

Electronically  
**FILED**  
by Superior Court of the County of San Mateo  
ON 5/4/2022 3:58 PM  
By /s/ Jessica Hippler  
Deputy Clerk

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8 Attorneys for Successor Co-Trustees,  
9 *Ronald L. Talbot and Sarah Ellerbrock*

10  
11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12  
13 IN AND FOR THE COUNTY OF SAN MATEO  
14

15 In Re:

16 THE KATE TALBOT TRUST  
17 DATED JUNE 3, 2016, AS  
18 AMENDED

19 ) Case No. 22-PRO-00110

20 ) **AMENDED PETITION FOR ORDER**  
21 ) **THAT ASSET IN DECEDENT'S NAME**  
22 ) **CONSTITUTE TRUST ASSET**  
23 ) **(PROBATE CODE SECTION 17200.1)**

24 ) **Date: 5/24/2022**  
25 ) **Time: 9:00 a.m.**  
26 ) **Dept: 11**

27  
28  
1. Petitioners RONALD L. TALBOT and SARAH ELLERBROCK, are the duly  
appointed and acting Successor Co-Trustees of said Trust pursuant to AMENDMENT THREE,  
ARTICLE A of the KATE TALBOT TRUST DATED JUNE 3, 2016, AS AMENDED. A copy  
of the Trust is attached hereto and incorporated herein as **Exhibit A**.

2. Venue is proper in San Mateo County. The principal place of administration of the  
Trust is located in San Mateo County, California.

**AMENDED PETITION FOR ORDER**  
**THAT ASSET IN DECEDENT'S NAME CONSTITUTE TRUST ASSET**

1           3. The Trust was created by KATE TALBOT, as Settlor. KATE TALBOT, also known  
2 as KATHLEEN FLINT TALBOT died in San Mateo County on October 10, 2021. A copy of  
3 her death certificate is attached hereto and incorporated herein as **Exhibit B**. Petitioners  
4 commenced administration of the Trust upon the death of KATE TALBOT.  
5

6           4. The purpose of this Petition is to obtain an Order from this Court under Probate Code  
7 Section 17200.1, declaring that the interests of KATE TALBOT in the real property identified  
8 below is actually owned by the Trust, and is part of the Trust estate.  
9

10           5. The asset in question is the real property commonly known as 2201 Ensenada Way,  
11 San Mateo, CA 94403-1229, A.P.N. 039-102-230 (the "Real Property") legally described as  
12 follows:

13           LOT 9, BLOCK 2, AS DELINEATED UPON THAT CERTAIN MAP  
14 ENTITLED 'MAYWOOD, SAN MATEO, CALIFORNIA' FILED FOR  
15 RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY  
16 OF SAN MATEO, STATE OF CALIFORNIA, ON JUNE 6TH, 1945 IN  
17 BOOK 24 OF MAPS, AT PAGE 50.

18           6. Petitioners believe and allege that KATE TALBOT inadvertently failed to transfer  
19 the asset set forth above to the ownership of the Trust.  
20

21           7. It is particularly apparent that KATE TALBOT intended that certain asset set forth  
22 above were to be owned by the Trust as KATE TALBOT executed a pour-over Will dated  
23 September 15, 2021. A copy of such Will is attached hereto and incorporated herein as **Exhibit**  
24 **C**. Article Fifth on page 1 of said Will declares that the residue of the estate passes to the  
25 Trustees then in office of THE KATE TALBOT TRUST DATED JUNE 3, 2016, AS  
26 AMENDED.  
27  
28

**AMENDED PETITION FOR ORDER**  
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1 8. Pursuant to the California Uniform Testamentary Additions to Trust Act, Probate  
 2 Code Section 6300, the Real Property described herein becomes a part of the Trust to which it is  
 3 given and shall be administered and disposed of in accordance with the terms of the Trust. It is  
 4 therefore clear that such Real Property should be confirmed as Trust property that is subject to  
 5 the administration of and disposition in accordance with the Trust's terms.  
 6

7 9. Notice of the hearing on this Petition will be given as required by law.

8 10. The names and addresses of the beneficiaries of the Trust and heirs of KATE  
 9 TALBOT, all of whom are entitled to notice, are as follows:  
 10

