**Form 13-1: Will with QTIP Trust**

[[Text Box Start]]

Credit Shelter Trust funded to the extent of Federal Exemption Amount

Personal Representative with discretion carve out Maryland-Only QTIP

Appointment of Personal Representative and Trustee and Successors

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**Last Will and Testament**

**of**

**(*insert name of Testator*)**

I, (*insert name of Testator*), of (*insert county of domicile*), State of Maryland, being of sound and disposing mind and hereby intending to dispose of all property belonging to me at my death, of whatsoever kind and wheresoever situate, do hereby make, publish and declare this to be my Last Will and Testament, and hereby revoke all former Wills and Codicils that may have been heretofore made by me.

**Identification of Family Members**

Any reference to my Spouse, whether specifically named or not, shall be construed as meaning only (*insert name of Spouse*). My Spouse and I have (*write out number of children*) (*insert #*) children, namely (*insert names of Children*). They and any other children born to or adopted by my (*insert relationship*) and me after the date of this Will are referred to as “my children.”

**I. Payment of Debts, Administration and Funeral Expenses**

I direct that all of my legally enforceable debts, the costs of the administration of my estate and my funeral expenses, including the cost of a suitable burial marker and perpetual care thereof and the cost of the erection of a suitable marker at my grave (or such of these as have not been provided for during my lifetime, shall be paid from my Residuary Estate). I authorize my Personal Representative to pay any expenses in connection therewith without the necessity of obtaining the approval of any court having jurisdiction over the administration of my estate.

**II. Payment of Taxes**

I direct my Personal Representative to pay from my Residuary Estate all transfer, estate, inheritance, and all death and succession taxes of every kind and character, imposed by the United States Government or any State or taxing authority, which are due and payable by my estate or due by reason of my death, whether or not the property taxed passes by the terms of this Will, by survivorship, by contract of insurance, or otherwise. The payment of the aforementioned taxes by my estate shall have the same effect as if said taxes were expenses of administration and all property passing at my death shall be free and clear of said taxes; provided, however, that this provision to pay all such taxes out of my Residuary Estate shall not apply to any generation-skipping transfer tax or to any additional estate or inheritance tax resulting from a disposition or change in the use of real property valued on the basis of its use.

A. Notwithstanding anything in this Article II to the contrary, if any of the aforesaid estate, inheritance, and/or death taxes and duties (including any interest and penalties thereon) is imposed on property includible in my gross estate by reason of Section 2044 of the Internal Revenue Code of 1986, as amended (Code), or corresponding provisions of state law, I direct my Personal Representative to recover such tax as provided in Section 2207A of the Code or corresponding provisions of state law.

B. If I have been given a general testamentary power of appointment under the terms of any Will or Trust instrument, then I hereby partially exercise such power and appoint to my estate, out of the assets subject to such power, a sum equal to the total amount by which all federal and state estate, inheritance and succession taxes payable from my estate have been increased by reason of the inclusion in my taxable estate of all assets subject to such power of appointment, provided, however, that there shall be no exercise for any said increases for which my Personal Representative is directed to recover pursuant to paragraph A of this Article II. Certification by my Personal Representative of the amount of such tax increase shall be final and binding on my estate and on all persons affected by my exercise or non-exercise of such general power to the limited extent herein exercised.

**III. Tangible Personal Property**

All household furnishings and supplies, silverware and works of art now used in the maintenance of our home are owned solely by my Spouse, (*insert name*), either having been acquired as my Spouse’s separate property or having been gifts made to my Spouse’s during my lifetime, and I, therefore, make no disposition herein of such household goods if my Spouse survives me by thirty (30) days. In addition, I give, devise, and bequeath unto my Spouse, provided my Spouse survives me by thirty (30) days, all of my automobiles and all my tangible personal effects, together with all unexpired insurance thereon. All such articles not so distributed shall be sold by my Personal Representative or otherwise disposed of by her as she may deem advisable and the net proceeds thereof shall become a part of my Residuary Estate. I direct my Personal Representative to pay all costs of insurance, storage and transportation incurred in the distribution of the aforesaid items of personal property from my Residuary Estate.

