



TXDOCS

Simple Will

Sample Template

This document provides a preview of the master template TXdocs uses to assemble a simple Will. You can use it to see how TXdocs addresses all the issues that may need to be handled in a Will.



LAST WILL
OF
[NAME OF TESTATOR]

I, [Name of Testator], of the County of [County] and the State of Texas, being of sound and disposing mind and memory, do make and declare this instrument to be my Will, hereby expressly revoking all former Wills and Codicils made by me at any time heretofore, and intending hereby to dispose of all the property of whatever kind and wherever situated which I own, or in which I have any kind of interest at the time of my death, provided, however, that the intent to dispose of all the property which I own does not include the exercise of any powers of appointment held by me at my death unless specific reference is made below to its exercise.

I.
IDENTITY OF FAMILY

{Married: I am married to [Name of spouse] (who may sometimes hereinafter be referred to as "my spouse") and at the time of the execution of this Will I have [no children/one child, namely [Name]/children, namely [Names]. {Stepchildren: I have the following stepchild[ren], [Names of stepchildren]. Notwithstanding anything to the contrary, for purposes of this Will, [Names of stepchildren] shall be defined as my child[ren] and [Names of stepchildren]'s descendants shall be treated as my descendants.} {Afterborn children: If subsequent to the execution of this Will there shall be a child or children of mine born, or a child adopted by me before the child is eighteen years of age, and if such child or children, or issue thereof, shall survive me, then in such event, such child or children, or issue thereof, shall share in the benefits of my estate equally {No children: and to the same extent as my children hereinabove named and their issue;} and the provisions of this Will shall be deemed modified to the extent necessary to effectuate such intention.}}

{Single person: At the time of the execution of this Will I am single and I have [no children/one child, namely [Name]/children, namely [Names]. {Stepchildren: I



have the following stepchild[ren], [Names of stepchildren]. Notwithstanding anything to the contrary, for purposes of this Will, [Names of stepchildren] shall be defined as my child[ren] and [Names of stepchildren]'s descendants shall be treated as my descendants.} *{Afterborn children:* If subsequent to the execution of this Will there shall be a child or children of mine born, or a child adopted by me on or before the child is eighteen years of age, and if such child or children, or issue thereof, shall survive me, then in such event, such child or children, or issue thereof, shall share in the benefits of my estate equally *{No children:* and to the same extent as my children hereinabove named and their issue;} and the provisions of this Will shall be deemed modified to the extent necessary to effectuate such intention.}}

II. DISPOSITION OF THE ESTATE

{Specific disinheritance: A. Specific Disinheritance. For reasons known to me, I intentionally make no provision in this Will for *{List each:* my [relationship], [Name of disinherited person].}}

{Specific bequests: B. Specific Bequests.

{List each: 1. I give, devise and bequeath [specific bequest] to [Person/Organization receiving bequest] [or [Person/Organization receiving bequest]'s issue ***per stirpes***/provided [Person/Organization receiving bequest] survives me]. This bequest shall [not] be burdened with [any] apportionment for taxes or administration expenses.}}

{If simplified distribution selected:

C. General Gifts

{Married: 1. I give, devise and bequeath [the rest of my estate/my entire estate] to my spouse, [Name of spouse], provided my spouse survives me.

2. If my spouse fails to survive me, I give, devise and bequeath [the rest of my estate/my entire estate] to my descendants who survive me, ***per stirpes***. *{Trust provisions included:* This bequest, however, is subject to the provisions of the Contingent Trust provisions established below.}}



*{Single person: 1. I give, devise and bequeath [the rest of my estate/my entire estate] to my descendants who survive me, **per stirpes**. {Trust provisions included: This bequest, however, is subject to the provisions of the Contingent Trust provisions established below.}}*

2/3. Letter of Instructions. I may provide instructions in a letter to my Independent [Co-Executors/Executor] as to the disposition of some of my personal property and household effects. While I hope that my family will abide by my wishes as expressed in the letter, it is merely an expression of my wishes and is not intended to alter the absolute nature of any bequest contained in this Section.}

OR

{If distribution of personal property and residue of the estate is selected:

C. Personal Property and Household Effects.

1. Disposition. Except as I may otherwise provide in a letter of instructions to my Independent [Co-Executors/Executor], I give all [of the rest] of my personal property and household effects as follows:

{To spouse: a. If my spouse, [Name of spouse], survives me, I give, devise, and bequeath all of my personal property and household effects of whatsoever kind and wheresoever situated to my spouse, [Name of spouse].

*{To children after spouse: b. If my spouse, [Name of spouse], does not survive me, I give, devise, and bequeath all [of the rest] of my personal property and household effects to my [child/children], [Names of children]; provided, however, that if a child of mine shall not then survive me, but should leave issue then surviving me, such then surviving issue shall take, **per stirpes**, the share that such deceased child would have taken by surviving me. {One child: In the event I have a child who predeceases me without issue, his or her share shall be distributed to my surviving children equally or their issue, **per stirpes**.} {Trust provisions included: Any devise or bequest above shall be subject to postponement and administration **IN TRUST**, pursuant to Article III below.}}*



*{To other after spouse: b. If my spouse, [Name of spouse], does not survive me, I give, devise and bequeath all[of the rest] of my personal property and household effects {Trust provisions included:, subject to postponement and administration **IN TRUST,**} to [Name of person to receive remainder of personal effects] or [Name of person to receive remainder of personal effects]'s issue **per stirpes.**}*

*{To children: a. I give, devise and bequeath all [of the rest] of my personal property and household effects equally to my [child/children], [Name of children]; provided, however, that if a child of mine shall not then survive me, but should leave issue then surviving me, such then surviving issue shall take, **per stirpes**, the share that such deceased child would have taken by surviving me. {One child: In the event I have a child who predeceases me without issue, his or her share shall be distributed to my then surviving children equally or their issue, **per stirpes**, or if none, then to my other then living descendants, **per stirpes.**}*

*{To other: a. I give, devise and bequeath all [of the rest] of my personal property and household effects {Trust provisions included:, subject to postponement and administration **IN TRUST,**} to [Name of person to receive remainder of personal effects] or [Name of person to receive remainder of personal effects]'s issue **per stirpes.**}*

f. If my family cannot agree as to the allocation of certain items of my personal property and household effects, or if none of them wishes to receive such items, then my Independent [Co-Executors/Executor] shall also be authorized to sell such items and distribute the net proceeds as provided above or contribute such items to a worthy charity to be selected by my Independent [Co-Executors/Executor].

2. Letter of Instructions. I may provide instructions in a letter to my Independent [Co-Executors/Executor] as to the disposition of some of my personal property and household effects. While I hope that my family will abide by my wishes as expressed in the letter, it is merely an expression of my wishes and is not intended to alter the absolute nature of any bequest contained in this Section.



3. Payment of Expenses. All expenses of packing, shipping, insuring, and delivering any items of personal property and household effects to a beneficiary shall be paid by my Independent [Co-Executors/Executor] as an administration expense.

4. Definition of Personal Property and Household Effects. "Personal property and household effects" means all personal automobiles, household goods, furniture, furnishings, garden equipment, club memberships, china, jewelry, silver, works of art, clothing, personal effects and any other similar items of tangible personal property, and includes any insurance on any of these items. The determination of which items fall within these categories shall be in the sole judgment of my Independent [Co-Executors/Executor], whose decision shall be binding on all parties.

