

Revocable Living Trust Instructions

Read & review

Make sure you understand the document and ensure everything is correct.

Sign & notarize

Find a notary that is not related to you and not named in any of your estate planning documents.

Sign and date where required in the execution section while the notary watches.

Having witnesses sign is optional, but is recommended.

Have the notary complete the notary section and collect any additional signatures required.

Store in a safe place

The original signed copy is the most important and legally valid version, so keep it safe!

You may make copies to use when transferring bank accounts and other assets to the trust.

Notify family & successor trustees

Make sure your family and successor trustees know about the trust and where you store it.

Fund your Trust

Read & review the included *Trust Funding Guide*.

Re-title any specific assets you want to be controlled by the provisions and conditions outlined in your Trust.

Disclaimer

Trust & Will is not a law firm and does not provide legal advice. Trust & Will strives to ensure that all documents and services are complete and accurate, but they are not a substitute for the advice of an attorney. This is an important document and you are responsible for understanding this document, its effect, and whether it is appropriate for your situation.

Declaration of Trust for The Clovis & Stacie Trust

Revocable Living Trust

Declaration of Trust for The Clovis & Stacie Trust

We, Stacie Renee Clark and Clovis Clark, create this Declaration of Trust and declare the following:

Article 1:

Establishment of Trust

A. Family Information

Stacie Renee Clark and Clovis Clark are married.

Stacie Renee Clark has two children currently living: Sophie Renee Gessler and Paytra Renee Gessler.

Clovis Clark has two children currently living: Alexis A T Clark and Michael J Clark.

B. Creation of Trust

We, Stacie Renee Clark and Clovis Clark, create this trust to be known as The Clovis & Stacie Trust, referred to in this document as the "Trust."

Stacie Renee Clark and Clovis Clark are the Settlers of the Trust. Stacie Renee Clark and Clovis Clark may be referred to individually as a "Settlor" or together as the "Settlers."

Stacie Renee Clark and Clovis Clark are Co-Trustees of the Trust.

The Settlers reside in Arizona and intend the Trust to be valid under the laws of that state and under the laws of any state where the Trust or any other trust created by this document are administered. The terms of this document prevail over any provision of Arizona law, except any such provisions which are mandatory and may not be waived.

C. Property of the Trust

1. Trust Property:

The Trustees hold in trust all of the property described on the list of "Trust Property," attached as Exhibit A. Additional property may be transferred to and held in the Trust as Trust Property. Any person or entity may transfer any property to the Trust in any manner authorized by law, subject to the provisions of this document. Exhibit A may be amended to reflect additional property held in the Trust as Trust Property. Neither the addition of Trust Property nor the amendment of Exhibit A requires a formal amendment of the Trust.

All Trust Property shall be held, administered, and distributed pursuant to the terms of this document and any amendments to this document.

2. Character of Trust Property:

Except as otherwise specified in this Trust, the transfer of property to the Trust does not alone change the character of that property and all property transferred to the Trust will retain its characterization as community property, separate property, or quasi-community property.

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No Trust Property is held as joint tenancy or community property with right of survivorship. If any such property is transferred to the Trust, the right of survivorship will terminate and the property will become community property, if both Settlers held equal interests before the transfer, or separate property in the proportionate interests held by each Settler before the transfer, if the Settlers held unequal interests before the transfer.

Any characterization of Trust Property on Exhibit A is not intended to be a binding agreement between the Settlers regarding the characterization of that property as community property, separate property, or quasi-community property. The characterization of Trust Property on Exhibit A does not constitute an express declaration of transmutation or any intent to otherwise change the character of Trust Property. Any Trustee may rely on any characterization of Trust Property on Exhibit A until notified by an interested party that such characterization is incorrect or disputed.

D. Purposes of the Trust

The primary purposes of the Trust are to provide for the care and maintenance of the Settlers as long as either Settler is living; to provide instructions for and to facilitate the management of Trust Property if either Settler is unable to manage the Trust Property; to provide instructions for and to facilitate the transfer of Trust Property on the deaths of each Settler; and to provide opportunities and flexibility to minimize taxes, including taxes resulting from the death of each Settler.

E. Trustees

The following provisions regarding trustee succession apply to each trust created under this document.

1. Initial Trustees:

Stacie Renee Clark and Clovis Clark are the initial Co-Trustees of the Trust.

2. Successor Trustees:

If either Settler ceases to serve as Trustee due to death, resignation, incapacity, or any other reason, then the other Settler shall become the sole Trustee.

If both Settlers cease to serve as Trustee due to death, resignation, incapacity, or any other reason, then Paytra Renee Gessler shall become successor Trustee.

If Paytra Renee Gessler fails or ceases to serve as Trustee due to death, resignation, incapacity, or any other reason, then the vacancy shall be filled from the following list, in the order named:

Michael J. Clark

3. Power to Remove Trustees and Change Trustee Succession:

While both Settlers are living, the Settlers reserve the right to remove and replace any Trustee and the right to change the trustee succession order for any trust created under this document.

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After the death of one Settlor, the other Settlor reserves the right to remove and replace any Trustee and the right to change the trustee succession order for any trust created under this document.

After the death of both Settlers, the income beneficiaries of each trust created under this document have the power to remove and replace any Trustee of that trust. This power is exercisable by a majority in interest of the income beneficiaries of that trust.

