LAST WILL AND TESTAMENT

OF

Luke James Skywalker

(September 1, 2025)



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Last Will and Testament of
Luke James Skywalker

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Last Will and Testament
of
Luke James Skywalker

1. I, Luke James Skywalker, a resident of CITY, North Carolina, on this day, September 1, 2025, revoke any prior wills and codicils made by me and declare this to be my Last Will and Testament (hereinafter referred to as “Will”).

# Family Information

## My Wife

1. I am married to Barbara Skywalker. Any reference in my Will to “my wife” is to Barbara Skywalker.

## My Children and Descendants

1. I have two children: Billy Doe and John William Doe. All references in my Will to “my children” are references to any children subsequently born to or legally adopted by me.
2. In addition, “my children” includes any children subsequently born to or legally adopted by me.
3. References to “my descendants” are to my children and their descendants.

# Specific Distributions and Tangible Personal Property

## Specific Gift of Residence to My Wife

1. If my wife survives me, my Executor will distribute any real property (including buildings and improvements) used by my wife as her principal residence, to my wife, outright, free of trust. This gift includes insurance policies on the property and claims under the policies, and is subject to all liens and encumbrances against the property that exist at my death.

## Distribution of Tangible Personal Property by Memorandum

1. My Executor will distribute the tangible personal property that I have listed in a separate written memorandum to the people specified in the memorandum. If a listed item is insured, the person who receives the item will also receive the insurance policy and succeed to any claims under the policy. If there is a conflict among multiple memoranda, the latest memorandum will control.

## Distribution of Remaining Tangible Personal Property

1. My Executor will distribute my remaining tangible personal property to my wife, if she survives me. If she does not survive me, my Executor will distribute such property to Billy Doe and John William Doe (the personal property beneficiaries), in shares of substantially equal value, to be divided among the personal property beneficiaries as they agree. If my Executor determines that a personal property beneficiary is incapable of acting in his or her own best interest, my Executor will appoint a person to represent the personal property beneficiary in the division of the property.
2. If the personal property beneficiaries are unable to agree upon the division of the property within six months after my death, my Executor will make the division. My Executor may use a lottery or rotation system or any other method of allocation to determine the order of selection and distribution of the property. As an alternative, my Executor may sell all or any portion of the property and distribute the net proceeds equally among the personal property beneficiaries who are then living.
3. If none of the personal property beneficiaries are then living, my Executor will distribute such property according to the Articles that follow.
4. Any tangible personal property distributed under this Section also includes any insurance policies covering the property and any claims under those policies.

## Definition of Tangible Personal Property

1. For purposes of this Article, the term “tangible personal property” includes, but is not limited to, household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not include any tangible property that my Executor, in my Executor’s sole discretion, determines to be part of any business or business interest that I own at death.

## Ademption

1. If property to be distributed under this Article becomes part of my probate estate in any manner after my death, then the gift will not adeem simply because it was not a part of my probate estate at my death. My Executor will distribute the property as a specific gift in accordance with this Article. But if property to be distributed under this Article is not part of my probate estate at my death and does not subsequently become part of my probate estate, then the specific gift made in this Article is null and void, without any legal or binding effect.

## Incidental Expenses and Encumbrances

1. Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or to the beneficiary’s legal representative, my Executor will pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in my Will, my Executor will distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

# Residuary Distribution

1. If my wife survives me, I give the remainder of my estate to my wife outright, free of trust.
2. If my wife predeceases me, my Executor will administer the remainder of my estate according to the provisions of this Article and the Articles that follow.
3. My residuary estate will be distributed to my beneficiaries pursuant to the terms of this Article.

## Division of My Residuary Estate

1. My Executor will divide my residuary estate into shares as follows:

|  |  |  |
| --- | --- | --- |
| 1. **Name**
 | 1. **Relationship**
 | 1. **Share**
 |
| 1. Chewbacca
 | 1. friend
 | 1. 50%
 |
| 1. Yoda
 | 1. friend
 | 1. 25%
 |
| 1. Land Calrissian
 | 1. Uncle
 | 1. 25%
 |

1. My Executor will administer each beneficiary’s share as provided in the Sections that follow.

## Distribution of the Share for CHILD #1

1. My Executor will distribute the share set aside for CHILD #1 to him/her outright, free of trust.

### Distribution if CHILD #1 is Deceased

* + - 1. If CHILD #1 is deceased, CHILD #1′s share will be distributed to his/her descendants, per stirpes. If CHILD #1 has no living descendants, his/her share will be distributed pro rata to the other beneficiaries named in this Article. If there are no other named beneficiaries, his/her share will be administered as provided in Article Four, entitled “Remote Contingent Distribution.”

## Distribution of the Share for CHILD #2

1. My Executor will distribute the share set aside for CHILD #2 to him/her outright, free of trust.

### Distribution if CHILD #2 is Deceased

* + - 1. If CHILD #2 is deceased, CHILD #2′s share will be distributed to his/her descendants, per stirpes. If CHILD #2 has no living descendants, his/her share will be distributed pro rata to the other beneficiaries named in this Article. If there are no other named beneficiaries, his/her share will be administered as provided in Article Four, entitled “Remote Contingent Distribution.”

## Funding Shares on a Non–Pro Rata Basis

1. If my residuary estate is divided into two or more shares, my Executor may fund the shares on a non–pro rata basis, provided that funding is based on the total fair market value of the assets when allocated.

# Remote Contingent Distribution

1. If, at any time, the other provisions of my Will fail to provide for a beneficiary of any part of my probate estate or a part of any trust created under my Last Will and Testament, then that part will be distributed to those persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of North Carolina then in effect.

# Designation of Executor

## Executor

1. I appoint the following, in the order named, as my Executor:
	* + 1. First: Princess Leia
			2. Second: Darth Vader

# General Administrative Provisions

1. The provisions of this Article apply to my probate estate and to any trust created under my Will.

## No Bond

1. No Fiduciary is required to furnish any bond for the faithful performance of the Fiduciary’s duties, unless required by a court of competent jurisdiction and only if the court finds that a bond is needed to protect the interests of the beneficiaries. No surety will be required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

## Fiduciary Compensation

1. An individual serving as my Fiduciary, other than my wife, shall be entitled to fair and reasonable compensation for the services rendered as a fiduciary. A corporate fiduciary shall be compensated by agreement with an individual Fiduciary or, in the absence of an individual Fiduciary or in the absence of an agreement, in accordance with the corporate fiduciary’s published schedule of fees in effect at the time the services are rendered.
2. My Fiduciary may charge additional fees for services it provides that are not comprised within its duties as my Fiduciary such as fees for legal services, tax return preparation, and corporate finance or investment banking services.
3. In addition to receiving compensation, my Fiduciary may be reimbursed for reasonable costs and expenses incurred in carrying out its duties under my Will.

