ept. 4, 2007

Addendum to All Wills & Trusts

All wills and trusts are to remain in force and to not be broken, ignored, changed or rewritten. The exceptions are the heirs and issue per stirpes. Shannon Michelle Price, also may or may have been Known as shannon Michelle Coleman, is the sole heir of all and any monies, properties, bank accounts, earnings, model trains, vehicles, cars, toxs, games, electronics, homes, other inheritances it any, all things physical and/or intellectual shall be forth, upon Gary Wayne Coleman's death, be Shannon Michelle Price's physical and intellectual properties, monies, earnings, collections, holdings and goods. I made this change of free will and was not coerced in any way. This I have done because of my personal selfishness and weakness and I Love her with all my heart.

Sept- 4, 2007 11:44pm mst

WILL OF GARY WAYNE COLEMAN, AKA GARY COLEMAN

Table of Contents to Will of Gary Wayne Coleman, aka Gary Coleman

			Page
<u>Par</u>	t One. G	eneral Information.	
	1.01	Revocation of Wills and Codicils	One - 1
		Place of Residence; Citizenship	One - 1
		Marital Status; Children and Issue; Specific Disinheritance	One - 1
		1.03 A. Marital Status	One - 1
		1.03 B. Children and Issue	One - 1
		1.03 C. Specific Disinheritance	One - 1
	1.04	Establishment of Living Trust	One - 1
		Property Subject to Disposition	One - 1
	1.06	Powers of Appointment	One - 1
	1.07	Appointment of Executors	One - 1
	1.08	Appointment of Conservators	One - 1
<u>Par</u>	t Two. Es	state Administration.	
		Payment of Debts and Expenses	Two - 1
	2.02	Powers of Executor	Two - 1
		2.02 A. Power to Administer Under Reduced Supervision	Two - 1
		2.02 B. Powers Respecting Claims and Actions	Two - 1
		2.02 C. Powers Regarding Property in Other	
		States and Ancillary Administration	Two - 1
		2.02 D. Powers Respecting Residences,	
		Homesteads, and Family Allowances	Two - 2
		2.02 E. Power to Exercise Additional Powers Granted to	
		Trustee of Living Trust	Two - 2
		2.02 F. General Powers	Two - 2
		2.02 G. Power to Divide Trusts	Two - 2
		Bond Not Required	Two - 2
	2.04	Resignation of Executor	Two - 2
Part	Three. I	Disposition of Estate.	
	3.01	Contingent Exercise of Power of Appointment	Three - 1
	3.02	Residue	Three - 1
		3.02 A. Pour-Over Into Living Trust	Three - 1
		3.02 B. Contingent Gift in Trust	Three - 1

	Page
3.03 Death Taxes	Three - 1
3.04 Ultimate Gift Over	Three - 1
Part Four. General Provisions.	
4.01 Definitions	Four - 1
4.01 A. Child; Children	Four - 1
4.01 B. Estate	Four - 1
4.01 C. Estate Property	Four - 1
4.01 D. Executor	Four - 1
4.01 E. Internal Revenue Code	Four - 1
4.01 F. Issue	Four - 1
4.01 G. Person(s)	Four - 1
4.01 H. Section	Four - 1
4.01 I. Will	Four - 1
4.02 Disinheritance of Heirs	Four - 1
4.03 No Contest	Four - 2
4.04 Distributions to Beneficiaries Under Disability	Four - 2
4.05 Spendthrift Prohibition	Four - 3
4.06 Exercise of Powers and Discretions by Executors	Four - 4
4.06 A. Binding Effect	Four - 4
4.06 B. Standards of Exercise	Four - 4
4.06 C. Federal Taxes Limitation	Four - 4
4.07 Actions by Co-Executors	Four - 4
4.07 A. Majority Governs	Four - 4
4.07 B. Delegation During Temporary Disability or	
Absence from the State	Four - 4
4.07 C. Disagreements by Executors	Four - 5
4.08 Liability of Executors	Four - 5
4.08 A. Generally	Four - 5
4.08 B. Successor Executors	Four - 5
4.08 C. Non-Liability of Executor Without Notice	Four - 6
4.09 Note of Caution to Executors	Four - 6
4.10 Effect of Written Letter	Four - 6
4.11 Interest of Bequests	Four - 6
4.12 General Rules of Construction	Four - 6
4.12 A. Applicable Law	Four - 6
4.12 B. Severability	Four - 7
4.12 C. Interpretations	Four - 7
4.12 D. Headings and Table of Contents	Four - 7

