

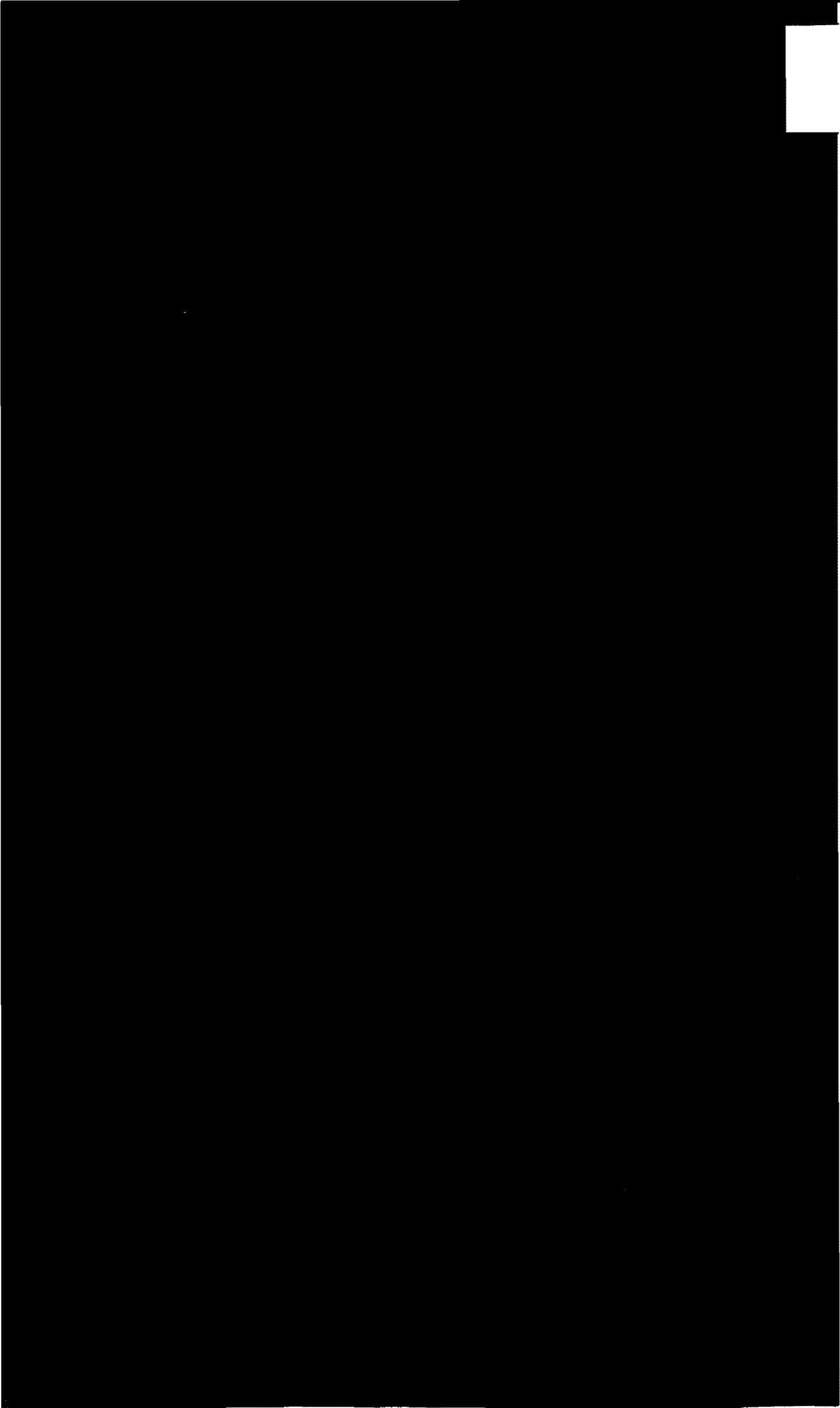
Richard Nixon Presidential Library
White House Special Files Collection
Folder List

<u>Box Number</u>	<u>Folder Number</u>	<u>Document Date</u>	<u>Document Type</u>	<u>Document Description</u>
9	2	n.d.	Form	Index of Documents related to President's Estate Plan. 1 pg.
9	2	08/04/1972	Financial Records	Final Estate Plan 12 pgs.
9	2	08/14/1972	Financial Records	Agreement of Trust by and between Richard M. Nixon and Patricia R. Nixon as Settlers and Richard M. Nixon as Trustee. 45 pgs.

INDEX OF DOCUMENTS

1. Letter dated August 4, 1972 to John D. Ehrlichman, together with Memorandum of Final Estate Plan dated August 4, 1972.
2. Family and Literary Properties Trust - Richard M. Nixon, Trustee, together with Instrument Appointing Successor Trustee.
3. Irrevocable Literary Trust - H. R. Haldeman, Trustee, together with Instrument Appointing Successor Trustee.
4. Patricia R. Nixon Trust - John D. Ehrlichman, Trustee, together with Instrument Appointing Successor Trustee.
5. Will of Richard M. Nixon.
6. Will of Patricia R. Nixon.
7. Memorandum of Administrative Procedure for Implementing Estate Plan.
8. Letter dated September 29, 1972 to John Dean.
9. Exemption Application for Irrevocable Literary Trust.
10. Internal Revenue Service Power of Attorney from H. R. Haldeman as Trustee to John H. Alexander and Richard S. Ritzel relating to Exemption Application.
11. Letter dated September 27, 1972 from Internal Revenue Service re Exemption Application of Irrevocable Literary Trust.
12. Letter dated October 11 to John Dean.
13. Letter dated November 8, 1972 declaring Irrevocable Literary Trust to be exempt from taxation.
14. Letter dated May 8, 1973 to Miss Rose Mary Woods, together with copy of Memorandum relating to Irrevocable Literary Trust and Trustees, Executors and Successors.
15. Letter dated May 14, 1973 to Internal Revenue Service, together with Form 990 PF for calendar year 1972 for Irrevocable Literary Trust.

16. Memorandum dated October 23, 1973 re revision of Estate Plan to include transfer of San Clemente property to federal government.



August 4, 1972

Honorable John D. Ehrlichman
Assistant to the President
for Domestic Affairs
The White House
Washington, D. C.

Dear John:

Enclosed herewith are the following documents relating to the estate plan.

(1) A Memorandum, in the form of the Original and Revised Estate Plans, describing in some detail the documents which will be executed to implement the Final Estate Plan.

(2) An Agreement of Trust, with the President and Mrs. Nixon as Settlers, and the President as Trustee. This is the so-called Family and Literary Properties Trust. Attached to the Trust Agreement is an Instrument by which successor Trustees are appointed.

(3) An Agreement of Trust, with the President as Settlor, and Mr. Maldeman as Trustee. This is the so-called Irrevocable Literary Trust. Attached to the Trust Agreement is an Instrument by which a successor Trustee is appointed.

(4) An Agreement of Trust, with the President and Mrs. Nixon as Settlers, and yourself as Trustee. This is the so-called Patricia R. Nixon Trust. Attached to the Trust Agreement is an Instrument by which a successor Trustee is appointed.

(5) The President's Will.

Enclosed By	Mailed By	Delivered By	Delivery No.
<i>JDE</i>		<i>Wm. Aldeman</i>	

8/4/72

Hon. John D. Ehrlichman

-2-

August 4, 1972

(6) Mrs. Nixon's Will.

(7) A Memorandum describing the administrative steps which must be accomplished in connection with the execution of the above documents.

I look forward to hearing from you with respect to the enclosed documents.

Sincerely,

RSR
Richard S. Ritzel

RSR:kw
Enc.

Enclosed By	Mailed By	Delivered By	Delivery No.

FINAL ESTATE PLAN

Dated: August 4, 1972

MUDGE ROSE GUTHRIE & ALEXANDER
20 BROAD STREET, NEW YORK, N. Y.

SUMMARY

The principal objectives of the Plan may be summarized as follows:

- A. - To protect for public benefit Presidential memorabilia, papers, etc. ("Materials").
- B. - To make adequate provision for Mrs. Nixon if she survives the President.
- C. - To accomplish the foregoing without gift tax during the lifetime of the President and Mrs. Nixon and without estate tax at death.

It is believed that the attached Final Estate Plan substantially accomplishes this result with the following two exceptions:

(1) In order to provide adequately for Mrs. Nixon, it has been necessary to set aside in trust Materials of a value not exceeding an aggregate of \$2,000,000, so that, if she finds it necessary, Materials so set aside may be sold by the Trustee with the proceeds to be used for her benefit. To avoid a gift tax on these particular Materials, it has been necessary to give Mrs. Nixon a limited power to direct by her Will that some part or all of the remaining Materials which were so set aside be sold after her death and the proceeds used for the benefit of issue. If this power is not exercised, the remaining Materials so set aside will be dedicated to public use.

(2) In view of the community property problems and the nature of the assets, it has not been possible to avoid estate tax on the death of the survivor of the President and Mrs. Nixon, but the estate tax will be limited to the value of the non-Material assets, unless Mrs. Nixon survives and directs the sale of the Materials for the benefit of the daughters.

The attached Final Estate Plan gives in considerable detail the provisions of the various documents to be executed and comments on the tax consequences. The following is a summary of the essential details set forth in the more comprehensive attached Final Estate Plan.

