

TRUST

~~LAW OFFICES~~  
EPSTEIN & FRIEDMAN  
456 MONTGOMERY ST, 20<sup>th</sup> FLOOR  
SK CA 94104 415-896-2990

**TRUST AGREEMENT  
THE KATE TALBOT TRUST**

This is a Revocable Trust Agreement effective this 6/2, 2016, by KATE TALBOT, as Trustor (hereinafter "the Trustor"), and KATE TALBOT, as Trustee (hereinafter "the Trustee").

**FIRST: Transfer to Trust**

The property described in Exhibit A, attached hereto and incorporated herein by this reference, is the separate property of the Trustor.

The Trustor has assigned, transferred, conveyed and delivered the property to the Trustee, and the Trustee acknowledged receipt thereof, for the purpose of being held in trust by the Trustee and administered as hereinafter set forth.

Upon demand of the Trustee, the Trustor shall execute and deliver to the Trustee such instruments and do such further and other acts as may be necessary or requested by the Trustee for more fully vesting and confirming in the Trustee complete title to the property transferred hereby.

At any time or from time to time hereafter the Trustee may accept any other property from any source for the purpose of being administered in any trust provided for in this Trust Agreement.

**SECOND: Administration During Life of Trustor**

While the Trustor is living, all property held under this Trust Agreement shall be administered by the Trustee in a single trust, as follows:

- A. The Trustee shall distribute the entire net income of such trust to the Trustor, at least annually.
- B. If at any time or from time to time the income and other financial resources of, or available to, the Trustor is insufficient to provide for the health, support, education and maintenance of the Trustor in the Trustor's accustomed manner of living, the Trustee shall also distribute to the Trustor, as much of the principal of such trust as is required for such purposes.
- C. In addition the Trustee may, in the sole and absolute discretion of the Trustee, at any time or from time to time distribute to the Trustor, all or any part of the principal of such trust.

**THIRD: Administration Upon Death of Trustor**

Upon the death of the Trustor, all property then held by the Trustee in the Trust, including any undistributed income, and any property transferred to the Trustee from the estate of the Trustor or from any other source by reason of the death of the Trustor, other than any such property which is transferred to the Trustee for the specified purpose of being administered pursuant to some other

COPY

provision or provisions of this Trust Agreement, shall be administered and distributed by the Trustee as follows:

A. The Trustee shall submit for redemption any United States Treasury bonds constituting part of such property which are eligible to be redeemed at par in payment of any federal estate tax due by reason of the death of the Trustor and shall pay such federal estate tax out of such property in an amount equal to the principal amount of such bonds plus accrued interest thereon at the date of redemption.

B. To the extent not paid from other sources, the Trustee shall pay out of the balance of such property or provide for the payment of, any remaining federal estate tax and any other death tax due by reason of the death of the Trustor which are imposed on or with respect to any property held or receivable by the Trustee at the time of the death of the Trustor as a part of the Trust and any property disposed of by the Will of the Trustor, and any other tax for which the Trustor was liable at the time of the Trustor's death to the extent such tax is a proper charge against any property of the Trustor; provided, however, that the Trustee shall not voluntarily pay any such tax pursuant to this subsection B while domiciliary administration of the estate of the Trustor is pending without the approval of the domiciliary personal representative of the Trustor.

C. In addition, the Trustee shall pay out of the balance of such property the following described claims, debts, expenses and liabilities:

1. Any unpaid debts, expenses and liabilities incurred by the Trustee in connection with the administration of the Trust.

2. If domiciliary administration of the estate of the Trustor is commenced within ninety (90) days after the death of the Trustor, upon demand and as ordered by the domiciliary personal representative of the Trustor, the amount of any claim allowed in, or any other debt, expense or liability of, the estate of the Trustor.

3. If domiciliary administration of the estate of the Trustor is not commenced within ninety (90) days after the death of the Trustor, all debts, expenses and liabilities, or portions thereof, for which written claims are filed with the Trustee within one hundred eighty (180) days after the death of the Trustor and which the Trustee determines would have been allowed as a claim in a domiciliary administration of the estate of the Trustor if presented in the manner required by law or would otherwise have been proper debts, expenses or liabilities of the estate of the Trustor in a domiciliary administration thereof.

