

This is a Military Testamentary Instrument prepared pursuant to 10 U.S.C. § 1044d, and executed by a person authorized to receive legal assistance from the Military Departments. Federal law exempts this document from any requirement of form, formality, or recording that is provided for testamentary instruments under the laws of a state, the District of Columbia, or a commonwealth, territory, or possession of the United States. Federal law specifies that this document shall receive the same legal effect as a testamentary instrument prepared and executed in accordance with the laws of the jurisdiction in which it is presented for probate. It shall remain valid unless and until the Testator revokes it.

### **LAST WILL of DONALD FRANCIS DRAPER**

I, DONALD FRANCIS DRAPER, do hereby make, publish, and declare this to be my Last Will. I hereby revoke all my previous wills and codicils.

I am a retired member of the United States Armed Forces.

I am married to BETTY HOFSTADT DRAPER and any reference to my spouse shall be to BETTY HOFSTADT DRAPER. I have 3 children, namely, SALLY BETH DRAPER, ROBERT DRAPER and EUGENE SCOTT DRAPER. Any reference to my children shall be SALLY BETH DRAPER, ROBERT DRAPER and EUGENE SCOTT DRAPER, and such reference shall also include any children after-born or adopted by me.

I make no provisions herein for RICHARD WHITMAN for reasons I deem good and sufficient. This decision is intentional and was not made by inadvertence or mistake. Further, this I intend that this disinheritance defeat the application of any statutory heirship interest.

### **ARTICLE I. MILITARY HONORS.**

I direct that, upon my death, I be buried with full military honors.

I direct that my body shall be buried at Arlington National Cemetery.

### **ARTICLE II. PAYMENT OF DEBTS, TAXES, AND EXPENSES.**

- 2.1. My legally enforceable debts (other than mortgage debts, unless expressly provided otherwise in this Will), funeral expenses, expenses of the administration of my estate, and all estate, inheritance, succession, legacy, and transfer taxes imposed upon my probate or non-probate estate, together with any interest and penalties thereon, shall be paid without reimbursement from any party out of my Residuary Estate, as defined below. My Executor shall have complete discretion in deciding which particular properties are to be used for payment of debts, taxes, and other obligations pursuant to this paragraph.
- 2.2. All estate, inheritance, legacy, succession, generation-skipping or other wealth transfer taxes (other than any generation-skipping transfer tax imposed by Internal Revenue Code Section 2601 et seq.) that result from my death and that are imposed by any domestic or foreign taxing authority as a result of my death, but only to the extent imposed upon property passing under my Will, together with interest and penalties on those taxes, shall be charged against and paid without apportionment out of my Residuary Estate as an administration expense. Such taxes on property not passing under this Will shall be apportioned to and paid from such property by those succeeding to such property, taking into account the provisions of any instrument governing such property, the provisions of

the Internal Revenue Code and any provisions of other applicable law apportioning such taxes.

Notwithstanding the above, the following clarifications and/or modifications of the general rule set forth above shall apply:

- (a) All taxes generated by my Residuary Estate shall be apportioned within my Residuary Estate to the share or shares generating the tax but shall not be apportioned between current and future interests, such as a life estate and remainder, even if one and not the other is taxable.

### **ARTICLE III. DISPOSITION OF TANGIBLE PERSONAL PROPERTY.**

- 3.1. If the property is part of my estate at the time of my death, I give my 1962 Cadillac coupe deVille to friend, Richard Sterling, if such beneficiary survives me, but if such beneficiary does not survive me, this gift shall lapse.
- 3.2. I may leave a handwritten note or signed memorandum identifying certain items of tangible personal property, as defined below, and the persons to whom I give such tangible personal property. If I do leave such a handwritten note or memorandum, I request my Executor to distribute the tangible personal property listed therein as if the terms of the note or memorandum were fully set forth in this Will. If I leave several handwritten notes or memoranda, and there is any conflict or ambiguity, the last dated instrument shall control. However, if no note or memorandum is found within 30 days of the Executor's qualification, it shall be presumed that no such note or memorandum exists.
- 3.3. I give and bequeath all my tangible personal property not otherwise disposed of hereunder or by separate memorandum to my spouse, BETTY HOFSTADT DRAPER, if my spouse shall survive me. If my spouse shall not survive me, then to my children, or whichever one or more survives me. The term "tangible personal property" shall include, but not be limited to, my household goods, jewelry, furniture, furnishings, equipment, automobiles, art, antiques, stamp and coin collections, and other collectibles, together with all insurance policies relating thereto. The term does not include property primarily held for investment purposes, nor does it include any property held for use in a trade or business, ordinary currency and cash or bullion.
- 3.4. If my spouse does not survive me, I direct that each of the aforementioned beneficiaries may select from the foregoing those items of tangible personal property they may wish to retain, and I hereby give and bequeath to each beneficiary the items selected. If my beneficiaries are unable to agree as to the recipient of any item, I authorize and direct my Executor to make the decision. If, in the sole judgment of my Executor, any such beneficiary is too young to make a prudent selection, I authorize my Executor to make a selection on behalf of the beneficiary.
- 3.5. If any of the beneficiaries is a minor at the time of delivery of any items of tangible personal property, I authorize my Executor, in the Executor's discretion, to deliver the items either directly to the beneficiary, or to the beneficiary's guardian, or to the person having the care and custody of the beneficiary, and a duly executed receipt from the