Five documents will be executed:

1. The Family and Literary Properties Trust. This trust will be created by the President and Mrs. Nixon with the President as Trustee and will be the depository for all Materials prepared by or for the President or Mrs. Nixon and all "Hard

Assets", i.e., all assets owned by the President and Mrs. Nixon other than Materials and such assets as furniture. It will thus include community and separate property of each of them. As to community property, this trust will be revocable only by the joint action of the President and Mrs. Nixon, but the President alone will have the power to sell Materials and apply the proceeds for family purposes. As to separate property, it will be revocable during their joint lives by either of them. If the President predeceases Mrs. Nixon (1) her separate property Materials, and community property Materials of a value not to exceed \$2,000,000, will be retained in this trust, (2) all Hard Assets will be transferred to the Patricia R. Nixon Trust (3 below), and (3) the balance of all of the Materials will be transferred to The Irrevocable Literary Trust (2 below). Thereafter, Mrs. Nixon will have a limited power to direct sales of Materials in this trust up to \$100,000 a year, with the proceeds to be used by her or for her benefit. Upon her death, Mrs. Nixon will have the power to direct that some part or all of the remaining Materials may be sold and the proceeds turned over to family members. To the extent she fails to exercise her power, the Materials will be distributed to The Irrevocable Literary Trust. If Mrs. Nixon predeceases the President (1) Mrs. Nixon's separate property Materials and her share of the community property Materials will be distributed to The Irrevocable Literary Trust, and (2) the President's community and separate property Materials, as well as all of the Hard Assets, will be retained in this trust and the President will have absolute power of disposition over all of the retained Materials and Hard Assets. Upon the subsequent death of the President, all Materials remaining will be distributed to The Irrevocable Literary Trust and all Hard Assets will be distributed to The Patricia R. Nixon Trust.

Under these arrangements, through the use of the charitable deduction and, perhaps, the marital deduction, estate tax should be eliminated on the death of the first to die.

2. The Irrevocable Literary Trust. This trust will be created by the President with Mr. Haldeman as Trustee and will ultimately receive all Materials of the President and Mrs. Nixon from The Family and Literary Properties Trust which have not been sold to raise funds for family members. It is also possible that "sold" Materials will be contributed to this trust by the purchasers thereof. It can also be the depository of all Materials prepared by or for members of the Administration other than the President and Mrs. Nixon.

3. The Patricia R. Nixon Trust. This trust will be created by the President and Mrs. Nixon with Mr. Ehrlichman as Trustee and can be revoked by the President and Mrs. Nixon, acting jointly, during the President's lifetime. If Mrs. Nixon predeceases the President, the trust will be revocable by him during his lifetime. If the President predeceases Mrs. Nixon,

the trust will become irrevocable. The trust will be inactive during the joint lives of the President and Mrs. Nixon. If Mrs. Nixon predeceases the President, it will remain inactive until the death of the President, at which time all or substantially all of the Hard Assets will be transferred to it from The Family and Literary Properties Trust. If the President predeceases Mrs. Nixon, then, upon his death, all or substantially all of the Hard Assets will be transferred to this trust. The trust provides for the support of Mrs. Nixon during her lifetime, if she survives the President, and there are further trusts created upon the death of Mrs. Nixon, if she survives the President, or upon the death of the President, if he survives Mrs. Nixon, for Patricia and Julie and their issue. No Materials will ever be transferred to this trust.

4. A Will for the President. The President's Will will bequeath any tangible personal property (other than Materials), such as furniture, etc., to Mrs. Nixon, or if she predeceases him, to the children. Such Materials as have not theretofore been transferred to The Family and Literary Properties Trust are bequeathed to The Irrevocable Literary Trust. All other assets are bequeathed to The Family and Literary Properties Trust. Mr. Rebozo and Mr. Ehrlichman are Executors.

5. A Will for Mrs. Nixon. Mrs. Nixon will refrain from exercising any powers of appointment. All tangible personal property (other than Materials), such as furniture, etc., will be bequeathed to the President, or if he predeceases her, to the children. All Materials and Hard Assets not theretofore transferred to The Family and Literary Properties Trust will be bequeathed to that trust. The President is Executor and Mr. Rebozo and Mr. Ehrlichman are successor Executors.

6. A flow chart is attached.

FINAL ESTATE PLAN

Disposable Assets

A. Materials consisting of memorabilia and papers, recordings, films, etc., prepared by or for the President or Mrs. Nixon.

B. Materials prepared by or for other members of the Administration. Commitments are to be made to permit the President to dispose of these Materials as he desires.

C. Hard Assets, including residential and other real estate, cash, life insurance and tangible personal property, other than Materials.

D. In formulating this Estate Plan, it has been assumed that the net value of the Hard Assets will be between \$800,000 and \$1,000,000 and that the value of Materials will be substantially larger than these amounts. In light of these assumptions, the Plan must be reviewed periodically to determine if any changes are required.

Objectives

A. All Materials are to be sorted, classified and, where necessary, destroyed, in accordance with directions from the President. No persons other than those selected by the President, or through procedures approved by him, should be in a position to participate in or interfere with the processing and disposition of Materials.

B. Upon the death of the first to die as between the President and Mrs. Nixon, a sufficient amount of Materials will be irrevocably devoted to charitable purposes, so that there will be no estate or inheritance taxes payable at that time. If Mrs. Nixon is the survivor, the amount of Materials which will not be devoted to charitable purposes is to be limited to all of Mrs. Nixon's separate property Materials and community property Materials with a maximum value of \$2,000,000. As to these retained Materials, Mrs. Nixon is to have a power to direct sales of the same and payment of the proceeds to her, not exceeding in the aggregate the sum of \$100,000 per year. Mrs. Nixon is also to have a limited power,

by her Will, to direct sales of retained Materials upon her death, with the proceeds to be paid over to and among her issue. A Trustee will, in all cases, determine which Materials are to be sold.

C. All of the Hard Assets are, upon the President's death, to be held in trust for the benefit of Mrs. Nixon and, after her death, for Patricia and Julie. The San Clemente residence or a substitute home of the same standard is to be maintained for Mrs. Nixon. Mrs. Nixon is also to be provided with ample annual amounts to insure her personal well-being and comfort.

Estate Plan

Three separate Agreements of Trust and two Wills will be executed at the present time. Two of the Trust Agreements will be executed by both the President and Mrs. Nixon, as Settlers, and one of the Agreements by the President alone, as Settlor. The President and Mrs. Nixon will each execute a Will. The provisions of the trusts created under the aforementioned Trust Agreements and of the Wills are as follows:

The Family and Literary Properties Trust. The President and Mrs. Nixon will create this trust and substantially all of the President's and Mrs. Nixon's community and non-community property, including both Materials and Hard Assets, will be transferred to it at the present time. Materials and Hard Assets are dealt with under separate provisions of the Trust Agreement.

The President will be the initial Trustee of this trust and the Trust Agreement is structured so that the President will have full control over the selection of successor or additional Trustees during his lifetime.

This trust will be fully revocable or amendable by either the President or Mrs. Nixon as to any property, other than community property, which has been transferred to it. It will be fully revocable and amendable by the joint action of the President and Mrs. Nixon as to any community property transferred to it. If the President survives Mrs. Nixon, it will remain fully revocable and amendable by the President. If Mrs. Nixon survives the President, it will be irrevocable, except as to any separate property of Mrs. Nixon transferred to it. The provisions as to revocability are designed to avoid any gift tax.

In the case of Materials, the Trustee, or any person or persons designated by the Trustee is directed to categorize, classify and destroy the same, as appropriate, and if it is in the best interests of the President and Mrs. Nixon to do so, to make some or all of the Materials held as part of the trust available for public viewing, study or research. In the case of Hard Assets, the Trustee is directed to invest and reinvest the same and pay over so much of the net income and/or principal to or for the benefit of the President and Mrs. Nixon as the Trustee deems advisable. (During the President's lifetime, he or a person designated by him will be the Trustee.) If residential real property is held as part of the principal of this trust, the President, regardless of whether or not he shall be acting as a Trustee, will have the power to direct the retention or sale of the same and, if he so directs, the replacement thereof with other residential real property. The President and Mrs. Nixon or either of them will be entitled to occupy any residential real property held as part of the principal without payment of any rent.

Upon the death of the President, if Mrs. Nixon survives him, the principal of this trust will be divided into two shares, the President's share and Mrs. Nixon's share. Mrs. Nixon's share will consist of all property which was her separate property at the time it was transferred to the trust, Materials, selected out of all of the community property Materials held as part of the trust, with a maximum value of \$2,000,000, and all property, other than Materials (the Hard Assets), held as part of the principal of the trust. (There is a remote possibility, if the estimates as to the values of Materials are substantially in error, that less than \$2,000,000 of community property Materials would be retained as part of Mrs. Nixon's share.) The President's share will consist of all of the remaining property held in the trust (which will be Materials exclusively). The President's share will then be transferred to The Irrevocable Literary Trust, described below. If transfers to The Irrevocable Literary Trust are for any reason not qualified for an estate tax charitable deduction, provisions are made for alternative transfers to the Federal Government, for deposit in the Presidential Library, or any other qualified charity. Mrs. Nixon's share shall be disposed of as follows: (a) all Hard Assets, after payment of debts, funeral, administration and legal expenses of the President's estate, shall be transferred to The Patricia R. Nixon Trust, described below, and (b) all other property (which will be Materials exclusively) will continue to be held as part of this trust, subject, however, to Mrs. Nixon's right to direct sales of Materials not exceeding in the aggregate in any calendar year, the sum of \$100,000, with the proceeds thereof to be paid to her or as she directs, and further, to direct transfers of Materials to The Irrevocable Literary Trust, or if that trust is not qualified for income, estate and gift tax deductions, then to the Federal Government, for deposit in the Presidential

Library, or, with the consent of the Trustee, to any other qualified charity. If Mrs. Nixon is not living at the time of the President's death, then all Materials held in this trust will be transferred to The Irrevocable Literary Trust or, alternatively, as above, and all Hard Assets after payment of debts, funeral, administration expenses and taxes of the President's estate, will be paid over and transferred to The Patricia R. Nixon Trust.

