THE LAST WILL AND TESTAMENT OF

John Doe

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DECLARATION

I, John Doe, a resident of the state of Texas and county of Anderson; and being of sound mind and memory, do hereby make, publish, and declare this to be my last will and testament, thereby revoking and making null and void any and all other last will and testaments and/or codicils to last will and testaments heretofore made by me. All references herein to "**this Will**" refer only to this last will and testament.

FAMILY

[This section varies depending on your marital and parental status.]

At the time of executing this Will, I am married to Jane Doe. The names of my children are listed below. Unless otherwise specifically indicated in this Will, any provision for my children includes the below-named children, as well as any child of mine hereafter born or adopted.

Ann Doe
Charles Doe
Mary Doe

[This paragraph will appear if you elect to disinherit a child.]

I specifically, intentionally and with full knowledge fail to provide for Mary Doe in this Will.

DEBT

I direct that as soon as is practical after my death, the executor named pursuant to this Will review all of my just debts and obligations, including last illness and funeral expenses, except for those secured long-term debts that may

be assumed by the beneficiary of such property, unless such assumption is prohibited by law or on agreement by the beneficiary. The executor is further directed to pay any attorneys' fees and any other estate administration expenses. The executor shall pay these just debts only after a creditor provides timely and sufficient evidence to support its claim and in accordance with applicable state law.

I direct that any estate, inheritance, and succession taxes, including any interest and penalties thereon, imposed by the federal government or any state, district, or territory, attributable to assets includible in my estate, passing either under or outside of this Will, be apportioned among the persons interested in my estate in accordance with applicable state and federal law. My executor is authorized and directed to seek reimbursement from the beneficiaries of my estate of any taxes paid by my executor to the extent allowed by law.

If my executor cannot collect from any person interested in the estate the amount of tax apportioned to that person, the amount not recoverable will be equitably apportioned among the other persons interested in the estate who are subject to apportionment.

If a person is charged with or required to pay tax in an amount greater than his or her prorated amount because another person does not pay his or her prorated amount, the person charged with or required to pay the greater amount has a right of reimbursement against the second person.

I further direct that if any beneficiary named in this Will is indebted to me at the time of my death, and evidence of such indebtedness is provided or made available to my executor, that share of my estate that I give to any and each such beneficiary be reduced in value by an amount equal to the proven indebtedness of such beneficiary unless: (i) I have specifically provided in this Will for the forbearance of such debt, or (ii) such beneficiary is the sole principal beneficiary.

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SPECIFIC BEQUESTS

[This section will appear if you elect to provide for specific bequests.]

(a) I give to the persons named below the following specific bequests, if owned by me at the time of my death:

1. To my daughter, Ann Doe,
   I give: My art collection.

If said beneficiary does not survive me, this specific bequest will be distributed to: Charles Doe. If said alternate beneficiary does not survive me, this specific bequest will lapse, be added to the residue of my estate, and be distributed to my remainder beneficiaries as set forth below.

[This section will appear if you elect to provide for digital specific bequests.]

(b) I give to the persons named below the following digital specific bequests, if owned by me at the time of my death:

1. To my daughter, Ann Doe,
   I give: My digital family photo collection stored in my home computer.

   If said beneficiary does not survive me, this specific bequest will be distributed to: Charles Doe. If said alternate beneficiary does not survive me, this specific bequest will lapse, be added to the residue of my estate, and be distributed to my remainder beneficiaries as set forth below.

SPECIFIC BEQUESTS TO CHARITABLE ORGANIZATIONS

[This section will appear if you elect to provide for charitable specific bequests.]

I give, devise, and bequeath to American Cancer Society, a nonprofit tax exempt organization in Oklahoma City, Oklahoma, or its lawful successor, the sum of $1,000.00 dollars to be used as determined by its Board of Directors in promoting its goals.

I give, devise, and bequeath to Feed the Children, Inc., a nonprofit tax exempt organization in Oklahoma City, Oklahoma, or its lawful successor, the sum of $1,000.00 dollars to be used as determined by its Board of Directors in promoting its goals.

I give, devise, and bequeath to XYZ Charity, a nonprofit tax exempt organization in Charlotte, Texas, or its lawful successor, the sum of $1,000.00 dollars to be used as determined by its Board of Directors in promoting its goals.

