

This Pet Trust Agreement (this "Agreement"), dated October 5, 2015, by and between SANDRA F BULLOCK (the "Grantor") and SANDRA F BULLOCK (the "Trustee").

In consideration of the mutual covenants and promises set forth in this Agreement, the Grantor and the Trustee agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish a trust (the "Trust") to receive and manage assets for the benefit of the Grantor's living pets during the Grantor's lifetime and to further manage and distribute the assets of the Trust upon the death of the Grantor.

The pets or domestic animals currently living and intended to benefit from this Trust include:

- The cat, F, more specifically identified as follows: 1.

Any references herein to "the Pet(s)" or "pets" shall be deemed to refer to the animals named herein and any other pets Grantor may own at the time of Grantor's death or disability, as well as any of Grantor's pet's offspring in gestation at the time of Grantor's disability or death.

2. **FUNDING OF TRUST.** At the time of creating this Trust, Grantor gives the sum of \$1.00 to the Trustee to be held in this Trust. This amount is specific and in addition to any additional funds which may be left to the Trust. The Trust may also be funded with assets transferred to the Trust by the Grantor at the time of creating this Trust, or at any later time. During the lifetime of the Grantor, any interest in community property transferred into or out of this Trust shall retain its original character and such property shall not be commingled. This Trust may also receive property from any person or entity who is acting under the authority granted to that person or entity by the Grantor. It is also expected that this Trust may receive assets pursuant to the terms of the Grantor's Last Will and Testament.

3. **MANAGEMENT OF TRUST ASSETS.** The Trustee shall manage and distribute the Trust assets for the benefit of the Grantor's pets in accordance with the terms of this Agreement.

4. **PET CARE DURING THE GRANTOR'S LIFETIME.** During any period that the Grantor has a disability (as defined below), or cannot care for the Grantor's pets, the provisions of this Trust shall become effective immediately to provide for the Grantor's pets, as if the Grantor had died. The Grantor may recover possession of the pets at any time.

For the purposes of this Trust, "disability" shall mean a legal disability or the inability to provide prompt and intelligent consideration to financial matters by reason of illness or mental or physical disability. The determination of whether the Grantor has a disability shall be made by the Grantor's most recent attending physician. The Trustee shall be entitled to rely on written notice of that determination.

5. **PET CARE.** Upon the death of the Grantor, and after the payment of the Grantor's just debts, funeral expenses, and expenses of last illness, the following distributions shall be made:

(a) *Caretaker.* If Grantor's spouse, Bob Sanders, fails to survive Grantor by thirty (30) days, the Pets as described above, and any other pets that Grantor owns at Grantor's death, shall be given into the care of 1 of 1, 1, Colorado 1 if she survives the Grantor by thirty (30) days. If this Caretaker shall fail to survive the Grantor or is otherwise unable to accept the guardianship of the Pets, the Pets shall be given into the care of 1 of 1, 1, Kansas 12312. If neither of the Caretakers named above are able or willing to accept the Pets, the Trustee shall place the Pets in a home where they will receive proper and loving care. During the time before a suitable home is found, the Pets shall be placed in a professional animal care facility, the expenses of which shall be charged against the principal of any funds placed in this Trust.

(b) *Caretaker Responsibilities.* In addition to any individual instructions left regarding the Pets in the attached Letters of Instruction, the Caretaker shall have the following responsibilities:

(i) *Environment.* It is expected that the Pets should be placed in a loving, caring, pet friendly home where they will be treated as part of the family. The Pets should have all the basic necessities they are accustomed to. The Pets should not be subjected to any environment where they might be neglected, harmed or mistreated. The Pets should have a minimum of 4 hours of human contact and interaction daily and should not be left unattended for more than 4 hours.

(ii) *Diet.* The Caretaker shall continue to provide the Pets with the same or comparable quality food and nutrition as they are currently accustomed. The attached Letters of Instruction further clarify the Pets eating schedules and diets.

