Estate Helper

July 17, 2026

John Doe
Jane Doe
9870 Research Drive
Irvine, California 90268

Re:

Dear John Doe and Jane Doe,

Thank you for choosing to prepare your revocable living trust with Estate Helper. For your benefit, we have included the following information with your revocable living trust to help you make your documents legally valid in the State of California.

First, we have included "**Signing Your Documents**," a sheet of instructions for working with a Notary Public and independent witnesses. Second, we have provided "**Funding Your Revocable Trust**," instructions on how—after you have signed your documents—to transfer your property into your trust. Property must be placed into your trust in order for your trust to be effective. Remember that if you do not take either of these final steps, you will not avoid probate.

The comprehensive set of documents attached includes:

1. **.** This document is your revocable living trust which governs the administration of the property you transfer into your trust during your lifetime. You have absolute control over your trust until you die or are incapacitated and unable to oversee it. When either of those events happens, the individual you named as your successor Trustee will oversee your trust according to the provisions you wrote in your trust.

2. **Memorandum of Personal Property (Schedule E)**. This document will instruct your successor Trustee on how to distribute your personal property (jewelry, family heirlooms, etc.). Please take the time to write out your wishes. By doing so, you will be properly passing on items that may be very meaningful to your loved ones.

3. **Certificate of Trust.** This is a summary version of your revocable living trust which can be useful when your financial institutions request a copy of your trust. In California, this version rather than the full version can be used to transfer property into the trust.

4. **Assignment of Property.** This document will transfer all of your property that does not have a legal title (furniture, clothing, antiques, etc.) into your trust. Any other property with legal title can be transferred into your trust by following the "**Funding Your Revocable Trust**" instructions. Your assets that do have a legal title are also referenced on this assignment document because in some states it is important to show your intent to transfer assets with legal title into your trust. You should not interpret the inclusion of these assets on this document as enough to legally transfer them into your trust. You must still take the steps outlined in these instructions to transfer those assets with legal title into your trust.

5. **Assignment of Business Interest.** This document will transfer any sole proprietorship or general partnership interest into your trust. For any other business interest, this document will merely demonstrate your intent to transfer it into your trust, but you must take extra steps (i.e., obtain a reissued stock certificate for a corporation in order to finalize the transfer of the business into your trust). Direct any questions to your company's legal counsel.

6. **Assignment of Contractual Interests.** This document will transfer any type of interest such as royalties, licensing, commissions, loan payments, and other contractual payments into your trust. Some types of contractual rights may not be assigned and some terminate on the recipient's death. The contract should describe what options you have with regard to these interests. Direct any questions to your legal counsel.

7. **Last Will and Testament.** You need a backup plan in the event that you forget or fail to transfer your property into your trust. Your Last Will and Testament provides instructions to the probate court on how you wish to distribute your property. Because you have purchased a trust, we have provided both of you with complimentary pour-over wills.

Simply read through the instructions, be careful to do what they tell you to do, and then you can rest knowing that your documents are legally valid. Also, remember that any amendments must be made and executed using the same formalities as the original documents.

If you need to update your documents in the future or make any changes, please contact customer service. We will be happy to assist you with any updates or changes that need to be made. Updates and changes made after 30 days from receiving your documents are subject to an update fee.

Please let us know how we can best serve you at contact@estatehelper.com or (800) 295-6026.

Estate Helper

Disclaimer: Estate Helper is not a law firm or a substitute for an attorney or law firm. We cannot provide any kind of advice, explanation, opinion, or recommendation about possible legal rights, remedies, defenses, options, selection of forms or strategies. Communications between you and Estate Helper are protected by our Privacy Policy but not by the attorney-client privilege or as work product. Estate Helper may provide access to independent attorneys and self-help services at your specific direction. Clients seeking attorney services are encouraged to contact any attorney directly to determine if the attorney fits the needs of the client. Estate Helper or any of its members, managers, officers, directors, or employees does not make any representation of the competency or expertise of any attorneys, or the quality of their services. Anyone wishing to retain an attorney should undertake their own inquiry as to the specific background, education, qualification, and fees of the specific attorney and their services.

The First Step in Finalizing Your Trust: Signing Your Documents

Planning your estate is only the initial step. Now comes the significant step of signing your documents to ensure that they will be recognized as legally valid by the courts in California.

Under California state law and as specified below, you must sign your estate planning documents in front of either two (2) independent witnesses or a Notary Public. The **Last Will** must be signed in the presence of two (2) independent witnesses, who must also sign the document. (**Notarization alone is not sufficient for a California Will.**)

Your **independent witnesses** should not be related to you by blood or marriage, a minor, or a beneficiary of one of your estate documents. All of the witnesses must be in the same room with you and watch as you sign (execute) your documents. Then these witnesses will sign each document that you signed.

Licensed by the government of a state, a **Notary Public** acts as an impartial witness to the legal signing of a document. This person will have had an official Notary Public stamp or seal created after he or she met all of the state's requirements. When you execute your documents, the Notary Public will watch you sign the documents and then will fill out the special notary form—called an acknowledgment—on the back of or at the bottom of your legal documents. After signing and stamping the acknowledgment, you will have to provide identification to the Notary Public for the notary journal. Then you will have to sign the journal and, depending on the state that you are residing in, perhaps provide a thumbprint or additional information. Acceptable forms of identification are a driver's license issued by any state, a state ID card, a United States passport, a foreign passport stamped by the government, a United States military ID card, and, depending on the state in which you live, other forms of identification as well. Be sure to bring one of these to your appointment with the Notary Public. Notary Public fees are established by statute in every state. States establish fees on either a per signature basis or a per page basis. You may want to call ahead and ask questions before hiring your Notary Public to see what the fee will be for every document that you need to execute. You can usually find a Notary Public at your bank, at UPS stores, AAA Automobile Clubs, or by searching online. Some Notary Publics will travel to your location.

The witnessing and notarization should occur at the same location and time. Carefully read the instructions below for each document.

1. **.** In front of a Notary Public, sign and date after the section entitled "EXECUTION OF TRUST." Before ARTICLE ONE and in ARTICLE TWO, write the date you signed your revocable trust. A Notary Public will need to notarize your signatures.

2. **Memorandum of Personal Property (Schedule E).** Writing out your wishes will minimize family disputes as you pass meaningful items on to your loved ones. This document and this document alone may be signed and dated without a Notary Public and without independent witnesses, and you can create a new memorandum at any time throughout the course of your lifetime. If you do a revised memorandum of personal property, make sure that you properly dispose of the prior memorandum, or a family dispute may result.

3. **Certificate of Trust.** In front of a Notary Public, write in the date you signed your revocable trust; under Taxpayer Identification Number, write in the social security number of the primary person listed on your tax return, and then sign and date. A Notary Public will need to notarize your signatures.

4. **Assignment of Property.** In front of a Notary Public, write in the date you signed your revocable trust, and then sign and date. A Notary Public will need to notarize your signatures.

5. **Assignment of Business Interest.** In front of a Notary Public, sign and date this document. A Notary Public will need to notarize your signatures. If your business is not a sole proprietorship or general partnership, you must also work with the Secretary of the Corporation to retitle the shares of the stock you own into the name of your trust. Direct any questions to your company's legal counsel.

6. **Assignment of Contractual Interests.** In front of a Notary Public, write in the date you signed your revocable trust, and then sign and date. A Notary Public will need to notarize your signatures. Once the assignment is executed, you will want to forward a copy to the other party to the contract so they know to title the payments in the name of your trust. Direct any questions to your legal counsel.

7. **Last Will and Testament.** In front of two (2) independent witnesses, fill in the date of your Revocable Trust under the article entitled "REMAINDER OF ESTATE," and then sign and date your Last Will and Testament. The two (2) independent witnesses must sign and fill in their information after you sign the document to ensure that it will be considered legally valid by the courts in California.

After you have signed all your documents, you have completed the first of two important steps. You must now take the second step and place your property into your trust. Please refer to the next document entitled "**Funding Your Revocable Trust.**"

The Second Step in Finalizing Your Trust: Funding Your Revocable Trust

Once your documents have been signed and notarized and/or witnessed, you have completed the important first step of making your revocable living trust legally valid.

The crucial second step in this process is to transfer your property into your revocable trust, an action also referred to as funding your revocable trust. If you do not transfer your property into your revocable trust, then either that property will not be administered based on the terms of your revocable trust, or your heirs will have to take probate action using your pour-over will in order to have that property moved into your trust after you die. Only then would your trust govern the disposition of that property.

When you want to put an asset into your revocable trust, it is necessary to have either title to the asset or the beneficiary designation registered in the name of the Trustee of your revocable trust and dated when you originally executed your trust, as follows:

> **John Doe and Jane Doe, Trustees of , UTA, dated _______________ __, *20*__, and any amendments thereto**.

Here are the steps you need to take to fund your trust. *Note: Certain steps will not apply to you if you do not have the type of property being addressed.*

1. When you signed and notarized your **Assignment of Property**, you transferred every item without a title that you own (furniture, clothing, antiques, etc.) to your revocable trust which specifies that the Trustees will distribute the items per your instructions. No further action is required. (Automobiles are not transferred by this assignment as title should be revised using the proper form at the Department of Motor Vehicles in your state, or some membership organizations such as AAA may handle the retitling of your vehicle.)

2. If you own **real estate**, you need to prepare a transfer deed and then record it in the Recorder's office in the county where that property is located. For an additional fee, you may contact Ziebold Law Group in Irvine, California at 949-788-1819 or online agency Udeed at 866-486-5500 or udeed.com to prepare and record your transfer deed for you. In the event you should refinance your real property, please be advised that the finance company may insist that your real property be taken out of your trust. It is your responsibility to make sure the property is put back into your trust once the refinance is complete.

3. For any **bank accounts** (checking, savings, money market, certificates of deposit, etc.), contact the institution and ask for a change of account form. If you have any questions or concerns, the institution can help you be sure that you are both transferring the account into your trust and indicating that you and your spouse are the Trustees of the trust and that you will have control over the accounts during your lifetimes.

4. For any **investment accounts** at institutions such as Merrill Lynch, Morgan Stanley, J.P. Morgan, UBS, Charles Schwab, or other financial companies, find out from the financial service company which accounts you should transfer directly into your trust and which accounts have designated beneficiaries that will already avoid the probate process. To be specific, IRAs, 401(k)s, and similar accounts cannot be owned by a revocable trust. It is important, however, that you work with your financial adviser to coordinate all your beneficiary designations on such accounts. Doing so will ensure that your wishes are carried out after your death.

   Furthermore, some third-party administrators of certain types of investment(s) or investment account(s), such as 529 Plans, may or may not allow you to place your specific investment(s) or investment account(s) into a trust. You will need to contact the third-party administrator of your specific investment(s) or investment account(s) for guidance, assistance, and any necessary forms to coordinate and facilitate the transfer of your specific investment(s) or investment account(s) into your trust.

5. For any **stock or ownership in an entity such as a limited partnership or limited liability company**, contact the company, corporation, or partnership to learn how to transfer your ownership into your trust. If you have a physical certificate, such as a stock certificate, contact the company and ask to have the physical certificate reissued in the name of your trust (instead of you individually). When you ask the corporation, partnership, or company to transfer the interest into your trust, send a photocopy of the signed **Assignment of Business Interest** document in your trust package.

6. For any **contractual interest**, you will need to read the contract to determine if it can be assigned to your trust.

7. If you own **life insurance and/or annuities**, contact the salesperson and work with him or her to designate the beneficiary on that property. The life insurance or annuity company will probably have its own forms, and the person who sold you the product will be able to get the appropriate form(s) for you. In most cases with life insurance, the primary beneficiary will be the trust and your spouse will be the contingent beneficiary. However, you should consult your salesperson in order to determine the appropriate beneficiary designations appropriate for you.

