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9	6	08/14/0972	Financial Records	Agreement of Trust by and between Richard M. Nixon and Patricia R. Nixon, as Settlor and John D. Ehrlichman, as Trustee, with attachments. 37 pages.
9	6	08/14/1972	Financial Records	Instrument Appointing successor trustee. Agreement of Trust by and between Richard M. Nixon and Patricia R. Nixon, as Settlor, and John D. Ehrlichman, as Trustee, with attachment. 4 pages.
9	6	08/14/1972	Financial Records	Last Will and Testament of Richard M. Nixon, with attachments. 10 pages.

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AGREEMENT OF TRUST

by and between

RICHARD M. NIXON
and
PATRICIA R. NIXON,

as Settlers

and

JOHN D. EHRLICHMAN,

as Trustee

Dated: August 14, 1972

MUDGE ROSE GUTHRIE & ALEXANDER
20 BROAD STREET, NEW YORK, NEW YORK

THIS AGREEMENT OF TRUST made the 14th day of August, 1972 by and between RICHARD M. NIXON and PATRICIA R. NIXON, as Settlers and JOHN D. EHRLICHMAN, as Trustee,

WHEREAS, the Settlers desire, by this Agreement, to create a revocable trust, to be known as "The Patricia R. Nixon Trust", the principal thereof to consist of the property set forth in Schedule A annexed hereto and made a part hereof, and of such other property as may hereafter be delivered to the Trustee or his successor or successors,

NOW, THEREFORE, THIS AGREEMENT OF TRUST WITNESSETH:

That the Settlers have granted, conveyed, assigned, transferred, set over and delivered, and by these presents do grant, convey, assign, transfer, set over and deliver unto the Trustee (which term, whenever it is used in this Agreement, shall be deemed to mean the original Trustee named above and any additional or successor Trustee or Trustees at any time acting hereunder, whether individual or institutional, unless by express provision or necessary implication another meaning is clearly intended), all the right, title and interest which the Settlers now have in and to the property set forth in Schedule A annexed hereto and made a part hereof, the receipt of which property is hereby acknowledged by the Trustee,

TO HAVE AND TO HOLD the said property listed in Schedule A annexed hereto and any additional property at any time delivered to the Trustee pursuant to the terms of this Agreement, all of which is sometimes hereinafter referred to as the Primary Trust Fund, in trust, nevertheless, for the following uses and purposes and subject to the terms, conditions, powers and agreements hereinafter set forth:

FIRST: (A) During the life of RICHARD M. NIXON, the Trustee shall hold the Primary Trust Fund, without being under any obligation to invest the same, and shall pay over or apply so much or all of the net income, if any, and/or principal therefrom as RICHARD M. NIXON shall from time to time direct, and shall accumulate the balance of any net income not directed to be paid over or applied and add the same to the principal of the Primary Trust Fund, upon the happening of which event such accumulated income so added to such principal shall for all purposes become and be a part thereof.

(B) Upon the death of RICHARD M. NIXON, if PATRICIA R. NIXON shall then be living, the Trustee shall hold and manage the Primary Trust Fund, which term shall be deemed to include any property added thereto in accordance with the terms and provisions of that certain Agreement of Trust made and executed the same day as this Agreement of Trust by and between RICHARD M. NIXON and

PATRICIA R. NIXON, as Settlers, and RICHARD M. NIXON, as Trustee, pursuant to which a trust, referred to in that Agreement of Trust and hereafter in this Agreement as "The Family and Literary Properties Trust", was created, and shall invest and reinvest the Primary Trust Fund, other than any residential real property being used by PATRICIA R. NIXON and held as part of the Primary Trust Fund, shall collect the rents, if any, interest, dividends and other income from the Primary Trust Fund and, after the payment of all lawful charges therefrom, shall dispose of the Primary Trust Fund as follows:

(1) If any residential real property shall be held as part of the Primary Trust Fund, then PATRICIA R. NIXON shall have the absolute and unqualified power, at any time and from time to time during the continuance of the trust created hereunder, to direct the retention of such residential real property, together with all appurtenances, buildings and/or improvements thereon, or to direct the sale of any such residential real property, appurtenances, buildings and/or improvements, or any part thereof, and, if she so directs, the purchase of other residential real property in replacement thereof. As to any residential real property at any time held as part of the Primary Trust Fund, the Trustee shall make the same available to PATRICIA R. NIXON for her exclusive use, without requiring the payment of any

rent therefor, and shall pay, out of the income and, if necessary or advisable, the principal of the Primary Trust Fund, so much or all of any taxes or assessments levied on such residential real property, appurtenances, buildings and/or other improvements, any charges or expenses, whether ordinary or extraordinary, as may be incurred in maintaining or improving such residential real property, appurtenances, buildings and/or other improvements, and the cost of insuring the same against loss, fire, theft and/or liability, as PATRICIA R. NIXON shall direct. In no event shall the Trustee be subjected to any liability for retaining or selling any residential real property, appurtenances, buildings and/or improvements, or any part thereof held as part of the Primary Trust Fund, or for paying, out of the income and, if necessary, the principal of the Primary Trust Fund, any costs or expenses relating to any such residential real property, in accordance with directions from said PATRICIA R. NIXON. Further, no person interested in the Primary Trust Fund shall have any right to question any direction relating to such residential real property made by PATRICIA R. NIXON, and her determination to direct a retention or sale of any such residential real property, appurtenances, buildings and/or improvements, or any part thereof, or to

direct a purchase of replacement residential real property, as provided herein, or to direct the payment of any costs or expenses relating to any such residential real property, shall be final, binding and conclusive upon all persons interested in the trust created under this Agreement of Trust, and the interests of all of such persons are hereby limited accordingly.

(2) All of the net income from the Primary Trust Fund remaining after the payments, if any, provided for in subdivision (1) of this subparagraph (B) of this Article FIRST, and so much or all of the principal thereof as the Trustee shall deem advisable, shall be paid over or applied to or for the benefit of PATRICIA R. NIXON for and during the term of her life, in quarterly installments or at such more frequent intervals as the Trustee shall determine.

(C) Upon the death of PATRICIA R. NIXON, she having survived RICHARD M. NIXON, the Primary Trust Fund, which term shall be deemed to include any property added thereto in accordance with the terms and provisions of the Agreement of Trust under which The Family and Literary Properties Trust was created, or so much thereof as then remains, shall be paid over, transferred and delivered to and among such person or persons, corporation or corporations, and/or institution or institutions (including, but without limitation, the creditors of PATRICIA R. NIXON, her

estate, and the creditors of her estate), and in such shares, estates and proportions, in trust or otherwise, and with or without further powers of appointment in the appointees, as PATRICIA R. NIXON shall direct in and by her Last Will and Testament duly admitted to probate or duly established. If PATRICIA R. NIXON shall fail to exercise the general power of appointment thus conferred upon her, or if her exercise thereof shall be ineffective or invalid, or if she shall only partially exercise said power of appointment, or if her exercise thereof shall be partially ineffective or invalid, then the Primary Trust Fund, or so much thereof as then remains and shall not have been validly and effectively disposed of by PATRICIA R. NIXON in exercise of said power of appointment or, if PATRICIA R. NIXON shall not be living at the time of RICHARD M. NIXON's death, then, upon the death of RICHARD M. NIXON or, if RICHARD M. NIXON and PATRICIA R. NIXON shall die in or as the immediate result of a common accident or disaster, then, upon the happening of such event and without regard to who may have survived the other, the Primary Trust Fund, including any property added thereto in accordance with the provisions of the Agreement of Trust under which The Family and Literary Properties Trust was created, shall be disposed of as follows:

- (1) If the event causing the disposition of the Primary Trust Fund shall be the death of PATRICIA R. NIXON,

she having survived RICHARD M. NIXON, the Trustee shall have the power, in the Trustee's sole and uncontrolled discretion, to pay, out of the Primary Trust Fund, before the division of the same into any shares or parts, all debts, funeral, administration and legal expenses of PATRICIA R. NIXON's estate and all estate, transfer, inheritance or succession taxes, whether federal or state or other, including any interest and penalties assessed thereon, payable by reason of the death of PATRICIA R. NIXON. In making any such payment, the Trustee is authorized to rely upon a certification from PATRICIA R. NIXON's Executor or Executors as to the amounts to be paid without further inquiring into the accuracy or correctness of any such certification, and upon making any such payment, the Trustee shall be released from any liability for the application of such funds.