11 RONALD TALBOT 20 Humboldt Court Pacifica, CA 94044	SARAH ELLERBROCK 307 5th Avenue, #102 Kirkland, WA 98033	JARED ELLERBROCK 307 5th Avenue, #102 Kirkland, WA 98033
12 NATALIE VACCAREZZA 18075 Lucas Avenue Sonoma, CA 95476	DOMINIC VACCAREZZA 2318 26th Avenue San Francisco, CA 94116	MICHAEL J. BALISTRERI 2461 Washington Street San Francisco, CA 94115
13 LINDA VACARREZZA 13851 Lost Lake Road Grass Valley, CA 95945	JANE KLEIN 1474 Easy Rider Lane Boulder, CO 80304	JOHANNES KLEIN 1474 Easy Rider Lane Boulder, CO 80304
14 JEANNETTE STAUFFER 2807 257th Place SE Sammamish, WA 98075	VERONICA DELIZ 1248 Paloma Avenue Burlingame, CA 94010	DANIEL DELIZ 1248 Paloma Avenue Burlingame, CA 94010
15 ANNA L.G. RHODES Monnington Green Woolhope, Hereford, HR1 4QN United Kingdom	PAUL RHODES Monnington Green Woolhope, Hereford, HR1 4QN United Kingdom	OLIVIA J.G. RHODES Monnington Green Woolhope, Hereford, HR1 4QN United Kingdom
16 PETER S.G. RHODES Monnington Green Woolhope, Hereford, HR1 4QN United Kingdom	HARRY G.G. RHODES Monnington Green Woolhope, Hereford, HR1 4QN United Kingdom	SAIA RHODES Monnington Green Woolhope, Hereford, HR1 4QN United Kingdom
17 AIDAN FLINT 26 Monkseaton Drive Whitley Bay, NE26 1SZ United Kingdom	BARBARA FLINT 26 Monkseaton Drive Whitley Bay, NE26 1SZ United Kingdom	CATHERINE FRASER-FLINT 83 Grosvenor Drive Whitley Bay, NE26 2JR United Kingdom
18 ADAM FRASER 83 Grosvenor Drive	JENNIFER FLINT 83 Grosvenor Drive	GEORGE FLINT 26 Monkseaton Drive

28  
**AMENDED PETITION FOR ORDER**  
**THAT ASSET IN DECEDENT'S NAME CONSTITUTE TRUST ASSET**

1	Whitley Bay, NE26 2JR United Kingdom	Whitley Bay, NE26 2JR United Kingdom	Whitley Bay, NE26 1SZ United Kingdom
2	JOSEPH FLINT 26 Monkseaton Drive Whitley Bay, NE26 1SZ United Kingdom	EDWARD FLINT 26 Monkseaton Drive Whitley Bay, NE26 1SZ United Kingdom	NIKKI CAPE Cinderford, Gloucestershire, GL14 2HH United Kingdom
3	MARTIN CAPE Cinderford, Gloucestershire, GL14 2HH United Kingdom	ADAM DAVIDSON 61 Kenmore Close Wardley, Gateshead, Tyne and Wear NE10 8WJ England	LUKE DAVIDSON 61 Kenmore Close Wardley, Gateshead, Tyne and Wear NE10 8WJ England
4	KAY DAVIDSON 61 Kenmore Close Wardley, Gateshead, Tyne and Wear NE10 8WJ England	MARC LaBLOND 103 Rue de la Tire Gatineau, QC J8V 4E2 Canada	SYLVIA LaBLOND 103 Rue de la Tire Gatineau, QC J8V 4E2 Canada
5	ANNA FEDORTSIV Bogdanovichia Street 8K1, Flat 31 Tyumen, Russia 625033	SASHA FEDORTSIV Bogdanovichia Street 8K1, Flat 31 Tyumen, Russia 625033	AMNESTY INTERNATIONAL 311 W 43rd Street 7th Floor New York, NY 10036
6	FREEDOM FROM RELIGION PO Box 750 Madison WI 53701	SOUTHERN POVERTY LAW CENTER 400 Washington Ave. Montgomery, AL 36104	CENTER FOR VICTIMS OF TORTURE 2356 University Avenue West, Suite 430 St. Paul, MN 55114
7	THE SMILE TRAIN, INC. 633 Third Avenue, 9th Floor New York, NY 10017	OPERATION SMILE 3641 Faculty Boulevard Virginia Beach, VA 23453	DOCTORS WITHOUT BORDERS 40 Rector St., 16th Floor New York, NY 10006
8	DEMOCRATIC NATIONAL PARTY 430 South Capitol Street SE Washington, D.C. 20003	ASIA TRANSPACIFIC FOUNDATION c/o Marilyn Downing Staff 2995 Center Green Court Boulder, CO 80301	

11. No one has requested Special Notice of this proceeding.

12. On the basis of the above, Petitioners respectfully request that this Court confirm the asset described herein as an asset of the Trust to be held and administered pursuant to the terms of thereof.

**AMENDED PETITION FOR ORDER**  
**THAT ASSET IN DECEDENT'S NAME CONSTITUTE TRUST ASSET**

**PRAYER FOR RELIEF**

**WHEREFORE**, Petitioners pray for:

1. An Order confirming that all KATE TALBOT’s rights, title, and interest in and to the real property commonly known as 2201 Ensenada Way, San Mateo, CA 94403-1229, A.P.N. 039-102-230 (the “Real Property”) legally described below, is an asset of the KATE TALBOT TRUST DATED JUNE 3, 2016, AS AMENDED, to be held, administered, and distributed by Petitioners as Successor Co-Trustees:

LOT 9, BLOCK 2, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED ‘MAYWOOD, SAN MATEO, CALIFORNIA’ FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JUNE 6TH, 1945 IN BOOK 24 OF MAPS, AT PAGE 50.

