; (ii) all trust income shall be paid to the beneficiary in convenient, regular installments, but not less frequently than quarterly; (iii) the income interest of the beneficiary shall terminate upon the earlier of such beneficiary's death or termination of the trust; and (iv) any power of appointment granted to the beneficiary shall only be exercisable in the beneficiary's last will and testament expressly exercising such power.

(b) Payments for the support and maintenance of the beneficiary, pursuant to the original trust terms, shall be made only to the income beneficiary and may be made from the trust holding S Corporation stock, the trust holding the other assets, or both as the Trustees deem appropriate.

(c) It is the Settlor's intention that the trust holding the S Corporation stock qualify under Section 1361(d)(5) of the Internal Revenue Code. Any provision of the trust holding S Corporation stock that seems to conflict with the Settlor's intention to qualify that trust under this Internal Revenue Code section shall be interpreted as to accomplish this intention to qualify the trust holding the S Corporation stock.

13.11 Substance Abuse by Beneficiary. If the Trustees reasonably believe that any beneficiary of any trust created under this document regularly uses illegal drugs or other illegal substances or is clinically dependent upon the use of alcohol, illegal drugs, or any other similar type of substance, then notwithstanding any requirement or obligation set forth in this document to distribute income and/or principal to the beneficiary, the Trustees may withhold any or all of the distribution of income and/or principal until the beneficiary ceases the use of any such illegal substance or goes through counseling or other therapy decided on by the Trustees that is designed to aid the beneficiary in this regard. The Trustees shall have the power and ability to require that any beneficiary of any trust created under this document go through drug testing in order to determine whether distributions should be withheld under this paragraph. The trust shall pay for any expenses incurred in the testing or therapy that is designed to fulfill the purpose of this paragraph.

13.12 Financial Management Training. In addition to any of the other requirements set forth herein, prior to any beneficiary receiving any distribution from this trust or subtrust, the Trustees of the trust or subtrust shall require the beneficiary to successfully complete financial management training through Crown Financial Ministries or another Christian

ministry whose focus is on financial management training from a Christian worldview. Any type of Christian financial management training other than Crown Financial Ministries must be approved by the Trust Protector. If there is no Trust Protector or the Trust Protector is not willing to select an organization to handle the financial management training, then the adult beneficiaries of the trust, by majority vote, shall select an organization to handle the financial management training.

13.13 Special Distributions. The Trustees, at the direction of the Trust Protector, shall have the power to make the following distributions to a beneficiary, pay for the benefit of any beneficiary, or make distributions out of the Pooled Trust or any separate trust, for any of the following described people or organizations for the specific reasons as set forth in this section.

- (a) Family Reunion. Each year the trust shall provide for an annual family reunion that will involve lineal descendants and their spouses. The purpose of the reunion will be to inspire and equip all generations with these core values: living out the Word of God, collaboration, the heritage of family, developing future leaders, excellence with humility, formative experiences, sanctuary and solitude, and familiarity.
- (b) Mission Trips. It is the desire of the Settlers that all of the beneficiaries of this trust be able to make as many mission trips, whether domestically or internationally, as they desire to do so for the sole purpose of fulfilling the Great Commission in Matthew 28:19 based on the Lord's command to go forth and make disciples of all of the nations; the Settlers wish to encourage any and all beneficiaries to take mission trips to evangelize and support missionaries both domestically and internationally; to support the missionary activities; and to aid any church or other religious organization in the furthering of the kingdom of Jesus Christ, and the trust shall pay for all expenses associated with any such mission trip in furtherance of this biblical mandate.
- (c) Christian Education. Second Peter 3:18 calls believers to grow in the grace and knowledge of our Lord Jesus Christ. Based on this biblical command, it is the desire of the Settlers that any and all beneficiaries who wish to grow in biblical training and education be allowed to do so, and the trust shall pay for any and all expenses associated with religious training in any form. Specifically, and not as an exclusive list but for purposes of examples only, the trust is authorized to pay for any and all expenses associated with learning about church history, biblical languages, theology, evangelism, mission work both domestic and international, apologetics, philosophy, stewardship, counseling, and any other biblical theme or idea that can be used by the beneficiary in his or her own life or used to benefit the lives of others. Any such training can be done at the college or university level, at a seminary, through a denomination's own training programs, or any other way or method that the beneficiary can grow in the knowledge of Jesus Christ. The decision shall be solely within the Trustees' power, but the Settlers encourage the beneficiaries to seek the Lord and to use this training to bring every thought captive to the Lordship of Christ, as Paul stated in 2 Corinthians 10:5.

- (d) Faith-Based Activities. The trust shall pay for other activities which are not expressly stated but will further develop the Christian faith of the beneficiary and further the gospel of Jesus Christ: Christian camps, discipleship training, and any other church-related activities.

ARTICLE FOURTEEN

TRUST PROTECTOR PROVISIONS

14.01 Designated Trust Protectors. Deborah Kathleen Williams is nominated as the initial Trust Protector of this trust. If at any time Deborah Kathleen Williams is not able or is not willing to serve as Trust Protector, then Eric Thomas Nelson shall serve as the successor Trust Protector of this trust. The last acting Trust Protector shall also have the ability to nominate one or more successor Trust Protectors in a signed writing if there is no other named successor Trust Protector to take over for the acting Trust Protector. Notwithstanding anything to the contrary in this document or under the laws of the State of Nevada, the Trust Protector shall not be considered a fiduciary, and any actions taken by a Trust Protector shall be done in a non-fiduciary duty capacity.

14.02 Appointment of Trust Protectors. If at any time there is no acting Trust Protector of this trust or of any separate trust created hereunder for a beneficiary described above, then the following, in the order listed, shall have the ability to appoint a new Trust Protector to serve over the trust or separate trust:

- (a) The Settlers
- (b) The prior Trust Protector, by written document appointing a new Trust Protector
- (c) The adult beneficiaries of the trust or separate trust, by majority vote

14.03 Removal of Trust Protector. At any time during the Settlers' lifetimes, they shall both have the ability to remove the Trust Protector for any reason and at any time.

14.04 Compensation of Trust Protectors. The Trust Protectors shall be paid a reasonable fee for their services as the Trust Protectors under this document.

14.05 Bond. The Trust Protector shall not be required to obtain a bond in order to serve as Trustees hereunder.

14.06 Resignation of Trust Protector. Any Trust Protector may resign at any time by giving a written notice to the acting Trustees named in the document or, if none, to the persons authorized to designate a successor Trustee and to the adult beneficiaries of this trust. Any such resignation shall be effective upon the knowledge of and receipt of the written resignation by the person identified in this paragraph and either the appointment of a successor Trust Protector if one is not named or the acceptance to serve as Trust Protector of a successor Trust Protector.

14.07 Trust Protector Powers. Any Trust Protector shall have the following powers to aid the Trustees in carrying out the administration of the trust or any separate trust created hereunder. The Trust Protector shall have all powers outlined below in addition to any powers granted to Trust Protectors under the laws of the governing jurisdiction:

- (a) The power to appoint new Trustees to serve as Trustee of the trust or any separate trust created hereunder. Any appointed Trustee may be an individual, corporation, or other entity with the power to serve in the capacity of Trustee as set forth in this trust.
- (b) The power to remove any Trustees serving as Trustee of the trust or of any separate trust created hereunder for any reason or for no reason at all.
- (c) The power to change the governing situs of the trust. If the acting Trustees do not want to move the situs of the trust to a different jurisdiction and the Trust Protector does, then the decision of the Trust Protector with regard to the governing situs shall apply to the administration of this trust.
- (d) The power to make any decisions or exercise any powers granted elsewhere in this document.
- (e) The power to cast any tie-breaking vote on any decision binding the trust when there is an even number of current Trustees serving and those Trustees are evenly split on any decision with no other way of breaking the tie. The Trust Protector shall not be liable for any results from the final decision and shall only act in this manner so as to prevent the trust from having to seek out a court order of the decision that the Trustees disagree on.

SAMPLE

ARTICLE FIFTEEN

GENERAL PROVISIONS

15.01 Maximum Duration of Trust. This trust shall remain in existence for the longest period of time that a trust may be in existence under any such rule against perpetuities that exists under the laws of the State of Nevada or any other laws that this trust becomes subject to during its existence. As of the date of execution of this document, under section 111.1031 of the Nevada Revised Statutes, the maximum length of time is three hundred sixty-five (365) years.

15.02 Severability Clause. If any provision of this trust is unenforceable or illegal under the laws of the governing jurisdiction, the remaining provisions shall remain in full effect.

15.03 Trust Accountings. The Trustees are not required to file accountings in any jurisdiction except for any required accountings under the governing law that applies to the trust and when any Court with jurisdiction mandates that a trust accounting be filed with the court.

