

**COMPLETE ESTATE PLANNING, LLC**  
**P. O. BOX 192**  
**Chalfont, MD 18914**

May 2, 2016

Mr. and Mrs. PAUL W Jones  
34 Foley Street  
Green Lane, Pennsylvania 18054

Re: Instructions for your Estate Planning Documents

Dear PAUL and Martha:

Enclosed please find your Estate Planning Package ready for your review and execution. Please review the documents carefully; if you have any questions or if there are any changes, please contact us. If the documents are satisfactory, you should initial the Trust and the Wills, date and sign all of the documents in the presence of two witnesses and a Notary Public as indicated on each document. Once this is done, the documents are legal, binding instruments and are effective immediately. Please note that witnesses must be “disinterested” persons (i.e., not beneficiaries or relatives); they need to know the nature of each document being signed, but they do not need to read it or know the contents.

You can hand-deliver the account transfer requests to your local financial institutions and mail the other asset transfer requests to the appropriate institutions; a deed should be recorded with the County Recorder's Office in the county in which the property is located. The originals of the Trust and the other estate planning documents after execution should be kept with your other important original documents for safe-keeping and your successor Trustee should be notified as to this location. You should also give a copy of the health care powers to your successor agent and to your doctors.

The most important thing for you to remember is the necessity of titling all existing assets (other than automobiles, checking accounts, IRA accounts and/or other retirement benefits) and all subsequently acquired assets in the name of the Trust; the responsibility is yours to make sure all assets are properly in the trust. Property and assets which are not titled in the name of your Trust at the time of your death may be required to pass through a probate administration, could potentially not be subject to the terms of your Trust and could have adverse income and estate tax consequences. To assist you with this transfer process, please refer to the “Instructions for Transferring Assets to Your Living Trust”. The title for the assets owned by the Trust will be:

PAUL W JONES and MARTHA J JONES, as co-Trustees of THE JONES LIVING TRUST, U/A dated May 3, 2016.

The abbreviation “U/A” stands for “under agreement”. If you did not specify the date for signing the documents during the interview, you will need to insert the correct month and/or day in the appropriate blanks on the transfer documents.

If any institution should request a copy of the Trust, please provide them with a copy of the Certification of Trust. The Certification sets forth the existence of the Trust and your unlimited right as Trustee to deal with the trust accounts; this acts as a short version of the Trust Agreement and gives any third Party all the information required from the Trust without getting into the dispositive provisions, which are, and should remain, confidential. Please continue to use your Social Security Number on all accounts; no special tax identification number is required for the trust and no special accountings or tax returns need be filed. You should keep a current listing (at least as of the first of each year) of your assets with your trust documents. This could serve as a reference point for your successor Trustee in the event of death.

Based on your answers during the interview, you have an “A/B Trust” (see paragraph 6.D. in the *Summary of Estate Planning Provisions* for a complete explanation of this form of trust) which provides the surviving spouse with potential asset protection and optimal tax planning opportunities by dividing the trust upon the death of the first spouse. Please be advised that such tax decisions often must be formally made and implemented within **nine (9) months** from the date of death of the first spouse; therefore, it is extremely important for the surviving spouse to consult with a tax professional promptly after the first death. Additionally, you should notify your successor Trustee to contact this office immediately if anything should happen to both of you or to the survivor of the two of you.

The Trust and the related documents are fully revocable or changeable during your lifetime; however, these documents have been executed with certain formalities and may be changed or revoked only through similar procedures. If there are any changes in your dispositive desires or the people you wish to carry out these desires, you should contact this office for assistance. Other than the above, there is no need to handle your affairs any differently than you are doing right now, and you will find the Trust not to be any inconvenience or trouble whatsoever. If you have any questions relating to these documents, please do not hesitate to contact this office immediately.

Sincerely,

COMPLETE ESTATE PLANNING, LLC.

By: \_\_\_\_\_  
,

Encl.

ESTATE PLANNING

PORTFOLIO

OF

PAUL W JONES

and

MARTHA J JONES

Prepared By:

COMPLETE ESTATE PLANNING, LLC.

P. O. Box 192

Suite 500

Chalfont, PA 18914

(484) 378-0932

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# Summary of Estate Planning Provisions

## LIVING TRUST:

Your revocable living trust is an agreement between the “Settlor” and the “Trustee” to hold the trust assets for the benefit of the beneficiary of the trust. The Settlor is the person setting up the trust and the Trustee is the person who manages the trust. In order to form the trust, the Settlor transfers property to the Trustee to hold in the name of the trust. Since this is your trust, you are both the Settlor and you are both the initial co-Trustees of the trust. Please remember that the trust must be written with the possibility that you might not always be the Trustee (e.g., in the event of your incapacity). The trust further provides that, for your joint lifetimes and the lifetime of the survivor, you are also the beneficiaries of the trust. These points are covered in the Recitals and in Article I of the trust.

Paragraph 2.A. designates the name of the trust. This is the name you will use to re-title your assets to the trust.

Paragraph 2.B. sets forth your family situation.

Paragraph 2.C. designates who shall act as your successor Trustee in the event you are no longer able to act; either due to your death or your incapacity. Since you have designated that co-Trustees could be acting, the trust provides that only one signature of a co-Trustee is needed to conduct business on behalf of the trust. Please see Paragraph 3.J. which requires that, notwithstanding this individual power of signature, the co-Trustees must communicate and agree before undertaking any action on behalf of the trust other than a purely ministerial matter (e.g., writing a check to Pay a bill).

Paragraph 2.D. enables you (or anyone else) to add property to the trust, either during your lifetimes or at death.

Paragraph 2.E. defines the terms used through the trust. Please note the definition for “Per Stirpes”.

Paragraph 2.F. establishes the laws of Pennsylvania as the operative laws controlling this trust.

Paragraph 2.G. is often referred to as a “Spendthrift Clause” because it prevents a future beneficiary from alienating (“selling”) his or her interest in the trust (usually for pennies on the dollar); it also keeps a creditor or ex-spouse of a beneficiary from being able to reach the beneficiary’s interest while it is held in the trust.

Paragraph 2.H. is the Maximum Duration of Trusts provision (it is also known as the “Rule Against Perpetuities”) and most states require it to be included in a trust. Basically, the rule states that, regardless of circumstances, a trust (or an interest in the trust) must end at some point in the future; it does not mean that the trust must continue for that period. Since these laws can change, your trust merely states that the trust will end,

assuming it was still on-going, at the end of the maximum period under Pennsylvania law at that time. Please note that it is extremely unlikely that this provision will ever be needed, but it must be included.

Paragraph 2.I. is the “No Contest” provision in the trust. It states that, if anyone challenges the validity of the trust or your intent as expressed in the trust, that person and his or her descendants will (to the extent permitted under Pennsylvania law) receive nothing from the trust.

Paragraph 2.J. sets the requirement that a beneficiary must survive the survivor of you by at least thirty days to receive his or her distribution. This can avoid an unnecessary probate of the beneficiary’s share of the trust. This Paragraph also accounts for the possibility of a simultaneous death of the two of you.

Paragraph 2.K. creates some general rules (which will not override any specific distribution provisions) of what will happen to any trust distribution going to a beneficiary who is under the age of twenty-one or who is incapacitated at the time of the distribution. Again, if you have made specific provisions (for example, holding a trust share until age twenty-five), those specific provisions will take precedence over the general provisions in this Paragraph. One of the important provisions of this Paragraph is the discretionary right it gives to the Trustee to hold any distribution for a beneficiary deemed by the Trustee to be incompetent or suffering from substance abuse, or because the beneficiary’s financial circumstances are such that failure to delay the distribution would actually reduce the trust benefits to the beneficiary (e.g., a beneficiary who is receiving state assistance of some kind).

Paragraph 2.L. establishes the procedures to resolve any conflicts between beneficiaries or between a beneficiary and the Trustee.

Paragraph 2.M. provides that the Trustee can distribute an interest in the trust if the cost of administering that interest makes it uneconomical to continue the trust administration on that share.

Article III has detailed provisions concerning the Trustee.

Paragraph 3.A. reiterates your authority to designate anyone you wish as a co-Trustee or as a successor Trustee.

Paragraph 3.B.gives the beneficiaries the authority to appoint a new Trustee if, for any reason, no Trustee is acting and there is no successor Trustee designated or able to act; otherwise, the court would appoint the new Trustee.

Paragraph 3.C.gives any Trustee the right to resign and, if there is not a designated successor Trustee, to have a successor Trustee appointed by the court.

Paragraph 3.D. Paragraph 3.E.Paragraph 3.F. creates a “saving provision” to make sure that no Trustee of the trust is not a “United States Person” and that the trust always

qualifies as a “United States Persons”; although an unlikely situation, failure to meet either of these requirements could result in very severe tax penalties so it is important to have the necessary language included.

Paragraph 3.G. releases a successor Trustee from any liability for the actions of a predecessor (although the predecessor Trustee would still be liable). Without this protection, no successor Trustee would ever be willing to act.

Paragraph 3.H. eliminates the requirement that a Trustee post a bond prior to acting. A bond is very difficult to obtain when there is no court supervision and is very expensive (it is paid out of the trust assets); it can also be a circuitous situation because the successor Trustee cannot gain access to the trust assets to Pay for the bond until he or she becomes the Trustee but cannot become the Trustee until the bond has been posted. The best advice is to designate successor Trustees you can trust!

Paragraph 3.I. sets the compensation of a successor Trustee. If a Trustee is a corporation (i.e., a bank) the compensation is the Trustee’s published fee schedule; however, when a Trustee is an individual such compensation shall be the average of what banks in your county would charge for a similar trust. A Trustee is also entitled to be reimbursed for all necessary expenses incurred in the discharge of the Trustee’s duties. The last sentence in the Paragraph gives the Trustee the right to determine how the fees should be allocated.

Paragraph 3.J. discusses the reporting requirements of the Trustee. In general, a Trustee must report (“account”) to the beneficiaries of a trust at least annually. Obviously, while you are the Trustee (and the beneficiary) it is not necessary for you to account to yourself; further, a beneficiary can waive (“give-up”) the requirement. An accounting becomes final when it is given pursuant to this Paragraph and it is not objected to within one hundred and eighty days.

Paragraph 3.K. outlines the manner of Payment of trust assets to the beneficiaries. This Paragraph releases the Trustee from liability for any Payment made in conformance to the Paragraph.

Paragraph 3.L. means that a Trustee can hold separate trust interests in a common account but must maintain a separate accounting for each interest.

Paragraph 3.M. defines certain actions a Trustee can take; for example, a Trustee can, just as you can, give another person a “power of attorney”. If there is a dispute between co-Trustees, the Paragraph directs that majority rule prevails; but if only two co-Trustees are acting, then the Paragraph sets-up the procedures to be followed to resolve the conflict. As previously mentioned, this Paragraph clarifies that the power of individual signature granted in Paragraph 2.C. does not supersede the requirement for agreement between the Trustees as set forth in this Paragraph.

Paragraph 3.N. gives your successor Trustee the right to obtain your health care information which would otherwise not be accessible under the privacy provisions of the

federal Health Insurance Portability and Accountability Act (“HIMDA”). A similar provision is also in your General Powers of Attorney and Health Care powers.

Paragraph 3.O. authorizes the Trustee to collect any life insurance which is Payable to the trust (i.e., the trust is the beneficiary of the policy).

Paragraph 3.P. makes sure that the trust can receive the same “stretch-out” on the Payouts from any IRA or other tax deferred accounts which are paid to the trust (as the beneficiary) as if the account had been paid directly to an individual (this language has to be fairly technical to meet the IRS requirements).

Paragraph 3.Q. provides that a discretionary power given to the Trustee to invade or utilize the principal of a trust for “health, care, education, support or maintenance” of a beneficiary shall not be a General Power of Appointment (as defined in §§2041 and 2514 of the Internal Revenue Code) which could have adverse tax consequences.

Paragraph 3.R. Paragraph 3.S. Paragraph 3.T. permits a Trustee to release or to restrict the scope of any trustee power if necessary for an appropriate reason (such as avoiding an adverse tax consequence).

Article IV grants the powers of the Trustee. In general, the Trustee will have the same level of control over the trust assets that you enjoyed prior to transferring the assets into the trust.

Article V contains your retained rights as the Settlers of the trust.

Paragraphs 5.A. and 5.B. provide for your right to revoke or change the trust at any time during your joint lifetimes. How these powers are treated is based in part on the ownership of the underlying assets.

Paragraph 5.C. discusses the rights of the surviving spouse to revoke or change the trust. Although the survivor continues to have the unlimited right to revoke or change the survivor’s portion of the trust (later defined as the “Survivor’s Trust”), there are certain limitations placed on the survivor with regard to the deceased spouse’s portion (later defined as the “Decedent’s Trust”). After the first death, the “Decedent’s Trust” cannot be revoked by the survivor, but the survivor has the limited power to change the manner of distribution of the Decedent’s Trust among the issue of the deceased spouse. This gives the survivor the flexibility to make changes if circumstances change after the first death.

Paragraph 5.D. prevents the exercise of these powers by anyone other than you.

There are provisions concerning your right to use your personal property (Paragraph 5.E.) and your principal residence (Paragraph 5.F.) without accountability to the Trustee (if you are not acting as the Trustee at any point during your lifetime); Paragraph 5.F. also ensures that your principal residence will be entitled to receive the “homestead” protections under the laws of your state.



Article VI is the Part of the trust that controls how the assets of the trust are to be distributed; both during your lifetime and then after your death. It is the distribution after death when the trust acts like a Will, except the assets can be distributed without court supervision (i.e., no probate).

Paragraph 6.A. restates the Trustee's responsibility.

Paragraph 6.B. states your unlimited right to the income and principal during your joint lifetimes.

Paragraph 6.C. instructs the Trustee on how to distribute or accumulate the trust income and principal in the event of incapacity; it also states your desire to stay in your principal residence as long as possible and/or to return to your residence from a care facility as soon as it is medically reasonable.

Paragraph 6.D. provides for the division of your trust into sub-trusts after the first death. It is the most detailed Paragraph in the entire trust because this is where most of the tax planning provisions are contained.

Based on your answers during the interview, your trust is called an "A/B Trust" because the trust splits into two Parts ("sub-trusts") at the first death. The survivor's portion of the trust Passes to the survivor's revocable Part of the trust estate (called the "Survivor's Trust") and the deceased spouse's portion goes to the irrevocable Part of the trust estate (called the "Decedent's Trust"). At the death of the survivor, the assets held in the Decedent's Trust Pass to the beneficiaries of the trust without tax and the assets in the Survivor's Trust are taxed only to the extent the total value in that trust exceeds the estate tax exemption available for the year of the surviving spouse's death (which is currently \$5,430,000).

By utilizing this division, you are able to protect the decedent spouse's assets from any future creditors, lawsuits or governmental "spend-down" requirements and use the estate tax exemption amounts at both deaths and thereby at least double the amount which can Pass estate tax free to your beneficiaries. In addition, those assets in the Decedent's Trust, although available for use by the surviving spouse, will go to the beneficiaries of your trust at the survivor's death as directed in the trust as it existed just prior to the first death (subject, as mentioned in Paragraph 5.C., to the right of the surviving spouse to change the manner of distribution to the deceased spouse's issue).

Paragraph 6.E. gives the Trustee the right to delay distribution of the trust for up to six months after your death. This time frame is tied to the federal estate tax "alternative valuation date" (the right to revalue the estate for tax purposes six months after the date of death), but more importantly it gives the Trustee some time to make sure all of the assets have been located and all of the debts and bills have been Paid before being pressured by the beneficiaries to make distributions. This does not mean the Trustee cannot make some or all of the distributions in the meantime.

Paragraph 6.F. authorizes the Trustee to Pay from the trust all of your debts, funeral expenses, the costs of administration and any taxes. Because legally the Executor of an estate has this responsibility, this Paragraph coordinates the Payment with the Executor if one is appointed or gives this authority to the Trustee if one is not appointed (as is typically the case). The provisions for the Payment of any death taxes is fairly technical; the important point here is that the taxes (if any) are Paid on a proportional basis by each of the beneficiaries based on the amount of the estate which they received.

Paragraph 6.G. allocates the Payment of the debts, expenses of administration and taxes (if any).

Paragraph 6.H. requires the Trustee to Pay all of the income from the sub-trusts created after the first death to the surviving spouse. In addition, because IRA rules can apply and can have different requirements, there is language to make sure that these conflicting tax laws do not result in any adverse income or estate tax consequences.

Paragraph 6.I. gives the Trustee the power to use the principal of the sub-trusts for the benefit of the surviving spouse. This is an unlimited power utilizing any criteria for the Survivor's Trust; however, for the use of the principal of the Decedent's Trust, the power is discretionary and is limited to the survivor's "proper health, education, maintenance and support, in order to maintain the same standard to which the Surviving Spouse was accustomed at the death of the Deceased Spouse". This limitation is necessary to prevent the assets in the Decedent's Trust from being taxable as Part of the survivor's estate.

Paragraph 6.J. reiterates the surviving spouse's right to change the beneficiaries of the Survivor's Trust by also giving the survivor what is referred to as a "Power of Appointment". The Paragraph goes on to say that whatever assets in the Survivor's Trust which are not specifically left differently will be added to the Decedent's Trust and will be distributed according to Paragraph 6.K.

Paragraph 6.K. is the place in the trust where you direct how your trust (including any assets added to the trust after your death, such as life insurance or assets Passing through the "Pour-Over Will") shall be distributed at the death of the survivor of the two of you. The first subparagraph lets you control the distribution of any tangible personal property (i.e., "things") through a separate list of instructions (this form is discussed below and is included with your trust papers). Please review the remainder of this Paragraph carefully.

#### DECLARATION OF TRUST:

Under certain very limited circumstances, this Declaration could possibly be helpful after your death if you neglected to transfer a valuable asset to your Trust; it merely confirms that you intended to include all of your assets within your Trust. This Declaration is not a substitute for the requirement that you must transfer ("title") your assets into the name of your Trust in order to avoid a potential probate of those non-Trust assets.

#### CERTIFICATION OF TRUST:

The Certification sets forth the existence of your Trust and your unlimited right as Trustee to deal with any account or asset held in the Trust. The Certification acts as a short version of the Trust Agreement and gives any third Party all the information required from the Trust without getting into the dispositive provisions, which are (and should remain) confidential.

#### ASSIGNMENT OF PERSONAL PROPERTY:

This Assignment acts as the method of transferring all of your tangible personal property assets (generally such assets do not have a title or an ownership document) to your Trust (thereby avoiding the necessity or possibility of having to probate these assets); this Assignment also transfers your digital assets and/or rights (including any “social media”, on-line accounts and/or email accounts) to the Trust.

#### INSTRUCTIONS FOR THE DISTRIBUTION OF OUR PERSONAL PROPERTY:

This is an optional form and can be completed at any time (you should make copies of it for future use). This is where you can designate specific items of your tangible personal property (i.e., your “things”) to go to certain people at your death. For example, “We give the diamond engagement ring to our daughter MARY”; “We give the stamp collection to our grandson MICHAEL SMITH”; etc. You should NOT, however, use this form to designate cash gifts or specific trust assets. Although not always binding under Pennsylvania law, this form is typically relied upon by your fiduciaries to carry out your intent. You can add to or change this form as often as you wish without having to amend your trust or execute a codicil to your Will; if you do add or delete a distribution, you should date and initial the addition or deletion (or complete a new form and destroy the old one).

#### WILLS:

Your Wills are commonly referred to as a “pour-over” will. Under the terms of the Will, any assets held by you which have not previously been transferred into your Trust will be added to the Trust at the time of your death (but may be subject to a probate administration in order to do so). The purpose of this is to make sure all of your assets (whether in the Trust or not) are distributed according to the dispositive plan set forth in the Trust).

#### GENERAL POWER OF ATTORNEY:

This is your “general power of attorney” which is primarily intended to give your named agent (initially the other of you is the primary agent) the power to deal with any non-trust assets in the event of your incapacity. Please be aware that this document does give your agent broad powers to dispose of, sell, convey and encumber your real and personal property; if you have any concern about granting such broad powers, do not execute the documents.

#### ADVANCE HEALTH CARE DIRECTIVES:

The Advance Health Care Directives give your named Agents (initially the other spouse is the primary Agent) the power to make medical decisions, sign consents and/or releases with

hospitals and/or doctors [it conforms to the new Federal Laws (known as "HIMDA") with regard to the releases]. It also acts as your "living will" for end-of-life decisions.

#### HIMDA AUTHORIZATION AND WAIVERS:

The HIMDA Authorization and Waiver is a "stand-alone" document to authorize your health care providers to release information concerning your otherwise confidential medical information to each other and to the individuals you have designated to act on your behalf in the event of disability and to any other individuals who you would also want to have such access.

#### FINAL DISPOSITION INSTRUCTIONS:

These Instructions give you the opportunity to specify how you wish to have your remains be dealt with (i.e., cremation or burial); to provide details of any prior funeral and/or burial arrangements and to designate the persons to carry-out your wishes.

#### TRANSFER DOCUMENTS:

These are appropriate transfer documents including a Letter of Instructions to take or mail to your bank(s) and other financial institutions which instructs the institution on how to re-title your accounts or change the beneficiary of the account (you can choose to include your checking account or not; but if you do, it is not necessary to have new checks printed with the trust name); you should also use this letter to re-title your safe deposit box (if any). Please note that you should attach a copy of your Certificate of Trust to the instruction letters. There are also the transfer deed(s) for real property. Please refer to the Funding Instructions (included in this Package) for specific instructions on dealing with the transfer Papers and any other assets. With regard to the deed, it is very important that you have your name as "Grantor" exactly the same as it is on the original deed; note, the program "defaults" the Grantor name to the legal name you have chosen which can be changed to the correct name (if this is not the same as on the original deed). You **must** also attach a separate Page with the correct legal description (this is not the street address) to the deed as an Exhibit "A" (you can usually use a photocopy of the Exhibit attached to your original deed for this purpose) or enter this complete description during the input function. It is strongly recommended that you contact the Recorder's Office or a local title company in the appropriate county for assistance in properly recording the deed (and to make sure any locally required documentation is submitted).

# THE JONES LIVING TRUST

THIS TRUST AGREEMENT is entered into by **PAUL W JONES** and **MARTHA J JONES**, as Settlers, and **PAUL W JONES** and **MARTHA J JONES**, as co-Trustees (hereinafter referred to as "Trustee"). For all purposes hereunder, the words "we", "us", "our", "their", and similar pronouns, shall refer to Settlers, **PAUL W JONES** and **MARTHA J JONES**, and shall be construed as the possessive when the context would so indicate.

## ARTICLE I

### CONVEYANCE

We desire to establish a trust of which, during our lifetimes and the lifetime of the survivor of us, we are the exclusive recipients of the economic benefits. Said trust shall be initially funded with the sum of TEN DOLLARS (\$10.00) in cash; such sum and any property later added to the trust shall be known as the "trust". Trustee acknowledges receipt of the trust and shall hold the same in trust under the following terms, conditions and provisions:

## ARTICLE II

### DECLARATIONS

2.A. **Name.** This trust shall be known as **THE JONES LIVING TRUST**.

2.B. **Family.** We, **PAUL W JONES** and **MARTHA J JONES**, sometimes hereinafter referred to as husband and/or wife, are married. We have four children of this marriage now living; namely, **PETER E JONES**, **WILLIAM G JONES**, **KEVIN G JONES** and **THOMAS G JONES**.

2.C. **Successor Trustees.**

(1) If either of us shall cease to act for any reason, during our joint lifetimes, the other of us shall act as sole Trustee of the trust.

(2) After the death of either of us, the survivor of us shall act as sole Trustee of the trust.

(3) In the event that both of us cease to act for any reason, we shall be succeeded by **KEVIN G JONES**, of, Md, and **WILLIAM G JONES**, of as successor co-Trustees. If either co-Trustee fails to qualify or ceases to act, the other shall act alone. If all of the above-named fail to qualify or cease to act, **PETER E JONES**, of, and **THOMAS G JONES**, of shall act as co-Trustees.

(4) While co-Trustees are acting, only one signature shall be required to conduct business with respect to property and/or assets held or owned by the trust. Any third Party dealing with the trust may rely upon this singular authority without any further evidence. Any trust asset may be titled to reflect this authority, including the designation "and/or".

2.D. **Trust.**

(1) It is our intention that all property transferred to this trust, and the proceeds of such property, shall continue to retain the same character as the separate property of either spouse or as the jointly owned property of both spouses or as the community property of both spouses (if any such property was acquired in or is currently titled in a Community Property state) that such property had immediately prior to being transferred to the trust. Further, it is our intention that the Trustee shall have no more extensive power over any jointly owned and/or community property transferred to the trust estate than either of us would have had this Trust Agreement not been created and this Trust Agreement shall be interpreted to achieve this intention. This limitation shall terminate on the death of either of us.

(2) We, and/or any other person, may add to the principal of the trust by deed, will, or otherwise.

