

## **Morgan Family Trust**

We, Vanessa Morgan and Isaac Morgan, persons of the full age of majority, are personally appearing herein as Settlers.

We intend to create a valid trust under the provisions of the laws of California, and the provisions of the California Trust Code, as it exists or may hereafter be amended. Any property that may be received by the trustee shall be held and disposed of upon the following terms and conditions.

### **Trust Name**

The trust created by this agreement shall be known as Morgan Family Trust.

### **While Both Settlers are Alive**

The trust is a revocable living trust. Each of us may revoke or modify the trust during our lifetimes as it relates to the trust property attributable to the Settlor who is revoking or modifying. Upon revocation of the trust or of our interests therein, the property attributable to a Settlor shall be returned to that Settlor.

We retain the right to control all distributions of income and principal from this trust. We can direct the trustee to distribute the net income and principal of the trust as we consider suitable to us or to other persons or entities as directed by us. The trustee can distribute the net income and principal to us for our unrestricted use and benefit, even to the extent of complete exhaustion of all trust property. Any undistributed net income shall be added to the principal of the trust.

### **Trustees of Morgan Family Trust**

We are the first trustees. If one of us dies or ceases to serve, the other may serve as sole trustee. Whenever both of us are serving as trustees, either or both of us may exercise the powers conferred upon us without the consent of the other.

If both of us die or cease to serve:

- as to the portion of trust property attributable to Vanessa Morgan, Rosa Nunez shall be the trustee. If Rosa Nunez dies or ceases to serve, Brandon Morgan shall be the trustee.
- as to the portion of trust property attributable to Isaac Morgan, Rosa Nunez shall be the trustee. If Rosa Nunez dies or ceases to serve, Brandon Morgan shall be the trustee.



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## Upon the Death of a Settlor

If Vanessa Morgan is the first of us to die, then after the death of Vanessa Morgan, the trust as it relates to the trust property attributable to Vanessa Morgan shall become irrevocable.

If Isaac Morgan is the first of us to die, then after the death of Isaac Morgan, the trust as it relates to the trust property attributable to Isaac Morgan shall become irrevocable.

Upon the death of the first of us to die, the trustee shall divide the trust into two new separate trusts according to our ownership in the trust property, which trusts shall be subject to the terms as described in this trust. It is not required that new trust instruments be prepared after the death of one of us in order to divide the trust into two new separate trusts.

The trust for the trust property attributable to Vanessa Morgan shall be subject to the terms as described in the section titled the Vanessa Morgan Trust. Vanessa Morgan shall be the trustee of this trust during the lifetime of Vanessa Morgan. If Vanessa Morgan becomes incapacitated or otherwise unable to serve as trustee during the lifetime of Vanessa Morgan, Isaac Morgan shall be the trustee of this trust. If Isaac Morgan dies or ceases to serve, Rosa Nunez shall be the trustee. If Rosa Nunez dies or ceases to serve, Brandon Morgan shall be the trustee. Vanessa Morgan shall retain the right to control all distributions of income and principal from the Vanessa Morgan Trust for the lifetime of Vanessa Morgan and can direct the trustee to distribute the net income and principal of the Vanessa Morgan trust as Vanessa Morgan considers suitable to Vanessa Morgan or to other persons or entities as directed by Vanessa Morgan. The trustee can distribute the net income and principal to Vanessa Morgan for the unrestricted use and benefit of Vanessa Morgan, even to the extent of complete exhaustion of all trust property. Any undistributed net income shall be added to the principal of this trust.