F. Allocation of Residue of My Estate.

{To spouse: 1. If my spouse, [Name of spouse], survives me, I give, devise, and bequeath all of the rest of my estate of whatsoever kind and wheresoever situated to my spouse, [Name of spouse].

2. If my spouse predeceases me, my Independent [Co-Executors/Executor] shall allocate the remaining assets of my estate into equal, separate shares so as to provide one share for each child of mine living at the time of my death, and one share for the then living descendants, ***per stirpes***, of each then deceased child of mine *{Trust provisions included: , subject to postponement and administration, **IN TRUST**, per Article III below}}*.

{To children: I give, devise, and bequeath all of the rest of my estate of whatsoever kind and wheresoever situated to each child of mine living at the time of my death, or then living descendants, ***per stirpes***, of each then deceased child of mine. Accordingly, my Independent [Co-Executors/Executor] shall allocate the remaining assets of my estate into equal, separate shares so as to provide one share for each child of mine living at the time of my death, and one share for the then living descendants, ***per stirpes***, of each then deceased child of mine *{Trust provisions included:, subject to postponement and administration, **IN TRUST**, per Article III below}}*.



*{To other: I give, devise, and bequeath all the rest of my estate of whatsoever kind and wheresoever situated to [Name of person to receive remainder of estate] {Residue recipient is an entity: , or [Name of person to receive remainder of estate]'s issue, **per stirpes**} {Trust provisions included; subject to postponement and administration per Article III below}}}*.

{Trust provisions included: III.

CONTINGENT TRUST PROVISIONS

In the event that any beneficiary has not reached the age of [age] years, I give, devise, and bequeath the share or shares of such beneficiary to my [Names of Trustees], **IN TRUST NEVERTHELESS**, for the uses and purposes hereinafter set forth.

A. My [Co-Trustees/Trustee] in such [Co-Trustees'/Trustee's] discretion shall distribute to or for the benefit of each beneficiary, as much of the income, and in addition, so much of the corpus of each separate **per stirpes** share or trust created for that particular beneficiary as my [Co-Trustees/Trustee] shall consider necessary or advisable for his or her health, support, education, and maintenance.

*{Lump sum distribution: B. Any income or corpus not so distributed or used shall be separately accumulated for each of my beneficiaries or their issue, and the separate **per stirpes** share or trust turned over to said beneficiary when he or she reaches the age of [age] years, at which time my [Co-Trustees/Trustee] shall transfer, convey, deliver and pay over to said beneficiary, **OUTRIGHT AND FREE FROM TRUST**, all of the property then constituting his or her share of the Trust Estate.}*

{Three-point distribution: C. Any income or corpus not so distributed or used shall be separately accumulated for each beneficiary. Upon attaining the age of [age] years, each beneficiary shall have the option of withdrawing one-third (1/3) of the property then constituting his or her separate Trust Estate. Upon attaining the age of [age] years or any time thereafter, each beneficiary shall have the option of withdrawing one-half (1/2) of the remaining property then constituting his or her separate Trust Estate. Upon attaining the age of [age] years or any time thereafter, each beneficiary shall have the option of withdrawing the remaining balance of the property then constituting his or her separate Trust Estate. Each beneficiary shall be advised of his or her options ninety (90) days prior to his or her respective birthdays when such options shall arise. Furthermore, any beneficiary intending to



exercise any of his or her options to withdraw, shall give the [Co-Trustees/Trustee] at least sixty (60) days written notice of such intent. The [Co-Trustees/Trustee] may, in my [Co-Trustees'/Trustee's] absolute discretion, waive all or any portion of such sixty (60) days notice. In the meantime, during the pendency of each trust, the [Co-Trustees/Trustee] shall have the same powers, discretions, duties and responsibilities it has with respect to this Trust generally as to administration and distributions.}

D. If a beneficiary shall die prior to complete distribution of his or her trust, the remaining trust assets shall be allocated to his or her issue, *per stirpes*; or if none, to my then living children, or their issue, *per stirpes*; or if none of my descendants is then living, said share shall be distributed as provided in paragraph [number] below; provided, however, that any portion otherwise distributable to a beneficiary for whom any property is then being held in trust hereunder shall be added thereto; and provided further, any portion distributable to a person for whom no property is then being held in trust hereunder and who has not yet attained the age of [age] years, then such portion shall immediately vest in the Trustee, **IN TRUST**, to be held and distributed in accordance with the foregoing provisions of this Article. Any income not so expended shall be added to the corpus. The Trustee shall include in the name of the Trust the name of such beneficiary for whom the trust share is created. The Trustee shall have with respect to each such retained portion all of the powers and discretion as the Trustee has with respect to these Trusts generally.

E. Notwithstanding any other provision of this instrument to the contrary, any Executor or Trustee appointed under the provisions of this Will shall create a Contingent Trust by appointing a Contingent Trustee and distributing to said Contingent Trustee, instead of to the beneficiary directly, any portion of my estate, or of a trust estate, which would be distributable to a beneficiary (1) who lacks the mental capacity to manage his or her own financial affairs, as determined by my [Co-Executors/Executor] or [Co-Trustees/Trustee]; or (2) who has filed a petition for protection under the Bankruptcy Code within 180 days before my death or (3) who has a disability as defined by the Social Security Administration and who needs benefits for which he or she might qualify if distribution is to a trust, as determined by my [Co-Executors/Executor] or [Co-Trustees/Trustee]. Each beneficiary's portion so distributed shall be held and administered as a separate Contingent Trust for the beneficiary in accordance with the following provisions. In the event the



following Contingent Trust provisions conflict with any other provisions of this instrument regarding permissible distributions to such a Contingent Trust beneficiary, or the possession of any power(s) of appointment by such Contingent Trust Beneficiary, or distributions following termination of such beneficiary's Contingent Trust, the immediately following provisions shall control:

1. Distributions to Beneficiary. The Contingent Trustee may distribute to or for the benefit of the beneficiary, from time to time, so much or all of the Contingent Trust estate as, in the [Co-Trustees'/Trustee's] discretion is in the beneficiary's best interests.
 2. Interests of Remainder Beneficiaries Secondary. The Contingent Trustee is authorized to expend all principal as well as interest for the benefit of the primary beneficiary and may never be liable to remainder beneficiaries for doing so.
 3. Termination of the Trust. In the case of a beneficiary who lacks the mental capacity to manage his or her own financial affairs, the Contingent Trust shall terminate, when the beneficiary regains that capacity, as determined by my [Co-Trustees/Trustee], or the beneficiary dies; or, in the case of a beneficiary who has filed a bankruptcy petition or has a disability, when the beneficiary dies or the [Co-Trustees/Trustee], in the [Co-Trustees'/Trustee's] absolute discretion, determine[s] that trust termination would be in the beneficiary's best interest. Upon termination, the trust estate shall be distributed as provided above in this Article.
 4. Supplemental Needs Trust. It is not my intention to displace public or private financial assistance that may otherwise be available to any beneficiary. Distributions shall be limited so that no beneficiary is disqualified from receiving public benefits to which he or she is otherwise entitled, and this trust shall be administered so as to supplement and not supplant such benefits. Provided, the Trustee may, in the Trustee's sole, absolute, complete and unfettered discretion, make any distributions in the beneficiary's best interest even if such distributions may result in an impairment or diminution of the beneficiary's receipt or eligibility for government benefits or assistance.}
- F. Undistributed Property. *{To heirs at law: Any share or portion of a share of {Trust provisions included: any trust created hereunder or} any other property of*



mine that has not been disposed of under any other provision of this Will shall go and be distributed to my heirs at law. Their identity and respective shares shall be determined in all respects as if my death had occurred immediately following the happening of the event requiring such distribution, and according to the laws of Texas then in force governing the distribution of the estate of an intestate.} *{To other: Any share or portion of a share of {Trust provisions included: any trust created hereunder or} any other property of mine that has not been disposed of under any other provision of this Will shall go and be distributed as follows:}*

{To other: [Description of how to distribute estate]}

{Subchapter S Corporate Stock Trust: IV.