Upon the death of Mrs. Nixon, if the President shall then be living, the principal of this trust will be divided into two shares, the President's share and Mrs. Nixon's share. Mrs. Nixon's share will consist of all Materials which were her separate property at the time they were transferred to the trust, plus Materials selected out of all community property Materials held as part of the trust under a formula designed to provide an estate tax deduction sufficient to eliminate any federal or state estate or inheritance tax. The President's share will consist of all of the remaining property held in this trust. Mrs. Nixon's share will then be transferred and delivered to The Irrevocable Literary Trust, or alternatively as above. The President's share, after payment of any debts, funeral and administration expenses of Mrs. Nixon's estate, will continue to be held and disposed of as part of this trust. If the President is not living at the time of Mrs. Nixon's death (which would mean that he predeceased Mrs. Nixon and that only a maximum of \$2,000,000 of community property Materials remained in this trust), then Mrs. Nixon will have the power, by her Will, to direct a sale of all or part of the Materials held in this trust, with the proceeds to be paid over to her issue. If Mrs. Nixon does not exercise this power, then all Materials remaining in this trust at the time of Mrs. Nixon's death will be transferred to The Irrevocable Literary Trust, or alternatively as above.

If the President and Mrs. Nixon die in or as the immediate result of a common accident or disaster, then without regard as to who survived the other, all Materials will be transferred to The Irrevocable Literary Trust, or alternatively, as above, and all Hard Assets, after payment of debts, funeral and administration expenses of their estates and all taxes, will be transferred to The Patricia R. Nixon Trust.

The Irrevocable Literary Trust. The President alone will create this trust, and Mr. Haldeman will be the initial Trustee thereof. A power to appoint successor Trustees is vested in the acting Trustee or Trustees, and Mr. Haldeman, simultaneously with the execution of this Trust Agreement, will contingently appoint Mr. Ehrlichman as his successor. The Trust Agreement is structured so that the President will have full control over the Trustee during his lifetime.

This trust will be irrevocable, except for amendments designed to insure the deductibility for estate, gift and income tax purposes of contributions made to it.

The initial transfer to this trust will be a nominal amount of Materials to provide the trust with a corpus. The Materials selected for transfer to this trust should be such that it or they can immediately be made available for public display, study or research, since the Trust Agreement requires that any Materials held as part of this trust be so utilized. The simplest procedure for satisfying this requirement would seem to be to have the Trustee arrange for the display of the Materials transferred through facilities made available by the Administrator of General Services.

A ruling will be obtained that transfers to this trust are qualified for income, estate and gift tax charitable deductions. This trust will ultimately receive all Materials of the President and Mrs. Nixon, except those Materials which may be sold under the limited conditions described above, whereby sales by the Trustees of The Family and Literary Properties Trust are authorized. It is possible that "sold" Materials could be contributed to this trust by the purchasers.

The Trustee of this trust is directed to make all of the Materials held as part of the principal available for public viewing, study or research, either by loan to, or other custodial arrangement with, any entity or entities selected by the Trustee, and subject to such terms, conditions and obligations relating to the care, preservation and maintenance of Materials as the Trustee deems necessary or advisable. The Trustee is also authorized to make a permanent transfer of ownership of some or all of the Materials held as part of the principal of this trust to any Presidential Library or other qualified charity.

The Patricia R. Nixon Trust. The President and Mrs. Nixon will create this trust, and Mr. Ehrlichman will be the initial Trustee thereof. The Trust Agreement is structured so that the President will have full control over the Trustee during his lifetime.

This trust will be fully amendable and revocable by the President and Mrs. Nixon acting jointly during the President's lifetime. It will also be fully revocable and amendable by the President alone if he survives Mrs. Nixon. After the President's death, this trust will be irrevocable.

The initial corpus of this trust will be a nominal sum, \$10, and the trust will be dormant throughout the President's life. This trust will, however, ultimately be the receptacle for all of the Hard Assets. Upon the death of the President, all of the Hard Assets held as part of The Family and Literary Properties Trust are to be poured over into this trust for administration. In addition, this trust will be named as the beneficiary of all insurance policies insuring the President's life.

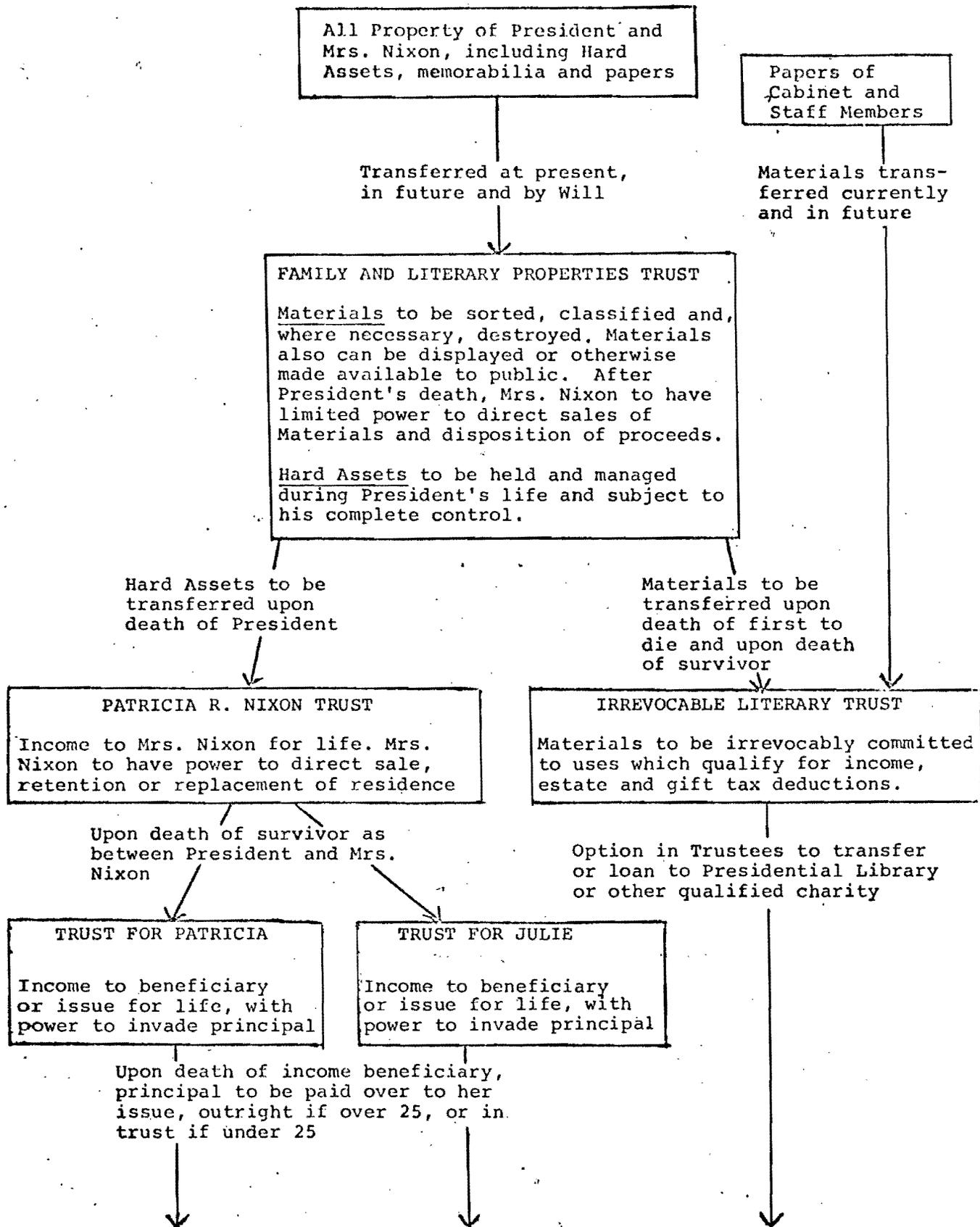
Under the terms of this trust, upon the President's death, if Mrs. Nixon survives, all of the trust assets are to be devoted and used for her benefit. If residential real property is held as part of the trust, then Mrs. Nixon will have the power to direct the retention of the same, the sale of the same and, if she so desires, the purchase of replacement of residential real property. All of the income from this trust is to be paid over or applied to or for Mrs. Nixon's benefit. In addition, any part or all of the principal of this trust may be paid over to or for Mrs. Nixon's benefit in the Trustee's discretion. Upon Mrs. Nixon's death, she shall have a general power to appoint the principal of this trust in favor of any person, corporation or institution, including her creditors, her estate or the creditors of her estate. If Mrs. Nixon fails to exercise her general power of appointment, or if she shall not survive the President, then the principal of this trust is to be continued in trust for the benefit of Patricia and Julie during their lives and after their deaths for the benefit of their respective children until such child attains 25 years of age at which time the principal of his or her trust will be paid over outright. If at the time that The Patricia R. Nixon Trust or any subtrust thereof terminates there are no issue of the President and Mrs. Nixon living, then the amounts then payable are to be paid over to The Richard M. Nixon Foundation.

The President's Will. The Executors of the Will will be Messrs. Rebozo and Ehrlichman, with full power to appoint successors. The Executors or any successors named by them are directed to set aside all Materials which have not previously been transferred to The Family and Literary Properties Trust and transfer the same to The Irrevocable Literary Trust. Determinations made by the Executors that an item of tangible personal property owned by the President fits within the definition of Materials are to be final, binding and conclusive. All tangible personal property, exclusive of Materials, is to be transferred outright to Mrs. Nixon, if she is living, or if not, to the children in equal shares. All of the balance of the President's estate is to be added to the principal of The Family and Literary Properties Trust.

Mrs. Nixon's Will. The President will be the Executor of this Will. Messrs. Rebozo and Ehrlichman will be his successors, with full power to appoint successors. All tangible personal property, except Materials, is to be transferred outright to the President, if he is living, or if not, to the children in equal shares. All other property, including Materials, if any, not previously transferred thereto, and Hard Assets are to be transferred to The Family and Literary Properties Trust.