The trust for the trust property attributable to Isaac Morgan shall be subject to the terms as described in the section titled the Isaac Morgan Trust. Isaac Morgan shall be the trustee of this trust during the lifetime of Isaac Morgan. If Isaac Morgan becomes incapacitated or otherwise unable to serve as trustee during the lifetime of Isaac Morgan, Vanessa Morgan shall be the trustee of this trust. If Vanessa Morgan dies or ceases to serve, Rosa Nunez shall be the trustee. If Rosa Nunez dies or ceases to serve, Brandon Morgan shall be the trustee. Isaac Morgan shall retain the right to control all distributions of income and principal from the Isaac Morgan Trust for the lifetime of Isaac Morgan and can direct the trustee to distribute the net income and principal of the Isaac Morgan trust as Isaac Morgan considers suitable to Isaac Morgan or to other persons or entities as directed by Isaac Morgan. The trustee can distribute the net income and principal to Isaac Morgan for the unrestricted use and benefit of Isaac Morgan, even to the extent of complete exhaustion of all trust property. Any undistributed net income shall be added to the principal of this trust.



## Upon the Death of the Survivor

After the death of the survivor of us, the trust as it relates to the trust property attributable to the survivor of us shall become irrevocable.

### Specific Distributions upon Death of Vanessa Morgan

The provisions in this section relate only to trust property attributable to Vanessa Morgan.

If Isaac Morgan predeceases Vanessa Morgan, as soon as practical after the death of Vanessa Morgan, the trustee shall distribute \$10,000.00 to a trust for the benefit of all pets of Vanessa Morgan living at the time of death of Vanessa Morgan, (the beneficiaries), as provided herein.

The trust for the beneficiaries shall be administered as follows:

- The trust shall terminate upon the death of the last to die of the beneficiaries.
- During the term of the trust, the trustee shall apply for the benefit of the beneficiaries, any or all of the net income of the trust and however much or all of the principal of the trust from time to time, as the trustee shall, in the trustee's discretion, determine to be advisable for the care, including veterinary care, of the beneficiaries. Any income accrued but not distributed for the benefit of the beneficiaries shall be added to the principal of the trust.
- The trustee shall be Naomi Morgan. If Naomi Morgan cannot serve as trustee, then Brandon Morgan shall be trustee.
- Brandon Morgan shall be the caretaker of the beneficiaries. If such person cannot act as caretaker, Jonas Morgan shall be the caretaker of the beneficiaries. If such person cannot act as caretaker, the trustee shall select another person to act as caretaker of the beneficiaries. The trustee, in the trustee's discretion may pay a stipend from the trust to the person acting as caretaker and the person acting as trustee for reasonable compensation and expenses.
- This trust is being created to provide for the care of the animals and the trustee does not need to consider the interests of the remainder beneficiaries when making distributions. The trustee, in the trustee's sole discretion, may use all of the trust property for the benefit of the animals, even if the result is that nothing will pass to the remainder beneficiaries.
- Upon the termination of the trust, if any property remains in the trust at the time of termination, the trustee shall distribute any such income and/or principal to ASPC of New York, NYC Chapter.



### **Specific Distributions upon Death of Isaac Morgan**

The provisions in this section relate only to trust property attributable to Isaac Morgan.

As soon as practical after the death of Isaac Morgan, the trustee shall distribute the following item described as “Baseball card collection” to Jonas Morgan, outright. If Jonas Morgan predeceases Isaac Morgan, the portion for Jonas Morgan shall vest in the “remainder beneficiaries.”

If Vanessa Morgan predeceases Isaac Morgan, as soon as practical after the death of Isaac Morgan, the trustee shall distribute \$10,000.00 to each of the grandchildren of Isaac Morgan living at the time of death of Isaac Morgan.

