

**FAMILY TRUST**  
**OF**  
**Thomas Josiah McCord**

*Hay. Peace. 16*

Prepared By:  
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**Note to Executor:**

Please contact ROBERTS, ERCK & CLEVELAND if you have any questions or need assistance in interpreting this document, the probate of the Will, or the administration of the Estate. Upon the death of Thomas Josiah McCord, the Executor is entitled to an initial consultation of up to one hour at no charge.

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**Note to Thomas Josiah McCord:**

You may contact ROBERTS, ERCK & CLEVELAND if you have any questions regarding the purpose, effect, or meaning of this document. There is no additional charge for this service.

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# FAMILY TRUST

OF

Thomas Josiah McCord

I.

## EXPLANATION OF TERMS

(a) The term "Grantor" shall refer to both the male and female genders; furthermore, throughout this trust, wherever the context requires or permits, genders shall be interchangeable and the singular number shall be deemed to include the plural, and vice versa.

(b) The term "Devise" shall refer to distribution of real property, personal property, or both, as the context requires or permits; furthermore, the terms "Devisee" and "Beneficiary" shall be interchangeable where the context requires or permits.

(c) The term "my spouse" shall refer to the person to whom I am married at the time I execute this document; provided that I shall not be deemed to have a spouse if at the time of my death I am not married to that spouse by reason of divorce. The term "my children" shall include all of my children, whether born before or after the execution of this document; and the terms "child", "children", and "issue" shall include such child, children, and/or issue in gestation at the time of my death who are born alive within ten (10) months of my death. For the purposes of this trust, an adopted child shall be treated in all respects as if a natural child or issue of the adopting parents, regardless of whether such child is adopted before or after the execution of this trust. The term my "stepchildren" shall refer only to the children of the person to whom I am married at the time I execute this document, which children are not my children; provided that it shall not include such children if at the time of my death I am not married to that spouse by reason of divorce or am legally separated from that spouse.

(d) The term "Trustee" shall refer to the then acting Trustee or Co-Trustees, as the case may be, of this trust or to any successor thereto; provided, however, that in the case of Co-Trustees, if one of the persons named has died, the surviving named person or persons shall act as the sole Trustee. I shall serve initially as said Trustee of this trust. In the event that I die or become incapacitated, as determined in Article IV, or for any other reason am unable or unwilling to serve as Trustee, I appoint Katauna Nikol King as successor Trustee.

(e) Throughout this trust, the term "Trust Beneficiary" shall be defined as (1) any person under the age of 21 who is a Devisee under this trust, (2) any Devisee under this trust who the Trustee determines in its sole discretion is mentally or physically incompetent to handle his/her own affairs until such time as such incompetency is removed, or (3) my spouse with respect to his/her interest in a Spousal Trust.



## RETENTION OF RIGHT TO AMEND OR REVOKE TRUST

I have created this trust for the purposes herein stated. I retain the right to amend or revoke this trust, in whole or in part, at any time, and from time to time, by a written instrument signed by me and delivered to the trustee, provided that no amendment shall increase the duties or liabilities or decrease the compensation of the Trustee without the Trustee's consent. This retained right to amend or revoke the trust is a personal power. Upon my revocation of this trust, unless the instrument of revocation otherwise provides, any property or interest in property remaining in this trust, including any property or interest in property payable to this trust upon my death, shall be distributed to me or to my estate.

## III.

## LIFE INSURANCE PAYABLE TO THE TRUST

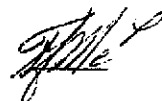
I have created this trust to receive any property which I may cause to be distributed to the trust upon my death. To the extent I specifically designate the trust as a beneficiary of any life insurance policies on my life, I shall be solely responsible for the payment of any premiums or other charges on such insurance policies, and I also reserve to myself ownership rights or other benefits with respect to such policies. The Trustee shall not be responsible with respect to any such insurance policies during my lifetime, except the Trustee shall hold in safekeeping any insurance policies that I have delivered to the Trustee.

## IV.

## PAYMENTS DURING MY LIFETIME

(a) For purposes of this Article IV, I am incapacitated if I have been declared legally incompetent or if, because of illness or other cause, I am unable to manage my affairs properly as determined by a licensed medical physician (who has examined me for this purpose) and the successor Trustee. For the determination of my incapacity to be effective, a written instrument stating that I am incapacitated, signed by both such persons, must be delivered to me and the successor Trustee. The successor Trustee shall have the right at any time to make a later determination that I am no longer incapacitated for the purpose of this trust. The persons making such later determination may, but are not required to, consult medical doctors and others in making any such determination, and their determination shall be binding and conclusive if made in good faith.