beneficiary or guardian or other person shall constitute a complete acquittance to my Executor with respect to the bequest.

3.6. My Executor, in the Executor's sole discretion, may sell, donate, or otherwise dispose of any items of tangible personal property not selected, and the sale proceeds, if any, shall be added to my Residuary Estate.

3.7. The expense of packing, shipping, insuring, and delivering tangible personal property to an individual under this Article III at such individual's residence or place of business shall be paid by my Executor as an administration expense.

Notwithstanding the foregoing, my Executor has full authority as to the allocation of such costs and can decline any such cost if, in the Executor's absolute discretion, the cost is deemed disproportionate or excessive.

3.8. If none of the aforementioned beneficiaries of my tangible personal property survives me, then my Executor shall make a reasonable effort to sell such property (the extent of said reasonable effort being in the Executor's sole discretion), with the proceeds of any sold items added to my Residuary Estate, and to then donate or discard any remaining property, in the Executor's sole discretion.

#### **ARTICLE IV. DISPOSITION OF RESIDUARY ESTATE.**

I give, devise, and bequeath all the rest, residue, and remainder of my estate, real, personal, and mixed, of whatever kind and nature and wherever situated, of which I may die seized or possessed, or in which I may have any interest or over which I may have any power of appointment or testamentary disposition, including any lapsed dispositions, including my entire one-half interest in the community property of my spouse and myself and my entire one-half interest in my quasi-community property (my "Residuary Estate") as follows:

4.1. To my spouse, if my spouse survives me.

4.2. If my spouse fails to survive me, one share for each of my children who survive me and one share for the issue who survive me of each of my children who predecease me. The issue of a predeceased child shall take in the manner provided in California Probate Code Section 240. Each share so provided for a child or issue of a deceased child shall be distributed outright to such beneficiary. Notwithstanding the foregoing, if any such child or issue of a deceased child is a minor at my death, such share shall be distributed in accordance with Section 4.5 below.

4.3. If my spouse and I shall die under circumstances that there is not sufficient evidence to determine the order of our deaths, then it shall be presumed that I survived my spouse and my estate shall be administered and distributed, in all respects, in accordance with this presumption.

4.4. If, at any time, no person designated in this Will (including any trust established herein) to receive any portion of my estate is living, so that the disposition of any portion of my estate is not provided for by this Will, such property shall be distributed outright to the persons to whom and in the shares and proportions in which my estate would have been distributed according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect at the time I am

deemed to have died. For any assets of any trust estate created by this Will to be distributed to my heirs, those heirs shall be determined as if I had died intestate immediately following the termination of the trust of each shares, and the identity and shares of those heirs shall be determined according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect at the time I am deemed to have died.

- 4.5. If at any time any beneficiary under this Will or a trust created hereunder, if applicable, is a minor, or it appears to the Executor or Trustee, if any, that any beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the Executor or Trustee, if any, in lieu of making direct payments to the beneficiary, may continue to hold the property to which the minor is entitled, or make payments (1) to the beneficiary's conservator or guardian; (2) to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state (including a custodian selected by the Executor) to be held for the maximum period of time permitted by law; (3) to one or more suitable persons as the Executor or Trustee deems proper, such as a relative of or a person residing with the beneficiary, to be used for the beneficiary's benefit; (4) to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or (5) to an account in the beneficiary's name. The receipt of payments by any of the foregoing shall constitute a sufficient discharge of the Executor for all purposes.

