

***THE***  
***LIVING TRUST***

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## THE LIVING TRUST

### Summary of your Revocable Living Trust

A Revocable Living Trust allows you to manage your own estate while you are alive in the same manner as you currently do. The significance of a Revocable Living Trust is that it survives you after death and helps to avoid probate of the assets that you previously transferred to your Revocable Living Trust.

One of the major benefits of a revocable living trust comes after your death, when the trust assets are transferred to your beneficiaries without going through the probate process. The all-important responsibilities of handling that transfer falls to your successor Trustee.

By executing the enclosed "Trust Agreement," you are creating an entity to accept whatever assets you choose to place in trust. By definition, a trust is something which is created to hold assets for the benefit of another. A Living Trust is similar in that you place your assets in trust for your own benefit during your life and after your death, for the benefit of your loved ones.

Although the enclosed "Trust Agreement" may appear complicated, it is really quite simple. The trust actually owns your property and you own the trust. This allows you to manage and control your property during your lifetime. Your desires for the distribution of your estate are carried out by the person you have designated prior to your death. This person is called your successor Trustee.

If you are married, you may wish to have your property go to your spouse after your death and, then, after your spouse's death, to your children or grandchildren. If you are a single or widowed person, there may be family members, friends or charities to whom you want your property given upon your death. Your trust will enable your designated successor Trustee to carry out your wishes in accordance with your instructions.

Although we do not provide legal advice on your estate plan, the following documents have been prepared by our staff as directed by you. When seeking your attorney's advice, you can feel confident that your trust has been carefully tailored to meet your individual needs under your direction.

Be sure to consult with your attorney, accountant, CPA or other tax professional for information on the necessary tax shelters, tax breaks, gift taxes, inheritance taxes, disclaimers, or any specific tax requirements for your Revocable Living Trust.

## THE LIVING TRUST

### Basics of the Revocable Living Trust Management

#### *1. How will my Living Trust avoid Probate?*

A Revocable Living Trust is designed so that assets transferred to your trust prior to your death do not require court supervised probate. Probate is the process in which the court supervises the distribution of your estate after death. You select a trustee to succeed you after your death. Your “Trust Agreement” states your desires. The trustee you select to carry out your desires can transfer your assets to your loved ones immediately, without having to wait for court direction.

#### *2. Who can be a Trustee?*

During your lifetime you are your own trustee. You may wish to select a professional trustee to manage your assets in trust. However, a professional trustee, such as a bank, or trust company, is not required by law. Normally, persons with living trusts act as their own trustees. However, someone with a large estate who does not want the headaches of managing certain assets may choose to contract with a professional trustee or another person to manage his or her affairs. In some cases, persons who travel outside the country a good deal of the time hire professional trustees to make sure their affairs are handled according to their needs and desires. Like anything else, professional trustees can also be costly. More important, trustees who handle your affairs after death need clear direction from you to enable them to distribute your estate correctly. In your trust package, great care has been taken to ensure that your trustees have the authority to distribute your estate as well as the protection against anyone who may wish to alter your intentions.

#### *3. What are Settlers, Trustee, Successor Trustees and Beneficiaries?*

By creating your Living Trust, you are a “Settlor.” As stated above, you are normally the “Trustee” of your own estate during your lifetime. Likewise, during your lifetime you are also the “Beneficiary.” The “successor Trustee” is the person or entity who manages your trust for you after you stop serving as the Trustee, either due to death, incapacity or simply because you want someone else managing your trust.

#### *4. If I am Settlor, Trustee, and Beneficiary, is there really a trust created?*

Certainly. A trust will be created so long as you designate one or more beneficiaries of the Living Trust other than yourself after your death. A trust results as soon as you fund your trust with some assets. You can think of your trust as a substitute for a Will. A Will does not take effect until after your death and it requires probate by the court.

A Living Trust takes immediate effect when you fund it with your assets; it then becomes a dynamic instrument for your personal estate plan.

***5. What is the difference between a funded and unfunded trust?***

Your Living Trust will not take effect until you execute it by signing all of the necessary papers, obtaining witnesses' signatures, and notarization. However, even then your trust will remain “unfunded” until you transfer your assets into it. It is simple to transfer your assets into your trust. For example, you can transfer your real property from your current ownership to your trust with a deed. The law does not consider such a transfer to be a sale for the purpose of reassessing your property for tax purposes. In addition, you may contact your bank or other institution where you hold assets and direct them to rename your assets and accounts as belonging to your trust. Your trust is considered “funded” after your assets are transferred to it. Consult with your attorney, accountant, CPA or other tax professional for tax information.

***6. What do I do to bequeath particular assets to particular persons following my death?***

In a Revocable Living Trust, you can specify, at the creation of your trust, that you wish certain assets to go to certain persons or organizations upon your death. As a working document, your trust allows you to designate just what your desires are.

***7. Can I ever change my mind?***

Yes. While you are alive and well, you have complete control over your revocable living trust and all the property you transfer to it. You can:

1. Sell, mortgage or give away property in the trust
2. Put ownership of the trust property back in your own name
3. Add property to the trust
4. Change the beneficiaries
5. Name a different successor trustee
6. Revoke the trust completely

If you are married and create the trust together, both spouses must consent to changes, although either of you can revoke the trust entirely.

***8. What is a Pour Over Will?***

In case some items you own may have not been transferred into your trust, you will find included in this package a simple “Pour Over Will.” Unlike the normal Last Will and Testament you may be accustomed to, the “Pour Over Will” simply directs your named Executor or Personal Representative to “pour over” any assets which you failed to include in your trust for distribution under the terms of your Living Trust.

Such property may be subject to probate, or if the estate is small enough, a “small estate” procedure may be available. Typically, a conscientious settlor will have already transferred all major assets into the Living Trust. You may wish to think of the Pour Over Will as a housekeeping implement for your estate.

***9. What does a Durable Power of Attorney for Property Management accomplish?***

The optional Durable Power of Attorney for Property Management allows you to designate an individual to act on your behalf in managing your assets that have not been transferred into your trust. In an extreme example, such as incapacity, a Durable Power of Attorney for Property Management will enable your designee to transfer many of the remaining assets to your trust, if expressly permitted by both the Durable Power of Attorney for Property Management and the trust instrument.

***10. What is a Power of Attorney for Health Care?***

The optional Power of Attorney for Health Care allows a person of your choice to make medical decisions in the event you are physically or mentally unable to make decisions or give consent to treatment yourself. The Power of Attorney for Health Care may also allow your designated agent to withhold medical treatment in certain circumstances, as specified by you.

***11. Will my Living Trust avoid taxes?***

No! However, different taxes can have different results depending on the size of the estate and the circumstances existing at the time of your death. For example, if you have income producing property in your trust, during your lifetime you will be taxed on the income in the same manner as if it were property held by you without a trust. If you have a particularly large estate, it may be helpful to consult with your attorney, accountant or other tax professional to maximize your estate and minimize the payment of taxes. Your Living Trust is an important tool in the overall estate plan.

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**THE \_\_\_\_\_ LIVING TRUST**

**REVOCABLE LIVING TRUST AGREEMENT**

**DATED:** \_\_\_\_\_, 20\_\_

**BETWEEN:** **JOHN DOE**, AS SETTLOR

**AND:** **JOHN DOE**, AS TRUSTEE

**JOHN DOE**, a resident of the State of California, County of Los Angeles, establishes a Trust upon the conditions and for the purposes hereafter set forth.