The power to change the trustee succession order includes the power to designate one or more successor Trustees in the event that all successor Trustees named in this document fail or cease to serve as successor Trustee for any reason.

Article 2:

Trust While Both Settlers Are Living

While both Settlers are living, the Trust is revocable and shall be administered in the best interests of and for the benefit of the Settlers.

A. The Trust is a Grantor Trust

The Settlers intend the Trust to be a Grantor Trust pursuant to Section 671 to 677 of the Internal Revenue Code. Each Settlor will be treated as the owner of all of that Settlor's separate property and as the owner of one-half of all community property held in the Trust.

B. Each Settlor May Act for the Trust

While both Settlers are living, either Settlor may, while serving as Trustee, act for and on behalf of the Trust without consent of the other Settlor or any other Trustee.

C. Revocation, Amendment, and Restatement

While both Settlers are living, either Settlor may, without consent of the other Settlor, revoke this Trust, in whole or in part, with respect to the separate property of that Settlor and with respect to both halves of the community property of the Settlers. Upon revocation, any separate property subject to the revocation will be delivered to, or at the direction of, the Settlor owning that property. Upon revocation, any community property subject to the revocation will be delivered to, or at the direction of, both Settlers.

While both Settlers are living, the Settlers may, by joint action, amend or restate the terms of this Trust. Any revocation, amendment, or restatement must comply with the provisions of this Trust. No trust amendment is required to amend or update Exhibit A to reflect the property held in the Trust as Trust Property.

D. Adding or Removing Trust Property

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While both Settlers are living, either Settlor may add property to the Trust.

While both Settlers are living, either Settlor may remove that Settlor's separate property from the Trust. Any separate property removed from the Trust will be delivered to, or at the direction of, the Settlor owning that property.

While both Settlers are living, the Settlers may, by joint action, remove community property from the Trust. Any community property removed from the Trust will be delivered to, or at the direction of, both of the Settlers and will retain its character as community property.

E. Distributions of Income and Principal**1. Distributions of Community Property**

While both Settlers are living, the Trustee shall pay to, or for the benefit of, the Settlers all of the community property net income, in equal shares and at least quarterly. Any undistributed net income shall be added to the principal of the Trust.

While both Settlers are living, the Trustee may pay to, or for the benefit of, the Settlers as much of the community property principal as the Settlers request and any additional principal as the Trustee deems advisable.

Any distributions of community property shall be paid as community property.

2. Distributions of Separate Property

While both Settlers are living, the Trustee shall pay to, or for the benefit of, each Settlor all of that Settlor's separate property net income, at least quarterly. Any undistributed net income shall be added to the principal of the Trust.

While both Settlers are living, the Trustee may pay to, or for the benefit of, each Settlor as much of that Settlor's separate property principal as each Settlor requests and any additional principal as the Trustee deems advisable.

If one Settlor lacks the capacity to make requests for distributions of separate property principal, the other Settlor may make a request on behalf of the incapacitated Settlor and separate property principal may be distributed for the health, education, maintenance, and support of both Settlers. If both Settlers lack the capacity to make requests for distributions of separate property principal, the Trustee may make distributions of separate property principal as the Trustee determines to be appropriate for the health, education, maintenance, and support of the Settlers. The Trustee may consider other income and resources available to the Settlers, but is not required to do so.

F. Approval of Investment Decisions

The Trustee is not required to receive approval of the Settlers before making any investment decisions. Both Settlers may, jointly, review and change any investment decisions made by the Trustee with respect to community property held in the Trust. Either Settlor may, individually, review and change any investment decisions made by the Trustee with respect to that Settlor's separate property held in the Trust.

G. Powers of Appointment

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Each Settlor has a general power of appointment over any or all of the principal and undistributed income of that Settlor's separate property, one-half of the community property, and one-half of quasi-community property. This is a general power of appointment that may be exercised in favor of any appointee, including the appointing Settlor or the estate of the appointing Settlor.

Article 3:

Trust After the Death of One Settlor

This Article applies after the death of the first Settlor to die ("Deceased Settlor") while the survivor of the Settlers ("Surviving Settlor") is still living.

Upon the death of the Deceased Settlor, the portion of the Trust Property belonging to the Deceased Settlor ("Deceased Settlor's Property") and the portion of the Trust Property belonging to the Surviving Settlor ("Surviving Settlor's Property") will be allocated and distributed pursuant to this Article.

A. Administrative Trust

Upon the death of the Deceased Settlor, the Trust will become irrevocable with respect to the administration and distribution of the Deceased Settlor's Property.

After the death of the Deceased Settlor, the Trustee may continue to hold and administer the Deceased Settlor's Property and the Surviving Settlor's Property together in a single administrative trust ("Administrative Trust") for as long as the Trustee deems reasonably necessary to administer the Trust. In determining the period reasonable for maintaining the Administrative Trust, the Trustee may consider the payment of taxes, debts, and expenses and the retention of a reserve for other liabilities.

During the term of the Administrative Trust, the Trustee shall pay the entire net income of the Administrative Trust to the Surviving Settlor.

B. Surviving Settlor's Property

The Surviving Settlor's Property includes the Surviving Settlor's separate property, one-half of the community property, one-half of quasi-community property, and any other portion of the separate property of the Deceased Settlor that the Surviving Settlor would be entitled to receive due to the Deceased Settlor's death, pursuant to applicable law.