15.04 Recommended Mediation. In the unlikely event there should be any disagreement or dispute with respect to this trust, the Settlers would be deeply disappointed if the estate that they have left for the benefit of their loved ones negatively impacted their relationships with one another. Therefore, it is the Settlers' fervent wish and directive that any such disagreement or dispute be resolved with the utmost civility, decency, and consideration and that all parties work to resolve it by mediation in good faith with the help of a neutral Christian third-party mediator in keeping with Matthew 18:15-20 and 1 Corinthians 6:1-7. It would be to the Settlers' profound and deep sorrow that what they have provided to benefit their loved ones led to any injury in their relationship. The trust will pay for any and all costs of any such mediation between any of the beneficiaries. The Trust Protector shall decide which organization or party shall handle the mediation process and by what rules the mediation shall be conducted. If there is no Trust Protector then the Trustees of the trust shall decide which organization or party shall handle the mediation process and by what rules the mediation shall be conducted unless the dispute involves one or all of the Trustees. In the event that the dispute involves one or more of the Trustees, then instead of the Trustees choosing the organization or party to handle the mediation and the rules by which the mediation shall be handled, the organization that shall handle the mediation process and choose the rules by which the mediation shall be handled will be Peacemaker Ministries.

15.05 Determination of Principal and Income. The rights among beneficiaries in matters concerning principal and income are to be determined in accordance with the relevant Principal and Income Act that is in effect under Nevada law. If the Nevada Principal and Income Act does not contain a provision concerning a particular item, the Trust shall determine with respect to that item what will be created, charged, and apportioned between principal and income in a fair, equitable and practical manner.

15.06 Spendthrift Provision. The interest of any beneficiary under this trust or under any separate trust created for a beneficiary under the provisions set forth above shall not be transferable for any reason due to any kind of assignment or operation of law. The assets in the trust shall be held by the Trustees and protected from any claims of creditors due to an attachment action, execution, bankruptcy action, or any other legal process. If any transfer is made that would violate this section, then the Trustees shall suspend any income, principal, or income and principal distributions to the beneficiary until the creditor issue or issues are resolved. During any time that the distributions to the beneficiary are suspended under this spendthrift provision, the Trustees shall be able to pay the income and/or principal of the trust for the benefit of the beneficiary, and in his, her, or its sole discretion have the ability to make payments of each for the benefit of the beneficiary.

15.07 No-Contest Clause. If any beneficiary of this trust or any separate trust created hereunder contests the validity of the trust or separate trust or attacks any of the bequests or gifts described inside by court action or any other manner, then it is Settlers' intention that the contesting or attacking beneficiary be treated as though they and their heirs and issue have predeceased the Settlers for purposes of receiving any kind of beneficial interest from the estate. This section shall be construed in accordance with Section 163.00195 of the

Nevada Revised Statutes. It is the Settlers' desire that this section be enforced to the greatest extent possible under Nevada law.

The Trustees are hereby instructed to use any or all of the trust assets to defend any kind of contest or attack from any of the beneficiaries, and any such expenses shall be first allocated to and deducted from the share of the estate that would otherwise go to the beneficiary who is bringing the contest and/or attack.

15.08 Gender and Number. Except when the context in this trust requires otherwise, the singular includes the plural, and the masculine gender includes the feminine and the neuter when referring to executors, trustees, guardians, or custodians.

15.09 Headings. Clause headings are for convenience and reference only and shall not be used to interpret the provisions of this trust.

15.10 Simultaneous Death. If any beneficiary under this trust and the Settlers die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or the Settlers died first, then the bequest shall be construed based upon the presumption given under this state's laws regarding simultaneous death. If the state where this trust is being administered does not have a presumption with regard to whether the beneficiary survived the Settlor or not, then the Settlers shall be deemed to have survived that beneficiary, and this trust shall be construed accordingly.

15.11 Definition of Incapacity. As used in this trust, incapacity or incapacitated means a person operating under a legal disability such as a duly established conservatorship, or a person who is unable to do either of the following: (a) provide properly for that person's own needs for physical health, food, clothing, or shelter; or (b) manage substantially that person's own financial resources, or resist fraud or undue influence. The determination of incapacity shall be made by the Trustees during the trust administration.

15.12 Choice of Law. All questions concerning the validity and interpretation of this trust, including any separate trusts created hereunder, shall be governed by the laws of the State of Nevada.

15.13 Definition of Children. Whenever this instrument uses the term child or children, unless otherwise stated in the context of the term, the term shall include any adopted children that both Settlers have legally adopted during their joint lifetimes. Any children born or adopted after the execution of this document shall also be included in the definition of child or children as used herein so long as the child or children were born to or adopted to both Settlers. Any after born or after adopted child or children to only one Settlor shall be considered to be the heir, descendant, or included in the definition of child or children for that Settlor alone.

ARTICLE SIXTEEN

EXECUTION OF TRUST

16.01 Execution. We certify that we have read the above provisions and that they provide the manner in which the assets transferred to this trust shall be held and administered on behalf of the beneficiaries of this trust by the Trustees. The Trustees, by their signatures below, hereby agree to be bound by all of the provisions of this trust and agree to faithfully carry out the Settlor's wishes regarding the administration of the trust property.

Executed on _____, 20____.

John Robert Doe, Settlor and Trustee

Mary Elizabeth Doe, Settlor and Trustee

SAMPLE

SCHEDULE A

Community Property in Trust

Bank Account: First Bank
Description: Checking
Account Number: 9999999999
Balance: \$10,000

Real Estate Property: Residence
1000 Main Street
City, California 99999
Market Value: \$250,000
Outstanding Debt: \$100,000

Real Estate Property: Rental Property
1500 Main Street
City, California 99999
Market Value: \$150,000
Outstanding Debt: \$50,000

Investment Account: Financial Institution
Contact Info: (999) 999-9999
Description: Brokerage Account
Account Number: 999999-9999
Balance: \$100,000

Miscellaneous Personal Property: \$50,000

SAMPLE

SCHEDULE B

John Robert Doe Property in Trust

Investment Account: Financial Institution

Contact Info: (999) 999-9999

Description: Brokerage Account

Account Number: 9999999999

Balance: \$50,000



SCHEDULE C

Mary Elizabeth Doe Property in Trust

Investment Account: Financial Institution

Contact Info: (999) 999-9999

Description: Brokerage Account

Account Number: 9999999999

Balance: \$50,000



SCHEDULE D

Beneficiary Contact Information

Throughout the trust (that this Schedule is attached to), there are references to certain beneficiaries who will receive anything from a specific bequest of personal property to a portion of the remainder of the estate. Instead of inserting that beneficiary's contact information inside of the trust, the Settlers have assembled this list of beneficiaries' contact information in order to provide a starting point for the Trustees to contact these individuals. Even if a beneficiary's contact information changes and is not updated in this Schedule, it is not the Settlers intention to disinherit or change the bequest to that beneficiary unless the bequest in the trust is changed.

David Eric Doe born on February 4, 1994

Paul Christian Doe born on November 15, 1996

Jennifer Amy Doe born on February 21, 1999

Grace Ministries

1000 Main Street

City, California 99999

Ph: (999) 999-9999

SAMPLE

SCHEDULE E

Memorandum of Personal Property

To: The Acting Trustees of The Doe Family Trust

From: John Robert Doe

As provided in The Doe Family Trust, I have retained the right to use a memorandum as a way to direct the Trustees as to how to dispose of certain items of personal property at my death. Upon the death of John Robert Doe, I desire that the following property be distributed to the following individuals listed below as quickly as possible during the trust administration process on my death. If any listed beneficiary below predeceases me, then this bequest shall lapse, and the item shall be added back to my estate.

PERSONAL PROPERTY ITEM

BENEFICIARY

SAMPLE

Dated: _____

_____ John Robert Doe

SCHEDULE E

Memorandum of Personal Property

To: The Acting Trustees of The Doe Family Trust
From: Mary Elizabeth Doe

As provided in The Doe Family Trust, I have retained the right to use a memorandum as a way to direct the Trustees as to how to dispose of certain items of personal property at my death. Upon the death of Mary Elizabeth Doe, I desire that the following property be distributed to the following individuals listed below as quickly as possible during the trust administration process on my death. If any listed beneficiary below predeceases me, then this bequest shall lapse, and the item shall be added back to my estate.

