

**Sally A.  
Smith**

**Will**

Prepared by: Sam Spade  
Spade Law Offices  
100 West Street  
Indianapolis, Indiana  
444-837-6548 444-837-6550 (FAX)

**Will**  
**Of**  
**Sally A. Smith**

I, Sally A. Smith, of 100 Fifth Avenue, Indianapolis, Indiana publish and declare this to be my Will, hereby revoking all Wills executed by me.

**Article I**  
**Spouse And Children**

My spouse's name is Henry P. Smith, and all references herein to my "husband" or to my "spouse" are to him. My children now living are Henry P. Smith, Jr. and Susan Smith Brown. All references herein to my "child" or "children" shall include the above-named children as well as all legitimate children hereafter born to or adopted by me.

**Article II**  
**Debts And Expenses**

I direct that all my legally enforceable debts and funeral and testamentary expenses be fully paid from my estate as soon after my death as can properly be done. However, it is not my desire that my Executor accelerate and pay off the entire principal balance remaining on any mortgages, installment purchase contracts, promissory notes or other evidences of my indebtedness unless there is some significant advantage in doing so. Said fiduciary shall, however, make the required payments to maintain these obligations in a current status. If any life insurance proceeds are paid to my Executor, my estate or to the trustee of any trust created by this Will, I direct that said proceeds shall pass under the provisions of this Will or under such trust and not as otherwise directed by the laws of the State of Indiana. Said life insurance proceeds, however, are to remain exempt from the claims of creditors unless my Executor chooses to waive such exemption and shall not be used to satisfy the obligations of my estate.

**Article III**  
**Homestead**

Any interest I may have in my homestead, including any land adjacent to the homestead which may be owned by me and used as a part thereof, shall be distributed to my husband, Henry P. Smith, if he survives me. Otherwise the property described in this Article shall be distributed as a part of the residue of my estate.

**Article IV**  
**Personal Property**

All my clothing, jewelry, automobiles, household furniture and furnishings, recreational equipment, and all personal effects used by me about my person or home shall be distributed in accordance with the most recent signed and dated list or statement which I have prepared, if any, indicating my wishes regarding the disposition of such property. Otherwise the property described in this Article shall be distributed to my husband, if he survives me. Otherwise the property described in this Article shall be

distributed as a part of the residue of my estate.

## **Article V** **Bequest For Spouse**

If my husband survives me by at least six months, I direct my Executor to set aside assets of my estate not otherwise specifically bequeathed or devised under this Will, in cash or in kind, having a value equal to the maximum federal estate tax marital deduction allowable to my estate; provided, however, that such amount shall be reduced by the amount, if any, that is required to increase my taxable estate, as finally determined for federal estate tax purposes, to the sum necessary to enable my Executor to utilize in full any and all credits, deductions and exclusions (except the marital deduction and except any state death tax credit) allowable in computing the federal estate tax in my estate, with the primary purpose being to eliminate federal estate tax and state death taxes upon my death. This shall not, however, be construed as a direction by me to exercise any election respecting the deduction of estate administration expenses, the determination of the estate tax valuation date, or any other tax election available under any tax laws. The assets so set aside shall be a fractional share and not a pecuniary amount and shall be valued as of the date selected by my Executor for valuation of those assets for federal estate tax purposes. The assets so set aside shall have an aggregate fair market value fairly representative of the appreciation or depreciation in the value, to the date or dates of each distribution, of all assets thus available for distribution.

If my husband survives me but dies within six months of the date of my death, I direct my Executor to set aside assets of my estate not otherwise specifically bequeathed or devised under this Will, in cash or in kind, having a value, as of the date selected by my Executor for valuation of those assets for federal estate tax purposes, equal to (i) one-half of the sum of my adjusted gross estate and the adjusted gross estate of my husband determined without regard to any property passing to him as a result of my death, (ii) reduced by the adjusted gross estate of my spouse (if greater than zero). The term "adjusted gross estate" as used herein shall mean the gross estate for federal estate tax purposes, including adjusted taxable gifts included in the determination of federal estate tax, reduced by any deductions allowable under Section 2053 and 2054 of the Internal Revenue Code, as amended.

