

ESTATE PLANNING
and
LIVING TRUST PORTFOLIO
of
JOHN B. DOE
and
MARY A DOE

Date Signed:
January 1, 2024

SUMMARY OF FIDUCIARIES AND OTHER DESIGNATED PERSONS

TRUSTEES: JOHN B. DOE and MARY A. DOE as the initial Trustee and co-Trustees

SUCCESSOR TRUSTEES / EXECUTORS:

Successor: Claudia Bee Doe

Backup: Clark Kent

DESIGNATION OF GUARDIANS:

For John:

1st Agent: Claudia Bee Doe

2nd Agent: Clark Kent

For Maria:

1st Agent: Claudia Bee Doe

2nd Agent: Clark Kent

AGENTS FOR THE GENERAL POWER OF ATTORNEY:

For John:

1st Agent: Claudia Bee Doe

2nd Agent: Clark Kent

For Maria:

1st Agent: Claudia Bee Doe

2nd Agent: Clark Kent

AGENTS FOR THE HEALTH CARE DIRECTIVE:

For John:

1st Agent: Claudia Bee Doe

2nd Agent: Clark Kent

For Maria:

1st Agent: Claudia Bee Doe

2nd Agent: Clark Kent

FINAL DISPOSITION INSTRUCTIONS:

For **John:**

1st Agent: Claudia Bee Doe
2nd Agent: Clark Kent

For **Maria:**

1st Agent: Claudia Bee Doe
2nd Agent: Clark Kent

HIPAA WAIVER:

For **John:**

1st Agent: Claudia Bee Doe
2nd Agent: Clark Kent

For **Maria:**

1st Agent: Claudia Bee Doe
2nd Agent: Clark Kent

SAMPLE

SUMMARY OF THE ESTATE PLAN

INITIAL TRUSTEES: John B. Doe and Maria A. Doe

Primary Trustee: John B. Doe
Date of birthdate: January 1, 1950
Phone: (626) 676-1845
Email: J2828@gmail.com
Address: 43222 Arabia St. Pasadena, California 91101
County: Los Angeles County

Second Trustee: Maria A. Doe
Date of birthdate: January 30, 1955
Phone: (626) 676-1845
Email: J2doe@gmail.com
Address: 43222 Arabia St. Pasadena, California 91101
County: Los Angeles County

FAMILY:

Relationship status: Married
Our Living children: We have two children; Alexander Doe and Annie Doe
Our Deceased children: We have no deceased children.
John's other Children: I have no child(ren) from another relationship.
Maria's other Children: I have two child(ren) from another relationship; Lety Smith and Javier August

REVOCABLE TRUST DETAILS:

Trust name: THE DOE FAMILY REVOCABLE LIVING TRUST
Trust date: January 1, 2024

SUCCESSOR TRUSTEE AND WILL EXECUTOR:

Primary Successor: Claudia Bee Doe, our sibling
Primary Address 731 Bath Street, Santa Barbara, CA. 93101
Primary contact info: [Email:](#) Tel: () -

Back up Successor: Clark Kent, our friend
Back up Address 731 Bath Street, Santa Barbara, CA. 93101
Back up contact info: Email@gmail.com (222) 333-4444

DESIGNATION OF GUARDIANS:

For John:
Primary Guardian: Claudia Bee Doe
Back-up Guardian: Clark Kent

For Maria:
Primary Guardian: Claudia Bee Doe
Back-up Guardian: Clark Kent

FINANCIAL POWERS FOR JOHN AND MARIA

GENERAL POWER OF ATTORNEY FOR JOHN:

Effective: Springing power
Initial Agent: Maria
1st Agent: Claudia Bee Doe, my sister-in-law
1st Agent Address 731 Bath Street, Santa Barbara, CA. 93101
1st Agent contact info: [Email@gmail.com](#) (222) 222-3333

2nd Agent: Clark Kent, my friend
2nd Agent Address 731 Bath Street, Santa Barbara, CA. 93101
2nd Agent contact info: [Email@gmail.com](#) (222) 333-4444

GENERAL POWER OF ATTORNEY FOR MARIA:

Effective: Immediately
Initial Agent: John
1st Agent: Claudia Bee Doe, my sister-in-law
1st Agent Address 731 Bath Street, Santa Barbara, CA. 93101
1st Agent contact info: Email@gmail.com Tel: (111) 123-1234

2nd Agent: Clark Kent, my friend
2nd Agent Address 731 Bath Street, Santa Barbara, CA. 93101
2nd Agent contact info: [Email@gmail.com](#) (222) 333-4444

HEALTH POWERS FOR JOHN

HEALTH CARE DIRECTIVE FOR JOHN:

Initial Agent: Maria
1st Agent: Claudia Bee Doe, my sister-in-law
1st Agent Address 731 Bath Street, Santa Barbara, CA. 93101
1st Agent contact info: Email@gmail.com (222) 222-3333

2nd Agent: Clark Kent, my friend
2nd Agent Address 731 Bath Street, Santa Barbara, CA. 93101
2nd Agent contact info: Email@gmail.com (222) 333-4444

Choice: Right to Die
Organ: Yes I am ok with organ donation if I can help.
Autopsy: No autopsy, unless required by law

HIPAA WAIVER FOR JOHN:

Initial Agent: Maria
1st Agent: Claudia Bee Doe
2nd Agent: Clark Kent

FINAL DISPOSITION INSTRUCTIONS FOR JOHN:

Initial Agent: Maria
1st Agent: Claudia Bee Doe
2nd Agent: Clark Kent
Wishes: cremation
Disposition of ashes/remains: I direct my cousin Claudia Bee Doe to exercise her best judgment to make all arrangements for my funeral and memorial services.
Burial arrangements: I direct my cousin Claudia Bee Doe to exercise her best judgment to make all arrangements for my funeral and memorial services.
Post Death Arrangements: none

HEALTH POWERS FOR MARIA:

HEALTH CARE DIRECTIVE FOR MARIA:

Initial Agent: John
1st Agent: Claudia Bee Doe
2nd Agent: Clark Kent
Choice: Prolong Life
Organ: Does not wish an anatomical gift provision
Autopsy: Yes on an autopsy

HIPAA WAIVER FOR MARIA:

Initial Agent: John
1st Agent: Claudia Bee Doe
2nd Agent: Clark Kent

FINAL DISPOSITION INSTRUCTIONS FOR MARIA:

Initial Agent: John
1st Agent: Claudia Bee Doe
2nd Agent: Clark Kent
Wishes: burial
Disposition of ashes/remains: Not Known
Burial arrangements: Not Known
Post Death Arrangements: My friend Sonia Smith will notify my agents of my prearrangements.

LIVING TRUST WISHES (final page of the Living Trust)

Section 6.F.

(2): The Trustee shall distribute the remainder of the Trust Estate as follows:

- (2) The Trustee shall distribute the remainder of the Trust Estate as follows:
 - (a) The Successor Trustee shall manage the Trust Estate, settle any required outstanding liabilities and then distribute such items of my tangible personal property as may then be included in the Trust Estate in accordance with any written instructions left by me and the remainder of such personal property, or all of it if no such instructions are left, to the remainder of my Trust Estate as detailed in this section.
 - (b) We leave our properties to our children in different shares, in the following percentages: 75% to Child A and 25% to Child B. If any of our children should die before us, their share shall be distributed to any other of their surviving children in equal shares.
 - (c) A designate Name as the beneficiary of our retirement accounts and life insurance policies. Our other investments shall be distributed equally among our children.
 - (d) Our Trustee shall be compensated with a fee of percentage or amount of the estate's value for their services in executing our wishes.

THE DOE FAMILY LIVING TRUST

THIS TRUST AGREEMENT is entered into by JOHN B. DOE and MARIA A. DOE, as Settlers, and JOHN B. DOE and MARIA A. DOE, as co-Trustees (hereinafter referred to as "Trustee"). For all purposes hereunder, the words "we," "us," "our," "their," and similar pronouns, shall refer to Settlers, JOHN B. DOE and MARIA A. DOE, and shall be construed as the possessive when the context would so indicate.

ARTICLE I

RECITALS AND CONVEYANCE

WHEREAS we JOHN B. DOE and MARIA A. DOE desire to establish a trust of which, during our lifetimes and the lifetime of the survivor of us, we are the exclusive recipients of the economic benefits.

WHEREAS this Trust shall be initially funded with the assets described in the attached Schedule "A" entitled "INITIAL TRUST FUNDING"; these assets and any assets later added to the trust shall be known as the "Trust Estate" and shall be held, administered and distributed as provided in this document and any subsequent amendments to this document.

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

ARTICLE II

DECLARATIONS

2.A. Name. This trust shall be known as **THE DOE FAMILY LIVING TRUST.**

2.B. Family. We, John B. Doe and Maria A. Doe, sometimes hereinafter referred to as husband and/or wife, are married. We have two children of this marriage living now; namely;

Annie Doe, our daughter, born on May 03, 1999

Alexander Doe, our son, born on December 12, 1995

We, John B. Doe and Maria A. Doe, have no deceased children of this marriage.

I, John B. Doe, have no children of other relationship(s).

I, Maria A. Doe, have two children of other relationship(s) namely;

Lety Smith, my daughter born on August 03, 1990

Javier August, my son, born on December 20, 1980

Any child or children of ours born or adopted after the date of this Trust shall be treated as though such child or children was/were specifically named in this Paragraph 2.B.

We have intentionally, and not as a result of any mistake or inadvertence, omitted in this Trust to provide for any other child of either of us and/or the issue of such child, if any and however defined by law, presently living.

2.C. Successor Trustees:

(1) If either of us shall cease to act for any reason (including either a court or physician declared incapacity as described in Paragraph 2.E.), during our joint lifetimes, the other of us shall act as sole Trustee of the trust.

(2) After the death of either of us, the survivor of us shall act as sole Trustee of the trust.

(3) In the event that both of us cease to act for any reason (including either a court or physician declared incapacity as described in Paragraph 2.E.), we shall be succeeded by:

Primary Successor Trustee: Claudia Bee Doe is our relative who lives at:
731 Bath Street, Santa Barbara, CA 93101.

Back-up Successor Trustee: If said successor Trustee fails to qualify or ceases to act, the following person shall act as the alternate Successor Trustee:

Clark Kent is our relative who lives at:
731 Bath Street, Santa Barbara, CA 93101.

(4) While co-Trustees are acting, only one signature shall be required to conduct business with respect to property and/or assets held or owned by the trust. Any third party dealing with the trust may rely upon this singular authority without any further evidence. Any trust asset may be titled to reflect this authority, including the designation "and/or".

2.D. Trust Estate:

(1) It is our intention that all property transferred to this Trust, and the proceeds of such property, shall continue to retain the same character as the separate property of either party or as the jointly owned property of both parties that such property had immediately prior to being transferred to the trust. Further, it is our intention that the Trustee shall have no more extensive power over any jointly owned transferred to the Trust Estate than either of us would have had this Trust not been created and this Trust shall be interpreted to achieve this intention; further, the Trustee shall segregate and maintain appropriate books and records to avoid the commingling of the separate property of either party or as the jointly owned property of both parties. This limitation shall terminate on the death of either of us.

(2) We, and/or any other person, may add to the principal of the trust by deed, will, or otherwise.

2.E. Definitions. For any interpretation of this Trust, the following definitions shall apply:

- (1) Beneficiary.** “Beneficiary” or “beneficiaries” means any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested;
- (2) Cease to Act.** “Cease to act” means the resignation, death, incapacity or disappearance of a Trustee;
- (3) Code.** When not accompanied by any other defining references, “Code” refers to the Internal Revenue Code of 1986 (as separately published as Title 26 of the U.S. Code), as amended, and to any regulations pertaining to the referenced sections;
- (4) Descendants.** “Descendants” includes a person’s lineal descendants of all generations;
- (5) Disappearance.** “Disappearance” means an individual’s whereabouts remains unknown for a period of sixty (60) days. If any beneficiary (including either of us) is not seen or heard of for a period of one year and no physical remains or body has been recovered, it is presumed that such beneficiary is not alive;
- (6) Education.** “Education” or “educational purposes” includes any course of study or instruction which may, in the Trustee’s discretion, be useful in preparing a beneficiary for any vocation consistent with the beneficiary’s abilities and interests. Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable and necessary, again in the Trustee’s discretion;
- (7) Incapacity.**

 - (a) In the case of a question or dispute, a Trustee’s incapacity (whether the Trustee is either of us or a successor) is evidenced by written opinion of two (2) physicians that the Trustee is unable to effectively manage his or her own property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause;
 - (b) If there is no question or dispute, a Trustee’s incapacity is established by the written opinion of only one doctor;
 - (c) An individual is deemed incapacitated if a court of competent jurisdiction has declared the individual to be incompetent or legally incapacitated. If an individual fails to grant the court making such determination valid authorization to disclose such individual’s protected health information under any applicable federal and/or state statute, or if such individual subsequently revokes such authority, the individual shall be deemed incapacitated; and,
 - (d) An individual is deemed restored to capacity whenever the individual’s personal or attending physician provides a written opinion that the individual is able to effectively manage his or her own property and

financial affairs and such individual shall then resume the position of Trustee or co-Trustee held immediately prior to the incapacitation;

(8) **Issue.** “Issue” refers to lineal descendants of all degrees and includes adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and to children born outside of a lawful marriage only if a parent/child relationship (as determined under California law) existed between such child and his or her parent, living or deceased, who was a beneficiary hereunder. A child in gestation who is later born alive and survives for thirty (30) days shall be considered as issue in being throughout the period of gestation;

(9) **Legal Representative or Personal Representative.** “Legal representative” or “personal representative” shall mean a person’s guardian, conservator, executor, administrator, trustee, or any other person or entity personally representing a person or the person’s estate;

(10) **Principal and Income.** The determination by the Trustee in all matters as to what shall constitute principal of the trust, gross income therefrom and distributable net income under the terms of the trust shall be governed by the provisions of the Principal and Income Act of the State of California, except as to any of such matters as may otherwise be provided for in this instrument. In the event and to the extent that any of such matters relating to what constitutes principal or income of the trust and in the allocation of receipts and disbursements between these accounts is not provided for either in this Trust or in such Principal and Income Act, the Trustee has full power and authority to determine such matters;

(11) **Pronouns and Gender.** The feminine, masculine or neutral gender, and the singular or plural number, is deemed to include the others whenever the context so indicates;

(12) **Qualified Beneficiary.** “Qualified Beneficiary” means any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested as well as those who could receive distributions after termination of the interests of current beneficiaries;

(13) **Request in Writing.** When either of us is acting as the Trustee or as a co-Trustee, the requirement of a writing to be signed by either of us as a Settlor and/or a beneficiary and delivered to either of us as the Trustee is waived;

(14) **Right of Representation.** Whenever a distribution is to be made by “right of representation” or “per stirpes,” the assets are to be divided into as many shares as there are then living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child’s share shall be divided among such deceased child’s then living descendants in the same manner;

(15) **Settlor.** “Settlor” has the same legal meaning as “Grantor,” “Trustor,” “Trustmaker,” or any other term referring to the creator of a trust;

(16) **Shall or May.** Unless otherwise specifically provided in this agreement or by the context in which used, we use the word “shall” in this Trust to command, direct or require, and the word “may” to allow or permit, but not require. In the context of the Trustee, when

we use the word “may” we intend that the Trustee may act in the Trustee’s sole and absolute discretion unless otherwise stated in this Trust; and,

(17) **Trustee.** Any reference to “Trustee” shall be deemed to refer to whichever individual, individuals (including either of us) or corporation is then acting as the Trustee.

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

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

2.H. Maximum Duration of Trusts. Regardless of any other provision herein, the maximum duration for any trust created hereunder is the longest period that property may be held in trust under the applicable statutes of the state then governing the situs of administration of this Trust. If, under those rules, such maximum duration of a trust must be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals alive upon the death of the survivor of us, or at such other time that the application of such rules limiting the duration of a trust is deemed to begin, those individuals shall consist of all beneficiaries (including future and/or contingent) of this Trust (as hereinafter named) alive at the death of the survivor of us. Any trust created hereunder must end immediately prior to such maximum duration and, thereupon, the Trustee shall pay over the principal, free from such trust, to the person or persons then entitled to receive the net income.

2.I. No-Contest Provision. Pursuant to §21310, *et seq.*, of the California Probate Code, in the event any beneficiary under this Trust shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Trust shall be determined as it would have been determined had the person predeceased the survivor of us without being survived by issue:

- (1) Contests in any court the validity of this Trust and/or any last Will of either of us which leaves assets to this Trust;
- (2) Seeks to obtain adjudication in any proceeding in any court that this Trust, or any of its provisions, and/or any last Will which leaves assets to this Trust, or any provisions

therein, of either of us is void, except to the extent permitted by §21380 of the California Probate Code;

- (3) Seeks otherwise to set aside this Trust or any of its dispositive provisions;
- (4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from this Trust on the grounds that such property was not ours at the time of the transfer or at the time of our death; and/or,
- (5) Files a creditor's claim against the estate of either of us or prosecutes an action against either of our estates or this Trust for any claim for damages or services alleged to have been incurred during the lifetime of either of us (this subparagraph shall not apply to a creditor's claim filed by a beneficiary solely for reimbursement of administrative costs, expenses, funds advanced in the preservation of the estate of either of us or for sums advanced for the payment of the last illness and/or funeral expenses of either of us).
- (6) The Trustee is hereby authorized to defend, at the expense of the trust, any contest or other attack of any nature on this Trust or any of its provisions. A "contest" shall include any action described above in an arbitration proceeding and shall not include any action described above solely in a mediation not preceded by a filing of a contest with a court, notwithstanding the foregoing; further, a "contest" shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property.
- (7) If California law governs the foregoing provisions of this Paragraph, then California Probate Code §21311 shall apply and the foregoing provisions of this Paragraph may only be enforced against the following types of contests:
 - (a) a direct contest that is brought without probable cause;
 - (b) a pleading to challenge a transfer of property on the grounds that it was not the transferor's property at the time of the transfer; and/or,
 - (c) the filing of a creditor's claim or prosecution of an action based on it.
- (8) The terms "direct contest" and "pleading" have the same meanings as set forth in California Probate Code §21310. All trusts created in this agreement are "protected instruments" as provided in California Probate Code §21310(e).

