

Declaration of the John Smith and Jane Smith Trust

ARTICLE ONE

1. 1.1 Trust Establishment: John Smith and Jane Smith, husband and wife, as Trustors, will deliver to the trustee without consideration all property currently held in the name of John Smith and Jane Smith. The term "Trustor" refers to John Smith and Jane Smith.

1.2. Trust Assets: The Trustor declares that he/she has funded the "John Smith and Jane Smith Family Trust UDT, 2017-03-08" (hereinafter "the Trust" or "family trust") with all of his/her current assets including all real estate, cash, stocks and bonds and personal property currently in their possession.

1.3. Probate Avoidance: The purpose of this Trust is to avoid probate. The Trustor intends to maintain ownership of their assets in the name of their family trust as above described. However, if at his/her death, the Trustor has assets that have not been transferred to the family trust, the Trustor directs the Successor Trustee of the family trust to apply to the court of competent jurisdiction to ensure the transfer of those individually owned assets to the family trust.

1.4 Trust Particulars: For convenient reference, the following information applies:

Trustor:	John Smith and Jane Smith
Name of Trust:	John Smith and Jane Smith Family Trust
Date Established:	2017-03-08
Trustee:	John Smith and Jane Smith

Upon the death of and , the Successor Trustees of the Trust shall distribute the Trust assets as follows:

Name:	Asset Distribution (%):
Fred Smith	50
Daisey Smith	50

In the event that John Smith and Jane Smith are unable to act as the Trustee of the John Smith and Jane Smith Family Trust due to death or disability then the Trustor selects the Successor Trustees of this Trust to act as the Trustees of this trust during their lifetimes.

1.5 Trustee Has Power to Designate or Appoint Successor Trustee

1.5.1 I hereby nominate:

Fred Smith
Daisey Smith

...to act as Successor Trustee(s) of this Trust.

1.6 Trustee Is Replaced in Emergency

1.6.1 If the Trustee cannot administer the trust because of physical or mental incapacity, or otherwise cannot act, during any period of incapacity, the Successor Trustee shall act as Trustee, having all rights and powers granted to the Trustee by this instrument, subject to the limitations as applicable under State law.

1.7 Successor Trustee's Non-Liabilities

1.7.1 All rights, powers, duties, and discretions conferred on the original Trustee shall vest in all Successor Trustees. No Successor Trustee or Co-Trustee shall be responsible or liable for the acts or omissions of any prior Trustee or Co-Trustee, nor shall any successor have a duty to audit or investigate the administration or accounts of any prior Trustee or Co-Trustee. The successor shall be liable for only their own acts and defaults.

ARTICLE TWO

2. 2.1 Introduction: The Trustee shall hold, administer, and distribute all property allocated to the "Trust During Trustor(s)' Lives" as follows.

2.2 Beneficiaries - Both Spouses: The beneficiaries of this trust shall be as follows:

Income beneficiaries: Class composed of the Trustor(s) for their joint lives

Principal beneficiaries: Class composed of the Trustor(s) for their joint lives

2.3 Community Income - Broad Standard: The trustee shall pay to or for the income beneficiary's benefit as much of the net income of the community trust estate as necessary for the income beneficiary's health, education, support, comfort, welfare, or happiness to maintain at a minimum the income beneficiary's accustomed manner of living. The trustee shall add to principal any net income not so distributed.

2.4 Community Principal - Broad Standard: If the trustee considers the community income insufficient, the trustee shall pay to or for the principal beneficiary's benefit as much of the principal from the community trust estate as necessary for the principal beneficiary's health, education, support, comfort, welfare, or happiness to maintain at a minimum the principal beneficiary's accustomed manner of living.

2.5 Separate Income - Broad Standard: The trustee shall pay to or for the benefit of an income beneficiary as much of the net income from the income beneficiary's separate trust estate as is necessary for the income beneficiary's health, education, support, comfort, welfare, or happiness to maintain at a minimum the income beneficiary's accustomed manner of living. The trustee shall add to principal any net income not so distributed.

2.6 Separate Principal - Broad Standard: If the trustee considers the separate income insufficient, the trustee shall pay to or for the benefit of a principal beneficiary as much of the principal of the separate trust estate as the trustee considers reasonably necessary for the principal beneficiary's health, education, support, comfort, welfare, or happiness to maintain at a minimum the principal beneficiary's accustomed manner of living.

