

*THE  
LAST WILL AND TESTAMENT  
OF*

*Gregory Luce*

I, Gregory Luce, a resident of the State of Minnesota and County of Hennepin; and being of sound mind, do hereby make, publish and declare this to be my Last Will and Testament, thereby, revoking and making null and void any and all other Last Wills and Testaments and/or Codicils to Last Wills and Testaments heretofore made by me. All references herein to this Will shall be construed as referring to this Last Will and Testament only.

**FAMILY CLAUSE**

At the time of executing this Last Will and Testament, I am married to Nancy [REDACTED]. The names of my children are listed below. If I do not leave any property to any of my children, my failure to do so is intentional.

Maxwell [REDACTED]

August [REDACTED]

**RESIDENCY CLAUSE**

Having in mind the possibility that I may temporarily reside outside of, or simply be absent from the State of Minnesota and County of Hennepin, at the time of my death, I elect and hereby declare that this Will and each and every disposition and provision contained herein shall be construed and regulated by and in accordance with the laws of said State of Minnesota. It is my desire that this Will be probated in the State of Minnesota, my place of domicile, and that the principal administration of my Estate be made in said State of Minnesota and that none of the assets of my Estate which may be found in my place of domicile, be remitted to any other jurisdiction for administration or distribution.

## DEBT CLAUSE

I direct that the executor named pursuant to this Last Will and Testament review (as soon after my death as practical) all of my just debts and obligations, including funeral expenses and the expenses incident to my last illness; excepting those long term debts secured by real or personal property which may be assumed by the Heir of such property, unless such assumption is prohibited by law or upon agreement by the Heir. The executor shall pay these just debts only after the creditor provides sufficient evidence to support their claim.

My executor shall pay out of my gross Estate, as if they were my debts, and without proration or appointment, all estate and inheritance taxes, by whatever name called; (including any interest due thereon) becoming payable because of my death in respect to all property comprising my gross Estate for death tax purposes, whether or not such property passes under this Last Will and Testament.

I further direct that if any Heir or Heirs named in this Last Will and Testament should be indebted to me at the time of my death, and evidence of such indebtedness is provided or made available to the Executor of my Estate, then that share of my Estate which I give, devise, and bequeath to any and each such Heir shall be reduced in value by an amount equal to the proven indebtedness of such Heir or Heirs, unless I have specifically provided in this Last Will and Testament for the forbearance of such debt, or unless such Heir is the sole Principal Heir.

## SPECIAL DIRECTIVES CLAUSE

Notwithstanding any other provision of this Last Will and Testament, including those express directives in the Debt Clause above and the Principal Distribution and Specific Bequest clauses below, I furthermore direct that:

I should be cremated and my spouse should determine what to do with my ashes.

### COMMON DISASTER CLAUSE

In the event my spouse and I shall both die in, or as a result of, a common accident or disaster, or under such circumstances that the order of our deaths cannot be established by proof, then I direct that for purposes of this Last Will and Testament, my spouse shall be deemed to have predeceased me.

### PRINCIPAL DISTRIBUTION CLAUSE

I give, devise, and bequeath to my spouse, [REDACTED] (my "Principal Heir"), if my spouse shall survive me, 100% of my gross Estate after payment of all my just debts, expenses and taxes.

### ALTERNATE PRINCIPAL HEIRS

In the event that my spouse does not survive me, I give, devise, and bequeath to the persons named below (my "Alternate Principal Heirs"), if he or she, whichever the case may be, shall survive me, all of the residue and remainder of my gross Estate after payment of all my just debts, expenses, taxes and alternate specific bequests, if any, in the percentages set forth below.

1. Name: [REDACTED]  
Relation: Son  
Percentage: 50%
  
2. Name: [REDACTED]  
Relation: Son  
Percentage: 50%

## TESTAMENTARY TRUST CLAUSE

In the furtherance of my desires that the distribution of my Estate provide an equitable and orderly solution to the financial affairs of certain of the heirs, that share of my Estate which will be distributed to certain of the heirs named in Paragraph (D) below, shall be held in Trust and distributed as hereinafter provided:

- (A) I nominate, constitute, and appoint Sarah [REDACTED] [REDACTED] as Trustee for each Trust Beneficiary named below in Paragraph (D) of this Testamentary Trust Clause, to manage the property to be held IN TRUST for and on behalf of each such Trust Beneficiary.