PERSONAL PROPERTY ITEM

BENEFICIARY

SAMPLE

Dated: _____

Mary Elizabeth Doe

ADMINISTRATIVE CONTACT INFORMATION

Successor Trustee:

Mark Allen Thompson
5400 Third Street
City, State 99999
(999) 999-9999

Alternate Trustee:

Julie Marie Robinson
7200 Park Avenue
City, State 99999
(999) 999-9999

Trust Protector:

Deborah Kathleen Williams
3400 Oak Street
City, State 99999
(999) 999-9999

Alternate Trust Protector:

Eric Thomas Nelson
1234 Lake Street
City, State 99999
(999) 999-9999

John Robert Doe's Successor Executor:

Mark Allen Thompson
5400 Third Street
City, State 99999
(999) 999-9999

John Robert Doe's Alternate Executor:

Julie Marie Robinson
7200 Park Avenue
City, State 99999
(999) 999-9999

Mary Elizabeth Doe's Successor Executor:

Mark Allen Thompson
5400 Third Street
City, State 99999
(999) 999-9999

Mary Elizabeth Doe's Alternate Executor:

Julie Marie Robinson

7200 Park Avenue

City, State 99999

(999) 999-9999

Guardian:

Noel Julie Cook

2200 Center Street

City, State 99999

Alternate Guardian:

Dan Brian Morris

3300 Second Street

City, State 99999



SAMPLE

OTHER ASSETS NOT IN TRUST

Retirement Account: Financial Institution
Contact Info: (999) 999-9999
Owned by: John Robert Doe
Account Type: 401(k)
Account Description: John's Retirement Account
Account Number: 9999999999
Balance: \$500,000

Retirement Account: Financial Institution
Contact Info: (999) 999-9999
Owned by: Mary Elizabeth Doe
Account Type: Traditional IRA
Account Description: Mary's Retirement Account
Account Number: 9999999999
Balance: \$500,000

Life Insurance: Life Insurance Company
Contact Info: (999) 999-9999
Owned by: John Robert Doe
Description: John's Whole Life Policy
Account Number: 9999999999
Insured: John Robert Doe
Death Benefit: \$500,000

Life Insurance: Life Insurance Company
Contact Info: (999) 999-9999
Owned by: Mary Elizabeth Doe
Description: Mary's Term Life Policy
Account Number: 9999999999
Insured: Mary Elizabeth Doe
Death Benefit: \$500,000



CERTIFICATE OF TRUST

1. **Name of Trust.** The Doe Family Trust was created by the Settlers on _____, 20____, and is the document that this Certificate of Trust summarizes for purposes of funding assets into the trust or for any other purpose that requires an identification of the trust and the relevant trust provisions.
2. **Settlers.** The Settlers of the trust are John Robert Doe and Mary Elizabeth Doe.
3. **Trustees.** The currently acting Trustees of the trust are John Robert Doe and Mary Elizabeth Doe.
4. **Trust Is Revocable.** The Settlers have the power to revoke or amend the trust during their lifetimes.
5. **Taxpayer Identification Number.** The taxpayer identification number for the trust is _____.
6. **Declarations Regarding Trust.** The trust is in effect as of the date of this Certificate, and it has not been modified, revoked, or amended in any way so as to make any of these declarations incorrect.
7. **Trustee Powers.** The provisions of the trust that contain the Trustees powers are attached as **Schedule A** to this Certificate of Trust.
8. **Waiver of Claim.** The Settlers and Trustees waive any action against any person or organization that relies on this Certificate of Trust, and they shall be held harmless for any resulting loss or liability from such reliance.
9. **Validity of Copies of This Certification.** A copy of this Certificate of Trust shall be as valid as an original copy for funding the trust or for any other reason.
10. **Actions by Trustees.** While the above named Trustees are serving, either may act independently to bind the trust.

The Trustees and Settlers have signed this Certificate of Trust effective the date and year first above written and executed by each of us on the dates set forth below.

Dated: _____

John Robert Doe, Settlor and Trustee

Mary Elizabeth Doe, Settlor and Trustee

NOTARY ACKNOWLEDGMENT

STATE OF NEVADA)

)

COUNTY OF _____)

On this _____ day of _____, in the year 20____, before me, _____ (here insert name of notary public) personally appeared John Robert Doe and Mary Elizabeth Doe personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.

NOTARY SEAL

(Signature of Notary Public)

SCHEDULE A

Trustee Powers

Any Trustee shall have the following powers to carry out the administration of the trust or any separate trust created hereunder. The Trustees shall have all powers outlined below in addition to any powers granted to Trustees under the laws of the governing jurisdiction.

- (a) Incorporation by reference of powers enumerated in NRS 163.265 to 163.410, inclusive; restriction on exercise of such powers.
- (i) Except as otherwise expressly provided by a testator in a will or by a settlor in a trust instrument, all of the powers enumerated in NRS 163.265 to 163.410, inclusive, as they exist at the time that the testator signs the will or places his or her electronic signature on the will, if it is an electronic will, or at the time that the first settlor signs the trust instrument or places his or her electronic signature on the trust instrument, if it is an electronic trust, must be incorporated in such will or trust instrument as to the fiduciaries appointed under that will or trust with the same effect as though such language were set forth verbatim in the instrument. Incorporation of the powers contained in NRS 163.265 to 163.410, inclusive, must be in addition to and not in limitation of the common-law or statutory powers of the fiduciary.
- (ii) A fiduciary shall not have or exercise any power or authority conferred as provided in NRS 163.260 to 163.410, inclusive, in such a manner as, in the aggregate, to deprive the trust or the estate involved of an otherwise available tax exemption, deduction or credit, expressly including the marital deduction, or operate to impose a tax upon a donor or testator or other person as owner of any portion of the trust or estate involved. Notwithstanding any other provision of law, any power purportedly granted to a personal representative or a trustee, either in a will or trust instrument, that is void if exercising or exercising such power would deprive the will or trust of the intended tax consequences, "Tax" including, but not limited to, any federal income gift, estate, generation skipping transfer, inheritance and tax.
- (iii) The powers enumerated in NRS 163.265 to 163.410, inclusive, may be incorporated by reference as to any fiduciary appointed in any other kind of instrument or agreement where a fiduciary is appointed.
- (iv) As used in this section, "electronic will" has the meaning ascribed to it in NRS 132.119.
- (b) Retention of property. A fiduciary may retain for such time as the fiduciary deems advisable any property, real or personal, which the fiduciary may receive, even though the retention of such property by reason of its character, amount, proportion to the total estate or otherwise would not be appropriate for the fiduciary apart from this provision.
- (c) Sale, exchange or other disposition of property.
- (i) A fiduciary may:
- (1) Sell, exchange, give options upon, partition or otherwise dispose of any property or interest therein which the fiduciary may hold from time to time, with or without order of court, at public or private sale or otherwise, upon such terms and conditions, including credit, and for such consideration as the fiduciary deems advisable.
 - (2) Transfer and convey the property or interest therein which is at the disposal of the fiduciary, in fee simple, absolute or otherwise, free of all trust.
- (ii) The person dealing with the fiduciary has no duty to follow the proceeds or other consideration received by the fiduciary from such sale or exchange.
- (d) Investments; reinvestments; delegation of authority to invest.
- (i) A fiduciary may invest and reinvest, as the fiduciary deems advisable:
- (1) In stocks, common or preferred, bonds, debentures, notes, mortgages or other securities in or outside the United States;
 - (2) In insurance contracts on the life of any beneficiary or of any person in whom a beneficiary has an insurable interest, or in annuity contracts for any beneficiary;

- (3) In any real or personal property;
 - (4) In investment trusts;
 - (5) In participations in common trust funds;
 - (6) In securities of any corporation, trust, association or fund:
 - (a) Which is engaged, or proposes to engage, in the business of investing, reinvesting, owning, holding or trading in securities;
 - (b) Whose assets are invested principally in cash or in securities of other issuers; and
 - (c) Which is registered as an investment company with the Securities and Exchange Commission; and
 - (7) Generally in such property as the fiduciary deems advisable, even though the investment is not of the character approved by applicable law but for this section.
- (ii) A fiduciary may delegate the authority to invest, but the fiduciary is not thereby relieved of any liability that exists in the absence of delegation.
- (e) Investments without diversification. A fiduciary may make investments which cause a greater proportion of the total property held by the fiduciary to be invested in investments of one type or of one company than would be considered appropriate for the fiduciary apart from this section.
- (f) Continuation of business.
- (i) A fiduciary may, to the extent and upon such terms and conditions and for such periods of time as the fiduciary deems necessary or advisable, continue or participate in the operation of any business or other enterprise, whatever its form of organization, including but not limited to the power to:
 - (1) Effect incorporation, dissolution, or other change in the form of the organization of the business or enterprise;
 - (2) Dispose of any interest therein or acquire the interest of others therein;
 - (3) Contribute therefor or invest the additional capital or to lend money therefor, or to purchase upon such terms and conditions as the fiduciary approves from time to time; or
 - (ii) Determine whether the liabilities incurred in the conduct of the business are to be chargeable solely to the part of the trust or trust set aside for the business or to the estate or trust as a whole.
- (g) In cases in which the fiduciary is required to file accounts in any court or in any other public office, it is not necessary to itemize receipts and disbursements and of property received; it is sufficient for the fiduciary to show in the account a single figure or consolidation of figures; and the fiduciary may account for money and property received from the business and any payments made to the business in lump sum without itemization.
- (g) Formation of corporation, limited-liability company or other entity. A fiduciary may form a corporation, limited-liability company or other entity, and transfer, assign and convey to the corporation, limited-liability company or entity all or any part of the estate or of any trust property in exchange for the stock, securities or obligations of the corporation, limited-liability company or entity, and continue to hold the stock and securities and obligations.
- (h) Continuation of farming operation. A fiduciary may continue any farming operation received by the fiduciary pursuant to the will, trust or other instrument and do any and all things deemed advisable by the fiduciary in the management and maintenance of such farm and the production and marketing of crops and dairy, poultry, livestock, orchard and the forest products, including, but not limited to, the following powers:
- (i) To operate the farm with hired labor, tenants or sharecroppers;
 - (ii) To lease or rent the farm for cash or for a share of the crops;
 - (iii) To purchase or otherwise acquire farm machinery and equipment and livestock;
 - (iv) To construct, repair and improve farm buildings of all kinds needed, in the fiduciary's judgment, for the operation of the farm;
 - (v) To make or obtain loans or advances at the prevailing rate or rates of interest for farm purposes such as for production, harvesting or marketing, or for the construction, repair or improvement of farm buildings, or for the purchase of farm machinery, equipment or livestock;