If any beneficiary of a distribution under this section is under the age of 18 at the time of death of Isaac Morgan, the beneficiary’s share shall be held and administered in trust under the following terms:

- As to each beneficiary, the trustee shall be the parent of the beneficiary who is also a descendant of Isaac Morgan. If that person cannot serve as trustee, then the executor of the will of Isaac Morgan shall be trustee.
- The trustee shall distribute all the net income of a beneficiary’s trust to the beneficiary not less frequently than annually.
- The trustee shall distribute to the beneficiary, or for the beneficiary’s benefit, as much of the principal as the trustee deems necessary for the beneficiary’s health, education, maintenance, and support.
- When the beneficiary reaches the age of 18, the trustee shall distribute any accumulated income and principal to the beneficiary.
- If the beneficiary dies after the beneficiary’s trust is established, but before the entire distribution of the beneficiary’s trust, the trustee shall distribute the beneficiary’s remaining interest in trust property to the beneficiary’s descendants, per stirpes, to be administered under the same terms as the beneficiary’s trust. If the beneficiary has no then living descendants, the trustee shall distribute the beneficiary’s remaining interest in trust property to the beneficiary’s heirs at law, to be administered under the same terms as the beneficiary’s trust.

### **After Vanessa Morgan Dies - Vanessa Morgan Trust**

After the death of Vanessa Morgan, if Isaac Morgan survives Vanessa Morgan, then:

- Isaac Morgan shall be the trustee. If Isaac Morgan dies or ceases to serve, Rosa Nunez shall be the trustee. If Rosa Nunez dies or ceases to serve, Brandon Morgan shall be the trustee.
- The trustee shall distribute all the net income of the Vanessa Morgan Trust to Isaac Morgan, not less frequently than annually during the lifetime of Isaac Morgan.



- The trustee shall distribute to Isaac Morgan as much of the principal of the Vanessa Morgan Trust as the trustee deems necessary for the health, education, maintenance, and support of Isaac Morgan.

### **After Isaac Morgan Dies - Isaac Morgan Trust**

After the death of Isaac Morgan, if Vanessa Morgan survives Isaac Morgan, then:

- Vanessa Morgan shall be the trustee. If Vanessa Morgan dies or ceases to serve, Rosa Nunez shall be the trustee. If Rosa Nunez dies or ceases to serve, Brandon Morgan shall be the trustee.
- The trustee shall distribute all the net income of the Isaac Morgan Trust to Vanessa Morgan, not less frequently than annually during the lifetime of Vanessa Morgan.
- The trustee shall distribute to Vanessa Morgan as much of the principal of the Isaac Morgan Trust as the trustee deems necessary for the health, education, maintenance, and support of Vanessa Morgan.

### **Remainder Beneficiaries - Vanessa Morgan Trust**

After Vanessa Morgan and Isaac Morgan die:

- Rosa Nunez shall be the trustee. If Rosa Nunez dies or ceases to serve, Brandon Morgan shall be the trustee.
- The successor income beneficiaries and principal beneficiaries of the remainder of the Vanessa Morgan Trust after specific distributions, if any, have been satisfied, shall be Alexis Morgan and Naomi Morgan and Jonas Morgan, in the following portions: 40% to Alexis Morgan and 40% to Naomi Morgan and 20% to Jonas Morgan (the “remainder beneficiaries”).
- As soon as practical after Vanessa Morgan and Isaac Morgan die, the trustee shall distribute any accumulated income and principal for the benefit of Alexis Morgan to Alexis Morgan.
- If Alexis Morgan predeceases Vanessa Morgan, the portion of Alexis Morgan shall vest in the other “remainder beneficiaries.”
- The trustee shall distribute the portion for the benefit of Naomi Morgan (“the beneficiary”) to be administered as follows:
- Rosa Nunez shall be the trustee. If Rosa Nunez dies or ceases to serve, Brandon Morgan shall be the trustee.
- The trustee shall distribute all the net income of a principal beneficiary’s portion of the trust to the principal beneficiary, not less frequently than annually.
- The trustee shall distribute to a principal beneficiary, or for the beneficiary’s benefit, as much of the principal beneficiary’s interest in trust principal as the trustee deems necessary



for the beneficiary's health, education, maintenance, and support, until such time as the beneficiary's interest in the trust terminates.