## Employment of Professionals

1. My Fiduciary may appoint, employ, and remove, at any time and from time to time, investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisers, agents, and employees to advise or assist the Fiduciary in the performance of its duties. My Fiduciary may act upon the recommendations of the persons or entities employed with or without independent investigation.
2. My Fiduciary may reasonably compensate an individual or entity employed to assist or advise my Fiduciary regardless of whether the person or entity shall be a fiduciary under my Will or a corporate affiliate of a fiduciary and regardless of whether the entity shall be one in which a fiduciary is a partner, member, stockholder, officer, director or corporate affiliate, or has any other interest.
3. My Fiduciary may pay the usual compensation for services contracted for under this Section out of principal or income of the trust as my Fiduciary may deem advisable. My Fiduciary may pay compensation to an individual or entity employed to assist or advise my Fiduciary without diminution of or charging the same against the compensation to which the fiduciary is entitled under my Will. Any fiduciary who shall be a partner, stockholder, officer, director, or corporate affiliate in any entity employed to assist or advise my Fiduciary shall nonetheless receive the fiduciary’s share of the compensation paid to the entity.

## Determination of Principal and Income

1. The provisions of North Carolina law related to the allocation of principal and income shall govern beneficiaries’ rights among themselves in matters concerning principal and income. If North Carolina law contains no provision concerning a particular item, my Fiduciary shall determine in a fair, equitable, and practical manner what shall be credited, charged, and apportioned between principal and income.

## Spendthrift Provision

1. Neither the income nor the principal of any trust created under my Will may be assigned, anticipated, encumbered, alienated, or otherwise voluntarily transferred in any manner by any beneficiary. In addition, neither the income nor the principal of any trust created under my Will is subject to attachment, bankruptcy proceedings or any other legal process, to the interference or control of creditors or others, or otherwise subject to any involuntary transfer.
2. This section does not restrict a beneficiary’s right to disclaim any interest or the exercise of any power of appointment granted in my Will or under the terms of any trust created under my Will.

## Distributions for Underage and Incapacitated Beneficiaries

1. If under another provision of my Will, any part of my probate estate is directed or required to be distributed outright to an individual who has not yet attained the age of 18 years or is incapacitated, then my Executor may distribute or retain that part of my probate estate as described in this Section.
2. When making a distribution, I request, but do not require, that my Executor consider the ability that the individual demonstrated in managing prior distributions. All decisions made by my Executor under this Section are final, controlling, and binding upon all beneficiaries subject to the provisions of this Section.
3. Property to which this Section applies may be:
	1. distributed directly to the beneficiary;
	2. distributed to the beneficiary’s guardian, conservator, parent, family member, or other person who has assumed responsibility for his or her care;
	3. distributed to any person or entity, including my Executor, as custodian for the beneficiary under the Uniform Transfers to Minors Act, or similar statute;
	4. distributed to other persons or entities for the benefit of the beneficiary;
	5. distributed to an agent authorized to act for the beneficiary under a power of attorney for property;
	6. retained in trust, with my Executor acting as trustee, distributing income and principal for any purpose, in any amount, using any of the methods described above, all in my Executor’s sole discretion, and upon the beneficiary’s death distributing the remainder as appointed by the beneficiary, and if not appointed, as though the beneficiary had predeceased me; or
	7. distributed or retained in any combination of one or more of the above.

## Maximum Term for Trusts

1. Notwithstanding any other provision of my Will to the contrary, unless terminated earlier under other provisions of my Will, each trust created under my Will terminates 21 years after the last to die of the descendants of my maternal and paternal grandparents and the descendants of my wife’s maternal and paternal grandparents, who are alive at the relevant time.
2. At that time, the remaining trust property will vest in and be distributed to the persons then entitled to receive mandatory distributions of net income of the trust and in the same proportions to which they are entitled to receive the net income. If no beneficiary is entitled to receive mandatory distributions of net income, then the remaining trust property will vest in and be distributed to the beneficiaries then entitled to receive discretionary distributions of net income of the trust, in equal shares.

## Representative of a Beneficiary

1. The guardian, natural parent, or agent under a validly executed power of attorney of a beneficiary may act for such beneficiary for all purposes under my Will or may receive information on behalf of such beneficiary.

## Distributions to Beneficiaries

1. Whenever my Will authorizes or directs my Fiduciary to make a distribution of net income or principal to a beneficiary, my Fiduciary may apply for the benefit of the beneficiary any property that otherwise could be distributed directly to the beneficiary. My Fiduciary shall have no responsibility to inquire into the beneficiary’s ultimate disposition of the distributed property unless specifically directed otherwise by my Will.
2. My Fiduciary may make distributions in cash or in kind, or partly in each, in proportions and at values determined by my Fiduciary. My Fiduciary may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that my Fiduciary determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.
3. My Fiduciary may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

## Ancillary Administration

1. In the event ancillary administration shall be required or desired and my domiciliary Executor is unable or unwilling to act as an ancillary fiduciary, my domiciliary Executor shall have the power to designate, compensate, and remove, with court approval, the ancillary fiduciary. The ancillary fiduciary may be either a natural person or a corporation. My domiciliary Executor may delegate to such ancillary fiduciary such powers granted to my original Executor as my Executor may deem proper, including the right to serve without bond or surety on bond. The net proceeds of the ancillary estate shall be paid over to the domiciliary Executor.

## Delegation of Authority; Power of Attorney

1. To the extent permitted by law, any Fiduciary may, by an instrument in writing, delegate to any other Fiduciary the right to exercise any power, including a discretionary power, granted the Fiduciary in my Will. During the time a delegation under this Section is in effect, the Fiduciary to whom the delegation was made may exercise the power to the same extent as if the delegating Fiduciary had personally joined in the exercise of the power. The delegating Fiduciary may revoke the delegation at any time by giving written notice to the Fiduciary to whom the power was delegated.
2. The Fiduciary may execute and deliver a revocable or irrevocable power of attorney appointing any individual or corporation to transact any and all business on behalf of the trust. The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that the Fiduciary could have exercised.

## Merger of Corporate Fiduciary

1. If any corporate fiduciary acting as my Fiduciary under my Will is merged with or transfers substantially all of its trust assets to another corporation or if a corporate fiduciary changes its name, the successor shall automatically succeed to the position of my Fiduciary as if originally named my Fiduciary. No document of acceptance of the position of my Fiduciary shall be required.

# Powers of My Fiduciaries

## General Grant of Powers

1. My Fiduciary may perform every act reasonably necessary to administer my estate and any trust. My Fiduciary may execute and deliver any and all instruments in writing, which my Fiduciary considers necessary to carry out any of the powers granted under my Will.