2.J. Presumptions. Any beneficiary who shall not be living thirty (30) days after the death of either of us shall be deemed not to have survived such person; except that in our case, if the order of our deaths cannot be established by proof, each spouse shall be deemed to be the surviving spouse.

2.K. Special Distributions. If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Trust Agreement in a person not yet twenty-one (21), or a person who suffers from substance abuse, or a person who the Trustee determines is incapacitated, or a person whose financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without

supervision of any court, may hold or distribute such property (subsequently referred to in this Paragraph as the “protected property”) in accordance with the following provisions:

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

(2) The Trustee may distribute any protected property to or for the benefit of such beneficiary: (a) directly to the beneficiary; (b) on behalf of the beneficiary for the beneficiary’s exclusive benefit; (c) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a form reserving title, management and custody of such account to a suitable person for the use of such beneficiary for the maximum period permitted by the California Uniform

(3) Transfers to Minors Act; (d) in any form of an annuity; and, (e) in all ways provided by law dealing with gifts or distributions to or for minors or persons under incapacity. The receipt for distributions by any such person shall fully discharge the Trustee.

(3) In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, any governmental entitlements and the future needs of the beneficiary during the term of the trust. The protected property shall, at all times, remain free of all claims by any governmental agency and/or creditors of the beneficiary.

(4) Notwithstanding the provisions of the preceding subparagraphs or any other provision of this Agreement, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction. Finally, nothing herein shall prevent a distribution mandated by the provisions hereinabove set forth relating to the Maximum Duration of Trusts.

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

(1) The arbitrator(s) shall be a practicing lawyer licensed to practice law in the State of California (or such other state whose laws then govern this Trust) and whose practice has been devoted primarily to wills and trusts for at least ten (10) years. The arbitrator(s) shall apply the substantive law (and the law of remedies, if applicable) of the State of California

(or such other state whose laws then govern this Trust). The arbitrator's decision shall not be appealable to any court, but shall be final and binding on any and all persons who have or may have an interest in this Trust, including unborn or incapacitated persons, such as minors or any person for whom a conservator has been appointed or any other protective order has been made.

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

2.M. Uneconomical Administration. No other provision of this Trust to the contrary, if at any time a share or trust being administered for any income beneficiary or group of income beneficiaries other than the survivor of us has such fair market value as to make the continued administration of the share or trust uneconomical as determined by the Trustee, in the Trustee's sole discretion, the Trustee may pay the entire balance of such share or trust to the person or persons then entitled to the income therefrom and to the person or persons (if different persons from the income interests) then entitled the remainder interest thereof, in proportion to their interests therein.

ARTICLE III

TRUSTEESHIP

3.A. Successor Trustees. We may, during our joint lifetimes, appoint individuals or corporations as co-Trustees or successor Trustees, by a written instrument other than a Will delivered to the other Trustee(s), if any are then-acting. Upon the death of the first of us, the survivor may appoint, by the same method, individuals or corporations as co-Trustees or successor Trustees. If the survivor of us is incapacitated, the person who has been nominated to serve as successor Trustee may designate his or her successor, if there is no named successor to that successor Trustee or if the person designated as his or her successor is unable or unwilling to serve.

3.B. Appointment of Trustee. If there is no Trustee acting hereunder, then a majority of the adult beneficiaries shall appoint a successor Trustee or co-Trustees by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act; provided however, if the Trustee who is being replaced was not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint, the power to appoint a new Trustee or co-Trustees shall be limited to the appointment of a Trustee (or of co-Trustees) who is also not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint. For purposes of this Paragraph, "beneficiaries" shall exclude charitable organizations.

3.C. Resignation. Any Trustee may resign at any time by giving written notice to us, if living, or the survivor of us, and thereafter to the other Trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by us or the majority of the beneficiaries, but no later than thirty (30) days after such written notice. Notwithstanding the foregoing, the Trustee may, at the expense of any trust created hereunder, secure the appointment of a successor Trustee of such trust by a court of competent jurisdiction.

3.D. Liability. No successor Trustee shall be under any obligation to examine the accounts of any prior Trustee, and a successor Trustee shall be exonerated from all liability arising from any

prior Trustee's acts or negligence. It is our intention that any Trustee serving hereunder shall be accountable only from the date such Trustee actually receives the assets of the trust.

3.E. No Bond Required. No bond shall be required of any person or institution named, or subsequently appointed, as Trustee.

3.F. Compensation. A Trustee shall be entitled to receive, out of the income and principal of the trust, compensation for its services hereunder to be determined, if a corporate Trustee, by the application of the current rates then charged by the Trustee for trusts of a similar size and character, and, if the Trustee shall be an individual, such compensation shall be the average of the current rates then charged by corporate fiduciaries doing trust business in the County of _____ my residence for trusts of a similar size and character. The Trustee shall also be entitled to reimbursement for all travel and other necessary expenses incurred in the discharge of the Trustee's duties. The Trustee may impose any Trustee fees or other expenses of the trust against the principal or income of the trust without any duty to seek reimbursement from the interest not charged.

3.G. Reports. As the persons holding the power to revoke pursuant to Probate Code §15800, while either of us is living and if neither of us is acting as the Trustee or co-Trustee, the then-acting Trustee shall report information and render an accounting, pursuant to Probate Code §§16060, et. seq., at least annually to us unless we have waived such accounting and, to the greatest extent permitted by law, the requirement for any notice, accounting and/or report to any other beneficiary shall be waived. If both of us are or if the survivor is incapacitated, such accounting shall be given to our legal conservator or, if no such conservator has been appointed, to our representative payee for Social Security purposes. After the death of the survivor of us, the Trustee shall render an annual accounting to each beneficiary, except as such reporting shall be waived by such beneficiary; provided however, if the only beneficiary then-entitled to an accounting is also the sole Trustee, the Trustee shall render an annual accounting to each qualified beneficiary, except as such reporting shall be waived by such qualified beneficiary.

(1) If beneficiaries entitled to an accounting are minors, their accounting shall be delivered to their parents or guardian. If beneficiaries entitled to an accounting are incapacitated, their accounting shall be delivered to their legal representative;

(2) Unless the accounting is objected to in writing within one hundred and eighty (180) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including beneficiaries who are not known or who are not yet born; and,

(3) The records of the Trustee shall be open at all reasonable times to inspections. The Trustee shall not be required to make any reports or accountings to the courts; however, nothing herein stated shall be deemed to restrict the Trustee from seeking judicial approval of the Trustee's accounts.

3.H. Payments to Beneficiaries:

(1) The Trustee shall pay the net income of any trust hereunder to the beneficiary to whom such income is directed to be paid, at such times as shall be convenient to such beneficiary and agreed to by the Trustee;

(2) Any income and/or principal of any trust hereunder to which any beneficiary may be entitled may, without regard to any order or assignment purporting to transfer the same to any other person, be paid or distributed by the Trustee, in the Trustee's sole discretion, into the hands of such beneficiary, or to the guardian of the person of such beneficiary, or be mailed to such beneficiary's last known address, or deposited to the account of such beneficiary in a bank or trust company of good standing, or be applied for the benefit of such beneficiary and his or her dependents directly by the Trustee; and the receipt for any payment or distribution or evidence of the application of any income or principal made in conformity with the foregoing shall discharge the Trustee from any further liability therefore; and,

(3) Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust, the Trustee shall not be liable to any beneficiary of this Trust for distribution made as though the event had not occurred.

3.I. Division of Trust Estate. There shall be no requirement for the physical segregation or division of any trusts created hereunder except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

3.J. Trustee Authority:

(1) Subject to state law, a Trustee may appoint an "Attorney-in-Fact" and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee and may at pleasure revoke such appointment. Any such appointment shall be made by a written, acknowledged instrument.

(2) No purchaser from or other person dealing with the Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to the Trustee, and the receipt by the Trustee shall be a full discharge; and no purchaser or other person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with the Trustee should relate, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the trust.

(3) Prior to delivering the Trust Estate 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 the Trustee's discretion and does not terminate the trust), the Trustee may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution. If any beneficiary or beneficiaries shall refuse to provide a requested release and discharge, the Trustee may require court settlement of such accounts; all of the Trustee's fees and expenses (including attorneys' fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.

(4) The certification of a Trustee and/or Attorney-in-Fact that such Trustee and/or agent is acting according to the terms of this Trust shall fully protect all persons dealing with such Trustee and/or agent.

(5) Notwithstanding any power of individual signature contained in this Trust or hereafter conferred on the Trustees, no one co-Trustee shall have the right, power or authority to make any unilateral decision affecting the trust, other than of a purely ministerial nature.

3.K. Release of Healthcare Information, including HIPAA Authority. We intend for the Trustee to be treated as we would regarding the use and disclosure of our individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 USC 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act (“CMIA”), California Civil Code §56. We authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company or medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from either of us for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of our individually identifiable health information and medical records regarding any past, present or future medical or mental health condition. For the purpose of complying with §56.11 of the California Civil Code, we have each executed a form entitled AUTHORIZATION AND WAIVER FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH concurrently herewith.

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

3.L. Life Insurance. Upon the death of either of us, the Trustee shall proceed immediately to collect the net proceeds of policies, if any, on our lives which are then payable to the Trustee and shall hold such proceeds for the purposes and upon the trusts provided in Article VI of this Trust. Payment to the Trustee by an insurance company of the proceeds of such policies and receipt of such proceeds by the Trustee shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Trust or see to the application of such payments. The Trustee may prosecute and maintain any litigation necessary to enforce payment of such policies.

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

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

ARTICLE IV

TRUSTEE'S POWERS

Subject to the provisions and limitations set forth expressly herein, the Trustee shall have, in general, the power to do and perform any and all necessary acts and things in relation to the trust in the same manner and to the same extent as an individual might or could do with respect to his or her own property. No enumeration of specific powers made herein shall be construed as a limitation upon the foregoing general powers, nor shall any of the powers conferred herein upon the Trustee be exhausted by the use thereof, but each shall be continuing. In addition to the above, the Trustee shall have all of the powers enabled by §16200, et. seq., of the California Probate Code (as though such powers were set forth herein) and, in addition, the Trustee is specifically authorized and empowered to exercise those powers hereinafter set forth in this Article IV.

4.A. Agreements. To carry out the terms of any valid agreements which we, or either of us, may have entered into during our lifetimes regarding property owned by the trust.

4.B. Asset Title. To hold securities or other property in the Trustee's name as trustee, or in "street name," or in bearer form.

4.C. Bank Accounts. To open and maintain accounts in the name of the Trustee with any bank, credit union, trust company or savings and loan association authorized and doing business in any State, District or Territory of the United States of America. If more than one the Trustee shall be acting, the Trustees may designate one or more of them to conduct banking activities and to make deposits, withdrawals and endorsements upon giving written notice of such designation to the bank, credit union, trust company, or savings and loan association in question; and such bank, credit union, trust company or savings and loan association shall be protected in relying upon such designation.

4.D. Contracts. To enter into contracts which are reasonably incident to the administration of the trust.

4.E. Deal with Fiduciaries. To buy from, sell to, and generally deal with the Trustee individually and as a fiduciary.

4.F. Depreciation Reserve. The Trustee shall not be required to establish any reserve for depreciation or to make any charge for depreciation against any portion of the income of the trust.

4.G. Digital Assets and Electronic Communications. To exercise all powers over any digital device, digital asset, user account and electronically stored information, including any user account and digital asset that currently exists or may exist as technology develops, whether the same is in the name of this trust or the name of either of us (such accounts shall include, without limitation, electronic banking accounts, "cryptocurrency" accounts, electronic investment accounts, debt

management accounts, automatic bill payment directives, and social media accounts). Such powers include, but are not limited to, changing and circumventing the username and password to gain access to such user accounts and information; accessing any of the passwords or other electronic profile data from applicable electronic record host entities; transferring or withdrawing funds or other digital assets among or from such user accounts; opening new user accounts in the name of the trust; all as the Trustee determines is necessary or advisable. The Trustee shall have full authority to access, manage, control, delete and terminate any electronically stored information and communications of the trust or which either of us has an interest to the fullest extent allowable under the federal Electronic Communications Privacy Act of 1986, 18 USC 2510 et seq., as amended from time to time, the Revised Uniform Fiduciary Access to Digital Assets Act (Part 20, Division 2 of the California Probate Code) and any other federal, state or international law; and, to take any actions which an individual owner would be authorized to take under all applicable terms of service, terms of use, licensing and other account agreements or laws. To the extent a specific reference to any federal, state, local or international law is required in order to give effect to this provision, we specifically provide that it is our intention to so reference such law, whether such law is now in existence or comes into existence or is amended after the date of this Trust Agreement.

4.H. Divisions and Distributions. In any case in which the Trustee is required to divide any trust assets into shares for the purpose of distribution (or otherwise), such division may be in kind, including undivided interests in any real property, or partly in kind and partly in money, pro rata or non-pro rata. For such purposes, the Trustee may make such sales of trust assets as the Trustee may deem necessary on such terms and conditions as the Trustee shall deem fit, and to determine the relative value of the securities or other assets so allotted or distributed; the Trustee's determination of values and of the property for such distribution shall be conclusive. The decision of the Trustee in distributing assets in reliance on this paragraph shall be binding, and shall not be subject to challenge by any beneficiary.

4.I. Indebtedness. With respect to any indebtedness owed to the trust, secured or unsecured:

- (1) To continue the same upon and after maturity, with or without renewal or extension, upon such terms as the Trustee deems advisable; and,
- (2) To foreclose any security for such indebtedness, to purchase any property securing such indebtedness and to acquire any property by conveyance from the debtor in lieu of foreclosure.

4.J. Invest and Reinvest. To invest, reinvest, change investments and keep the trust invested in any kind of property, real, personal, or mixed, including by way of illustration but not limitation, oil and gas royalties and interests; precious metals; common and preferred stocks of any corporation; bonds; notes; debentures; trust deeds; mutual funds or common trusts, including such funds administered by a Trustee; interests in Limited Liability Companies; interests in partnerships, whether limited or general and as a limited or general partner; intending hereby to authorize the Trustee to act in such manner as the Trustee shall believe to be in the best interests of the trust and the beneficiaries thereof. The Trustee is specifically vested with the power and authority to open, operate and maintain securities brokerage accounts wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee shall deem appropriate or useful and, further, while we, or either of us, are acting as a Trustee, such account(s) may deal in commodities, options, futures contracts, hedges, puts, calls and/or straddles (whether or not covered by like securities held in the

brokerage account). These powers shall be construed as expanding the “standards of care” rule of the California Trust Code (Division 9 of the California Probate Code beginning with §15000) or in the Uniform Prudent Investor Act (as it may otherwise apply).

4.K. Life Insurance. To purchase insurance on the life of any person or persons, including the lives of either of us.

4.L. Loans. To borrow for the trust from any person, corporation or other entity, including the Trustee, at such rates and upon such terms and conditions as the Trustee shall deem advisable, and to pledge and/or hypothecate as security any of the assets of the trust for the benefit of which such loan is made by mortgage, deed of trust or otherwise for the debts of the trust or the debts of either of us, or to guarantee the debt of either of us; to lend money upon such terms and such conditions as the Trustee deems to be in the best interests of the trust and the beneficiaries thereof, including the lending of money from one trust to any other trust created hereunder and to borrow on behalf of one trust from any other trust created hereunder, and further including the right to lend money to the probate estate (if any) of either of us, but in such event such loans shall be adequately secured and shall bear the then prevailing rate of interest for loans to such persons or entities for the purposes contemplated.

4.M. Manage and Control. To manage, control, sell at public or private sale, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to pledge or encumber by mortgage or deed of trust or any other form of hypothecation; to otherwise dispose of the whole or any part of the trust on such terms and for such property or cash or credit, or any combination thereof, as the Trustee may deem best; to lease for terms within or extending beyond the duration of the trust for any purposes; to create restrictions, easements, to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; to institute, compromise and defend actions and proceedings with respect to the trust; and to secure such insurance, at the expense of the trust, as the Trustee may deem advisable. This Paragraph specifically gives the Trustee the full discretion and power to sell and convey any real property owned by the trust, including our personal residence.

4.N. Professional Assistance. To employ and compensate agents, investment managers, attorneys, accountants, and other professionals deemed by the Trustee to be reasonably necessary for the administration of the trust, and the Trustee shall not be liable for any losses occasioned by the good faith employment of such professionals, nor shall the Trustee be liable for any losses occasioned by any actions taken by the Trustee in good faith reliance upon any advice or recommendation thereof; to pay all costs, taxes, and charges in connection with the administration of the trust; and to be reimbursed for all reasonable expenses, including attorneys' fees, incurred in the management and protection of the trust and to pay such professionals a reasonable fee without court approval thereof. Any such payment by the Trustee of such fees shall be out of principal or income, as the Trustee may elect, or partially out of each. The discretion of the Trustee to pay these expenses from income or principal, or partially from each, is subject to the Trustee's fiduciary obligation to treat income beneficiaries and remaindermen equitably.

4.O. Purchase. To purchase property at its fair market value as determined by the Trustee from the probate estate (if any) of either of us.

4.P. Receive Assets. To receive, take possession of, sue for, recover and preserve the assets of the trust, both real and personal, coming to its attention or knowledge, and the rents, issues and profits arising from such assets.