End of Table of Contents

Will of Gary Wayne Coleman, aka Gary Coleman

Part One. General Information.

- I, Gary Wayne Coleman, aka Gary Coleman, declare that this is my Will.
- 1.01 <u>Revocation of Wills and Codicils</u>. I hereby revoke all Wills and Codicils I previously have made.
- 1.02 <u>Place of Residence; Citizenship</u>. I am a resident of the County of Utah, State of Utah. I am a citizen of the United States of America.
 - 1.03 Marital Status; Children and Issue; Specific Disinheritance.
 - 1.03 A. Marital Status. I am a single person.
 - 1.03 B. Children and Issue. I have no children or issue of deceased children.
- 1.03 C. Specific Disinheritance. I specifically disinherit my biological parents and siblings.
- 1.04 <u>Establishment of Living Trust</u>. I heretofore have established a Living Trust entitled the "<u>Gary Coleman Living Trust</u>". Any reference herein to the "<u>Gary Coleman Living Trust</u>" or the "<u>Living Trust</u>" or the "<u>Trust</u>" will be to that Trust as from time to time amended in accordance with the terms thereof.
- 1.05 <u>Property Subject to Disposition</u>. I intend by this Will to dispose of all property I am entitled to dispose of by Will, including but not limited to all of my right, title, and interest in and to any and all property of every kind and nature, real, personal, or mixed, however acquired and wherever situated.
- 1.06 <u>Powers of Appointment</u>. Except as may expressly be provided to the contrary in this Will, I do not intend by this Will to exercise any power of appointment I may be given in any will, trust, or other instrument creating such power, and do not intend by this Will to dispose of any property the subject of such a power.
- 1.07 Appointment of Executors. I appoint Shannon Price as Executor of this Will. In the event that Shannon Price fails or ceases to act as Executor, for any reason whatsoever, I appoint Nick Barone Successor Executor.
- 1.08 <u>Appointment of Conservators</u>. If during my lifetime it ever becomes necessary to have a Conservator appointed over my person, estate, or both, I hereby appoint the following persons to serve without bond in the order named:

Conservator of my Person

- 1. Shannon Price
- 2. Nick Barone

End of Part One.

Conservator of my Estate

- 1. Shannon Price
- 2. Nick Barone

Part Two. Estate Administration.