8. If you own **United States Savings Bonds**, you will need to fill out Department of the Treasury forms. These forms and instructions can be found on the Treasury Department's website at www.treasurydirect.gov.

9. For **any type of property** not mentioned in these instructions, contact Estate Helper customer service.

Estate Helper is here to help you in any way we can as you prepare to provide for your family. Again, if we may be of service, please do not hesitate to contact us at contact@estatehelper.com or (800) 295-6026.

This is a Trust Agreement, hereinafter referred to as the "Agreement," dated _______________ _____, 20___, between ourselves, **John Doe** and **Jane Doe**, who will be hereinafter referred to as the Settlors collectively or as a Settlor individually or by personal pronoun, and **John Doe** and **Jane Doe** who shall hereinafter be referred to as the "Trustees." The Trustees agree to hold certain property contributed to this Trust by the Settlors and administer the property in the manner set forth in this Agreement.

ARTICLE ONE

PERSONAL INFORMATION

1.01 Marital Status. The Settlors are married to each other.

For purposes of this instrument, each beneficiary and/or child will be treated independently from any other beneficiary and/or child and some beneficiaries and/or children may receive extremely different amounts or no amount at all. This is not a misunderstanding of the Settlor(s), the structure of this estate plan is intended to provide for the beneficiaries and/or children described throughout this instrument accordingly.

1.03 County of Residency. We are residents of Orange County, California.

ARTICLE TWO

CREATION OF TRUST

2.01 Name of Trust. This trust shall be called , and each separate trust created hereunder shall be referred to by the name of the subtrust. For example, a separate trust for the benefit of a beneficiary shall be referred to by adding the name of the beneficiary or designation of a separate trust as set forth hereafter in this Agreement. The full name of the trust for purposes of funding the trust shall be:

> **John Doe and Jane Doe, Trustees of , UTA, dated _______________ __, *20*__,and any amendments thereto.**

2.02 Effective Date. This Agreement shall be effective as of the date that both the Settlors and the Trustees sign this Agreement.

2.03 Definition of Trust Property. All property contributed to this trust by way of assignment, deed transfer, change of account paperwork, or any other method shall be held, administered, and distributed as set forth in this instrument. The Settlors intend to transfer all of the property listed on **Schedule A**, **Schedule B**, and **Schedule C** of this Agreement to this trust and shall take all necessary steps to do so during their lifetimes. All community property of the Settlors that is contributed to this trust shall be set forth on **Schedule A**. All separate property of Settlor husband shall be set forth on **Schedule B**. All separate property of Settlor wife shall be set forth on **Schedule C**. It is the intention of the Settlors that any community property, quasi-community property, or separate property that is contributed by one of the Settlors to this trust shall continue to retain its community, quasi-community, or separate property character after contribution to this trust, and each type of property shall be administered differently pursuant to the terms of this document based on what type of property it is.

2.04 Additional Actions. The Trustees are instructed to take any and all necessary actions to facilitate the transfers of the assets on these schedules to this trust after either Settlor's death if any of the actions of either Settlor were ineffective in transferring the assets listed on the property schedules to this trust.

2.05 Additions of Trust Property. The Trustees may accept additions to this trust from any source, and any additions shall become part of the trust property that the Trustees shall administer as set forth herein.

2.06 Nonprobate Transfers of Community Property. Disposition of the community property of the Settlors shall be solely governed by the terms of this document and not by any terms of the California Probate Code (specifically referencing sections 5040 through 5048 and any future sections that supersede or change these sections as of the date of execution of this trust).

ARTICLE THREE

RIGHTS AND POWERS OF SETTLORS

3.01 Power of Revocation and Amendment. During the Settlors' joint lifetimes, they may amend or revoke this trust with respect to their share of the community property, their share of the quasi-community property, and their separate property for any reason. After the death of the Deceased Settlor, the Survivor's Trust created hereunder shall continue to be revocable and amendable by the Surviving Settlor. After the death of both Settlors, all of the provisions of every trust created hereunder shall be irrevocable. The Settlors must amend or revoke this trust in the same manner, and by using the same formalities, that were followed in the creation of this Agreement, such as a signed and notarized amendment. A Conservator or an Attorney-in-Fact under a validly executed Power of Attorney by either Settlor may not amend or revoke this Agreement irrespective of whether the relevant powers are listed in any such Power of Attorney. Any revocation or amendment of this trust by one Settlor must be accompanied by a notice to the other Settlor, whether written or oral, that indicates that a portion of the trust is being amended or revoked, in order to ensure that both Settlors understand at all times the status of the trust. Any amendment or revocation signed by both Settlors shall not need any notice as described above in this paragraph.

3.02 Trustees Responsibility on Revocation. After any revocation of this trust, the acting Trustees shall be required to deliver the trust property affected by that revocation to the Settlor or Settlors who revoke a portion or all of the trust after paying any outstanding liabilities that were incurred in the administration of the trust by the Trustees.

ARTICLE FOUR

ADMINISTRATION DURING SETTLORS' JOINT LIFETIMES

4.01 Distributions During the Settlors' Joint Lifetimes. During the Settlors' joint lifetimes, the Trustees shall make the following distributions from the trust property.

(a) Community Property: The Trustees shall make the following distributions from the community property held by the trust.

(i) Income: The Trustees shall pay to or pay for the benefit of the Settlors all of the income of the community property in monthly or more frequent installments as the Trustees and the Settlors shall agree on. Any income not paid to the Settlors or paid for the benefit of the Settlors shall be added to the Principal of the trust and remain community property.

(ii) Principal: The Trustees shall pay to or pay for the benefit of the Settlors as much of the principal of the trust that is classified as community property as the Trustees and the Settlors shall agree on.

(b) Quasi-Community Property: The Trustees shall make the following distributions from the quasi-community property of the trust, if any is held by the trust.

(i) Income: The Trustees shall pay to the Settlor who contributed property that is classified as quasi-community property all of the income of the quasi-community property in monthly or more frequent installments as the Trustees and the Settlor shall agree on. Any income not paid to the Settlor or paid for the benefit of the Settlor shall be added to the Principal of the trust and continue to keep the classification as quasi-community property.

(ii) Principal: The Trustees shall pay to or pay for the benefit of the Settlor who contributed the quasi-community property to the trust as much of the principal of the trust that is classified as quasi-community property as the Trustees and the Settlor shall agree on.

(c) Separate Property: The Trustees shall make the following distributions of separate property from this trust, if any is held by the trust.

(i) Income. The Trustees shall pay to the Settlor who contributed property that is classified as separate property all of the income of the separate property in monthly or more frequent installments as the Trustees and the Settlor shall agree on. Any income not paid to the Settlor or paid for the benefit of the Settlor shall be added to the Principal of the trust and continue to keep the classification as separate property.

(ii) Principal. The Trustees shall pay to or pay for the benefit of the Settlor who contributed the separate property to the trust as much of the principal of the separate property as the Trustees and the Settlor shall agree on.

4.02 Distributions to Settlors if Incapacitated. At any time that either Settlor is unable to personally request a distribution from the trust due to incapacity, then the Trustees shall first listen to and follow the instructions of any acting agent under a validly exercised Power of Attorney by either Settlor with regard to making distributions to either Settlor pursuant to this section. If there is no acting agent, then the Trustees shall be able to pay on behalf of the incapacitated Settlor as much of the income and principal as is necessary for the incapacitated Settlor's health, education, maintenance, and support in the Trustees' sole discretion.

4.03 Requested Distributions of Principal. Notwithstanding any of the above, if a Settlor of the trust requests a distribution of principal then the Trustees shall provide as much of the principal, up to the entire amount of the Settlor's interest in the community property, quasi-community property and separate property as the Settlor shall request from the Trustees. Any distribution of community property during the Settlors' joint lifetimes must be approved by both Settlors prior to the Trustees making the distributions to the withdrawing Settlor.

4.04 Gifts. The Trustees shall have the power to make gifts. Pursuant to this power, the Trustees shall make gifts within the following classes of people or entities:

(a) Any of the Settlors' immediate family, defined as children, grandchildren, parents, and siblings, up to the annual gift tax exclusion.

(b) Any 501(c)(3) charitable organization that the Settlors gave money or property to throughout the Settlors' lifetimes.

(c) Any 501(c)(3) charitable organization that the Trust Protector approves for such a gift of the principal or income of the trust.

ARTICLE FIVE

TRUST ADMINISTRATION UPON THE DECEASED SETTLOR'S DEATH

5.01 Payment of Estate Expenses. After the death of the first Settlor (herein referred to as the "Deceased Settlor"), the Trustees shall have the obligation to pay any and all expenses, taxes, debts, contractual obligations, and the like with respect to those items that were incurred during the Deceased Settlor's lifetime. With respect to any assets that were included in the taxable estate of the Settlor that generated a federal or state level estate tax, the Trustees are instructed to pay to the personal representative of the estate, if any, amounts to cover the estate tax on the property held in this trust. If there is no personal representative, then the Trustees may pay directly to the taxing authority the estate taxes that will be due on the assets held within this trust.

5.02 Deferral of Distribution. When the Trustees are instructed to divide the trust estate into different shares on the death of a Settlor, the Trustees shall have the ability to defer the actual distribution or division into separate shares if the Trustees need additional time to gather assets that were owned by the trust, value assets owned by the trust, determine exact expenses of the trust such as taxes or other debts owed by the deceased Settlor, or for any other reason that is necessary in order to perform the Trustees' duties in the trust administration. During this time the Trustees may obtain a separate tax identification number and administer the trust as an administrative trust prior to the final distribution or creation of the Pooled Trust or any subtrusts as set forth herein.

5.03 Memorandum of Personal Property. The Deceased Settlor may leave a letter or other written document stating that some or all of the personal property of the Deceased Settlor is to go to certain beneficiaries. Any such writing is hereby incorporated by reference into this trust, and the Trustees are instructed to follow any such instructions when making specific distributions of assets from the trust property. If for any reason the writing is not legally enforceable due to changes in the law or some other reason, then the Deceased Settlor directs the Trustees to consider any such written statements by the Settlor when making final distributions of the trust estate. Any such written instructions shall be given the maximum effect under state law when the Trustees are making final distributions of the trust estate whether the written document was created before, on the same date of, or after this trust. If the recipient of a piece of personal property has predeceased the Settlor, then that bequest shall lapse. The Settlor or Settlors have attached an initial personal property memorandum as **Schedule E** to this trust, and this memorandum is incorporated into this trust by this reference.

5.04 Personal Property Distributions. Unless a memorandum of personal property is created by the Deceased Settlor as set forth above, then all of the personal property of the Deceased Settlor shall pass according to the different shares of trust property created below.

5.05 Distribution to Survivor's Trust. After the death of the Deceased Settlor, all of the remaining trust property shall be allocated to the Survivor's Trust created under this document, the terms of which are set forth below.

ARTICLE SIX

SURVIVOR'S TRUST

6.01 Payments of Income. The Trustees shall pay to or apply for the benefit of the Surviving Settlor all of the net income of the Survivor's Trust in convenient distributions that shall be determined by the Surviving Settlor. If the Surviving Settlor is incapacitated for any reason, the Trustees shall apply as much of the income of the Survivors Trust as is necessary for the benefit of the incapacitated Settlor as the Trustees determine is necessary in the Trustees' sole discretion.

6.02 Payments of Principal. The Trustees shall pay to or apply for the benefit of the Surviving Settlor as much of the principal of the trust as the Trustees deem proper for the Surviving Settlor's comfort, welfare, and happiness. The decisions of the Trustees regarding distributions under this section shall be solely within the discretion of the Trustees. If the Surviving Settlor is incapacitated for any reason, the Trustees shall apply as much of the principal of the Survivor's Trust as is necessary for the benefit of the incapacitated Settlor as the Trustees determine is necessary in the Trustees' sole discretion.

6.03 Right of Withdrawal. The Surviving Settlor shall have the absolute right, at any time, to withdraw any portion or all of the principal of the Survivor's Trust upon request to the Trustees.