**Article One**

**Section 1.01 Trust Estate Defined and Trust Purpose**

All property hereafter transferred or conveyed to and received by the Trustee to be held pursuant to the terms of this Trust Agreement is herein called the “Trust Estate” and shall be held, administered, and distributed by the Trustee as provided in this Trust Agreement. The Settlor shall transfer and deliver to the Trustee the property described in the various schedules accompanying this Trust. Such title and interests the Trustee has received or may hereafter acquire in that property and such other property as may hereafter be added to the Trust, shall be vested in the Trustee.

The primary Trust purposes shall be to provide for the health, support and maintenance of the Settlor during her lifetime, in her accustomed manner of living. The secondary Trust purposes shall be to permit the Settlor to provide funds for the reasonable health, education, support and maintenance of the Settlor’s designated beneficiaries.

**Section 1.02 Names of Trusts**

The trusts created by this Trust Agreement shall be known collectively as **THE JOHN DOE FAMILY LIVING TRUST, UTD \_\_\_\_\_, 20\_\_** and each separate trust created under this Trust Agreement shall be referred to by adding the name or designation of that separate trust as it appears in the appropriate section of this Trust Agreement.

**Section 1.03 Definitions**

As used in this Trust Agreement,

- a) The term “Settlor” shall refer individually to **JOHN DOE**.
- b) The term “Trustee” shall mean the person appointed to administer the Trust.

- c) The terms “child” and “children” as used in this Trust Agreement refer to natural children now living or hereafter born and to children who have been legally adopted by the parent or parents from or through whom their right to inherit or to take is determined or derived. The terms “issue,” “next-of-kin,” “heirs,” “child,” “children” or any other class designation shall not include stepchildren, foster children or persons born out of wedlock. The names of the Settlor's children are: **JUNIOR DOE (DOB 02/07/1965)** and **JAMES DOE (DOB 04/11/1969)**.
- d) The term “beneficiary” shall mean the person or persons for whose benefit assets are held in trust.

#### **Section 1.04 Trustee Designation**

**JOHN DOE** is hereby designated as Trustee. Should **BIG JOHN DOE** become unable because of death, incapacity, or other cause, to serve as such Trustee, or should **BIG JOHN DOE** resign as such Trustee, before the natural termination of this Trust, the successor Trustee named herein in Article 8 shall thereafter serve as the Trustee.

#### **Section 1.05 Additions to Trust Properties**

- a) At any time during the continuance of this Trust, the Trustee, in the Trustee’s sole discretion after consideration of the possible tax consequences thereof to all concerned, is authorized to receive additions of cash or other properties to the Trust, subject to any conditions to which the Trustee may agree, from any source whatsoever without limitation, whether by gift, will, or otherwise. The Trustee may, in the Trustee's sole discretion, accept assets which any person or persons may give, devise, and/or bequeath by last will and testament to this Trust hereunder as well as assets which may be transferred to this Trust pursuant to the expressed provisions of any other Trust document or documents of any kind.
- b) Furthermore, at any time any person or persons may designate this Trust as the beneficiary, primary or contingent, of any insurance, pension, or other death benefit, relating to the life of anyone (such designation to be presumed to be revocable unless it is expressly irrevocable) and, until such benefit matures by reason of death. The Trustee shall have no responsibility whatsoever with respect thereto, it being intended that, unless and until the Trust which is designated beneficiary of such death benefit becomes the owner of the insurance proceeds involved (or other source of such benefit), such Trust arrangement shall be operative only with respect to such net proceeds as actually become payable by reason of death.

#### **Section 1.06 Separate and Community Property Remain As Such**

All property now or hereafter conveyed or transferred to the Trustee pursuant to this Trust Agreement, which was community property, quasi-community property, or separate property at the time of such conveyance or transfer, shall retain its character respectively, as community property, quasi-community property, or the separate property of the Settlor transferring such property to the Trust.

**Section 1.07 Amendment and Revocation**

- a) At any time and from time to time during the life of the Settlor, the Settlor may alter, modify or amend the Trust created by this Trust Agreement in any respect by a duly executed instrument in writing delivered to the Trustee.
- b) During the life of the Settlor, this Trust Agreement may be revoked in whole or in part by an instrument in writing signed by the Settlor and delivered to the Trustee. Any property withdrawn from the Trust Estate by reason of any revocation shall be delivered by the Trustee to the Settlor.
- c) If this Trust Agreement is revoked with respect to all or a major portion of the assets subject to this Trust Agreement, the Trustee shall be entitled to retain sufficient assets reasonably to secure payment of liabilities lawfully incurred by the Trustee in the administration of the Trust, including Trustee's fees that have been earned, unless the Settlor shall indemnify the Trustee against loss or expense.
- d) No Trustee shall incur any liability or responsibility either (i) for failing to act in accordance with such instrument (ii) for acting in accordance with the provisions of this Trust Agreement without regard to such instrument, until he or she has received a copy of such revocation instrument.
- e) Upon the death of the Settlor, this Trust Agreement shall become irrevocable.
- f) The rights of revocation, withdrawal, alteration, and amendment reserved by Settlor in this Article may be exercised by the Settlor and by any duly appointed agent acting on her behalf.

## Article Two

### Section 2.01 Trust Income

During the life of the Settlor, the Trustee shall at least annually, unless otherwise directed by the Settlor in writing, pay to or apply for the benefit of **JOHN DOE**, all of the net income from the Trust Estate.

### Section 2.02 Principal Invasion

During the life of the Settlor, should the net income of the Trust Estate be insufficient to provide for the care, maintenance or support of the Settlor as herein defined, the Trustee may, in the Trustee's absolute discretion, pay to or apply for the benefit of the Settlor such amounts from the principal of the Trust Estate as the Trustee may in the Trustee's absolute discretion, from time to time deem necessary or advisable for the care, maintenance or support of the Settlor. As used in this section, the term "care, maintenance or support of the Settlor" shall mean:

- a) The providing of proper care, maintenance and support for the Settlor during any period of illness, or other want or necessity;
- b) The maintenance of the Settlor in the manner of living to which the Settlor is accustomed on the date of this Trust Agreement.

### Section 2.03 Protection of Settlor in Event of Incapacity

During the life of the Settlor, should the Settlor become incapacitated as defined in Section 2.04 below, the Trustee may, in the Trustee's discretion:

- a) Pay to or apply for the benefit of the incapacitated Settlor such amounts of the principal of the Trust Estate as the Trustee may, from time to time, deem necessary or advisable for the Settlor's use and benefit.
- b) Apply such portion of the net income, up to the whole thereof, of the Trust Estate as the Trustee may deem in the Trustee's absolute discretion reasonable and proper for the benefit of the incapacitated Settlor.
- c) Declare void and without effect any attempt by the Settlor, while the Settlor is incapacitated, to exercise any of the rights reserved to the Settlor under this Trust Agreement, including, but not limited to, the rights to revoke or amend this Trust Agreement, to withdraw assets from the Trust Estate, and to designate the successor Trustee.

### Section 2.04 Incapacity

For the purposes of this Trust Agreement, an individual may be treated as being incapacitated (a) if so declared or adjudicated by an appropriate court; or (b) if a guardian, conservator, or other personal representative of such individual's person or estate or both has been appointed by an appropriate court; or (c) if certified in writing by two licensed physicians to be unable to properly manage his or her financial affairs; or

(d) if credible evidence is provided showing that the individual has disappeared, is unaccountably absent, or is being detained under duress so that he or she is unable effectively and prudently to look after his or her own best interests; or if such individual is a minor. No Trustee shall be under any duty to institute any inquiry into an individual's possible capacity or incapacity, but the expense of any such inquiry reasonably instituted may be paid from the Trust assets.