2. Any such further orders as the Court deems proper.

Dated: May 3, 2022

ROSS, HACKETT, DOWLING,  
VALENCIA & WALTI  
A Professional Corporation

  
MICHAEL J. VALENICA, ESQ.  
*Attorneys for Petitioners*

**AMENDED PETITION FOR ORDER**  
**THAT ASSET IN DECEDENT'S NAME CONSTITUTE TRUST ASSET**

**VERIFICATION**

1  
2 We, RONALD L. TALBOT and SARAH ELLERBROCK, the Petitioners herein,  
3 declare:

4  
5 We have read the foregoing AMENDED PETITION FOR ORDER THAT ASSET OF  
6 DECEDENT CONSTITUTE TRUST ASSET and know its contents. It is true of our own  
7 knowledge, except as to the matters which are stated on our information and belief, and as to  
8 those matters, we believe them to be true.  
9

10  
11 I declare under penalty of perjury that the foregoing is true and correct and that this  
12 Declaration was executed on 5/3/2022, at Pacifica, California.

13 DocuSigned by:  
*Ronald Talbot*  
77ECF659BB95437...  
RONALD L. TALBOT  
Petitioner

14  
15  
16  
17 I declare under penalty of perjury that the foregoing is true and correct and that this  
18 Declaration was executed on 5/4/2022, at Kirkland, Washington.

19 DocuSigned by:  
*Sarah Ellerbrock, Co-trustee*  
0D9A5820779E484...  
SARAH ELLERBROCK  
Petitioner

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**AMENDED PETITION FOR ORDER**  
**THAT ASSET IN DECEDENT'S NAME CONSTITUTE TRUST ASSET**

# **EXHIBIT “A”**

Amendment  
3  
Dated 9/15/21

**AMENDMENT TO THE  
TRUST AGREEMENT  
THE KATE TALBOT TRUST**

On June 3, 2016, KATE TALBOT, as Settlor (hereinafter the "Settlor" or "Trustor") and KATE TALBOT as Trustee (hereinafter the "Trustee") executed a Trust Agreement. The Trust Agreement was amended on December 21, 2018 and December 23, 2018. Pursuant to Section 2.2.2 of the Trust Amendment dated December 21, 2018, the Trust Agreement may be amended. The Trustor desires to amend the Trust Agreement as follows:

A. Article 5, Section 5.1.1 is amended to delete the successor trustees provided therein and provide that the successor co-trustees shall be Ron Talbot and Sarah Ellerbrock. If one of them cannot serve, the other shall serve as sole successor trustee.

B. Attachment Three is deleted in its entirety and replaced with the following:

"The Kate Talbot Trust  
Attachment Three  
Personal Bequests

The Trustee shall distribute the remaining assets as follows:

1. 23.0% to Anna Rhodes
2. 7.5% to Livi Rhodes
3. 7.5% to Peter Rhodes
4. 7.5% to Harry Rhodes
5. 7.5% to Natalie Vaccarezza
6. 7.5% to Dominic Vaccarezza
7. 7.5% to Sarah Ellerbrock
8. 7.5% to Aidan Flint
9. 7.5% to Catherine Flint
10. 7.5% to Jennifer Flint
11. 6.5% to Ron Talbot
12. 1% to Michael J. Balistreri
13. 1% to Jane Klein
14. 1% to Linda Vaccarezza



If any of the above named beneficiaries shall predecease the Trustor, such gift shall lapse and be redistributed to the surviving beneficiaries in the proportion set forth above."

C. The following provision shall apply:

"Anti-Contest Provision

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

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on *15 SEPT.* 2021.

*Kate Talbot*  
\_\_\_\_\_  
KATE TALBOT  
Trustor

*Kate Talbot*  
\_\_\_\_\_  
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.

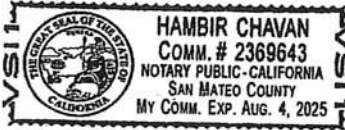
STATE OF CALIFORNIA )  
COUNTY OF SAN MATEO )

On 15<sup>th</sup> Sept., 2021, before me, HAMBIR CHAVAN, a  
Notary Public, personally appeared KATE TALBOT,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed this 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,



[Handwritten Signature]  
[Notary's 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 Title or Type of Document: Trust Amendment

MUST BE ATTACHED

TO THE DOCUMENT Number of Pages: \_\_\_\_\_

DESCRIBED AT RIGHT: Date of Document: \_\_\_\_\_

Signer(s) Other Than Named Above:

n/a

December 23, 2018 AMENDMENT TO THE KATE TALBOT TRUST

KATE TALBOT, Trustor and Trustee of the KATE TALBOT TRUST, dated June 3, 2016, declare this to be the December 23, 2018 Amendment to that Declaration of Trust. The KATE TALBOT TRUST, dated June 3, 2016, is hereby amended as follows:

The attached replaces Attachment Three of the Trust as amended December 21, 2018.