**IV. Marital Trust**

A. It is my intention to take maximum advantage of the unlimited federal estate tax marital deduction to the extent that the marital deduction can be utilized without wasting any of the unified credit and other credits available to my estate. I bequeath and devise to my Trustee in trust entitled, "Marital Trust," an amount equal to the maximum unlimited federal estate tax marital deduction allowable to my estate as finally determined for federal estate tax purposes less the following two amounts:

1. The amount of the marital deduction, if any, that is allowed in computing the federal estate tax on my estate for any and all property and interests in property passing to my Spouse (or which shall have passed to my Spouse) other than under the provisions of this Article IV, and

2. The amount, if any, that is required to increase my taxable estate to the figure where the federal estate tax thereon exactly equals the unified credit and all other credits available to my estate for federal estate tax purposes to the end that no federal estate tax will be payable by my estate, even if this results in some state estate tax being payable by my estate.

B. My Personal Representative shall have authority and discretion to satisfy the bequest and devise to my Marital Trust wholly or partly in cash or in kind and to select and designate and to convey, transfer and assign to my Spouse cash, securities or other assets, including real estate or interests therein; provided, however, that in no event shall there be included among such allocated assets, any asset with respect to which a marital deduction would not be allowable if so included; and for purposes of satisfying the amount of this bequest and devise, any asset in-kind that is distributed to my Trustee shall be valued at the value that is finally established for federal estate tax purposes; further provided, however, that in selecting the cash and assets in-kind for distribution to my Spouse, my Personal Representative shall give consideration to the changes in value that have occurred between the value that is established for federal estate tax purposes and the value, on the date of selection, of the property that is available for distribution to my Spouse; and my Personal Representative shall distribute to my Spouse assets, including cash, having an aggregate fair market value fairly representative of the net appreciation or depreciation from federal estate tax values of all of the property that is available for distribution to my Trustee on the date, or dates, on which such distribution is made. This bequest shall abate to the extent that it cannot be satisfied in full under the applicable provisions hereof. In determining the value of my Residuary Estate for the purposes of this Article IV, the value of my Residuary Estate shall not include the amount of any generation-skipping transfer deemed included as part of my gross estate under any provisions of the Internal Revenue Code.

C. Marital Trust will be administered in accordance with Article VI, with the same provisions as "Residuary Trust A."

**V. Residuary Estate**

My "Residuary Estate" shall consist of the rest and residue of my estate of whatsoever kind, nature and description and wheresoever the same may be situate, which I may own or be entitled to at the time of my death, or over which I have a general power of testamentary disposition. I give, devise and bequeath my Residuary Estate, unto my Trustee hereinafter named, to be held in trust for the uses and purposes hereinafter set forth, and to be known as the "Residuary Trust."

**VI. Residuary Trust**

Accounting from the date of my death, my Trustee shall distribute the net income and principal thereof in the following manner:

A. If my Spouse survives me by thirty (30) days; my Trustee shall pay to my said Spouse in installments not less often than quarter-annually, all of the income therefrom during the remainder of my Spouse’s lifetime.

1. My Spouse shall have the absolute noncumulative right, upon my Spouse’s written request delivered to my Trustee, to withdraw from time to time, in cash or in trust assets at values as currently appraised by my Trustee, sums from principal not exceeding in the aggregate in each calendar year the greater of the sum of Five Thousand ($5,000.00) Dollars or Five (5%) Percent of the principal as valued and appraised by my Trustee at the end of such calendar year. This power shall be exercised by my Spouse only in the last calendar month of each year.

2. In addition to any distribution of income and/or principal otherwise provided for herein, my Trustee shall have authority in my Trustee's sole and absolute discretion to make payments out of principal to the extent that my Trustee may deem reasonable and proper for the health, maintenance, education and support of my said Spouse in accordance with my Spouse’s station in life.

3. In addition to any distribution of income and/or principal otherwise provided for herein, my Trustee shall have authority in the Trustee's sole and absolute discretion to make payments out of principal to the extent that the Trustee may deem reasonable and proper for the health, maintenance, education and support of my Spouse in accordance with her station in life.

B. With respect to the Residuary Trust created under this Article VI, my Personal Representative shall in my Personal Representative's sole and absolute discretion, determine whether to elect under the provisions of the Internal Revenue Code or any state death tax law applicable to my estate to qualify any portion of the Residuary Trust for the federal or state estate tax marital deduction. I specifically authorize such election under any state law even if such election is inconsistent with any similar election made with respect to the federal estate tax. The determination of my Personal Representative with respect to the exercise of any such election shall be final and binding on all interested persons. My Personal Representative shall not be liable for any loss resulting from my Personal Representative's determination with respect to the exercise of any such election made by my Personal Representative in good faith.

