

CASH FLOW MODELING

Client Name: GAW with \$48M Meeting Date: May 1, 2015

INPUTS	
Total Trust Assets	\$48,750,000
Effective Discount Rate	5.00%
Total Value of Trust Assets after any discount	\$46,312,500
Total Gift (must be >10%)	\$4,700,000
Total Sale	\$41,612,500
Anticipated Growth Rate of Assets	5.00%
Anticipated Growth Rate of Cash Flow	2.00%
Note Interest Rate	2.30%
Minimum Interest Payment*	\$957,088
Annual Net Cash Flow Available for Distribution	\$1,500,000
Surplus (available to pay principal or distribute to beneficiary)	\$542,913

Percentage of Surplus used to pay down Principal*	100.00%
Amount	\$542,913
Percentage of Surplus Paid to Beneficiary*	0.00%
Amount	\$0
Percentage of Surplus Left in Trust	0.00%
Amount	\$0
ESTATE TAX RATE	40.00%
CLIENT EXEMPTION USED IN PRIOR PERIODS	\$0
CLIENT MARRIED (Y/N)	Y

**Noteholder will receive the minimum interest payment and the specified percentage of surplus as a principal payment. Beneficiary receives the specified percentage of surplus as a beneficiary. The rest stays and grows in trust. These percentages are modified by client and counsel each year.*

GST TAX RATE	40.00%
Approximate year of children's death	2060
Potential GST Savings at Children's Death	\$183,968,035
Approximate year of grandchildren's death	2090
Potential GST Savings at Grandchildren's Death	\$795,099,244

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NOTE AMORTIZATION SCHEDULE			
End of Year	Amount Owing on Note (includable in estate)	Total Value of Assets in Trust (not subject to estate tax)	Amounts Paid to Noteholder and to Beneficiary each year (non-cumulative)
1	\$41,069,588	\$51,187,500	\$1,500,000
2	\$40,484,188	\$53,746,875	\$1,530,000
3	\$39,854,724	\$56,434,219	\$1,560,600
4	\$39,179,571	\$59,255,930	\$1,591,812
5	\$38,457,053	\$62,218,726	\$1,623,648
6	\$37,685,444	\$65,329,662	\$1,656,121
7	\$36,862,965	\$68,596,146	\$1,689,244
8	\$35,987,785	\$72,025,953	\$1,723,029
9	\$35,058,015	\$75,627,251	\$1,757,489
10	\$34,071,711	\$79,408,613	\$1,792,639
11	\$33,026,868	\$83,379,044	\$1,828,492
12	\$31,921,425	\$87,547,996	\$1,865,061
13	\$30,753,255	\$91,925,396	\$1,902,363
14	\$29,520,170	\$96,521,665	\$1,940,410
15	\$28,219,916	\$101,347,749	\$1,979,218
16	\$26,850,171	\$106,415,136	\$2,018,803
17	\$25,408,547	\$111,735,893	\$2,059,179
18	\$23,892,581	\$117,322,688	\$2,100,362
19	\$22,299,741	\$123,188,822	\$2,142,369
20	\$20,627,418	\$129,348,263	\$2,185,217
21	\$18,872,928	\$135,815,676	\$2,228,921
22	\$17,033,506	\$142,606,460	\$2,273,500
23	\$15,106,307	\$149,736,783	\$2,318,970
24	\$13,088,403	\$157,223,622	\$2,365,349
25	\$10,976,780	\$165,084,803	\$2,412,656
26	\$8,768,337	\$173,339,044	\$2,460,909
27	\$6,459,882	\$182,005,996	\$2,510,127
28	\$4,048,129	\$191,106,295	\$2,560,330
29	\$1,529,700	\$200,661,610	\$2,611,536
30	\$0	\$211,793,575	\$1,564,883
31	\$0	\$225,100,296	\$0
32	\$0	\$239,126,694	\$0
33	\$0	\$253,909,839	\$0
34	\$0	\$269,488,678	\$0
35	\$0	\$285,904,126	\$0
36	\$0	\$303,199,167	\$0
37	\$0	\$321,418,956	\$0
38	\$0	\$340,610,932	\$0
39	\$0	\$360,824,927	\$0
40	\$0	\$382,113,290	\$0