- (vi) To employ approved soil conservation practices in order to conserve, improve and maintain the fertility and productivity of the soil;
 - (vii) To protect, manage and improve the timber and forest on the farm and sell the timber and forest products when it is to the best interest of the estate;
 - (viii) To ditch, dam and drain damp or wet fields and areas of the farm when and where needed;
 - (ix) To engage in the production of livestock, poultry or dairy products, and to construct such fences and buildings and plant such pastures and crops as may be necessary to carry on such operations;
 - (x) To market the products of the farm; and
 - (xi) In general, to employ good husbandry in the farming operation.
- (i) Management of real property. In the management of real property a fiduciary may:
- (i) Improve, manage, protect and subdivide any real property;
 - (ii) Dedicate or withdraw from dedication parks, streets, highways or alleys;
 - (iii) Terminate any subdivision or part thereof;
 - (iv) Borrow money for the purposes authorized by this section for such periods of time and upon such terms and conditions as to rates, maturities and renewals as the fiduciary deems advisable and mortgage or otherwise encumber any such property or part thereof, whether in possession or reversion;
 - (v) Lease any such property or part thereof to commence at the present or in the future, upon such terms and conditions, including options to renew or purchase, and for such period or periods of time as the fiduciary deems advisable although such period or periods may extend beyond the duration of the trust or the administration of the estate involved;
 - (vi) Make gravel, sand, oil, gas and other mineral leases, contracts, licenses, conveyances or grants of every nature and kind which are lawful in the jurisdiction in which such property lies;
 - (vii) Manage and improve timber and forests on such property, sell the timber and forest products, and make gravel leases and contracts with respect to such property;
 - (viii) Modify any lease or other leases;
 - (ix) Employ agents to rent and collect rents;
 - (x) Create easements and leases, convey or assign title or interest with respect to any leasehold interest in property or part thereof;
 - (xi) Erect, repair or renovate any building or other improvement on such property, and remove or demolish any building or other improvement in whole or in part; and
 - (xii) Deal with any such property and every part thereof in all other ways and for such other purposes or considerations as it would be lawful for any person owning the same to deal with such property either in the same or in different ways from those specified elsewhere in this section.
- (j) Payment of taxes and expenses. A fiduciary may pay taxes, assessments, compensation of the fiduciary, and other expenses incurred in the collection, care, administration and protection of the trust or estate.
- (k) Receipt of additional property. A fiduciary may receive additional property from any source and administer such additional property as a portion of the appropriate trust or estate under the management of the fiduciary, but may not be required to receive such property without his or her consent.
- (l) Dealing with other fiduciaries. In dealing with one or more fiduciaries, a fiduciary may:
- (i) Sell property, real or personal, to, or exchange property with, the trustee of any trust which the decedent or the settlor or the settlor's spouse or any child of the settlor has created, for such estates and upon such terms and conditions as to sale price, terms of payment and security as to the fiduciary seem advisable. The fiduciary has no duty to follow the proceeds of any such sale.
 - (ii) Borrow money for such periods of time and upon such terms and conditions as to rates, maturities, renewals and securities as the fiduciary deems available from any trust created by the decedent, or the spouse or child of the decedent, for the purpose of:
 - (1) Paying debts of the decedent, taxes, the costs of the administration of the estate and like charges against the estate, or any part thereof; or
 - (2) Discharging the liability of any fiduciary thereof. A fiduciary may mortgage, pledge or otherwise encumber such portion of the estate or any trust as may be required to obtain the loan or loans and to renew the loans.

- (m) Borrowing money; renewing existing loans. A fiduciary may:
- (i) Borrow money for such periods of time and upon such terms and conditions as to rates, maturities, renewals and security as the fiduciary deems advisable, including the power of a corporate fiduciary to borrow from its own banking department, for the purpose of paying debts, taxes or other charges against the estate or any trust, or any part thereof;
 - (ii) Provide a guarantee by the trust or mortgage, pledge or otherwise encumber such portion of the estate or any trust as may be required to obtain loan or loans; and
 - (iii) Renew existing loans either as maker or endorser.
- (n) Advancing money. A fiduciary may advance money for the protection of the trust or estate, and for all expenses, losses and liabilities sustained in the administration of the trust or estate or because of the holding or ownership of any trust or estate assets, for which advances with any interest the fiduciary shall have a lien on the assets of the trust or estate as against a beneficiary.
- (o) Voting shares. A fiduciary may vote shares of stock owned by the estate or any trust at stockholders' meetings in person or by special, limited or general proxy, with or without power of substitution.
- (p) Registration in name of nominee. A fiduciary may hold a security in the name of a nominee or in other form without disclosure of the fiduciary relationship so that title to the security may pass by delivery, but the fiduciary shall be liable for any act of the nominee in connection with the stock so held.
- (q) Exercise of options, rights and privileges. A fiduciary may:
- (i) Exercise all options, rights and privileges to convert stocks, bonds, debentures, notes, mortgages or other property into other stocks, bonds, debentures, notes, mortgages or other property;
 - (ii) Subscribe for other or additional stocks, bonds, debentures, notes, mortgages or other property; and
 - (iii) Hold such stocks, bonds, debentures, notes, mortgages or other property so acquired as investments of the estate or trust so long as the fiduciary deems advisable.
- (r) Participation in organization. A fiduciary may:
- (i) Unite with other owners of property similar to any which may be held at any time in the decedent's estate or in any trusts in carrying out any plan for consolidation or merger, dissolution or liquidation, foreclosure, lease or other disposition of the property, incorporation or reorganization, reorganization or readjustment of the capital or financial structure of any corporation, company or association in the securities of which may form any portion of an estate or trust;
 - (ii) Become and serve as a member of a stockholders or bondholders protective committee;
 - (iii) Deposit securities in accordance with any plan agreed upon;
 - (iv) Pay any assessments, expenses or sums of money that may be required for the protection or furtherance of the interest of the distributees of an estate or beneficiaries of any trust with reference to any such plan; and
 - (v) Receive as investments of any estate or any trust any securities issued as a result of the execution of such plan.
- (s) Reduction of interest rate. A fiduciary may reduce the interest rate from time to time on any obligation, whether secured or unsecured, constituting a part of an estate or trust.
- (t) Continuation of obligation. A fiduciary may continue any obligation, whether secured or unsecured, upon and after maturity with or without renewal or extension upon such terms as the fiduciary deems advisable, without regard to the value of the security, if any, at the time of such continuance.
- (u) Foreclosure; bidding in property. A fiduciary may:
- (i) Foreclose, as an incident to the collection of any bond, note or other obligation, any mortgage, deed of trust or other lien securing such bond, note or other obligation;
 - (ii) Bid in the property at such foreclosure sale, or acquire the property by deed from the mortgagor or obligor without foreclosure; and
 - (iii) Retain the property so bid in or taken over without foreclosure.
- (v) Insurance. A fiduciary may carry such insurance coverage, including public liability, for such hazards and in such amounts, either in stock companies or in mutual companies, as the fiduciary deems advisable.