QUALIFIED SUBCHAPTER S TRUST

A. General. If (a) any stock of a corporation which is an S corporation within the meaning of Section 1361(a) of the Code is allocated to a trust created hereunder, including, but not limited to, any stock of a corporation which elects, under Section 1362(a) of the Code to be treated as an S corporation, and (b) the Current Income Beneficiary (hereinafter defined) of that trust makes an election in accordance with Section 1361(d)(2) of the Code to qualify that trust as a Qualified Subchapter S Trust within the meaning of Section 1361(d)(3) of the Code (herein referred to as a "Qualified Subchapter S Trust"), then, notwithstanding any provision in this Will to the contrary, the stock of each S corporation (herein referred to as "S Corporation Stock") may be segregated by the [Co-Trustees/Trustee], in the [Co-Trustees'/Trustee's] absolute discretion, and held in a separate trust or as a separate share created as a separate trust for purposes of Section 1361(d)(3) of the Code. Each separate trust (or separate share) shall have the same name as the trust to which the stock was originally allocated plus the name of the Current Income Beneficiary thereof followed by the name of the S corporation whose stock is held in trust and the words "Trust S" (herein referred to as a "Trust S"). Each Trust S shall be administered in accordance with the same provisions contained in the trust to which the stock was originally allocated; provided, however, that the provisions of this section shall control the administration of each Trust S created to the extent inconsistent with the provisions of the original trust.

B. Current Income Beneficiary. A Trust S shall have only one Current Income Beneficiary. The Current Income Beneficiary of a Trust S is the person who has a



present right to receive income distributions from the trust to which the S Corporation Stock was originally allocated. If more than one person has a present right to receive income distributions from the trust to which the S Corporation Stock was originally allocated, the Current Income Beneficiary shall be determined by the [Co-Trustees/Trustee]. If the [Co-Trustees/Trustee], in the [Co-Trustees'/Trustee's] absolute discretion, determine[s] there is more than one primary beneficiary, the [Co-Trustees/Trustee] may cause S Corporation Stock to be segregated into more than one Trust S each with a different current income beneficiary.

C. Distributions.

1. Income. The Trustee of each Trust S shall distribute all of its income (as that term is defined in Section 643(b) of the Code) to the Current Income Beneficiary of that trust at least annually.
2. Principal. Distributions of principal shall be governed by the terms of the trust to which the S Corporation Stock was originally allocated except that principal may only be distributed to the Current Income Beneficiary of each Trust S.

D. Termination of a Trust S.

1. Beneficiary Living. If any Trust S is terminated during the lifetime of the Current Income Beneficiary, all of the principal and undistributed income of that Trust S shall be distributed to the Current Income Beneficiary.
2. Beneficiary Deceased. If not earlier terminated by distribution of the entire trust estate under the foregoing provisions, each Trust S shall terminate on the death of the Current Income Beneficiary, at which time the [Co-Trustees/Trustee] shall administer or distribute any property in that Trust S in accordance with the provisions that would have been applicable to the administration of those assets if that Trust S had never been created. If upon application of those provisions, S Corporation Stock would remain in a trust created hereunder and the beneficiary who then has a right to receive income distributions from that trust elects to qualify the trust as a Qualified Subchapter S Trust in accordance with Section 1361(d)(2) of the Code, then the stock of each S corporation shall



be held in a separate trust to be administered in accordance with this section, with such consenting beneficiary becoming the Current Income Beneficiary of each trust. If the [Co-Trustees/Trustee], in the [Co-Trustees'/Trustee's] absolute discretion, determine[s] there is more than one income beneficiary, the [Co-Trustees/Trustee] may cause the S Corporation Stock to be segregated into more than one Trust S, each with a different Current Income Beneficiary.

E. Construction of Trust Terms. No trust created hereunder shall be administered in such a manner as to cause the termination of the S corporation status of any corporation whose stock is held as a part of such with any trust created hereunder qualifying as a Qualified Subchapter S Trust. It is my intent that the terms of the trust be construed and administered in a manner that is consistent with qualifying the trust as a Qualified Subchapter S Trust during any period that the trust holds S Corporation Stock, and any provision incapable of being so construed or applied shall be disregarded.

F. Methods of Distribution. No method of distribution permitted herein may be utilized in a manner that would jeopardize the qualification of a trust as a Qualified Subchapter S Trust.

G. Elections. Any reference in this Will to any person, acting in an individual or fiduciary capacity, making an election for himself or for or on behalf of any person shall include, but not be limited to, an election made in accordance with Section 1361(d)(2) of the Code.

H. Apportionment of Receipts and Expenses. The [Co-Trustees/Trustee] hereunder shall characterize receipts and expenses of any Trust S in a manner consistent with qualifying that trust as a Qualified Subchapter S Trust.

I. Trust Consolidation. The [Co-Trustees/Trustee] may not consolidate any Trust S with another if to do so would jeopardize the qualification of one or both of the trusts as Qualified Subchapter S Trusts. If a Trust S ceases to be a Qualified Subchapter S Trust during the Current Income Beneficiary's lifetime, but is not otherwise terminated, then the assets contained in that trust shall, if permitted by the Code or Regulations thereunder, be placed in and held as a part of the trust to which the S Corporation Stock was originally allocated, to be administered as a part thereof. If the Code and regulations do not permit the assets contained in that Trust S to be placed in the trust to which the S Corporation Stock was originally



allocated, then that Trust S shall be continued to be administered in the manner provided in this section.

J. Disposition of S Corporation Stock.

1. Distribution. If the continuation of any Trust S created hereunder would, in the opinion of the [Co-Trustees'/Trustee's] legal counsel, result in the termination of the S corporation status of any corporation whose stock is held as a part of the trust estate, the [Co-Trustees/Trustee], in its discretion, shall have, in addition to the power to sell or otherwise dispose of such stock, the power to distribute the stock of such S corporation to the person then entitled to receive the income therefrom or have it accumulated for his benefit. Distribution of such stock in the manner herein provided shall relieve the [Co-Trustees/Trustee] of any further responsibility with respect to such stock. The [Co-Trustees/Trustee] shall have no liability for distributing or failing to distribute such stock as authorized by this section.