2.7 Beneficiary's Incapacity - Ascertainable Standard: If a court declares a beneficiary incompetent

or if the trustee, after consultation with medical professionals, considers a beneficiary unable to manage the beneficiary's own affairs by reason of physical or mental disability, then the trustee during the beneficiary's life may pay to or for the beneficiary as much of the income and principal from the trust estate as is necessary for the beneficiary's health, education, or support to maintain the beneficiary's accustomed manner of living. The trustee shall make payments first from the community trust estate, then equally from the beneficiary's separate trust estates. The trustee shall add to principal any income not distributed.

2.8 Community Payments - Special Duty: The beneficiary receiving payments from the community trust estate shall have the same duty to use community income and principal allocations for the income and principal beneficiary's benefit as that beneficiary has with respect to any other community property.

2.9 Guidelines - Other Sources Considered: In making distributions, the trustee may (1) consider any other income or resources of a beneficiary known to the trustee and reasonably available; (2) pay or apply for one beneficiary more than the other and may make payments or applications of benefits for one beneficiary to the exclusion of the other; and (3) consider the value of the trust assets, the relative needs, both present and future, of each beneficiary, and the tax consequences to the trust and to the beneficiaries.

2.10 Payments to Others: The Trustor(s) acting jointly may at any time direct the trustee in writing to pay single sums or periodic payments out of the community trust estate to any person or organization. The settlor who has contributed separate property may direct the trustee in writing to pay single sums or periodic payments out of that settlor's separate trust estate to any other person or organization. Additionally, a settlor's conservator upon appropriate court order may exercise this power for payments qualifying for the federal gift tax annual done exclusion.

2.11 Revocation During Trustor(s)' Lives: During the Trustor(s)' joint lives, either or both Trustor(s) may revoke from the trust the community trust estate in whole or in part by a written document delivered to the trustee that the trustee May require to be acknowledged. On revocation, the trustee shall promptly deliver to both Trustor(s) or their designee the revoked portion of the community trust estate, which shall continue as the Trustor(s)' community property. The trustee shall also provide an accounting of the trustee's acts for the period since the preceding accounting. Additionally, either settlor may revoke, in whole or in part, without the consent of the other, the separate trust estate contributed by the donor-settlor. If the Trustor(s) revoke this trust with respect to all or a major portion of the trust estate, then the trustee May retain sufficient assets reasonable to secure payment of liabilities lawfully incurred by the trustee in the administration of the trust, unless the Trustor(s) indemnify the trustee against losses or expenses.

2.12 Amendment During Trustor(s)' Lives: The Trustor(s) acting together May at any time during their joint lives amend any of the terms of this trust by a written document delivered to the trustee. No amendment shall substantially increase the trustee's duties and liabilities or change the trustee's compensation without the trustee's consent. The trustee need not abide by the terms of the amendment until it is accepted. If the Trustor(s) remove a trustee, the Trustor(s) shall pay to the trustee any sums due and shall indemnify the trustee against liabilities lawfully incurred by the trustee in the administration of the trust.

2.13 Powers of Revocation and Amendment Personal: The Trustor(s)' powers to revoke or amend this trust are personal to them, and no guardian, conservator, or other person shall exercise them.

ARTICLE THREE

3. 3.1 Action at First Spouse's Death: The first Trustor(s) to die shall be the "deceased spouse," and the

living Trustor(s), the "surviving spouse." At the death of the first deceased spouse but before the trust assets are allocated as set forth below, the Trustee shall make the following distributions:

3.2 Simultaneous Death - Presumption of Survival: If the Trustor(s) die under circumstances where no sufficient evidence exists that they died otherwise than simultaneously, then the Trustee shall conclusively presume the following sequence of deaths:

First: Husband

Second: Wife

3.3 Deceased Spouse's Expenses and Taxes: The Trustee May, in the Trustee's reasonable discretion, pay from the trust estate the deceased spouse's debts, last illness and funeral costs, and expenses of administration for this trust and the deceased spouse's probate estate. The Trustee May allocate the payment of the deceased spouse's debts to the deceased spouse's interest in the community trust estate and the deceased spouse's separate trust estate as the Trustee determines in the Trustee's reasonable discretion. However, the Trustee shall further allocate community debts between the deceased spouse's and surviving spouse's interests in the trust estate according to California law in effect at the deceased spouse's date of death.

3.4 Allocation of Exemption Trust: At the death of the first spouse, the Trustee shall allocate the surviving spouse's interest in the community trust estate and the surviving spouse's separate trust estate to the Exemption Trust.