I instruct that all of my charitable gifts shall be made, to the extent possible, from property that constitutes "income in respect of a decedent" as that term is defined in the Internal Revenue Code.

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PRINCIPAL DISTRIBUTION CLAUSE

[This section will appear if you elect to distribute the rest of your property, after Specific and/or Charitable Bequests are distributed, to your spouse outright and free of trust.]

If my spouse, Jane Doe, survives me, I give, devise, and bequeath to my spouse all of the rest, residue, and remainder of my property and estate, real, personal, and mixed, tangible and intangible, of whatever nature and wherever situated, including all property I may acquire or become entitled to after the execution of this Will, including all lapsed legacies and devises (but excluding any property over which I may have a power of appointment, it being my intention not to exercise any such power), outright and free of trust, after payment of all my just debts, expenses, taxes, and specific bequests, if any.

[This section will appear if you elect to distribute the rest of your property, after Specific and/or Charitable Bequests are distributed, to your spouse to be held in trust.]

If my spouse, Jane Doe, survives me, all of the rest, residue, and remainder of my property and estate, real, personal, and mixed, tangible and intangible, of whatever nature and wherever situated, including all property I may acquire or become entitled to after the execution of this Will, including all lapsed legacies and devises (but excluding any property over which I may have a power of appointment) will be held in trust for Jane Doe's lifetime. Jane Doe shall be the sole trustee of this trust. The trust is to be administered and distributed as follows:

1. The trustee shall pay to Jane Doe or apply for Jane Doe's benefit all of the net income of the trust, with such payments to be made at regular intervals as determined in the trustee's sole discretion, except that the trustee shall make payments at least annually.

2. The trustee may also pay to or apply for the benefit of Jane Doe from time to time so much of the principal as the trustee determines is necessary for Jane Doe's health, education, maintenance, and support.

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3. In making any such discretionary distributions, the trustee may take into consideration all relevant circumstances, including but not limited to Jane Doe's accustomed standard of living and other assets and sources of income or support available to Jane Doe and known to the trustee.

On Jane Doe's death or if Jane Doe does not survive me, the remainder of my estate will be distributed to the alternate beneficiaries below.

PRIMARY REMAINDER BENEFICIARIES

[This section will appear if you elect to distribute all of your property to your children.]

I divide all of the residue and remainder of my gross estate, real and personal, wherever situated, into as many equal shares as there are living children of mine and deceased children of mine with issue then living. Each living child shall be given one share. Any share of my estate allocated to a deceased child with issue then living shall be further divided into shares for said issue, per stirpes. Unless otherwise indicated in my Will, the shares allocated to my children and the issue of my deceased children will be distributed to these beneficiaries, outright and free of trust. The terms "issue," "child," "children," include a person who has a parent-child relationship, as defined under applicable state law, with the person through whom this person claims benefits under my Will. These terms do include persons who are adults at the time of adoption.

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PRIMARY REMAINDER BENEFICIARIES

[This section will appear if you elect to distribute all of your property among many people.]

I give to the persons named below (my "Primary Remainder Beneficiaries"), all of the residue and remainder of my gross estate, real and personal, wherever situated, after payment of all my just debts, expenses, taxes and specific bequests, if any, in the percentages set forth below. Unless otherwise indicated in my Will, these shares shall be distributed outright and free of trust.

1. Name: Ann Doe
   Relation: Daughter

Percentage: 50%

If such beneficiary does not survive me, I direct that the share of my estate allocated to said beneficiary be distributed to: James Doe.

2. Name: David Doe
Relation: Brother
Percentage: 50%

If such beneficiary does not survive me, I direct that the share of my estate allocated to said beneficiary be distributed to: James Doe.

ALTERNATE REMAINDER BENEFICIARIES

[This section will appear if you elect to distribute all of your property equally to your children if your spouse passes away before you.]