4.Q. Retention of Trust Property. To retain, without liability for loss or depreciation resulting from such retention, any assets received by the Trustee or any property that may from time to time be added to the trust or any trust created hereunder; or any property in which the funds of any trust may from time to time be invested, for such time as the Trustee shall deem best, even though such property may represent a large percentage of the total property of the trust or it would otherwise be considered a speculative or inappropriate investment. This authority shall be construed as expanding the “standards of care” rule of the California Trust Code (Division 9 of the California Probate Code beginning with §15000) or in the Uniform Prudent Investor Act (as it may otherwise apply); however, this authority shall not supersede any right otherwise granted to the surviving spouse under this Trust Agreement to compel that certain trust assets be made productive.

4.R. Safe Deposit Boxes. To hire a safe deposit box and/or space in a vault and to surrender or relinquish any such safe deposit box and/or space in a vault.

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

4.T. Tax Consequences. To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this Trust Agreement; to take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Trust Agreement and its beneficiaries.

4.U. General Powers. To do any and all other acts necessary, proper or desirable for the benefit of the trust and its beneficiaries, and to effectuate the powers conferred upon the Trustee hereunder.

ARTICLE V

MY RETAINED POWERS

5.A. Revocation. During our joint lifetimes, this Trust may be revoked in whole or in part by an acknowledged instrument in writing signed by either of us which shall refer to this Trust and to this specific power and which shall be delivered to the then-acting Trustee and the other spouse. In the event of such revocation, the jointly owned property and/or the community estate (as hereinabove defined) held by the trust shall revert to both of us as if this Trust had not been created and any separate property held by the trust shall revert to the spouse who contributed such separate property and shall constitute spouse's separate property as if this Trust had not been created.

5.B. Amendment. We may, at any time during our joint lifetimes, amend any of the terms of this Trust by an acknowledged instrument in writing signed by both of us which shall refer to this Trust and to this specific power and which shall be delivered to the then-acting Trustee.

5.C. Revocation and Amendment after the First Death.

- (1) On the death of the first of us, the surviving spouse shall have the power to amend, revoke, or terminate the entire trust in whole or in part.
- (2) Revocation and amendment shall be made in the manner as herein above provided in Paragraphs 5.A. and 5.B.
- (3) After the death of the surviving spouse, the trust may not be amended or revoked.

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

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

5.F. Residential Property. We reserve the right to have complete and unlimited, possession, use and control of any real property which may ever constitute an asset of the Trust Estate and which is occupied by us for residential purposes, thereby retaining the requisite beneficial interest and possessory rights in and to such real property to comply with the "Homestead" laws of the State in which such property is located, so that such requisite beneficial interest and possessory rights constitute in all respects "equitable title to real estate". Notwithstanding anything to the contrary contained in this Trust, our interest in such real property shall be an interest in real property and such real property shall be deemed to be our homestead; such use and control shall be without rent or other accountability to the Trustee. As part of such use and control, we, and not the Trustee, shall have the responsibility to manage such property, pay taxes, insurance, utilities and all other charges against the property, and may, at our option, charge such expenses to the trust, or may request reimbursement for any advances made for such purposes.

ARTICLE VI

DISPOSITION OF TRUST

6.A. Trustee's Basic Duties. During the term of this Trust, the Trustee shall hold, manage, invest, and reinvest the trust, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this ARTICLE VI.

6.B. Disposition During Our Joint Lifetimes. During our joint lifetimes, we shall be equally entitled to the entire net income of the jointly owned property and/or the community estate (as hereinabove defined) held by the trust. At the written request of both of us, the Trustee shall pay to either spouse so much of the principal of the jointly owned property and/or the community estate held by the trust as we shall request or shall make such gratuitous transfers of the principal of the jointly owned property and/or the community estate held by the trust as we both shall direct. During our joint lifetimes, the Trustee shall also pay to each spouse, or shall apply for such spouse's benefit, the entire net income of such spouse's separate property (if any) held by the trust. At the written request of the spouse who contributed any separate property to the trust, the Trustee shall pay to such spouse so much of the principal of such separate property as he or she shall request; further, the Trustee may also make gifts in favor of our issue, and any spouse of such issue. In this context, a gift "in favor of" a person includes but is not limited to a gift to a trust, an account under the Uniform Transfers to Minors Act of any jurisdiction, and a Tuition Savings Account or Prepaid Tuition Plan as defined under §529 of the Code. Provided however, the aggregate amount of any gifts made in any one calendar year to any one individual shall not exceed the amount that may be made free of federal gift tax.

6.C. Disposition During Incapacity. If at any time during our joint lifetimes, it is determined that either of us has become physically or mentally incapacitated as hereinabove defined in Paragraph 2.E., whether or not a court of any jurisdiction has declared that person in need of a conservator, the Trustee shall pay to the other of us, or apply for the benefit of either of us, first from the jointly owned property and/or the community estate (as hereinabove defined) held by the trust, and then equally from our separate estates, the amounts of net income and principal necessary in the Trustee's discretion for the proper health, support, and maintenance of both of us in accordance with our accustomed manner of living at the date of such incapacity, until the incapacitated spouse is again able to manage his or her own affairs, or until the earlier death of such incapacitated spouse. The non-incapacitated spouse may also withdraw from time to time accumulated trust income and principal of the jointly owned property and/or the community estate held by the trust. The Trustee shall accumulate any of the net income not so paid over and/or applied and shall add the same to the principal of the jointly owned property and/or the community estate or the separate estate, as the case may be.

As a guide to the Trustee, it is our intent that we, and the survivor of us, shall remain in our primary residence as long as it is medically reasonable and, if we should need convalescent care, that we be able to return home as soon as it is medically reasonable; the expense of home care shall be of secondary importance. This paragraph is for the guidance of the Trustee only and should not be considered by any third party as a restriction or limitation on the Trustee's powers to manage the trust in the Trustee's absolute discretion.

6.D. Authorized Administrative Actions at Our Deaths. At and after the death of either of us, the Trustee is authorized and directed to pay over to our executor, administrator, or personal representative so much of the Trust Estate as such representative shall state in writing is necessary

or desirable to provide the estate with funds with which to pay the funeral expenses, debts, cost of administration and/or the taxes on the taxable estate, including taxes which may be imposed upon the probate estate, upon the Trust Estate and/or upon any property or interest in property, legal or equitable, which is included in the taxable estate, and any such statement of our executor, administrator, or personal representative (regardless of the nature or extent of the assets held in such the estate) shall be binding and conclusive upon the Trustee and upon all persons and corporations having any interest in the Trust Estate.

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

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

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

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

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

(d) All estate taxes imposed on property includible in either of our gross taxable estates under §2041 of the Code (or an applicable statute for state purposes) by reason of a general power of appointment held by the deceased shall be charged to and paid from the property subject to the power. Further, we direct that the amount of the general power of appointment property equal to the taxes attributable to the value of the property shall be paid to the Trustee, to be held in this trust and used to pay such taxes. The amount of taxes attributable to the property shall equal (i) the amount of all taxes imposed on either of our taxable estates (including the value of the general power of appointment property), less (ii) the amount of all taxes that would have been imposed on the taxable estate excluding the value of the general power of appointment property. The rules promulgated under §2207 of the Code shall apply in determining the amount of the incremental tax to be paid from the general power of appointment property.

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

(3) Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares, the Trustee may, in the Trustee's discretion, defer such distribution or division up to six (6) months after such death. When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this Trust in the absence of this Paragraph and all rights given to the beneficiaries of such trust assets under other provisions of this Trust shall be deemed to have accrued and vested as of such prescribed time; further, the beneficiaries of such trust assets shall be entitled to receive interest on the delayed distribution pursuant to California law (if there is no provision expressly applicable to trusts, then interest shall be paid pursuant to California law applicable to decedents' estates). Upon making distribution of trust assets or a division of trust assets into separate trusts, the assets shall be valued at the date of distribution or the date of funding the trusts created by this instrument if such date is different than the date of death, and the Trustee shall distribute or divide so as to avoid application of terminable interest rules and regulations.

4) Further, from time to time during the period between the death of either of us and the funding of any trust which is to come into existence under the terms of this Trust as a result of such death, the Trustee may, in the Trustee's discretion, distribute cash and/or other trust properties, not only to such trust, but also to or for the direct benefit of any individual beneficiary or beneficiaries of such trust (i.e., one to whom distributions of the income of such trust might then be made); provided however, that:

(a) All such direct distributions to any beneficiary of any such trust shall be in lieu of (and thus credited toward) allocations otherwise required to be made to that trust as provided above; and,

(b) No distribution which might thus be made to any beneficiary of any such trust shall exceed the amount then remaining to be allocated to that trust, or the amount which might properly be distributed by the trust to that beneficiary under the terms of that particular trust (nor shall it involve any trust assets which are prohibited by any other term of this Trust from allocation to that trust).

6.E. Administration of the Trust Estate at the Death of the First of Us. The first of us to die shall be called the "Deceased Party" and the survivor of us shall be called the "Surviving Party". On the death of the Deceased Party, the entire Trust Estate shall continue in trust for the benefit of the Surviving Party, without exception, and with the full power of revocation. During the lifetime of the Surviving Party, the Trustee shall pay to such party, or apply for such party's benefit, the entire net income from the entire Trust Estate. At the written request of the Surviving Party, the Trustee shall pay to such party as much of the principal of the entire Trust Estate as such party shall request. During the lifetime of the Surviving Party, the Trustee, in the Trustee's sole discretion, may additionally pay to or apply for the Surviving Party's benefit such principal distributions as the Trustee deems necessary for the Surviving Party's health, support, comfort, enjoyment, welfare and maintenance. The Trustee shall exercise in a liberal manner the power to

invade the principal of the Trust Estate for the Surviving Party, since it is our intent that the comfort, welfare and happiness of the Surviving Party is primary and the rights of the remaindermen in the trust shall be considered of secondary importance.

6.F. Distribution of the Trust Estate at the Death of the Surviving Party. On the death of the Surviving Party, the Trustee shall hold, administer and distribute the entire Trust Estate, as then constituted, as follows:

- (1) The Trustee shall distribute our tangible personal property in the following manner:
 - (a) All costs of safeguarding, insuring, storing, and delivering the tangible personal property to the beneficiaries entitled thereto shall be paid out of the Trust Estate as an expense of administration.
- (2) The Trustee shall distribute the remainder of the Trust Estate as follows:
 - (a) The Successor Trustee shall manage the Trust Estate, settle any required outstanding liabilities and then distribute such items of my tangible personal property as may then be included in the Trust Estate in accordance with any written instructions left by me and the remainder of such personal property, or all of it if no such instructions are left, to the remainder of my Trust Estate as detailed in this section.
 - (b) We leave our properties to our children in different shares, in the following percentages: 75% to Child A and 25% to Child B. If any of our children should die before us, their share shall be distributed to any other of their surviving children in equal shares.
 - (c) A designate Name as the beneficiary of our retirement accounts and life insurance policies. Our other investments shall be distributed equally among our children.
 - (d) Our Trustee shall be compensated with a fee of percentage or amount of the estate's value for their services in executing our wishes.

Signed on: _____ (date) in _____ (county), California.



JOHN B. DOE,
Settlor



MARIA A. DOE,
Settlor

We hereby acknowledge receipt of the Trust Estate, accept the terms of THE DOE FAMILY LIVING TRUST, and covenant that we will execute the trust with all due fidelity.

JOHN B. DOE,
Co-Trustee

MARIA A. DOE,
Co-Trustee

We, the undersigned witnesses, affirm our signatures and our names to this instrument, and do hereby declare that John B Doe and Maria A Doe, the Settlor, signs and executes this instrument as her Trust and she signs it willingly (or willingly directs another to sign for her), and that each of us, in the presence and hearing of the Settlor, hereby signs this Trust as witness to the Settlor's signing, and that to the best of our knowledge the Settlor is of legal age, of sound mind and under no constraint or undue influence.

Witness 1

Witness 2

Signature

Signature

Print full name

Print full name

Address

Address

City, State, Zip

City, State, Zip

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

STATE OF CALIFORNIA)
) ss.
County of _____)

On _____, before me, _____,
a Notary Public, personally appeared JOHN B. DOE and MARIA A. DOE, , who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Seal)

DECLARATION OF TRUST

We, **JOHN B. DOE** and **MARIA A. DOE**, hereby declare that all assets of every kind and description and wheresoever situated which we jointly or individually presently own or hereafter acquire (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, all real property, investments, bank accounts, etc.), other than any Individual Retirement Accounts or other type of plan which is tax deferred under the Internal Revenue Code of 1986, as amended, are transferred to and the same shall be owned by:

THE DOE FAMILY LIVING TRUST,

being a revocable living trust, which exists under a certain Trust Agreement created by us concurrently herewith.

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

Signed on: January 1, 2024, in _____ (county), California.

JOHN B. DOE

MARIA A. DOE

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

STATE OF CALIFORNIA)
) ss.

County of _____)

On _____, before me, _____,
a Notary Public, personally appeared JOHN B. DOE and MARIA A. DOE, , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Seal)

SCHEDULE “A”
OF
THE DOE FAMILY LIVING TRUST

INITIAL TRUST FUNDING

1. The real property located at 43222 Arabia St. Pasadena, CA. 91101
2. All articles of personal and household use and ornament of every kind and description and wheresoever situated.

EXECUTED on: January 1, 2024, in _____ (county), California.

JOHN B. DOE,
Settlor

MARIA A. DOE,
Settlor

ASSIGNMENT OF PERSONAL PROPERTY

We, **JOHN B. DOE** and **MARIA A. DOE**, hereby declare that all articles of personal and household use and ornament of every kind and description and wheresoever situated which we or either of us presently own or hereafter acquire regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, club memberships, digital devices, digital assets, user accounts and electronically stored information (such accounts shall include, without limitation, electronic banking accounts, "cryptocurrency", electronic investment accounts, debt management accounts, automatic bill payment directives, and social media accounts); glass; clothing; jewelry; precious stones; furniture; rugs; paintings and other works of art; books; china; silverware, collections; etc., (and including all insurance with respect thereto) are transferred to and the same shall be owned by:

THE DOE FAMILY LIVING TRUST,

being a revocable living trust, which exists under a certain Trust Agreement created by us concurrently herewith.

The foregoing declaration and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in our respective individual name or names, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed. This declaration may be terminated by us by written notice to the Trustee of the above-mentioned trust. Notwithstanding this transfer in trust, we reserve the unlimited right to the use of the aforementioned items.

Signed on: January 1, 2024, in _____ (county), California.

JOHN B. DOE

MARIA A. DOE

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

STATE OF CALIFORNIA)
) ss.
County of _____)

On _____, before me, _____,
a Notary Public, personally appeared JOHN B. DOE and MARIA A. DOE, , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Seal)

Please remove and discard when complete

CERTIFICATION OF TRUST

TO: ALL FINANCIAL INSTITUTIONS, MUTUAL FUND ADMINISTRATORS, TITLE INSURERS, TRANSFER AGENTS, AND OTHER PERSONS AND INSTITUTIONS

The undersigned desire to confirm the establishment of a revocable living trust named THE DOE FAMILY LIVING TRUST (hereinafter referred to as the "Trust"). The following provisions are found in said Trust and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with the original co-Trustees or their successors.

CREATION OF TRUST

The Trust was created concurrently herewith by a Trust Agreement executed by the undersigned as Settlers and co-Trustees, for the benefit of the undersigned during their joint lifetimes, thereafter for the lifetime benefit of the survivor, and ultimately for the benefit of other successor beneficiaries in interest.

NAME OF TRUST

The name of the Trust is THE DOE FAMILY LIVING TRUST. Any assets held in the name of the Trust should be titled in substantially the following manner: JOHN B. DOE and MARIA A. DOE, as co-Trustees of THE DOE FAMILY LIVING TRUST, U/A dated January 1, 2024

TRUSTEE

The currently acting co-Trustees of the Trust are JOHN B. DOE and MARIA A. DOE. If either of said co-Trustees shall cease to act for any reason, the other shall act as sole Trustee of the Trust. In the event that both cease to act for any reason, they shall be succeeded by Claudia Bee Doe as the successor Trustee. If said successor Trustee fails to qualify or ceases to act, CLARK KENT shall act as the alternate successor Trustee.

SIGNATURE AUTHORITY

While both Settlers are acting as co-Trustees, only one signature shall be required to conduct business with respect to property and/or assets held or owned by the Trust. Any third party dealing with the Trust may rely upon this singular authority without any further evidence. Any Trust asset may be titled to reflect this authority, including the designation "and/or".

REVOCABILITY OF TRUST

The Trust is revocable. The person holding the power to revoke or amend the Trust is John B. Doe and Maria A. Doe.

TAXPAYER IDENTIFICATION NUMBER

The Trust uses the Social Security number of the Settlor as its Taxpayer Identification Number. No separate tax identification number is required while this Trust is revocable and the Settlor is acting as a Trustee.

ADDRESS OF THE TRUST

The Trust uses the address of the Settlers/Trustees as its location. This address is currently 4322 Arabia St. Pasadena, CA. 91101

TRUSTEE AUTHORITY

- (1) Subject to state law, a Trustee may appoint an Attorney-in-Fact ("Power of Attorney") and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee.
- (2) No purchaser from or other person dealing with a Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such Trustee, but the receipt by a Trustee shall be a full discharge; and no purchaser or other person dealing with a Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with a Trustee should relate, shall be under any obligation to ascertain or inquire into the power of such Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by such Trustee or comprised in the trust fund.
- (3) The certification of a Trustee and/or the agent of a Trustee that such person is acting according to the terms of the Trust shall fully protect all persons dealing with such Trustee and/or agent. Any person may rely upon the certification of any Trustee as to the matters which are not contained in this Certification of Trust, including a further enumeration of the Trustee's powers.
- (4) A person who acts in reliance on this Certification of Trust without knowledge that the representations contained in this Certification of Trust are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in this Certification. Knowledge of the terms of the Trust may not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying on the certification. A person who in good faith enters into a transaction in reliance on this Certification of Trust may enforce the transaction against the trust property as if the representations contained in this Certification of Trust were correct.