TAX CONSEQUENCE		
Potential Estate Tax Without Planning	Potential Estate Tax with Planning	Estate Tax Savings
\$16,203,000	\$14,035,835	\$2,167,165
\$17,226,750	\$13,801,675	\$3,425,075
\$18,301,688	\$13,549,890	\$4,751,798
\$19,430,372	\$13,279,828	\$6,150,543
\$20,615,490	\$12,990,821	\$7,624,669
\$21,859,865	\$12,682,178	\$9,177,687
\$23,166,458	\$12,353,186	\$10,813,272
\$24,538,381	\$12,003,114	\$12,535,267
\$25,978,900	\$11,631,206	\$14,347,694
\$27,491,445	\$11,236,684	\$16,254,761
\$29,079,617	\$10,818,747	\$18,260,870
\$30,747,198	\$10,376,570	\$20,370,628
\$32,498,158	\$9,909,302	\$22,588,856
\$34,336,666	\$9,416,068	\$24,920,598
\$36,267,099	\$8,895,966	\$27,371,133
\$38,294,054	\$8,348,068	\$29,945,986
\$40,422,357	\$7,771,419	\$32,650,939
\$42,657,075	\$7,165,032	\$35,492,043
\$45,003,529	\$6,527,896	\$38,475,632
\$47,467,305	\$5,858,967	\$41,608,338
\$50,054,271	\$5,157,171	\$44,897,099
\$52,770,584	\$4,421,402	\$48,349,182
\$55,622,713	\$3,650,523	\$51,972,191
\$58,617,449	\$2,843,361	\$55,774,088
\$61,761,921	\$1,998,712	\$59,763,209
\$65,063,617	\$1,115,335	\$63,948,282
\$68,530,398	\$191,953	\$68,338,446
\$72,170,518	\$0	\$72,170,518
\$75,992,644	\$0	\$75,992,644
\$80,005,876	\$0	\$80,005,876
\$84,219,770	\$0	\$84,219,770
\$88,644,359	\$0	\$88,644,359
\$93,290,177	\$0	\$93,290,177
\$98,168,285	\$0	\$98,168,285
\$103,290,300	\$0	\$103,290,300
\$108,668,415	\$0	\$108,668,415
\$114,315,435	\$0	\$114,315,435
\$120,244,807	\$0	\$120,244,807
\$126,470,648	\$0	\$126,470,648
\$133,007,780	\$0	\$133,007,780

CASH FLOW MODELING

Client Name: GAW with \$22M Meeting Date: May 1, 2015

INPUTS	
Total Trust Assets	\$22,105,263
Effective Discount Rate	5.00%
Total Value of Trust Assets after any discount	\$21,000,000
Total Gift (must be >10%)	\$2,100,000
Total Sale	\$18,900,000
Anticipated Growth Rate of Assets	5.00%
Anticipated Growth Rate of Cash Flow	2.00%
Note Interest Rate	2.30%
Minimum Interest Payment*	\$434,700
Annual Net Cash Flow Available for Distribution	\$750,000
Surplus (available to pay principal or distribute to beneficiary)	\$315,300

Percentage of Surplus used to pay down Principal*	100.00%
Amount	\$315,300
Percentage of Surplus Paid to Beneficiary*	0.00%
Amount	\$0
Percentage of Surplus Left in Trust	0.00%
Amount	\$0
ESTATE TAX RATE	40.00%
CLIENT EXEMPTION USED IN PRIOR PERIODS	\$0
CLIENT MARRIED (Y/N)	Y

**Noteholder will receive the minimum interest payment and the specified percentage of surplus as a principal payment. Beneficiary receives the specified percentage of surplus as a beneficiary. The rest stays and grows in trust. These percentages are modified by client and counsel each year.*

GST TAX RATE	40.00%
Approximate year of children's death	2060
Potential GST Savings at Children's Death	\$83,418,704
Approximate year of grandchildren's death	2090
Potential GST Savings at Grandchildren's Death	\$360,530,831

