

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312529

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bettie Mae Page Trust		11/10/2003	TRUST:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mark Roesler		
<b>Street Address:</b>	9165 Admirals Bay Drive		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46256		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2868614	BETTIE PAGE	
<b>Registration Number:</b>	2868613	BETTIE PAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3175705000		
<b>Email:</b>	mark@cmgworldwide.com		
<b>Correspondent Name:</b>	Mark Roesler		
<b>Address Line 1:</b>	10500 Crosspoint Blvd		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46256		
<b>NAME OF SUBMITTER:</b>	Mark Roesler		
<b>SIGNATURE:</b>	/Mark Roesler/		
<b>DATE SIGNED:</b>	07/31/2014		
<b>Total Attachments: 30</b>			
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## Synopsis of Bettie Mae Page Trust

*This abbreviated summary is for convenience only and should not be relied upon in interpreting the trust. The trust contains other significant provisions not described in this summary.*

### Personal Information

Article 1 describes your family situation and property information.

### During Your Lifetime

Article 2 describes your rights during your lifetime, including the right to add and remove property from the trust, the rights to amend or revoke the trust, and the right to appoint or remove the trustees.

Article 3 describes the administration of the trust during your lifetime, and provides that the trustees must distribute as much income and principal as you direct.

### Disposition of Your Estate

Article 4 provides that the balance of your property (after taking into account specific dispositions of tangible personal property and cash gifts) shall go to Mark Roesler, provided he survives you.

Article 5 describes the disposition of your tangible personal property upon your death, including specific dispositions.

Article 6 describes cash gifts of \$40,000 to your brother Jack Page and \$20,000 to each of your three favorite religious charities..

### Payment of Debts and Taxes

Article 7 provides instructions for the payment of debts and expenses.

Article 8 provides instructions for the payment of estate taxes. Estate taxes include all forms of death taxes. Article 8 provides that estate taxes will be apportioned, with certain exceptions. Under apportionment, the persons receiving your property pay their own share of estate taxes. The Trustee is authorized to pay estate taxes imposed on the trust property.

### Trustees and Their Powers and Authority

Article 9 covers the appointment of Trustees and successor Trustees. You are the initial Trustee. You have the power to appoint, designate, and remove Trustees during your lifetime. Upon your death or incapacity, Mark Roesler will serve as Trustee. If

Mark Roesler should fail or become unable or unwilling to serve as Trustee, he shall have the power to appoint a successor trustee. No bond is required of any Trustee.

Article 10 covers the protection provided to the Trustee and includes Trustee resignation, compensation, right of indemnification and reimbursement, and liability.

Article 11 describes the authority granted to the Trustee, including discretion, voting, delegation, agents, and third parties dealing with the Trustee.

Article 12 provides a general grant to the Trustee of all powers provided by law and lists specific powers given to the Trustee.

#### Other Provisions

Article 13 contains provisions for the disinheritance of persons not named in your Will or the Trust Agreement. Article 13 also provides that any one who contests your Will or the Trust Agreement or assists anyone in contesting your Will or the Trust Agreement is disinherited and receives none of your property.

Article 14 contains general provisions.

Article 15 contains definitions of terms used in the document.

**TRUST AGREEMENT  
FOR THE  
BETTIE MAE PAGE TRUST**

*Prepared by*  
**Michael Whalen**  
**Davis & Whalen LLP**

**TRADEMARK**  
**REEL: 005337 FRAME: 0883**

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**TRUST AGREEMENT  
FOR THE  
BETTIE MAE PAGE TRUST**

I, Bettie Mae Page, as Trustor and Trustee, declare that I have entered into this Trust Agreement on November 10, 2003.

The Trustee agrees to administer all property added to the trust estate, in trust, under the terms of this Trust Agreement. The revocable trust initially established under this Trust Agreement shall be known as the Bettie Mae Page Trust. Definitions of certain important terms used in this Trust Agreement are provided in Article 15.

**ARTICLE 1  
DECLARATIONS**

- 1.1 Family Information.** I am single. I have no living or deceased children.
- 1.2 Property Information.** At this time, all my property is my separate property.

**ARTICLE 2  
RIGHTS RESERVED BY ME**

As Trustor, I reserve the following rights under this Trust Agreement.

- 2.1 Right to Add Property to the Trust Estate.** I reserve the right to transfer additional property to the Trustee during my lifetime and at my death. All such property transferred to the Trustee shall be added to the trust estate and administered as provided in this Trust Agreement. The Trustee is authorized and directed to accept the additions to the trust estate.
- 2.2 Right to Withdraw Property from the Trust Estate.** I reserve the right to withdraw at any time all or any portion of my property held in the trust estate. The property described in any notice of withdrawal shall be delivered immediately to me.
- 2.3 Right to Amend the Trust Agreement.** I reserve the right to amend at any time all or any part of this Trust Agreement, without obtaining the consent of or giving notice to any beneficiary.
- 2.4 Right to Revoke the Trust Agreement.** I reserve the right to revoke at any time all or any part of this Trust Agreement, without obtaining the consent of or giving notice to any beneficiary. If this Trust Agreement is revoked in whole or in part during my lifetime, the Trustee shall immediately deliver to me the entire trust estate or the portion of the trust estate subject to revocation. Upon my death, this Trust Agreement shall become irrevocable and not subject to amendment.
- 2.5 Right to Appoint and Remove Trustees.** I reserve the right to appoint, designate, and remove trustees.

**2.6 Right to Direct and Approve the Trustee's Actions.** I reserve the right to direct and approve the Trustee's actions, including the Trustee's investment decisions and the use of trust property as collateral for any personal obligations of mine. My approval of the Trustee's actions shall be binding upon all other beneficiaries.

**2.7 Exercise of My Reserved Rights by Others.** The rights reserved to me as described above are personal to me and shall not be exercisable on my behalf by any other person, except that those rights may be exercised by the following persons:

(a) **By a Duly Appointed Conservator.** A duly appointed conservator of my estate who has been authorized by court order to exercise those rights may exercise those rights in the manner authorized by the court order.

(b) **By an Agent under a Power of Attorney.** I may grant to an agent, under a written power of attorney signed by me, the power to exercise those rights. If I give an agent the power to amend or revoke this Trust Agreement, the agent shall exercise those rights only in the manner and subject to the limitations set forth in the power of attorney.

**2.8 Manner of Exercise of My Reserved Rights.** I may exercise the rights reserved to me only by a signed writing delivered to the Trustee. This Trust Agreement may not, however, be revoked or amended by me in my Will.

### ARTICLE 3 THE TRUSTOR'S TRUST

The following provisions shall apply to the distribution of the trust estate during my lifetime.

**3.1 Distributions of Income and Principal.** During my lifetime, the Trustee shall distribute to me that amount of net income and principal as I direct. Further, the Trustee is authorized to distribute to me that amount of net income and principal, up to the whole of the trust estate, as the Trustee deems appropriate in the exercise of his or her discretion, using my accustomed manner of living as a guide and without regard to my other sources of support. The Trustee shall exercise this discretion in a liberal manner, and the rights of remainder beneficiaries shall be of no importance. The Trustee shall accumulate and add any undistributed net income to principal.

**3.2 Gifts.** The Trustee is authorized to make distributions directly to persons designated by me. Furthermore, the Trustee is authorized to make gifts to continue any gift program I start, including gifts made to use my available federal gift tax annual exclusion amounts or lifetime exemption or exclusion amounts, at the same level and to the same persons as I made gifts. The Trustee may fulfill any charitable pledges made by me. Gifts may be made outright or in trust. In making the gifts authorized under this section, the Trustee may follow the directions given him or her by any agent acting for me under a durable power of attorney that expressly grants to the agent the power to continue my plan of giving. Also, the Trustee may distribute income or principal to an agent acting under a durable power of attorney executed by me to enable the agent to

make gifts as provided under the durable power of attorney, including gifts to charitable organizations.