1. Upon the election by my Personal Representative to qualify a portion of the Residuary Trust for the federal or state estate tax marital deduction, my Trustee shall divide the Residuary Trust into two separate trusts so as to create one trust ("Residuary Trust A") based upon the portion of the Residuary Trust that would be included in my Spouse’s estate for state estate tax purposes and one trust ("Residuary Trust B") based upon the portion of the Residuary Trust that would not be included in my Spouse’s estate for state estate tax purposes. Both Residuary Trust A and Residuary Trust B shall be held pursuant to the provisions of this Article VI, except the following is applicable to Residuary Trust A:

a. My Spouse shall have the right and power to direct that the Residuary Trust A assets be reinvested to produce such income as is reasonable and consistent with the value of the trust corpus.

b. Upon the death of my Spouse, my Trustee shall pay for the account of my Spouse’s estate, from the principal of Residuary Trust A, that amount by which the estate and inheritance taxes payable by my Spouse’s estate shall have been increased by reason of my Spouse’s death and the inclusion of Residuary Trust A in my Spouse’s estate for federal or state estate tax purposes.

c. The balance of Residuary Trust A shall be added to and become a part of Residuary Trust B.

2. It is my intention that Residuary Trust A contained in Paragraph B.1 of this Article shall qualify for the marital deduction for state estate tax purposes, and, therefore, notwithstanding any provision of this my Last Will and Testament to the contrary, and whether or not any reference is made in any provision of this my Last Will and Testament to the limitations imposed herein, my Trustee shall not have or exercise any authority, power or discretion over Residuary Trust A, or the income therefrom, or the property constituting Residuary Trust A nor shall any payment or distribution by my Trustee be limited or restricted by any provisions of this my Last Will and Testament, or any power or authority granted under the laws or Rules of Court of any State, which would in any way (i) adversely affect the qualification of Residuary Trust A provided for in Paragraph B.1 of Article VI of this my Last Will and Testament for the state estate tax marital deduction; (ii) prevent my estate from receiving the benefit of the state estate tax marital deduction; or (iii) affect the right of my Spouse to all of the income therefrom in the amount and to the extent necessary to qualify Residuary Trust A for the marital deduction for state estate tax purposes. Except as is expressly provided to the contrary in this my Last Will and Testament, my Personal Representative shall have the authority to make the election with respect to qualified terminable interest property under Section 2056(b)(7)(B)(v) of the Code or Section 7-309 of the Tax General Article of the Annotated Code of Maryland. In addition, I hereby direct that no authorization or direction or other provisions contained in this my Last Will and Testament which would prevent Residuary Trust A from qualifying for the state estate tax marital deduction shall apply to said Trust, and I hereby state that it is my intention that any court having jurisdiction over this my Last Will and Testament construe this instrument accordingly.

C. Upon the death of my Spouse or in the event that my Spouse shall predecease me, my Trustee hereinafter named, shall distribute principal and undistributed income to my children *per stirpes*.

**VII. Simultaneous Death Clause**

In the event that the deaths of my Spouse and myself occur under circumstances that it cannot be determined which one survived the other, then all of the provisions of this Will shall be construed and administered as though my Spouse, in fact, predeceased me.

**VIII. Trust Savings Clause**

If at the time of my death, my Trustee would be required to terminate the Residuary Trust under Article VI, my Personal Representative shall distribute the balance of my Residuary Estate in accordance with the provisions of Article V.

**IX. Beneficiary Failure Clause**

If at any time, there shall remain in the hands of my Personal Representative any portion of my estate not otherwise allocable or distributable under any other provision of this Will, my Personal Representative shall distribute absolutely such portion to such persons as would then be entitled to receive my personal property had I then been seized and possessed of such portion and had then died, owing no debts, intestate and a resident of the State of Maryland.