2.E. **Definitions.** For any interpretation of this Trust Agreement, the following definitions shall apply:

(1) *Beneficiary.* The term “beneficiary” or “beneficiaries” shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested;

(2) *Cease to Act.* The phrase “cease to act” shall mean the resignation, death, incapacity or disappearance of a Trustee;

(3) *Code.* Any reference to the “Code” shall refer to The Internal Revenue Code of 1986, as amended, and to any regulations pertaining to the referenced sections;

(4) *Descendants.* The term “descendants” shall include a person’s lineal descendants of all generations;

(5) *Disappearance.* The term “disappearance” shall mean the individual’s whereabouts remain unknown for a period of sixty (60) days. If any beneficiary (including either of us) is not seen or heard of for a period of one year and no physical remains or body has been recovered, it shall be presumed that such beneficiary is not alive;

(6) *Education.* As used in this Trust Agreement, the term “education” or “educational purposes” shall include any course of study or instruction which may, in the Trustee’s discretion, be useful in preparing a beneficiary for any vocation consistent with such beneficiary’s abilities and interests. Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable and necessary, again in the Trustee’s absolute discretion;

(7) *Incapacity.*

(a) In the case of a question or dispute, incapacitation of a Trustee (whether such Trustee shall be me or a designated successor) shall be evidenced by written certification of two (2) physicians; and,

(b) If there is no question or dispute, incapacitation of a Trustee shall be established by the written declaration of only one doctor;

(8) *Issue.* The term “issue” shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and to children born outside of a lawful marriage only if a Parent/child relationship (as determined under Pennsylvania law) existed between such child and his or her Parent, living or deceased, who was a beneficiary hereunder. A child in gestation which is later born alive and survives for thirty (30) days shall be considered as issue in being throughout the period of gestation;

(9) *Legal Representative or Personal Representative.* As used in this Trust Agreement, the term “legal representative” or “personal representative” shall mean a person's guardian, conservator, executor, administrator, trustee, or any other person or entity personally representing a person or the person's estate;

(10) *Per Stirpes.* Whenever a distribution is to be made “per stirpes”, the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner;

(11) *Principal and Income.* The determination by the Trustee in all matters as to what shall constitute principal of the trust, gross income therefrom and distributable net income under the terms of the trust shall be governed by the provisions of the Principal and Income Act of the Commonwealth of Pennsylvania, except as to any of such matters as may otherwise be provided for in this instrument. In the event and to the extent that any of such matters relating to what constitutes principal or income of the trust and in the allocation of receipts and disbursements between these accounts is not provided for either in this Trust Agreement or in such Principal and Income Act, the Trustee has full power and authority to determine such matters;

(12) *Pronouns and Gender.* In this Trust Agreement, the feminine, masculine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates;

(13) *Qualified Beneficiary.* The term “Qualified Beneficiary” shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested as well as those who could receive distributions after termination of the interests of current beneficiaries;

(14) *Request in Writing.* When either of us is acting as the Trustee or as a co-Trustee, the requirement of a writing to be signed by either of us as a Settlor and/or a beneficiary and delivered to either of us as the Trustee shall be waived;

(15) *Settlor*. The term “Settlor” has the same legal meaning as “Grantor,” “Trustor,” “Trustmaker,” or any other term referring to the maker of a trust;

(16) *Shall or May*. Unless otherwise specifically provided in this agreement or by the context in which used, I use the word “shall” in this Trust Agreement to command, direct or require, and the word “may” to allow or permit, but not require. In the context of the Trustee, when I use the word “may” I intend that the Trustee may act in the Trustee’s sole and absolute discretion unless otherwise stated in this Trust Agreement; and,

(17) *Trustee*. Any reference to “Trustee” shall be deemed to refer to whichever individual, individuals (including me) or corporation shall then be acting as the Trustee.

2.F. **Governing Law.** This Trust Agreement is intended to create a Pennsylvania trust and all of the terms and provisions hereof shall be interpreted according to the Pennsylvania Uniform Trust Act, except as shall be specifically modified herein. Nevertheless, the Trustee may change the situs ("the location") of administration of the trust from one jurisdiction to another, thereby allowing this trust to be regulated and governed by the laws of another jurisdiction. Such action may be taken for any purpose the Trustee deems appropriate including minimization of taxes.

2.G. **Restrictions.** The interest of any beneficiary (whether entitled to current income or possessing only a future interest) in either the income or principal of the trust or any Part of it shall not be alienated or in any other manner assigned or transferred by such beneficiary; and such interest shall be exempt from execution, attachment and other legal process which may be instituted by or on behalf of any creditor or assignee of such beneficiary; nor shall any Part of such interest be liable for the debts or obligations (including spousal and/or child support, except as required under Pennsylvania law) of any such beneficiary. This Paragraph is intended to impose a “Spendthrift Trust” on all interests held for any beneficiary. The rights of beneficiaries to withdraw trust property are personal and may not be exercised by a legal representative, attorney-in-fact, or others. IT IS MY INTENT THAT THE PRECEDING SPENDTHRIFT CLAUSE AND THE PROTECTIONS IT PROVIDES BE CONSIDERED A MATERIAL PURPOSE OF THIS TRUST AND ANY SUBSEQUENT TRUST CREATED HEREUNDER.

2.H. **Maximum Duration of Trusts.** Regardless of any other provision herein, the Maximum Duration for Trusts is the longest period that property may be held in trust under this Agreement under the applicable rules of the Commonwealth of Pennsylvania governing perpetuities, vesting, accumulations, the suspension of alienation and the like (including any applicable period in gross such as twenty-one (21) years or ninety-nine (99) years). If, under those rules, the Maximum Duration for Trusts shall be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals alive upon either of our deaths, or at such other time that the application of such rules limiting the maximum duration of trusts is deemed to begin, those individuals shall consist of all beneficiaries (including future and/or contingent) of this trust (as hereinafter named) alive at such death. Any trust created hereunder must end immediately prior to such maximum duration and, thereupon, the Trustee shall Pay over the principal, free from such trust, to the person or persons then entitled to receive the net income.

2.I. **No-Contest Provision.** To the extent permitted under the laws of the Commonwealth of Pennsylvania, in the event any beneficiary under this trust shall, singly or in conjunction with



any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Trust Agreement shall be determined as it would have been determined had the person predeceased the survivor of us without being survived by issue:

- (1) Contests in any court the validity of this Trust Agreement and/or of the last Will of either of us ;
- (2) Seeks to obtain adjudication in any proceeding in any court that this Trust Agreement, or any of its provisions, and/or that the last Will, or any provisions therein, of either of us is void;
- (3) Seeks otherwise to set aside this Trust Agreement or any of its dispositive provisions;
- (4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from this trust on the grounds that such property was not ours at the time of the transfer or at the time of our death; and/or,
- (5) Files a creditor's claim against the estate of either of us or prosecutes an action against either of our estates or this trust for any claim for damages or services alleged to have been incurred during the lifetime of either of us (this subParagraph shall not apply to a creditor's claim filed by a beneficiary solely for reimbursement of administrative costs, expenses, funds advanced in the preservation of the estate of either of us or for sums advanced for the Payment of the last illness and/or funeral expenses of either of us).

The Trustee is hereby authorized to defend, at the expense of the trust, any contest or other attack of any nature on this Trust Agreement or any of its provisions. A "contest" shall include any action described above in an arbitration proceeding and shall not include any action described above solely in a mediation not preceded by a filing of a contest with a court, notwithstanding the foregoing; further, a "contest" shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property.

2.J. **Presumptions.** Any beneficiary who shall not be living thirty (30) days after the death of either of us shall be deemed not to have survived such person; except that in our case, if the order of our deaths cannot be established by proof, each of us shall be deemed to have survived the other.

2.K. **Special Distributions.** If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Trust Agreement in a person not yet twenty-one (21), a person who suffers from substance abuse, or a person who the Trustee determines is incapacitated or whose financial circumstances is such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without supervision of any court, shall hold or distribute the distribution for such person (hereinafter "the beneficiary") in accordance with the following provisions:

(1) *Under Age Twenty-One.* If a beneficiary is under the age of twenty-one and no other provision of this trust specifically addresses this possibility, the Trustee may either open a custodial account for the benefit of said beneficiary under the Uniform Transfer to Minors Act with a suitable person as the custodian or the Trustee may hold such beneficiary's distribution in a separate trust for such beneficiary, exercising as the Trustee of such trust all the administrative powers conferred in this Trust Agreement, on the following terms and conditions:

(a) The Trustee may accumulate or distribute to or for such beneficiary such amount or amounts of income and/or principal of the trust as the Trustee determines from time to time during the term of the trust to be appropriate. The Trustee may make such distributions to or for the benefit of such beneficiary: (i) directly to the beneficiary; (ii) on behalf of the beneficiary for the beneficiary's exclusive benefit; (iii) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a custodial account for the benefit of said beneficiary under the Uniform Transfer to Minors Act with a suitable person as the custodian; (iv) in any form of an annuity; and, (v) to such beneficiary's guardian if one has been appointed by the Court. The receipt for distributions by any such person shall fully discharge the Trustee. In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, trust resources and the future needs of the beneficiary during the term of the trust.

(b) This separate trust shall terminate and vest absolutely when the beneficiary attains age twenty-one (21), dies, or when the trust assets are exhausted by discretionary distributions. At such termination, the Trustee shall distribute the trust then on hand to the beneficiary or to the beneficiary's estate if the trust terminated at the beneficiary's death.

(2) *Substance Abuse Dependence.* If the Trustee reasonably believes that a beneficiary of any trust created under this Agreement is a person who routinely or frequently uses or consumes any illegal drugs or other illegal chemical substance so as to be physically or psychologically dependent upon that drug or substance; or, is a person who is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by that doctor or psychiatrist; and, if the Trustee reasonably believes that, as a result of the use or consumption, the beneficiary is incapable of caring for himself or herself or is likely to dissipate the beneficiary's financial resources, the Trustee shall follow the procedures set forth below.

(a) The Trustee will request the beneficiary to submit to one or more examinations (both physical and psychological) determined to be appropriate by a board certified medical doctor or psychiatrist selected by the Trustee. The Trustee will request the beneficiary to consent to full disclosure by the examining doctor or facility to the Trustee of the results of all the examinations. The Trustee will maintain strict confidentiality of

those results and will not disclose those results to any person other than the beneficiary without the beneficiary's written permission. The Trustee may totally or Partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

(b) If, in the examining doctor's or psychiatrist's opinion, the examination indicates current or recent use of a drug or substance as described above, the beneficiary will consult with the examining doctor or psychiatrist to determine an appropriate method of treatment for the beneficiary. Treatment may include counseling or treatment on an in-patient basis in a rehabilitation facility. If the beneficiary consents to the treatment, the Trustee will Pay the costs of treatment directly to the provider of those services from the income or principal otherwise authorized or required to be distributed to the beneficiary.

(c) If the examination indicates current or recent use of a drug or substance as described above, all mandatory distributions and all withdrawal rights from the trust with respect to the beneficiary during the beneficiary's lifetime (including distributions upon termination of the trust for reasons other than the death of the beneficiary) will be suspended until in the case of use or consumption of an illegal drug or illegal substance, examinations indicate no such use; and, in all cases of dependence, until the Trustee, in the Trustee's judgment, determines that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources.

(d) While mandatory distributions are suspended, the trust will be administered as a discretionary trust to provide for the beneficiary according to the provisions of the trust providing for discretionary distributions in the Trustee's discretion and those provisions of the trust relating to distributions for the beneficiary's health, education, maintenance and support.

(e) When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended may be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of such beneficiary's share shall in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive the survivor of us.

(f) It is not our intent to make the Trustee (or any doctor or psychiatrist retained by the Trustee) responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire

whether a beneficiary uses drugs or other substances. The Trustee (and any doctor or psychiatrist retained by the Trustee) will be indemnified from the trust for any liability in exercising its judgment and authority under this Agreement, including any failure to request a beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a beneficiary.

(3) *Special Needs Trust.* If the Trustee reasonably believes that a beneficiary of any trust created under this Agreement is a person who is incapacitated, or, is a person whose financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, the Trustee shall hold the distribution for such beneficiary in further trust hereunder (hereinafter referred to as the "Special Trust") on the following terms and conditions:

(a) The primary purpose of this trust is to provide a supplemental and emergency fund to supplement any public benefits available to such beneficiary during his or her lifetime. It is our intent that the assets of the Special Trust shall, to the fullest extent permitted by law, be free from assignment or collection for the satisfaction of the claims of any creditors or government agencies. If this trust were to be invaded by creditors or subject to any liens or encumbrances, or if the terms of this trust were to be applied so as to cause such beneficiary's eligibility for public benefits to be terminated, it is likely that the trust assets would be depleted before his or her death and the purpose of this trust could not then be fulfilled.

(b) Until such beneficiary is, in the Trustee's judgment, no longer incapacitated, or such beneficiary's financial situation has changed significantly, the Trustee shall Pay over to or for the benefit of such beneficiary as much of the net income and as much of the principal of the Special Trust, up to the whole thereof, as the Trustee, in the Trustee's sole discretion, from time to time deems necessary or advisable for the satisfaction of such beneficiary's special needs. For this purpose, "special needs" refers to the requisites for maintaining such beneficiary's good health, comfort, safety, and welfare when, in the discretion of the Trustee, those requisites are not being provided for by any county, state, federal, or other governmental agency, or by any person or persons with a legal obligation to support such beneficiary. "Special needs" shall include, but not be limited to, medical and dental care, special equipment, programs of training, education, rehabilitation, travel needs and recreation not provided for or reimbursed by public benefits. The Trustee shall consult with any guardian, conservator, custodian, or other person who cares for such beneficiary regarding his or her special needs. Expenditures made by the Trustee under this section may include reasonable compensation to any person who provides for the special needs of such beneficiary as provided in this section. Any expenditure permitted by this section may be made either with or without prior court order.

(c) It is our intent that any Payments or distributions from this trust to or for the benefit of such beneficiary shall supplement (but not replace) any public benefits or other private resources available to him or her. The Trustee may, in the exercise of the Trustee's discretion, seek as necessary all available public benefits for such beneficiary's benefit, and shall segregate any public benefits received by the Trustee for that purpose in a separate trust or account and administer the same for the benefit of such beneficiary. All public benefits received by the Trustee for that purpose, together with any other resources available to such beneficiary, shall be taken into account by the Trustee in making Payments or distributions to or for the benefit of such beneficiary. The Trustee shall regularly consult with such beneficiary and any persons or entities providing care or assistance to such beneficiary for the purpose of determining such beneficiary's needs and resources. The Trustee shall not exercise the Trustee's discretion to make any Payments or distributions to or for the benefit of such beneficiary if the Trustee determines, in the Trustee's sole discretion, that public benefits, private resources, or a combination of public benefits and private resources are reasonably available to such beneficiary to satisfy those needs.

(d) No Part of the income or principal of the trust shall be used to replace or supplant public benefits of any county or any state, federal, or other governmental agency that has a legal responsibility to serve persons with disabilities or conditions that are the same as or similar to those of such beneficiary. For purposes of determining such beneficiary's eligibility for any public benefits, no Part of the principal or undistributed income of the Trust Estate shall be considered available to him or her, and he or she shall have no right to compel the Trustee to release principal or income to him or her or for his or her benefit or otherwise to have any access to any of the trust assets. In the event that the Trustee is requested to release principal or income of the trust to or on behalf of such beneficiary to Pay for any equipment, medication, services, or any other needs that any public benefits would be authorized to provide for were it not for the existence of the trust, or in the event that the Trustee is requested to petition any court or any administrative agency for authorization to release principal or income for any purpose of that kind, the Trustee is authorized to deny the request and take whatever administrative or judicial steps may be necessary to continue the eligibility of such beneficiary for all available public benefits, including obtaining instructions from a court of competent jurisdiction that the trust principal is not available to such beneficiary for purposes of determining his or her eligibility for any public benefits. Any expenses of the Trustees in this regard, including reasonable attorney's fees, shall be a proper charge to the Special Trust.

(e) If any Payment or distribution from the trust to or for the benefit of such beneficiary would have the effect of disqualifying him or her for any public benefits, or if all income of the Special Trust cannot be completely

utilized for his or her special needs, the Trustee shall accumulate the trust income annually and add it to principal.

(f) The discretion of the Trustee shall not be subject to review by such beneficiary, his or her creditors and/or any governmental agency. Notwithstanding any other provision of this instrument, if the existence of the Special Trust or if any change in any law, regulation or rule relating to the Special Trust or the administration of the Special Trust for the benefit of such beneficiary should at any time have the effect of disqualifying him or her for any public benefits, or if such beneficiary, his or her creditors and/or any governmental agency shall ever bring any court action to force or require the Trustee to distribute to or for the benefit of such beneficiary a greater amount of income and/or principal than the Trustee, in the Trustee's absolute discretion, has determined to be appropriate, the Trustee is authorized (but not required) to terminate the trust and distribute the trust principal and income as provided in subsection (g); we request that any person who takes any Part of the trust assets as the result of this termination power, conserve and manage such property for the benefit of such beneficiary during his or her lifetime to insure that he or she receives sufficient funds for his or her living needs when public benefits are unavailable or insufficient to satisfy those needs. This request is precatory, however, and is not mandatory.

(g) At such beneficiary's death, the Trustee shall distribute the Special Trust, as then constituted, in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive the survivor of us.

(4) *Creditor's Claims and Divorce.* In the event a beneficiary of any trust created under this Agreement has a judgment or other creditor's claim pending or outstanding or is in the process of a marital dissolution, the Trustee may, in the Trustee's sole discretion, suspend any mandatory distributions and withdrawal rights until such time as the marital dissolution is completed or the judgment or other creditor's claim has been addressed so as not to deplete the assets of the beneficiary's trust. While mandatory distributions and withdrawal rights are suspended, the trust for such beneficiary will be administered as a discretionary trust to provide for the beneficiary according to those provisions of the trust relating to distributions for the beneficiary's health, education, maintenance and support. When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended may be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of such beneficiary's share shall be distributed in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive the survivor of us.

(5) *Tax Savings Provisions.* Notwithstanding the provisions of the preceding subParagraphs or any other provision of this Agreement, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in Part, for any Federal or state marital deduction or charitable deduction or as a qualified subchapter S trust. Finally, nothing herein shall prevent a distribution mandated by the provisions hereof relating to the Maximum Duration of Trusts.

2.L. **Conflict Resolution and Severability.** In order to save the cost of court proceedings and promote the prompt and final resolution of any dispute with regard to the interpretation of this Trust Agreement or the administration or distribution of our trust, we direct that any such dispute shall be settled by arbitration administered by the American Arbitration Association under its Arbitration Rules for Wills and Trusts then in effect. Nevertheless, the following matters shall not be arbitrable: (1) questions regarding the competency of either of us; or (2) attempts to remove a fiduciary. In addition, arbitration may be waived by all *sui juris* Parties in interest.

The arbitrator(s) shall be a practicing lawyer licensed to practice law in the Commonwealth of Pennsylvania (or such other state whose laws then govern this Trust Agreement) and whose practice has been devoted primarily to wills and trusts for at least ten (10) years. The arbitrator(s) shall apply the substantive law (and the law of remedies, if applicable) of the Commonwealth of Pennsylvania (or such other state whose laws then govern this Trust Agreement). The arbitrator's decision shall not be appealable to any court, but shall be final and binding on any and all persons who have or may have an interest in this Trust Agreement, including unborn or incapacitated persons, such as minors or any person for whom a conservator has been appointed or any other protective order has been made.

Further, if any provision of this Trust Agreement is invalid, that provision shall be disregarded, and the remainder of this Trust Agreement shall be construed as if the invalid provision had not been included.

2.M. **Uneconomical Administration.** No other provision of this trust to the contrary, if at any time a share or trust being administered for any income beneficiary or group of income beneficiaries other than the survivor of us has such fair market value as to make the continued administration of the share or trust uneconomical as determined by the Trustee in the Trustee's sole discretion, the Trustee may Pay the entire balance of such share or trust to the person or persons then entitled to the income therefrom, in proportion to their interests therein.

## ARTICLE III

### TRUSTEESHIP

3.A. **Successor Trustees.** We may, during our joint lifetimes, appoint individuals or corporations as co-Trustees or successor Trustees, by a written instrument other than a Will delivered to the other Trustee(s), if any are then-acting; and, upon the death of the first of us, the survivor may appoint, by the same method, individuals or corporations as co-Trustees or successor Trustees; provided however, if a Trustee or co-Trustee is acting who is not related or subordinate to the survivor of us within the meaning of §672(c) of the Code, the power to remove and replace such a Trustee shall be limited to the appointment of a new Trustee or new co-Trustee who is also not related or subordinate to the survivor of us within the meaning of §672(c) of the Code.

3.B. **Appointment of Trustee.** A successor Trustee may appoint a co-Trustee at any time or times; such appointment shall be by written instrument and may be revocable or irrevocable by its terms. If there is no Trustee acting hereunder, then a majority of the beneficiaries shall appoint a successor Trustee or co-Trustees by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act.

3.C. **Resignation.** Any Trustee may resign at any time by giving written notice to us, if living, or the survivor of us, and thereafter to the other Trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by us or the majority of the beneficiaries, but no later than thirty (30) days after such written notice. Notwithstanding the foregoing, the Trustee may, at the expense of any trust created hereunder, secure the appointment of a successor Trustee of such trust by a court of competent jurisdiction.

3.D. **“Foreign Trust” Savings Provision.** It is our intent that all trusts created by this Trust Agreement qualify as “United States Persons” under §7701(a)(30)(E) of the Code, and one or more United States Persons (as defined in §7701(a)(30)(A) through (C) of the Code) shall always have the authority to control all substantial decisions under this Trust Agreement. Any power, fiduciary or otherwise, to the extent such power is a power to make a “substantial decision” (as defined in Treasury Regulation §301.7701-7) which, by the terms of this Trust Agreement, would otherwise be held by a person who is not a “United States Person”, shall be only exercised by the Trustee, co-Trustee or Special Trustee (as hereinafter defined) who is a United States Person. Furthermore, any person who does not reside in one of the fifty (50) states of the United States or the District of Columbia shall be deemed to not be a “United States Person” for the application of this provision.

3.E. **Liability.** No successor Trustee shall be under any obligation to examine the accounts of any prior Trustee, and a successor Trustee shall be exonerated from all liability arising from any prior Trustee's acts or negligence. It is our intention that any Trustee serving hereunder shall be accountable only from the date such Trustee actually receives the assets of the trust.

3.F. **Bond.** No bond shall be required of any person or institution named in this Trust Agreement as the Trustee.



3.G. **Compensation.** A Trustee shall be entitled to receive, out of the income and principal of the trust, compensation for its services hereunder to be determined, if a corporate Trustee, by the application of the current rates then charged by the Trustee for trusts of a similar size and character, and, if the Trustee shall be an individual, such compensation shall be the average of the current rates then charged by corporate fiduciaries doing trust business in the county of our residence for trusts of a similar size and character. The Trustee shall also be entitled to reimbursement for all travel and other necessary expenses incurred in the discharge of the Trustee's duties. The Trustee may impose any Trustee fees or other expenses of the trust against the principal or income of the trust without any duty to seek reimbursement from the interest not charged.

3.H. **Reports.** While either of us is living and if we are not acting as the Trustee or co-Trustee, the Trustee shall render an annual accounting to us unless we have waived such accounting. After the death of the first of us and if the survivor is then-acting as the Trustee or as a co-Trustee, and to the greatest extent permitted by law, the requirement for any notice, accounting and/or report to any qualified beneficiary concerning any irrevocable portion of this trust shall be waived. After the death of the survivor of us, the Trustee shall render an annual accounting to each beneficiary, except as such reporting shall be waived by such beneficiary; provided however, if the only beneficiary then-entitled to an accounting is also the sole Trustee, the Trustee shall render an annual accounting to each qualified beneficiary, except as such reporting shall be waived by such qualified beneficiary.

If beneficiaries entitled to an accounting are minors, their accounting shall be delivered to their Parents or guardian. If beneficiaries entitled to an accounting are incapacitated, their accounting shall be delivered to their legal representative. Unless the accounting is objected to in writing within one hundred and eighty (180) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including beneficiaries who are not known or who are not yet born. The records of the Trustee shall be open at all reasonable times to inspections. The Trustee shall not be required to make any reports or accountings to the courts; however, nothing herein stated shall be deemed to restrict the Trustee from seeking judicial approval of the Trustee's accounts.

3.I. **Payments to Beneficiaries.**

(1) The Trustee shall Pay the net income of any trust hereunder to the beneficiary to whom such income is directed to be Paid, at such times as shall be convenient to such beneficiary and agreed to by the Trustee;

(2) Any income and/or principal of any trust hereunder to which any beneficiary may be entitled may, without regard to any order or assignment purporting to transfer the same to any other person, be Paid or distributed by the Trustee, in the Trustee's sole discretion, into the hands of such beneficiary, or to the guardian of the person of such beneficiary, or be mailed to such beneficiary's last known address, or deposited to the account of such beneficiary in a bank or trust company of good standing, or be applied for the benefit of such beneficiary and his or her dependents directly by the Trustee; and the receipt for any Payment or distribution or evidence of the application of any income

or principal made in conformity with the foregoing shall discharge the Trustee from any further liability therefor; and,

(3) Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust Agreement, the Trustee shall not be liable to any beneficiary of this Trust Agreement for distribution made as though the event had not occurred.

3.J. **Division of Trust.** There shall be no requirement for the physical segregation or division of any trusts created hereunder except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

3.K. **Trustee Authority.**

(1) Subject to state law, a Trustee may appoint an "Attorney-in-Fact" and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee and may at pleasure revoke such appointment. Any such appointment shall be made by a written, acknowledged instrument.

(2) No purchaser from or other person dealing with the Trustee shall be responsible for the application of any purchase money or thing of value Paid or delivered to such Trustee, and the receipt by the Trustee shall be a full discharge; and no purchaser or other person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with the Trustee should relate, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the trust.