- When the beneficiary has reached one or more of the following ages, or if the beneficiary has already reached one of the following ages upon the funding of the trust established for the beneficiary, the trustee shall distribute to the beneficiary: 1/3 of the accumulated trust income and principal after reaching 25 years of age; 1/2 of the remaining accumulated trust income and principal after reaching 35 years of age; and the remainder of the accumulated trust income and principal after reaching 45 years of age.
- If Naomi Morgan predeceases Vanessa Morgan, the portion of Naomi Morgan shall vest in the descendants of Naomi Morgan, per stirpes, to be administered under the same terms as the trust for Naomi Morgan. When a distribution is to be made to a beneficiary's descendants per stirpes, the distribution will be divided into as many equal shares as there are then-living children of the beneficiary, and deceased children of the beneficiary who left then-living descendants. Each then-living child of the beneficiary will receive one share and the share of each deceased child of the beneficiary will be divided among the deceased child's then-living descendants in the same manner.
- The trustee shall distribute the portion for the benefit of Jonas Morgan ("the beneficiary") to be administered as follows:
  - Rosa Nunez shall be the trustee. If Rosa Nunez dies or ceases to serve, Brandon Morgan shall be the trustee.
  - The trustee shall distribute all the net income of a principal beneficiary's portion of the trust to the principal beneficiary, not less frequently than annually.
  - The trustee shall distribute to a principal beneficiary, or for the beneficiary's benefit, as much of the principal beneficiary's interest in trust principal as the trustee deems necessary for the beneficiary's health, education, maintenance, and support, until such time as the beneficiary's interest in the trust terminates.
  - The trust shall terminate at the trustee's discretion, after taking into account the demonstrated ability of the beneficiary to handle money and property wisely, the judgment, the prudence, and discretion of the beneficiary, and any other factors the trustees may consider relevant.
  - If Jonas Morgan predeceases Vanessa Morgan, the portion of Jonas Morgan shall vest in the descendants of Jonas Morgan, per stirpes, to be administered under the same terms as the trust for Jonas Morgan. When a distribution is to be made to a beneficiary's descendants per stirpes, the distribution will be divided into as many equal shares as there are then-living children of the beneficiary, and deceased children of the beneficiary who left then-living descendants. Each then-living child of the beneficiary will receive one share and the share of each deceased child of the beneficiary will be divided among the deceased child's then-living descendants in the same manner.



## Remainder Beneficiaries - Isaac Morgan Trust

After Isaac Morgan and Vanessa Morgan die:

- Rosa Nunez shall be the trustee. If Rosa Nunez dies or ceases to serve, Brandon Morgan shall be the trustee.
- The successor income beneficiaries and principal beneficiaries of the remainder of the Isaac Morgan Trust after specific distributions, if any, have been satisfied, shall be Alexis Morgan and Naomi Morgan and Jonas Morgan, in the following portions: 40% to Alexis Morgan and 40% to Naomi Morgan and 20% to Jonas Morgan (the “remainder beneficiaries”).
- As soon as practical after Isaac Morgan and Vanessa Morgan die, the trustee shall distribute any accumulated income and principal for the benefit of Alexis Morgan to Alexis Morgan.
- If Alexis Morgan predeceases Isaac Morgan, the portion of Alexis Morgan shall vest in the other “remainder beneficiaries.”
- The trustee shall distribute the portion for the benefit of Naomi Morgan (“the beneficiary”) to be administered as follows:
  - Rosa Nunez shall be the trustee. If Rosa Nunez dies or ceases to serve, Brandon Morgan shall be the trustee.
  - The trustee shall distribute all the net income of a principal beneficiary’s portion of the trust to the principal beneficiary, not less frequently than annually.
  - The trustee shall distribute to a principal beneficiary, or for the beneficiary’s benefit, as much of the principal beneficiary’s interest in trust principal as the trustee deems necessary for the beneficiary’s health, education, maintenance, and support, until such time as the beneficiary’s interest in the trust terminates.
  - When the beneficiary has reached one or more of the following ages, or if the beneficiary has already reached one of the following ages upon the funding of the trust established for the beneficiary, the trustee shall distribute to the beneficiary: 1/3 of the accumulated trust income and principal after reaching 25 years of age; 1/2 of the remaining accumulated trust income and principal after reaching 35 years of age; and the remainder of the accumulated trust income and principal after reaching 45 years of age.
  - If Naomi Morgan predeceases Isaac Morgan, the portion of Naomi Morgan shall vest in the descendants of Naomi Morgan, per stirpes, to be administered under the same terms as the trust for Naomi Morgan. When a distribution is to be made to a beneficiary’s descendants per stirpes, the distribution will be divided into as many equal shares as there are then-living children of the beneficiary, and deceased children of the beneficiary who left then-living descendants. Each then-living child of the beneficiary will receive one share and the share of each deceased child of the beneficiary will be divided among the deceased child’s then-living descendants in the same manner.