2. Limitations. Notwithstanding the foregoing, the discretion granted to the [Co-Trustees/Trustee] herein to take or refrain from taking any action which would cause the termination of a corporation's S corporation status or to distribute stock of an S corporation shall not be exercised by any [Co-Trustees/Trustee] that would be entitled to receive any stock or other benefit as a result of such termination or distribution, such discretion being exercisable by the other [Co-Trustees/Trustee] then serving or, if all of the [Co-Trustees/Trustee] would be entitled to receive S Corporation Stock as a result of such termination or distribution, such discretion shall not be exercised until there is a Trustee serving that is capable of exercising such discretion.

K. Reformation to Conform With S Corporation Requirements. It is my intent that any S Corporation Stock comprising a portion of any trust created hereunder be eligible to be held pursuant to the terms of the trust, either as a Qualified Subchapter S Trust or in any other manner permitted by the Code or the regulations thereunder. Accordingly, the [Co-Trustees/Trustee] [is/are] granted the power to amend or modify any such trust by written instrument without the ruling of any court when, in the opinion of the [Co-Trustees/Trustee], amendment is required to the trust to permit S Corporation Stock to be held pursuant to the trust



terms. The sole purpose of this power to amend any trust established hereunder is to enable the [Co-Trustees/Trustee] to make technical amendments to the trust as necessary to permit the trust to hold S Corporation Stock in accordance with the Code and regulations promulgated thereunder.}

{Trust provisions included:V.

APPOINTMENT OF [TRUSTEE/CO-TRUSTEES]

I nominate, constitute and appoint *{List each: [Name of Trustee]* [or its successor],*}* to serve as [Co-Trustees/Trustee] of the Trust(s) created in Article III herein. *{First successor trustee: In the event [Names of trustees] shall predecease me or fail or refuse to qualify, or die, resign, or become unable to serve as [Co-Trustees/Trustee] during the administration of such trust(s), I hereby nominate, constitute, and appoint [Name of Successor Trustee] [, or its successor,] to serve as Trustee, and all of the powers, duties and responsibilities granted and imposed upon [Names of trustees] shall devolve upon and be exercised by [Name of Successor Trustee] [, or its successor,].}**{Subsequent successor trustee: In the event that [Name of Successor Trustee] shall predecease me or fail or refuse to qualify, or die, resign, or become unable to serve as Trustee during the administration of such trust, I hereby nominate, constitute, and appoint [Name of Successor Trustee] [, or its successor,] to serve as Trustee, and all of the powers, duties and responsibilities granted and imposed upon [Name of Successor Trustee] shall devolve upon and be exercised by [Name of Successor Trustee] [, or its successor,].}*

VI.

POWERS OF TRUSTEES

A. General. The Trust(s) created or arising by virtue of this, my Will, shall be governed by and administered in accordance with the following provisions:

1. The Trustee during the continuation of each trust shall have the sole and complete right to possess, control, manage and dispose of each trust estate and the said Trustee shall have the powers, rights, responsibilities and duties given to or imposed upon Trustees by the Texas Trust Code as such Code now exists and as subsequently amended, except to the extent that such powers, rights, responsibilities and duties may conflict with any provisions of my Will, in which event the provisions of this Will shall govern.



2. The Trustee shall at all times keep proper records and books of accounts which shall be open to the inspection of the beneficiaries at all reasonable times.

3. Notwithstanding any provisions to the contrary in this my Will, in order to avoid a Trustee who has not been individually granted a testamentary general power of appointment under express terms of this agreement being designated as having an unintended general power of appointment under Section 2041 of the Internal Revenue Code, or any similar provision in effect at that time, such Trustee is hereby prohibited from invading a trust established for his or her benefit, for the support of any minor beneficiary for whom the Trustee himself or herself has a legal obligation to support.

4. All powers, duties and discretionary authority granted to the Trustee may be exercised by such Trustee without posting any bond, without obtaining any order from or the approval of any court, and without any notice to or consent of anyone. Any Trustee serving without compensation shall be liable only for gross negligence, bad faith, fraud or willful misconduct. Any successor Trustee may accept office without requiring an audit of the accounts of the predecessor Trustee and without any liability for acts or omissions of the predecessor Trustee.

{Corporate Trustee provision: 5. If any corporate Trustee, before or after qualification, changes its name, becomes consolidated or merged with another corporation, or otherwise reorganizes, any resulting corporation which succeeds to the fiduciary business of that corporate Trustee shall become a Trustee hereunder in lieu of that corporate Trustee.}

6. The Trustee shall have full power in such Trustee's discretion to litigate, compromise, contest, arbitrate, adjust, abandon and settle all claims arising out of or in connection with the trust and property of the trust, and the Trustee may employ counsel and other agents in such Trustee's discharge of duties and determine and pay them a reasonable compensation.

7. The Trustee shall be entitled to pay out of the trust estate or to be reimbursed for any and all legitimate expenses incurred in the management of the trust estate.



8. The Trustee shall have the sole discretion to determine what is income or corpus of each respective trust, and shall apportion and allocate all receipts, credits, disbursements, expenses, and charges to income or corpus as the Trustee shall deem reasonable and proper, and except insofar as the Trustee shall exercise such discretion, matters relating to the rights of beneficiaries among themselves as to corpus and income shall be governed by the rules of law applicable from time to time; provided, moreover, that the Trustee shall have the power to deduct from the income of any trust a reserve for depreciation of any depreciable asset or for depletion of any depletable asset, and to authorize the income beneficiary to take such deduction or to apportion it between the Trustee and the income beneficiary in such manner as my Trustee deems proper.

9. The Trustee is expressly prohibited from using any funds receivable by a beneficiary other than my Independent [Co-Executors/Executor] or payable to or for the benefit of a beneficiary other than my estate on account of any death benefits or other distributions attributable to contributions by any of my employers for the purpose of paying any debts or obligations of mine or of my estate if such funds are paid from a trust forming part of a pension, stock bonus, or profit-sharing plan which meets the requirements of Section 401(a) of the Internal Revenue Code.

10. The Trustee shall have the power to retain, in my Trustee's sole discretion and for such period or periods as shall seem advisable to him or her, all or any part of the property owned by me at the time of my death, the property received at the commencement of any trust, and any substitute property; provided however, that the Trustee shall have the power to alter, improve, repair, replace, abandon, and demolish assets; provided further, that the Trustee shall have the power to sell at public or private sale, to exchange, to encumber, to mortgage, to option, to lease (although the term of the lease may extend beyond the term of any trust), and to otherwise manage and deal with real estate and rights below and above the surface, or to otherwise dispose of any asset of the trust estate on such terms for such consideration and under such circumstances as my Trustee deems advisable; and provided further, that the Trustee shall have the power to borrow from, to sell property to, or purchase property



at public or private sale from any trust for a consideration equal to the then fair market value of the property, notwithstanding that he or she may be the fiduciary of both the selling and purchasing trust. The Trustee generally shall have the power to deal with himself or herself individually or as a fiduciary of any trust created by me or otherwise, or with partnerships, corporations and financial or business organizations in which he may own an interest, provided such transactions are entered into for a fair consideration and for this purpose I expressly waive the provisions of Sections 113.052-113.055 of the Texas Trust Code and Chapter 356, Sub-Chapter N of the Texas estates Code to the extent that they provide otherwise.