There shall be subtracted from the amount determined above the aggregate value of any property qualifying for the marital deduction which is allowed for federal estate tax purposes by reason of interests in property, passing or which have passed to my husband otherwise than by the terms of this Article of my Will. Any asset which does not qualify for the marital deduction shall be excluded. The assets set aside shall be distributed to my husband, Henry P. Smith.

If my husband shall not survive me by at least six months or if my husband should disclaim all or any portion of this property, I direct that this property or the property so disclaimed shall pass as a part of the residue of my estate.

If my husband and I shall die simultaneously, or in circumstances that make it difficult to determine which died first, my husband shall be deemed to have survived me, and the provisions of this Will shall be construed upon that assumption, irrespective of any provisions of law establishing a contrary presumption or requiring survivorship for a fixed period as a condition of taking property by inheritance.

**Article VI**  
**Payment Of Taxes**

I direct that all inheritance, estate, succession, or other similar taxes against my taxable estate or the properties constituting it at the time of my decease or against the recipients thereof, including any taxes against or arising out of the transfer or receipt of assets which are not part of my estate subject to probate, shall be paid out of the balance of my estate remaining after compliance with the foregoing provisions of this Will. Such taxes shall not be charged against the respective beneficiaries, and my Executor shall not seek reimbursement from anyone therefor, except to the extent that my Executor has a right by reason of Sections 2207 or 2207A of the Internal Revenue Code to seek contribution or reimbursement for taxes resulting from the inclusion in my estate of property in which I have a qualified income interest for life or over which I have a power of appointment. To the maximum extent they are available, United States Treasury Bonds that can be redeemed at par for such purpose shall be used for the payment of any federal estate taxes paid pursuant to this paragraph.

**Article VII**  
**Bequest Of Residue**

I give, devise and bequeath the residue of my estate to the Sally A. Smith Family Trust (hereinafter sometimes called the Family Trust).

**Article VIII**  
**Sally A. Smith Family Trust**

I bequeath the assets of the Sally A. Smith Family Trust to my husband, Henry P. Smith and my children who have reached the age of majority, as Trustee, to be administered as follows:

A. After my death:

1. My Trustee shall pay to my husband, Henry P. Smith and my living children such sums from the income of this trust as my Trustee deems advisable for health, care, support, maintenance and education. Any income not distributed shall be added to principal.

2. My Trustee shall pay to my husband, Henry P. Smith and my living children such sums from the principal of this trust as my Trustee deems advisable for health, care, support, maintenance and education.

B. At the death of my husband my Trustee shall divide the Sally A. Smith Family Trust into equal shares so as to provide one share for each then-living child of mine and one share for the then-living descendants, collectively, of each deceased child of mine. The shares shall be administered as separate trusts as follows:

1. My Trustee shall pay to the child for which the share was established such sums from the income of this trust as my Trustee deems advisable for health, care, support, maintenance and education. Any income not distributed shall be added to principal.

2. My Trustee shall pay to the child for which the share was established such sums from the principal of this trust as my Trustee deems

advisable for health, care, support, maintenance and education.

3. As each of my children attains the age of 25 years, my Trustee shall distribute to him or her 33% in value of the principal and accumulated income of his or her trust. As each of my children attains the age of 30 years, my Trustee shall distribute to him or her 50% in value of the principal and accumulated income of his or her trust. As each child attains the age of 35 years, my Trustee shall distribute to the child for which the share was established the balance of principal and accumulated income then being held in his or her trust and the trust shall terminate. If a child of mine should die before receiving full distribution of his or her trust, the remainder of that child's trust shall be distributed per stirpes to his or her descendants, if any, or if none, per stirpes to my descendants. Each portion distributable to a child or other descendant of mine for whom a share of this Sally A. Smith Family Trust is being held shall be distributed to my Trustee of that share and become a part thereof. With respect to each share for the then-living descendants, collectively, of a deceased child of mine, my Trustee shall distribute that share per stirpes to those living descendants of said deceased child, limited only by the provisions hereinafter set forth in this Article.