**3.3 Qualification for Government Benefits.** I authorize the Trustee to take any actions that the Trustee determines to be appropriate or necessary in connection with my qualification for or receipt of government benefits, including benefits (whether income, medical, disability, or otherwise) from any agency (whether state, federal, or otherwise), such as Social Security, MediCal, Medicare, or supplemental security income/state supplemental programs.

#### **ARTICLE 4 ALLOCATION AND DISPOSITION OF THE TRUST ESTATE**

Upon my death, subject to the payment of, or satisfactory provision being made for, all debts and taxes (including Estate taxes), the following allocations and dispositions of the trust estate shall be made by the Trustee.

**4.1 Disposition Upon My Death.** Upon my death, the Trustee shall allocate the entire trust estate, including the property held in the trust estate at the date of my death and the property transferred to the trust estate by reason of my death, as follows:

(a) **Gifts of Tangible Personal Property.** The Trustee shall make distributions of my tangible personal property as provided in Article 5.

(b) **Gifts of Money and Other Property.** The Trustee shall make distributions of money and other property as provided in Article 6.

(c) **Balance of the Trust Estate.** I give the balance of the trust estate, including all my Rights of Publicity, to my friend Mark Roesler, provided he survives me. If he does not survive me, the balance of the trust estate shall be distributed as provided in Section 4.2 below.

**4.2 Disposition of Otherwise Undisposed of Property.** If the disposition of all or any portion of the trust estate is not otherwise directed under the provisions of this Trust Agreement, or if all the beneficiaries otherwise described in this Trust Agreement die before the complete distribution of the trust estate, the Trustee shall distribute the remaining trust estate to CMG Worldwide.

#### **ARTICLE 5 GIFTS OF TANGIBLE PERSONAL PROPERTY**

Upon my death, subject to the payment of, or satisfactory provision being made for, all my debts and taxes (including all Estate taxes), the Trustee shall distribute all of my tangible personal property, including all my household furniture and furnishings, my piano, my artwork, my jewelry, and my automobiles, to Mark Roesler. If Mark Roesler does not survive me, this gift shall lapse and shall not be made.

**ARTICLE 6**  
**GIFTS OF MONEY AND OTHER PROPERTY**

Upon my death, subject to the payment of, or satisfactory provision being made for, all my debts and taxes (including all Estate taxes), the following distributions shall be made by the Trustee. All of the gifts made under this Article 6 shall pass free of all Estate taxes as provided in Article 9 of this Trust Agreement.

**6.1 Gifts of Money to Charities.** Upon my death, the Trustee shall distribute the following sums of money to the charitable organizations named below:

- (a) Twenty Thousand Dollars (\$20,000) outright to World Vision International, located at 800 West Chestnut Avenue, Monrovia, CA 91016 (626-303-8811), for its general purposes.
- (b) Twenty Thousand Dollars (\$20,000) outright to Franklin Graham's Samaritan's Purse, P.O. Box 3000T, Boone, North Carolina 28607 (828-262-1980).
- (c) Twenty Thousand Dollars (\$20,000) outright to Trinity Broadcasting Network (TBN), in care of Paul Crouch, located at 2442 Michelle Drive, Tustin, CA 92780 (714-731-1000).

**6.2 Gifts of Money to Relatives and Friends.** Upon my death, the Trustee shall distribute the following sum(s) of money to the persons named below, subject to the conditions set forth below.

- (a) The Trustee shall distribute the sum of Forty Thousand Dollars (\$40,000.00) outright to my brother Jack Page, provided he survives me. If he does not survive me, this gift shall be distributed to his son Kevin Page, provided he survives me. If he does not survive me, this gift shall be distributed to Gladys P. Page, provided she survives me. If she does not survive me, this gift shall lapse and shall not be made.

**ARTICLE 7**  
**PAYMENT OF DEBTS AND EXPENSES**

The following provisions shall apply upon my death to the payment of my debts and expenses.

**7.1 Payment of Debts and Expenses.** Upon my death, the Trustee may pay on my behalf, in the manner and at the time the Trustee determines, any and all of my outstanding unsecured debts (including unpaid tax liabilities arising prior to my death and interest and penalties imposed on those tax liabilities), expenses of last illness, burial and funeral claims, expenses of estate administration, any allowances by court order for those persons dependent upon me, and any other proper expenses of my estate.

**7.2 Payment from Trust.** The Trustee is authorized to pay from the assets of the trust my debts and expenses that my Executor may request. If there are insufficient assets in my probate estate to make any gifts provided under my Will or to pay my debts and expenses, or if there are sufficient assets in my probate estate but, in the sole judgment of the Trustee, it would be to the advantage of the estate that those gifts or payments be made from the assets in the trust, the Trustee may pay from the assets of the trust all of those gifts, debts, and expenses. If the assets of my probate estate (exclusive of residential real property and tangible personal property) are insufficient to pay all unsecured debts, funeral expenses, and expenses of administration, the Trustee may pay to my estate from the principal of the trust estate that amount that my Executor may request for those purposes. The Trustee shall not be under any duty to take part in determining the amount of those debts or expenses, and may rely upon the written certification of my Executor for the amount to be paid as authorized by these provisions. The Trustee shall be under no duty to see to the application of any such payment. The Trustee shall not require any reimbursement for payments made to my Executor.

## **ARTICLE 8 PAYMENT OF ESTATE TAXES**

Except as otherwise expressly provided in my Will and this Trust Agreement, any and all Estate taxes imposed on or payable with respect to property included in my gross taxable estate, including property in my probate estate or held as part of the trust estate, shall be apportioned, charged, and paid as set forth below. For these purposes, the trust estate shall include property subject to probate administration passing from my probate estate to the trust estate by reason of my death.

**8.1 General Rule: Estate Taxes Shall Be Prorated.** Except as otherwise expressly provided, Estate taxes imposed on property includible in my gross taxable estate shall be equitably prorated and apportioned among, charged to, and paid by the persons who receive the property subject to the Estate taxes, as provided in Probate Code §§20100 through 20225 and the applicable provisions of the I.R.C. In accordance with Probate Code §20100(e), the proration shall be based on the federal estate tax value of the property.

**8.2 Property Excluded from Apportionment of Estate Taxes.** No Estate taxes shall be apportioned to, charged against, or paid from the following property.

(a) **Tangible Personal Property and Specific Gifts.** No Estate taxes shall be apportioned to, charged against, or paid from any tangible personal property or specific gifts made by me under my Will or this Trust Agreement, specifically including all the gifts made under Article 6 of this Trust Agreement.

(b) **Gifts to Charitable Organizations.** No Estate taxes shall be apportioned to, charged against, or paid from any gift made to a charitable organization that qualifies for a charitable deduction under I.R.C. §2055.

**8.3 Collection of Estate Taxes.** As to property included in my gross taxable estate, but not in my probate estate or in the possession or control of the Trustee, the

Trustee is authorized to collect and recover the amount of Estate taxes owed by reason of this property from the persons possessing or receiving the property, which persons shall be charged with and shall pay the Estate taxes as provided in this article. The Trustee and the Executor may petition the probate court for an order prorating Estate taxes pursuant to Probate Code §20120.

**8.4 Reserves.** The Trustee may establish reserves from trust income and principal that he or she considers necessary for the payment of Estate taxes.