(2) The balance of the Primary Trust Fund remaining after the payments directed under subdivision (1) of this subparagraph (C) of this Article FIRST, or the entire Primary Trust Fund, if the event causing the disposition of the Primary Trust Fund shall be the death of RICHARD M. NIXON, or the death of RICHARD M. NIXON and PATRICIA R. NIXON in or as the immediate result of a common accident or disaster, shall be divided into as many equal shares as there shall be children of the Settlers then living, with

a further equal share for the issue, collectively, of any child of the Settlers who shall theretofore have died leaving issue who are then living, and such shares, as so determined, shall be disposed of as follows:

(a) Each share set aside for a child of the Settlers shall continue to be held in trust for the benefit of such child and/or her issue in accordance with all of the terms and provisions of subparagraph (D) of this Article FIRST; and

(b) Each share set aside for the then living issue, collectively, of any child of the Settlers who shall theretofore have died leaving issue who shall then be living shall be paid over, transferred and delivered to such then living issue, to be divided among such issue, per stirpes and not per capita, provided, however, if any such share, or any part thereof, shall thereupon become payable to any person who shall then be under the age of twenty-five (25) years, then such share or part shall not be paid over to such person free of trust, but instead shall continue to be held in trust for the benefit of such person in accordance with all of the terms and provisions of subparagraph (E) of this Article FIRST; or if there shall be no issue of the Settlers then living, then the same shall be paid over, transferred and delivered to THE

RICHARD M. NIXON FOUNDATION, for its general uses and purposes.

(D) Each share of the Primary Trust Fund set aside for a child of the Settlers shall be held by the Trustee as a separate trust for the benefit of such child, and the Trustee shall manage, invest and reinvest the same, shall collect the rents, dividends, interest and other income therefrom and, after the payment of all lawful charges therefrom, shall pay over or apply, to or for the benefit of any one or more members of the class consisting of the child of the Settlers for whose benefit such share was set aside and such of the issue of such child of the Settlers as shall be living at the time each such payment or application is made, so much or all of the net income therefrom and/or principal thereof as the Trustee (other than any person with a present or potential beneficial interest in such separate trust, if such person shall at that time be acting as a Trustee hereunder) shall, for any reason whatsoever, deem advisable, proper or necessary, and shall accumulate the balance of any of such net income not so paid over or applied and shall add the same to the principal of such separate trust, whereupon such accumulated income shall become a part of the principal of such separate trust for all purposes. Any determination by the Trustee of any separate trust held under this subparagraph (D) of this Article FIRST to make or not to make any such payment or application of any part or all of the net income and/or

principal of such separate trust to or for the benefit of any one or more members of the class of persons to or for whose benefit the net income and/or principal of such separate trust could be paid shall not impose any duty or obligation on such Trustee to make any similar payment and/or application to or for the benefit of any other member or members of the class of persons to or for whose benefit such net income and/or principal could be paid or on the Trustee of any other separate trust held under this Agreement of Trust to make any similar payment and/or application to or for the benefit of any one or more members of the class of persons to or for whose benefit the net income and/or principal of such other separate trust held hereunder could be paid, and such determination shall be final, binding and conclusive upon all persons interested in such separate trust or in any other separate trust held under this Agreement. Upon the death of the child of the Settlers in whose name a separate trust is being held under this subparagraph (D), the principal of such separate trust, or so much thereof as shall then remain, together with all accrued and/or accumulated income thereon, shall be paid over, transferred and delivered to and among such child's then living issue, to be divided among such issue per stirpes and not per capita, or if such child shall leave no issue surviving, then to and

among such issue of the Settlers as shall be living at the time of such child's death, to be divided among such issue per stirpes and not per capita, provided, however, that if any share or part of the principal of said trust shall thereupon become payable to (i) a child of the Settlers for whose benefit a separate trust is then being administered under the provisions of this subparagraph (D) of this Article FIRST or (ii) any person, other than a child of the Settlers, who shall not have attained the age of twenty-five (25) years, then such share or part shall not be paid over, transferred and delivered free of trust to such child of the Settlers or to such other person, as the case may be, but shall instead, (i) in the case of any share payable to a child of the Settlers, be added to the principal of the separate trust being administered for the benefit of such child under this subparagraph (D), whereupon the same shall become a part of the principal of such separate trust for all purposes and shall thereafter be held, managed and disposed of accordingly, or (ii) in the case of any share or part payable to any person, other than a child of the Settlers, who shall not have attained the age of twenty-five (25) years, be held by the Trustee as a separate trust for the benefit of such person and managed and disposed of in accordance with all of the terms and provisions of subparagraph (E) of

this Article FIRST; or, if there shall be no issue of the Settlers then living, then the same shall be paid over, transferred and delivered to THE RICHARD M. NIXON FOUNDATION, for its general uses and purposes.