D. The Trustee shall make the specific distributions set forth on Exhibit B.

E. The remaining balance of such property shall be distributed by the Trustee to such person or persons or charitable or other organizations, including the creditors, estate or creditors of the estate of the Trustor, as the Trustor may have appointed in an instrument signed by the Trustor and delivered to the Trustee during the lifetime of the Trustor or, in the absence thereof, in the last will of the Trustor duly admitted to probate, in either case which specifically refers to and purports to exercise this general power of appointment. Any such instrument purporting to exercise said power of appointment which is delivered to the Trustee during the lifetime of the Trustor may, unless it expressly provides otherwise, be revoked or amended, in whole or in part, but only by a later instrument signed by the Trustor and delivered to the Trustee during the lifetime of the Trustor. Any such later instrument shall revoke entirely all earlier such instruments unless such later instrument expressly provides otherwise. The foregoing general power of appointment shall be exercisable by

the Trustor alone and in all events.

Any of such remaining balance of such property which has not been appointed by the Trustor in accordance with the foregoing provisions of this subsection E shall be distributed by the Trustee to the beneficiaries designated on Exhibit C. If at the time of death of the Trustor, there is an outstanding balance (principal and accrued interest) due on a promissory note from any of the beneficiaries, such note is to be distributed to such beneficiary as partial or total, if appropriate, satisfaction of the distribution stated above. If the beneficiaries specified in Exhibit C have predeceased the Trustor, the remaining balance shall be administered in accordance with paragraph FOURTH.

FOURTH: Final Distribution

If under any of the provisions of this Trust Agreement any property is to be distributed as provided in this paragraph FOURTH, such property shall be distributed to those heirs which may be determined by applicable law.

FIFTH: Trustees

Upon the death of the Trustor or if the Trustor should for any other reason at any time hereafter be unable or unwilling to act as the Trustee, the Trustee of such Trust shall be the first successor Trustee named in Exhibit D; if (s)he is unable or unwilling to act as the Trustee, the Trustee of such Trust shall be the second successor Trustee named in Exhibit D. The Trustees shall be entitled to a reasonable Trustee fee in connection with the administration of any Trust established pursuant to this Trust Agreement.

SIXTH: Trustee's Powers

The following provisions shall apply to and govern the administration of the trust created or provided for in this Trust Agreement:

A. The Trustee may sell, exchange, mortgage, hypothecate, encumber, convey and transfer or in any other manner deal with the property of such trust, whether in private or public transactions, and may enter into any agreements and assume any liabilities in connection therewith. Without limitation of the foregoing general powers, the Trustee may buy assets from, sell trust assets to, exchange trust assets with, and make unsecured or secured loans at reasonable rates of interest to, the Trustee, any Trustor, the estate of any Trustor, or any other beneficiary of any trust provided for in this Trust Agreement or the estate of any such beneficiary.

B. The Trustee may acquire for such trust, and retain in such trust for as long as the Trustee considers it to be in the best interests of the beneficiaries of such trust, every kind of property, real, personal or mixed, and every kind of investment, including but not by way of limitation corporate and governmental obligations of every kind, interests in every kind of investment trust or regulated investment company (including any under the control of any investment counsel employed by the Trustee), undivided and other interests in real and personal property (including any under the control of any investment counsel employed by the Trustee), undivided and other interests in real and personal property (including leasehold interests), and stocks, preferred and common, voting or nonvoting, whether or not such property or investment is speculative or hazardous according to usual trust standards, or is not income producing or is a wasting asset. The Trustee shall not be required to diversify the trust property and may, in the discretion of the Trustee, retain any portion of the trust estate in cash or cash equivalent. The Trustee may exercise options, enter into voting trust