**8.5 Tax Elections.** The Trustee shall have the power, in his or her discretion, to take any action and to make any election to minimize the tax liabilities of my probate estate, any trust, and the beneficiaries. The Trustee may make those elections and allocations under the tax laws as he or she deems advisable. The Trustee may, but shall not be required to, allocate the benefits of an election among the various beneficiaries or make adjustments in the rights of any beneficiaries or between the income and principal accounts to compensate for the consequences of any tax election or any investment or administrative decision made by the Trustee that may have had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over another.

## **ARTICLE 9 THE APPOINTMENT OF TRUSTEES**

The following provisions shall apply to the appointment, designation, and removal of the Trustee.

**9.1 My Powers of Appointment, Designation, and Removal.** During my lifetime, I shall have the power to appoint, designate, and remove, with or without cause, Trustees and Cotrustees. I may appoint or designate individuals or entities to serve as Trustee. I may appoint or designate Trustees to serve alone, to serve with me, or to serve with other persons and to serve currently or in the future. I may also prescribe the conditions and terms governing the actions, authority, and duties of the Trustees I appoint or designate. Further, I may designate a series of persons to serve as Trustees following my death or following the death, resignation, or inability, failure, or refusal to serve of any Trustee. There shall be no limit on the number of times I may exercise the foregoing powers. The appointments and designations shall be in writing and shall be filed with the current Trustee of the trust. All my appointments and designations shall be revocable and amendable by me unless I provide otherwise. All my appointments and designations shall continue to be effective after my death and shall take precedence over the appointments made under any other provisions of this article.

**9.2 Initial Trustee.** Pursuant to my powers to appoint Trustees, I appoint myself as the initial Trustee under this Trust Agreement.

**9.3 Successor Trustees.** Upon my death or incapacity, I appoint Mark Roesler to serve as Trustee.

**9.4 Powers of Appointment, Designation, and Removal.** Following my death, Mark Roesler shall have the power to appoint, designate, and remove, with or

without cause, Trustees and Cotrustees. He may appoint or designate individuals or entities to serve as Trustee. He may appoint or designate Trustees to serve alone, to serve with him, or to serve with other persons and to serve currently or in the future. He may also prescribe the conditions and terms governing the actions, authority, and duties of the Trustees he appoints or designates, subject to the provisions and limitations set forth in this Trust Agreement. Further, he may designate a series of persons to serve as Trustees following his death or following the death, resignation, or inability, failure, or refusal to serve of any Trustee. There shall be no limit on the number of times he may exercise the foregoing powers. The appointments and designations shall be in writing and shall be filed with the current Trustee of the trust. All his appointments and designations shall be revocable and amendable by him unless he provides otherwise. All appointments and designations made by him shall continue to be effective after his death, but all shall be secondary to and shall not take precedence over or supercede the appointments made by the Trustor under the provisions of Section 10.1 or Section 10.3 of this Trust Agreement.

**9.5 Filling Vacancies.** If a vacancy in a Trustee position is not filled as otherwise provided in this Trust Agreement, the court having jurisdiction over the trust shall appoint one or more Trustees upon the application of any former Trustee or any trust beneficiary, current or contingent.

**9.6 Temporary Incapacity of a Trustee.** If, due to illness or other cause, an individual Trustee is temporarily, but not permanently, unable to give prompt and intelligent consideration to the financial and administrative matters affecting the trusts for which he or she serves as Trustee, the other Trustees may, during such temporary incapacity, make any and all decisions regarding the trust estate as though the incapacitated Trustee were not then serving. In determining the temporary incapacity of an individual Trustee, the other Trustees may rely on a certificate or other written statement from a licensed physician who has examined the incapacitated individual Trustee. The other Trustees shall incur no liability whatsoever to any beneficiary as a result of any action taken under this section.

**9.7 Effective Dates.** Any and all appointments, designations, removals, or revocations affecting a Trustee position shall be made by a written instrument executed by the person entitled to make the appointment, designation, removal, or revocation. The written instrument shall be effective upon its delivery to the current Trustee; provided, however, that the appointment of a successor Trustee or Cotrustee shall become effective only upon the new Trustee's written acceptance of the appointment and the delivery of this written acceptance to the person who appointed him or her, the other Trustees, or the current beneficiaries.

**9.8 No Bond.** No bond or other security shall be required of any Trustee named in this Trust Agreement or of any Trustee appointed or designated in the manner provided under this Trust Agreement unless the terms of the appointment or designation require a bond. The foregoing provisions shall apply whether the Trustee serves alone or together with one or more other Trustees.

**ARTICLE 10**  
**THE PROTECTION PROVIDED THE TRUSTEES**

The following provisions shall apply to each of the Trustees serving under this Trust Agreement.

**10.1 Resignation.** Each Trustee shall have the right to resign his or her position at any time without the consent of any beneficiary or the approval of any court. A Trustee may resign for any reason by delivering a written resignation signed by him or her to the other currently serving Trustees or the person holding the power to appoint successor Trustees. The resignation shall be effective according to its terms. But, if the resigning Trustee is the sole Trustee, the resigning Trustee shall continue to be responsible for the trust property until it is delivered to the successor Trustee and shall continue to hold title and custody to the trust assets and administer the trust assets and perform the actions that are reasonably necessary to preserve the trust property and to complete the Trustee's administration of the trust, until a successor Trustee has been appointed and has accepted the position of Trustee.

**10.2 Compensation.** The Trustee shall be entitled to pay himself or herself a reasonable compensation for the performance of his or her duties and services rendered as Trustee. The Trustee shall be reimbursed for reasonable expenses actually and properly incurred by him or her in the administration of the trust.

The Trustee also is authorized to pay to the attorneys and accountants retained by the Trustee to advise him or her in the administration of the trust those amounts for fees and costs as the Trustee shall determine in his or her discretion. The Trustee is authorized to pay these fees and costs without first obtaining approval of the trust beneficiaries or the court having jurisdiction over the trust. These fees and costs shall not be offset against the compensation payable to the Trustee.

A Trustee may waive his or her right to compensation for his or her services to be rendered to the trust estate. The waiver must be in writing and signed by the person in advance of rendering the services for which compensation is being waived. A waiver may be limited in duration or limited to specific services.

**10.3 Right of Indemnification and Reimbursement.** A Trustee shall be entitled to indemnification and reimbursement for any expense, loss, damage, liability, costs, or claim (including, without limitation, attorney's fees and costs of litigation) incurred by the Trustee by reason of any act performed or omitted to be performed by the Trustee, acting in good faith, in the administration of the trust. The Trustee shall be deemed to have acted in good faith on behalf of the trust if the Trustee acted in a manner reasonably believed by the Trustee to be within the scope of his or her authority and in the best interest of the trust and its beneficiaries. Notwithstanding the foregoing, a Trustee shall not be indemnified or reimbursed with respect to any expense, loss, damage, or claim incurred by reason of any breaches of trust, by acts or omissions, committed



intentionally, with gross negligence, in bad faith, or with reckless indifference to the interests of the beneficiaries.

**10.4 Notice to the Trustee.** Until the Trustee receives written notice of any birth, marriage, death, or other event affecting the rights of beneficiaries to payments or distributions from the trust, the Trustee shall incur no liability to any persons whose interests may have been affected by that event for payments or distributions made by the Trustee in good faith as though the event had not occurred.

**10.5 Confidentiality of Trust Agreement.** Except as otherwise provided in this Trust Agreement, the Trustee shall not disclose the contents of this Trust Agreement, or the fact of its existence unless required to do so by law or applicable regulation, regulatory authorities, or legal process, without my prior written consent. The Trustee may, however, disclose the terms of this Trust Agreement where necessary to carry out his or her powers, to enforce the rights and remedies belonging to the trust, or as required by a court in its supervision of the trust. The Trustee may also disclose the contents of this Trust Agreement to persons employed by him or her to advise or assist him or her in the administration of the trusts, including attorneys and accountants, provided these professionals agree to keep the disclosed information confidential on the same terms as provided in this section.

