

Smith Family

- Dynamic Trust Portfolio -

File# 179652

- Electronic Signatures Verification Status -

ALL APPLICABLE DOCUMENTS ESIGNED

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

[Portfolio Index Hyperlink](#)

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

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IMPLEMENTATION INSTRUCTIONAL

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

Dynamic Trust Portfolio (DTP)

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

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

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

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

- ✓ *Co-Grantor Revocable Living Trust* Page > [PDF 46](#)
- ✓ *Assignment of Personal Property* Page > [PDF 48](#)
- ✓ *Certificate of Trust* Page > [PDF 53](#)
- ✓ *Powers of Attorney Over Assets* Page > [PDF 72/76](#)
- ✓ *Last Will & Testaments* Page > [PDF 83/88](#)

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

– PORTFOLIO INDEX –

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

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REVOCABLE LIVING TRUST



This Revocable Declaration of Trust & Agreement is acknowledged and referred to as the:

SMITH FAMILY TRUST

Dated: November 28, 2014

is made on the date recorded above by **HENRY J. SMITH & MARY A SMITH**, a married couple, domiciled in the County of Maricopa, State of Arizona, hereinafter referred to as the "Settlors/Creators" and **HENRY J. SMITH & MARY A SMITH** hereinafter referred to as the (original) "Trustee(s)" of this Trust. *Any Restatement of Trust application(s) with respect to this Trust Declaration shall be acknowledged in concurrence with a separate, inclusive document.*

– RECITAL OF INTENT –

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

ARTICLE ONE

– Declared Property Ownership & Transfer –

1.1. The Settlors have contemporaneously transferred certain property to the Trustee with the execution of this agreement per respective **Asset/Inventory Ledgers located in the (Client Console) MLCP Funding Kit section**. All property co-owned by the Settlors and transferred to Trustee by the Settlors, as invested and reinvested, together with the rents, issues and profits therefrom, shall be deemed as (and retain its character as) Community property of the Settlors, subject, however to the provisions of this agreement.

1.2. The Sole and Separate property of either Settlor transferred to Trustee, as invested and reinvested, together with the rents, issues and profits therefrom, shall retain its character as separate property of the respective Settlor who transferred such property to Trustee, subject, however to the provisions of this agreement.

1.3. The Settlers hereby transfer all of their tangible personal chattel/property including, but not limited to, *personal and household effects, jewelry, books, pictures, works of art, furniture, antiques, collections, coins, precious metals, gems, livestock, all sporting and other equipment, tools of any kind*, ALL MOTOR VEHICLES, CONTENTS OF THEIR SAFE DEPOSIT BOX(ES), AND ALL PERSONAL DIGITAL ACCOUNTS, including that which may be entered on the Client Console **PostScript Page**, in which they hereby direct that, at their death, Trustee shall (first) distribute and deliver such chattel/property to the recipient(s) specifically designated to receive such property. Any such chattel distributions shall not be deemed as a part of the recipient's portion of this Trust Estate as prescribed in Article Eight (infra) and the remainder Trust Estate – remaining after any such specific “Chattel” distributions – shall be distributed as provided and prescribed in Article Eight (infra).

1.4. Notwithstanding terms otherwise specified in this or any other Section herein, ALL TRADITIONAL AND/OR ROTH IRA ACCOUNTS (PRESCRIBED UNDER 26 USC §408) ASSIGNED TO THIS TRUST SHALL BE DEEMED TO BE TRANSFERRED AND TITLED EXCLUSIVELY TO THE CORPORATE TRUSTEE IDENTIFIED HEREIN who shall then be referred to (and therefore serving) as the “**IRA Administrative Trustee**” of this Trust irrespective that said Corporate Trustee may have been appointed only as the successor or alternate trustee. (See [§10.53](#) / P.31 > PDF-34)

ARTICLE TWO

– *Reservation of Rights & Powers* –

2.1. The Settlers reserve the following rights, individually as to their respective interest in Community property and as to their respective Sole and Separate property, to be exercised at any time and from time to time by a written instrument effective immediately upon its execution during their joint lives without the consent or participation of any other person.

2.2. Settlers may amend this Trust, in whole or in part, or to revoke this Trust agreement in its entirety and to remove any or all of their respective interests in their respective property transferred to this Trust. Settlers may add any other property to this Trust from time to time by transferring such property to Trustee.

2.3. Settlers retain the power to redirect third-party-vendor account holders to make payable to the (successor) Trustee of this Trust proceeds from all “payable on death” (POD) assets owned by the Settlers including life insurance, annuities, IRAs, qualified and non-qualified retirement plans, and duly authorize said Trustee to act on behalf of the Settlers in executing any necessary beneficiary designation forms to accomplish this end.

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

(b) For this decreed redirect application, Settlers hereby expressly exonerate and absolve any perceived liabilities or implied obligations for and concerning third-party-vendor account holders complying with this retained redirect power on behalf of the Settlers.

2.4. Upon the death of either Settlor, the Trust Estate of the first Settlor to die – being his/her sole and separate property (if any) and his/her interest in property jointly owned (with the surviving Settlor) transferred to the Credit Shelter Trust (“B”) and the Qualified Terminable Interest Property Trust (“C”) (if applicable) as described in Article Four – shall be irrevocable and non-amendable; the surviving Settlor shall maintain full, unhindered control of his/her Trust Estate – being his/her sole and separate property (if any) and his/her interest in all property jointly owned with the (estate of the) deceased Settlor – as the Survivor's Trust (“A”) further prescribed in Article Five.

2.5. Notwithstanding the provisions of this Article, however, the duties, powers, liabilities and compensation of Trustee shall not be materially changed or altered without Settlers' written notification to Trustee.

ARTICLE THREE

– Trust Administration During Settlers' Lifetime(s) –

3.1. Trustee shall hold and distribute, for the benefit of the Settlers, the principal and income of the Trust Estate out of their respective individual interests in their respective Community and Sole & Separate property as follows:

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

(b) Trustee shall pay to or for the benefit of the Settlers, such portions of net income and principal as Trustee, in such Trustee's discretion, deems necessary or advisable to provide for their health, education, care, comfort, support, maintenance and general welfare.

3.2. Either Settlor may withdraw a portion or all of his/her Sole & Separate property and/or interest in Community property (or other jointly-held property with his/her spouse) of this Trust Estate at any time, from time to time, by a notification in writing to Trustee.

ARTICLE FOUR

– Administration Upon Death of First Settlor –

4.1. The remaining Trust assets not effectively disposed of by the preceding Article Three shall be allocated, administered and distributed by Trustee upon the death of the first Settlor to die, hereinafter referred to as "Decedent", as follows (the surviving Settlor shall hereinafter be referred to as "Survivor"):

(a) Trustee shall pay, after a prorata designation of common debts owed by the Decedent and the Survivor respectively (e.g. one half of any common debt shall be charged equally to each spouse), his/her (first spouse to die) debts, expenses of any last illness and burial costs.

(b) Such payments shall be made first out of Decedent's Sole and Separate property, unless such payments would require liquidation of Decedent's non-cash assets, and then out of Decedent's interest in Settlor's Community property, to the extent that these shall not be paid, or the responsibility for their payment be assured, by some other person or estate.

4.2. Trustee shall create three (3) separate trusts: the (1) Survivor's Trust - Trust "A", the (2) Credit Shelter (Decedent's Trust) Trust - Trust "B", the (3) Qualified Terminable Interest Property (QTIP) Trust - Trust "C" and apportion such Trust assets as follows:

(a) Trust "A" shall consist of all of the Survivor's interest in his/her Community property, Tenants-in-Common property and all of his/her Sole and Separate property.

(b) Trust "B" shall consist of the largest amount, if any, of the Decedent's Sole and Separate property of this Trust Estate and all of his/her interest in the Community property and any of his/her interest in Tenants-in-Common property of this Trust Estate that can pass free of federal estate tax by reason of the allowable federal unified credit and state death tax credit allowable after deducting the value of property disposed of by previous Articles of this trust and property passing outside of this trust that is includible in the Settlor's gross estate that does not qualify for the marital or charitable deduction and after deducting charges to principal that are not allowed as deductions in computing the federal estate tax. The values finally determined for federal estate tax purposes shall be used for establishing the sums allocated pursuant to this Article.

(c) Trust "C" shall consist of the remainder of the Decedent's Trust Estate not allocated to Trust "B" - as determined by the formula in the previous paragraph (supra). The Decedent's Executor (or the Trustee of this Trust, if appropriate) may elect, under Section 2056(b)(7) of the Internal Revenue Code as of 1986, as amended, to qualify all or any portion of the property in such Trust "C" (not otherwise designated to the Credit Shelter Trust) for the federal estate tax marital deduction as Qualified Terminable Interest Property and to be held and administered under the provisions of Article Six.

(d) In making the computations necessary for determining the distributions as provided in this Article, the values finally determined for federal estate tax purposes shall be used. In the sole power and discretion of Trustee, the distributions may be either in cash or property as selected by Trustee; provided, however, that all such property so selected shall be valued at the value as finally determined for federal estate tax purposes. In allocating property, Trustee shall select assets, including cash that are fairly representative, on the date or dates of distribution, of appreciation or depreciation to determine the value of property available for distribution.

(NOTE TO SETTLORS: The following Section 4.3 provides an apportionment waiver regarding the formation of the Unified Credit Shelter Trust "B" – but only when specific conditions exist - as described herein below. The Trust "B" non-apportionment clause is available in the Specific Trust Directives Apps Table of the MLCP Client Console, which functions to remove the mandate for the creation of Trust "B" when applied in accordance to the following 4.3 waiver clause. Notwithstanding, if the Trust Estate identifies beneficiaries of a previous marriage(s), then the non-apportionment clause is NOT RECOMMENDED.

(Tax Elections Not Required)

4.3. Notwithstanding this Article, the following shall apply **ONLY WHEN EXPRESSLY DETERMINED in Specific Directives Section (8.7) located in Article Eight of this Trust (or by a signed Non-Apportionment Amendment attached hereto)**:

If the total, aggregate *net value* of the estates of both the Husband/Settlor and Wife/Settlor, after including the calculation of any lifetime taxable transfers made during Settlor's joint lifetimes by either Settlor, is less than fifty percent (50%) of the then available "exemption equivalent" amount, being the amount which the Federal Unified Credit would credit against federal gift & estate transfer taxes for an individual transferor, provided to exempt any part of Settlor's estates through the application and election of the Federal Unified Credit as defined under IRC section 2010 (as amended) and state death taxes as defined under IRC section 2011 against any transfer tax incurred as a result of any transfer of property as defined IRC section 2003, then Trustee shall not be required to allocate any of the estate of the first Settlor to die to the Credit Shelter Trust (Trust B). Article Five shall apply *to the extent it pertains to the surviving Settlor's general power of appointment over all Trust assets* and Article Six (infra) shall not apply and portions of Article Seven - applicable to the Decedent's Trust shall not apply. Upon the death of the Survivor, in such case, the Trust Estate shall be distributed as per Article Eight (below). Notwithstanding this Section 4.3, if the surviving Settlor elects to make an *IRC section 2518 disclaimer* regarding any allocations received from the Trust Estate of the first Settlor to die (including as per this Section), then any such disclaimed property shall be allocated/distributed to Trust "B" per Section 4.2 (supra) of this Article as though this Section 4.3 did not apply.