**Section 2.05 Residence**

During the life of the Settlor, if the Settlor's residence property is part of the Trust Estate, the Settlor shall have possession and full management of it and shall have the right to occupy the residence (or any replacement residence purchased as provided herein) free of any rent. The Trustee shall pay the mortgage or trust deed payments, property taxes, assessments, insurance, maintenance, and ordinary repairs on the residence from the Trust Estate to the extent assets are available for such payment. At such time as the Settlor directs, the Trustee may sell such property and, if requested by the Settlor, replace it with other property, including a life tenancy in a retirement facility, to be retained in trust in the same manner as the replaced residence property, suitable in the Trustee's judgment as a residence for the Settlor. The cost of the new residence or the retirement facility may exceed the proceeds from the sale of the former residence.

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## **Article 3**

### **Section 3.01 Death of Settlor**

Upon the death of the Settlor, the principal of the Trust and any accrued and undistributed income of the Trust, shall be distributed by the Trustee in such a manner as provided in this Article.

### **Section 3.02 Payment of Death Expenses**

On the death of the Settlor, the Trustee shall pay either from the income or principal of the Trust, as the Trustee in his or her absolute discretion may determine, the expenses of the Settlor's last illness, funeral, burial, and any inheritance, estate or death taxes that may be due by reason of the inclusion of any portion of the Trust Estate in the Settlor's estate, for the purposes of any such tax, unless the Trustee in his or her absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes.

### **Section 3.03 Trust Income and Principal Distribution**

- a) Upon the death of the Settlor, the Trustee shall distribute the tangible personal property that is part of the Trust Estate in accordance with any written, dated, and signed memorandum left by the Settlor directing distribution of such tangible personal property. Any memorandum written, dated, and signed by the Settlor disposing of tangible personal property shall be incorporated by reference into this Trust Agreement. Should the Settlor leave multiple written, dated, and signed memoranda which conflict as to the disposition of any item of tangible personal property, that memorandum which is last dated shall control as to those items which are in conflict. If the governing law does not allow the use of a memorandum to distribute tangible personal property, or, if the Trustee is unable to locate any such memorandum within thirty days of the Settlor's death, or to the extent that any tangible personal property is not disposed of by memorandum for any reason, then the Trustee shall distribute such tangible personal property among the Settlor's beneficiaries set forth below in Section 3.03b), in such equitable manner as may be determined between them. The Trustee shall lend whatever assistance the Trustee deems advisable or appropriate to facilitate the distribution of tangible personal property. If the Trustee determines, due to a dispute or conflict among the beneficiaries, that a sale is in the best interests of the beneficiaries, the Trustee may, in the Trustee's sole discretion, sell the tangible personal property and distribute the sales proceeds as set forth below in Section 3.03b).
- b) Unless stated otherwise, the Trustee shall divide and distribute the net income and principal of the remaining Trust Estate for the benefit of the Settlor's named beneficiaries as follows:
  - (1) Primary Distribution to Named Beneficiaries.

**100% to THE GOOD COMPANY, LLC**

- c) If any beneficiary is under the age of eighteen (18) years when the distribution is to be made, the Trustee may continue to hold, administer and distribute such beneficiary's share as a separate trust in accordance with the following provisions:
- (1) The Trustee may distribute as much of the income and principal of such separate trust as the Trustee deems necessary, in the Trustee's discretion, for the reasonable health, education, support and maintenance of each such beneficiary, after taking into consideration such beneficiary's other income from all sources known to the Trustee.
  - (2) The Trustee has discretion to add any excess income of such separate trust to the principal. The Trustee may distribute income to such beneficiary at any time if, in the Trustee's sole discretion, such a distribution would reduce federal or state income taxes that would be paid on income produced by the trust estate and would be beneficial to such beneficiary.
  - (3) When such beneficiary reaches the age of eighteen (18) years, the Trustee shall distribute to such beneficiary 100% of the then balance of the remaining principal of his or her share of the Trust Estate.
  - (4) If such beneficiary dies before such beneficiary's share is fully distributed to him or her, then the Trustee shall distribute 100% of the balance of such deceased beneficiary's share to such deceased beneficiary's then-living issue on the principle of representation.
- d) Should a beneficiary predecease the Settlor and an alternate or contingent distribution is not provided, then that beneficiary's interest shall be distributed to such deceased beneficiary's then-living issue on the principle of representation.
- e) If a distribution is to be made to the issue of a deceased beneficiary, but there are no then living issue of the deceased beneficiary, then all of the balance of such deceased beneficiary's share shall be divided pro-rata among the Settlor's other living beneficiaries as hereinabove provided, to be held, administered and distributed as a part of the other shares.
- f) If all of the Settlor's beneficiaries and their issue should fail to survive final distribution of the Trust Estate, all of the Trust Estate not disposed of as hereinabove provided shall be distributed to the persons who would be the Settlor's heirs as determined by the intestate succession laws of the State of California then in effect.

**Section 3.04 Principle of Representation**

Whenever a distribution to an individual's then-living issue on the principle of representation is called for by this Trust Agreement, the distributable property is to be divided into as many equal shares as there are living children of the designated individual, if any, and deceased children who leave issue then living. Each living child of the designated individual is allocated one share, and the share of each deceased child who leaves issue then living is divided in the same manner.

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## **Article Four**

### **Section 4.01 Non-Income Producing Property**

During the life of the Settlor, the Trustee is authorized to retain in the Trust for so long as the Trustee may deem advisable and in the best interest of such Trust, any property received by the Trustee from the Settlor, whether or not such property is of the character permitted by law for the investment of trust funds (subject to Section 2.05). After the death of the Settlor, the Trustee may retain any such property in the Trust for so long as the Trustee may deem advisable and in the best interest of such Trust and the beneficiaries.

### **Section 4.02 Trustee Powers**

The Trustee shall have all powers conferred upon a Trustee by the law of the State of California for the orderly administration of the Trust Estate. If any property is distributed outright under the provision of this Trust Agreement to a beneficiary who has not yet attained the oldest age allowed by the Uniform Transfers to Minors Act in which such beneficiary resides, distribution may be made to a custodian for such beneficiary under the Uniform Transfers to Minors Act until such beneficiary attains the oldest age allowed by such state's Uniform Transfers to Minors Act.

The Trustee shall with respect to any and all property, which may at any time be held by the Trustee in Trust, pursuant to this Trust Agreement, whether such property constitutes principal or accumulated income, have power, exercisable in the Trustee's absolute discretion, at any time and from time to time, on such terms and in such manner as the Trustee may deem advisable, to:

- a) Sell, convey, exchange, convert, improve, repair, partition, divide, allot, subdivide, create restrictions, easements or other servitude thereon, operate and control;
- b) Lease for terms within or beyond the term of the Trust and for any purpose, including exploration for the removal of gas, oil and/or other minerals; and enter into any covenants and agreements relating to the property so leased, or any other improvements which may then or thereafter be erected on such property;
- c) Mortgage, encumber or hypothecate for any Trust purpose by mortgage, deed of trust, pledge or otherwise;
- d) Carry insurance of such kinds, and in such amounts, at the expense of the Trust, as the Trustee may deem advisable;