3.5 The Exemption Trust shall be funded with a general pecuniary gift equal to the largest amount that can pass free of federal estate tax, after allowance of all other deductions, by reason of the allowable unified credit and state death tax credit (provided this latter credit does not increase the state death taxes paid) reduced by the sum of (a) the federal estate tax value of all other gifts passing under this instrument and outside this instrument included in the deceased spouse's gross taxable estate but not qualified as federal estate tax marital or charitable deduction gifts; and (b) all debts, administration expenses, and charges to principal not allowed or utilized as federal estate tax deductions;

The trust estate shall pay no interest on the exemption equivalent gift. The trust estate may satisfy the exemption equivalent gift in cash or in kind, or partly in each, with assets allocated in kind valued at their dates of distribution net values. The deceased spouse recognizes and confirms that the ultimate value of the trust estate and Trustee actions and elections may result in variable funding of these gifts.

3.6 Special Allocation Guidelines: In computing the interrelated exemption-marital gifts, the Trustee shall disregard all assets that would disqualify the marital deduction. In all other respects, the Trustee shall have the sole discretion to select the assets that will constitute the marital gift. In exercising that discretion, the Trustee shall consider the tax advantages and disadvantages of allocating to the marital gift the following:

3.6.1 Assets not qualifying for the marital deduction;

3.6.2 Assets qualifying for the federal estate tax foreign death taxes credit;

3.6.3 Securities qualifying for Internal Revenue Code capital gain corporate stock redemption, unless they exceed the maximum number of shares qualifying for such redemption;

3.6.4 Assets qualifying as Internal Revenue Code income in respect of decedent;

3.6.6 United States Treasury bonds eligible for redemption at par as payment of federal estate taxes; and

3.6.6 Unmatured life insurance policies.

Additionally, the Trustee shall allocate to the exemption equivalent gift that amount of any retirement, profit sharing, or death benefit plan excluded from federal estate taxes.

3.7 Also, the Trustee shall charge and pay from the exemption equivalent gift to the extent of reasonably available assets:

3.7.1 All death taxes payable from such gift; and

3.7.2 All debts and expenses of administration deducted against fiduciary income.

Further, the Trustee May or May not fund all trusts pro rata with insurance proceeds, retirement plan distributions, or other contract payments that are paid to the Trustee, unless the beneficiary designations specifically earmark a particular trust.

3.8 Disclaimer Limitation: Any disclaimer shall not be taken into account in determining the amount of reduction of the marital deduction amount or increase in the non-marital deduction amount needed to increase the deceased spouse's taxable estate to the largest amount that will not result in a federal estate tax, and such reduction of the marital deduction amount shall be computed as though the disclaimer had not been made.

3.9 Death Taxes - Statutory Provisions with Marital Deduction Exception: The deceased spouse directs the Trustee to charge and collect all federal death taxes for assets passing under this trust, under the deceased spouse's will, and outside the deceased spouse's trust or will from those persons sharing in the deceased spouse's taxable estate in accordance with the Probate Code provisions for death tax apportionment and allocation. However, as three exceptions, the deceased spouse directs the Trustee to pay from that portion of the trust estate not constituting a federal estate tax marital deduction gift, without apportionment among the beneficiaries, all federal death taxes chargeable to (1) all transfers under the deceased spouse's will or outside such will constituting federal estate tax marital deduction qualified gifts, (2) any family allowance, and (3) any gift under such will or outside such will designated as "free of all death taxes." It is understood that such statutes provide that if a beneficiary's gift contributes to the deceased spouse's taxable estate, the beneficiary must pay a pro rate share of the tax. Further, the Trustee and the executor shall charge and collect all state death taxes in the same manner as the federal death taxes and not as probate administration expenses. To the extent other assets are available, the Trustee shall not use any qualified retirement plan distribution excluded from federal estate tax under the Internal Revenue Code to pay taxes, debts, or other charges enforceable against the deceased spouse's estate.

ARTICLE FOUR

4. 4.1 The Surviving Spouse's Trust: After the funding of the Exemption Trust estate, the Trustee(s) shall fund the Survivor's Trust with the remaining assets from the original trust estate.

4.1.1 Surviving Spouse's Trust: The surviving spouse may revoke and amend the Surviving Spouse's Trust at any time.

4.1.2 Other Trusts: All other trusts shall become irrevocable and non-amendable.

4.2 Introduction: The Trustee shall hold, administer, and distribute all property allocated to the Surviving Spouse's Trust as follows:

4.2.1 Beneficiary - Surviving Spouse: The beneficiary of this trust shall be as follows:

Income beneficiary: Surviving spouse

Principal beneficiary: Surviving spouse

4.3 Income - Broad Standard: The Trustee shall pay to or for the income beneficiary as much of the net income as the Trustee considers necessary for the income beneficiary's health, education, support, comfort, welfare, or happiness to maintain at a minimum the income beneficiary's accustomed manner of living. The Trustee shall add to principal any net income not so distributed.