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NOTE AMORTIZATION SCHEDULE			
End of Year	Amount Owing on Note (includable in estate)	Total Value of Assets in Trust (not subject to estate tax)	Amounts Paid to Noteholder and to Beneficiary each year (non-cumulative)
1	\$18,584,700	\$23,210,526	\$750,000
2	\$18,247,148	\$24,371,053	\$765,000
3	\$17,886,533	\$25,589,605	\$780,300
4	\$17,502,017	\$26,869,086	\$795,906
5	\$17,092,739	\$28,212,540	\$811,824
6	\$16,657,811	\$29,623,167	\$828,061
7	\$16,196,319	\$31,104,325	\$844,622
8	\$15,707,320	\$32,659,541	\$861,514
9	\$15,189,844	\$34,292,518	\$878,745
10	\$14,642,891	\$36,007,144	\$896,319
11	\$14,065,432	\$37,807,502	\$914,246
12	\$13,456,406	\$39,697,877	\$932,531
13	\$12,814,722	\$41,682,771	\$951,181
14	\$12,139,256	\$43,766,909	\$970,205
15	\$11,428,849	\$45,955,254	\$989,609
16	\$10,682,312	\$48,253,017	\$1,009,401
17	\$9,898,416	\$50,665,668	\$1,029,589
18	\$9,075,898	\$53,198,951	\$1,050,181
19	\$8,213,459	\$55,858,899	\$1,071,185
20	\$7,309,760	\$58,651,844	\$1,092,608
21	\$6,363,424	\$61,584,436	\$1,114,461
22	\$5,373,033	\$64,663,658	\$1,136,750
23	\$4,337,128	\$67,896,841	\$1,159,485
24	\$3,254,208	\$71,291,683	\$1,182,674
25	\$2,122,727	\$74,856,267	\$1,206,328
26	\$941,095	\$78,599,080	\$1,230,454
27	\$0	\$82,821,358	\$962,740
28	\$0	\$88,242,591	\$0
29	\$0	\$93,960,489	\$0
30	\$0	\$99,990,396	\$0
31	\$0	\$106,348,437	\$0
32	\$0	\$113,051,551	\$0
33	\$0	\$120,117,534	\$0
34	\$0	\$127,565,084	\$0
35	\$0	\$135,413,845	\$0
36	\$0	\$143,684,455	\$0
37	\$0	\$152,398,593	\$0
38	\$0	\$161,579,037	\$0
39	\$0	\$171,249,713	\$0
40	\$0	\$181,435,757	\$0

TAX CONSEQUENCE		
Potential Estate Tax Without Planning	Potential Estate Tax with Planning	Estate Tax Savings
\$5,012,211	\$4,001,880	\$1,010,331
\$5,476,421	\$3,866,859	\$1,609,562
\$5,963,842	\$3,722,613	\$2,241,229
\$6,475,634	\$3,568,807	\$2,906,828
\$7,013,016	\$3,405,096	\$3,607,920
\$7,577,267	\$3,231,125	\$4,346,142
\$8,169,730	\$3,046,528	\$5,123,202
\$8,791,817	\$2,850,928	\$5,940,888
\$9,445,007	\$2,643,938	\$6,801,070
\$10,130,858	\$2,425,156	\$7,705,701
\$10,851,001	\$2,194,173	\$8,656,828
\$11,607,151	\$1,950,562	\$9,656,588
\$12,401,108	\$1,693,889	\$10,707,219
\$13,234,764	\$1,423,702	\$11,811,061
\$14,110,102	\$1,139,540	\$12,970,562
\$15,029,207	\$840,925	\$14,188,282
\$15,994,267	\$527,366	\$15,466,901
\$17,007,581	\$198,359	\$16,809,221
\$18,071,560	\$0	\$18,071,560
\$19,188,738	\$0	\$19,188,738
\$20,361,774	\$0	\$20,361,774
\$21,593,463	\$0	\$21,593,463
\$22,886,736	\$0	\$22,886,736
\$24,244,673	\$0	\$24,244,673
\$25,670,507	\$0	\$25,670,507
\$27,167,632	\$0	\$27,167,632
\$28,739,614	\$0	\$28,739,614
\$30,390,194	\$0	\$30,390,194
\$32,123,304	\$0	\$32,123,304
\$33,943,069	\$0	\$33,943,069
\$35,853,823	\$0	\$35,853,823
\$37,860,114	\$0	\$37,860,114
\$39,966,720	\$0	\$39,966,720
\$42,178,656	\$0	\$42,178,656
\$44,501,189	\$0	\$44,501,189
\$46,939,848	\$0	\$46,939,848
\$49,500,440	\$0	\$49,500,440
\$52,189,062	\$0	\$52,189,062
\$55,012,115	\$0	\$55,012,115
\$57,976,321	\$0	\$57,976,321