**10.6 Disclosure to the Beneficiaries.** During my lifetime, the Trustee shall have no duty to provide any information regarding the trust to anyone other than me.

**10.7 Reports and Accounts.** I hereby waive all statutory requirements, including the requirement under Probate Code §16062(a), that the Trustee render a report or account to the beneficiaries of the trust. The Trustee shall not be required to make any current reports or render any annual or other periodic accounts to any trust beneficiary or to any court, whether or not required by statute, except pursuant to court order. The Trustee may take action for the approval of his or her accounts at the times and before the courts, or without court proceedings, as he or she determines in the exercise of his or her discretion. The Trustee shall pay the costs and expenses of such action, including the compensation and expenses of accountants, attorneys, and guardians, from the principal or income, or both, of the trust as he or she determines.

**10.8 My Right to Release Trustee.** I reserve the right to execute a release, with or without an account, approving the administration of the trust by the Trustee. A release shall discharge the Trustee from any accountability and liability to me or my estate or to any other persons interested or claiming to be interested in the trust as to all matters covered by the release or in the account, if any, with the same effect as if an account of the Trustee for the period concerned had been judicially settled and allowed in a proceeding to which these other persons (including all interested persons) were parties. No beneficiary other than me or my Executor shall have the right to question or assert any liability by the Trustee for the Trustee's acts or omissions during my lifetime.

**10.9 Right of Trustee to Secure Releases.** The Trustee is authorized to secure from any beneficiary a full and complete release from any and all liabilities arising from the Trustee's administration of the trust and the beneficiary's written approval of any account or report of the Trustee. The release or approval shall be binding and conclusive

upon the beneficiary and upon all of the beneficiary's issue (including then unborn, unknown, and unascertained issue) and other successors in interest who may then have or later acquire any interest in the separate trust. All written instruments to be delivered to or executed by a beneficiary may be delivered to or executed by the legally appointed conservator of any incompetent beneficiary or a parent or legal guardian of a minor beneficiary. When so delivered or executed, the written instrument shall be binding upon the beneficiary and shall be of the same force and effect as if delivered to or executed by a beneficiary acting under no legal disability. The foregoing provisions shall apply to all reports, statements, accounts, releases, and notices, as well as documents appointing, removing, or designating Trustees. However, the Trustee may not condition the performance of his or her duties on the delivery of such a release.

**10.10 Consultation with Legal Counsel.** The Trustee may retain and consult with legal counsel on any matters related to the administration of the trust or the construction or interpretation of this Trust Agreement, and I encourage the Trustee to do so. The Trustee may select the legal counsel to advise or represent him or her, and the Trustee is expressly authorized to pay the fees and costs of the legal counsel from the trust estate. The time, place, subject matter, and content of any such consultation with legal counsel, all communication (written or oral) between the Trustee and legal counsel, and all work product of legal counsel shall be privileged and confidential and shall be absolutely protected and free from any duty or right of disclosure to any successor Trustee or any beneficiary and any duty to account. The Trustee shall, however, include the amount of any disbursement for the legal counsel fees and costs in any report or account prepared by the Trustee for the period during which the expenses were paid.

**10.11 Reliance on Experts and Others.** The Trustee shall be entitled to rely on the information, opinions, reports, or statements (including financial statements and other financial data) prepared by his or her managers, attorneys, accountants, brokers, investments counselors, and other experts, even if they are associated with a Trustee, prepared by such persons as to matters which the Trustee reasonably believes to be within that person's profession or expert competence, and shall not be liable for losses resulting therefrom. The Trustee may act without independent investigation upon the recommendations of any attorneys, auditors, accountants, investment advisers, appraisers, or other qualified experts retained by the Trustee, even if they are associated or affiliated with the Trustee. The written opinion of any such expert submitted to the Trustee shall be a full and complete authorization and protection with respect to any action taken or not taken by the Trustee in good faith.

**10.12 Extent of Liability.** I do not want the Trustee to be personally liable for his or her good faith efforts in administering the trust estate. The following provisions limiting Trustee liability shall not, however, apply to any corporate Trustee serving as Trustee under this Trust Agreement. As to all corporate Trustees, California law shall apply without these limitations.

(a) **In general.** A Trustee shall not be personally liable to the trust or its beneficiaries, and shall be held harmless, for any loss, expense, damage, or claim incurred by the Trustee by reason of any act performed or omitted to be performed by the Trustee, acting in good faith, in the administration of the trust. The Trustee shall be

deemed to have acted in good faith on behalf of the trust if the Trustee acted in a manner reasonably believed by the Trustee to be within the scope of his or her authority and in the best interest of the trust and its beneficiaries. Further, a Trustee shall not be personally liable for obligations arising from the Trustee's ownership or control of trust property or for torts committed in the course of the Trustee's administration of the trust unless the Trustee is personally at fault. Notwithstanding the foregoing, a Trustee shall be personally liable for his or her breach of trust by acts or omissions, committed intentionally, with gross negligence, in bad faith, or with reckless indifference to the interests of the beneficiaries, and as to any profit that the Trustee derives from any breach of trust.

(b) **While trust is revocable.** During my lifetime, the Trustee shall follow all written directions given from time to time to him or her by me or by the person or persons to whom I delegate the right to direct the Trustee. In consenting to and carrying out those directions, the Trustee shall not be liable to any person having a vested or contingent interest in the trust for any act performed or omitted pursuant to those directions. Moreover, the Trustee may follow those directions regardless of any fiduciary obligations to which the directing party may also be subject. These provisions shall be construed consistently with Probate Code §§16001 and 16462.

(c) **As to other Trustees.** The liability of the Trustee is further limited as follows.

(i) **As to prior Trustees.** No successor Trustee shall be responsible or liable for any acts, omissions, or default of any prior Trustee. Unless requested in writing by a beneficiary within 60 days of the appointment of the successor Trustee, no successor Trustee shall be required or have any duty to review or investigate the actions or omissions of a prior Trustee. A successor Trustee shall not be required or have any duty or obligation to review, audit, or examine the transactions, accounts, or records of any prior Trustee, or any allocation of the trust estate made by any prior Trustee. No successor Trustee shall have any obligation to take any action to obtain redress for any breach of trust by any prior Trustee unless instructed by a court to do so. Each Trustee is responsible only for those assets that are actually delivered to the Trustee's custody or control.

(ii) **As to Cotrustees.** A Trustee shall be liable to the beneficiaries for the acts or omissions of a Cotrustee only as provided in Probate Code §16402.

(d) **As to agents and investment managers.** I want the Trustee to be able to rely on the advice of professionals hired to advise him or her. Accordingly, the Trustee's liability is further limited as follows.

(i) **As to agents.** A Trustee shall be liable to the beneficiaries for the acts or omissions of an agent only as provided in Probate Code §16401.

(ii) **As to investment managers.** A Trustee shall not be liable for the acts or omissions of any investment manager, or be under an obligation to invest or otherwise manage any asset that is subject to the management of an investment

manager.

(e) **As to taxes.** I want the Trustee to be aggressive in minimizing the taxes, including estate and income taxes, imposed on the trust estate. Accordingly, the Trustee shall not be liable for any accuracy-related penalty, such as is currently imposed under I.R.C. §6662, arising from the preparation and filing of any income tax or estate tax return.

(f) **Liability insurance.** Individual Trustees may carry errors and omissions or fiduciary liability insurance and may charge the premiums to trust income or principal, or both, as a cost of administration.