ARTICLE FIVE

– Administration/Distribution of Survivor's Trust –

5.1. The Survivor shall retain full (and unhindered) general power of appointment of all property held in the Survivor's Trust, including the power to alter, amend or revoke, in whole or in part, any and all provisions (including the revocation and appointment of any Trustee of the Survivor's Trust) concerning such property held in the Survivor's Trust.

5.2. Assets allocated to the Survivor's Trust shall be valued as finally determined for federal estate tax purposes as per Article Four.

5.3. The Survivor shall have the power to direct Trustee to dispose of (and reinvest) any assets in the Survivor's Trust that fail to provide income to the Survivor; all such income from the Survivor's Trust shall be distributed (only) to the Survivor and at least annually or in more frequent installments, for his/her lifetime.

5.4. In the event the Survivor elects to relinquish his/her Trusteeship or becomes incapacitated as defined in this agreement, the Successor Trustee shall administer the Survivor's Trust as follows:

(a) Trustee shall distribute, at least annually, the net income to the Survivor in convenient installments.

(b) Trustee shall, from time to time, distribute or apply for Survivor's benefit such portions of the principal to provide liberally for his/her maintenance, comfort and enjoyment.

(c) The Survivor may withdraw all or any portion of the Trust assets at any time by written request filed with Trustee.

(Administration at Survivor's Death)

5.5. Upon the death of the Survivor, Trustee shall administer and distribute any assets of the Survivor's Trust (including accrued and undistributed income of the Survivor's Trust) and including those assets, if any, that the Survivor may have disposed of by the last unrevoked written instruction(s) to the Trustee - including any specific directives in Survivor's Last Will & Testament or Codicil to such Will (if any) - separate and apart from this Trust agreement, making specific reference to this power of appointment, exercisable alone by the Survivor and in all events, as follows:

(a) Trustee may apply any assets of the Survivor's Trust for the payment of (i) Survivor's federal estate transfer taxes and/or state (or local) transfer/death taxes (if any); (ii) expenses of Survivor's last illness, funeral, valid debts and estate administration (if any); and/or, (iii) federal estate and/or state transfer (or other local) taxes attributed to Survivor's assets not held in this Trust being transferred to Survivor's beneficiaries who may or may not be named or identified in this Trust as beneficiaries of this Trust.

(b) Trustee shall pay any of Survivor's federal, state and local transfer tax obligations, if any, that will become due at such time except any generation-skipping transfer taxes otherwise payable by a *reverse* qualified terminable interest property election(s) that may be established hereunder, between the Settlers, within or without this instrument.

(c) All payments under the preceding provisions of this Article shall be made from the remaining (Survivor's Trust) Trust assets prior to the final allocation of Trust assets to the Trust beneficiaries as provided in this agreement.

(d) Notwithstanding the preceding paragraph, any assets that are to be distributed as a *specific* distribution, in kind, to a certain beneficiary(s) of the Survivor's and/or the Decedent's Trust Estate that may be described herein - shall not be used, unless otherwise provided herein, to pay expenses of either the Survivor's or the Decedent's Trust Estate.

(e) Any assets of the Survivor's Trust then remaining at the time of the Survivor's death, not otherwise disposed of pursuant to Section 5.5 of this Agreement shall be distributed as per the provisions of Article Eight.

ARTICLE SIX

- Administration/Distribution of Trusts "B" & "C" -

(Decedent's Trust - Trust "B")

6.1. All administrative and distributive provisions of Trust "B", concerning property of Trust "B", may be altered or terminated by amendment, from time to time, only during the joint lifetimes of the Settlers; such amendment shall be signed by both Settlers and shall be attached hereto and made a part of this Trust agreement.

6.2. During Survivor's lifetime, Trustee shall administer Trust "B" as follows:

(a) Annual Income - Trustee shall pay or distribute all net income to or for the benefit of the Survivor only at such intervals as shall be mutually convenient but not less frequently than annually.

(b) Necessary Support from Principal - If the Survivor's Trust has been depleted to the extent that available funds are not sufficient to maintain and support the Survivor, portions of the principal may be used to provide for such Settlor's maintenance and support.

(c) During any period in which an Independent Trustee is serving as Trustee, it may, in its sole discretion, direct distribution of any amount of the principal to or for the benefit of the Survivor as it deems to be in Survivor's best interests without limitation and without regard to the purpose or application of such distribution.

6.3. Upon the death of the Survivor, the assets of the Decedent's Trust "B" shall be held, administrated and distributed as provided in Article Eight of this Agreement.

(QTIP Trust - Trust "C")

6.4. During the lifetime of the Survivor, Trustee shall hold, administer and distribute the property of Trust "C" (QTIP Trust) as follows:

(a) Trustee shall pay all net income, from Trust "C", to or for the benefit of the Survivor, for his/her lifetime, at such intervals that shall be mutually convenient but not less frequently than annually. The Survivor shall have the power to compel the Trustee to dispose of (and reinvest) any assets in Trust "C" that fail to provide a reasonable income to the Survivor as income beneficiary of Trust "C". Any income accrued but not distributed at the Survivor's death shall be distributed to Trust "A" and be added to the principal of such trust.

(b) If the Survivor's resources (including property in Trust "A") have been depleted to the extent that available funds are not sufficient for such Survivor's general welfare, portions of the principal, as the Trustee deems advisable, may be used to provide for Survivor's health, maintenance or support.

(c) During the lifetime of the Survivor, the principal of Trust "C" shall not be distributed to, or for the benefit of, any other person than the Survivor.

(d) At the Survivor's death, any remaining principal of Trust "C" shall be held, administrated and distributed as provided in Article Eight of this Agreement.

ARTICLE SEVEN

– Estate Tax Elections & Debt Allocations –

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

7.2. If any estate (or income) tax is paid by a deceased Settlor's Trustee or Executor because of any interest passing to or in the possession of any person *other than* the deceased Settlor's Trustee or Executor, the following shall apply:

(a) The Trustee or Executor shall be entitled to a just and equitable reimbursement from the beneficiary(s) of such deceased Settlor's estate whose interest(s) were received, in whole or in part, outside of the possession of the Trustee or Executor.

(b) Such reimbursements may be realized by the Trustee or Executor by allocating a just and equitable reduction of any portion of this Trust Estate passing to the persons whose interest in the estate of the deceased Settlor would have been otherwise reduced if the tax had been paid before the distribution of the estate or whose interest is subject to equal or prior liability for the payment of taxes, debts, or other charges against the estate.

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

7.4. In the case of property passing outside this Trust Estate being insurance on the life of the Settlor, with such Settlor having "incidents of ownership" on such insurance receivable by other than Trustee, Trustee shall be entitled to recover from such beneficiary such proportion of the total tax paid as the proceeds of such policies pertain to the taxable estate. If there is more than one such beneficiary, Trustee shall be entitled to recover from such beneficiaries in the same ratio respectively.

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

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

7.7. Trustee may exercise all of the foregoing elections and any others available under any tax law – including the under-funding (or over-funding) of the Credit Shelter Trust as may be beneficial (to all parties of this Trust) under the terms of *Rev. Proc. 2001-38* or other (similar) law under consideration of state and/or federal transfer tax law at the time of decease of the first Settlor to die – only to obtain, to the extent practicable, both the optimum reduction in taxes estimated to be payable by a (respective) Settlor's estate, this Trust, the beneficiaries of both, any business interests in the Trust Estate and the optimum deferral of all taxes. Additionally, Trustee may make adjustments between income and principal accounts and allocate the benefits from any election among the various beneficiaries of this Trust, and may compensate for the consequences of any election that Trustee believes has had the effect of directly or indirectly preferring one beneficiary or a group of beneficiaries over others.

ARTICLE EIGHT

– Trust Estate Distribution at Surviving Settlor's Decease –

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Trustee shall allocate the balance of the principal and accrued (but) undistributed income of Trust "A", the principal and accrued undistributed income of Trust "B" and the principal of Trust "C" (if any) and distribute the same as follows:

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

\$10,000

(Charitable Amount)

American Cancer Society

(Designated Charity's Name)

Washington, DC

(Designated Charity's Mailing Address)

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

HENRY J SMITH, JR, ANN B SMITH & JUSTIN F SMITH

8.3. Contingent Distributions. If any beneficiary named above does not survive the last Settlor to die then such deceased beneficiary's portion shall be distributed EQUALLY TO HIS (HER) SURVIVING LEGAL CHILDREN/ISSUE, per stirpes / by right of representation. If any such named beneficiary does not survive the last Settlor to die and leaves no surviving children/issue, in such case, then that decedent beneficiary's portion shall be distributed equally to the other surviving named beneficiaries *or as otherwise may defined in Paragraph "8.7" (Specific Directives section)*.

8.4. If the Specific Directives section – Paragraph “8.7” (page 12) – identifies specific asset allocations to be made from this Trust, then the distributions referred to there shall be deemed to be allocated PRIOR TO the allocations/distributions, if any, prescribed in Paragraph “8.2” (page 10).

(a) In such case, the allocations defined in Paragraph “8.2” shall be calculated as portions of the REMAINDER Trust Estate, remaining AFTER the distributions prescribed in the Specific Directives section.

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

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

8.6. Notwithstanding the above, in the event that any beneficiary of this Trust is then a debtor to (either of) the Settlers, then the following shall apply:

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

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

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

NOTICE: Use space below to identify specific allocation terms of this Trust NOT OTHERWISE IDENTIFIED in Sections "8.1" and/or "8.2" for specific distribution and/or other administrative terms. The (SFQ) Specific Directives Apps Table has been designed to also use directly with the functionality of this "8.7" Section.