C. No beneficiary shall have power to sell, assign, transfer, encumber, or in any manner to anticipate or dispose of any interest created by this Article. The right to principal and income created by this Article shall not be liable to be reached in any manner by the creditors of, or judgment holders against, any beneficiary. Nothing contained herein shall be construed to preclude any beneficiary's right to disclaim any interest.

D. My Trustee may, in its sole discretion, use income and principal of the share from which the beneficiary was receiving benefits to provide for the last illness, funeral, or other obligations of such beneficiary.

E. If one of my Trustees should fail or cease to act as Trustee, I direct that the remaining Trustee(s) shall continue to serve.

F. If my Trustee(s) should fail or cease to act as Trustee, I nominate and appoint, as successor Trustee, my bank, First National Bank, Indianapolis, Indiana.

G. If any share becomes distributable to a beneficiary who has not attained the age of 25 years, my Trustee shall retain possession of such share for the period that beneficiary is under the age of 25 years. My Trustee shall pay to the beneficiary such sums from the income and principal of that share as my Trustee deems advisable for his or her health, care, support, maintenance and education. Any income not distributed shall be added to principal. When the beneficiary attains the age of 25 years, my Trustee shall distribute the balance held to him or her. If a beneficiary should die before attaining the age of 25 years, the balance of his or her share shall be distributed upon his or her death per stirpes to his or her descendants, if any, or if none, per stirpes to my descendants.

#### **Article IX** **Trustee Powers**

I grant to my Trustee all powers necessary for the proper administration of each trust created by this Will, which shall be in addition to those powers provided by the

Indiana Probate Code. No power granted in this Article shall be exercised if the effect of its exercise is to disqualify any portion of the federal estate tax marital deduction. In extension but not in limitation of any power otherwise possessed by my Trustee, I grant to my Trustee, without the necessity of notice to or approval of any court or person, the following powers:

A. To sell, exchange, borrow, mortgage, lease, or otherwise dispose of any asset for terms within or extending beyond the term of the trust.

B. To borrow money from time to time for any purpose for the use and benefit of the trust estate, from any commercial banking institution, including Trustee's own commercial banking department, or from any other lending institution or agency, and to secure the loan or loans by a pledge or mortgage of the assets of the trust, and from time to time to renew such loans and give additional security.

C. To develop and subdivide any real property; to dedicate; to vacate; to sell on any terms; to grant options to purchase or lease; to donate, mortgage or pledge; to lease for any period of time, even extending beyond the term of the trust; to partition or to exchange property; to grant or release easements and interests; generally, to deal with any real property the same as I could have during my lifetime.

D. To purchase and pay premiums on life insurance policies on the lives of any beneficiaries of the trusts, and to retain and pay premiums on any insurance policies on the lives of them and others; to deal with such policies, including, but not limited to, changing them in regard to form, surrendering for cash, taking paid-up policies, and exercising every other right and privilege of a policy owner.

E. To hold the assets of the several trusts, shares or portions of trusts created by this Will as a single fund for joint investment and management without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trusts, shares, or portions need only be made on the books of my Trustee for accounting purposes.

F. To determine what is principal and what is income of any trust, and, in my Trustee's discretion, to allocate or apportion receipts and expenses between principal and income, except that all dividends paid in stock shall be considered principal; provided, however, that if my husband is acting as a co-Trustee of any Family Trust established hereunder, he shall not participate in any decision relating to allocations between principal and income made by my Trustee of that trust.

G. To delegate any of the powers granted in this Will, except those relating to discretionary distribution of income and principal, without liability for such delegation, and to employ agents.