Estate and Inheritance Taxes

Under the dispositive scheme described above and based on the assumption as to values mentioned on Page 1, there should be no Federal or State estate or inheritance taxes payable upon the death of the first as between the President and Mrs. Nixon to die. In each case, the decedent's entire estate, albeit in the form of Materials, will be deemed to have been transferred for charitable purposes, and hence not taxable. The retained property not transferred for charitable purposes will represent the surviving spouse's community property interest in all of their community property, his or her separate property and, under certain circumstances, an amount passing to the surviving spouse and qualifying for the marital deduction. Upon the death of the surviving spouse, there will be Federal and State estate and inheritance taxes payable, with the amounts thereof to depend upon the then value of the property passing to or for the benefit of family members. In this regard, it should be emphasized that if Mrs. Nixon survives the President and exercises her power to direct a sale of Materials with the proceeds thereof to be paid over to family members, the amount so paid over, as well as all Hard Assets passing under the terms of The Patricia R. Nixon Trust, will be subject to estate and inheritance taxes. If the power is not exercised, however, then the Materials in question will automatically pass to The Irrevocable Literary Trust and will not be subject to any estate or inheritance taxes.



All Property of President and Mrs. Nixon, including Hard Assets, memorabilia and papers

Papers of Cabinet and Staff Members

Transferred at present, in future and by Will

Materials transferred currently and in future

FAMILY AND LITERARY PROPERTIES TRUST
Materials to be sorted, classified and, where necessary, destroyed. Materials also can be displayed or otherwise made available to public. After President's death, Mrs. Nixon to have limited power to direct sales of Materials and disposition of proceeds.
Hard Assets to be held and managed during President's life and subject to his complete control.

Hard Assets to be transferred upon death of President

Materials to be transferred upon death of first to die and upon death of survivor

PATRICIA R. NIXON TRUST
Income to Mrs. Nixon for life. Mrs. Nixon to have power to direct sale, retention or replacement of residence

IRREVOCABLE LITERARY TRUST
Materials to be irrevocably committed to uses which qualify for income, estate and gift tax deductions.

Upon death of survivor as between President and Mrs. Nixon

Option in Trustees to transfer or loan to Presidential Library or other qualified charity

TRUST FOR PATRICIA
Income to beneficiary or issue for life, with power to invade principal

TRUST FOR JULIE
Income to beneficiary or issue for life, with power to invade principal

Upon death of income beneficiary, principal to be paid over to her issue, outright if over 25, or in trust if under 25



2

AGREEMENT OF TRUST

by and between

RICHARD M. NIXON
and
PATRICIA R. NIXON,

as Settlers

and

RICHARD M. NIXON,

as Trustee

Dated: August 14, 1972

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

THIS AGREEMENT OF TRUST made the 11th day of August 1972 by RICHARD M. NIXON and PATRICIA R. NIXON, his wife, as Settlers and said RICHARD M. NIXON, as Trustee,

WHEREAS, the Settlers desire, by this Agreement, to create a revocable trust, to be known as "The Family and Literary Properties Trust", the principal of which is to consist of the community and separate property of the Settlers or of either of them listed in Schedules 1A to E through 2A to C annexed hereto and made a part hereof, and of such other community and separate property of the Settlers or of either of them as may hereafter be transferred to the Trustee or to his successor or successors in accordance with the terms and provisions of this Agreement, and the purpose of which is to provide for the retention, management, utilization and disposition of such property during the Settlers' joint lives and after their respective deaths;

NOW, THEREFORE, THIS AGREEMENT OF TRUST WITNESSETH:

That, in consideration of the premises and the mutual covenants herein contained, and other good and valuable considerations, the receipt of which is hereby acknowledged, the Settlers have granted, conveyed, assigned, transferred, set over and delivered, and by these presents do hereby 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, unless by express provision or necessary implication another meaning is clearly intended), all of their right, title and interest, including, where appropriate, any and all literary property rights, in and to the property listed and described in Schedules *1A* through *2A*, inclusive, annexed hereto and made a part hereof, the receipt of which property the Trustee does hereby acknowledge, provided, however, that any property now being or hereafter transferred to the trust created hereunder which is the community property of the Settlers shall, during the joint lives of the Settlers, remain such after transfer and delivery of the same to the Trustee and upon withdrawal of the same from said trust or upon revocation of said trust, and any property, other than any community property of the Settlers which is now being or hereafter shall be transferred to the trust created hereunder shall, upon withdrawal of the same from said trust or upon revocation of said trust during the joint lives of the Settlers, revert to the Settlers or either of them, as the case may be, in the same form of ownership as existed at the time such property was transferred to the trust created hereunder,

TO HAVE AND TO HOLD said property, and any other property as may hereafter be transferred or delivered to the Trustee in accordance with the provisions of this Agreement of Trust, in trust, nevertheless, for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter set forth:

FIRST: (A) There are included among the items of property presently being transferred to the trust created under this Agreement, and there may be included among items of property hereafter transferred to such trust, numerous articles of tangible personal property, including, without limitation, books, documents, papers, letters, correspondence, memoranda, pamphlets, pictures, photographs, plats, maps, films, television tape recordings, motion pictures, sound recordings, both on record and on tape, and other similar articles of tangible personal property prepared by or for the Settlers or either of them, as well as items which are commonly referred to as memorabilia, including, without limitation, awards, plaques, medals, membership or achievement certificates, gavels, symbolic currency, keys and figurines, commemorative and personal photographs, flags, banners, works of art, including sculptures, paintings, etchings and drawings, books, both inscribed by the author or donor and uninscribed, religious

items, jewelry and clothing, all of which, by virtue of RICHARD M. NIXON's service to the United States of America as the 37th President of the United States, the 36th Vice President of the United States, a member of the United States Senate and House of Representatives, and a member of the United States Armed Forces and because they relate to the events of the Settlers' official or personal lives, have historical or commemorative significance. As to any or all of the foregoing articles of tangible personal property at any time held as part of the principal of the trust created under this Agreement, which property is hereinafter referred to collectively as "Materials", the Trustee, or any person or persons designated by the Trustee so to act, shall (i) categorize or classify such Materials as to subject matter, as to security classification under law or pursuant to Executive Order, as to sensitivity or confidentiality from the standpoint of the foreign relations or internal affairs of the United States of America, or from the standpoint of the personal or business affairs of any person or entity, or otherwise, such categorizations and classifications to be the basis for eventually making such Materials available for public viewing, study or research, (ii) destroy or cause to be destroyed such Materials as the Trustee determines should, for any reason, be destroyed, subject, however, to full performance of the directions contained in subparagraphs (C), (D) and (E) of this

Article FIRST relating to the disposition, upon the death of the first Settlor to die or upon the deaths of both Settlers in or as the immediate result of a common accident or disaster, of a portion or all of the Materials held hereunder for charitable, educational, literary, scientific or public purposes, and (iii) if the Trustee determines that it would be in the best interests of the Settlers or of either of them to do so, make some or all of such Materials available for public viewing, study or research through the facilities of any public or private entity or entities or institution or institutions selected by the Trustee, whether located within or outside of the State of California, including any Presidential Library bearing said RICHARD M. NIXON's name or any facility held in the name of the United States of America, either by loan to, or other custodial arrangement with, such entity or entities or institution or institutions, and subject to such terms, conditions or obligations relating to the care, preservation and maintenance of such Materials as the Trustee deems necessary or advisable. The Trustee shall have the sole and absolute power to make arrangements for the public viewing, study or research of the Materials held hereunder and to impose terms, conditions or obligations relating to the care, preservation and maintenance of such Materials, and the selection by said Trustee of a particular entity or entities or institution or institutions, as aforesaid, shall not be permanent

or binding in any way, with the said Trustee also to have the power at any time and from time to time to cause any Materials being exhibited or held by any particular entity or entities or institution or institutions to be removed therefrom and exhibited by or deposited with another entity or entities or institution or institutions.

(B) As to any property, other than Materials, which is held as part of the principal of the trust created hereunder, the Trustee shall hold and manage the same, including any residential real property held as a part of such principal, shall invest and reinvest the same, other than any residential real property being used by the Settlers or either of them, shall collect the rents, if any, interest, dividends and other income therefrom and, after the payment of all lawful charges therefrom, shall pay over or apply so much or all of such net income and/or principal as the Trustee shall deem advisable, to or for the benefit of the Settlers or, if PATRICIA R. NIXON shall have been the first Settlor to die, to or for the benefit of RICHARD M. NIXON, in quarterly installments or at such more frequent intervals as the Trustee may determine, and shall accumulate the balance, if any, of such net income and add the same to the principal of the trust created hereunder, upon the happening of which event such accumulated income so added to such principal shall, for all purposes, become and be a part

thereof. If any residential real property shall be held as part of the principal of the trust created hereunder, then RICHARD M. NIXON, regardless of whether or not he shall be acting as a Trustee hereunder, 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 he so directs, the purchase of other residential real property in replacement thereof. As to any such residential real property at any time held as part of the principal of the trust created hereunder, the Trustee shall make the same available to the Settlers, or either of them, for their, his or 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 trust created hereunder, other than Materials, so much or all of any taxes or assessments levied on such residential real property, appurtenances, buildings and/or other improvements, the cost of insuring the same against loss, fire, theft and/or liability, and any other 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, as

RICHARD M. 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 principal of the trust created hereunder, or for paying, out of the income and, if necessary or advisable, the principal of such trust, other than Materials, any costs or expenses relating to any such residential real property, in accordance with directions from said RICHARD M. NIXON. Further, no person interested in the trust created under this Agreement of Trust shall have any right to question any direction relating to such residential real property made by RICHARD M. NIXON, and his 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 limited accordingly.