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8.7. **SPECIFIC DIRECTIVES.** The following shall apply as to specific administrative and/or allocation terms of this Trust (not otherwise provided herein). Allocations to any beneficiaries named in this Specific Directives section – whether in cash and/or in kind and/or in unequal percentage amounts – shall be deemed as being allocated PRIOR TO the equal-share terms defined in Section 8.2 (page 10) of this Article. In addition, any non-allocation terms that may be prescribed in this Specific Directives section shall apply notwithstanding any terms to the contrary in any other sections of this Trust:

– Specific Trust Directives –

Notwithstanding any other allocation/distribution terms prescribed herein to the contrary, the beneficiary allocations prescribed in Article Eight, Section "8.2" shall be held entirely IN TRUST only as a Designated Unitrust Account (DUA) whereof each beneficiary shall each receive a FIVE PERCENT (5%) unitrust interest therefrom, as valued annually, from income first and then principal (if necessary), in convenient installments, but not less frequently than QUARTERLY, throughout their respective LIFETIMES. Each beneficiary may also receive, in the sole discretion of Trustee, distributions of principal from his/her respective DUA portion to help meet expenses relating to their respective health, education, maintenance & support needs. Upon the decease of a respective beneficiary, Trustee shall make payments for any expenses relating to the last illness, funeral, cremation or any other like expenses of that beneficiary not otherwise paid and then allocate the remainder of his/her DUA portion as otherwise per the terms of this Article (as though such beneficiary did not survive the last Settlor to die).

– End of Specific Directives –

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

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

8.10. In the event that the foregoing provisions fail to provide for the distribution of all or any portion of the Trust Estate then such property, to the extent not distributed as per this Article, shall be distributed *respectively to the living heirs-at-law* of each Settlor (as to each Settlor's respective interest of this Trust Estate), as determined by the laws of the state of domicile of the last Settlor to die at the time of his/her decease.

ARTICLE NINE

– Successor Trustee Appointments –

9.1. The Settlers reserve the power to remove any Trustee during their joint lives and to appoint other or additional Trustees.

9.2. Settlers shall serve as Co-Trustees until (i) they resign by a statement in writing (individually to the other Settlor or) addressed to (the successor) Trustee(s) or (ii) they are diagnosed by an attending physician as being impaired (certified in writing) beyond having the ability to manage their administrative duties of this Trust or (iii) their death.

9.3. Upon (i) resignation or (ii) inability to serve because of a medical/mental condition causing impairment of normal administrative abilities (as evidenced by a medical certificate from his/her attending physician) or (iii) death of the first Settlor to die, the remaining Settlor shall serve as sole Trustee.

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9.4. Upon the (i) resignation or (ii) inability to serve because of a condition causing impairment of normal administrative abilities (as expressly certified by his/her attending physician) or (iii) death of the remaining Settlor/Trustee, **HENRY J SMITH, JR** (Creators' Son) shall serve as Trustee. If **HENRY J SMITH, JR** is unwilling or unable to serve then **ANN B SMITH** (Creators' Daughter) shall serve as Trustee.

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



Trust Protector & Investment Advisor Authority

9.6. Under **NRS 163.5547**, Settlers may appoint a *Trust Protector* with respect to this Trust, and any Trust created hereunder, as may be identified in the *Specific Directives Section* of Article Eight. If Settlers do not appoint a Trust Protector then a unanimous vote of the surviving vested beneficiaries of this Trust (or their guardians) may appoint a Trust Protector.

(a) In addition to the powers, authority, and general terms concerning the appointment of the above-identified Trust Protector as described in **Article Ten**, infra, the Trust Protector shall have the right to exercise, or *direct the Trust Investment Advisor's exercise* of, all of the investment powers enumerated in this instrument or provided by law, including, without limitation, voting proxies and cash management.

(b) The death or disability of either Settlor shall not, by such event alone, alter the appointment or provision(s) of the Trust Protector designation. *Notwithstanding, any provision to the contrary, the Trust Protector shall not act as Trust Protector of this Trust until the incapacity or death of the surviving Settlor of this Trust unless otherwise so designated – in writing – to serve as Trust Protector prior to such time.*

9.7. The appointed Trust Protector may decline the appointment thereof or resign as such (when acting as the Trust Protector) by a writing personally signed and filed with the Trustee. If a Trust Protector vacancy then created has not been filled as hereinabove provided, then the Trust Protector terms of this Trust shall be deemed as *not applicable*.

9.8. The Trust Protector of each Trust hereunder shall exercise, without compensation, the Trust Protector's functions in a fiduciary capacity and in a way that the Trust Protector reasonably believes to be in accordance with the purposes of this Agreement. The Trust Protector shall not be under any duty to inquire into or ensure the performance by the Trustee of its duties and shall not be liable for any loss to such Trust (unless such loss results from actions in bad faith or the willful misconduct of the Trust Protector).

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

(b) The Trustee shall not participate in or have any liability for the selection of the Trust Protector. The Trustee shall not have any duty to seek any direction or action from the Trust Protector. While a Trust Protector is serving, the Trustee shall have no responsibility to monitor the performance of the Trust Protector or to replace the Trust Protector. In addition, the Trustee shall have no duty to communicate with, warn or apprise any beneficiary or third party concerning instances in which the Trustee would or might have exercised the Trustee's own discretion in a manner different from the manner directed by the Trust Protector.

9.9. Under **NRS 163.5543**, Settlor may appoint a *Trust Investment Advisor* (“*TIA*”) with respect to this Trust, and any Trust created hereunder, as may be identified in the *Specific Directives Section* of Article Eight. The death or disability of the (surviving) Settlor shall not, by such event alone, alter the appointment or provision(s) of the TIA designation.

(a) The provisions, decrees, powers and authority concerning the appointment of the above-identified Trust Investment Advisor is expressly described in **Article Ten**; the death or disability of either Settlor shall not alter the appointment or provision(s) of the Trust Investment Advisor designation.

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

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

(Settlor’s Trustee Resignation or Incapacitation Terms & Definitions)

9.10. If the surviving Settlor has been replaced as Trustee because of a voluntary relinquishment of his/her Trusteeship or by incapacity, that Settlor may re-establish his/her Trusteeship to himself/herself by executing an affidavit or notice of Trustee's termination (if a Successor Trustee is then serving) and a physician's notice declaring his/her recovery if incapacitation had been (before) declared by a physician.

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

(a) The appointed Successor Trustee shall, in such case, secure two or more medical opinion letters concerning such Settlor's inability to serve as Trustee; such opinion letters may be derived from the letter forms (then signed) provided in conjunction with this Trust document set or from otherwise office letter forms (then signed) provided by the attending physician’s office.

(b) The appointed Successor Trustee and transfer agents may deem the opinion letters as the required "certification of incapacitation" concerning such Settlor's existing condition and may be relied upon, in all events.

ARTICLE TEN

– Trustee/Fiduciary Powers & Provisions –

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

TRUSTEE POWERS:

10.1. Disposition of Vested Assets. UNLESS OTHERWISE SPECIFIED IN ARTICLE EIGHT (and/or in an Addendum hereto), Trustee shall distribute the apportioned vested shares of principal to each beneficiary (as named) provided such beneficiary(s) has attained the age of *twenty-one (21)* years or older, and is not legally incapacitated. If any property of this Trust becomes distributable to a beneficiary(s) who has not attained such age or is legally incapacitated, the income (and principal, if needed) of such assets shall, *unless otherwise prohibited in this Trust instrument or by Amendments attached hereto*, be used and distributed for such beneficiary's health, education, maintenance and support as follows:

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

(b) Trustee may, in its discretion (which shall be binding and conclusive upon all parties in interest, if made in good faith), distribute from the Trust Fund of a beneficiary - who is a minor or is legally incapacitated to any person or organization providing support for such beneficiary, the natural guardian or legally appointed guardian, conservator or other fiduciary of the beneficiary or a combination of both. Trustee is to make all such disbursements promptly for any necessities of guardianship proceedings that may apply to any beneficiary herein.

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

(d) Unless otherwise disposed of herein, if such beneficiary dies before receiving the final distribution of his/her share of this Trust Estate then Trustee may use the remaining balance of such beneficiary's share for the payment of any expenses of such deceased beneficiary's last illness, funeral or cremation or any other expenses as a result of his/her decease and shall distribute any balance remaining after payment of such expenses as provided in Article Eight of this Agreement.

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

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

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

10.3. Discretionary Termination. Trustee may terminate any Trust created hereunder whenever such termination is deemed advisable by such Trustee, by distributing the assets to the beneficiary to whom income may then be distributed, or if more than one beneficiary, to any beneficiary in such amounts and proportions as Trustee deems advisable, provided, however, that an Independent Trustee is then serving or if not serving, then one shall be appointed by the Individual Trustee prior to any such termination or apportionment.

10.4. Outright Distribution. If income or principal of this Trust is, by the terms of this agreement, to become part of any Trust or Trust share and would be immediately distributable, such income or principal may be distributed by Trustee in exactly the same manner as provided therein.

10.5. Distributions. Trustee may make distributions wholly or partly in cash or in specific property, real or personal, regardless of whether each resulting share/portion includes identical property and regardless of whether any resulting share/portion includes undivided interests in assets.

(a) To the extent permitted by law and where not otherwise directed in this instrument, Trustee may reasonably determine the fair market value of each asset, which is distributed in kind, to distribute assets with a higher income tax basis to one beneficiary, and other assets with a lower income tax basis to another beneficiary, without making any adjustment between those beneficiaries, including making non-prorata distributions, except where otherwise directed in this instrument.

(b) Trustee may sell assets which are not specifically disposed of rather than distributing them in kind for the specific purpose of minimizing the income taxes estimated to be payable by a beneficiary on sale of those assets even though doing so increases the income tax payable by this Trust.

ADMINISTRATIVE PROVISIONS:

10.6. Retention of Assets. Trustee may retain any asset, however acquired, for as long as it deems advisable, even if (personally interested in the asset or) its retention results in a lack of diversification. *Notwithstanding the above or any provision of this Trust that may seem contrary, if the Trust Estate is then holding "open" financial market positions – such as day trading, options trading, commodities and futures trading – generally deemed as "high beta" positions then the Trustee, or the appointed Trust Investment Advisor of this Trust (as may be applicable), shall closely monitor any such positions in relatively the same manner as was previously and customarily done by the Settlers during their lifetimes. If the Trustee, or the Trust Investment Advisor of this Trust (as may be applicable), is then unable to monitor the financial markets in such prescribed manner so as to avoid or at least mitigate related, undo losses that may occur from any such open, high beta positions then Trustee or the Trust Investment Advisor (as may be applicable) shall either close or otherwise reasonably hedge all such high beta positions in a prudent manner, as soon as possible.*

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

10.8. Investment Purchasing. Trustee may purchase (as an investment herein) assets belonging to any Trust created by a Will(s) of the Settlers or any other agreement; or lend money to this Trust Estate or to any other such Trust without personal liability of the fiduciaries thereof for repayment of such loans. Any such investments or loans are to be made at prices (upon such security, if any) and terms as may be satisfactory to Trustee; Trustee may make such investments or loans even if it is also an Executor of the Settlers' Wills or a Trustee of such other Trust Estate.