(E) Each share or part of the Primary Trust Fund or of any trust held under subparagraph (D) of this Article FIRST which is directed to be held in trust for any person who shall not have attained the age of twenty-five (25) years shall be held by the Trustee, in trust, nevertheless, as a separate trust for the benefit of such person, and the Trustee shall manage, invest and reinvest the same, shall collect the rents, interest, dividends and other income therefrom and, after payment of all lawful charges therefrom, shall pay over or apply so much or all of the net income and/or principal therefrom for the support, maintenance and/or education of such person as the Trustee (other than any person with a present or potential beneficial interest in such separate trust, if such person shall at that time be acting as a Trustee hereunder) shall determine, and shall accumulate the balance of any such income not so paid over or applied and add the same to the principal of such trust, whereupon the same shall be treated as principal for all of the purposes of this Agreement of Trust.

Each separate trust held under the pro-

visions of this subparagraph (E) of this Article FIRST shall terminate (i) upon the attainment of the age of twenty-five (25) years by the person for whose benefit such trust was originally set aside, (ii) upon the death of such person prior to his or her having attained the age of twenty-five (25) years, or (iii) upon the lapse of twenty-one (21) years after the death of the last to die as between all issue of RICHARD M. NIXON living at the time of his death, whichever event shall first occur and, upon such termination, the principal of such trust, or so much thereof as shall then remain, together with all accrued and/or accumulated income thereon, shall be paid over, transferred and delivered to the person for whose benefit such trust was set aside, if such person shall then be living, or if such person shall not then be living, then to such of the issue of such person as shall then be living, to be divided among such issue per stirpes and not per capita, or if there shall be no issue of such person then living, then to the then living issue of such person's nearest ancestor who shall have been a descendant of the Settlers and who shall have issue then living, to be divided among such issue per stirpes and not per capita, or if there shall be no such issue then living, then to such issue of the Settlers as shall then be living, to be divided among such issue per stirpes and not per capita, provided, however, that if the

event causing the termination of such trust shall have been the death of the person for whose benefit such trust was set aside, and if any share or part of the principal of such trust shall thereupon become payable to (i) a child of the Settlers for whose benefit a separate trust is then being administered under the provisions of subparagraph (D) of this Article FIRST, or (ii) any person, other than a child of the Settlers, for whose benefit a separate trust is then being administered under the provisions of this subparagraph (E) of this Article FIRST, then such share or part shall not be paid over, transferred and delivered free of trust to such child of the Settlers, or to such other person, as the case may be, but shall instead, (i) in the case of any share payable to a child of the Settlers, be added to the principal of the trust being held for the benefit of such child and/or her issue under the provisions of subparagraph (D) of this Article FIRST, thereafter to be held, administered and disposed of as a part of such principal for all purposes, or (ii) in the case of any share or part payable to any person, other than a child of the Settlers, for whose benefit a separate trust is then being administered under the provisions of this subparagraph (E) of this Article FIRST, be added to the principal of such separate trust then being held for the benefit of such person under this subparagraph (E), thereafter to be held, administered and disposed of as a part

of such principal for all purposes; or if there shall be no issue of the Settlers then living, then the same shall be paid over, transferred and delivered to THE RICHARD M. NIXON FOUNDATION, for its general uses and purposes.

SECOND: The Settlers or either of them shall have the right at any time and from time to time, by deed, assignment or other conveyance executed during their lifetimes, and/or by devise or bequest by his or her Last Will and Testament, or any Codicil thereto, duly admitted to probate or duly established, to make contributions of cash, securities and/or other property to any trust or trusts directed to be held under the provisions of this Agreement of Trust. The Trustee shall also accept additions of property to the principal of the trust created hereunder made in accordance with the terms and provisions of that certain Agreement of Trust made and executed the same day as the date of execution of this Agreement of Trust by and between RICHARD M. NIXON and PATRICIA R. NIXON, as Settlers and RICHARD M. NIXON, as Trustee, pursuant to which a trust, referred to in that Agreement of Trust as The Family and Literary Properties Trust, was created. Any other person may, with the consent of the Trustee, at any time and from time to time, by deed, assignment or other conveyance, and/or by devise or bequest by his or her Last Will and Testament, or any Codicil thereto,