## ARTICLE 11 THE AUTHORITY OF THE TRUSTEES

The following provisions shall apply to each of the Trustees serving under this Trust Agreement. A successor Trustee shall be vested with all the rights, powers, and authority of an original Trustee.

**11.1 Trustee Authority.** Except as otherwise expressly provided, a successor Trustee upon commencing to serve as Trustee shall immediately become vested with all the rights, titles, powers (including discretionary powers), and obligations, with like effect as if named as an initial Trustee. Where this Trust Agreement states that the Trustee "shall" perform an act, the Trustee is required to perform that act. Where this Trust Agreement states that the Trustee "may" do an act or Trustee is "authorized" to act, the Trustee is expressly permitted or authorized to do the act described, and his or her decision to do or not to do the act shall be made in the Trustee's sole and absolute discretion in the exercise of his or her fiduciary powers and duties. The decision of the Trustee as to all discretionary actions and decisions shall be conclusive and binding on all persons.

**11.2 Voting.** While more than two Trustees are serving, the decision of the majority of the Trustees shall prevail and be binding with respect to all matters affecting the trust estate. If one or more Trustees are excluded or precluded from participating in making a decision with respect to a particular matter, the remaining Trustees acting by majority vote shall make the decision. Any act by or instrument executed by the majority of the Trustees shall constitute the action of the Trustees as if done by all Trustees. Any dissenting or nonconcurring Trustee shall not be liable to any person for the action or failure to act of the other Trustees acting by majority vote.

**11.3 Delegation of Power to Expend.** The Trustees may delegate to one or more of the Trustees, for any period, the power to bind the trust in any transaction obligating the trust to expend up to or less than a certain sum of money as specified by the delegating Trustees. The Trustee to whom the power is delegated may be the sole signatory of all checks necessary to accomplish the expenditure. The Trustees may also delegate to a property management company authority to be the sole signatory of all checks written on behalf of the trust relating to real estate owned by the trust or on checks written on behalf of the trust in an amount less than the amount specified by the Trustees.

**11.4 Delegation of Investment Authority.** The Trustees, acting by majority vote, may delegate to one or more Trustees or to agents (including independent investment advisors, investment counsel or managers, banks, or trust companies) the power and authority to act for the Trustees in the investment and reinvestment of trust assets. The Trustees, acting by majority vote, may also authorize the payment of compensation for investment advisory or management services. The Trustees may delegate to the retained investment counsel the power to instruct the custodian of trust property with respect to all matters affecting the property, and the custodian shall comply with those instructions.

**11.5 Agents.** The Trustee may act under this Trust Agreement through an agent or attorney-in-fact acting under a power of attorney duly executed by the Trustee.

**11.6 Dealing with the Trustees.** In accordance with Probate Code §18100, if a third person dealing with the Trustee or assisting him or her in the conduct of a transaction acts in good faith and for a valuable consideration and without actual knowledge that the Trustee is exceeding the Trustee's powers or improperly exercising them, the third person is not bound to inquire whether the Trustee has power to act or is properly exercising a power and may assume without inquiry the existence of a trust power and its proper exercise. That third person shall be fully protected in dealing with or assisting the Trustee just as if the Trustee has and is properly exercising the powers the Trustee purports to exercise. In addition, that person has no duty to see to the application of any money paid or property transferred to or upon the order of one or more Trustees.

**11.7 Reliance on Representations by the Trustees.** A third person dealing with the Trustee also shall be fully protected in relying on written statements of fact, certified or declared under penalty of perjury by any one or more of the persons who appear from the original or certified copy of this Trust Agreement (or documents of appointment) to be a Trustee or successor Trustee, regarding the Trustee's authority to act under this Trust Agreement, the calling of any meeting of the Trustees, the giving of any notice of a meeting, the action taken at a meeting, and other facts concerning the trusts established under this Trust Agreement. Anyone may rely on a copy of this Trust Agreement certified by a Trustee, by the Trustee's legal counsel, or by a Notary Public, to be a counterpart or true copy of this Trust Agreement.

**11.8 Reliance on the Authority of Trustees.** No persons or organizations employed by the Trustee or retained by the Trustee as provided in this article shall be required to oversee or supervise the activities of the Trustee or to inquire into the Trustee's powers, authority, or discretion. Each person or organization so employed or retained may rely implicitly upon the written instructions of the Trustee with respect to the property and business of the trust, including instructions of the Trustee to deal directly with investment counsel employed by the Trustee. In no event shall any person or organization so employed or retained be liable for any act or omission of any Trustee in which that person or organization may also have participated.

**ARTICLE 12**  
**THE POWERS OF THE TRUSTEE**

Subject in all instances to his or her fiduciary duties and the limitations set forth elsewhere in this Trust Agreement, with regard to the entire trust estate and all trusts established under this Trust Agreement, the Trustee shall have all the powers described below, all powers granted by law (including all the powers set forth in Probate Code §16220 et seq.), and all powers reasonably necessary to carry out his or her duties as Trustee to administer, manage, protect, and invest the trust estate. The Trustee in his or her discretion, without court approval, authorization, or supervision, may exercise these powers except as expressly required in this Trust Agreement.

**12.1 To Accept Property.** The Trustee may accept or receive additions and contributions to the trust estate from me or any other person and hold the property in trust under the provisions of this Trust Agreement. If the Trustee receives property from another fiduciary and if the Trustee believes the action to be in the best interests of the trust estate, the Trustee is authorized to waive an accounting from the fiduciary, to approve his or her actions, to consent to his or her proposed actions, and to consent to his or her discharge.

**12.2 To Retain Property.** The Trustee may retain trust property received at the inception of the trust or at any other time, from me or any other person until, in the judgment of the Trustee, disposition or distribution of the property should be made. The property may be retained even though the property is unproductive, is property in which a Trustee is personally interested or in which the Trustee owns an undivided interest personally or as trustee of another trust, or there is known or later discovered to be hazardous materials or substances requiring remedial action pursuant to environmental laws. Notwithstanding Probate Code §§16048 and 16049, the Trustee shall have no duty to dispose of any part of the trust property included in the trust at the time of its creation, or later added to the trust by me or another person, that would not be a proper investment for the Trustee to make. The Trustee may, without liability, continue to hold that property. The Trustee may hold trust property in bearer form so that title may pass by delivery, or in the name of any one Trustee or a nominee without indication of any fiduciary capacity by the nominee. The Trustee may keep all or part of the trust property at any place within the United States or abroad.

**12.3 To Operate a Business.** The Trustee may continue or participate in the operation of any business or other enterprise (including a partnership as a general or limited partner) that is part of the trust property for as long as the Trustee deems advisable, at the risk of the trust estate and not at the risk of the Trustee. The Trustee may incorporate, dissolve, or change the form of the organization of the business or enterprise, or operate it as a partnership or in any other form. The profits and losses from any business or other enterprise shall be chargeable to and borne by the trust, and not the Trustee. A Trustee, as an individual, may continue to be a shareholder, director, officer, employee, or partner of any business or enterprise in which the trust holds any interest.

**12.4 To Invest and Reinvest Trust Property.** The Trustee may invest and reinvest trust property (including income and principal) in any kind of property, whether

real, personal, or mixed, including (1) real property (including leaseholds; royalty interests; interests in mines, oil and gas wells, timberlands, and other wasting assets), (2) intangible personal property (including common and preferred stock and all other kinds of securities (on margin or otherwise); investment company shares, mutual funds, index funds, common trust funds (including any common trust fund under the management of a corporate trustee) and other collective investment vehicles; interests in partnerships (whether as a general or limited partner); commodities; governmental obligations of every kind; obligations of corporations or unincorporated associations; and patents, copyrights, trademarks, and other intangible rights), and (3) tangible personal property (including precious metals, works of art, and other collectibles). The Trustee is authorized to establish and maintain brokerage accounts, for the purpose of purchasing, acquiring, possessing, pledging, hypothecating, selling and otherwise disposing of, and generally dealing in and with any of the foregoing types of investments.