- e) Commence or defend at the expense of the Trust such litigation with respect to any Trust or any property of the Trust Estate, as Trustee may deem advisable and, further employ, for reasonable compensation payable by any such Trust, such counsel as the Trustee shall deem advisable for that purpose;
- f) Invest and reinvest the Trust funds in such property as the Trustee, in the exercise of reasonable business judgment, may deem advisable, whether or not such property is of the character specifically permitted by law for the investment of trust funds; provided that in the event that any income-producing property of the Trust subsequently becomes nonproductive property, the Trustee is authorized to transfer such investment to property which is productive of income (this subject to Section 4.01 herein);
- g) Vote by proxy or otherwise, in such manner as Trustee may determine to be in the best interests of the Trust, any securities having voting rights held by the Trustee pursuant to this Trust Agreement;
- h) Pay any assessments or other charges levied on any stock or other security held by Trustee in Trust pursuant to this Trust Agreement;
- i) Exercise or not exercise, as Trustee may deem best, any subscription, conversion, or other rights or options which may at any time attach, belong or be given to the holders of any stocks, bonds, securities or other instruments held by it in Trust pursuant to this Trust Agreement;
- j) Participate in any plans or proceedings for the foreclosure, reorganization, consolidation, merger or liquidation of any corporation or organization that has issued securities held by Trustee in Trust pursuant to the terms of this Trust Agreement, to deposit securities with and transfer title or securities on such terms as Trustee may deem in the best interest of the Trust to any protective or other committee established to further or defeat any such plan or proceeding;
- k) Buy, sell, trade and deal in options, precious metals, stocks and bonds, and securities of all nature including short sales, and for such purpose to maintain and operate margin accounts with brokers and in connection therewith to borrow money and pledge any and all stocks, bonds, securities and contracts for the future delivery thereof held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee; and to permit securities to be held in the name of a nominee; and to maintain credit cards and debit cards in the name of the Trust in connection with any brokerage account.
- l) Enforce any mortgage or deed of trust, or pledge held by Trustee in Trust pursuant to this Trust Agreement, and at any sale under any such mortgage, deed of trust or pledge, to bid and purchase at the expense of the Trust any property subject to such security instrument;

- m) Compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claims in favor or against the Trust provided for in this Trust Agreement;
- n) Distribute gifts of up to the maximum amount under Internal Revenue Code Section 2503(b) that may be excluded from gift taxes per year for each Settlor then living out of principal or interest, in any portion of the two that the Trustee, in his or her sole discretion, deems advisable. Such distributions by the Trustee shall be deemed a revocation of the Trust with respect to sufficient funds to make the gifts and the Settlor shall be deemed to have received such funds. Thereafter, the Trustee's payments of said sums to the donee(s) shall be deemed to be made as the Settlor's agent and not as Trustee under this Trust Agreement notwithstanding the fact that said payment is made directly from the Trust.
- o) Manage any business interest and use the general assets of the Trust for the purpose of the business and invest additional capital in, or make loans to, such business.
- p) Subject to any limitations expressly set forth in this Trust Agreement and faithful performance of Trustee's fiduciary obligations, do all acts, take all such proceedings, and exercise all such rights and privileges as could be done, taken or exercised by an absolute owner of the Trust property.
- q) A Trustee may resign at any time without court approval.

#### **Section 4.03 Power to Borrow**

The Trustee shall have the power to borrow money for any Trust purpose (including borrowing from the probate estate of the Settlor for the purpose of paying taxes) on such terms and conditions as the Trustee may deem proper, from any person, firm or corporation, and shall have the power to repay such borrowed money.

#### **Section 4.04 Power to Loan to Trust**

The Trustee is authorized to loan or advance Trustee's own funds to the Trust provided for in this Trust Agreement for any Trust purpose and to charge for such loan or advance the rate of interest that Trustee, at the time such loan or advance is made, would have charged had such loan or advance been made to a person not connected with the Trust having at least a net worth equal to the value of the principal of the Trust. Any such loan or advance shall be repaid from the income or principal of the Trust as in the discretion of the Trustee appears for the best interest of the Trust and its beneficiaries.

**Section 4.05 Purchase of Securities**

The Trustee is authorized to purchase securities or other property from the probate estate of the Settlor with or without security to the executor or other representative of the estate of the Settlor. The Trustee is further authorized to make loans and advancements to the probate estate of the Settlor, again, with or without security to the executor or other representative of the estate of the Settlor.

**Section 4.06 Manner of Holding Title**

The Trustee may hold securities or other property held by Trustee in Trust pursuant to this Trust Agreement in Trustee's name as Trustee, in Trustee's own name without a designation showing it to be Trustee, in the name of the Trustee's nominee, or the Trustee may hold such securities unregistered, in such condition that ownership will pay by delivery.

**Section 4.07 Early Termination of Trusts**

The Trustee shall have the power, in the trustee's discretion, to terminate any trust created under this Trust Agreement whenever the fair market value of the trust becomes so small in relation to the costs of administration as to make continuing administration uneconomical.

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**Article Five**

**Section 5.01 Direction to Minimize Taxes**

In the administration of the Trust hereunder, its fiduciaries shall exercise all tax-related elections, options, and choices which they have in such manner as they in their sole but reasonable judgment (where appropriate, receiving advice of tax counsel), believe will achieve the overall minimum in total combined present and reasonably anticipated (but appropriately discounted) future administrative expenses and taxes of all kinds, upon not only such Trust, but also its beneficiaries, the other Trusts hereunder and their beneficiaries and Settlor's probate estate. Without limitation on the generality of the foregoing direction (which shall to that extent supersede the usual fiduciary duty of impartiality), such fiduciaries shall not be accountable to any person interested in any Trust or in Settlor's estate for the manner in which they shall carry out this direction to minimize overall taxes and expense (including any decision they may make not to incur the expense of detailed analysis of alternative choices) and, even though their decisions in this regard may result in increased tax or decreased distribution to the Trust, to the estate, or to one or more beneficiaries, there shall in no event be any compensation readjustments or reimbursements between the Trust hereunder or any of the Trust or estate accounts or beneficiaries by reason of the manner in which the fiduciaries thus carry out said direction.

**Section 5.02 Power to Waive Recovery of Taxes**

The Settlor's Personal Representatives and the Trustee shall have the discretionary power to waive the right to recover taxes paid pursuant to Internal Revenue Code Section 2207A or any successor statute.

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## Article Six

### Section 6.01 Incontestability

The beneficial provisions of this Trust Agreement (and of the Settlor's last will and testament) are intended to be in lieu of any other rights, claims, or interests of whatsoever nature, whether statutory or otherwise, except bona fide pre-death debts, which any beneficiary hereunder may have against or in a Settlor's estate or the properties in Trust hereunder. Accordingly, if any beneficiary hereunder asserts any claim (except a legally enforceable debt), statutory election, or other right or interest against or in the Settlor's estate, the Settlor's Will, or any properties of this Trust, other than pursuant to the express terms hereof or of said Will, or directly or indirectly contests, disputes, or calls into question, before any court, the validity of this Trust Agreement or of said will, then to the extent permitted under law:

- a) Such beneficiary shall thereby absolutely forfeit any and all beneficial interests of whatsoever kind and nature which such beneficiary might otherwise have under this Trust Agreement and the interests of the other beneficiaries hereunder shall thereupon be appropriately and proportionately increased and/or advanced,
- b) All of the provisions of this Trust Agreement, to the extent that they confer any benefits, powers or rights whatsoever upon such claiming, electing or contesting beneficiary, shall thereupon become absolutely void and revoked, and
- c) Such claiming, electing, or contesting beneficiary, if then acting as a Trustee hereunder, shall automatically cease to be a Trustee and shall thereafter be ineligible either to select, remove, or become a Trustee hereunder.

The foregoing shall not be construed, however, to limit the appearance of any beneficiary as a witness in any proceeding involving this Trust Agreement or said will, nor limit any beneficiary's appearance in any capacity in any proceeding solely for the construction of either of said documents.

### Section 6.02 Disinheritance

Except as otherwise provided herein, the Settlor has intentionally omitted to provide for any other of her heirs living at the time of her death.

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## Article Seven

### **Section 7.01 Accrued Income on Termination of Beneficial Interest**

Except as specifically provided herein, whenever the right of any beneficiary to payments from the net income or principal of the Trust provided for in this Trust Agreement shall terminate either by reason of death or other cause, any accrued net income of such Trust undistributed by the Trustee on the date of such termination, shall be held, administered, and distributed by then Trustee in the same manner as if such income had accrued and been received by the Trustee after the date such beneficiary's right to receive payments from such Trust terminated.