6.04 General Power of Appointment. On the death of the Surviving Settlor, any portion of the remaining trust property held in the Survivor's Trust may be distributed to any person or entity as the Surviving Settlor may choose by a signed writing. This signed writing, which may include a last will and testament or any other signed writing, must indicate the desire to exercise the power of appointment granted under the Survivor's Trust created by this instrument, and be signed and dated by the Surviving Settlor, in order to be a valid exercise of the power of appointment. This power of appointment shall be considered to be a general power of appointment and may, but does not have to be, be exercised in favor of the Surviving Settlor, the Surviving Settlor's estate, the creditors of the Surviving Settlor, or the creditors of the Surviving Settlor's estate.

6.05 Specific Bequests. Upon the death of the Surviving Settlor and prior to the distribution of the entire trust estate, the Surviving Settlor directs the Trustees to make the following specific bequests to the following named beneficiaries.

(a) Cash to Joe. If Joe predeceases the Settlor, then the specific bequest to Joe shall lapse.

6.06 Disposition of Trust on Death of Surviving Settlor. Upon the death of the Surviving Settlor, the Trustees shall administer the remaining estate pursuant to Article 7.

ARTICLE SEVEN

TRUST ADMINISTRATION AFTER THE DEATH OF THE SURVIVING SETTLOR

7.01 Payment of Taxes and Expenses. On the death of the second Settlor (hereinafter called the "Surviving Settlor"), prior to adding the remaining property held in the Survivor's Trust to the Pooled Trust described in this Article, the Trustees shall pay any expenses of trust administration including any estate taxes, funeral expenses, and any other expenses generated in the administration of the trust out of the assets of the Survivor's Trust. After these are paid and any final tax returns are filed, then the remaining assets of the Survivor's Trust that are allocated to the Pooled Trust for the benefit of the Settlors' descendants shall be administered as set forth below.

7.02 Memorandum of Personal Property. The Surviving Settlor may leave a letter or other written document stating that some or all of the personal property of the Surviving Settlor is to go to certain beneficiaries. Any such writing is hereby incorporated by reference into this trust, and the Trustees are instructed to follow any such instructions when making specific distributions of assets from the trust property. If for any reason the writing is not legally enforceable due to changes in the law or some other reason, then the Surviving Settlor directs the Trustees to consider any such written statements by the Settlor when making final distributions of the trust estate. Any such written instructions shall be given the maximum effect under state law when the Trustees are making final distributions of the trust estate whether the written document was created before, on the same date of, or after this trust. If the recipient of a piece of personal property has predeceased the Settlor, then that bequest shall lapse. The Settlor or Settlors have attached an initial personal property memorandum as **Schedule E** to this trust, and this memorandum is incorporated into this trust by this reference.

7.03 Personal Property Distributions. With respect to the division of the Settlors' tangible personal property, it is the Settlors' desire that the beneficiaries not dispute over who receives which items of personal property. Therefore, it is the Settlors' intent that if they cannot agree on how items are to be distributed by the Trustees, that the Trustees attempt to find a method of distribution that the beneficiaries can all accept as fair and that takes into account the emotional value that various items have for various family members. This Section shall only apply to items of personal property that are not disposed of by way of specific bequest or by the personal property memorandum as set forth herein. Furthermore, the term "child" is used below; however, if the Settlors have no children, then the beneficiaries of the trust may also go through the same procedures to determine who receives what pieces of personal property. By way of illustration and not as a directive, here are some possible methods of distribution:

(a) Rotating Choice. A family meeting is held and attended by the Settlors' children where the Settlors' children take turns choosing items, which may be grouped by type or approximate value. The order of choice is determined in advance by a random method (such as drawing numbers).

(b) Bidding with Points. Each child is given a certain number of points that they can bid with, say five hundred thousand (500,000). Then, using their points, they bid on the items that they want. The bidding can be done in a family meeting attended by each child, or it can be done by mail, by email, or in any other medium decided by the Trustees, where each child receives a complete description of all of the items prepared by the Trustees, and then the child provides his or her bid or each item. If any child is a minor, then the child's acting guardian shall bid on his or her behalf.

7.04 Disclaimer of Any Bequests. If any beneficiary disclaims any bequest or gift for that beneficiary as set forth herein, then the Trustees shall treat that beneficiary and all of that beneficiary's heirs as having predeceased the Settlors, and that gift or bequest shall lapse, be added to the remainder of the estate to be held, and administered as set forth above.

ARTICLE EIGHT

ADMINISTRATION OF A SHARE OR BEQUEST RECEIVED BY A BENEFICIARY UNDER TWENTY-FIVE (25) YEARS OF AGE

8.01 Bequest or Gift to a Beneficiary Under Twenty-Five (25) Years of Age. If at any time under this trust a beneficiary is under the age of twenty-five (25) and is entitled to an outright distribution due to a specific bequest or death of an adult beneficiary, then the beneficiary's share of the trust assets shall not be distributed outright to that beneficiary notwithstanding any other provision of this trust and shall otherwise be held and administered as set forth in this article.

8.02 Administration of Share. Any share that would otherwise be distributed outright to a beneficiary under the age of twenty-five (25) as set forth otherwise in this trust document shall be held in trust for the benefit of the beneficiary as set forth below.

8.03 Distribution of Income of Share Until Beneficiary Reaches Twenty-Five (25). The Trustees shall pay for the benefit of the beneficiary as much of the income of the share as is necessary for the beneficiary's health, education, maintenance, and support.

8.04 Distribution of Principal of Share Until Beneficiary Reaches Twenty-Five (25). The Trustees shall pay for the benefit of the beneficiary as much of the principal of the share as is necessary for the beneficiary's health, education, maintenance, and support.

8.05 Ultimate Disposition of Share. Upon the beneficiary reaching the age of twenty-five (25), the remaining principal and accrued but undistributed income shall be distributed outright and free of trust to the beneficiary so long as the principal and accrued but undistributed income is not to be held in trust and administered pursuant to some other provision of this trust. If the principal and accrued but undistributed income is to be held pursuant to the other provisions of this trust, then upon the beneficiary reaching the age of twenty-five (25), the assets shall be held pursuant to those other provisions of this trust and not pursuant to this article.

ARTICLE NINE

REMOTE BENEFICIARIES

9.01 Ultimate Beneficiary. If at any time a bequest, gift, or portion of the estate has no named beneficiary, then that portion of the estate shall be distributed outright and free of trust to one-half to John Doe's heirs and one-half to Jane Doe's heirs, as determined under California law.

ARTICLE TEN

TRUSTEE PROVISIONS

10.01 Designated Trustees. John Doe and Jane Doe are nominated as the initial Trustees of this trust. If either person is unwilling or unable to serve, then the other person shall serve as the sole Trustee. If at any time John Doe and Jane Doe are not able or are not willing to serve as Trustee, then Shawn Smith shall serve as the successor Trustee of this trust. The last acting Trustee shall also have the ability to nominate one or more successor Trustees in a signed writing if there is no other named successor Trustee to take over for the acting Trustee upon the acting Trustee being unwilling or unable to serve. If any Trustee is incapacitated as defined in this trust, then they shall be considered to be unable to serve and the successor Trustees in the order listed in this paragraph shall become the acting Trustees upon acceptance of the position.

10.02 Trustee Actions. At any time that the Settlors are serving as Trustees, then either person individually may sign on behalf of the trust and bind the trust to act. After the death, incapacity, or resignation of both Settlors, the successor Trustees shall act by majority if there is more than one Trustee serving.

10.03 Appointment of Trustees. If at any time there is no acting Trustee of this trust or of any separate trust created hereunder for a beneficiary as described above, then the following, in the order listed, shall have the ability to appoint a new Trustee to serve over the trust or separate trust:

(a) The Settlors

(b) The adult beneficiaries of the trust or separate trust, by majority vote

If there is only one adult beneficiary of the trust, that beneficiary may not appoint himself or herself as Trustee of the trust unless the Settlors have provided elsewhere in this document for that adult beneficiary to become Trustee or successor Trustee at a certain age. If at any time there is more than one adult beneficiary, this restriction shall not apply, and any beneficiary may become a Trustee pursuant to the procedure above.

10.04 Removal of Trustees. At any time during the Settlors' lifetimes, they shall have the ability to remove the Trustees for any reason and at any time. After the death of the surviving Settlor, the adult beneficiaries by majority vote shall have the ability to remove the acting Trustees of this trust at any time and for any reason.

10.05 Compensation of Trustees. The Trustees shall be paid a reasonable fee for their services as the Trustees under this document.

10.06 Bond. The Trustees shall not be required to obtain a bond in order to serve as Trustees hereunder.

10.07 Resignation of Trustee. Any Trustee may resign at any time by giving a written notice to the successor Trustee named in the document or, if none, to the persons authorized to designate a successor Trustee and to the adult beneficiaries of this trust. Any such resignation shall be effective upon the knowledge of and receipt of the written resignation by the person identified in this paragraph and the appointment of a successor Trustee if one is not named or the acceptance to serve as Trustee of the successor Trustee named in this Article.

10.08 Trust Distributions and Obligations of Education or Support. No income or principal distribution of this trust or any subtrust created hereunder shall be used to discharge any legal obligation of the Settlors or of any Trustee to any beneficiary of the trust.

10.09 Trustee Powers. Any Trustee shall have the following powers to carry out the administration of the trust or any separate trust created hereunder. The Trustees shall have all powers outlined below in addition to any powers granted to Trustees under the laws of the governing jurisdiction.

(a) The power to collect, hold, and retain trust property received from a Settlor or any other person until, in the judgment of the Trustees, disposition of the property should be made.

(b) The power to accept additions to the property of the trust from a Settlor or any other person.

(c) The power to continue or participate in any business or other enterprise that is part of the trust property and may effect incorporation, dissolution, or other change in the form of the organization of the business or enterprise. This power also includes the power to start a business using trust property and to initially create a corporation, limited partnership, limited liability company, or other business entity that is owned by the trust.

(d) The power to invest any or all of the trust corpus in every kind of property (real, personal, or mixed) and every kind of investment, including specifically, but not by way of limitation, corporate obligations of every kind, stocks (preferred or common), partnership interests, interests in limited liability companies, shares of investment trusts, investment companies, mutual funds, residential real property, life insurance, mortgage participations, notes, bonds, debentures, mortgages, market funds and index funds, common trust fund, and obligations of the United States Government or any other government. Furthermore, the Trustees shall have the power to buy, sell, and trade in options (including without limitation the purchase of puts and calls and the writing of covered and uncovered puts and calls), in commodities, and in securities of any nature on margin, and for such purpose may maintain and operate margin accounts with brokers and may pledge all securities held or purchased by them, with such brokers, as security for loans and advances made to the Trustees.

(e) The power to deposit trust funds at reasonable interest in any type of insured account at a financial institution, and to the extent that the account is collateralized, an account at a bank, an account in an insured savings and loan association, or an account at an insured credit union.

(f) The power to acquire, purchase, sell, convey, manage, and dispose of property, for cash or on credit, at public or private sale.

(g) The power to convey, manage, control, divide, develop, improve, exchange, partition, change the character of, or abandon trust property or any interest therein.

(h) The power to encumber, mortgage, or pledge trust property for a term within or exceeding beyond the term of the trust in connection with the exercise of any power vested in the Trustees.

(i) The power to make ordinary or extraordinary repairs, alterations, or improvements in buildings or other trust property.

(j) The power to subdivide or develop land, dedicate land to public use, make or obtain the vacation of plats and adjust boundaries, adjust differences in valuation on exchange or partition by giving or receiving consideration.

(k) The power to 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.

(l) The power to enter into a lease or arrangement for exploration and removal of gas, oil, or other minerals or geothermal energy, and to enter into a community oil lease or a pooling or unitization agreement, and for a term within or extending beyond the term of the trust.