If my spouse does not survive me, I divide all of the residue and remainder of my gross estate, real and personal, wherever situated, into as many equal shares as there are living children of mine and deceased children of mine with issue then living. Each living child shall be given one share. Any share of my estate allocated to a deceased child with issue then living shall be further divided into shares for said issue, per stirpes. Unless otherwise indicated in my Will, the shares allocated to my children and the issue of my deceased children will be distributed to these beneficiaries, outright and free of trust. The terms "issue," "child," "children," include a person who has a parent-child relationship, as defined under applicable state law, with the person through whom this person claims benefits under my Will. These terms do include persons who are adults at the time of adoption.

ALTERNATE REMAINDER BENEFICIARIES

[This section will appear if you elect to distribute all of your property to people other than your children or if you'd like to distribute unequal percentages to your children if your spouse passes away before you.]

If my spouse does not survive me, I give to the persons named below (my "Alternate Remainder Beneficiaries"), all of the residue and remainder of my gross estate, real and personal, wherever situated, after payment of all my just debts, expenses, taxes and specific bequests, if any, in the percentages set forth

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below. Unless otherwise indicated in my Will, these shares shall be distributed outright and free of trust.

1. Name: Charles Doe
   Relation: Son
   Percentage: 75%

   If such beneficiary does not survive me, I direct that the share of my estate allocated to said beneficiary be distributed to: Ann Doe.

2. Name: James Doe
   Relation: Brother
   Percentage: 25%

   If such beneficiary does not survive me, I direct that the share of my estate allocated to said beneficiary be distributed to: David Doe.

[The following paragraphs appear if you elect to distribute your property to your spouse in trust.]

On Jane Doe's death or if Jane Doe does not survive me, I give to the persons named below (my "Alternate Remainder Beneficiaries"), all of the residue and remainder of my gross estate, real and personal, wherever situated, after payment of all my just debts, expenses, taxes and specific bequests, if any, in the percentages set forth below. Unless otherwise indicated in my Will, these shares shall be distributed outright and free of trust.

1. Name: Charles Doe
   Relation: Son
   Percentage: 75%

   If such beneficiary does not survive me, I direct that the share of my estate allocated to said beneficiary be distributed to: Ann Doe.

2. Name: James Doe
   Relation: Brother
   Percentage: 25%

   If such beneficiary does not survive me, I direct that the share of my estate allocated to said beneficiary be distributed to: David Doe.

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DISTRIBUTION IF NO LIVING BENEFICIARIES

If at any time before full distribution of my estate all of my beneficiaries are deceased and this instrument directs no other disposition of the property, the remaining portion of my estate will then be distributed to my heirs determined according to the laws of intestate succession, specifically excluding Mary Doe.

TESTAMENTARY TRUST

[This section will appear if you elect to hold a beneficiary's share of your property in trust.]

Allocation of Trust Estate

Notwithstanding any other provision of this Will to the contrary, I direct that the share(s) of my estate allocated to the beneficiary(ies) designated below be held in trust and administered and distributed in accordance with the terms of this "Testamentary Trust" clause as set forth below.

1. That share of my estate given to Ann Doe will be held in trust until: Ann Doe is 30 years old.

2. One half of the share of my estate given to David Doe will be distributed outright and free of trust when David Doe reaches 21. The remainder of the share will be distributed outright and free of trust when David Doe reaches 30.

3. One third of the share of my estate given to Charles Doe will be distributed outright and free of trust when Charles Does reaches 21. One half of the remainder of the share will be distributed outright and free of trust when Charles Doe reaches 25. The remainder of the share will be distributed outright and free of trust when Charles Doe reaches 30.

4. The share of my estate given to James Doe will remain in trust for James Doe's lifetime.

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Nomination of Trustee

I nominate Helen Doe as trustee of all trusts created under this "Testamentary Trust" clause, to hold, administer, and distribute said trusts in accordance with the terms of the trusts as set forth herein.

If the above-named trustee is unable or unwilling to serve or continue to serve as trustee of the trusts created under this "Testamentary Trust" clause, I nominate James Doe as trustee, to hold, administer, and distribute the trusts in accordance with the terms of the trusts as set forth herein.

If all trustees nominated in this clause are unable or unwilling to serve or to continue to serve as trustee, the majority of beneficiaries of the trusts created under the "Testamentary Trust" clause shall nominate a successor trustee, subject to the approval of a court of competent jurisdiction. If these beneficiaries are unable to nominate a successor trustee, a court of competent jurisdiction shall appoint a successor trustee pursuant to a petition filed by the resigning trustee or any beneficiary of a trust created under this "Testamentary Trust" clause.