(c) *Veterinary Care.* The Caretaker shall have full authority, control and responsibility of scheduling and ensuring proper veterinary care and treatment for the Pets. The Letters of Instruction attached hereto describe all known health issues and current treatment regimens. The Caretaker will be required to have each Pet seen by a licensed veterinarian at least once a year where the veterinarian will evaluate the health and welfare of the Pet and verify the Pet's identity. The Caretaker shall request the veterinarian prepare a report for the Trustee with the results of this evaluation. Should the veterinarian's report present cause for concern, the Trustee has full power and authority to remove any or all of the Pets from the Caretaker and place them with one of the named alternates.

(d) *Medication/Treatment.* The Caretaker shall be responsible for ensuring the Pets receive all prescribed medication and medical or therapeutic treatment recommended by the Pet's veterinarian. Any medication currently prescribed is listed in the attached Letters of Instruction.

(e) *End of Life.* The Caretaker shall have the authority to make a recommendation to the Trustee to euthanize any Pet due to medical or physical condition or illness upon the recommendation of the Pet's veterinarian due to incurable health issues which

make continuing life only sufferable for the Pet. The Trustee shall verify and consult with that Pet's veterinarian and give final approval to euthanize. If a decision is made to euthanize or when the Pet dies naturally its body shall be 12.

6. **TRUST USE AND DISTRIBUTION.** The primary purpose of this Trust is to provide for the health, support, maintenance, and care of the Pets.

(a) *Use and Distribution.* The Trustee shall distribute the funds held in this trust in one lump sum into an account accessible by both the Caretaker and the Trustee upon Caretaker's acceptance of the Pets into Caretaker's home. The Caretaker will have full access to the funds in the account and may make withdrawals as necessary for the care of the Pets. The Caretaker is responsible for answering any questions of and providing documentation to the Trustee should the Trustee inquire about an expense. The Trustee, as owner of the account, may remove the Caretaker from the account should a problem arise. If such an event occurs, Caretaker must then make request for trust funds from the Trustee or provide receipts for reimbursement of expenses.

(b) *Exclusive Use.* All distributions made from this Trust, excluding any Caretaker Allowance which may be authorized by this Trust, shall be used exclusively for the benefit of the Pets' health, maintenance, care and wellbeing, specifically covering, but not limited to, any expenses incurred by the Caretaker while fulfilling the responsibilities outlined in the Caretaker's responsibilities described herein and in the attached Letters of Instruction.

(i) *Caretaker Allowance.* In addition to the payments above, the Caretaker shall receive \$2.00 paid quarterly for the Caretaker's personal use as payment for maintaining the Pet's health, care and welfare.

(ii) *Final Distribution.* This Trust shall terminate upon the earlier to occur of the following events: the death of the last of the Pets living or in gestation at the time of the Grantor's death, or if required by state law, twenty-one (21) years from the date of the Grantor's death. If termination of the Trust occurs because of the death of the last of the Pets, the Trustee shall, at the expense of the Trust, provide for the respectful and proper disposition of the remains of the Pets, pay all remaining debts and expense of the Trust, and then distribute the remaining assets of the Trust to 1, 1, 1, Arkansas 12333.

(iii) *Enforcement of the Trust by Third Party.* The purposes and terms of this Trust may be enforced, at any time with or without court intervention by 12312, 1, 123123, Hawaii 12322, or if 12312 is unable or unwilling to do so, by any party appointed by a court pursuant to state laws. To this end, 12312 may, but is not required to request an accounting for the funds of the Trust, not more frequently than quarterly, and inspect the Pets and the condition of the premises where the Pets are kept, from time to time, and ensure that appropriate care is being provided by the Caretaker. This provision shall apply even if the party granted enforcement power is not a beneficiary of the Trust. Notwithstanding the foregoing, no provision in this paragraph shall be construed to limit the rights of the Trustee to enforce the terms hereof.