## Investment Powers in General

1. My Fiduciary may invest in any type of investment that my Fiduciary determines is consistent with the investment goals of my estate or any trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the trust’s overall investment portfolio.
2. Without limiting my Fiduciary’s investment authority in any way, I request that my Fiduciary exercise reasonable care and skill in selecting and retaining investments. I also request that my Fiduciary take into account the following factors in choosing investments for my estate or any trust:
	1. the potential return from the investment, both in the form of income and appreciation;
	2. the potential income tax consequences of the investment;
	3. the investment’s potential for volatility; and
	4. the role the investment will play in my estate or the trust’s portfolio.
3. I request that my Trustee, in arranging the investment portfolio of any trust, also consider the possible effects of inflation or deflation, changes in global and U.S. economic conditions, transaction expenses, and the trust’s need for liquidity.
4. My Fiduciary may access, establish, cancel, or continue online bank and investment accounts (through the Internet or other similar method) and conduct online banking transactions of any kind as authorized in my Will.
5. My Fiduciary may delegate its discretion to manage investments to any registered investment adviser or corporate fiduciary.

## Banking Powers

1. My Fiduciary may establish bank accounts of any type in one or more banking institutions that my Fiduciary may choose. My Fiduciary may open accounts in the name of my Fiduciary (with or without disclosing fiduciary capacity) or in the name of my estate or the trust. When an account is in the name of my estate or the trust, checks on that account and authorized signatures need not disclose the fiduciary nature of the account or refer to my estate, any trust or Fiduciary.
2. An account from which my Fiduciary makes frequent disbursements need not be an interest-bearing account. My Fiduciary may authorize withdrawals from an account by check, draft, or other instrument or in any other manner.

## Business Powers

1. My Fiduciary is authorized to serve as an officer, director, manager, or in any other capacity of any proprietorship, partnership, joint venture, corporation, or other enterprise in which my estate or any trust has an interest (whether or not such interest is total or controlling). My Fiduciary may receive compensation for its services.
2. My Fiduciary may contract with and otherwise deal with any such enterprise in the same manner as it would with any enterprise in which my estate or the trust has no interest and may use any voting power my Fiduciary may have to implement its authority (whether as my Fiduciary or as an officer, director, or other official of the enterprise).
3. With respect to any units in a limited liability company, limited partnership, or stock in a closely-held corporation (“closely-held company”) that become part of my estate or any trust, the powers granted to my Fiduciary in this Article shall not disqualify my Fiduciary from acting personally and independently, and not in a fiduciary capacity, with respect to any closely held company, from holding office in the closely-held company, from accepting remuneration from the closely-held company, from voting any units or stock in favor of my Fiduciary as a director or officer of the closely-held company, or from purchasing or selling units or stock of the closely-held company.
4. If any trust owns or acquires an interest in a business as a shareholder, partner, sole proprietor, member, participant in a joint venture or otherwise, my Trustee may exercise the authority and discretion provided for in this Section. The powers granted in this Section are in addition to and not in limitation of all other powers granted to my Trustee in my Will.

### No Duty to Diversify

* + - 1. Notwithstanding any duty to diversify imposed by state law, my Trustee may retain any business in which the trust has an ownership interest even though the interest may constitute all or a substantial portion of the trust property. I recognize that the value of a non-controlling interest in a business entity may be less than the underlying value of the net assets of the entity. Nonetheless, I authorize my Trustee to retain non-controlling business interests owned by the trust.

### Specific Management Powers

* + - 1. My Trustee shall have all power and authority necessary to manage and operate any business owned by the trust, whether directly or indirectly, including, without limitation, the express powers set forth in this subsection.
			2. My Trustee may participate directly in the conduct of the business, by serving as a general partner of a limited partnership, a member, manager, or managing member of a limited liability company, or a shareholder of a corporation, or may employ others to serve in that capacity.
			3. My Trustee may take part in the management of the business and delegate duties with respect to management, together with the requisite powers, to any employee, manager, partner, or associate of the business, without incurring any liability for the delegation. To the extent that the business interest held by the trust is not one that includes management powers (such as a minority stock interest, limited partnership interest, or a membership interest in a limited liability company), my Trustee shall have no obligation to supervise the management of the underlying assets, and no liability for the actions of those who do manage the business.
			4. My Trustee may enter into management agreements and nominee agreements whereby my Trustee and the trust may serve as the exclusive manager or nominee of property or property interests on behalf of a limited partnership, limited liability company, or corporation.
			5. My Trustee, individually or if my Trustee is a corporate fiduciary an employee of the Trustee, may act as a director, general or limited partner, associate, or officer of the business.
			6. My Trustee may participate with any other person or entity in the formation or continuation of a partnership either as a general or limited partner, or in any joint venture. My Trustee shall have and exercise all the powers of management necessary and incidental to a membership in the partnership, limited partnership, or joint venture, including the making of charitable contributions.
			7. My Trustee may reduce, expand, limit, or otherwise adjust the operation or policy of the business. My Trustee may subject the principal and income of the trust to the risks of the business for such term or period as my Trustee may determine.
			8. My Trustee may advance money or other property to any business in which the trust has an interest, make loans (subordinated or otherwise) of cash or securities to the business and guarantee the loans of others made to the business. My Trustee may borrow money for the business, either alone or with other persons interested in the business, and secure any such loan or loans by a pledge or mortgage of any part of any trust property
			9. My Trustee may select and vote for directors, partners, associates, and officers of the business. My Trustee may enter into owners’ agreements with a business in which the trust has an interest or with the other owners of the business.
			10. My Trustee may execute agreements and amendments to agreements that are necessary to the operation of the business including, but not limited to, stockholder agreements, partnership agreements, buy-sell agreements, and operating agreements for limited liability companies.
			11. My Trustee may generally exercise any and all powers necessary for the continuation, management, sale, or dissolution of the business. My Trustee may participate in the sale, reorganization, merger, consolidation, recapitalization, or liquidation of the business. My Trustee may sell or liquidate the business or business interest on such price and on such terms as my Trustee deems advisable and in the best interests of the trust and the beneficiaries. My Trustee may sell any business interest held by the trust to one or more of the beneficiaries this trust or to any trust in which a majority of the beneficiaries are one or more of the beneficiaries of this trust. The sale may be made in exchange for cash, a private annuity, an installment note, or any combination thereof.

### Business Liabilities

* + - 1. If any tort or contract liability arises in connection with the business, and if the trust is a responsible party with regard to the liability, my Trustee shall satisfy the liability first from the assets of the business, and only then from other trust property.

### Trustee Compensation

* + - 1. In addition to the compensation set forth in Section 6.02, my Trustee may receive additional reasonable compensation for its services in connection with the operation of the business. My Trustee may receive this compensation directly from the business, from the trust, or partly from both.