**12.5 To Administer Securities.** The Trustee may purchase, exchange, or sell stocks, bonds, futures contracts, and other securities, and puts, calls, straddles, and other options. The Trustee may maintain brokerage accounts, including margin and commodity accounts, and in connection with such accounts, may borrow, pledge securities, make short sales, and sell on margin or otherwise. With respect to all securities held by in the trust estate, the Trustee may exercise the rights, powers, and privileges, and responsibilities of an owner, including the right to vote; to give general or limited proxies; to pay calls, assessments, and other sums; to participate in voting trusts, pooling arrangements, foreclosures, reorganizations, consolidations, mergers, and liquidations; to deposit securities with and transfer title to any protective or other committee; and to exchange, exercise, or sell stock subscription or conversion rights. The Trustee may also accept and retain as an investment any securities received through the exercise of any of the foregoing powers.

**12.6 To Conduct Banking Activities.** The Trustee may establish financial accounts of any kind, including checking, money market, and savings accounts, with any bank, savings and loan association, credit union, brokerage firm, or other financial institution (including such accounts in the banking department of a Trustee that is a corporation or partnership). The Trustee may deposit trust funds into such accounts, withdraw funds from such accounts, and transfer funds among such accounts. The Trustee may designate in writing the persons, whether or not Trustees, who may conduct such banking activities, and the financial institutions may rely, without liability, on such designations.

**12.7 To Purchase and Sell Trust Property.** The Trustee may buy, purchase, acquire, sell, convey, dispose of, exchange, or otherwise transfer any trust property, or any interest in property, for cash or on credit, at public or private sale, with or without notice, and for the prices and upon the terms as the Trustee determines.

**12.8 To Manage Trust Property.** The Trustee may manage, control, divide, develop, improve, repair, exchange, partition, change the character of, or abandon trust property or any interest in trust property. The Trustee may enter into a lease for any purpose as lessor or lessee with or without the option to purchase or renew and for a term within or extending beyond the term of the trust. The Trustee may amend or extend

existing leases. The Trustee may also demolish or remove buildings or other improvements on trust property.

**12.9 To Borrow Money and Encumber Trust Property.** The Trustee may borrow money for any trust purpose from any person upon such terms and conditions as may be determined by the Trustee, and obligate the trust to make repayment from trust property. The Trustee or I may loan or advance funds to the trust, and the loans or advances together with the interest charged shall be treated as a first lien on the trust estate until repaid. The Trustee may also encumber, mortgage, or pledge trust property for a term within or extending beyond the term of the trust in connection with the exercise of any power vested in the Trustee, or to create restrictions, easements, or other servitudes on trust property.

**12.10 Providing Guarantees.** The Trustee may guarantee any indebtedness incurred by me, or by any entity owned directly or indirectly by me or by the trust, as I may direct.

**12.11 To Make Loans.** The Trustee may loan or advance trust property of any kind (including money) for any trust purpose to any person on terms and conditions as determined by the Trustee, subject to limitations stated in this Trust Agreement. The Trustee may make loans out of trust property to the current beneficiary on terms and conditions that the Trustee determines are fair and reasonable under the circumstances, and guarantee loans to the current beneficiary by encumbrances on trust property.

**12.12 To Purchase Liability Insurance.** The Trustee may purchase and pay the premiums on policies to insure the property of the trust estate against damage or loss and to insure the Trustee against liability with respect to third persons. The Trustee shall not be liable for any omission to purchase any type or amount of insurance. The premiums shall be a proper expense to be charged against the trust.

**12.13 To Purchase and Administer Life Insurance.** The Trustee may purchase, own, and pay the premiums on life insurance on my life, and collect the proceeds of life insurance policies payable to the trust. The Trustee shall have the power to compromise, arbitrate, or otherwise adjust any claim, dispute, or controversy arising under any policy payable to the trust and shall have authority to initiate, defend, settle, and compromise any legal proceeding necessary in the Trustee's discretion to collect the proceeds of any policy. The Trustee's receipt to any insurer shall be a sufficient release of the insurer. The insurer shall not be under any duty to inquire concerning the Trustee's application of the policy proceeds.

**12.14 To Pay, Contest, and Settle Claims.** The Trustee may pay or contest any claim; settle a claim by or against the trust by compromise, arbitration, or otherwise; and release, in whole or in part, any claim belonging to the trust.

**12.15 To Litigate.** In accordance with his or her duties to enforce claims and defend actions as set forth in Probate Code §§16010 and 16011, the Trustee may prosecute or defend actions, claims, or proceedings for the protection of the trust estate and the Trustee in the performance of his or her duties.



**12.16 To Deal with Environmental Hazards.** The Trustee may deal with matters involving the actual or threatened contamination of trust assets (whether real or personal) by hazardous substances, or involving compliance with environmental laws and regulations, including conducting environmental assessments, audits, and site monitoring, and taking remedial action (whether or not required by governmental authorities) to contain, clean up, or remove any environmental hazard.

**12.17 To Pay and Allocate Trust Expenses.** The Trustee may pay taxes and other assessments imposed on the trust estate or trust income; reasonable compensation of the Trustee and of the employees and agents of the trust; and other expenses incurred in the collection, care, management, administration, and protection of the trust estate. In allocating the payment of expenses, the Trustee shall have the power to determine which expenses are chargeable to income or principal or partly to each. The Trustee is authorized, but not directed, to allocate and charge post-death expenses incurred in the administration of the trusts or sub-trusts to post-death income. In particular, all expenses of administration claimed as income tax deductions may be entirely allocated to and charged against post-death income. In making these determinations, the Trustee shall be guided by the principles set forth in the California Uniform Principal and Income Act, but his or her final determination shall be binding.

**12.18 To Hire and Employ Persons.** The Trustee may hire and employ persons (including individuals, corporations, partnerships, associations, and other companies), including accountants, attorneys, auditors, investment advisers, appraisers, or other agents or experts, even if they are associated or affiliated with a Trustee, to advise or assist the Trustee in the performance of his or her duties and obligations. The Trustee may grant discretionary authority to such persons, but may not delegate either the administration of the trust or acts that are not delegable except as expressly provided in this Trust Agreement.

**12.19 To Maintain Custody.** The Trustee may keep any or all of the trust property at any place in California or elsewhere, within the United States or abroad, or with a depository or custodian at those places. If no bank or trust company is acting as sole or a Cotrustee hereunder, the Trustee is authorized to appoint a bank or trust company as custodian for securities and any other trust assets. Any appointment shall terminate when a bank or trust company begins to serve as sole or as a Cotrustee under this Trust Agreement. The custodian shall keep the deposited property; collect and receive the income and principal; and hold, invest, disburse, or otherwise dispose of the property or its proceeds (specifically including selling and purchasing securities and delivering securities sold and receiving securities purchased) upon the order of the Trustee. The custodian shall not be liable to any person interested in the trust for any action taken pursuant to the order or instructions of the Trustee or his or her authorized agents.

**12.20 To Use a Nominee.** The Trustee may hold securities or other property of the trust estate in the name of the Trustee, in the name of a nominee, or in street name accounts with brokers, or in the name of a custodian (or its nominees) selected by the Trustee, with or without disclosure of this Trust Agreement. The Trustee shall be responsible for the acts of such custodian, broker, or nominee affecting such property.