## **ARTICLE V. DESIGNATION OF EXECUTORS.**

- 5.1. I nominate and appoint my friend, PEGGY OLSON, as Executor of my Will. Should PEGGY OLSON be unwilling or unable to serve as Executor, or if they shall at c appoint my friend, JOAN HARRIS, to serve as first successor Executor.
- 5.2. All Executors shall be entitled to reimbursement as ordered by the court. All Trustees, if any, shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred in performing the duties in accordance with this instrument and any trusts created hereunder.
- 5.3. The word Executor shall mean the person or entity who qualifies and serves as personal representative of my estate, executor or administrator, and indicates successor personal representatives.
- 5.4. All Executors shall be entitled to statutory and extraordinary compensation as ordered by the court. All Trustees, if any, shall be entitled to reasonable compensation for the duties performed in accordance with this instrument and any trusts created hereunder. Reasonable compensation for an individual Trustee means such fees as, from time to time, are recognized in the area as ordinary and reasonable for the service performed. Reasonable compensation for a bank or trust company shall be in accordance with its published fee schedule in effect at the time the services for which the fee is charged are performed, and if no such fee schedule is in effect, such fees as, from time to time, are recognized in the area as ordinary and reasonable for the service performed.
- 5.5. None of my Executors or Trustees of trusts created under this instrument, if any, shall be required to give any bond or other security for the faithful performance of her, his, or its

duties as Executor or Trustee, as the case may be, in the State of California or elsewhere, unless required by court.

#### **ARTICLE VI. GUARDIANS FOR MY MINOR CHILDREN.**

- 6.1.** If a guardian is necessary for any minor children of mine, I nominate and appoint my friend, MEGAN CALVET, to be the guardian of the person and estate of any minor children of mine.
- 6.2.** I direct that no bond or other security be required in the State of California or elsewhere of any of the above-named guardians for the faithful performance of any such designee's duties as guardian.

#### **ARTICLE VII. POWERS OF THE EXECUTOR.**

- 7.1.** My Executor and Trustee, if any, shall have all powers now or hereafter conferred by law on executors and trustees in every jurisdiction in which my Executor or Trustee, if any, shall act, except as otherwise specifically provided in this Will, including, but not limited to, any powers enumerated in this Will. My Executor shall further have full authority to administer my estate under the California Independent Administration of Estates Act. It is my intent that the powers granted below be construed in the broadest manner permitted by law:

- (a) With respect to any and all digital assets, (1) to access, use and control my digital devices, including, but not limited to, desktop computers, laptop computers, tablets, peripheral storage devices, mobile telephones, smart phones (including Apple iPhones and other Apple devices), and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops with the purpose of accessing, modifying, deleting, controlling, or transferring my digital assets; (2) to access, modify, delete, control and transfer my digital assets, including, but not limited to, any and all of my emails, email accounts, digital music, digital photographs, digital videos, hotel points, airline miles, software licenses, social network accounts, file-sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online store accounts, affiliate programs, other online accounts, (including any such accounts encompassed by any Apple ID associated with my name), and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops; (3) to access any of my electronically stored information; (4) and the content of any communication that has been electronically stored by the service provider for that communication or that is carried or maintained by the service provider for that communication; and (5) to access any record or other information pertaining to me with respect to that service.

I direct that the terms used in this authorization are to be construed as broadly as possible and that this authorization of access be construed as my lawful consent under the Electronic Communications Privacy Act of 1986, as amended; the Computer Fraud and Abuse Act of 1986, as amended; the California Revised Uniform Fiduciary Access to Digital Assets Act; and any other applicable Federal

or state data privacy law or criminal law. In furtherance of providing the broadest and amplest possible digital asset powers, I direct my estate to indemnify and hold harmless any Executor and/or digital asset provider who relies on this power in accessing or providing the requested information, even if in violation of my own lifetime terms of service agreements or prior privacy elections with the provider.

- (b) To take possession or control of all of my estate subject to disposition by this Will, and to collect all debts due to me or to my estate;
- (c) To receive the rents, issues, and profits from all real and personal property in my estate until the estate is settled or delivered over by order of court to my heirs or beneficiaries;
- (d) To pay taxes on, and take all steps reasonably necessary for the management, protection, and preservation of, all property in my estate;
- (e) To commence and prosecute, either individually or jointly with my heirs or beneficiaries, any action necessary or proper to quiet title to or recover possession of any real or personal property in my estate; and at the trust's expense, to prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the trust property and of the Trustee, if any, in the performance of the Trustee's duties;
- (f) To vote in person, and give proxies to exercise, any voting rights with respect to any stock, any membership in a nonprofit corporation, or any other property in my estate, and waive notice of a meeting, give consent to the holding of a meeting, and authorize, ratify, approve, or confirm any action that could be taken by shareholders, members, or property owners;
- (g) To insure the property of my estate or any trust created under this Will against damage or loss, and insure the Executor or Trustee, if any, against liability to third persons;
- (h) To deposit money belonging to my estate or any trust created under this Will in an insured account in a financial institution in California;
- (i) To pay any and all charges reasonably incurred in connection with or incidental to the distribution of any property of my estate, including but not limited to expenses of storage, freight, shipping, delivery, packing, and insurance; and, on any accounting, treat any such expenditures as expenses of the administration of my estate;
- (j) To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my estate, or on the amount of taxes that may be payable, the executor shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; disclaim all or any portion of any interest in property passing to my estate at or after my death; and determine when an item is to be treated as taken into income or used as a tax deduction;