4.4 Principal - Broad Standard: If the Trustee considers the income insufficient, the Trustee shall pay to or for the principal beneficiary as much of the principal as is reasonably necessary for the principal beneficiary's health, education, support, comfort, welfare, or happiness to maintain at a minimum the principal beneficiary's accustomed manner of living.

4.5 Guidelines - Other Sources, One Beneficiary: In making distributions, the Trustee, in its reasonable discretion, May consider any other income or resources of the beneficiary known to the Trustee and reasonably available.

4.6 Surviving Spouse's Lifetime Income and Principal General Power of Appointment - Broad Standard: At any time during the surviving spouse's life, the Trustee shall distribute all or any part of the trust, including accrued income and undistributed income, to such one or more persons and entities, including the surviving spouse or the surviving spouse's estate, and on such terms and conditions, outright, in trust, or by creating further powers of appointment, as the surviving spouse shall request by an acknowledged document that specifically refers to this power of appointment.

4.7 Spouse's Last Illness Expenses and Taxes: At the surviving spouse's death, the Trustee, in the Trustee's reasonable discretion, May pay the expenses of the surviving spouse's last illness and funeral, other obligations incurred for the surviving spouse's support, and any estate or inheritance taxes arising by reason of the surviving spouse's death from either income or principal of this trust to the extent they have not been specifically appointed, unless other adequate provisions exist.

4.8 Death Taxes - Surviving Spouse's Will: The surviving spouse directs the Trustee and the surviving spouse's executor to charge and collect all federal death taxes for assets passing under the surviving spouse's will and outside the surviving spouse's will from those persons sharing in the federal taxable estate in accordance with the Probate Code provisions for death tax apportionment and allocation. Further, the surviving spouse directs the Trustee to charge and collect all state death taxes in the same manner as the federal death taxes and not as probate administration expenses. These tax directions shall not apply to any gifts passing under the surviving spouse's will or under this trust designated as "free of all death taxes," and the Trustee shall pay all such death taxes from the remainder of the trust estate without apportionment among the beneficiaries.

4.9 Recovery of Additional Tax Under IRC Section 2207A - Discretionary With Trustee: If the surviving spouse's taxable estate includes the value of property to which section 2044 of the Internal Revenue Code applies, the surviving spouse's executor and Trustee shall have discretion to recover or not to recover from the

person or persons receiving that property as much of the amount that the surviving spouse's estate is entitled to recover under section 2207A of the Internal Revenue Code as they consider appropriate.

ARTICLE FIVE

5. 5.1 Probate Court Jurisdiction Available

5.2 Who May Invoke Court Jurisdiction

5.2.1 After the death of the Trustor(s), only the Successor Trustee and designated persons in interest, e.g., any person entitled to current income distribution or to current distribution of income or principal at the Trustee's discretion may invoke the court's jurisdiction.

ARTICLE SIX

6. 6.1 Trustee's Powers

6.1.1 To carry out the provisions of the trusts created by this instrument, the Trustee shall have the following powers, subject to article eleven, paragraph 11.4, besides those now or later conferred by law:

6.2 Broad Investment Powers, Diversification Not Required

6.2.1 To invest and reinvest all or any part of the trust estate in any common or preferred stocks, shares of investment trusts and investment companies, bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, or other property the Trustee in the Trustee's discretion selects. The Trustee may continue to hold in the form in which received (or the form to which changed by reorganization, split-up stock dividend, or other like occurrence) any securities or other property the Trustee may at any time acquire under this trust, it being the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the trust funds in an aggressive manner assuming greater than customary risks of loss without being restricted to forms of investment that the Trustee may otherwise be permitted to make by law; and the investments need not be diversified; provided, however, the aggregate return of all investments of the trust from time to time shall be reasonable in light of then existing circumstances.

6.3 Power To Retain Property

6.3.1 To continue to hold any property and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust as long as the Trustee considers it advisable.

6.4 Power To Purchase Bonds at Premium

6.4.1 To purchase bonds and to pay any premiums connected with the purchase that the Trustee in the Trustee's discretion considers advisable, provided, however, each premium is repaid periodically to principal from the interest on the bond in a reasonable manner as the Trustee determines and, to the extent necessary, from the proceeds on the sale or other disposition of the bond.