11. The Trustee, in his or her sole discretion, shall have the power to acquire by purchase or otherwise, retain, invest, reinvest and manage, temporarily or permanently, any property of any kind, real, personal, mixed, or choose inaction, without diversification as to kind, amount or risk of nonproductivity, irrespective of any statute, case, rule, or custom limiting the investment of trust funds and regardless of the extra hazardous nature of such investments; provided, however, the Trustee shall have power to take and hold title in the name of a nominee; provided further, the Trustee in his or her sole discretion shall have the power to borrow money and to hold, mortgage, grant a security interest in, or pledge the property of any trust as security and to renew and extend any secured or unsecured debt or charge; to advance money for the protection of any trust and secure such advances by a lien on the property of any of my trusts; and to advance income to beneficiaries and secure such advances by a lien on the future benefits of such beneficiaries. Regarding any residence of a beneficiary held in trust herein, the beneficiary shall have the right to use and occupy residential property owned by a trust created hereunder as the beneficiary's principal residence rent free and without charge. This section shall be construed in accordance with the intention to qualify such residential property held in trust as the beneficiary's residential homestead for ad valorem tax purposes by causing a trust created herein which owns such property to be a "qualifying trust" as defined and described in Section



11.13(j) of the Texas Tax Code. This intention shall be overriding and shall control if it conflicts with the literal language of this section.

12. The Trustee shall have the power and discretion to continue and to operate any business or interest therein I may own at the time of my death for such time as my Trustee deems advisable even though the Trustee is also interested in said business; to liquidate any partnership, corporation or business in which the trusts may own or acquire an interest in; to invest in or engage in any other business; to become or remain a partner, general or special, in any business; to incorporate any such business and hold the shares as an investment; and to provide capital for and employ agents to manage and operate any such business without liability for the acts of any such agent or for any loss, liability, or indebtedness resulting from the operation if the management is selected with reasonable care; provided further, that the Trustee shall have the power to exercise all rights as the owner of corporate securities, including among others the right to vote by proxy, participate in reorganizations and voting trusts, and hold shares in his or her own name, or in the name of a nominee, with or without disclosing the fiduciary relationship.

13. The Trustee shall have the power to carry out the terms of any valid agreement I may have entered into during my lifetime to sell all or any part of any property or any interest I may own in any business at the time of my death.

14. The Trustee shall have the power and discretion to make allotments and distributions in kind, in money, or partly in each without requiring pro rata distributions of specific assets and without regard to differences in tax bases of any such property, at fair market value on the date of distribution.

15. The Trustee shall have the power to execute and deliver any written instruments that my Trustee may deem advisable to carry out any power, duty, or discretion granted to him or her, and all persons shall be fully protected in relying upon his or her power to execute every such instrument and no one shall be obligated to see to the application by him or her of any money or property received by him or her pursuant to the execution and delivery of any such instrument.



16. Whenever required to make a distribution or transfer of all or a part of the assets of any trust, my Trustee shall have the power and duty to retain assets sufficient in his or her judgment to cover any liability which may then or later be imposed upon it, including but not limited to his or her liability for income or other taxes, until such liability is finally determined.
17. A Trustee may resign by sending an acknowledged written notice to the trust beneficiaries thirty (30) days prior to resignation.
18. As compensation for services hereunder, my Trustee or any successor shall be entitled to charge the same fees customarily charged for similar services in other trusts at the time the services are rendered.
19. My Trustee is authorized to employ attorneys, accountants, investment advisors, investment managers, specialists and such other agents as my Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the trusts, and to delegate to said manager investment discretion. Such appointment shall include the power to acquire and dispose of such assets. The Trustee may charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against the Trust(s).
20. The Trustee of any trust created herein may allocate realized short term capital gains and/or realized long term capital gains to either trust income or trust principal, and such gains shall be includable in distributable net income, (1) to the extent that such gains are allocated to income; or (2) if such gains are allocated to principal, to the extent they are distributed to the trust beneficiary, or used by the Trustee in determining the amount distributable to the trust beneficiary, or treated consistently on the trust's books, records, and tax returns as part of a distribution to the trust beneficiary.
21. If at any time the Trustee of any trust created pursuant to this Will shall also be acting as Trustee of any other trust(s) created hereby, or by a separate Trust Agreement for the benefit of the same beneficiary or beneficiaries upon substantially the same terms and conditions, the then



serving Trustee is authorized and empowered, if in such Trustee's discretion such action is in the best interest of the beneficiary or beneficiaries of the trust(s) created hereunder, to transfer and merge all of the assets then held under such trust created pursuant to this Will to and with such other trust(s) and thereupon and thereby to terminate the trust(s) created hereby. Such Trustee is further authorized to accept the assets of the other trust(s) which may be transferred to such Trustee of the trust(s) created hereunder and to administer and distribute such assets and properties so transferred in accordance with the provisions of this Will. If the component trusts differ as to contingent beneficiaries and the contingency occurs, the funds may be distributed in such shares as the Trustee, in the Trustee's sole discretion, shall deem necessary to create a fair ratio between the various sets of remaindermen. If any trust(s) created in this Will is/are merged with any trust(s) created under any other document, such merged trust shall not continue beyond the date on which the earliest maximum term of the trusts so merged would, without regard to such merger, have been required to expire. I further direct that, as to any property belonging to any trust estate at any time (including a merged trust) as to which under the laws of any state applicable to said property that trust is required to be terminated at any time prior to its normal termination date, the trust as to that particular property shall terminate at the time required by the laws of said state.

{Co-Trustee provisions: 22. No Co-Trustee, either corporate or individual, shall ever be held responsible for the consequences of any act or omission resulting from the failure or refusal of the other Co-Trustee to agree to a recommendation by the former for their joint action or non-action; nor shall a Co-Trustee ever be held responsible for any act or omission resulting from the other Co-Trustee's being unavailable at any time.

23. A Co-Trustee may delegate to another Co-Trustee any part or all of his or her powers and discretion, and may authorize said Co-Trustee to act without his or her joinder, at any time or times and for either a definite or an indefinite period.

24. Unless otherwise stated herein, in the event there is a conflict relating to any matter affecting any trust created herein between any Co-Trustees



serving hereunder, the Co-Trustees will jointly choose an independent third party to resolve the conflict. In the event the Co-Trustees cannot agree on the selection of an independent third party, each will choose their own independent representative and those representatives will choose another independent third party to resolve the conflict.}

B. Situs of Trust. This trust shall be deemed a Texas trust and shall, in all respects, be governed by the laws of the State of Texas. However, if the Trustee, in the Trustee's sole discretion, determines that a change of situs would be beneficial to the purposes of this trust, the Trustee shall have the discretion and authority to change the situs of any such trust to another state. Formal notice of any change of situs may be given to the Trustee by the filing of a written declaration in the Real Property Records of [County] County, Texas. If the situs of any such trust is changed to another state, then the trust shall, in all respects, be governed by the laws of the state which is the new situs.