- (k) To exercise an option right after authorization by order of court, upon a showing that the exercise would be to the advantage of my estate, and use any funds or property in my estate to acquire the property covered by the option;
- (l) To hold a security in the name of a nominee or in any other form without disclosure of my estate so that title to the security may pass by delivery;
- (m) To exercise any subscription rights owned or received by my estate by reason of owning securities, after authorization by court upon a showing that it is to the advantage of my estate; with respect to securities held in trust, to exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers;
- (n) To retain any property, real or personal, to carry on any business in which I may have an interest, and to invest and reinvest in any property, real, or personal, all as the Executor or Trustee may determine, without regard to any requirement for diversification; such power includes the authority to:
  - (1) To open, maintain, and operate for any trust created under this Will margin accounts and other speculative accounts with brokers, including but not limited to accounts involving the following items: options, precious metals, stocks, bonds, securities of all types (including uncovered puts and calls, or combinations, and commodities of all types (including contracts for the future delivery of commodities). In that connection, the trustee shall have the further power to borrow money and to pledge any and all stocks, bonds, securities, commodities, and contracts for the future delivery thereof, held or purchased by the trustee, with any such brokers as security for loans and advances made to the trustee. It is the purpose of this provision to give the Trustee full power to invest and reinvest the trust funds with the greatest possible latitude, even though assuming a greater than customary risk of loss, without being restricted to forms of investments that may otherwise be permitted to fiduciaries by law, and without regard to diversification;
  - (2) To acquire and maintain as a trust asset a life insurance policy on the life of any person, including the trustee, issued by any company and in any amount that the trustee may deem advisable, and to exercise all rights of ownership granted in that policy;
  - (3) To continue to hold and operate any business or other enterprise that is or becomes trust property, on such terms and for such a time as the trustee, in the trustee's discretion, deems advisable; to purchase, acquire, invest in, or otherwise participate in any business or other enterprise on behalf of the trust; or to sell, dissolve, liquidate, or terminate any such business. The trustee shall

also have the power to incorporate, reorganize, or otherwise change the form of a business or enterprise that is part of the trust, through merger or consolidation of two or more enterprises or otherwise, and to participate in that business or enterprise as a sole proprietor, as a general or limited partner, as a shareholder, or in any other capacity. Any operation, sale, purchase, acquisition, investment in, or dissolution or liquidation of a business interest, in good faith, shall be at the risk of the trust, and without liability on the part of the trustee for any resulting losses. The trustee shall also have the power to contribute capital or loan money to the business or enterprise on such terms and conditions as the trustee deems advisable;

- (4) To hold, operate, sell, purchase, acquire, invest in, or liquidate any farming or ranching property, or any interest in farming or ranching property, whether organized as a sole proprietorship, general or limited partnership, corporation, or otherwise, on such terms and for such time as the trustee, in the trustee's discretion, deems advisable. Any such operation, sale, purchase, acquisition, investment, or liquidation, in good faith, shall be at the risk of the trust and without liability on the part of the trustee for any resulting losses. The trustee shall have all powers necessary or appropriate to carry out the management of such farming or ranching property, including, but not limited to, the following specific powers: the power to enter into crop lease arrangements, the power to cut timber or to clear property and the power to apply for and receive payments under government agricultural programs. The trustee shall also have the power to incorporate any farming or ranching property, or any interest therein, and to hold the stock as a trust asset; to borrow money for any purpose related to the operation, or the acquisition or disposition, of any such farming or ranching interests; and to employ agents in the management and operation of that property. The net profits and losses from the farming and ranching operations conducted by the trust shall be computed in accordance with recognized methods of accounting for comparable activities. The net profits from these activities shall become trust income. The net losses from these activities shall not reduce other trust income for the fiscal or calendar year during which they occur but shall be carried into subsequent fiscal or calendar years and reduce the net profits of the business for those years;
- (o) To sell, at either public or private sale and with or without notice, and grant options for the sale or exchange of any estate or trust property, real or personal, including any property located outside the State of California allowing sales or options to any Executor or Trustee, if any, or beneficiary at fair market value, whether from my estate to any trust or from any trust to my estate or from one trust to another, for cash or on credit, with or without security within or beyond the term of the trust, on terms that the Executor or Trustee, if any, may determine, and to convey, exchange, partition and divide trust property, subject only to any notice requirements or confirmation of court required by law; however, in the case of sale to any individual serving as either Executor or Trustee, if any, hereunder, the sale shall also be to the advantage of the estate;