6.5 Power to Purchase Bonds at Discount

6.5.1 To purchase bonds at a discount as the Trustee in the Trustee's discretion considers advisable. If, however, the Trustee determines in the Trustee's discretion that the current yield on the bonds is materially less than the rate of return that the trust could otherwise obtain with equivalent safety, all or a portion of the discount shall be credited periodically to income of the trust in a reasonable manner as the Trustee determines and, to the extent necessary, paid from the proceeds on the sale or other disposition of the bond or from principal.

6.6 Power to Retain or Purchase Unproductive Property

6.6.1 To retain, purchase, or otherwise acquire unproductive property.

6.7 Power to Manage Securities

6.7.1 To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, deposit securities with and transfer title to any protective or other committee on any terms the Trustee considers advisable; and to exercise or sell stock subscription or conversion rights.

6.8 Power to Hold Securities in Nominee's Name

6.8.1 To hold securities or other property in the Trustee's name as Trustee under this trust, in the Trustee's own name or in a nominee's name, or to hold securities unregistered in such condition that ownership will pass by delivery.

6.9 Power To Sell, Exchange, Repair

6.9.1 To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property.

6.10 Power To Lease Including Oil and Mineral Development

6.10.1 To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

6.11 Power to Lend to Trustor's Probate Estate

6.11.1 To lend money to any person, including the probate estate of the Trustor, provided any such loan shall be adequately secured and shall bear a reasonable rate of interest.

6.12 Power to Purchase Property From Trustor's Probate Estate

6.12.1 To purchase property at its fair market value, as determined by the Trustee in the Trustee's discretion, from the probate estate of the Trustor.

6.13 Trustee's Power To Loan to, Buy From, and Sell to Trust Individually

6.13.1 To loan or advance the Trustee's own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust; to purchase assets of the trust at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal.

6.14 Release of Powers

6.14.1 Each Trustee shall have the power to release or to restrict the scope of any power that the Trustee may hold in connection with the trust created under this instrument, whether this power is expressly granted in this instrument or implied by law. The Trustee shall exercise this power in a written instrument specifying the powers to be released or restricted and the nature of any restriction. Any release power shall pass to and be exercised by the Trustee or the Successor Trustee.

6.15 Power to Adjust for Tax Consequences

6.15.1 To take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this trust and its beneficiaries. The Trustee shall have the power to allocate the benefits among the various beneficiaries, and shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts to compensate for the consequences of any tax election that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

6.16 Power To Borrow

6.16.1 To borrow money and to encumber trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust or the joint debts of the trust and a co-owner of the property in which the trust has an interest, or for a Trustor's debts; to guarantee a Trustor's debts.

6.17 Power To Initiate or Defend Litigation and To Compromise

6.17.1 To initiate or defend, at the expense of the trust, any litigation relating to the trust or any property of the trust estate the Trustee considers advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

6.18 Power To Insure

6.18.1 To carry insurance of the kinds and in the amounts the Trustee considers advisable, at the expense of the trust, to protect the trust estate and the Trustee personally against any hazard.

6.19 Power To Withhold Payment If Conflicting Claims Arise

6.19.1 To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this trust without the payment of interest, all or any part of the property, if the Trustee determines in the Trustee's discretion that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise.

6.20 Power To Purchase Treasury Bonds

6.20.1 To purchase in the Trustee's discretion at less than par obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of the Trustor in the amounts the Trustee considers advisable. The Trustee shall exercise the Trustee's discretion and purchase these obligations if the Trustee believes that the Trustor is in substantial danger of death, and may borrow funds and give security for that purpose. The Trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though somewhat excessive amount. The Trustee shall not be liable to the Trustor, any heir of the Trustor, or any beneficiary of this trust for losses resulting from purchases made in good faith. Notwithstanding anything in this instrument to the contrary, the Trustee is directed to pay the federal estate tax due on the Trustor's death in an amount not less than the par value plus accrued interest of the obligations that are eligible for redemption to pay the deceased Trustor's federal estate taxes, without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside the trust estate. The legal representative of the deceased Trustor's estate, or if none was appointed, the Trustee acting under this instrument, shall select the redemption date of these obligations.

6.21 Broad Powers of Distribution

6.21.1 To partition, allot, and distribute the trust estate on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell any property the Trustee considers necessary for division or distribution according to the percentages assigned by the Trustor in Section 5.2.1. In making any division or partial or final distribution of the trust estate, the Trustee is not obligated to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. The Trustee may, in the Trustee's discretion, make a non-pro rata division between trusts or shares and non-pro rata distributions to the beneficiaries if the respective assets allocated to separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market value and income tax bases.

ARTICLE SEVEN

7. 7.1.1 Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the state of Trustor(s) residence at the time of his/her death.