(C) Upon the death of RICHARD M. NIXON, the principal of the trust created hereunder, which term shall

be deemed to include any property added thereto under RICHARD M. NIXON's Last Will and Testament, shall be disposed of as follows:

(1) If PATRICIA R. NIXON shall then be living, then such principal shall be divided into two separate shares, hereinafter referred to in this subdivision (1) of this subparagraph (C) as PATRICIA R. NIXON's share and RICHARD M. NIXON's share. PATRICIA R. NIXON's share, representing all of her separate property and, in part or in whole, her interest in the Settlers' community property, shall consist of (i) all property which was PATRICIA R. NIXON's separate property at the time it was transferred to the trust created hereunder, (ii) Materials, selected out of all community property Materials held hereunder, having an aggregate value, as finally determined for federal estate tax purposes, equal to (x) the value of PATRICIA R. NIXON's interest in all of the Settlers' community property reduced by the value of the property to be allocated to PATRICIA R. NIXON's share under (iii), immediately following, or (y) Two Million Dollars (\$2,000,000.00), whichever shall be the lesser amount, and (iii) all property, other than Materials, held hereunder. RICHARD M. NIXON's share shall consist of all of the remaining property (which will be Materials exclusively) held hereunder. The Trustee shall have the sole and absolute power to determine which Materials, other than those Materials which were the separate property of PATRICIA

R. NIXON at the time they were transferred to the trust created hereunder, shall be allocated to the respective shares of RICHARD M. NIXON and PATRICIA R. NIXON as aforesaid, and any such determination made by the Trustee shall be final, binding and conclusive upon any and all persons, entities or institutions having any interest in the trust created hereunder, and the interests of all such persons, entities or institutions are limited accordingly. RICHARD M. NIXON's share, as so determined, shall then be transferred and delivered for charitable, educational, literary, scientific or public purposes as provided in subparagraph (F) of this Article FIRST. PATRICIA R. NIXON's share shall be disposed of as follows:

(a) All property, other than Materials, held as part of PATRICIA R. NIXON's share, shall, subject to the power hereby conferred upon the Trustee hereunder, in the Trustee's sole and uncontrolled discretion to first use such property, other than Materials, to pay debts, funeral, administration and legal expenses of RICHARD M. NIXON's estate, be paid over, transferred and delivered to the then acting Trustee or Trustees of that certain trust created under an 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 JOHN D. EHRLICHMAN, as Trustee, and referred to therein and hereafter in this Agreement of Trust as "The Patricia R. Nixon Trust", thereafter to be held, administered and disposed of as a part of The Patricia R. Nixon Trust and in accordance with all of the terms and provisions of the Agreement of Trust, including all amendments thereto, under which The Patricia R. Nixon Trust was created; and

(b) All other property held as part of PATRICIA R. NIXON's share (which will be Materials exclusively) shall continue to be held, administered and disposed of in accordance with all of the terms and provisions of this Agreement of Trust, provided, however, that as to any Materials held as part of her share, PATRICIA R. NIXON shall have the power, at any time and from time to time, by instrument or instruments in writing, duly acknowledged and delivered to the Trustee, to direct a sale or sales and payment of the net proceeds of such sale or sales to her or on her behalf of Materials then being held hereunder with a value not exceeding in the aggregate, in any calendar year, the sum of One Hundred Thousand Dollars (\$100,000.00), or

to direct that any part or all of the Materials held as part of her share be transferred and delivered to the then acting Trustee or Trustees of that certain trust created under an Agreement of Trust made and executed the same day as this Agreement of Trust by and between RICHARD M. NIXON, as Settlor and H. R. HALDEMAN, as Trustee, and referred to therein and hereafter in this Agreement of Trust as "The Irrevocable Literary Trust", to be held, administered and disposed of as a part of The Irrevocable Literary Trust and in accordance with all of the terms and provisions of the Agreement of Trust, including all amendments thereto made prior to and after the death of RICHARD M. NIXON, under which The Irrevocable Literary Trust was created, or if The Irrevocable Literary Trust shall not then be in existence or if transfers to it shall not, for any reason, qualify for the deduction allowable under Sections 170, 2055 and 2522 of the Internal Revenue Code of 1954, as amended, then either to the United States of America, by transfer exclusively for public purposes, either to the Administrator of General Services for deposit in any Presidential Library theretofore established or proposed, sub-

ject, however, to those restrictions, if any, imposed by the Trustee and agreeable to the Administrator of General Services as to their use (the categorizations and classifications of such Materials established pursuant to the terms of this Agreement of Trust to be the basis, where possible, for such restrictions), or otherwise or, with the consent of the Trustee, to any one or more corporations or trusts meeting the description which appears in Sections 170(c)(2), 2055(a)(2) and (3) and 2522(a)(2) of the Internal Revenue Code of 1954, as amended. The Trustee shall have the sole and absolute power to determine which Materials, other than those Materials which were the separate property of PATRICIA R. NIXON at the time they were transferred to the trust created hereunder, shall be sold or transferred pursuant to the written directions of PATRICIA R. NIXON, and any such determination made by the Trustee shall be final, binding and conclusive upon any and all persons, entities or institutions having any interest in the trust created hereunder, and the interests of all of such persons, entities or institutions are limited accordingly.

(2) If PATRICIA R. NIXON shall not then be

living, then all Materials held as part of such principal shall be transferred and delivered for charitable, educational, literary, scientific, or public purposes as provided in subparagraph (F) of this Article FIRST and the remainder of such principal shall be disposed of as follows:

(a) The Trustee shall have the power, in the Trustee's sole and uncontrolled discretion, to pay, out of such remainder, all debts, funeral, administration and legal expenses of RICHARD M. 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 RICHARD M. NIXON. In making any such payment, the Trustee is authorized to rely upon a certification from RICHARD M. 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.

(b) The balance of such remainder after

the payments, if any, under subsection (a), immediately preceding, of this subdivision (2) of this subparagraph (C) of this Article FIRST have been made, shall be paid over, transferred and delivered to the then acting Trustee or Trustees of The Patricia R. Nixon Trust, thereafter to be held, administered and disposed of as a part of the principal of The Patricia R. Nixon Trust and in accordance with all of the terms and provisions of the Agreement of Trust, including all amendments thereto, under which The Patricia R. Nixon Trust was created.

(D) Upon the death of PATRICIA R. NIXON, the principal of the trust created hereunder, which term shall be deemed to include any property added thereto under PATRICIA R. NIXON's Last Will and Testament, shall be disposed of as follows:

(1) If RICHARD M. NIXON shall then be living, such principal shall be divided into two separate shares, hereinafter referred to in this subdivision (1) of this subparagraph (D) as RICHARD M. NIXON's share and PATRICIA R. NIXON's share. PATRICIA R. NIXON's share, representing all of her separate property and her interest in the Settlers' community property, shall consist of (i) all Materials held hereunder which were PATRICIA R. NIXON's separate property

at the time they were transferred to the trust created hereunder, and (ii) Materials, selected out of all community property Materials held as part of the principal of the trust created hereunder, having an aggregate value, as finally determined for federal estate tax purposes, equal to the value of PATRICIA R. NIXON's gross estate as finally determined for federal estate tax purposes less:

(x) the aggregate amount of deductions actually allowed under Sections 2053 and 2054 of the Internal Revenue Code of 1954, as amended, in determining said PATRICIA R. NIXON's taxable estate for federal estate tax purposes, and

(y) the value, as finally determined for federal estate tax purposes, of those Materials held hereunder which were PATRICIA R. NIXON's separate property at the time they were transferred to the trust created hereunder.

RICHARD M. NIXON's share shall consist of all of the remaining property held as part of the principal of the trust created hereunder. The Trustee shall have the sole and absolute power to determine which Materials, other than those Materials which were the separate property of RICHARD M. NIXON or PATRICIA R. NIXON at the time they were transferred to the trust created hereunder, shall be allocated to the respective shares of RICHARD M. NIXON and PATRICIA R.

NIXON as aforesaid, and any such determination made by the Trustee shall be final, binding and conclusive upon any and all persons, entities or institutions having any interest in the trust created hereunder, and the interests of all such persons, entities or institutions are limited accordingly. PATRICIA R. NIXON's share, as so determined, shall then be transferred and delivered for charitable, educational, literary, scientific or public purposes as provided in subparagraph (F) of this Article FIRST. RICHARD M. NIXON's share shall, subject to the power hereby conferred upon the Trustee hereunder, in the Trustee's sole and uncontrolled discretion, to pay therefrom all debts, funeral, administration, and legal expenses of PATRICIA R. NIXON's estate, continue to be held, administered and disposed of in accordance with all of the terms and provisions of this Agreement of Trust.

(2) If RICHARD M. NIXON shall not then be living, then so much or all of the Materials then held hereunder as PATRICIA R. NIXON shall, by express reference to this power, specify in her Last Will and Testament duly admitted to probate or duly established, shall be sold by the Trustee, and the net proceeds of any such sale directed by PATRICIA R. NIXON shall be paid over, transferred and delivered to and among such of the Settlers' issue, 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 her Last Will and Testament duly admitted to probate or duly established. If PATRICIA R. NIXON shall fail to exercise the limited power herein granted to her to direct a sale of Materials and distributions of the net proceeds of such sale, or if her exercise thereof shall be ineffective or invalid, or if she shall only partially exercise said limited power, or if her exercise thereof shall be partially ineffective or invalid, then, upon the death of PATRICIA R. NIXON, the Materials then held hereunder, or so much thereof as then remain and shall not have been validly and effectively disposed of by PATRICIA R. NIXON in exercise of said limited power as aforesaid, shall be transferred and delivered for charitable, educational, literary, scientific or public purposes as provided in subparagraph (F) of this Article FIRST.

(E) If the Settlers shall die in or as the immediate result of a common accident or disaster then, without regard as to who survived the other, each shall be deemed to have survived the other for the purpose of disposing of his or her interest in their community property and in any other property, including his or her separate property, held as part of the principal of the trust created hereunder,

and all of such property shall be disposed of as follows:

(1) All Materials shall be transferred and delivered for charitable, educational, literary, scientific or public purposes as provided in subparagraph (F) of this Article FIRST.

(2) All property, other than Materials, shall be disposed of as follows:

(a) The Trustee shall have the power, in the Trustee's sole and uncontrolled discretion, to pay, out of such property, other than Materials, all debts, funeral, administration and legal expenses of the Settlers' estates 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 Settlers' deaths. In making any such payment, the Trustee is authorized to rely upon a certification from the Settlers' 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.

(b) The balance of such property, other than Materials, remaining after the payments directed under

subsection (a), immediately preceding, of this subdivision (2) of this subparagraph (E) of this Article FIRST shall be paid over, transferred and delivered to the then acting Trustee or Trustees of The Patricia R. Nixon Trust, thereafter to be held, administered and disposed of as a part of The Patricia R. Nixon Trust and in accordance with all of the terms and provisions of the Agreement of Trust, including all amendments thereto, under which The Patricia R. Nixon Trust was created.