### Conflicts of Interest

* + - 1. My Trustee may exercise all of the powers granted in my Will even though my Trustee may be involved with or have a personal interest in the business.

## Contract Powers

1. My Fiduciary may sell at public or private sale, transfer, exchange for other property, and otherwise dispose any property contained in my probate estate or any trust for consideration and upon terms and conditions that my Fiduciary deems advisable. My Fiduciary may grant options of any duration for any such sales, exchanges, or transfers of trust property.
2. My Fiduciary may enter into contracts, and may deliver deeds or other instruments, as my Fiduciary deems appropriate.

## Common Investments

1. For purposes of convenience with regard to the administration and investment of any trust, my Trustee may invest part or all of the property jointly with trust property of other trusts for which my Trustee is also serving as a Trustee. For this purpose, a corporate fiduciary acting as my Trustee may use common funds for investment.
2. When trust property is managed and invested in this manner, my Trustee shall maintain records that sufficiently identify that portion of the jointly invested assets that constitute the property of the trust.

## Environmental Powers

1. My Fiduciary shall have the right to inspect property held directly or indirectly by my probate estate or any trust to determine compliance with or to respond to any environmental law affecting the property. “Environmental law” shall mean any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.
2. My Fiduciary may refuse to accept additional property if my Fiduciary determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to my estate, any trust, or to my Fiduciary.
3. My Fiduciary may use the income and principal of my probate estate or a trust to (i) conduct environmental assessments, audits, or site monitoring; (ii) take remedial action to contain, clean up, or remove any hazardous substance including a spill, discharge, or contamination; (iii) institute, contest, or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance; (iv) comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement, or clean-up of any hazardous substance; and (v) employ agents, consultants, and legal counsel to assist my Fiduciary in these actions.
4. My Fiduciary shall not be liable for any loss or reduction in value sustained by my probate estate or a trust as a result of my Fiduciary’s retention of property on which hazardous materials or substances requiring remedial action are discovered unless my Fiduciary contributed to the resulting loss or reduction in value through willful misconduct or gross negligence.
5. My Fiduciary shall not be liable to any beneficiary or to any other party for any decrease in the value of probate or trust property as a result of my Fiduciary’s compliance with any environmental law, including any reporting requirement.
6. My Fiduciary may release, relinquish, or disclaim any power held by my Fiduciary that my Fiduciary determines may cause my Fiduciary to incur individual liability under any environmental law.

## Farm, Ranch, and Other Agricultural Powers

1. With respect to any operating farm or ranch contained in my probate estate or any trust my Fiduciary may:
	1. retain, acquire, and sell the farm or ranch, whether as a sole proprietorship, partnership, or corporation;
	2. engage in the production, harvesting, and marketing of farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers;
	3. engage and participate in any government farm program, whether state or federally sponsored;
	4. purchase or rent machinery, equipment, livestock, poultry, feed, and seed;
	5. improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities, and acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature; and
	6. do all things I could have done if living to operate the farm or ranch operation to preserve its value for the benefit of the beneficiaries.

## Insurance Powers

1. My Fiduciary may purchase, accept, hold, and deal with as owner, policies of insurance on the life of a beneficiary of a trust or on the life of any person in whom the beneficiary has an insurable interest.
2. My Fiduciary may purchase disability, medical, liability, long-term health care, and other insurance on behalf of and for the benefit of the beneficiary. My Fiduciary may purchase annuities and similar investments for the beneficiary.
3. My Fiduciary shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy. My Fiduciary may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. My Fiduciary may assign the policy as security for the loan.
4. My Fiduciary shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.
5. My Fiduciary may elect any paid-up insurance or extended term insurance nonforfeiture option contained in a policy.
6. My Fiduciary shall have the power to sell any policy at its fair market value to anyone having an insurable interest in the policies including the insured.
7. My Fiduciary shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing the policy.
8. Upon termination of the trust, my Fiduciary shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

## Litigation and Settlement Powers

1. My Fiduciary may, at the expense of my probate estate or the trust, institute, join, compromise, settle, dismiss, and defend any actions, claims, or proceedings of whatever kind for the protection of my probate estate or the trust property and of my Fiduciary in the performance of my Fiduciary’s duties. This includes, but is not limited to, proceedings or class actions brought against any public entity or government agency, or brought by any such entity for attachment, recoupment, levy, invasion, reformation, or access of any kind to property of my probate estate or the trust. In the exercise of this power, my Fiduciary may retain and compensate legal counsel, advisors, and other personnel at the expense of my probate estate or the trust.

## Loans and Borrowing Powers

1. My Fiduciary may make secured or unsecured loans to any person (including a beneficiary), entity, trust, or estate, for any term or payable on demand, with or without interest. My Fiduciary may enter into or modify the terms of any mortgage or security agreement granted in connection with any loan and may release or foreclose on the mortgage or security.
2. My Fiduciary may borrow money at interest rates and on other terms that it deems advisable from any person, institution, or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.
3. My Fiduciary may encumber estate and trust property by mortgages, pledges, and other hypothecation and shall have the power to enter into any mortgage, whether as a mortgagee or mortgagor even though the term may extend beyond the termination of the trust and beyond the period that is required for an interest created under my Will to vest in order to be valid under the rule against perpetuities.
4. My Fiduciary may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Fiduciary may accept deeds in lieu of foreclosure.

## Nominee Powers

1. My Fiduciary may hold real estate, securities, and any other estate or trust property in the name of a nominee or in any other form without disclosing the existence of my estate, the trust, or fiduciary capacity.

## Oil, Gas, and Mineral Interests

1. My Fiduciary may acquire, maintain, develop, and exploit, either alone or jointly with others, any oil, gas, coal, minerals, or other natural resource rights or interests.
2. My Fiduciary may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell, and exchange any of such rights and interests on terms and for a price that my Fiduciary deems advisable.
3. My Fiduciary may execute leases, pooling and unitization agreements, and other types of agreements in connection with such oil, gas, coal, mineral, and other natural resource rights and interests even though such arrangements may extend beyond the termination of the trust and beyond the period that is required for an interest created under my Will to vest in order to be valid under the rule against perpetuities.
4. My Fiduciary may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it deems proper.
5. My Fiduciary may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the principal and income of my estate or the trust.

## Online Accounts, Digital Assets, and Digital Devices

1. Without limiting any other provision of my Will, and subject to the limitations of any other provision of my Will, my Executor has the powers described in this Section.
2. My Executor has full authority to deal with Online Accounts, Digital Assets, and Digital Devices of all kinds, wherever located. This authority includes, but is not limited to, the power to acquire, create, establish, access, control, modify, cancel, delete, continue, transfer, and take possession of such accounts, assets, and devices.
3. However, if I have used an online tool to direct the custodian of an Online Account, Digital Asset, or Digital Device to not disclose certain information, and if the online tool allows for the modification or deletion of that direction at all times, then such direction overrides the authority granted in this Section.