7. **TRUSTEE POWERS.** The Trustee, in addition to other powers and authority granted by law or necessary or appropriate for proper administration of the Trust, shall have the following rights, powers, and authority without order of court and without notice to anyone:

(a) *Receive Assets.* To receive, hold, maintain, administer, collect, invest and re-invest the trust assets, and collect and apply the income, profits, and principal of the Trust in accordance with the terms of this instrument.

(b) *Receive Additional Assets.* To receive additional assets from other sources, including assets received under the Will of the Grantor or any other person.

(c) *Standard of Care.* To acquire, invest, reinvest, exchange, retain, sell, and manage estate and trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, the Trustee is authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account, even though not otherwise a legal investment for trust funds under the laws and statutes of the United States or the state under which this instrument is administered.

(d) *Retain Assets.* To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or trust invested in one type of property, for as long as the Trustee deems advisable.

(e) *Dispose of or Encumber Assets.* To sell, option, mortgage, pledge, lease or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.

(f) *Settle Claims.* To compromise, settle, or abandon claims in favor of or against the Trust.

(g) *Manage Property.* To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.

(h) *Allocate Between Principal and Income.* To make allocations of charges and credits as between principal and income as in the sole discretion of the Trustee may appear to be proper.

(i) *Employ Professional Assistance.* To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such delegation is advantageous to the trust.

(j) *Distribute Property.* To make division or distribution in money or kind, or partly in either including disproportionate in-kind distributions, at values to be determined by the Trustee, and the Trustee's judgment shall be binding upon all interested parties.

(k) *Enter Contracts.* To bind the Trust by contracts or agreements without assuming individual liability for such contracts.

(l) *Exercise Stock Ownership Rights.* To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds or other properties of the Trust.

(m) *Duration of Powers.* To continue to exercise the powers provided in this Agreement after the termination of the Trust until all the assets of the Trust have been distributed.

(n) *Hold Trust Assets as a Single Fund.* To hold the assets of the Trust, shares, or portions of the Trust created by this instrument as a single fund for joint investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trust shares need only be made on the books of the Trustee for accounting purposes.

(o) *Compensation.* To receive reasonable compensation for the Trustee's services under this Agreement and be exonerated from and to pay all reasonable expenses and charges of the Trust.

(p) *Loans to Beneficiaries.* To make loans to any trust beneficiary for the purpose of providing the beneficiary with the funds necessary to take advantage of exceptional business opportunities or to provide for the needs of the beneficiaries and their families.

(q) *Methods of Distribution.* To make payments to or for the benefit of any beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (a) directly to the beneficiary, (b) directly for the maintenance, welfare and education of the beneficiary, (c) to the legal or natural guardian of the beneficiary, or, (d) to anyone who at the time shall have custody and care of the person of the beneficiary. The Trustee shall not be obliged to see to the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of the Trustee.

8. **ADDITIONAL TRUSTEE PROVISIONS.** These additional provisions shall apply regarding the Trustee.

(a) *Grantor as Trustee.* If at any time the Grantor is the Trustee, the Grantor may appoint a successor Trustee, to become effective immediately or upon any stated contingency, by making such designation in writing. Such designee shall become the successor Trustee upon acceptance of the terms and conditions of this Agreement.

(b) *Successor Trustee.* If at any time a Trustee cannot serve because of the Trustee's disability (as previously defined), death, or other reason, 1, of 1, Alaska, is designated as the successor Trustee, with bond. If such designee is unable to serve for any reason, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, is designated as the alternate successor Trustee, with bond. Such designee shall become the successor Trustee upon acceptance of the terms and conditions of this Agreement.

(c) *Resignation of Trustee.* Any Trustee may resign by giving written notice to the beneficiaries to whom income could then be distributed. Such resignation shall take effect on such date specified in the notice, but not earlier than thirty (30) days after the date of delivery of such written resignation unless an earlier effective date shall be agreed to by the income beneficiaries.