(3) Prior to delivering the trust to a successor Trustee or to making any Partial or complete distribution of principal hereunder (other than a distribution that is made in the exercise of the Trustee's discretion and does not terminate the trust), the Trustee may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution. If any beneficiary or beneficiaries shall refuse to provide a requested release and discharge, the Trustee may require court settlement of such accounts; all of the Trustee's fees and expenses (including attorneys' fees) attributable to court approval of such accounts shall be Paid by the trust involved to the extent that the accounts are approved.

(4) In the event any Trustee hereunder is precluded by any other provision of this Trust Agreement or by the laws of any state from acting as a Trustee in such state, the Trustee may appoint a "Special Trustee" qualified to act and may delegate to such Special Trustee the exercise of all or any of the powers conferred upon a Trustee hereunder. A Special Trustee shall in no way be responsible for the matters not delegated to it. Any appointment of a Special Trustee and the delegation of powers to such Special Trustee shall be made by a written, acknowledged instrument.

(5) The certification of a Trustee, Special Trustee and/or Attorney-in-Fact that such Trustee and/or agent is acting according to the terms of this Trust Agreement shall fully protect all persons dealing with such Trustee and/or agent.

(6) (a) (b) (7) (8) If two co-Trustees are acting, whenever there shall be a dispute, deadlock or difference of opinion between them on a question of joint discretion on which they cannot agree, such conflict shall be settled by arbitration in the manner hereinabove set forth in Paragraph 2.L.; provided however, prior to submitting any such conflict to arbitration, the co-Trustees must first attempt to resolve the conflict through formal mediation. Notwithstanding any power of individual signature contained in this Trust Agreement or hereafter conferred on the Trustees, no one co-Trustee shall have the right, power or authority to make any unilateral decision affecting the trust, other than of a purely ministerial nature.

**3.L. Release of Healthcare Information, including HIMDA Authority.** We intend for the Trustee to be treated as we would regarding the use and disclosure of our individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIMDA"), 42 USC 1320d and 45 CFR 160-164. We authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company or medical information bureau or other health care clearinghouse that has provided treatment or services or that has Paid for or is seeking Payment from either of us for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of such our individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that we have made with our health care providers to restrict access to or disclosure of our individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that either of us revokes the authority in writing and delivers such revocation to our health care providers.

**3.M. Life Insurance.** Upon the death of either of us, the Trustee shall proceed immediately to collect the net proceeds of policies, if any, on our lives which are then Payable to the Trustee and shall hold such proceeds for the purposes and upon the trusts provided in Article VI of this Trust Agreement. Payment to the Trustee by an insurance company of the proceeds of such policies and receipt of such proceeds by the Trustee shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Trust Agreement or see to the application of such Payments. The Trustee may prosecute and maintain any litigation necessary to enforce Payment of such policies.

**3.N. Retirement Accounts.** To the extent any trust hereunder is the beneficiary of a Retirement Account (as hereinafter defined), the Trustee shall draw the benefits from the Retirement Account in amounts sufficient to meet the minimum distribution requirements of §401(a)(9) of the Code and the regulations thereunder (the "Required Minimum Distribution").

Notwithstanding any provision of the trust to the contrary, the Required Minimum Distribution shall be Paid to or applied for the benefit of the person or persons then entitled to receive or have the benefit of the income from such trust, or if there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

(1) “Retirement Account” means amounts held in or Payable pursuant to a plan (of whatever type) qualified under Code §401, or an individual retirement arrangement under Code §408, or a Roth IRA under Code §408A, or a tax-sheltered annuity under Code §403 or any other benefit subject to the distribution rules of Code §401(a)(9), or the corresponding provisions of any subsequent federal tax law. It is our intention that this trust qualify as a “conduit trust” under Code §401(a)(9) so that the trust’s beneficiaries shall be considered designated beneficiaries for purposes of the minimum distribution rules, and that distributions may therefore be taken over the trust beneficiary’s life expectancy (or the life expectancy of the oldest trust beneficiary).

(2) The Retirement Accounts shall not be subject to the claims of any creditor of either of our estates, they shall not be used for the satisfaction of any distributions to a “non-designated beneficiary” (as that term is defined in Treas. Reg. §1.401(a)(9)-4, Q&A 1) and they shall not be applied to the Payment of the debts, taxes of either of us or other claims or charges against either of our estates unless and until all other assets available for such purposes have been exhausted, and even then only to the minimum extent that would be required under applicable law in the absence of any specific provision on this subject in this Trust, and, under no circumstances, shall they be used for such purpose after September 30 of the year following the death of the owner of the Account.

**3.O. Powers of Invasion.** A discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for “health, care, education, support or maintenance” (or a similar use of such terms) shall be considered to be in compliance with §§2041 and 2514 of the Code and any exercise of such power shall be limited by those sections. Notwithstanding any statute of Pennsylvania law to the contrary, any other discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for any other purpose shall be deemed to be a broader power if a clear reading of the terms of such power would so indicate. Further, notwithstanding any statute of Pennsylvania law to the contrary, any discretionary power to make distributions of income or principal of any trust created hereunder which is given to a current beneficiary as sole Trustee is specifically intended to be given to such sole Trustee and the right of any other beneficiary to have another Trustee appointed for the purpose of making such discretionary distributions is hereby specifically waived.

**3.P. Release of Powers.** Each Trustee shall have the power to release or to restrict the scope of any power that such Trustee may hold in connection with any trust created under this Trust Agreement, whether said power is expressly granted in this Trust Agreement or implied by law. The Trustee shall exercise this release in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall Pass to and be exercised by the other then-acting Trustees.

## ARTICLE IV

### TRUSTEE'S POWERS

Subject to the provisions and limitations set forth expressly herein, the Trustee shall have, in general, the power to do and perform any and all necessary acts and things in relation to the trust in the same manner and to the same extent as an individual might or could do with respect to his or her own property. No enumeration of specific powers made herein shall be construed as a limitation upon the foregoing general powers, nor shall any of the powers conferred herein upon the Trustee be exhausted by the use thereof, but each shall be continuing. In addition to the above, the Trustee shall have all of the powers authorized by the Pennsylvania Uniform Trust Act (as though such powers were set forth herein) and, in addition, the Trustee is specifically authorized and empowered to exercise those powers hereinafter set forth in this Article IV.

4.A. **Agreements.** To carry out the terms of any valid agreements which we, or either of us, may have entered into during our lifetimes regarding property owned by the trust.

4.B. **Asset Title.** To hold securities or other property in the Trustee's name as trustee, or in "street name", or in bearer form.

4.C. **Bank Accounts.** To open and maintain bank accounts in the name of the Trustee with any bank, trust company or savings and loan association authorized and doing business in any State of the United States of America. If more than one Trustee shall be acting, the Trustees may designate one or more of them to conduct banking activities and to make deposits, withdrawals and endorsements upon giving written notice of such designation to the bank, trust company, or savings and loan association in question; and such bank, trust company or savings and loan association shall be protected in relying upon such designation.

4.D. **Contracts.** To enter into contracts which are reasonably incident to the administration of the trust.

4.E. **Deal with Fiduciaries.** To buy from, sell to, and generally deal with the Trustee individually and as a fiduciary.

4.F. **Depreciation Reserve.** The Trustee shall not be required to establish any reserve for depreciation or to make any charge for depreciation against any portion of the income of the trust.

4.G. **Digital Assets.** To access, manage and control any and all forms of digital accounts, assets and rights.

4.H. **Divisions and Distributions.** In any case in which the Trustee is required to divide any trust assets into shares for the purpose of distribution (or otherwise), such division may be in kind, including undivided interests in any real property, or Partly in kind and Partly in money, pro rata or non-pro rata. For such purposes, the Trustee may make such sales of trust assets as the Trustee may deem necessary on such terms and conditions as the Trustee shall deem fit, and to determine the relative value of the securities or other assets so allotted or distributed; the Trustee's determination of values and of the property for such distribution shall be conclusive.

The decision of the Trustee in distributing assets in reliance on this Paragraph shall be binding, and shall not be subject to challenge by any beneficiary.

4.I. **Environmental Issues.** The Trustee may take into account any environmental law that may be relevant to any real estate included in the trust.

(1) The Trustee may inspect property held directly or indirectly as Part of the Trust assets, including any interests in incorporated or unincorporated business entities, to comply with environmental laws affecting this property and respond to a change in, or any actual or threatened violation of, any environmental law affecting property held as Part of the Trust assets.

(2) The Trustee may appropriately respond to a change in, or prevent, abate or otherwise remedy any actual or threatened violation of any environmental law affecting property held as Part of the Trust assets, either before or after the initiation of an enforcement action by any governmental body.

(3) The Trustee may refuse to accept the transfer to the Trust of additional property if the Trustee shall determine that this additional property either is or may reasonably be believed to be contaminated by any hazardous substance that could result in liability to the Trust.

(4) The Trustee may disclaim any power granted by any document, statute or rule of law that, in the discretion of the Trustee, may reasonably be expected to cause the Trustee to incur personal liability under any environmental law.

(5) The Trustee may charge the cost of any inspection, response or other action against the income or principal of the Trust.

(6) The Trustee shall not be personally liable to any beneficiary for any decrease in value because of the compliance by the Trustee with any environmental law, including any reporting requirement. Neither the acceptance by the Trustee of property nor the failure by the Trustee to inspect property shall create any inference as to whether or not there is or may be any liability under any environmental law with respect to such property.

(7) “Environmental law” means any Federal, state or local law relating to the protection of the environment or human health, and “hazardous substances” means any substances defined as hazardous or toxic or otherwise regulated by any environmental law.

4.J. 4.L. **Indebtedness.** With respect to any indebtedness owed to the trust, secured or unsecured:

(1) To continue the same upon and after maturity, with or without renewal or extension, upon such terms as the Trustee deems advisable; and,

(2) To foreclose any security for such indebtedness, to purchase any property securing such indebtedness and to acquire any property by conveyance from the debtor in lieu of foreclosure.

4.K. **Invest and Reinvest.** To invest, reinvest, change investments and keep the trust invested in any kind of property, real, personal, or mixed, including by way of illustration but not limitation, oil and gas royalties and interests; precious metals; common and preferred stocks of any corporation; bonds; notes; debentures; trust deeds; mutual funds or common trust funds, including such funds administered by a Trustee; interests in Limited Liability Companies; interests in Partnerships, whether limited or general and as a limited or general Partner; intending hereby to authorize the Trustee to act in such manner as the Trustee shall believe to be in the best interests of the trust and the beneficiaries thereof. The Trustee is specifically vested with the power and authority to open, operate and maintain securities brokerage accounts wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee shall deem appropriate or useful and, further, while we, or either of us, are acting as a Trustee, such account(s) may deal in commodities, options, futures contracts, hedges, puts, calls and/or straddles (whether or not covered by like securities held in the brokerage account). These powers shall be construed as expanding the “standards of care” rule of the Pennsylvania Uniform Trust Act or in the Uniform Prudent Investor Act (as it may otherwise apply).

4.L. **Loans.** To borrow for the trust from any person, corporation or other entity, including the Trustee, at such rates and upon such terms and conditions as the Trustee shall deem advisable, and to pledge and/or hypothecate as security any of the assets of the trust for the benefit of which such loan is made by mortgage, deed of trust or otherwise for the debts of the trust or either of our debts, or to guarantee either of our debts; to lend money upon such terms and such conditions as the Trustee deems to be in the best interests of the trust and the beneficiaries thereof, including the lending of money from one trust to any other trust created hereunder and to borrow on behalf of one trust from any other trust created hereunder, and further including the right to lend money to the probate estate (if any) of either of us, but in such event such loans shall be adequately secured and shall bear the then prevailing rate of interest for loans to such persons or entities for the purposes contemplated.

4.M. **Manage and Control.** To manage, control, sell at public or private sale, convey, exchange, Partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred Payments; to pledge or encumber by mortgage or deed of trust or any other form of hypothecation; to otherwise dispose of the whole or any Part of the trust on such terms and for such property or cash or credit, or any combination thereof, as the Trustee may deem best; to lease for terms within or extending beyond the duration of the trust for any purposes; to create restrictions, easements, to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; to institute, compromise and defend actions and proceedings with respect to the trust; and to secure such insurance, at the expense of the trust, as the Trustee may deem advisable.

4.N. **Professional Assistance.** To employ and compensate agents, investment managers, attorneys, accountants, and other professionals deemed by the Trustee to be reasonably necessary for the administration of the trust, and the Trustee shall not be liable for any losses occasioned by the good faith employment of such professionals, nor shall the Trustee be liable for any losses

occasioned by any actions taken by the Trustee in good faith reliance upon any advice or recommendation thereof; to Pay all costs, taxes, and charges in connection with the administration of the trust; and to be reimbursed for all reasonable expenses, including attorneys' fees, incurred in the management and protection of the trust and to Pay such professionals a reasonable fee without court approval thereof. Any such Payment by the Trustee of such fees shall be out of principal or income, as the Trustee may elect, or Partially out of each. The discretion of the Trustee to Pay these expenses from income or principal, or Partially from each, is subject to the Trustee's fiduciary obligation to treat income beneficiaries and remaindermen equitably.

4.O. **Purchase.** To purchase property at its fair market value as determined by the Trustee from the probate estate (if any) of either of us.

4.P. **Qualification for Government Benefits.** The Trustee is authorized to take any actions that the Trustee determines to be appropriate or necessary in connection with the qualification for or receipt of government benefits for either of us, including benefits (whether income, medical, disability, or otherwise) from any agency (whether state, federal, or otherwise), such as Social Security, Medicaid, Medicare, or supplemental security income/state supplemental programs. If one of us is incapacitated, the Trustee shall have the authority to divide our residence and our other assets between us in whatever manner is required to maximize any such government benefits.

4.Q. **Receive Assets.** To receive, take possession of, sue for, recover and preserve the assets of the trust, both real and personal, coming to its attention or knowledge, and the rents, issues and profits arising from such assets.

4.R. **Retention of Trust Property.** To retain, without liability for loss or depreciation resulting from such retention, any assets received by the Trustee or any property that may from time to time be added to the trust or any trust created hereunder; or any property in which the funds of any trust may from time to time be invested, for such time as the Trustee shall deem best, even though such property may represent a large percentage of the total property of the trust or it would otherwise be considered a speculative or inappropriate investment. This authority shall be construed as expanding the "standards of care" rule of the Pennsylvania Uniform Trust Act or in the Uniform Prudent Investor Act (as it may otherwise apply); however, this authority shall not supersede any right otherwise granted to the Surviving Spouse under this Trust Agreement to compel that certain trust assets be made productive.

4.S. **Securities.** With respect to any corporation or Partnership, the stocks, bonds or interests in which may form a Part of the trust estate, to act in the same manner and to exercise any and all powers which an individual could exercise as the legal owner of any such corporate stock or Partnership interest, including the right to vote in person or in proxy, or to surrender, exchange or substitute stocks, bonds, or other securities as an incident to the merger, consolidation, re-capitalization or dissolution of any of such corporation, or to exercise any option or privilege which may be conferred upon the holders of such stocks, bonds, or other securities, either for the exchange or conversion of the same into other securities or for the purchase of additional securities, and to make any and all Payments which may be required in connection therewith.



4.T. **Subchapter S Stock.** Before the date on which any “S Corporation Shares” (defined below) would otherwise Pass to or be treated as held by an “Ineligible Trust” (defined below), the Trustee may elect to hold these S Corporation Shares in one or more separate trusts or trust shares on the terms set forth in this Paragraph. The Trustee may elect to hold such S Corporation Shares under the section entitled “Qualified Subchapter S Trusts” or the section entitled “Electing Small Business Trusts”, as the Trustee shall deem appropriate, considering the changes that such provisions would require from the terms and conditions under which such shares would otherwise be held under this Agreement.

(1) *Qualified Subchapter S Trusts.* Any S Corporation Shares held under this section shall be held on the following terms:

(a) Each trust held under this section shall be a separate trust or substantially separate and independent share, as defined in §1361(d)(3) of the Code, held for the benefit of one beneficiary. Any reference in this section to a beneficiary's separate trust shall refer equally to any substantially separate and independent trust share.

(b) Until the “QSST Termination Date” (defined below), the Trustee shall annually distribute all of the trust's “Net Income” (defined below) to the sole beneficiary of each trust held under this section, together with as much of that trust's principal as is appropriate under the standard contained in the trust to which such S Corporation Shares would otherwise have been held. The Trustee shall not distribute income or principal to anyone other than the beneficiary to whom Net Income is distributable until the QSST Termination Date.

(c) Upon the QSST Termination Date, the Trustee shall distribute the remaining trust assets to the beneficiary to whom Net Income was then distributable.

(d) The Trustee shall elect under §1361(d)(2) of the Code to cause each trust held under this section to be treated as a Qualified Subchapter S Trust for Federal income tax purposes.

(e) The Trustee shall administer any trust under this section as a Qualified Subchapter S Trust, as defined in §1361(d)(3) of the Code.

(f) The Trustee shall allocate any S Corporation Shares that will be held under this section to the one trust under this section that is not the Ineligible Trust or, if there is more than one trust under this section that is not the Ineligible Trust, between or among those separate trusts, based on each beneficiary's interest in the income of the Ineligible Trust that would otherwise have held those shares. If no beneficiary was entitled to income of such Ineligible Trust at that time, the Trustee may allocate any S Corporation Shares to the one trust under this section that is not the Ineligible Trust or, if there is more than one trust under this section that is

not the Ineligible Trust, between or among those separate trusts for the beneficiaries of such Ineligible Trust, in such manner as the Trustee shall deem appropriate.

(2) *Electing Small Business Trusts.* Any S Corporation Shares held under this section shall be held on the following terms:

(a) The Trustee shall apportion to the trusts under this section a reasonable share of the unallocated expenses of all trusts under this Agreement, in a manner consistent with the applicable Code and Regulations.

(b) The Trustee shall make the election required by §1361(e)(3) of the Code to qualify the trust under this section as an Electing Small Business Trust, under §1361(e) of the Code.

(c) The Trustee shall administer each trust under this section as an Electing Small Business Trust, under §1361(e) of the Code.

(3) *Implementation.* The Trustee shall manifest the Trustee's selection of the form in which the trust shall hold any S Corporation Shares by written notice to all persons who would be eligible or entitled at the time of such writing to receive income from the Ineligible Trust that would otherwise hold such S Corporation Shares.

(4) *Definitions.* The following definitions apply for purposes of this Paragraph:

(a) "Ineligible Trust" means a trust whose ownership of any S Corporation Shares would cause the termination of that corporation's election to be taxed under subchapter S of the Code.

(b) "Net Income" means income, as defined in §643(b) of the Code.

(c) "S Corporation Shares" means shares of any stock of a corporation that then operates, or that the Trustee shall deem likely to operate in the future, under an election to have its earnings taxed directly to its stockholders under subchapter S of the Code.

(d) "QSST Termination Date" means the earlier of the date on which the beneficiary of a trust under this Paragraph dies and the date on which such trust no longer holds any S Corporation Shares.

(5) *Application.* None of the foregoing provisions of this Paragraph shall apply with respect to any S Corporation Shares that would, but for the provisions of this Paragraph, be held in any trust any portion of the disposition to which would qualify for the Federal estate and/or gift tax marital deduction.

4.U. **Tax Consequences.** To prepare and file returns and arrange for Payment with respect to all local, state, federal and foreign taxes incident to this Trust Agreement; to take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Trust Agreement and its beneficiaries.

4.V. **General Powers.** To do any and all other acts necessary, proper or desirable for the benefit of the trust and its beneficiaries, and to effectuate the powers conferred upon the Trustee hereunder.

## **ARTICLE V**

### **OUR RETAINED POWERS**

5.A. **Revocation.** During our joint lifetimes, this Trust Agreement may be revoked by an acknowledged instrument in writing signed by either of us which shall refer to this Trust Agreement and to this specific power and which shall be delivered to the then-acting Trustee and the other spouse in the event of such revocation, the jointly owned and/or community property held by the trust shall revert to both of us as if this Trust Agreement had not been created, and any separate property held by the trust shall revert to the spouse who contributed such separate property and shall constitute his or her separate property as if this Trust Agreement had not been created.

5.B. **Amendment.** We may, at any time during our joint lifetimes, amend any of the terms of this Trust Agreement by an acknowledged instrument in writing signed by both of us which shall refer to this Trust Agreement and to this specific power and which shall be delivered to the then-acting Trustee.

#### **5.C. Revocation and Amendment after the First Death.**

(1) On the death of the first of us, the surviving spouse may amend any or all of the provisions of Articles II, III or IV of this Trust Agreement [except as such amendment would alter the beneficial interests of the "Decedent's Trust" (as hereinafter defined), or would cause all or any Part of the Decedent's Trust to be included in the surviving spouse's taxable estate].

(2) On the death of the first of us, the surviving spouse shall have the power to amend, revoke or terminate the "Survivor's Trust" (as hereinafter defined). On revocation or termination of the Survivor's Trust, all of its assets shall be delivered to the surviving spouse.

(3) On the death of the first of us, the "Decedent's Trust" (as hereinafter defined) may not be amended, revoked, or terminated; provided however, the surviving spouse shall have the power to change the manner of distribution, whether outright or continued in trust, of the Decedent's Trust (provided said trust does not hold any assets which have been disclaimed by the surviving spouse) to the deceased spouse's issue. This Limited Power of Appointment shall include the power to allocate all or an unequal portion of the assets of the Decedent's Trust to one or more beneficiaries to the exclusion of the

deceased spouse's other issue, so long as such beneficiaries are the issue of the deceased spouse.

(4) Revocation and amendment shall be made in the manner as herein above provided in Paragraphs 5.A. and 5.B.

(5) On the death of the surviving spouse, no trust created herein may be amended or revoked.

**5.D. Powers Personal to Us.** Our powers to revoke or amend this Trust Agreement are personal to us and shall not be exercisable on our behalf by any conservator and/or guardian or other person, except the revocation or amendment may be authorized, after notice to the Trustee, by the Court that appointed a conservator and/or a guardian of either of us. Notwithstanding the previous sentence, in the event that either of us appoint an "Attorney-in-Fact", we reserve the right to confer upon such Attorney-in-Fact the power (1) to add property to the trust with the consent of the Trustee; (2) by written instrument delivered to the Trustee, to withdraw any property held hereunder (to the extent that we would individually have that power); and, (3) if specifically authorized in such appointment, by written instrument delivered to the Trustee, to modify or amend the trust (provided that the duties of the Trustee may not be increased or the Trustee's fees reduced without the consent of the Trustee). Any such appointment shall be made by a written, acknowledged instrument.

**5.E. Tangible Personal Property.** While either of us is living, we reserve the right to retain the control, use and possession of any or all of the tangible personal property included in the trust. We expressly limit the Trustee's responsibility with respect to the property so retained to the Trustee's function as the holder of legal title until we (or the survivor of us) surrender our right to the use and possession of any such property or until the death of both of us. In addition, we shall have the right, exercisable by written notice to the Trustee on terms specified by us, to direct the sale, transfer, gift or other disposition of any such property, with or without consideration, and the Trustee shall take all actions necessary to comply with the terms of such notice. In the event we surrender any such property to the Trustee, or upon our deaths, the Trustee shall take possession, preserve and maintain such property. The Trustee shall be responsible and accountable only for that tangible personal property which is actually in the Trustee's possession or control or, if retained by us, is found by application of reasonable diligence at the death of the survivor of us or at such time that the Trustee asserts control.

**5.F. Residential Property.** We reserve the right to have complete and unlimited, possession, use and control of any real property which may ever constitute an asset of the trust estate and which is occupied by either of us for residential purposes, thereby retaining the requisite beneficial interest and possessory rights in and to such real property to comply with the "Homestead" laws of the State in which such property is located, so that such requisite beneficial interest and possessory rights constitute in all respects "equitable title to real estate". Notwithstanding anything to the contrary contained in this Agreement, our interest in such real property shall be an interest in real property, and not personalty, and such real property shall be deemed to be our homestead; such use and control shall be without rent or other accountability to the Trustee. As Part of such use and control, we, and not the Trustee, shall have the responsibility to manage such property, Pay taxes, insurance, utilities and all other charges

against the property, and may, at our option, charge such expenses to the trust, or may request reimbursement for any advances made for such purposes.

## ARTICLE VI

### DISPOSITION OF TRUST FUND

**6.A. Trustee's Basic Duties.** During the term of this Trust Agreement, the Trustee shall hold, manage, invest and reinvest the trust fund, collect the income and profits from it, Pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this ARTICLE VI.

**6.B. Disposition During Our Joint Lifetimes.** During our joint lifetimes, we shall be equally entitled to the entire net income of the jointly owned property and/or the community estate (as hereinabove defined) held by the trust. At the written request of both of us, the Trustee shall Pay to either spouse so much of the principal of the jointly owned property and/or the community estate held by the trust as we shall request or shall make such gratuitous transfers of the principal of the jointly owned property and/or the community estate held by the trust as we both shall direct. During our joint lifetimes, the Trustee shall also Pay to each Party, or shall apply for such spouse's benefit, the entire net income of such spouse's separate property (if any) held by the trust. At the written request of the spouse who contributed any separate property to the trust, the Trustee shall Pay to such spouse so much of the principal of such separate property as he or she shall request. In the absence of any specific direction, the Trustee is also authorized to Pay over or apply the net income and/or the principal of the trust for the support and maintenance of any person or persons who is dependent upon our financial support.