**X. Appointment of Trustee**

I hereby nominate and appoint my (*insert relationship*), (*insert name of Trustee*) to be my Trustee of the Trust estates created under this Will. In the event of the death, resignation, or inability to serve of my (*insert relationship*), (*insert name of Trustee*) as Trustee, I hereby nominate and appoint (*insert relationship*), (*insert name of Successor Trustee*), as Substitute Trustee. I hereby confer upon said Substitute Trustee the same powers, discretion, duties, and immunities given to the one originally named herein.

A. Any Trustee hereunder from time to time is hereby given the right to resign by giving written notice to the other Trustee, if any, otherwise to the then income beneficiary or beneficiaries hereunder.

B. My Trustee hereunder shall have no duty to examine the tax returns, accounts, records or proceedings of my Personal Representative nor any responsibility or liability for any action of, or any failure to act on the part of my Personal Representative and my Trustee shall be chargeable only with such assets of my estate as are actually received by my Trustee from my Personal Representative.

**XI. Appointment of Personal Representative**

I hereby nominate and appoint my Spouse, to be the Personal Representative of this, my Last Will and Testament. I direct that my said Personal Representative be excused from the necessity of giving bond, other than that required by law. In the event of the death, resignation, or inability to serve of my Spouse, I hereby nominate and appoint my (*insert relationship*), (*insert name of Successor Personal Representative*), as Substitute Personal Representative. I hereby confer upon said substitute Personal Representative the same powers, discretion, duties, and immunities given to the one originally named herein.

**XII. Trustee Fiduciary Provisions**

In the absence of specific restrictions to the contrary, the following provisions shall apply to each of the separate Trusts which may be created under this Will:

A. Except as otherwise specifically provided in this Will, my Trustee shall make payments only into the hands of the beneficiary entitled thereto so that neither the income nor principal shall be subject to assignment, nor be anticipated, nor be liable for the debts or contracts of a beneficiary, nor be taken in execution by attachment, garnishment or other proceeding while in the hands of my Trustee; provided, however, that deposit to the credit of a beneficiary in any banking institution in an account established by such beneficiary shall be deemed payment to him or her; and provided further, that if a beneficiary be a minor or, in the judgment of my Trustee based on professional medical advice, shall be of unsound mind whether adjudicated an incompetent or not, or be suffering from physical or mental disorder which renders him or her incapable of the management of the payments to which he or she may be entitled hereunder, then my Trustee may in my Trustee’s discretion expend for the benefit of such beneficiary the amounts otherwise payable to him or her, or my Trustee may make such payments to his or her duly appointed committee or guardian or to the person who in his judgment has assumed responsibility for disbursing funds available for his or her care and support, and the receipt of any such person or corporation shall be an absolute discharge to my Trustee for the sums so paid over.

B. My Trustee shall have authority to receive other property, real or personal, which may be devised, bequeathed, assigned, granted or made payable to my Trustee, and all such property shall be added to principal and administered in accordance with the applicable terms of this Will.

C. My Trustee is authorized to take any action for the benefit and protection of my Trust estate which my Trustee might do if the absolute owner thereof including, but not limited to, the following:

1. To retain any asset, which I own at the time of my death, so long as, in the sole judgment of my Trustee such retention does not appear detrimental to the Trust estate and the beneficiaries thereof;

2. To invest in various assets, including real estate, bonds, preferred and common stocks, and investment partnerships, general and limited, without being restricted by statute, rule of law or court, or practice governing the diversification or investment of Trust funds;

3. To sell, at public or private sale, and otherwise dispose of any asset at such times and upon such terms as my Trustee shall deem advisable; to extend the time of payment of any obligation; to foreclose mortgages and bid on property under foreclosure and to hold, lease and manage the same; to continue mortgage investments after maturity either with or without renewal or extension; to partition real estate which my Trustee may hold jointly or in common with others; and to execute and deliver or to join in the execution and delivery of any options, deeds, leases (including leases extending beyond the duration of the Trust estate) or other instruments which may be necessary;

4. To compromise, settle or submit to arbitration any claim in favor of or against the Trust estate;

5. To borrow money and to pledge or mortgage assets as security for the repayment thereof;

6. To vote in person or by general or limited proxy; to execute guarantees and indemnity agreements; to join in, consent to or oppose any deposit agreement, reorganization proceedings, merger, dissolution or other corporate adjustment; to pay any assessment levied thereon; to exercise any option or rights given in connection therewith;