C. Relaxation of Trustee's Duties to Inform and Account. Notwithstanding the foregoing, with regard to each beneficiary of an irrevocable trust hereunder (i) who is neither entitled nor permitted to receive current distributions from such trust and who would receive no distribution from such trust if it were to then terminate, or (ii) who is under twenty-five (25) years of age, any individual Trustee shall be relieved of the duty to keep such beneficiary reasonably informed concerning the administration of such trust and the material facts necessary for such beneficiary to protect such beneficiary's interest. Further, any individual Trustee shall not be required to respond to a request for an accounting from a beneficiary who does not have the power to revoke such trust (or any part of it), any individual Trustee shall be relieved of the duty to keep such beneficiary reasonably informed concerning the administration of such trust and the material facts necessary for such beneficiary to protect such beneficiary's interest. Except as provided in the foregoing sentences, any individual Trustee shall be under all applicable duties (whether statutory or under the common law) to inform and account to all trust beneficiaries hereunder.}

VII.

APPOINTMENT OF [EXECUTOR/CO-EXECUTORS]

A. I hereby nominate, constitute, and appoint *{List each: [my [relationship]]* **[Name of Executor]** [or its successor], *}* , Independent [Executor/Co-Executors] of



my estate. *{First successor executor: In the event that [Names of executors] shall predecease me or fail or refuse to qualify, or die, resign, or become unable to serve during the administration of my estate, I hereby nominate, constitute and appoint **[Name of Successor Executor]** [, or its successor,] as Independent [Executor/Co-Executors], and all the powers, duties and responsibilities granted and imposed upon [Names of executors] shall devolve upon and be exercised by [Name of Successor Executor] [, or its successor].}* *{Subsequent successor executor: In the event that [Name of Successor Executor] shall predecease me or fail or refuse to qualify, or die, resign, or become unable to serve during the administration of my estate, I hereby nominate, constitute and appoint **[Name of Successor Executor]** [, or its successor,] as Independent [Executor/Co-Executors], and all the powers, duties and responsibilities granted and imposed upon [Name of Successor Executor] shall devolve upon and be exercised by [Name of Successor Executor] [, or its successor].}*

B. It is my will and desire and I hereby direct that in the administration of my estate, my Independent [Co-Executors/Executor] or any successor shall not be required to furnish any bond of any kind and that no action shall be had in any court in the administration of my estate other than the probating of this, my Will, and the filing of any inventory, appraisement and list of claims of my estate, if required by law.

{Granting of authority to appoint administrator: C. Granting of Authority to Designate Administrator. I grant the [Co-Executors/Executor] of my Will and estate the authority to designate one or more persons to serve as administrator of my estate.}

VIII.

POWERS OF [EXECUTOR/CO-EXECUTORS]

The Estate created or arising by virtue of my death and this instrument, my Will, shall be governed by and administered in accordance with the following provisions:

A. My Independent [Co-Executors/Executor] shall have the powers, rights, responsibilities, and duties given to or imposed upon executors by the Texas Estates Code as such Code now exists and as subsequently amended, except to the extent that such powers, rights, responsibilities and duties may conflict with any provisions of my Will, in which event the provisions of this Will shall govern.



Additionally, my Independent [Co-Executors/Executor] shall have all powers given to a Trustee under the Texas Trust Code.

B. I hereby grant unto my Independent [Co-Executors/Executor] or my [Executor's/Co-Executor's] successor named above, full power and authority over any and all of my estate and he or she is hereby authorized to sell, at private or public sale, manage and dispose of the same or any part thereof, and to carry out the terms of any agreement which I may have entered into to sell all or any part of any property or any interest I may own in any business at the time of my death; provided further, that my Independent [Co-Executors/Executor] shall have the power to sell property to, or purchase property at public or private sale from any trust for a consideration equal to the then fair market value of the property, notwithstanding that he or she may be the fiduciary of both the selling estate and the purchasing trust. In connection with any such a sale or transaction, my Independent [Co-Executors/Executor] [is/are] authorized to make, execute and deliver proper deeds, assignments, and other written instruments and to do any and all things proper or necessary in the orderly handling and management of my estate. All persons shall be fully protected in relying upon his or her power to execute every such instrument and no one shall be obligated to see to the application by him or her of any money or property received by him or her pursuant to the execution and delivery of any such instrument.

C. My Independent [Co-Executors/Executor] or any successor named above, shall have full power and authority to compromise, settle and adjust any and all debts, claims and taxes which may be due from or owing by my estate.

D. My Independent [Co-Executors/Executor] or any successor named above, shall have full power and authority to deal with any person, firm, or corporation including any trusts or Trust Estate created by this, my Will. My Independent [Co-Executors/Executor] shall be authorized to make immediate distributions of properties directly to trust beneficiaries rather than to make distributions to the trust if events have occurred which would require the Trustee to make immediate distributions from the trust. Any said distributions shall be treated as an advancement of assets that would have gone to said beneficiary's trust.

E. My Independent [Co-Executors/Executor] or any successor named above, shall have full power to borrow money at any time and in any amount from time to time for the benefit of my estate, from any person, firm, or corporation or from any



bank or trust company and to secure the loan or loans by pledge, deed of trust, mortgage or other encumbrances on the assets of the Estate and from time to time to renew such loans and give additional security.

F. My Independent [Co-Executors/Executor] or any successor named above, shall have the authority to take all appropriate action to access, take control of, copy or delete, continue or terminate, or otherwise deal with my Digital Resources and to receive any and all ID's, passwords, access codes, or other information pertaining to my Digital Resources. For this purpose, "Digital Resources" means (1) any accounts to which I would have access if living, including accounts with any e-mail service; social networking or other website; texting, blogging or short message service; or other file or data storage service; and (2) any other data or information pertaining to me that is under the possession or control of any individual or entity that electronically stores information for others.

{Executor may charge fees: G. As compensation for services hereunder, my Independent [Co-Executors/Executor] or any successor named above shall be entitled to charge the same fees customarily charged for similar services in other estates at the time the services are rendered.}

{Executor serves without compensation: G. My Independent [Co-Executors/Executor] and any successor named above must serve without compensation.}

{Married: H. If I am survived by my spouse, should there be any unused exclusion amount (as defined in Code Section 2010(c)(4)) after satisfying the devises and bequests of this Will, I hereby authorize, but do not require, my Independent [Co-Executors/Executor], in my Independent [Executor's/Co-Executor's] absolute discretion, to elect that any amount of such unused exclusion amount be available for use by my spouse by making an election on a timely-filed estate tax return, and my spouse shall be entitled to the benefits of such election. Should such election by my Independent [Co-Executors/Executor] result in the filing of a federal estate tax return where my Independent [Co-Executors/Executor] [has/have] determined that no such return would otherwise be required to be filed, I direct my Independent [Co-Executors/Executor] to pay any and all costs incurred by reason of such filing as an administration expense of my estate. The decision of my Independent [Co-Executors/Executor] in the exercise of this discretion shall be final, binding and conclusive upon all parties ever interested in this Will. My Independent



[Co-Executors/Executor] shall not be liable to the beneficiaries of my estate or any other person directly or indirectly for either electing portability or declining to elect portability. My estate shall indemnify my Independent [Co-Executors/Executor] for any personal expense or liability incurred due to the portability election decision made.}

{Trust provisions included: IX.