**6.C. Disposition During Incapacity.** If at any time during our joint lifetimes, the Trustee determines that either of us has become physically or mentally incapacitated, whether or not a court of any jurisdiction has declared that person in need of a guardian, the Trustee shall Pay to the other of us, or apply for the benefit of either of us, first from the jointly owned property and/or the community estate (as hereinabove defined) held by the trust, and then equally from our separate property, the amounts of net income and principal necessary in the Trustee's discretion for the proper health, support, and maintenance of both of us in accordance with our accustomed manner of living at the date of such incapacity, until the incapacitated spouse is again able to manage his or her own affairs, or until the earlier death of such incapacitated spouse. The non-incapacitated spouse may also withdraw from time to time accumulated trust income and principal of the jointly owned property and/or the community estate held by the trust. In addition to Payments for our benefit, the Trustee is specifically authorized to initiate or continue any Payments to a dependent person in the manner hereinabove set forth in Paragraph 6.B.; the initiation, continuation, amount and extent of such support shall be in the Trustee's sole and absolute discretion. The Trustee shall accumulate any of the net income not so Paid over and/or applied and shall add the same to the principal of the jointly owned property and/or the community estate or the separate estate, as the case may be.

As a guide to the Trustee, it is our intent that we, and the survivor of us, shall remain in our primary residence as long as it is medically reasonable and, if we should need convalescent care, that we be able to return home as soon as it is medically reasonable; the expense of home care

shall be of secondary importance. This Paragraph is for the guidance of the Trustee only and should not be considered by any third Party as a restriction or limitation on the Trustee's powers to manage the trust in the Trustee's absolute discretion.

**6.D. Division of the Trust Fund at the Death of the First of Us.** The first of us to die shall be called the "Deceased Spouse" and the survivor of us shall be called the "Surviving Spouse". On the death of the Deceased Spouse, the Trustee shall divide the trust fund, including any additions made to the trust by reason of his or her death, such as from the decedent's Will or life insurance policies on the decedent's life, into two separate trusts, designated the "Survivor's Trust" and the "Decedent's Trust".

(1) The "Survivor's Trust" shall include the Surviving Spouse's separate property (if any) and the Surviving Spouse's interest in the jointly owned property and/or community estate (as hereinabove defined) held by the trust fund, including any undistributed or accrued income on it.

(2) The "Decedent's Trust" shall consist of the remainder of the trust fund. The Surviving Spouse shall not at any time have a general power of appointment (as described in §§2041 and 2514 of the Code) over any assets of the Decedent's Trust and any provisions of this Trust Agreement which would so create a general power of appointment shall be disregarded.

(3) If the Surviving Spouse requires the use of our principal residence, either temporarily or permanently, such residence may be allocated in whole or in Part to the Survivor's Trust or to the Decedent's Trust, in which latter case the Surviving Spouse shall have the use of such property (or the portion thereof). The allocation decision shall be made by the Trustee in the Trustee's discretion after considering all the facts and circumstances then existing.

**6.E. Deferral of Division or Distribution.** Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on the death of the survivor of us, the Trustee may, in the Trustee's discretion, defer such distribution or division up to six (6) months after such death. When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this Trust Agreement in the absence of this Paragraph and all rights given to the beneficiaries of such trust assets under other provisions of this Trust Agreement shall be deemed to have accrued and vested as of such prescribed time; further, the beneficiaries of such trust assets shall be entitled to receive interest on the delayed distribution pursuant to Pennsylvania law (if there is no provision expressly applicable to trusts, then interest shall be Paid pursuant to Pennsylvania law applicable to decedents' estates). Upon making distribution of trust assets or a division of trust assets into separate trusts at the death of the Deceased Spouse, the assets shall be valued at the date of distribution or the date of funding the trusts created by this instrument if such date is different than the date of death, and the Trustee shall distribute or divide so as to avoid application of terminable interest rules and regulations.

Further, from time to time during the period between the death of the Deceased Spouse and the funding of any trust which is to come into existence under the terms of this Trust

Agreement as a result of the death of the Deceased Spouse, Trustee may, in Trustee's discretion, distribute cash and/or other trust properties, not only to such trust, but also to or for the direct benefit of any individual beneficiary or beneficiaries of such trust (i.e., one to whom distributions of the income of such trust might then be made); provided however, that:

- (1) All such direct distributions to any beneficiary of any such trust shall be in lieu of (and thus credited toward) allocations otherwise required to be made to that trust as provided above; and,
- (2) No distribution which might thus be made to any beneficiary of any such trust shall exceed the amount then remaining to be allocated to that trust, or the amount which might properly be distributed by the trust to that beneficiary under the terms of that Particular trust (nor shall it involve any trust assets which are prohibited by any other term of this Trust Agreement from allocation to that trust).

**6.F. Authorized Actions at Our Deaths.** At and after the death of either of us, the Trustee is authorized and directed to Pay over to our executor, administrator, or personal representative so much of the trust fund as such representative shall state in writing is necessary or desirable to provide the estate with funds with which to Pay the funeral expenses, debts, cost of administration and/or the taxes on the taxable estate, including taxes which may be imposed upon the probate estate, upon the trust fund and/or upon any property or interest in property, legal or equitable, which is included in the taxable estate, and any such statement of our executor, administrator, or personal representative (regardless of the nature or extent of the assets held in such the estate) shall be binding and conclusive upon the Trustee and upon all persons and corporations having any interest in the trust fund.

- (1) If such executor, administrator, or personal representative fails to furnish any such directions or if no such representative is appointed, the Trustee may, in its discretion, Pay in whole or in Part all debts which are due and enforceable against our estate, the expenses of the last illness, funeral, and administration and all taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of such death.
- (2) Any estate taxes imposed on any trust assets shall be pro-rated among the beneficiaries and/or trusts who actually receive such property in the manner set forth under Pennsylvania law and the Code. Further, the Trustee is specifically authorized to recover the Payments of any estate taxes attributable to assets not Part of the trust fund (or not added to the trust fund following the death of the survivor of us) from the person, persons or entity which received such assets. Provided however:

- (a) No taxes shall be apportioned to, charged against or Paid from any retirement plan benefits in which the trust fund acquires an interest as a result of either of us.

- (b) No taxes shall be apportioned to, charged against or Paid from any life insurance proceeds or other property Passing to the trust fund on either of our deaths in accordance with a beneficiary designation, unless the

property would have been liable for estate taxes had the property Passed to an individual beneficiary rather than to the trust.

(c) No taxes shall be apportioned to, charged against or Paid from any tangible personal property or specific cash gifts made by us under our respective Wills or under this Trust Agreement.

(d) No taxes shall be apportioned to, charged against or Paid from any gift made to a charitable organization that qualifies for a charitable deduction under §2055 of the Code.

(e) No taxes shall be apportioned to, charged against or Paid from any property qualifying for the marital deduction under §2056 of the Code.

(f) No taxes shall be apportioned to, charged against or Paid from any other property excluded from the imposition of estate taxes by reason of any exemption, exclusion, or deduction applicable to the property, or because of (i) provisions of our respective Wills or this Trust Agreement that expressly exclude the property from taxation; (ii) the relationship between the deceased and the beneficiary of the property; or (iii) the character of the property. All such property shall Pass free of estate taxes.

(g) All taxes imposed on property includible in either of our gross taxable estates under §2041 of the Code (or an applicable statute for state purposes) by reason of a general power of appointment held by the deceased shall be charged to and Paid from the property subject to the power. Further, we direct that the amount of the general power of appointment property equal to the taxes attributable to the value of the property shall be Paid to the Trustee, to be held in this trust and used to Pay such taxes. The amount of taxes attributable to the property shall equal (i) the amount of all taxes imposed on either of our taxable estates (including the value of the general power of appointment property), less (ii) the amount of all taxes that would have been imposed on the deceased's taxable estate excluding the value of the general power of appointment property. The rules promulgated under §2207 of the Code shall apply in determining the amount of the incremental tax to be Paid from the general power of appointment property.

(h) Any increment in estate taxes attributable to other property in which either of us had a life interest or a term interest that did not end prior to his or her death (including a life estate or life income interest) and which is included in either of our gross taxable estates shall be borne by the holder or recipient of that property.

(4) At the death of the Surviving Spouse the Payment of the charges, costs, taxes or other expenses as above specified in this Paragraph shall first be made from the



Survivor's Trust; provided however, no Part of the Decedent's Trust shall be subject to claim by any governmental agency.

**6.G. Deceased Spouse's Expenses.** On the death of the Deceased Spouse, and to the extent authorized by Paragraph 6.F. as hereinabove set forth, the Trustee shall Pay out of the trust fund such charges, costs, taxes or other expenses in the following manner:

(1) Any Payment for estate taxes shall be charged to and Paid from the Decedent's Trust.

(2) Payments for last-illness, funeral and other administration costs shall be charged to the Decedent's Trust; provided however, that administration costs allocable to the Surviving Spouse's share of the jointly owned and/or community property administered in the Deceased Spouse's estate shall be charged to the Survivor's Trust.

(3) Payment of the Deceased Spouse's debts shall be charged against the Survivor's Trust and the Decedent's Trust in accordance with Pennsylvania law in effect at the date of decedent's death.

**6.H. Payments of Income to the Surviving Spouse.** No less frequently than annually, the Trustee shall Pay to or for the benefit of the Surviving Spouse the net income of the Survivor's Trust and the Decedent's Trust; provided, however, no income of the Decedent's Trust shall be distributed to the Surviving Spouse if the Surviving Spouse is otherwise eligible for any "need based" governmental benefits or assistance. Any income of the Decedent's Trust not so distributed shall be added to the principal of the Decedent's Trust. Provided further, notwithstanding the above-stated power to withhold income, no less frequently than annually, the Trustee shall Pay to or apply for the benefit of the Surviving Spouse the "annual minimum required distribution" from any qualified plan account and/or Individual Retirement Account ("IRA") from which the right to receive distributions is held by either Trust.

### **6.I. Payments of Principal to the Surviving Spouse.**

(1) The Trustee shall also Pay to or apply for the benefit of the Surviving Spouse such sums out of the principal of the Survivor's Trust as the Trustee, in the Trustee's discretion, shall consider necessary for the Surviving Spouse's proper health, support, comfort, enjoyment, and welfare. In addition, the Trustee shall Pay the Surviving Spouse as much of the principal of the Survivor's Trust as the Surviving Spouse shall request or shall make such gratuitous transfers of the principal of the Survivor's Trust as the Surviving Spouse shall direct. The Trustee shall exercise in a liberal manner the power to invade the principal of the Survivor's Trust and the rights of the remaindermen in the trust shall be considered of secondary importance.

(2) If the Trustee considers the income of the Surviving Spouse to be insufficient, then the Trustee shall also Pay to or apply for the benefit of the Surviving Spouse such sums out of the principal of the Decedent's Trust as the Trustee, in the Trustee's discretion, shall consider necessary for the Surviving Spouse's proper health, support and maintenance, in order to maintain the same standard to which the Surviving Spouse was accustomed at the death of the Deceased Spouse; provided however, no Part of the Decedent's Trust shall be subject to claim by any governmental agency. For all purposes concerning this power to distribute principal to or for the benefit of the Surviving Spouse, if co-Trustees are then-acting and if the Surviving Spouse is one such co-Trustee, this power shall be limited to the co-Trustee or co-Trustees other than the Surviving Spouse.

(3) Although not mandatory, it is suggested that Payments out of principal to the Surviving Spouse shall be made first out of the Survivor's Trust until it is exhausted, then out of the Decedent's Trust. In addition, the Trustee may also consider the Surviving Spouse's other assets and income, outside the Survivor's Trust, in making such discretionary Payments.

(4) In the absence of direction from the Surviving Spouse, the Trustee is also specifically authorized to Pay over or apply the net income and/or the principal of the Survivor's Trust for the support and maintenance of any person or persons who is dependent upon the Surviving Spouse's financial support; the amount and extent of such support shall be in the Trustee's sole and absolute discretion.

**6.J. Power of Appointment for the Surviving Spouse.** On the death of the Surviving Spouse, the Trustee shall distribute the balance then remaining, if any, of the Survivor's Trust, including both principal and any accrued or undistributed income, to such one or more persons or entities, including the Surviving Spouse's own estate, and on such terms and conditions, either outright or in trust, as the Surviving Spouse shall appoint by an amendment to this Trust Agreement adding a Paragraph providing for the distribution of the Survivor's Trust separate from the Decedent's Trust. Any of the Survivor's Trust not effectively appointed by the Surviving Spouse in this manner shall follow the disposition of the Decedent's Trust in all respects as hereinafter set forth; provided however, the Trustee shall, to the extent and in the manner hereinabove authorized, first Pay out of the Survivor's Trust not so appointed the Surviving Spouse's last illness and funeral expenses, attorney's fees and other costs incurred in administering his or her

estate, other obligations incurred for his or her support, and any estate or inheritance taxes (including interest and penalties) occasioned by the Surviving Spouse's death.

**6.K. Distribution at the Death of the Surviving Spouse.** On the death of the Surviving Spouse, the Trustee shall hold, administer and distribute the Decedent's Trust, as then constituted, or the entire trust fund, as the case may be (all of which is hereafter referred to as the "Trust Estate"), as follows:

(1) The Trustee shall distribute such items of our tangible personal property as may then be included in the Trust Estate in accordance with any written instructions left by us, or either of us, and the remainder of such personal property, or all of it if no such instructions are left, to our sons in equal shares as they shall agree.

(2) The Trustee shall divide the remainder of the Trust Estate into as many equal shares as there are sons of ours then living and sons of ours then deceased with issue then living). The Trustee shall allocate one (1) such share to each then-living son and one (1) such share to each group composed of the then-living issue of a deceased son. Each such share shall be distributed, or retained in trust, as hereafter provided:

(a) From each share held for a living son, the Trustee shall Pay to or apply for the benefit of such son as much of the income and/or principal of his share as the Trustee in the Trustee's discretion shall deem necessary for such son's proper support, health, maintenance and education. Any income not so distributed shall be added to principal of such son's share.

(b) The Trustee shall also Pay over to each son, after he shall have attained the age of 35 years, so much of the principal of the share set aside for such son as he shall request in writing at any time or times.

(c) In the event of the death of a son for whom a share (or any undistributed Part thereof) shall then be held in trust hereunder, the Trustee shall (upon the death of such son) hold, administer and distribute such share in the manner hereinbelow set forth to the then-living issue, per stirpes, of the son so dying. If such deceased son shall not be survived by issue, the Trustee shall distribute his share in the manner hereinabove set forth in this subparagraph.

(d) In the event of the distribution of a share to a group consisting of the issue of a deceased son, the Trustee shall distribute such share to the then-living issue, per stirpes, of such deceased son in the manner hereinbelow set forth in subsection (e).

(e) If any share is set aside for (at the time hereinbefore provided for the division of the Trust Estate into shares) or if any share or the undistributed Part thereof is thereafter distributed to the issue of a deceased son, the Trustee shall hold, administer and distribute such beneficiary's share in the following manner:

(i) As to each share so set aside, until each such beneficiary shall attain the age of twenty-five (25) years, the Trustee shall Pay over to, or apply for the benefit of such beneficiary so much of the net income and/or principal of his or her share as the Trustee, in the Trustee's discretion, shall deem advisable for such beneficiary's health, education, support, maintenance and welfare. Any income not so distributed shall be added to principal.

(ii) The Trustee shall also Pay over to such beneficiary, after he or she shall have attained the age of twenty-five (25) years, so much of the accrued income and principal of the Trust Estate set aside for such beneficiary as he or she shall request in writing at any time or times.

(iii) In the event of the death of any beneficiary while any undistributed Part of his or her share shall then be held in trust hereunder, the Trustee shall (upon the death of said beneficiary) transfer and deliver forthwith his or her share to said deceased beneficiary's then-living issue, per stirpes. If said deceased beneficiary is not survived by issue, the Trustee shall (upon the death of said beneficiary) transfer and deliver forthwith his or her share to said beneficiary's then-living brothers and sisters, if any, and, if none, in the manner hereinabove set forth in this subparagraph.

(iv) If no issue of ours shall be living prior to the full distribution of the Trust Estate intended for such issue, the Trustee shall distribute such Part of the Trust Estate as shall then be held in trust hereunder USO.

Executed on May 3, 2016, in Montgomery County, Pennsylvania.

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**PAUL W JONES,**  
Settlor

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**MARTHA J JONES,**  
Settlor

We hereby acknowledge receipt of the trust, accept the terms of THE JONES LIVING TRUST, and covenant that we will execute the trust with all due fidelity.

\_\_\_\_\_  
**PAUL W JONES,**  
Trustee

\_\_\_\_\_  
**MARTHA J JONES,**  
Trustee

COMMONWEALTH OF PENNSYLVANIA                      )  
  ) ss.  
COUNTY OF MONTGOMERY                              )

On this \_\_\_\_ day of May, 2016, before me, the undersigned officer, personally appeared PAUL W JONES and MARTHA J JONES, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



## **Certification of Trust**

TO: ALL FINANCIAL INSTITUTIONS, MUTUAL FUND ADMINISTRATORS, TITLE INSURERS, TRANSFER AGENTS, AND OTHER PERSONS AND INSTITUTIONS

The undersigned desire to confirm the establishment of a revocable living trust named THE JONES LIVING TRUST (hereinafter referred to as the "Trust"). The following provisions are found in said Trust and may be relied upon as a full statement of the matters covered by such provisions by any one dealing with the original co-Trustees or their successors.

### **CREATION OF TRUST**

The Trust was created concurrently herewith by a Trust Agreement executed by the undersigned as Settlers and co-Trustees, for the benefit of the undersigned during their joint lifetimes, thereafter for the lifetime benefit of the survivor, and ultimately for the benefit of other successor beneficiaries in interest.

### **NAME OF TRUST**

The name of the Trust is THE JONES LIVING TRUST. Any assets held in the name of the Trust should be titled in substantially the following manner: PAUL W JONES and MARTHA J JONES, as co-Trustees of THE JONES LIVING TRUST, U/A dated May 3, 2016.

### **TRUSTEE**

The currently acting co-Trustees of the Trust are PAUL W JONES and MARTHA J JONES. If either of said co-Trustees shall cease to act for any reason, the other shall act as sole Trustee of the Trust. In the event that both cease to act for any reason, they shall be succeeded by PETER G JONES and WILLIAM G JONES as successor co-Trustees. If either co-Trustee fails to qualify or ceases to act, the other shall act alone. If both of the above-named fail to qualify or cease to act, PETER E JONES shall act as the alternate successor Trustee.

### **SIGNATURE AUTHORITY**

While co-Trustees are acting, only one signature shall be required to conduct business with respect to property and/or assets held or owned by the Trust. Any third Party dealing with the Trust may rely upon this singular authority without any further evidence. Any Trust asset may be titled to reflect this authority, including the designation "and/or".

### **REVOCABILITY OF TRUST**

The Trust is revocable. The persons holding the power to revoke or amend the Trust are PAUL W JONES and MARTHA J JONES.

### TAXPAYER IDENTIFICATION NUMBER

The Trust uses the Social Security number of either Settlor as its TaxPayer Identification Number. No separate tax identification number is required while this Trust is revocable and the Settlers or either of them is acting as Trustee

### ADDRESS OF THE TRUST

The Trust uses the address of the Settlers as its location. This address is currently 34 Foley Street, Green Lane, Pennsylvania 18054.

### TRUSTEE AUTHORITY

- (1) Subject to state law, a Trustee may appoint an Attorney-in-Fact (“Power of Attorney”) and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee.
- (2) No purchaser from or other person dealing with a Trustee shall be responsible for the application of any purchase money or thing of value Paid or delivered to such Trustee, but the receipt by a Trustee shall be a full discharge; and no purchaser or other person dealing with a Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with a Trustee should relate, shall be under any obligation to ascertain or inquire into the power of such Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by such Trustee or comprised in the trust fund.
- (3) The certification of a Trustee and/or the agent of a Trustee that such person is acting according to the terms of the Trust shall fully protect all persons dealing with such Trustee and/or agent. Any person may rely upon the certification of any Trustee as to the matters which are not contained in this Certification of Trust, including a further enumeration of the Trustee's powers.

A person who acts in reliance on this Certification of Trust without knowledge that the representations contained in this Certification of Trust are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in this Certification. Knowledge of the terms of the Trust may not be inferred solely from the fact that a copy of all or Part of the trust instrument is held by the person relying on the certification. A person who in good faith enters into a transaction in reliance on this Certification of Trust may enforce the transaction against the trust property as if the representations contained in this Certification of Trust were correct.

### TRUSTEE'S POWERS

The Trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property including the power to buy, sell, hold, transfer, convey, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit or to



withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security. In addition to the above, the Trustee shall have all of the powers authorized by the Pennsylvania Uniform Trust Act (as though such powers were set forth herein).

### ADMINISTRATIVE PROVISIONS

- (1) The Trust shall be administered according to the Pennsylvania Uniform Trust Act, except as shall be specifically modified therein.
- (2) The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
- (3) This Certification of Trust is a true and accurate statement of the matters referred to herein concerning the Trust.
- (4) This Certification of Trust has been signed by both of the currently acting co-Trustees of the Trust.
- (5) Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certification of Trust and any person who is in possession of a photocopy of this executed Certification may, in good faith, rely upon the information it contains and shall not be liable to the Settlers, any Trustee or beneficiary for reliance upon the information herein contained.
- (6) No person shall have received notice of any event upon which the use of this Certification of Trust depends unless said notice is in writing and until the notice is delivered to said person.



# Assignment Of Personal Property

We, **PAUL W JONES** and **MARTHA J JONES**, hereby declare that all articles of personal and household use and ornament of every kind and description and wheresoever situated which we presently own or hereafter acquire (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, all automobiles, club memberships, china, digital assets and/or rights (including any "social media", on-line accounts and/or email accounts), glass, clothing, jewelry, precious stones, furniture, rugs, Mdintings and other works of art, books, silverware, etc., and including all insurance with respect thereto) are transferred to and the same shall be owned by:

**THE JONES LIVING TRUST,**

being a revocable living trust, which exists under a certain trust agreement created by us concurrently herewith.

The foregoing declaration and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in our respective individual name or names, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed. This declaration may be terminated by us by written notice to the Trustee of the above-mentioned trust. Notwithstanding this transfer in trust, we reserve the unlimited right to the use of the aforementioned items.

Executed on May 3, 2016, in Montgomery County, Pennsylvania.

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**PAUL W JONES**

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**MARTHA J JONES**

COMMONWEALTH OF PENNSYLVANIA    )  
   ) ss.  
 COUNTY OF MONTGOMERY                 )

On this \_\_\_\_ day of May, 2016, before me, the undersigned officer, personally appeared PAUL W JONES and MARTHA J JONES, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: \_\_\_\_\_

# Instructions for the Distribution of Our Personal Property

Pursuant to the terms of THE JONES LIVING TRUST, we are making the following instructions for the distribution of our tangible personal property and personal effects at the death of the survivor of us:

<b>Beneficiary</b>	<b>Item</b>
--------------------	-------------

Dated: \_\_\_\_\_  
**PAUL W JONES**

\_\_\_\_\_  
**MARTHA J JONES**

**LAST WILL AND TESTAMENT**  
**OF**  
**PAUL W JONES**

I, **PAUL W JONES**, a resident of Montgomery County, Pennsylvania, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

**ARTICLE ONE**

DECLARATIONS

1.A. **Family.** I am married to MARTHA J JONES and all references to “my wife” shall be to her. I have four children of this marriage now living; namely, PETER E JONES, WILLIAM G JONES, KEVIN G JONES and THOMAS G JONES.

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other children and/or issue of mine, if any, however defined by law, presently living. Any child or children born after the date of this Will shall be treated as though they were named in this Paragraph.

1.B. **Trust Agreement.** The term “TRUST AGREEMENT” as used in this Will shall refer to that certain unrecorded trust instrument known as THE JONES LIVING TRUST, created by my wife and me concurrently herewith.

1.C. **Property.** I confirm to my wife MARTHA her one-half interest in any of our jointly owned property, with or without the necessity of probate administration or other court order, at my wife’s discretion. It is my intention by this Will to dispose of my separate property (if any) and my interest in the property owned by my wife and me (other than any property held in joint tenancy with my wife at the time of my death).

**ARTICLE TWO**

FIDUCIARIES

2.A. **Executor.** My nomination for the Executor of my Will, to serve without bond being required, shall be the then-acting Trustee or Trustees of THE JONES LIVING TRUST. The term “my Executor” as used in this Will shall include any personal representative of my estate.

2.B. **Appointment of Special Executor.** If for any reason my Executor is unwilling or unable to act as Executor with respect to any provision of my Will or the administration of my estate, my Executor shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate within the meaning of §672(c) of the Internal Revenue Code (hereinafter referred to as “the Code”) to act as a substitute or special Executor for such purpose, and may revoke any such appointment at will. Each substitute or special Executor so acting shall exercise all

administrative and fiduciary powers granted by my Will unless expressly limited by the delegating Executor in the instrument appointing such substitute or special Executor. Any substitute or special Executor may resign at any time by delivering written notice to my Executor to that effect.

### **ARTICLE THREE**

#### **DISTRIBUTION OF ESTATE**

3.A. **Payment of Estate Expenses.** My Executor shall Pay from my estate, after consulting with the then-acting Trustee or Trustees of THE JONES LIVING TRUST, all debts which are due and enforceable against my estate, the expenses of my last illness, the expenses of my final disposition without regard to statutory limitation or the necessity of prior court approval, the expenses of administering my estate, and all death taxes and governmental charges imposed and made Payable under the laws of the United States or of any state or country by reason of my death. Such taxes shall include taxes imposed upon life insurance, endowment or annuity contracts upon my life, and upon all other property, whether Passing under my Will or otherwise; provided that the assets, if any, over which I hold any taxable power of appointment at my death shall bear the entire increment and the burden of death taxes and other governmental charges to the extent that the total of such taxes and charges is greater than would have been imposed and made Payable if I did not hold such a power of appointment, and to the extent required by law, I exercise such power of appointment in favor of the appropriate taxing authorities to discharge such taxes. Other than the above direction for the taxation of a power of appointment, the pro-ration of taxes imposed upon my estate shall be in the manner directed in said trust.