## Payment of Taxes and Expenses

1. Except as otherwise provided in my Will, my Fiduciary is authorized to pay all property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of my estate or any trust. All payments shall be a charge against my estate or the trust, as the case may be, and shall be paid out of income and to the extent that income is insufficient, then out of principal. The determination of my Fiduciary with respect to the payment of expenses shall be conclusive upon the beneficiaries.

## Professional Practice

1. If my estate or any trust owns or acquires an interest in a professional practice as defined in this Section, my Fiduciary may exercise the authority and discretion provided for in this Section. The powers granted in this Section are in addition to and not in limitation of all other powers granted to my Fiduciary elsewhere in my Will.

### Definition of Professional Practice

* + - 1. For purposes of my Will, the term “professional practice” shall mean any interest in a medical, dental, legal, veterinary, accounting, architectural, engineering, or other professional practice in which I participated as a licensed person at the time of my death. The term shall include my interest in any corporation, partnership, sole proprietorship, limited liability company, joint venture, or other entity that is engaged in providing the kind of professional services that I was licensed to render.
			2. A reference to my professional practice shall also include all real estate, equipment, furnishings, receivables, client or patients’ records, office records, and vehicles, but shall not include any interest in any retirement plan that is sponsored by the professional practice.

### Sale of the Practice

* + - 1. Following my death, it is my preference that my Fiduciary sell any interest in a professional practice that is contained in my estate or any trust as quickly as is practical in order to protect the value of the practice. My Fiduciary may sell my interest in the professional practice on such terms as my Fiduciary may deem appropriate.

### Appointment of Special Co-Fiduciary

* + - 1. Pending a sale of the professional practice, my Fiduciary may appoint a Special Co-Fiduciary that is licensed under the laws that govern the regulation of the professional practice. My Fiduciary may delegate to the Special Co-Fiduciary the authority to manage and operate the professional practice or to wind up the practice in a manner required under applicable law.

### Client or Patient Records

* + - 1. My Fiduciary is forbidden from reading or reviewing client or patient records and files of the professional practice if doing so would violate my professional obligation to the client or patient. My Fiduciary may employ another licensed professional or professional assistant to read and review client or patient records for any appropriate purpose. My Fiduciary shall ensure that the review is conducted in a manner that is consistent with the best ethical practices of my profession with appropriate safeguards for confidentiality and the avoidance of conflicts of interest.

### Drugs

* + - 1. Unless my Fiduciary is duly licensed, my Fiduciary is forbidden from taking permanent control or custody of any controlled substances (including any drugs, medicines, narcotics, chemicals, syringes, or other substances or paraphernalia that may be possessed only by a licensed professional). Under those circumstances, my Fiduciary may either sell such controlled substances as part of the professional practice or deliver them gratuitously to a licensed professional or health care facility authorized to hold and possess such controlled substances.

### Fiduciary Compensation

* + - 1. In addition to the Fiduciary compensation set forth in Section 6.02, my Fiduciary may receive additional reasonable compensation for its services in connection with the operation, sale or winding up of the professional practice. My Fiduciary may receive this compensation directly from the professional practice, from the trust or partly from both.

### Conflicts of Interest

* + - 1. My Fiduciary and any Special Co-Fiduciary may exercise all of the powers granted in my Will even though my Fiduciary may be involved with or have a personal interest in the professional practice.

## Qualified Real Property Valuation

1. My Trustee, other than an Interested Trustee, shall have the power to amend the terms of a trust holding “qualified real property” as defined in Section 2032A of the Internal Revenue Code, in order to permit the qualified real property to qualify or continue to qualify for special use valuation permitted under Section 2032A, even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

## Qualified Tuition Programs

1. My Trustee may purchase tuition credits or certificates or make contributions to an account in one or more qualified tuition programs as defined under Section 529 of the Internal Revenue Code on behalf of a beneficiary for the purpose of meeting the qualified higher education expenses of the beneficiary. With respect to an interest in any qualified tuition program, my Trustee is authorized to act as contributor (or similar designation given to the person who maintains control of an interest in the qualified tuition program) and take any and all actions to administer the interest, including, without limitation, the following:
	1. designate and change the designated beneficiary of the interest in the qualified tuition program;
	2. request withdrawals, both qualified and nonqualified;
	3. select among investment options and to reallocate funds in the interest in the qualified tuition program among different investment options;
	4. make rollovers to another qualified tuition program; and
	5. determine the allocation of any tax benefits or penalties to the beneficiaries of the trust.
2. Notwithstanding anything in this paragraph to the contrary, the designated beneficiary at all times must be a beneficiary of the trust from which the funds were distributed to establish the interest in the qualified tuition program. A Trustee’s investment in a qualified tuition program shall not be considered a delegation of investment responsibility under any applicable statute or other law.

## Real Estate Powers

1. My Fiduciary may sell at public or private sale, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in such manner and on such terms and conditions as my Fiduciary deems appropriate.
2. My Fiduciary may grant or release easements in or over, subdivide, partition, develop, raze improvements, and abandon, any real property.
3. My Fiduciary may manage real estate in any manner that my Fiduciary deems best and shall have all other real estate powers necessary for this purpose.
4. My Fiduciary may enter into contracts to sell real estate. My Fiduciary may enter into leases and grant options to lease trust property even though the term of the agreement extends beyond the termination of a trust and beyond the period that is required for an interest created under my Will to vest in order to be valid under the rule against perpetuities. For such purposes, my Fiduciary may enter into any contracts, covenants, and warranty agreements that my Fiduciary deems appropriate.

## Retention and Abandonment of Property

1. My Fiduciary may retain, without liability for depreciation or loss resulting from retention, any property contained in my estate or any trust at the time of its creation or as the result of the exercise of a stock option. My Fiduciary may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.
2. My Fiduciary may hold property that is non-income producing or is otherwise nonproductive if holding the property is, in the sole and absolute discretion of my Fiduciary, in the best interests of the beneficiaries. My Fiduciary is permitted to retain a reasonable amount in cash or money market accounts in order to pay anticipated expenses and other costs and to provide for anticipated distributions to or for the benefit of a beneficiary.
3. My Fiduciary may abandon any trust property that my Fiduciary deems to be of insignificant value.