The Trustee shall distribute the Surviving Settlor's Property to the Trustee of the Survivor's Trust, described below. If the Survivor's Trust is the only trust created as a result of the death of the Deceased Settlor, any transfers to the Survivor's Trust may be made without any change of title.

C. Deceased Settlor's Property

The Deceased Settlor's Property includes all Trust Property other than the Surviving Settlor's Property.

Declaration of Trust for The Clovis & Stacie Trust**1. Portion of Deceased Settlor's Property Appointed by Power of Appointment**

If the Deceased Settlor has, pursuant to the terms of this Trust, exercised a power of appointment over any portion of the Deceased Settlor's Property, then the Trustee shall distribute that appointed portion of the Deceased Settlor's Property in accordance with the power of appointment.

2. Portion of Deceased Settlor's Property Not Appointed by Power of Appointment

The Trustee shall distribute to the Trustee of the Survivor's Trust, described below, any portion of the Deceased Settlor's Property that is not effectively appointed by a power of appointment.

Article 4:

The Survivor's Trust

A. Creation of the Survivor's Trust

The Survivor's Trust is established after the death of the Deceased Settlor. The Survivor's Trust will hold all property transferred to the Survivor's Trust ("Survivor's Trust Property"), including the Surviving Settlor's Property and any portion of the Deceased Settlor's Property that is distributed to the Survivor's Trust. The Survivor's Trust may also hold additional property added to the Trust after the death of the Deceased Settlor.

B. Revocation, Amendment, and Restatement of the Survivor's Trust

The Survivor's Trust may be revoked, in whole or in part, by the Surviving Settlor. Upon revocation, the Survivor's Trust Property shall be delivered to, or at the direction of, the Surviving Settlor. The Survivor's Trust may be amended or restated by the Surviving Settlor. Any revocation, amendment, or restatement, must comply with the provisions of this Trust.

C. Marital Share of the Survivor's Trust

If any of the Deceased Settlor's Property is allocated to the Survivor's Trust due to the death of the Deceased Settlor, that property shall be held in a separate share of the Survivor's Trust ("Marital Share of the Survivor's Trust").

The Marital Share of the Survivor's Trust is intended to keep the Deceased Settlor's Property and any accumulated income separate from the balance of the Survivor's Trust in order to qualify as a designated beneficiary under qualified retirement plans and to prevent disqualification for the federal estate tax marital deduction under Section 2056 of the Internal Revenue Code.

The Marital Share of the Survivor's Trust will be administered and distributed in the same manner as the Survivor's Trust, except that the Surviving Settlor may not amend the terms of the Survivor's Trust as they apply to the Marital Share of the Survivor's Trust and distributions made from the Marital Share of the Survivor's Trust while the Surviving Settlor is living may only be made to or for the benefit of the Surviving Settlor.

The Surviving Settlor may direct that any or all assets held in the Marital Share of the Survivor's Trust be distributed to the Survivor's Trust.

D. Power of Appointment

The Surviving Settlor has a general power of appointment over any or all of the principal or undistributed income of the Survivor's Trust.

This is a general power of appointment that may be exercised in favor of any appointee, including the Surviving Settlor or the estate of the Surviving Settlor.

E. Distributions While Surviving Settlor is Living

While the Surviving Settlor is living, the Trustee of the Survivor's Trust shall pay to, or for the benefit of, the Surviving Settlor as much of the net income and principal of the Survivor's Trust as the Surviving Settlor requests and any additional income or principal as the Trustee deems advisable for the health, education, maintenance, and support of the Surviving Settlor.

If the Surviving Settlor lacks capacity to make requests for distributions, the Trustee may make distributions of income or principal as the Trustee determines to be appropriate for the health, education, maintenance, and support of the Surviving Settlor. The Trustee may consider other income and resources available to the Surviving Settlor, but is not required to do so.

F. Distributions On Death of Surviving Settlor

After the death of the Surviving Settlor, if the Surviving Settlor has, pursuant to the terms of this Trust, exercised a power of appointment over any portion of the Survivor's Trust Property, then the Trustee shall distribute that appointed portion of the Survivor's Trust Property in accordance with the power of appointment.

After the death of the Surviving Settlor, any portion of the Survivor's Trust Property that is not effectively appointed by a power of appointment shall be distributed pursuant to the provisions of Article 6.

Article 5:**The Disclaimer Trust****A. Creation of the Disclaimer Trust**

The Surviving Settlor may disclaim any or all of the Deceased Settlor's Property that is distributable to the Surviving Settlor or the Survivor's Trust. The Surviving Settlor may also disclaim any or all property that may be added to the Survivor's Trust after the death of the Deceased Settlor. If the Surviving Settlor makes a disclaimer, or if the personal representative of the Surviving Settlor makes such a disclaimer on behalf of the Surviving Settlor after the death of the Surviving Settlor, then the Disclaimer Trust will be established and the property subject to the disclaimer ("Disclaimer Trust Property"), will be distributed to the Disclaimer Trust.