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

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

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

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

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

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

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

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

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

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

10.19. Latitude of Trustee Power. Trustee may exercise every other power (within the limits of discretion of a prudent person) not specifically granted by this agreement that may be necessary to enable it to create, continue, operate, expand or change forms of proprietorships, partnerships, joint ventures, corporations or other businesses in conjunction with this Trust including:

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

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

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

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

10.20. Exercise of Powers and Discretions. Trustee may freely exercise any of the powers and discretions granted to it in all matters concerning the Trust Estate, after forming its judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the Trust and the beneficiaries, without the necessity of obtaining the consent or approval of any court. Trustee shall exercise such powers and discretions at all times in a fiduciary capacity primarily in the interests of the Trust beneficiaries.

10.21. Executing Instruments for Administration. Trustee may execute and deliver all instruments that will accomplish or facilitate the exercise of the above powers and duties and to perform all other acts necessary or advisable to administer the Trust to any corporation, transfer agent, or governmental agency and to record a copy in the office of the County Recorder of any County.

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

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

10.24. Insurance Premiums. Unless otherwise specified in this document, Trustee shall pay premiums on all insurance policies owned by this Trust for the duration of the policy contract.

10.25. Undivided Retention. Trustee may hold and retain the entire principal of this Trust Estate until distributions will necessitate the actual division. Trustee may hold, manage, invest and account for shares or parts thereof by appropriate entries on books of account and may allocate to each share its proportionate part of all receipts and expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) All *income* from such "S" corporation stock must be distributed at least annually to such beneficiary of that beneficiary's prorata portion of the Trust Estate consisting of such "S" corporation stock.

(b) All such stock interest must be distributed to such beneficiary upon the termination of this Trust if such beneficiary is then living.

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

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

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

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

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

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

10.40. Surviving Settlor's Occupancy. Unless *otherwise expressly provided* herein to the contrary, the surviving Settlor shall be allowed to occupy and use Settlers' primary residence, or his/her interest therein, until surviving Settlor's death or long-term absence (of 120 days or longer) because of nursing home, or other long-term health care requirements.

(a) Unless otherwise provided, the surviving Settlor may direct Trustee to sell such residence and purchase another comparable residence for the surviving Settlor's use; if the surviving Settlor's children are not the same as the decedent Settlor's children then the surviving Settlor must have the unanimous permission of the decedent Settlor's children prior to the Trustee's sale of such residence.

(b) All taxes, insurance, repairs and assessments concerning such residence shall, *unless otherwise stated herein*, be paid out of the decedent Settlor's Trust Estate and the surviving Settlor's Trust Estate - prorata to and by their respective interest in this Trust Estate.

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

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

i. Concerning the Trust Estate of the first Settlor to die, such statutory-beneficiary distributions as described above shall be made prior to September 30th of the year of death of the first Settlor to die relative to that Decedent Settlor's Trust Estate.

ii. The above paragraph shall apply whenever the intent of the dispositive and administrative terms herein is to maximize the minimum distribution rules for the beneficiaries of the first Settlor to die identified as such in this Trust specifically for non-(surviving) spouse allocations of IRAs and/or other qualified retirement plan assets.

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

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

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

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

i. As may be necessary, Trustee may establish separate sub-trust accounts for each beneficiary then vested to receive IRA and/or other qualified plan distributions over an age-based allocation period(s) established hereunder for each beneficiary.

ii. Any establishment of separate sub-trusts ledgers herein for each individual beneficiary for the purposes of maximizing the minimum distributions rules for the benefit of each beneficiary shall be reported as soon as possible to the relevant qualified plan vendor(s) for their accounting and allocation purposes. Additionally, Trustee shall – if not otherwise previously arranged by the Settlers – submit a request to the relevant IRA/plan vendor(s) to establish separate trust accounts thereunder for each Trust beneficiary designated to receive annual IRA and/or other qualified plan distributions through this Trust.

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

CORPORATE TRUSTEE POWERS



10.42. Acting Corporate Trustee. The following terms shall apply concerning any Corporate Trustee so appointed to serve as Trustee herein:

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

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

ii. The foregoing shall apply regardless of any compensation, gain, or profit derived by the Corporate Trustee and/or any Authorized Party acting in any capacity in connection with any such transaction. If, at any time, any Corporate Trustee serving hereunder is merged or consolidated with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of the original Corporate Trustee, and in such capacity shall possess all rights, titles, and powers of the original Corporate Trustee.

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

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

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

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

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

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

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

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

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

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

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

10.44. Delegating Trustee Powers. At any time and from time to time, the Trustee may delegate to any Co-Trustee or any other individual or entity as a Nominee Trustee - including, but not limited to such Corporate Trustee, or any successor to it and any of its subsidiaries and affiliates (and any individual Trustee may delegate to the corporate Trustee) - any or all of the delegating Trustee's powers and authorities conferred upon such Trustee by law or by this Agreement.

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

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

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

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

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

(c) *In addition, the appointed Corporate Trustee's MINIMUM estate settlement fee to perform any charitable allocation distribution that may be prescribed in Article Eight (supra) shall be \$1,250 indexed to the date of this trust with the Consumer Price Index (CPI) published by the U.S Bureau of Labor Statistics.*

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

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

(a) So long as any such Special Nominee Trustee appointment is in effect, any power or authority hereunder that would be exercisable by the primary, Original Trustee(s) with respect to the assets to be administered by the Special Trustee, may be exercised by the Special Trustee with the same force and effect as if the primary Trustee(s) had taken such action in the absence of any such restriction or limitation.

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

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

10.49. Resignation of Trustee. Any Corporate Trustee hereunder may resign - effective sixty (60) business days of the resignation date (or less if all parties agree) - as to this Trust or any separate trust hereunder by delivering its written resignation by mail or otherwise to a Successor Trustee appointed herein (if any) otherwise to any person able to appoint a Successor Trustee herein, or to a majority in interest of the beneficiaries to whom income from this Trust or such separate trust may then be paid hereunder.

(a) A Successor Trustee, or a majority in interest of the beneficiaries then entitled to receive income from this Trust or any such separate trust created hereunder may, without liability to any present or future beneficiary of any trust created hereunder, approve the accounts of and give a full and complete release and discharge to any resigned Corporate Trustee hereunder and, upon approval of the accounts of a resigned Corporate Trustee, shall appoint any bank or trust company having a combined capital and surplus of not less than Ten Million Dollars (\$10,000,000.00), wherever located, as successor Corporate Trustee.

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

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

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

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

10.51. No Restrictions Absent Impropriety. The Trustee has the power to: (i) invest and reinvest trust assets, not restricted to "legal investments" or limited by the "prudent investor rule"; (ii) borrow money for any purpose including collateralizing trust assets to purchase and sell property and/or securities; (iii) buy, sell and trade in securities of any nature (including "short" sales) on margin, and for such purpose and may maintain and operate margin accounts with brokers, pledge any securities held or purchased by Trustee or Affiliates with such brokers as security for loans and advances made to the Trustee; and (iv) undertake banking transactions with financial institutions including the ability to open accounts with such institutions, write checks on those accounts, make deposits and withdrawals from those accounts, borrow money and to generally undertake banking transactions with any financial institutions.

10.52. Settlors Retain Control. The Settlers, and the survivor of them, reserve all rights to direct the Trustees how to invest the trust assets. *Subject to the assets management provisions stipulated herein as to any Trust Investment Advisor that may serve hereunder,* Trustee shall have investment authority over the trust assets that are not directed by the Settlers or other provisions of this Trust. Notwithstanding, at the incapacity or death of the surviving Settlor and *subject to the management provisions stipulated herein as to any Trust Investment Advisor that may serve hereunder,* the Trustee, shall have investment authority over all trust assets and thereafter retain, increase, decrease or eliminate such investments including being able to sell any of the Settlers-directed investments without the express authorization of the Settlers if the Trustee determines that such sale is appropriate to generate liquidity for the administration of the Trust. The Settlers further reserve the right to appoint a third party to direct the Trustee to make the above-described investments. Settlers acknowledge that mutual funds have costs for investment, administration, distribution and otherwise and that third-party investment advisors have their own fees, which might not be incurred for other investments, and acknowledges that Trustee or its affiliates may receive payments from mutual funds or their affiliates in connection with the funds sold to the Trust.

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10.53. IRA Administrative Trustee/Terms. Per the terms prescribed in Section 1.4 (supra), the Corporate Trustee identified in this Trust shall, *if not then already currently serving as the Trustee of this Trust,* serve in a special trustee office referred to as the "IRA Administrative Trustee" immediately upon either of Settlers' direct assignment of any 26 USC §408 Traditional and/or Roth IRA accounts to this Trust or when such has become payable to this Trust, and/or when any other Employee Retirement Income Security Act (ERISA) regulated qualified plan(s) may become payable to this Trust. The "Corporate" IRA Administrative Trustee shall create/administer separate IRA accounts on behalf of the Settlers, per the requirements defined in 26 CFR 1.408-2, which shall not be commingled with any of Settlers' other accounts held in this Trust. Upon Settlers' request, such accounts may later be reformed and administered as separate "Inherited IRA" trust accounts for each respective IRA-vested beneficiary named herein for the purposes of fully optimizing tax and asset protection planning, and distributed according to the terms specified in Article Eight (supra).

TRUST INVESTMENT ADVISOR

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

10.55. Delegation of TIA Power to an Agent. At any time or times when the TIA then serving is not an individual, the TIA may delegate its authority and discretion to an agent of the TIA to direct the investment of trust assets, to make sales and purchases of trust property and to change trust investments to an authorized individual representative or employee of the TIA, and the term *Trust Investment Advisor (TIA) or Investment Advisor* as used herein shall be deemed to include any such delegate. The TIA shall notify the Trustee in writing of any such delegation, and the Trustee shall be entitled to rely upon directions received from said delegate until it receives written notification from the TIA of the termination of said delegation.

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

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

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

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

10.60. Powers of the Trust Investment Advisor. Upon written directions – that may include electronic mail – delivered to the Trustee, the TIA may:

(a) direct the Trustee to invest the Trust Estate of each trust created under this Trust Agreement in one or more of the recommendations by the TIA whether or not then selected, or offered, by the Trustee;

(b) direct the Trustee to discontinue the investment election previously made to invest trust assets in a particular recommendation by the TIA and then to invest the Trust Estate (or each particular trust) in a different recommendation by the TIA whether or not then selected, or offered, by the Trustee; and,

(c) direct the Trustee to discontinue the investment election previously made to invest trust assets in a particular recommended investment and then to provide no further investment direction with the further understanding, acknowledgment and consent that the Trustee may elect to continue using the same recommended investment previously elected by the TIA.

(d) None of the powers or discretion granted herein to the TIA shall be exercised in a manner inconsistent with the other provisions of this instrument or the law otherwise applicable hereto regarding investments or the retention and disposition of trust assets.