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- The trustee shall distribute the portion for the benefit of Jonas Morgan (“the beneficiary”) to be administered as follows:
- Rosa Nunez shall be the trustee. If Rosa Nunez dies or ceases to serve, Brandon Morgan shall be the trustee.
- The trustee shall distribute all the net income of a principal beneficiary’s portion of the trust to the principal beneficiary, not less frequently than annually.
- The trustee shall distribute to a principal beneficiary, or for the beneficiary’s benefit, as much of the principal beneficiary’s interest in trust principal as the trustee deems necessary for the beneficiary’s health, education, maintenance, and support, until such time as the beneficiary’s interest in the trust terminates.
- The trust shall terminate at the trustee’s discretion, after taking into account the demonstrated ability of the beneficiary to handle money and property wisely, the judgment, the prudence, and discretion of the beneficiary, and any other factors the trustees may consider relevant.
- If Jonas Morgan predeceases Isaac Morgan, the portion of Jonas Morgan shall vest in the descendants of Jonas Morgan, per stirpes, to be administered under the same terms as the trust for Jonas Morgan. When a distribution is to be made to a beneficiary’s descendants per stirpes, the distribution will be divided into as many equal shares as there are then-living children of the beneficiary, and deceased children of the beneficiary who left then-living descendants. Each then-living child of the beneficiary will receive one share and the share of each deceased child of the beneficiary will be divided among the deceased child’s then-living descendants in the same manner.

### **Restrictions on Disposition**

The interest of each beneficiary other than us shall be held subject to a "spendthrift trust" and shall be subject to the maximum spendthrift restraints permitted by law.

### **Trustee Powers**

The trustee shall have and possess and may exercise all of the rights, powers, and authorities incident to the office of trustee or required in and convenient for the discharge of the trust or impliedly conferred or vested in the trustee under the laws of California or any other jurisdiction whose law applies to this trust.

The trustee shall have, in the investment and reinvestment and administration of the securities and property forming the corpus of this trust, the widest latitude and authority permitted by California law.

The trustee is authorized to select an attorney for the trust created herein and may employ a certified public accountant to prepare tax returns due by the trust.

The trustee may pay for the trust all taxes due by the trust and any and all expenses incurred in connection with the administration thereof, such as fees for the preparation of income tax returns,



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legal fees, compensation of the trustee, periodic accountings, or any other expenses. All such compensation and any charges payable by the trust shall be charged against income to the extent income is available and any excess charged against principal.

The trustee is authorized to sell, encumber, pledge, and/or mortgage any property of the trust as is deemed necessary or advisable by the trustee.

Notwithstanding any other provision contained herein, the trustee may terminate the trust at any time prior to the stipulated termination date to the extent permitted by law should the trust become “uneconomic,” as for example, when the trust property no longer justifies the expenses of trust management.

If Vanessa Morgan is the first of us to die, then after the death of Vanessa Morgan, the trustee shall convert any unproductive property attributable to Vanessa Morgan that is held in this trust to productive property upon a request by Isaac Morgan in writing.