(m) The power to grant an option involving disposition of trust property or to take an option for the acquisition of any property, and an option may be granted or taken that is exercisable beyond the term of the trust.

(n) With respect to any shares of stock of a domestic or foreign corporation, domestic or foreign partnership, domestic or foreign limited liability company, any membership in a nonprofit corporation, or any other property that generates voting rights, the power to vote in person and give proxies to exercise any voting rights with respect to the shares, memberships, or property; to waive notice of a meeting or give consent to the holding of a meeting; and to authorize, ratify, approve, or confirm any action that could be taken by shareholders, members, partners, or property owners.

(o) The power to pay calls, assessments, and any other sums chargeable or accruing against or on account of securities.

(p) The power to sell or exercise stock subscription or conversion rights.

(q) The power to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution, or liquidation of a corporation, partnership, limited liability company, or other business enterprise, and to participate in voting trusts, pooling arrangements, and foreclosures, and in connection therewith, to deposit securities with and transfer title and delegate discretion to any protective or other committee as the Trustees may deem advisable.

(r) The power to hold a security in the name of a nominee or in another form without disclosure of the trust so that title to the security may pass by delivery.

(s) The power to deposit securities in a securities depository, as defined in Section 30004 of the California Financial Code, which is licensed under Section 30200 of the Financial Code or is exempt from licensing by Section 30005 and 30006 of the Financial Code. The securities may be held by the securities depository in the manner authorized by Section 775 of the Financial Code.

(t) The power to insure the property of the trust against damage or loss and to insure the Trustees against liability with respect to third persons. Any acting Trustee may purchase any necessary property and casualty insurance using trust funds in order to properly insure against any loss of the trust property.

(u) The power to borrow money for any trust purpose to be repaid from trust property. The lender may include, but is not limited to, a bank holding company, affiliate, or subsidiary of the Trustees.

(v) The power to pay or contest any claim, settle a claim by or against the trust by compromise, arbitration, or otherwise, release, in whole or in part, any claim belonging to the trust.

(w) The power to pay taxes, assessments, reasonable compensation of the Trustees and of employees and agents of the trust, and other expenses incurred in the collection, care, administration, and protection of the trust.

(x) The power to make loans out of trust property to the beneficiary on terms and conditions that the Trustees determine are fair and reasonable under the circumstances, to guarantee loans to the beneficiary by encumbrances on trust property, and to make loans to third parties on terms and conditions solely within the discretion of the Trustees.

(y) The power to pay any sum of principal or income distributable to a beneficiary, without regard to whether the beneficiary is under a legal disability, by paying the sum to the beneficiary or paying the sum to another person for the use or benefit of the beneficiary.

(z) The power to effect distribution of property and money in divided or undivided interests and to adjust resulting differences in valuation. A distribution in kind may be made pro rata or non pro rata, and it may be made pursuant to any written agreement providing for a non pro rata division of the aggregate value of the community property assets or quasi-community property assets or both.

(aa) The power to hire persons, including accountants, attorneys, auditors, investment advisers, appraisers (including probate referees appointed pursuant to California Probate Code section 400), or other agents and consultants, even if they are associated or affiliated with the Trustees, to advise or assist the Trustees in the performance of administrative duties.

(ab) The power to execute and deliver all instruments which are needed to accomplish or facilitate the exercise of the powers vested in the Trustees.

(ac) The power to prosecute or defend actions, claims, bring litigation or proceedings for the protection of trust property and of the Trustees in the performance of the Trustees' duties.

(ad) The power to allocate gains and losses between Principal and Income of the trust pursuant to the applicable Uniform Principal and Income Act of the governing state's laws that the trust is subject to.

(ae) The power to make distributions to a beneficiary as set forth herein or to make payments on behalf of a beneficiary instead of making distributions directly to the beneficiary if a beneficiary is a minor or has other issues which warrant this type of distribution in the Trustees' sole discretion (such as if a beneficiary has creditor problems).

(af) The power to make gifts of the trust property, at any time and in any amounts, to any charity that the Settlor made gifts to during the Settlor's lifetime.

(ag) The power to access, handle, and dispose of Settlor's digital assets. The term "digital assets" includes but is not limited to files stored on Settlor's digital devices, including desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device. The term "digital assets" also includes emails, blog posts, documents, images, audio, video, and similar digital files stored in a digital account.

(ah) The power to access, handle, and dispose of Settlor's digital accounts, including email accounts, blogs, software licenses, social network accounts, social media accounts, file-sharing and storage accounts, financial management accounts, domain registration accounts, domain name service accounts, Web hosting accounts, tax preparation services accounts, online stores, and affiliate programs.

10.10 Beneficiary of a Retirement Account. To the extent any trust hereunder is the beneficiary of a Retirement Account (as hereinafter defined) the Trustee shall draw the benefits from the Retirement Account in amounts sufficient to meet the minimum distribution requirements of Section 401(a)(9) of the Internal Revenue Code and the regulations hereunder (the "Required Minimum Distribution"). Notwithstanding any provision of the trust to the contrary, the Required Minimum Distribution shall be paid to or applied for the benefit of the person or persons then entitled to receive or have the benefit of the income from such trust, or if there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries. "Retirement Account" means any amounts held in or payable pursuant to a plan (of whatever type) qualified under Section 401 of the Internal Revenue Code, or an individual retirement arrangement under Section 403 of the Internal Revenue Code or any other benefit subject to the distribution rules of Section 401(a)(9) of the Internal Revenue Code, or in the corresponding provisions of any subsequent federal tax law. It is the Settlor's intention that this trust qualify as a "conduit trust" under Section 401(a)(9) of the Internal Revenue Code so that the trust's beneficiaries shall be considered designated beneficiaries for purposes of the minimum distribution rules, and that distributions may therefore be taken over the longest period of time allowed under the law.

10.11 Subchapter S Stock. The Trustees shall also have the power to deal with any S Corporation stock (defined as stock in any corporation where an S election has been made for federal income tax purposes) that is contributed to this trust in the following manner. If any S Corporation stock is contributed to this trust and then is allocated and transferred to any subtrust or other trust that does not qualify as an S corporation shareholder (or if the original trust does not qualify as an S Corporation shareholder), then the Trustees shall have the ability to elect to treat this trust as an "electing small business trust" as defined in Internal Revenue Code Section 1361(e). If the Trustees do not make that election or if any such trust does not qualify as an electing small business trust, then this trust shall be administered as two separate trusts. One trust shall consist of the S Corporation stock and the other trust shall consist of all other assets allocated to the original trust. The trust holding every other asset other than the S Corporation stock shall have the same terms as this original trust. The trust holding the S Corporation stock shall be held and administered as set forth below.

(a) The trust holding the S Corporation stock shall have the same terms and conditions as the original trust except to the extent not otherwise provided: (i) there shall be only one income beneficiary of such trust; (ii) all trust income shall be paid to the beneficiary in convenient, regular installments, but not less frequently than quarter-annually; (iii) the income interest of the beneficiary shall terminate upon the earlier of such beneficiary's death or termination of the trust; and (iv) any power of appointment granted to the beneficiary shall only be exercisable in the beneficiary's last will and testament expressly exercising such power.

(b) Payments for the support and maintenance of the beneficiary, pursuant to the original trust terms, shall be made only to the income beneficiary and may be made from the trust holding S Corporation stock, the trust holding the other assets, or both as the Trustees deem appropriate.

(c) It is the Settlor's intention that the trust holding the S Corporation stock qualify under Section 1361(d)(3) of the Internal Revenue Code. Any provision of the trust holding S Corporation stock that seems to conflict with the Settlor's intention to qualify that trust under this Internal Revenue Code section shall be interpreted as to accomplish this intention to qualify the trust holding the S Corporation stock.

ARTICLE ELEVEN

GENERAL PROVISIONS

11.01 Maximum Duration of Trust. This trust shall remain in existence for the longest period of time that a trust may be in existence under any such rule against perpetuities that exists under the laws of the State of California or any other laws that this trust becomes subject to during its existence.

11.02 Severability Clause. If any provision of this trust is unenforceable or illegal under the laws of the governing jurisdiction, the remaining provisions shall remain in full effect.

11.03 Trust Accountings. The Trustees are not required to file accountings in any jurisdiction except for any required accountings under the governing law that applies to the trust and when any Court with jurisdiction mandates that a trust accounting be filed with the court.

11.04 Recommended Mediation. In the unlikely event there should be any disagreement or dispute with respect to this trust, the Settlors would be deeply disappointed if the estate that they have left for the benefit of their loved ones negatively impacted their relationships with one another. Therefore, it is the Settlors' fervent wish and directive that any such disagreement or dispute be resolved with the utmost civility, decency, and consideration and that all parties work to resolve it by mediation in good faith with the help of a neutral third-party mediator. It would be to the Settlors' profound and deep sorrow that what they have provided to benefit their loved ones led to any injury in their relationship. The trust will pay for any and all costs of any such mediation between any of the beneficiaries. The Trustees of the trust shall decide which organization or party shall handle the mediation process and by what rules the mediation shall be conducted unless the dispute involves one or all of the Trustees. In the event that the dispute involves one or more of the Trustees, then instead of the Trustees choosing the organization or party to handle the mediation and the rules by which the mediation shall be handled, the organization that shall handle the mediation process and choose the rules by which the mediation shall be handled will be selected by the adult beneficiaries of the trust by majority vote.

11.05 Determination of Principal and Income. The rights among beneficiaries in matters concerning principal and income are to be determined in accordance with the relevant Principal and Income Act that is in effect under California law. If the California Principal and Income Act does not contain a provision concerning a particular item, the Trustees shall determine with respect to that item what will be credited, charged, and apportioned between principal and income in a fair, equitable, and practical manner.

11.06 Spendthrift Provision. The interest of any beneficiary under this trust or under any separate trust created for a beneficiary under the provisions set forth above shall not be transferable for any reason due to any kind of assignment or operation of law. The assets in the trust shall be held by the Trustees and protected from any claims of creditors due to an attachment action, execution, bankruptcy action, or any other legal process. If any transfer is made that would violate this section, then the Trustees shall suspend any income, principal, or income and principal distributions to the beneficiary until the creditor issue or issues are resolved. During any time that the distributions to the beneficiary are suspended under this spendthrift provision, the Trustees shall be able to pay the income and/or principal of the trust for the benefit of the beneficiary, and in his, her, or its sole discretion have the ability to make payments of each for the benefit of the beneficiary.

11.07 No-Contest Clause. If any beneficiary of this trust or any separate trust created hereunder contests the validity of the trust or separate trust or attacks any of the bequests or gifts described inside by court action or any other manner, then it is Settlors' intention that the contesting or attacking beneficiary be treated as though they and their heirs and issue have predeceased the Settlors for purposes of receiving any kind of beneficial interest from the estate. Under California law the following actions under California Probate Code section 21311 are the only types of attacks that will trigger this no-contest clause, and it is the Settlors' intention that this clause be used by the Trustees to the fullest extent under the laws of the State of California to give an incentive to the Settlors' heirs to avoid any kind of legal conflicts. The specific types of attacks or conflicts that are set forth in California Probate Code section 21311 are:

(a) A direct contest that is brought without probable cause.

(b) A pleading to challenge a transfer of property on the grounds that it was not the transferor's property at the time of the transfer. A no-contest clause shall only be enforced under this paragraph if the no-contest clause expressly provides for that application.

(c) The filing of a creditor's claim or prosecution of an action based on it. A no-contest clause shall only be enforced under this paragraph if the no-contest clause expressly provides for that application.

Probable Cause is defined in California Probate Code section 21311 as follows: probable cause exists if, at the time of filing a contest, the facts known to the contestant would cause a reasonable person to believe that there is a reasonable likelihood that the requested relief will be granted after an opportunity for further investigation or discovery.

The Trustees are hereby instructed to use any or all of the trust assets to defend any kind of contest or attack from any of the beneficiaries, and any such expenses shall be first allocated to and deducted from the share of the estate that would otherwise go to the beneficiary who is bringing the contest and/or attack.