### **Section 7.02 Distribution in Kind or Cash**

On any division of the assets of the Trust Estate into shares or partial shares, and on any final or partial distribution of the assets of the Trust Estate, the Trustee, in his or her absolute discretion, may divide and distribute undivided interests of such assets, or may sell all or any part of such assets and make division or distribution in cash or partly in cash and partly in kind. The decision of the Trustee, either prior to or on any division or distribution of such assets, as to what constitutes a proper division of such assets, of the Trust Estate, shall be binding on all persons in any manner interested in any Trust provided for in this Trust Agreement.

### **Section 7.03 Spendthrift Provision**

Neither the principal nor the income of the Trusts hereunder shall be available for the debts of a beneficiary. Except as otherwise expressly provided for in this Trust Agreement, no beneficiary of any Trust shall have any right, power or authority to alienate, encumber or hypothecate his or her interest in the principal or income of such Trust in any manner, nor shall such interests of any beneficiary be subject to claims of his or her creditors or liable to attachment, execution or other process of law. The limitations herein shall not restrict the right to exercise any power of appointment or the right to disclaim.

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## Article Eight

### **Section 8.01 Removal and Replacement of Trustee.**

The Settlor shall have the power, at any time and for any reason, with or without cause, to remove any Trustee acting under this Trust Agreement, and notwithstanding any other provision of this Trust Agreement, appoint another Trustee to replace the removed Trustee. Removal shall be effected by giving a written notice of removal to the Trustee to be removed and to the person to be appointed to act as successor Trustee. The removal shall become effective upon the delivery to the Settlor of a written acceptance of the Trust by the successor Trustee, and the Settlor shall promptly notify the Trustee being removed of the receipt of that acceptance.

### **Section 8.02 Successor Trustees**

The initial Trustee has been designated in Article 1 of this Trust Agreement. If the office of Trustee becomes vacant by reason of death, incapacity (as defined in Section 2.04), or any other reason, and no successor Trustee has been designated under any other provision of this Trust Agreement, the following shall act as Trustees in the following order of succession:

- a) **DOCTOR DOE, M.D.** shall serve as successor Trustee.
- b) A Trustee chosen by the majority of beneficiaries, with a parent or legal guardian voting for minor beneficiaries; provided, however, that the issue of any deceased beneficiary shall collectively have only one vote.

### **Section 8.03 Act Separately**

If two or more successor Co-Trustees are serving hereunder, they may act separately and independently of each other. Any action or transaction requiring a signature will be effective or binding with the signature of any of the Co-Trustees' signatures affixed to the written instrument(s) reflecting the action or transaction.

### **Section 8.04 Waiver of Bond**

No bond or undertaking shall be required of any Trustee named in this Trust Agreement.

**Section 8.05 Office of Trustee**

Any successor Trustee taking office pursuant to this Trust Agreement shall forthwith succeed to all title of the prior Trustee and shall have all the power, rights, discretion and obligations conferred on such Trustee by this Trust Agreement. All rights, titles and interest in the property of the Trust Estate shall immediately vest in the successor Trustee at the time of appointment. The prior Trustee shall, without warranty, transfer to the successor Trustee the existing Trust property. No successor Trustee shall be under any duty to examine, verify, question, or audit the books, records, accounts, or transaction of any preceding Trustee; and no successor Trustee shall be liable or responsible in any way for any acts or defaults of any predecessor Trustee, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee. A successor Trustee shall be liable only for his or her own acts and defaults.

**Section 8.06 Compensation of Trustee**

Any individual trustee serving under this Trust Agreement is entitled to reasonable compensation under the circumstances and any corporate trustee serving under this Trust Agreement shall be entitled to reasonable compensation for its services in accordance with its standard schedule of trust fees, as existing from time to time.

**Section 8.07 Procedure for Resignation.**

Any Trustee may resign at any time, without giving a reason for the resignation, by giving written notice to the Settlor, if living, and if the Settlor is not then living, to any other Trustee then acting, to any persons authorized to designate a successor Trustee, to all living trust beneficiaries known to the Trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary), and to the successor Trustee. A resignation shall be effective upon written acceptance of the Trust by the successor Trustee.

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## Article Nine

### Section 9.01 Perpetuities Savings Clause

Notwithstanding any other provision of this Trust Agreement, every Trust created by this Trust Agreement, or by the exercise of any power of appointment created by this Trust Agreement, shall terminate no later than 21 years after the death of the last survivor of the undersigned and their children and grandchildren who are alive at the creation of the Trust. For purposes of this perpetuities savings clause, a Trust shall be deemed to have been created on the date the Trust becomes irrevocable or the date of death of the Settlor, whichever occurs first. If a Trust is terminated under this section, the Trustee shall distribute all of the principal and undistributed income of the Trust to the income beneficiaries of the Trust in the proportion in which they are entitled (or eligible, in the case of discretionary payments) to receive income immediately before the termination. If that proportion is not fixed by the terms of the Trust, the Trustee shall distribute all of the Trust property to the persons then entitled or eligible to receive income from the Trust as a class, in the manner provided in the California Probate Code Section 240.

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## Article Ten

### Section 10.01 Governing Law

All questions concerning the validity, interpretation, and administration of this Trust Agreement, including any trusts created under this Trust Agreement, shall be governed by the laws of the State of California, regardless of the domicile of any trustee or beneficiary.

### Section 10.02 Invalidity of Any Provision

Should any provision of this Trust Agreement be or become invalid or unenforceable, the remaining provisions of this Trust Agreement shall be and continue to be fully effective.

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**POUR OVER WILL**

I, **JOHN DOE**, a resident of California hereby make, publish, and declare this to be my Last Will and Testament and revoke all Wills and Codicils previously made.

I, **JOHN DOE**, declare that: I am not married and I have two children. The names of my children are **JUNIOR DOE (DOB 01/07/1975)** and **JAMES DOE (DOB 04/11/1969)**.

**Article I**

I give the entire residue of my estate to the trustee then in office under this trust designated as **THE JOHN DOE FAMILY LIVING TRUST, UTD** \_\_\_\_\_, 20\_\_\_\_, of which I am the Settlor and Trustee. I direct that the residue of my estate shall be added to, administered, and distributed as part of that trust, and any lawful amendments thereto made before my death. It is not my intent to create a separate trust by this Will, or to subject the trust or the property added to it to the jurisdiction of the probate court.

**Article II**

If the disposition in Article I is inoperative, invalid, fails, or is revoked for any reason, I incorporate herein by reference the terms of this trust as executed on this date, without giving effect to any amendments made subsequently. I bequeath and devise the residue of my estate to the trustee named in this trust, to be held, administered, and distributed as provided in this trust instrument.

**Article III**

I hereby nominate **DOCTOR DOE, PH.D.** to be the Personal Representative of this Will. The Personal Representative shall have full power and authority to carry out the provisions of this Will. These powers shall include, but are not limited to, the managing and operating of any property and business belonging to my estate during probate. If any part of this Will is held to be void, invalid, or inoperative, I direct that such voidness, invalidity, or inoperativeness shall not affect any other part of this Will, and the remainder of this Will shall be carried into effect as if such part had not been contained herein.

The Personal Representative shall serve without bond.