- (w) Collections. A fiduciary may collect, receive and receipt for rents, issues, profits and income of an estate or trust.
- (x) Litigation, compromise or abandonment of claim. A fiduciary may compromise, adjust, arbitrate, sue on or defend, abandon or otherwise deal with and settle claims in favor of or against the estate or trust as the fiduciary deems advisable, and the fiduciary's decision shall be conclusive between the fiduciary and the beneficiaries of the estate or trust and the person against or for whom the claim is asserted, in the absence of fraud by such person, and, in the absence of fraud, bad faith or gross negligence of the fiduciary, shall be conclusive between the fiduciary and the beneficiaries of the estate or trust.
- (y) Employment and compensation of persons. A fiduciary may employ and compensate, out of income or principal or both and in such proportion as the fiduciary deems advisable, persons deemed by the fiduciary needful to advise or assist in the proper settlement of the estate or administration of any trust, including, but not limited to, agents, accountants, brokers, attorneys at law, attorneys-in-fact, investment brokers, rental agents, realtors, appraisers and tax specialists; and do so without liability for any neglect, omission, misconduct or default of such agent or representative if he or she was selected and retained with due care on the part of the fiduciary.
- (z) Acquisition and holding of property of two or more trusts undivided.
- (i) A fiduciary may:
- (1) Acquire, receive, hold and retain the principal of several trusts created by a single instrument undivided until division becomes necessary in order to make distributions.
 - (2) Hold, manage, invest, reinvest and account for the several shares or parts of shares by appropriate entries in the fiduciary's books of account, and allocate to each share or part of share its proportionate part of all receipts and expenses.
- (ii) The provisions of this section shall not defer the vesting in possession of any share or part of share of the estate or trust.
- (aa) Establishment and maintenance of reserves.
- (i) A fiduciary may:
- (1) Set up proper and reasonable reserves for assessments, insurance premiums, depreciation, obsolescence, amortization, depletion of mineral or timber properties, repairs, improvements and general maintenance of buildings and other property out of rents, profits or other income received; and
 - (2) Set up reserves also for the equalization of payments to or for beneficiaries.
- (ii) The provisions of this section shall not affect the ultimate interests of beneficiaries in such reserves.
- (bb) Distribution in cash or kind.
- (i) A fiduciary may:
- (1) Make distribution of capital assets of the estate or trust in kind or in cash, or partially in kind and partially in cash, in divided or undivided interests, as the fiduciary finds to be most practicable and for the best interests of the distributees; and
 - (2) Determine the value of capital assets for the purpose of making distribution thereof if and when there is more than one distributee thereof, which determination shall be binding upon the distributees unless clearly capricious, erroneous and inequitable.
- (ii) The fiduciary shall not exercise any power under this section unless the fiduciary holds title to or an interest in the property to be distributed and is required or authorized to make distribution thereof.
- (cc) Payment to or for minor or incapacitated person. A fiduciary may:
- (i) Make payments in money, or in property in lieu of money, to or for a minor or incapacitated person in any one or more of the following ways:
 - (1) Directly to the minor or incapacitated person.
 - (2) To apply directly in payment for the support, maintenance, education and medical, surgical, hospital or other institutional care of the minor or incapacitated person.
 - (3) To the legal or natural guardian of the minor or incapacitated person.

- (4) To any other person, whether or not appointed guardian of the person by any court, who has, in fact, the care and custody of the person of the minor or incapacitated person.
- (ii) The fiduciary has no duty to see to the application of the payments so made, if the fiduciary exercised due care in the selection of the person, including the minor or incapacitated person, to whom the payments were made, and the receipt of that person is full acquittance to the fiduciary.
- (dd) Apportionment or allocation of receipts and expenses. A fiduciary may determine:
 - (i) What is principal and what is income of any estate or trust and may allocate or apportion receipts and expenses as between principal and income in the exercise of the fiduciary's discretion, and, by way of illustration and no limitation of the fiduciary's discretion, may charge premiums on securities purchased at a premium against principal or income or partly against each.
 - (ii) Whether to apply stock dividends and other noncash dividends to income or principal or apportion them as the fiduciary deems advisable.
 - (iii) What expenses, costs, taxes (other than estate, inheritance and succession taxes) and other governmental charges shall be charged against principal or income or apportioned between principal and income and in what proportions.
- (ee) Execution of contract or other instrument. A fiduciary may make contracts and execute instruments, under seal or otherwise, as may be necessary in the exercise of the powers herein granted.

SAMPLE

**ASSIGNMENT OF PROPERTY
TO THE DOE FAMILY TRUST**

We, John Robert Doe and Mary Elizabeth Doe, as Settlers of The Doe Family Trust hereby assign all of our property to John Robert Doe and Mary Elizabeth Doe, Trustees of The Doe Family Trust, UTA, dated _____, 20____, and any amendments thereto. The Trustees, John Robert Doe and Mary Elizabeth Doe, hereby accept all of the below described property as property of The Doe Family Trust by their signatures below. This assignment shall be effective as of the date of both the Settlers and the Trustees signatures below.

The property assigned to The Doe Family Trust shall be immediately owned and held by the Trust and shall include all of the following property, whether personal or real in nature. This Assignment is being executed by the Settlers in addition to any other type of documentation needed to transfer the property described below such as account transfer forms, real property deeds, or similar types of forms. It is the intent of the Settlers that this document provides clear evidence of their intent to fund The Doe Family Trust with all of the property outlined below, and the Settlers request that any Court of Law would accept this document as clear evidence of the Settlers' intent to fund the trust.

- (1) All personal property of any kind including clothing, furniture, jewelry, automobiles, memberships, collections and firearms, tangible or intangible property that is owned by the Settlers.
- (2) All real property including 1000 Main Street, City, California 99999; and 150 Main Street, City, California 99999.
- (3) All bank accounts of any kind including checking accounts, savings accounts, money market accounts, or any other type of account held at the banking institutions that the Settlers transact business at including specifically First Bank.
- (4) All non-retirement investment accounts holding stocks, bonds, options, mutual funds, ETF's, REIT's, Limited Partnership interests, or any other type of investment assets including specifically Financial Institution.
- (5) Any other property that the Settlers own that fall outside of the categories listed in this Assignment, unless the Settlers have shown intent to not transfer any property to the trust.

This Assignment may be revoked by the Settlers during their lifetimes. If this Assignment is revoked for any reason, the Trustees shall take any necessary actions to return the property assigned to The Doe Family Trust to the Settlers. This document also supersedes any prior assignment or ownership designation of the property described in this document and is binding on the Settlers, any heirs, any assigns, or any Executor, Administrator, Personal Representative, Trustee, or any other person in any position with authority over the affairs of my estate.

The Settlers declare the above is true and correct under penalty of perjury of the laws of the State of Nevada.

Dated: _____

John Robert Doe
Settlor and Trustee

Mary Elizabeth Doe
Settlor and Trustee



NOTARY ACKNOWLEDGMENT

STATE OF NEVADA)
)
COUNTY OF _____)

On this ____ day of _____, in the year 20____, before me, _____ (here insert name of notary public) personally appeared John Robert Doe and Mary Elizabeth Doe personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.

NOTARY SEAL

(Signature of Notary Public)

SAMPLE

LAST WILL AND TESTAMENT

of

John Robert Doe

ARTICLE ONE

TESTAMENT

I, John Robert Doe, am motivated by love to make a final testament that I have confessed with my mouth that Jesus is Lord and I have believed in my heart that God raised Him from the dead. Jesus, who never sinned, is the payment for my sins so that I could be made right with God and adopted as His child. I cannot take credit for anything that I have done because God saved me by His grace when I first believed in Him. I make this profession to comfort my loved ones with the hope that I have everlasting life with Him because of God's grace to me when I first believed in Him.

I praise God for giving me a loving, caring woman in my wife, Mary. I love you so much! You have been a blessing to me and a wonderful mother to our children. Knowing that I have bought out of slavery the Lord Jesus, I look forward to praising God with you forever in heaven.

I pray that the Lord will guide and protect my children. I love each of you, and I thank the Lord for you. Through your faith you have been adopted into God's family, and I urge you to remain faithful to Jesus until you are called home to be with the Lord. I look forward to being with you in heaven for eternity.

I pray that the Lord will shower His blessings upon my grandchildren. May the Holy Spirit guide you along the narrow path of salvation through faith in Jesus Christ. I urge you to obey your parents and honor them as your parents have honored me.

My prayer for you, my loved ones and dear friends, is that your love will overflow more and more, and that you will keep on growing in the knowledge and understanding of God's great love and amazing grace. For I want you to understand what really matters, so that you may live pure and blameless lives until the day of Christ's return. May you always be filled with the righteous character produced in your life by Jesus Christ, for this will bring much glory and praise to God.

With any resources that I entrust to you, always remember that these are a trust from God. Use these God-given resources to do good and be rich in good works, always being ready to

share with others in need. By doing this you will be storing up treasures in heaven. Do not become proud and forget the Lord your God. He is the One who gives you the ability to produce wealth. As a good and faithful steward, may you hear your heavenly Father say, "Well done!"

My prayer is that all who hear these words will be in perfect unity in Christ and with one another so others may believe in the Lord Jesus and become His disciples. Love one another just as Jesus loves you. Your love for one another will prove to the world that you are Jesus' disciples. For I have no greater joy than to hear that you are walking in the truth, and I joyfully look forward to the day when we are reunited with Him.

ARTICLE TWO

PERSONAL INFORMATION

2.01 Marital Status. I am married to Mary Elizabeth Doe and all references in this Will to my wife are to her.

2.02 Living Children. I have three living children as follows:

David Eric Doe born on February 1, 1994

Christian Doe born on November 15, 1995

Jennifer Amy Doe born on February 1, 1999

2.03 County of Residency. I am a resident of Lake County, Nevada.

2.04 Revocation of Previous Wills. I hereby revoke any previous Wills or codicils that I have created during my lifetime, and it is my intention that this Will and any future codicils to this Will shall solely govern the administration of my probate estate.

ARTICLE THREE

REMAINDER OF ESTATE

3.01 Gift to Spouse. I hereby give all of my property to my spouse if she survives me. If my spouse does not survive me then my property shall be distributed as set forth below.

3.02 Bequest of Remainder of Estate. I give all of my remaining property that has not otherwise been disposed of by other estate planning documents or this Will to the Trustee of The Doe Family Trust, dated _____, 20__, by John Robert Doe and Mary Elizabeth Doe. The Trustee of the trust shall add the remaining property in my estate to any property that has been transferred to The Doe Family Trust during our lifetimes and

hold, administer, and distribute this property pursuant to the terms of the trust including any amendments made before or after the execution of this Will.