(F) Any Materials directed, under the provisions of subparagraphs (C), (D) or (E) of this Article FIRST, to be disposed of in accordance with the provisions of this subparagraph (F), shall be transferred and delivered to the then acting Trustee or Trustees of The Irrevocable Literary Trust, thereafter to be held, administered and disposed of as a part of The Irrevocable Literary Trust in accordance with all of the terms and provisions of the Agreement of Trust, including all amendments thereto made prior to and after the death of RICHARD M. NIXON, under which The Irrevocable Literary Trust was created, provided, that, if The Irrevocable Literary Trust shall not then be in existence or if transfers to it shall not, for any reason,

qualify for the deduction allowable under Section 2055 of the Internal Revenue Code of 1954, as amended, then such Materials shall not be transferred and delivered as aforesaid, but instead shall be transferred and delivered either to the United States of America, by transfer exclusively for public purposes, either to the Administrator of General Services for deposit in any Presidential Library theretofore established or proposed, subject, however, to those restrictions, if any, imposed by the Trustee or Trustees then acting under this Agreement of Trust and agreeable to the Administrator of General Services as to their use (the categorizations and classifications of such Materials established pursuant to the terms of this Agreement of Trust to be the basis, where possible, for such restrictions), or otherwise, or to any one or more corporations or trusts meeting the description which appears in Section 2055(a)(2) or (3) of the Internal Revenue Code of 1954, as amended, as the Trustee, in the sole and absolute discretion of such Trustee, shall select. During the period following the death of the first Settlor to die and until the Materials required under subparagraph (C) or subparagraph (D), as the case may be, of this Article FIRST are transferred and delivered to the then acting Trustee or Trustees of The Irrevocable Literary Trust or as otherwise provided in this

subparagraph (F), and following the death of the surviving Settlor or the deaths of both Settlers in or as the immediate result of a common accident or disaster, the Materials required to be disposed of as provided in this subparagraph (F), shall be held, managed and, if necessary, distributed, in a manner so as not to subject the trust created hereunder to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, as amended, and in no event shall such Materials be held or used for profit. Also, no substantial part of the activities of the Trustee, in connection with the Trustee's holding and managing such Materials during such period, shall consist of carrying on propaganda, or influencing or attempting to influence legislation; and the Trustee shall not, in holding and managing such Materials, participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. In addition, the Trustee in holding and managing such Materials during such period, shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, as amended, nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, as amended, nor make any investments in such manner as to incur a tax liability under Section 4944 of the Internal

Revenue Code of 1954, as amended, nor make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, as amended.

SECOND: The Settlers and each of them shall have the right at any time and from time to time during the continued existence of the trust created hereunder, to add property to the trust created under this Agreement either by deed, assignment or other conveyance executed during their, his or her 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. Any such property thus added to and made a part of the trust created under this Agreement shall be held by the Trustee subject to and in accordance with all of the terms and provisions of this Agreement of Trust.

THIRD: In so far as it may be permissible by law so to provide, no beneficiary of any trust created under this Agreement shall under any circumstances have any power of alienation, either voluntary or involuntary, of any of the property at any time constituting any part of said trust, or any income or profits arising or to arise therefrom or any part thereof, prior to the actual receipt thereof by such beneficiary; nor shall any such beneficiary have any power to encumber the prin-

principal of said trust or any part thereof, or to encumber or anticipate the income and profits therefrom or any part thereof; nor shall any such beneficiary have any control of said income or profits, or any part thereof, until after the actual receipt thereof by such beneficiary; and neither the principal of said trust nor any income arising therefrom shall ever at any time be subject to the claims of creditors of any such beneficiary, or of the spouse, if any, of any such beneficiary.

FOURTH: It is, in the opinion of the Settlers, desirable that the administration of the trust created under this Agreement of Trust and the administration of their estates be coordinated to the fullest extent possible. Therefore, the Trustee at any time acting hereunder is empowered and authorized to purchase property from, to lend money to, or otherwise to deal with the Executor or Executors or the administrator or administrators of the Settlers' estates on such terms and conditions as shall be deemed advisable, and the propriety of any transaction or transactions to which the said Trustee and the Executor or Executors or administrator or administrators of the Settlers' estates may be parties, or in which they may be interested, shall not in any way be affected by the fact that the Executor or Executors or administrator or administrators may be a Trustee hereunder at the time such

transactions take place. The foregoing powers shall not, however, be applicable with respect to any Materials held as part of the principal of the trust created hereunder. It is the Settlers' desire that said Trustee and the Executor or Executors or the administrator or administrators of their estates shall cooperate in every way to facilitate the prompt completion of the administration of their probate estates and the carrying out of the purposes of this Agreement of Trust, and, accordingly, said Trustee is hereby authorized and empowered to do or perform any and all acts deemed necessary in order to carry out the Settlers' expressions of intention as herein set forth.

FIFTH: Notwithstanding any provision of this Agreement of Trust to the contrary, neither the Trustee, nor any successor Trustee hereunder shall, during the joint lives of the Settlers, have any powers more extensive than those possessed by a husband under Sections 5125 and 5127 of the California Civil Code over any community property of the Settlers that is subject to the terms of this Agreement of Trust, except as to any property described in Section 5124 of the California Civil Code which is subject to the terms of this Agreement of Trust, respecting which latter property the Trustee's powers shall be no more extensive than those possessed by a wife under said Section 5124 of the California Civil Code. RICHARD M. NIXON, as long as he shall be acting as a

Trustee hereunder, and any successor Trustee or Trustees at any time acting hereunder during RICHARD M. NIXON's lifetime, with express written authorization from RICHARD M. NIXON, shall have the power to sell, either by private contract or at public auction, grant options in respect of, exchange, mortgage or lease for any term of years, or otherwise dispose of any or all Materials held hereunder, for such consideration, whether for cash or upon credit or partly for cash and partly upon credit, and upon such other terms and conditions as deemed proper, and to make, execute, acknowledge and deliver any and all deeds, leases, assignments, mortgages or other instruments, and to do all acts deemed necessary and proper to effectuate or in connection with any such disposition of Materials; and in no case shall any purchaser of property from such Trustee or other persons dealing with such Trustee be bound to see to the application of the purchase money or other property or fund under any of the provisions of this Agreement. The foregoing powers relating to Materials shall, after the death of PATRICIA R. NIXON with RICHARD M. NIXON surviving, be subject to full performance of the directions contained in subparagraph (D) of Article FIRST of this Agreement relating to the disposition, upon PATRICIA R. NIXON's death, of a portion of the Materials held hereunder for charitable, educational, literary or public purposes. No successor Trustee hereunder shall, after the death of RICHARD M. NIXON, have any power to sell, lease or borrow

against the security of any Materials held as part of the principal of the trust created hereunder, except as expressly provided in subparagraphs (C) and (D) of Article FIRST of this Agreement of Trust. Subject to the foregoing, the Trustee at any time acting hereunder, including any additional or successor Trustee or Trustees appointed under the provisions hereof, in addition to any power conferred upon the Trustee under any other paragraph of this Agreement of Trust and in addition to general power or authority which such Trustee would otherwise possess by law, is hereby given full power and authority:

(A) As to any property, other than Materials, at any time held as part of the principal of the trust created hereunder:

(1) To sell, either by private contract or at public auction, grant options in respect of, exchange, mortgage or lease for any term of years, or otherwise dispose of any or all of the trust funds, whether real or personal, of whatsoever nature or kind and wheresoever the same may be situated, for such consideration, whether for cash or upon credit or partly for cash and partly upon credit, and upon such other terms and conditions as deemed proper, and to make, execute, acknowledge and deliver any and all deeds, leases, assignments, mortgages or other instruments, and to do all acts deemed necessary and proper to effectuate or in connection with any such disposition of the trust funds; and in no case shall any purchaser of property from the Trustee or other persons dealing with the Trustee be bound to see to the application of the purchase money or other property or fund under any of the provisions of this Agreement;

(2) To manage, operate, repair, improve, mortgage or lease (whether for a period longer or shorter than ten years and whether expiring before or after the termination of any trust created hereunder) any real estate, whether improved or unimproved, forming a part of the trust funds;

(3) To adjust, compromise, compound and settle any and all claims, debts or obligations due to or from the trust funds to such extent and upon such terms and conditions as the Trustee may deem advisable without first bringing against the claimant or compelling the claimant to bring any action at law, suit in equity, or any other legal proceeding to establish any such claims, and to reduce the rate of interest on, to extend or otherwise modify, or to foreclose upon default or otherwise enforce or to abstain from the enforcement of any such right, claim, debt or obligation, and to abandon, if deemed advisable, any property, real or personal, constituting a part of the trust funds; to execute and deliver to the federal or any state or other taxing authorities instruments waiving any statutory or other time limitations as to any tax matters in any way relating to the trust funds; and to execute all agreements, deeds, releases or other documents necessary or proper in connection with any adjustment, compromise, compounding, settlement or waiver, and said Trustee shall not be held responsible for any losses which may occur to the trust funds by reason thereof;

(4) To submit to final arbitration any matter of difference with others;

(5) To borrow money upon the security of the trust funds or any part thereof for any purpose or purposes deemed necessary or proper for the management thereof, including, but without limitation, the purchase of securities or other property for the account of the trust; and this power to borrow money shall include the power to borrow from any corporate Trustee at any time acting hereunder, on terms no less favorable as to security, interest or

other matters related to such borrowing, than those made available by it to borrowers generally who or which have credit standing comparable to that of the said trust, and such corporate Trustee shall in no event be penalized in any way on account of such borrowing, whether by reason of self-dealing or otherwise; and it is hereby provided that the said Trustee shall, notwithstanding any rule of law to the contrary, have the power to maintain a margin account or accounts and to make such pledges of and other undertakings with respect to assets of the trust as shall in the judgment of the Trustee be advisable in connection with the establishment and maintenance of such account or accounts;