(b) During my lifetime and as long as I am not incapacitated, the Trustee shall pay out such part or all of the income and principal of the trust to me as I may from time to time direct. If I am incapacitated, the Trustee shall be authorized to pay out such part or all of the income and principal of the trust to me, or use the same for my benefit, as the Trustee may deem necessary to provide for my support, health, and maintenance.



## COLLECTION OF ASSETS AND PAYMENTS TO ESTATE UPON MY DEATH

(a) Upon my death, the Trustee shall not be required to collect or attempt to collect any property to be distributed to the trust as a result of my death, until it has actual knowledge that I have died and that such property is then distributable to the Trustee. The Trustee shall not be required to institute any legal action to collect such property without satisfactory indemnification. In the collection of the proceeds payable under any life insurance policies, payment to and receipt by the Trustee shall be a full discharge of the liability of any insurance company.

(b) The Trustee shall distribute to my estate any sums that are needed to pay any pre-residuary bequest or Devise under my Will or to pay any debts, expenses of administration of my estate, and estate, inheritance, or other death taxes which my estate may owe, regardless of whether the tax is attributable to the property passing under this trust; provided, however, that the Trustee, in its sole discretion, may decline to pay any of my debts or expenses from life insurance proceeds, death benefits from retirement or pension plans, or other similar death benefits which are exempt from creditors' claims. The Trustee shall make any payments to my estate by distribution of property directly to the Executor of my estate and may rely on any written instrument received from the Executor setting forth the amount needed to make such payments.

## VI.

## TRANSFERS TO THE TRUST AND REVOCATION OF PRIOR TRUSTS

I have initially transferred to the trust the property listed on the Schedule attached hereto. In addition, I hereby revoke any other trust heretofore created by me as to which I retained the power of revocation, and I hereby direct the Trustee of any such other trust to transfer to this trust all of the property or interests in property of such other trust. I, and any other person, shall have the right, at any time, and from time to time, to transfer additional property to the Trustee by gift or by will at death.

## VII.

## NO REQUIREMENT OF DIVERSIFICATION

The Trustee shall be authorized to hold any property that is owned by me at the time of my death or subsequently acquired by the Trustee, even if the requirement of diversification otherwise imposed on the Trustee by law or government regulation would require that such asset be disposed of. The Trustee shall not be liable to any person for any loss or decrease in the value of any such property while retained by the Trustee.

## VIII.

## SITUS OF TRUST

The situs of this trust shall be Georgia and the rights of the Trust Beneficiaries shall be governed by the laws of the State of Georgia.



## POWERS OF ADMINISTRATION

(a) In addition to and without limitation upon any powers granted by this trust or by law, the Trustee, and any successor, shall have the following powers, which shall be exercisable in the Trustee's discretion and in such manner as the Trustee may deem equitable and just without order of or report to any court:

(1) To lease, sell, exchange, or otherwise dispose of any property owned by me at my death or acquired by the Trustee after my death, at public or private sale, as the Trustee deems best; and to make any election permitted by tax laws.

(2) To invest any monies or other properties in my estate in such stocks, bonds, notes, certificates of deposit, real estate, improvements thereon, or to make any other investment the Trustee deems best.

(3) To use real estate brokers, accountants, attorneys, financial advisors, and others to assist in the administration of the trust, at the discretion of my Trustee, and to reasonably compensate them for their services.

(4) To value the property in the trust for the purpose of making distributions and to distribute the trust in cash or in kind and in divided or undivided interests.

(5) To renew, extend, or modify any note, mortgage, deed of trust, or other indebtedness and to borrow money with or without security.

(6) Furthermore, I grant to my trustee all of the powers set forth in 1991 Georgia Laws 810 (Official Code of Georgia Annotated Section 53-12-232) as amended to the date of execution of this trust.

(7) The power to determine whether items should be charged or credited to income or principal, or be apportioned between income and principal. The Trustee shall exercise the Trustee's discretion in such manner as the Trustee may reasonably deem equitable and just under all the circumstances and regardless of whether such items are charged or credited to or apportioned between income and principal as provided in Article 10, Sections 53-12-210 through 53-12-219 of the Official Code of Georgia Annotated.

(b) If I have directed my Trustee to distribute any portion of my tangible personal property by a separate written instrument, it is my desire that such property be distributed as so directed, but without imposing any legal obligation on my Trustee to do so.

(c) Any successor Trustee shall have all of the rights, powers, privileges, and immunities of the originally named Trustee. No Trustee shall be required to make or file any inventory, appraisal, return, or account, or report to any court, or be required to post bond, unless otherwise required to do so notwithstanding this provision. No successor Trustee or other fiduciaries shall be required to inquire into or audit the acts of any predecessor or to make claim against any predecessor or his or her estate.

(d) A corporate Trustee may receive compensation for its services in accordance with its published schedule of fees in effect at the time the services under this Trust are



rendered. An individual Trustee may receive that compensation for his or her services which is allowed by law at the time the services under this Trust are rendered.