If my residuary estate is insufficient for such Payments, in whole or in Part, or if, in the discretion of my Executor, all or a Part of such Payments from my estate would prejudice the best interests of my estate, then my Executor shall direct the then-acting Trustee or Trustees of said trust to Pay the appropriate amounts, either directly or to my Executor for such purposes.

3.B. **Interest in Retirement Plans.** I give my wife MARTHA all of my interest, if any, in any qualified retirement plans (i.e., IRA, Keogh, 401k, Pension and/or Profit-Sharing Plans) of which she is the owner/Participant.

3.C. **Gift to Trust.** I give the remainder of my estate to the then-acting Trustee or Trustees of THE JONES LIVING TRUST, together with any additions or amendments thereto, to be added to the principal of that trust and to be held, administered and distributed under the Trust Agreement and any amendments to such Trust Agreement. I direct that such Trust Agreement shall not be administered under court supervision, control or accounting, and the Trustee shall not be required to give bond in such capacity.

3.D. **Alternate Disposition.** If the trust hereinabove referred to in Paragraph 1.B. of this Will is not in effect at my death, or if for any other reason the gift to said trust (as hereinabove set forth in Paragraph 3.C.) cannot be accomplished, I specifically and completely incorporate the terms of said trust into this Will by reference. In such a situation, I direct my Executor to establish a trust in accordance with the provisions of said trust and give the remainder of my

estate, excluding any property over which I might have a power of appointment, to the Trustee of such trust.

## ARTICLE FOUR

### ESTATE ADMINISTRATION

4.A. **General Powers of Executor.** My Executor shall have all of the powers now or hereafter conferred on my Executor by Title 20 of the Pennsylvania Consolidated Statutes, and any powers enumerated elsewhere in this Will.

4.B. **Digital Assets.** My Executor shall have the power to access, manage, and control any and all forms of digital assets, accounts and rights in which I have an interest at my death;

4.C. **Power to Make Tax Elections.** To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on the amount of taxes that may be Payable, my Executor shall have the power to choose a valuation date for tax purposes; choose the methods to Pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; make such elections or allocations under the tax laws as the trustee of the trust hereinabove referenced in Paragraph 1.B. directs or, in the absence of such a direction, to the extent my executor deems advisable, without regard to the relative interests of the beneficiaries and without liability to any person; and, to disclaim all or any portion of any interest in property Passing at or after my death to my Estate or to a trust created by me or established for my benefit (including, but not limited to, any sub-trust established pursuant to the terms of the trust hereinabove referenced in Paragraph 1.B.).

4.D. **Power to Elect “Portability”.** In addition to the tax powers hereinabove set forth, my Executor is specifically authorized to elect, to the extent and in the manner authorized by §2010(c)(2) of the Code and any applicable regulations thereto, the allocation to Martha of any unused portion of my “applicable exclusion amount” for federal estate tax purposes; it is my intent that my Executor shall affirmatively elect “portability” of the “deceased spousal unused exclusion amount” [as said term is defined in §2010(c)(4) of the Code] pursuant to §2010(c)(5)(A) of the Code.

4.E. **Court Supervision.** My Estate may be managed, administered, distributed, and settled without Court supervision to the maximum extent permissible by law.

## 4.K. ARTICLE FIVE

### MISCELLANEOUS PROVISIONS

5.A. **No  Contest Provision.** To the extent permitted under the laws of the Commonwealth of Pennsylvania, in the event any beneficiary under this Will shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Will shall be determined as it would have been determined had the person predeceased me without being survived by issue:

- (1) Directly contests, without probable cause, in any court the validity of my Will;
- (2) Seeks to obtain adjudication in any proceeding in any court that my Will or any of its provisions are void;
- (3) Seeks otherwise to set aside my Will or any of its dispositive provisions;
- (4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from my Estate on the grounds that such property was not mine at the time of the transfer or at the time of my death (for purposes of this subparagraph, a contest shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property); and/or,
- (5) Files a creditor's claim against my Estate or prosecutes an action against my Estate or this trust for any claim for damages or services alleged to have been incurred during my lifetime (for purposes of this subparagraph, a contest shall not include a creditor's claim filed by a beneficiary for reimbursement of administrative costs, expenses, funds advanced in preservation of our estate or sums advanced for Payment of our last illness or for funeral expense).

My Executor is hereby authorized to defend, at the expense of my Estate, any contest or other attack of any nature on my Estate, this Will or any of its provisions.

5.B. **Severability Clause.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

5.C. **Governing Law.** All questions concerning the validity and interpretation of this Will, shall be governed by the laws of the Commonwealth of Pennsylvania in effect at the time this Will is executed.

5.D. **Miscellaneous.**

- (1) As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.
- (2) Article headings in this Will are inserted for convenience only, and are not to be considered in the construction of the provisions thereof.



IN WITNESS WHEREOF, I set my name to this instrument on this 3rd day of May, 2016.

\_\_\_\_\_  
**PAUL W JONES**

In our presence, PAUL W JONES signed this instrument and declared it to be his Last Will and Testament and we at his request, in his presence and in the presence of each other, have signed it as witnesses.

\_\_\_\_\_  
[signature – please print name under this line]

\_\_\_\_\_  
[street address]

\_\_\_\_\_  
[city, state]

\_\_\_\_\_  
[signature – please print name under this line]

\_\_\_\_\_  
[street address]

\_\_\_\_\_  
[city, state]

**ACKNOWLEDGEMENT**

COMMONWEALTH OF PENNSYLVANIA       )  
  ) ss.  
COUNTY OF MONTGOMERY                )

I, PAUL W JONES, the testator, whose name is signed to the attached or foregoing instrument, having been duly qualified according to law, do hereby acknowledge that I signed and executed the instrument as my Last Will and Testament; that I signed it willingly; and that I signed it as my free and voluntary act for the purposes therein expressed.

\_\_\_\_\_  
**PAUL W JONES**

Sworn or affirmed to and acknowledged before me by PAUL W JONES, the testator, this 3rd day of May, 2016.

\_\_\_\_\_  
**NOTARY PUBLIC**



**LAST WILL AND TESTAMENT**  
**OF**  
**MARTHA J JONES**

I, **MARTHA J JONES**, a resident of Montgomery County, Pennsylvania, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

**ARTICLE ONE**

DECLARATIONS

1.A. **Family.** I am married to PAUL W JONES and all references to “my husband” shall be to him. I have four children of this marriage now living; namely, JN JN E JONES, WILLIAM G JONES, KEVIN G JONES and THOMAS G JONES.

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other children and/or issue of mine, if any, however defined by law, presently living. Any child or children born after the date of this Will shall be treated as though they were named in this Paragraph.

1.B. **Trust Agreement.** The term “TRUST AGREEMENT” as used in this Will shall refer to that certain unrecorded trust instrument known as THE JONES LIVING TRUST, created by my husband and me concurrently herewith.

1.C. **Property.** I confirm to my husband PAUL his one-half interest in our jointly owned property, with or without the necessity of probate administration or other court order, at my husband’s discretion. It is my intention by this Will to dispose of my separate property (if any) and my interest in the property owned by my husband and me (other than any property held in joint tenancy with my husband at the time of my death).

**ARTICLE TWO**

FIDUCIARIES

2.A. **Executor.** My nomination for the Executor of my Will, to serve without bond being required, shall be the then-acting Trustee or Trustees of THE JONES LIVING TRUST. The term “my Executor” as used in this Will shall include any personal representative of my estate.

2.B. **Appointment of Special Executor.** If for any reason my Executor is unwilling or unable to act as Executor with respect to any provision of my Will or the administration of my estate, my Executor shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate within the meaning of §672(c) of the Internal Revenue Code (hereinafter referred to as “the Code”) to act as a substitute or special Executor for such purpose, and may revoke any such appointment at will. Each substitute or special Executor so acting shall exercise all administrative and fiduciary powers granted by my Will unless expressly limited by the

delegating Executor in the instrument appointing such substitute or special Executor. Any substitute or special Executor may resign at any time by delivering written notice to my Executor to that effect.

## **ARTICLE THREE**

### ***DISTRIBUTION OF ESTATE***

3.A. **Payment of Estate Expenses.** My Executor shall Pay from my estate, after consulting with the then-acting Trustee or Trustees of THE JONES LIVING TRUST, all debts which are due and enforceable against my estate, the expenses of my last illness, the expenses of my final disposition without regard to statutory limitation or the necessity of prior court approval, the expenses of administering my estate, and all death taxes and governmental charges imposed and made Payable under the laws of the United States or of any state or country by reason of my death. Such taxes shall include taxes imposed upon life insurance, endowment or annuity contracts upon my life, and upon all other property, whether Passing under my Will or otherwise; provided that the assets, if any, over which I hold any taxable power of appointment at my death shall bear the entire increment and the burden of death taxes and other governmental charges to the extent that the total of such taxes and charges is greater than would have been imposed and made Payable if I did not hold such a power of appointment, and to the extent required by law, I exercise such power of appointment in favor of the appropriate taxing authorities to discharge such taxes. Other than the above direction for the taxation of a power of appointment, the proration of taxes imposed upon my estate shall be in the manner directed in said trust.

If my residuary estate is insufficient for such Payments, in whole or in Part, or if, in the discretion of my Executor, all or a Part of such Payments from my estate would prejudice the best interests of my estate, then my Executor shall direct the then-acting Trustee or Trustees of said trust to Pay the appropriate amounts, either directly or to my Executor for such purposes.

3.B. **Interest in Retirement Plans.** I give my husband PAUL all of my interest, if any, in any qualified retirement plans (i.e., IRA, Keogh, 401k, Pension and/or Profit-Sharing Plans) of which he is the owner/Participant.

3.C. **Gift to Trust.** I give the remainder of my estate to the then-acting Trustee or Trustees of THE JONES LIVING TRUST, together with any additions or amendments thereto, to be added to the principal of that trust and to be held, administered and distributed under the Trust Agreement and any amendments to such Trust Agreement. I direct that such Trust Agreement shall not be administered under court supervision, control or accounting, and the Trustee shall not be required to give bond in such capacity.

3.D. **Alternate Disposition.** If the trust hereinabove referred to in Paragraph 1.B. of this Will is not in effect at my death, or if for any other reason the gift to said trust (as hereinabove set forth in Paragraph 3.C.) cannot be accomplished, I specifically and completely incorporate the terms of said trust into this Will by reference. In such a situation, I direct my Executor to establish a trust in accordance with the provisions of said trust and give the remainder of my estate, excluding any property over which I might have a power of appointment, to the Trustee of such trust.

## ARTICLE FOUR

### ESTATE ADMINISTRATION

4.A. **General Powers of Executor.** My Executor shall have all of the powers now or hereafter conferred on my Executor by Title 20 of the Pennsylvania Consolidated Statutes, and any powers enumerated elsewhere in this Will.

4.B. **Digital Assets.** My Executor shall have the power to access, manage, and control any and all forms of digital assets, accounts and rights in which I have an interest at my death;

4.C. **Power to Make Tax Elections.** To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on the amount of taxes that may be Payable, my Executor shall have the power to choose a valuation date for tax purposes; choose the methods to Pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; make such elections or allocations under the tax laws as the trustee of the trust hereinabove referenced in Paragraph 1.B. directs or, in the absence of such a direction, to the extent my executor deems advisable, without regard to the relative interests of the beneficiaries and without liability to any person; and, to disclaim all or any portion of any interest in property Passing at or after my death to my Estate or to a trust created by me or established for my benefit (including, but not limited to, any sub-trust established pursuant to the terms of the trust hereinabove referenced in Paragraph 1.B.).

4.D. **Power to Elect “Portability”.** In addition to the tax powers hereinabove set forth, my Executor is specifically authorized to elect, to the extent and in the manner authorized by §2010(c)(2) of the Code and any applicable regulations thereto, the allocation to PAUL of any unused portion of my “applicable exclusion amount” for federal estate tax purposes; it is my intent that my Executor shall affirmatively elect “portability” of the “deceased spousal unused exclusion amount” [as said term is defined in §2010(c)(4) of the Code] pursuant to §2010(c)(5)(A) of the Code.

4.E. **Court Supervision.** My Estate may be managed, administered, distributed, and settled without Court supervision to the maximum extent permissible by law.

## ARTICLE FIVE

### MISCELLANEOUS PROVISIONS

5.A. **No Contest Provision.** To the extent permitted under the laws of the Commonwealth of Pennsylvania, in the event any beneficiary under this Will shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Will shall be determined as it would have been determined had the person predeceased me without being survived by issue:

- (1) Directly contests, without probable cause, in any court the validity of my Will;

(2) Seeks to obtain adjudication in any proceeding in any court that my Will or any of its provisions are void;

(3) Seeks otherwise to set aside my Will or any of its dispositive provisions;

(4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from my Estate on the grounds that such property was not mine at the time of the transfer or at the time of my death (for purposes of this subparagraph, a contest shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property); and/or,

(5) Files a creditor's claim against my Estate or prosecutes an action against my Estate or this trust for any claim for damages or services alleged to have been incurred during my lifetime (for purposes of this subparagraph, a contest shall not include a creditor's claim filed by a beneficiary for reimbursement of administrative costs, expenses, funds advanced in preservation of our estate or sums advanced for Payment of our last illness or for funeral expense).

My Executor is hereby authorized to defend, at the expense of my Estate, any contest or other attack of any nature on my Estate, this Will or any of its provisions.

5.B. **Severability Clause.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

5.C. **Governing Law.** All questions concerning the validity and interpretation of this Will, shall be governed by the laws of the Commonwealth of Pennsylvania in effect at the time this Will is executed.

5.D. **Miscellaneous.**

(1) As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

(2) Article headings in this Will are inserted for convenience only, and are not to be considered in the construction of the provisions thereof.

IN WITNESS WHEREOF, I set my name to this instrument on this 3rd day of May, 2016.

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**MARTHA J JONES**

In our presence, MARTHA J JONES signed this instrument and declared it to be her Last Will and Testament and we at her request, in her presence and in the presence of each other, have signed it as witnesses.

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[signature – please print name under this line]

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[street address]

---

[city, state]

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[signature – please print name under this line]

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[street address]

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[city, state]





**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA        )  
  ) ss.  
COUNTY OF MONTGOMERY     )

We, \_\_\_\_\_ and \_\_\_\_\_, the witnesses whose names are signed to the attached or foregoing instrument, being duly qualified according to law, do depose and say that we were present and saw the testator sign and execute the instrument as her Last Will and Testament; that she signed willingly and that she executed it as her free and voluntary act for the purposes therein expressed; that each of us in the hearing and sight of the testator signed the Will as witnesses; and that to the best of our knowledge the testator was at the time 18 or more years of age, of sound mind and under no constraint or undue influence.

\_\_\_\_\_  
[signature – please print name under this line]

\_\_\_\_\_  
[signature – please print name under this line]

Sworn or affirmed to and acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, witnesses, this 3rd day of May, 2016.

\_\_\_\_\_  
**NOTARY PUBLIC**

## NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, OTHERWISE, IN YOUR BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POWER OF ATTORNEY.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 MD.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS POWER OF ATTORNEY THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

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**PAUL W JONES**, Principal

Dated: May 3, 2016

# **DURABLE POWER OF ATTORNEY FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS**

I, **PAUL W JONES**, of 34 Foley Street, Green Lane, Pennsylvania, as an individual and as co-Trustee of THE JONES LIVING TRUST, executed by my wife and me concurrently herewith, intend to create a Durable Power of Attorney (herein referred to as "this Power"). As long as my wife MARTHA J JONES is acting as my Agent, this Power is effective immediately upon its execution; however, if my wife fails to qualify or ceases to act, the powers granted to my successor Agents in Article II of this Power shall become effective only upon my incapacity as determined in accordance with Paragraph 2.E. of Article II of this Power. If, after being determined to be incapacitated, I should regain my capacity as determined in accordance with Paragraph 2.F. of Article II of this Power, the powers granted to my successor Agents in Article II of this Power shall cease. THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY AGENT ("ATTORNEY-IN-FACT") SHALL NOT TERMINATE IF I BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE. IT SHALL ALSO NOT BE AFFECTED BY LAPSE OF TIME.

I give my Agent, and my successor Agents, the powers specified in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

## **I. APPOINTMENT**

1.A. **Designation of Agent.** I hereby designate and appoint my wife, MARTHA J JONES, as my Attorney-in-Fact (hereinafter referred to in this power of attorney as "my Agent").

1.B. **Alternate Agents.** If my wife is not available or becomes ineligible to act, or if I revoke her appointment or authority to act, then I designate KEVIN G JONES (25 S. Cantor St, Towson, Md 19562) and WILLIAM G JONES (2841 West Loop, Las Vegas, NM ), or the survivor of them, as my co-Agent to jointly and individually have all of the powers hereinafter set forth. If both of the above-named Agents are not available or if both become ineligible to act, or if I revoke their appointment or authority to act, then I designate PETER E JONES (825 Dupont Pl, Collston, Md ) as my alternate Agent to have all of the powers hereinafter set forth. During such time as co-Agents are acting, only one signature shall be required.

## **II. POWERS**

2.A. **Enumerated Powers.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have for property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted:

(1) Real and Personal Property. To take any actions for the management or maintenance of any real or personal property in which I own an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire, sell, and convey ownership of property; control the manner in which property is managed, maintained, and used; change the form of title in which property is held (including creating or severing a "joint tenancy" with right of survivorship); satisfy and grant security interests and other encumbrances on property (including a "reverse mortgage"); obtain and make claims on insurance policies covering risks of loss or damage to property; accept or remove tenants; collect proceeds generated by property; ensure that any needed repairs are made to property; exercise rights of Participation in real estate syndicates or other real estate ventures; and, to make improvements to property.

(2) Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

(3) Stock and Bond Transactions. To buy, sell and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts and call and put options on stocks and stock indexes; to receive certificates and other evidences of ownership with respect to securities; to exercise voting rights with respect to securities in person or by proxy, and, to enter into voting trusts and consent to limitations on the right to vote.

(4) Financial Institutions. To take any actions in connection with any financial institution in which I have an account or an interest in an account when this Power is executed, or in which I later acquire an account or an interest in an account, including the power to continue, modify, or terminate existing accounts; create or terminate "joint tenancy" or "Pay on death" accounts; open new accounts; withdraw funds; draw, endorse, and deposit checks, drafts and other negotiable instruments (including, but not limited to, Social Security, government and insurance checks made Payable to me); apply for and receive credit cards and use and/or terminate existing credit cards in my name; prepare financial statements; borrow money; and, execute or release any security documents that may be needed in the exercise of the rights granted by this Power of Attorney, as well as the authority to conduct banking transactions as set forth in the laws of any State or foreign country. For the purposes of this Paragraph, the term "financial institution" includes, but is not limited to, banks, trust companies, savings banks, commercial banks, building and loan associations, savings and loan companies or associations, credit unions, industrial loan companies, thrift companies and brokerage firms or other financial institution selected by my Agent.

(5) Safe Deposit Boxes. To hire a safe deposit box or space in a vault; to have access at any time or times to any safe deposit box rented to me, wherever located, and to remove all or any Part of the contents thereof, and to surrender or relinquish any safe deposit box, and any institution in which any such safe deposit box may be located shall

not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

(6) Insurance and Annuities. To take any actions with respect to any insurance or annuity contracts in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire additional insurance coverage of any type or additional annuities; continue existing insurance or annuity contracts; agree to modifications in the terms of insurance or annuity contracts in which I have an interest; borrow against insurance or annuity contracts in which I have an interest, to the extent allowed under the contract terms; change beneficiaries under existing contracts and name beneficiaries under new contracts, including the power to designate my Agent as the beneficiary; and, receive dividends, proceeds, and other benefits generated by the contracts; transfer interests in insurance or annuity contracts to the extent permitted under the terms of those contracts.

(7) Beneficial Interests. To take any actions with respect to any probate estate, trust, conservatorship, guardianship, escrow, custodianship, or other fund/entity in which I have a beneficial interest when this Power is executed, or in which I later acquire an interest, including the power to accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or Payment from the fund/entity; demand or obtain by litigation or otherwise money or other things of value to which I am, may become, or claim to be entitled by reason of the fund/entity; initiate, Participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; initiate, Participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary; and, conserve, invest, disburse and use anything received for an authorized purpose.

(8) Digital Accounts, Assets and Rights. To take any actions in connection with any digital accounts, assets and/or rights in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to access, continue, modify, or terminate existing accounts; create or change any "Passwords" and/or "user identification profiles".

(9) Retirement Plans and Benefits. In connection with any pension, profit sharing or stock bonus plan, individual retirement account (IRA), Roth IRA, §403(b) annuity or account, §457 plan, or any other retirement plan, arrangement or annuity [including any plans that may be governed by the Employee Retirement Income Security Act of 1974 (ERISA)] in which I am a Participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is referred to in this document as a "Plan" or "such Plan"), my Agent shall have the following powers, in addition to all other applicable powers granted by this document:

- (a) To establish one or more Plans in my name;
- (b) To make contributions (including "rollover" contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf;

(c) To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any existing trust for my benefit or a trust created by my Agent for my benefit;

(d) To elect a form of Payment of benefits from such Plan, to withdraw benefits from such Plan, to make, exercise, waive or consent to any and all elections and/or options that I may have regarding contributions to, investments or administration of, distribution from, or benefits under, such Plan; and,

(e) To designate one or more beneficiaries or contingent beneficiaries for any benefits Payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my Agent, subject to the following limitation: My Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent would have otherwise received, unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change; the preceding limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.

(10) Claims and Litigation. To take any actions with respect to any claim that I may have or that has been asserted against me and with respect to any legal proceeding in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to institute, prosecute, and defend legal proceedings and claims on my behalf; file actions to determine adverse claims, seek preliminary, provisional, or intermediate relief on my behalf; apply for the enforcement or satisfaction of judgments that have been rendered in my favor; Participate fully in the development of claims and proceedings; submit any dispute in which I have an interest to arbitration; submit and accept settlement offers and Participate in settlement negotiations; handle all procedural aspects, such as service of process, filing of appeals, stipulations, verifications, waivers, and all other matters in any way affecting the process of any claim or litigation; and, satisfy judgments that have been rendered against me.

(11) Tax Matters. For any tax year for which the statute of limitations has not run and to the tax year in which this durable power of attorney was executed and any subsequent tax year, to file any and all documents and take all actions that are necessary or that my Agent believes to be desirable with respect to my local, state, or federal tax liability, including the power to Participate in audits; exercise my rights to protest and appeal assessments; Pay amounts due to the appropriate taxing authority; execute waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code §2032A, or any successor section thereto), closing agreements, and similar documents related to my tax liability; Participate in all procedural matters connected with my tax liability; and, exercise any elections that may be available to me under applicable state or federal tax laws or regulations.

(12) Personal and Family Maintenance. To conduct my personal affairs and to discharge any and all obligations I may owe to myself and to family members and other

third persons who are customarily or legally entitled to my support when this Power is executed, or that are undertaken thereafter, including the power to take steps to ensure that our customary standard of living is maintained; continue existing charge accounts, open new charge accounts, and make Payments thereon; provide for transportation; maintain correspondence; prepare, maintain, and preserve personal records and documents; and, maintain membership in any social, religious, or professional organization and make contributions thereto.

(13) Governmental Benefits. All powers described in this Paragraph are exercisable equally with respect to benefits from Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service, existing when this Power is executed or accruing thereafter, whether existing or accruing in the state or elsewhere. My Agent is appointed as my "Representative Payee" for the purpose of receiving Social Security benefits and may collect all benefits to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid, Medicare and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits Payable to me by an governmental agency and shall have the full power to sign, execute, deliver, process and acknowledge applications, documents, checks and such other instruments in writing, of every kind and nature, as may be necessary or proper to obtain and receive any benefits to which I or any of my dependents may be entitled through any governmental agency and to communicate on my behalf with any governmental agency from whom I am receiving or from whom I may be eligible to receive benefits.

(14) Resignation from Fiduciary Positions. To resign from any fiduciary position to which I have been or may be in the future named, appointed, nominated or elected, including by way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, attorney-in-fact, guardian, director or officer of a corporation, and to take whatever steps are necessary to accomplish such resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

(15) Business Interests. To conduct or Participatete in any lawful business of whatever nature for me and in my name; execute Partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and attorneys; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

(16) (17) Transfer to Trust. To transfer and convey to the Trustee or co-Trustees of the trust agreement hereinabove referenced any or all assets now or at any time or times hereafter standing in my name or representing my interest in assets owned jointly, commonly, or otherwise with any other person or persons, including, without limitation, real estate, ownership rights in insurance policies of all kinds, cash, checks (Particularly government and insurance checks), stocks, bonds, securities, and properties of all kinds; and pursuant to such purpose to terminate savings, checking, safekeeping, agency, investment advisory, and custody accounts in my name, alone or with others, at any bank



or broker, by directing that all or any Part of the balance therein, including all cash, stocks, bonds, and other securities and property, subject to any indebtedness secured thereby, be transferred and delivered to said Trustee or co-Trustees.