agreements (whether or not extending beyond the term of such trust), and vote and give proxies to vote the shares of stock at any time held in such trust, and take any other action incidental to the ownership of such shares. The Trustee may own and operate, manage, maintain, improve, develop, lease for any term (whether or not extending beyond the term of such trust, subdivide or partition, or otherwise dispose of, real property and interests therein, and incur indebtedness, borrow money and enter into agreements with reference to any such indebtedness or borrowing, and pledge, hypothecate, mortgage or encumber property of such trust to secure the same (including, without limitation, the establishment and maintenance of any margin account or accounts with securities dealers or brokers). The Trust may become or remain a partner, general or limited, in any type of business enterprise, even though any trustee may also be a partner in such business, and contribute trust property thereto or permit trust property to remain therein and enter into partnership agreements relative thereto. The Trust may exercise all rights and options accruing to the owner of any policy of insurance held in such trust or to the beneficiary of any policy of insurance the proceeds of which are payable to the Trustee as beneficiary thereof. The Trustee may also exercise any other powers now or hereafter conferred upon trustees by the laws of the State of California.

C. The Trustee may, in the discretion of the Trustee, consent to the reorganization, consolidation, or adjustment of the financing of any corporation, either public or private, or the sale to another corporation or person of the property of any corporation, the bonds, notes or other securities or the capital stock of which are held in such trust, and become a party to any agreement, and perform any other act with reference to such bonds, notes or other securities or such capital stock, necessary or proper to enable the Trustee to obtain the benefit of any such reorganization, consolidation, adjustment or sale.

D. The Trustee may collect, compromise, and/or settle all claims of every kind which may at any time constitute part of such trust and collect and receive any sums which shall be payable to the Trustee or to the trust and give and execute receipts and discharges therefor, and execute any and all deeds, contracts and other instruments and do any and all other acts of every nature and, whether herein specifically mentioned or not, which are necessary or proper to be executed or done for the purpose of exercising any of the powers conferred upon the Trustee.

E. The Trustee may, in the Trustee's discretion, employ attorneys, accountants, investment counsel, custodians, experts and other agents and advisers in connection with the administration of such trust and rely upon information and advice furnished by them. The Trustee may pay such compensation to such persons as in the judgment of the Trustee is reasonable, which payments shall be a proper expense of the administration of such trust.

F. The Trustee shall have and possess the maximum powers and discretion permissible under the laws of the State of California in respect to the determination of what is principal or income of such trust and, without regard to the Revised Uniform Principal and Income Act of the State of California, or successor provisions then in effect, to apportion and allocate, in the discretion of the Trustee, receipts and expenses as between these accounts. Except insofar as the Trustee shall exercise such discretion, any matters relating to the rights of persons interested in such trust (among themselves) as to principal and income shall be governed by the provisions of the Revised Uniform Principal and Income Act of the State of California, or successor provisions then in effect.

G. No person while acting as the Trustee, by reason of acting in such fiduciary capacity, in any way shall be restricted or prohibited from holding office in any corporation in which such trust holds securities or from receiving compensation from any such corporation for services performed as a director, officer or employee of such corporation, or from purchasing, selling or otherwise dealing with the stock of any such corporation for his own individual account, or from voting the

stock of any such corporation held by such trust, including voting said shares in favor of himself or any other person.

H. The Trustee shall not be required to hold the property of such trust in the name of the Trustee as Trustee for any beneficiary, but may in the discretion of the Trustee either hold the same in the name of the Trustee individually or as Trustee (with or without designation of any beneficiary), or in the name or names of any custodian or nominee or nominees or any beneficiary, or in bearer form; nor shall the Trustee be required to cause any securities to be registered. Any property belonging to any such trust may in the discretion of the Trustee be held in undivided ownership, and the trust property of such trusts if there shall be then more than one, or any thereof, may, if deemed convenient in the administration thereof, be commingled; provided, however, that proper books of account showing the property belonging to each of such trusts and the income properly credited to them, respectively, shall be kept by the Trustee of each such trust.

I. Except as may be expressly provided otherwise elsewhere in this Trust Agreement, whenever any distribution of trust property is required, the Trustee shall make such divisions, sales or exchanges, and distributions in kind, or partly in kind, of the trust property as the Trustee may deem appropriate, and in connection therewith the Trustee shall have the sole and exclusive power to determine the relative fair market value of all parts of the trust property.