3.03 Tax Elections. I direct my Executor, named herein, to follow any instructions contained in our Trust with respect to any Tax Election that may be made after our deaths.

3.04 Incorporation of Terms of The Doe Family Trust. If for any reason The Doe Family Trust is revoked, terminated, declared invalid, or is ineffective for any reason, then I instruct my Executor to hold, administer, and distribute the property as a testamentary trust which shall be created under this Will, the terms of which would be identical to the terms of The Doe Family Trust that are in effect as of the date of execution of this Will or that would have been in effect if The Doe Family Trust were valid. I specifically include any future amendments of The Doe Family Trust that are executed after the execution of this Will as well.

3.05 Payment of Estate Taxes. All estate taxes assessed against property in my estate or against my beneficiaries shall be paid in the manner set forth in the Nevada Revised Statutes.

ARTICLE FOUR

REMOTE BENEFICIARIES

4.01 Ultimate Beneficiary. If any time a bequest, gift, or portion of the estate has no named beneficiary, then that portion of the estate shall be distributed outright and free of trust to my heirs, as determined under Nevada law.

ARTICLE FIVE

APPOINTMENTS AND POWERS

5.01 Appointment of Executor. I appoint Mary Elizabeth Doe to serve as Executor hereunder.

5.02 Appointment of Successor Executors. I appoint Mark Allen Thompson to serve as Executor hereunder when Mary Elizabeth Doe fails to qualify as Executor or ceases to serve as Executor. I appoint Julie Marie Robinson to serve as Executor hereunder when Mark Allen Thompson fails to qualify as Executor or ceases to serve as Executor.

5.03 General Powers of Executor. My Executor shall have all powers now or hereafter conferred on executors by law, except as otherwise provided in this Will, including any powers specifically set forth in this Will which are beyond those granted to executors under the Nevada Revised Statutes.

5.04 Independent Administration. My Executor shall have full authority to administer my estate in any manner that is available under the Nevada Revised Statutes. My Executor is specifically authorized to administer my estate in any manner that is most efficient and independent from any court proceedings if my Executor, in his or her sole discretion, believes that to be in the best interest of my estate.

5.05 Requirement of Bond. My Executor shall not be required to post a bond before acting as Executor under this Will, under any type of probate proceeding.

5.06 Compensation of Executors. My Executor shall be compensated in the manner set forth in the Nevada Revised Statutes for Executors for standard services and may request extraordinary fees for any work that is done outside of the normal scope of an Executor. A corporate Executor shall be compensated by agreement with the corporate Executor or in accordance with its fee schedule as in effect at the time of the services rendered as the Executor.

5.07 Accounting. My Executor shall not be required to render to a court annual or other periodic account or a final inventory, appraisal or other return or reports, except as required by Nevada statute.

5.08 Resignation of Executor. Any Executor may resign at any time without court approval, providing that the resigning Executor complies with any applicable state law governing the resignation of the Executor that may not be waived by a governing instrument. Such resignation shall be delivered to the successor Executor named herein; or if none, to one of the adult beneficiaries of this Will; or if none, then to a guardian for any minor beneficiary of the estate.

5.09 More than One Acting Executor. If at any time there are two acting Executors of my estate, then they shall act unanimously on every item. If at any time there are more than two acting Executors of my estate, then they shall act by majority.

5.10 Liability of Executor. No Executor shall be liable to anyone for anything done or not done by any other Executor.

5.11 Waiver of Executor Conflict of Interest. The fact that an Executor, or the parent company of one of my advisers who is serving as an Executor, is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through a corporate Executor or through any firm of which a corporate or individual Executor is affiliated in any manner. Property of the estate may be invested in

any kind of investments or offerings by any such Corporate Executor or Firm affiliated with the Executor, and any such investment of estate assets shall not be deemed to be a conflict of interest.

5.12 Power to Invest. My Executor shall have the power to invest estate funds in any kind of real or personal property, as my Executor deems advisable.

5.13 Distribution in Cash or in Kind. In order to satisfy a pecuniary gift or to divide or distribute assets into shares, my Executor may distribute assets in kind, or distribute partial interests in assets, or sell all or any part of those assets and distribute the resulting cash.

5.14 Power to Retain Estate Assets. I authorize my Executor, at the Executor's sole discretion, to retain any property of my estate for as long as the Executor considers appropriate. The Executor shall not be liable for any loss incurred by my estate for retaining such property.

5.15 Power to Sell Assets. I authorize my Executor to sell all or any part of the real or personal property of my estate at public or private sale, with or without notice, as the Executor at the Executor's discretion considers necessary for the proper administration and distribution of my estate.

5.16 Power to Lease. I authorize my Executor to lease all or any part of the real or personal property of my estate in such form as the Executor shall determine at the Executor's sole and absolute discretion.

5.17 Power to Make Distributions for the Benefit of Minors or Incompetents. If at the time that any distribution is to be made from my estate to a minor or to a person who is under any other legal disability, the Executor is empowered to distribute the property to any of the following individuals on behalf of the incapacitated beneficiary: (a) a legally appointed guardian or conservator of the estate of the beneficiary; or (b) if the beneficiary is a minor, to the minor's parent or custodian under any applicable Uniform Transfer to Minors Act, provided that if no custodian is then in existence, the Executor is empowered to designate a custodian for this purpose from among those persons then qualified to serve.

5.18 Power to Pay Debts. I authorize my Executor to pay out of estate assets any and all debts, expenses, liabilities, and any other obligation that I had during my life or that is incurred by my estate.

ARTICLE SIX

GUARDIANS

6.01 Nomination of Guardians. If a guardian of the person, estate, or person and estate is necessary for any minor child, I nominate Noel Julie Cook as guardian. This guardian is also appointed by me to serve as the interim guardian who shall care for the children from the time of my death to the time that he or she is officially appointed as the guardian of my minor child or children. During this time that he or she is acting as the interim guardian, he or she shall have all of the powers and abilities of an official guardian until the time that he or she is appointed as a guardian by a court of law or until the time that another person is appointed as guardian by that court of law.

6.02 Nomination of Successor Guardians. If the named guardian is ever unwilling or unable to serve as guardian, then I nominate Dan Brian Morris as successor guardian.

6.03 Waiver of Bond. No bond shall be required of any guardian nominated in this Will.

6.04 Broad Powers for Guardian. Any guardian of the person or estate of any minor child of mine shall be granted the same authority with respect to the person of my child as a parent having legal custody would have and be able to exercise such authority without a kind of court action or notice and have all of the powers granted to any such person under the Revised Statutes of the State of Missouri.

6.05 Special Authorization for Requests from Trust. I desire that the care and responsibility of my minor children not create any financial or physical burden on the guardian of the person and the guardian's family. Based on this, I authorize the guardian to request expenditures of funds from any trusts that I have set up for the benefit of my children for such purposes as remodeling a residence where my children will be living, including additions for new rooms to accommodate the raising of my children, additional household help, nurses, child daycare, and any other expenses that result from the guardians raising my children. The Trustee or Trustees of those trusts that I have created for the benefit of my children are instructed to liberally distribute such funds as support and maintenance for my children.

ARTICLE SEVEN

MISCELLANEOUS PROVISIONS

7.01 Disinheritance of Omitted Heirs. Except for those people provided in this Will, I have intentionally and with full knowledge intended to not provide for any of my heirs.

7.02 Severability Clause. If any provision of this Will is unenforceable, the remaining provisions shall remain in full effect.

7.03 Recommended Mediation Between Beneficiaries. In the unlikely event there should be any disagreement or dispute with respect to this Will, the Testator would be deeply disappointed if the estate that I have left for the benefit of my loved ones would result in any negative impact on the relationships among them. Therefore, it is my fervent wish and directive that any such disagreement or dispute be resolved with the utmost civility, decency, and consideration and that all parties resolve it by mediation in good faith through the use of a neutral Christian third-party mediator while keeping in mind Matthew 18:15-20 and 1 Corinthians 6:1-7. It would be to my profound and deep sorrow that what I have provided in the interest of benefiting my loved ones would lead to any injury to their relationship. The estate will pay for any and all costs of any such mediation between any of the beneficiaries.

7.04 No-Contest Clause. If any beneficiary of this Will contests the validity of this Will or attacks any of the bequests or gifts described inside by court action or any other manner, then it is my intention that the contesting or attacking beneficiary be treated as though they and their heirs and issue have predeceased me for purposes of receiving any kind of beneficial interest from my estate.

My executor is hereby instructed to use any and all of my estate assets to defend against any contest or attack from any of the beneficiaries and any such expenses shall be first allocated and deducted from the share of the estate that would otherwise go to the beneficiary who is bringing the contest or attack.

7.05 Gender and Number. Except when the context in this Will requires otherwise, the singular includes the plural, and the masculine gender includes the feminine and the neuter when referring to executors, trustees, guardians, or custodians.

7.06 Headings. Clause headings are for convenience and reference only and shall not be used to interpret the provisions of this Will.