Key Elements of IDGT Transaction

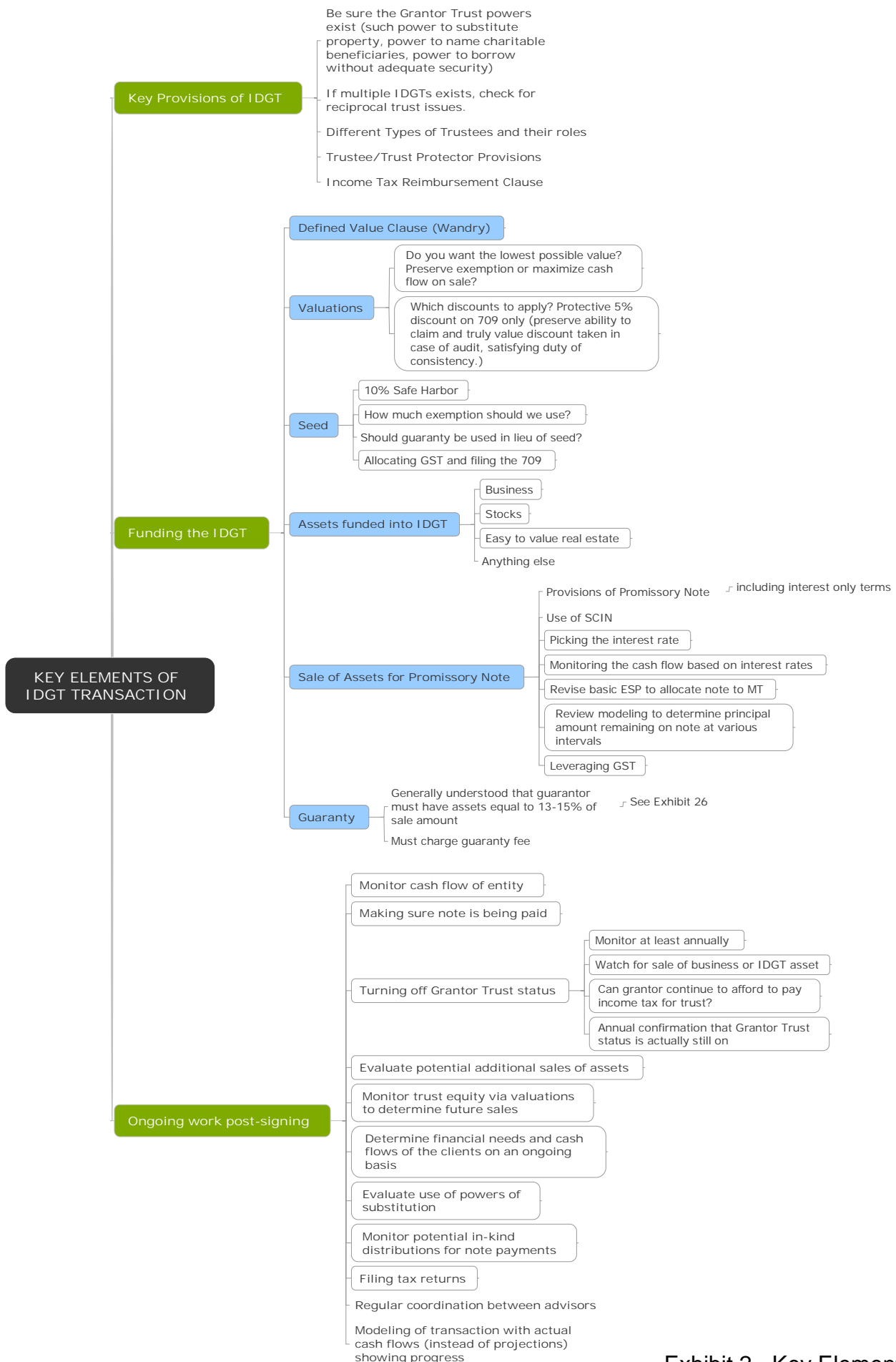


Exhibit 2 - Key Elements of IDGT Transaction

Exhibit 3 - Explanation of IDGT with Guarantee

Explanation of IDGT Transaction with Guarantee

Step 1: Model Sale into IDGT

Step 2: Draft IDGT for One Spouse

Step 3: Determine a Rough Value of assets ("Sale Assets")