7.1.2 The Trustee must establish a reserve for depreciation of all income producing real and personal property and of capital improvements and extraordinary repairs. In addition:

7.1.3 A reasonable reserve for depletion of all depletable natural resources, including, but not limited to, oil, gas, and mineral and timber property, shall be charged to income from time to time;

7.1.4 Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal;

7.1.5 A reasonable reserve for amortization of all intangible property with a limited economic life including, but not limited to, patents and copyrights shall be charged to income from time to time.

7.1.6 Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust created under this instrument shall go to the next beneficiaries of the trust in proportion to their interest in it. Income accrued or held in trust on the termination of a qualified terminable interest property trust shall go to the beneficiary of that trust immediately before the termination or to his or her estate. This provision shall not apply to income accrued on Treasury bonds redeemed in payment of the Trustor(s)'s federal estate tax.

7.1.7 Among successive beneficiaries of this trust, all taxes and other current expenses shall be deemed to have been paid and charged to the period in which they were paid.

7.1.8 The Trustee need not physically segregate or divide the various trusts, except when segregation or division is required because one of the trusts terminates, but the Trustee shall keep separate accounts for the different trusts.

ARTICLE EIGHT

8. 8.1 Clause Authorizing Additions to Trust

8.1.1 Other property acceptable to the Trustees may be added to these trusts by any person, by the wills or codicils of either Trustor, by the proceeds of any life insurance, or otherwise.

8.1.2 Unless otherwise specified in this instrument or in any instrument of transfer, any addition to any trust that has been subdivided into multiple trusts shall augment proportionately the trusts into which such trust has been divided.

8.1.3 Any addition to a trust that at such time has been wholly distributed shall be distributed to the beneficiary of such trust or, if he or she shall not be living, to his or her then-living issue, on the principle of representation. Any addition to a trust that at such time has been partially distributed shall augment proportionately the distributed and undistributed portions of such trust. Any addition to a trust over which a power of appointment has been exercised shall be held in a separate trust or distributed as if the power had not been exercised, unless the instrument exercising that power specifies the manner in which a subsequent addition to the trust shall be distributed.

8.1.4 As used in this instrument, the term "proportionately" shall mean equally with respect to all trusts set aside for the Trustor's children and, with respect to the trusts for grandchildren into which a trust for a deceased child has been divided, shall refer to a fractional part of the trust set aside for that child, the numerator of which fraction shall be one, and the denominator of which shall be the number of trusts into which the deceased child's trust shall be divided from time to time. Comparable principles shall apply with respect to other beneficiaries.

8.2 Notice to Trustee of Births, Deaths, and Other Events Affecting Interests

8.2.1 Unless the Trustee has received actual written notice of the occurrence of an event affecting the

beneficial interests of this trust, the Trustee shall not be liable to any beneficiary of this trust for distribution made as though the event had not occurred, provided this clause shall not exculpate the Trustee from liability arising from nonpayment of death or generation-skipping taxes that may be payable by the trust on occurrence of an event affecting the beneficial interests of this trust.

8.3 Perpetuities Savings Clause

8.3.1 Unless terminated earlier in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate 21 years after the death of the last survivor of the Trustor living on the date of the Trustor's death. The principal and undistributed income of a terminated trust shall be distributed to the income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. If at the time of termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to the persons who are then entitled or authorized, in the Trustee's discretion, to receive trust payments.

8.4 Spendthrift Clause

8.4.1 No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.

8.4.2 If the creditor of any beneficiary other than the Trustor, who is entitled to any distributions from a trust established under this instrument, attempts by any means to subject to the satisfaction of his or her claim that beneficiary's interest in any distribution, then, notwithstanding any other provision in this instrument, until the release of the writ of attachment or garnishment or other process, the distribution set aside for such beneficiary shall be disposed of as follows:

8.4.3 The Trustee shall pay to or apply for the benefit of the beneficiary all sums the Trustee determines to be necessary for the reasonable health, education (including study at an institution of higher learning or vocational school), and support of the beneficiary according to his or her accustomed mode of life; and

8.4.4 The portion of the distribution that the Trustee determines to exceed the amount necessary for health, education (including study at an institution of higher learning or vocational school), and support, shall in the Trustee's discretion either be added to and become principal in whole or in part or be paid to or applied for the benefit of the other beneficiaries then entitled to receive payments from any trust established under this instrument, in proportion to their respective interests in the trust estate; or, if there are no other beneficiaries, the excess income may be paid to or applied for the benefit of the person or persons presumptively entitled to the next eventual interest, in proportion to their respective interest in the trust.