J. Except as may be expressly provided otherwise elsewhere in this Trust Agreement, upon the occurrence of any event requiring the Trustee to divide, segregate and/or distribute the trust property, the Trustee may delay the division, segregation and/or distribution of all or any part of such property for such period of time as may be reasonably required to ascertain and provide for the payment of any tax or other liability for which such property or the Trustee is or may become liable.

K. Notwithstanding any other provision of this Trust Agreement to the contrary, any properties or monies at any time held by the Trustee which are exempt from federal estate tax under the provisions of section 2039 of the Internal Revenue Code of 1986, or successor provisions thereto, with respect to the taxable estate of a deceased beneficiary shall not be subject to the payment therefrom of any of the debts, expenses, liabilities, taxes, assessments or other charges against the estate or personal representative of such deceased beneficiary.

L. In the event that any beneficiary is entitled to receive any distribution of the property of such trust and such beneficiary is a minor or is mentally or physically incompetent (whether or not legally adjudicated), the Trustee may make such distribution to such beneficiary or the guardian or conservator of the estate of such beneficiary or, in the alternative, to any other person, firm or corporation for the housing, care, maintenance, medical treatment or other benefit of such beneficiary. In addition, any beneficiary who is then entitled to distribution of any property of such trust may request that such property be distributed to any person, firm or corporation, and if the Trustee shall make such distribution in accordance with such request, the Trustee shall be fully discharged from any liability with respect thereto. This subparagraph shall have no application to any distribution of the property of such trust to any appointee under a power of appointment.

M. Each of the beneficiaries is restrained from and shall be without right, power or authority to sell, transfer, pledge, mortgage, hypothecate, alienate, anticipate, or in any other manner affect or impair his or her beneficial or legal rights, titles, interests and estates in and to the income or principal of such trust during the entire term thereof; nor shall the rights, titles, interests and estates of any such beneficiary be subject to the rights or claims of creditors of any beneficiary. All of the income and principal of such trust shall be transferable, payable and deliverable solely as herein provided, and the Trustee may require written receipt of any beneficiary as a condition precedent to

making any such payment or delivery of trust property.

N. It shall be the duty of each beneficiary whose interest in such trust is affected by the occurrence of any event to notify the Trustee of the occurrence of such event. In the absence of actual notice of the occurrence of such event together with proof thereof to the reasonable satisfaction of the Trustee, the Trustee shall have no liability to any person for any distribution made or other action taken in good faith which, except for the occurrence of such event, would have been in accordance with the terms of this Trust Agreement. With respect to any power of appointment provided for in this Trust Agreement which is exercisable by Will, the Trustee shall have no liability to any person for any action taken by the Trustee in the good faith belief that any Will of the holder of such power duly admitted to probate which is not subject to any pending contest at the time of such action is the last Will of the holder of such power or, if no Will at the time of such action, in the good faith belief that the holder of such power died without leaving a Will which purports to exercise such power of appointment.

O. Any successor Trustee may accept as correct any accounting of trust assets made by any predecessor Trustee, and no successor Trustee shall be under any obligation to institute any action or proceeding for the settlement of the accounts of any predecessor Trustee or for, or because of any act or failure to act of, any predecessor Trustee. All the powers vested in the Trustee shall be exercisable by any successor or successors in such office.

P. All powers, duties and immunities of the Trustee shall continue after termination of such trust and until the Trustee shall have made actual distribution of the property of such trust.

Q. With respect to all matters which are expressly made subject to an exercise of judgment or discretion by the Trustee, all decisions and determinations made by the Trustee in connection with the Trustee's exercise of such judgment or discretion shall, if made in good faith, be final and binding on all interested parties.

R. All of the powers of the Trustee provided in this Trust Agreement shall be exercisable by the Trustee in the Trustee's fiduciary capacity and only in such capacity; and, notwithstanding any of the foregoing provisions of this paragraph SIXTH which might otherwise be construed to the contrary, the Trustee shall have no power under any such provision to enlarge or shift any of the beneficial interests under such trust except as an incidental consequence of the discharge of the fiduciary duties of the Trustee.

S. No bond shall at any time be required of any person acting as the Trustee, whether named herein, appointed in any manner provided or appointed by court.