- (p) To lease any property, real or personal, for any period, on terms (including options for renewal) that the Executor or Trustee, if any, may determine, regardless of whether the terms are within or extending beyond the expiration of the trust, whether the leased property is commercial or residential, the number of units leased, allowing leases to the Trustee, if any, at fair market value, and to manage, control, improve, maintain, or take any other action with respect to real or personal property, subject only to any notice requirements or confirmation of court required by law;
- (q) To dispose of or abandon tangible personal property that is a specific gift, when the cost of collecting, maintaining, and safeguarding the property would exceed its fair market value; or in the Trustee's discretion, to abandon any unproductive trust asset or interest therein;
- (r) To compromise or settle any claim, action, or proceeding by or for the benefit of, or against, me, my estate, or the Executor or Trustee, if any, subject only to any notice requirements or confirmation of court that may be required by law; and to pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, with or without consideration;
- (s) To permit any income beneficiary (and the guardian of any minor income beneficiary and the family of such guardian) to use any real property or tangible personal property held hereunder for the benefit of the beneficiary, rent free or otherwise, on terms that the Executor or Trustee (other than the beneficiary or guardian) may determine;
- (t) To borrow money for any purpose, from others or from any Executor or Trustee, with or without security, and to mortgage or pledge any property, real, or personal;
- (u) To employ and discharge agents and employees who may be an individual Executor or Trustee, or who may be associated or affiliated with an individual Executor or Trustee, or who may be descendants or other persons related to an individual Executor or Trustee or to me or a company associated with such persons, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the Trustees in the management of any trusts created under this Will, and to treat their compensation as administrative expenses, without diminishing the compensation to which the Executor or Trustee is otherwise entitled, subject only to any notice requirements or confirmation of court required by law; and
- (v) To make any distribution or division of property wholly or partly in kind, whether or not pro rata, using specific assets or undivided interests therein.

**7.2.** With respect to any trust created hereunder, the Trustee shall, in addition to the powers now or hereafter conferred on trustees by law (and those enumerated above), have the authority to:

- (a) To engage as a fiduciary in transactions between the Executor Trustee when those transactions are in the best interest of any trusts under this Will;

- (b) To make loans to trust beneficiaries out of funds of the trust and to guarantee the repayment of loans made to trust beneficiaries by third parties by encumbering trust assets;
- (c) To sever any trust into two or more separate trusts having identical terms and beneficiaries as the original trust, and to combine two or more trusts having identical terms and beneficiaries (whether or not the trusts resulted from division of a prior trust), at any time and from time to time (whether before or after funding), without approval of any court, for any administrative, tax or other purpose determined by the Trustee to be in the best interests of any beneficiary (including any remainderman) hereunder;
- (d) To hold the property of any separate trusts as an undivided whole, but the separate trusts must have undivided interests, and no such holding defers the vesting of any estate in possession or otherwise;
- (e) To allocate administration expenses to income or principal in proportions that the Executor or Trustee may determine, to the extent this discretion is permitted under applicable law, without liability to any person for any consequences of the allocation;
- (f) To allocate my generation-skipping transfer tax exemption (to the extent not otherwise allocated to lifetime transfers) among the bequests under this Will in amounts and proportions that the Executor may determine, without liability to any person for any consequences resulting from the allocation;
- (g) To change the situs of any trust at any time and from time to time, for the convenience of the beneficiaries or the Trustee, or for any other reason;
- (h) To accept additions to any trusts created by this Will, from any source and at any time; all such additions shall become a part of the trust and shall be held, administered, and distributed in accordance with the terms of the trust. Any additions to the trust shall be made by designating in writing the property to be added. However, the titling of any account, deed, or similar asset in the name of the Trustee, as Trustee of the trust, shall be deemed to be a transfer to the trust. Any designation by a third party, whether by will, deed, account title designation, or similar transfer, shall also be a transfer to the trust estate. No addition shall become part of the trust estate until it is accepted in writing by the Trustee;
- (i) To treat capital gains on the books, records and tax returns of any trust as part of a distribution to a beneficiary of the trust to the extent of principal distributed to the beneficiary;
- (j) To subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration;
- (k) To make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the Trustee deems advisable;

- (l) To enforce any obligation owing to a trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and to purchase any property subject to a security instrument held as trust property at any sale under the instrument;
- (m) To extend the time for payment of any note or other obligation held as an asset of, and owing to, a trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust; and
- (n) To enter into oil, gas, and other mineral leases, on terms deemed advisable by the trustee; enter into any pooling, unitization, repressurization, community, or other types of agreements relating to the exploration, development, operation, and conservation of mineral properties; drill, mine, and otherwise operate for the development of oil, gas, and other minerals; contract for the installation and operation of absorption and repressuring plants; and install and maintain pipelines. Any such leases or agreements may be for a term within or extending beyond the term of the trust.