Signed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at **Los Angeles, CA.**

\_\_\_\_\_  
**JOHN DOE**

*(Notice: You must sign this Will in the presence of two (2) adult witnesses. The witnesses must sign their names in your presence and in each other's presence. You*

must first read to them the following sentence: *This is my Will: I ask the persons who sign below to be my witnesses.*)

**Self-Proving Declaration of Witnesses**

*(Notice to Witnesses: Two (2) adults must sign as witnesses. Each witness must read the following clause before signing. The witnesses should not receive assets under this Will.)*

Each of us declares under penalty of perjury under the laws of the State of California that the following is true and correct:

- a. On the date written below the maker of this Will declared to us that this instrument was the maker's Will and requested us to act as witnesses to it;
- b. We understand this is the maker's Will;
- c. The maker signed this Will in our presence, all of us being present at the same time;
- d. We now, at the maker's request, and in the maker's and each other's presence, sign below as witnesses;
- e. We believe the maker is of sound mind and memory;
- f. We believe that this Will was not procured by duress, menace, fraud or undue influence;
- g. The maker is age 18 or older; and
- h. Each of us is now age 18 or older, is a competent witness, and resides at the address set forth after his or her name.

WITNESSED \_\_\_\_\_ this day of, 20\_\_\_\_\_.

**WITNESSES:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
City/State/Zip Code

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## Trustee Instructions

### Managing Your Revocable Living Trust

The "Trustee" is responsible for managing the trust assets. As the Trustee of your own Revocable Living Trust your responsibilities for managing your assets do not differ significantly.

You are the owner of your assets, whether the assets are in your trust or not. You can control, sell, or borrow against your property just as you always could.

You should always strive to keep careful records of all transactions that affect your Revocable Living Trust; however, there is no need for special accounting records or tax return forms.

Broad and sweeping powers are given to you as trustee, but you should always exercise prudence in managing your assets. Your Revocable Living Trust is your basic estate plan which will provide the foundation for a well-organized estate.

### Your Trust Estate

As Trustee, you hold your assets in trust for your own benefit during your life. When you place assets in your trust you should identify those assets as belonging to **"THE JOHN DOE FAMILY LIVING TRUST, JOHN DOE, Trustee."** This simply means that your trust owns the assets and you own the trust.

To transfer real property to your trust, simply utilize a "Quit Claim Deed," which can be easily recorded with your County Recording office or other local government entity. Personal property, such as bank accounts, etc., can be transferred by contacting the office, bank, or corporation involved. Of course, some description of such assets should be recorded in your Special Instructions.

### Funding Your Living Trust

Once your trust has been signed, a very important task still remains to be accomplished. You need to fund your living trust by transferring your assets into it. Your assets may have to go through the delay and expense of the probate process if they have not been transferred into your living trust while you are alive.

Transferring assets to your trust is called funding your trust. The following checklist may serve as a reference for you in funding your living trust. As is often the case, it is a good idea to consult your attorney, accountant or other tax professional if you have questions about which assets you should transfer to your living trust.

**Real Estate** – You will need to fill out and sign a deed form for transferring the title to your trust name. The deed is then filed with the county office that houses property records.

**CDs, Savings Accounts and Checking Accounts** – Go to your bank with your trust documents and tell the customer service representative that you have created a trust and you need to change the name on your accounts to reflect the trust name. Your Trust representative will have the proper forms for you to fill out.

**Stock or Mutual Funds** – Your account executive will give you the papers needed to transfer ownership from your current name to your trust name.

**Mobile Homes** – Find the registration for your mobile home and contact the agency in the county in which the mobile home is located. Your Trust Representative can prepare the transfer documents in most states, for a reasonable cost.

**Business** – If you are the sole proprietor of your business you can transfer the business into your living trust with an Assignment of Business Interest form. For corporations in which you hold stock, contact a broker to complete stock transfer forms. For partnerships and LLCs, speak with your fellow owners about transferring your interest into the trust. The partnership or operating agreement may need to be revised. Your Trust Representative can prepare the Assignment of Business Interest at a reasonable cost.

**Copyrights, Patents, Trademarks, Royalties** – These types of assets can be assigned to your living trust. Contact the United States Patent and Trademark Office ([www.uspto.gov](http://www.uspto.gov)) or the Copyright Office ([www.copyright.gov](http://www.copyright.gov)) for this information.

**All the things you own that do not have titles or other official paperwork** – You can transfer your other assets that do not have titles or other official paperwork into your living trust by using an Assignment of Interest form.

**Timeshare** – The method of transferring a timeshare to your living trust differs based upon the type of ownership you have. Some time shares are a contract and are transferred to the trust by an assignment. Other time shares are a deed and are transferred by deeding it to the trust. Once you have determined what type of document your timeshare transfer requires, check with your Trust Representative to see if he can assist you.

Please note that most people do not transfer their life insurance, IRAs, 401k's, annuities and similar arrangements into their living trust. These types of assets allow you to directly name a beneficiary to whom the proceeds would be paid upon your death without passing through probate. You may wish to consult your attorney, accountant or other tax professional if you have questions about which assets you should transfer to your living trust.

## **After Your Death**

Anyone who assumes the responsibility of carrying out your wishes according to your Revocable Living Trust should follow certain protocol. If your successor Trustee is unsure of what steps to take, he or she should find a good lawyer, estate planner, tax specialist and/or accountant for assistance. The following is a checklist of some of the tasks that your successor Trustee should take. Make sure you keep meticulous records of what you do.

### **Checklist for successor Trustee**

- Locate and review the Trust Agreement and Trust binder.
- Determine who serves as successor Trustee (see Article 8).
- Prepare an Affidavit of Assumption of duties (if required by banks, investment companies, or other institutions to prove your authority).
- Determine what property is held in the Trust Estate.
- Gather assets from a pour-over will (such property may be subject to probate, or if the estate is small enough, a “small estate” procedure may be available).
- Appraise the market value of major assets of the Trust Estate.
- Notify all beneficiaries of the Trust and all heirs of the Settlor that the Trust has become irrevocable and provide the successor Trustee’s name and contact information. Such notice is usually required within 60 days of death. Check to see if your state has additional notice requirements.
- Register the Trust in states where applicable (Alaska, Colorado, Florida, Hawaii, Idaho, Maine, Michigan, Missouri, Nebraska, North Dakota and Ohio).
- Pay valid debts and expenses of the Settlor before distributing trust property. The successor Trustee or trust beneficiaries may be liable for any unpaid expenses.
- File any required federal or state income tax returns for the Trust.
- File any required federal or state estate tax returns.
- Prepare final accounting
- Distribute assets in the Trust Estate to the named beneficiaries.
- Prepare and sign new deed that transfers ownership of real estate from the trust to the named beneficiary.
- Transfer ownership to bank accounts, stocks, bonds, mutual funds and money market accounts by working with the agents and representatives from the financial institutions or companies that house or manage such accounts.
- Any trust property that has a title to it can be transferred to the named beneficiary by creating and signing a new title document that establishes new ownership.
- Transfer remaining trust property that has no titles or formal documents attached to them either with a notice of assignment or simply by handing over the assets to the named beneficiaries.