B. Distributions While Surviving Settlor is Living

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While the Surviving Settlor is living, the Trustee of the Disclaimer Trust shall pay to the Surviving Settlor all of the net income of the Disclaimer Trust at least quarterly. The Trustee of the Disclaimer Trust may also pay principal to the Surviving Settlor as the Trustee deems advisable for the health, education, maintenance, and support of the Surviving Settlor. The Trustee may consider other income and resources available to the Surviving Settlor, but is not required to do so.

C. Disclaimer of Income Interest

The Surviving Settlor may disclaim any or all of the income distributions required to be made from the Disclaimer Trust and any undistributed net income shall instead be added to the principal of the Disclaimer Trust.

The Trustee of the Disclaimer Trust may still pay principal to the Surviving Settlor as the Trustee deems advisable for the health, education, maintenance, and support of the Surviving Settlor. The Trustee may consider other income and resources available to the Surviving Settlor, but is not required to do so.

D. Disclaimer of Entire Interest

The Surviving Settlor may disclaim all interest in the principal and income of all or any portion of the Disclaimer Trust. Any property subject to such a disclaimer will be distributed as provided below as if the Surviving Settlor had died immediately after the Deceased Settlor.

E. Distributions On Death of Surviving Settlor

After the death of the Surviving Settlor, any assets remaining in the Disclaimer Trust shall be distributed pursuant to the provisions of Article 6.

Article 6:**Distributions After Death of Surviving Settlor**

Any portion of Survivor's Trust Property and any portion of the Disclaimer Trust Property subject to the provisions of this Article ("Residue") shall be distributed as follows:

A. Specific Gifts

The Trustee shall distribute the following items to the persons whose names appear next to each item:

To Sophie R Gessler: Fidelity Life Ins Policy \$250,000

To Paytra R Gessler: Fidelity Life Ins Policy \$250,000

Any Death Taxes and reasonable delivery costs shall be paid from the balance of the Residue, described below. If any item listed above is not part of the Residue, then that gift shall fail. If any person named above does not survive the Settlor, then the gift to that person shall lapse and be distributed with the balance of the Residue, as described below.

B. Balance

The balance of the Residue, including any undistributed portion of the Residue and any lapsed gifts, shall be distributed to the Descendants of the Settlers, per stirpes

Article 7:**Distributions to Protected Beneficiaries**

If any distribution may be made to a beneficiary who is under the age of 18 or who is, in the opinion of the Trustee, unable to manage the beneficiary's own finances (a "Protected Beneficiary"), the Trustee may make the distribution as provided in this Article.

A. Distribution Methods

Any distribution to a Protected Beneficiary may be made entirely or partly in any of the following methods, as determined by the Trustee.

1. Outright Distribution

The Trustee may make the distribution outright to the Protected Beneficiary.

2. Indirect Distribution

The Trustee may make the distribution to any guardian, conservator, parent, or other person responsible for the care of the Protected Beneficiary; to any person or entity as custodian for the Protected Beneficiary under the Uniform Transfer to Minors Act or similar statute; to any other person or entity for the benefit of the Protected Beneficiary; or to any agent or attorney in fact acting for the Protected Beneficiary under a valid durable power of attorney.

3. Trust Distribution

The Trustee may hold and administer the distribution in a separate trust for the benefit of the Protected Beneficiary, subject to the terms provided in this Article.

B. Trust for Protected Beneficiaries

Any distributions held in trust for a Protected Beneficiary are subject to the following provisions.

1. Name of Trust

Any trust created to hold distributions for a Protected Beneficiary shall be known as the "Trust for [Name of Protected Beneficiary]."

2. Distributions of Income

The Trustee shall pay to or for the benefit of the Protected Beneficiary all of the net income of that trust at least quarterly. If the Trustee determines that any income is not needed for the health, education, maintenance, or support of the Protected Beneficiary, the Trustee may instead accumulate the income and add it to the principal of the trust.

3. Distributions of Principal

The Trustee may pay principal to the Protected Beneficiary for the health, education, maintenance, and support of the Protected Beneficiary, if the Trustee determines that the other income and resources known by the Trustee to be available to the Protected Beneficiary are insufficient.

At such time as the Current Beneficiary is no longer a Protected Beneficiary, the Trustee may distribute the remaining principal and undistributed income from the trust pursuant to any of the distribution methods provided in this Article.

4. Power of Appointment

The Protected Beneficiary has a general power of appointment over any or all of the principal or undistributed income of the trust. This is a general power of appointment that may be exercised in favor of any appointee, including the Protected Beneficiary or the estate of the Protected Beneficiary. This power may be exercised by the Protected Beneficiary or any guardian, conservator, parent, or attorney in fact acting for the Protected Beneficiary.

5. Death of Protected Beneficiary

If the Protected Beneficiary dies before final distribution of the trust, the trust shall terminate and any remaining principal and undistributed income from the trust shall be distributed as follows:

If the Protected Beneficiary has, pursuant to the terms of this Trust, exercised a power of appointment over any portion of the trust, then the Trustee shall distribute that appointed portion of the trust in accordance with the power of appointment.

The Trustee shall distribute any portion of the trust that has not been effectively appointed to the surviving descendants of the Protected Beneficiary, per stirpes. If there are no surviving descendants of the Protected Beneficiary, the Trustee shall distribute any portion of the trust that has not been effectively appointed to the heirs of the Protected Beneficiary, as determined pursuant to applicable law. Any such distribution may be made subject to the provisions of this Article.