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

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

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

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

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

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

(c) The Settlers and the Trust Estate, jointly and severally, both during their lifetimes and after the death of the survivor of them, hereby indemnify and hold Trustee harmless against any and all costs, liabilities and claims (including reasonable attorney fees and expenses) against the Trustee arising from any action or inaction of the Trustee pursuant to the direction of either the TIA or the Settlers; the amount of any such indemnification may be satisfied by the Trustee from the Trust Estate and charged against the principal or income thereof, as the Trustee shall (in its discretion) determine.

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

10.65. Proxies and Other Legal Matters. Trustee shall not be obligated to; (i) vote proxies for securities held in this Trust which may be issued or distributed by one or more of Trustee’s Affiliates; (ii) take any action or render any advice with respect to voting proxies; (iii) consent to corporate actions; or, (iv) exercise any other rights Trustee has as owner relating to securities held in the Trust except to the extent required by law. *Notwithstanding, the TIA shall have the right and obligation to: (i) vote any proxies; (ii) consent to any corporate actions; (iii) exercise any other rights as owner relating to the securities held in the Trust, provided, however, that TIA may delegate such rights and obligations to any properly authorized agent.*

10.66. Excepted Assets. Notwithstanding the provisions of this Article, the TIA shall have no power, authority or discretion with respect to any assets held hereunder as corpus of the Special Assets Trust *as it is defined under Section 10.33 et seq. (supra) of this Trust.*

10.67. Removal of TIA & Successors. The Settlers, or the survivor of them, or the Trust Protector (after the Settlers, or the survivor of them, are unable to act on their own accord) may remove the appointed TIA then acting, for any cause or for no cause, by delivering written notice of such removal to the TIA then acting and to the then acting Trustee (if by Settlers) effective immediately upon the receipt of Removal Notice by the TIA. Upon such removal or upon the death, disability, refusal to act or resignation of any TIA then acting, and from time to time thereafter, the successor TIA, as provided in Article Nine (supra) shall act as TIA.

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

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

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

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

10.69. Reversion of Powers of TIA to Trustee. If at any time there is no TIA or successor TIA serving pursuant to the terms and conditions of Article Nine (supra), the powers of the TIA shall cease and terminate and such powers shall be vested in the Trustee wherein Trustee shall exercise all powers, authorities and discretion with respect to the investments of said Trust(s) – as set forth, however, under the conditions prescribed below.

(a) If a TIA vacancy has been created regarding any trust made hereunder and such vacancy is not filled within sixty (60) days of Trustee's determination that the TIA vacancy has occurred, then after the expiration of said sixty-day period Trustee shall: (i) exercise all powers of the TIA, or (ii) appoint a successor TIA.

(b) Such determination that the TIA has ceased to serve may result from the notice required hereunder in which case such determination will be deemed to have been made on the date of said notice. Trustee's determination may also be recognized and enforceable from any other plausible, prudent means wherein Trustee shall document, in writing, its determination of the TIA vacancy.

(c) Any such documents used to determine TIA vacancy by Trustee shall be delivered to: (i) each person who is then entitled or eligible to receive net income from said Trust(s) who is then living and not legally incapacitated and/or to the guardian of each such person who is then under guardianship (each such person herein referred to as an "Income Beneficiary"); (ii) the Settlers when alive and not legally incapacitated; and, (iii) the Trust Protector. Said sixty (60) day period may be extended, with the written consent of the Trustee, by the Settlers when alive and not legally incapacitated, otherwise by the Trust Protector.

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

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

ARTICLE ELEVEN

– General Governing Provisions –

DEFINITIONS OF TRUST:

11.1. Descendants/Issue. "Descendants" or "issue" are those persons who are lineally descended from the same bloodline of a parent or ancestor (including legally adopted lineal descendants) except illegitimate descendants and their descendants and shall mean in this Trust instrument, unless otherwise defined, as second generation to the Settlers.

11.2. Child. "Child" means a child of the Settlers unless expressly referred to otherwise.

11.3. Per Stirpes. "Per stirpes" means distribution of a certain portion or share (of this Trust Estate) in equal shares among surviving issue of the Decedent person who would have otherwise received a portion of this Trust Estate and referred to by right of representation and not as so many Individuals.

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

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

11.6. Simultaneous Death. If the Settlers shall die simultaneously or under circumstances which make it difficult to determine with reasonable certainty which of them died first, the Settlor with the smallest federal adjusted gross estate shall be deemed to have survived for the purpose of this instrument and the provisions of this instrument shall be construed upon that assumption, irrespective of any provision of law establishing a contrary presumption or requiring survivorship for a fixed period.

(a) Notwithstanding the preceding paragraph, however, in the event that the value of the Trust Estate is equally owned and/or each Settlor's property equals a value exceeding the amount of property effectively exempted by the then allowable Unified Credit against the federal estate tax (adjusted for lifetime taxable gifts) then available to each such Settlor, then the Settlers, under such circumstances, shall be deemed to have died simultaneously.

(b) In such simultaneous deaths of Spouse & Spouse as Settlers with equal interest in their respective estates, Trustee shall not then qualify any portion of either Settlor's estate for the Federal Estate Tax Marital Deduction.

11.7. Trustee. "Trustee" means an original or any Trustee of any Trust hereunder, and may include Individuals and corporations.

11.8. Independent Trustee. "Independent Trustee" means any Trustee other than:

(a) a Trustee who is a beneficiary to whom income or principal could be distributed currently; or,

(b) a Trustee who has a legal obligation to support a beneficiary to whom income or principal could be distributed currently.

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

11.10. Mandated Documents. The requirement that a person act in writing requires a dated written document signed by such person.

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

11.12. Tax to Second Generation. "Generation-skipping tax" means any state or federal tax imposed on a generation-skipping transfer.

11.13. Gender. Where appropriate, the masculine includes the feminine, the singular includes the plural, either includes the neuter and vice versa.

RULES OF CONSTRUCTION:

11.14. Laws Governing Trusteeship and Trust Situs. All questions pertaining to the validity of any Trust created hereunder or its terms may be determined by Trustee, to the extent possible and necessary, in accordance with the laws of whatever state having sufficient connection with such Trust(s) that will support the validity of such Trust(s).

(a) If a Corporate Trustee is identified in Article Nine of this Trust as being appointed to serve in the capacity of either (i) an Original Trustee or (ii) a Successor Trustee (*in any successive order*) then, to the extent possible, the laws governing trusts in that Corporate Trustee's state of charter – or otherwise in such Corporate Trustee's current situs (if different from the state of charter) and deemed more applicable/favorable to the Settlor(s) – shall be the body of law determined to govern this Trust, and by which this Trust shall be administered.

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

11.15. Captions. Captions are for convenience only and are not intended nor used to alter any of the provisions or intent of this document. If any portion of this Trust is held to be void or unenforceable, the balance shall, nevertheless, be carried into effect.

PROTECTIVE PROVISIONS:

11.16. Marital Deduction. All provisions of this agreement shall be construed and applied so that any gifts between spouses qualify for the federal and state (of domicile) marital deduction and that the Survivor's Trust can qualify for the federal marital deduction, and any provision of this agreement incapable of being so construed or applied shall not apply to such gifts. The Survivor shall have the power to require Trustee of the Survivor's Trust to render any asset of such Trust productive of income.

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

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

11.19. Spendthrift Provision. Neither principal nor income of any Trust share hereunder nor any beneficiary's interest therein shall be subject to alienation, assignment, encumbrance, appointment or anticipation by the beneficiary, to garnishment, attachment, execution of bankruptcy proceedings, to claims for alimony or support or any other claims of any creditor or other person against the beneficiary or to any other transfer, voluntary or involuntary, to or from any beneficiary (provided that the foregoing shall not restrict the exercise of any power of appointment and that any principal distributable to any beneficiary by reason of having attained a specified age shall be fully alienable by such beneficiary after attaining such age). Notwithstanding the preceding sentence, the provisions of the preceding sentence shall not apply under any conditions where there may be an adverse impact on marital deduction elections under IRC Section 2056.

11.20. Special Powers of Appointment. Any special power of appointment may be exercised by appointment, outright or in Trust, to one or more of the permissible appointees in such portions as the holder of the power may appoint; provided:

(a) the power shall not be exercisable in favor of the holder, the holder's estate, the holder's creditors or the estate of the holder's creditors, and;

(b) It shall not include the power to create another power of appointment that, under the applicable local law, can be exercised so as to postpone the vesting of any estate or interest in the Trust property or suspend the absolute ownership or power of alienation of such Trust property for a period ascertainable without regard to the date of creation of this power.

11.21. Compensation for Trustee. All Trustees of this Trust, whether an Independent Trustee, corporate Trustee or a beneficiary (Trustee), shall be allowed to receive, from readily available Trust assets, a reasonable compensation for their administrative duties and services. Any such compensation shall not exceed the amount customarily charged by corporate fiduciaries for similar services.

11.22. Invalidity of Provisions. If any provision of this instrument be invalid, no Trust shall fail but shall continue and be administered as if such provision did not appear.

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

11.24. Disinheritance. *Except for those persons expressly identified in this Trust either by name or reference whether born or unborn*, Settlers have intentionally omitted to provide for any other persons who may be either or both of Settlers' relatives or other associations, whether or not now in being.

ARTICLE TWELVE

– Life Insurance Payable to Trustee –

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

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

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

12.4. After deducting all charges of the insurance policy concerning advances, loans or other debts, Trustee shall distribute the proceeds of the policy according to the dispositive provisions of this Trust Estate and according to the legal ownership of the policy. Any insurance policy for which its premiums were paid out of Community property assets shall retain its character as Community property and shall be valued and distributed as such in accordance with the dispositive provisions of the Community property of this Trust. And, any insurance policy for which its premiums were paid out of sole and separate property shall retain its character as sole and separate property and shall be valued and distributed as such in accordance with the dispositive provisions of the respective sole and separate property of the respective Decedent/Settlor.

12.5. Unless a policy is owned by this Trust, the designation of a person other than Trustee as beneficiary of any such policy shall cause the proceeds of such policy to pass outside the terms and conditions of this Trust (unless otherwise referenced hereto) and not be a part of this Trust with respect to such policy or any benefit thereof and shall release Trustee from all responsibility in connection with that policy.

ARTICLE THIRTEEN
– Administration of Professional Corporation –

13.1. Notwithstanding the provisions of this Trust agreement concerning the administration of the assets herein by the named Trustee(s), the following provisions shall govern those assets transferred to this Trust Estate designated as stock of a Professional Corporation, as defined under the laws of the state of domicile of the Settlers, created by and for an Individual(s) rendering professional services requiring a license to perform such and allowing such Individual to own shares of stock in such corporation:

13.2. Notwithstanding that any stock of a Professional Corporation, as defined under the laws of the state of domicile of the Settlers, which is transferred to this Trust Estate is co-owned, all stock of such corporation shall be under the administration of the shareholder who is licensed to provide the services performed by the corporation as sole Trustee and not as Co-Trustee with his/her Spouse during such owner's lifetime.