8.5 Choice-of-Law Clause

8.5.1 The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of residency of the Trustor at the time of his/her death. This shall apply regardless of any change of residence of the Trustee or any beneficiary, or the appointment or substitution of a Trustee residing or doing business in another state. If the situs or place of administration of the trust is changed to another state, the law of that state shall govern the administration of the trust.

8.6 Gender and Number

8.6.1 In this instrument, in all matters of interpretation, whenever necessary to give effect to any

provision of this instrument, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural, and the plural shall include the singular.

8.7 Headings

8.7.1 The headings, titles, and subtitles are inserted solely for convenient reference and shall be ignored in any construction of this instrument.

8.8 Articles

8.8.1 Whenever this document refers to a provision contained in a specific article, the reference shall be to that article of this instrument.

8.9 Statutes, Codes, and Regulations

8.9.1 All references to specific statutes, codes, or regulations shall include any successors. The term "Internal Revenue Code" shall refer to the Internal Revenue Code of 1954, as amended from time to time, and to any successor statute to it.

8.10 Trustees and Fiduciaries

8.10.1 All references to Trustees, special Trustees, or any other fiduciary shall refer to the individuals or institutions serving from time to time in such capacity under this instrument.

8.11 Distribution by Representation

8.11.1 Whenever this instrument directs that distributions be made to the Trustor's then-living issue, on the principle of representation, distributions shall be made in equal shares to the Trustor's children, excluding each child who is not living on the happening of the event requiring distribution and who has no issue then living, but including, by right of representation, the then-living issue of each deceased child.

8.12 Shall and May

8.12.1 The use of the word "shall" indicates a mandatory direction, while the use of the word "may" indicates a permissive, but not mandatory, grant of authority.

8.13 Definitions

8.13.1 Education

8.13.1.0.1 Whenever provision is made to pay for the education of a beneficiary, the term "education" shall include vocational school, college, and postgraduate study if in the Trustee's discretion it is pursued to advantage by the beneficiary at an institution of the beneficiary's choice. In determining payments to be made to the beneficiary for education, the Trustee shall consider the beneficiary's reasonable related living and traveling expenses.

8.13.2 Issue and Children

8.13.2.1 In this instrument, the term "issue" refers to lawful lineal descendants of all degrees, and the

terms "child," "children," and "issue" do include adopted children who were minors at the date of adoption.

8.13.2.2 The terms "issue," "child," and "children" include a child born out of wedlock if a parent-child relationship existed between the child and his or her deceased parent, determined under California law.

8.13.3 Spouse, Husband, or Wife

8.13.3.1 References in this trust to a person's spouse, husband, or wife shall mean any individual who is that person's then lawfully married spouse (determined by the laws of the jurisdiction in which the person then resides), except that an individual shall not be considered a spouse, husband, or wife unless that individual is living with the person as husband or wife (disregarding temporary absences due to vacation, illness, or other emergency) at the time it is necessary to determine the individual's status as a spouse, husband, or wife. The term "spouse," "husband," or "wife" also shall include a widow or widower, if that individual was residing at the time of the deceased person's death with the deceased as husband or wife (disregarding temporary absences due to vacation, illness, or other emergency). This determination shall be made in the Trustee's discretion.

8.13.4 Charitable Organization

8.13.4.1 As used in this instrument, the term "charitable organization" shall mean any organization or trust, contributions to which are deductible under Internal Revenue Code Sections 501(c)(3), 2055, and 2522 at the time any distributions shall be made to the organization or trust under this instrument.

8.14 No-Contest Clause

8.14.1 If any beneficiary under this trust, singly or in conjunction with any other person or persons, contests in any court the validity of this trust or of a deceased Trustor's Last Will or seeks to obtain an adjudication in any proceeding in any court or any of its provisions or that such Will or any of its provisions is void, or seeks to otherwise to void, nullify, or set aside this trust or any of its provisions, then that person's right to take any interest given to him or her by this trust shall be determined as it would have been determined if the person had predeceased the execution of this declaration of trust without surviving issue. The provisions of this paragraph shall not apply to any disclaimer by any person of any benefit under this trust or under any Will.

8.14.2 The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

8.15 Distribution of Income

8.15.1 All required distributions of income shall be made at least annually.

8.16 Claims of Creditors

8.16.1 The Trustees shall not be personally liable to any creditor or to any other person for making distributions from any trust under the terms of this instrument if the Trustees have no notice of the claim of such creditor.