TRUSTEE'S POWERS

The Trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property including the power to buy, sell, hold, transfer, convey, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit or to withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or

drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security. In addition to the above, the Trustee shall have all of the powers enabled by §16200, et. seq., of the California Probate Code (as though such powers were set forth herein) and, in addition, the Trustee is specifically authorized and empowered to exercise those powers set forth in Article IV of said Trust.

No specific provision of the Trust limits the general authority of the Trustee granted in the Trust and outlined above. Further, the Trust is not subject to supervision by any court nor is court permission or approval necessary for any act by the Trustee.

ADMINISTRATIVE PROVISIONS

- (1) The Trust shall be administered according to the California Trust Code (Division 9 of the California Probate Code beginning with §15000), except as shall be specifically modified therein.
- (2) The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
- (3) This Certification of Trust is a true and accurate statement of the matters referred to herein concerning the Trust.
- (4) This Certification of Trust has been signed by both of the currently acting co-Trustees of the Trust.
- (5) This Certification of Trust is intended to comply with the provisions of §18100.5 of the California Probate Code.
- (6) Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certification of Trust and any person who is in possession of a photocopy of this executed Certification may, in good faith, rely upon the information it contains and shall not be liable to the Settlers, any Trustee or beneficiary for reliance upon the information herein contained.
- (7) No person shall have received notice of any event upon which the use of this Certification of Trust depends unless said notice is in writing and until the notice is delivered to said person.

IN WITNESS WHEREOF, the undersigned declare under penalty of perjury that the foregoing is true and correct and that they have executed this Certification of Trust on January 1, 2024.

JOHN B. DOE,
Settlor-Trustee

MARIA A. DOE,
Settlor-Trustee

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

STATE OF CALIFORNIA)
) ss.
County of _____)

On _____, before me, _____,
a Notary Public, personally appeared JOHN B. DOE and MARIA A. DOE, , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Seal)

LAST WILL AND TESTAMENT

OF

JOHN B. DOE

I, **JOHN B. DOE**, a resident of Los Angeles County, State of California, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

ARTICLE ONE

DECLARATIONS

1.A. **Family.** I am married to MARIA A. DOE and all references to “my wife”, “my spouse” or to “Maria ” shall be to her. We have two children of this marriage now living; their names and dates of birth are:

Annie Doe, our daughter born on May 03, 1999

Alexander Doe, our son, born on December 12, 1995

Any child or children of mine born or adopted after the date of this Will shall be treated as though such child or children was/were specifically named in this Paragraph 1.A.

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other child of mine and/or the issue of such child, if any and however defined by law, presently living.

1.B. **Trust Agreement.** The term “TRUST AGREEMENT” as used in this Will shall refer to that certain unrecorded Trust Agreement known as THE DOE FAMILY LIVING TRUST, created by my wife and me concurrently herewith.

1.C. **Property.** I confirm to my wife her one-half interest in any of our community property, with or without the necessity of probate administration or other court order, at my wife’s discretion. It is my intention by this Will to dispose of my separate property (if any) and my interest in the property owned by my wife and me (other than any property held in joint tenancy with my wife at the time of my death).

ARTICLE TWO

FIDUCIARIES

2.A. **Executor.** My nomination for the Executor of my Will shall be the then-acting Trustee or Trustees of the above-mentioned Trust Agreement.

2.B. **Appointment of a Special Executor and Appointment of a Successor Executor.**

(1) If for any reason my Executor is unwilling or unable to act as Executor with respect to any provision of my Will or the administration of my estate, my Executor shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate to my Executor within the meaning of §672(c) of the Internal Revenue Code (hereinafter referred to as “the Code”) to act as a substitute or special Executor for such purpose and may revoke any such appointment at will. Each substitute or special Executor so acting shall exercise all administrative and fiduciary powers granted by my Will unless expressly limited by the delegating Executor in the instrument appointing such substitute or special Executor. Any substitute or special Executor may resign at any time by delivering written notice to my Executor to that effect.

(2) If a nominated Executor wishes to decline appointment and no other nominated Executor pursuant to Paragraph 2.A. is then available or willing to act, such declining Executor shall have the power to nominate a successor Executor to act in such declining Executor’s place and stead with all of the same powers as are hereinafter set forth.

2.C. **Guardians.** If it becomes necessary to appoint a Guardian of the person and/or estate of any minor child of mine and the other parent of such minor child is unwilling or unable to act or if such other parent is not then-living, I nominate;

Guardian: my _____, as Guardian

Back -up Guardian: If the above-named fails to qualify or ceases to act by resignation, death or any other circumstance by which such Guardian is no longer serving, I nominate; my _____, as successor Guardian.

2.D. **No Bond Required.** No bond shall be required of any person or institution named, or subsequently appointed, as a fiduciary under this Article Two.

ARTICLE THREE

DISTRIBUTION OF ESTATE

3.A. **Payment of Estate Expenses.** My Executor may pay from my estate, after consulting with the then-acting Trustee or Trustees of the above-mentioned Trust Agreement, all debts which are then due and enforceable against my estate, the expenses of my last illness, the expenses of my final disposition without regard to statutory limitation or the necessity of prior court approval, the expenses of administering my estate, and all death taxes and governmental charges imposed and made payable under the laws of the United States or of any state or country by reason of my death. Such taxes shall include taxes imposed upon life insurance, endowment or annuity contracts upon my life, and upon all other property, whether passing under my Will or otherwise; provided that the assets, if any, over which I hold any taxable power of appointment at my death shall bear the entire increment and the burden of death taxes and other governmental charges to the extent that the total of such taxes and charges is greater than would have been imposed and made payable if I did not hold such a power of appointment, and to the extent required by law, I exercise such power of appointment in favor of the appropriate taxing authorities to discharge such taxes. Other than

the above direction for the taxation of a power of appointment, the pro-ration of taxes imposed upon my estate shall be in the manner directed in said Trust.

If my residuary estate is insufficient for such payments, in whole or in part, or if, in the discretion of my Executor, all or a part of such payments from my estate would prejudice the best interests of my estate, then my Executor shall direct the then-acting Trustee or Trustees of said Trust to pay the appropriate amounts, either directly or to my Executor for such purposes.

3.B. **Gift to Trust.** I give, devise and bequeath the remainder of my estate to the then-acting Trustee or Trustees of the above-mentioned Trust Agreement, together with any additions or amendments thereto, to be added to the principal of that Trust and to be held, administered and distributed under the Trust Agreement and any amendments to such Trust Agreement. I direct that such Trust Agreement shall not be administered under court supervision, control or accounting, and the Trustee shall not be required to give bond in such capacity.

ARTICLE FOUR

ESTATE ADMINISTRATION

4.A. **General Powers of Executor.** My Executor shall have, in addition to all of the powers now or hereafter conferred on my Executor by the California Probate Code and any powers enumerated elsewhere in this Will, the power to perform any of the acts specified in this section without the necessity of court approval:

- (1) To take possession or control of all of my Estate subject to disposition by this Will, and collect all debts due to me or to my Estate;
- (2) To receive the rents, issues, and profits from all real and personal property in my Estate until the estate is settled or delivered over by order of court to my heirs or beneficiaries;
- (3) To pay taxes on, and take all steps reasonably necessary for the management, protection, and preservation of, all property in my Estate;
- (4) To insure the property of my Estate against damage or loss, and insure my Executor against liability to third persons;
- (5) To deposit money belonging to my Estate in an insured account in a financial institution in any state;
- (6) If any asset of my Estate consists of an option right, to exercise the option and to use any funds or property in my Estate to acquire the property covered by the option;
- (7) To hold any securities or other property, both real and personal, in the name of my Executor, in the name of such nominee as my Executor shall select, or in the form of "street certificates," without in any of such cases disclosing the fact that such property is held in a

fiduciary capacity, and to indemnify any such nominee against any loss resulting from holding such property as nominee;

(8) To vote in person, and give proxies to exercise, any voting rights with respect to any stock, any membership in a nonprofit corporation, or any other property in my Estate, and waive notice of a meeting, give consent to the holding of a meeting, and authorize, ratify, approve, or confirm any action that could be taken by shareholders, members, or property owners;

(9) To make any elections permitted under any pension, profit sharing, employee stock ownership or other benefit plan;

(10) To disclaim or renounce, in whole or in part or with respect to specific amounts, parts, fractional shares or assets, any legacy, devise, or interest in or privilege or power over any trust or other disposition provided for my benefit under the Will or other instrument of any person at any time within nine months after the date of the transfer (whether by reason of such person's death or otherwise) which created an interest in me or my Estate;

(11) To sell and to grant options to purchase all or any part of my estate, both real and personal, at any time and without the need for court approval or license, at public or private sale, for such consideration, whether or not the highest possible consideration, and upon such terms, including credit, as my Executor shall deem advisable, and to execute, acknowledge and deliver deeds or other instruments in connection therewith. No purchaser shall be held to see to the application of the purchase money;

(12) To lease any real estate for such term or terms and upon such provisions and conditions as my Executor shall deem advisable, including the granting of options to renew, options to extend the term or terms, and options to purchase;

(13) To borrow and to pledge or mortgage any property as collateral, and to make secured or unsecured loans. My Executor is specifically authorized to make loans without interest to any beneficiary hereunder. No individual or entity loaning property to my Executor shall be held to see to the application of such property;

(14) To pay any and all charges reasonably incurred in connection with or incidental to the distribution of any property of my Estate, including but not limited to expenses of storage, freight, shipping, delivery, packing, and insurance; and, on any accounting, treat any such expenditures as expenses of the administration of my Estate;

(15) To dispose of or abandon tangible personal property (including donation to any charitable organization or organizations of my Executor's choice), except tangible personal property that is a specific gift, when the cost of collecting, maintaining, and safeguarding the property would exceed its fair market value;

(16) To commence and prosecute, either individually or jointly with my heirs or beneficiaries, any action necessary or proper to quiet title to or recover possession of any real or personal property in my Estate; and,

(17) To employ others in connection with the administration of my Estate, including legal counsel, investment advisors, brokers, accountants and agents, notwithstanding the fact that my Executor may receive a direct or indirect financial benefit as a result of such employment or may otherwise be affiliated with any of them, and to pay reasonable compensation thereto in addition to that to be paid to my Executor.

4.B. Power to Invest. To retain for whatever period my Executor shall deem advisable any property, including property owned by me at my death, and to invest and reinvest any money of my Estate not reasonably required for the immediate administration of my Estate in any kind of property, real, personal, or mixed, and in any kind of investment, including but not limited to improved and unimproved real property, interest-bearing accounts, certificates of deposit, corporate and governmental obligations of any kind, preferred or common stocks, mutual funds (including mutual funds of the "load" and "no load" variety), investment trusts, money-market funds, taxable and tax-exempt commercial paper, repurchase and reverse repurchase agreements, and stocks, obligations, and shares or units of common trust funds of any corporate fiduciary; regardless of whether any particular investment would be proper for the Executor and regardless of the extent of diversification of the assets held hereunder.

4.C. Division or Distribution in Cash or in Kind. In order to satisfy a pecuniary gift or to distribute or divide estate assets into shares or partial shares, my Executor may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind, with or without regard to tax basis. Property distributed to satisfy a pecuniary gift under this Will shall be valued at its fair market value at the time of distribution.

4.D. Payments to Legally Incapacitated Persons. If at any time any beneficiary under this Will is a minor or it appears to my Executor that any beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then my Executor, in lieu of making direct payments to the beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons, as my Executor deems proper, such as a relative or a person residing with the beneficiary, to be used for the benefit of the beneficiary; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions, and the receipt of the person to whom such money or property is paid shall be a full and complete discharge to my Executor.

4.E. Liability. Unless due to such Executor's own willful default or gross negligence, no Executor shall be liable for such Executor's acts or omissions or those of any co-Executor or prior Executor.

4.F. **Electronic Communications and Digital Assets.** My Executor shall have the power to exercise all powers I may have over any digital device, digital asset, user account and electronically stored information, including any user account and digital asset that currently exists or may exist as technology develops, whether the same is in my own name or that I own or lawfully use jointly with any other individual (such accounts shall include, without limitation, electronic banking accounts, electronic investment accounts, debt management accounts, automatic bill payment directives, and social media accounts). Such powers include, but are not limited to, changing and circumventing my username and password to gain access to such user accounts and information; accessing any of my passwords or other electronic profile data from applicable electronic record host entities; transferring or withdrawing funds or other digital assets among or from such user accounts; opening new user accounts in my name; all as my Executor determines is necessary or advisable to effectively conduct my personal and financial affairs, to discharge any and all obligations I may owe and to maintain my public reputation. I hereby give my lawful consent and fully authorize my Executor to access, manage, control, delete and terminate any electronically stored information and communications of mine to the fullest extent allowable under the federal Electronic Communications Privacy Act of 1986, 18 USC 2510 et seq., as amended from time to time, the Revised Uniform Fiduciary Access to Digital Assets Act (Part 20, Division 2 of the California Probate Code) and any other federal, state or international law; and, to take any actions I am authorized to take under all applicable terms of service, terms of use, licensing and other account agreements or laws. To the extent a specific reference to any federal, state, local or international law is required in order to give effect to this provision, I specifically provide that my intention is to so reference such law, whether such law is now in existence or comes into existence or is amended after the date of this Will.

4.G. **Power to Make Tax Elections.** To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on the amount of taxes that may be payable, my Executor shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; **make such elections or allocations under the tax laws as the Trustee of the Trust hereinabove referenced in Paragraph 1.B. directs or, in the absence of such a direction, to the extent my executor deems advisable, without regard to the relative interests of the beneficiaries and without liability to any person;** and, to disclaim all or any portion of any interest in property passing at or after my death to my Estate or to a trust created by me or established for my benefit (including, but not limited to, any sub-trust established pursuant to the terms of the Trust hereinabove referenced in Paragraph 1.B.).

4.H. **Power to Elect "Portability".** In addition to the tax powers hereinabove set forth, my Executor is specifically authorized to elect, to the extent and in the manner authorized by §2010(c)(2) of the Code and any applicable regulations thereto, the allocation to my wife of any unused portion of my "applicable exclusion amount" for federal estate tax purposes; it is my intent that my Executor may affirmatively elect "portability" of the "deceased spousal unused exclusion amount" as said term is defined in §2010(c)(4) of the Code pursuant to §2010(c)(5)(A) of the Code.

4.I. **Nomination of Executor.** If a nominated Executor wishes to decline appointment and no other nominated Executor is then available or willing to act, such declining Executor shall have

the power to nominate a new Executor to act in such declining Executor's place and stead with all of the same powers as are hereinabove set forth.

4.J. **Court Supervision.** My Estate may be managed, administered, distributed, and settled pursuant to the Independent Administration of Estates Act (specifically including all of the powers authorized by §10400, et seq., of the California Probate Code, as though such powers were set forth herein).

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

5.A. **No-Contest Provision.** Pursuant to §21310, *et seq.*, of the California Probate Code, in the event any beneficiary under this Will shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Will shall be determined as it would have been determined had the person predeceased me without being survived by issue:

- (1) Directly contests, without probable cause, in any court the validity of my Will;
- (2) Seeks to obtain adjudication in any proceeding in any court that my Will or any of its provisions are void, except to the extent permitted by §21380 of the California Prob. Code;
- (3) Seeks otherwise to set aside my Will or any of its dispositive provisions;
- (4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from my Estate on the grounds that such property was not mine at the time of the transfer or at the time of my death (for purposes of this subparagraph, a contest shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property); and/or,
- (5) Files a creditor's claim against my Estate or prosecutes an action against my Estate for any claim for damages or services alleged to have been incurred during my lifetime (for purposes of this subparagraph, a contest shall not include a creditor's claim filed by a beneficiary for reimbursement of administrative costs, expenses, funds advanced in preservation of my estate or sums advanced for payment of my last illness or funeral expenses).

My Executor is hereby authorized to defend, at the expense of my Estate, any contest or other attack of any nature on my Estate, this Will or any of its provisions.

5.B. **Period of Survivorship.** For the purposes of this Will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within thirty (30) days after my death.

5.C. **Guardian Ad Litem.** I direct that the representation by a guardian ad litem of the interests of persons unborn, unascertained, or legally incompetent to act in proceedings for the allowance of accounts hereunder be dispensed with to the extent permitted by law.

5.D. **Beneficial Interests.** The interest of any beneficiary in any share or part of this Will, both as to principal and income, shall not be alienable, assignable, attachable, transferable nor paid by way of anticipation, nor in compliance with any order, assignment or covenant and shall not be applied to, or held liable for, any of their debts or obligations either in law or equity and shall not in any event pass to his, her or their assignee under any instrument or under any insolvency or bankruptcy law, and shall not be subject to the interference or control of creditors, spouses or others.

5.E. **Severability Clause.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

5.F. **Governing Law.** All questions concerning the validity and interpretation of this Will, shall be governed by the laws of the State of California in effect at the time this Will is executed.

5.G. **Miscellaneous.**

- (1) As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.
- (2) Article headings in this Will are inserted for convenience only and are not to be considered in the construction of the provisions thereof.

IN WITNESS WHEREOF, I have on January 1, 2024, in _____ (county), California, signed, sealed, published, and declared the foregoing instrument as and for my Last Will and Testament, in the presence of each and all of the subscribing witnesses, each of whom I have requested, in the presence of each of the others, to subscribe his or her name as an attesting witness, in my presence and in the presence of the others. I am eighteen years of age or over, of sound mind, and under no constraint or undue influence.