H. To make payments to or for the benefit of a beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (1) directly to the beneficiary; (2) directly for the maintenance, welfare, and education of the beneficiary; (3) to the legal or natural guardian of the beneficiary; (4) to anyone who at the time shall have custody and care of the person of the beneficiary. My Trustee shall not be obliged to see to the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of my Trustee.

I. To retain any asset, expressly including stock in closely-held corporations which I may own at my death, regardless of whether it leaves a disproportionately large

part of my estate or trust estate invested in one type of property, and to receive from any source additional properties acceptable to my Trustee.

J. To make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, without the consent of any beneficiary, and to do so without regard to the income tax basis of specific property allocated to any beneficiary (including any trust) and without making pro rata distributions of specific assets.

K. If a trust becomes reduced in size where the continued administration of it becomes unduly expensive and not in the best interests of the beneficiaries, to distribute the balance of principal and accumulated income to the beneficiary or beneficiaries who are then entitled to receive income or principal, or, if any such beneficiary has not reached the age of twenty-one (21) years, to a custodian for such beneficiary under the Indiana Probate Code, and the trust as to that amount shall then terminate.

L. To pay all reasonable expenses and charges of the trust or trusts.

M. To continue, either as a going concern or for purposes of liquidation, without liability for errors in judgment, any business; to delegate duties, with requisite powers, to any employee, manager, or partner as my Trustee may deem proper without liability for such delegation except for my Trustee's own negligence; to elect Trustee, including the officers or employees of a corporate Trustee, as an officer or director of the business; to be compensated for its services directly by the business, estate, or trust; to use in the conduct of the business not only my capital investment therein but also additional capital out of my general estate or trust as my Trustee may deem proper; to borrow money and secure the loan not only with my interest in the business but also with any part of my estate or trust; to organize, either by itself or with others, a sole proprietorship, a corporation, or a partnership, either general or limited; to deposit securities with voting trustees; to vote stock for or against any proposition submitted at any stockholders' meeting, including charter renewals for any period of time; to sell or liquidate any business interest on such terms as shall be for the best interests of my estate and trusts; generally, to exercise with respect to the continuation, management, sale, or liquidation of any business interest all of the powers which I could have exercised during my lifetime.

N. To continue any farming operation which may be acquired by the trust, to operate any farm with hired labor, tenants, or sharecroppers, and to employ agents; to lease any farm for cash or a share of the crops; to acquire farm machinery, equipment, and livestock; to construct and improve buildings; to make or obtain loans at the prevailing rate of interest; to employ conservation practices; to manage any timber; in general, to perform such acts as my Trustee deems appropriate using such methods as are commonly employed by other farm owners in the community in which the farm property is located.

O. To invest and reinvest in such securities or other properties as persons of prudence, discretion and intelligence might purchase for themselves, whether or not authorized by law for the investment of trust funds, including, but not by way of limitation, real property or interests therein, corporate bonds and debentures, common and preferred stocks, investment company shares, participation in common trust funds, notes and mortgages.

P. To merge, without court action, any trust or trust share created under this or any other document, wherein the beneficiaries, distribution of income and principal,

ultimate method of distribution, and all other administrative terms and provisions are substantially similar. My Trustee may select the trust instrument under which the single resulting trust shall be administered; provided, however, that the trust instrument having the earliest termination date shall be the one so selected. The decision of my Trustee in this regard shall be conclusive on all parties in interest.

Q. To determine whether receipts shall constitute principal or income and whether expenses are properly chargeable to principal or income; provided, however, that all dividends paid in stock shall be considered principal and any capital gain dividends from investments in mutual funds, common trust funds or real estate investment trusts shall be deemed principal. Except as otherwise provided herein, my Trustee shall be governed in such determination by the provisions of the Principal and Income Act from time to time in force in the jurisdiction whose laws shall control the administration of the trust, or if there be no such act in force, by the Revised Uniform Principal and Income Act promulgated by the National Conference of Commissioners on Uniform State Laws, as then amended. In any instance not governed by any such Act, my Trustee is hereby authorized to determine what shall be charged or credited to income and what to principal, and the determination of my Trustee shall be conclusive upon all persons; provided, however, that any beneficiary who is acting as Trustee of a trust created hereunder shall not participate in any decision relating to allocations between principal and income made by my Trustees of that trust.