## Securities, Brokerage, and Margin Powers

1. My Fiduciary may buy, sell, trade, and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, options, and other securities of any kind and in any amount, including short sales. My Fiduciary may write and purchase call or put options, and other derivative securities. My Fiduciary may maintain margin accounts with brokerage firms and may pledge securities to secure loans and advances made to my Fiduciary or to or for the benefit of a beneficiary.
2. My Fiduciary may place all or any part of the securities held by my estate or a trust in the custody of a bank or trust company. My Fiduciary may have all securities registered in the name of the bank or trust company or in the name of its nominee. My Fiduciary may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for, and disburse any income and generally to perform the duties and services incident to a custodian of accounts.
3. My Fiduciary may employ a broker-dealer as a custodian for securities held by my estate or the trust and may register the securities in the name of the broker-dealer or in the name of a nominee with or without the addition of words indicating that the securities are held in a fiduciary capacity. My Fiduciary may hold securities in bearer or uncertificated form and may use a central depository, clearing agency, or book-entry system, such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York.
4. My Fiduciary may participate in any reorganization, recapitalization, merger, or similar transaction. My Fiduciary may exercise or sell conversion or subscription rights for securities of all kinds and description.
5. My Fiduciary may give proxies or powers of attorney that may be discretionary and with or without powers of substitution. My Fiduciary may vote or refrain from voting as to any matter.

## Subchapter S Corporation Stock Provisions

1. My Trustee may elect to hold any S corporation stock held by a trust as a separate “electing small business trust” as defined in Section 1361(e)(1) or as a separate “qualified subchapter S trust,” as defined in Section 1361(d)(3).
2. In making this determination, my Trustee may consider any changes to the terms and conditions of the trust that will be required as a result of either election.
3. For purposes of this Section, “S corporation stock” shall mean all capital stock issued by a corporation (or other entity taxable as a corporation for federal income tax purposes) that is treated, or intends to be treated under Section 1361(a), as an “S corporation” for federal income tax purposes.

### Electing Treatment as an Electing Small Business Trust

* + - 1. If my Trustee elects under Section 1361(e)(3) of the Internal Revenue Code to qualify the trust or portion thereof as an “electing small business trust,” my Trustee shall:
				1. apportion to the electing small business trust a reasonable share of the unallocated expenses of all trusts created under my Will, in accordance with the applicable provisions of the Internal Revenue Code and Treasury Regulations; and
				2. administer the trust as an electing small business trust, under Section 1361(e) of the Internal Revenue Code.

### Electing Treatment as a Qualified Subchapter S Trust

* + - 1. If my Trustee elects to treat the trust or portion thereof as a “qualified subchapter S trust,” my Trustee shall:
				1. refer to the qualified subchapter S trust using the same name as the trust to which the stock was originally allocated, plus the name of the current income beneficiary of the trust, followed by the letters “QSST”;
				2. administer the qualified subchapter S trust in accordance with the same provisions contained in the trust to which the S corporation stock was originally allocated, provided, however, that the provisions of this subsection shall control the administration of the trust to the extent that they are inconsistent with the provisions of the original trust;
				3. maintain the qualified subchapter S trust as a separate trust held for the benefit of one beneficiary as required in Section 1361(d)(3); and
				4. request that the current income beneficiary of the trust, with the assistance of my Trustee, make an election in accordance with Section 1361(d)(2) to qualify the trust as a qualified subchapter S trust within the meaning of Section 1361(d)(3).

#### Current Income Beneficiary

The “current income beneficiary” of a qualified subchapter S trust is the person who has a present right to receive income distributions from the trust to which the S corporation stock is allocated. A qualified subchapter S trust shall have only one current income beneficiary.

If under the terms of my Will, there is more than one person who has a present right to receive income distributions from the trust originally holding the S corporation stock, my Trustee shall cause the S corporation stock to be segregated into separate qualified subchapter S trusts for each person who has a present right to receive income distributions.

#### Distributions

Until the first to occur of (a) the death of the current income beneficiary and (b) the date on which the qualified subchapter S trust no longer holds any S corporation stock (the “QSST termination date”), my Trustee shall distribute to the current income beneficiary, at least annually, all of the trust’s “net income,” as that term is defined in Section 643(b) of the Internal Revenue Code.

The terms of the trust to which the S corporation stock was originally allocated shall govern distributions of principal from the qualified subchapter S trust; provided, however, that until the QSST Termination date, my Trustee may only distribute principal to the current income beneficiary of the qualified subchapter S trust.

In the event of the termination of a qualified subchapter S trust during the lifetime of the current income beneficiary, my Trustee shall distribute all assets of the qualified subchapter S trust to the current income beneficiary.

#### Allocation of Income and Expenses

My Trustee shall characterize receipts and expenses of any qualified subchapter S trust in a manner consistent with Section 643(b) of the Internal Revenue Code.

#### Trust Merger or Consolidation

My Trustee may not merge or consolidate any qualified subchapter S trust with the assets of another trust if doing so would jeopardize the qualification of either trust as a qualified subchapter S trust.

### Governance of the Trusts

* + - 1. The following additional provisions shall apply to any separate trust created under this Section.

#### Protection of S Corporation Status

My Trustee shall not administer a trust holding S corporation stock in a manner that would cause the termination of the S corporation status of the entity whose stock is held as part of the trust. Therefore, during any period that the trust holds S corporation stock, the terms of my Will shall be construed in a manner that is consistent with the trust qualifying as an electing small business trust or as a qualified subchapter S trust. Any provision of my Will that cannot be so construed or applied shall be disregarded.

#### Methods of Distribution

No method of distribution permitted under this Section may be used in a manner that would jeopardize the qualification of the trust as an electing small business trust or as a qualified subchapter S trust.

#### Election

Any reference in my Will to any person acting in an individual or fiduciary capacity, making an election for himself or for or on behalf of any other person, shall include, but not be limited to, an election made in accordance with Section 1361(e)(3), Section 1361(d)(2) or any other applicable subsection of Section 1361 of the Internal Revenue Code.

#### Disposition of S Corporation Stock

If the continuation of any trust would, in my Trustee’s opinion, result in the termination of the S corporation status of any entity whose stock is held as a part of the trust property, my Trustee, other than an Interested Trustee, shall have, in addition to the power to sell or otherwise dispose of the stock, the power to distribute the stock to the person who is then entitled to receive the income from the trust.

## Tangible Personal Property and Residences

1. My Fiduciary may acquire, maintain, and invest in articles of tangible personal property, whether or not the property is income producing, and may pay the expenses of the repair and maintenance of the property.
2. My Fiduciary shall have no duty to convert the property referred to in this Section to productive property except as required by other provisions of my Will.
3. My Fiduciary shall have no liability for any depreciation or loss as a result of the retention of any property retained or acquired under the authority of this Section.
4. My Trustee may acquire, maintain, and invest in any residence for the use and benefit of the beneficiaries of the trust, whether or not the residence is income producing and without regard to the proportion that the value of the residence may bear to the total value of the trust property and even if retaining the residence involves financial risks that trustees would not ordinarily incur. My Trustee may pay or make arrangements for others to pay all carrying costs of the residence, including, but not limited to, taxes, assessments, insurance, expenses of maintaining the residence in suitable repair, and other expenses relating to the operation of the residence for the benefit of the beneficiaries.
5. My Trustee may permit any income beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that my Trustee may determine, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

## Power of Executor to Disclaim and to Distribute Directly to a Beneficiary

1. If such disclaimer can be treated as a Qualified Disclaimer, I give my Executor the power to disclaim any interest, in whole or in part, which my estate may acquire (including an interest in any other estate, trust, insurance proceeds, annuity, contract, or pension plan) for any purpose (including overall reduction in death taxes) and without regard to whether such disclaimed property will pass to the same persons, at the same time, or in the same manner as if there had been no disclaimer.
2. If at my death, the terms of a trust created under my Will provide that property is to be distributed outright to a beneficiary, my Executor may make the distribution to the beneficiary without the intervention of my Trustee.