JOHN B. DOE

We, _____ and _____, the witnesses, sign our names to this instrument, and do hereby declare that JOHN B. DOE, the Testator, signs and executes this instrument as his Last Will and Testament and he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testator, hereby signs this Last Will and Testament as witness to the Testator's signing, and that to the best of our knowledge the Testator is of legal age, of sound mind and under no constraint or undue influence

Witness 1

Witness 2

Signature

Signature

Print full name

Print full name

Address

Address

City, State, Zip

City, State, Zip

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

STATE OF CALIFORNIA)
) ss.
County of _____)

On _____, before me, _____,
a Notary Public, personally appeared JOHN B. DOE and MARIA A. DOE, , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Seal)

LAST WILL AND TESTAMENT

OF

MARIA A. DOE

I, **MARIA A. DOE**, a resident of Los Angeles County, State of California, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

ARTICLE ONE

DECLARATIONS

1.A. **Family.** I am married to JOHN B. DOE and all references to “my husband”, “my spouse” or to “John” shall be to him. We have two children of this marriage now living; their names and dates of birth are:

Annie Doe, our daughter born on May 03, 1999
Alexander Doe, our son, born on December 12, 1995

Any child or children of mine born or adopted after the date of this Will shall be treated as though such child or children was/were specifically named in this Paragraph 1.A.

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other child of mine and/or the issue of such child, if any and however defined by law, presently living.

1.B. **Trust Agreement.** The term “TRUST AGREEMENT” as used in this Will shall refer to that certain unrecorded Trust Agreement known as THE DOE FAMILY LIVING TRUST, created by my husband and me concurrently herewith.

1.C. **Property.** I confirm to my husband his one-half interest in any of our community property, with or without the necessity of probate administration or other court order, at my husband’s discretion. It is my intention by this Will to dispose of my separate property (if any) and my interest in the property owned by my husband and me (other than any property held in joint tenancy with my husband at the time of my death).

ARTICLE TWO

FIDUCIARIES

2.A. **Executor.** My nomination for the Executor of my Will shall be the then-acting Trustee or Trustees of the above-mentioned Trust Agreement.

2.B. **Appointment of a Special Executor and Appointment of a Successor Executor.**

(1) If for any reason my Executor is unwilling or unable to act as Executor with respect to any provision of my Will or the administration of my estate, my Executor shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate to my Executor within the meaning of §672(c) of the Internal Revenue Code (hereinafter referred to as “the Code”) to act as a substitute or special Executor for such purpose and may revoke any such appointment at will. Each substitute or special Executor so acting shall exercise all administrative and fiduciary powers granted by my Will unless expressly limited by the delegating Executor in the instrument appointing such substitute or special Executor. Any substitute or special Executor may resign at any time by delivering written notice to my Executor to that effect.

(2) If a nominated Executor wishes to decline appointment and no other nominated Executor pursuant to Paragraph 2.A. is then available or willing to act, such declining Executor shall have the power to nominate a successor Executor to act in such declining Executor’s place and stead with all of the same powers as are hereinafter set forth.

2.C. **Guardians.** If it becomes necessary to appoint a Guardian of the person and/or estate of any minor child of mine and the other parent of such minor child is unwilling or unable to act or if such other parent is not then-living, I nominate;

Guardian: _____

(name, relationship, address), as Guardian

Back -up Guardian: If the above-named fails to qualify or ceases to act by resignation, death or any other circumstance by which such Guardian is no longer serving, I nominate;

_____,
(name, relationship, address) as successor Guardian.

2.D. **No Bond Required.** No bond shall be required of any person or institution named, or subsequently appointed, as a fiduciary under this Article Two.

ARTICLE THREE

DISTRIBUTION OF ESTATE

3.A. **Payment of Estate Expenses.** My Executor may pay from my estate, after consulting with the then-acting Trustee or Trustees of the above-mentioned Trust Agreement, all debts which are then due and enforceable against my estate, the expenses of my last illness, the expenses of my final disposition without regard to statutory limitation or the necessity of prior court approval, the expenses of administering my estate, and all death taxes and governmental charges imposed and made payable under the laws of the United States or of any state or country by reason of my death.

Such taxes shall include taxes imposed upon life insurance, endowment or annuity contracts upon my life, and upon all other property, whether passing under my Will or otherwise; provided that the assets, if any, over which I hold any taxable power of appointment at my death shall bear the entire increment and the burden of death taxes and other governmental charges to the extent that the total of such taxes and charges is greater than would have been imposed and made payable if I did not hold such a power of appointment, and to the extent required by law, I exercise such power of appointment in favor of the appropriate taxing authorities to discharge such taxes. Other than the above direction for the taxation of a power of appointment, the pro-ration of taxes imposed upon my estate shall be in the manner directed in said Trust.

If my residuary estate is insufficient for such payments, in whole or in part, or if, in the discretion of my Executor, all or a part of such payments from my estate would prejudice the best interests of my estate, then my Executor shall direct the then-acting Trustee or Trustees of said Trust to pay the appropriate amounts, either directly or to my Executor for such purposes.

3.B. **Gift to Trust.** I give, devise and bequeath the remainder of my estate to the then-acting Trustee or Trustees of the above-mentioned Trust Agreement, together with any additions or amendments thereto, to be added to the principal of that Trust and to be held, administered and distributed under the Trust Agreement and any amendments to such Trust Agreement. I direct that such Trust Agreement shall not be administered under court supervision, control or accounting, and the Trustee shall not be required to give bond in such capacity.

ARTICLE FOUR

ESTATE ADMINISTRATION

4.A. **General Powers of Executor.** My Executor shall have, in addition to all of the powers now or hereafter conferred on my Executor by the California Probate Code and any powers enumerated elsewhere in this Will, the power to perform any of the acts specified in this section without the necessity of court approval:

- (1) To take possession or control of all of my Estate subject to disposition by this Will, and collect all debts due to me or to my Estate;
- (2) To receive the rents, issues, and profits from all real and personal property in my Estate until the estate is settled or delivered over by order of court to my heirs or beneficiaries;
- (3) To pay taxes on, and take all steps reasonably necessary for the management, protection, and preservation of, all property in my Estate;
- (4) To insure the property of my Estate against damage or loss, and insure my Executor against liability to third persons;
- (5) To deposit money belonging to my Estate in an insured account in a financial institution in any state;

- (6) If any asset of my Estate consists of an option right, to exercise the option and to use any funds or property in my Estate to acquire the property covered by the option;
- (7) To hold any securities or other property, both real and personal, in the name of my Executor, in the name of such nominee as my Executor shall select, or in the form of "street certificates," without in any of such cases disclosing the fact that such property is held in a fiduciary capacity, and to indemnify any such nominee against any loss resulting from holding such property as nominee;
- (8) To vote in person, and give proxies to exercise, any voting rights with respect to any stock, any membership in a nonprofit corporation, or any other property in my Estate, and waive notice of a meeting, give consent to the holding of a meeting, and authorize, ratify, approve, or confirm any action that could be taken by shareholders, members, or property owners;
- (9) To make any elections permitted under any pension, profit sharing, employee stock ownership or other benefit plan;
- (10) To disclaim or renounce, in whole or in part or with respect to specific amounts, parts, fractional shares or assets, any legacy, devise, or interest in or privilege or power over any trust or other disposition provided for my benefit under the Will or other instrument of any person at any time within nine months after the date of the transfer (whether by reason of such person's death or otherwise) which created an interest in me or my Estate;
- (11) To sell and to grant options to purchase all or any part of my estate, both real and personal, at any time and without the need for court approval or license, at public or private sale, for such consideration, whether or not the highest possible consideration, and upon such terms, including credit, as my Executor shall deem advisable, and to execute, acknowledge and deliver deeds or other instruments in connection therewith. No purchaser shall be held to see to the application of the purchase money;
- (12) To lease any real estate for such term or terms and upon such provisions and conditions as my Executor shall deem advisable, including the granting of options to renew, options to extend the term or terms, and options to purchase;
- (13) To borrow and to pledge or mortgage any property as collateral, and to make secured or unsecured loans. My Executor is specifically authorized to make loans without interest to any beneficiary hereunder. No individual or entity loaning property to my Executor shall be held to see to the application of such property;
- (14) To pay any and all charges reasonably incurred in connection with or incidental to the distribution of any property of my Estate, including but not limited to expenses of storage, freight, shipping, delivery, packing, and insurance; and, on any accounting, treat any such expenditures as expenses of the administration of my Estate;

(15) To dispose of or abandon tangible personal property (including donation to any charitable organization or organizations of my Executor's choice), except tangible personal property that is a specific gift, when the cost of collecting, maintaining, and safeguarding the property would exceed its fair market value;

(16) To commence and prosecute, either individually or jointly with my heirs or beneficiaries, any action necessary or proper to quiet title to or recover possession of any real or personal property in my Estate; and,

(17) To employ others in connection with the administration of my Estate, including legal counsel, investment advisors, brokers, accountants and agents, notwithstanding the fact that my Executor may receive a direct or indirect financial benefit as a result of such employment or may otherwise be affiliated with any of them, and to pay reasonable compensation thereto in addition to that to be paid to my Executor.

4.B. Power to Invest. To retain for whatever period my Executor shall deem advisable any property, including property owned by me at my death, and to invest and reinvest any money of my Estate not reasonably required for the immediate administration of my Estate in any kind of property, real, personal, or mixed, and in any kind of investment, including but not limited to improved and unimproved real property, interest-bearing accounts, certificates of deposit, corporate and governmental obligations of any kind, preferred or common stocks, mutual funds (including mutual funds of the "load" and "no load" variety), investment trusts, money-market funds, taxable and tax-exempt commercial paper, repurchase and reverse repurchase agreements, and stocks, obligations, and shares or units of common trust funds of any corporate fiduciary; regardless of whether any particular investment would be proper for the Executor and regardless of the extent of diversification of the assets held hereunder.

4.C. Division or Distribution in Cash or in Kind. In order to satisfy a pecuniary gift or to distribute or divide estate assets into shares or partial shares, my Executor may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind, with or without regard to tax basis. Property distributed to satisfy a pecuniary gift under this Will shall be valued at its fair market value at the time of distribution.

4.D. Payments to Legally Incapacitated Persons. If at any time any beneficiary under this Will is a minor or it appears to my Executor that any beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then my Executor, in lieu of making direct payments to the beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons, as my Executor deems proper, such as a relative or a person residing with the beneficiary, to be used for the benefit of the beneficiary; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions, and the receipt of the person to whom such money or property is paid shall be a full and complete discharge to my Executor.

4.E. **Liability.** Unless due to such Executor's own willful default or gross negligence, no Executor shall be liable for such Executor's acts or omissions or those of any co-Executor or prior Executor.

4.F. **Electronic Communications and Digital Assets.** My Executor shall have the power to exercise all powers I may have over any digital device, digital asset, user account and electronically stored information, including any user account and digital asset that currently exists or may exist as technology develops, whether the same is in my own name or that I own or lawfully use jointly with any other individual (such accounts shall include, without limitation, electronic banking accounts, electronic investment accounts, debt management accounts, automatic bill payment directives, and social media accounts). Such powers include, but are not limited to, changing and circumventing my username and password to gain access to such user accounts and information; accessing any of my passwords or other electronic profile data from applicable electronic record host entities; transferring or withdrawing funds or other digital assets among or from such user accounts; opening new user accounts in my name; all as my Executor determines is necessary or advisable to effectively conduct my personal and financial affairs, to discharge any and all obligations I may owe and to maintain my public reputation. I hereby give my lawful consent and fully authorize my Executor to access, manage, control, delete and terminate any electronically stored information and communications of mine to the fullest extent allowable under the federal Electronic Communications Privacy Act of 1986, 18 USC 2510 et seq., as amended from time to time, the Revised Uniform Fiduciary Access to Digital Assets Act (Part 20, Division 2 of the California Probate Code) and any other federal, state or international law; and, to take any actions I am authorized to take under all applicable terms of service, terms of use, licensing and other account agreements or laws. To the extent a specific reference to any federal, state, local or international law is required in order to give effect to this provision, I specifically provide that my intention is to so reference such law, whether such law is now in existence or comes into existence or is amended after the date of this Will.

4.G. **Power to Make Tax Elections.** To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on the amount of taxes that may be payable, my Executor shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; **make such elections or allocations under the tax laws as the Trustee of the Trust hereinabove referenced in Paragraph 1.B. directs or, in the absence of such a direction, to the extent my executor deems advisable, without regard to the relative interests of the beneficiaries and without liability to any person;** and, to disclaim all or any portion of any interest in property passing at or after my death to my Estate or to a trust created by me or established for my benefit (including, but not limited to, any sub-trust established pursuant to the terms of the Trust hereinabove referenced in Paragraph 1.B.).

4.H. **Power to Elect "Portability".** In addition to the tax powers hereinabove set forth, my Executor is specifically authorized to elect, to the extent and in the manner authorized by §2010(c)(2) of the Code and any applicable regulations thereto, the allocation to my husband of any unused portion of my "applicable exclusion amount" for federal estate tax purposes; it is my intent that my Executor may affirmatively elect "portability" of the "deceased spousal unused

exclusion amount” as said term is defined in §2010(c)(4) of the Code pursuant to §2010(c)(5)(A) of the Code.

4.I. **Nomination of Executor.** If a nominated Executor wishes to decline appointment and no other nominated Executor is then available or willing to act, such declining Executor shall have the power to nominate a new Executor to act in such declining Executor’s place and stead with all of the same powers as are hereinabove set forth.

4.J. **Court Supervision.** My Estate may be managed, administered, distributed, and settled pursuant to the Independent Administration of Estates Act (specifically including all of the powers authorized by §10400, et seq., of the California Probate Code, as though such powers were set forth herein).

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

5.A. **No-Contest Provision.** Pursuant to §21310, *et seq.*, of the California Probate Code, in the event any beneficiary under this Will shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Will shall be determined as it would have been determined had the person predeceased me without being survived by issue:

- (1) Directly contests, without probable cause, in any court the validity of my Will;
- (2) Seeks to obtain adjudication in any proceeding in any court that my Will or any of its provisions are void, except to the extent permitted by §21380 of the California Prob. Code;
- (3) Seeks otherwise to set aside my Will or any of its dispositive provisions;
- (4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from my Estate on the grounds that such property was not mine at the time of the transfer or at the time of my death (for purposes of this subparagraph, a contest shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property); and/or,
- (5) Files a creditor’s claim against my Estate or prosecutes an action against my Estate for any claim for damages or services alleged to have been incurred during my lifetime (for purposes of this subparagraph, a contest shall not include a creditor’s claim filed by a beneficiary for reimbursement of administrative costs, expenses, funds advanced in preservation of my estate or sums advanced for payment of my last illness or funeral expenses).

My Executor is hereby authorized to defend, at the expense of my Estate, any contest or other attack of any nature on my Estate, this Will or any of its provisions.

5.B. **Period of Survivorship.** For the purposes of this Will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within thirty (30) days after my death.

5.C. **Guardian Ad Litem.** I direct that the representation by a guardian ad litem of the interests of persons unborn, unascertained, or legally incompetent to act in proceedings for the allowance of accounts hereunder be dispensed with to the extent permitted by law.

5.D. **Beneficial Interests.** The interest of any beneficiary in any share or part of this Will, both as to principal and income, shall not be alienable, assignable, attachable, transferable nor paid by way of anticipation, nor in compliance with any order, assignment or covenant and shall not be applied to, or held liable for, any of their debts or obligations either in law or equity and shall not in any event pass to his, her or their assignee under any instrument or under any insolvency or bankruptcy law, and shall not be subject to the interference or control of creditors, spouses or others.

5.E. **Severability Clause.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

5.F. **Governing Law.** All questions concerning the validity and interpretation of this Will, shall be governed by the laws of the State of California in effect at the time this Will is executed.

5.G. **Miscellaneous.**

(1) As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

(2) Article headings in this Will are inserted for convenience only and are not to be considered in the construction of the provisions thereof.

IN WITNESS WHEREOF, I have on January 1, 2024, in _____ (county) California, signed, sealed, published, and declared the foregoing instrument as and for my Last Will and Testament, in the presence of each and all of the subscribing witnesses, each of whom I have requested, in the presence of each of the others, to subscribe his or her name as an attesting witness, in my presence and in the presence of the others. I am eighteen years of age or over, of sound mind, and under no constraint or undue influence.

MARIA A. DOE

We, _____ and _____, the witnesses, sign our names to this instrument, and do hereby declare that MARIA A. DOE, the Testator, signs and executes this instrument as her Last Will and Testament and she signs it willingly (or willingly directs another to sign for her), and that each of us, in the presence and hearing of the Testator, hereby signs this Last Will and Testament as witness to the Testator's signing, and that to the best of our knowledge the Testator is of legal age, of sound mind and under no constraint or undue influence

Witness 1

Witness 2

Signature

Signature

Print full name

Print full name

Address

Address

City, State, Zip

City, State, Zip

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

STATE OF CALIFORNIA)
) ss.
County of _____)

On _____, before me, _____,
a Notary Public, personally appeared JOHN B. DOE and MARIA A. DOE, , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Seal)

UNIFORM STATUTORY FORM POWER OF ATTORNEY

(California Probate Code §4401)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE §§4400 - 4465). THE POWERS LISTED IN THIS DOCUMENT DO NOT INCLUDE ALL POWERS THAT ARE AVAILABLE UNDER THE PROBATE CODE. ADDITIONAL POWERS AVAILABLE UNDER THE PROBATE CODE MAY BE ADDED BY SPECIFICALLY LISTING THEM UNDER THE SPECIAL INSTRUCTIONS SECTION OF THIS DOCUMENT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, JOHN B. DOE, of 43222 Arabia St. Pasadena, CA. 91101, (626) 676-1845 as an individual and as co-Trustee of THE DOE FAMILY LIVING TRUST, executed by my wife and me concurrently herewith, appoint my wife,

MARIA A. DOE, of 43222 Arabia St. Pasadena, CA. 91101, (626) 635-1000, to act for me in any lawful way with respect to the following initialed subjects.