## X.

### CHILDREN'S AND INCOMPETENCY TRUST PROVISIONS

(a) A separate trust is hereby established for each Trust Beneficiary as defined by items (1) or (2) of Paragraph (e) of Article I herein.

(b) In making payment to or for the benefit of each Trust Beneficiary described in item (1) of Paragraph (e) of Article I, the Trustee shall be authorized to make such payments, in whole or in part, without court approval, directly to such person, to a parent or guardian of such person, or to any adult with whom such person resides. In addition, if the Trustee is directed to distribute money or property to such Trust Beneficiary, the Trustee shall be authorized to hold such money or property in trust for such person until such person is no longer a Trust Beneficiary as described in Article I herein. During such period, the Trustee shall pay out such part or all of the income and principal of the trust to or for the benefit of such Trust Beneficiary as the Trustee deems best to provide for the health, maintenance, support and education of such person, accumulating any income not paid out or used currently as trust principal. The Trustee shall take into consideration any other property, funds, or resources available to such Trust Beneficiary to the knowledge of the Trustee in exercising its discretion hereunder. When such person is no longer a Trust Beneficiary as described herein, the Trustee shall pay out any property remaining in the trust to such person, and if such person should die before such person is no longer a Trust Beneficiary as described herein, the property then remaining in the trust shall be distributed to the other then living beneficiaries designated in Article XIV of this trust, as though such person had predeceased me.

(c) With regard to a Trust Beneficiary described in item (2) of Paragraph (e) of Article I, the following provisions shall apply:

1. If the Trust Beneficiary is mentally or physically incompetent to handle his/her own affairs but is not otherwise eligible to receive federal and state public assistance support payments with respect to such incompetency, then the provisions of Paragraph (b) above shall apply.

2. (i) Alternatively, if the Trust Beneficiary suffers from any mental or physical disability, which would otherwise qualify him/her to receive federal and state public assistance support payments but for the distribution of all or a portion of this trust share to him/her, then I hereby give, bequeath and devise the amount thereof to the trustee of the Georgia Community Trust to hold and administer such funds in trust for his/her benefit as the life beneficiary thereof. I hereby appoint the Trustee hereunder (and any successors thereto as hereinafter named) to serve as a co-trustee with the trustee of the Georgia Community Trust, and together they shall determine supplemental, permissible benefits that may be provided for the Trust Beneficiary during his/her lifetime without violating the Trust Beneficiary's eligibility for the federal and state public assistance support payments. Income and principal of the trust may be used to supplement the care, support, habilitation, rehabilitation, and treatment of the Trust Beneficiary within the meaning of O.C.G.A. section 30-10-1 *et seq.* but shall not be used to provide benefits that in any way reduce, impair, or diminish the benefits for which the Trust Beneficiary is otherwise eligible by applicable federal and state law.



(ii) I hereby request that all funds transferred to the Georgia Community Trust be divided and invested equally between Trust 1 and Trust 2 of the Georgia Community Trust, reserving, however, unto the Trustee the right to reallocate such invested funds in different proportions between Trust 1 and Trust 2 (or among any other trust investment accounts as they may be established) and to withdraw the entire amount of such funds for good and sufficient reason upon written notice to the trustee of the Georgia Community Trust.

(iii) In the event that the Trust Beneficiary ceases to be eligible for public assistance support payments, then the trustee of the Georgia Community Trust shall distribute the remaining balance of his/her trust share: (i) directly to the Trust Beneficiary if he/she no longer suffers from any mental or physical disability, or (ii) to the Trustee hereunder to hold and administer such funds in trust for his/her benefit as otherwise provided in Paragraph (b) of this Article, if the Trust Beneficiary still suffers from a mental or physical disability, but is nevertheless ineligible to receive public assistance support payments.

(iv) Upon the death of the Trust Beneficiary and after payment of his/her funeral and burial costs, the balance of his/her trust share remaining in the Georgia Community Trust (or, if applicable, the balance of his/her trust share then held in a separate trust pursuant to Paragraph (b) of this Article by reason of subparagraph (iii) immediately above) shall be distributed to the other then living beneficiaries designated in Article XIV of this trust.

(v) In the event that the Georgia Community Trust either: (a) dissolves or ceases its business operations; (b) loses, abandons, or changes from its nonprofit status as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (c) no longer retains any expertise regarding the care, support, habilitation, rehabilitation, and treatment of persons with impairments, then in any such event I direct the Trustee and the trustee of the Georgia Community Trust to distribute the balance of the trust fund then held for the benefit of the Trust Beneficiary to a similar, nonprofit community trust, which qualifies as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and which has expertise regarding the care, support, habilitation, rehabilitation, and treatment of persons with impairments in compliance with O.C.G.A. section 30-10-1 *et seq.*, to be held and distributed as provided herein for the benefit of the Trust Beneficiary.

## XI.

### MARITAL ESTATE TAX TRUST PROVISIONS

A Marital Estate Tax Trust (the "Spousal Trust") is hereby established for my spouse if at the time of my death I am married, and if my spouse chooses to disclaim any part or all of his or her Devise in Article XIV of this trust. Any part of such Devise so disclaimed shall be held in trust by the Trustee for the benefit of my spouse as Trust Beneficiary. The Trustee shall pay over to my spouse all of the income from the trust or use the same for his or her benefit, in quarterly or more frequent installments, from the time of my death until my spouse's death. It is my intention that my spouse shall have such use of the trust property as life beneficiary as is consistent with the value of the principal of the trust and its preservation. In furtherance of this express intention, any unproductive property in the trust shall be converted by the Trustee within a





reasonable time upon receipt of signed instructions to this effect from my spouse. My spouse, as a Trust Beneficiary, shall also have the right to direct the Trustee to distribute to him or her such part or all of the principal of the trust if and to the extent such principal is needed for my spouse's support, health, education and maintenance. Upon the death of my spouse, any property then remaining in the trust shall be distributed to the other then living beneficiaries designated in Article XIV of this trust as though my spouse had predeceased me.

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XII.

SIMULTANEOUS DEATH

If any Beneficiary or Devisee under this trust does not survive me by thirty (30) days from the date of my death, it shall be presumed for purposes of any distribution to or for the benefit of such Beneficiary or Devisee that such Beneficiary or Devisee predeceased me.

XIII.

SPECIFIC DEVISE

I choose not to make any specific devises but instead to have all of the trust property, personal, real, or mixed, wheresoever located, to pass to my Devisee(s) under the provisions of the Devise of Residuary Estate below.

XIV.

DEVISE OF RESIDUARY ESTATE

Upon my death, I direct my Trustee to devise all of the rest, residue, and remainder of my trust estate, real, personal, or mixed, wheresoever located, to the following **Primary** Devisee(s):

30% to Katauna Nikol King;

30% to Carlos Polk, Jr.;

5% to Ronald Eugene McCord;

5% to Katriena Ann King-McCord;

30% to Kymil Polk.

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Provided, however, that if a person named or described above as a Primary Devisee has predeceased me, his share shall be distributed equally among his children who survive me, if any.

If at the time of my death I am married, and if my spouse disclaims any part or all of his or her Devise, any part of such Devise so disclaimed shall be held in trust in accordance with the provisions of Article XI of this trust. If my spouse also disclaims any part or all of the Devise held in trust for his or her benefit in accordance with the provisions of Article XI of this trust, it shall be presumed for all purposes hereunder





with respect to any such Devise in trust also disclaimed, that he or she predeceased me.

Unless otherwise directed above, in the event I have: (i) named or described two or more persons as a group or class to take one of the percentage Devises listed above, and all such Primary devisees in such group or class die before me; or (ii) named or described only one person to take one of the above percentage Devises, and that Primary Devisee dies before me, then in either such event the Trustee shall add that percentage Devise to, and distribute as if originally part of, the other percentage Devise(s), if any, based on the ratio that each other percentage Devise bears to the total of all such other percentage Devises.

If no Primary Devisee(s) survive me, then the property in my residuary estate shall be distributed to those persons who would have been entitled to the property under the intestate succession laws of the State of Georgia had I died intestate owning such property.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal as Grantor and Trustee, this 10<sup>th</sup> day of January, 2008.

Thomas Josiah McCord (SEAL)  
Thomas Josiah McCord,  
Grantor and Trustee

Barbara Long  
Unofficial Witness

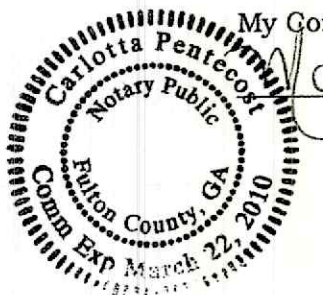
STATE OF GEORGIA

COUNTY OF DeKalb

I, Carlotta Pentecost, a Notary Public in and for said County and State, do hereby certify that Thomas Josiah McCord personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 10<sup>th</sup> day of January, 2008.

Carlotta Pentecost  
NOTARY PUBLIC



My Commission Expires:

March 22, 2010

## SCHEDULE TO THE FAMILY TRUST OF

Thomas Josiah McCord

All my tangible personal property, including, but not limited to, my household furnishings, clothing, jewelry, collectibles, and personal effects (including any such property acquired by me after the effective date of this Trust), except for those items of tangible personal property the title to which are evidenced by a certificate of title, such as automobiles, boats, airplanes, and the like.

A handwritten signature in dark ink, appearing to be 'TJM', located in the bottom right corner of the page.