

**JERRY G HEFFERNAN, ESTATE  
[REVOCABLE LIVING TRUST AGREEMENT]**

**THIS REVOCABLE LIVING TRUST AGREEMENT**, (HEREIN AFTER, "Trust"), is being made this 23<sup>th</sup> day of April, 2018, by and between JERRY- G: HEFFERNAN and Jerry G Heffernan, serving as Trustee. This Trust shall be known as the JERRY- G: HEFFERNAN. This trust is a **Revocable Living Trust**, and shall be administered in accordance of the following terms:

**Article I  
Introduction**

**(A) Trust Purpose**

Any person shall deal with the Trustee without the approval of any court, the Trustee or any beneficiary of any thus created by the Trust, and shall assume that the Trustee has the same power and authority to act as an individual does in the management of his own affairs. Further, any person presented with a copy of this Trust shall accept same as conclusive proof of terms and authority granted by this Trust, and shall assume that any conflicting directions or terms are contained are omitted.

**(B) Trust Assets**

JERRY G HEFFERNAN, as Trustor, does hereby assign, convey and deliver to the Trustee, all of the Trustor's right, title and interest in and to all real and personal, estate, property, tangible and/or intangible of any nature, in any location, which is owned by the Trustor or later acquired by the Trustor.

**(C) Abstract of Trust**

In order to facilitate the convenient administration of the Trust, including the registration and transfer of assets to form the Trust, the Trustee shall have the power to execute an abstract of Trust describing any Trust matter, including but not limited to description of the Trust terms, the administrative powers of the Trustee and the identity of any current Trustee. Any person that receives an original or a photocopy of said Abstract of Trust shall be held Harmless from relying on same, and shall not be obligated to inquire into the terms of the Trust or maintain copy of the Trust.

**(D) Suggested Registration**

During the life of the Trustor, assets may be registered to the Trust as follows: Jerry G Heffernan, Trustee, or his heirs, successors in Trust, under the JERRY G HEFFERNAN Trust Agreement dated April 23, 2018, and any amendments thereto other forms of registration are permissible.

**(E) Tax Identification**

During the life of the Trustor, the Trust shall be identified by the Trustor's Social Security Number. Upon the death of the Trustor, the Trustee shall apply to the IRS for a tax identification number for the Trust and any other Trust created by the Trust Agreement.

**Article II  
Administration during the Life of the Trustor**

**Trustee**

Trustee of the Trust shall be the Trustor. If the Trustee cannot continue to serve for any reason, the Successor/Heir Trustees shall be Sandra J Heffernan, domiciling in Kent, Ohio and Jade N Heffernan, domiciling in Kent, Ohio, and Jessa M Heffernan, domiciling in Kent, Ohio, the powers of the Trustee and the Successor/Heir Trustees are set forth in.

**(A) Disposition of Income and Principal**



**(1) AT THE DIRECTION OF THE TRUSTOR**

The Trustee shall manage the property and the accounts of the Trust Estate, collect the income, and shall pay from the income of the Trust such amounts and to such persons as the Trustor may from time to time direct. In the absence of direction, the Trustee may accumulate the net income or may disburse any portion of the net income to or for the benefit of the Trustor. The Trustee shall pay from the principal of the Trust as may be necessary for the health, maintenance and standard of living of Jerry G Heffernan.

**(2) DURING THE INCAPACITY OF THE TRUSTOR**

In the event Trustor is incapacitated, the Successor/Heir Trustees may apply or expand all or part of the income and principal of this Trust or both for the health and maintenance of the Trustor in his accustomed manner of living, until capable, if applicable, to again act as Trustee.

**(B) Right to Principal**

The Trustor or any other person(s) may at any time add property acceptable to the Trustee to the Trust.

**(C) Right to Revoke and Amend**

The Trustor, and/or the Trustee, while alive, except any period while incapacitated, reserve the right to revoke and/or amend this Agreement in agreement, in writing and signed by both.

**Article III**

**Administration after the Death of the Trustor**

**Trustee(s)**

The Trustee (meaning the successor/heir Trustees then acting as Trustee), shall continue the administration to the assets of this Trust as well as any property received by this Trust under the terms of the Trustor's will or any other source to the extent it is included by the Trustor's gross estate for Federal Estate Tax purpose, and shall distribute said assets. I leave the remainder of the Trust, after funeral expenses, debts, any payment of illness and before death care, and distributions during to the acting Trustees listed above. The acting Trustees must also open significant Trust Funds for any surviving grandchildren, available to them when they reach maturity age of 21 years.

JERRY G HEFFERNAN

JERRY G HEFFERNAN

Authorized Printed Signature, Trustor/Grantor

Jerry G Heffernan

Jerry G Heffernan

Executor/Trustee

Sandra J Heffernan

WITNESS

Jade Heffernan

WITNESS

NOTARY SEAL of the STATE OF OHIO



CYNTHIA A. MOORE  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
05-14-2019





**JERRY G HEFFERNAN****Revocable Living Trust****Schedule A**

NO.	Date of Transfer in	Asset transferred to trust	Form of ownership	Tax based on date of transfer	Fair Market Value on date of transfer
1	4-23-18	2012 Nissan Juke VIN # [REDACTED] 111446	Beneficial Ownership	Exempt	
2	4-23-18	2004 Dodge Neon VIN # [REDACTED] 7389	Beneficial Ownership	Exempt	
3	4-23-18	Credit One CC [REDACTED]	Beneficial Ownership	Exempt	5,425.00
4	4-23-18	V S CC [REDACTED]	Beneficial Ownership	Exempt	2,400.00
5	4-23-18	Indemnity Bond RF 109 553 517 US	Beneficial Ownership	Exempt	100,000,000.00

JERRY G HEFFERNAN

JERRY- G. HEFFERNAN<sup>TM</sup>  
Authorized Printed Signature  
Debtor/Grantor

Jerry G Heffernan

Jerry G Heffernan, Executor/Trustee  
Secured Party and Creditor

Sandra J Heffernan  
WITNESS

Jade Heffernan  
WITNESS

NOTARY SEAL of the STATE OF OHIO



Cynthia A. Moore  
CYNTHIA A. MOORE  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
05-14-2019

4-23-18