## Fiduciary Powers Act

1. In addition to the above powers, my Executor may, without prior authority from any court, exercise all powers conferred by my Will, by common law, or by any fiduciary powers act or other statute of the State of North Carolina or any other jurisdiction whose law applies to my Will. My Executor shall have absolute discretion in exercising these powers. Except as specifically limited by my Will, these powers shall extend to all property held by my Fiduciaries until the actual distribution of the property.

## Alternative Distribution Methods

1. Unless specifically prohibited elsewhere in my Will, my Fiduciary may make any payment provided for under my Will, or under the terms of any trust established under my Will, as follows:
	1. directly to the beneficiary;
	2. in any form allowed by applicable state law for gifts or transfers to minors or persons under a disability;
	3. to the beneficiary’s guardian, conservator, agent under a durable power of attorney or caregiver for the benefit of the beneficiary; or
	4. by direct payment of the beneficiary’s expenses, made in a manner consistent with the proper exercise of my Fiduciary’s duties hereunder. A receipt by the recipient for any such distribution shall fully discharge my Fiduciary.

# Provisions for Payment of Taxes

## Apportionment

1. Except as otherwise specified, I direct that all estate, inheritance, and succession taxes payable by reason of my death (“death taxes”) be apportioned as provided under the law of the State of North Carolina in effect at the date of my death. In so doing, my Executor shall charge the death taxes only against the property generating the tax. The values used in determining the tax are to be used for tax apportionment purposes.
2. To the extent practicable, my Executor shall deduct the amount of the death taxes from the property distributable under my Will and recover from the beneficiaries of property passing other than by my Will their allocable share of death taxes, unless my Executor in its discretion determines that the cost of recovery is greater than such recovery warrants. If death taxes are not collected from the beneficiary of property passing other than by my Will, my Executor shall apportion the amount not recovered equitably among the other beneficiaries who are subject to apportionment.

## No Apportionment Between Current and Future Interests

1. No interest in income and no estate for years or for life or other temporary interest in any property or trust are subject to apportionment as between the temporary interest and the remainder. The tax on the temporary interest and the tax, if any, on the remainder are chargeable against the corpus of the property or trust subject to the temporary interest and remainder.

## Tax Elections

1. In exercising any permitted elections regarding taxes, my fiduciaries may make such decisions as they deem to be appropriate in all the circumstances and my fiduciaries shall be under no duty to make any compensatory adjustment as a consequence of any such election. My Executor may also execute such joint tax returns and pay such taxes or interest and deal with any tax refunds, interest, or credits as it shall deem necessary or advisable, whether in the interest of the other joint taxpayer or in the interest of my estate.

# Definitions and General Provisions

## Payment for Funeral and Burial or Cremation

1. My Executor is authorized but not required to pay expenses for my funeral and burial or cremation, including expenses of memorials and memorial services. No third party may enforce any claim or right to payment against my estate by virtue of this discretionary authority.

## Definitions

1. For purposes of my Will and for the purposes of any trust established under my Will, the following definitions shall apply:

### Adopted and Afterborn Persons

* + - 1. A legally adopted person in any generation and his or her descendants, including adopted descendants, shall have the same rights and shall be treated in the same manner under my Will as would children born of the adopting parent, provided such person is legally adopted prior to attaining the age of 18 years. A person shall be deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred.
			2. A fetus in utero that is later born alive shall be considered a person in being during the period of gestation.

### Community Property

* + - 1. The term “community property” means property characterized as such under the relevant state’s property laws. The term “community estate” means that portion of the estate consisting of community property.

### Descendants

* + - 1. The term “descendants” means the lineal descendants of all generations of the identified person, and includes children whose relationships with their parents arose from any of the following:
				1. natural birth;
				2. legal adoption;
				3. court declaration of parentage; and
				4. recognition of parent-child relationship by state law for children born during a domestic partnership, civil union, or marriage.

### Digital Assets

* + - 1. The term “Digital Assets” means intangible personal property related to digital technology (whether located on a Digital Device or an Online Account), including, but not limited to: emails sent or received; text messages sent or received; other digital communications sent or received; digital music; digital photographs; digital videos; software licenses; social network accounts; file sharing accounts; online access to financial accounts; domain registrations; DNS service accounts; website hosting accounts; personal and commercial websites; tax preparation service accounts; online store accounts; affiliate marketing accounts; and other types of online accounts and digital items that currently exist or may exist as technology develops.

### Digital Devices

* + - 1. The term “Digital Devices” means tangible personal property related to digital technology capable of storing Digital Assets or accessing Online Accounts, and includes, but is not limited to: desktop computers; laptop computers; tablet computing devices (tablets); other mobile computing devices; peripheral devices; hard disk drives; solid state drives; flash memory devices; other storage devices; mobile telephones; smartphones; and any other type of digital device that currently exists or may exist as technology develops.

### Fiduciary

* + - 1. My “Fiduciary” or “Fiduciaries” refers to my Executor and my Trustee, or if they are different people, either of them. My “Executor” includes any executor, temporary executor, preliminary executor, ancillary executor, administrator, or ancillary administrator, whether local or foreign and whether of all or part of my estate, multiple Executors, and their successors.

### Incapacity

* + - 1. Except as otherwise provided in my Will, a person is deemed incapacitated in any one of the following circumstances.

#### The Opinion of a Licensed Physician

An individual is deemed incapacitated whenever, in the opinion of a licensed physician, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause.

An individual is deemed restored to capacity whenever the individual’s personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

#### Court Determination

An individual is deemed incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent, or legally incapacitated.

#### Disappearance, Absence, or Detention

An individual is deemed incapacitated whenever, in my Trustee’s sole discretion, he or she cannot effectively manage his or her property or financial affairs due to disappearance, absence, or detention (including incarceration).

A person’s disappearance, absence, or detention (including incarceration), may be established by an affidavit of my Trustee describing the relevant circumstances. A third party dealing in good faith with my Trustee may rely on the affidavit as conclusive evidence of incapacity.