7. To distribute in cash or in-kind and to value assets for any purpose whatsoever, such distribution and valuation to be conclusive against all persons interested hereunder;

8. Notwithstanding any other provision of this Will to the contrary, when directed to divide the Trust estate into parts or shares my Trustee may defer making a physical division thereof until such time as in my Trustee’s sole judgment a physical division shall be necessary. Each such undivided part or share shall be held as a separate Trust as though such physical division had been made;

9. Notwithstanding any rule of law or practice to the contrary, I specifically authorize my Trustee of any separate Trust created under this Will to purchase from and sell to my Trustee of any other separate Trust created hereunder any of the assets of such Trust at his full and fair market value, as determined by my Trustee, at the time of such sale;

10. In the event that proceeds of any insurance policy on my life are payable to my Trustee, I hereby direct my Trustee to collect and receive such sum and to hold the same in the Residuary Trust, as my Trustee may be directed by my Personal Representative, it being the responsibility of my Trustee to notify my Personal Representative promptly of all insurance proceeds which are paid to or payable to my Trustee;

11. To purchase from my estate any asset owned by me at the time of my death; and to lend any part of the principal of the Residuary Trust to my estate. My Trustee may make such purchase from or loan to my estate without liability for resulting loss and my Trustee shall have authority to retain any asset so purchased by it for such period of time as my Trustee may deem the retention thereof not detrimental to the Trust estate and the beneficiaries thereof;

12. If my Trustee acquires ownership of any policy of insurance on the life of any person other than myself, my Trustee may, in my Trustee’s sole discretion, retain such policy as an asset of the Trust, maintain it in full force and effect, or exercise any of the non-forfeiture provisions and all other incidents of ownership, and the decision of my Trustee regarding the retention or disposition of any such policy shall be binding and conclusive on all persons interested hereunder;

13. My Trustee shall not be required to make any charge or other deduction from income at any time, nor to create any reserve with respect to depreciation for any property held in any Trust created herein;

14. Notwithstanding any other provision of this Will to the contrary, I direct that my Trustee shall not under any circumstances distribute to, or for the benefit of my estate, any funds which are identifiable as not having been included in my adjusted gross estate in the computation of federal estate tax liability.

D. Upon the death of any beneficiary hereunder, my Trustee shall have full power to pay out of the principal of the Trust from which such beneficiary was entitled or permitted, in the exercise of discretion herein granted, to receive income immediately prior to his, before any other disposition of such Trust provided for by this Will shall be made, such sum or sums as shall be necessary and proper, within the discretion of my Trustee, to provide for any part or all of the funeral expenses (including the cost of a suitable marker for the grave), and the expenses of the last illness, of such beneficiary, to the extent that the estate of such beneficiary as known to said Trustee, shall be insufficient to satisfy such expenses and there shall be no other resources therefore known to said Trustee.

E. It is my desire that this Trust estate shall not be administered under Court jurisdiction and in the event that application is made to any Court for any purpose in connection with the Trust estate or the provisions of this Will, it is my desire that such Court shall have jurisdiction of the specific matter at issue and shall not retain jurisdiction over the Trust estate unless requested to do so by my Trustee.

F. As to each separate Trust created by this Will, my Trustee shall be entitled to commissions and allowances as from time to time provided by law; reasonable special compensation for services of whatever nature not normally incident to the administration of conventional Trust funds; and additional compensation of two (2%) percent on all amounts paid out of principal in the exercise by my Trustee of discretion as conferred by this Will; provided, however, that my Trustee shall receive in each year total compensation computed as above or a minimum commission not less than the minimum annual commission then charged by my Trustee for administering similar Trusts, whichever sum is the larger. All commissions shall be charged against principal except that portion thereof which represents statutory commissions on income which shall be charged against income.

G. Proceeds from any Individual Retirement Account, retirement, annuity, pension, profit sharing or employee benefit plan payable to my Trustee shall be allocated as principal to the Residuary Trust, and my Trustee shall notify my Personal Representative promptly of all such proceeds which are payable to my Trustee.

H. I direct that no person acting as a co-Trustee hereunder shall participate in any decision regarding whether, and the extent to which, any discretionary payment shall be made to or for my Trustee or benefit or the benefit of any other person for whose support such co-Trustee may be legally liable; and such decision shall be made solely by the remaining Trustees.