(d) *Adult Beneficiary Rights.* If the Trustee resigns or for any reason ceases to serve as Trustee, and if the successor Trustee(s) designated by the Grantor, if any, fail or cease to serve as Trustee, then a successor Trustee shall be appointed by the court having general jurisdiction of the Trust. Any successor Trustee appointed shall have all the rights conferred upon the original Trustee and shall be bound by the provisions of this Trust.

(e) *Accounting.* The Trustee shall provide an accounting to the Caretaker and the Third Party Enforcer of this Trust on at least an annually basis.

(f) *Bond.* Any Trustee serving under this Agreement, except the Grantor (if serving as Trustee), shall provide a bond of sufficient amount to protect the assets and income of the Trust.

9. **RIGHT TO DIRECT INVESTMENTS.** At any time that the Trust has investments, and provided that the Grantor does not have a "disability", the Grantor may direct any Trustee to purchase, sell, or retain any trust investment.

10. **REVOCATION OR AMENDMENT.** During the Grantor's lifetime, the Grantor may revoke at any time, and/or the Grantor may amend, this Agreement by delivering to the Trustee an appropriate written revocation or amendment, signed by the Grantor. If the Trustee consents, the powers of revocation, but not the power of amendment, may be exercised by a duly appointed and acting attorney-in-fact for the Grantor for the purpose of withdrawing assets from the Trust.

11. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the the District of Columbia.

12. **PERPETUITIES SAVINGS CLAUSE.** Despite any other provision of this Agreement to the contrary, the trust created by this Agreement shall terminate no later than 21 years after the death of the last surviving beneficiary of this Agreement who is living at the time of the death of the Grantor.

13. **MISCELLANEOUS PROVISIONS.**

(a) *Paragraph Titles and Gender.* The titles given to the paragraphs of this Trust are inserted for reference purposes only and are not to be considered as forming a part of this Trust in interpreting its provisions. All words used in this Trust in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and vice versa, specifically including "child" and "children," when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.

(b) *Thirty Day Survival Requirement.* For the purposes of determining the appropriate distributions under this Trust, no person or organization shall be deemed to have survived the Grantor, unless such person or entity is also surviving (or in existence) on the thirtieth day after the date of the Grantor's death.

(c) *Severability.* If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(d) *Liability of Fiduciary.* No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of the Grantor's trust estate, and the Grantor's trust estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary's good faith actions or nonactions of the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith. No successor trustee shall be obliged to inquire into or be in any way accountable for the previous administration of the trust property.

(e) *Spouse.* The Grantor is married to Bob Sanders (the "Spouse") and the failure of this Trust to provide for any distribution to the Grantor's Spouse is intentional.

(f) *Children.* The Grantor's children are Bill Samuelson, Jane Gandolfini and Jimmy James (the "Children") and the failure of this Trust to provide for any distribution to the Grantor's Children is intentional.

## **GRANTOR AND TRUSTEE**

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SANDRA F BULLOCK, Grantor and Trustee

**WITNESSES:**

\_\_\_\_\_  
WITNESS NAME ONE

Address:

\_\_\_\_\_

\_\_\_\_\_  
WITNESS NAME TWO

Address:

\_\_\_\_\_

THE DISTRICT OF COLUMBIA )

The foregoing instrument was acknowledged before me on August 19, 2015, by Sandra F Bullock, who produced a driver's license issued by the state of Florida that contained a photograph and signature as identification, and by WITNESS NAME ONE and WITNESS NAME TWO, witnesses.

\_\_\_\_\_  
NOTARY NAME, Notary Public

[Notary Public Seal]

\_\_\_\_\_

**Letter of Instructions  
Special Instructions for Pet**

Name:	F
Gender:	MALE
Type:	CAT
Feeding Schedule and Diet:	1
Medications:	None
Health Issues and Treatment:	None