Article 8:

Provisions Regarding Distributions

The provisions of this Article apply generally to any distributions permissible by the terms of this document.

A. Interest on Pecuniary Amounts

If any beneficiary is entitled to receive a pecuniary amount, the beneficiary is entitled to receive interest on delayed distribution, as required by applicable law.

B. Undistributed Income

Any income that is not subject to a provision regarding the distribution or accumulation of income shall be accumulated and added to principal.

C. Non-pro Rata Distributions

The Trustee may divide or sell Trust Property to make distributions. The Trustee may make distributions pro rata or non-pro rata, in cash or in kind, in undivided interests, or in any combination of these ways.

The Trustee may divide community property and quasi-community property by pro rata division in each asset, by a non-pro rata division based on the aggregate theory of community property, or partly in each way.

D. Delayed Distributions

The Trustee may delay dividing or distributing assets as the Trustee deems necessary to determine and provide for the payment of any taxes, claims, or other liabilities against Trust Property. During such delay, the Trustee may distribute net income or accumulate the net income and pay the accumulated net income upon resolution of any taxes, claims, or liabilities.

The power to delay division and distribution of assets only affects the timing of distribution and does not delay the vesting of any interests. The Trustee may not delay a distribution if such delay would result in the loss of the federal estate tax marital deduction under Section 2056 of the Internal Revenue Code or any other deduction for federal estate tax purposes.

E. Restrictions on Discretionary Distributions to Self

If any person, as Trustee of any Trust, has the discretionary power to make distributions of income or principal to that person, as beneficiary of that Trust, then that person may only exercise such discretionary power for the health, education, maintenance, or support of that person.

If there are multiple Trustees, this limitation does not apply to any Trustees who are not also permissible beneficiaries. If there are no Trustees who are not also permissible beneficiaries, any interested party may petition a court of competent jurisdiction to appoint an independent Trustee who may exercise the discretionary power.

The limitations of this section do not apply to the Settlers and do not limit the ability of any individual to exercise any power of revocation.

F. Restrictions Regarding Support Obligations

No individual may, independently or with any others, exercise any discretionary power provided under this document in a way that results in the discharge of any obligation of that individual to support any other person. This restriction does not limit the ability of an individual to exercise any power of revocation.

G. Death Taxes

Except as otherwise provided in this document, any taxes imposed due to the death of a Settlor by any federal, state, or local tax authority, including any estate, inheritance, gift, or generation-skipping transfer taxes (collectively, "Death Taxes") may be paid by the Trustee and charged to, prorated among, or recovered from the Trust Property or the persons entitled to benefit of the property, as provided under applicable law and by the Internal Revenue Code. Any increase in Death Taxes due to a qualified disclaimer shall be charged to and paid from the disclaimed property.

Death Taxes may not be allocated to or paid from any assets that are not included in the gross estate for federal estate tax purposes of the Settlor whose death results in the Death Taxes; any assets that qualify for the federal estate tax marital deduction under Section 2056 of the Internal Revenue Code; or any assets that qualify for the federal estate tax charitable deduction, unless there are no other assets available to pay Death Taxes.

Article 9:

Provisions Regarding the Trustee

A. Resignation, Removal, and Succession

Any Trustee may resign by providing written notice to each person who is entitled to receive an accounting of the Trust and to any other Trustee of the trust from which the resigning Trustee is resigning. If there are no persons entitled to receive an accounting of the Trust, the notice may be provided to each beneficiary who may receive distributions of income from that trust.

Any Trustee may be removed in accordance with applicable law.

If one Settlor is incapacitated, the other Settlor may remove the incapacitated Settlor. If both Settlers are incapacitated, each Settlor may be removed as Trustee by a majority of that Settlor's Children.

If any Trustee is a corporate Trustee, that corporate Trustee may be removed and replaced with another corporate Trustee if a majority of the current income beneficiaries determine it will result in a material reduction of fees.

If any sole Trustee is temporarily incapacitated or otherwise unable to carry out the responsibilities of the Trustee, then the next successor Trustee shall be empowered to serve as Trustee, but only until the prior Trustee resumes the ability to carry out the responsibilities of Trustee.

B. Delegation

The Trustee may hire agents and delegate duties and powers, other than discretionary distribution powers, if the Trustee determines that delegation is in the best interests of the Trust and the current beneficiaries. The Trustee shall exercise reasonable skill, care, and caution, in exercising this power.

C. Co-Trustees

If there are Co-Trustee of any trust, the Co-Trustees may act by majority decision. The Co-Trustees may agree in writing to allow one or more of the Co-Trustees to execute documents, transact business, and act on behalf of the Trust.

D. Trustee Powers

Any Trustee shall have the following powers, in addition to any powers granted by applicable law, and is authorized to exercise the following powers to carry out the administration of the trust.

1. General Powers

Each Trustee has all powers granted by applicable law. Any Trustee may take any actions that a prudent person would take to carry out the administration of any trust created under this document.

2. Investment Powers

The Settlers intend to provide each Trustee with broad powers free from limitation with respect to investment and management of property. Any Trustee may perform any act that a prudent investor would take with respect to investing Trust Property.

If Trust Property includes any investments or assets the Trustee would not be able to invest in or hold as a prudent investor, the Trustee may continue to hold and manage such property without limitation.