Distribution Provisions

The trustee shall distribute, in convenient installments to or for the benefit of a trust beneficiary, so much of the net income and principal of the beneficiary's trust share as the trustee deems necessary, in the trustee's discretion, for the health, education, maintenance, and support of said trust beneficiary. Education includes, but is not limited to, college, graduate school, vocational studies, and reasonably related living and travel expenses.

In exercising any power concerning discretionary payments of income or principal to or for the benefit of the beneficiary of any trust under this Will, the trustee shall consider other income or resources of the beneficiary known to the trustee and the trustee may rely on the written statement of the beneficiary about such other income or resources.

Any net income not distributed to the trust beneficiaries will be added to the principal of the applicable trust share and reinvested for future distribution.

When a trust beneficiary is entitled to distribution of the balance of the beneficiary's trust share in accordance with the trust provisions set forth above, the trustee shall distribute to such trust beneficiary the remaining principal and accumulated net income of his trust share, less the beneficiary's pro rata share of unpaid trust administration expenses.

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If a trust beneficiary survives me but predeceases the complete distribution of his or her trust, such trust will be terminated forthwith and the remaining principal balance and any accumulated but undistributed net income will be distributed to the deceased beneficiary's surviving heirs at law.

If a trustee determines, in the trustee's discretion, that the corpus of a trust share is of insufficient value to economically administer, the trustee may terminate the trust in accordance with applicable state law and distribute the accrued and undistributed net income and remaining principal balance of the trust share to the trust beneficiary, outright and free of trust.

CREDIT SHELTER TRUST

[This section will appear if you are married and answer yes to the credit shelter trust option.]

My spouse has the right to disclaim all or a portion of any property or other interests left to him or her under this Will, provided that my spouse do so within the qualifying time limit for the disclaimer pursuant to Section 2518 of the Internal Revenue Code of 1986, as amended from time to time (the "**Code**"), or a corresponding provision in any successor statute. Anything in the "Alternate Remainder Beneficiaries" clause to the contrary notwithstanding, if my spouse makes any such disclaimer, all such disclaimed property or interests will be distributed in trust to Jane Doe, as trustee of The John Doe Credit Shelter Trust.

During my spouse's lifetime, the trustee shall distribute net income and principal of the Credit Shelter Trust in accordance with the following provisions:

a. The trustee shall pay to my spouse or apply for his or her benefit all of the net income of the trust, with such payments to be made at regular intervals as determined in the trustee's sole discretion, except that the trustee shall make payments at least annually.

b. The trustee may also pay to or apply for the benefit of my spouse from time to time so much of the principal as the trustee determines is necessary for my spouse's health, education, maintenance, and support.

c. In making any such discretionary distributions, the trustee may take into consideration all relevant circumstances, including but not

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limited to my spouse's accustomed standard of living and other assets and sources of income or support available to my spouse and known to the trustee.

On the death of my spouse, the remaining Credit Shelter Trust assets will be distributed in accordance with the provisions of this Will, as if I had died on the date of my spouse's death and my spouse had not survived me.

GENERAL TRUST PROVISIONS

[This section will appear if you elect to provide for either a Testamentary Trust or if you are married and answer yes to the credit shelter trust option.]

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Trustee Powers

(a) General Powers and Duties. Each trustee of a trust created under this Will will have all of the powers deemed necessary and appropriate to administer that trust, including all powers granted under Texas law, subject to the trustee's fiduciary duties to the beneficiaries and any restrictions or limits set forth under Texas law.