13.3. In the event the titled owner of such stock shall be the first spouse to die, then the Trustee of this Trust Estate shall be vested title of such stock as according to the provisions of this Trust instrument and shall act within the limits set by State law to formulate administration of or sale to another professional holding the same certificate of license granting authorization to perform such services.

13.4. Proceeds of any transactions of the preceding paragraph shall be distributed and administrated, in prorata designations or otherwise, under the provisions of this Trust agreement according to such property designation whether separately or co-owned as under State (of domicile) law or previous agreement between the Settlers of this Trust agreement.

13.5. Any "non-licensed" surviving Settlor/Spouse shall have equitable title as to the shares of such corporation not to exceed his/her interest in community or other jointly owned property vested to hxm/hxr by state (of domicile) law. Additionally, any remainder beneficiaries of this Trust shall have interest in such corporation limited to the proceeds from the sale of such corporation shares after the death of the licensed/Settlor/Trustee.

13.6. Any beneficiary of this Trust Estate shall have beneficial interest only (in values previously determined in this Agreement) to proceeds from a sale of the shares of the Professional Corporation, held in this Trust, and not equitable title to those shares.

ARTICLE FOURTEEN
– *Non-Liability of Separate Parties* –

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

ARTICLE FIFTEEN
– *Certificate of Trust Proving Existence* –

A Certificate of Trust signed by the Settlor of this Trust agreement and acknowledged before a Notary Public shall be conclusive evidence upon all persons and for all purposes of the facts stated in said Certificate respecting the terms of this Trust agreement and of the text thereof and of who are, from time to time, Trustees hereunder.

(End of Final Article)

RLT Page 42 (of 43)

– IMPLEMENTATION –

We, **HENRY J. SMITH & MARY A SMITH**, the undersigned Settlers of this Revocable Living Trust Agreement referred to as the:

**SMITH FAMILY TRUST
Dated: November 28, 2014**

hereby sign our names to this instrument on this _____ day of _____, 2017, and being first duly sworn, declare to the undersigned authority that we sign and execute this instrument willingly, consisting of *forty-three (43)* pages including this page, and execute it as our free and voluntary act for the purposes herein expressed, and that we are eighteen years of age or older, of sound mind, and under no constraint or undue influence.

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 11/28/2014

HENRY J. SMITH/*

MARY A SMITH/*

– ACKNOWLEDGEMENT –

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

STATE OF ARIZONA
COUNTY OF MARICOPA

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

(officer name and title)

personally appeared **HENRY J. SMITH & MARY A SMITH** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument they executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

SUCCESSOR TRUSTEE REMOVAL

- BY TRUST PROTECTOR -

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

SMITH FAMILY TRUST
Dated: November 28, 2014

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

NOTWITHSTANDING, if Section "9.4" of Article Nine in said Trust contains a provision that does not allow the Trust Protector to remove the appointed Successor Trustee without authorization from the charitable organization identified in Article Eight, then I understand that this Notice must be submitted to such charity (as well to the Successor Trustee) and deemed a request to allow the terms of this Successor Trustee Removal Notice, which cannot otherwise be validated without such authorization and remuneration (with interest) to said charity as may be applicable/required by the terms of said Trust.

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

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

x _____
Trust Protector

STATE OF _____

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

ASSIGNMENT OF PERSONAL PROPERTY

<I>

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

HENRY J. SMITH & MARY A SMITH, Trustees
SMITH FAMILY TRUST
Dated: November 28, 2014

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

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 11/28/2014

HENRY J. SMITH/*

MARY A SMITH/*

– ACKNOWLEDGEMENT –

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

STATE OF ARIZONA

COUNTY OF MARICOPA

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

(officer name and title)

personally appeared **HENRY J. SMITH & MARY A SMITH** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument they executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

CERTIFICATE OF TRUST

– Part I / Abstract –

[<1>](#) / [Pt2](#)

TO WHOM IT CONCERNS:

THIS CERTIFIES that HENRY J. SMITH & MARY A SMITH, on the date indicated below, established a Revocable Living Trust and appointed HENRY J. SMITH & MARY A SMITH as the Trustee(s) of said Trust referred to as the:

SMITH FAMILY TRUST

Dated: November 28, 2014

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

Any designated Trustee(s) hereunder shall act with full delegated powers stated herein on its own, being sufficient and therefore unnecessary to be put to further inquiry into the right of such Trustee to so act.

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

ARTICLE TWO

- Reservation of Rights -

2.1. The Settlor(s) reserve the following rights, individually as to their respective interest in Community property and as to their respective Sole and Separate property, to be exercised at any time and from time to time by a written instrument effective immediately upon its execution during their joint lives without the consent or participation of any other person:

(a) To amend said Trust, in whole or in part, or to revoke this Trust agreement in its entirety (by a writing delivered to a Trustee other than themselves if such Trustee is serving) and to remove any property previously transferred to said Trust.

(b) To add any other property to said Trust by transferring such property to Trustee, which property shall be described in a receipt signed by Trustee, and to add any other property by their wills. Trustee shall administer and distribute any such property as if it had been a part of the original Trust assets.

2.2. Settlor(s) retain the power to redirect third-party-vendor account holders to make payable to the (successor) Trustee of this Trust proceeds from all “payable on death” (POD) assets owned by the Settlor(s) including life insurance, annuities, IRAs, qualified and non-qualified retirement plans, and duly authorize said Trustee to act on behalf of the Settlor(s), upon the decease of the last Settlor to die, in executing any necessary beneficiary designation forms to accomplish this end.

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

(b) For this decreed redirect application, Settlor hereby expressly exonerate and absolve any perceived liabilities or implied obligations for and concerning third-party-vendor account holders complying with this retained redirect power on behalf of the Settlor.

ARTICLE NINE

- Successor Trustee Appointments -

9.2. Settlor shall serve as Co-Trustees until (i) they resign by a statement in writing (individually to the other Settlor or) addressed to (the successor) Trustee(s) or (ii) they are diagnosed by an attending physician as being impaired (certified in writing) beyond having the ability to manage their administrative duties of this Trust or (iii) their death.

9.3. Upon (i) resignation or (ii) inability to serve because of a medical/mental condition causing impairment of normal administrative abilities (as evidenced by a medical certificate from his/her attending physician) or (iii) death of the first Settlor to die, the remaining Settlor shall serve as sole Trustee.

9.4. Upon the (i) resignation or (ii) inability to serve because of a condition causing impairment of normal administrative abilities (as expressly certified by his/her attending physician) or (iii) death of the remaining Settlor/Trustee, **HENRY J SMITH, JR** (Creators' Son) shall serve as Trustee. If **HENRY J SMITH, JR** is unwilling or unable to serve then **ANN B SMITH** (Creators' Daughter) shall serve as Trustee of this Trust.

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

ARTICLE TEN
- Trustee Fiduciary Powers & Provisions -

10.1. Retention of Assets. Trustee may retain any asset, for as long as it deems advisable, even if (personal interest) its retention results in a lack of diversification.

10.2. Property Transaction. Trustee may sell, exchange, mortgage, lease, convey, encumber, pledge, hypothecate or otherwise dispose of any real, personal or other property to any person, entity, beneficiary or agent or to a Trust or estate of which such Trustee is also a fiduciary, including this Trust estate.

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

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

10.5. Nominee Trusteeship. It is allowable for Trustee to hold securities or other assets of this Trust estate in its own name, with (or without) disclosure of fiduciary capacity, or in the name of a nominee, or in bearer form.

ARTICLE FOURTEEN
- Non Liability of Separate Parties -

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

ARTICLE FIFTEEN
- Certificate of Trust Proving Existence-

A Certificate of Trust signed by the Trustees of this Trust agreement and acknowledged before a Notary Public shall be conclusive evidence upon all persons and for all purposes of the facts stated in said Certificate respecting the terms of this Trust agreement and of the text thereof and of who are, from time to time, the Trustees hereunder.

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

CERTIFICATE OF TRUST

– Part II / Affidavit –

<1> / Pt1

SMITH FAMILY TRUST

- 1) The **SMITH FAMILY TRUST**, which is now in full force, was created on the date recorded (below) in **Item #5** of this page.
- 2) The settlors of said trust are **HENRY J. SMITH & MARY A SMITH** who created and established said trust.
- 3) The current (co)trustee(s) of said trust are **HENRY J. SMITH & MARY A SMITH** who are located at:

**28 Wilson St
Phoenix, AZ 85000**
- 4) Said revocable trust is not (now) a separate tax entity and does not (now) therefore require a separate tax EIN number; the settlors' personal tax ID number(s) (SSN) currently serves as the tax ID number of said trust.
- 5) All property can be assigned to the trust using the following assignee designation:

**HENRY J. SMITH & MARY A SMITH, Trustees
SMITH FAMILY TRUST
Dated: November 28, 2014**

- 6) The original co-trustees shall collectively sign and authenticate all documents on behalf of the settlors in exercising the powers of trustee. Notwithstanding, either co-trustee may act independently without the necessity of consent by the remaining co-trustee provided that a proper "Independent Co-Trustee Authority" or "Nominee Trustee" power authorizing the same as been respectively executed by either or both co-trustees.
- 7) The primary (and contingent) remainderman beneficiaries of said trust were not involved in establishing the trust, in any manner.
- 8) Said trust is revocable and only the settlors have the collective power to revoke the trust. The remainderman beneficiaries of said trust are not required to consent to, and cannot direct in any manner, transactions of the settlors/trustees pertaining to the trust.
- 9) Said trust is a written document stipulating that the trustee(s) – under authority by the settlors – has the power to borrow money, purchase, construct, and/or to encumber real estate on behalf of said trust.
- 10) Said trust has not been revoked, modified, or amended in any manner to cause the representations in this Certificate of Trust to be incorrect or inapplicable.

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

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 11/28/2014

HENRY J. SMITH/*

MARY A SMITH/*

– ACKNOWLEDGEMENT –

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

STATE OF ARIZONA

COUNTY OF MARICOPA

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

 (officer name and title)

personally appeared **HENRY J. SMITH & MARY A SMITH** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument they executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

APPOINTMENT OF NOMINEE TRUSTEE

<I>

BE IT KNOWN THAT WE, **HENRY J. SMITH & MARY A SMITH**, the undersigned, declare that we are the Settlers of that certain (revocable) Declaration of Trust Agreement referred to and known as the:

SMITH FAMILY TRUST

Dated: November 28, 2014

and that we have elected – by the authority stated under Article Ten of said Trust – to appoint a *Nominee Trustee* to serve as our Agent in the office of Trustee of said Trust which we are together now currently serving.