3. Uniform Trust Code

Each Trustee is vested with all powers provided by state law and all powers provided by the Uniform Trust Code, as amended, regardless of whether or not those powers are provided by applicable state law. The Settlers intend each Trustee be subject to the provisions of the Uniform Trust Code, as amended, related to Trustee powers.

4. Specific Powers

Without limiting any of the provisions of this Article, the Trustee has the power to do the following:

- Make loans from Trust Property to any person or entity, including a beneficiary, as the Trustee deems advisable;
- Pledge or encumber Trust Property in any way and enter into, negotiate, and modify the terms of any agreement related to a loan or encumbrance;
- Sell Trust Property and enter any mortgage, deed of trust, or other agreement;
- Borrow money as the Trustee deems advisable;
- Purchase, hold, execute, or cancel, or deal with in any way, any insurance policies, including life insurance, health insurance, disability insurance, or other type of insurance;
- Invest Trust Property in every kind of property and investment permitted by the Uniform Prudent Investor Act and the power to diversify investments and allocate investments between income producing and non-income producing assets;
- Manage Trust Property, including real property, as if the Trustee were the owner, including the power to make repairs, alterations, or improvements;

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- Retain advisors and professionals, including accountants, lawyers, investment advisors, or other professionals who provide services the Trustee determines to be appropriate for the Trust;
- Take any actions permitted by law with respect to banking and financial accounts, including depositing and holding funds in accounts, entering into any agreements with banks or financial institutions, and any other action permitted by law;
- Combine or divide trusts;
- Appoint authorized signers as the Trustee deems advisable;
- Make tax elections, execute and file tax returns, and pay taxes; and
- Execute documents of any type as the Trustee deems advisable to administer any trust.

E. Trustee Duties

Unless expressly provided by this document, the Trustee has all of the duties imposed by applicable law. The Trustee is subject to any applicable duties to report and account to those entitled to receive an accounting, to give notice and copies of this document to those entitled to receive a copy, and to invest and manage investments subject to the duties of the Uniform Prudent Investor Act.

The Trustee has a duty to accept additions to the Trust. The Trustee may refuse to accept any addition if accepting the addition would significantly expand or alter the Trustee's duties. The Trustee may refuse to accept any addition from anyone other than the Settlers if accepting the addition would create a substantial risk of liability to the Trustee or to the Trust.

The Trustee is subject to a duty of loyalty. However, the Trustee may take the following actions, if the Trustee acts in good faith and considers the action appropriate for the administration of the Trust:

- Lend the Trustee's funds to the Trust at appropriate interest rates and receive security for any such loan;
- Purchase or rent property from the Trust or sell or rent the Trustee's property to the Trust at fair market value;
- Obtain or hold any interests in any property in which the Trust also has an interest;
- If the Trustee is a corporate Trustee, obtain or hold any stock in the corporate Trustee or in any affiliate or subsidiary;
- Enter into transactions with any relative or affiliate of the Trustee, including hiring or retaining the services of such relative or affiliate; and
- Hold property of separate trusts without division, segregation, or separate titling, but the Trustee must keep adequate records to identify the property and income attributed to each trust.

The Trustee may take any action directed by either Settlor in writing.

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If there are Co-Trustees, each Co-Trustee has a duty to participate in the administration of the Trust unless the Co-Trustee is temporarily unable to do so. Each Co-Trustee has a duty to take reasonable actions and exercise reasonable care to prevent another Co-Trustee from committing a breach of trust and to compel another Co-Trustee to mitigate the consequences of any breaches of trust.

A successor Trustee has no duty to investigate the accountings or actions of any prior Trustee unless such an investigation is demanded in writing by a beneficiary.

F. Compensation and Expenses

The Trustee is authorized and entitled to reasonable compensation, as provided under applicable laws. The Trustee is entitled to reimbursement for reasonable expenses incurred.

Article 10:**General Provisions Regarding Administration of Trust**

Except as otherwise provided in this document, the provisions of this Article apply to the administration of any trust created under the terms of this document.

A. Debts and Expenses**1. Deceased Settlor**

The Trustee may pay from the Trust Property the funeral and last illness expenses of the Deceased Settlor. Any payments made for these purposes shall be allocated to and charged to property in the gross estate of the Deceased Settlor for federal estate tax purposes.

The Trustee may pay from the Trust Property any debts of the Deceased Settlor, the Surviving Settlor, or both Settlers that would be properly payable by the Deceased Settlor's probate estate if the Trust Property were included in the Deceased Settlor's Probate estate and a timely creditor claim was filed.

The Trustee may pay from the Trust Property any necessary and proper expenses of administering the Deceased Settlor's probate estate.

Any payment made pursuant to this Article shall be allocated to and charged to the community property and separate property of each Settlor, as provided by applicable law. The Trustee shall take any action necessary to recover from the Surviving Settlor or the Survivor's Trust for any amounts paid that are chargeable to the Surviving Settlor's Property.

2. Surviving Settlor

The Trustee may pay from the Survivor's Trust Property the funeral and last illness expenses of the Surviving Settlor.

The Trustee may pay from the Survivor's Trust Property any debts of the Surviving Settlor that would be properly payable by the Surviving Settlor's probate estate if the Survivor's Trust Property were included in the Surviving Settlor's Probate estate and a timely creditor claim was filed.