7.07 Simultaneous Death. If any beneficiary under this Will and I die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or I died first, then the bequest shall be construed based upon the presumption given under this state's laws regarding simultaneous death. If the state where this Will is being probated does not have a presumption with regard to whether the beneficiary survived me or not, then I shall be deemed to have survived that beneficiary, and this Will shall be construed accordingly.

7.08 Definition of Incapacity. As used in this Will, incapacity or incapacitated means a person operating under a legal disability, such as a duly established conservatorship, or a person who is unable to do either of the following: (a) provide properly for that person's own needs for physical health, food, clothing, or shelter; or (b) manage substantially that person's own financial resources, or resist fraud or undue influence. The determination of incapacity shall be made by the Executor during probate administration.

7.09 Choice of Law. All questions concerning the validity and interpretation of this Will, including any trusts created by this Will, shall be governed by the laws of the State of Nevada in effect at the time this Will is executed.

7.10 Definition of Children. Whenever this instrument uses the term child or children, unless otherwise stated in the context of the term, the term shall include any adopted children that I have legally adopted during my lifetime. Any children born or adopted after the execution of this document shall also be included in the definition of child or children as used herein.

Executed on _____, 20____.

John Robert Doe

On the date written above, we, the undersigned, each being present at the same time, witnessed the signing of this instrument by John Robert Doe, who declared to us that this instrument was the Last Will and Testament of John Robert Doe. At that time, John Robert Doe appeared to us to be of sound mind and memory and, to the best of our knowledge, was not acting under fraud, duress, menace, or undue influence. Understanding this instrument, _____ consists of _____ pages, including the pages on which the signature of John Robert Doe and our signatures appear to be the Will of John Robert Doe, we subscribe our names to this instrument and we hereby witness hereto.

We declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed on _____, 20____.

Witness #1 (signature)

Witness Name (printed)

Address

City, State, Zip

Witness #2 (signature)

Witness Name (printed)

Address

City, State, Zip

Witness #3 (signature)

Witness Name (printed)

Address

City, State, Zip

SAMPLE

SELF-PROVING AFFIDAVIT

STATE OF NEVADA)
)
COUNTY OF _____)

Then and there personally appeared the within named _____ ,
_____ and _____, who, being duly sworn, depose and
say:

That they witnessed the execution of the within Last Will and Testament of the within
named Testator, John Robert Doe; that he subscribed said Last Will and Testament and
declared the same to be his Last Will and Testament in their presence; that they thereafter
subscribed the same as witnesses in the presence of John Robert Doe and in the presence of
each other and at the request of John Robert Doe; that John Robert Doe, at the time of the
execution of said Last Will and Testament, appeared to them to be of full age and of sound
mind and memory, and that they make this affidavit at the request of John Robert Doe.

John Robert Doe

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

Subscribed and sworn to before me this _____.
(SEAL)



LAST WILL AND TESTAMENT

of

Mary Elizabeth Doe

ARTICLE ONE

TESTAMENT

I, Mary Elizabeth Doe, am motivated by love to make a final testament that I have confessed with my mouth that Jesus is Lord and I have believed in my heart that God raised Him from the dead. Jesus, who never sinned, is the payment for my sins so that I could be made right with God and adopted as His child. I cannot take credit for anything that I have done because God saved me by His grace when I first believed in Him. I make this profession to comfort my loved ones with the hope that I have everlasting life with Him because of God's grace to me when I first believed in Him.

I praise God for giving me a loving, caring man in my husband, John. I love you so much! You have been a blessing to me, and a wonderful father to our children. Knowing that I have bought out of slavery the Lord Jesus, I look forward to praising God with you forever in heaven.

I pray that the Lord will guide and protect my children. I love each of you, and I thank the Lord for you. Through your faith you have been adopted into God's family, and I urge you to remain faithful to Jesus until you are called home to be with the Lord. I look forward to being with you in heaven for eternity.

I pray that the Lord will shower His blessings upon my grandchildren. May the Holy Spirit guide you along the narrow path of salvation through faith in Jesus Christ. I urge you to obey your parents and honor them as your parents have honored me.

My prayer for you, my loved ones and dear friends, is that your love will overflow more and more, and that you will keep on growing in the knowledge and understanding of God's great love and amazing grace. For I want you to understand what really matters, so that you may live pure and blameless lives until the day of Christ's return. May you always be filled with the righteous character produced in your life by Jesus Christ, for this will bring much glory and praise to God.

With any resources that I entrust to you, always remember that these are a trust from God. Use these God-given resources to do good and be rich in good works, always being ready to

share with others in need. By doing this you will be storing up treasures in heaven. Do not become proud and forget the Lord your God. He is the One who gives you the ability to produce wealth. As a good and faithful steward, may you hear your heavenly Father say, "Well done!"

My prayer is that all who hear these words will be in perfect unity in Christ and with one another so others may believe in the Lord Jesus and become His disciples. Love one another just as Jesus loves you. Your love for one another will prove to the world that you are Jesus' disciples. For I have no greater joy than to hear that you are walking in the truth, and I joyfully look forward to the day when we are reunited with Him.

ARTICLE TWO

PERSONAL INFORMATION

2.01 Marital Status. I am married to John Robert Doe and all references in this Will to my husband are to him.

2.02 Living Children. I have three living children as follows:

David Eric Doe born on February 1, 1994

Christian Doe born on November 15, 1995

Jennifer Amy Doe born on February 1, 1999

2.03 County of Residency. I am a resident of Lake County, Nevada.

2.04 Revocation of Previous Wills. I hereby revoke any previous Wills or codicils that I have created during my lifetime, and it is my intention that this Will and any future codicils to this Will shall solely govern the administration of my probate estate.

ARTICLE THREE

REMAINDER OF ESTATE

3.01 Gift to Spouse. I hereby give all of my property to my spouse if he survives me. If my spouse does not survive me then my property shall be distributed as set forth below.

3.02 Bequest of Remainder of Estate. I give all of my remaining property that has not otherwise been disposed of by other estate planning documents or this Will to the Trustee of The Doe Family Trust, dated _____, 20__, by Mary Elizabeth Doe and John Robert Doe. The Trustee of the trust shall add the remaining property in my estate to any property that has been transferred to The Doe Family Trust during our lifetimes and

hold, administer, and distribute this property pursuant to the terms of the trust including any amendments made before or after the execution of this Will.

3.03 Tax Elections. I direct my Executor, named herein, to follow any instructions contained in our Trust with respect to any Tax Election that may be made after our deaths.

3.04 Incorporation of Terms of The Doe Family Trust. If for any reason The Doe Family Trust is revoked, terminated, declared invalid, or is ineffective for any reason, then I instruct my Executor to hold, administer, and distribute the property as a testamentary trust which shall be created under this Will, the terms of which would be identical to the terms of The Doe Family Trust that are in effect as of the date of execution of this Will or that would have been in effect if The Doe Family Trust were valid. I specifically include any future amendments of The Doe Family Trust that are executed after the execution of this Will as well.

3.05 Payment of Estate Taxes. All estate taxes assessed against property in my estate or against my beneficiaries shall be paid in the manner set forth in the Nevada Revised Statutes.

ARTICLE FOUR

REMOTE BENEFICIARIES

4.01 Ultimate Beneficiary. If any time a bequest, gift, or portion of the estate has no named beneficiary, then that portion of the estate shall be distributed outright and free of trust to my heirs, as determined under Nevada law.

ARTICLE FIVE

APPOINTMENTS AND POWERS

5.01 Appointment of Executor. I appoint John Robert Doe to serve as Executor hereunder.

5.02 Appointment of Successor Executors. I appoint Mark Allen Thompson to serve as Executor hereunder when John Robert Doe fails to qualify as Executor or ceases to serve as Executor. I appoint Julie Marie Robinson to serve as Executor hereunder when Mark Allen Thompson fails to qualify as Executor or ceases to serve as Executor.

5.03 General Powers of Executor. My Executor shall have all powers now or hereafter conferred on executors by law, except as otherwise provided in this Will, including any powers specifically set forth in this Will which are beyond those granted to executors under the Nevada Revised Statutes.

5.04 Independent Administration. My Executor shall have full authority to administer my estate in any manner that is available under the Nevada Revised Statutes. My Executor is specifically authorized to administer my estate in any manner that is most efficient and independent from any court proceedings if my Executor, in his or her sole discretion, believes that to be in the best interest of my estate.

5.05 Requirement of Bond. My Executor shall not be required to post a bond before acting as Executor under this Will, under any type of probate proceeding.

5.06 Compensation of Executors. My Executor shall be compensated in the manner set forth in the Nevada Revised Statutes for Executors for standard services and may request extraordinary fees for any work that is done outside of the normal scope of an Executor. A corporate Executor shall be compensated by agreement with the corporate Executor or in accordance with its fee schedule as in effect at the time of the services rendered as the Executor.

5.07 Accountings. My Executor shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by Nevada state law.

5.08 Resignation of Executor. My Executor may resign at any time with the court approval, providing that the resigning Executor complies with any applicable state law governing the resignation of the Executor that may not be waived by governing instrument. Such resignation shall be delivered to the successor Executor named herein; or, none, to one of the adult beneficiaries of this Will; if none, then to a guardian for any minor beneficiary of the estate.