Said Trustee shall exercise reasonable discretion and distribute from time to time to the designated Trust Beneficiary, the income, the principal, or both as may be deemed necessary for the support, maintenance, health or education of said Trust Beneficiary. Education includes, but is not limited to, college, graduate school, vocational studies and reasonably related living expenses.

Any income not distributed to the Trust Beneficiaries shall be added to the principal and re-invested for future distribution.

The Trustee shall exercise prudence in investing the principal of the Trust by investing the same in either high quality securities, debt instruments or other income producing investments.

If the Trust is established with personal property other than cash, all such property may be converted into higher-income-producing securities, debt instruments, or other investments at the discretion of the Trustee.

The Trustee may be reimbursed by the Trust for time and expenses incidental to the management of the Trust. Such reimbursement or compensation shall be at a rate not to exceed those fees normally charged by regulated Trust Companies.

- (B) When the duration of the Trust depends upon either a definitive period or the satisfaction of certain conditions or requirements, then when such conditions or requirements are satisfied, the Trustee shall distribute to each Trust Beneficiary the remaining

principal and accumulated net income, less any amounts paid to the Trustee as a compensation or reimbursement for Trust expenses.

In the event any Trust Beneficiary shall predecease the termination of his or her Trust, whether such date is a definitive period or a period conditioned upon certain manifest requirements, such Trust shall be terminated forthwith and the principal and accumulated income distributed to any surviving heirs of the deceased beneficiary.

- (C) If any beneficiary designated in this TRUST CLAUSE is a minor child under state law, all such distributions to said minor child shall be made to and at the request of the Guardian of the minor child.
- (D) I direct that each Trust Beneficiary designated below shall receive his, her or its bequeathed share of my Estate under those conditions made specifically applicable to such Trust Beneficiary and in accordance with the authorities and powers hereinbefore conferred under this TRUST CLAUSE, to wit:
  - 1. That share of my Estate given to Maxwell [REDACTED] shall be held in Trust until: Maxwell [REDACTED] is 25 years of age.

#### CREDIT SHELTER TRUST

My spouse shall have the right to disclaim all or a portion of any property or other interests left to him or her under this Last Will and Testament, provided that my spouse do so within the qualifying time limit for the disclaimer pursuant to Section 2518 of the Internal Revenue Code of 1986, as amended, or such corresponding provision of any future law. Should my spouse make any such disclaimer, then all such disclaimed property or interests shall be distributed in trust to Nancy [REDACTED], as Trustee of the Gregory Luce Credit Shelter Trust.

During my spouse's lifetime, the Trustee shall distribute income and principal in accordance with the following provisions:

a. The Trustee shall pay to my spouse or apply for his or her benefit, all of the net income of the trust, with such payments to be made at regular intervals as determined in the Trustee's sole discretion, but no less than annually.

b. The Trustee may also pay to or apply for the benefit of my spouse from time to time so much of the principal as the Trustee determines is advisable for my spouse's health, maintenance, recreation and travel. Notwithstanding the foregoing, during any period in which my spouse is serving as sole Trustee, his or her authority to make distributions of principal shall be limited to those necessary for health and support in reasonable comfort.

c. As a guideline to the Trustee in making discretionary distributions hereunder, I declare that the primary purpose of this Trust is to liberally provide for the reasonable needs and desires of my spouse. The interests of my children and more remote descendants are of secondary importance. In making any such discretionary distributions, the Trustee shall take into consideration, all relevant circumstances, including but not limited to my spouse's accustomed standard of living, other assets and sources of income or support available to my spouse and known to the Trustee, my spouse's probable future support requirements and any tax consequences of any particular distribution.

Upon the death of my spouse, the remaining trust assets shall be distributed in accordance with the provisions of this Last Will and Testament, as if I had died on the date of my spouse's death and my spouse had not survived me.

### EXECUTOR APPOINTMENT CLAUSE

(A) I nominate, constitute and appoint my spouse, Nancy [REDACTED], to be the Executor of my Estate.

(B) If, for any reason, my first nominee Executor should fail to qualify or be unable or unwilling to accept or to continue as the Executor of my Estate, I nominate, constitute and appoint my brother, Randy [REDACTED], to be the Executor of my Estate.