(b) Specific Powers. In furtherance of subsection (a) above, the powers of the trustee include, but are not limited to, the powers to:

1. Collect, hold, maintain, manage, and administer the assets of the trust as if the trustee were the absolute owner of it;

2. Sell, trade, deal, encumber, mortgage, pledge, option, lease, lend, or improve the assets of the trust;

3. Invest, reinvest, and make purchases with the profits and principal of the trust in every kind of property, asset, and investment;

4. Borrow money from the trust for trust purposes;

5. Employ and pay reasonable fees to counsel, accountants, financial advisors, and any other professionals deemed necessary or advisable for the proper administration of the trust;

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6. Enter into contracts and otherwise execute any instruments on behalf of the trust;

7. Establish bank, brokerage, and other financial and nonfinancial accounts for and on behalf of the trust, and execute any and all documents on the trust's behalf in relation thereto, including any resolutions, certifications, or certificates required for such accounts;

8. Distribute or divide the assets of the trust in accordance with this Will (subject to any restrictions or limits set forth under Texas law), and execute any documents necessary to administer any trust or subtrust created by this Will;

9. Continue, operate, expand, manage, and sell any business that is a trust asset;

10. Commence, defend, arbitrate, and settle legal claims or actions concerning the trust or the assets and property in the trust;

11. Exercise voting rights, give proxies, and enter into voting agreements with respect to stock and other business ownership interests held by the trust;

12. Prepare tax returns and take any necessary or desirable actions with governmental agencies; and

13. Purchase and modify insurance.

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Physical Segregation of Trust Shares Not Required

If more than one trust is created under this Will, the trustee is not required to physically segregate or divide the assets of the various trusts, except if physical segregation or division is required on the termination of any of the trusts. Notwithstanding the forgoing, the trustee shall maintain separate books and records for each separate trust.

Bond Not Required

No trustee of any trust created under this instrument is required to post a bond.

Distribution Authority

If the trustee is required by this Will to divide any trust property into parts or shares or otherwise, the trustee is authorized, in the trustee's sole discretion, to make that division and distribution in identical interests, in kind, or partly in kind or partly in money, pro rata or non pro rata. For this purpose, the trustee may sell such trust property not specifically devised as the trustee deems necessary.

Trustee Compensation

The trustee is entitled to annual reasonable compensation for services rendered in that capacity. Trustee fees will be prorated for any partial years of service in amounts proportionate with the period of service during that year.

Spendthrift Provision

No interest in the principal or income of any trust created under this instrument may be anticipated, assigned, encumbered, or subjected to a creditor's claims or legal process until it is actually received by the beneficiary. This spendthrift provision constitutes one of the material purposes of the trusts created hereunder.

Payments to Minor Beneficiaries

The trustee may make distributions from a minor's trust share, up to the whole thereof, to the guardian of the minor's person, a custodian for the minor under the applicable Transfers to Minors Act, or Gifts to Minors Act, or the trustee may apply distributions directly for the minor's benefit.

Qualified Subchapter S Trust Provision

It is my intent that any trust created herein holding stock in a qualified subchapter S corporation, if any, for any beneficiary qualify as a qualified subchapter S trust ("**QSST**"). A QSST will have at least one beneficiary and the income of that trust will be distributed at least annually. If a trust is comprised of shares in a "small business corporation," as defined in Section 1361 of the Code or any successor thereto, the trustee may segregate said trust property into a separate trust and, as trustee, may modify the terms of said trust (if necessary) so that said trust will be a QSST as defined in the Code or any successor thereto. The trustee shall make any such modification by a written document signed by the trustee and delivered to the beneficiary of said trust or to the guardian of any minor beneficiary or conservator any incompetent beneficiary. The terms of the

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so-called QSST will continue for so long as necessary as long as an election under Section 1362 of the Code or any successor thereto, is in effect. When the trust property is no longer comprised of small business corporation stock or a Section 1362 election has not been made, the special QSST will terminate and the trust property will be held in accordance with the terms of the original trust.

EXECUTOR NOMINATION

I nominate my spouse, Jane Doe, and my brother, David Doe, to be the co-executors of this Will. If one of them is unable or unwilling to serve or to continue to serve as co-executor, the other one shall serve alone.

If, for any reason, my first nominee executor is unable or unwilling to serve or to continue to serve as executor of this Will, I nominate my friend, James Smith, to be the successor executor of this Will.

If, for any reason, the nominees designated above are unable or unwilling to serve or to continue to serve as executor of this Will, I nominate my mother, Helen Doe, to be the successor executor of this Will.

If none of the nominated executors are able, willing, and authorized to serve or continue to serve, and the vacancy is not filled as set forth above, the majority of estate beneficiaries shall nominate a successor executor. If the majority of estate beneficiaries are unable to nominate a successor executor, the vacancy will be filled pursuant to a petition filed by the resigning executor or any person interested in the estate in a court of competent jurisdiction.