If my wife is unable or unwilling to serve, I appoint the following persons to be my successor, Agent; such persons to serve in the order listed below:

1st Agent: Claudia Bee Doe, my sister-in-law, 731 Bath Street, Santa Barbara, CA. 93101 as my Agent (“attorney-in-fact”) to act for me in any lawful way with respect to the following initialed subjects. If said agent fails to qualify or ceases to act, the following person shall act as the alternate back-up agent:

2nd Agent: Clark Kent, my friend, 731 Bath Street, Santa Barbara, CA. 93101 as my Agent (“attorney-in-fact”) to act for me in any lawful way with respect to the following initialed subjects

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

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 WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL

- _____ (A) Real Estate Transactions.
- _____ (B) Tangible Personal Property Transactions.
- _____ (C) Stocks and Bonds.
- _____ (D) Commodities and Options.
- _____ (E) Banking and Other Financial Institution Transactions.
- _____ (F) Business Operating Transactions.
- _____ (G) Insurance and Annuity Transactions.
- _____ (H) Estate, Trust, and Other Beneficiary Transactions.
- _____ (I) Claims and Litigation.
- _____ (J) Personal and Family Maintenance.
- _____ (K) Benefits from Social Security, Medicare, Medicaid, or Other Governmental Programs, or Civil or Military Service.
- _____ (L) Retirement Plan Transactions.
- _____ (M) Tax matters.
- _____ (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

My Agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my Agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. For the purpose of complying with §56.11 of the California Civil Code, I have executed a form entitled AUTHORIZATION AND WAIVER FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH concurrently herewith. This authority given my Agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my Agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

My Agent has the power and authority to exercise all powers I may have over any digital device, digital asset, user account and electronically stored information, including any user account and digital asset that currently exists or may exist as technology develops, whether the same is in my own name or that I own or lawfully use jointly with any other individual (such accounts shall include, without limitation, electronic banking accounts, “cryptocurrency” accounts, electronic investment accounts, debt management accounts, automatic bill payment directives, and social media accounts). Such powers include, but are not limited to, changing and circumventing my username and password to gain access to such user accounts and information; accessing any of my passwords or other electronic profile data from applicable electronic record host entities; transferring or withdrawing funds or other digital assets among or from such user accounts; opening new user accounts in my name; all as my agent determines is necessary or advisable to effectively conduct my personal and financial affairs, to discharge any and all obligations I may owe and to maintain my public reputation. I hereby give my lawful consent and fully authorize my agent to access, manage, control, delete and terminate any electronically stored information and communications of mine to the fullest extent allowable under the federal Electronic Communications Privacy Act of 1986, 18 USC 2510 et seq., as amended from time to time, the Revised Uniform Fiduciary Access to Digital Assets Act (Part 20, Division 2 of the California Probate Code) and any other federal, state or international law and to take any actions I am authorized to take under all applicable terms of service, terms of use, licensing and other account agreements or laws. To the extent a specific reference to any federal, state, local or international law is required in order to give effect to this provision, I specifically provide that my intention is to so reference such law, whether such law is now in existence or comes into existence or is amended after the date of this document.

If proceedings are initiated for the appointment of a conservator of my estate, I hereby nominate my Agent (or successor Agent) named above as such conservator. I hereby waive the requirement of a bond. I request that, if my Agent is so appointed as conservator of my estate, the court make an order granting to that person all or as many of those independent powers listed in California Probate Code §2591 as the court deems appropriate.

I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in fact in place of the Agent herein named. Amendments to this document shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

ON THE FOLLOWING LINES, YOU MAY GIVE ADDITIONAL SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

Springing Power for Agents:

Immediately effective for Maria but a “Springing Power” for the successor Agents

As long as my wife, MARIA, is acting as my Agent, this Power is effective immediately upon its execution; however, if Maria fails to qualify or ceases to act, the above authority granted to my successor Agents shall take effect ONLY upon the occasion of the signing of a written declaration,

By a physician or physicians named herein by me at this point:

Dr. _____

(Insert the full name(s) and address(es) of the certifying physician(s) chosen by you)

or if no physician or physicians are named hereinabove, or if the physician or physicians named hereinabove are unable to act, by my regular physician, or by a physician who has treated me within one year preceding the date of such signing, or by a licensed psychologist or psychiatrist, certifying that I am suffering from diminished capacity that would preclude me from conducting my affairs in a competent manner.

This Power of Attorney will continue to be effective even though I become incapacitated.

STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME INCAPACITATED.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney.

January 1, 2024

JOHN B. DOE

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

STATE OF CALIFORNIA)
) ss.
County of _____)

On _____, before me, _____,
a Notary Public, personally appeared JOHN B. DOE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Seal)

**BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES
THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT**

UNIFORM STATUTORY FORM POWER OF ATTORNEY

(California Probate Code §4401)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE §§4400 - 4465). THE POWERS LISTED IN THIS DOCUMENT DO NOT INCLUDE ALL POWERS THAT ARE AVAILABLE UNDER THE PROBATE CODE. ADDITIONAL POWERS AVAILABLE UNDER THE PROBATE CODE MAY BE ADDED BY SPECIFICALLY LISTING THEM UNDER THE SPECIAL INSTRUCTIONS SECTION OF THIS DOCUMENT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, MARIA A. DOE, of 43222 Arabia St. Pasadena, CA. 91101, (626) 635-1000, as an individual and as co-Trustee of THE DOE FAMILY LIVING TRUST, executed by my husband and me concurrently herewith, appoint my husband,

JOHN B. DOE, of 43222 Arabia St. Pasadena, CA. 91101, (626) 676-1845, as my Agent (“Attorney-in-Fact”) to act for me in any lawful way with respect to the following initialed subjects.

If my husband is unable or unwilling to serve, I appoint the following persons to be my successor Agent; such persons to serve in the order listed below:

1st Agent: Claudia Bee Doe, my sister, 731 Bath Street, Santa Barbara, CA. 93101 as my Agent (“attorney-in-fact”) to act for me in any lawful way with respect to the following initialed subjects. If said agent fails to qualify or ceases to act, the following person shall act as the alternate back-up agent:

2nd Agent: Clark Kent, my friend, 731 Bath Street, Santa Barbara, CA. 93101 as my Agent (“attorney-in-fact”) to act for me in any lawful way with respect to the following initialed subjects.

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

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 WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL

- _____ (A) Real Estate Transactions.
- _____ (B) Tangible Personal Property Transactions.
- _____ (C) Stocks and Bonds.
- _____ (D) Commodities and Options.
- _____ (E) Banking and Other Financial Institution Transactions.
- _____ (F) Business Operating Transactions.
- _____ (G) Insurance and Annuity Transactions.
- _____ (H) Estate, Trust, and Other Beneficiary Transactions.
- _____ (I) Claims and Litigation.
- _____ (J) Personal and Family Maintenance.
- _____ (K) Benefits from Social Security, Medicare, Medicaid, or Other Governmental Programs, or Civil or Military Service.
- _____ (L) Retirement Plan Transactions.
- _____ (M) Tax matters.
- _____ (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

My Agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my Agent, without restriction, all of my individually identifiable health information and medical

records regarding any past, present, or future medical or mental health condition. For the purpose of complying with §56.11 of the California Civil Code, I have executed a form entitled AUTHORIZATION AND WAIVER FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH concurrently herewith. This authority given my Agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my Agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

My Agent has the power and authority to exercise all powers I may have over any digital device, digital asset, user account and electronically stored information, including any user account and digital asset that currently exists or may exist as technology develops, whether the same is in my own name or that I own or lawfully use jointly with any other individual (such accounts shall include, without limitation, electronic banking accounts, “cryptocurrency” accounts, electronic investment accounts, debt management accounts, automatic bill payment directives, and social media accounts). Such powers include, but are not limited to, changing and circumventing my username and password to gain access to such user accounts and information; accessing any of my passwords or other electronic profile data from applicable electronic record host entities; transferring or withdrawing funds or other digital assets among or from such user accounts; opening new user accounts in my name; all as my agent determines is necessary or advisable to effectively conduct my personal and financial affairs, to discharge any and all obligations I may owe and to maintain my public reputation. I hereby give my lawful consent and fully authorize my agent to access, manage, control, delete and terminate any electronically stored information and communications of mine to the fullest extent allowable under the federal Electronic Communications Privacy Act of 1986, 18 USC 2510 et seq., as amended from time to time, the Revised Uniform Fiduciary Access to Digital Assets Act (Part 20, Division 2 of the California Probate Code) and any other federal, state or international law and to take any actions I am authorized to take under all applicable terms of service, terms of use, licensing and other account agreements or laws. To the extent a specific reference to any federal, state, local or international law is required in order to give effect to this provision, I specifically provide that my intention is to so reference such law, whether such law is now in existence or comes into existence or is amended after the date of this document.

If proceedings are initiated for the appointment of a conservator of my estate, I hereby nominate my Agent (or successor Agent) named above as such conservator. I hereby waive the requirement of a bond. I request that, if my Agent is so appointed as conservator of my estate, the court make an order granting to that person all or as many of those independent powers listed in California Probate Code §2591 as the court deems appropriate.

I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in fact in place of the Agent herein named. Amendments to this document shall be made in writing by me

personally (not by my Agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

ON THE FOLLOWING LINES, YOU MAY GIVE ADDITIONAL SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

The document is effective immediate for spouse and my successor agents.

This Power of Attorney will continue to be effective even though I become incapacitated.

STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME INCAPACITATED.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney.

January 1, 2024

MARIA A. DOE

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

STATE OF CALIFORNIA)
) ss.
County of _____)

On _____, before me, _____,
a Notary Public, personally appeared MARIA A. DOE, , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Seal)

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

ADVANCE HEALTH CARE DIRECTIVE

(California Probate Code §4701)

Explanation

You have the right to give instructions about your own health care. You also have the right to name someone else to make health care decisions for you. This form lets you do either or both of these things. It also lets you express your wishes regarding donation of organs and the designation of your primary physician. If you use this form, you may modify all or any part of it. You are free to use a different form.

Part 1 of this form is a power of attorney for health care. Part 1 lets you name another individual as agent to make health care decisions for you if you become incapable of making your own decisions or if you want someone else to make those decisions for you now even though you are still capable. You may also name an alternate agent to act for you if your first choice is not willing, able, or reasonably available to make decisions for you. (Your agent may not be an operator or employee of a community care facility or a residential care facility where you are receiving care, or your supervising health care provider or employee of the health care institution where you are receiving care, unless your agent is related to you or is a co-worker.)

Unless the form you sign limits the authority of your agent, your agent may make all health care decisions for you. This form has a place for you to limit the authority of your agent. You need not limit the authority of your agent if you wish to rely on your agent for all health care decisions that may have to be made. If you choose not to limit the authority of your agent, your agent will have the right to:

- (a) Consent or refuse consent to any care, treatment, service, or procedure to maintain, diagnose, or otherwise affect a physical or mental condition.
- (b) Select or discharge health care providers and institutions.
- (c) Approve or disapprove diagnostic tests, surgical procedures, and programs of medication.
- (d) Direct the provision, withholding, or withdrawal of artificial nutrition and hydration and all other forms of health care, including cardiopulmonary resuscitation.
- (e) Make anatomical gifts, authorize an autopsy and direct disposition of remains.

Part 2 of this form lets you give specific instructions about any aspect of your health care, whether or not you appoint an agent. Choices are provided for you to express your wishes regarding the provision, withholding, or withdrawal of treatment to keep you alive, as well as the provision of pain relief. Space is also provided for you to add to the choices you have made or for you to write out any additional wishes. If you are satisfied to allow your agent to determine what is best for you in making end-of-life decisions, you need not fill out Part 2 of this form.

Part 3 of this form lets you express an intention to donate your bodily organs, tissues and parts following your death.

Part 4 of this form lets you designate a physician to have primary responsibility for your health care.

After completing this form, sign and date the form at the end. The form must be signed by two qualified witnesses or acknowledged before a notary public. Give a copy of the signed and completed form to your physician, to any other health care providers you may have, to any health care institution at which you are receiving care, and to any health care agents you have named. You should talk to the person you have named as agent to make sure that he or she understands your wishes and is willing to take the responsibility.

You have the right to revoke this advance health care directive or replace this form at any time.

CALIFORNIA ADVANCE HEALTH CARE DIRECTIVE

By this document, I, **JOHN B. DOE**, intend to create an Advance Health Care Directive (the “Directive”) under Division 4.7 – Part 2 of the California Probate Code. This Directive shall not be affected by my subsequent incapacity.

PART 1 POWER OF ATTORNEY FOR HEALTH CARE

1.1. **DESIGNATION OF AGENT.** I hereby designate my wife,

MARIA A. DOE, of 43222 Arabia St. Pasadena, CA. 91101, (626) 635-1000, as my agent to make health care decisions for me.

If I revoke my agent’s authority or if my agent is not willing, able or reasonably available to make a health care decision for me, I designate the following persons to serve as my alternate agents to make health care decisions for me, such persons to serve in the order listed below:

1st Agent: Claudia Bee Doe, my sister-in-law, 731 Bath Street, Santa Barbara, CA. 93101 as my primary Agent. If said agent fails to qualify or ceases to act, the following person shall act as the alternate back-up agent:

2nd Agent: Clark Kent, my friend, 731 Bath Street, Santa Barbara, CA. 93101 as my back-up Agent.

1.2. **AGENT’S AUTHORITY.** My agent is authorized to make all health care decisions for me, including decisions to provide, withhold, or withdraw artificial nutrition and hydration and all other forms of health care to keep me alive, except as I state here:

(Add additional sheets if needed)

1.3. **WHEN AGENT’S AUTHORITY BECOMES EFFECTIVE.** My agent’s authority becomes effective when my primary physician determines that I am unable to make my own health care decisions unless I mark the following box.

If I mark this box ☐, my agent’s authority to make health care decisions for me takes effect immediately.

1.4. **AGENT’S OBLIGATION.** My agent shall make health care decisions for me in accordance with this power of attorney for health care, any instructions I give in Part 2 of this form, and my other wishes to the extent known to my agent. To the extent my wishes are unknown, my agent shall make health care decisions for me in accordance with what my agent determines to be in my best interest. In determining my best interest, my agent shall consider my personal values to the extent known to my agent.

1.5. **AGENT’S POSTDEATH AUTHORITY.** My agent is authorized to donate my organs, tissues, and parts, authorize an autopsy and direct disposition of my remains, except as I state here or in Part 3 of this form:

If I have executed, either concurrently with the execution of this Directive or at any time in the future, written "Final Disposition Instructions", I direct that my agent and family follow these instructions for my disposition arrangements.

(Add additional sheets if needed)

1.6. **GRANT OF AUTHORITY TO MY AGENT AND AUTHORIZATION UNDER HIPAA AND CALIFORNIA LAW FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH.** Subject to any limitations in this document, my agent has the power and authority to do all of the following:

- (a) Request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 U.S.C. 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act (“CMIA”), California Civil Code §56. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. For the purpose of complying with §56.11 of the California Civil Code, I have executed a form entitled **AUTHORIZATION AND WAIVER FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH** concurrently herewith. This authority given my agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my agent shall be effective immediately, has no

expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider;

- (b) Execute on my behalf any releases or other documents that may be required in order to obtain this information;
- (c) Consent to the disclosure of this information;
- (d) Appoint a "Patient Advocate" for me who shall have the same right to ask questions and obtain information as my agent under this form; and,
- (e) Transfer my care to another health care provider if my health care provider refuses to honor my Advance Health Care Directive. I also direct and empower my agent under this form to pursue any appropriate actions against my health care provider(s) in the event my Advance Health Care Directive is not honored.

1.7. SIGNING DOCUMENTS, WAIVERS, AND RELEASES. When necessary to implement the health care decisions that my agent is authorized by this form to make, my agent has the power and authority to execute on my behalf all of the following:

- (a) Documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice"; and,
- (b) Any necessary waiver or release from liability required by a hospital or physician.

1.8. NOMINATION OF CONSERVATOR. If a conservator of my person needs to be appointed for me by a court, I nominate the agent designated in this form to serve as such conservator. If that agent is not willing, able, or reasonably available to act as conservator, I nominate the alternate agents whom I have named, in the order designated above.

PART 2

INSTRUCTIONS FOR HEALTH CARE

If you fill out this part of the form, you may strike any wording you do not want.

2.1. END-OF-LIFE DECISIONS: I direct that my health care providers and others involved in my care provide, withhold, or withdraw treatment in accordance with the choice I have marked below:

- ☒ (a) **Choice Not to Prolong Life**
I do not want my life to be prolonged if (1) I have an incurable and irreversible condition that will result in my death within a relatively short time, (2) I become unconscious and, to a reasonable degree of medical certainty, I will not regain consciousness, or (3) the likely risks and burdens of treatment would outweigh the expected benefits, OR
- ☐ (b) ~~Choice to Prolong Life~~
~~I want my life to be prolonged as long as possible within the limits of generally accepted health care standards~~

2.2. **RELIEF FROM PAIN.** Except as I state in the following space, I direct that treatment for alleviation of pain or discomfort be provided at all times, even if it hastens my death:

(Add additional sheets if needed)

2.3. **OTHER WISHES.** (If you do not agree with any of the optional choices above and wish to write your own, or if you wish to add to the instructions you have given above, you may do so here.) I direct that:

☒ (a) Vegetative State

If I ever fall into a persistently vegetative state, I wish my misery to be reduced as painlessly as possible.

☐ (b) Senility

~~If I become senile, I wish to die naturally and without any extraordinary medical treatment.~~

☒ (c) No CPR

If I am in an irreversible coma or persistent vegetative state, I do not want any form of Cardio-Pulmonary ("CPR").

☒ (d) No additional treatment

If I am already in an irreversible coma or persistent vegetative state and I develop some other illness or condition for which an additional course of treatment would be considered, I do not want any additional treatment to be initiated (for example, if I am in an irreversible coma and it is subsequently discovered that I have cancer, I do not want surgery, chemotherapy and/or radiation).