The remainder of the Trust as amended December 21, 2018 is hereby republished.

EXECUTION AND ACKNOWLEDGMENT

The Trustor certifies that the Trustor has read the foregoing Amendment to Declaration of Trust and that it correctly states the terms and conditions under which the Trustee is to hold, manage, and distribute the Trust estate. The Trustor approves the Amendment to Declaration of Trust in all particulars and requests that the Trustee signs it.

Dated: December 23, 2018

Kate Talbot  
KATE TALBOT, Trustor

The Trustee accepts this amendment.

Dated: December 23, 2018

Kate Talbot  
KATE TALBOT, Trustee

*AMENDMENT FOR GEORGE JOSEPH EDDIE - see Page 3 at the TOP*

*AMENDED FINAL COPY*

*PAGE 3*

*A*

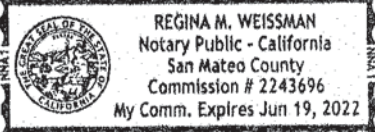
Amendment  
2  
Dated: 12/23/18

ACKNOWLEDGMENT FOR TRUSTOR

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.

STATE OF CALIFORNIA } ss.  
COUNTY OF SAN MATEO }

On December 23, 2018 before me, Regina M. Weissman, a Notary Public, personally appeared KATE TALBOT, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



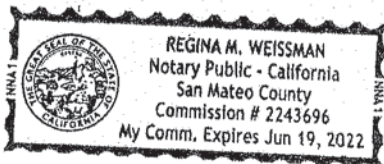
*Regina M. Weissman*

ACKNOWLEDGMENT FOR 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.

STATE OF CALIFORNIA } ss.  
COUNTY OF SAN MATEO }

On December 23, 2018 before me, Regina M. Weissman, a Notary Public, personally appeared KATE TALBOT, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



*Regina M. Weissman*

Attachment Three  
Personal Bequests

The real property located at 2201 Ensenada Way, San Mateo, shall be distributed to ANNA RHODES.

The sum of \$50,000 divided among GEORGE FLINT, JOSEPH FLINT, and EDWARD FLINT. If any of them are deceased, then to his descendants by right of representation; if none, then to the survivors thereof.

The excess shall be distributed proportionally among the following individuals:

- 18.00% to NATALIE VACCAREZZA (or her descendants by right of representation if she is deceased)
- 18.00% to DOMINIC VACCAREZZA (or his descendants by right of representation if he is deceased)
- 11.35% to SARAH ELLERBROCK (if she is deceased, then to JARED ELLERBROCK; if he is deceased, to her descendants by right of representation)
- 13.50% to HARRY RHODES (if he is deceased, then to SAIA RHODES; if she is deceased, to his descendants by right of representation)
- 13.50% to OLIVIA RHODES (or her descendants by right of representation if she is deceased)
- 13.50% to PETER RHODES (or his descendants by right of representation if he is deceased)
- 2.25% to NIKKI and MARTIN CAPE (or the survivor thereof)
- 1.35% to ANNA FEDORTSIV (if she is deceased, then to SASHA FEDORTSIV, if he is deceased, to her descendants by right of representation)
- 2.25% to AIDAN FLINT (if he is deceased, then to BARBARA FLINT; if she is deceased, to his descendants by right of representation)
- 2.25% to JENNIFER FLINT
- 2.25% to CATHERINE FRASER-FLINT (if she is deceased, then to ADAM FRASER, if he is deceased, to her descendants by right of representation)
- 0.90% to TARIQ ISHMAEL
- 0.45% to MARC and SYLVIA LaBLOND (or the survivor thereof, (or their descendants by right of representation if they are deceased))
- 0.45% to JEANNETTE SCHAEFER (if she resides with me at my death)

In the event the total is not 100%, the Personal Bequests shall be adjusted proportionally.

MICHAEL J. BALISTRERI, JANE KLEIN, and LINDA VACCAREZZA are to receive nothing from my Trust.

*Kate Talbot*

December 21, 2018 AMENDMENT TO THE KATE TALBOT TRUST

KATE TALBOT, Trustor and Trustee of the KATE TALBOT TRUST, dated June 3, 2016, declare this to be the December 21, 2018 Amendment to that Declaration of Trust. The KATE TALBOT TRUST, dated June 3, 2016, is hereby amended as follows:

The following language replaces each term of the original Trust:

ARTICLE 1  
DECLARATION OF TRUST

1.1.1 Trust Establishment:

KATE TALBOT, as Trustor, has delivered to the Trustee, without consideration, the property described in the attachment hereto entitled "Trust Estate."

1.2.1 Trust Particulars:

The following definitions apply:

Trustor: KATE TALBOT  
Name of Trust: THE KATE TALBOT TRUST  
Date of this Amendment: December 21, 2018  
Date established: June 3, 2016  
Original Trustee: KATE TALBOT

*Amendment 1*  
*Dated: 12/21/2018*

ARTICLE 2  
TRUST DURING KATE TALBOT'S LIFE

2.1.1 Introduction:

The Trustee shall hold, administer, and distribute all Trust property during Kate Talbot's life as follows:

2.2.1 Beneficiary:

The beneficiary of this Trust shall be KATE TALBOT for her life.