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The Trustee may pay from the Trust Property any necessary and proper expenses of administering the Surviving Settlor's probate estate.

3. Limitations

The Trustee shall not pay any Death Taxes, debts, or expenses of either Settlor or the probate estate of either Settlor with the proceeds of any retirement plan, life insurance, or other property received by the Trust in accordance with any beneficiary designation, unless that property would have been liable for such payment had the property not passed to the Trust.

B. Exercise of Power of Appointment

Any power of appointment created under this Trust may be exercised by delivering to the Trustee a signed, dated, and written instrument that refers to this Trust and the specific power being exercised. To the extent permitted by applicable law, the Trustee may give effect to and distribute property in accordance with an exercise of power of appointment made by Will or codicil without requiring probate of such document, if probate would not otherwise be required.

C. Manner of Revocation or Amendment

Any revocation or amendment of all or any portion of any trust must be in writing, signed and dated by the Settlor or the Settlor taking the action or, if permitted by valid power of attorney, signed by the attorney-in-fact acting under power of attorney for the Settlor or the Settlor taking the action. The written instrument must be provided to all current Trustees of any trust affected by the action, other than the Settlor.

D. Spendthrift Trust

Trusts created under this document are spendthrift trusts and the interest of any beneficiary in the income or the principal of any trust created under this document is not subject to voluntary or involuntary transfer or transfer before payment or delivery of that interest by the Trustee.

E. Maximum Term for Trusts

Unless terminated earlier pursuant to the provisions of this document, each trust created by this document or by power of appointment given by this document will terminate at the latter of: a) 21 years after the death of the last living descendant of the maternal and paternal grandparents of the Settlor who is living at the death of the Deceased Settlor; or b) the date which is the maximum period allowed for a trust to exist under then-applicable law.

In determining the maximum period allowed for a trust to exist under then-applicable law, the Settlor intends that the Rule Against Perpetuities not apply to this document, each trust created by this document, or each power of appointment given by this document. The power of the Trustee to sell, mortgage, or lease Trust Property extends beyond any perpetuities limitations period.

Upon termination of any trust pursuant to this Section, any property held in the terminated trust will vest in and be distributed to the persons then entitled to the income from such terminated trust, in the same proportion as their interest in the net income. If no beneficiaries are then entitled to the income from such terminated trust, then any property held in the terminated trust will vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of the trust's net income, in equal shares.

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The termination provisions of this Section shall not apply to any trusts for which there is no applicable limitation or restriction on the permissible duration of the trust.

F. Children and Descendants

References to a "Child" or "Children" of a person are references to the living children of that person, to any children subsequently born to that person, and to any children adopted by that person in a legal proceeding valid in the jurisdiction, domestic or foreign, in which it occurred. References to "Descendants" of a person are references to the Children of that person and the descendants of that person in any degree.

A legally adopted person in any generation and that person's descendants, including adopted descendants, have the same legal rights and shall be treated in the same manner as natural children or descendants of the adopting parent, if the adopted person is legally adopted before turning 18 years old. A fetus in utero that is later born alive will be considered a person in being during the period of gestation. The inclusion of any person as a Child or a Descendant shall not be limited or affected by the fact that such person is born out of wedlock or is related by half-blood.

G. Disinheritance

The Settlers have intentionally and with full knowledge of the consequences omitted and not provided in this document for any persons, descendants, or heirs that are not named or described in this document, whether known or unknown to the Settlers. The Settlers have made no contracts or agreements obligating the Settlers to leave any gifts to any person and, except as provided in this document, the Settlers expressly disinherit any person, and the descendants of any such person, who claims otherwise.

H. No-Contest Clause

Any beneficiary of this Trust shall be treated as if that beneficiary had predeceased both Settlers without leaving any surviving descendants if that beneficiary, alone or with any other person, contests the validity of all or any portion this document or does any of the following without probable cause:

- Contests the validity of all or any portion of this document, all or any portion of the Wills or codicils of the Settlers, any beneficiary designations made by one or both Settlers, any exercises of any Power of Appointment given to either Settlor under this document (collectively, "Estate Planning Documents"), or any amendments to Estate Planning Documents;
- Contests the validity of all or any portion of any Estate Planning Document due to a lack of due execution or by alleging that any Estate Planning Document has been revoked;
- Seeks a judicial determination that any Estate Planning Documents are invalid or the product of fraud, forgery, undue influence, menace, duress, or a lack of capacity;
- Seeks a judicial determination to change the characterization of any Trust Property;
- Files a suit against one or both Settlers, any Trustee, or any trust, related to any creditor claim in the probate estate of either Settlor after that creditor claim has been presented and rejected;

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- Takes any other action to divest or divert any interest created by or controlled by this document or any Estate Planning Document, whether vested or contingent, present or future.

The Trustee is authorized and empowered to defend any violation of this Section or other contest or attack on this Trust, at the expense of the Trust. If any portion of this Section is deemed unenforceable under applicable law, for any reason, then the Trustee is authorized to enforce this Section to the maximum extent permitted by applicable law.

If any purported beneficiary contests the validity of all or any portion of this document or does any of the acts listed above without probable cause, then any benefits provided to such purported beneficiary shall be voided and any property that would otherwise pass to such purported beneficiary will instead be distributed with the Residue pursuant to Article 4. If such purported beneficiary is a member of any class to which distributions may be made pursuant to Article 4 or any other Article of this document, such purported beneficiary and the heirs and descendants of such purported beneficiary will cease to be included as a member of any such class.