(18) Amending Power. As long as my wife is my Agent, she shall have the authority to act in my behalf for all purposes in amending that certain trust agreement hereinabove referenced.

(19) (20) (21) (22) Create an Irrevocable Trust. To create an irrevocable trust for my benefit wherein the beneficial interests at my death shall be the same as the dispositive provisions in the trust agreement hereinabove referenced in effect on the date such irrevocable trust is created , to name the Trustees and successor Trustees, and to fund such irrevocable trust with all or any assets of mine or other interests in property which are capable of being held in said irrevocable trust, including those assets which may then be held in the revocable trust agreement hereinabove referenced. This authority includes the power to create and fund an irrevocable trust which may qualify me for Medicaid. My Agent may serve as the Trustee of the irrevocable trust. My Agent shall have the power to withdraw income or principal on my behalf or for my benefit, and to exercise whatever trust powers or elections which I may exercise.

(23) (24) Gifts. If I have initialed below, to continue any Payments to a dependent person, the amount and extent of such support in my Agent's sole and absolute discretion; to make gifts, grants, or other transfers without consideration, of cash or other property, including the power to forgive indebtedness and consent to gift splitting under Internal Revenue Code §2513 or successor sections. The gifting powers granted under this Paragraph shall be exercised, if at all, in favor of my wife, my issue, any spouse of my issue and any other of my dependents, including my Agent. Any gifts made pursuant to this Paragraph shall not be future interests within the meaning of Internal Revenue Code §2503, and the aggregate amount of any gifts made in any one calendar year to any one individual shall not exceed the amount that may be made free of federal gift tax. The limitations in the preceding sentence shall not apply to any gifts which incur no federal gift tax, such as, for example, gifts that qualify for the unlimited federal gift tax marital deduction or charitable deduction.

Initials of Principal

\_\_\_\_\_

If I have initialed the Paragraph above, and if my Agent, in my Agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately Pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my Agent shall have the power: (i) to take any and all steps necessary, in my Agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to the beneficiaries of the trust agreement hereinabove referenced, including my Agent; and (iii)

to enter into a personal services contract for my benefit, including entering into such contract with my Agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.

**2.B. General Grant of Powers.** It is my intention by the granting of the foregoing powers to give my Agent the broadest possible powers to represent my interests and my estate in all aspects of any transactions or dealings involving me or my property. The only powers which my Agent shall not exercise with respect to me and my property are as follows:

- (1) To use my assets to satisfy any legal obligations of my Agent, including but not limited to the support of any dependents of my Agent; provided, however, that such dependents shall not include myself or those persons whom I am otherwise legally obligated to support;
- (2) To exercise any powers granted to the trustee pursuant to an irrevocable trust agreement of which my Agent is the Settlor and I am the trustee;
- (3) To exercise any incidents of ownership over any policy or policies of life insurance insuring the life of my Agent and of which I am the owner; and,
- (4) To make health care decisions.

Subject only to the limitations and prNJibitions set forth in the preceding Paragraph, and excepting those actions that conflict with or are limited by another provision in this Power, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions in this Power, to the extent that a principal can act through an agent.

**2.C. Incidental Powers.** In connection with the exercise of any of the powers described in the preceding Paragraphs, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that my Agent believes necessary, proper, or convenient, to the extent that I could take such actions myself, including the power to prepare, execute, and file all documents and maintain records; enter into contracts; hire, discharge, and Pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; execute, acknowledge, seal, and deliver any instrument.

**2.D. Inspection and Disclosure of Information Relating to My Physical or Mental Health.** My agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIMDA), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby 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, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any Mdst, present, or future medical or mental health condition. This authority given my agent shall supersede any other agreement which I may have

made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

2.E. **Determination of Incapacity.** For all purposes under this Power, I shall be deemed "incapacitated" if and so long as a court of competent jurisdiction has made a finding to that effect or a guardian or conservator of my person or estate duly appointed by a court of competent jurisdiction is serving, or upon certification by a physician (licensed to practice under the laws of the state of my residency) that I am unable to properly care for myself or for my person or property, which certification shall be made by such physician in a written declaration. A certified copy of the decree declaring incapacity or appointing a guardian or conservator, or the physician's certificate shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

2.F. **Capacity Regained.** After a determination of incapacity, I shall be deemed to have regained capacity by a finding of a court of competent jurisdiction to that effect, or when the guardianship or conservatorship for me has been judicially terminated, or upon certification by a physician (licensed to practice under the laws of the state of my residency) that I am properly caring for myself or am able to manage my person or property, which certification shall be made by such physician in a written declaration. A certified copy of the decree declaring my regained capacity or terminating the guardianship or conservatorship, or the physician's certificate, shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

### III. AMPLIFYING PROVISIONS

3.A. **Reimbursement for Costs and Expenses.** My Agent shall be entitled to reimbursement from my property for expenditures properly made in the execution of the powers conferred by me in this Power. My Agent shall keep records of any such expenditures and reimbursement.

3.B. **No Compensation.** My Agent shall not be entitled to compensation for the services rendered in the execution of any of the powers conferred by me in this Power.

3.C. **Reliance by Third Parties.** To induce third Parties to rely upon the provisions of this Power, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described herein. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third Party who acts in reliance upon this Power for damages or liability incurred as a result of that reliance. My Agent is authorized, at the expense of my estate, to seek interpretation and/or enforcement of any power granted to my Agent under this document from a court of competent jurisdiction. My Agent may seek any appropriate legal remedy including, but not limited to, declaratory judgments, temporary or permanent injunctions, and actual or punitive damages against any person or entity who unreasonably, negligently or willfully fails or refuses to follow my Agent's instructions with respect to a power granted to my Agent under this document.

3.D. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this Power. All instruments of any sort entered into in any manner by my Agent shall bind me, my estate, my heirs, successors, and assigns.

3.E. **Exculpation.** My Agent shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but shall be liable for the breach of a duty committed dishonestly, with improper motive, or with reckless indifference to the purposes of this Power or my best interests.

3.F. **Revocation and Amendment.** I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in fact in place of the Agent herein named. Amendments to this document shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

#### IV. GENERAL PROVISIONS

4.A. **Nomination of Guardian.** If proceedings are initiated for the appointment of a guardian of my estate, I hereby nominate my Agent as such guardian and who shall serve without bond being required.

4.B. **Photocopies.** Persons dealing with my Agent may rely fully on a photocopy of this Power.

4.C. **Severability.** If any of the provisions of this Power are found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

4.D. **Governing Law.** All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

4.E. **Understanding of Document.** I understand that this Power is an important legal document: (1) this document provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property; (2) the powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this Power, and they will continue to exist notwithstanding my subsequent disability or incapacity; and (3) I have the right to revoke or terminate this Power at any time.

IN WITNESS WHEREOF, I, PAUL W JONES, the principal, sign my name to this instrument on this 3rd day of May, 2016, and do hereby affirm to the below-named witnesses that I sign and execute this document as my Power of Attorney, that I am aware of the nature of the document, that I execute it as my free and voluntary act for the purposes expressed herein and that I am of sound mind and free from duress or undue influence.

\_\_\_\_\_  
**PAUL W JONES**, Principal

34 Foley Street  
Southampton, Pennsylvania

The principal has affirmed to me that this document is his Power of Attorney and that he is aware of the nature of the instrument, and that he has freely and voluntarily signed it, and that to the best of my knowledge he is of sound mind and is free from duress at the time of signing. At the time of such signing, I am of legal age, I did not sign this document on behalf of the principal, I am not an agent designated in this document, nor am I the notary public or other person authorized by law to take acknowledgements before whom this document is acknowledged.

Dated: May \_\_\_\_, 2016.

\_\_\_\_\_  
[signature – please print name under this line]

\_\_\_\_\_  
[street address]

\_\_\_\_\_  
[city, state]

\_\_\_\_\_  
[signature – please print name under this line]

\_\_\_\_\_  
[street address]

\_\_\_\_\_  
[city, state]

COMMONWEALTH OF PENNSYLVANIA )

) ss.

COUNTY OF MONTGOMERY )

On this \_\_\_\_ day of May, 2016, before me, the undersigned officer, personally appeared PAUL W JONES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## **ACKNOWLEDGMENT BY AGENT**

I, the undersigned, have read the attached power of attorney and am the person identified the agent for the principal. I hereby acknowledge that when I act as agent:

I shall act in accordance with the principal's reasonable expectations to the extent actually known by me and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.

Dated: May 3, 2016.

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**MARTHA J JONES**, Agent

## NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, OTHERWISE, IN YOUR BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POWER OF ATTORNEY.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 MD.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS POWER OF ATTORNEY THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

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**MARTHA J JONES**, Principal

Dated: May 3, 2016

# **DURABLE POWER OF ATTORNEY FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS**

I, **MARTHA J JONES**, of 34 Foley Street, Green Lane, Pennsylvania, as an individual and as co-Trustee of THE JONES LIVING TRUST, executed by my husband and me concurrently herewith, intend to create a Durable Power of Attorney (herein referred to as “this Power”). As long as my husband PAUL W JONES is acting as my Agent, this Power is effective immediately upon its execution; however, if my husband fails to qualify or ceases to act, the powers granted to my successor Agents in Article II of this Power shall become effective only upon my incapacity as determined in accordance with Paragraph 2.E. of Article II of this Power. If, after being determined to be incapacitated, I should regain my capacity as determined in accordance with Paragraph 2.F. of Article II of this Power, the powers granted to my successor Agents in Article II of this Power shall cease. THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY AGENT (“ATTORNEY-IN-FACT”) SHALL NOT TERMINATE IF I BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE. IT SHALL ALSO NOT BE AFFECTED BY LAPSE OF TIME.

I give my Agent, and my successor Agents, the powers specified in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

## **I. APPOINTMENT**

1.A. **Designation of Agent.** I hereby designate and appoint my husband, PAUL W JONES, as my Attorney-in-Fact (hereinafter referred to in this power of attorney as “my Agent”).

1.B. **Alternate Agents.** If my husband is not available or becomes ineligible to act, or if I revoke his appointment or authority to act, then I designate KEVIN G JONES (25 S. Cantor St, Towson, Md ) and WILLIAM G JONES (2841 West Island Loop SE, Las Vegas, NM ), or the survivor of them, as my co-Agent to jointly and individually have all of the powers hereinafter set forth. If both of the above-named Agents are not available or if both become ineligible to act, or if I revoke their appointment or authority to act, then I designate PETER E JONES (825 Dupont Pl, College, Md ) as my alternate Agent to have all of the powers hereinafter set forth. During such time as co-Agents are acting, only one signature shall be required.

## **II. POWERS**

2.A. **Enumerated Powers.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have for property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted:



(1) Real and Personal Property. To take any actions for the management or maintenance of any real or personal property in which I own an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire, sell, and convey ownership of property; control the manner in which property is managed, maintained, and used; change the form of title in which property is held (including creating or severing a "joint tenancy" with right of survivorship); satisfy and grant security interests and other encumbrances on property (including a "reverse mortgage"); obtain and make claims on insurance policies covering risks of loss or damage to property; accept or remove tenants; collect proceeds generated by property; ensure that any needed repairs are made to property; exercise rights of Participation in real estate syndicates or other real estate ventures; and, to make improvements to property.

(2) Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

(3) Stock and Bond Transactions. To buy, sell and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts and call and put options on stocks and stock indexes; to receive certificates and other evidences of ownership with respect to securities; to exercise voting rights with respect to securities in person or by proxy, and, to enter into voting trusts and consent to limitations on the right to vote.

(4) Financial Institutions. To take any actions in connection with any financial institution in which I have an account or an interest in an account when this Power is executed, or in which I later acquire an account or an interest in an account, including the power to continue, modify, or terminate existing accounts; create or terminate "joint tenancy" or "Pay on death" accounts; open new accounts; withdraw funds; draw, endorse, and deposit checks, drafts and other negotiable instruments (including, but not limited to, Social Security, government and insurance checks made Payable to me); apply for and receive credit cards and use and/or terminate existing credit cards in my name; prepare financial statements; borrow money; and, execute or release any security documents that may be needed in the exercise of the rights granted by this Power of Attorney, as well as the authority to conduct banking transactions as set forth in the laws of any State or foreign country. For the purposes of this Paragraph, the term "financial institution" includes, but is not limited to, banks, trust, savings banks, commercial banks, building and loan associations, savings and loan companies or associations, credit unions, industrial loan companies, thrift companies and brokerage firms or other financial institution selected by my Agent.

(5) Safe Deposit Boxes. To hire a safe deposit box or space in a vault; to have access at any time or times to any safe deposit box rented to me, wherever located, and to remove all or any Part of the contents thereof, and to surrender or relinquish any safe deposit box, and any institution in which any such safe deposit box may be located shall

not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

(6) Insurance and Annuities. To take any actions with respect to any insurance or annuity contracts in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire additional insurance coverage of any type or additional annuities; continue existing insurance or annuity contracts; agree to modifications in the terms of insurance or annuity contracts in which I have an interest; borrow against insurance or annuity contracts in which I have an interest, to the extent allowed under the contract terms; change beneficiaries under existing contracts and name beneficiaries under new contracts, including the power to designate my Agent as the beneficiary; and, receive dividends, proceeds, and other benefits generated by the contracts; transfer interests in insurance or annuity contracts to the extent permitted under the terms of those contracts.

(7) Beneficial Interests. To take any actions with respect to any probate estate, trust, conservatorship, guardianship, escrow, custodianship, or other fund/entity in which I have a beneficial interest when this Power is executed, or in which I later acquire an interest, including the power to accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or Payment from the fund/entity; demand or obtain by litigation or otherwise money or other things of value to which I am, may become, or claim to be entitled by reason of the fund/entity; initiate, Participatete in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; initiate, Participatete in, and oppose litigation to remove, substitute, or surcharge a fiduciary; and, conserve, invest, disburse and use anything received for an authorized purpose.

(8) Digital Accounts, Assets and Rights. To take any actions in connection with any digital accounts, assets and/or rights in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to access, continue, modify, or terminate existing accounts; create or change any "Passwords" and/or "user identification profiles".

(9) Retirement Plans and Benefits. In connection with any pension, profit sharing or stock bonus plan, individual retirement account (IRA), Roth IRA, §403(b) annuity or account, §457 plan, or any other retirement plan, arrangement or annuity [including any plans that may be governed by the Employee Retirement Income Security Act of 1974 (ERISA)] in which I am a Participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is referred to in this document as a "Plan" or "such Plan"), my Agent shall have the following powers, in addition to all other applicable powers granted by this document:

- (a) To establish one or more Plans in my name;
- (b) To make contributions (including "rollover" contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf;

(c) To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any existing trust for my benefit or a trust created by my Agent for my benefit;

(d) To elect a form of Payment of benefits from such Plan, to withdraw benefits from such Plan, to make, exercise, waive or consent to any and all elections and/or options that I may have regarding contributions to, investments or administration of, distribution from, or benefits under, such Plan; and,

(e) To designate one or more beneficiaries or contingent beneficiaries for any benefits Payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my Agent, subject to the following limitation: My Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent would have otherwise received, unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change; the preceding limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.

(10) Claims and Litigation. To take any actions with respect to any claim that I may have or that has been asserted against me and with respect to any legal proceeding in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to institute, prosecute, and defend legal proceedings and claims on my behalf; file actions to determine adverse claims, seek preliminary, provisional, or intermediate relief on my behalf; apply for the enforcement or satisfaction of judgments that have been rendered in my favor; fully in the development of claims and proceedings; submit any dispute in which I have an interest to arbitration; submit and accept settlement offers and Participate in settlement negotiations; handle all procedural aspects, such as service of process, filing of appeals, stipulations, verifications, waivers, and all other matters in any way affecting the process of any claim or litigation; and, satisfy judgments that have been rendered against me.

(11) Tax Matters. For any tax year for which the statute of limitations has not run and to the tax year in which this durable power of attorney was executed and any subsequent tax year, to prepare and file any and all documents and take all actions that are necessary or that my Agent believes to be desirable with respect to my local, state, or federal tax liability, including the power to Participate in audits; exercise my rights to protest and appeal assessments; Pay amounts due to the appropriate taxing authority; execute waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code §2032A, or any successor section thereto), closing agreements, and similar documents related to my tax liability; Participate in all procedural matters connected with my tax liability; and, exercise any elections that may be available to me under applicable state or federal tax laws or regulations.

(12) Personal and Family Maintenance. To conduct my personal affairs and to discharge any and all obligations I may owe to myself and to family members and other

third persons who are customarily or legally entitled to my support when this Power is executed, or that are undertaken thereafter, including the power to take steps to ensure that our customary standard of living is maintained; continue existing charge accounts, open new charge accounts, and make Payments thereon; provide for transportation; maintain correspondence; prepare, maintain, and preserve personal records and documents; and, maintain membership in any social, religious, or professional organization and make contributions thereto.

(13) Governmental Benefits. All powers described in this Paragraph are exercisable equally with respect to benefits from Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service, existing when this Power is executed or accruing thereafter, whether existing or accruing in the state or elsewhere. My Agent is appointed as my "Representative Payee" for the purpose of receiving Social Security benefits and may collect all benefits to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid, Medicare and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits Payable to me by an governmental agency and shall have the full power to sign, execute, deliver, process and acknowledge applications, documents, checks and such other instruments in writing, of every kind and nature, as may be necessary or proper to obtain and receive any benefits to which I or any of my dependents may be entitled through any governmental agency and to communicate on my behalf with any governmental agency from whom I am receiving or from whom I may be eligible to receive benefits.

(14) Resignation from Fiduciary Positions. To resign from any fiduciary position to which I have been or may be in the future named, appointed, nominated or elected, including by way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, attorney-in-fact, guardian, director or officer of a corporation, and to take whatever steps are necessary to accomplish such resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

(15) Business Interests. To conduct or Participatete in any lawful business of whatever nature for me and in my name; execute Partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and attorneys; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

(16) (17) Transfer to Trust. To transfer and convey to the Trustee or co-Trustees of the trust agreement hereinabove referenced any or all assets now or at any time or times hereafter standing in my name or representing my interest in assets owned jointly, commonly, or otherwise with any other person or persons, including, without limitation, real estate, ownership rights in insurance policies of all kinds, cash, checks (Particularly government and insurance checks), stocks, bonds, securities, and properties of all kinds; and pursuant to such purpose to terminate savings, checking, safekeeping, agency, investment advisory, and custody accounts in my name, alone or with others, at any bank

or broker, by directing that all or any Part of the balance therein, including all cash, stocks, bonds, and other securities and property, subject to any indebtedness secured thereby, be transferred and delivered to said Trustee or co-Trustees.

(18) Amending Power. As long as my husband is my Agent, he shall have the authority to act in my behalf for all purposes in amending that certain trust agreement hereinabove referenced.

(19) Create an Irrevocable Trust. To create an irrevocable trust for my benefit wherein the beneficial interests at my death shall be the same as the dispositive provisions in the trust agreement hereinabove referenced in effect on the date such irrevocable trust is created, to name the Trustees and successor Trustees, and to fund such irrevocable trust with all or any assets of mine or other interests in property which are capable of being held in said irrevocable trust, including those assets which may then be held in the revocable trust agreement hereinabove referenced. This authority includes the power to create and fund an irrevocable trust which may qualify me for Medicaid. My Agent may serve as the Trustee of the irrevocable trust. My Agent shall have the power to withdraw income or principal on my behalf or for my benefit, and to exercise whatever trust powers or elections which I may exercise.

(20) Gifts. If I have initialed below, to continue any Payments to a dependent person, the amount and extent of such support in my Agent's sole and absolute discretion; to make gifts, grants, or other transfers without consideration, of cash or other property, including the power to forgive indebtedness and consent to gift splitting under Internal Revenue Code §2513 or successor sections. The gifting powers granted under this Paragraph shall be exercised, if at all, in favor of my husband, my issue, any spouse of my issue and any other of my dependents, including my Agent. Any gifts made pursuant to this Paragraph shall not be future interests within the meaning of Internal Revenue Code §2503, and the aggregate amount of any gifts made in any one calendar year to any one individual shall not exceed the amount that may be made free of federal gift tax. The limitations in the preceding sentence shall not apply to any gifts which incur no federal gift tax, such as, for example, gifts that qualify for the unlimited federal gift tax marital deduction or charitable deduction.

Initials of Principal

\_\_\_\_\_

If I have initialed the Paragraph above, and if my Agent, in my Agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately Pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my Agent shall have the power: (i) to take any and all steps necessary, in my Agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to the beneficiaries of the trust agreement hereinabove referenced, including my Agent; and (iii)

to enter into a personal services contract for my benefit, including entering into such contract with my Agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.

**2.B. General Grant of Powers.** It is my intention by the granting of the foregoing powers to give my Agent the broadest possible powers to represent my interests and my estate in all aspects of any transactions or dealings involving me or my property. The only powers which my Agent shall not exercise with respect to me and my property are as follows:

- (1) To use my assets to satisfy any legal obligations of my Agent, including but not limited to the support of any dependents of my Agent; provided, however, that such dependents shall not include myself or those persons whom I am otherwise legally obligated to support;
- (2) To exercise any powers granted to the trustee pursuant to an irrevocable trust agreement of which my Agent is the Settlor and I am the trustee;
- (3) To exercise any incidents of ownership over any policy or policies of life insurance insuring the life of my Agent and of which I am the owner; and,
- (4) To make health care decisions.

Subject only to the limitations and prNJibitions set forth in the preceding Paragraph, and excepting those actions that conflict with or are limited by another provision in this Power, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions in this Power, to the extent that a principal can act through an agent.

**2.C. Incidental Powers.** In connection with the exercise of any of the powers described in the preceding Paragraphs, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that my Agent believes necessary, proper, or convenient, to the extent that I could take such actions myself, including the power to prepare, execute, and file all documents and maintain records; enter into contracts; hire, discharge, and Pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; execute, acknowledge, seal, and deliver any instrument.

**2.D. Inspection and Disclosure of Information Relating to My Physical or Mental Health.** My agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIMDA), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby 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, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any Mdst, present, or future medical or mental health condition. This authority given my agent shall supersede any other agreement which I may have

made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

2.E. **Determination of Incapacity.** For all purposes under this Power, I shall be deemed "incapacitated" if and so long as a court of competent jurisdiction has made a finding to that effect or a guardian or conservator of my person or estate duly appointed by a court of competent jurisdiction is serving, or upon certification by a physician (licensed to practice under the laws of the state of my residency) that I am unable to properly care for myself or for my person or property, which certification shall be made by such physician in a written declaration. A certified copy of the decree declaring incapacity or appointing a guardian or conservator, or the physician's certificate shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

2.F. **Capacity Regained.** After a determination of incapacity, I shall be deemed to have regained capacity by a finding of a court of competent jurisdiction to that effect, or when the guardianship or conservatorship for me has been judicially terminated, or upon certification by a physician (licensed to practice under the laws of the state of my residency) that I am capable of properly caring for myself or am able to manage my person or property, which certification shall be made by such physician in a written declaration. A certified copy of the decree declaring my regained capacity or terminating the guardianship or conservatorship, or the physician's certificate, shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

### III. AMPLIFYING PROVISIONS

3.A. **Reimbursement for Costs and Expenses.** My Agent shall be entitled to reimbursement from my property for expenditures properly made in the execution of the powers conferred by me in this Power. My Agent shall keep records of any such expenditures and reimbursement.

3.B. **No Compensation.** My Agent shall not be entitled to compensation for the services rendered in the execution of any of the powers conferred by me in this Power.

3.C. **Reliance by Third Parties.** To induce third Parties to rely upon the provisions of this Power, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described herein. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third Party who acts in reliance upon this Power for damages or liability incurred as a result of that reliance. My Agent is authorized, at the expense of my estate, to seek interpretation and/or enforcement of any power granted to my Agent under this document from a court of competent jurisdiction. My Agent may seek any appropriate legal remedy including, but not limited to, declaratory judgments, temporary or permanent injunctions, and actual or punitive damages against any person or entity who unreasonably, negligently or willfully fails or refuses to follow my Agent's instructions with respect to a power granted to my Agent under this document.

3.D. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this Power. All instruments of any sort entered into in any manner by my Agent shall bind me, my estate, my heirs, successors, and assigns.

3.E. **Exculpation.** My Agent shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but shall be liable for the breach of a duty committed dishonestly, with improper motive, or with reckless indifference to the purposes of this Power or my best interests.

3.F. **Revocation and Amendment.** I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in fact in place of the Agent herein named. Amendments to this document shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

#### IV. GENERAL PROVISIONS

4.A. **Nomination of Guardian.** If proceedings are initiated for the appointment of a guardian of my estate, I hereby nominate my Agent as such guardian and who shall serve without bond being required.

4.B. **Photocopies.** Persons dealing with my Agent may rely fully on a photocopy of this Power.

4.C. **Severability.** If any of the provisions of this Power are found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

4.D. **Governing Law.** All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

4.E. **Understanding of Document.** I understand that this Power is an important legal document: (1) this document provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property; (2) the powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this Power, and they will continue to exist notwithstanding my subsequent disability or incapacity; and (3) I have the right to revoke or terminate this Power at any time.

IN WITNESS WHEREOF, I, MARTHA J JONES, the principal, sign my name to this instrument on this 3rd day of May, 2016, and do hereby affirm to the below-named witnesses that I sign and execute this document as my Power of Attorney, that I am aware of the nature of the document, that I execute it as my free and voluntary act for the purposes expressed herein and that I am of sound mind and free from duress or undue influence.