**7.3.** If at any time any trust created under this Will includes shares of stock in any corporation that has elected to be governed by the provisions of Subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code (I.R.C. Section 1361 et seq., or any successor sections), then notwithstanding any other provision of this Will, the trustee shall at all times manage those shares, and administer that trust, in a manner that will maintain the S corporation status. To satisfy this obligation, but without limiting the discretion of the trustee to take any action to protect the S corporation status, the Trustee shall act as follows:

- (a) The Trustee shall allocate or distribute shares of S corporation stock only to those trusts or those beneficiaries that are permitted to be shareholders of an S corporation.
- (b) If shares of S corporation stock are allocated to any trust created under this instrument and that trust does not otherwise qualify as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section, then notwithstanding any other provision of this instrument, that trust (or any portion of that trust containing S corporation stock) shall be administered so as to ensure that it is a Qualified Subchapter S Trust (QSST), an Electing Small Business Trust (ESBT), or some other form of trust that qualifies as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section, other than a trust described in Internal Revenue Code Section 1361(c)(2)(A)(i). The S corporation stock in each such trust shall be held in separate share trusts (within the meaning of Internal Revenue Code Section 663(c), or any successor section) for each beneficiary; and all other property in each trust shall be held in a separate trust, which shall continue to be administered in accordance with the terms of this instrument. With respect to the separate share trusts holding S corporation stock, the trustee shall make distributions of income and principal, and otherwise administer the trusts, to ensure that those trusts do not become ineligible shareholders of an S corporation. To the extent that the terms of this instrument are inconsistent with

those separate share trusts qualifying as permitted shareholders of an S corporation, those terms shall be disregarded.

- (c) The Trustee shall have the power (1) to enter into agreements with other shareholders or with the corporation relating to transfers of S corporation stock or the management of the S corporation; and (2) to allocate amounts received, and the tax on undistributed income, between income and principal. During the administration of a trust holding S corporation stock, the Trustee may allocate tax deductions and credits arising from ownership of S corporation stock between income and principal. In making those allocations, the trustee shall consider that the beneficiary is to have the enjoyment of the property at least equal to that ordinarily associated with an income interest.
- (d) The Trustee shall not distribute any S corporation stock to any beneficiary unless, prior to that distribution, the beneficiary enters into a written agreement with the S corporation stating the following: (1) that the beneficiary will consent to any election to qualify the corporation as an S corporation; (2) that the beneficiary will not interfere with the S corporation maintaining its S corporation status; (3) that the beneficiary will not transfer the S corporation stock to any transferee who does not agree to execute a similar consent; (4) that the beneficiary will not transfer the stock in a manner that will cause a termination of S corporation status under the then applicable federal and state tax law and regulations; and (5) that the beneficiary will join in any attempt to obtain a waiver from the Internal Revenue Service of a terminating event on the grounds of inadvertence if S corporation status is inadvertently terminated and the S corporation or any shareholder desires that S corporation status should continue.
- (e) If the Trustee receives any shares of S corporation stock whose stock certificates bear a legend stating that the transfer, pledge, assignment, hypothecation, or other disposition of the stock is subject to the terms set forth in the preceding subsection, then the stock certificates shall also bear that legend when the trustee distributes those shares of S corporation stock to a beneficiary.

#### **ARTICLE VIII. DEFINITIONS AND MISCELLANEOUS PROVISIONS.**

- 8.1.** If any provision of this instrument, or the application of any provision to any person or circumstance, shall be held invalid, the remainder of this instrument, and all other applications thereof, shall remain in full force and effect.
- 8.2.** For all purposes hereunder, the term "descendants" means the biological children of the person designated and the descendants of such children, and includes any person adopted before attaining age 18 and the adopted person's descendants. A posthumous child shall be considered as living at the death of such child's parent if that child was conceived before the parent's death or if the parent gave written permission for their genetic material to be used after such parent's death to conceive a child and the child was in utero within two years after such child's death.
- 8.3.** Words used in the singular may be read to include the plural or the plural may be read as the singular. Similarly, the masculine form may be read to include the feminine and

neuter; the feminine may be read to include the masculine and neuter; and the neuter may be read to include the masculine and feminine.