T. As used in this Trust Agreement, except where the context clearly requires otherwise, the term "Trustee" refers collectively to all persons then acting jointly as the Trustee if more than one person are then so acting, and words used in the masculine gender include the feminine and neuter, and the singular number includes the plural, and vice versa.

U. As used in this Trust Agreement, the terms "child," "grandchildren," "issue," "descendant" and their plurals include persons now or hereafter born or adopted into such relationships. However, later adoptions shall terminate entirely all prior such relationships (whether such prior relationships were established by blood or adoption), except where such later adoption occurs while the adopted person is a minor and after the death of the parent through whom such relationship is claimed, in which case all such relationships shall be determined as though such later adoption had never occurred. Whenever such terms are used with reference to persons living at or surviving a particular

time, all such terms include any such persons en ventre sa mere at such particular time who are subsequently born alive.

V. Notwithstanding any other provisions of this Trust Agreement to the contrary, prior to the death of the Trustor, the powers of the Trustee with respect thereto shall be no more extensive than those possessed by the Trustor, except that the Trustee shall have the power to convey, encumber, or otherwise dispose of all real property held hereunder without the consent of the Trustor and whether or not the Trustor is incompetent.

W. For all purposes under this trust, a person shall be deemed "incompetent" if and so long as a conservator of his person or estate duly appointed by a court of competent jurisdiction is serving or upon certification by two physicians licensed to practice under the laws of the state where the Trustor is domiciled that the Trustor is unable to properly care for himself, for his person, or for his property.

**SEVENTH: Anti-Contest Provision**

If any beneficiary, including any contingent beneficiary, of the trust created or provided for in this Trust Agreement (hereinafter, together with any amendments hereto, "this Trust Agreement"), directly or indirectly contests or attacks in any court the validity of the Will, or any provision of the Will of the Trustor ("the Will" includes any Codicils thereto) or the validity of this Trust Agreement or any provisions of this Trust Agreement, all interests of every kind and character, legal or equitable, vested or contingent, given to or conferred upon such beneficiary under or pursuant to the provisions of the Will or this Trust Agreement are, and each of them is, annulled and revoked and such beneficiary shall take nothing under or pursuant to any of the provisions of this Trust Agreement and for all purposes of this Trust Agreement shall be deemed to have predeceased the Trustor.

**EIGHTH: Revocation**

At any time while the Trustor is living, any trust then in existence under this Trust Agreement may be revoked in whole or in part by an instrument signed and acknowledged by the Trustor and delivered to the Trustee. In addition, at any time or from time to time while the Trustor is living, this Trust Agreement may, with the consent of the Trustee, be amended in whole or in part by an instrument signed and acknowledged by the Trustor and delivered to the Trustee.

**NINTH: Applicable Law**

This Trust Agreement and all its terms and provisions shall be governed by and construed according to the applicable laws of the State of California then in effect. This Trust shall be known as THE KATE TALBOT TRUST.

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement the day and year first hereinabove written.

  
\_\_\_\_\_  
KATE TALBOT  
Trustor

  
\_\_\_\_\_  
KATE TALBOT  
Trustee



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California  
County of SAN FRANCISCO

On 6/2/16 before me, Bruce M. Friedman, A Notary Public for the State of California, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*



CAPACITY CLAIMED BY SIGNER:

- Individual
- Corporate
- Officer(s)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Trustor/Grantor/Settlor
- Other \_\_\_\_\_

SIGNER IS REPRESENTING:  
Name of Person(s) or Entity(ies): \_\_\_\_\_

OPTIONAL INFORMATION:

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_  
Date of Document: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**THE KATE TALBOT TRUST**

**EXHIBIT A**

**TRUST PROPERTY**

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1. Real Property located at
  - a. 2201 Ensenada Way, San Mateo, CA 94403
  - b. 2338 Palmetto Ave., Pacifica, CA 94044
  - c. 491 Ebkin Street, Pacifica, CA 94044
  - d. 50% interest in 1921 Jefferson Street, #206, San Francisco, CA
  - e. 8606 Young Bear, San Antonio, TX
  