- 2.01 <u>Payment of Debts and Expenses</u>. I request that my Executor pay my burial expenses (when necessary, even prior to qualification as Executor), and thereafter, when appropriate, expenses of my last illness and all of my just debts (excluding those barred by the statute of limitations), pursuant to procedures established by applicable law; provided, however, that in no event will my Executor use amounts which meet the requirements of Section 2039 of the Internal Revenue Code to pay such debts and expenses.
- 2.02 <u>Powers of Executor</u>. Except as limited in any other provision of this Will, my Executor will possess, in addition to those powers now or hereafter conferred by law, the following powers:
- 2.02 A. <u>Power to Administer Under Reduced Supervision</u>. To administer, in my Executor's discretion, my Estate under such legal provisions as are available that may effectively reduce the amount of judicial administration and/or supervision of my Estate in any state in which my Estate is administered.
- 2.02 B. Powers Respecting Claims and Actions. To compromise, arbitrate, or otherwise adjust claims in favor of or against my Estate, and to institute, compromise, and defend actions and proceedings in the manner and subject to such court approval as is required by law. In this connection, I specifically authorize any person serving as my Executor to file such claims or maintain actions thereon against my Estate in the manner prescribed by law, any such claim or action in no way disqualifying my Executor from serving hereunder. In the event that under applicable law, my Executor is not permitted to act or continue to act as my Executor as to any claim or action in which my Executor is an adverse party, holds an adverse interest, or otherwise has a conflict of interest, I request that a court of competent jurisdiction act (or appoint a Special Administrator, Receiver, or other appropriate person to act) and represent my Estate's interests in connection with such claim or action so as to permit my Executor to continue to serve as to other matters of my Estate.
- 2.02 C. Powers Regarding Property in Other States and Ancillary Administration. To expend out of my Estate such moneys as my Executor, in my Executor's discretion, deems proper and in the best interests of my Estate as a whole in order to protect or preserve any Estate Property situated outside the state in which my Estate is being principally probated. I further authorize my Executor to return the proceeds of any sale of such property, together with any personal property not sold in such other state, to the state of principal probate. If it is necessary to administer Estate Property in a state other than the state of principal probate, whether or not my Executor is permitted by law to act as Executor in such other state, my Executor may, in my Executor's discretion, select an ancillary Executor to act in such other state, without regard to the order of Executors and Successor Executors set forth in this Will. To the extent permitted by law, I authorize said ancillary Executor to serve without bond. My Executor will have the right to remove and to replace any such ancillary Executor. My Executor is authorized to pay out of my Estate all of the expenses of any ancillary administration, including the commissions and fees of the ancillary Executor and the ancillary Executor's attorneys and other advisors.

- 2.02 D. Powers Respecting Residences, Homesteads, and Family Allowances. To allow, in my Executor's discretion, one or more family members who will be entitled to a family allowance, or any other person who will without receiving or paying compensation be residing at the time of my death in any residence, an interest in which constitutes Estate Property, to remain in possession thereof, to utilize household furniture, furnishings, and other property in connection therewith that may be exempt from execution, and to continue to possess clothing and personal effects utilized by such persons immediately prior to my death for such period of time, if any, and for such purposes and upon such terms and conditions as my Executor, in my Executor's discretion, will determine (provided, however, that such power will not be utilized in any manner the effect of which may result in the loss of any deduction to which my Estate otherwise would be entitled), to set aside a homestead; and to pay for the benefit of eligible persons a family allowance to the extent, for such period, and in the manner provided by applicable law.
- 2.02 E. Power to Exercise Additional Powers Granted to Trustee of Living Trust. To exercise such additional powers as are given to the Trustee of the Living Trust as set forth in Sections 5.08 A. through 5.08 O., inclusive, thereof. I intend that reference in any such Sections to Trustee, Trust, Trust Estate, or Trust Property will apply to my Executor, my Estate, and Estate Property with the same force, effect, and validity as though such power was set forth in this Part with specific reference made to my Executor, my Estate, and Estate Property; as the context so requires.
- 2.02 F. General Powers. To do any and all other acts necessary, proper, or desirable for the benefit of Estate Property, the Estate, and its beneficiaries, and to effectuate the powers conferred upon my Executor hereunder. The enumeration of certain powers of my Executor will not limit my Executor's general powers, my Executor being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.
- 2.02 G. Power to Divide Trusts. My Executor also will have the power to divide any trust(s) created in this Will into two or more separate trusts, of equal or unequal value, which trusts will be administered under all the same terms and conditions, in order that any exemption from generation-skipping tax under Chapter 13 of the Code may be allocated to one such trust to the exclusion of the other(s) or disproportionately between or among them, and the power to effect or select such allocation, provided that such trusts are treated as separate trusts under applicable state law, or otherwise qualify a portion of the Trust Property for such exemption.
- 2.03 <u>Bond Not Required</u>. No bond will be required of any Executor, Co-Executor, Successor Executor, or Successor Co-Executor named in this Will, whether acting jointly or severally in the administration of my Will and whether any person named as Co-Executor with such person will be qualified and acting; or of any person so designated by one of my Executors, provided such designation specifies that such person act without bond. In the event that any Estate Property is sold by my Executor during probate administration, I direct that no bond or additional bond, as the case may be, be required of my Executor following such sale.
- 2.04 <u>Resignation of Executor</u>. Any Executor may resign at any time by giving thirty (30) days' written notice to all the qualified and acting Executors, or if there are none, to all of the adult competent income beneficiaries, and the guardians, conservators, or other personal

representatives of all incompetent or minor income beneficiaries of all Trusts created hereunder, at the last known address of such beneficiaries or legal representatives thereof. Any such resigned Executor will be discharged from all further liability upon the judicial approval of such resigned Executor's final report and account or waiver thereof to the extent allowed by applicable law.

End of Part Two.

Part Three. Disposition of Estate.

3.01 Contingent Exercise of Power of Appointment. In the event, and to the extent, a bequest is made in this Will to one or more beneficiaries, free of trust, of money or other property that cannot be satisfied out of my Estate, for any reason whatsoever, but which can be satisfied out of the Living Trust, I hereby exercise the power of appointment given to me in Section 3.01 of the Living Trust and appoint such money or other property to such beneficiary to the extent necessary to satisfy fully such bequest.

3.02 Residue.

- 3.02 A. <u>Pour-Over Into Living Trust</u>. I give the residue of my Estate Property to the Trustee of the Living Trust, in trust, to be held, administered, and distributed in accordance with the terms thereof, as from time to time amended prior to my death.
- 3.02 B. Contingent Gift in Trust. If the Living Trust, as amended prior to my death, will be invalid, be revoked, or will fail for any reason, I give the residue of my Estate Property to the person named as Trustee of the Living Trust, in trust, to be held, administered, and distributed upon the terms and conditions provided in the Living Trust, which Trust is incorporated herein by reference as though restated herein.
- 3.03 Death Taxes. I direct that all federal estate taxes imposed upon any property required to be included in my gross estate for federal estate tax purposes, and all state inheritance and succession taxes payable by reason of my death, whether attributable to properties subject to probate administration, properties included in any trust or other properties not subject to probate administration, will be paid out of property of the Living Trust, as amended, in the manner provided in the Living Trust if such property is sufficient for such purpose, and if not, then out of the residue of my Estate Property. If the Living Trust, as amended, will be invalid, fail, or be revoked, or if the gift of the residue of my Estate Property made in Section 3.02 A. of this Will fails for any reason, all such taxes will be paid out of the residue of my Estate Property (bequeathed in trust by Section 3.02 B. hereof), in the manner provided in said Living Trust, as amended.
- 3.04 <u>Ultimate Gift Over</u>. If, at the time of my death, there exists Estate Property for which no other disposition is directed by this Will, such Estate Property will thereupon be distributed in accordance with the Ultimate Distribution provisions pursuant to Section 3.05 of my Living Trust.

End of Part Three.

Part Four. General Provisions.

4.01 <u>Definitions</u>.

- 4.01 A. <u>Child; Children</u>. "Child" and "children" include only persons expressly named herein as such, and all others conceived by me during a valid marriage or born to me during a valid marriage, or legally adopted by me.
- 4.01 B. Estate. "Estate" means that entity judicially created or acknowledged for the purpose of administering this Will.
- 4.01 C. <u>Estate Property</u>. "Estate Property" means all property of every kind and nature, real, personal, or mixed, however acquired and wherever situated, included in my Estate at the time of my death or acquired thereafter, for so long as said property is held by my Executor and not disposed of or distributed.
- 4.01 D. <u>Executor</u>. "Executor" means those person(s) and/or entity(ies) appointed by this Will, by law, by a court of competent jurisdiction, or otherwise, to administer my Estate in any jurisdiction, when so acting, and refers to or includes Successor Executors, Co-Executors, or Successor Co-Executors, when the context so indicates.
- 4.01 E. <u>Internal Revenue Code</u>. "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and any reference to a "Section" thereof means such Section or corresponding or substitute provisions of the applicable federal income or estate tax law.
- 4.01 F. <u>Issue</u>. "Issue" means lineal descendants of all degrees, including adopted persons and their lineal descendants by blood or adoption. In the case of issue other than my children, "issue" also includes persons conceived or born out of wedlock and acknowledged to be such issue by the parent thereof to whom reference is made by name or class herein.
- 4.01 G Person(s). Unless otherwise required by the context thereof, "person" or "person(s)" shall be used in the judicial sense and will include all judicial entities, including but not limited to corporations, partnerships (limited or general), associations, trusts, and estates.
- 4.01 H. <u>Section</u>. "Section" means each provision or paragraph, or series of provisions or paragraphs, which follow numbers and headings set forth in each Part of this Will, except as provided in Section 4.01 E, above.
- 4.01 I. <u>Will</u>. "Will" means this instrument and any and all Codicils hereto to the extent legally effective and not hereafter revoked.
- 4.02 <u>Disinheritance of Heirs</u>. Except as otherwise provided in this Will, I have intentionally and with full knowledge omitted to provide for my heirs.

- No Contest. If any devisee, legatee, beneficiary, or Executor under this Will, or any beneficiary under any trust of which I am a Trustor, or legal heir of mine, person claiming under any of them, or any other person with adverse interest with regard to any of the foregoing, contests this Will or any trust of which I am a Trustor, or attacks or seeks to impair or invalidate any provisions of this Will or any such trust, or files or causes to be filed any type of claim, proceedings in arbitration, legal action, or equitable action pertaining to any of the foregoing against me, my Estate, any beneficiary, Trustee or Executor hereunder, any of my heirs or any entity owned in whole in part by me, or in which I or any of them has any interest, claiming among other things:
- (1) legal or equitable rights in any real or personal property title to which is held solely in my name;
- (2) the invalidity, unenforceability, partial invalidity or partial unenforceability, or oral modification of any contraction and any contraction of any con majority interest, or any wholly or washing washing all and a superiority interest, or any wholly or any agreement to sell any real or place and property these whom a separate symbols owned;
- (3) any right, title the state of the state alleged to result from any living law marriage, or other personal claim be based upon an express agreement to pool and share as equitable theory;

ationship, common rson, whether such ship, joint venture, any other legal or

(4) the right to or under this Will; or

manner than through

(5) any right; beneficiary, or heir;

ther devisee, legatee,

or conspires with or voluntarily assists anyone attempting to do any of these acts, in that event, I specifically disinherit each such person. All legacies, bequests, devises, and interests given under this Will to any of the foregoing persons will be forfeited as if said person had predeceased me without issue surviving at the time of his death, and will augment proportionately the share of my Estate going under this Will to such of my devisees, legatees, and beneficiaries as have not participated in such acts or proceedings. If anyone does any of the acts described above, I hereby request that my Executor not compromise any claim such person may assert, but rather to litigate the same to a final judicial determination. Such request is precatory but not mandatory.

Distributions to Beneficiaries Under Disability. In the event any payment or distribution is directed or authorized to be made in this Will to a beneficiary who then is under the age of majority in the state in which he resides or otherwise is under legal disability, or whose mental or physical health then is such that my Executor determines, in my Executor's discretion, that the interests of the beneficiary would best be served by providing disbursement or distribution in a manner other than by distribution directly to such beneficiary, my Executor may, in the discretion of my Executor, make payments or distributions, from time to time, in one or more of the following ways available and valid under applicable law:

- (1) By expending or using the same for the benefit of the beneficiary;
- (2) By making distribution to the guardian, conservator, or other legal representative of the beneficiary;
- (3) In the case of a minor, by making distribution to a custodian for the minor under the Uniform Transfers to Minors Act or similar law, with the custodian to whom such distribution is made under this Section to be an adult person designated below to serve without bond, in the following order of preference:
- (a) if the minor is living with both of his or her parents, then to either or both of such parents as my Executor, in my Executor's discretion, determines;
- (b) if the minor is living with only one parent, then to the parent with whom the minor is then living;
- (c) if the minor is living with neither parent, then to any other adult person or to any trust company qualified to do business either in the state of my residence or in the state of residence of the minor as my Executor, in his discretion, may select.

Such order of preference is precatory and not mandatory, my Executor having the discretion hereunder to appoint any person as custodian for such purpose.

- (4) By retaining such payments or distributions until the person otherwise entitled thereto has attained the age of twenty-one (21) or his disability, in the Executor's discretion, has ceased.
- (5) by delivery of the distribution to the County Treasurer or other governmental body or officer authorized to accept and hold the distribution for the benefit of the person under disability until the disability is removed or until a guardian, conservator, or other legal representative of the beneficiary makes claim to the same.

In the event any beneficiary dies before receiving any amount held for him pursuant to this Section, such amount will be allocated and distributed as provided in Part Three hereof.

A receipt for any payment or distribution made pursuant to subparagraphs (1), (2), (3), (4), or (5) above given by any recipient will be a complete discharge of my Executor as to the distribution, and my Executor will not be required to see to the application of any distribution so made.

4.05 <u>Spendthrift Prohibition</u>. No beneficiary of my Estate will have any right, power, or authority to sell, assign, pledge, encumber, mortgage, or in any other manner, to hypothecate, alienate, or impair all or any part of such beneficiary's interest in the principal or income thereof.

The beneficial and legal interest in, as well as the principal and income of such property, will be free from the interference or control of any creditor of any beneficiary of such property, and will not be subject to the claims of any such creditor, nor liable for attachment, execution, bankruptcy, or other process of law.

4.06 Exercise of Powers and Discretions by Executors.

- 4.06 A. Binding Effect. The exercise by my Executor of any power or discretion granted hereunder will be binding and conclusive upon all beneficiaries and all other persons now or hereafter interested in my Estate, and may be relied upon without loss or liability by third persons contracting or otherwise dealing with my Executor. Any party entering into any transaction of any kind whatsoever with my Executor will not be under any duty, obligation, or liability to inquire into the authority of my Executor or any one of the Co-Executors to enter into such transaction or into the manner in which my Executor might dispose of the consideration received by my Executor in connection with such transaction.
- 4.06 B. Standards of Exercise. Unless otherwise specifically provided in this Will and subject to the limitations set forth herein, all discretions and powers granted to my Executor hereunder will be exercisable by my Executor alone, reasonably, in good faith, and in the best interests of my Estate Property as a whole, or for the purpose of equalizing the effect of the exercise or non-exercise by my Executor of other discretions or powers, and will not be exercisable for the purpose of preferring one beneficiary of my Estate over another.
- 4.06 C. Federal Taxes Limitation. In the event the existence or exercise of any power or discretion granted to the Executor hereunder will cause the Executor, the Estate, or any trust created hereunder to lose any federal estate tax or federal income tax deduction, credit, or other benefit, in whole or in part, to which the Estate or such trust(s) would be entitled in the absence of such power or discretion, such power or discretion, or the exercise thereof, will be restricted, as the case may be, to the extent required to maximize the federal estate, gift, or income tax deduction, credit, or other benefit to which the Executor, the Estate, or such trust(s) would be entitled.

4.07 Actions by Co-Executors.

- 4.07 A. <u>Majority Governs</u>. All matters affecting the administration of my Estate will be determined by a majority of Executors acting from time to time.
- 4.07 B. Delegation during Temporary Disability or Absence from the State. As long as any individual named in this Will serves as a Co-Executor of my Estate, that individual will have the power from time to time to delegate to the other Executor(s) all or any of such Co-Executor's powers during temporary periods of disability, vacation periods, or other temporary absences from the jurisdiction in which my Estate is being administered. The power of delegation will be exercised by delivery by the Co-Executor so delegating to the other(s) of written notice of such delegation. Notwithstanding the foregoing, no such delegation of authority will be made unless there are no adverse tax consequences to the delegation of such authority. Such delegation will terminate upon delivery by the delegating Co-Executor to the other(s) of written notice of

termination of delegation. Any Co-Executor so delegating will incur no liability to a beneficiary of my Estate as a result of actions taken or not taken within the scope of delegation during the period of delegation.

- 4.07 C. <u>Disagreements by Executors</u>. If after consultation with each other, Co-Executors are unable to reach a majority agreement as provided in Section 4.07 A. as to any matter affecting the administration or distribution of my Estate (but not otherwise), then the following will apply in the following order:
- (1) In the event one or more Co-Executor(s) is (are) a beneficiary(ies) of my Will (hereinafter "interested Co-Executor(s)"), and the other(s) has (have) no interest in my Estate except in a fiduciary capacity (hereinafter "disinterested Co-Executors(s)"), the decision of the disinterested Co-Executor(s) will govern.
- (2) In the event both or all Co-Executors are disinterested Co-Executors and one is a corporate Co-Executor and all individual Co-Executors are in agreement, then the decisions of the individual Co-Executor(s) will govern.
- (3) In the event neither of the foregoing rules govern, then such disputing Co-Executors will attempt to mutually select an additional Co-Executor for the limited purpose of making such decision, and if they are unable to so agree on the selection of such Co-Executor, they will jointly make application to a court of competent jurisdiction for the appointment of an additional Co-Executor, who will be chosen by such court for neutrality and sound judgment without regard to the priority of Successor Executors set forth herein or in any applicable statute setting forth the priority of the selection of such Successor Executor.

Any Co-Executor who disagrees with the ultimate resolution of the dispute may give notice of such disagreement to the other(s) and will be free from liability for any action or inaction taken as a result of such resolution.

4.08 Liability of Executors.

- 4.08 A. Generally. No liability of any nature whatsoever will be imposed upon any individual Executor serving hereunder for actions taken or not taken, except for fraud, willful misconduct, or gross negligence on such individual Executor's part. Recognizing the difficulties of administering my Estate and by reason of my desire that my Executors not act in a manner I would find too conservative, I specifically absolve all individual and corporate Executors from liability for negligent action and inaction. Reliance in good faith on any advice or recommendation given by any of the advisors reasonably employed or selected by my Executor will constitute evidence of an absence of fraud, willful misconduct, or gross negligence. Each beneficiary or Executor hereunder, by accepting benefits received under this Will, will be deemed to have agreed to indemnify and hold all individual Executors harmless from claims or liability for matters arising by reason of actions or failures to act by such Executors, except as to those giving rise to liability as hereinabove stated.
- 4.08 B. <u>Successor Executors</u>. No Successor Executor will be liable or responsible for any loss or expense resulting from or occasioned by anything done or neglected to be done in the

administration of my Estate prior to the date of acceptance of appointment by such Executor. Moreover, no Successor Executor will be chargeable with the responsibility for examining or looking into the actions of any predecessor hereunder, unless an adult beneficiary makes a written request therefor prior to the discharge of such predecessor or within sixty (60) days following the appointment of the Successor Executor, whichever first occurs.

- 4.08 C. <u>Non-Liability of Executor Without Notice</u>. Until my Executor receives written notice of any birth, marriage, death, or other event upon which the right to distributions or other payments from my Estate may depend, my Executor will incur no liability to persons whose interests may have been affected by such event.
- 4.09 Note of Caution to Executors. I have attempted in many instances to maximize the powers and discretions granted to, and to limit liability imposed upon, my Executor hereunder in an attempt to permit my Executor maximum flexibility in administering my Estate, notwithstanding the fact that the exercise of certain of such powers or discretions, or the limitations on liability, may not be in compliance with applicable laws or standards of conduct generally imposed on Executors. Thus, for the protection of my Executor, I request, but do not require, that my Executor consult with legal counsel concerning the exercise of any power or discretion granted herein; provided, however, that in no event will either this note of caution or any failure by my Executor to consult with legal counsel prior to exercising any power or discretion herein granted be deemed to constitute evidence of any misconduct on the part of my Executor in the performance of my Executor's duties hereunder.
- 4.10 Effect of Written Letter. There may be various items of little monetary value that may have sentimental value to certain of my friends or relations. Such items are of insufficient consequence to warrant their disposition in this Will. Similarly, there may be various bequests of money or property to persons or charities I may from time to time choose to make, but concerning which I do not desire to require any mandatory disposition hereunder. Thus, I may from time to time, by written letter or other instrument not constituting a holographic will or codicil and delivered to one or more members of my family, my Executor, or my attorney, indicate an alternative distribution for such items from that provided in this Will. I recognize and intend that any such alternative disposition will not be binding on my Executor or any beneficiary hereunder. However, I request but do not require that my Executor and each beneficiary in receipt of property hereunder comply with such written letter.
- 4.11 <u>Interest on Bequests</u>. No interest will be paid on any pecuniary legacy made hereunder.

4.12 General Rules of Construction.

- 4.12 A. Applicable Law. Except as otherwise provided, this Will is to be construed and interpreted according to the laws of the state where this Will is executed, and its validity and the validity of any of its provisions is to be determined by and in accordance with the laws of such state.
- 4.12 B. <u>Severability</u>. In the event part or all of any provision(s) of this Will is (are) for any reason adjudged to be unenforceable, Trustor directs that this Will and the

unenforceable provision(s) be deemed altered and amended to the minimum extent necessary to bring it and them within the legal requirements for enforceability in order that the intentions expressed in this Will be best fulfilled, or if alteration and amendment in such manner is not possible, that such provision(s) or part(s) thereof be disregarded, and the remaining provisions or parts thereof subsist and be carried into effect.

- 4.12 C. <u>Interpretation</u>. As used in this Will, the masculine, feminine, or neuter gender, and the singular or plural number, will be deemed to include the others whenever the context so indicates.
- 4.12 D. <u>Headings and Table of Contents</u>. Part and Section headings and the Table of Contents in this Will are included for convenience only and are not to be considered in the construction of the provisions hereof.

I subscribe my name to this Will this	day of	, 2005,	at Santaqui	in, Utah,

Gary Wayne Coleman, aka Gary Coleman

The foregoing instrument, consisting of a Title Page, a Table of Contents consisting of Two (2) pages, a Part One consisting of Two (2) pages, a Part Two consisting of Seven (7) pages, a Part Three consisting of Two (2) pages, and a Part Four consisting of Eight (8) pages, including the next page signed by us as witnesses, was at the date hereof, by Gary Wayne Coleman, aka Gary Coleman, signed as and declared to be his Will, in the presence of us who at his request and in his presence and in the presence of each other, have subscribed our names as witnesses thereto.

Each of us observed the signing of this Will by Gary Wayne Coleman, aka Gary Coleman, and each other subscribing witness, and knows that each signature is the true signature of the person whose name was signed.

Each of us is now more than eighteen (18) years of age and a competent witness and resides at the address set forth after our respective name.

We are acquainted with Gary Wayne Coleman, aka Gary Coleman. At this time, he is over the age of eighteen (18), and to the best of our knowledge, is of sound mind, and is not acting under duress, menace, fraud, misrepresentation, or undue influence.

Executed on		, 2005, at Santaquin, Utah.
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