- 8.4.** For all purposes hereunder, the terms "real estate", "real property," and other terms of similar import shall be deemed to include interests in personal property having appurtenant rights of occupancy of real property, including but not limited to cooperative apartments.
- 8.5.** The term "Article" shall refer to such portion of text herein as shall be identified in its heading or caption as an "Article," including all subparagraphs or subsections within such Article. The headings which have been used throughout this Will have been inserted for administrative convenience only and do not constitute matter to be construed in interpreting this Will.
- 8.6.** All references herein to the "Internal Revenue Code" shall be construed as references to the Internal Revenue Code of 1986, as amended.
- 8.7.** If any beneficiary under this Will and I die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or I died first, I shall be deemed to have survived that beneficiary, and this Will shall be construed accordingly.
- 8.8.** For all purposes hereunder, the term "Digital Asset(s)" means an electronic record in which I have either a right or interest. The term does not include an underlying asset or liability. Digital Assets can be stored on computers (or other hardware or devices), in the cloud, or in online accounts. No matter the location, Digital Assets include, but are not limited to, online accounts (financial or otherwise), social media accounts, email, photographs and video, personal blogs, documents, computer and account passwords and other digital files that may require a username and password (or other identity verification methods) to access and manage. Digital Assets also includes any and all digital assets and devices encompassed by any Apple ID associated with my name, as I was the lawful owner and user of all devices and accounts associated with said Apple ID. For purposes of this definition, "electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities, and "record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form. For any communication related records or data, Digital Assets means both catalogue data and the content of the communications, unless the Executor's authority is limited in another article in this Will.
- 8.9.** For purposes of this Will, the following shall apply:
- (a) A person shall be deemed "incapacitated" or deemed to suffer from "incapacity" if any of the following circumstances apply:
    - (1) The person is unable, as determined by the Executor, or by the Trustee of any trust created under this Will, to provide properly for that person's own needs for physical health, food, clothing, or shelter, to manage substantially that person's own financial resources, or to resist fraud or undue influence;
    - (2) Either a medical doctor, board-certified neuropsychologist, or a board-certified psychiatrist, not related by blood or marriage to any executor or beneficiary, examines such person and declares under penalty of perjury that such person is

either temporarily or permanently incapacitated, according to generally accepted medical definitions;

- (3) The person is operating under a legal disability, such as a duly established conservatorship;
  - (4) The court makes a finding that the person is either temporarily or permanently incapacitated under the criteria set forth in Part 17 of the California Probate Code, or any successor statute thereto;
- (b) In case of temporary incapacity of a sole Executor or Trustee, the successor Executor or Trustee designated under this Will shall serve during the period of temporary incapacity as though they were the only Executor or Trustee. In case of temporary incapacity of a co-Executor or co-Trustee, the other co-Executor or co-Trustee shall make any and all decisions during the period of temporary incapacity as though that co-Executor [or co-Trustee] were the only Executor or Trustee.
  - (c) Any Executor or Trustee deemed to be temporarily incapacitated shall be deemed to be permanently incapacitated 90 days after the determination of temporary incapacity unless a determination of capacity is made within that 90-day period. If a determination of capacity is made, the Executor may resume serving as Executor or Trustee. If there is a subsequent determination of incapacity, the Executor or Trustee has another 90-day period to obtain a determination of capacity.
  - (d) Any successor Executor or Trustee (or co-Executor or co-Trustee) serving in place of a temporarily incapacitated Executor or Trustee shall not be relieved of liability until that Executor's or Trustee's account has been settled or an account has been waived by a majority of all current beneficiaries of the estate or trust.
  - (e) If any Executor or Trustee or any beneficiary whose capacity is in question disputes the determination of incapacity under any of the standards listed above, such person may petition the court for a finding regarding that person's capacity. The court's finding shall be conclusive. If the court determines that the Executor or Trustee or other person whose capacity is in question has capacity, the estate or trust property shall bear all expenses associated with the examination or court proceeding. If the court sustains the determination of incapacity, the individual challenging the determination of incapacity shall bear all expenses of the examination or court proceeding.
  - (f) Each individual Executor and Trustee agrees to cooperate in any examination reasonably necessary for the purpose of determining capacity, agrees to waive the doctor-patient privilege with respect to the results of such examination, and agrees to provide written authorization in compliance with the privacy regulations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d) for the disclosure and use of that Executor's or Trustee's health information and medical records to the extent that such disclosure and use are necessary to make a determination of the Executor's or Trustee's capacity. Refusal to submit to the examination, to provide the waiver, or to provide the written authorization when requested shall be deemed a resignation by that Executor or Trustee.