(6) To continue the trust funds invested in such stocks, bonds or other securities and property delivered to the Trustee upon the execution of this Agreement or hereafter acquired from any additions to the trust funds, without any requirement for diversification and including the carrying on of any business, joint venture or enterprise in which the funds represented by such stocks, bonds and other securities or property may be invested at the time the same are received;

(7) To invest and reinvest all or any part of the trust funds in such manner and in such securities and other property, real or personal, as deemed advisable, without being limited in such investments to that property or those securities which otherwise would alone be lawful for trustees' investments under any laws applicable thereto, and without being required to diversify such investments in any manner whatsoever; without in any way limiting the power of investment and reinvestment herein conferred upon the Trustee, the Settlers direct that the foregoing provisions should be construed to include a power to invest in securities of any kind of corporation commonly known as an investment trust company or mutual fund;

(8) To vote in person or by proxy any shares of stock in any corporation constituting a part of the trust funds at any meeting

of the stockholders of such corporation, to deposit any stocks, bonds or other securities with any committee under any plan of reorganization, recapitalization or readjustment of any corporation, and generally, as to any shares of stock, bonds, scrip or other securities which may at any time form a part of the trust funds, to enjoy the same powers under ordinary conditions and also in the case of a merger, lease, consolidation or reorganization, readjustment or recapitalization, sale of assets or other corporate action as might be exercised by an individual owner who is under no trust obligation, including the acceptance and holding thereafter of any securities which may be issued as a result of such corporate action;

(9) To vote for an individual Trustee, or for any officer or employee of a corporate Trustee, or for either of them to be a director or an officer of any corporation in which the trust funds may be interested, or to be a member of any committee related in any way to such corporation, and any Trustee or officer or employee of any corporate Trustee may serve as such director, officer or committee member, and receive proper remuneration for such services, and may exercise free and untrammelled discretion with respect to all matters concerning the affairs of such corporation, and no Trustee or officer or employee of a corporate Trustee so acting as a director or officer or as a member of such committee shall be accountable for his acts as such to any person interested in the trust funds;

(10) To accept or substitute any stocks, bonds, scrip or other securities in exchange for any securities which may at any time constitute any part of the trust funds, and to exercise any powers incidental to any such acceptance or substitution; to pay all assessments, subscriptions or other sums of money for the protection of the Trustee's interests as holder of any stocks, bonds or other securities, and to exercise any

option contained in any stocks, bonds or other securities for the conversion of the same into other securities, and thereafter to hold any securities thus received;

(11) To cause to be registered in the name of the Trustee hereunder any securities which may from time to time comprise the trust funds, or to take and keep them unregistered, and to retain them or any part thereof in such condition that they will pass by delivery; and to hold securities or other property in the Trustee's own name or in the name of a nominee without disclosing any fiduciary relationship;

(12) To pay out of principal or income any and all claims or demands which properly may become payable from time to time against the trust funds, and the Trustee's allocation of any such charges against principal or income or partly against principal and partly against income shall be final and conclusive and binding upon all persons interested in the trust funds, and the Trustee's discretion in making the same shall not be questioned;

(13) In case of securities taken or purchased at a premium, not to be bound to set apart any portion of the income as a sinking fund to restore or absorb such premium, but the same may be done if deemed desirable;

(14) With respect to any and all stocks and bonds at any time delivered to the Trustee by the Settlers to treat as income any dividends (except liquidating dividends) declared but not yet paid on any such stocks and any and all interest accrued on any bonds, at the time of delivery of such stocks, bonds or other securities to the Trustee by the Settlers; and during the term of administration of each trust created hereunder, to treat as income any and all cash dividends (whether of the kind sometimes described as "ordinary dividends" or "extra-ordinary dividends") except liquidating dividends, and to treat as principal (a) all

liquidating dividends and (b) all distributions made in the shares of the corporation making the same, whether in the form of a stock split or a stock dividend or otherwise, and (c) all warrants, and (d) all dividends or distributions made in the stock of a corporation other than the one declaring the same, and (e) any and all distributions made other than from ordinary income by any investment trust company, mutual fund or real estate investment trust; and in connection therewith, to determine, in the Trustee's discretion, whether any cash dividend is or is not a liquidating dividend; and to retain or distribute all such dividends accordingly as herein provided;

(15) To allocate between principal and income any and all rents from leaseholds and any dividends or other distributions in respect of any stock of oil, gas, mining or lumber companies, and any and all distributions in respect of the kind of property ordinarily known as a wasting investment, constituting a part of the trust fund at any time, in such manner that there shall be allocated to income only ordinary income and there shall be allocated to principal any amounts representing depreciation, depletion, reserve, or other adjustments which are necessary or proper to insure the preservation as principal of the capital invested in such stock or property;

(16) To effect the division of the principal of the trust funds or to distribute the same either in kind or in money or partly in kind and partly in money, and for the purpose of such allotment the judgment of the Trustee concerning the propriety thereof and the form of such division or distribution and the relative values for the purpose of such division or distribution of the securities or the real or personal property so allotted shall be binding and conclusive on all persons interested under this Agreement;

(17) To delegate the power and discretions,

or any of them, to any one or more of the other Trustee, with further power to revoke any such delegations, and further, to appoint from time to time, in the Trustee's discretion, an agent or agents for the purpose of performing any act which the Trustee is authorized, empowered or directed to do, whether or not such act may require discretion on the part of such agent or agents, and the acts of any such duly appointed agent or agents shall in all respects be as lawful and binding upon the trusts as if performed by the Trustee and the Trustee shall not be personally liable to any beneficiary hereunder or to any other person by reason of any act done or omitted by the agent or agents so appointed, whether such act required discretion on the part of such agent or agents or involved a delegation of discretion by the Trustee;

(18) To commingle the assets of all or any of the foregoing trust funds the one with the other so that any one of said trust funds may consist in whole or in part of an undivided share or shares in assets, the remaining undivided share or shares in which constitute the whole or a part of any other trust fund, and to substitute at any time and from time to time any investment or asset constituting a part or the whole of any trust fund for any investment or asset constituting a part or the whole of any other trust fund;

(19) So long as there shall be no corporate Trustee acting under this Agreement, to employ or retain any bank, corporation or other institution to act as custodian of the assets of the trust created hereunder, and to permit said bank, corporation or institution to hold said assets in its name, or in the name of its nominee, and to pay to said bank, corporation and/or institution its charges for acting as such custodian, and to charge the same against principal or income as the Trustee in the Trustee's discretion, shall determine, and the Trustee shall be entitled to reimbursement for the same and for such necessary and proper

charges and expenses as may be incurred in connection therewith. Any such bank, corporation or institution which acts as such custodian shall not be liable or responsible in any way to any person interested in the trust created under this Agreement, for any act performed by it in accordance with the instructions of the Trustee, or of any of the Trustee's duly appointed agents; and

(20) To employ any firm of which any individual Trustee may be a partner or with which any individual Trustee may be associated and any corporation of which any individual Trustee may be a director, officer, stockholder, employee or in any way interested, and to pay to any such firm or corporation such fees, commissions, compensation and/or remuneration for services rendered from principal or income as the Trustee may deem proper; and to purchase and/or sell any real and/or personal property, stocks, bonds and other securities or property from, to or through any firm or corporation acting as a principal without regard to the fact that such corporation is a Trustee or that an individual Trustee may be a partner of such firm or may be associated with such firm, or may be a director, officer, stockholder, employee of or in any way interested in such corporation, and, in the case of any such sale or purchase, to accept such sales price, in the case of a sale, or to pay such purchase price, in the case of a purchase, as the Trustee may deem proper.

(B) As to any Materials and any other property at any time held as part of the principal of the trust created hereunder:

Without in any way affecting the right of any Trustee to act as such fiduciary or to receive compensation for so doing, to employ counsel, investment advisors, brokers, accountants, clerks, secretaries, assistants and agents, and to pay from income and/or principal reasonable compensation therefor.

(C) As to any Materials at any time held as part of the principal of the trust created hereunder:

(1) To adjust, compromise, compound and

settle any and all claims or disputes relating to any Materials held hereunder to such extent and upon such terms and conditions as the Trustee may deem advisable without first bringing against the claimant or compelling the claimant to bring any action at law, suit in equity, or any other legal proceeding to establish any such claims, to execute and deliver to the federal or any state or other taxing authorities instruments waiving any statutory or other time limitations as to any tax matters in any way relating to any Materials held hereunder and to execute all agreements, deeds, releases or other documents necessary or proper in connection with any adjustment, compromise, compounding, settlement or waiver, and said Trustee shall not be held responsible for any losses which may occur to the trust created hereunder by reason thereof;

(2) To submit to final arbitration any matter of difference with others;

(3) To retain any Materials delivered to the Trustee upon the execution of this Agreement or hereafter acquired from any additions to the trust created hereunder, without requirement for making the same produce any income; and

(4) To delegate the power and discretions, or any of them, to any other Trustee or Trustees, with further power to revoke any such delegations, and further, to appoint from time to time, in the Trustee's discretion, an agent or agents for the purpose of performing any act which the Trustee is authorized, empowered or directed to do, whether or not such act may require discretion on the part of such agent or agents, and the acts of any such duly appointed agent or agents shall in all respects be as lawful and binding upon the trust created hereunder as if performed by the Trustee and the Trustee shall not be personally liable to any beneficiary hereunder or to any other person by reason of any act done or omitted by the agent or agents so appointed, whether such act required discretion on the part of such agent

or agents or involved a delegation of discretion by the Trustee.