MISCELLANEOUS EXECUTOR PROVISIONS

The term "**executor**" includes any executrix, personal representative, or administrator, if those terms are used in the statutes of any state that has jurisdiction over all or any portion of my estate.

My executor will have broad and reasonable discretion in the administration of my estate to exercise all of the powers permitted to be exercised by an executor under state law, including the power to sell estate assets with or without notice, at either public or private sale, and to do everything he or she deems advisable and in the best interest of my estate and the beneficiaries thereof, all without the necessity of court approval or supervision. I direct that my executor perform all acts and exercise all such rights and privileges, although

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not specifically mentioned in this Will, with relation to any such property, as if the absolute owner thereof and, in connection therewith, to make, execute, and deliver any instruments, and to enter into any covenants or agreements binding my estate or any portion thereof.

If there are two co-executors serving, they shall act by unanimous agreement. If there are more than two co-executors serving, they shall act in accordance with the decision made by the majority of co-executors.

Subject to specific provisions to the contrary, I authorize my executor to distribute a share of my estate given to a minor beneficiary, up to the whole thereof, to a custodian under the applicable Transfers to Minors Act or Gifts to Minors Act, if in the executor's discretion, it is in the best interests of the beneficiary. The executor may also make distributions to a minor by making distributions to the trustee of a trust created under this Will for a minor beneficiary, the guardian of the minor's person, or the guardian of the minor's estate.

No person named as an executor is required to post any bond.

I authorize my executor to make the following choices or elections in my executor's absolute discretion, regardless of the resulting effect on any other provisions of this Will or on any person interested in my estate or in the amount of any of the taxes referred to: (a) choose a valuation date for estate or inheritance tax purposes or choose the methods to pay estate or inheritance taxes; (b) elect to treat or use an item, for either federal or state tax purposes, as either an income tax deduction or as a deduction for estate or inheritance tax purposes; (c) determine when a particular item is to be treated as taken into income or used as a tax deduction, to the extent the law provides that choice; and (d) disclaim all or any portion of any interest in property passing to my estate at or after my death, even though any of these actions may subject my estate to additional tax liabilities. No person adversely affected by my executor's exercise of discretion under this clause is entitled to any reimbursement or adjustment, and my executor is not required to make any adjustment between income and principal or in the amount of any property passing under this Will as a result of any election under this provision.

I authorize my executor, without obtaining court approval, to employ professional investment counsel on such terms as my executor considers proper, and to pay the fees of investment counsel as an expense of administration of my estate. However, my executor is under no obligation to employ any investment counsel.

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I authorize my executor either to continue the operation of any business belonging to my estate for such time and in such manner as my executor may consider advisable and in the best interest of my estate, or to sell or liquidate the business at such time and on such terms as my executor may consider advisable and in the best interest of my estate. Any such good faith operation, sale, or liquidation by my executor will be at the risk of my estate and without liability on the part of my executor for any losses that may result.

My executor need take no action in the county court in relation to the settlement of my estate other than the probating and recording of this Will and the return of an inventory, appraisement, and list of claims of my estate. It is my intention that my executor qualify as an "Independent Executor" under Texas law.

GUARDIAN NOMINATION CLAUSE

[This section will appear if you have children, and elect to nominate a guardian of a minor child.]

I nominate my spouse, Jane Doe, and my brother, Joe Doe, to be the co-guardians of the person and estate of each minor child of mine. If one of them is unable or unwilling to serve or to continue to serve as co-guardian, the other one shall serve alone.

If, at any time during the minority of any child of mine, my first nominee guardian is for any reason unable or unwilling to serve or to continue to serve as guardian of the person and estate of each minor child, I nominate my mother, Helen Doe to be the guardian of the person and estate of each minor child of mine.

If, at any time during the minority of any child of mine, all of the individuals above are able or willing to serve or to continue to serve guardian of the person and estate of each such child, I nominate my friend, Gail Smith to be the guardian of the person and estate of each minor child of mine.

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ADDITIONAL GUARDIANSHIP PROVISIONS

[This section will appear if you nominate a guardian of a minor child.]