(C) If for any reason, all of the nominees designated above in Paragraphs (A) and (B) should fail to qualify or be unable or unwilling to accept or to continue as Executor of my Estate, I nominate, constitute and appoint my brother-in-law, William [REDACTED], to be the Executor of my Estate.

### EXECUTOR POWER OF APPOINTMENT CLAUSE

(A) All directives in this Will that use by reference the word Executor mean and include any person named herein as my Executor (or personal representative, as may be defined under state law) and any person who may be acting in either capacity, at any time. Such person shall have broad and reasonable discretion under the directives of this my Last Will and Testament with respect to any property, real or personal, left by or held by me, or acquired by my Executor on behalf of my Estate.

(B) I wish my Executor to have broad and reasonable discretion in the administration of my Estate, to have all of the powers permitted to be exercised by an Executor under state law, and to be able to do everything he or she deems advisable for the best interest of my Estate and the Heirs thereof, all without the necessity of court approval or supervision. I direct that my Executor perform all acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned in this Will, with relation to any such property, as if the absolute owner thereof; and in connection therewith, to make, execute and deliver any instruments, and to enter into any covenants or agreements binding my Estate or any portion thereof.

(C) No such person named in, or appointed in connection with this Will in a fiduciary capacity shall be required to file any bond or other security for the faithful performance of his or her duties as such fiduciary in any jurisdiction; and if, despite this directive, a bond should be required, I request that it be accepted without sureties and in a nominal amount.

### GUARDIAN APPOINTMENT CLAUSE

(A) I nominate, constitute and appoint Sarah [REDACTED] to be the Guardian of the person and property of each minor child of mine.

(B) If at any time during the minority of any child of mine, my first nominee guardian, for any reason, shall be unable or unwilling to accept or continue the appointment as Guardian of the person and property of each such minor child, then I nominate, constitute and appoint Richard [REDACTED] to be the Guardian of the person and property of each minor child of mine.

(C) If at any time during the minority of any child of mine, all of the foregoing designated nominee guardians should be unable or unwilling to accept or continue the appointment as the Guardian of the person and property of each such child, then I nominate, constitute and appoint Randy [REDACTED] to be the Guardian of the person and property of each minor child of mine.

### GUARDIAN POWER OF APPOINTMENT

(A) All directives in this Will that use by reference the word Guardian mean and include any person herein named as Guardian of both the person and property of my minor children.

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

(C) I direct that the Guardian of my minor children perform all acts, take all proceedings and exercise all such rights and privileges, although not specifically mentioned in this Will, with relation to any matter affecting both the person and property of said minor children.

(D) No such person named as Guardian in this Will shall be required to file any bond or other security for the faithful performance of his or her duties as such fiduciary in any jurisdiction; and if, despite this directive, a bond should be required, I request that it be accepted without sureties and in a nominal amount.

### **PET GUARDIANSHIP**

I hereby appoint Nancy [REDACTED] as the primary guardian for any pets that I may own at the time of my death. If Nancy [REDACTED] is unable or unwilling to serve, then Sarah [REDACTED] shall serve as the alternate.

### **NON-LIABILITY OF FIDUCIARIES**

Any fiduciary, including my Executor and any trustee, who in good faith endeavor to carry out the provisions of this Last Will and Testament, shall not be liable to me, my Estate, or my heirs, for any damages or claims arising because of their actions or inactions based on this Last Will and Testament. My Estate shall indemnify and hold them harmless.

### **SAVING CLAUSE**

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

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

\_\_\_\_\_  
(Signature of Gregory Luce)

SSN:

Date: \_\_\_\_\_

**ATTESTATION CLAUSE**

This Last Will and Testament, which has been separately signed by Gregory Luce, the Testator, was signed, executed and declared by the above named Testator as his or her Last Will and Testament in the presence of each of us. We, in the presence of the Testator and each other, under penalty of perjury, hereby subscribe our names as witnesses to the declaration and execution of the Last Will and Testament by the Testator, and we declare that, to the best of our knowledge, said Testator is eighteen years of age or older, of sound mind and under no constraint or undue influence.

1. \_\_\_\_\_  
(Signature of witness) (Print Name)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, ZIP)

2. \_\_\_\_\_  
(Signature of witness) (Print Name)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, ZIP)