2.2.2 Trust is Revocable:

KATE TALBOT may revoke or amend the Trust as further specified herein.

2.3.1 Income and Principal - Unlimited Use:

The Trustee shall pay to or for the beneficiary's benefit as much of the net income and principal (to the extent that the Trustee deems such income is insufficient) of the Trust estate as the Trustee considers necessary for the beneficiary's health, education, support, comfort, welfare, or happiness to maintain, at a minimum, the beneficiary's accustomed manner of living. The Trustee shall add to principal any net income not so distributed.

2.4.1 Beneficiary's Incapacity - Ascertainable Standard:

If Kate Talbot is incapacitated, then the Trustee, during Kate

Talbot's life, may pay to or for the beneficiary as much of the income and principal from the Trust estate as the Trustee considers necessary for the beneficiary's health, education, or support to maintain the beneficiary's accustomed manner of living. The Trustee shall add to principal any income not distributed.

**2.5.1 Guidelines - Other sources Considered:**

In making distributions, the Trustee may (1) consider any other income or resources of a beneficiary known to the Trustee and reasonably available; and (2) consider the value of the Trust assets, the relative needs, both present and future, of each beneficiary, and the tax consequences to the Trust and to the beneficiaries.

**2.5.2 Gifts:**

The Trustee may make any gifts at the direction of Kate Talbot directly or in Trust to any recipient.

**2.6.1 Revocation During Kate Talbot's Life:**

Kate Talbot may revoke the Trust in whole or in part by a written document signed by Kate Talbot and notarized and delivered to the Trustee. The Trustee shall also provide an accounting of the Trustee's acts for the period since the preceding accounting. If Kate Talbot revokes this Trust with respect to all or a major portion of the Trust estate, then the Trustee may retain sufficient assets reasonable to secure payment of liabilities lawfully incurred by the Trustee in the administration of the Trust, unless Kate Talbot indemnifies the Trustee against losses or expenses.

**2.6.2 Amendment During Kate Talbot's Life:**

Kate Talbot may amend any of the terms of this Trust by a written document signed by Kate Talbot and notarized and delivered to the Trustee. No amendment shall substantially increase the Trustee's duties and liabilities or change the Trustee's compensation without the Trustee's consent. The Trustee need not abide by the terms of the amendment until it is accepted. If Kate Talbot removes a Trustee, Kate Talbot shall pay to the Trustee any sums due and shall indemnify the Trustee against liabilities lawfully incurred by the Trustee in the administration of the Trust.

**2.6.3 Powers of Revocation and Amendment Personal:**

Kate Talbot's power to revoke or amend this Trust are personal to her, and no guardian, conservator, or other person shall exercise them.

**2.6.4 Irrevocable After Death of Kate Talbot:**

After the death of Kate Talbot, all Trusts established herein shall become irrevocable and non-amendable.

**2.6.5 Irrevocability:**

On the death of the Trustor, this Trust becomes irrevocable, and no person, may alter, amend, or revoke it. Further, this Trust shall

terminate only by the distributions specified. The Trustor hereby declares this Trust Agreement and the estate and interests hereby created to be irrevocable and non-amendable as of the death of the Trustor; provided, that at any time and from time to time, the Trustee shall have and is hereby given the right and power (but shall not be obliged) to amend any of the terms hereof, if such amendment is in the best interest of the beneficiaries, and/or to correct typographical errors and/or to clarify ambiguities, any such amendment to become effective in the manner herein provided. Additionally, this Trust may be amended or revoked in accordance with the provisions of Probate Code Sections 15403 or 15404 but without necessity of petitioning the court. The Trustee is specifically authorized to change the governing law provisions of any trust created by this Trust document and/or the situs of the Trust administration to any state of the United States. Notwithstanding the foregoing, no such modification, alteration or amendment shall, under any circumstances:

- (a) Make the Trust hereunder revocable in whole or in part;
- (b) Diminish or delay the distribution of income or principal of the Trust as herein provided without the effective concurrence of the beneficiary thereof, such concurrence to be effective only if adult and competent to act, otherwise by the legal guardian, an attorney-in-fact under a durable power of attorney, or conservator of such beneficiary duly appointed by a court having jurisdiction thereof; or
- (c) Postpone the date of distribution of any part of the Trust estate to a date beyond the period allowed under 8.3.1.

**ARTICLE 3**  
**TRUST ALLOCATION AFTER KATE TALBOT'S DEATH**

**3.1.1 At Kate Talbot's Death:**  
At the death of Kate Talbot but before the Trust assets are allocated as set forth below, the Trustee shall make the following distributions:

**3.2.1 Trustor's Expenses:**  
The Trustee, in the Trustee's reasonable discretion, may pay from the Trust estate the Trustor's debts, last illness and funeral costs, and expenses of administration for this Trust and the Trustor's probate estate.