R. Notwithstanding anything to the contrary contained herein, no Trustee of any Family Trust established hereunder shall have the power to vote or act with respect to any discretionary distribution of net income and/or principal to himself or herself, or to any of his or her issue if such distribution may satisfy support obligations of the individual acting as Trustee; nor shall any Trustee of any such Family Trust have the power to vote or act with respect to any loans made to himself or herself, or to any of his or her issue if such loan may satisfy support obligations of the individual acting as Trustee. The majority decision of my Trustees qualified to act upon a matter shall bind the trust.

S. Regardless of any other provisions in this instrument, to participate in such action as may be required: (i) to convert the stock of any corporation, by consolidation, merger, purchase of assets or otherwise, into a Small Business Corporation as defined in the Internal Revenue Code; and (ii) upon the conversion of any such corporation into a Small Business Corporation or upon receipt by my Trustee of stock in any such corporation whose stock has already been converted into a Small Business Corporation, to preserve the election to be recognized as a Small Business Corporation as defined in the Internal Revenue Code, of any such corporation. Regardless of any other provisions in this instrument, in the event stock of a Subchapter S corporation is to pass to or be held by a trust created hereunder which does not qualify as a Qualified Subchapter S Trust under the terms of the Internal Revenue Code then in effect, such stock shall pass to an alternative Sub-S trust which trust shall have the same terms with the exception that any terms which then fail to comply with the requirements for a Qualified Subchapter S Trust shall be superseded by terms set forth in the Internal Revenue Code for such trusts. As an example, if more than one income beneficiary exists with respect to a particular trust or share, a separate and equal share shall be created for each eligible beneficiary. As a further example, if all of the income is not required to be distributed to the income beneficiary of such trust, such income will be required to be distributed to such beneficiary. Such alternative Sub-S trust will continue to exist even if, thereafter, it no longer owns stock of a Subchapter S corporation.

T. To hold any asset of the trust as a tenant in common and to place any

asset of the trust in a tenancy in common account.

U. To exercise, or refrain from exercising, any election available under any tax law.

### **Article X** **Executor**

I nominate and appoint my husband, Henry P. Smith as Executor of my estate. If my Executor should fail or cease to act as Executor, I nominate and appoint, as successor Executor, my children who have reached the age of majority. If my successor Executor should fail or cease to act as Executor, I nominate and appoint, as second successor Executor, my bank, First National Bank, Indianapolis, Indiana. If one of my Executors should fail or cease to act as Executor, I direct that the remaining Executor(s) shall continue to serve.

I give and grant to my Executor (including any successor) with respect to my estate, all powers, duties and discretion given and granted to my Trustee with respect to my trust estate, all of which shall be in addition to and not in limitation of those which my Executor otherwise would possess.

If the trust operations of the corporate Executor or Trustee are transferred to another corporation, the new corporation shall become successor Executor or Trustee without any action by any court or person.

In order to relieve my individual Executor or Trustee, if any, of detail in the administration of my estate and trust estate, I direct that my corporate Executor or Trustee, as the case may be, shall have custody and possession of the assets, shall handle all receipts and disbursements, and shall attend to all accounting to the beneficiaries and the court in my estate and trust estate.

No Executor or Trustee shall be liable or responsible for the acts or omissions of any other Executor or Trustee in which my Executor or Trustee sought to be held did not participate or concur.

### **Article XI** **Rule Against Perpetuities**

Unless otherwise terminated by the provisions of the trust, each trust created under this Will shall terminate twenty-one (21) years after the death of the last surviving beneficiary of said trust who shall be living at the time of my death. On such termination, the property held in that trust shall be distributed in the proportions and to the persons then entitled to the income or then entitled to have the income accumulated for their benefit.