11.08 Gender and Number. Except when the context in this trust requires otherwise, the singular includes the plural, and the masculine gender includes the feminine and the neuter when referring to executors, trustees, guardians, or custodians.

11.09 Headings. Clause headings are for convenience and reference only and shall not be used to interpret the provisions of this trust.

11.10 Simultaneous Death. If any beneficiary under this trust and the Settlors die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or the Settlors died first, then the bequest shall be construed based upon the presumption given under this state's laws regarding simultaneous death. If the state where this trust is being administered does not have a presumption with regard to whether the beneficiary survived the Settlors or not, then the Settlors shall be deemed to have survived that beneficiary, and this trust shall be construed accordingly.

11.11 Definition of Incapacity. As used in this trust, incapacity or incapacitated means a person operating under a legal disability such as a duly established conservatorship, or a person who is unable to do either of the following: (a) provide properly for that person's own needs for physical health, food, clothing, or shelter; or (b) manage substantially that person's own financial resources, or resist fraud or undue influence. The determination of incapacity shall be made by the Trustees during the trust administration. If there is a question about the capacity of the acting Trustees, then the successor Trustees, in the order listed in this document, may work with any medical professionals to determine if the acting Trustees are considered to be incapacitated. Upon a finding of incapacity, the successor Trustees in the order listed in this document shall have the ability to become the acting Trustees.

11.12 Choice of Law. All questions concerning the validity and interpretation of this trust, including any separate trusts created hereunder, shall be governed by the laws of the State of California. The Trustees may change the governing jurisdiction of the trust at any time by fulfilling another jurisdiction's requirements to have the trust be subject to that other jurisdiction.

11.13 Definition of Children. Whenever this instrument uses the term child or children, unless otherwise stated in the context of the term, the term shall include any adopted children that both Settlors have legally adopted during their joint lifetimes. Any children born or adopted after the execution of this document shall also be included in the definition of child or children as used herein so long as the child or children were born to or adopted to both Settlors. Any after born or after adopted child or children to only one Settlor shall be considered to be the heir, descendant, or included in the definition of child or children for that Settlor alone.

ARTICLE TWELVE

EXECUTION OF TRUST

12.01 Execution. We certify that we have read the above provisions and that they provide the manner in which the assets transferred to this trust shall be held and administered on behalf of the beneficiaries of this trust by the Trustees. The Trustees, by their signatures below, hereby agree to be bound by all of the provisions of this trust and agree to faithfully carry out the Settlors' wishes regarding the administration of the trust property.

Executed on ________________ __*, 20*____.

____

John Doe, Settlor and Trustee

____

Jane Doe, Settlor and Trustee

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

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF ________________________)

On ________________ __, *20*____, before me, ____________________________________, Notary Public, personally appeared John Doe and Jane Doe who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _________________________ (Seal)

SCHEDULE A

Community Property in Trust

Bank Account: Wells Fargo
Description: Savings Account
Balance: $7,777

Real Estate Property: Condo
9870 Research Drive
Irvine, CA
Market Value: $44,444

Contractual Interest: Sample Contract
Contractual Type: Licensing Agreement
Other Party: Sample LLC
Date of Contract: 12/23/1999
Value: $12,000

Contractual Type: Licensing Agreement
Other Party: Acme Publishing LLC
Date of Contract: 12/23/1999
Value: $12,000

SCHEDULE B

John Doe Separate Property in Trust

Bank Account: Chase
Description: Checking Account
Balance: $33,333

Financial Institution: Charles Schwab
Investment Account: Individual Stocks
Value: $67
Description: Individual brokerage account

SCHEDULE C

Jane Doe Separate Property in Trust

Business: Sample Business

Business Type: Limited Liability Company

Buy/Sell Agreement: No

At Death, Business to be: Continued by heirs

Percent Owner: 50%

Market Value of Interest: $676,767,667

Debt Balance of Interest: $10,000

SCHEDULE D

Beneficiary Contact Information

Throughout the trust (that this Schedule is attached to), there are references to certain beneficiaries who will receive anything from a specific bequest of personal property to a portion of the remainder of the estate. Instead of inserting that beneficiary's contact information inside of the trust, the Settlors have assembled this list of beneficiaries' contact information in order to provide a starting point for the Trustees to contact these individuals. Even if a beneficiary's contact information changes and is not updated in this Schedule, it is not the Settlors intention to disinherit or change the bequest to that beneficiary unless the bequest in the trust is changed.

None.

SCHEDULE E

Memorandum of Personal Property

To: The Acting Trustees of

From: John Doe

As provided in , I have retained the right to use a memorandum as a way to direct the Trustees as to how to dispose of certain items of personal property at my death. Upon the death of John Doe, I desire that the following property be distributed to the following individuals listed below as quickly as possible during the trust administration process on my death. If any listed beneficiary below predeceases me, then this bequest shall lapse, and the item shall be added back to my estate.

PERSONAL PROPERTY ITEM	**BENEFICIARY**

Dated

John Doe

SCHEDULE E

Memorandum of Personal Property

To: The Acting Trustees of

From: Jane Doe

As provided in , I have retained the right to use a memorandum as a way to direct the Trustees as to how to dispose of certain items of personal property at my death. Upon the death of Jane Doe, I desire that the following property be distributed to the following individuals listed below as quickly as possible during the trust administration process on my death. If any listed beneficiary below predeceases me, then this bequest shall lapse, and the item shall be added back to my estate.

PERSONAL PROPERTY ITEM	**BENEFICIARY**

Dated

Jane Doe

ADMINISTRATIVE CONTACT INFORMATION

None.

OTHER ASSETS AND LIABILITIES NOT IN TRUST

Retirement Account: Roth IRA
Financial Institution: Fidelity Investments
Owned by: Jane Doe
Balance: $45,678

Life Insurance: Whole Life
Financial Institution: Northwestern Mutual
Insured: John Doe
Owned by: John Doe and Jane Doe
Policy Number: 67
Beneficiary: Jane Doe
Face Value: $67

Debt: Mortgage
Owed by: John Doe
Balance: $6,767

CERTIFICATE OF TRUST

1. **Name of Trust.** was created by the Settlors on _______________ __***, 20*____**, and is the document that this Certificate of Trust summarizes for purposes of funding assets into the trust or for any other purpose that requires an identification of the trust and the relevant trust provisions.

2. **Settlors.** The Settlors of the trust are **John Doe** and **Jane Doe**.

3. **Trustees.** The currently acting Trustees of the trust are **John Doe** and **Jane Doe** who reside at 9870 Research Drive, Irvine, California 90268.

4. **Trust Is Revocable.** The Settlors have the power to revoke or amend the trust during their lifetimes.

5. **Taxpayer Identification Number.** The taxpayer identification number for the trust is ____.

6. **Declarations Regarding Trust.** The trust is in effect as of the date of this Certificate, and it has not been modified, revoked, or amended in any way so as to make any of these declarations incorrect.

7. **Trustee Powers.** The provisions of the trust that contain the Trustees powers are attached as **Schedule A** to this Certificate of Trust.

8. **Manner In Which Title Is Taken.** Property should be taken in the following manner under this trust: John Doe and Jane Doe, Trustees of , UTA, dated _______________ __***, 20*____**,and any amendments thereto.

9. **Waiver of Claim.** The Settlors and Trustees waive any action against any person or organization that relies on this Certificate of Trust, and they shall be held harmless for any resulting loss or liability from such reliance.

10. **Validity of Copies of This Certification.** A copy of this Certificate of Trust shall be as valid as an original copy for funding the trust or for any other reason.

11. **Actions by Trustees.** While the above named Trustees are serving, either may act independently to bind the trust.

The Trustees and Settlors have signed this Certificate of Trust effective the date and year first above written and executed by each of us on the dates set forth below.

Dated: ______________________________

____ ____

John Doe, Settlor and Trustee **Jane Doe**, Settlor and Trustee

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

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF ________________________)

On _______________ __***, 20***____, before me, ___________________________________, Notary Public, personally appeared John Doe and Jane Doe who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _________________________ (Seal)

SCHEDULE A

Trustee Powers

Any Trustee shall have the following powers to carry out the administration of the trust or any separate trust created hereunder. The Trustees shall have all powers outlined below in addition to any powers granted to Trustees under the laws of the governing jurisdiction.

(a) The power to collect, hold, and retain trust property received from a Settlor or any other person until, in the judgment of the Trustees, disposition of the property should be made.

(b) The power to accept additions to the property of the trust from a Settlor or any other person.

(c) The power to continue or participate in any business or other enterprise that is part of the trust property and may effect incorporation, dissolution, or other change in the form of the organization of the business or enterprise. This power also includes the power to start a business using trust property and to initially create a corporation, limited partnership, limited liability company, or other business entity that is owned by the trust.

(d) The power to invest any or all of the trust corpus in every kind of property (real, personal, or mixed) and every kind of investment, including specifically, but not by way of limitation, corporate obligations of every kind, stocks (preferred or common), partnership interests, interests in limited liability companies, shares of investment trusts, investment companies, mutual funds, residential real property, life insurance, mortgage participations, notes, bonds, debentures, mortgages, market funds and index funds, common trust fund, and obligations of the United States Government or any other government. Furthermore, the Trustees shall have the power to buy, sell, and trade in options (including without limitation the purchase of puts and calls and the writing of covered and uncovered puts and calls), in commodities, and in securities of any nature on margin, and for such purpose may maintain and operate margin accounts with brokers and may pledge all securities held or purchased by them, with such brokers, as security for loans and advances made to the Trustees.

(e) The power to deposit trust funds at reasonable interest in any type of insured account at a financial institution, and to the extent that the account is collateralized, an account at a bank, an account in an insured savings and loan association, or an account at an insured credit union.

(f) The power to acquire, purchase, sell, convey, manage, and dispose of property, for cash or on credit, at public or private sale.

(g) The power to convey, manage, control, divide, develop, improve, exchange, partition, change the character of, or abandon trust property or any interest therein.

(h) The power to encumber, mortgage, or pledge trust property for a term within or exceeding beyond the term of the trust in connection with the exercise of any power vested in the Trustees.

(i) The power to make ordinary or extraordinary repairs, alterations, or improvements in buildings or other trust property.

(j) The power to subdivide or develop land, dedicate land to public use, make or obtain the vacation of plats and adjust boundaries, adjust differences in valuation on exchange or partition by giving or receiving consideration.

(k) The power to 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.

(l) The power to enter into a lease or arrangement for exploration and removal of gas, oil, or other minerals or geothermal energy, and to enter into a community oil lease or a pooling or unitization agreement, and for a term within or extending beyond the term of the trust.

(m) The power to grant an option involving disposition of trust property or to take an option for the acquisition of any property, and an option may be granted or taken that is exercisable beyond the term of the trust.

(n) With respect to any shares of stock of a domestic or foreign corporation, domestic or foreign partnership, domestic or foreign limited liability company, any membership in a nonprofit corporation, or any other property that generates voting rights, the power to vote in person and give proxies to exercise any voting rights with respect to the shares, memberships, or property; to waive notice of a meeting or give consent to the holding of a meeting; and to authorize, ratify, approve, or confirm any action that could be taken by shareholders, members, partners, or property owners.

(o) The power to pay calls, assessments, and any other sums chargeable or accruing against or on account of securities.

(p) The power to sell or exercise stock subscription or conversion rights.

(q) The power to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution, or liquidation of a corporation, partnership, limited liability company, or other business enterprise, and to participate in voting trusts, pooling arrangements, and foreclosures, and in connection therewith, to deposit securities with and transfer title and delegate discretion to any protective or other committee as the Trustees may deem advisable.

(r) The power to hold a security in the name of a nominee or in another form without disclosure of the trust so that title to the security may pass by delivery.