The Trustee may also acquire and retain securities in unregistered form so that ownership passes by delivery.

**12.21 To Execute and Deliver Instruments.** The Trustee may execute and deliver all documents and instruments (including checks withdrawing or disbursing trust funds, stock powers, deeds and other conveyances, receipts, releases, contracts, and other agreements and transfer documents) which are needed to accomplish or facilitate the exercise of the powers vested in the Trustee, and to disclose the provisions of this Trust Agreement whenever in the Trustee's discretion disclosure is appropriate.

## ARTICLE 13 DISINHERITANCE AND NO CONTEST

**13.1 Disinheritance Clause.** I have intentionally omitted from this Trust Agreement any provision for any of my heirs, issue, relatives, or other persons who are not named, mentioned, designated, or described in this Trust Agreement. I have intentionally omitted any person who would be a pretermitted heir under the provisions of the Probate Code and those persons referred to in Probate Code §§21600 through 21623. I generally and expressly disinherit each and every person whomsoever claiming to be and who may be determined to be my heirs at law, except as they are otherwise expressly provided for in this Trust Agreement.

**13.2 No Contest Clause.** I want the greatest deterrence against interference with my estate plan that the law allows. If any heir, issue, relative, legatee, devisee, beneficiary, or other interested person; or any person who is provided for under this Trust Agreement, my Will, any beneficiary designation, or any Will substitute; or any person who would be entitled to any of my property under the laws of succession or otherwise, alone or in conjunction with any other person or persons, directly or indirectly (1) institutes any legal proceeding that attacks or contests this Trust Agreement or my Will (or any amendment or codicil to this Trust Agreement or my Will), or seeks to impair, nullify, void, or invalidate such documents or any of their provisions; (2) asserts or pursues in any manner any claim, including any creditor's claim, against my estate or property other than as permitted in this Trust Agreement and my Will; (3) attacks or contests or seeks to change any beneficiary designation under an insurance policy, employee benefit plan, deferred compensation plan, retirement plan, annuity, or other Will substitute of mine; or (4) conspires with or voluntarily assists any person or persons attempting to do any of these things, I direct that that person (the "Contestant") and all persons conspiring with or assisting him or her shall take none of my property and nothing from my estate. All these persons are expressly disinherited. Any and all gifts or property that otherwise would have gone to these persons shall be forfeited and shall pass as if these persons had predeceased me without leaving living issue. The foregoing provisions shall apply to any persons who claim that I entered into an oral agreement providing for the disposition or transfer of property to those persons or others in any way inconsistent with the provisions of this Trust Agreement or my Will. The foregoing provisions shall not apply to any action or proceeding brought by any person, other than me (or my authorized agents) during my lifetime, to change the ownership title of my property already characterized in a document signed by me and any challenge to the

validity of an instrument, contract, agreement, beneficiary designation, or other document providing for or directing the disposition of my property.

Pursuant to Probate Code Section 21305, the foregoing provisions shall not be violated by the filing of the following: (1) a petition seeking relief under Chapter 3 (commencing with Section 15400) of Part 2 of Division 9 ("Modification and Termination of Trusts"); (2) a petition under Part 3 (commencing with Section 1800) of Division 4 ("Conservatorship"); (3) a petition under Part 2 (commencing with Section 4100) of Division 4.5 ("Powers of Attorney Generally"); (4) a petition pursuant to Section 2403 (instructions in a guardianship or conservatorship); (5) a petition challenging the exercise of a fiduciary power; (6) a petition objecting to the appointment of a fiduciary or seeking the removal of a fiduciary; and (7) objections or other responsive pleadings to the accounting of a fiduciary. Nor shall any acts done or omitted pursuant to a final judgment in any judicial proceeding violate these provisions.

In addition, the foregoing provisions shall not be violated by (1) the disclaimer of any right or interest in trust property; (2) the assertion or submission of any creditors' claims, supported by consideration, by any person to my Executor or the Trustee that are believed by such person, in good faith, to be owed by me to that person or the prosecution of an action based upon any such creditor's claims; (3) the participation in a mediation or settlement discussions or the filing of a petition for settlement or compromise affecting the terms of this Trust Agreement, my Will, or other documents governing the disposition of my estate or property, (4) the filing of any petition or the taking of other action by the Trustee or my Executor seeking judicial construction or interpretation of this Trust Agreement or my Will, or of any amendment or codicil to this Trust Agreement or my Will, or (5) the commencement of any proceeding for declaratory relief to determine whether any action by any person would constitute a contest under these provisions. Notwithstanding the foregoing, if my brother Jack Page or his son Kevin Page asserts or submits any creditor's claim to my Executor or the Trustee of the Trust, or prosecutes any action based upon any such creditor's claim, such action by Jack Page or Kevin Page shall be deemed to constitute a contest of this Will and the Trust Agreement and to violate this provision. In such case, Jack Page and Kevin Page and all persons conspiring with or assisting him or them shall take none of my property and nothing from my estate, and are hereby expressly disinherited. Any and all gifts or property that otherwise would have gone to these persons shall be forfeited and shall pass as if these persons had predeceased me without leaving living issue.

**13.3 Expenses of Contest.** My Executor and the Trustee serving under this Trust Agreement are expressly authorized to defend against any and all of the actions described in Section 13.2, including any contest or attack of any nature upon this Trust Agreement, my Will, or any of their provisions. All expenses incurred in the defense of any of the actions or matters described in Section 13.2 shall be paid, as the Trustee determines, from either my probate estate or the trust estate as expenses of administration. If, however, a Contestant is or becomes entitled to receive any property or property interests included in my probate estate or the trust estate, whether under this Trust Agreement, my Will, or any other instrument, then all expenses incurred by the Trustee or my Executor in the defense of the actions undertaken by the Contestant shall be charged against and paid from the property or property interests that the Contestant

otherwise would be entitled to receive, whether or not the Trustee or my Executor was successful in the defense of the Contestant's actions.

## **ARTICLE 14 GENERAL TRUST PROVISIONS**

The following provisions shall apply in all matters of construction and interpretation of this Trust Agreement.

**14.1 Rules of Construction.** Unless the specific provision or term being construed or the context of the provision or term otherwise requires, and except as otherwise expressly provided in this Trust Agreement, the general provisions and rules of construction and interpretation set forth in the Probate Code and in this article and the definitions set forth in Article 15 (Definitions) shall govern the construction and interpretation of this Trust Agreement. Where the provisions and rules of construction or definitions set forth in the Probate Code and in this article and Article 15 conflict, the provisions and rules and definitions set forth in this article and Article 15 shall govern.

**14.2 Governing Law.** This Trust Agreement has been executed in California, and its validity and construction, including the determination of all rights of the beneficiaries, shall be governed by the laws of California regardless of where the trusts are administered. Further, except as otherwise provided in this section, the trusts established under this Trust Agreement shall be administered in California regardless of where the Trustee or beneficiaries reside, and all matters and questions related to their administration shall be governed by the laws of California.

**14.3 Successors in Interest.** This Trust Agreement shall be binding upon my heirs, executors, successors, and assigns, the Trustee and the successor Trustee, and all the beneficiaries and interested persons under this Trust Agreement.

**14.4 Court Supervision.** Under California law the California courts have jurisdiction to consider petitions concerning each trust created by this Trust Agreement. I intend that the provisions of Probate Code §17000 et seq. shall be applicable to the trusts established under this Trust Agreement.

**14.5 References to Statutes.** Whenever a reference is made to any portion of the Internal Revenue Code, the Probate Code, or to any other law, the statutory reference shall be construed to refer to the statutory section mentioned, related successor or substitute sections, and corresponding provisions of any subsequent law, including all amendments and additions.