### Income Beneficiary

* + - 1. The term “income beneficiary” means any beneficiary of a trust who is then entitled to receive distributions of the net income of the trust, whether mandatory or discretionary.
			2. Unless otherwise provided in my Will, the phrase “majority of the income beneficiaries” means any combination of income beneficiaries who, if all accrued net income were distributed on the day of a vote by the beneficiaries, would receive more than 50% of the accrued net income. For purposes of this calculation, beneficiaries who are eligible to receive discretionary distributions of net income shall be deemed to receive the income in equal shares.
			3. References to a “majority” refer to a majority of the entire trust collectively until my Trustee allocates property to separate trusts or trust shares. After the allocation of property to separate trusts or trust shares, references to a “majority” refer to a majority of each separate trust or trust share.

### Legal Representative

* + - 1. As used in my Will, the term “legal representative” means a person’s guardian, conservator, personal representative, executor, administrator, Trustee, or any other person or entity personally representing a person or the person’s estate.

### Online Accounts

* + - 1. The term “Online Accounts” means accounts that are accessible through the Internet or other similar method, including, but not limited to: bank accounts; investment accounts; other financial accounts; accounts with health care providers; social media accounts (like LinkedIn, Facebook, and Twitter); gambling and poker accounts; accounts with publishers; accounts for access to employee benefits; email accounts; accounts with Internet service providers; accounts to manage websites and website domain names; accounts with retail vendors; tax-preparation service accounts; affiliate marketing accounts; accounts with utility companies; user access accounts on third-party Digital Devices; and any other online account.

### Per Stirpes

* + - 1. Whenever a distribution is to be made to a person’s descendants “per stirpes,” the distribution will be divided into as many equal shares as there are then-living children of the person and deceased children of the person who left then-living descendants. Each then-living child will receive one share and the share of each deceased child will be divided among such child’s descendants in the same manner.

### Permissible Distributee

* + - 1. “Permissible Distributee” means a beneficiary who is currently eligible to receive distributions of trust income or principal, whether the distribution is mandatory or discretionary.

### Primary Beneficiary

* + - 1. The primary beneficiary of a trust created under my Will is the oldest income beneficiary of that trust unless some other individual is specifically designated as the primary beneficiary of that separate trust.

### Qualified Beneficiary

* + - 1. The term “Qualified Beneficiary” means a beneficiary who, on the date the beneficiary’s qualification is determined:
				1. is a distributee or Permissible Distributee of trust income or principal;
				2. would be a distributee or Permissible Distributee of trust income or principal if the interests of the distributees described in subparagraph (i) terminated on that date; or
				3. would be a distributee or Permissible Distributee of trust income or principal if the trust terminated on that date.

### Shall, Must, and May

* + - 1. Unless otherwise specifically provided in my Will or by the context in which used, the words “shall” and “must” are used interchangeably to command, direct, or require, and the word “may” to allow or permit, but not require. In the context of my Fiduciary, the word “may” is used to authorize my Fiduciary to act in my Fiduciary’s sole discretion, unless otherwise stated. In addition, unless otherwise specifically provided in my Will or by the context in which used, the phrases “shall not,” “must not,” and “may not” are used interchangeably to prohibit or forbid.

### Trust

* + - 1. The terms “trust” and “my trust” refer to any trusts created under the terms of my Will.

### Trustee

* + - 1. The terms “Trustee” and “my Trustee” refer to any person or entity that is from time to time acting as the Trustee of any trust created under my Will and includes each Trustee individually, Cotrustees, and their successors.

### Other Definitions

* + - 1. Except as otherwise provided in my Will, terms shall be as defined under North Carolina law.

## Contest Provision

1. If, after receiving a copy of this Section, any person shall, in any manner, directly or indirectly, attempt to contest or oppose the validity of my Will, (including any codicil to my Will), or commences, continues, or prosecutes any legal proceedings to set my Will aside, then such person shall forfeit his or her share, cease to have any right or interest in my estate, and shall, for purposes of my Will be deemed to have predeceased me.
2. This Section shall not apply so as to cause a forfeiture of any distribution otherwise qualifying for the federal estate tax marital deduction or charitable deduction.

## Survivorship Presumption

1. If my wife and I die under circumstances in which the order of our deaths cannot be established, then I will be deemed to have survived my wife. If any other beneficiary dies within 30 days after my death, then the beneficiary will be deemed to have predeceased me for purposes of my Will.

## General Provisions

1. The following general provisions and rules of construction shall apply to my Will:

### Singular and Plural; Gender

* + - 1. Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word “or” when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.

### Headings of Articles, Sections, and Subsections

* + - 1. The headings of Articles, Sections, and subsections used within my Will are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of my Will.

### Governing State Law

* + - 1. My Will shall be governed, construed, and administered according to the laws of North Carolina as from time to time amended. Questions of administration of any trust established under my Will shall be determined by the laws of the situs of administration of such trust.

### Notices

* + - 1. Unless otherwise stated, whenever my Will calls for notice, the notice shall be in writing and shall be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice shall be effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice shall be effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice shall be given to the parent or legal representative of the minor or incapacitated individual.

### Severability

* + - 1. The invalidity or unenforceability of any provision of my Will shall not affect the validity or enforceability of any other provision of my Will. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of my Will shall be interpreted and construed as if any invalid provision had never been included in my Will.
1. [Remainder of page intentionally left blank]

Acknowledgment of Testator and Affidavit of Witnesses
(Self-Proof)

1. I, Luke James Skywalker, the Testator, sign my name to this instrument and initial each of its pages on September 1, 2025, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.
2.
3. **Luke James Skywalker, Testator**
4. We, Alexandria Porter and Aliyah Reed, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his last will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, at the request of the Testator, and in the presence and hearing of the Testator, and in the presence and hearing of each other, hereby signs this will as witness to the Testator’s signing, and to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.
5.
6. **Alexandria Porter, Witness Aliyah Reed, Witness**
7. 233 East Graham Street 233 East Graham Street
8. Shelby, North Carolina 28150 Shelby, North Carolina 28150
9. STATE OF NORTH CAROLINA )
10. ) ss.:
11. COUNTY OF CLEVELAND )
12. Subscribed, sworn to and acknowledged before me by Luke James Skywalker, the Testator, and subscribed and sworn to before me by Alexandria Porter and Aliyah Reed, witnesses, on September 1, 2025.
13. [Seal]
14.
15. Mindy K. Porter, Notary Public
16. My commission expires 3/18/2029

 **DO NOT DELETE this paragraph -- it is hidden text and will not print. To add content to the end of this document, do so by placing your cursor at the end of the above paragraph (before the paragraph mark) and pressing ENTER to start a new paragraph. DO NOT DELETE the Section Break adjacent to this paragraph; it is there to help the footer maintain its format.**