(Add additional sheets if needed)

PART 3
DONATION OF ORGANS, TISSUES, AND PARTS AT DEATH
(OPTIONAL)

3.1 ☒ Upon my death, I give my organs, tissues, or parts (mark box to indicate yes):

By checking the box above, and notwithstanding my choice in Part 2 of this form, I authorize my agent to consent to any temporary medical procedure necessary solely to evaluate and/or maintain my organs, tissues, and/or parts for purposes of donation.

My donation is for the following purposes (strike any of the following you do not want):

(a) Transplant

(b) Therapy

(c) Research

(d) Education

If you want to restrict your donation of an organ, tissue, or part in some way, please state your restriction on the following lines:

If I leave this part blank, it is not a refusal to make a donation. My state-authorized donor registration should be followed, or, if none, my agent may make a donation upon my death. If no agent is named above, I acknowledge that California law permits an authorized individual to make such a decision on my behalf. (To state any limitation, preference, or instruction regarding donation, please use the lines above or in Section 1.5 of this form).

PART 4
MISCELLANEOUS

- 4.1 **EFFECT OF COPY.** A copy of this form has the same effect as the original.
- 4.2 **PRIOR DESIGNATIONS REVOKED.** I revoke any prior advance health care directive and any prior durable power of attorney for health care.
- 4.3 **SIGNATURE.** Sign and date the form here:

JOHN B. DOE

43222 Arabia St.
Pasadena, CA. 91101
(626) 676-1845

Dated: January 1, 2024

STATEMENT OF WITNESSES

I declare under penalty of perjury under the laws of California (1) that JOHN B. DOE, the individual who signed or acknowledged this advance health care directive is personally known to me (or that his identity was proven to me by convincing evidence), (2) that the individual signed or acknowledged this advance directive in my presence, (3) that the individual appears to be of sound mind and under no duress, fraud or undue influence, (4) that I am not a person appointed as agent by this advance directive, and (5) that I am not the individual's health care provider, an employee of the individual's health care provider, the operator of a community care facility, an employee of an operator of a community care facility, the operator of a residential care facility for the elderly, nor an employee of an operator of a residential care facility for the elderly. I further declare under perjury under the laws of California that I am not related to the individual executing this advance health care directive document by blood, marriage or adoption and, to the best of my knowledge, I am not entitled to any part of the individual's estate upon his death under a will now existing or by operation of law.

Witness 1

Signature

Print full name

Address

City, State, Zip

Witness 2

Signature

Print full name

Address

City, State, Zip

AUTHORIZATION AND WAIVER FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH

(California Civil Code §56)

A. I, JOHN B. DOE, of 43222 Arabia St. Pasadena, CA. 91101, do hereby authorize the persons named below in Paragraphs B and C, individually and severally, to have the power and authority to do all of the following:

(1) Request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code §56. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services (hereinafter the "covered provider/entity"), to give, disclose, and release to the persons named herein, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition.

This authority shall supersede any other agreement which I may have made with any covered provider/entity to restrict access to or disclosure of my individually identifiable health information. This authority shall be effective immediately and shall expire two (2) years following my death unless I revoke the authority in writing and deliver such revocation to a covered provider/entity;

(2) Execute on my behalf any releases or other documents that may be required in order to obtain this information;

- (3) Consent to the disclosure of this information;
- (4) Bring legal action to enforce this Authorization if it is not honored.

B. The specifically named persons who shall have the powers hereinabove described in Paragraph A are:

My wife MARIA A. DOE 43222 Arabia St. Pasadena, CA. 91101, (626) 635-1000 as my primary Agent. If said she fails to qualify or ceases to act, the following person shall act as the alternate agent:

1st Alternate Agent: Claudia Bee Doe, my sister-in-law, 731 Bath Street, Santa Barbara, CA. 93101 as my primary Agent. If said agent fails to qualify or ceases to act, the following person shall act as the alternate back-up agent:

2nd Back up Agent: Clark Kent, my friend, 731 Bath Street, Santa Barbara, CA. 93101 as my back-up Agent.

C. In addition to the persons who are specifically named in Paragraph B, the following described persons shall also have the powers hereinabove described in Paragraph A:

Any Trustee or Successor/Alternate Trustee of any inter-vivos trust created by me wherein I am a Trustee and/or a beneficiary.

Any agent (or "attorney-in-fact") in any General Power of Attorney created by me as the "Principal".

Any agent (or "attorney-in-fact") in any Power of Attorney for Healthcare created by me as the "Principal".

D. I understand the information used, disclosed, or released pursuant to this Authorization may be subject to re-disclosure by the authorized recipients whose names or positions are contained herein. No covered provider/entity shall require such authorized recipients to indemnify the covered provider/entity or agree to perform any act necessary for the covered provider/entity to comply with this Authorization.

E. A copy or facsimile of this Authorization shall be accepted as though it were the original and I am aware that I am entitled to a copy of this Authorization.

F. I hereby release any covered provider/entity that relies on this Authorization from any liability that may accrue from the use, release, or disclosure of my private information.

This Authorization and Waiver is executed by me on January 1, 2024

JOHN B. DOE

SAMPLE

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

STATE OF CALIFORNIA)
) ss.
County of _____)

On _____, before me, _____,
a Notary Public, personally appeared JOHN B. DOE, , who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Seal)

ADVANCE HEALTH CARE DIRECTIVE

(California Probate Code §4701)

Explanation

You have the right to give instructions about your own health care. You also have the right to name someone else to make health care decisions for you. This form lets you do either or both of these things. It also lets you express your wishes regarding donation of organs and the designation of your primary physician. If you use this form, you may modify all or any part of it. You are free to use a different form.

Part 1 of this form is a power of attorney for health care. Part 1 lets you name another individual as agent to make health care decisions for you if you become incapable of making your own decisions or if you want someone else to make those decisions for you now even though you are still capable. You may also name an alternate agent to act for you if your first choice is not willing, able, or reasonably available to make decisions for you. (Your agent may not be an operator or employee of a community care facility or a residential care facility where you are receiving care, or your supervising health care provider or employee of the health care institution where you are receiving care, unless your agent is related to you or is a co-worker.)

Unless the form you sign limits the authority of your agent, your agent may make all health care decisions for you. This form has a place for you to limit the authority of your agent. You need not limit the authority of your agent if you wish to rely on your agent for all health care decisions that may have to be made. If you choose not to limit the authority of your agent, your agent will have the right to:

- (a) Consent or refuse consent to any care, treatment, service, or procedure to maintain, diagnose, or otherwise affect a physical or mental condition.
- (b) Select or discharge health care providers and institutions.
- (c) Approve or disapprove diagnostic tests, surgical procedures, and programs of medication.
- (d) Direct the provision, withholding, or withdrawal of artificial nutrition and hydration and all other forms of health care, including cardiopulmonary resuscitation.
- (e) Make anatomical gifts, authorize an autopsy and direct disposition of remains.

Part 2 of this form lets you give specific instructions about any aspect of your health care, whether or not you appoint an agent. Choices are provided for you to express your wishes regarding the provision, withholding, or withdrawal of treatment to keep you alive, as well as the provision of pain relief. Space is also provided for you to add to the choices you have made or for you to write out any additional wishes. If you are satisfied to allow your agent to determine what is best for you in making end-of-life decisions, you need not fill out Part 2 of this form.

Part 3 of this form lets you express an intention to donate your bodily organs, tissues and parts following your death.

Part 4 of this form lets you designate a physician to have primary responsibility for your health care.

After completing this form, sign and date the form at the end. The form must be signed by two qualified witnesses or acknowledged before a notary public. Give a copy of the signed and completed form to your physician, to any other health care providers you may have, to any health care institution at which you are receiving care, and to any health care agents you have named. You should talk to the person you have named as agent to make sure that he or she understands your wishes and is willing to take the responsibility.

You have the right to revoke this advance health care directive or replace this form at any time.

CALIFORNIA ADVANCE HEALTH CARE DIRECTIVE

By this document, I, **MARIA A. DOE**, intend to create an Advance Health Care Directive (the “Directive”) under Division 4.7 – Part 2 of the California Probate Code. This Directive shall not be affected by my subsequent incapacity.

PART 1 POWER OF ATTORNEY FOR HEALTH CARE

1.1. **DESIGNATION OF AGENT.** I hereby designate my husband,

JOHN B. DOE, of 43222 Arabia St. Pasadena, CA. 91101, (626) 676-1845 as my agent to make health care decisions for me.

If I revoke my agent’s authority or if my agent is not willing, able or reasonably available to make a health care decision for me, I designate the following persons to serve as my alternate agents to make health care decisions for me, such persons to serve in the order listed below:

1st Agent: Claudia Bee Doe, my sister, 731 Bath Street, Santa Barbara, CA. 93101 as my primary Agent. If said agent fails to qualify or ceases to act, the following person shall act as the alternate back-up agent:

2nd Agent: Clark Kent, my friend, 731 Bath Street, Santa Barbara, CA. 93101 as my back-up Agent.

1.2. **AGENT’S AUTHORITY.** My agent is authorized to make all health care decisions for me, including decisions to provide, withhold, or withdraw artificial nutrition and hydration and all other forms of health care to keep me alive, except as I state here:

(Add additional sheets if needed)

1.3. **WHEN AGENT’S AUTHORITY BECOMES EFFECTIVE.** My agent’s authority becomes effective when my primary physician determines that I am unable to make my own health care decisions unless I mark the following box.

If I mark this box ☐, my agent’s authority to make health care decisions for me takes effect immediately.

1.4. **AGENT'S OBLIGATION.** My agent shall make health care decisions for me in accordance with this power of attorney for health care, any instructions I give in Part 2 of this form, and my other wishes to the extent known to my agent. To the extent my wishes are unknown, my agent shall make health care decisions for me in accordance with what my agent determines to be in my best interest. In determining my best interest, my agent shall consider my personal values to the extent known to my agent.

1.5. **AGENT'S POSTDEATH AUTHORITY.** My agent not have the authority to make a disposition of a part or parts of my body (i.e., I do not wish to make any anatomical gifts), except as I state here or in Part 3 of this form:

If I have executed, either concurrently with the execution of this Directive or at any time in the future, written "Final Disposition Instructions", I direct that my agent and family follow these instructions for my disposition arrangements.

(Add additional sheets if needed)

1.6. **GRANT OF AUTHORITY TO MY AGENT AND AUTHORIZATION UNDER HIPAA AND CALIFORNIA LAW FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH.** Subject to any limitations in this document, my agent has the power and authority to do all of the following:

- (a) Request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code §56. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. For the purpose of complying with §56.11 of the California Civil Code, I have executed a form entitled **AUTHORIZATION AND WAIVER FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH** concurrently herewith. This authority given my agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my agent shall be effective immediately, has no

expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider;

- (b) Execute on my behalf any releases or other documents that may be required in order to obtain this information;
- (c) Consent to the disclosure of this information;
- (d) Appoint a "Patient Advocate" for me who shall have the same right to ask questions and obtain information as my agent under this form; and,
- (e) Transfer my care to another health care provider if my health care provider refuses to honor my Advance Health Care Directive. I also direct and empower my agent under this form to pursue any appropriate actions against my health care provider(s) in the event my Advance Health Care Directive is not honored.

1.7. **SIGNING DOCUMENTS, WAIVERS, AND RELEASES.** When necessary to implement the health care decisions that my agent is authorized by this form to make, my agent has the power and authority to execute on my behalf all of the following:

- (a) Documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice"; and,
- (b) Any necessary waiver or release from liability required by a hospital or physician.

1.8. **NOMINATION OF CONSERVATOR.** If a conservator of my person needs to be appointed for me by a court, I nominate the agent designated in this form to serve as such conservator. If that agent is not willing, able, or reasonably available to act as conservator, I nominate the alternate agents whom I have named, in the order designated above.

PART 2 INSTRUCTIONS FOR HEALTH CARE

If you fill out this part of the form, you may strike any wording you do not want.

2.1. **END-OF-LIFE DECISIONS:** I direct that my health care providers and others involved in my care provide, withhold, or withdraw treatment in accordance with the choice I have marked below:

☐ (a) Choice Not to Prolong Life

~~I do not want my life to be prolonged if (1) I have an incurable and irreversible condition that will result in my death within a relatively short time, (2) I become unconscious and, to a reasonable degree of medical certainty, I will not regain consciousness, or (3) the likely risks and burdens of treatment would outweigh the expected benefits, OR~~

☒ (b) Choice to Prolong Life

I want my life to be prolonged as long as possible within the limits of generally accepted health care standards.

2.2. **RELIEF FROM PAIN.** Except as I state in the following space, I direct that treatment for alleviation of pain or discomfort be provided at all times, even if it hastens my death:

(Add additional sheets if needed)

2.3. **OTHER WISHES.** (If you do not agree with any of the optional choices above and wish to write your own, or if you wish to add to the instructions you have given above, you may do so here.) I direct that:

☐ (a) Vegetative State

~~If I ever fall into a persistently vegetative state, I wish my misery to be reduced as painlessly as possible.~~

☒ (b) Senility

If I become senile, I wish to die naturally and without any extraordinary medical treatment.

☒ (c) No CPR

If I am in an irreversible coma or persistent vegetative state, I do not want any form of Cardio-Pulmonary ("CPR").

☒ (d) No additional treatment

If I am already in an irreversible coma or persistent vegetative state and I develop some other illness or condition for which an additional course of treatment would be considered, I do not want any additional treatment to be initiated (for example, if I am in an irreversible coma and it is subsequently discovered that I have cancer, I do not want surgery, chemotherapy and/or radiation).

(Add additional sheets if needed)

PART 3
DONATION OF ORGANS, TISSUES AND PARTS AT DEATH
(OPTIONAL)

3.1 ☐ Upon my death, I give my organs, tissues, or parts (mark box to indicate yes):

By checking the box above, and notwithstanding my choice in Part 2 of this form, I authorize my agent to consent to any temporary medical procedure necessary solely to evaluate and/or maintain my organs, tissues, and/or parts for purposes of donation.

My donation is for the following purposes (strike any of the following you do not want):

- (a) Transplant
- (b) Therapy
- (c) Research
- (d) Education

If you want to restrict your donation of an organ, tissue, or part in some way, please state your restriction on the following lines:

If I leave this part blank, it is not a refusal to make a donation. My state-authorized donor registration should be followed, or, if none, my agent may make a donation upon my death. If no agent is named above, I acknowledge that California law permits an authorized individual to make such a decision on my behalf. (To state any limitation, preference, or instruction regarding donation, please use the lines above or in Section 1.5 of this form).

PART 4
MISCELLANEOUS

- 4.1 **EFFECT OF COPY.** A copy of this form has the same effect as the original.
- 4.2 **PRIOR DESIGNATIONS REVOKED.** I revoke any prior advance health care directive and any prior durable power of attorney for health care.
- 4.3 **SIGNATURE.** Sign and date the form here:

MARIA A. DOE

43222 Arabia St
Pasadena, CA. 91101.
(626) 635-1000

Dated: January 1, 2024

STATEMENT OF WITNESSES

I declare under penalty of perjury under the laws of California (1) that MARIA A. DOE, the individual who signed or acknowledged this advance health care directive is personally known to me (or that her identity was proven to me by convincing evidence), (2) that the individual signed or acknowledged this advance directive in my presence, (3) that the individual appears to be of sound mind and under no duress, fraud or undue influence, (4) that I am not a person appointed as agent by this advance directive, and (5) that I am not the individual's health care provider, an employee of the individual's health care provider, the operator of a community care facility, an employee of an operator of a community care facility, the operator of a residential care facility for the elderly, nor an employee of an operator of a residential care facility for the elderly. I further declare under perjury under the laws of California that I am not related to the individual executing this advance health care directive document by blood, marriage or adoption and, to the best of my knowledge, I am not entitled to any part of the individual's estate upon her death under a will now existing or by operation of law.

Witness 1

Signature

Print full name

Address

City, State, Zip

Witness 2

Signature

Print full name

Address

City, State, Zip

AUTHORIZATION AND WAIVER FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH

(California Civil Code §56)

A. I, MARIA A. DOE, of 43222 Arabia St. Pasadena, CA. 91101, do hereby authorize the persons named below in Paragraphs B and C, individually and severally, to have the power and authority to do all of the following:

(1) Request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code §56. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services (hereinafter the "covered provider/entity"), to give, disclose, and release to the persons named herein, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition.

This authority shall supersede any other agreement which I may have made with any covered provider/entity to restrict access to or disclosure of my individually identifiable health information. This authority shall be effective immediately and shall expire two (2) years following my death unless I revoke the authority in writing and deliver such revocation to a covered provider/entity;

(2) Execute on my behalf any releases or other documents that may be required in order to obtain this information;

- (3) Consent to the disclosure of this information;
- (4) Bring legal action to enforce this Authorization if it is not honored.

B. The specifically named persons who shall have the powers hereinabove described in Paragraph A are:

My husband JOHN B. DOE, 43222 Arabia St, Pasadena, CA. 91101, (626) 676-1845 as my primary Agent. If said he fails to qualify or ceases to act, the following person shall act as the alternate agent:

1st Alternate Agent: Claudia Bee Doe, my sister, 731 Bath Street, Santa Barbara, CA. 93101 as my primary Agent. If said agent fails to qualify or ceases to act, the following person shall act as the alternate back-up agent:

2nd Back up Agent: Clark Kent, my friend, 731 Bath Street, Santa Barbara, CA. 93101 as my back-up Agent.

C. In addition to the persons who are specifically named in Paragraph B, the following described persons shall also have the powers hereinabove described in Paragraph A:

Any Trustee or Successor/Alternate Trustee of any inter-vivos trust created by me wherein I am a Trustee and/or a beneficiary.

Any agent (or "attorney-in-fact") in any General Power of Attorney created by me as the "Principal".

Any agent (or "attorney-in-fact") in any Power of Attorney for Healthcare created by me as the "Principal".

D. I understand the information used, disclosed, or released pursuant to this Authorization may be subject to re-disclosure by the authorized recipients whose names or positions are contained herein. No covered provider/entity shall require such authorized recipients to indemnify the covered provider/entity or agree to perform any act necessary for the covered provider/entity to comply with this Authorization.