(s) The power to deposit securities in a securities depository, as defined in Section 30004 of the California Financial Code, which is licensed under Section 30200 of the Financial Code or is exempt from licensing by Section 30005 and 30006 of the Financial Code. The securities may be held by the securities depository in the manner authorized by Section 775 of the Financial Code.

(t) The power to insure the property of the trust against damage or loss and to insure the Trustees against liability with respect to third persons. Any acting Trustee may purchase any necessary property and casualty insurance using trust funds in order to properly insure against any loss of the trust property.

(u) The power to borrow money for any trust purpose to be repaid from trust property. The lender may include, but is not limited to, a bank holding company, affiliate, or subsidiary of the Trustees.

(v) The power to pay or contest any claim, settle a claim by or against the trust by compromise, arbitration, or otherwise, release, in whole or in part, any claim belonging to the trust.

(w) The power to pay taxes, assessments, reasonable compensation of the Trustees and of employees and agents of the trust, and other expenses incurred in the collection, care, administration, and protection of the trust.

(x) The power to make loans out of trust property to the beneficiary on terms and conditions that the Trustees determine are fair and reasonable under the circumstances, to guarantee loans to the beneficiary by encumbrances on trust property, and to make loans to third parties on terms and conditions solely within the discretion of the Trustees.

(y) The power to pay any sum of principal or income distributable to a beneficiary, without regard to whether the beneficiary is under a legal disability, by paying the sum to the beneficiary or paying the sum to another person for the use or benefit of the beneficiary.

(z) The power to effect distribution of property and money in divided or undivided interests and to adjust resulting differences in valuation. A distribution in kind may be made pro rata or non pro rata, and it may be made pursuant to any written agreement providing for a non pro rata division of the aggregate value of the community property assets or quasi-community property assets or both.

(aa) The power to hire persons, including accountants, attorneys, auditors, investment advisers, appraisers (including probate referees appointed pursuant to California Probate Code section 400), or other agents and consultants, even if they are associated or affiliated with the Trustees, to advise or assist the Trustees in the performance of administrative duties.

(ab) The power to execute and deliver all instruments which are needed to accomplish or facilitate the exercise of the powers vested in the Trustees.

(ac) The power to prosecute or defend actions, claims, bring litigation or proceedings for the protection of trust property and of the Trustees in the performance of the Trustees' duties.

(ad) The power to allocate gains and losses between Principal and Income of the trust pursuant to the applicable Uniform Principal and Income Act of the governing state's laws that the trust is subject to.

(ae) The power to make distributions to a beneficiary as set forth herein or to make payments on behalf of a beneficiary instead of making distributions directly to the beneficiary if a beneficiary is a minor or has other issues which warrant this type of distribution in the Trustees' sole discretion (such as if a beneficiary has creditor problems).

(af) The power to make gifts of the trust property, at any time and in any amounts, to any charity that the Settlor made gifts to during the Settlor's lifetime.

(ag) The power to access, handle, and dispose of Settlor's digital assets. The term "digital assets" includes but is not limited to files stored on Settlor's digital devices, including desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device. The term "digital assets" also includes emails, blog posts, documents, images, audio, video, and similar digital files stored in a digital account.

(ah) The power to access, handle, and dispose of Settlor's digital accounts, including email accounts, blogs, software licenses, social network accounts, social media accounts, file-sharing and storage accounts, financial management accounts, domain registration accounts, domain name service accounts, Web hosting accounts, tax preparation services accounts, online stores, and affiliate programs.

ASSIGNMENT OF PROPERTY

TO

We, John Doe and Jane Doe as Settlors of hereby assign all of our property to John Doe and Jane Doe Trustees of , UTA, dated _______________ __***, 20***____, and any amendments thereto. The Trustees, John Doe and Jane Doe hereby accept all of the below described property as property of by their signatures below.

This assignment shall be effective as of the date of both the Settlors and the Trustees signatures below. All property transferred into this Trust shall retain its original characteristic of either joint ownership if jointly owned by both Settlors or separate ownership if owned solely by an individual Settlor.

The property assigned to shall be immediately owned and held by the Trust and shall include all of the following property, whether personal or real in nature. This Assignment is being executed by the Settlors in addition to any other type of documentation needed to transfer the property described below such as account transfer forms, real property deeds, or similar types of forms. It is the intent of the Settlors that this document provides clear evidence of their intent to fund with all of the property outlined below, and the Settlors request that any Court of Law would accept this document as clear evidence of the Settlors' intent to fund the trust.

1. All personal property of any kind including clothing, furniture, jewelry, automobiles, memberships, collections, art, firearms, or tangible or intangible property that is owned by the Settlors.
2. All real property of any kind including 9870 Research Drive, CA.
3. All bank accounts of any kind including checking accounts, savings accounts, money market accounts, or any other type of account held at the banking institutions that the Settlors transact business at including specifically Chase and Wells Fargo.
4. All non-retirement investment accounts holding stocks, bonds, options, mutual funds, ETF's, REIT's, Limited Partnership interests, or any other type of investment assets including specifically Charles Schwab.
5. Any other property that the Settlors own that fall outside of the categories listed in this Assignment, unless the Settlors have shown intent to not transfer any property to the trust.

This Assignment may be revoked by the Settlors during their lifetimes. If this Assignment is revoked for any reason, the Trustees shall take any necessary actions to return the property assigned to to the Settlors. This document also supersedes any prior assignment or ownership designation of the property described in this document and is binding on the Settlors, any heirs, any assigns, or any Executor, Administrator, Personal Representative, Trustee, or any other person in any position with authority over the affairs of my estate.

The Settlors declare the above is true and correct under penalty of perjury of the laws of the State of California.

Dated: ______________________________

John Doe, Settlor and Trustee	**Jane Doe**, Settlor and Trustee

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

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF ________________________)

On _______________ __, ***20*____**, before me, __________________________________, Notary Public, personally appeared John Doe and Jane Doe who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _________________________ (Seal)

ASSIGNMENT OF BUSINESS INTEREST

TO

I am the owner, as my sole and separate property, of the following business interests as of the date of execution of this assignment:

Sample Business; Limited Liability Company, 50% interest

I hereby assign the above described business interests to John Doe and Jane Doe, Trustees of , UTA, dated ________________ __, 20____, and any amendments thereto, to be held as part of the trust property as my sole and separate property and administered as set forth in that trust document.. The Trustee hereby accepts the assignment of the above described business interests by signature below.

Dated: ________________________________

____

Jane Doe, Settlor and Trustee

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

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF ________________________)

On ________________ __, 20___, before me, ____________________________________, Notary Public, personally appeared Jane Doe who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _________________________ (Seal)

ASSIGNMENT OF CONTRACTUAL INTEREST

TO

We are the owners of certain contractual interests and rights as to recurring payments as of the date of execution of this assignment. This assignment is intended to cover all royalty, licensing, contractual, loan payments, or other payments from that certain agreement signed between ourselves and Sample LLC signed 12/23/1999 and Acme Publishing LLC signed 12/23/1999. We, John Doe and Jane Doe, as Settlors of hereby assign the above described contractual interests to John Doe and Jane Doe, Trustees of , UTA, dated ________________ ______, 20___, and any amendments thereto. The Trustees, John Doe and Jane Doe, hereby accept the above described contractual interests as property of by their signatures below. This assignment shall be effective as of the date of both the Settlors' and the Trustees' signatures below.

Dated: ________________________________

____

John Doe, Settlor and Trustee

____

Jane Doe, Settlor and Trustee

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

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF ________________________)

On ________________ ______, 20___, before me, ____________________________________, Notary Public, personally appeared John Doe and Jane Doe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature __________________________ (Seal)

Estate Helper

July 17, 2026

John Doe
9870 Research Drive
Irvine, California 90268

Re: John Doe Last Will and Testament

Dear John Doe,

Thank you for choosing Estate Helper to prepare your Last Will and Testament. For your benefit, we are including instructions for working with independent witnesses so that your document will be valid under the law in the State of California.

Your Last Will and Testament is the central document that provides the probate court with instructions for administering and disposing of your estate. This document identifies your beneficiaries and sets forth the dollar amounts, percentages, or specific property each beneficiary will receive.

Because you have children, this document also nominates guardians for any of your minor children.

If your estate exceeds the minimum threshold for the probate process in California, your estate will go through the court process; your wishes will be carried out by this document.

After printing your Last Will and Testament, you need to sign it in front of two (2) independent witnesses who will fill in their information and sign after you sign, so that the document will be considered legally valid by the courts in California.

Independent witnesses must not be related to you by blood or marriage and must not be receiving any bequest or inheritance from your estate. Both witnesses must be present in the same room with you, at the same time, and watch you sign the document. We recommend that you tell each witness that you are signing your Last Will and Testament. Then each witness must sign the document and witness the other witness signing as well.

Please follow all instructions carefully so that your document is valid under the law. Any amendments must be made and executed with the same formalities as your original Last Will and Testament.

If you have any legal questions or would like the advice of an estate planning attorney licensed in California, you may contact an attorney of your choice.

If you need to update your documents in the future or make any changes, please contact customer service. Updates and changes made after 30 days from receiving your documents are subject to an update fee.

Please contact us with any questions at contact@estatehelper.com.

Estate Helper

Disclaimer: Estate Helper is not a law firm or a substitute for an attorney or law firm. We cannot provide any kind of advice, explanation, opinion, or recommendation about possible legal rights, remedies, defenses, options, selection of forms or strategies. Communications between you and Estate Helper are protected by our Privacy Policy but not by the attorney-client privilege or as work product. Estate Helper may provide access to independent attorneys and self-help services at your specific direction. Clients seeking attorney services are encouraged to contact any attorney directly to determine if the attorney fits the needs of the client. Estate Helper or any of its members, managers, officers, directors, or employees does not make any representation of the competency or expertise of any attorneys, or the quality of their services. Anyone wishing to retain an attorney should undertake their own inquiry as to the specific background, education, qualification, and fees of the specific attorney and their services.

LAST WILL AND TESTAMENT

of

John Doe

ARTICLE ONE

DECLARATION

I, John Doe, a resident of Orange County, California, being of sound mind and memory, do hereby make, publish, and declare this to be my Last Will and Testament, hereby revoking all former Wills and Codicils made by me.

ARTICLE TWO

PERSONAL INFORMATION

2.01 Marital Status. I am married to Jane Doe and all references in this Will to my spouse are to Jane Doe.

2.02 Living Children. I have two living children as follows:

Joe Doe born on January 6, 2021
Jack Doe born on January 1, 2023.

For purposes of this instrument, each beneficiary and/or child will be treated independently from any other beneficiary and/or child, and some beneficiaries and/or children may receive extremely different amounts or no amount at all. This is not a misunderstanding of the Testator; the structure of this estate plan is intended to provide for the beneficiaries and/or children described throughout this instrument accordingly.

2.03 County of Residency. I am a resident of Orange County, California.

2.04 Revocation of Previous Wills. I hereby revoke any previous Wills or codicils that I have created during my lifetime, and it is my intention that this Will and any future codicils to this Will shall solely govern the administration of my probate estate.

ARTICLE THREE

BEQUESTS

3.01 Specific Bequests. I hereby give the following property to the specific beneficiaries named below.

(a) Cash to Joe. If Joe predeceases the Settlor, then the specific bequest to Joe shall lapse.

3.02 Remaining Property. Any remaining property that has not otherwise been disposed of by the above provisions shall be distributed pursuant to the article below entitled "Remainder of Estate."

ARTICLE FOUR

REMAINDER OF ESTATE

4.01 Distribution of Tangible Personal Property. I hereby give all of my tangible personal property to my children in equal shares. It is my intention by this section to govern the disposition of any tangible personal property that I own at my death, including but not limited to my furniture, clothing, photographs, books, jewelry, and any and all other items of a personal nature that I owned as of my date of death.