SIXTH: A majority of the Trustees at any time acting hereunder or, if there shall only be one Trustee then acting hereunder, such sole Trustee, shall have the power at any time and from time to time (i) to appoint an additional or successor Trustee or additional or successor Trustees to act hereunder, such appointment or appointments to take effect immediately or upon the happening of any future event specified in the instrument or instruments by which the same is or are made, (ii) to remove any Trustee or Trustees at any time acting hereunder, and (iii) to revoke any contingent appointment of any additional or successor Trustee made in accordance with the provisions hereof. RICHARD M. NIXON, regardless of whether or not he may be acting as a Trustee hereunder, shall have the power to remove any Trustee or Trustees at any time acting hereunder, to revoke any contingent appointment of a successor or an additional Trustee made by a majority of the Trustees or the sole Trustee acting hereunder, and, in his discretion, to appoint a successor Trustee or Trustees to act in the place and stead of the Trustee or Trustees so removed or whose contingent appointment has been revoked, or an additional Trustee or additional Trustees to act hereunder. In no event shall there ever be more than five Trustees acting hereunder at any one time and, if three or more Trustees shall at any time be acting hereunder,

one of said Trustees may be designated, by a majority vote of the then acting Trustees, as Chairman of the Board of Trustees, said Chairman to have an equal vote with the remaining Trustees but to have general administrative control over the actions of the Trustees hereunder. Each appointment of an additional or successor Trustee hereunder, and any revocation of a contingent appointment, shall be made by an instrument in writing, bearing the signature of the person or persons authorized to make such appointment or revocation of a contingent appointment. Each additional or successor Trustee so appointed shall accept his or her appointment by an instrument in writing, wherein he or she agrees to perform all the duties of said office and to be bound by all of the terms and covenants of this Agreement of Trust. Except as expressly herein provided, each additional or successor Trustee appointed pursuant to this Article SIXTH shall have all of the rights, powers, privileges, duties, exemptions and discretions conferred upon the original Trustee under any of the provisions of this Agreement of Trust.

SEVENTH: During RICHARD M. NIXON's life, the original Trustee named in this Agreement of Trust shall not be entitled to receive any commissions and/or compensation for acting as a Trustee hereunder. From and after RICHARD M. NIXON's death, said original Trustee, if he shall still be acting as a Trustee hereunder, shall be entitled to receive such commissions or

compensation as shall be allowable by statute or custom to a Trustee of an inter vivos trust under the law of the State of California, as the same shall from time to time be in force and effect, and at the times and intervals provided by statute or custom. Any additional or successor Trustee appointed pursuant to the provisions of Article SIXTH of this Agreement shall be entitled to receive such commissions or compensation as shall be specified in the instrument appointing such successor or additional Trustee. In no event shall any Materials be sold, however, for the purpose of paying such commissions and/or compensation to any Trustee at any time acting hereunder but such commissions and/or compensation shall be payable only from other property from time to time held under this Agreement of Trust.

EIGHTH: No Trustee acting hereunder, whether named herein or appointed pursuant to any of the provisions hereof, shall be required to give or file any bond or other security for the faithful performance of his or her duties as such Trustee in any jurisdiction whatsoever.

NINTH: Any Trustee acting hereunder may resign and be discharged from the trust and obligations hereunder by giving written notice, duly executed and acknowledged, of his or her resignation to RICHARD M. NIXON, if he shall then be living, and to the other Trustees or Trustee then acting

hereunder.

TENTH: No Trustee acting hereunder shall be responsible for any error of judgment or mistake of fact or law, and shall be fully protected for any action taken in good faith, in accordance with the advice of counsel, or in reliance thereon. No Trustee acting hereunder shall be responsible for the act, default or omission of any other Trustee, nor for the default or misconduct of any agent or attorney appointed by the Trustee or Trustees, or any of them. Each Trustee shall be liable only for his or her own willful misconduct or gross negligence.

ELEVENTH: The original Trustee, and any successor Trustee or Trustees at any time acting hereunder, may from time to time and upon the termination or division of the trust created hereunder, or upon his, her or their resignation or removal, render an account of his, her or their proceedings (or the legal representative of any deceased Trustee may render an account of the proceedings of his, her or its decedent) from the date of the last account to the date of said account or the termination or division of such trust or of such resignation, removal or death. In lieu of a judicial accounting such account may be rendered to the Settlers, during their joint lives, or to the surviving Settlor and/or to the Trustee or Trustees of any trust or trusts or to any entity or entities or institution or

institutions to which any portion of the principal of such trust is distributable or distributed, and if said account is approved in writing by the Settlers, the surviving Settlor and/or such Trustee or Trustees or entity or entities or institution or institutions, as the case may be, such approval shall be final, binding and conclusive upon all persons, trusts, entities or institutions who may then or thereafter have an interest in the trust created hereunder.

TWELFTH: Wherever in this Agreement of Trust any reference is made by number and letter symbols to any provisions of the Internal Revenue Code of 1954, as amended, such reference shall be construed to refer to any successor provision similar in import to the one referred to herein, even though referred to by other number and letter symbols in a succeeding Tax Law of the United States.

THIRTEENTH: This Agreement of Trust, or any of the provisions hereof, may be revoked, altered, amended or otherwise changed, other property may be substituted for any property which may at any time be held hereunder, and any property held hereunder may be withdrawn from the principal of the trust created hereunder, as follows:

(A) During the Settlers' joint lives, as to any community property at any time transferred to the trust created hereunder, by both of the Settlers, act-

ing jointly;

(B) During the Settlers' joint lives, as to any property, other than community property, at any time transferred to the trust created hereunder, by either of the Settlers;

(C) After the death of RICHARD M. NIXON, if PATRICIA R. NIXON shall survive him as to any of PATRICIA R. NIXON's separate property at any time transferred to the trust created hereunder, by PATRICIA R. NIXON alone; and

(D) After the death of PATRICIA R. NIXON, if RICHARD M. NIXON shall survive her, as to all property at any time transferred to the trust created hereunder, by RICHARD M. NIXON alone, subject, however, to full performance of the directions contained in subparagraph (D) of Article FIRST of this Agreement of Trust relating to the disposition, upon the death of PATRICIA R. NIXON, of a portion of the Materials held hereunder for charitable, educational, literary, scientific or public purposes.

Except as aforesaid, this Agreement of Trust and the trust created hereunder shall be irrevocable.

FOURTEENTH: The Settlers and the first Trustee hereunder are domiciled in the State of California. Accordingly, all questions pertaining to the construction, regulation, validity

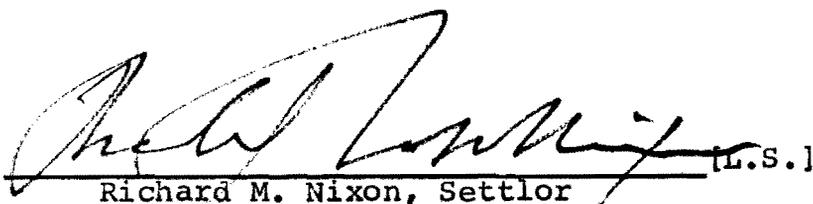
and effect of this Agreement of Trust and/or of the trust created hereunder shall, during the entire term thereof, be determined in accordance with the law of the State of California.

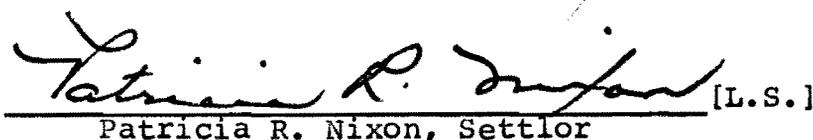
FIFTEENTH: Should any provision of this Agreement of Trust be or become invalid or unenforceable, the remaining provisions hereof shall be and shall continue to be fully effective and enforceable.

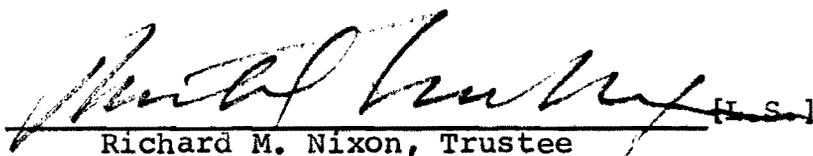
SIXTEENTH: All powers of administration granted under this Agreement shall be exercisable only in a fiduciary capacity.

SEVENTEENTH: The Trustee, by joining in the execution of this Agreement of Trust, signifies his acceptance of the trust.

IN WITNESS WHEREOF, RICHARD M. NIXON and PATRICIA R. NIXON have hereunto set their hands and seals the day and year first above written.

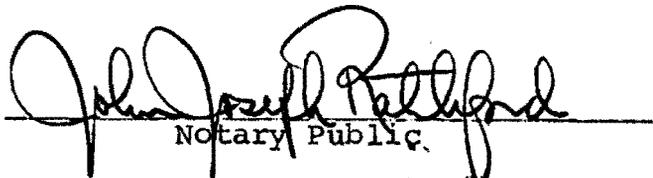

Richard M. Nixon, Settlor [L.S.]


Patricia R. Nixon, Settlor [L.S.]


Richard M. Nixon, Trustee [L.S.]

~~STATE OF~~ *District of Columbia* ss.:
~~COUNTY OF~~

On the *21st* day of *August*, 1972, before me personally appeared RICHARD M. NIXON and PATRICIA R. NIXON, to me known and known to me to be the persons described in and who executed the foregoing Agreement of Trust, and they duly acknowledged to me that they executed the same.


Notary Public
My Commission Expires May 31, 1973

SCHEDULE A

Attached to and made a part of that certain Agreement of Trust made and executed the 17th day of August, 1972, at Washington, D.C., by and between RICHARD M. NIXON and PATRICIA R. NIXON, as Settlers, and said RICHARD M. NIXON, as Trustee.

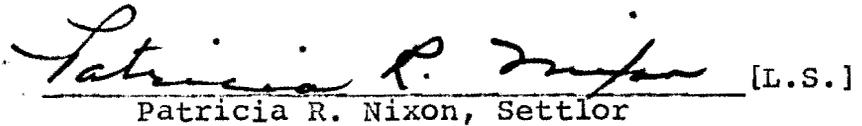
Inventory of Presidential & Pre-Presidential Pages

1 Tab A through Tab F

2 Tab A through Tab C


[L.S.]

Richard M. Nixon, Settlor


[L.S.]

Patricia R. Nixon, Settlor


[L.S.]

Richard M. Nixon, Trustee