2. Bank Accounts at
  - a. Bank of America account # 0009 7377 4083
  - b. Bank of America account # 000507966 0144
  - c. Bank of America account # 0005 7971 1395
  - d. Chase account # 9210132056
  - e. Chase account # 8668053502
  - f. Chase account # 2937335400
  - g. Bank of the West account #011-122564
  
3. Stocks, bonds, business and partnership interests
  - a. Note secured by deed of trust due on property in Laytonville from Don Roberts in the original amount of \$50,000 with the current balance of approximately \$160,000
  
4. Various personal property located at 2201 Ensenada Way, San Mateo, CA 94403

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**THE KATE TALBOT TRUST**

**EXHIBIT B**

**SPECIFIC DISTRIBUTIONS**

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The Trustee shall make the following distributions:

1. To each of the following

- a. Southern Poverty Law Center \$10,000
- b. Amnesty International \$10,000
- c. Center for Victims of Torture \$5,000
- d. Doctors without Borders \$10,000
- e. Asia Transpacific Foundation \$5,000
- f. The Smile Train \$5,000
- g. Freedom from Religion Foundation, Madison, WI \$5,000

2. \$10,000 to each of the following:

- a. Adam Davidson
- b. Luke Davidson
- c. Kay Davidson

3. \$25,000 to Veronica and Daniel Deliz. Veronica Deliz may also choose one of the Trustor's vehicles to be distributed to her.

4. \$75,000 to Zakir Mohammed

5. Three carat solitaire diamond ring to Nikki Cape.

6. \$50,000 to Anna (Anya) Fedorciv.

7. \$50,000 to Sarah and Jared Ellerbrock

8. \$25,000 to Graeme Heron

9. \$100,000 to each of the following:

- a. Aidan Flint
- b. Jennifer Flint
- c. Catherine Fraser-Flint
- d. Nicky and Martin Cape
- e. Livi Rhodes
- f. Peter Rhodes
- g. Harry Rhodes

10. \$50,000 to each of the following:

- a. Natalie Vaccarezza
- b. Dominic Vaccarezza
- c. Johannes Klein

If any of the above named beneficiaries predecease the Trustor or an organization named above is no longer in existence at the date of death of the Trustor, such gift shall lapse and such amount shall be distributed as set forth in Exhibit C.

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**THE KATE TALBOT TRUST**  
**EXHIBIT C**  
**BENEFICIARIES OF TRUSTOR**

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After payment of all debts, taxes, and costs of administration of this trust, the remaining assets shall be distributed to Anna Rhodes (the Trustor's biological daughter who was adopted). If she predeceases the Trustor, the remaining assets shall be distributed 25% each to Paul A. Rhodes, Harry G. G. Rhodes, Olivia J. G. Rhodes and Peter S. G. Rhodes (the husband and three children of Anna Rhodes). If any of them predecease the Trustor, such share shall be distributed in equal shares to the survivors of them.

The Trustor has deliberately and with full knowledge and intention of doing so, specifically omitted to provide in this Trust or otherwise for her three children, Michael J. Balistreri, Jane Klein and Linda Vaccarezza.

**THE KATE TALBOT TRUST**

**EXHIBIT D**

**TRUSTEES**

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	<u>Name</u>	<u>Address</u>
First Successor Trustee:	Anna Rhodes	
Second Successor Trustee:	Paul A. Rhodes	
Third Successor Trustee:	Harry G. G. Rhodes	
Fourth Successor Trustee:	Olivia J. G. Rhodes	
Fifth Successor Trustee:	Peter S. G. Rhodes	

During any period that the Trustor serves as sole Trustee of any trust under this instrument, the Trustor shall have the power to appoint an additional trustee to act as cotrustee for any trust with the Trustor. The Trustor shall also have the power to remove any cotrustee and to appoint a new cotrustee to act with the Trustor. Any appointment of a cotrustee (and revocation of appointment) shall be made in a written instrument signed by the Trustor and delivered to the designated or removed trustee. The appointment of a cotrustee shall become effective on the new cotrustee's written acceptance of such appointment and the delivery of the acceptance to the Trustor.