If Isaac Morgan is the first of us to die, then after the death of Isaac Morgan, the trustee shall convert any unproductive property attributable to Isaac Morgan that is held in this trust to productive property upon a request by Vanessa Morgan in writing.

The trustee of Vanessa Morgan shall have the power to access, handle, distribute, and dispose of digital assets of Vanessa Morgan. “Digital assets” includes files stored on digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops. The term “digital assets” also includes but is not limited to emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops, regardless of the ownership of the physical device upon which the digital item is stored.

The trustee of Isaac Morgan shall have the power to access, handle, distribute, and dispose of digital assets of Isaac Morgan. “Digital assets” includes files stored on digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops. The term “digital assets” also includes but is not limited to emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops, regardless of the ownership of the physical device upon which the digital item is stored.



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### Miscellaneous Provisions

The term "Settlor" is used herein to refer to the person or persons who established this trust. The term "Settlor" as used herein is interchangeable with the terms "Grantor," "Trustor," or any other terms that may be commonly used to reference a person who established a trust. Whenever the term "Settlor" is used herein, the singular shall mean the plural, and the plural the singular, unless the context clearly requires only the singular or the plural.

The term "trustee" as used herein shall refer to the original trustee as well as any successor or alternate and any other trustee or co-trustee, whether one or more. Except as otherwise stated herein, if there are two or more trustees, the powers conferred upon them may be exercised by a majority of them. If there is a vacancy in the office of trustee, then the principal beneficiaries, or their legal representatives, by majority, may appoint a successor trustee in writing.

If at any time it becomes necessary to determine whether one of us is incapacitated, such incapacity shall be determined whenever the Settlor's attending or personal physician, or two other physicians selected by the successor trustee, provides a written opinion that the Settlor cannot make their own financial, legal, tax, or similar decisions due to any cause.

Unless otherwise specified in this trust instrument, if upon termination of a trust, a beneficiary has not attained the age of eighteen (18), that beneficiary's interest shall remain in trust until the beneficiary attains the age of eighteen (18), and the trustee may distribute to the beneficiary, or expend for their benefit, so much of the beneficiary's portion, at such time or times and in such amounts and manner as the trustee, in their discretion, shall determine to be necessary for the beneficiary's health, education, maintenance, or support.

If a principal beneficiary dies after the beneficiary's trust is established, but before the entire distribution of the beneficiary's trust, the trustee shall distribute the beneficiary's remaining interest in trust property to the beneficiary's descendants, per stirpes, to be administered under the same terms as the beneficiary's trust. If the beneficiary has no then living descendants, the trustee shall distribute the beneficiary's remaining interest in trust property to the beneficiary's heirs at law, to be administered under the same terms as the beneficiary's trust.

The trustee is authorized to accept and retain any property donated to this trust for as long a period of time as the trustee may think proper, even though such property is of a kind or in an amount that ordinarily would not be considered suitable for trust investments.

Anyone dealing with the trustee in good faith may rely upon any statement of fact certified by the trustee.

If any part of this trust is determined to be void or invalid, the remaining provisions will continue in full force and effect.



A trustee may resign by giving written notice to either of us. If both of us are incapacitated or deceased, a trustee may resign by giving written notice to the trust's current income beneficiaries and to any co-trustees, as well as the successor trustee, if any.

We expressly preserve any homestead protections available to us pursuant to the constitution, property code, and/or tax code of the state in which the property is located. We further expressly preserve any available homestead tax exemption whether currently on file or not.

We specifically reserve all equitable and beneficial rights to use, possess, occupy, and reside in any trust property in order to continue our homestead exemption rights under the laws of the state in which the property is located.