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

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

x _____
HENRY J. SMITH

x _____
MARY A SMITH

- ACKNOWLEDGEMENT -

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, _____, before me, _____, the undersigned officer, personally appeared **HENRY J. SMITH & MARY A SMITH**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged to me that they executed/signed the same in their authorized capacity, and that by their signatures executed/signed this instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

TRUST "B" REMARRIAGE FORFEITURE

<I>

We, **HENRY J. SMITH & MARY A SMITH**, the undersigned, declare that we are the Settlers of that certain (revocable) Declaration of Trust Agreement referred to and known as the:

SMITH FAMILY TRUST Dated: November 28, 2014

and that we have elected, within compliance to applicable provisions of said Trust, to amend said Trust, as follows:

WHEREAS, under Article One, the Settlers reserve the right of revocation and amendment (within Trust provisions) to any and all Articles to said Trust.

THEREFORE, pursuant to such authority and right, the undersigned hereby declare that in the event that the **surviving Settlor/Spouse** remarries (after the death of the first Settlor to die) then Trust "B" (Decedent's Trust) shall be administrated and distributed for and to the benefit of the heirs of the first Settlor to die as though the surviving Settlor had then died - effective on the date of his/her remarriage.

ACCORDINGLY, this Amendment shall apply notwithstanding any other income or principal distributions previously available, as per said Trust, to the surviving spouse from Trust "B" of said Trust.

This Amendment No. _____ of said Trust is hereby executed and to be effective on this the ____ day of _____, _____.

x _____
HENRY J. SMITH

x _____
MARY A SMITH

STATE OF ARIZONA
COUNTY OF MARICOPA

On this ____ day of _____, _____, before me, _____, the undersigned officer, personally appeared **HENRY J. SMITH & MARY A SMITH**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged to me that they executed/signed the same in their authorized capacity, and that by their signatures executed/signed this instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

RELINQUISHMENT OF CO-TRUSTEE DUTY

HENRY J. SMITH

<D>

I, **HENRY J. SMITH**, the undersigned, hereby declare that I am a Settlor and a Co-Trustee of and under that certain Declaration of Trust Agreement referred to and known as the:

SMITH FAMILY TRUST

Dated: November 28, 2014

in which provision is made for a Settlor's voluntary release of authority as Trustee to the other Co-Trustee named therein.

I, the undersigned Settlor/Co-Trustee under said Trust Agreement, by this statement, voluntarily relinquish all authority, power, right and duty as Co-Trustee to my spouse, **MARY A SMITH**, who shall act alone as Trustee and shall have and exercise all of the powers vested in Trustee as authorized in said Trust.

x _____
HENRY J. SMITH

– ACKNOWLEDGEMENT –

STATE OF ARIZONA

COUNTY OF MARICOPA

On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared **HENRY J. SMITH** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature executed this instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

RELINQUISHMENT OF CO-TRUSTEE DUTY

MARY A SMITH

<D>

I, **MARY A SMITH**, the undersigned, hereby declare that I am a Settlor and a Co-Trustee of and under that certain Declaration of Trust Agreement referred to and known as the:

SMITH FAMILY TRUST

Dated: November 28, 2014

in which provision is made for a Settlor's voluntary release of authority as Trustee to the other Co-Trustee named therein.

I, the undersigned Settlor/Co-Trustee under said Trust Agreement, by this statement, voluntarily relinquish all authority, power, right and duty as Co-Trustee to my spouse, **HENRY J. SMITH**, who shall act alone as Trustee and shall have and exercise all of the powers vested in Trustee as authorized in said Trust.

x _____
MARY A SMITH

– ACKNOWLEDGEMENT –

STATE OF ARIZONA

COUNTY OF MARICOPA

On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared **MARY A SMITH** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature executed this instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

INDEPENDENT CO-TRUSTEE AUTHORIZATION

HENRY J. SMITH

<I>

I, **HENRY J. SMITH**, the undersigned, hereby declare that I am a Settlor and Co-Trustee of and under that certain Declaration of Trust Agreement referred to and known as the:

SMITH FAMILY TRUST

Dated: November 28, 2014

in which provision is made for a Spouse/Settlor to nominate, as (co)Trustee, another to serve as Trustee/Agent on behalf of the appointing (co)Trustee.

THEREFORE I, by this statement, hereby appoint my spouse – MARY A SMITH – to act independently of me as (co)Trustee of said Trust in all events as allowable by law and by decree, and thus declare that my spouse is authorized by me to act independently and alone as Trustee of said Trust in all events notwithstanding that I am currently serving as Co-Trustee of said Trust.

x _____
HENRY J. SMITH

– ACKNOWLEDGEMENT –

STATE OF ARIZONA

COUNTY OF MARICOPA

On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared **HENRY J. SMITH** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature executed this instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

INDEPENDENT CO-TRUSTEE AUTHORIZATION

MARY A SMITH

<D>

I, **MARY A SMITH**, the undersigned, declare that I am a Settlor and Co-Trustee of and under that certain Declaration of Trust Agreement referred to and known as the:

SMITH FAMILY TRUST

Dated: November 28, 2014

in which provision is made for a Spouse/Settlor to nominate, as (co)Trustee, another to serve as Trustee/Agent on behalf of the appointing (co)Trustee.

THEREFORE I, by this statement, hereby appoint my spouse – HENRY J. SMITH – to act independently of me as (co)Trustee of said Trust in all events as allowable by law and by decree, and thus declare that my spouse is authorized by me to act independently and alone as Trustee of said Trust in all events notwithstanding that I am currently serving as Co-Trustee of said Trust.

x _____
MARY A SMITH

– ACKNOWLEDGEMENT –

STATE OF ARIZONA

COUNTY OF MARICOPA

On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared **MARY A SMITH** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature executed this instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

CO-SETTLOR'S RELINQUISHMENT

TO SUCCESSOR TRUSTEE

<I>

I, **HENRY J. SMITH**, the undersigned, declare that I am the Settlor/Trustee under that certain Declaration of Trust Agreement referred to and known as the:

SMITH FAMILY TRUST

Dated: November 28, 2014

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

Therefore, by this statement, I voluntarily relinquish all authorities, powers and rights as Trustee, under said Trust agreement, to the Successor Trustee –

who shall, hereafter, have and exercise all of the powers vested in Trustee as authorized in said Trust.

x _____
HENRY J. SMITH

– ACKNOWLEDGEMENT –

STATE OF ARIZONA

COUNTY OF MARICOPA

On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared **HENRY J. SMITH** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature executed this instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

CO-SETTLOR'S RELINQUISHMENT



TO SUCCESSOR TRUSTEE

I, **MARY A SMITH**, the undersigned, declare that I am the Settlor/Trustee under that certain Declaration of Trust Agreement referred to and known as the:

SMITH FAMILY TRUST

Dated: November 28, 2014

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

Therefore, by this statement, I voluntarily relinquish all authorities, powers and rights as Trustee, under said Trust agreement, to the Successor Trustee -

who shall, hereafter, have and exercise the powers vested in Trustee as authorized in said Trust.

x. _____
MARY A SMITH

- ACKNOWLEDGEMENT -

STATE OF ARIZONA

COUNTY OF MARICOPA

On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared **MARY A SMITH** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature executed this instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

SUCCESSOR TRUSTEE ACCEPTANCE NOTICE



PLEASE TAKE NOTICE THAT I/We, the undersigned -

named as Successor Trustee under that Declaration of Trust Agreement referred to as the:

SMITH FAMILY TRUST
Dated: November 28, 2014

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

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

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

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

x _____
Successor Trustee (Trustee Agent)

STATE OF _____

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

SUCCESSOR TRUSTEE DECLINATION NOTICE



TO WHOM IT CONCERNS:

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

SMITH FAMILY TRUST
Dated: November 28, 2014

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

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

- _____ The declining/vacating Successor Trustee may appoint a successor to occupy such vacancy.
- _____ A majority vote of the surviving beneficiaries of said Trust agreement shall elect and appoint a Successor Trustee.
- _____ A court-appointed individual or corporate entity shall serve as the Successor Trustee.

x _____
Successor Trustee (or Trustee Agent)

STATE OF _____

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

SUCCESSOR TRUSTEE'S TERMINATION

⏪

I (WE), _____, the undersigned, declare that I (we) am (are) the Settlor(s) under that certain (revocable) Declaration of Trust Agreement referred to and known as the:

SMITH FAMILY TRUST
Dated: November 28, 2014

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

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

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

Dated this ____ day of _____, _____.

x _____
HENRY J. SMITH

x _____
MARY A SMITH

– ACKNOWLEDGEMENT –

STATE OF ARIZONA
COUNTY OF MARICOPA

On this ____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared **HENRY J. SMITH & MARY A SMITH** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged to me that they executed/signed the same in their authorized capacity, and that by their signatures executed/signed this instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

SURVIVING SPOUSE DISCLAIMER

TRUST "B" INCOME

<I>

I, _____, the undersigned, declare that I am the surviving Settlor of that certain Declaration of Trust Agreement known as the:

**SMITH FAMILY TRUST
Dated: November 28, 2014**

As concerning Article Six of said Trust, I, by this expressed statement, hereby relinquish and disclaim forever any and all rights, interest and beneficial enjoyment to all –

INCOME DISTRIBUTIONS

of and from my decedent spouse's Credit Shelter Trust Estate (Trust "B") established for me under Article Four of said Trust.

If the right to receive such *income distributions* is the only beneficial enjoyment that I currently am entitled to receive from Trust "B", as of this date, then such Trust "B" shall be administrated and distributed as though I had then deceased on this date. Provided that I have executed this disclaimer within the time-limit requirements of IRC §2518 and provided I have not accepted any such benefits of Trust "B", I declare this disclaimer to be *qualified* herein where this disclaimer shall *not be deemed a gift* for transfer tax purposes. If I have not executed this disclaimer within the time requirements and/or have accepted benefits of Trust "B", that would otherwise create a non-qualified transfer (non-qualified for tax purposes), I declare this disclaimer to be a gift, for transfer tax purposes, to the persons receiving benefits of this disclaimer as provided herein.

x _____
Surviving Settlor

– ACKNOWLEDGEMENT –

STATE OF ARIZONA
COUNTY OF MARICOPA

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

SURVIVING SPOUSE DISCLAIMER

TRUST "B" PRINCIPAL

<I>

I, _____, the undersigned, declare that I am the surviving Settlor of that certain Declaration of Trust Agreement known as the:

SMITH FAMILY TRUST

Dated: November 28, 2014

As concerning Article Six of said Trust, I, by this expressed statement, hereby relinquish, and disclaim forever any and all powers, rights, interest and beneficial enjoyment to all –

GRANTS TO/FOR INVASION OF PRINCIPAL

of and from my decedent spouse's Credit Shelter Trust Estate (Trust "B") established for me under Article Five of said Trust.