**SCHEDULE OF TRUST PROPERTY AND ADDITIONAL INFORMATION**

The following property, both real and personal, has been allocated by **JOHN DOE** to **THE JOHN DOE FAMILY LIVING TRUST** as indicated below:

**Personal Property:**

1. Date of Allocation \_\_\_\_\_  
Location of Property \_\_\_\_\_

2. Date of Allocation \_\_\_\_\_  
Location of Property \_\_\_\_\_

**Real Property:**

1. Date of Property Transfer \_\_\_\_\_  
Description of Trust Property \_\_\_\_\_  
Location of Trust Property \_\_\_\_\_

2. Date of Property Transfer \_\_\_\_\_  
Description of Trust Property \_\_\_\_\_  
Location of Trust Property \_\_\_\_\_

**Professional Consultants and Advisors:**

Physician \_\_\_\_\_

Physician \_\_\_\_\_

Dentist \_\_\_\_\_

Attorney \_\_\_\_\_

Accountant \_\_\_\_\_

Broker \_\_\_\_\_

Investment Advisor \_\_\_\_\_

Clergy \_\_\_\_\_

Other \_\_\_\_\_

**Location of Documents:**

1. Item: Trust Documents

Location \_\_\_\_\_

2. Item: Copy of Trust Documents

Location \_\_\_\_\_

3. Item: Life Insurance Policies

Location \_\_\_\_\_

4. Item: Cemetery Plot Information

Location \_\_\_\_\_

5. Item: Bank Account Records

Location \_\_\_\_\_

6. Item: Deeds to Real Property

Location \_\_\_\_\_

7. Item: Rental Property Records

Location \_\_\_\_\_

8. Item: Motor Vehicle Registration

Location \_\_\_\_\_

9. Item: Tax Records

Location \_\_\_\_\_

10. Item: Stock/Bond Certificates

Location \_\_\_\_\_

11. Item: Broker Account Records

Location \_\_\_\_\_

12. Item: Other Investment Records

Location \_\_\_\_\_

13. Item: Birth Certificate

Location \_\_\_\_\_

14. Item: Marriage Certificate

Location \_\_\_\_\_

15. Item: Citizenship Papers

Location \_\_\_\_\_

16. Item: Divorce/Separation Documents

Location \_\_\_\_\_

17. Item: Military Discharge Papers

Location \_\_\_\_\_

18. Item: Adoption Papers

Location \_\_\_\_\_

19. Item: Passports

Location \_\_\_\_\_

20. Item: Annuity Contracts

Location \_\_\_\_\_

21. Item: IRA Plan Records

Location \_\_\_\_\_

22. Item: Keogh Plan Records

Location \_\_\_\_\_

23. Item: Safe Deposit Box Information

Location \_\_\_\_\_

24. Item: Safe Combination

Location \_\_\_\_\_

25. Item: Partnership Agreements

Location \_\_\_\_\_

26. Item: Notes and Loan Agreements

Location \_\_\_\_\_

27. Item: Record of Stored and Loaned Property

Location \_\_\_\_\_

28. Item: Employment Records

Location \_\_\_\_\_

29. Item: Educational Records

Location \_\_\_\_\_

30. Item: Miscellaneous

Location \_\_\_\_\_

31. Item: Miscellaneous

Location \_\_\_\_\_

32. Item: Miscellaneous

Location \_\_\_\_\_

33. Item: Miscellaneous

Location \_\_\_\_\_

34. Item: Miscellaneous

Location \_\_\_\_\_

35. Item: Miscellaneous

Location \_\_\_\_\_

36. Item: Miscellaneous

Location \_\_\_\_\_

37. Item: Miscellaneous

Location \_\_\_\_\_

38. Item: Miscellaneous

Location \_\_\_\_\_

39. Item: Miscellaneous

Location \_\_\_\_\_

40. Item: Miscellaneous

Location \_\_\_\_\_

**ADDITIONAL ITEMS:**

**Liabilities:**

**List all of your liabilities below, including the names and addresses of the institutions or individuals to whom the debt or debts are owed.**

1. Name of Individual/Institution  
Address \_\_\_\_\_  
Account Number \_\_\_\_\_  
Amount \_\_\_\_\_  
Date \_\_\_\_\_
2. Name of Individual/Institution  
Address \_\_\_\_\_  
Account Number \_\_\_\_\_  
Amount \_\_\_\_\_  
Date \_\_\_\_\_
3. Name of Individual/Institution  
Address \_\_\_\_\_  
Account Number \_\_\_\_\_  
Amount \_\_\_\_\_  
Date \_\_\_\_\_
4. Name of Individual/Institution  
Address \_\_\_\_\_  
Account Number \_\_\_\_\_  
Amount \_\_\_\_\_  
Date \_\_\_\_\_
5. Name of Individual/Institution  
Address \_\_\_\_\_  
Account Number \_\_\_\_\_  
Amount \_\_\_\_\_  
Date \_\_\_\_\_
6. Name of Individual/Institution  
Address \_\_\_\_\_  
Account Number \_\_\_\_\_  
Amount \_\_\_\_\_  
Date \_\_\_\_\_
7. Name of Individual/Institution  
Address \_\_\_\_\_  
Account Number \_\_\_\_\_  
Amount \_\_\_\_\_  
Date \_\_\_\_\_

**Insurance Policies:**

**List all of your insurance policies below, including life, automobile, homeowners, real estate, equipment, disability, medical and dental.**

1. Name of Company \_\_\_\_\_  
Address \_\_\_\_\_  
Policy Number \_\_\_\_\_ Premium \_\_\_\_\_  
Name of Insured \_\_\_\_\_  
Type of Insurance \_\_\_\_\_  
Name of Beneficiary \_\_\_\_\_
2. Name of Company \_\_\_\_\_  
Address \_\_\_\_\_  
Policy Number \_\_\_\_\_ Premium \_\_\_\_\_  
Name of Insured \_\_\_\_\_  
Type of Insurance \_\_\_\_\_  
Name of Beneficiary \_\_\_\_\_
3. Name of Company \_\_\_\_\_  
Address \_\_\_\_\_  
Policy Number \_\_\_\_\_ Premium \_\_\_\_\_  
Name of Insured \_\_\_\_\_  
Type of Insurance \_\_\_\_\_  
Name of Beneficiary \_\_\_\_\_
4. Name of Company \_\_\_\_\_  
Address \_\_\_\_\_  
Policy Number \_\_\_\_\_ Premium \_\_\_\_\_  
Name of Insured \_\_\_\_\_  
Type of Insurance \_\_\_\_\_  
Name of Beneficiary \_\_\_\_\_
5. Name of Company \_\_\_\_\_  
Address \_\_\_\_\_  
Policy Number \_\_\_\_\_ Premium \_\_\_\_\_  
Name of Insured \_\_\_\_\_  
Type of Insurance \_\_\_\_\_  
Name of Beneficiary \_\_\_\_\_
6. Name of Company \_\_\_\_\_  
Address \_\_\_\_\_  
Policy Number \_\_\_\_\_ Premium \_\_\_\_\_  
Name of Insured \_\_\_\_\_  
Type of Insurance \_\_\_\_\_  
Name of Beneficiary \_\_\_\_\_



**PERSONAL PROPERTY MEMORANDUM  
OF JOHN DOE**

I, **JOHN DOE**, am the Settlor of **THE JOHN DOE FAMILY LIVING TRUST**. The Trust Agreement refers to the disposition at my death of certain items of tangible personal property in accordance with a memorandum signed by me. I do hereby make this memorandum for that purpose.

If the recipient of a particular item of personal property does not survive me, such item shall be disposed of as though it had not been listed in this memorandum.

**Description of Tangible  
Personal Property**

**Person to Receive Property  
Address and Relationship**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Dated: \_\_\_\_\_

\_\_\_\_\_ **JOHN DOE**



## **BURIAL INSTRUCTIONS**

Below, please indicate your specific desires with regard to burial instructions and donation of anatomical gifts:

Burial Instructions for: **JOHN DOE**

Date of Birth:

Mortuary:

Address:

City/State/Zip:

Phone Number:

**SPECIAL INSTRUCTIONS:**

## DONATION OF ANATOMICAL GIFTS

**Donate Specific Organs to:**

**Organs to be donated: (list specific organs)**

**Acknowledgment:**

**Print Name**

**Signature**

**Date**

## SPECIAL INSTRUCTIONS

**Attention Trustee and Successor Trustee:** **JOHN DOE** desires to give to the successor Trustee the following special instructions regarding housekeeping items:

Signed:  
Dated:

## INFORMATION SHEET

In case of emergency, it is important that successor trustees, executors, individuals holding powers of attorney for management of assets, and agents holding power to make health decisions are notified. You may wish to list their names, addresses and telephone numbers below.