The term "**guardian**" as used in this Will includes any person herein named as a guardian of both the person and estate of my minor children.

As it is my desire that the loving care and treatment of my minor children be trusted in the guiding hands of the person designated by me as guardian of my minor children, I wish said guardian to exercise broad and reasonable discretion in dealing with the person and estate of my minor children so as to be able to do everything deemed advisable in the best interest of said minor children.

I direct that the guardian of my minor children perform all acts, take all proceedings and exercise all such rights and privileges, although not specifically mentioned in this Will, with relation to any matter affecting both the person and estate of those minor children.

If there are two co-guardians serving, they shall act by unanimous agreement. If there are more than two co-guardians serving, they shall act in accordance with the decision made by the majority of co-guardians.

No such person named as guardian in this Will is required to file any bond.

SIMULTANEOUS DEATH

If it cannot be established if a beneficiary of my estate survived me, the provisions of the applicable Uniform Simultaneous Death Act, as amended, or any substantially similar successor act effective on the date of my death, will apply.

NONLIABILITY OF FIDUCIARIES

Any fiduciary, including my executor and any trustee, who in good faith endeavors to carry out the provisions of this Will, will not be liable to me, my estate, my heirs, or my beneficiaries for any damages or claims arising because of their actions or inaction, or the actions of any predecessor fiduciary acting pursuant to this Will. My estate will indemnify and hold them harmless.

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SAVINGS CLAUSE

If a court of competent jurisdiction at any time invalidates or finds unenforceable any provision of this Will, such invalidation will not invalidate the whole of this Will. All of the remaining provisions will be undisturbed as to their legal force and effect. If a court finds that an invalidated or unenforceable provision would become valid if it were limited, then such provision will be deemed to be written, deemed, construed, and enforced as so limited.

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IN WITNESS WHEREOF, I, the undersigned testator, declare that I sign and execute this instrument on the date written below as my last will and testament and further declare that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed in this document, and that I am eighteen years of age or older, of sound mind and memory, and under no constraint or undue influence.

_____

(Signature of John Doe)

Date: _____

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ATTESTATION

This last will and testament, which has been separately signed by John Doe, the testator, was on the date indicated below signed and declared by the above named testator as his or her last will and testament in the presence of each of us. We, in the presence of the testator and each other, at the testator's request, under penalty of perjury, hereby subscribe our names as witnesses to the declaration and execution of the last will and testament by the testator, and we declare that, to the best of our knowledge, said testator is eighteen years of age or older, of sound mind and under no constraint or undue influence.

1. _____ _____
(Signature of witness) (Print Name)

Date:_____ _____
(Address)

_____
(City, State, ZIP)

2. _____ _____
(Signature of witness) (Print Name)

Date:_____ _____
(Address)

_____
(City, State, ZIP)

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SELF-PROVING AFFIDAVIT

State of Texas
County of _____

Before me, the undersigned authority, on this day personally appeared John Doe, _____, and _____, known to me to be the testator 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, John Doe, testator, declared to me and to the said witnesses in my presence that said instrument is the testator's last will and testament, and that the testator had willingly made and executed it as the testator's 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, that the said testator had declared to them that said instrument is the testator's last will and testament, and that the testator 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 and at the testator's request; that the testator was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

_____
Signature of John Doe

_____ _____
Signature of Witness Signature of Witness

Subscribed and sworn to before me by John Doe, testator, and by _____ and _____, witnesses, this _____ day of _____ A.D. _____.

(Seal) _____
Signature of Notary Public

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[This paragraph will appear if you choose to include final instructions and varies depending on your preference for the disposition of your remains.]

STATEMENT OF INTERMENT, CREMATION, and WISHES

I, John Doe, the undersigned, having previously executed a last will and testament on the date hereof, hereby state that, in addition to the directives and bequests set forth in said last will and testament, it is my desire that my remains be cremated.

My further wishes and directives are as follows: Spread my ashes in the sea.

Dated:_____ _____

Signature of John Doe

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Texas

County of _____

On this _____ day of _____, 20___, before me, the undersigned Notary Public, personally appeared John Doe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual who signed the foregoing statement of interment, cremation, and wishes and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by such signature, the person executed the instrument.

Witness my hand and seal.

Signature of Notary Public: _____

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