- 8.10.** As used in this Will, the term "education" includes all of the following: (1) education at public or private elementary, junior high, middle, or high schools, including boarding schools; (2) undergraduate, graduate, and postgraduate study in any field, whether or not of a professional character, in colleges, universities, or other institutions of higher learning; (3) specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether by private instruction or otherwise; and (4) formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise.
- 8.11.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.
- 8.12.** Whenever a division of property is specified to be made under this Will among the issue of an individual in the manner set forth in California Probate Code Section 240, the distribution shall be made as described in this section. The individual is referred to in this section as the Designated Ancestor. The first division shall be made at the generation of issue with members who survive the Designated Ancestor that is nearest in degree to the Designated Ancestor. The property shall be divided into as many equal shares as there are members of that generation who survive the Designated Ancestor plus deceased members of that generation who leave issue who survive the Designated Ancestor. Each member of that generation who survives the Designated Ancestor shall receive one such equal share. The equal share of each deceased member of that generation who leaves issue who survive the Designated Ancestor shall in turn be divided among that deceased member's issue who survive the Designated Ancestor in the manner described in this section as if the deceased member were the Designated Ancestor as to that share.
- 8.13.** If I predecease my spouse, I revoke any consent I have given during my lifetime to any nonprobate transfer on the death of any person, to anyone other than my spouse, of all or part of my community property interest in any asset described in California Probate Code Section 5000 (or any successor section), and instead I give to my spouse my community property interest in any assets affected by this revocation of consent. Notwithstanding the preceding sentence, this revocation of consent shall be inapplicable to any community property included in any express trust of which I am the settlor or a co-settlor, which shall continue to be governed by the terms of the applicable trust instrument. It is my intention that my spouse shall have full power to dispose of all community property assets to which this section of the will applies. If my registered spouse and I die simultaneously, or if it cannot be established by clear and convincing evidence whether my spouse or I died first, this section shall not apply.

#### **ARTICLE IX. NO-CONTEST.**

If any beneficiary shall contest the validity of this Will or any part of it, any trust which is a residuary legatee hereunder on any of the grounds listed below, then the right of that person to take any interest given to them by this Will shall be void, and any gift or other interest in my estate to which the beneficiary would otherwise have been entitled shall pass as if they have predeceased me. Such grounds include forgery, lack of due execution, lack of capacity, menace,

duress, fraud, undue influence, or disqualification of a beneficiary under California Probate Code §§ 6112 or 21380 or applicable successor statutes.

**ARTICLE X. MILITARY BENEFITS CLAUSE.**

Either I or my spouse has served in the Armed Forces of the United States. I therefore request that my Executor make appropriate inquiries to ascertain whether there are any benefits to which my dependents, my heirs or I may be entitled by virtue of any military affiliation. I specifically request that my Executor consult with a retired affairs officer at the nearest military installation, the Department of Veterans Affairs, and the Social Security Administration.

**ARTICLE XI. EXECUTION.**

[Intentionally left blank]



Executed on March 28, 2023, at LOS ANGELES, California.

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DONALD FRANCIS DRAPER, Testator

On the date written above, we, the undersigned, each being present at the same time, witnessed the signing of this instrument by DONALD FRANCIS DRAPER, who declared to use that this instrument was the will of DONALD FRANCIS DRAPER. At that time, the Testator appeared to us to be of sound mind and memory and, to the best of our knowledge, was not acting under fraud, duress, menace, or undue influence. Understanding this instrument, which consists of \_\_\_\_ pages, including the pages on which the signature of DONALD FRANCIS DRAPER and our signatures appear, to be the will of DONALD FRANCIS DRAPER, we subscribe our names as witnesses thereto

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 28, 2023, at LOS ANGELES, California.

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PETE CAMPBELL, Witness

Residing at

1234 Hollywood Dr., Hollywood, California 12345

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TRUDY CAMPBELL, Witness

Residing at

12345 Benson Blvd., Los Angeles, California 12345

## SELF-PROVING AFFIDAVIT

WITH THE ARMED FORCES AT LOS ANGELES, CA

We, the testator and the witnesses, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned state-licensed notary authorized by 10 U.S.C. § 1044d(c)(2)(C), that in the presence of the witnesses, the testator DONALD FRANCIS DRAPER signed and executed the instrument as the testator's military testamentary instrument and that the Testator had signed willingly (or willingly directed another to sign for the Testator), and that the Testator executed it as the Testator free and voluntary act for the purposes therein expressed. It is further declared that each of the witnesses, in the presence and hearing of the testator and the below named authorized notary, signed the military testamentary instrument as witness and that to the best of their knowledge the testator was at that time eighteen years of age or older or emancipated, of sound mind, and under no constraint or undue influence.

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DONALD FRANCIS DRAPER

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PETE CAMPBELL, Witness

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TRUDY CAMPBELL, Witness

Subscribed, sworn to and acknowledged before me by the testator, and subscribed and sworn to before me by the above-named witnesses, this date \_\_\_\_\_.

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FAYE MILLER, NOTARY PUBLIC

Commission Expires: December 31, 2023