SPENDTHRIFT PROVISION

A. Any trust created by this Will shall be a spendthrift trust. Thus, no beneficiary of any trust created hereunder shall have the right or power to anticipate, by assignment or otherwise, any income or principal given to such beneficiary by this Will, nor in advance of actually receiving the same have the right or power to sell, transfer, encumber, or in any way charge same; nor shall such income or principal, or any portion of the same, be subject to any execution, garnishment, attachment, insolvency, bankruptcy, or other legal proceeding of any character, or legal sequestration, levy or sale, or in any event or manner be applicable or subject, voluntarily or involuntarily, to the payment of such beneficiary's debts, including claims for alimony or support.

B. I intend to make a gift to the respective beneficiaries of only that portion of the income and principal of the trust which is actually distributed to them. Inasmuch as the amounts actually distributed to the respective beneficiaries constitute the gift I contemplated making, such distributions, whether they be income or principal, shall constitute the separate property of each such beneficiary and not the community property of such beneficiary. Furthermore, it is my intention that no beneficiary shall have any interest in any undistributed income and principal until the time for such distribution occurs; and, accordingly, such undistributed income and principal shall not be deemed the community property (or marital property) of any such beneficiary.

C. In the event it appears that any funds payable to a beneficiary may be attached or otherwise taken from the beneficiary by legal process upon payment or delivery of same to him or her, or required to be turned over to any other person by the beneficiary after receipt thereof by him or her, then upon express written request to the [Co-Trustees/Trustee] and pursuant to written agreement between the beneficiary and [Co-Trustees/Trustee], which agreement will at all times be subject to termination (which must be expressed in writing) by the beneficiary,



notwithstanding any terms thereof to the contrary, may be providing food, shelter, means of transportation, medical care, or other items of maintenance, education, and support to such beneficiary.

X.

MAXIMUM TERM OF TRUST

Despite any other provision of this instrument, to the extent that any trust created under this instrument has not previously vested in a beneficiary, the trust shall terminate upon the expiration of the period of the applicable Rule Against Perpetuities, and the Trustee shall distribute any property then held in the trust (i) to the beneficiary for whom the trust is named, if any; otherwise, (ii) *per stirpes* to the then living descendants of the named beneficiary, if any; otherwise, (iii) as provided in the section herein disposing of the remaining trust property if the primary beneficiary dies without descendants surviving. If the determination of the Rule Against Perpetuities is dependent upon measuring lives, then those lives shall be all of the descendants of Testator's parents, and all persons who are mentioned by name or as a class as beneficiaries of any trust created by or pursuant to this instrument who are living on the date the instrument becomes irrevocable.}

{Guardians: XI.

APPOINTMENT OF [GUARDIAN/CO-GUARDIANS]

In the event that a child of mine has not reached the age of eighteen (18) years at the date of my death, [and my spouse is not then alive] I nominate and appoint **[Names of Guardians]** as [Guardian/Co-Guardians] of the person and the estate of said minor child or children, and I direct that no bond or other security shall be required of the [Guardian/Co-Guardians]. *{List each: {First successor guardian: In the event that [Names of Guardians] shall be unable to serve as Guardian, I nominate and appoint [Name of Successor Guardian] as the Guardian of the person and the estate of said minor child or children, and I direct that no bond or other security shall be required of the Guardian.} {Subsequent successor guardian: In the event that [Name of Successor Guardian] shall be unable to serve as Guardian, I nominate and appoint [Name of Successor Guardian] as the Guardian of the person and the estate of said minor child or children, and I direct that no bond or other security shall be required of the Guardian.}}}*

XII.

SURVIVAL PERIOD



Any legatee, devisee, donee, person or beneficiary with respect to all or any part of my estate who shall not survive until [length of time] after the date of my death, or until this Will is probated, whichever occurs earlier, shall be deemed to have predeceased me, and shall be treated for all purposes herein as though such person had predeceased me.

{In Terrorem clause: XIII.

IN TERROREM CLAUSE

As a condition to the taking, vesting, receiving or enjoying of any property, benefit or thing whatsoever under or by virtue of this Will or any trust created under this Will, each distributee shall accept and agree to all of the provisions of this Will and that the provisions of this In Terrorem Clause are made an essential part of each and every benefit in and under this Will. If any distributee hereunder, directly or indirectly, individually or with another, shall contest the probate or validity of this Will, or any provision thereof; or shall institute or join in (except as a party defendant) any proceeding to contest the validity of this Will or to prevent any provision hereof from being carried out in accordance with its terms or shall acquiesce therein; or shall fail or refuse to defend this Will or any provision herein; or shall in any manner question or dispute any statement or declaration herein; or shall in any manner aid, assist or encourage another in any such contest or questioning; or shall contest, question or oppose in any legal proceeding the performance by my [Co-Executors/Executor] or, if applicable, my [Co-Trustees/Trustee] of any duty, act or discretion granted to or incumbent upon him or her under the terms of this Will or by law; or shall in any manner institute or participate in (except in support of my [Co-Executors/Executor] or, if applicable, my [Co-Trustees/Trustee]) any construction of any provision of this Will by means of any declaratory judgment proceeding (without the prior written approval of the designated personal representative of my estate or, if applicable, my [Co-Trustees/Trustee]); or shall in any manner institute or participate in any proceeding (except in support of my [Co-Executors/Executor] or, if applicable, my [Co-Trustees/Trustee]) to contest or in any manner question any accounting prepared by or on behalf of my [Co-Executors/Executor], or, if applicable, my [Co-Trustees/Trustee]; or shall institute any cause of action (including, but not limited to, any cause of action for tortious interference with inheritance rights) against any person which is based in any way on the proposition that I was not of sound mind, lacked testamentary capacity, was unduly influenced, or failed to comply with any



applicable law at the time that I executed any legal instrument (any of the acts described above are hereinafter referred to as "Prohibited Acts"); then, in any such contingency, all benefits provided for such distributee are revoked and such benefits shall pass to the residuary distributees under this Will (other than such distributee), or if applicable the residuary distributees of any trust in the proportion that the share of each such residuary distributee bears to the aggregate of the effective shares of the residuary. If any distribution has been made to any distributee prior to the time he or she engages in a Prohibited Act, then such distributee shall repay to my [Co-Executors/Executor], or, if applicable, my [Co-Trustees/Trustee], the amount of any such distribution plus simple interest at a rate of six per cent per annum and all attorney fees and expenses incurred in collecting this distribution. To the greatest extent permitted by Texas law this provision of this Will shall apply to any distributee regardless of whether or not any Prohibited Acts were taken in good faith and with probable cause. If my [Co-Executors/Executor] elect[s] to take a charitable deduction on my Federal Estate Tax return then no provision of this In Terrorem Clause shall apply to any charity. This provision shall survive the administration of my estate and shall expressly apply to the administration of any trust created in this Will. No distributee shall be deemed to have violated this clause solely because he or she disclaims any interest in my estate and any trust created under this Will.}

XIV.

DEFINITIONS AND INTERPRETATIONS

For purposes of interpretation of this, my Will, and the administration of the Estate and trusts established herein, the following definitions and interpretations shall apply:

A. Except as otherwise provided, a "child" of another individual means a child determined in accordance with Section 160.201 of the Texas Family Code. An adopted person shall be a child of the adopting parent(s) but only if legally adopted before attaining age eighteen. A child born after the death of his or her parent shall be treated as living at the death of the parent if (i) the child was in gestation at the time of the parent's death and (ii) the child survives birth. *{Stepchildren: For the purposes of this Will, my named stepchild[ren] shall be treated as [a child/children] of mine.}* An individual's "descendants" or "issue" means the individual's children, the children of those children, and so on, determined in accordance with the preceding.