**3.3.1 Death Taxes - Statutory Provisions:**  
Kate Talbot directs the Trustee to charge and collect all federal death taxes for assets passing under this Trust, under the Trustor's will, and outside the Trustor's Trust or will from those persons sharing in the Trustor's taxable estate in accordance with California Probate Code provisions for death tax apportionment and



allocation. However, as two exceptions, the Trustor directs the Trustee to pay without apportionment among the beneficiaries, all federal death taxes chargeable to any gift under this Trust or the Trustor's will designated as "free of all death taxes." Kate Talbot recognizes and confirms that such statutes provide that if a beneficiary's gift contributes to the taxable estate, the beneficiary must pay a proportionate share of the tax calculated at the average tax rate. Further, the Trustor directs that all state death taxes shall be charged and collected in the same manner as the federal death taxes and not as a probate administration expense. To the extent other assets are available, the Trustee shall not use any qualified retirement plan distribution excluded from federal estate tax under the Internal Revenue Code to pay taxes, debts, or other charges enforceable against the Trustor's estate.

3.4.1 Kate Talbot's Death:

At Kate Talbot's death, the Trustee shall distribute the remaining Trust estate pursuant to the terms set forth in Article 4 below.

ARTICLE 4  
DISTRIBUTION

4.1.1 Introduction:

The Trustee shall distribute all property as follows:

4.2.1 Personal Property:

My tangible personal property shall be distributed, free of all taxes, as set forth in Attachment One, Personal Property.

4.3.1 Charitable Bequests:

The Charitable Bequests listed on Attachment Two shall be paid to the extent possible from Income In Respect of Decedent.

4.4.1 Personal Bequests:

The Personal Bequests listed on Attachment Three shall be paid.

ARTICLE 5  
OFFICE OF TRUSTEE

5.1.1 Nomination of Trustees for All Trusts:

For all Trusts under this instrument, the Trustee and Successor Trustees shall be those persons named below. Each Successor Trustee shall serve in the order designated if all the Original Trustees or a prior Successor Trustee fails to qualify or ceases to act.

Original Trustee: KATE TALBOT

Successors

First: SARAH ELLERBROCK, DOMINIC VACCAREZZA, and NATALIE VACCAREZZA (or the survivors thereof)

5.1.2 Notwithstanding the preceding paragraphs, each person designated or acting from time to time as a Trustee of any Trust established by this instrument shall have the power to designate one or more individual or corporate fiduciaries to act as Successor Trustee when all previously designated Successor Trustees shall become unable or unwilling to act as Trustee. Any Trustee in office from time to time may revoke any designation of any Successor Trustees appointed by this paragraph. All such designations or revocations shall be exercised in writing and shall be effective on delivery to the Trustee.

5.1.3 Power to Appoint Special Trustee:  
The current Trustee or the person granted the power to appoint or designate successor Trustee under this Trust Agreement may appoint one or more individuals or corporate Trustees to serve as a Special Trustee. A Special Trustee shall have all the rights and powers granted to the Trustee under this Trust Agreement solely and exclusively with reference to the subject matter and duties and responsibilities specified by the persons appointing the Special Trustee.

5.1.4 Scope and Exclusivity of Special Trustee's Powers:  
While serving, a Special Trustee shall have all the rights and powers necessary to carry out the duties and responsibilities specified with respect to the matters under the Special Trustee's authority, including, limited by the scope of those duties and responsibilities, all rights and powers granted to the Trustee under this Trust Agreement for the administration and management of the Trust estate. A Special Trustee also shall have all special powers granted by the persons appointing the Special Trustee. The powers granted to the Special Trustee shall not limit or restrict the powers granted to the Trustee, except that while the Special Trustee is serving, no other Trustee may exercise the powers granted to the Special Trustee with respect to the subject matter reserved exclusively to the management and discretion of the Special Trustee.

5.1.5 Protection Provided Special Trustee:  
Except as otherwise expressly provided by the persons appointing the Special Trustee, a Special Trustee shall be entitled to all the protection provided the Trustee under this Instrument. However, the Trustees shall determine the compensation to be paid to the Special Trustee and the Trust assets from which the compensation will be paid.

5.1.6 Limitation:  
The Special Trustee's responsibilities shall be limited to the exercise of powers granted but shall not be concerned with any other aspects of Trust administration.

5.2.1 Trustee May Appoint Co-Trustee:  
Any Trustee, sole, or Co-Trustee, may appoint a Co-Trustee,

individual or corporate, to serve for the same term as the appointing Trustee. The appointing Trustee may remove the appointed Trustee at will. The Co-Trustee shall share the vote of the appointing Trustee.

**5.2.2 Co-Trustee May Allocate Duties:**

Any Co-Trustee may allocate duties between those serving by a written agreement and concurrence by a majority of the adult income and principal beneficiaries. After such delegation, any one Trustee may unilaterally revoke such delegation at will and without cause by written notice to the other Trustees and adult income and principal beneficiaries.