4.02 Bequest of Remainder of Estate. I give all of my remaining property that has not otherwise been disposed of by other estate planning documents or this Will to the following people in the following percentages:

(a) Joe Doe shall receive 50 percent of the remaining assets of the estate.
(b) Jack Doe shall receive 50 percent of the remaining assets of the estate.

If any person named above predeceases me, then that person's share as set forth above shall be handled in the following manner:

(a) First, divided in proportional shares between the Settlor's surviving non-charitable beneficiaries and added to their other shares set forth in this trust, if any, and administered either with the beneficiary's other share or alone for the benefit of the beneficiary as set forth herein; and if any property is not disposed of under this option; then
(b) Second, to the predeceased beneficiary's issue by right of representation; and if any property is not disposed of under this option; then
(c) Third, distributed to the surviving spouse of the predeceased beneficiary; and if any property is not disposed of under this option; then
(d) Fourth, to the beneficiaries named under the article entitled "Remote Beneficiaries" set forth below.

4.03 Tax Elections. I direct my Executor, named herein, to follow any instructions contained in this Will with respect to any Tax Election that may be made after my death.

4.04 Payment of Estate Taxes. All estate taxes assessed against property in my estate or against my beneficiaries shall be paid in the manner set forth in the California Probate Code.

ARTICLE FIVE

REMOTE BENEFICIARIES

5.01 Ultimate Beneficiary. If at any time a bequest, gift, or portion of the estate has no named beneficiary, then that portion of the estate shall be distributed outright to my heirs at law, as determined under the laws of the State of California.

ARTICLE SIX

APPOINTMENTS AND POWERS

6.01 Appointment of Executor. I appoint Jane Doe to serve as Executor hereunder.

6.02 Appointment of Successor Executor. I appoint to serve as Executor hereunder when fails to qualify as Executor, ceases to serve as Executor, or becomes incapacitated as defined in this document.

6.03 General Powers of Executor. My Executor shall have all powers now or hereafter conferred on executors by law, except as otherwise provided in this Will, including any powers specifically set forth in this Will which are beyond those granted to executors under the California Probate Code.

6.04 Independent Administration. My Executor shall have full authority to administer my estate under the Independent Administration of Estates Act.

6.05 Requirement of Bond. My Executor shall not be required to post a bond before acting as Executor under this Will. This waiver shall apply whether or not the estate is being administered under the Independent Administration of Estates Act as set forth above.

6.06 Compensation of Executors. My Executor shall be compensated in the manner set forth in the California Probate Code for Executors for standard services and may request extraordinary fees for any work that is done outside of the normal scope of an Executor. A corporate Executor shall be compensated by agreement with the corporate Executor or in accordance with its fee schedule as in effect at the time of the services rendered as the Executor.

6.07 Accountings. My Executor shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by California state law.

6.08 Resignation of Executor. Any Executor may resign at any time with Court approval. In the event that the Executor resigns then the Court shall determine which of the nominated successor Executors shall act as the successor Executor.

6.09 More than One Acting Executor. If at any time there are two or more acting Executors, the Court shall determine whether they shall act unanimously or independently.

6.10 Liability of Executor. No Executor shall be liable to anyone for anything done or not done by any other Executor.

6.11 Waiver of Executor Conflict of Interest. The fact that an Executor, or the parent company of one of my advisers who is serving as an Executor, is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through a corporate Executor or through any firm of which a corporate or individual Executor is affiliated in any manner. Property of the estate may be invested in any kind of investments or offerings by any such Corporate Executor or Firm affiliated with the Executor, and any such investment of estate assets shall not be deemed to be a conflict of interest.

6.12 Power to Invest. My Executor shall have the power to invest estate funds in any kind of real or personal property, as my Executor deems advisable.

6.13 Distribution in Cash or in Kind. In order to satisfy a pecuniary gift or to divide or distribute assets into shares, my Executor may distribute assets in kind, or distribute partial interests in assets, or sell all or any part of those assets and distribute the resulting cash.

6.14 Power to Retain Estate Assets. I authorize my Executor, at the Executor's sole discretion, to retain any property of my estate for as long as the Executor considers appropriate. The Executor shall not be liable for any loss incurred by my estate for retaining such property.

6.15 Power to Sell Assets. I authorize my Executor to sell all or any part of the real or personal property of my estate at public or private sale, with or without notice, as the Executor at the Executor's discretion considers necessary for the proper administration and distribution of my estate.

6.16 Power to Lease. I authorize my Executor to lease all or any part of the real or personal property of my estate on such terms as the Executor shall determine at the Executor's sole and absolute discretion.

6.17 Power to Make Distributions for the Benefit of Minors or Incompetents. If at the time that any distribution is to be made from my estate to a minor or to a person who is under any other legal disability, the Executor is empowered to distribute the property to any of the following individuals on behalf of the incapacitated beneficiary: (a) a legally appointed guardian or conservator of the estate of the beneficiary; or (b) if the beneficiary is a minor, to the minor's parent or custodian under any applicable Uniform Transfer to

Minors Act, provided that if no custodian is then in existence, the Executor is empowered to designate a custodian for this purpose from among those persons then qualified to serve.

6.18 Power to Pay Debts. I authorize my Executor to pay out of estate assets any and all debts, expenses, liabilities, and any other obligation that I had during my life or that is incurred by my estate.

ARTICLE SEVEN

GUARDIANS

7.01 Nomination of Guardians. If a guardian of the person, estate, or person and estate is necessary for any minor child, I nominate Shawn Smith as guardian(s).These guardian(s) are also appointed by me to serve as the interim guardian(s) who shall care for the children from the time of my death to the time that they are officially appointed as the guardian(s) of my minor child or children.

7.02 Nomination of Successor Guardians. If the named guardian(s) are ever unwilling or unable to serve as guardian(s), then I nominate Sarah Smart to serve as successor guardian(s).

7.03 Waiver of Bond. No bond shall be required of any guardian nominated in this Will.

7.04 Independent Powers for Guardian of Estate. Any guardian of the estate of any minor child of mine shall be granted all the powers listed in California Probate Code section 2591, or any successor section, without a showing of the necessity of such powers to the Court.

7.05 Broad Powers for Guardian of the Person. Any guardian of the person of any minor child of mine shall be granted the same authority with respect to the person of my child as a parent having legal custody would have and be able to exercise such authority without any kind of court action or notice.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 Disinheritance of Omitted Heirs. Except for those people provided in this Will, I have intentionally and with full knowledge intended to not provide for any of my heirs.

8.02 Severability Clause. If any provision of this Will is unenforceable, the remaining provisions shall remain in full effect.

8.03 No-Contest Clause. If any beneficiary of this Will contests the validity of this Will or attacks any of the bequests or gifts described inside by court action or any other manner, then it is my intention that the contesting or attacking beneficiary be treated as though they and their heirs and issue have predeceased me for purposes of receiving any kind of beneficial interest from my estate. Under California law the following actions under California Probate Code section 21311 are the only types of attacks that will trigger this no-contest clause, and it is my intention that this clause be used by my executor to the fullest extent under the laws of the State of California to give an incentive to my heirs to avoid any kind of legal conflicts. The specific types of attacks or conflicts that are set forth in California Probate Code section 21311 are:

(a) A direct contest that is brought without probable cause.
(b) A pleading to challenge a transfer of property on the grounds that it was not the transferor's property at the time of the transfer. A no-contest clause shall only be enforced under this paragraph if the no-contest clause expressly provides for that application.
(c) The filing of a creditor's claim or prosecution of an action based on it. A no-contest clause shall only be enforced under this paragraph if the no-contest clause expressly provides for that application.

Probable Cause is defined in California Probate Code section 21311 as follows: probable cause exists if, at the time of filing a contest, the facts known to the contestant would cause a reasonable person to believe that there is a reasonable likelihood that the requested relief will be granted after an opportunity for further investigation or discovery.

My executor is hereby instructed to use any or all of my estate assets to defend any kind of contest or attack from any of the beneficiaries, and any such expenses shall be first allocated to and deducted from the share of the estate that would otherwise go to the beneficiary who is bringing the contest and/or attack.

8.04 Gender and Number. Except when the context in this Will requires otherwise, the singular includes the plural, and the masculine gender includes the feminine and the neuter when referring to executors, trustees, guardians, or custodians.

8.05 Headings. Clause headings are for convenience and reference only and shall not be used to interpret the provisions of this Will.

8.06 Simultaneous Death. If any beneficiary under this Will and I die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or I died first, then the bequest shall be construed based upon the presumption given under California law regarding simultaneous death. If the presumption does not resolve the question, then I shall be deemed to have survived that beneficiary, and this Will shall be construed accordingly.

8.07 Definition of Incapacity. As used in this Will, incapacity or incapacitated means a person operating under a legal disability, such as a duly established conservatorship, or a person who is unable to do either of the following:

(a) provide properly for that person's own needs for physical health, food, clothing, or shelter; or
(b) manage substantially that person's own financial resources, or resist fraud or undue influence. The determination of incapacity shall be made by the Executor during probate administration.

8.08 Choice of Law. All questions concerning the validity and interpretation of this Will, including any trusts created by this Will, shall be governed by the laws of the State of California in effect at the time this Will is executed.

8.09 Definition of Children. Whenever this instrument uses the term child or children, unless otherwise stated in the context of the term, the term shall include any adopted children that I have legally adopted during my lifetime. Any children born or adopted after the execution of this document shall also be included in the definition of child or children as used herein.

Executed on _______________ __, 20____.

____

John Doe

On the date written above, we, the undersigned, each being present at the same time, witnessed the signing of this instrument by John Doe, who declared to us that this instrument was the Last Will and Testament of John Doe. At that time, John Doe appeared to us to be of sound mind and memory and, to the best of our knowledge, was not acting under fraud, duress, menace, or undue influence. Understanding this instrument, which consists of 11 pages, including the pages on which the signature of John Doe and our signatures appear, to be the Will of John Doe we subscribe our names as witnesses hereto.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on ______________ __, 20____.

____

Witness #1 (signature)

____

Witness Name (printed)

____

Address

____

City, State, Zip

____

Witness #2 (signature)

____

Witness Name (printed)

____

Address

____

City, State, Zip

Estate Helper

July 17, 2026

Jane Doe
9870 Research Drive
Irvine, California 90268

Re: Jane Doe Last Will and Testament

Dear Jane Doe,

Thank you for choosing Estate Helper to prepare your Last Will and Testament. For your benefit, we are including instructions for working with independent witnesses so that your document will be valid under the law in the State of California.

Your Last Will and Testament is the central document that provides the probate court with instructions for administering and disposing of your estate. This document identifies your beneficiaries and sets forth the dollar amounts, percentages, or specific property each beneficiary will receive.

Because you have children, this document also nominates guardians for any of your minor children.

If your estate exceeds the minimum threshold for the probate process in California, your estate will go through the court process; your wishes will be carried out by this document.

After printing your Last Will and Testament, you need to sign it in front of two (2) independent witnesses who will fill in their information and sign after you sign, so that the document will be considered legally valid by the courts in California.

Independent witnesses must not be related to you by blood or marriage and must not be receiving any bequest or inheritance from your estate. Both witnesses must be present in the same room with you, at the same time, and watch you sign the document. We recommend that you tell each witness that you are signing your Last Will and Testament. Then each witness must sign the document and witness the other witness signing as well.

Please follow all instructions carefully so that your document is valid under the law. Any amendments must be made and executed with the same formalities as your original Last Will and Testament.

If you have any legal questions or would like the advice of an estate planning attorney licensed in California, you may contact an attorney of your choice.

If you need to update your documents in the future or make any changes, please contact customer service. Updates and changes made after 30 days from receiving your documents are subject to an update fee.

Please contact us with any questions at contact@estatehelper.com.

Estate Helper

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LAST WILL AND TESTAMENT

of

Jane Doe

ARTICLE ONE

DECLARATION

I, Jane Doe, a resident of Orange County, California, being of sound mind and memory, do hereby make, publish, and declare this to be my Last Will and Testament, hereby revoking all former Wills and Codicils made by me.

ARTICLE TWO

PERSONAL INFORMATION

2.01 Marital Status. I am married to John Doe and all references in this Will to my spouse are to John Doe.

2.02 Living Children. I have two living children as follows:

Joe Doe born on January 6, 2021
Jack Doe born on January 1, 2023.

For purposes of this instrument, each beneficiary and/or child will be treated independently from any other beneficiary and/or child, and some beneficiaries and/or children may receive extremely different amounts or no amount at all. This is not a misunderstanding of the Testator; the structure of this estate plan is intended to provide for the beneficiaries and/or children described throughout this instrument accordingly.

2.03 County of Residency. I am a resident of Orange County, California.

2.04 Revocation of Previous Wills. I hereby revoke any previous Wills or codicils that I have created during my lifetime, and it is my intention that this Will and any future codicils to this Will shall solely govern the administration of my probate estate.

ARTICLE THREE

BEQUESTS

3.01 Specific Bequests. I hereby give the following property to the specific beneficiaries named below.

(a) Cash to Joe. If Joe predeceases the Settlor, then the specific bequest to Joe shall lapse.

3.02 Remaining Property. Any remaining property that has not otherwise been disposed of by the above provisions shall be distributed pursuant to the article below entitled "Remainder of Estate."

ARTICLE FOUR

REMAINDER OF ESTATE

4.01 Distribution of Tangible Personal Property. I hereby give all of my tangible personal property to my children in equal shares. It is my intention by this section to govern the disposition of any tangible personal property that I own at my death, including but not limited to my furniture, clothing, photographs, books, jewelry, and any and all other items of a personal nature that I owned as of my date of death.

4.02 Bequest of Remainder of Estate. I give all of my remaining property that has not otherwise been disposed of by other estate planning documents or this Will to the following people in the following percentages:

(a) Joe Doe shall receive 50 percent of the remaining assets of the estate.
(b) Jack Doe shall receive 50 percent of the remaining assets of the estate.

If any person named above predeceases me, then that person's share as set forth above shall be handled in the following manner:

(a) First, divided in proportional shares between the Settlor's surviving non-charitable beneficiaries and added to their other shares set forth in this trust, if any, and administered either with the beneficiary's other share or alone for the benefit of the beneficiary as set forth herein; and if any property is not disposed of under this option; then
(b) Second, to the predeceased beneficiary's issue by right of representation; and if any property is not disposed of under this option; then
(c) Third, distributed to the surviving spouse of the predeceased beneficiary; and if any property is not disposed of under this option; then
(d) Fourth, to the beneficiaries named under the article entitled "Remote Beneficiaries" set forth below.

4.03 Tax Elections. I direct my Executor, named herein, to follow any instructions contained in this Will with respect to any Tax Election that may be made after my death.

4.04 Payment of Estate Taxes. All estate taxes assessed against property in my estate or against my beneficiaries shall be paid in the manner set forth in the California Probate Code.

ARTICLE FIVE

REMOTE BENEFICIARIES

5.01 Ultimate Beneficiary. If at any time a bequest, gift, or portion of the estate has no named beneficiary, then that portion of the estate shall be distributed outright to my heirs at law, as determined under the laws of the State of California.

ARTICLE SIX

APPOINTMENTS AND POWERS

6.01 Appointment of Executor. I appoint John Doe to serve as Executor hereunder.

6.02 Appointment of Successor Executor. I appoint to serve as Executor hereunder when fails to qualify as Executor, ceases to serve as Executor, or becomes incapacitated as defined in this document.

6.03 General Powers of Executor. My Executor shall have all powers now or hereafter conferred on executors by law, except as otherwise provided in this Will, including any powers specifically set forth in this Will which are beyond those granted to executors under the California Probate Code.

6.04 Independent Administration. My Executor shall have full authority to administer my estate under the Independent Administration of Estates Act.

6.05 Requirement of Bond. My Executor shall not be required to post a bond before acting as Executor under this Will. This waiver shall apply whether or not the estate is being administered under the Independent Administration of Estates Act as set forth above.

6.06 Compensation of Executors. My Executor shall be compensated in the manner set forth in the California Probate Code for Executors for standard services and may request extraordinary fees for any work that is done outside of the normal scope of an Executor. A corporate Executor shall be compensated by agreement with the corporate Executor or in accordance with its fee schedule as in effect at the time of the services rendered as the Executor.

6.07 Accountings. My Executor shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by California state law.

6.08 Resignation of Executor. Any Executor may resign at any time with Court approval. In the event that the Executor resigns then the Court shall determine which of the nominated successor Executors shall act as the successor Executor.

6.09 More than One Acting Executor. If at any time there are two or more acting Executors, the Court shall determine whether they shall act unanimously or independently.

6.10 Liability of Executor. No Executor shall be liable to anyone for anything done or not done by any other Executor.

6.11 Waiver of Executor Conflict of Interest. The fact that an Executor, or the parent company of one of my advisers who is serving as an Executor, is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through a corporate Executor or through any firm of which a corporate or individual Executor is affiliated in any manner. Property of the estate may be invested in any kind of investments or offerings by any such Corporate Executor or Firm affiliated with the Executor, and any such investment of estate assets shall not be deemed to be a conflict of interest.

6.12 Power to Invest. My Executor shall have the power to invest estate funds in any kind of real or personal property, as my Executor deems advisable.

6.13 Distribution in Cash or in Kind. In order to satisfy a pecuniary gift or to divide or distribute assets into shares, my Executor may distribute assets in kind, or distribute partial interests in assets, or sell all or any part of those assets and distribute the resulting cash.

6.14 Power to Retain Estate Assets. I authorize my Executor, at the Executor's sole discretion, to retain any property of my estate for as long as the Executor considers appropriate. The Executor shall not be liable for any loss incurred by my estate for retaining such property.

6.15 Power to Sell Assets. I authorize my Executor to sell all or any part of the real or personal property of my estate at public or private sale, with or without notice, as the Executor at the Executor's discretion considers necessary for the proper administration and distribution of my estate.

6.16 Power to Lease. I authorize my Executor to lease all or any part of the real or personal property of my estate on such terms as the Executor shall determine at the Executor's sole and absolute discretion.

6.17 Power to Make Distributions for the Benefit of Minors or Incompetents. If at the time that any distribution is to be made from my estate to a minor or to a person who is under any other legal disability, the Executor is empowered to distribute the property to any of the following individuals on behalf of the incapacitated beneficiary: (a) a legally appointed guardian or conservator of the estate of the beneficiary; or (b) if the beneficiary is a minor, to the minor's parent or custodian under any applicable Uniform Transfer to

Minors Act, provided that if no custodian is then in existence, the Executor is empowered to designate a custodian for this purpose from among those persons then qualified to serve.

6.18 Power to Pay Debts. I authorize my Executor to pay out of estate assets any and all debts, expenses, liabilities, and any other obligation that I had during my life or that is incurred by my estate.

ARTICLE SEVEN

GUARDIANS

7.01 Nomination of Guardians. If a guardian of the person, estate, or person and estate is necessary for any minor child, I nominate Shawn Smith as guardian(s).These guardian(s) are also appointed by me to serve as the interim guardian(s) who shall care for the children from the time of my death to the time that they are officially appointed as the guardian(s) of my minor child or children.

7.02 Nomination of Successor Guardians. If the named guardian(s) are ever unwilling or unable to serve as guardian(s), then I nominate Sarah Smart to serve as successor guardian(s).

7.03 Waiver of Bond. No bond shall be required of any guardian nominated in this Will.

7.04 Independent Powers for Guardian of Estate. Any guardian of the estate of any minor child of mine shall be granted all the powers listed in California Probate Code section 2591, or any successor section, without a showing of the necessity of such powers to the Court.

7.05 Broad Powers for Guardian of the Person. Any guardian of the person of any minor child of mine shall be granted the same authority with respect to the person of my child as a parent having legal custody would have and be able to exercise such authority without any kind of court action or notice.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 Disinheritance of Omitted Heirs. Except for those people provided in this Will, I have intentionally and with full knowledge intended to not provide for any of my heirs.

8.02 Severability Clause. If any provision of this Will is unenforceable, the remaining provisions shall remain in full effect.

8.03 No-Contest Clause. If any beneficiary of this Will contests the validity of this Will or attacks any of the bequests or gifts described inside by court action or any other manner, then it is my intention that the contesting or attacking beneficiary be treated as though they and their heirs and issue have predeceased me for purposes of receiving any kind of beneficial interest from my estate. Under California law the following actions under California Probate Code section 21311 are the only types of attacks that will trigger this no-contest clause, and it is my intention that this clause be used by my executor to the fullest extent under the laws of the State of California to give an incentive to my heirs to avoid any kind of legal conflicts. The specific types of attacks or conflicts that are set forth in California Probate Code section 21311 are:

(a) A direct contest that is brought without probable cause.

(b) A pleading to challenge a transfer of property on the grounds that it was not the transferor's property at the time of the transfer. A no-contest clause shall only be enforced under this paragraph if the no-contest clause expressly provides for that application.

(c) The filing of a creditor's claim or prosecution of an action based on it. A no-contest clause shall only be enforced under this paragraph if the no-contest clause expressly provides for that application.

Probable Cause is defined in California Probate Code section 21311 as follows: probable cause exists if, at the time of filing a contest, the facts known to the contestant would cause a reasonable person to believe that there is a reasonable likelihood that the requested relief will be granted after an opportunity for further investigation or discovery.

My executor is hereby instructed to use any or all of my estate assets to defend any kind of contest or attack from any of the beneficiaries, and any such expenses shall be first allocated to and deducted from the share of the estate that would otherwise go to the beneficiary who is bringing the contest and/or attack.

8.04 Gender and Number. Except when the context in this Will requires otherwise, the singular includes the plural, and the masculine gender includes the feminine and the neuter when referring to executors, trustees, guardians, or custodians.

8.05 Headings. Clause headings are for convenience and reference only and shall not be used to interpret the provisions of this Will.

8.06 Simultaneous Death. If any beneficiary under this Will and I die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or I died first, then the bequest shall be construed based upon the presumption given under California law regarding simultaneous death. If the presumption does not resolve the question, then I shall be deemed to have survived that beneficiary, and this Will shall be construed accordingly.

8.07 Definition of Incapacity. As used in this Will, incapacity or incapacitated means a person operating under a legal disability, such as a duly established conservatorship, or a person who is unable to do either of the following:

(a) provide properly for that person's own needs for physical health, food, clothing, or shelter; or
(b) manage substantially that person's own financial resources, or resist fraud or undue influence. The determination of incapacity shall be made by the Executor during probate administration.

8.08 Choice of Law. All questions concerning the validity and interpretation of this Will, including any trusts created by this Will, shall be governed by the laws of the State of California in effect at the time this Will is executed.

8.09 Definition of Children. Whenever this instrument uses the term child or children, unless otherwise stated in the context of the term, the term shall include any adopted children that I have legally adopted during my lifetime. Any children born or adopted after the execution of this document shall also be included in the definition of child or children as used herein.

Executed on _______________ __, 20____.

____

Jane Doe

On the date written above, we, the undersigned, each being present at the same time, witnessed the signing of this instrument by Jane Doe, who declared to us that this instrument was the Last Will and Testament of Jane Doe. At that time, Jane Doe appeared to us to be of sound mind and memory and, to the best of our knowledge, was not acting under fraud, duress, menace, or undue influence. Understanding this instrument, which consists of 11 pages, including the pages on which the signature of Jane Doe and our signatures appear, to be the Will of Jane Doe we subscribe our names as witnesses hereto.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on ______________ __, 20____.

____

Witness #1 (signature)

____

Witness Name (printed)

____

Address

____

City, State, Zip

____

Witness #2 (signature)

____

Witness Name (printed)

____

Address

____

City, State, Zip