## **ACKNOWLEDGMENT BY AGENT**

I, the undersigned, have read the attached power of attorney and am the person identified the agent for the principal. I hereby acknowledge that when I act as agent:

I shall act in accordance with the principal's reasonable expectations to the extent actually known by me and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.

Dated: May 3, 2016.

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**PAUL W JONES**, Agent

# **DURABLE HEALTH CARE POWER OF ATTORNEY AND HEALTH CARE TREATMENT INSTRUCTIONS ("LIVING WILL")**

## **PART I INTRODUCTORY REMARKS ON HEALTH CARE DECISION MAKING**

You have the right to decide the type of health care you want. Should you become unable to understand, make, or communicate decisions about medical care, your wishes for medical treatment are most likely to be followed if you express those wishes in advance by:

- (1)naming a health care agent to decide treatment for you; and
- (2)giving health care treatment instructions to your health care agent or health care provider.

An advance health care directive is a written set of instructions expressing your wishes for medical treatment. It may contain a health care power of attorney, where you name a person called a "health care agent" to decide treatment for you, and a living will, where you tell your health care agent and health care providers your choices regarding the initiation, continuation, withholding, or withdrawal of life-sustaining treatment and other specific instructions.

You may limit your health care agent's involvement in deciding your medical treatment so that your health care agent will speak for you only when you are unable to speak for yourself or you may give your health care agent the power to speak for you immediately. **THIS COMBINED FORM GIVES YOUR HEALTH CARE AGENT THE POWER TO SPEAK FOR YOU ONLY WHEN YOU ARE UNABLE TO SPEAK FOR YOURSELF.**

A living will cannot be followed unless your attending physician determines that you lack the ability to understand, make, and communicate health care decisions for yourself and you are either permanently unconscious or you have an end-stage medical condition, which is a condition that will result in death despite the introduction or continuation of medical treatment. You, and not your health care agent, remain responsible for the cost of your medical care.

If you do not write down your wishes about your health care in advance, and if later you become unable to understand, make, or communicate these decisions, those wishes may not be honored because they may remain unknown to others.

A health care provider who refuses to honor your wishes about health care must tell you of its refusal and help to transfer you to a health care provider who will honor your wishes.

You should give a copy of your advance health care directive (a living will, health care power of attorney or a document containing both) to your health care agent, your physicians, family members, and others whom you expect would likely attend to your needs if you become unable to understand, make, or communicate decisions about medical care.

If your health care wishes change, tell your physician and write a new advance health care directive to replace your old one. It is important in selecting a health care agent that you choose a person you trust who is likely to be available in a medical situation where you cannot make decisions for yourself. You should inform that person that you have appointed him or her as your health care agent and discuss your beliefs and values with him or her so that your health care agent will understand your health care objectives.

You may wish to consult with knowledgeable, trusted individuals such as family members, your physician, or clergy when considering an expression of your values and health care wishes. You are free to create your own advance health care directive to convey your wishes regarding medical treatment.

The following form is an example of an advance health care directive that combines a health care power of attorney with a living will.

### NOTES ABOUT THE USE OF THIS FORM

If you decide to use this form or create your own advance health care directive, you should consult with your physician and your attorney to make sure that your wishes are clearly expressed and comply with the law.

If you decide to use this form but disagree with any of its statements, you may cross out those statements. You may add comments to this form or use your own form to help your physician or health care agent decide your medical care.

This form is designed to give your health care agent broad powers to make health care decisions for you whenever you cannot make them for yourself. It is also designed to express a desire to limit or authorize care if you have an end-stage medical condition or are permanently unconscious.

If you do not desire to give your health care agent broad powers, or you do not wish to limit your care if you have an end-stage medical condition or are permanently unconscious, you may wish to use a different form or create your own. You should also use a different form if you wish to express your preferences in more detail than this form allows or if you wish for your health care agent to be able to speak for you immediately. In these situations, it is particularly important that you consult with your attorney and physician to make sure that your wishes are clearly expressed.

This form allows you to tell your health care agent your goals if you have an end-stage medical condition or other extreme and irreversible medical condition, such as advanced Alzheimer's disease. Do you want medical care applied aggressively in these situations or would you consider such aggressive medical care burdensome and undesirable?

You may choose whether you want your health care agent to be bound by your instructions or whether you want your health care agent to be able to decide at the time what course of treatment the health care agent thinks most fully reflects your wishes and values.

Pennsylvania law protects your health care agent and health care providers from any legal liability for following in good faith your wishes as expressed in the form or by your health care agent's direction. It does not otherwise change professional standards or excuse negligence in the way your wishes are carried out. If you have any questions about the law, consult an attorney for guidance.

This form and explanation is not intended to take the place of specific legal or medical advice for which you should rely upon your own attorney and physician.

## **PART II**

# **DURABLE HEALTH CARE POWER OF ATTORNEY**

I, **PAUL W JONES**, of 34 Foley Street, Green Lane, Pennsylvania, appoint the person named below to be my health care agent to make health and personal care decisions for me.

Effective immediately and continuously until my death or revocation by a writing signed by me or someone authorized to make health care treatment decisions for me, I authorize all health care providers or other covered entities to disclose to my health care agent, upon my agent's request, any information, oral or written, regarding my physical or mental health, including, but not limited to, medical and hospital records and what is otherwise private, privileged, protected or personal health information, such as health information as defined and described in the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, 110 Stat. 1936), the regulations promulgated thereunder and any other State or local laws and rules. Information disclosed by a health care provider or other covered entity may be re-disclosed and may no longer be subject to the privacy rules provided by 45 C.F.R. Pt. 164.

The remainder of this document will take effect when and only when I lack the ability to understand, make or communicate a choice regarding a health or personal care decision as verified by my attending physician. My health care agent may not delegate the authority to make decisions.

MY HEALTH CARE AGENT HAS ALL OF THE FOLLOWING POWERS SUBJECT TO THE HEALTH CARE TREATMENT INSTRUCTIONS THAT FOLLOW IN PART III (Cross out any powers you do not want to give your health care agent):

1. To authorize, withhold or withdraw medical care and surgical procedures.
2. To authorize, withhold or withdraw nutrition (food) or hydration (water) medically supplied by tube through my nose, stomach, intestines, arteries or veins.
3. To authorize my admission to or discharge from a medical, nursing, residential or similar facility and to make agreements for my care and health insurance for my care, including hospice and/or palliative care.
4. To hire and fire medical, social service and other support personnel responsible for my care.
5. To take any legal action necessary to do what I have directed.
6. To request that a physician responsible for my care issue a do-not-resuscitate (DNR) order, including an out-of-hospital DNR order, and sign any required documents and consents.

## **APPOINTMENT OF HEALTH CARE AGENT**

I hereby appoint my wife MARTHA J JONES as my Agent to make medical treatment decisions for me as authorized in this document.

IF YOU DO NOT NAME A HEALTH CARE AGENT, HEALTH CARE PROVIDERS WILL ASK YOUR FAMILY OR AN ADULT WHO KNOWS YOUR PREFERENCES AND VALUES FOR HELP IN DETERMINING YOUR WISHES FOR TREATMENT.

NOTE THAT YOU MAY NOT APPOINT YOUR DOCTOR OR OTHER HEALTH CARE PROVIDER AS YOUR HEALTH CARE AGENT, UNLESS RELATED TO YOU BY BLOOD, MARRIAGE OR ADOPTION.

If my wife is not available or becomes ineligible to act as my Agent, or if an action for divorce is filed by either of us after the date of this document, or if I revoke her appointment or authority to act, then I designate the following persons to serve as my Agent to make medical treatment decisions for me as authorized in this document, such persons to serve in the order listed below:

First Alternate Agent: KEVIN G JONES  
25 S. Cantor St, Towson, Md

Second Alternate Agent: WILLIAM G JONES  
2841 West Island Loop SE, Las Vegas, NM

Third Alternate Agent: PETER E JONES  
825 Dewees Pl, Collegeville, Md

Fourth Alternate Agent: THOMAS G JONES  
1868 Village Ln., Piqua, NJ

## GUIDANCE FOR HEALTH CARE AGENT (OPTIONAL)

### GOALS

If I have an end-stage medical condition or other extreme irreversible medical condition, my goals in making medical decisions are as follows: (insert your personal priorities such as comfort, care, preservation of mental function, etc.)

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### SEVERE BRAIN DAMAGE OR BRAIN DISEASE

If I should suffer from severe and irreversible brain damage or brain disease with no realistic hope of significant recovery, I would consider such a condition intolerable and the application of aggressive medical care to be burdensome. I therefore request that my health care agent respond to any intervening (other and separate) life-threatening conditions in the same manner as directed for an end-stage medical condition or state of permanent unconsciousness as I have indicated below.

I agree \_\_\_\_\_ I disagree \_\_\_\_\_  
(initials) (initials)

### PART III

## HEALTH CARE TREATMENT INSTRUCTIONS IN THE EVENT OF END-STAGE MEDICAL CONDITION OR PERMANENT UNCONSCIOUSNESS (“LIVING WILL”)

The following health care treatment instructions exercise my right to make my own health care decisions. These instructions are intended to provide clear and convincing evidence of my wishes to be followed when I lack the capacity to understand, make, or communicate my treatment decisions:

If I have an end-stage medical condition (which will result in my death, despite the introduction or continuation of medical treatment) or am permanently unconscious such as in an irreversible coma or irreversible vegetative state and there is no realistic hope of significant recovery, all of the following apply: (cross out any treatment instructions with which you do not agree)

1. I direct that I be given health care treatment to relieve pain or provide comfort even if such treatment might shorten my life, suppress my appetite or my breathing, or be habit forming.
2. I direct that all life prolonging procedures be withheld or withdrawn.

3. I specifically do not want any of the following as life prolonging procedures: (If you wish to receive any of these treatments, write "I do want" after the treatment)

- ♣ heart-lung resuscitation (CPR) \_\_\_\_\_
- ♣ mechanical ventilator (breathing machine) \_\_\_\_\_
- ♣ dialysis (kidney machine) \_\_\_\_\_
- ♣ surgery \_\_\_\_\_
- ♣ chemotherapy radiation treatment \_\_\_\_\_
- ♣ antibiotics \_\_\_\_\_

Please indicate whether you want nutrition (food) or hydration (water) medically supplied by a tube into your nose, stomach, intestine, arteries, or veins if you have an end-stage medical condition or are permanently unconscious and there is no realistic hope of significant recovery.

(Initial only one statement.)

#### TUBE FEEDINGS

\_\_\_\_\_ I want tube feedings to be given.

OR

#### NO TUBE FEEDINGS

\_\_\_\_\_ I do not want tube feedings to be given.

### HEALTH CARE AGENT'S USE OF INSTRUCTIONS

(Initial only one statement.)

\_\_\_\_\_ My health care agent must follow these instructions.

OR

\_\_\_\_\_ These instructions are only guidance. My health care agent shall have final say and may override any of my instructions. (Indicate any exceptions)

If I did not appoint a health care agent, these instructions shall be followed.

### LEGAL PROTECTION

Pennsylvania law protects my health care agent and health care providers from any legal liability for their good faith actions in following my wishes as expressed in this form or in complying with my health care agent's direction. On behalf of myself, my executors and heirs, I further hold my health care agent and my health care providers harmless and indemnify them against any claim for their good faith actions in recognizing my health care agent's authority or in following my treatment instructions.



# ORGAN DONATION

(Initial only one statement.)

\_\_\_\_\_ I consent to donate my organs and tissues at the time of my death for the purpose of transplant, medical study or education. (Insert any limitations you desire on donation of specific organs or tissues or uses for donation of organs and tissues.)

OR

\_\_\_\_\_ I do not consent to donate my organs or tissues at the time of my death.

Having carefully read this document, I have signed it this 3rd day of May, 2016, revoking all previous health care powers of attorney and health care treatment instructions.

\_\_\_\_\_  
**PAUL W JONES**

Two witnesses at least 18 years of age are required by Pennsylvania law and should witness your signature in each other's presence. A person who signs this document on behalf of and at the direction of a principal may not be a witness. (It is preferable if the witnesses are not your heirs, nor your creditors, nor employed by any of your health care providers.)

\_\_\_\_\_  
[signature – please print name under this line]

\_\_\_\_\_  
[street address]

\_\_\_\_\_  
[city, state]

\_\_\_\_\_  
[signature – please print name under this line]

\_\_\_\_\_  
[street address]

\_\_\_\_\_  
[city, state]

# **DURABLE HEALTH CARE POWER OF ATTORNEY AND HEALTH CARE TREATMENT INSTRUCTIONS ("LIVING WILL")**

## **PART I INTRODUCTORY REMARKS ON HEALTH CARE DECISION MAKING**

You have the right to decide the type of health care you want. Should you become unable to understand, make, or communicate decisions about medical care, your wishes for medical treatment are most likely to be followed if you express those wishes in advance by:

- (1)naming a health care agent to decide treatment for you; and
- (2)giving health care treatment instructions to your health care agent or health care provider.

An advance health care directive is a written set of instructions expressing your wishes for medical treatment. It may contain a health care power of attorney, where you name a person called a "health care agent" to decide treatment for you, and a living will, where you tell your health care agent and health care providers your choices regarding the initiation, continuation, withholding, or withdrawal of life-sustaining treatment and other specific instructions.

You may limit your health care agent's involvement in deciding your medical treatment so that your health care agent will speak for you only when you are unable to speak for yourself or you may give your health care agent the power to speak for you immediately. THIS COMBINED FORM GIVES YOUR HEALTH CARE AGENT THE POWER TO SPEAK FOR YOU ONLY WHEN YOU ARE UNABLE TO SPEAK FOR YOURSELF.

A living will cannot be followed unless your attending physician determines that you lack the ability to understand, make, and communicate health care decisions for yourself and you are either permanently unconscious or you have an end-stage medical condition, which is a condition that will result in death despite the introduction or continuation of medical treatment. You, and not your health care agent, remain responsible for the cost of your medical care.

If you do not write down your wishes about your health care in advance, and if later you become unable to understand, make, or communicate these decisions, those wishes may not be honored because they may remain unknown to others.

A health care provider who refuses to honor your wishes about health care must tell you of its refusal and help to transfer you to a health care provider who will honor your wishes.

You should give a copy of your advance health care directive (a living will, health care power of attorney or a document containing both) to your health care agent, your physicians, family members, and others whom you expect would likely attend to your needs if you become unable to understand, make, or communicate decisions about medical care.

If your health care wishes change, tell your physician and write a new advance health care directive to replace your old one. It is important in selecting a health care agent that you choose a person you trust who is likely to be available in a medical situation where you cannot make decisions for yourself. You should inform that person that you have appointed him or her as your health care agent and discuss your beliefs and values with him or her so that your health care agent will understand your health care objectives.

You may wish to consult with knowledgeable, trusted individuals such as family members, your physician, or clergy when considering an expression of your values and health care wishes. You are free to create your own advance health care directive to convey your wishes regarding medical treatment.

The following form is an example of an advance health care directive that combines a health care power of attorney with a living will.

### NOTES ABOUT THE USE OF THIS FORM

If you decide to use this form or create your own advance health care directive, you should consult with your physician and your attorney to make sure that your wishes are clearly expressed and comply with the law.

If you decide to use this form but disagree with any of its statements, you may cross out those statements. You may add comments to this form or use your own form to help your physician or health care agent decide your medical care.

This form is designed to give your health care agent broad powers to make health care decisions for you whenever you cannot make them for yourself. It is also designed to express a desire to limit or authorize care if you have an end-stage medical condition or are permanently unconscious.

If you do not desire to give your health care agent broad powers, or you do not wish to limit your care if you have an end-stage medical condition or are permanently unconscious, you may wish to use a different form or create your own. You should also use a different form if you wish to express your preferences in more detail than this form allows or if you wish for your health care agent to be able to speak for you immediately. In these situations, it is particularly important that you consult with your attorney and physician to make sure that your wishes are clearly expressed.

This form allows you to tell your health care agent your goals if you have an end-stage medical condition or other extreme and irreversible medical condition, such as advanced Alzheimer's disease. Do you want medical care applied aggressively in these situations or would you consider such aggressive medical care burdensome and undesirable?

You may choose whether you want your health care agent to be bound by your instructions or whether you want your health care agent to be able to decide at the time what course of treatment the health care agent thinks most fully reflects your wishes and values.

If you are a woman and diagnosed as being pregnant at the time a health care decision would otherwise be made pursuant to this form, the laws of this Commonwealth prohibit implementation of that decision if it directs that life-sustaining treatment, including nutrition and hydration, be withheld or withdrawn from you, unless your attending physician and an obstetrician who have examined you certify in your medical record that the life-sustaining treatment:

- (1) will not maintain you in such a way as to permit the continuing development and live birth of the unborn child;
- (2) will be physically harmful to you; or
- (3) will cause pain to you that cannot be alleviated by medication.

A physician is not required to perform a pregnancy test on you unless the physician has reason to believe that you may be pregnant. Pennsylvania law protects your health care agent and health care providers from any legal liability for following in good faith your wishes as expressed in the form or by your health care agent's direction. It does not otherwise change professional standards or excuse negligence in the way your wishes are carried out. If you have any questions about the law, consult an attorney for guidance.

This form and explanation is not intended to take the place of specific legal or medical advice for which you should rely upon your own attorney and physician.

## **PART II**

### **DURABLE HEALTH CARE POWER OF ATTORNEY**

I, **MARTHA J JONES**, of 34 Foley Street, Green Lane, Pennsylvania, appoint the person named below to be my health care agent to make health and personal care decisions for me.

Effective immediately and continuously until my death or revocation by a writing signed by me or someone authorized to make health care treatment decisions for me, I authorize all health care providers or other covered entities to disclose to my health care agent, upon my agent's request, any information, oral or written, regarding my physical or mental health, including, but not limited to, medical and hospital records and what is otherwise private, privileged, protected or personal health information, such as health information as defined and described in the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, 110 Stat. 1936), the regulations promulgated thereunder and any other State or local laws and rules. Information disclosed by a health care provider or other covered entity may be re-disclosed and may no longer be subject to the privacy rules provided by 45 C.F.R. Pt. 164.

The remainder of this document will take effect when and only when I lack the ability to understand, make or communicate a choice regarding a health or personal care decision as verified by my attending physician. My health care agent may not delegate the authority to make decisions.

MY HEALTH CARE AGENT HAS ALL OF THE FOLLOWING POWERS SUBJECT TO THE HEALTH CARE TREATMENT INSTRUCTIONS THAT FOLLOW IN PART III (Cross out any powers you do not want to give your health care agent):

1. To authorize, withhold or withdraw medical care and surgical procedures.
2. To authorize, withhold or withdraw nutrition (food) or hydration (water) medically supplied by tube through my nose, stomach, intestines, arteries or veins.
3. To authorize my admission to or discharge from a medical, nursing, residential or similar facility and to make agreements for my care and health insurance for my care, including hospice and/or palliative care.
4. To hire and fire medical, social service and other support personnel responsible for my care.

5. To take any legal action necessary to do what I have directed.
6. To request that a physician responsible for my care issue a do-not-resuscitate (DNR) order, including an out-of-hospital DNR order, and sign any required documents and consents.

## **APPOINTMENT OF HEALTH CARE AGENT**

I hereby appoint my husband PAUL W JONES as my Agent to make medical treatment decisions for me as authorized in this document.

IF YOU DO NOT NAME A HEALTH CARE AGENT, HEALTH CARE PROVIDERS WILL ASK YOUR FAMILY OR AN ADULT WHO KNOWS YOUR PREFERENCES AND VALUES FOR HELP IN DETERMINING YOUR WISHES FOR TREATMENT.

NOTE THAT YOU MAY NOT APPOINT YOUR DOCTOR OR OTHER HEALTH CARE PROVIDER AS YOUR HEALTH CARE AGENT, UNLESS RELATED TO YOU BY BLOOD, MARRIAGE OR ADOPTION.

If my husband is not available or becomes ineligible to act as my Agent, or if an action for divorce is filed by either of us after the date of this document, or if I revoke his appointment or authority to act, then I designate the following persons to serve as my Agent to make medical treatment decisions for me as authorized in this document, such persons to serve in the order listed below:

First Alternate Agent: KEVIN G JONES  
25 S. Cantor St, Towson, Md

Second Alternate Agent: WILLIAM G JONES  
2841 West Island Loop SE, Las Vegas, NM

Third Alternate Agent: PETER E JONES  
825 Dewees Pl, Collegeville, Md

Fourth Alternate Agent: THOMAS G JONES  
1868 Village Ln., Piqua, NJ

# GUIDANCE FOR HEALTH CARE AGENT (OPTIONAL)

## GOALS

If I have an end-stage medical condition or other extreme irreversible medical condition, my goals in making medical decisions are as follows: (insert your personal priorities such as comfort, care, preservation of mental function, etc.)

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## SEVERE BRAIN DAMAGE OR BRAIN DISEASE

If I should suffer from severe and irreversible brain damage or brain disease with no realistic hope of significant recovery, I would consider such a condition intolerable and the application of aggressive medical care to be burdensome. I therefore request that my health care agent respond to any intervening (other and separate) life-threatening conditions in the same manner as directed for an end-stage medical condition or state of permanent unconsciousness as I have indicated below.

I agree \_\_\_\_\_ I disagree \_\_\_\_\_  
(initials) (initials)

## PART III

### HEALTH CARE TREATMENT INSTRUCTIONS IN THE EVENT OF END-STAGE MEDICAL CONDITION OR PERMANENT UNCONSCIOUSNESS (“LIVING WILL”)

The following health care treatment instructions exercise my right to make my own health care decisions. These instructions are intended to provide clear and convincing evidence of my wishes to be followed when I lack the capacity to understand, make, or communicate my treatment decisions:

If I have an end-stage medical condition (which will result in my death, despite the introduction or continuation of medical treatment) or am permanently unconscious such as in an irreversible coma or irreversible vegetative state and there is no realistic hope of significant recovery, all of the following apply: (cross out any treatment instructions with which you do not agree)

1. I direct that I be given health care treatment to relieve pain or provide comfort even if such treatment might shorten my life, suppress my appetite or my breathing, or be habit forming.
2. I direct that all life prolonging procedures be withheld or withdrawn.

3. I specifically do not want any of the following as life prolonging procedures: (If you wish to receive any of these treatments, write "I do want" after the treatment)

- ♣ heart-lung resuscitation (CPR) \_\_\_\_\_
- ♣ mechanical ventilator (breathing machine) \_\_\_\_\_
- ♣ dialysis (kidney machine) \_\_\_\_\_
- ♣ surgery \_\_\_\_\_
- ♣ chemotherapy radiation treatment \_\_\_\_\_
- ♣ antibiotics \_\_\_\_\_

Please indicate whether you want nutrition (food) or hydration (water) medically supplied by a tube into your nose, stomach, intestine, arteries, or veins if you have an end-stage medical condition or are permanently unconscious and there is no realistic hope of significant recovery.

(Initial only one statement.)

#### TUBE FEEDINGS

\_\_\_\_\_ I want tube feedings to be given.

OR

#### NO TUBE FEEDINGS

\_\_\_\_\_ I do not want tube feedings to be given.

### HEALTH CARE AGENT'S USE OF INSTRUCTIONS

(Initial only one statement.)

\_\_\_\_\_ My health care agent must follow these instructions.

OR

\_\_\_\_\_ These instructions are only guidance. My health care agent shall have final say and may override any of my instructions. (Indicate any exceptions)

If I did not appoint a health care agent, these instructions shall be followed.

### LEGAL PROTECTION

Pennsylvania law protects my health care agent and health care providers from any legal liability for their good faith actions in following my wishes as expressed in this form or in complying with my health care agent's direction. On behalf of myself, my executors and heirs, I further hold my health care agent and my health care providers harmless and indemnify them against any claim for their good faith actions in recognizing my health care agent's authority or in following my treatment instructions.

# ORGAN DONATION

(Initial only one statement.)

\_\_\_\_\_ I consent to donate my organs and tissues at the time of my death for the purpose of transplant, medical study or education. (Insert any limitations you desire on donation of specific organs or tissues or uses for donation of organs and tissues.)

OR

\_\_\_\_\_ I do not consent to donate my organs or tissues at the time of my death.

Having carefully read this document, I have signed it this 3rd day of May, 2016, revoking all previous health care powers of attorney and health care treatment instructions.

\_\_\_\_\_  
**MARTHA J JONES**

Two witnesses at least 18 years of age are required by Pennsylvania law and should witness your signature in each other's presence. A person who signs this document on behalf of and at the direction of a principal may not be a witness. (It is preferable if the witnesses are not your heirs, nor your creditors, nor employed by any of your health care providers.)

\_\_\_\_\_  
[signature – please print name under this line]

\_\_\_\_\_  
[street address]

\_\_\_\_\_  
[city, state]

\_\_\_\_\_  
[signature – please print name under this line]

\_\_\_\_\_  
[street address]

\_\_\_\_\_  
[city, state]



# **AUTHORIZATION AND WAIVER FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH**

A. The persons named below in Paragraphs B and C, individually and severally, shall have the power and authority to do all of the following:

(1) Request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIMDA"), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby 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, to give, disclose, and release to the persons named herein, without restriction, all of my individually identifiable health information and medical records regarding any Mdst, present, or future medical or mental health condition.