### **Article XII** **Immediate Distribution**

If a part of my estate would upon receipt by a Trustee be distributable immediately to any beneficiary, notwithstanding any provision to the contrary, I direct such part of my estate shall be distributed directly by my Executor to said beneficiary.

**Article XIII**  
**Allocation Of Generation Skipping Exemption**

I hereby authorize my Executor or Trustee, in its sole discretion, to allocate any exemption for generation skipping transfers available to my estate or trust estate under Chapter 13 of the Internal Revenue Code, as amended, in such manner as it deems appropriate. My Executor or Trustee specifically may allocate such exemptions to inter vivos trusts as well as to testamentary trusts. Without limiting the discretion I have given to my Executor or Trustee, it is my preference that such allocation be made: first, pro rata to any transfers taxable under the federal generation skipping transfer tax at the time of my death; second, pro rata to any transfers made at the time of my death which will be taxable under the federal generation skipping transfer tax in the future; and third, pro rata to any transfers made at the time of my death which may be taxable under the federal generation skipping transfer tax in the future.

In the event that the aggregate value of the assets of my estate passing to a trust or trusts (other than a marital trust with respect to which no section 2652(a)(3) election has been made), the termination of which could be a taxable termination under the federal generation skipping transfer tax or distributions from which could be taxable distributions under the federal generation skipping transfer tax, exceeds the generation skipping transfer tax exemption available to my estate, I direct that, notwithstanding any other provision of this Will to the contrary, the assets of each such trust be held in separate shares as follows: An amount equal to the generation skipping transfer tax exemption allocated to the trust shall be placed in a separate share (hereinafter referred to as the "Exempt Share") and shall be held and distributed in accordance with the provisions of this Will which would otherwise be applicable to such trust. The balance of the trust shall be divided into additional separate shares (hereinafter referred to as the "Taxable Shares"), with one share provided for each child of mine and his or her lineal descendants. Each such Taxable Share shall provide for distributions during the life of each such child in accordance with the provisions of this Will which would otherwise be applicable to such trust and shall provide that the assets of each such share shall pass to the child for whom the trust is established if such child survives until the date of final distribution of the trust, but shall provide that upon the death of the child for whom the separate share is established the assets of such separate share shall pass to such child's estate.

In administering such separate shares, my Trustee may continue to hold the assets of the trust in one account and is not required to segregate such separate shares. My Trustee is further directed, to the extent practicable, to make distributions to any of my children pro rata from each Taxable Share and to make distributions to the lineal descendants of my children from the Exempt Share.

**Article XIV**  
**Final Taker**

If at any time before final distribution there shall not be in existence anyone who is, or who might become, entitled to receive benefits under the foregoing provisions of this Will, any portion remaining should be distributed as though I had then died intestate domiciled in the State of Indiana.

**Article XV**  
**Joint Tax Returns**

I authorize my Executor to file joint income or gift tax returns with my husband, and in my Executor's discretion to pay any part or all of the taxes, interest, or penalties in connection with such returns. The decision of my Executor in this regard shall be conclusive. When a choice is available whether deductions shall be taken for income or estate tax purposes, the decision of my Executor shall be conclusive. No adjustment of income and principal accounts need be made. The decision of my Executor as to the date which should be selected for the valuation of property in my gross estate for federal estate tax purposes shall be conclusive on all concerned.

**Article XVI**  
**Appointment Of Successor Trustee**

Any Trustee serving hereunder, including any successor Trustee appointed by a Trustee serving hereunder, shall have the power at any time to designate an individual or corporate Trustee to succeed it.

**Article XVII**  
**No Guardian Ad Litem**

To save expense and simplify procedure in my estate, I direct that no guardian ad litem or similar proceedings shall be required. Any fiduciary shall be released and relieved from any further responsibility or liability for its acts occurring during a period for which it has received the written approval of the adult beneficiaries. The parent, legal guardian, or conservator of a beneficiary may represent such beneficiary. Any notice to or action by such parent, legal guardian, or conservator shall be binding on such beneficiary, and have the same effect as if delivered to or executed by an adult or competent beneficiary.