**5.2.3 Trustees Cease - Sole Trustee Acts Alone:**

If one or more Co-Trustees cease to act, the remaining Trustee shall serve as Trustee with all the rights, powers, titles, and immunities specified under this instrument.

**5.2.4 Power of Attorney:**

The Trustee may execute a power of attorney allowing another person to temporarily act as Trustee.

**5.3.1 Court-Appointed Trustee:**

If all designated Trustees fail to qualify or cease to act, a court of competent jurisdiction shall appoint a Trustee or Co-Trustees, individual or corporate, after consideration of the preference of the current income beneficiaries of the Trust.

**5.4.1 Resignation - Designated Successors:**

Any Trustee may resign at any time from any Trust under this instrument. The resigning Trustee shall give written notice of the resignation by personal delivery or registered mail to all current income beneficiaries. The resignation shall be effective on the qualification and acceptance of appointment of a designated Successor Trustee. The designated Successor Trustee shall act as Trustee on acceptance of the appointment.

**5.5.1 Individual Trustee's Disability - Successor Trustee Acts:**

If any individual Trustee is unable to participate in Trust activities because of incapacity, the designated Successor Trustee may act as Co-Trustee during any such incapacity. Incapacity shall be determined as set forth in Article 5.5.2 and 5.5.3 below. The Successor Trustee shall incur no liability to any beneficiary of the Trust or to the replaced Trustee as a result of any action taken under this provision.

**5.5.2 Original Trustee Incapacity Defined:**

Kate Talbot shall be deemed incapacitated for purposes of this instrument only when the Successor Trustee receives a written and signed opinion from SARAH ELLERBROCK, DOMINIC VACCAREZZA, and NATALIE VACCAREZZA (or the survivors thereof) that the Trustee is physically or mentally incapable of managing the Trustee's own

business affairs by reason of physical or mental disability. In the absence of such a statement, the Successor Trustee shall petition the court having jurisdiction over this Trust for authority to proceed as Successor Trustee.

**5.5.3 Successor Trustee Incapacity Defined:**

A Successor Trustee shall be deemed incapacitated for purposes of this instrument only when his treating physician and another licensed physician [not related by blood or marriage to any successor Trustee or any beneficiary of this Trust (current, or presently ascertainable remainder, contingent or potential beneficiary of any Trust established by this instrument)] certify in writing that such Trustee is unable to manage his own business affairs by reason of physical or mental disability. In the absence of such a statement, the Successor Trustee shall petition the court having jurisdiction over this Trust for authority to proceed as Successor Trustee.

**5.5.4 Delegation of Powers to Co-Trustee or Successor Trustee:**

The individual Trustee shall have the power to delegate temporarily to the Co-Trustee or Successor Trustee all or any of his or her powers during temporary vacation periods or other absences from his place of residence. The individual Trustee shall exercise this power of delegation by written notice to the Co-Trustee specifying the powers delegated. This delegation shall terminate on delivery of written notice by the individual Trustee to the Co-Trustee of termination of delegation. The individual Trustee shall incur no liability to any beneficiary of the Trust estate as a result of any actions taken or not taken within the scope of delegation during the period of delegation.

**5.6.1 Action by Majority of Trustees:**

Any action taken by a majority of the Trustees in office shall be binding on this Trust, and third parties may rely on such action. The nonconsenting Trustees shall not be liable for actions of the majority.

**5.6.2 Action by One Trustee - Monetary Limitation:**

In the event that there is more than one Trustee, any one of the Trustees, acting singly, shall have the power to bind the Trust in any transaction obligating the Trust to expend five hundred dollars (\$500) or less.

**5.7.1 Compensation for Individual Trustee:**

The individual Trustee may not pay himself compensation.

**5.8.1 Employment of Consultants:**

The Trustee is authorized to employ attorneys, accountants, investment managers, specialists, and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate

to such manager investment discretion. Such appointment may include the power to acquire and dispose of such assets. The Trustee may charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists, and other agents and any other expenses against the Trust. In said regard, reasonable compensation for all services performed by these agents shall be paid from the Trust Estate either by the income or principal as the Trustee in the Trustee's discretion determines, and shall not decrease the compensation to which the Trustee is entitled.

**5.8.2 Consultation with Legal Counsel:**

The Trustees may retain and consult with legal counsel on any matters related to the administration of the Trusts created under this Trust Agreement or the construction or interpretation of this Trust Agreement, and the Trustor encourages the Trustees to do so. The Trustees may select the legal counsel to advise or represent them, and the Trustees are expressly authorized to pay the fees and costs of the legal counsel from the trust estate.

**5.9.1 Exculpatory Clause - All Trustees:**

No Trustee shall be liable to any person interested in this Trust for any act or default unless it results from the Trustee's bad faith, willful misconduct, or gross negligence.