This authority shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider;

(2) Execute on my behalf any releases or other documents that may be required in order to obtain this information;

(3) Consent to the disclosure of this information;

B. The specifically named persons who shall have the powers hereinabove described in Paragraph A are:

My wife MARTHA J JONES  
34 th Street, Green , MD

KEVIN G JONES  
25 S. Cantor St, Towson, Md

WILLIAM G JONES  
2841 West Island Loop SE, Las Vegas, NM

PETER E JONES  
825 Dewees Pl, Colledgeville, Md



**AUTHORIZATION AND WAIVER FOR THE INSPECTION AND  
DISCLOSURE OF INFORMATION RELATING TO MY  
PHYSICAL OR MENTAL HEALTH.**

A. The persons named below in Paragraphs B and C, individually and severally, shall have the power and authority to do all of the following:

(1) Request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIMDA"), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby 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, to give, disclose, and release to the persons named herein, without restriction, all of my individually identifiable health information and medical records regarding any Mdst, present, or future medical or mental health condition.

This authority shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider;

(2) Execute on my behalf any releases or other documents that may be required in order to obtain this information;

(3) Consent to the disclosure of this information;

B. The specifically named persons who shall have the powers hereinabove described in Paragraph A are:

My husband PAUL W JONES  
34 Street, Green Lane, MD

KEVIN G JONES  
25 S. Cantor St, Towson, Md

WILLIAM G JONES  
2841 West Island Loop SE, Las Vegas, NM

PETER E JONES  
825 Dewees Pl, Collegeville, Md

THOMAS G JONES  
1868 Village Ln., Piqua, NJ

C. In addition to the persons who are specifically named in Paragraph B, the following described persons shall also have the powers hereinabove described in Paragraph A:

Any Trustee or Successor/Alternate Trustee of any inter-vivos trust created by me wherein I am a Trustee and/or a beneficiary.

Any agent (or "attorney-in-fact") in any General Power of Attorney created by me as the "Principal"

This Authorization and Waiver is executed by me on 3rd day of May, 2016, in Montgomery County, Pennsylvania.

\_\_\_\_\_  
**MARTHA J JONES**

COMMONWEALTH OF PENNSYLVANIA     )  
   ) ss.  
COUNTY OF MONTGOMERY                 )

On this \_\_\_\_ day of May, 2016, before me, the undersigned officer, personally appeared MARTHA J JONES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

Dated: May 3, 2016

# **Final Disposition Authorization and Instructions**

I, PAUL W JONES, of 34 Foley Street, Green Lane, Pennsylvania, being of sound mind, willfully and voluntarily make known by this document my desire that, upon my death, the final disposition of my remains be under the control of my representative, and, with respect to that final disposition only, I hereby appoint the representative and the successor representative named in this document. All decisions made by my representative with respect to the final disposition of my remains shall be binding and, for the guidance of my representative, I am making my wishes known as follows:

1. I wish to be cremated.
2. I would like my ashes Save ashes until we both Pass, then combine ashes and scatter to the wind.
3. I have made post-death arrangements at no.
4. My representative shall be:

MARTHA J JONES  
34 Street, Green, Pennsylvania

5. If my representative dies, becomes incapacitated, resigns, refuses to act, ceases to be qualified, or cannot be located within the time necessary to control the final disposition of my remains, I hereby appoint the following individuals, each to act alone and successively, in the order specified, to serve as my successor representative:

KEVIN G JONES  
25 S. Cantor St, Towson, Md

WILLIAM G JONES  
2841 West Island Loop SE, Las Vegas, NM

PETER E JONES  
825 Dewees Pl, College, Md  
215-317-8474

THOMAS G JONES  
18Village Ln., Piqua, NJ

This authorization becomes effective upon my death. I hereby revoke any prior final disposition authorizations and/or instructions that I may have signed before the date that this document is signed. I hereby agree that any funeral director, crematory authority, or cemetery authority that receives a copy of this document may act under it. Any modification or revocation of this document is not effective as to a funeral director, crematory authority, or cemetery authority until the funeral director, crematory authority, or cemetery authority receives actual notice of the modification or revocation. No funeral director, crematory authority, or cemetery authority may be liable because of reliance on a copy of this document.

Executed on May 3, 2016, in Montgomery County, Pennsylvania.

---

**PAUL W JONES**

I attest that PAUL W JONES, the person who signed this document, did so or acknowledged signing this document in my presence and that he appears to be of sound mind and not subject to duress, fraud, or undue influence. I further attest that I am not the representative or the successor representative appointed under this document that I am aged at least 18, and that I am not related to the person who signed this document by blood, marriage, or adoption.

---

[signature]      [street address]

---

[please print name]      [city, state]

Dated: May 3, 2016

---

[signature]      [street address]

---

[please print name]      [city, state]

Dated: May 3, 2016

# Final Disposition

## Authorization and Instructions

I, MARTHA J JONES, of 34 Foley Street, Green Lane, Pennsylvania, being of sound mind, willfully and voluntarily make known by this document my desire that, upon my death, the final disposition of my remains be under the control of my representative, and, with respect to that final disposition only, I hereby appoint the representative and the successor representative named in this document. All decisions made by my representative with respect to the final disposition of my remains shall be binding and, for the guidance of my representative, I am making my wishes known as follows:

1. I wish to be cremated.
2. I would like my ashes Save ashes until we both Pass, then combine ashes and scatter to the wind.
3. I have made post-death arrangements at no.
4. My representative shall be:

PAUL W JONES  
34 Foley Street, Green Lane, Pennsylvania  
2159208244

5. If my representative dies, becomes incapacitated, resigns, refuses to act, ceases to be qualified, or cannot be located within the time necessary to control the final disposition of my remains, I hereby appoint the following individuals, each to act alone and successively, in the order specified, to serve as my successor representative:

KEVIN G JONES  
25 S. Cantor St, Towson, Md

WILLIAM G JONES  
2841 West Loop, Las Vegas,

PETER E JONES  
825 Dewees Pl, College, Md

THOMAS G JONES  
1868 Village Ln., Piqua, NJ

This authorization becomes effective upon my death. I hereby revoke any prior final disposition authorizations and/or instructions that I may have signed before the date that this document is signed. I hereby agree that any funeral director, crematory authority, or cemetery authority that receives a copy of this document may act under it. Any modification or revocation of this document is not effective as to a funeral director, crematory authority, or cemetery authority until the funeral director, crematory authority, or cemetery authority receives actual notice of the modification or revocation. No funeral director, crematory authority, or cemetery authority may be liable because of reliance on a copy of this document.

Executed on May 3, 2016, in Mon County, Pa.

---

**MARTHA J JONES**

I attest that MARTHA J JONES, the person who signed this document, did so or acknowledged signing this document in my presence and that she appears to be of sound mind and not subject to duress, fraud, or undue influence. I further attest that I am not the representative or the successor representative appointed under this document that I am aged at least 18, and that I am not related to the person who signed this document by blood, marriage, or adoption.

---

[signature]      [street address]

---

[please print name]      [city, state]

Dated: May 3, 2016

---

[signature]      [street address]

---

[please print name]      [city, state]

Dated: May 3, 2016



# Instructions for Transferring Assets to Your Trust

You have the ability of avoiding probate on any asset transferred to your Trust during your lifetimes. The following information outlines the method by which assets should be transferred into your Trust. Please note that many of the categories of assets described below may not be currently applicable to you; however, we feel that it is helpful to discuss them as you may obtain such assets in the future or you may simply wish to be well-informed.

**REMEMBER, YOU ARE RESPONSIBLE FOR KEEPING YOUR TRUST FUNDED DURING YOUR LIFETIME.**

## A. REAL PROPERTY

To transfer real property into your Trust, a new deed reflecting the name of the Trust must be executed, notarized and recorded with the County Recorder in the county where the property is located. Care must be taken that name(s) of the Grantors on the new deed (as well as the signature line and in the Notary acknowledgement) are exactly the same as the Grantee on the original deed. If the deed is not executed properly and/or is the title of your real estate is not in your Trust on your death, a probate proceeding may be needed to confirm the transfer of that property to your beneficiaries. The deed (including any deed prepared as Part of this program) **must** have the legal description of the property (this is NOT the street address). Often this legal description is attached as Exhibit A to the deed; usually a photocopy of the legal description taken from the deed which granted you the property will be sufficient (just staple it to the deed). Most counties also require that the Tax parcel Number be shown on the deed; this number can be obtained from your property tax bill.

There will typically be no property tax reassessment of your property as a result of this transfer. It is suggested that you take any deeds to a title company which does business in the county and state of the real property and request assistance with the recording process; many counties and/or states have specific documentation requirements about which a local company can advise you or can complete on your behalf.

Federal law prohibits acceleration of any indebtedness by any lending institution or private individual on a transfer of residential real estate into a revocable trust. However, where there is an existing indebtedness on real estate other than residential (e.g., commercial and/or multi-unit), it may be necessary to contact the financial institution holding either the mortgage or deed of trust before placing it in the name of the Trust. The failure to obtain the lender's consent to the transfer of non-residential property could potentially lead to the lender attempting to accelerate the loan based on a "due-on-sale" clause contained in the note or deed of trust. Typically, such consent will be granted by the lender after it has reviewed the Certificate of Trust and the appropriate assignment documents have been executed.

There can be special problems with the transfer of property held under a land lease; therefore, you should obtain the appropriate advice prior to any such transfer.

When your insured property (e.g., your residence) has been re-titled in the name of your Trust, you should notify your insurance company (or agent) of the transfer and ask whether any change

in the policy is required. This should apply to both casualty and liability insurance. It may be desirable for the policy to indicate that the Trust is an additional insured. Additionally, if you purchased an owner's title policy of insurance when you purchased your home, you should notify that insurer of your trust as well and determine whether an endorsement on your policy will be required. If your title insurer indicates no additional paperwork is required, you should get that determination in writing.

Please note that if you should refinance or borrow against your property, the lender or the title company may require that the property be transferred out of your Trust and into your name as an individual (this saves the lender and the title company the task of reading the trust in order to verify that it does not contain any terms or conditions which could interfere with the lender's security interest). *Be sure that you ask the title company to prepare and record a deed transferring the property back into the Trust as soon as the refinancing is complete.* If this does not occur, probate of the property may be necessary.

As you acquire new property, simply instruct the escrow officer handling the transaction that you wish to have the title recorded in the name of your Trust. You may need to provide the escrow officer or title company with a copy of the Certificate of Trust.

#### B. SECURITY INTERESTS

Most real estate security interests (e.g., sales contracts or deeds of trust) which you own (rather than which you owe) should be held in the name of the Trust. To transfer security interests into your Trust, an assignment of the contract/deed of trust reflecting the name of the Trust must be executed, notarized and recorded with the County Recorder in the County where the property is located.

#### C. OIL, GAS, AND MINERAL RIGHTS

Oil, gas and mineral rights are often the most troublesome of assets to transfer to a Revocable Living Trust. The reason for this is that there are usually two separate interests involved; the underlying interest in real estate and the lease for the use of the rights. You will need to record the deed conveying the underlying property interest in the County in which the interest is located; when the recorded deed has been returned to you, you should then contact the Lessee and send a copy of the recorded deed.

#### D. BANK/SAVINGS ACCOUNTS/SAFE DEPOSIT BOXES

The transfer of Money Market Accounts, Savings Accounts and Timed Deposits (CD's) into your Living Trust can be accomplished quite easily. All you need do is to provide your bank with a copy of the Bank Instruction Letter (with the Certificate of Trust attached). You may be asked to sign new signature cards as Trustee of your Trust. Generally you will not have to open new accounts to replace the existing accounts; the only change is on the bank signature cards. As long as the account number on your checking account remains the same, you do not need to order new checks.

When you open up new accounts, simply instruct the bank that you wish to have the title of the account in the name of your Trust. You may need to provide the bank with a copy of the Certificate of Trust.

Safe deposit boxes should be placed in the name of your Trust so your successor Trustee will have no difficulty in gaining access to the box.

#### E. STOCKS AND BONDS

To transfer stocks or bonds into the name of your Trust, a different procedure is used for privately held stock compared to that which is used for stock publicly traded on an exchange.

##### 1. Privately Held Stock

The transfer of privately held security instruments, such as stocks in a privately held corporation, can be accomplished simply by surrendering the existing stock certificates and having new stock certificates prepared in the name of the Trust. This normally does not require a permit from a state agency, nor does it usually have any type of adverse tax consequence. However, if it is not your own corporation, the transfer of stock in a privately held corporation normally requires the approval of the corporation; typically, such consent will be granted by the corporation after it has reviewed the Certificate of Trust and the appropriate assignment documents have been executed. Shares of individual professional corporations are usually not transferred to trusts because of statutory restrictions.

##### 2. Publicly Held Stock

In the case of publicly held stocks or bonds, it will be necessary to work through a stockbroker or through the institution from which the assets were purchased (such as a Dividend Reinvestment Plan or an Electronic Registration Plan). If you currently possess the certificate(s), the broker will require you to surrender the certificate(s) and sign certain transfer documents. Certificates should always be sent certified mail. For a standard brokerage (and/or a mutual fund) account, all that is generally required is a request to the broker or account manager. They may also request a copy of the Trust Agreement, but frequently all that is required is a copy of the Certificate of Trust.

#### F. PARTNERSHIPS

Partnerships generally are either public or non-public.

##### 1. Public

If a Partnership was bought through a public offering, the institution making the sale should be contacted and given a copy of this instructional letter with a request that ownership name be changed to the name of the Trust. The institution may also require a copy of the Certificate of Trust Agreement.

##### 2. Non-Public

The transfer to Trust of a non-public Partnership Interest (whether General or Limited) is generally accomplished by an Assignment which may or may not need the approval of the general Partners or the approval of all the Partners. The best way to proceed is to contact the general Partners for guidance. Typically, such consent will be granted by the Partnership after it has reviewed the Certificate of Trust and the appropriate assignment documents have been executed.

Further acquisition of Partnership interests creates no problems. The purchase of the Partnership interest is simply titled in the name of the Trust at the time of acquisition.

#### G. LIMITED LIABILITY COMPANIES

A trust can be a member of a limited liability company ("LLC"). The transfer of a LLC interest to a Trust may require the approval of the LLC. Typically, such consent will be granted by the LLC after it has reviewed the Certificate of Trust and the appropriate assignment documents have been executed.

If you acquire any future LLC interest, simply instruct the LLC that you wish to hold title in the name of your Trust. You will probably need to provide the LLC with a copy of the Certificate of Trust.

#### H. BUSINESS INTERESTS

Any other business interest or sole proprietorship can generally be transferred to the Trust by an "Assignment of Business Interest". This document assigns all property/assets owned in the name of the business, for the purpose of determining title, into your Trust so that these interests will avoid probate. However, there may be specific issues with the transfer of interests in businesses (such as permits and licenses) and thus it is necessary that they be reviewed in detail before making the transfer. Accordingly, it is recommended that you obtain legal and tax advice prior to transferring any business interest to your Trust.

If you have a business interest in a franchise, any transfer of such interest to your Trust will probably require the consent of the franchisor. Typically, such consent will be granted by the franchisor after it has reviewed the Certificate of Trust and the appropriate assignment documents have been executed.

#### I. INSURANCES AND ANNUITIES

Life Insurances and Annuities are assets that may or may not need to be placed in Trust because the proceeds transfer contractually to the named beneficiary and, therefore, already avoid probate. However, if you wish the proceeds to be distributed in the same manner as the other trust assets (which is usually the case), the Trust should be the beneficiary. You must instruct each insurance company or your insurance agent to designate your Trust as the beneficiary; generally, the company will send you a Change of Beneficiary form to complete and return.

#### J. IRA's/KEOGH's/401(k)'s/ETC.

An IRA, 401(k) plan or Keogh plan, wherever invested, must remain in the owner's name and Social Security number; this is not a major problem in estate planning since the account is Paid, at your death, to a named beneficiary and, thus, does not have to go through probate. However, it may be desirable to have the account Paid to your trust instead of to a named beneficiary (e.g., the beneficiary is a minor or the trust has more details for all contingencies); For a husband and wife, the non-owner spouse is usually named the primary beneficiary and the Trust may be named the contingent beneficiary. Although your trust has all of the necessary "conduit trust" language, any change of a beneficiary designation of a retirement plan could have important income tax consequences; therefore, you should consult with your tax advisor prior to making any change.

K. DIGITAL ASSETS AND/OR RIGHTS

Your digital assets and/or rights (including any “social media”, on-line accounts and/or email accounts) were automatically transferred to the Trust with the “Assignment of Personal Property” which was Part of the original Package. However, it is important to maintain a list of all of your digital assets and print it out on paper; this list should include all of your on-line accounts as well as a list of usernames and Passwords. This is sensitive information, so protect this information by keeping it in a secure place. Some people will put this information in a sealed envelope to be opened only upon death or incapacity. Wherever you keep this information, make sure you tell your successor Trustee (and agent under the Power of Attorney, if different) where this information can be found. You should update this list at least yearly. In addition, tell your successor Trustee what you want done with your digital assets. If you have a social networking site, such as Facebook or LinkedIn, let your successor Trustee ones know whether you want the site maintained following your death or whether you want the site removed (some sites have specific policies regarding what happens when a person dies or is incapacitated, so make sure you check each site’s policy). If you have a collection of music or photographs, tell your successor Trustee what you want done with those.

L. INTELLECTUAL PROPERTY

Intellectual property assets such as copyrights, patents, trademarks and royalties that have significant value can be assigned to your Trust. This is normally accomplished by a specific assignment which should be acknowledged by a Notary. You may need to consult with an attorney who specializes in patents or copyrights prior to any transfer.

M. MOTOR VEHICLES/RV’s/BOATS

Automobiles, RVs, boats, etc. are items which can be placed in your Trust by means of your “Assignment of Personal Property.” No separate Department of Motor Vehicles transfer is required.

N. MOBILE HOMES

Mobile homes may be placed into your Trust by contacting the same state authority that issues you the registration for the home

O. PERSONAL PROPERTY

You can use the “Assignment of Personal Property” document located in your Portfolio to assign all of your personal property (such as furniture, household effects, art work, jewelry, etc.) into your Trust. This Assignment covers not only the property you currently own but any additional personal property acquired up to the date of death.

P. JOINT TENANCY

You should not hold assets in joint tenancy, except for small checking accounts and automobiles. A joint tenancy asset will not be subject to the terms of the Trust, may frustrate your intentions and could have adverse income and estate tax consequences.

Q.     SEPARATE PROPERTY

In the event a spouse receives an inheritance or gift in such spouse's name, this property will be considered separate rather than jointly owned property. Unless the inheriting or gift recipient spouse wishes to change the character of the property from separate to jointly owned, care should be taken prior to transferring separate property to the Trust. Changing the character of any property from separate to jointly owned may have significant income and estate tax consequences and could affect the division of property in the event you should dissolve the marriage. Therefore, you should obtain legal and tax advice prior to changing the character of any property from separate to jointly owned.

May 3, 2016

Bank & Trust  
14 St. PO Box, MD

Re: Account Number:

Dear Sir or Madam:

We have established a revocable, living trust and we wish to change the title of all of our accounts (other than any IRA accounts) to the trust. Please change each account to the following:

PAUL W JONES and MARTHA J JONES, as co-Trustees of THE JONES LIVING TRUST, U/A dated May 3, 2016.

Please find a copy of a Certification of Trust which documents the establishment of our trust and sets out the powers of the trustee for the future handling of the account. Please continue to use the Social Security Number now on the account; pursuant to IRS Regulation 1.671-4(b), no separate Tax Identification Number is required for this type of trust.

If you have any questions regarding this request, please contact us at the address below, or telephone us at. Thank you for your cooperation.

Sincerely yours,

**PAUL W JONES**

**MARTHA J JONES**

May 3, 2016

National Bank  
PO Box

Re: Account Number:

Dear Sir or Madam:

We have established a revocable, living trust and we wish to change the title of all of our accounts (other than any IRA accounts) to the trust. Please change each account to the following:

PAUL W JONES and MARTHA J JONES, as co-Trustees of THE JONES LIVING TRUST, U/A dated May 3, 2016.

Please find a copy of a Certification of Trust which documents the establishment of our trust and sets out the powers of the trustee for the future handling of the account. Please continue to use the Social Security Number now on the account; pursuant to IRS Regulation 1.671-4(b), no separate Tax Identification Number is required for this type of trust.

If you have any questions regarding this request, please contact us at the address below, or telephone us at. Thank you for your cooperation.

Sincerely yours,

**PAUL W JONES**

**MARTHA J JONES**



May 3, 2016

200

Re: Account Number:

Dear Sir or Madam:

We have established a revocable, living trust; accordingly, please use this letter as your authorization to journal all securities and cash from the above-captioned account into a new account in the following name:

PAUL W JONES and MARTHA J JONES, as co-Trustees of THE JONES LIVING TRUST, U/A dated May 3, 2016.

Please find a copy of a Certification of Trust which documents the establishment of our trust and sets out the powers of the trustee for the future handling of the account; you will note that this trust authorizes a "margin-type" account. Please continue to use the Social Security Number now on the account; pursuant to IRS Regulation 1.671-4(b), no separate Tax Identification Number is required for this type of trust. In addition, please retain all existing rights, authorizations, and privileges for the new account.

If you have any questions regarding this request, please contact us at the address below, or telephone us at . Thank you for your cooperation.

Sincerely yours,

**PAUL W JONES**

**MARTHA J JONES**

May 3, 2016

\*\*\* = "Broker"\*\*\*

Dear Sir or Madam:

\*\*\* "Certificate"\*\*\*

May 3, 2016

TD Ameritrade

Re: IRA Account Number:

Dear Sir or Madam:

I wish to change the contingent beneficiary of the above-referenced account. Please change your records to the following:

The then-acting Trustee of THE JONES LIVING TRUST, U/A dated May 3, 2016.

Please note that the primary beneficiary will continue to be my wife MARTHA J JONES.

If you have any questions regarding this request, please contact me at the address below, or telephone me at Thank you for your cooperation.

Sincerely yours,

**PAUL W JONES**

May 3, 2016

NE 68154

\*\*\*IF IRA Type = "Broker"\*\*\*

Dear Sir or Madam:

I wish to change the contingent beneficiary of \*\*\*IF IRA Type = "Plan"\*\*\*. Please change your records to the following:

The then-acting Trustee of THE JONES LIVING TRUST, U/A dated May 3, 2016.

Please note that the primary beneficiary will continue to be my wife MARTHA J JONES.

If you have any questions regarding this request, please contact me at the address below, or telephone me at Thank you for your cooperation.

Sincerely yours,

**PAUL W JONES**

# ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST

WITHOUT CONSIDERATION, the undersigned does hereby assign, transfer and set over to

PAUL W JONES and MARTHA J JONES, as co-Trustees of THE JONES LIVING TRUST, U/A dated May 3, 2016,

all of my right, title and interest in the Limited Liability Company known as HOLDINGS, LLC.

The foregoing assignment and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in both or either of our respective individual names, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

Executed on May 3, 2016, in County, .

---

**MARTHA J JONES**

## ACCEPTANCE OF SUBSTITUTION

The undersigned hereby accepts the foregoing assignment and agrees to be bound by the terms of the Limited Liability Company Agreement and to accept all of the benefits and assume all of the liabilities attributable to its assignor.

Executed on May 3, 2016, in County,

---

**PAUL W JONES     MARTHA J JONES**

COMMONWEALTH OF     )

) ss.

COUNTY OF     )

On this \_\_\_\_ day of May, 2016, before me, the undersigned officer, personally appeared MARTHA J JONES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

---

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## **INSTRUCTIONS FOR REAL ESTATE TRANSFERS**

You have elected to create a deed or deeds for the transfer of real property to your trust. Our software creates the appropriate deed for the state in which the real property is located; however, there are several things you must do before you can complete the transfer:

1. Check the deed to see if there is any information which is not completed on deed (e.g., the tax number for the property).
2. You must verify that the name(s) on the deed for the Grantor exactly match the name(s) on the prior deed (if you need to change the name of the Grantor, you must also change the signature name as well as the name in the notary acknowledgement).
3. If you did not input the legal description during the interview, you must create an Exhibit "A" with the correct legal description for the property (the legal description is not the street address and is generally not the description on your property tax bill). Most of the time, you will find that the legal description is attached to your old deed as an exhibit and you can just photocopy it and attach it to the new deed (if the description is not attached, or if the copy is not legible enough for photocopying, you will have to type the description as a separate document with a title of "Exhibit A").
4. You must contact the Recorder's Office for the county in which each property is located to determine if there are any additional forms or filing requirements; you will also need the mailing address (if you are not planning to "hand-deliver" the deed) and the recording fee. Most counties now have a website which should provide you with this information.

**This Document Prepared By and  
Mail Tax Statements To:**

Mr. and Mrs. PAUL W Jones, Trustee

# QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, PAUL W JONES and MARTHA J JONES, the GRANTORS,

Whose mailing address is;

hereby convey and quitclaim to

PAUL W JONES and MARTHA J JONES, as co-Trustees of THE JONES LIVING TRUST, U/A dated May 3, 2016, the GRANTEE,

Whose mailing address is;

and to Grantee's successors and assigns, all of THE FOLLOWING described real property located in the County of , State of:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

More commonly known as.

Assessor's Number:

SUBJECT TO: Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements that are now of record, if any. Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

The then-acting Trustee has the power and authority to encumber or otherwise to manage and dispose of the hereinabove described real property; including, but not limited to, the power to convey.

Dated this 3rd day of May, 2016.

\_\_\_\_\_  
PAUL W JONES

\_\_\_\_\_  
MARTHA J JONES

Witness Signatures:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

COMMONWEALTH OF PENNSYLVANIA )

) ss.

COUNTY OF MONTGOMERY )

On this \_\_\_\_ day of May, 2016, before me, the undersigned officer, personally appeared PAUL W JONES and MARTHA J JONES, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_