**Article XVIII**  
**Beneficiary Disclaimer**

If any beneficiary should disclaim part or all of a distribution hereunder, the disclaimed property shall pass under the applicable provisions of this Will as though the disclaimant has died before distribution of such property.

**Article XIX**  
**Trustee Reports**

It is my desire that my Trustee hereunder be able to act efficiently and economically and with reasonable confidence and certainty in the administration of any trust created by this Will. In order to save time, unnecessary costs and expenses, and to avoid the publicity which a judicial settlement might entail, my Trustee of any trust hereunder is expressly exonerated from qualifying with and making reports or accountings, either interim or final, to any court, except as my Trustee may desire to do so, or as it may be required to do so by a court upon the application of an interested party for good cause shown.

However, my Trustee shall: (1) maintain records of the trust assets and its receipts and disbursements, which records shall be subject to inspection by any beneficiary hereunder at reasonable intervals and on reasonable notice and (2) render

an account of each trust created hereunder to the persons who may at that time be entitled to receive the income therefrom, and to such persons who at that time would be entitled to the principal thereof should the trust then terminate.

The account of my Trustee shall be rendered directly to such persons who are competent. As to a person who is under a legal disability, my Trustee shall render its account to his or her conservator, if any, or if none, to the person having custody of such person.

In furtherance of my previously expressed desire that my Trustee be able to act with certainty in the administration of the trusts imposed on it by the provisions of this Will, such account shall be final and binding as to all transactions shown therein, upon all persons (whether in being or not) who are then or may thereafter become interested in or entitled to share in either the income or principal of the trust, excepting only those persons who notify my Trustee in writing of their disapproval of such account within ninety days of the date of my Trustee's rendering such account to such persons.

**Article XX**  
**Disclaimer By Beneficiary**

Nothing contained herein shall be construed to preclude any beneficiary's right to disclaim any interest.

**Article XXI**  
**Definitions**

The provisions of this, my Will, shall be supplemented by, and when necessary shall be subject to, the following:

A. The plural expressions shall include the singular and the singular expressions shall include the plural and the context of this instrument shall be read accordingly when the facts require it.

B. Personal pronouns shall be taken to refer to the person or persons intended, regardless of number or gender, and the singular pronoun may be taken to express a plural pronoun when the facts require it.

IN WITNESS WHEREOF, I have signed this, my Will, this November \_\_\_\_\_, 2000.

\_\_\_\_\_  
Sally A. Smith

On this November \_\_\_\_\_, 2000, the foregoing instrument was in our presence signed and executed by Sally A. Smith, or at her direction and in her presence someone else signed the foregoing instrument in her name for her, or Sally A. Smith acknowledge her signature on the foregoing instrument as already made, and declared by her to us to be her Will, and at her request, in her presence, and in the presence of each other, we have subscribed our names as witnesses hereto.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

UNDER PENALTIES FOR PERJURY, we, the undersigned Testator and the undersigned witnesses, respectively, whose names are signed to the attached or foregoing instrument declare:

- (1) that the Testator executed the instrument as the Testator's Will;
- (2) that, in the presence of both witnesses, the Testator signed or acknowledged the signature already made or directed another to sign for the Testator in the Testator's presence;
- (3) that the Testator executed the Will as a free and voluntary act for the purposes expressed in it;
- (4) that each of the witnesses, in the presence of the Testator and of each other, signed the Will as a witness;
- (5) that the Testator was of sound mind when the Will was executed; and
- (6) that to the best knowledge of each of the witnesses the Testator was, at the time the Will was executed, eighteen (18) or more years of age or was a member of the armed forces or of the merchant marine of the United States or its allies.

Date: November \_\_\_\_\_, 2000

\_\_\_\_\_  
Sally A. Smith, Testator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address