E. A copy or facsimile of this Authorization shall be accepted as though it were the original and I am aware that I am entitled to a copy of this Authorization.

F. I hereby release any covered provider/entity that relies on this Authorization from any liability that may accrue from the use, release, or disclosure of my private information.

This Authorization and Waiver is executed by me on January 1, 2024

MARIA A. DOE

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

STATE OF CALIFORNIA)
) ss.
County of _____)

On _____, before me, _____,
a Notary Public, personally appeared MARIA A. DOE, , who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Seal)

FINAL DISPOSITION

AUTHORIZATION AND INSTRUCTIONS

I, JOHN B. DOE, of 43222 Arabia St. Pasadena, CA. 91101, being of sound mind, willfully and voluntarily make known by this document my desire that, upon my death, the final disposition of my remains be under the control of my representative, and, with respect to that final disposition only, I hereby appoint the representative and the successor representatives named in this document. All decisions made by my representative with respect to the final disposition of my remains shall be binding and, for the guidance of my representative, I am making my wishes known as follows:

I wish to be: buried.

☐ I wish a funeral with full military honors.

I would like my remains laid to rest / ashes to be dispersed: in the following cemetery
Resurrection Catholic Cemetery in Rosemead, CA.

I have the following wishes regarding my funeral/memorial services: I request for my successor trustee to make all necessary arrangements.

I have made post-death arrangements with: Resurrection Catholic Cemetery in Rosemead, CA my successor trustees can make all of the arrangements as they find fit.

My representative shall be:

MARIA A. DOE
43222 Arabia St
Pasadena, CA. 91101
(626) 635-1000

If my representative dies, becomes incapacitated, resigns, refuses to act, ceases to be qualified, or cannot be located within the time necessary to control the final disposition of my remains, I hereby appoint the following individuals, each to act alone and successively, in the order specified, to serve as my successor representative:

1st Representative: Claudia Bee Doe, my sister-in-law, 731 Bath Street, Santa Barbara, CA. 93101 as my primary Agent. If said agent fails to qualify or ceases to act, the following person shall act as the alternate back-up representative.

2nd Representative: Clark Kent, my friend, 731 Bath Street, Santa Barbara, CA. 93101 as my back-up representative.

This authorization becomes effective upon my death. I hereby revoke any prior final disposition authorizations and/or instructions that I may have signed before the date that this document is signed. I hereby agree that any funeral director, crematory authority, or cemetery authority that receives a copy of this document may act under it. Any modification or revocation of this document is not effective as to a funeral director, crematory authority, or cemetery authority until the funeral director, crematory authority, or cemetery authority receives actual notice of the modification or revocation. No funeral director, crematory authority, or cemetery authority may be liable because of reliance on a copy of this document.

Signed on: January 1, 2024, in _____ (county), California.

JOHN B. DOE

Witnesses

I attest that JOHN B. DOE, the person who signed this document, did so or acknowledged signing this document in my presence and that he appears to be of sound mind and not subject to duress, fraud, or undue influence. I further attest that I am not the representative or the successor representative appointed under this document, that I am at least eighteen (18) years of age, and that I am not related to the person who signed this document by blood, marriage, or adoption.

Witness 1

Signature

Print full name

Address

City, State, Zip

Witness 2

Signature

Print full name

Address

City, State, Zip

FINAL DISPOSITION

AUTHORIZATION AND INSTRUCTIONS

I, MARIA A. DOE, of 43222 Arabia St., Pasadena, California 91101, being of sound mind, willfully and voluntarily make known by this document my desire that, upon my death, the final disposition of my remains be under the control of my representative, and, with respect to that final disposition only, I hereby appoint the representative and the successor representatives named in this document. All decisions made by my representative with respect to the final disposition of my remains shall be binding and, for the guidance of my representative, I am making my wishes known as follows:

I wish to be : ☐ Cremated ☐ Buried.

☐ I request NO funeral and NO memorial service.

☐ I wish a funeral with full military honors.

☐ **I would like my remains laid to rest / ashes to be dispersed:**

☐ **I have the following wishes regarding my funeral and memorial services:**

☐ **I have made post-death arrangements with:**

My representative shall be:

JOHN DOE
43222 Arabia St
Pasadena, CA. 91101
(626) 676-1845

If my representative dies, becomes incapacitated, resigns, refuses to act, ceases to be qualified, or cannot be located within the time necessary to control the final disposition of my remains, I hereby appoint the following individuals, each to act alone and successively, in the order specified, to serve as my successor representative:

1st Representative: Claudia Bee Doe, my sister, 731 Bath Street, Santa Barbara, CA. 93101 as my primary Agent. If said agent fails to qualify or ceases to act, the following person shall act as the alternate back-up representative.

2nd Representative: Clark Kent, my friend, 731 Bath Street, Santa Barbara, CA. 93101 as my back-up representative.

This authorization becomes effective upon my death. I hereby revoke any prior final disposition authorizations and/or instructions that I may have signed before the date that this document is signed. I hereby agree that any funeral director, crematory authority, or cemetery authority that receives a copy of this document may act under it. Any modification or revocation of this document is not effective as to a funeral director, crematory authority, or cemetery authority until the funeral director, crematory authority, or cemetery authority receives actual notice of the modification or revocation. No funeral director, crematory authority, or cemetery authority may be liable because of reliance on a copy of this document.

Signed on: January 1, 2024, in _____ (county), California.

MARIA A. DOE

Witnesses

I attest that MARIA A. DOE, the person who signed this document, did so or acknowledged signing this document in my presence and that she appears to be of sound mind and not subject to duress, fraud, or undue influence. I further attest that I am not the representative or the successor representative appointed under this document, that I am at least eighteen (18) years of age, and that I am not related to the person who signed this document by blood, marriage, or adoption.

Witness 1

Signature

Print full name

Address

City, State, Zip

Witness 2

Signature

Print full name

Address

City, State, Zip

TAB 7 – TRANSFER DOCUMENTS

BLANK

No signatures are required here.

If you requested to fund a real property, please see the enclosed Quit Claim form that needs to notarize and mailed to Dependable Title for processing.

Please keep a copy of your mailed documents.

Within 2-3 weeks, you can insert in the section, certified copies of the filed documents.

Please remove and discard when complete

**TAB 8 – SUMMARY OF ESTATE
PLANNING PROVISIONS**

No signatures are required here

You can read definitions of legal terms in this section.

SUMMARY OF ESTATE PLANNING PROVISIONS

LIVING TRUST:

Your Revocable Living Trust is an agreement between the “Settlor” and the “Trustee” to hold the Trust assets for the benefit of the beneficiary of the Trust. The Settlor is the person setting up the Trust and the Trustee is the person who manages the Trust. In order to form the Trust, the Settlor transfers property to the Trustee to hold in the name of the Trust. Since this is your Trust, you are the Settlor and you are the initial Trustee of the Trust. The Trust provides that, for your lifetime, you are also the sole beneficiary of the Trust. These points are covered in the Recitals and in Article I of the Trust.

Paragraph 2.A. designates the name of the Trust. This is the name you will use to re-title your assets to the Trust.

Paragraph 2.B. sets forth your family situation.

Paragraph 2.C. designates who shall act as your successor Trustee in the event you are no longer able to act; either due to your death or your incapacity.

Paragraph 2.D. enables you (or anyone else) to add property to the Trust, either during your lifetime or at death.

Paragraph 2.E. defines the terms used through the Trust.

Paragraph 2.F. establishes the laws of California as the operative laws controlling this Trust.

Paragraph 2.G. is often referred to as a "Spendthrift Clause" because it prevents a future beneficiary from alienating ("selling") his or her interest in the Trust (usually for pennies on the dollar); it also keeps a creditor or ex-spouse of a beneficiary from being able to reach the beneficiary's interest in the Trust.

Paragraph 2.H. is the Maximum Duration of Trusts provision (it is also known as the "Rule Against Perpetuities") and most all states require it to be included in a trust. Basically, the rule states that, regardless of circumstances, a trust (or an interest in the trust) must end at some point in the future; it does not mean that the trust must continue for that period. Since these laws can change, your Trust merely states that the Trust will end, assuming it was still on-going, at the end of the maximum period under California law at that time. Please note that it is extremely unlikely that this provision will ever be needed, but it must be included.

Paragraph 2.I. is the “No Contest” provision in the Trust. It states that, to the extent permitted under California law, if anyone challenges the validity of the Trust or your intent as expressed in the Trust, that person and his or her descendants will receive nothing from the Trust.

Paragraph 2.J. sets the requirement that a beneficiary must survive you by at least thirty days to receive his or her distribution. This can avoid an unnecessary probate of the beneficiary's share of the Trust.

Paragraph 2.K. creates some general rules (which will not override any specific distribution provisions) of what will happen to any Trust distribution going to a beneficiary who is under the age of 21 or who is incapacitated at the time of the distribution. Again, if you have made specific provisions (for example, holding a Trust share until age thirty), those specific provisions will take precedence over the general provisions in this paragraph. One of the important provisions of this paragraph is the discretionary right it gives to the Trustee to hold any distribution for a beneficiary deemed by the Trustee to be incompetent or suffering from substance abuse, or because the beneficiary's financial circumstances are such that failure to delay the distribution would actually reduce the Trust benefits to the beneficiary (e.g., a beneficiary who is receiving state assistance of some kind).

Paragraph 2.L. establishes the procedures to resolve any conflicts between beneficiaries or between a beneficiary and the Trustee.

Paragraph 2.M. provides that the Trustee can distribute an interest in the Trust if the cost of administering that interest makes it uneconomical to continue the Trust administration on that share.

Article III has detailed provisions concerning the Trustee.

Paragraph 3.A. reiterates your authority to designate anyone you wish as a co-Trustee or as a successor Trustee.

Paragraph 3.B. gives the beneficiaries the authority to appoint a new Trustee if, for any reason, no Trustee is acting and there is no successor Trustee designated or able to act; otherwise, the court would appoint the new Trustee.

Paragraph 3.C. gives any Trustee the right to resign and, if there is not a designated successor Trustee, to have a successor Trustee appointed by the court.

Paragraph 3.D. releases a successor Trustee from any liability for the actions of a predecessor (although the predecessor Trustee would still be liable). Without this protection, no successor Trustee would ever be willing to act.

Paragraph 3.E. eliminates the requirement that a Trustee post a bond prior to acting. A bond is very difficult to obtain when there is no court supervision and is very expensive (it is paid out of the Trust assets); it can also be a "Catch-22" situation because the successor Trustee cannot gain access to the Trust assets to pay for the bond until he or he becomes the Trustee but cannot become the Trustee until the bond has been posted. The best advice is to designate successor Trustees you can trust.

Paragraph 3.F. sets the compensation of a successor Trustee. If a Trustee is a corporation (i.e., a bank) the compensation is the Trustee's published fee schedule; however, when a Trustee is an individual such compensation shall be the average of what banks in your county would charge

for a similar trust. A Trustee is also entitled to be reimbursed for all necessary expenses incurred in the discharge of the Trustee's duties. The last sentence in the paragraph gives the Trustee the right to determine how the fees should be allocated.

Paragraph 3.G. discusses the reporting requirements of the Trustee. In general, a Trustee must report ("account") to the beneficiaries of a trust at least annually. Obviously, while you are the Trustee (and the beneficiary) it is not necessary for you to account to yourself; further, a beneficiary can waive ("give-up") the requirement. An accounting becomes final when it is given pursuant to

Paragraph 3.H. outlines the manner of payment of Trust assets to the beneficiaries. This paragraph releases the Trustee from liability for any payment made in conformance to the paragraph.

Paragraph 3.I. means that a Trustee can hold separate trust interests in a common account but must maintain a separate accounting for each interest.

Paragraph 3.J. defines certain actions a Trustee can take; for example, a Trustee can, just as you can, give another person a "power of attorney".

Paragraph 3.K. gives your successor Trustee the right to obtain your health care information which would otherwise not be accessible under the privacy provisions of the federal Health Insurance Portability and Accountability Act ("HIPAA"); because of specific California regulations on the execution of a release concerning your protected health information, there is also a separate waiver form. A similar provision is also in your General Power of Attorney and your Health Care power.

Paragraph 3.L. authorizes the Trustee to collect any life insurance which is payable to the Trust (i.e., the Trust is the beneficiary of the policy).

Paragraph 3.M. provides that a discretionary power given to the Trustee to invade or utilize the principal of a Trust for "health, care, education, support or maintenance" of a beneficiary shall not be a General Power of Appointment (as defined in §§2041 and 2514 of the Internal Revenue Code) which could have adverse tax consequences. The paragraph also clarifies a provision in the California Probate Code concerning discretionary powers given to a trustee.

Paragraph 3.N. permits a Trustee to release or to restrict the scope of any trustee power if necessary for an appropriate reason (such as avoiding an adverse tax consequence).

Article IV grants the powers of the Trustee. In general, the Trustee will have the same level of control over the Trust assets that you have prior to transferring the assets into the Trust.

Article V contains your retained rights as the creator of the Trust: your right to revoke (Paragraph 5.A.) or change (Paragraph 5.B.) the Trust at any time during your lifetime; that these powers terminate at your death (Paragraph 5.C.), and that these powers cannot be exercised by anyone other than you (Paragraph 5.D.). There are also provisions concerning your right to use your personal property (Paragraph 5.E.) and your principal residence (Paragraph 5.F.) without accountability to the Trustee (if you are not acting as the Trustee at any point during your lifetime); in addition, Paragraph 5.E. ensures that you are entitled to any "homestead" exemption even though your residence is titled in the Trust.

Article VI is the part of the Trust that controls how the assets of the Trust are to be distributed; both during your lifetime and then after your death. It is the distribution after death when the Trust acts like a Will, except the assets can be distributed without court supervision (i.e., no probate).

Paragraph 6.A. restates the Trustee's basic responsibility.

Paragraph 6.B. states your unlimited right to the income and principal during your lifetime. In addition, you are giving the Trustee the right to continue your support of a dependent.

Paragraph 6.C. allows the Trustee to accumulate the Trust income and/or distribute the Trust principal in the event you are incapacitated; it also states your desire to stay in your principal residence as long as possible and/or to return to your residence from a care facility as soon as it is medically reasonable.

Paragraph 6.D. gives the Trustee the right to delay distribution of the Trust for up to six months after your death. This time frame is tied to the federal estate tax "alternative valuation date" (the right to revalue the estate for tax purposes six months after the date of death), but more importantly it gives the Trustee some time to make sure all of the assets have been located and all of the debts and bills have been paid before being pressured by the beneficiaries to make distributions. This does not mean the Trustee cannot be making some or all of the distributions in the meantime.

Paragraph 6.E. authorizes the Trustee to pay from the Trust all of your debts, funeral expenses, the costs of administration and any taxes. Because legally the Executor of an estate has this responsibility, this paragraph coordinates the payment with the Executor if one is appointed or gives this authority to the Trustee if one is not appointed (as is typically the case). The provisions for the payment of any death taxes is fairly technical; the important point here is that the taxes (if any) are paid from the balance of the Trust before final distribution.

Paragraph 6.F. is the place in the Trust where you direct how your Trust (including any assets added to the Trust after your death, such as life insurance or assets passing through the "Pour-Over Will") shall be distributed at your death. Please review this paragraph carefully.

DECLARATION OF TRUST:

Under certain, very limited circumstances, this Declaration could possibly be helpful after your death if you neglected to transfer a valuable asset to your Trust; it merely confirms that you intended to include all of your assets within your Trust. This Declaration is not a substitute for the requirement that you must transfer ("title") your assets into the name of your Trust in order to avoid a potential probate of those non-Trust assets.

CERTIFICATION OF TRUST:

The Certification sets forth the existence of your Trust and your unlimited right as Trustee to deal with any account or asset held in the Trust. The Certification acts as a short version of the Trust Agreement and gives any third party all the information required from the Trust without getting into the dispositive provisions, which are (and should remain) confidential.

ASSIGNMENT OF PERSONAL PROPERTY:

This Assignment acts as the method of transferring all of your tangible personal property assets (generally such assets do not have a title or an ownership document) to your Trust (thereby avoiding the necessity or possibility of having to probate these assets); this Assignment also transfers your digital assets and/or rights (including any “social media”, on-line accounts and/or email accounts) to the Trust.

WILL:

Your Will is commonly referred to as a “pour-over” will. Under the terms of the Will, any assets held by you which have not previously been transferred into your Trust will be added to the Trust at the time of your death (but may be subject to a probate administration in order to do so). The purpose of this is to make sure all of your assets (whether in the Trust or not) are distributed according to the dispositive plan set forth in the Trust. The Wills also designate the Guardian of any minor child.

UNIFORM STATUTORY FORM POWER OF ATTORNEY:

This is your “general power of attorney” which is primarily intended to give your named agent the power to deal with any trust or non-trust assets. Please be aware that this document gives your agent broad powers to dispose of, sell, convey and encumber your real and personal property; if you have any concern about granting such broad powers, please contact me at once.

ADVANCE HEALTH CARE DIRECTIVE:

The Advance Health Care Directive gives your named Agents the power to make medical decisions, sign consents and/or releases with hospitals and/or doctors it conforms to the new Federal Laws (known as “HIPAA”) with regard to the releases. It also acts as your “living will” for end-of-life decisions.

HIPAA AUTHORIZATION AND WAIVER:

The HIPAA Authorization and Waiver is a “stand-alone” document to authorize your health care providers to release information concerning your otherwise confidential medical information to the individuals you have designated to act on your behalf in the event of disability and to any other individuals who you would also want to have such access. Please note that state law requires that the form be generated in “14 point type-face”.

FINAL DISPOSITION INSTRUCTIONS:

These Instructions give you the opportunity to specify how you wish to have your remains be dealt with (i.e., cremation or burial); to provide details of any prior arrangements and to designate the persons to carry out your wishes.

SAMPLE