I. If at any time there shall remain in the hands of my Trustee any portion of the Trust estate not otherwise allocable or distributable under any other provision of this Will, my Trustee shall distribute absolutely such portion to such persons as would then be entitled to receive my personal property had I then been seized and possessed of such portion and had then died, owing no debts, intestate and a resident of the State of Maryland.

J. If the current value of the principal of any Trust at any time becomes less than One Hundred Thousand ($100,000) Dollars (after allowances for expenses and commissions), my Trustee may, in my Trustee’s sole discretion, terminate such Trust and pay over the remainder thereof to the person or persons then entitled to the income therefrom, in the proportions to which said beneficiary is then entitled to such income; provided, however, that any payment which would be made to a beneficiary who has not attained the age of twenty-one (21) shall be distributed to a custodian under the Maryland Uniform Transfers to Minors Act, such custodian to hold such payment for the benefit of such minor under the terms of said Act. My Trustee shall have the power to select any qualified person as custodian.

**XIII. Personal Representative Fiduciary Provisions**

I hereby confer upon my Personal Representative all powers necessary for the administration of my estate, and for such purposes:

A. I authorize my Personal Representative to sell at public or private sale any real or personal property owned by me at the time of my death, at such price or prices and upon such terms and conditions as my Personal Representative may deem advisable or proper, and to charge all broker's commissions and other expenses of sale as estate administration expenses; also to deed, assign, convey, mortgage, lease, borrow, invest money, and otherwise to deal with my estate as my Personal Representative in my Personal Representative’s sole and absolute discretion may deem proper; and to compromise claims against or owing to my estate; and to vote in person or by either limited or general proxy securities constituting a part of my estate without liability for loss by reason of the exercise of such voting rights; and to execute guarantees and indemnity agreements binding my estate; and to employ counsel in the administration of my estate, charging all such counsel fees as estate administration expenses and not as a diminution of the compensation which my Personal Representative may be allowed; all of which powers shall be exercised without prior application to or subsequent ratification by the Orphans' Court of (*insert county of domicile*) County or any other court having jurisdiction over the administration of my estate. It is my intention that the enumeration of the above powers shall not be a limitation upon the exercise by my Personal Representative of other powers conferred upon my Personal Representative by law.

B. During the administration of my estate, my Personal Representative may make such advances on my Personal Representative’s commissions, on counsel fees, accounting fees, experts' fees, and on other fees, expenses and charges incurred in the administration of my estate, prior to the judicial settlement of her accounts as my Personal Representative may, from time to time, determine to be just and reasonable.

C. I authorize my Personal Representative to employ any investment counsel, corporate custodians, agents, accountants, brokers and attorneys which my Personal Representative may select and pay the charges thereof from the income or principal of my estate; and I direct that my Personal Representative, or a partnership, corporation or other entity in which my Personal Representative shall be interested or by which my Personal Representative shall be employed may be retained in any such capacity, and that, in such event, the charges which shall be payable to my Personal Representative or to any such partnership, corporation or other entity shall be in addition to commissions or compensation otherwise allowable to my Personal Representative and may be paid without prior judicial approval.

D. I hereby authorize my Personal Representative to carry out the terms of any valid agreement to which I am a party, and which is in existence at the time of my death, pertaining to the sale of my interest in any partnership, enterprise or corporation in which I am financially interested at the time of my death.

E. My Personal Representative shall be and is hereby absolved and exonerated from any individual responsibility or liability for any loss which may result to any property passing under this Will or otherwise than under this Will or which may result to any person in connection with the exercise or non-exercise of the powers, authority or elections granted to my Personal Representative under this Will or conferred by law so long as such Personal Representative shall have been acting in good faith and without gross negligence.

F. I authorize my Personal Representative to execute in my name on behalf of my estate any income tax return which may be filed jointly with my Spouse or my Spouse’s personal representative; and my Personal Representative shall not require my Spouse or my Spouse’s personal representative to give bond or other security or indemnity in connection therewith, nor shall my Personal Representative be personally liable in the event of any loss resulting therefrom.