8.17 Survivorship Provisions: All Beneficiaries Requires To Survive Trustor by Thirty Days

8.17.1 Except as otherwise specifically provided in this instrument, if any person named herein fails to survive the Trustor for thirty days, for all purposes of this trust, the person shall be considered to have

predeceased the Trustor.

8.18 Disclaimers

8.18.1 Any beneficiary shall have the right to disclaim all or any part of any interest in property to which he or she may be entitled under this instrument. Except as otherwise provided here, any interest so disclaimed shall be distributed as if the beneficiary shall be affected by the disclaimer, unless that interest also shall be disclaimed.

8.19 Powers of Appointment

8.19.1 Except as otherwise specifically provided herein, all provisions of this instrument regarding distribution of any trust shall be subject to the exercise of any power of appointment over the trust given under this instrument.

8.19.2 If, on the expiration of six months after the death of any person holding a power of appointment given him or her in this instrument, no instrument purporting to exercise that power has been brought to the attention of the Trustee after reasonable investigation, any property may be distributed according to the terms of this instrument as if the power had not been exercised. If a document purporting to exercise the power shall be located later, the Trustee shall not be liable to the appointees under the exercise, and the rights of the appointees and the persons receiving property from the Trustee shall be governed by applicable law.

8.19.3 Any power of appointment given herein may be exercised by the beneficiary of the power even if the assets constituting the trust over which the power is exercised has not been received by the Trustee on the date of the death of the beneficiary.

8.19.4 Any exercise of a lifetime power of appointment shall be implemented immediately on the exercise of the power. A testamentary power shall not apply to any property over which a beneficiary has exercised his or her lifetime power.

8.19.5 A testamentary power shall be considered to have been exercised only if, by specific reference to the power in his or her will or codicil, a beneficiary has expressed an intention to exercise it.

8.20 Payments to Beneficiary Under Disability or to Minor Beneficiary

8.20.1 Payments to any beneficiary who is a minor or is under any other disability may be made for the beneficiary's account to the beneficiary's conservator, guardian of the person, custodian under the Uniform Gifts to Minors Act, parent, or any other suitable adult with whom the beneficiary shall reside, or may be applied for the beneficiary's benefit. Sums may be paid directly to minor beneficiaries who, in the fiduciary's judgment, have attained sufficient age and discretion to render it probable that such sums will be properly expended. No bond or other security shall be required of any such payee.

8.20.2 No distribution under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of the beneficiary's parents to support him or her in accordance with the laws of the state of the parents' domicile from time to time, unless a court of competent jurisdiction determines that this distribution is necessary for the minor's support, health, or education.

9. Accounting by Successor Trustee

9.1 The Successor Trustee shall account to the adult beneficiaries of the trusts created by this instrument and, to the extent permitted by law, the written approval of the adult beneficiaries shall bind minor and contingent remainder interests.

ARTICLE TEN

10. Trustee's Compensation

10.1 The Trustee shall be entitled to pay himself or herself reasonable compensation from time to time without prior court order.

10.2 In any event, the Trustee shall be entitled to be reimbursed for any expenses of the trust that the Trustee has paid.

ARTICLE ELEVEN

11. Name of Trust

11.1 The trusts created in this instrument may be referred to collectively as the The Family Trust, and each separate trust created in this instrument may be referred to by adding the name of the beneficiary.

ARTICLE TWELVE

12.

12.1 Pet Guardian Provisions: The Trustor declares that he/she intends to appoint a "PET GUARDIAN" for his/her pets and leave sufficient funds to the PET GUARDIAN in order to ensure that their pets have funding available for the proper care and management of their animals. The designated PET GUARDIAN shall coordinate with the Successor Trustees of this Trust to ensure that proper funds are allocated for the care and maintenance of said animals intended to be protected by this Trust.

12.2 Sub Trust Created: The Trustor intends that a subtrust be created and administered by the appointed Pet Guardian. This sub trust will be funded as described below and kept in a separate bank account designated by the Pet Guardian. All funds so set aside in this sub trust shall be allocated by the Pet Guardian for the care and management of the animals protected by this agreement.

In this regard, the Trustor declares as follows:

Animal Protected:	Designated Pet Protector:	Amount Set Aside:	Annual Funds:
Jaws	Frieda Williams	5000	

ARTICLE THIRTEEN

13. Execution and Acknowledgment

13.1 Signature Clause - Trustor: The Trustor certifies that the Trustor has read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the trustee is to hold, manage, and distribute the trust estate. The Trustor approves the Declaration of Trust in all particulars and request that the trustee sign it.

Dated: 2017-03-08

By: John Smith , Trustor

Signature:

By: Jane Smith , Trustor

Signature: