

This sample plan was run utilizing an California checklist and software to illustrate the state-specific features of Cowles' software. Your system would be specific for the state in which you practice – including fully integrated state-specific will attestation clauses, powers of attorney, health care directives, deeds, and community property agreements where applicable.

The information provided in the checklist is used to generate the trust agreement and supporting documents selected. The trust agreement is made up of five articles, with most variable information included in Articles One and Two. Segmenting the most specific information makes reviewing the trust with the clients(s) much easier, and facilitates easy, inexpensive addendums to the trust. Revisions to the trust during the appointment are also easy to make when various articles are used. Since revisions impact only Articles One and /or Two in most cases, it is not necessary to reprint the entire trust document if revisions are made.

REVOCABLE LIVING TRUST

OF

SEYMOUR T. CRAMER

March 1, 2006

Seymour Cramer
1010 W. Oak Blvd.
Anycity, Anystate 55555

Cowles' Trust Plus software generates this letter to be mailed to the client with Articles One and Two of the trust, which contain trustee appointments, management provisions and the plan of distribution. Mailing these portions of the trust, rather than the entire plan, keeps the review simple and understandable for the client and eliminates delayed appointments because the client feels the need for more time for review. The entire plan is reviewed in depth at the second appointment, when documents are signed.

Dear Sy:

Enclosed for your inspection, prior to our appointment at 3:00 P.M. on December 2, 2006, is a copy of the proposed Articles One and Two of your trust. These Articles are a small part of all the documents we are preparing but are the ones that contain the most detail, including your plan of distribution and the provisions for management of assets of the trust.

If you see the need for changes, please give us a call as soon as possible, so we can make changes prior to our appointment. We will go over all provisions during your appointment, and will answer any general questions you may have at that time.

We will look forward to seeing you on December 2, 2006, at which time we will go over the entire plan, formally sign all documents, and give you information on transferring assets into your trust.

In the meantime, feel free to call if you have questions that you would like to discuss prior to your appointment.

Sincerely,

Fritz Bean

Enclosures

The Cowles Trust Plus system generates an invoice, customized based on documents selected. The descriptions in the invoice support potential deduction of portions of fees under I.R.C. § 67 miscellaneous deductions (helpful to the client if total miscellaneous deductions exceed 2% of adjusted gross income). This invoice matches the fee agreement signed at the initial appointment. Fee agreements are included as part of the Cowles' Trust Plus system.

**INVOICE NO:
1001**

December 2, 2006

FILE NO: 20202

Seymour Cramer
1010 W. Oak Blvd.
Anycity, Anystate 55555

STATEMENT

LIVING TRUST FEES:

**ESTATE, GIFT AND INCOME TAX CONSULTATIONS, ADVICE, ANALYSIS
AND TAX PLANNING FOR PRESERVATION OF ASSETS, AND
PREPARATION AND EXECUTION OF THE FOLLOWING DOCUMENTS:**

ESTATE PLANNING PACKAGE, INCLUDING:

Revocable Living Trust
Bill of Sale
Comprehensive Transfer Document
Certificate of Trust
Certificate of Trustee Authority and Power
Last Will and Testament
Durable Power of Attorney
Durable Power of Attorney for Health Care
Property Agreement
Asset Transfer Documents
Affidavit
Asset Transfer Letters
HIPAA Form

TOTAL FEES	\$ _____
UP FRONT RETAINER	\$ _____
AMOUNT DUE AT DOCUMENT SIGNING	\$ _____

**TERMS: DUE UPON RECEIPT
THANK YOU!**

January 1, 2007

Seymour Cramer
1010 W. Oak Blvd.
Anycity, Anystate 55555

This follow-up letter and questionnaire for mailing to the client after documents are executed reminds the client about the need for funding and ongoing review of the estate plan, promotes good will, and provides valuable feedback on the quality of law office services and future marketing opportunities.

Dear Sy:

The living trust estate plan set up for you and your heirs will be of lifetime benefit to you, will avoid probate on all assets held by the trust and may help to save taxes. However, in order to allow the trust to work, you must fund it.

Funding the Trust: Please remember to fund the trust with any bank accounts, securities, partnership interests and all other property owned now or acquired in the future. Also make all necessary beneficiary designation changes on your retirement accounts and insurance. Refer to the packet of letters you received with your estate plan and the written instructions in your *Estate Organizer Binder*. Feel free to call us if you need additional information.

Updating your Estate Plan: Your *Estate Organizer Binder* contains copies of all of your documents, which should be reviewed on an annual basis to be certain that the successor trustee(s) appointed, the plan of distribution and other provisions are still appropriate. If changes occur in your family, financial situation, or desires, please feel free to contact us regarding revisions to be made. Any modifications to the documents without professional help may not effectively carry out desires and could invalidate the estate plan. In order to keep plans updated, it is important that you contact us periodically for a review of your plan.

Your *Estate Organizer Binder* contains a Schedule of Assets section where you can list information regarding your assets, directions for memorial services, your advisors' names and addresses and other personal information. Although it is not required legally, completing this information and updating it annually will be of great help to your successor trustee(s) in carrying out the provisions of your trust.

We appreciate the confidence you placed in us by allowing us to prepare your estate plan, and compliment you on taking steps to protect your assets and to simplify procedures for your family if a death or disability occurred. We know that this type of planning is easy to procrastinate on, and brings up topics that are not very pleasant to consider. Through personal experience, however, we have seen the type of planning you've completed save a great deal of money. Additionally, planning minimizes the potential for hard feelings among family members, since your intentions are clearly stated. You have taken steps to minimize paperwork for family members at times when family should be able to concentrate on supporting one another emotionally, rather than worrying about probate or guardianship concerns. Estate planning is difficult to gift wrap, but truly is a great gift to your family.

Seymour Cramer
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January 1, 2007

We hope you are pleased with our services. Would you please complete and return the enclosed confidential evaluation form? This form helps us to become aware of any issues, and enables us to improve our service to you and to others. Thanks again, for your confidence in us.

Sincerely,

Fritz Bean

Enclosure(s)

The Cowles' Trust Plus system creates easy-to-read, comprehensive documents which are coordinated with information in the Estate Organizer™ binder and informational videotapes for thorough, coordinated client education.

Trust Plus allows the drafter to build customized documents during the initial appointment by selecting appropriate phrase options in the checklist.

DECLARATION OF TRUST

This declaration of trust is made by SEYMOUR T. CRAMER as of December 2, 2006. This trust shall be governed by the laws of the State of Anystate.

*** ARTICLE ONE ***

NAME OF TRUST AND APPOINTMENTS

A. NAME OF TRUST:

This trust shall be known as the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006.

B. PRIMARY TRUSTEE:

I hereby designate myself as the primary trustee of this trust. I may exercise dominion and control over any and all of the trust assets.

C. CO-SUCCESSOR TRUSTEES:

I designate GARY A. CRAMER and BETTY T. CRAMER as the co-successor trustees of this trust. If a co-successor trustee is unable or unwilling to act, the remaining co-successor trustee(s) shall serve with all rights and responsibilities originally given to all co-successor trustees. My co-successor trustees are to assume the duties as trustees hereunder upon my resignation, death, or disappearance, or if I am certified in writing to be incompetent as provided under Article Five of this Declaration of Trust. Except as otherwise specified within the provisions of this Declaration of Trust, in the event of my incompetency or resignation, my co-successor trustees are to use the income and assets of this trust exclusively for my health, education, support, and maintenance, and the health, education, support, and maintenance of my dependents.

Trust Plus offers various options in trustee appointments, making it easy for the drafter to select or change appointments. If co-trustees are appointed, language may provide that if one does not act, the other acts alone, or that an alternate co-trustee acts in place of the original co-trustee not acting. Another option provides that if both original co-trustees do not act then neither originally appointed trustee acts and named alternates act instead.

Additionally, all appointment provisions are carried into supporting documents for consistency throughout unless the drafter opts not to carry appointments into other documents. If the client changes his or her mind during the signing appointment, changes can be made throughout the plan quickly and accurately, eliminating the need to schedule an additional meeting.

D. **ALTERNATE SUCCESSOR TRUSTEE:**

If neither of the above-named co-successor trustees is able or willing to act as successor trustee, I designate MAGNIFICENT TRUST COMPANY as successor trustee to serve with all rights and responsibilities given to the original successor trustees.

E. **ABILITY TO DELEGATE TO ONE TRUSTEE:**

If it is impractical for all of the acting co-successor trustees to act as successor trustees, if all of the acting co-successor trustees agree in writing, they may appoint one of the successor trustees as sole successor trustee, and the successor trustee so appointed shall solely have all rights and responsibilities hereinbefore given to all named successor trustees.

F. **RESIGNATION OF TRUSTEE(S):**

Any trustee may resign at any time by giving at least thirty (30) days prior written notice, specifying the effective date of the resignation to any other trustee(s) then serving and to the trustee(s) appointed by this Declaration of Trust to act upon the resigning trustee's resignation.

G. **IF NO NAMED TRUSTEE CAN ACT:**

If no trustee named in this trust is willing and able to act, a trustee or co-trustees may be named by the majority of income and remainder beneficiaries named herein. The vote of any minor beneficiary may be placed by the legal guardian of said minor beneficiary.

H. **COMPENSATION FOR SUCCESSOR TRUSTEE(S):**

My successor trustee(s) shall serve with reasonable compensation. If co-successor trustees act, compensation shall be divided equally between acting co-trustees, except as otherwise agreed by all co-successor trustees. If a corporate trustee serves as trustee, the corporate trustee shall serve with reasonable compensation in accordance with its regularly adopted fee schedule as may be in effect at the time such services are performed. Additionally, all expenses of any type incurred by my successor trustee(s) in carrying out duties under this trust shall be paid for from the trust.

I. **BOND WAIVED:**

No bond will be required of the primary trustee, the successor trustee(s), credit shelter trust trustee(s), or any other trustee(s) named herein.

J. **ACCOUNTING TO BENEFICIARIES REQUIRED:**

The primary trustee will render such accounting to the successor trustee(s) as the primary trustee deems advisable for the purpose of advising the successor trustee(s) of the nature and location of the assets of the trust. During the settlor's lifetime, if the settlor is no longer serving as primary trustee, the successor trustee(s) shall make a written accounting as hereinafter defined to the settlor or to his guardians at least annually and at the time that all assets of this trust are distributed in the event of revocation by the settlor. Upon the settlor's death, the successor trustee(s) shall make a written accounting to all remainder beneficiaries of the net proceeds of this trust, or to their guardians, at least annually and at the time that all assets of this trust are distributed. Said accounting shall consist of a record showing assets on hand at the time of the last accounting, plus additions, minus expenses and distributions, which shall equal current assets on hand. The successor trustee(s) shall not be required to obtain authority or approval of any court in the exercise of any power conferred upon the successor trustee(s), nor shall the successor trustee(s) be required to make accountings or reports to any court.

K. **PRIMARY BENEFICIARY:**

I hereby designate myself as the primary beneficiary of this trust. As long as I shall live, I will have the exclusive right to the use and benefit of the income and the assets of this trust. If I am determined to be incompetent in writing pursuant to the provisions of Article Five of this Declaration of Trust and provided that provisions are made elsewhere in this trust document for use of trust assets for other beneficiaries during my lifetime, this paragraph shall be subordinate to such other paragraphs. Upon my death, my successor trustee(s) shall take charge of the assets then remaining in this trust and distribute them according to the plan of distribution in Article Two of this Declaration of Trust document.

***** ARTICLE TWO *****
PLAN OF DISTRIBUTION

A. PLAN OF DISTRIBUTION UPON MY DEATH:

Upon my death, my successor trustee(s) shall take charge of the assets then remaining in this trust and make distribution thereof according to the following plan of distribution:

1. Pay all of my legally enforceable debts, including the expenses of my last illness and funeral expenses, current bills and any and all other expenses incurred in closing out this trust and making distribution of assets thereof.
2. My spouse is ANITA M. CRAMER and my children are CATHERINE, A. CRAMER, CHRISTOPHER T. CRAMER and CURTIS D. CRAMER. Any children born after the date of this trust shall be treated as though they were named with other children in the provisions of this trust.
3. I may from time to time indicate my desire that specific gifts be made from this living trust upon my death. If I make known my desire in writing referring to or attached to this trust agreement, upon my death, the trustee(s) shall distribute the specific gifts as if the specific gifts had been made in this trust agreement itself. The gift(s) shall be effective only upon my death, and only if the writing is dated and signed by me, and witnessed by two unrelated witnesses. In dating the specific gifts document, it is not my intention to redate the entire trust agreement.
4. If my spouse, ANITA M. CRAMER, survives me, my personal effects, including automobiles, boats, sporting equipment, jewelry, furniture, furnishings, china, glassware, silver and household equipment (except those items which are specifically given to a beneficiary elsewhere in this trust agreement in which case said specific gift shall take precedence over this paragraph) shall be distributed to my surviving spouse. If my spouse, ANITA M. CRAMER, does not survive me, then I direct that my successor trustee(s) divide my personal effects, as described above (except those items which are specifically given to a beneficiary elsewhere in this trust agreement in which case said specific gift shall take precedence over this paragraph), among my children or their issue by representation as they may agree or, failing such agreement, in such manner as my successor trustee(s) may deem equitable. If my spouse does not survive me and if my children or their issue by representation do not agree, I give my successor trustee(s) full discretion to determine the division and distribution of the articles above referred to between my children or their issue by representation, and such determination shall be binding on all persons. If any beneficiary of mine is a minor at the time of such division, distribution shall be made to the person having custody of him or her for purposes of this provision, and the receipt of such person for the distributable

share of such minor shall fully and completely release my successor trustee(s) from responsibility for such personal property.

5. If my spouse, ANITA M. CRAMER, survives me, my trustee(s) shall divide the net proceeds of this living trust into separate shares, hereinafter referred to as the Marital Deduction Share and the Non-Marital Share. My trustee(s) may divide community property in a non pro rata manner and shall take into account any written agreement between the settlor and the settlor's spouse providing for a non pro rata division of their community property and the effect of such agreement on community property passing outside the trust. The trustee(s) shall have the discretion to select the assets to be allocated, but such assets as are selected shall be valued as hereinafter provided.

B. NON-MARITAL SHARE:

1. If my spouse, ANITA M. CRAMER, survives me, the Non-Marital Share shall be comprised of an amount equal to the largest amount which can pass under this Article Two free of federal estate tax on my gross estate. In computing this amount, the trustee(s) shall consider:
 - a. The applicable credit amount and all other credits available for federal estate tax purposes, including the credit for state death taxes, if any;
 - b. All deductions and exclusions allowable for estate tax purposes other than the marital or charitable deduction;
 - c. Any possible charges to principal which are not allowed as deductions in computing federal estate tax for my estate; and
 - d. Dispositions under other provisions of this trust agreement and property passing or which has passed outside of this trust agreement, and which does not qualify for the marital or charitable deduction.
 - e. In computing the pecuniary amount of the Non-Marital Share, the values, amounts and credits as finally determined for federal estate tax purposes shall control. Except as limited herein, the trustee(s) are authorized, in the trustee(s) sole discretion, to satisfy this gift in cash or in kind or partly in each. Assets allocated in kind to satisfy this gift shall be valued at their fair market value as determined on the date or dates of distribution.
 - f. It is the intent and purpose of settlor that Non-Marital Share provisions and funding considerations regarding the Non-Marital Share, and amounts passing to surviving spouse qualifying for the marital deduction, be construed and enforced in such manner as will minimize taxes within the

framework of laws in existence at the date of death of settlor and at the date of death of settlor's spouse if settlor's spouse survives settlor.

2. The Non-Marital Share shall be distributed to a Credit Shelter Trust, to be held and administered as follows:
 - a. GARY A. CRAMER and BETTY T. CRAMER shall be the trustee(s) of the Credit Shelter Trust and shall be entitled to manage the assets of the Credit Shelter Trust, but the plan of distribution and all terms of this Credit Shelter Trust shall be irrevocable and unamendable upon my death. My surviving spouse shall have no rights of management in said Credit Shelter Trust. The Credit Shelter trust trustee(s), in the trustee(s)' sole discretion, may distribute all or any part of the net income or principal of the Credit Shelter Trust to or for the benefit of my surviving spouse in such proportions and in such amounts as the trustee(s) in the trustee(s)' sole discretion may determine to be necessary for the health (including but not limited to medical, dental and hospital expenses), education, maintenance or support of my spouse to enable my spouse to maintain the standard of living which my spouse maintained during my lifetime, or the trustee(s) may accumulate all or any part of the net income and add it to the principal of the Credit Shelter Trust.
 - b. If GARY A. CRAMER and BETTY T. CRAMER are unable or unwilling to act as co-trustees, I designate MAGNIFICENT TRUST COMPANY as trustee to serve with all rights and responsibilities given to the original trustees.
 - c. I authorize and empower my Credit Shelter Trust trustee(s) to invest, reinvest, transfer, and convey any and all property held in this Credit Shelter Trust. This includes all power now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust.
 - d. The Credit Shelter Trust trustee(s) shall act without bond and shall make a written accounting to my surviving spouse at least annually, and shall make a written accounting to all remainder beneficiaries of the net proceeds of this trust at the time that all assets of this Credit Shelter Trust are distributed. Said accounting shall consist of a record showing assets on hand at the time of the last accounting, plus additions, minus expenses and distributions, which shall equal current assets on hand. The Credit Shelter Trust trustee(s) shall not be required to obtain authority or approval of any court in the exercise of any power conferred upon the trustee(s), nor shall said trustee(s) be required to make accountings or reportings to any court.

- e. The trustee(s) shall serve with reasonable compensation. If co-trustees act, compensation shall be divided equally between acting co-trustees, except as otherwise agreed by all co-trustees. If a corporate trustee serves as trustee, the corporate trustee shall serve with reasonable compensation in accordance with its regularly adopted fee schedule as may be in effect at the time such services are performed. Additionally, all expenses of any type incurred by the trustee(s) in carrying out duties under this trust shall be paid for from the trust.
3. Upon my spouse's death, the assets then remaining in this Credit Shelter Trust shall be distributed to the testamentary trust trustee(s) hereinafter named, to be held in trust for the following uses and purposes:
- a. The testamentary trust trustee(s) shall distribute the proceeds given to the testamentary trust trustee(s) in the previous paragraph into a common trust for the benefit of my children or their issue by representation, to be administered as hereinafter provided.
 - b. When my youngest surviving child reaches the age of majority, the principal and any accumulated income shall be divided into shares to provide one equal share for each surviving child and one (1) share for each deceased child to be divided for his or her issue by representation. The distribution for each beneficiary shall be administered in a separate trust.
 - c. While the testamentary trust is administered in one trust, the testamentary trust trustee(s) shall pay to my beneficiaries or for their benefit, from the income or principal of the trust, such sum or sums as the testamentary trust trustee(s) shall deem necessary or proper to provide for their suitable support, health, education and maintenance, adding any unused income to the principal at the end of each year. Distributions authorized in the previous sentence are in the sole discretion of the testamentary trust trustee(s), and are not required to be made equally among my beneficiaries nor pursuant to the shares allocated to beneficiary(ies) above. Distributions made for support, health, education and maintenance shall not be considered advancements, and shall not impact calculation of shares pursuant to the following provisions.
 - d. After the trust is divided into a separate trust for each beneficiary, the testamentary trust trustee(s) shall pay to the beneficiary or for the beneficiary's benefit, from the income or principal of that beneficiary's trust, such sum or sums as the testamentary trust trustee(s) shall deem necessary or proper to provide for that beneficiary's suitable support, health, education and maintenance, adding any unused income to the principal at the end of each year. After the trust is divided into a separate trust for each beneficiary, the principal and income of each trust shall

remain entirely separate (except investment in a common fund shall be allowed), and each testamentary trust shall be used only for the benefit of the beneficiary of that respective trust, and shall not be used under any circumstances for the benefit of any other beneficiary.

- e. This spendthrift provision is intended for the personal protection and welfare of the beneficiary(ies). No interest of a beneficiary under this instrument shall be subject to voluntary or involuntary transfer, assignment, anticipation, pledge or seizure by legal process, or be subject during the beneficiary's life to the claims of the beneficiary's creditors or to any claims for maintenance or for support of a beneficiary's spouse. If the testamentary trust trustee(s) believe the interest of a beneficiary is threatened to be diverted in any manner from the purpose of a trust as stated above, the testamentary trust trustee(s) shall withhold any distributions and shall apply payment in any manner which will contribute to the support, health, education and maintenance of the beneficiary(ies). Whenever the testamentary trust trustee(s) are satisfied that the diversion is no longer threatened, resumption of distribution is authorized. This provision shall not be construed to extend the term of any trust.
- f. After the common trust has been divided into separate trusts as hereinbefore provided, when the beneficiary of a trust reaches the age of twenty-five (25), the testamentary trust trustee(s) shall distribute to that beneficiary one-half (1/2) of the principal and accumulated income of that beneficiary's trust. When the beneficiary of a trust reaches the age of thirty (30), the testamentary trust trustee(s) shall distribute to that beneficiary all remaining principal and any accumulated income of that beneficiary's trust, and that beneficiary's trust shall terminate.
- g. While the testamentary trust is administered in one trust, in the event of the death of a beneficiary prior to the termination of this testamentary trust, then the deceased beneficiary's issue by representation shall take the place of the deceased beneficiary as lifetime and residuary beneficiary(ies) of this trust. If the deceased beneficiary leaves no issue, then the interest of the deceased beneficiary shall be attributed in equal shares to the siblings of the deceased beneficiary or their issue by representation. The testamentary trust shall be administered for the benefit of all beneficiary(ies) of this trust, and upon termination of this trust, shall be distributed to the testamentary trust trustee(s) of separate trusts for the benefit of each beneficiary. This provision shall not be construed to extend the term of this testamentary trust past the term hereinbefore described.
- h. After the testamentary trust is divided into separate trusts, in the event of the death of a beneficiary prior to the termination of that beneficiary's

testamentary trust, then the testamentary trust trustee(s) shall distribute the deceased beneficiary's trust principal and accumulated income to the deceased beneficiary's issue by representation, and, if none shall then be living, then the deceased beneficiary's trust principal and accumulated income shall be distributed in equal shares to the siblings of the deceased beneficiary or their issue by representation, subject to the following provisions. If a beneficiary's testamentary trust is still in existence, said share from a deceased beneficiary shall be added to the existing testamentary trust and held under the terms and conditions of that existing trust. If a beneficiary's testamentary trust is no longer in existence or if a beneficiary's share was not previously held in trust, that beneficiary shall receive his or her share of the deceased beneficiary's share outright.

- i. If neither primary nor contingent beneficiaries survive, in the event of the death of a beneficiary prior to the termination of the common testamentary trust or the separate testamentary trust for that beneficiary's benefit, then at the time the testamentary trust is terminated, the testamentary trust trustee(s) shall distribute the deceased beneficiary's share of trust principal and accumulated income to my heirs at law.
- j. I designate GARY A. CRAMER and BETTY T. CRAMER as co-testamentary trust trustees.
- k. If GARY A. CRAMER and BETTY T. CRAMER are unable or unwilling to act as co-testamentary trust trustees, I designate MAGNIFICENT TRUST COMPANY as testamentary trust trustee to serve with all rights and responsibilities given to the original trustees.
- l. If it is impractical for all of the testamentary trust trustees to act as co-testamentary trust trustees, if all of the co-testamentary trust trustees agree in writing, they may appoint one of the testamentary trust trustees as sole testamentary trust trustee, and the testamentary trust trustee so appointed shall solely have all rights and responsibilities hereinbefore given to all named co-testamentary trust trustees.
- m. My testamentary trust trustee(s) shall act without bond, and shall not be required to make any reports or accountings to any court, but shall be required to make annual written accountings of the administration of the trust(s) to all beneficiaries or to their guardians.
- n. My testamentary trust trustee(s) shall serve with reasonable compensation. If co-testamentary trust trustees act, compensation shall be divided equally between acting co-trustees, except as otherwise agreed by all co-testamentary trust trustees. Additionally, all expenses of any type incurred by my testamentary trust trustee(s) in carrying out the duties under this

testamentary trust shall be paid for from the testamentary trust. If a corporate trustee serves as trustee, the corporate trustee shall serve with reasonable compensation in accordance with its regularly adopted fee schedule as may be in effect at the time such services are performed.

4. If neither beneficiaries nor alternate beneficiaries named herein survive, then I give the net proceeds of this trust to MARTIN J. CRAMER and CLAUDIA M. DAYTON IN EQUAL SHARES OR TO THEIR ISSUE BY REPRESENTATION.
5. I authorize my testamentary trust trustee(s) to consolidate all testamentary trust(s) which are for the benefit of identical beneficiaries and contain identical or substantially identical terms and provisions, whether created by this trust agreement or pursuant to other documents.
6. I authorize my testamentary trust trustee(s) to consolidate all testamentary trust(s) which are for the benefit of identical beneficiaries and contain identical or substantially identical terms and provisions, whether created by this trust agreement or pursuant to other documents.

C. **MARITAL DEDUCTION SHARE:**

1. The Marital Deduction Share shall be comprised of the net proceeds remaining after the above provisions are complied with and shall be more particularly described as the Qualified Terminable Interest Trust (hereinafter QTIP), to be administered as follows.
 - a. If my spouse, ANITA M. CRAMER, survives me, I give to GARY A. CRAMER and BETTY T. CRAMER as trustees of the Qualified Terminable Interest Trust, to hold in a separate trust known as the Qualified Terminable Interest Trust, all of the net proceeds of this living trust remaining after compliance with the previous provisions.
 - (1) If GARY A. CRAMER and BETTY T. CRAMER are unable or unwilling to act as trustees, MAGNIFICENT TRUST COMPANY shall serve with all rights and responsibilities given to the original trustees.
 - (2) If it is impractical for all of the co-trustees to act as trustees, if all of the co-trustees agree in writing, they may appoint one of the co-trustees as sole trustee, and the trustee so appointed shall solely have all rights and responsibilities hereinbefore given to all named trustees.

- b. During my spouse's lifetime, the trustee(s) shall pay to or for the benefit of my spouse all of the Qualified Terminable Interest Trust income arising from the trust estate in convenient installments, but not less frequently than annually.
- c. Upon my spouse's death, any accrued and undistributed income shall be distributed to my spouse's estate, after provision has first been made for the payment of any estate, inheritance, transfer, succession or other death taxes payable by reason of the inclusion of the value of the trust property in my spouse's estate. The remaining principal shall be added to and become part of the Credit Shelter Trust and shall be held and administered and disposed of in accordance with the plan of distribution for the Credit Shelter Trust as herein provided, or, if no Credit Shelter Trust exists, remaining principal shall be distributed pursuant to the plan of distribution for the Non-Marital Share as herein provided, which plan is herein incorporated by reference.
- d. If no executor, personal representative or administrator is appointed, qualified and acting in the United States in regard to my estate, the trustee(s) of the revocable trust or others authorized pursuant to I.R.C. §2056(b)(7), (hereinafter referred to as '706 Filer'), are hereby authorized, in the 706 Filer's sole discretion, to determine whether to elect (under I.R.C. §2056(b)(7)) to qualify all or a specific portion of the Qualified Terminable Interest Trust created herein for the federal estate tax marital deduction. The 706 Filer, in exercising such discretion, shall attempt to minimize, or eliminate if possible, the federal estate tax payable by my estate at the time of my death.

If, however, the 706 Filer determines that it is in the best interest of the persons who may receive any assets after my death and my spouse's death to pay some federal estate tax in my estate, taking into consideration any other tax that is to be paid because of my death and my spouse's death, and any income tax liability that may be affected by the election, the 706 Filer may elect to take a marital deduction that does not reduce the tax to zero if the payment of the tax will not jeopardize the ability of the Qualified Terminable Interest Trust to provide my spouse with the level of support and maintenance contemplated by this Declaration of Trust. The decision of the 706 Filer to make this election shall be final and binding on all persons.

- e. If an election is made under I.R.C. §2056(b)(7) to qualify some but not all of the property allocated to the QTIP Trust for the federal estate tax marital deduction, the QTIP Trust shall be divided into two separate trusts pursuant to the terms of the election. The division shall be based on the fair market value of the trust assets at the time of the division, and shall be

done on a fractional or percentage basis pursuant to Reg. §20.2056(b)-7(b)(2)(ii). One of the trusts shall contain the share of the trust assets for which the election has been made and shall be designated as the Qualifying QTIP Trust. The other trust shall contain the share of the trust assets for which the election has not been made and shall be designated the Non-Qualifying QTIP Trust. The Non-Qualifying QTIP Trust shall be subject to all of the rights, interests, powers, and other terms prescribed for the Qualifying QTIP Trust.

- f. I authorize and empower my trustee(s) to invest, reinvest, transfer, and convey any and all property held in this Qualified Terminable Interest Trust, including either or both the Qualifying and/or Non-Qualifying QTIP trust(s). This includes all power now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust.
- g. The trustee(s) shall act without bond and shall make a written accounting to my surviving spouse at least annually, and shall make a written accounting to all remainder beneficiaries at the time that all assets of this Qualified Terminable Interest Trust are distributed. Said accounting shall consist of a record showing assets on hand at the time of the last accounting, plus additions, minus expenses and distributions, which shall equal current assets on hand. The Qualified Terminable Interest trustee(s) shall not be required to obtain authority or approval of any court in the exercise of any power conferred upon the trustee(s), nor shall said trustees be required to make accountings or reportings to any court.
- h. The trustee(s) shall serve with reasonable compensation. If co-trustees act, compensation shall be divided equally between acting co-trustees, except as otherwise agreed by all co-trustees. If a corporate trustee serves as trustee, the corporate trustee shall serve with reasonable compensation in accordance with its regularly adopted fee schedule as may be in effect at the time such services are performed. Additionally, all expenses of any type incurred by the trustee(s) in carrying out duties under this trust shall be paid for from the trust.

D. PLAN OF DISTRIBUTION IF SPOUSE DOES NOT SURVIVE:

Upon my death, if my spouse, ANITA M. CRAMER, does not survive me, the net proceeds of this trust remaining after compliance with the previous provisions shall be distributed pursuant to the plan of distribution for Non-Marital Share assets, which provisions are herein incorporated by reference.

E. **RULE AGAINST PERPETUITIES:**

All trusts created by this instrument or by the exercise of any power of appointment shall terminate within ninety (90) years after its creation, pursuant to California Probate Code §21200-21231 and shall include any amendments and/or equivalent successor section to said code or regulation. The trustee shall distribute the principal and undistributed income of a terminated trust to the then-living income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. At the time of such termination, if the trust does not fix the rights to income, the trustee shall distribute the trust by right of representation to the persons, who, in the trustee's reasonable discretion, are entitled to receive trust payments.

F. **GUARDIANSHIP:**

1. If I am not able to act as guardian for my minor child(ren), I designate GARY A. CRAMER and BETTY T. CRAMER as co-guardians of my minor child(ren), or co-guardians of any child of mine who is unable to act as his or her own guardian due to mental disability.
2. If both of the above-named guardians are unable or unwilling to serve as guardians, then I designate DAVID CRAMER and SARAH CRAMER as guardians, with all rights and responsibilities given to the original guardians.
3. No bond will be required of the guardian(s).

G. **SURVIVORSHIP CLAUSE:**

If any beneficiary dies prior to the termination of this trust or within thirty (30) days after the date of my death, whichever is earlier, any interests which would have passed to said beneficiary under the provisions of this trust are to be disposed of according to the plan of distribution which would have been effective under this trust if such beneficiary had predeceased me, except that, if a 'Simultaneous Death Provision' is included in this Declaration of Trust or in any addendum thereto, the Simultaneous Death Provision shall take precedence over the provisions of this paragraph in regard to survivorship of my spouse. It is my intention that any property or interest which is distributed from my trust as a result of any transfer authorized by my successor trustee(s) prior to the death of said beneficiary will not be revoked or otherwise affected by the subsequent death of the distributee.

H. **SIMULTANEOUS DEATH PROVISION:**

If my spouse and I should die under such circumstances as would render it doubtful as to which died first, then it shall be conclusively presumed for the purposes of this living trust that I died first.

***** ARTICLE THREE *****
SETTLOR POWERS

A. POWER TO FUND THE TRUST:

After this trust is duly executed, I will execute and deliver all deeds, assignments, bills of sale, written instructions and other legal documents necessary to convey and register all of my assets that I choose to place in trust under this trust to be owned by the trustee(s) of this trust and held and administered under the terms and conditions of this trust. Assets which are evidenced by titles or deeds currently being transferred to the trustee of this trust are listed on Schedule A, which is attached to this trust and made a part of this trust. I hereby transfer to this trust all assets not requiring titles or deeds, including but not limited to my furniture, wearing apparel, and personal possessions. Additionally, the settlor is now holding and will hold, solely and exclusively for and on behalf of such trust, any and all properties of all kinds, whether presently owned or hereafter acquired including bank accounts, certificates of deposit, mutual and money market funds of all kinds, securities, agency and custody accounts, notes, and real estate wherever located, but not including tax-favored assets on which recognition of income has been deferred including but not limited to IRAs, Roth IRAs, qualified plans under IRC §401(a), tax sheltered annuities, and non-qualified deferred compensation.

All such property is hereby transferred to and the same shall be owned by such trust.

This declaration shall apply even though record ownership or title, in some instances, may, presently or in the future, be registered in my individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

All assets transferred to the trustee of this trust, whether now or at a later date, shall become part of the trust estate and be subject to all terms and provisions of this trust document.

B. POWER TO AMEND:

During my lifetime this trust may be amended in whole or in part by an instrument in writing which is either notarized or executed with the same formalities as a will, signed by me, and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this Declaration of Trust.

C. POWER TO REVOKE:

During my lifetime, I may revoke the trust, in whole or in part, by an instrument in writing, signed by me and delivered to all acting trustee(s) (which may be me), except as

may be limited by Article One or Two of this Declaration of Trust. Upon revocation, the trustee(s) shall deliver the trust property to me. This trust shall be irrevocable upon my death.

D. **POWER TO CHANGE TRUSTEE:**

During my lifetime, I may change the trustee(s) of this trust by an instrument in writing, signed by me and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this Declaration of Trust.

***** ARTICLE FOUR *****
TRUSTEE(S)' POWERS

A. MANAGEMENT OF TRUST PROPERTY:

With respect to property governed by any trust created under this agreement, except as otherwise specifically provided in this trust, the trustee(s) shall have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there were no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust. Any expenditure involved in the exercise of the trustee(s)' powers shall be borne by the trust.

Trustee(s)' powers shall include, but shall not be limited to, the following powers:

1. To sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property, and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust for any purpose; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property.
2. To abandon or retain underproductive or nonproductive assets, and to invest and reinvest the trust funds in such property as the trustee(s), in the exercise of reasonable business judgment, may deem advisable, including stock of the trustee(s) and investments in any common trust fund now or hereafter established by trustee(s), except in regard to marital deduction property, in which case the surviving spouse shall have the power to direct the trustee(s) to make the property income producing.
3. To deal with itself or affiliates, to borrow money for any purpose; to place, replace, renew or extend any encumbrance upon any trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action.
4. To establish lines of credit and to guarantee any and all loans made to the settlor regardless of the purpose of the loan.
5. To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and, in connection therewith, to deposit

securities with and transfer title and all rights and responsibilities to any protective or other committee as the trustee(s) may deem advisable.

6. To acquire or dispose of an asset for cash or on credit, at public or private sale, and to exchange, partition, change the character of or abandon a trust asset or any interest herein.
7. To make improvements, alterations, or ordinary or extraordinary repairs of buildings or other trust property; to demolish any improvements; and to raze existing or erect new party walls or buildings.
8. To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.
9. To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset.
10. To vote a security, in person or by general or limited proxy.
11. To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.
12. To sell or to exercise or not exercise, as the trustee(s) may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the trust estate.
13. To engage in covered call writing.
14. To buy, sell and trade in securities of any nature.
15. To hold a security in the name of a nominee or in any other form without disclosure of the trust, so that title to the security may pass by delivery, but the trustee(s) shall be liable for any act of the nominee in connection with the security so held.
16. To insure the assets of the trust against damage or loss, and the trustee(s) against liability with respect to third persons.
17. To advance money for the protection of the trust and for all expenses, losses and liabilities sustained in the administration of the trust or because of the holding or

ownership of any trust assets. Thereon, the trustee(s) shall have a lien on the trust assets for any such advances.

18. To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration or otherwise; to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.
19. To commence or defend litigation with respect to the trust or any property of the trust estate as trustee(s) may deem advisable and to employ such counsel as the trustee(s) shall deem advisable for that purpose.
20. To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the trust, any property subject to any such security instrument.
21. To pay taxes, assessments, any compensation of trustee(s) as allowed under other provisions of this Declaration of Trust and other reasonable expenses incurred in the collection, care, administration and protection of the trust.
22. To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.
23. To pay the debts of settlor, the cost of any final illnesses of settlor, and the cost of settlor's funeral and final disposition, and to authorize any actions necessary to arrange for settlor's funeral and final disposition.
24. To appoint a general or special agent to act on trustee(s)' behalf. Any power of attorney the trustee(s) create pursuant to this power shall cease when the appointing trustee(s) cease to act as trustee(s).
25. My trustee(s) shall have access to any safe deposit box of mine (whether the box is held in my name alone, in my revocable trust, or jointly with another or others) wherever located, and may remove the contents and surrender the box on my behalf. Any institution in which a safe deposit box of mine is located is not liable to me, to my trust, or to my heirs or estate for permitting my trustee(s) to exercise this power.
26. After the death of the settlor, upon any division or partial or final distribution of the trust estate, the trustee(s) shall have the power to partition, allot and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustee(s), and to sell such property as the trustee(s) consider necessary to make such division or distribution. The trustee(s) may make non pro rata divisions between beneficiaries as long as the respective

assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value.

27. The trustee(s) shall have the power to deal with governmental agencies; to make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medi-Cal (or Medicaid for any state other than California in which the settlor may reside), Supplemental Security Income, and any other government resources and community support services available. The trustee(s) shall have the power to explore and implement legally acceptable Medi-Cal planning strategies and options to plan and accomplish asset preservation if the settlor needs long-term health and nursing care.
28. If my estate is probated and the estate does not contain sufficient funds with which to pay legally enforceable debts and expenses, the personal representative(s) of my estate shall have the right to request that the trustee(s) of this trust distribute to the estate an amount necessary to satisfy the legally enforceable debts and expenses, and the trustee(s) are authorized, in the sole discretion of the trustee(s), to distribute funds to the estate for said debts and expenses, except that the trustee(s) shall make no payment from assets, such as life insurance proceeds, that would otherwise be immune from creditors' claims.
29. Property passing to the trustee(s) of any trust under this agreement may be disclaimed by said trustee(s) without court order or approval of beneficiaries, and the trustee(s) shall recognize a beneficiary's disclaimer of all or any part of said beneficiary's interest in any property distributable to the beneficiary, provided the disclaimer is made in accordance with the requirements for a disclaimer pursuant to I.R.C. § 2518.
30. The trustee(s) shall have the power to permit any beneficiary to use any tangible personal property held as an asset of a trust without incurring liability to the trustee(s) or the beneficiary(ies) for damage to, or consumption or loss of, such property.
31. The trustee(s) are authorized to divide any trust, whether existing or to be established, into two or more separate smaller trusts, without any requirement for said trusts to be equal in value, and without any requirement for discretionary distributions to be made proportionally among said trusts, whenever the trustee(s) believe such division may achieve desirable tax results for the trust or its beneficiaries, promote easier administration or otherwise be in the best interests of the trust or its beneficiaries. Upon termination of any separate smaller trust, the trustee(s) are authorized to distribute from any one such trust to any beneficiary in proportions/amounts as the trustee(s) consider desirable so long as distribution from all such separate smaller trusts would, if such trusts were a single trust, satisfy the provisions governing the trust before its division.

32. The trustee(s) may appoint one or more outside investment managers to provide discretionary investment management of all or part of the trust's property, and may delegate investment authority to such managers with respect to the trust property committed to manager's discretion. The trustee(s) may compensate any such investment manager for its services without reduction of the trustee(s)' compensation. Any such delegation shall be evidenced by an investment advisory agreement or similar document.
33. In the event any corporate trustee(s) shall merge, consolidate with, sell, or transfer substantially all of its business assets to another corporation, the corporation resulting from such merger or consolidation of the corporation to which it is converted or to which such sale or transfer shall be made, shall hereupon become the trustee(s) hereunder with the same effect as though originally named.
34. Any expense incurred by the trustee(s) under this Article may be charged against income or principal as the trustee(s) shall determine in a fair and equitable manner to the extent the allocation is not covered by statute.
35. The trustee(s) are authorized, in the trustee(s)' absolute discretion, with respect to environmental issues that may arise with respect to any property, real or personal, at any time held under any provision of this trust agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this trust agreement or by statute or general rules of law:
 - a. To use or expend the trust income and principal to (1) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulations thereunder; (2) take all appropriate remedial action to contain, cleanup or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to regulations thereunder; (3) defend, settle, or act upon legal proceedings brought about by any local, state, federal or foreign agency concerned with environmental law or regulations thereunder; (4) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (5) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.
 - b. To disclaim, in whole or in part, any interest in property for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state, local or foreign environmental law.

- c. The trustee(s) shall not be liable for any loss or depreciation in value sustained by the trust as a result of the trustee(s) retaining any property upon which there is later discovered to be hazardous materials or substances requiring action pursuant to any federal, state, local or foreign environmental law, unless the trustee(s) contributed to the loss or depreciation in value through willful default, willful misconduct or gross negligence.
- d. Notwithstanding any provision in this trust agreement to the contrary, the trustee(s) may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the trustee(s) against any claims filed against the trustee(s) as "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as subsequently amended from time to time or against any regulation thereof.

36. Broad Investment Powers Under Prudent Investor Rules

The trustee(s) may, in the trustee(s) discretion, invest and reinvest trust funds in every kind of property (real, personal, or mixed) and every kind of investment, specifically including but not limited to corporate obligations of every kind, (preferred or common stocks, shares of investment trusts, investment companies, and mutual funds), life insurance policies, notes, real estate, bonds, debentures, mortgages, deeds of trust, mortgage participations, market funds and index funds appropriate under the then prevailing circumstances (specifically including but not limited to the factors set out in Probate Code § 16047(c)):

- a. General economic conditions.
- b. The possible effects of inflation or deflation.
- c. The expected tax consequences of investment decisions or strategies.
- d. The role that each investment or course of actions plays within the overall trust portfolio.
- e. The expected total return from income and the appreciation of capital.
- f. Other resources of beneficiaries known to the trustee(s) or determined from information provided by the beneficiaries.
- g. Needs for liquidity, regularity of income, and preservation or appreciation of capital.

- h. An asset's special relationship or special value, if any, to the purposes of the trust or to one or more of the beneficiaries.

In doing so, the trustee(s) shall exercise care, skill, and caution to attain the settlor's goals under this instrument, including retention of rental real estate owned by this living trust. The trustee(s) shall consider individual investments as part of an overall investment strategy having risk and return objectives reasonably suited to the purposes of the trust. The trustee(s)' investments may include stock in any common trust fund administered by a corporate trustee.

- 37. The trustee(s) shall administer the trust in accordance with the California Uniform Principal and Income Act; Probate § 16320-16375.

***** ARTICLE FIVE *****
GENERAL PROVISIONS

A. CERTIFICATE OF TRUSTEE AUTHORITY AND POWER:

A Certificate of Trustee Authority and Power signed by me and the serving trustee(s) of this trust and acknowledged before a notary public shall be conclusive evidence upon all persons and institutions and for all purposes of the facts stated in said Certificate respecting the terms of the trust, the text of the trust, and regarding who are from time to time trustee(s) of the trust.

B. SPENDTHRIFT PROVISION:

No interest in the principal or income of any trust created under this trust instrument shall be voluntarily or involuntarily anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This paragraph shall not prohibit an assignment by a beneficiary to any other beneficiary of this trust. This provision shall not apply to my interest in the trust estate.

C. INCAPACITY OF TRUSTEE:

Whenever two licensed, practicing medical doctors who are not related by blood or marriage to me or to any beneficiary or trustee of this trust certify in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the alternate trustee provisions under Article One of this Declaration of Trust shall apply. However, if after receipt of the certificates, the trustee alleged to be incompetent gives written notice to the person causing the certificates to be issued that he or she disagrees with the doctors, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. If, at a later date, the removed trustee regains competency and can evidence said competency with written affidavits from two licensed, practicing medical doctors who are not related by blood or marriage to me or to any beneficiary or trustee of this trust, and serves said affidavits upon at least one (1) acting trustee, the removed trustee shall resume duties as trustee hereunder. Anyone dealing with the trust may rely upon written medical certificates or a photocopy of them, presented to them by the successor trustee(s), or original trustee, and shall incur no liability to any beneficiary for any dealings with any designated trustee(s) in good faith reliance on said certificates. This provision is inserted in this document to encourage third parties to deal with any trustee without the need for court proceedings.

D. INCAPACITY OF THE SETTLOR:

If I am replaced as trustee of this trust as provided above, the successor trustee(s) shall

use the trust estate for my benefit and for the benefit of anyone else authorized to benefit by Article One or Two of this living trust in the event of incapacity. Any income not paid to or for my benefit or to or for the benefit of other authorized beneficiaries shall be added to the principal.

The foregoing shall also apply to distributions by the trustee(s) whenever the settlor who is not serving as trustee becomes incapacitated. My incapacity or regaining of capacity shall be established in the same manner provided for establishing the incapacity or regaining of capacity of trustee(s) as provided in Article Five C. above.

When in the process of determining my mental or physical infirmity, illness, injury, disability or incapacity, all individually identifiable health information and medical records may be released to the person(s) appointed as my successor trustee(s), to include any written opinion relating to my mental or physical illness, injury, disability or incapacity that the person(s) so appointed may have requested. This release and authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (a/k/a HIPAA), 42 USC 1320d and 45 CFR 160-164, and applies even if the person(s) has not yet begun to act as my successor trustee(s).

E. TRUSTEE AUTHORITY TO MAKE GIFTS:

If I am replaced as trustee of this trust as provided above, the successor trustee(s) shall be fully authorized to make gifts from this trust in equal shares between CATHERINE, A. CRAMER, CHRISTOPHER T. CRAMER and CURTIS D. CRAMER or to their issue by representation, provided said gifts qualify for the annual exclusion under Sections 2503(b), 2503(c) and 2503(e) of the Internal Revenue Code of 1986, as subsequently amended.

F. ASSURANCES OF SETTLOR:

I hereby agree that anyone dealing with the trust may rely on the original trust document and in the absence of actual notice of any modification or revocation of this trust, it shall be conclusively presumed that the trust is in full force and effect as stated herein. This assurance is given to encourage people to deal with the acting trustee(s) or settlor. Further, this assurance is given to encourage successor trustee(s) to rely on the trust document as presented to the successor trustee(s). This provision is binding upon all successors in interest to this trust.

Cowles' Trust Plus software is intelligent enough to make all documents consistent. Using the checklist, in the power of attorney the drafter authorized gifts to be made up to annual exclusion amounts. Software inserts appropriate provisions into the revocable trust, so the authorization to make gifts is consistent, and applies to trust or non-trust assets.

G. **LIABILITY OF TRUSTEE(S):**

1. **LIABILITY OF SUCCESSOR TRUSTEE(S):**

No trustee shall be liable for or responsible for any act, omission or default of any predecessor trustee. No successor trustee shall have a duty to audit or investigate the administration of accounts by a predecessor trustee.

2. **NOTICE TO TRUSTEE(S):**

Unless the trustee(s) receive actual written notice of an event affecting a beneficial interest in this trust, the trustee(s) shall not be liable to any beneficiary for making distributions as though the event had not occurred.

3. **APPLICATION OF TRUST FUNDS:**

The trustee(s) shall be solely responsible for the manner in which trust assets are applied. No person paying money or delivering property to the trustee(s) shall be responsible for its application.

H. **GIFTS MADE BY SETTLOR:**

Any distribution made as a gift of principal or income of this trust to anyone other than settlor shall be considered a distribution of such assets first to settlor and then a direct transfer of such assets from settlor to donee(s). Settlor suggests, but does not legally mandate, that any assets which are the subject of such a gift be first distributed to settlor so that settlor can complete such gifts directly.

I. **DISAPPEARANCE:**

If I should disappear and my whereabouts should remain unknown for a period of forty-five (45) days, my successor trustee(s) shall take over the management of this trust until I return. If I am not seen or heard of for a period of one year and my body has not been recovered, my successor trustee(s) shall presume that I am not alive, and shall proceed with the distribution of the assets of this trust as hereinbefore provided.

J. **SINGULAR/PLURAL, GENDER AND DEFINITIONS OF COMMON TERMS:**

Wherever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter. The words "child", "children", "grandchild" and "grandchildren" shall include legally adopted children and grandchildren and children and grandchildren born or adopted before or after the execution of this trust, but shall not include stepchildren or step grandchildren who have not been legally adopted. Also, in construing this trust, the terms "lineal descendants" and "issue" shall include legally

adopted lineal descendants and issue and lineal descendants and issue born or adopted before or after the execution of this trust.

The phrases "issue by right of representation" and "issue by representation" shall mean lineal descendants, *per stirpes*. The phrase "his/her and/or their issue by representation" shall be interpreted so that if a beneficiary of this trust is alive at the applicable date, the beneficiary's share is distributed to said beneficiary and issue do not take as beneficiaries, but if a beneficiary of this trust is deceased as of the applicable date and the trust provisions provide that the beneficiary's "issue by representation" take the deceased beneficiary's share, then that beneficiary's lineal descendants, *per stirpes*, take, inherit, and/or benefit as the deceased beneficiary's issue by representation or issue by right of representation. Issue shall mean lineal blood descendants and legally adopted descendants, unless stated otherwise. The phrase *per stirpes* shall mean (1) the division of distributable property into the number of equal shares sufficient to create one such share with respect to each then living descendant occupying the oldest generation in which there is at least one then living person, and one such share with respect to each deceased descendant occupying the same generation who is then survived by one or more descendants, and (2) distribution of each share so created with respect to a then living descendant to such descendant, and distribution of each deceased descendant's share equally among or between the deceased descendant's children, also *per stirpes* as defined in (1) above.

The word "*testamentary*" shall be construed as meaning *arising after death*, and shall not be construed to imply any requirement of a probate proceeding of any type. All references to I.R.C. § and/or Reg. § or Regulation § shall include any amendments and/or equivalent successor section to said code or regulation. Trustee(s) includes any person(s), corporation(s) or other entity(ies) from time to time holding that office as sole or co-trustee.

Dated: December 2, 2006

WITNESSES:

SETTLOR:

SEYMOUR T. CRAMER

SELF-PROVING CERTIFICATE OF EXECUTION

I, SEYMOUR T. CRAMER, the settlor and trustee, and the witnesses, whose names are signed to this Declaration of Trust, were duly sworn, and declared to the undersigned officer that the settlor signed this Declaration of Trust in the presence of the witnesses as the settlor's Declaration of Trust, and the witnesses in the presence of the settlor and in the presence of each other, signed said Declaration of Trust as witnesses thereto.

WITNESSES:

SETTLOR AND TRUSTEE:

SEYMOUR T. CRAMER

State of California)
County of Anystate)

On December 2, 2006 before me, Bonnie Notary, Notary Public (here insert name and title of the officer), personally appeared SEYMOUR T. CRAMER, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

SCHEDULE A

Assets listed on this Schedule A are for purposes of illustration and record keeping. All assets of the trust may not be listed here, and this Schedule A shall in no way be construed to limit the number or amount of assets held by this trust.

- ALL BANK ACCOUNTS
- ALL STOCKS
- ALL BONDS
- ALL ACCOUNTS RECEIVABLE
- ALL BUSINESS ASSETS
- ALL REAL ESTATE
- ALL MOTOR VEHICLES
- ALL PERSONAL PROPERTY
- ALL ASSETS OF ANY KIND AND WHEREVER LOCATED

SPECIFIC GIFTS UPON DEATH

Pursuant to the provisions of my trust which incorporates this specific gifts form by reference, I instruct the trustee(s) to distribute the following gifts:

Description of Gift:	
Desired Recipient and Relationship:	
Dated:	Signed:
Witness:	Witness:

Description of Gift:	
Desired Recipient and Relationship:	
Dated:	Signed:
Witness:	Witness:

Description of Gift:	
Desired Recipient and Relationship:	
Dated:	Signed:
Witness:	Witness:

Description of Gift:	
Desired Recipient and Relationship:	
Dated:	Signed:
Witness:	Witness:

Description of Gift:	
Desired Recipient and Relationship:	
Dated:	Signed:
Witness:	Witness:

IMPORTANT NOTE: Be sure to put the date that you make each entry, and have each entry witnessed by two disinterested, unrelated witnesses.

The "Bill of Sale" transfers tangible personal property to the trust.

BILL OF SALE

This instrument shall be effective on the day of its date by and between the settlor and the trustee of the trust hereinafter named.

Settlor assigns and transfers to the trustee all of the settlor's interest in all tangible personal property. The term tangible personal property refers, without limitation, to such items as articles of personal and household use which the settlor presently owns or hereafter acquires (regardless of the means by which acquired or the record title in which held), including, by way of illustration and not limitation, all automobiles, vehicles of all kinds, boats, antiques, sporting equipment, tools, club memberships, china, glass, clothing, jewelry, precious stones, gardening equipment, farm or business personal property, furniture, rugs, fixtures, books, silverware, appliances, and similar items.

SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006

WITNESSES:

SETTLOR AND TRUSTEE:

SEYMOUR T. CRAMER

State of California)
County of Anystate)

On December 2, 2006 before me, Bonnie Notary, Notary Public (here insert name and title of the officer), personally appeared SEYMOUR T. CRAMER, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

The Comprehensive Transfer Document is a contract between the grantor(s) as individual(s) and trustee(s) of the trust, specifying that it is the grantor(s)' intention that all assets be considered part of the trust, regardless of record title (with the exception of tax-deferred assets). In situations where the desire is for all assets to be considered trust assets, the comprehensive transfer document is worth signing in case something "slips through the cracks" in funding. The signed comprehensive transfer document may help in getting an asset released if an asset is still titled in the decedent's sole name. The comprehensive transfer document should NOT be used in lieu of actually funding the trust by changing title on assets.

COMPREHENSIVE TRANSFER DOCUMENT

The undersigned hereby declares that solely as trustee of and for the benefit of the revocable living trust executed by the settlor and by the initial trustee, and under the provisions of said trust agreement, the undersigned is now holding and will hold, solely and exclusively for and in behalf of such trust, the following: any and all properties of all kinds, whether presently owned or hereafter acquired (regardless of the names by which acquired) including, without limitation (except as specifically excepted herein):

bank accounts, certificates of deposit, mutual and money market funds of all kinds, securities, agency and custody accounts, notes, real estate wherever located (including mortgages, contract for deed interests, leaseholds and mineral interests), jewelry, antiques, and any and all other assets wherever located.

All such property is hereby transferred to and the same shall be owned by such trust.

Tax-favored assets on which recognition of income has been deferred including but not limited to IRAs, Roth IRAs, qualified plans under IRC §401(a), tax sheltered annuities, and qualified deferred compensation shall not be included pursuant to this comprehensive transfer document, and shall not be deemed to be transferred to the trust.

This declaration shall apply even though record ownership or title, in some instances, may, presently or in the future, be registered in my individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

The undersigned hereby affirms and declares that from and after the date hereof:

1. All properties described above will be held by the undersigned exclusively for and in behalf of said trust as true owner (subject to any and all instructions from the trustee(s) of said trust), and
2. Except to the extent of beneficial interests provided to the undersigned under the terms and provisions of said trust (as now written and as the same may in the future be amended), the undersigned has and shall have no personal interest in any of the properties described above, and

- 3. All liabilities which relate in any way to the acquisition of or which are a lien upon any of the properties governed by this declaration shall be borne by the trust which, pursuant to this declaration, owns such properties.

This declaration of exclusive trust ownership and waiver of interest is intended to be and shall be binding upon the undersigned's heirs, legal representatives and assigns and shall be revocable only by written instrument executed by the undersigned.

SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006

WITNESSES:

SETTLOR AND TRUSTEE:

SEYMOUR T. CRAMER

State of California)
County of Anystate)

On December 2, 2006 before me, Bonnie Notary, Notary Public (here insert name and title of the officer), personally appeared SEYMOUR T. CRAMER, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

This "mini" Certificate of Trust is for use in providing information to institutions holding assets or to others who may request a copy of the trust. The mini-certificate discloses all pertinent information, while maintaining confidentiality of the plan of distribution.

CERTIFICATE OF TRUST

The undersigned settlor hereby certifies the following:

1. This Certificate of Trust relates to the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006 (the "trust") created by trust agreement (the "trust agreement").
2. The name of the settlor is SEYMOUR T. CRAMER.
3. The name of the original trustee is SEYMOUR T. CRAMER. This authority is provided by the following provision in the Declaration of Trust: "I hereby designate myself as the primary trustee of this trust. I may exercise dominion and control over any and all of the trust assets."
4. The name and address of each trustee empowered to act under the trust agreement at the time of the execution of this Certificate of Trust are:

Primary: SEYMOUR T. CRAMER
1010 W. Oak Blvd.
Anycity, Anystate 55555

Successor: GARY A. CRAMER and BETTY T. CRAMER
2211 Sunset Dr., Anycity, Anystate 88888

Alternate Successor: MAGNIFICENT TRUST COMPANY
3344 Main St., Anycity, Anystate 88888

Authority of the successor trustee(s) is provided by the following provisions in the Declaration of Trust: "I designate GARY A. CRAMER and BETTY T. CRAMER as the co-successor trustees of this trust. If a co-successor trustee is unable or unwilling to act, the remaining co-successor trustee(s) shall serve with all rights and responsibilities originally given to all co-successor trustees. My co-successor trustees are to assume the duties as trustees hereunder upon my resignation, death, or disappearance, or if I am certified in writing to be incompetent as provided under Article Five of this Declaration of Trust. Except as otherwise specified within the provisions of this Declaration of Trust, in the event of my incompetency or resignation, my co-successor trustees are to use the income and assets of this trust exclusively for my health, education, support, and maintenance, and the health, education, support, and maintenance of my dependents.

If neither of the above-named co-successor trustees is able or willing to act as successor trustee, I designate MAGNIFICENT TRUST COMPANY as successor trustee to serve with all rights and responsibilities given to the original successor trustees."

- 5. The trustee(s) are authorized by the trust agreement to have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there were no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust.
- 6. The undersigned hereby represents that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the trust agreement or amendments to it that limit the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments trust property, including real and personal property, that would create liability for any third party relying on this document as authorization for trustee(s)' authority.
- 7. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect. This Certificate of Trust is being signed by all currently acting trustees of the trust.

SEYMOUR T. CRAMER

State of California)
County of Anystate)

On December 2, 2006 before me, Bonnie Notary, Notary Public (here insert name and title of the officer), personally appeared SEYMOUR T. CRAMER, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

This instrument was drafted by
Fritz Bean, Attorney-at-Law
123 Time Avenue, Anycity, California 55555

This authorization may be retained in the file to provide guidance on the extent to which client information should be shared with trustees, beneficiaries or others. Discussing this authorization with clients when the estate plan is drafted also brings potential family discord to the drafter's attention.

AUTHORIZATION TO RELEASE INFORMATION

I, SEYMOUR T. CRAMER, individually and as trustee of the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006, hereby authorize Wilder, Bean & Johnum (hereinafter "law office") to disclose to the following persons:

any and all information relating to my estate planning including, but not limited to, the plan of distribution, trust assets and any other assets owned by me either solely, in trust, jointly or with someone else; and any other provisions in my estate planning documents including, but not limited to, wills, trusts, powers of attorney, health care documents, and asset transfer documents.

I understand that law office may incur expenses as a result of said communication and disclosure and I agree to reimburse law office for any such expenses. I also agree to pay law office for the time spent related to said communication and disclosure at the current hourly rate charged by law office at the time services are provided.

Revocation of this authorization shall be effective only if given to law office in writing.

Dated: December 2, 2006

SEYMOUR T. CRAMER

This Certificate, created by the software, is a verbatim quote of the trust agreement, but deletes unnecessary parts of the plan of distribution. Using this Certificate if an institution or someone else requests more than the mini-Certificate is preferable to releasing copies of the entire trust agreement. If the entire trust agreement is released, the plan of distribution is no longer private, and, if the plan of distribution is later changed, if the Certificate, rather than the trust agreement is released, there is no necessity of notifying anyone of changes since the plan of distribution was not included in the original certificate. Credit shelter trust provisions are included in the Certificate, so the Certificate may also be utilized when funding the credit shelter trust.

CERTIFICATE OF TRUSTEE AUTHORITY AND POWER

OF

THE SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006

CERTIFICATE OF TRUSTEE AUTHORITY AND POWER

The undersigned trustee, being the only present trustee of the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006, does hereby certify to whomever it may concern that:

Paragraph A of Article Five of the trust agreement creating the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006 provides: "**CERTIFICATE OF TRUSTEE AUTHORITY AND POWER**: A Certificate of Trustee Authority and Power signed by me and the serving trustee(s) of this trust and acknowledged before a notary public shall be conclusive evidence upon all persons and institutions and for all purposes of the facts stated in said Certificate respecting the terms of the trust, the text of the trust, and regarding who are from time to time trustee(s) of the trust."

*** **ARTICLE ONE PROVIDES** ***
NAME OF TRUST AND APPOINTMENTS

"A. **NAME OF TRUST:**

This trust shall be known as the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006.

B. **PRIMARY TRUSTEE:**

I hereby designate myself as the primary trustee of this trust. I may exercise dominion and control over any and all of the trust assets.

C. **CO-SUCCESSOR TRUSTEES:**

I designate GARY A. CRAMER and BETTY T. CRAMER as the co-successor trustees of this trust. If a co-successor trustee is unable or unwilling to act, the remaining co-successor trustee(s) shall serve with all rights and responsibilities originally given to all co-successor trustees. My co-successor trustees are to assume the duties as trustees hereunder upon my resignation, death, or disappearance, or if I am certified in writing to be incompetent as provided under Article Five of this Declaration of Trust. Except as otherwise specified within the provisions of this Declaration of Trust, in the event of my incompetency or resignation, my co-successor trustees are to use the income and assets of this trust exclusively for my health, education, support, and maintenance, and the health, education, support, and maintenance of my dependents.

The balance of this Certificate is a verbatim quote of the trust agreement so it is not included here. Following is the signature lines and attorney statement, which appears at the end of the Certificate.

SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006

WITNESSES:

SETTLOR AND TRUSTEE:

SEYMOUR T. CRAMER

State of California)
County of Anystate)

On December 2, 2006 before me, Bonnie Notary, Notary Public (here insert name and title of the officer), personally appeared SEYMOUR T. CRAMER, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Fritz Bean, am the attorney who drafted the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006, and the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006 Certificate of Trustee Authority and Power. The Certificate of Trustee Authority and Power includes an exact quotation of all trust provisions except the specific plan of distribution upon settlor's death. This Certificate of Trustee Authority and Power includes all provisions of the trust which affect the ability of trustee(s) to manage and control assets. The Certificate of Trustee Authority and Power is used in lieu of providing a copy of the trust itself in order to keep the settlor's plan of distribution confidential. A copy of the trust itself will not be released.

Fritz Bean, Attorney

LAST WILL AND TESTAMENT

I, SEYMOUR T. CRAMER of Anycity, Anystate, being of sound mind and memory, do make, publish and declare this my Last Will and Testament, hereby revoking all former wills and codicils by me made.

FIRST: My spouse's name is ANITA M. CRAMER and my children's names are CATHERINE, A. CRAMER, CHRISTOPHER T. CRAMER and CURTIS D. CRAMER.

SECOND: I will and direct that all legally enforceable debts and funeral expenses be paid, whether or not such expenses are attributable to property included in my probate estate.

THIRD: I give, devise and bequeath all of the rest, residue and remainder of my estate and property, of whatever kind separate and community, and wherever situated, owned by me at the time of my death to the trustee(s) of the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006, to be added to the assets held in trust and administered by its terms, including any amendments made during my lifetime. If for any reason such distribution of the residue of my estate is ineffective, then I give such residue of my estate to the trustee(s) named in the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006, to serve as trustee(s), to be held in a testamentary trust in accordance with the provisions of the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006, including any amendments thereto made during my lifetime.

FOURTH: I authorize and empower my co-personal representatives to sell, transfer and convey any and all of the property of my estate, real and personal, and to execute, acknowledge and deliver good and sufficient transfers and conveyances thereof. My personal representative(s) shall act without bond. I designate GARY A. CRAMER and BETTY T. CRAMER co-personal representatives of this Last Will and Testament. If a co-personal representative is unable or

unwilling to act, the remaining co-personal representative(s) shall serve with all rights and responsibilities originally given to all co-personal representatives. If neither of the above-named co-personal representatives is able or willing to serve as personal representative, I designate MAGNIFICENT TRUST COMPANY as personal representative, to serve with all rights and responsibilities given to the original personal representative(s).

If it is impractical for all of the co-personal representatives to act as personal representative, if all of the co-personal representatives agree in writing, they may appoint one of the co-personal representatives as sole personal representative, and the personal representative so appointed shall solely have all rights and responsibilities hereinbefore given to all named personal representatives.

FIFTH: I designate GARY A. CRAMER and BETTY T. CRAMER as co-guardians of my minor child(ren), or co-guardians of any child of mine who is unable to act as his or her own guardian due to mental disability. If both of the above-named guardians are unable to serve as guardians, then I designate DAVID CRAMER and SARAH CRAMER as guardians, with all rights and responsibilities given to the original guardians. No bond will be required of the guardian(s).

Signed on December 2, 2006, at Anycity, California.

SEYMOUR T. CRAMER

Each of the undersigned states the following:

- (a) This instrument, consisting of _____ pages, including the pages on which the signatures of the testator and the witnesses are affixed, was, at the date thereof, signed by the testator, SEYMOUR T. CRAMER, as his will in the presence of us and each of us, all being present at the same time, who, with the understanding

that this is the testator's will and in each other's presence have subscribed our names as witnesses thereto.

- (b) At the time the testator signed the foregoing instrument the testator was over the age of eighteen (18) years and appeared to be of sound mind.
- (c) I have no knowledge of any facts indicating that the foregoing instrument, or any part of it, was procured by duress, menace, fraud, or undue influence.

Each of the undersigned, on his or her own behalf but not on behalf of the others, declares under penalty of perjury that the foregoing instrument is true and correct and that this declaration is executed on December 2, 2006, at Anycity, California.

residing at

Witness	Street Address
_____	_____, California
Print Name	City

residing at

Witness	Street Address
_____	_____, California
Print Name	City

residing at

Witness	Street Address
_____	_____, California
Print Name	City

These are California forms. Your system will prepare supporting documents for your state.

SEYMOUR T. CRAMER, Principal, to GARY A. CRAMER and BETTY T. CRAMER,
Agent(s)

**DURABLE POWER OF ATTORNEY FOR FINANCIAL PURPOSES
AND NOMINATION OF CONSERVATOR**

WARNING TO PERSON EXECUTING THIS DOCUMENT:

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS.

1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT WITH BROAD POWERS TO DISPOSE, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY.

2. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU.

3. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT DISABILITY OR INCAPACITY.

4. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

TO WHOM IT MAY CONCERN:

SEYMOUR T. CRAMER (the principal) presently a resident of Anycounty County, California, hereby appoints GARY A. CRAMER and BETTY T. CRAMER (the agent(s)), presently a resident of Los Angeles County, California, as the principal's true and lawful attorney-in-fact.

If a co-agent is unable or unwilling to act, the remaining co-agent(s) shall serve with all rights and responsibilities given to the original co-agent. If neither of the above-named co-agents is able or willing to act as agent, I designate MAGNIFICENT TRUST COMPANY as agent to serve with all rights and responsibilities given to the original agents. My agent(s) shall act without bond.

If it is impractical for all of the co-agents to act as agents, if all of the co-agents agree in writing, they may appoint one of the co-agents as sole agent, and the agent so appointed shall solely have all rights and responsibilities hereinbefore given to all named agents.

The attorney-in-fact shall act for the principal and in the principal's name, place, and stead:

1. To manage, control, lease, sublease, and otherwise act concerning any real property which the principal may own, collect and receive rents or income therefrom; pay taxes, charges, and assessments on the same; repair, maintain, protect, preserve, alter, and improve the same; and do all things necessary or expedient to be done in the agent's judgment in connection with the property.
2. To purchase real property on the principal's behalf; to mortgage, pledge, or otherwise encumber such newly acquired property; to commit the resources of the principal with respect to purchase of such property; to do all acts and execute all documents necessary for the purchase of such property; and to otherwise generally deal in all respects and have all powers described in this power of attorney with respect to such property.
3. To manage and control all partnership interests owned by the principal and to make all decisions the principal could make as a general partner, limited partner, or both, and to execute all documents required of the principal as such partner, all to the extent that the agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.
4. To purchase, sell, invest, reinvest, and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights, and securities owned by the principal.
5. To collect and deposit for the benefit of the principal all debts, interest, dividends, or other assets that may be due or belong to the principal, and to execute and deliver receipts and other discharges thereof; to demand, arbitrate, and pursue litigation on the principal's behalf concerning all rights and benefits to which the principal may be entitled; and to compromise, settle, and discharge all such matters as the agent considers appropriate under the circumstances.
6. To pay any sums of money that may at any time be or become owing from the principal, to sell, and to adjust and compromise any claims which may be made against the principal as the agent considers appropriate under the circumstances.
7. To grant, sell, transfer, convey, mortgage, deed in trust, pledge, and otherwise encumber and deal in all property, real and personal, that the principal may own; including but not limited to any real property described on any exhibit attached to this instrument including property acquired after execution of this instrument; to attach exhibits to this instrument which provide legal descriptions of any such property; and to execute such instruments as the agent deems proper in conjunction with all matters covered in this paragraph 7.

8. To prepare and file all income and other federal and state tax returns which the principal is required to file; to sign the principal's name on tax returns, including forms but not limited to Form 1040; hire preparers and advisors and pay for their services; and to do whatever is necessary to protect the principal's assets from assessments for income taxes and other taxes for five years prior to the date of this power of attorney and beyond. The agent is specifically authorized to receive confidential information; to receive checks in payment of any refund of taxes, penalties, or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements under Internal Revenue Code section 7121, or any successor statute; and to delegate authority or substitute another representative with respect to all above matters.
9. To deposit in and draw on any checking, savings, agency, or other accounts that the principal may have in any banks, savings and loan associations, and any accounts with securities brokers or other commercial institutions, and to establish and terminate all such accounts.
10. To invest and reinvest the principal's funds in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, preferred or common stocks, shares of investment trusts, investment companies, mutual funds and mortgage participations; that, under the circumstances then prevailing (specifically including but not limited to the general economic conditions and the principal's anticipated needs) persons of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the principal's goals; and to consider individual investments as part of an overall plan.
11. To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the principal's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.
12. To make additions and transfer assets to any and all revocable living trusts of which the principal is or becomes a settlor, hereby intending to give the fullest power and not intending by anything hereinafter contained to limit such full power, **and to make gifts in equal shares between Catherine, A. Cramer, Christopher T. Cramer and Curtis D. Cramer or to their issue by representation, provided said gifts qualify for the annual exclusion under Sections 2503(b), 2503(c) or 2503(e) of the Internal Revenue Code of 1986, including amendments thereto.**

13. To use any credit cards in the principal's name to make purchases and to sign charge slips on behalf of the principal as may be required to use such credit cards; and to close the principal's charge accounts and terminate the principal's credit cards under circumstances where the agent considers such acts to be in the principal's best interest.
14. To do all things and enter into all transactions necessary to provide for the principal's personal care and to maintain the principal's customary standard of living; to provide suitable living quarters for the principal; and to hire and compensate household, nursing, and other employees as the agent considers advisable for the principal's well being. The above shall specifically include but not be limited to the authority to pay the ongoing costs of maintenance of the principal's present and future residence, such as interest, taxes, and repairs; to procure and pay for clothing, transportation, medicine, medical care, food, and other needs; and to make arrangements, enter into contracts, and commit the principal's resources on the principal's behalf with respect to provision of residential care for the principal in a convalescent hospital, skilled nursing home, or other alternative residential facility.
15. Generally to do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as the principal could do if personally present, including bringing suit against any bank or other entity that fails or refuses to honor this power of attorney. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers are expressly restricted.
16. The agent is authorized and directed to commence enforcement proceedings, at the principal's expense, against any third party who fails to honor this durable power of attorney.
17. This power of attorney shall apply to all property owned by me, whether title is held as sole owner, as a joint tenant, as a tenant in common, as trustee of a revocable living trust, or otherwise.
18. Notwithstanding any other possible language to the contrary in this document, the agent is specifically NOT granted the following powers:
 - a. To use the principal's assets for the agent's own legal obligations, including but not limited to support of the agent's dependents;

- b. To exercise any trustee powers under an irrevocable trust of which the agent is a settlor and the principal is a trustee; and
 - c. To exercise incidents of ownership over any life insurance policies that the principal owns on the agent's life.
19. Any third party from whom the agent may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records, or documents to the agent. The principal hereby waives any privilege that may apply to release of such information, records, or other documents.
20. The agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf. No person or organization who relies on the agent's authority under this instrument shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument.
21. This power of attorney shall apply to all presently owned and future acquired assets of the principal, and shall include the power to acquire any assets as described herein on the principal's behalf.
22. The principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.
23. This power of attorney shall not be affected by the principal's subsequent disability or incapacity.
24. The principal hereby ratifies and confirms all that the agent shall do, or cause to be done, by virtue of this power of attorney.
25. The principal declares that the principal understands the importance of this durable power of attorney, recognizes that the agent is granted broad power to hold, administer, and control the principal's assets, and recognizes that this durable power of attorney will become effective immediately on execution and will continue indefinitely until specifically revoked or terminated by death, even if the principal later becomes incapacitated.
26. If a conservatorship of the principal's person or estate, or both is deemed necessary, the principal hereby nominates GARY A. CRAMER and BETTY T. CRAMER, as co-conservators of the principal's person and estate. If a co-conservator is unable or unwilling to act, the remaining co-conservator(s) shall serve with all rights and responsibilities given to the original co-conservator.

If neither of the above-named co-conservators is able or willing to act as conservator, I designate MAGNIFICENT TRUST COMPANY as conservator to serve with all rights and responsibilities given to the original conservators.

My conservator(s) shall act without bond.

If it is impractical for all of the co-conservators to act as conservators, if all of the co-conservators agree in writing, they may appoint one of the co-conservators as sole conservator, and the conservator so appointed shall solely have all rights and responsibilities hereinbefore given to all named conservators.

On the appointment of a conservator of the principal's estate, this power of attorney shall terminate and the agent shall deliver the assets of the principal under the agent's control as directed by the conservator of the principal's estate.

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on December 2, 2006.

SEYMOUR T. CRAMER

State of California)
County of Anystate)

On December 2, 2006 before me, Bonnie Notary, Notary Public (here insert name and title of the officer), personally appeared SEYMOUR T. CRAMER, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

ADVANCE HEALTH CARE DIRECTIVE

(California Probate Code Section 4701)

Explanation

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

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

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

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

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

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

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

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

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

PART 1: POWER OF ATTORNEY FOR HEALTH CARE

(1.1) DESIGNATION OF AGENT: I, SEYMOUR T. CRAMER, designate the following individual as my agent to make health care decisions for me:

GARY A. CRAMER and BETTY T. CRAMER

(name of individual you choose as agent)

2211 Sunset Dr. Anycity, Anystate 88888

(address)

(home phone)

(work phone)

If I revoke my agent's authority or if my agent is not willing, able, or reasonably available to make a health care decision for me, I designate as my first alternate agent:

DAVID CRAMER

(name of individual you choose as first alternate agent)

(address)

(city)

(state)

(ZIP Code)

(home phone)

(work phone)

If I revoke the authority of my agent and first alternate agent or if neither is willing, able, or reasonably available to make a health care decision for me, I designate as my second alternate agent:

(name of individual you choose as second alternate agent)

(address) (city) (state) (ZIP Code)

(home phone)

(work phone)

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

(Add additional sheets if needed)

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

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

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

(1.5) AGENT'S POSTDEATH AUTHORITY: My agent is authorized to make anatomical gifts, authorize an autopsy, and direct disposition of my remains, except as I state here or in Part 3 of this form:

(Add additional sheets if needed)

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

PART 2: INSTRUCTIONS FOR HEALTH CARE

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

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

(a) Choice Not To Prolong Life

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

(b) Choice To Prolong Life

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

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

(Add additional sheets if needed)

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

(Add additional sheets if needed)

PART 3: DONATION OF ORGANS AT DEATH (OPTIONAL)

(3.1) Upon my death (mark applicable box):

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

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

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

- (1) Transplant
- (2) Therapy
- (3) Research
- (4) Education

PART 4: PRIMARY PHYSICIAN (OPTIONAL)

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

(name of physician)

(address) (city) (state) (ZIP Code)

(phone)

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

(name of physician)

(address) (city) (state) (ZIP Code)

(phone)

(signature of witness)

(signature of witness)

(date)

(date)

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

I further declare under penalty of perjury under the laws of California that I am not related to the individual executing this advance health care directive by blood, marriage, or adoption, and to the best of my knowledge, I am not entitled to any part of the individual's estate upon his or her death under a will now existing or by operation of law.

(signature of witness)

(signature of witness)

ASSET TRANSFER DOCUMENTS

Assets which require a legal document for transfer into the trust may be prepared by selecting assignments, deeds and correspondence listed on the Asset Transfer Documents Menu in Cowles' Trust Plus software. If two individual trusts are prepared, selections may be made to transfer each asset into either his trust, her trust, or both trusts as tenants in common. This greatly minimizes the time involved in coordinating titling of assets into the respective trusts, with accurate language for titling to the trust automatically inserted by software. The correct language naming trustees of the trust(s) created will be entered on each asset transfer document, minimizing proofreading time and increasing accuracy in addition to minimizing time required to draft each individual transfer document. Select all documents desired on the asset transfer documents menu. Additional information needed for any particular assignment or other document will be prompted for. All information, which will be prompted for, is also requested on the checklist, so the drafting attorney may simply complete the checklist and delegate data entry to assistants.

Various asset transfer documents may be quickly created (with accurate language to title to a joint trust, an individual trust – either his or hers, or between two trusts as tenants in common). Options include:

- Business Assets Assignment
- Closely Held Stock Assignment
- LLC Assignment
- Farm Assets Assignment
- Promissory Note Assignment
- Note and Mortgage Assignment
- Land Contract/ Contract for Deed/ Deed of Trust Assignment (Varies with state)
- Promissory Note (to create a new one payable to the trust)
- State-Specific Deeds
- Assignment of Motor Vehicles

March 1, 2006

SEYMOUR T. CRAMER
ANITA M. CRAMER
1010 W. Oak Blvd.
Anycity, Anystate 55555

RE: Conflict of Interest Disclosure

Dear Sy:

It is customary for a husband and wife to employ the same attorney or law firm to help them plan their estates. It is important for you to understand that since I am representing both of you, each of you is my client. Thus, matters that one of you might discuss with me are not protected by the attorney/client privilege from disclosure to the other.

The Attorney's Rules of Professional Conduct of the California State Bar prohibit an attorney from agreeing with one of you to withhold information from the other. Anything either of you discuss with me is privileged from disclosure to other parties. If both of you have a difference of opinion about your proposed estate plan, I can point out the pros and cons of those different opinions. However, the Rules prohibit me, as the lawyer for both of you, from advocating or favoring one of your positions over the other.

Although unlikely, if conflicts arise between you which in my professional judgment make it impossible to perform my duties to both of you as stated in this letter, the Rules of Professional Conduct require me to withdraw as your joint attorney and to advise one or both of you to obtain independent counsel.

Please sign a copy of this letter, acknowledging that you have read and understand it, and that you wish me to proceed with your representation.

Sincerely,

Fritz Bean

We have read this letter and understand its contents. We consent to having you represent both of us on the terms and conditions stated herein. We understand the explanation of conflicts and agree that, as between the two of us, with respect to information either of us provides you, no communications are confidential.

Dated: _____

SEYMOUR T. CRAMER

ANITA M. CRAMER

Trust Plus® prepares billfold cards containing the proper language for titling of assets, so client(s) have language for accurate titling of their assets in their billfold. If two individual trusts are created, three billfold cards are created – one for his trust, one for her trust, and one for the two trusts as tenants in common. For future assets acquired, the clients may use whichever card will accurately title the asset. The cards may be laminated as a service to clients(s). It is convenient for the client and third party institutions, and an effective marketing technique as well, to insert your business card on the back of the billfold card for easy reference. The billfold card specifically states that ownership of tax-deferred assets should not be transferred to the trust, to prevent potential issues created by a client using the billfold card in regard to titling of tax-deferred assets.

NOTE: This billfold card may be cut out and laminated back to back with your law office business card, and provided to clients as part of their estate plan. It is a useful tool to help the client keep the trust fully funded when new assets are acquired, and generates referrals to you from third parties who appreciate the efficiency of having accurate titling language readily available.

PLEASE PLACE THE NAME OF TITLE OF THE REAL
PROPERTY OR ACCOUNT IN THE NAME OF

**SEYMOUR T. CRAMER, trustee of the SEYMOUR
CRAMER TRUST DATED DECEMBER 2, 2006**

If questions arise, contact:
Fritz Bean, Attorney-at-Law
123 Time Avenue Anycity, California 55555
555-555-1234

Do NOT change ownership of IRAs or other tax-deferred assets. See Letters of
Instruction re: Ownership & Beneficiary Designation on Tax-Deferred Assets.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
Name SEYMOUR T. CRAMER
ANITA M. CRAMER
Address 1010 W. Oak Blvd.
City Anycity
State California 55555

Your Cowles' Trust Plus® system creates state-specific deeds to fund the trust.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Grant Deed (Excluded from Reappraisal under Proposition 13, i.e., Calif. Const. Art 13A § 1 et.seq.) The undersigned grantors declare that the following is true and correct:

THERE IS NO CONSIDERATION FOR THIS TRANSFER.

There is no Documentary transfer tax due. This is a Trust Transfer under § 62(d) of the Revenue and Taxation Code: Transfer to a revocable trust. This conveyance transfers the Grantor's interest into his or her revocable trust, R&T 11930.

GRANTORS: SEYMOUR T. CRAMER and ANITA M. CRAMER, husband and wife as joint tenants, hereby grant to **SEYMOUR T. CRAMER, trustee of the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006**, the following described real property in the County of Grant, State of California:

Assessor Parcel Number:
Property Address or Location: 1010 W. Oak Blvd., Anycity, Anystate 55555

Dated December 2, 2006

Grantors:

SEYMOUR T. CRAMER

ANITA M. CRAMER

State of California)
County of Anystate)

On December 2, 2006 before me, Bonnie Notary, Notary Public (here insert name and title of the officer), personally appeared SEYMOUR T. CRAMER and ANITA M. CRAMER, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

Mail future tax statements to SEYMOUR T. CRAMER and ANITA M. CRAMER, 1010 W. Oak Blvd., Anycity, Anystate 55555

Your Cowles' Trust Plus software will generate a Certificate of Trust which includes the legal description of real estate for recording purposes so trustee powers, etc. are included in the chain of title. (In some states, e.g. – FL, this is not required since trustee powers may be included directly on deeds.

CERTIFICATE OF TRUST

The undersigned settlor hereby certifies the following:

1. This Certificate of Trust relates to the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006 (the "trust") created by trust agreement (the "trust agreement") executed by SEYMOUR T. CRAMER.
2. The name of the settlor is SEYMOUR T. CRAMER.
3. The name of the original trustee is SEYMOUR T. CRAMER. This authority is provided by the following provision in the Declaration of Trust: "I hereby designate myself as the primary trustee of this trust. I may exercise dominion and control over any and all of the trust assets."
4. The name and address of each trustee empowered to act under the trust agreement at the time of the execution of this Certificate of Trust is:

Primary: SEYMOUR T. CRAMER
1010 W. Oak Blvd.
Anycity, Anystate 55555

Successor: GARY A. CRAMER and BETTY T. CRAMER
2211 Sunset Dr., Anycity, Anystate 88888

Alternate Successor: MAGNIFICENT TRUST COMPANY
3344 Main St., Anycity, Anystate 88888

Authority of the successor trustee(s) is provided by the following provisions in the Declaration of Trust: "I designate GARY A. CRAMER and BETTY T. CRAMER as the co-successor trustees of this trust. If a co-successor trustee is unable or unwilling to act, the remaining co-successor trustee(s) shall serve with all rights and responsibilities originally given to all co-successor trustees. My co-successor trustees are to assume the duties as trustees hereunder upon my resignation, death, or disappearance, or if I am certified in writing to be incompetent as provided under Article Five of this Declaration of Trust. Except as otherwise specified within the provisions of this Declaration of Trust, in the event of my incompetency or resignation, my co-successor trustees are to use the income and assets of this trust exclusively for my health, education, support, and maintenance, and the health, education, support, and maintenance of my dependents.

If neither of the above-named co-successor trustees is able or willing to act as successor trustee, I designate MAGNIFICENT TRUST COMPANY as successor trustee to serve with all rights and responsibilities given to the original successor trustees."

5. The trustee(s) are authorized by the trust agreement to have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there were no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust.
6. The undersigned conveyed to the trust the following described real estate in Grant County, State of California:

Block 1, Lot 2 in the NW Subdivision of Grant County
7. The undersigned hereby represents that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the trust agreement or amendments to it that limit the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments trust property, including real and personal property, that would create liability for any third party relying on this document as authorization for trustee(s)' authority.
8. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect. This Certificate of Trust is being signed by all currently acting trustees of the trust.

SEYMOUR T. CRAMER

State of California)
 County of Anystate)

On December 2, 2006 before me, Bonnie Notary, Notary Public (here insert name and title of the officer), personally appeared SEYMOUR T. CRAMER, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

This instrument was drafted by
 Fritz Bean, Attorney-at-Law
 123 Time Avenue, Anycity, California 55555

Asset transfer letters are prepared so the client(s) simply take the appropriate letter to institutions where assets are held, and sign paperwork requested by each institution. The asset transfer letters highly increase the likelihood that the trust will be fully funded, and nearly eliminate calls to the law office from banks and other institutions with standard questions. Letters are customized for each situation/type of asset, and are personalized with the client(s)' name, address, and trust information. The client(s) only need to insert the name of the institution and the account number, and deliver or mail the letter to the appropriate place. Use of letters also makes certain that you analyze and direct the appropriate ownership and beneficiary designations on life insurance and tax-deferred assets.

SEYMOUR T. CRAMER
1010 W. Oak Blvd.
Anycity, Anystate 55555

DATED: _____

INSTRUCTIONS TO BANKS AND CREDIT UNIONS

Lucille K. Roberts
Bank of Yourcity
414 Main Street
Yourcity, Yourstate 88888

RE: Account Number(s): _____
Safe Deposit Box: _____

Please transfer the title to the accounts shown above into my revocable living trust, including the safe deposit box if the box number is listed above.

Title should be held as follows: **SEYMOUR T. CRAMER, trustee of the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006**

TAXPAYER IDENTIFICATION NUMBER: Because the trustee of this trust is also the settlor, no new taxpayer identification number is required and the account name should be reported under the social security number of the trustee. [IRC Reg. Sections 1.671-4(b), 1.6012-3(a)(9), 301.6109-1(a)(2)].

EFFECT ON ACCOUNT: These transfers should not affect interest, dividends, life insurance or any other income on the investments. If transfers will in any way affect income, dividends or life insurance please contact me prior to making changes. These transfers should also not affect the language on my checks, if a checking account is involved. This is a request for a change on my existing account(s). Please do not close my current account(s) and open new account(s), since this could create problems with clearance of checks written on the existing account(s), automatic deposit and/or withdrawal arrangements, and dividend or other income reinvestment arrangements.

TAX-DEFERRED ACCOUNTS. Do not transfer ownership of IRA or other tax-deferred accounts into the trust. Request a copy of the "INSTRUCTIONS RE: BENEFICIARY DESIGNATIONS ON RETIREMENT PLANS, IRAs, KEOGHS OR ANNUITIES" from me for the handling of these accounts.

CERTIFICATE OF TRUST. Enclosed for your records is an executed Certificate of Trust, which provides information regarding rights and responsibilities of management by trustee(s). This Certificate is provided in lieu of sending a copy of the entire trust document.

SEYMOUR T. CRAMER

SEYMOUR T. CRAMER
1010 W. Oak Blvd.
Anycity, Anystate 55555

DATED: _____

INSTRUCTIONS TO STOCKBROKERS AND FINANCIAL PLANNERS

Laurie E. Price
First Choice Securities Co., Inc.
1700 Maury Avenue
Yourcity, Yourstate 88888

RE: Account Number(s):

I request that title to the above described stocks, bonds, mutual funds, and accounts, including reinvestment accounts be as follows:

SEYMOUR T. CRAMER, trustee of the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006

TAXPAYER IDENTIFICATION NUMBER: Because the trustee of this trust is also the settlor, no new taxpayer identification number is required and the account name should be reported under the social security number of the trustee. [IRC Reg. Sections 1.671-4(b), 1.6012-3(a)(9), 301.6109-1(a)(2)].

EFFECT ON ACCOUNT: If I have an account, this is a request for a change on my existing account. Please do not close my current account(s) and open new account(s), since this could create problems with clearance of checks written on the existing account(s), automatic deposit and/or withdrawal arrangements, and dividend or other income reinvestment arrangements.

TAX-DEFERRED ACCOUNTS. Do not transfer ownership of IRA or other tax-deferred accounts into the trust. Request a copy of the "INSTRUCTIONS RE: BENEFICIARY DESIGNATIONS ON RETIREMENT PLANS, IRAs, KEOGHS OR ANNUITIES" from me for the handling of these accounts.

CERTIFICATE OF TRUST. Enclosed for your records is an executed Certificate of Trust, which provides information regarding rights and responsibilities of management by trustee(s). This Certificate is provided in lieu of sending a copy of the entire trust document.

SEYMOUR T. CRAMER

SEYMOUR T. CRAMER
1010 W. Oak Blvd.
Anycity, Anystate 55555

DATED: _____

RE: TRANSFER OF OWNERSHIP OF REAL ESTATE FOR SEYMOUR T. CRAMER

Dear _____:

I have executed a revocable living trust for the purpose of avoiding probate of my property in the event of death.

Enclosed is a copy of a deed to property which I own in _____, copies of the first and last pages of my trust, and the short form of Certificate of Trust summarizing trust provisions. The Certificate is used in lieu of sending or recording a copy of the entire trust document. Please draft a deed and any other document(s) required to transfer my real estate to:

SEYMOUR T. CRAMER, trustee of the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006

Please forward the completed deed and any supporting documents, along with a statement for your services, directly to me at my address. If you are unable to complete documents, please notify me as soon as possible.

Sincerely,

SEYMOUR T. CRAMER

SEYMOUR T. CRAMER
1010 W. Oak Blvd.
Anycity, Anystate 55555

DATED: _____

**INSTRUCTIONS RE: BENEFICIARY DESIGNATIONS ON RETIREMENT PLANS, IRAS,
KEOGHS OR ANNUITIES**

Laurie E. Price
First Choice Securities Co., Inc.
1700 Maury Avenue
Yourcity, Yourstate 88888

RE: Account Number(s):

Please change the beneficiaries of the account(s) shown above.

The **primary** beneficiary should be **SEYMOUR T. CRAMER, trustee of the SEYMOUR CRAMER TRUST DATED DECEMBER 2, 2006.**

The **contingent** beneficiary(ies) should be **issue by representation.**

****PLEASE NOTE****

THIS IS A CHANGE OF BENEFICIARY AND NOT A CHANGE OF OWNERSHIP.

SEYMOUR T. CRAMER

California statute requires 14 point font for HIPAA release. Cowles' software incorporates these types of state specific requirements into state versions of software.

HIPAA RELEASE AND AUTHORIZATION

I, SEYMOUR T. CRAMER, residing at 1010 W. Oak Blvd., Anycity, Anystate 55555, with social security number 512-46-7921, authorize any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, including but not limited to _____, to give, disclose and release to the agent(s) as hereinafter described, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.

The persons designated as my agents for purposes of this agreement are as follows:

- All person(s) designated as health care agent(s) or alternative health care agent(s) in any Power of Attorney for Health Care or similar document executed by me;
- All person(s) designated as my attorney-in-fact and/or agent and their successors under any Durable Power of Attorney or similar document executed by me;
- All person(s) designated as trustee(s) and/or successor trustee(s) under any revocable or living trust executed by me.

The authority given my agent(s) shall supersede any prior agreement that I may have made with my health-care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has an expiration date as follows: None. This Release and Authorization shall expire only in the event that I revoke the authority in writing and deliver it to my health-care provider.

I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information

or other medical records. The purpose of each requested use or disclosure pursuant to the requirements of 45.CFR 164.508(c) is at the request of the individual. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164, and all other applicable state and federal law.

Dated: December 2, 2006

WITNESSES:

SEYMOUR T. CRAMER