G. I hereby authorize my Personal Representative in the administration of my estate to retain any interest which I may have in any business, so long as in my Personal Representative’s sole and absolute discretion the retention thereof does not appear detrimental to my estate and the beneficiaries thereof, even though it may constitute all or a large portion of my estate, whether as a stockholder of a corporation, partner, sole proprietor, or otherwise for any length of time during the administration of my estate or any Trust herein created; to participate in the conduct of such business and take or delegate to others discretionary power to take any action with respect to its management and affairs which an individual would take as the owner of such business, including the voting of stock, and the determination of all questions of policy; to execute partnership or stockholder agreements and amendments thereto; to participate in any incorporation, reorganization, merger, consolidation, recapitalization or liquidation thereof; to invest additional capital in, subscribe to additional stock or securities of, and loan money or credit with security to such business out of my estate; to leave income of the business at the risk of the business by way of contribution to capital or loans subordinate to other creditors; to rely upon the reports of certified public accountants as to the operations and financial condition of the business, without independent investigation; to elect or employ as directors, officers, employees or agents of such business, and compensate, any persons including any Personal Representative or a beneficiary of my estate; to deal with and act for the business in any capacity, including any banking or Trust capacity and the loaning of money out of the Personal Representative's own funds, and to be compensated therefore; and to sell or liquidate such interest or any part thereof at any time. It is my intention that my Personal Representative through my Personal Representative’s stock ownership or ownership of any other business interest shall have and use all powers necessary to enable my Personal Representative to continue the operation of such corporation or other business interest to the same extent that I could do during my lifetime and I hereby release and exonerate the Personal Representative from any and all losses which may be suffered by my estate or any beneficiary thereof by reason of any action taken in good faith by my Personal Representative.

**XIV. Definitions**

The provisions set forth below shall apply in connection with the administration of my estate and the construction of this Will.

A. Wherever in this Will reference is made to the masculine gender, it shall be construed to include the feminine gender unless the context clearly indicates otherwise, and vice versa.

B. Wherever in this Will reference is made to my Trustee and/or Personal Representative either in the singular or plural as "it" or "its", "they" or "them", it shall be construed to include any person or persons who shall be acting in said capacity from time to time.

C. Any reference to a distribution "*per stirpes*" shall mean that the property shall be divided into as many equal shares as there are children of the decedent who survive the decedent and children of the decedent who did not survive the decedent but of whom issue did survive the decedent. Each child of the decedent who did survive the decedent shall receive one share and the issue of each child of the decedent of the decedent who did not survive the decedent but of whom issue did survive the decedent shall receive one share apportioned by applying to the children and other issue of each nonsurviving child of the decedent the pattern of representation provided for the children and other issue of the decedent and repeating the pattern with respect to succeeding generations until all shares are determined.

D. Any reference to "child," "children," "descendant," or "descendants," however expressed, shall be construed to include any other legitimate descendants, including a child or descendant by adoption if such child or descendant was adopted prior to attaining the age of eighteen (18) years. Any such term shall also include a descendant in gestation at any time specified in connection with the administration, division or distribution of any portion of my estate. The term "descendant" includes "child."

E. Any reference to “survivorship” shall be construed as any beneficiary hereunder who is required to survive including my Spouse, must for at least thirty (30) days.

F. The captions in this Will are intended solely for convenience of reference and shall not be construed to restrict or modify the meaning of the text hereof.

**XV. Appointment of Guardian**

If my Spouse, does not survive me or if following my death it becomes necessary or desirable that a Guardian be appointed for any child of mine, I request that my (*insert relationship*), (*insert name of Guardian*) be appointed as such Guardian. In the event of the death, resignation, or inability to serve of my (*insert relationship*), (*insert name of Guardian*), I hereby request that my (*insert relationship*), (*insert name of Guardian*), be appointed as Substitute Guardian. I request that my Guardian so appointed shall be excused from giving bond.

**XVI. Transfers to Minors**

Any payment which would be made to a beneficiary, pursuant to the terms of this Will, who has not attained the age of majority may, in the discretion of my Personal Representative, be distributed to a custodian under the Maryland Uniform Transfers to Minors Act, such Custodian to hold such payment for the benefit of such minor under the terms of said Act. The Personal Representative shall have the power to select any qualified person as Custodian.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

(*insert name of Testator)*

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testator, (*insert name of Testator*), as and for Testator’s Last Will and Testament, in the presence of us, who, at Testator’s request, in Testator’s presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Print Name

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Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Print Name