**14.6 Gender, Tense, and Numbers.** Unless the context clearly requires another construction, the masculine, feminine, and neuter genders shall each include the others as appropriate; the present tense shall include the past and future tenses, and the future tense shall include the present tense; and the singular number shall include the plural, and the plural shall include the singular.

**14.7 Effect of Headings.** Article, section, and paragraph numbers and headings, as well as titles, used in this Trust Agreement are used for convenience of

reference only and shall not be considered in the construction or interpretation of this Trust Agreement. They are not intended to have any legal effect or to affect the scope, meaning, or intent of the provisions of this Trust Agreement.

**14.8 Severability.** If any part, clause, or provision of this Trust Agreement, or the application of any part, clause, or provision of this Trust Agreement to any person or circumstances, is held to be void, invalid, unenforceable, or inoperative, this invalidity shall not affect any other parts, clauses, or provisions or applications of this Trust Agreement that can be given effect without the invalid provision or application. The remaining provisions of this Trust Agreement shall be effective and fully operative as though the part, clause, or provision had not been contained in this Trust Agreement. To this end, the provisions of this Trust Agreement are severable.

## **ARTICLE 15 DEFINITIONS**

The following definitions shall apply in all matters of construction and interpretation of this Trust Agreement.

**15.1 Administer.** The term "administer" means to hold, manage, administer, allocate, and distribute.

**15.2 Agent.** The term "agent" means (1) an individual's attorney-in-fact acting under a power of attorney, to the extent the power of attorney specifically authorizes the attorney-in-fact to take the proposed actions, or (2) an individual's court-appointed conservator or guardian, to the extent the conservator or guardian has obtained, from the court that appointed the agent as conservator or guardian, approval of its proposed actions at a hearing for which the Trustee received timely notice.

**15.3 Beneficiary.** The terms "beneficiary" or "beneficiaries" mean a person to whom a donative transfer of property or a distribution from a trust is or could be made or that person's successor in interest, and shall include an heir, devisee, legatee, a person with any interest in a trust, and any person entitled to enforce a charitable trust, as provided in Probate Code §24.

**15.4 Charitable Organization.** The term "charitable organization" means an organization or trust described in I.R.C. §170(c), §2055(a), and §2522(a) to which contributions or bequests are deductible for both federal income and estate tax purposes.

**15.5 Distribute.** The term "distribute" means to pay directly to, or apply for the benefit of, the designated beneficiary, donee, or transferee or that person's agent.

**15.6 Estate Taxes.** The term "Estate taxes" means all estate, inheritance, transfer, succession, legacy, death, and other similar taxes, including any interest or penalties on these taxes, that may be imposed by reason of my death. "Estate taxes" excludes any income tax, generation-skipping transfer tax, excise tax, and other similar taxes.

given the authority to manage the investment of all or any portion of the trust estate with full discretion to act without seeking the approval of the Trustee as to individual transactions.

**15.15 Probate Code.** The term "Probate Code" means the California Probate Code, as amended from time to time, and corresponding provisions of any subsequent California laws.

**15.16 Property.** The term "property" means anything that may be the subject of ownership and includes real and personal property, tangible and intangible property, and any interest in such property.

- (a) The term "real property" (including any residence) includes the land (including all easements appurtenant to the land), all buildings and improvements on the land, all policies of insurance on the land and buildings and improvements on the land, and all oil, gas, mineral, and similar interests. A gift of real property, including any gift of a residence, shall be made subject to any and all liens, mortgages, deeds of trust, or other encumbrances on the property or secured by the property, whether or not recorded in the official county records.
- (b) The term "tangible personal property" includes clothing, jewelry, and other personal effects; household furniture, furnishings, equipment, and appliances (including rugs, linen, and other household decorations); china, silverware, glassware, crystal, and other household items of use and decoration; books, pictures, works of art (including paintings, sculptures, and works on paper), antiques, stamp and coin collections, wine, and other collectibles; automobiles, boats, other vehicles, and accessories to vehicles; and other items of domestic, household, or personal use. "Tangible personal property" shall not include ordinary currency, cash, or bullion or property primarily held for investment purposes, such as investment funds, or any property held for use in a trade or business. The term "Rights of Publicity" means all copyrights and publishing rights owned by me, and all rights to use my name, voice, signature, photograph, image, depiction or likeness, or my life story or any other character rights, in any manner, including, without limitation, on or in, or in association with, publications, media of all kinds, products, merchandise, goods, or services, or for purposes of advertising, promoting, or selling, or soliciting purchases of, publications, media of all kinds, products, merchandise, goods or services, along with all rights under existing or proposed agreements that license or otherwise affect the use of such rights.

**15.17 Residue.** The term "residue" means the property remaining after the payment of all expenses of administration and debts and the distribution of all specific

gifts and tangible personal property, and before the payment of Estate taxes. Estate taxes shall be handled separately, and shall be paid and charged as specifically provided in this Trust Agreement.

**15.18 Right of Representation.** The term "right of representation" means that the property shall be distributed, divided, or taken in the manner provided in Section 246 of the Probate Code. Unless otherwise specified, distributions or allocations of property to or among children or issue, and among successor beneficiaries, shall in all cases be made in the manner provided in Section 246 of the Probate Code.

**15.19 Survivorship.** The term "survive" or "survivorship" means to live for at least thirty (30) days past the designated event. No beneficiary shall be considered to have survived my death, the death of a prior beneficiary, or the event terminating any trust (and be entitled to any trust funds) unless the beneficiary survives for at least thirty (30) days after the event. Any beneficiary required to survive any other person, who fails to survive the other person by thirty (30) days, shall be deemed to have predeceased that person. If it cannot be established whether a beneficiary has survived by thirty (30) days, the beneficiary shall be deemed to have failed to survive for the required time. Except as otherwise expressly provided, any gift or bequest to any person made contingent upon the survivorship of that person shall lapse and shall not be made if the conditions of survivorship stated in this section or elsewhere in this Trust Agreement are not met. The lapsed gifts or bequests shall pass instead as part of the residue of the trust.

**15.20 Trust Estate.** The term "trust estate" means property transferred to the Trustee, in trust, to be administered under the terms of this Trust Agreement, including the property transferred to the Trustee following my death, and all the income from and appreciation in the property transferred to the Trustee. As a matter of convenience, all property at any time subject to this Trust Agreement is collectively referred to as the "trust estate."

**15.21 Trustee.** The terms "Trustee" or "Trustees" mean the persons who are serving from time to time as the Trustees or Cotrustees under this Trust Agreement, including each initial, additional, or successor Trustee, whether or not appointed or confirmed by any court. Unless otherwise expressly provided, all references in this Trust Agreement to the "Trustees" shall include all Trustees. The terms "Trustee" and "Trustees" each include both the singular and the plural. The term "corporate Trustee" means a corporation, a bank, a trust company, or other entity that is authorized by law to serve as a professional Trustee.

## **ARTICLE 16 RELIANCE ON CERTIFIED COPIES**

To the same effect as if it were the original, anyone may rely upon a copy of this Trust Agreement, or any part of this Trust Agreement, certified by a Trustor or Trustee or their legal counsel to be a true and correct copy of all or any part of this Trust Agreement, or of any document required to be filed with or maintained at the office of the Trustee. Anyone may rely upon any statements of fact concerning this trust certified by anyone who appears from an original document, or a certified copy, to be serving as a Trustee

under this Trust Agreement, including a certification of trust made pursuant to Probate Code §18100.5.

I have executed this Trust Agreement as of the day and year first written above, at Granada Hills, California.

*Bettie Mae Page*  
Bettie Mae Page  
Trustor and Trustee