### **S Corporation Stock**

Notwithstanding what is otherwise provided in this Trust Agreement, if at any time the trust no longer conforms to the Internal Revenue Code definition of a Grantor Trust, but contains any stock of a corporation which elects or has elected treatment as an "S Corporation" as defined by Section 1361(a)(1) of the Internal Revenue Code (or any corresponding successor statute), such stock will be segregated from the other assets of such trust and treated as a separate trust. The trustee will further divide the separate trust into shares for each beneficiary and such shares will be disbursed outright or held in trust as herein provided. In addition, all other provisions of this Trust Agreement will apply to each share held in trust (and constituting a separate trust) except that the trustee will distribute all of the income from each separate trust to its beneficiary in convenient installments at least annually. It is our intent that each separate trust will be recognized as a "Qualified Subchapter S Trust" (QSST) under Section 1361(d)(2) of the Internal Revenue Code (or any corresponding successor statute). Notwithstanding any provisions of this Trust Agreement to the contrary, the trustee's powers and discretion with respect to the administration of each separate trust (including methods of accounting, bookkeeping, making distributions and characterizing receipts and expenses) will not be exercised or exercisable except in a manner consistent with allowing each separate trust to be created as a QSST as above described.

### **Qualified Accounts**

Notwithstanding what is otherwise provided in this Trust Agreement, if at any time the trust receives funds as a result of being the named beneficiary of a retirement account under Internal Revenue Code Section 401, the trustee shall distribute to the successor income beneficiaries, or to their legal representative, as appropriate, their pro rata share of the greater of (i) all of the net income of this trust, or (ii) the amount required to be distributed from a retirement account under Internal Revenue Code Section 401(a)(9), at least annually or more often as the trustee deems fit, and the trustee may distribute to a successor income beneficiary, or expend for their benefit, so much of the beneficiary's interest in current principal, at such time or times and in such amounts and manner as the trustee, in their discretion, shall determine to be necessary for a successor income beneficiary's health, education, maintenance, or support. Any such distribution as provided herein shall be allocable to the share or shares of the beneficiary or beneficiaries for whose benefit



such distribution is made. The trustee shall provide the plan administrator of the retirement account with a copy of this trust document no later than October 31 of the year after the year of the employee's death. This copy must be provided by the due date regardless of whether the trust is required to take a minimum distribution that year.

### **No Contest Provision**

If any legal heir of ours, any person claiming under any such heir, or any other person, directly or indirectly, contests or attacks this trust or any of its provisions, or conspires with or assists anyone in any such contest, or pursues any creditor's claim that the trustee reasonably deems to constitute a contest, any share or interest in this trust is revoked and shall be disposed of as if the contesting beneficiary had predeceased us without descendants, and shall augment proportionately the shares of this trust passing to or in trust for our beneficiaries who have not participated in such acts. This article shall not apply to a disclaimer. Expenses to resist a contest or other attack of any nature shall be paid from this trust as expenses of administration.



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We, Vanessa Morgan and Isaac Morgan, the Settlers, sign our names to this trust instrument \_\_\_\_\_ (MM/DD/YYYY).

This trust instrument is effective when signed by us, whether or not now signed by a trustee.

\_\_\_\_\_  
Vanessa Morgan

\_\_\_\_\_  
Isaac Morgan

We, \_\_\_\_\_ (print name of first witness) and \_\_\_\_\_ (print name of second witness), the witnesses, having been first duly sworn by the officer signing below, declare to that officer on our oaths that the Settlers declared the instrument to be the Settlers' trust and signed it in our presence, and that to the best of our knowledge the Settlers are eighteen years of age or older, of sound mind, and under no constraint or undue influence. We each sign the instrument as a witness in the presence of the Settlers and of each other.

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

\_\_\_\_\_  
Date of First Witness Signature

\_\_\_\_\_  
First Witness Home Address

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

\_\_\_\_\_  
Date of Second Witness Signature

\_\_\_\_\_  
Second Witness Home Address



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

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature \_\_\_\_\_



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