Co-Successor Trustee: **DOCTOR DOE, M.D.**

Address: 25 Metro Drive, Ste 500

City: San Jose

State: CA Zip Code: 95110

Telephone Number: (408) 829-3111

Financial Agent: **JUNIOR DOE**

Address: 1234 Sherbourne Drive

City: Los Angeles

State: CA Zip Code: 90056

Telephone Number: (323) 123-2863

Health Care Agent: **JUNIOR DOE**

Address: 1234 Sherbourne Drive

City: Los Angeles

State: CA Zip Code: 90056

Telephone Number: (323) 123-2863



**UNIFORM STATUTORY FORM POWER OF ATTORNEY**

**(California Probate Code Section 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 SECTIONS 4400-4465). 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.**

**1. DESIGNATION OF AGENT. I, JOHN DOE, of 1234 Sherbourne Drive, Los Angeles, CA 90056, appoint JUNIOR DOE, whose address is 1234 Sherbourne Drive, Los Angeles, CA, 90056 as my agent (attorney-in-fact) to act for me in any lawful way with respect to the initialed subjects in section 2 below.**

**2. 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 property transactions.
- \_\_\_\_\_ (B) Tangible personal property transactions.
- \_\_\_\_\_ (C) Stock and bond transactions.
- \_\_\_\_\_ (D) Commodity and option transactions.
- \_\_\_\_\_ (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.

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

*INITIAL*

\_\_\_\_\_ This power of attorney shall become effective upon the incapacity of the principal.  
\_\_\_\_\_ As provided in California Probate Code § 4129, I hereby designate my agent or alternate agent named above, as the person who, by a written declaration under penalty of perjury, has the power to determine conclusively that my incapacity has occurred.

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

**4. DURATION.** 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.~~

**5. RELIANCE.** I agree that any third party who receives a copy of this document may act under it. A third party may seek identification. 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 arise against the third party because of reliance on this power of attorney.



**ADVANCE HEALTH CARE DIRECTIVE**  
**(California Probate Code Section 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 complete or 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 health care institution where you are receiving care, unless your agent is related to you or is a coworker.)

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 healthcare 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 and tissues 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, 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.

\*\*\*\*\*

**PART 1  
POWER OF ATTORNEY FOR HEALTH CARE**

(1.1) DESIGNATION OF AGENT: I designate the following individual as my agent to make health care decisions for me: **JUNIOR DOE**, whose address is 1234 Sherbourne Drive, Los Angeles, CA, 90056, and telephone number is (323) 123-2863.

(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:

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(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 initial the following line. **If I initial this line \_\_\_\_\_, 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 make anatomical gifts, authorize an autopsy, and direct disposition of my remains, except as I state here or in Part 3 of this form:

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(Add additional sheets if needed.)

(1.6) 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. 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.

**PART 2**

**INSTRUCTIONS FOR HEALTH CARE**

If you fill out this part of the form, you may cross out 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 initialed 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:

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(Add additional sheets if needed.)

**PART 3**  
**DONATION OF ORGANS AT DEATH**

**(OPTIONAL)**

(3.1) Upon my death (initial each applicable line):

\_\_\_\_\_ (a) I give any needed organs, tissues, or parts, OR

\_\_\_\_\_ (b) I give the following organs, tissues, or parts only. \_\_\_\_\_

\_\_\_\_\_ (c) My gift is for the following purposes (cross out any of the following you do not want):

(1) Transplant

(2) Therapy

(3) Research

(4) Education

**PART 4**  
**PRIMARY PHYSICIAN**

**(OPTIONAL)**

(4.1) I designate the following physician as my primary physician:

<b>Name</b>	<b>Address</b>	<b>Telephone</b>

OPTIONAL: If the physician I have designated above is not willing, able or reasonably available to act as my primary physician, I designate the following physician as my primary physician:

<b>Name</b>	<b>Address</b>	<b>Telephone</b>



(5.3) STATEMENT OF WITNESSES: I declare under penalty of perjury under the laws of CALIFORNIA (1) that the individual who signed or acknowledged this advance health care directive is personally known to me, or that the individual's 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 under 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.

First witness

Second witness

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(city) (state)

\_\_\_\_\_  
(city) (state)

\_\_\_\_\_  
(signature of witness)

\_\_\_\_\_  
(signature of witness)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

(5.4) ADDITIONAL STATEMENT OF WITNESSES: At least one of the above witnesses must also sign the following declaration:

I further declare under penalty of perjury under the laws of California that I am not related to the individual executing this advance health care directive 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.

\_\_\_\_\_  
(signature of witness)

\_\_\_\_\_  
(signature of witness)

## PART 6

### SPECIAL WITNESS REQUIREMENT

(6.1) The following statement is required only if you are a patient in a skilled nursing facility— a health care facility that provides the following basic services: skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. The patient advocate or ombudsman must sign the following statement:

#### STATEMENT OF PATIENT ADVOCATE OR OMBUDSMAN

I declare under penalty of perjury under the laws of California that I am a patient advocate or ombudsman as designated by the State Department of Aging and that I am serving as a witness as required by Section 4675 of the Probate Code.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(Print your name)

\_\_\_\_\_  
(city)

\_\_\_\_\_  
(state)

**HIPAA RELEASE AUTHORIZATION**

To whom it may concern:

I, **JOHN DOE**, 1234 Sherbourne Drive, Los Angeles, CA 90056,  
*(print or type your name and address)*

hereby authorize the release of all medical documentation and other information, including protected health information that I could personally obtain upon request, which may be in the possession of any health care provider, medical care facility, insurer, physician, hospital, ambulance service or nurse or any other covered entity under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to

**JUNIOR DOE**, 1234 Sherbourne Drive, Los Angeles, CA, 90056.  
*(print or type the name(s) and address(es) of your health care agent(s))*

**I intend the person(s) listed above to have authority to gain immediate access to my medical records** regarding my complete medical history and physical & mental condition both prior to and subsequent to the date of this authorization, regardless of lapsed time. The person named above is hereby designated as my “personal representative” as that term is used within HIPAA.

Upon presentation of this authorization (or a photocopy), you are authorized to release a copy of these records to any person who is my personal representative. I understand that information disclosed pursuant to this authorization may be subject to re-disclosure by the personal representative and may no longer be protected by federal law.

The purpose of the disclosure is to enable my agent under a health care power of attorney to fully act as my personal representative under HIPAA, including the ability to access and re-release my medical records. This authorization shall be deemed to comply with all requirements of HIPAA (45 CFR Section 164.509).

I understand that I may revoke this authorization at any time, except to the extent that action has been taken in reliance on this authorization, by sending written notice to my medical providers and/or the person(s) named as personal representative(s).

\_\_\_\_\_  
Signature of patient authorizing disclosure

\_\_\_\_\_  
Date

**JOHN DOE**  
Print name of patient authorizing disclosure

Witnessed on the date noted above by:

\_\_\_\_\_  
Signature of witness #1

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of witness #2

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

## Tabs

1. Revocable Living Trust
2. Pour Over Will
3. Personal Information For Trustee
4. Power of Attorney – Finance
5. Power of Attorney – Health
6. Miscellaneous

## Name Pages:

2,3,4,10,11,13,29,30,31,33,36,42,43,44,45,47,49,51,53,59,62

## Notary Pages

29,30,49,53,59

## Signature Pages

31,42,43,44,62

## Trustee & Beneficiary Pages

11,16,25,31,48,51,55,62

## Witness Pages

31,48,59,60,61