5.09 More than One Acting Executor. If at any time there are two acting Executors of my estate, then they shall act unanimously on every item. If at any time there are more than two acting Executors of my estate, then they shall act by majority.

5.10 Liability of Executor. No Executor shall be liable to anyone for anything done or not done by any other Executor.

5.11 Waiver of Executor Conflict of Interest. The fact that an Executor, or the parent company of one of my advisers who is serving as an Executor, is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through a corporate Executor or through any firm of which a corporate or individual Executor is affiliated in any manner. Property of the estate may be invested in any kind of investments or offerings by any such Corporate Executor or Firm affiliated with the Executor, and any such investment of estate assets shall not be deemed to be a conflict of interest.

5.12 Power to Invest. My Executor shall have the power to invest estate funds in any kind of real or personal property, as my Executor deems advisable.

5.13 Distribution in Cash or in Kind. In order to satisfy a pecuniary gift or to divide or distribute assets into shares, my Executor may distribute assets in kind, or distribute partial interests in assets, or sell all or any part of those assets and distribute the resulting cash.

5.14 Power to Retain Estate Assets. I authorize my Executor, at the Executor's sole discretion, to retain any property of my estate for as long as the Executor considers appropriate. The Executor shall not be liable for any loss incurred by my estate for retaining such property.

5.15 Power to Sell Assets. I authorize my Executor to sell all or any part of the real or personal property of my estate at public or private sale, with or without notice, as the Executor at the Executor's discretion considers necessary for the proper administration and distribution of my estate.

5.16 Power to Lease. I authorize my Executor to lease all or any part of the real or personal property of my estate on such terms as the Executor shall determine at the Executor's sole and absolute discretion.

5.17 Power to Make Distribution for the Benefit of Minors or Incompetents. I authorize my Executor, at the Executor's sole discretion, to make any distribution that any distribution is to be made from my estate to a minor or to a person who is incompetent under any applicable law. In addition, under any applicable law, the Executor is empowered to distribute the property to any one or more of the following individuals on behalf of the incapacitated beneficiary: (a) the legally appointed guardian or conservator of the estate of the beneficiary; or (b) if the beneficiary is a minor, to the minor's parent or custodian under any applicable Uniform Transfer to Minors Act, provided that if no custodian is then in existence, the Executor is empowered to designate a custodian for this purpose from among those persons then qualified to serve.

5.18 Power to Pay Debts. I authorize my Executor to pay out of estate assets any and all debts, expenses, liabilities, and any other obligation that I had during my life or that is incurred by my estate.

ARTICLE SIX

GUARDIANS

6.01 Nomination of Guardians. If a guardian of the person, estate, or person and estate is necessary for any minor child, I nominate Noel Julie Cook as guardian. This guardian is also appointed by me to serve as the interim guardian who shall care for the children from the time of my death to the time that he or she is officially appointed as the guardian of my minor child or children. During this time that he or she is acting as the interim guardian, he

or she shall have all of the powers and abilities of an official guardian until the time that he or she is appointed as a guardian by a court of law or until the time that another person is appointed as guardian by that court of law.

6.02 Nomination of Successor Guardians. If the named guardian is ever unwilling or unable to serve as guardian, then I nominate Dan Brian Morris as successor guardian.

6.03 Waiver of Bond. No bond shall be required of any guardian nominated in this Will.

6.04 Broad Powers for Guardian. Any guardian of the person or estate of any minor child of mine shall be granted the same authority with respect to the person of my child as a parent having legal custody would have and be able to exercise such authority without any kind of court action or notice, and have all of the powers granted to any such person under the Nevada Revised Statutes.

6.05 Special Authorization for Requests from Trust. I desire that the care and responsibility of my minor children not create any financial or physical burden on the guardian of the person and the guardian's family. Based on this, I authorize the guardian to request expenditures of funds from any trusts that I have set up for the benefit of my children for such purposes as remodeling a residence where my children will be living, including adding rooms for new rooms to accommodate the raising of my children, additional transportation help, nurses, child day care, and any other expenses that result from the guardians raising my children. The Trustee or Trustees of those trusts that I have created for the benefit of my children be instructed liberally distribute such funds as support and maintenance for my children.

ARTICLE SEVEN

MISCELLANEOUS PROVISIONS

7.01 Disinheritance of Omitted Heirs. Except for those people provided in this Will, I have intentionally and with full knowledge intended to not provide for any of my heirs.

7.02 Severability Clause. If any provision of this Will is unenforceable, the remaining provisions shall remain in full effect.

7.03 Recommended Mediation Between Beneficiaries. In the unlikely event there should be any disagreement or dispute with respect to this Will, the Testator would be deeply disappointed if the estate that I have left for the benefit of my loved ones would result in any negative impact on the relationships among them. Therefore, it is my fervent wish and directive that any such disagreement or dispute be resolved with the utmost civility, decency, and consideration and that all parties resolve it by mediation in good faith through the use of a neutral Christian third-party mediator while keeping in mind Matthew 18:15-20 and 1

Corinthians 6:1-7. It would be to my profound and deep sorrow that what I have provided in the interest of benefiting my loved ones would lead to any injury to their relationship. The estate will pay for any and all costs of any such mediation between any of the beneficiaries.

7.04 No-Contest Clause. If any beneficiary of this Will contests the validity of this Will or attacks any of the bequests or gifts described inside by court action or any other manner, then it is my intention that the contesting or attacking beneficiary be treated as though they and their heirs and issue have predeceased me for purposes of receiving any kind of beneficial interest from my estate.

My executor is hereby instructed to use any or all of my estate assets to defend any kind of contest or attack from any of the beneficiaries, and any such expenses shall be first allocated to and deducted from the share of the estate that would otherwise go to the beneficiary who is bringing the contest and/or attack.

7.05 Gender and Number. Except when the context in this Will requires otherwise, the singular includes the plural, and the masculine gender includes the feminine and the neuter when referring to executors, trustees, guardians, or custodians.

7.06 Headings. Clause headings are for convenience and reference only and shall not be used to interpret the provisions of this Will.

Simultaneous Death. If any beneficiary under this Will and I die simultaneously and it cannot be established by clear and convincing evidence whether that beneficiary or I died first, then the bequest shall be construed based upon the presumption given under this state's law regarding simultaneous death. If the state where this Will is being probated does not have a presumption with regard to whether the beneficiary survived me or not, then I shall be deemed to have survived that beneficiary, and this Will shall be construed accordingly.

7.08 Definition of Incapacity. As used in this Will, incapacity or incapacitated means a person operating under a legal disability, such as a duly established conservatorship, or a person who is unable to do either of the following: (a) provide properly for that person's own needs for physical health, food, clothing, or shelter; or (b) manage substantially that person's own financial resources, or resist fraud or undue influence. The determination of incapacity shall be made by the Executor during probate administration.

7.09 Choice of Law. All questions concerning the validity and interpretation of this Will, including any trusts created by this Will, shall be governed by the laws of the State of Nevada in effect at the time this Will is executed.

7.10 Definition of Children. Whenever this instrument uses the term child or children, unless otherwise stated in the context of the term, the term shall include any adopted children that I have legally adopted during my lifetime. Any children born or adopted after the execution of this document shall also be included in the definition of child or children as used herein.

Executed on _____, 20____.

Mary Elizabeth Doe

On the date written above, we, the undersigned, each being present at the same time, witnessed the signing of this instrument by Mary Elizabeth Doe, who declared to us that this instrument was the Last Will and Testament of Mary Elizabeth Doe. At that time, Mary Elizabeth Doe appeared to us to be of sound mind and memory and, to the best of our knowledge, was not acting under fraud, duress, menace, or undue influence. Understanding this instrument, which consists of 10 pages, including the pages on which the signature of Mary Elizabeth Doe and our signatures appear, to be the Will of Mary Elizabeth Doe, we subscribe our names as witnesses hereto.

We declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed on _____, 20____.

SAMPLE

Witness #1 (signature)

Witness Name (printed)

Address

City, State, Zip

Witness #2 (signature)

Witness Name (printed)

Address

City, State, Zip

Witness #3 (signature)

Witness Name (printed)

Address

City, State, Zip

SAMPLE

SELF-PROVING AFFIDAVIT

STATE OF NEVADA)
)
COUNTY OF _____)

Then and there personally appeared the within named _____ ,
_____ and _____, who, being duly sworn, depose and
say:

That they witnessed the execution of the within Last Will and Testament of the within
named Testator, Mary Elizabeth Doe; that she subscribed said Last Will and Testament and
declared the same to be her Last Will and Testament in their presence; that they thereafter
subscribed the same as witnesses in the presence of Mary Elizabeth Doe and in the presence
of each other and at the request of Mary Elizabeth Doe; that Mary Elizabeth Doe, at the time
of the execution of said Last Will and Testament, appeared to them to be of full age and of
sound mind and memory, and that they make this affidavit at the request of Mary Elizabeth
Doe.

Mary Elizabeth Doe

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

Subscribed and sworn to before me this _____.
(SEAL)