I. Remote Contingent Distribution

If, at any time, there is no person or entity qualified to receive distribution of any portion of the Trust Property, then such portion of the Trust Property shall be distributed one-half to those persons who would inherit it had Stacie Renee Clark died intestate owning the property, and one-half to those persons who would inherit it had Clovis Clark died intestate owning such property, all as determined and in the proportions provided by applicable laws then in effect.

J. Survivorship

If any beneficiary dies within thirty days after the death of a Settlor, that beneficiary shall be presumed to have predeceased that Settlor for purposes of distributions, gifts, powers of appointment, and other transfers of property. This presumption does not apply for purposes of trustee succession.

K. Applicable Law

This document shall be construed in accordance with the laws of the State of Arizona, as amended from time to time.

L. Construction

All Articles, Sections, Paragraphs, and provisions of this document shall be construed in context and with regard to the headings and the relevant subjects and topics. This document shall be construed in order to carry out ordinary estate planning objectives.

M. Homestead Occupancy Right - Qualifying Trust

Each beneficiary for whom a trust is created under this document shall have a Homestead Occupancy Right as to his or her trust. For this purpose, a "Homestead Occupancy Right" as to a trust means the right to use, possess, and occupy the property as a principal residence, abode, or dwelling (rent-free and without charge except for taxes and other costs or expenses as may be specified elsewhere in this document) any residential property held in the trust that is located in a state that recognizes residential homestead. The right is intended to qualify as a residential homestead under the applicable state's law and lasts for life or until the trust terminates or is revoked (as to the property).

N. Conduit Trusts for Qualified Plans

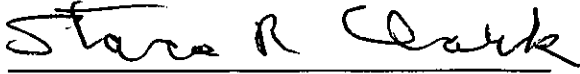
If a trustee under this instrument is designated as the beneficiary of any plan, account, or another asset subject to the Required Minimum Distribution rules of Section 401(a)(9) of the Internal Revenue Code ("qualified plans"), then:

- This instrument establishes a separate plan benefits trust for each beneficiary of a trust created under this instrument.
- The plan benefits trust is substituted to the extent of the beneficiary's interest in qualified plans under any trust in this instrument.
- The trustee of the plan benefits trust may, in the trustee's sole discretion, withdraw any amounts from qualified plans in any way permitted by law.
- All plan benefits distributed to the trustee must immediately be distributed to the beneficiary of the plan benefits trust if the beneficiary is living.
- If a beneficiary dies before their plan benefits trust is entirely distributed, then the plan benefits trust will terminate and be distributed as described in the "Death of Current Beneficiary" or "Death of Protected Beneficiary" provisions of this instrument.

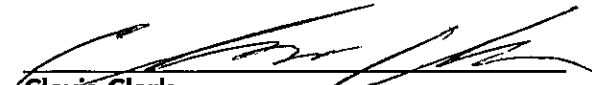
Declaration of Trust for The Clovis & Stacie Trust

Execution

We, the Settlers, sign our names to this document and declare that we execute it willingly, as our free and voluntary act for the purposes therein expressed. We are at least eighteen years of age, of sound mind and memory, and under no duress, restraint, constraint, or undue influence.


Stacie Renee Clark

11.14.2023
Date


Clovis Clark

11-14-2023
Date

Declaration of Trust for The Clovis & Stacie Trust

Notary

State of Arizona

County of Pinal

On this 14 day of November, 2023, before me, the undersigned notary, personally appeared Stacie R. Clark and Clovis Clark, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the foregoing instrument and acknowledged he or she signed the foregoing instrument.

In witness whereof I hereunto set my hand.

Gwendolyn Alice Hayes

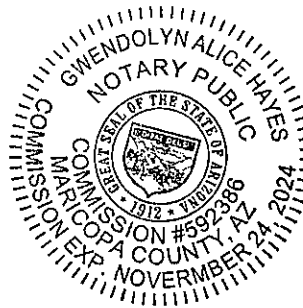
Signature of Notary Public

Gwendolyn Alice Hayes

Printed Name of Notary Public

My Commission expires 11-24-2024

(Seal)



Declaration of Trust for The Clovis & Stacie Trust

Witnesses

We, the undersigned witnesses to execution of this Trust by Stacie Renee Clark and Clovis Clark, as Settlers, under penalty for perjury, state that, on the date written below, the Settlers asked us to witness the execution of this document and then signed this document in our sight and presence. We believe, to the best of our knowledge that the Settlers are more than 18 years of age; of sound mind and memory; and competent, acting freely and voluntarily without any restraint, duress, constraint, menace, fraud, misrepresentation, or undue influence. At the request of the Settlers, and in the presence of the Settlers and each other, we subscribe our names as witnesses.

[Signature]
First Witness Signature

[Signature]
Second Witness Signature

Tana D. Washington
First Witness Printed Name

Keith R. Hayer
Second Witness Printed Name

11/14/2023
Date

11/14/2023
Date

2060 E. Escondido Place
First Witness Address

1533 E. Domain Dr.
Second Witness Address

Casa Grande AZ 85122
First Witness City, State, Zip

Casa Grande AZ 85122
Second Witness City, State, Zip