Step 4: Determine Sufficiency of Value of Assets Outside of Transaction to Support Guarantee (12% -15% of rough sale value)

Step 5: One Spouse ("Transferor") Transfers All His or Her 1/2 interest in the Sale Assets to Spouse Creating IDGT ("Grantor")

Step 6: Sign IDGT

Step 7: Gift small percentage of interests with Intent to Allocate GST

Step 8: Sell remaining assets into IDGT Using a Defined Value Clause Pursuant to Written Purchase Agreement

Assets Sold Equals: $(\text{Appraised Value of Assets}) / (\text{Gift Tax Value})$

Gift Tax Value=Initially Set by Private Appraisal and Potentially Adjusted by IRS Audit

Step 9: Execute Promissory Note, Pledge Agreement, Guarantee and Other Transfer Documents

Step 10: Finalize Appraisal

Step 11: Prepare and File Gift Tax Return

Report Gift of small interests

Allocate GST to Gift

Disclose Sale Transaction and Indicate not a Gift

Starts Statute of Limitations Running

Step 12: Potential Audit

Without Defined Value Clause
Gift = IRS Value - Appraised Value

With Defined Value Clause Gift = Zero (Grantor's Estate is Increased by Difference b/w Appraised and IRS Values)

May Require Negotiation with IRS to Resolve but Grantor is in a Position of Strength

Step 13: Growth of Asset Value and Reduction of Note Principal Results in Eventual Release of Transferor/Guarantor's Obligations and Possible Removal of Guarantor as Beneficiary of Trust

SAMPLE OF DEFINED VALUE CLAUSE**Section 1. Sale and Purchase.**

1.01. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, free and clear of any and all obligations, liens, pledges, security interests or encumbrances of every type and description, a percentage of Partner's Interest (hereinafter the "Percentage Purchased"). The Percentage Purchased shall be a predefined percentage of Partner's Interest, expressed as a mathematical formula as follows:

Percentage Purchased = Purchase Price/Fair Market Value of Partner's Interest as finally determined for federal gift tax purposes

For this transaction, the Purchase Price shall be \$18,000,000.00

Percentage Purchased = \$18,000,000/Fair Market Value of Partner's Interest as finally determined for federal gift tax purposes

The fair market value of the Partner's Interest shall be such value as finally determined for federal gift tax purposes as of the Closing Date, as defined in Section 2.01 of this Agreement, in accordance with the valuation principles set forth in Regulation Section 25.2512-1 as promulgated by the United States Treasury under Section 2512 of the Internal Revenue Code of 1986, as amended.

Although the Percentage Purchased is fixed as of the Closing Date, the Percentage Purchased is based on the fair market value of the Percentage Purchased, which cannot be known on the Closing Date but must be determined after such date based on all relevant information as of that date. Furthermore, since the value determined is subject to challenge by the Internal Revenue Service ("IRS"), it is intended that a good-faith determination of such value be made by an independent third-party professional experienced in such matters and appropriately qualified to make such a determination. Nevertheless, if, after the Percentage Purchased is determined based on such valuation, the IRS challenges such valuation and a final determination of a different value is made by the IRS or a court of law, the Percentage Purchased shall be adjusted accordingly so that the Percentage Purchased equals the Purchase Price, in the same manner as a federal estate tax formula marital deduction amount would be adjusted for a valuation redetermination by the IRS and/or a court of law.

1.02. The price which Buyer agrees to pay to Seller for the Percentage Purchased shall be the Purchase Price (\$18,000,000.00). At the closing, Buyer shall deliver to Seller the Buyer's promissory note substantially in the form attached hereto as Exhibit A, dated at the closing, in the principal amount of the Purchase Price, bearing interest at a rate of 2.87%, compounded semi-annually, payable as described therein with a final maturity date of May 10, 2027 (the "Note"), and secured by a pledge of the Percentage Purchased. The Note may be prepaid in part or in whole at any time and from time to time, without penalty as provided therein.

1.03. As soon as practicable following the Closing, an appraisal of the Partner's Interest (the "Appraisal") will be obtained. Buyer and Seller agree to be bound by the Appraisal.