If the right to receive distributions from principal is the only beneficial enjoyment that I currently am entitled to receive from Trust "B", as of this date, then Trust "B" shall be administrated and distributed as though I had then deceased on this date. If I have executed this disclaimer within the time requirements of State statutes and the Internal Revenue Code (Section 2518) and provided I have not accepted any such benefits of Trust "B", I declare this disclaimer to be *qualified* herein where this disclaimer shall *not be deemed a gift* for transfer tax purposes. If I have not executed this disclaimer within the State and Federal time requirements and/or have accepted benefits of Trust "B", that would otherwise create a non-qualified transfer (non-qualified for tax purposes), I declare this disclaimer to be a gift, for transfer tax purposes, to the persons receiving benefits of this disclaimer as provided herein.

x _____

Surviving Settlor

– ACKNOWLEDGEMENT –

STATE OF ARIZONA

COUNTY OF MARICOPA

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

PHYSICIAN MEDICAL CERTIFICATION

HENRY J. SMITH



Attending Physician: _____

Practice Address: _____

Date of Certification: _____

TO WHOM IT CONCERNS:

I, _____, the attending physician of **HENRY J. SMITH** who presents himself to be a (the) Settlor/Trustee of the **SMITH FAMILY TRUST**, have diagnosed his medical/mental condition as follows:

I declare therefore, by this Certification in writing, that, in my professional opinion, **HENRY J. SMITH** has a present medical/mental condition that would significantly impair his normal ability to act as a fiduciary, in any capacity, concerning his own affairs and expressly that as of a trustee or as an attorney-in-fact for another. Further, I disavow any liability or responsibility as to the intended application or use of this Certification.

x _____
Attending Physician

STATE OF _____

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

PHYSICIAN MEDICAL CERTIFICATION

MARY A SMITH



Attending Physician: _____

Practice Address: _____

Date of Certification: _____

TO WHOM IT CONCERNS:

I, _____, the attending physician of **MARY A SMITH** who presents herself to be a (the) Settlor/Trustee of the **SMITH FAMILY TRUST**, have diagnosed her medical/mental condition as follows:

I declare therefore, by this Certification in writing, that, in my professional opinion, **MARY A SMITH** has a present medical/mental condition that would significantly impair her normal ability to act as a fiduciary, in any capacity, concerning her own affairs and expressly that as of a trustee or as an attorney-in-fact for another. Further, I disavow any liability or responsibility as to the intended application or use of this Certification.

x _____
Attending Physician

STATE OF _____

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

– POWER OF ATTORNEY INSTRUCTIONAL –

NOTICE TO PRINCIPALS

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

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

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

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

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

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

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

DURABLE POWER OF ATTORNEY

– *OVER ASSETS* –

< / SP

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

I, **HENRY J. SMITH**, the undersigned, have appointed **MARY A SMITH**, my spouse, to serve as my lawful Attorney-in-Fact over assets – or if my spouse is unwilling or unable to serve then I appoint **HENRY J SMITH, JR** (*as my first alternate*) or **ANN B SMITH** (*as my second alternate*) – to perform for me and in my name certain acts which I might and could do if I were present and capable by granting herewith the following INITIALED powers:

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

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

AUTHORIZATION BY INITIALS OF UNDERSIGNED PRINCIPAL:

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

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

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

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

SMITH FAMILY TRUST
Dated: November 28, 2014

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

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

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

– IMPORTANT NOTICE –

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

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 11/28/2014

HENRY J. SMITH/*

– ACKNOWLEDGEMENT –

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

STATE OF ARIZONA

COUNTY OF MARICOPA

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

(officer name and title)

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

DPA/Asset Page 4 (of 4)

(A "Self-Proving Affidavit of Witnesses" for this Durable Power of Attorney document is available for printing through Client Console #179652 at the Affidavit of Witnesses portal located under the Documents/Storage menu bar).

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

DURABLE POWER OF ATTORNEY

– OVER ASSETS –

<I> / CL

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

I, **MARY A SMITH**, the undersigned, have appointed **HENRY J. SMITH**, my spouse, to serve as my lawful Attorney-in-Fact over assets – or if my spouse is unwilling or unable to serve then I appoint **HENRY J SMITH, JR** (*as my first alternate*) or **ANN B SMITH** (*as my second alternate*) – to perform for me and in my name certain acts which I might and could do if I were present and capable by granting herewith the following INITIALED powers:

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

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

AUTHORIZATION BY INITIALS OF UNDERSIGNED PRINCIPAL:

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

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

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

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

SMITH FAMILY TRUST
Dated: November 28, 2014

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

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

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

– IMPORTANT NOTICE –

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

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 11/28/2014

MARY A SMITH/*

– ACKNOWLEDGEMENT –

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

STATE OF ARIZONA
COUNTY OF MARICOPA

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

(officer name and title)

personally appeared **MARY A SMITH** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument she executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

(A "Self-Proving Affidavit of Witnesses" for this Durable Power of Attorney document is available for printing through Client Console #179652 at the Affidavit of Witnesses portal located under the Documents/Storage menu bar).

DURABLE AGENT NOTICE

<|> / SP

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

TO WHOM IT CONCERNS:

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

the _____ day of _____, 20_____

Applicable statement to be checked by Agent:

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

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

x _____
Agent

STATE OF _____

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

DURABLE AGENT NOTICE

<I> / CL

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

TO WHOM IT CONCERNS:

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

the _____ day of _____, 20_____

Applicable statement to be checked by Agent:

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

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

x _____
Agent

STATE OF _____

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

LAST WILL & TESTAMENT

(Pour-Over Will)

HENRY J. SMITH

< / > / SP

I, **HENRY J. SMITH**, a resident of Maricopa County, State of Arizona, revoke any prior Wills and Codicils and make this my Last Will & Testament.

ARTICLE ONE

- Payment of Expenses & Taxes -

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

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

SMITH FAMILY TRUST

Dated: November 28, 2014

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

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

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

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

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

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

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

3.5. My Personal Representative may (i) exercise all of the foregoing elections and any others available under any tax law, to obtain, to the extent practicable, both the optimum reduction in my estate taxes and in the income taxes estimated to be payable by my estate or the beneficiaries thereof, any business interests in my estate and the optimum deferral of all of those taxes, (ii) make adjustments between income and principal amounts and to allocate the benefits from any election among the various beneficiaries of my estate, and (iii) compensate for the consequences of any election that it believes has had the effect of preferring one beneficiary or a group of beneficiaries of my estate over others. All such foregoing elections and adjustments shall not, however, diminish any portion that would create an adverse taxable event to my estate or beneficiaries thereof.

ARTICLE TWO

- Personal Property Allocations -

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

SMITH FAMILY TRUST

Dated: November 28, 2014

ARTICLE THREE
- Estate Residue Disposition-

I give the rest, residue and remainder of my estate, that may not have been transferred to said Trust during my lifetime, consisting of all the property I can dispose of by my Will and not effectively disposed of by the preceding Articles of this Will, to the Trustee of said Trust, as existing at my death, so to be added to and disposed of as a part of the assets of such Trust.

ARTICLE FOUR
- Personal Representative Appointment -

<|> / SP

I hereby nominate and appoint my spouse, **MARY A SMITH**, to serve as my Personal Representative and the Executor of my Will. If my spouse is unable or unwilling to serve or continue as the Executor of my Will, then I nominate **HENRY J SMITH, JR** to serve as my Personal Representative and the Executor of my Will. If **HENRY J SMITH, JR** is unable or unwilling to serve or continue as the Executor of my Will, then I nominate **ANN B SMITH** to serve as the Executor of my Will.

ARTICLE FIVE
- Fiduciary Provisions -

The following shall apply to my Fiduciary / Personal Representative:

1. Administrative Powers: My Personal Representative shall have the power to (i) sell at private or public sale, to retain, to lease, and to mortgage or pledge for the purpose of borrowing money, any or all of the real or personal property of my probate estate, (ii) make partial distributions from my probate estate from time to time and to distribute the residue in cash or in kind or partly in each, and for that purpose to determine the value of property distributed in kind, and (iii) sell to, buy from, lend to, and borrow from the trustee of any trust I may establish even though such trustee may be the same as my Personal Representative.

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

ARTICLE SIX
- Guardianship Appointments -
<I> / SP

If a personal guardian is necessary for any minor or dependent child of mine, then I hereby nominate **MARY A SMITH**, my spouse, to serve as guardian of the same. If my spouse is unwilling/unable to serve as guardian, then I nominate **HENRY J. SMITH, JR.** to serve.

ARTICLE SEVEN
- Jurisdiction -

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

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

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

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 11/28/2014

HENRY J. SMITH/*

– ACKNOWLEDGEMENT –

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

STATE OF ARIZONA
COUNTY OF MARICOPA

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

(officer name and title)

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

(A "Self-Proving Affidavit of Witnesses" for this Last Will & Testament document is available for printing through Client Console #179652 at the Affidavit of Witnesses portal located under the Documents/Storage menu bar).

LAST WILL & TESTAMENT

(Pour-Over Will)

MARY A SMITH

<I> / CL

I, **MARY A SMITH**, a resident of Maricopa County, State of Arizona, revoke any prior Wills and Codicils and make this my Last Will & Testament.

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SMITH FAMILY TRUST

Dated: November 28, 2014

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

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

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

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

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

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

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

3.5. My Personal Representative may (i) exercise all of the foregoing elections and any others available under any tax law, to obtain, to the extent practicable, both the optimum reduction in my estate taxes and in the income taxes estimated to be payable by my estate or the beneficiaries thereof, any business interests in my estate and the optimum deferral of all of those taxes, (ii) make adjustments between income and principal amounts and to allocate the benefits from any election among the various beneficiaries of my estate, and (iii) compensate for the consequences of any election that it believes has had the effect of preferring one beneficiary or a group of beneficiaries of my estate over others. All such foregoing elections and adjustments shall not, however, diminish any portion that would create an adverse taxable event to my estate or beneficiaries thereof.

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- *Personal Property Allocations* -

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Dated: November 28, 2014

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I give the rest, residue and remainder of my estate, that may not have been transferred to said Trust during my lifetime, consisting of all the property I can dispose of by my Will and not effectively disposed of by the preceding Articles of this Will, to the Trustee of said Trust, as amended and existing at my death, in order to be added to and disposed of as a part of the assets of such Trust.

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

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- Contents of Will, Testimonial and Attestation Provisions -

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MARY A SMITH/*

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STATE OF ARIZONA
COUNTY OF MARICOPA

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

(officer name and title)

personally appeared **MARY A SMITH** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument she executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

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