B. When a distribution is directed to be made to any person's descendants "*per stirpes*," the division into stirpes shall begin at the generation nearest to such person that has a living member.

C. The use of the masculine, feminine or neuter genders shall be interpreted to include the other genders, and the use of either the singular or the plural number shall be interpreted to include the other number, unless such an interpretation in a particular case is inconsistent with the general tenor of this instrument.

D. This Will shall be probated in accordance with the laws of Texas, and should any provisions of the same be held unenforceable or invalid for any reason, the unenforceability or invalidity of said provision shall not affect the enforceability or validity of any other part of this Will.

E. The natural or legal guardian or other legal representative of any beneficiary who is a minor or, in the opinion of the Independent [Co-Executors/Executor], is otherwise legally or mentally disabled may act, receive notice, and sign any instrument on behalf of the beneficiary. A Beneficiary will be considered "incompetent" or "disabled" if he or she is incapacitated to an extent to make it impossible or impractical to give prompt and intelligent consideration to business matters. The Independent [Co-Executors/Executor] or a serving [Trustee/Co-Trustee] may act upon such evidence as the [Co-Executors/Executor] or [Co-Trustees/Trustee] reasonably deem appropriate and reliable without liability by reason thereof. Any Beneficiary hereby waives any rights to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. 1320d and 45 C.F.R. 160-164 in order for a determination as to his or her incapacity to be made.

F. Any individual Independent Executor, Trustee, Trust Protector, or Trust Advisor shall be deemed to be incapacitated and no longer able to discharge his or her duties hereunder at such time as the individual, as a result of illness, age or other cause, no longer has the capacity to act prudently or effectively in financial affairs or to otherwise discharge the office held by such person with respect to the trust. Such capacity may be established: (i) by determination of a court of competent jurisdiction; (ii) by the appointment of a conservator or guardian for such person by a court of competent jurisdiction; or (iii) by written certification of two physicians licensed to practice medicine. Additionally, if any Co-Trustee,



Successor Trustee, Successor Independent Executor, Protector, or current beneficiary of the trust requests in writing that the individual submit to examination by two physicians and authorize the physicians to release to the requesting person such physicians' opinions as to such individual's capacity and the requesting person does not receive the requested opinions within thirty (30) days of making such written request, the individual will be deemed to be incapacitated. Any Independent Executor, Trustee, Trust Protector, or Trust Advisor serving in such capacity hereby waives any rights to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. 1320d and 45 C.F.R. 160-164 in order for a determination as to his or her inability to serve in such capacity to be made.

G. Any reference to the Texas Estates Code or any specific code section of the Texas Estates Code shall mean the Texas Estates Code as codified, or subsequently re-codified, by the Legislature of the State of Texas.

{Contractual will provision: H. My spouse and I are executing Wills at approximately the same time in which each of us is a beneficiary of the Will of the other. These Wills are not executed because of any agreement between my spouse and myself. Either Will may be revoked at any time at the absolute discretion of the maker thereof.}

IN TESTIMONY WHEREOF, I hereunto sign my name to this, my Will, consisting of (___) typewritten pages (including the pages containing the attestation clauses and the self-proving affidavit), *{Initial each page: each of which pages are initialed or signed for the purpose of identification, all}* in the presence of the undersigned, who witness the same at my request, on this [date].

{Old fashioned separate attestation and self-proving affidavit:

[Name of Testator], [Testator/Testatrix]

The above instrument was signed by the [Testator/Testatrix] in our presence and declared by [him/her] to be [his/her] Will, and we, the undersigned witnesses, sign our names here as witnesses at the request and in the presence of the [Testator/Testatrix], and in the presence of each other, on this [date].



[Name of first witness]
[Address of first witness]

[Name of second witness]
[Address of second address]

SELF PROVING AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared [Name of Testator], [Name of first witness or ____], and [Name of second witness or ____], known to me to be the [Testator/Testatrix] and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said [Name of Testator], [Testator/Testatrix], declared to me and to the said witnesses in my presence that this instrument is [his/her] Will, and that [he/she] willingly made and executed it as [his/her] free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said [Testator/Testatrix], that the said [Testator/Testatrix] declared to them that said instrument is [his/her] Will, and that [he/she] executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said [Testator/Testatrix] and at [his/her] request; that [he/she] was at that time eighteen years of age or over and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

[Name of Testator], [Testator/Testatrix]



[Name of first witness]

[Name of second witness]

SUBSCRIBED AND SWORN TO BEFORE ME by the said [Name of Testator], [Testator/Testatrix], and by the said [Name of first witness or ____] and [Name of second witness or ____], witnesses, this [date].

Notary Public, State of Texas}

{Combined attestation and self-approving affidavit:

SELF PROVING AFFIDAVIT

I, [Name of Testator], as [Testator/Testatrix], after being duly sworn, declare to the undersigned witnesses and to the undersigned authority that this instrument is my Will, that I willingly make and execute it in the presence of the undersigned witnesses, all of whom are present at the same time, as my free act and deed, and that I request each of the undersigned witnesses to sign this Will in my presence and in the presence of each other. I now sign this Will in the presence of the attesting witnesses and the undersigned authority on this [date].

[Name of Testator], [Testator/Testatrix]

WITNESSES

The undersigned, [Name of first witness or ____] and [Name of second witness or ____], each being at least fourteen years of age, after being duly sworn, declare to the [Testator/Testatrix] and to the undersigned authority that the [Testator/Testatrix] declared to us that this instrument is the [Testator/Testatrix]'s Will and that the [Testator/Testatrix] requested us to act as witnesses to the [Testator/Testatrix]'s Will and signature. The [Testator/Testatrix] then signed this Will in our presence, all of us being present at the same time. The



[Testator/Testatrix] is eighteen years of age or over (or being under such age, is or has been lawfully married, or is a member of the armed forces of the United States or of an auxiliary of the armed forces of the United States or of the United States Maritime Service), and we believe the [Testator/Testatrix] to be of sound mind. We now sign our names as attesting witnesses in the presence of the [Testator/Testatrix], each other, and the undersigned authority on this [date].

[Name of first witness]
[Address of first witness]

[Name of second witness]
[Address of second witness]

SUBSCRIBED AND SWORN TO BEFORE ME by the said [Name of Testator], [Testator/Testatrix], and by the said [Name of first witness or _____] and [Name of second witness or _____], witnesses, this [date].

Notary Public, State of Texas}

*{Include prepared by: **PREPARED IN THE OFFICE OF:***
[Name of law firm]
[Address of law firm]}



{Letter of Instruction: TO THE [EXECUTOR/CO-EXECUTORS] OF MY WILL:

The following is a list suggesting to the testamentary recipient of my furniture, household goods, jewelry and personal effects my desire with respect to the distribution thereof, but this list is merely a suggestion and my testamentary recipient shall be the absolute owner of such property and shall be under no legal obligation to comply with my desire.

Dated: _____

[Name of Testator]}