**5.9.2 Waiver of Liability for Predecessor Trustee:**

Any Successor Trustee may accept as correct any accounting of Trust assets made by any predecessor Trustee. However, a Successor Trustee may institute any action or proceeding for the settlement of the accounts, acts, or omissions of any predecessor Trustee.

**5.9.3 Bond - Waiver:**

No Trustee, including nonresidents, shall be required to post bond or security.

**ARTICLE 6  
TRUSTEE MANAGEMENT POWERS**

**6.1.1 Introduction:**

For all Trusts under this instrument, the Trustee shall have the management powers set forth below in addition to those powers now or hereafter conferred by law.

**6.1.2 Investments - General Power:**

The Trustee shall have the power to invest and reinvest the Trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, bank accounts, corporate obligations of every kind, stocks, preferred or common, shares in investment Trusts, investment companies, mutual funds, mortgage participations, and any common Trust fund. The investments need not be diversified.

**6.2.1 Sell, Exchange, Repair:**

The Trustee shall have the power to manage, control, grant options on, sell (for cash or on deferred payments with or without security), convey, exchange, partition, divide, improve, and repair Trust property.

**6.3.1 Lease:**

The Trustee shall have the power to lease Trust property for terms within or beyond the terms of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals and to enter into community oil leases, pooling, and unitization agreements.

**6.4.1 Securities:**

The Trustee shall have all the rights, powers, and privileges of an owner of the securities held in Trust, including, but not by way of limitation, the power to vote, give proxies, and pay assessments; to participate in voting Trusts and pooling agreements (whether or not extending beyond the term of the Trust); to enter into shareholders' agreements; to consent to foreclosure, reorganizations, consolidations, merger liquidations, sales, and leases, and, incident to any such action, to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

**6.5.1 Investment Funds:**

The Trustee shall have the power to invest in mortgage participations, in shares of investment Trusts and regulated investment companies, including any under the control of any investment counsel employed by the Trustee, in mutual funds, money market funds, and index funds that investors of prudence, discretion, and intelligence acquire for their own account.

**6.5.2 Digital Assets:**

To the extent allowed by law, my Trustee shall have the power and authorization to access, take control of, conduct, continue, or terminate my personal:

Digital Assets, which include but are not limited to: photos, videos, e-mails, contact lists, music, medical records, blogs, e-books, gaming assets, avatars, home security systems, telephone accounts, loyalty programs, airline mileage points, all tax documents, Facebook, Twitter, LinkedIn and other social media accounts, Digital Accounts, bank accounts, credit card accounts, PayPal accounts, Apple Pay accounts, Bitcoin accounts, online accounts for U.S. savings bonds, domain names, customer and vendor information, contact lists, intellectual property, internet service provider, retail vendor, utility, or other account, and all files that are password-protected.

Digital Devices which are or were used by me, including by way of illustration and not by way of limitation as any computer,

camera, telephone, or data storage device owned or used by me. To the extent allowed by law, my Trustee shall have the power and authorization to access, take control of, of any Digital Asset, Digital Account, and Digital Device, conduct, continue, or terminate my Digital Accounts on any website, including any social networking site, photo sharing site, micro blogging or short message service website or any email service website. All such websites may release my log-on credentials, including username and password, to my Trustee and allow changes thereof by my Trustee. I authorize my Trustee to receive disclosure of the full catalogue of my Digital Assets and my Digital Accounts, including a full catalogue and content of electronic messages sent or received by me.

My Trustee may delegate this authority to experts or consultants to effectuate this intention.

This authority is intended to give my "lawful consent" to my Trustee to take such actions to the fullest extent allowed by law including The Electronic Communications Privacy Act, as amended, The Computer Fraud and Abuse Act of 1986, as amended, the Gramm-Leach-Bliley Act, as amended, and any other current or future Federal, State or international laws that may require such consent or authorization.

I relieve all Internet and social media providers of any and all liability imposed by the Stored Communications Act, 18 U.S.C. §2701 et seq.

**6.6.1 Unimproved Real Property:**

The Trustee may invest in unimproved real property and may improve such assets by expending Trust principal.

**6.6.2 Improved Real Property:**

The Trustee may invest in, repair, alter, improve, remodel, construct, build, and reconstruct any and all buildings and improvements, including so-called cooperatives and condominiums. Also, the Trustee may raze existing buildings and erect new buildings, either alone or jointly with owners of adjacent property.

**6.7.1 Closely Held Business Interest:**

The Trustee shall have the power to continue to hold and operate, sell, or liquidate, at the risk of the Trust estate, any closely held business interest, whether proprietorship, LLC, partnership, or corporation.

**6.7.2 Powers:**

The Trustee shall possess the following additional powers for the ownership of any closely held business interest:

1. To retain and continue to operate the business.
2. To control, direct, and manage the business. In this

- connection, the Trustee, in its absolute discretion, shall determine the manner and extent of its active participation in supervision and operations, and may delegate such power to persons as it may select, including any associate, partner, officer, or employee of the business.
3. To hire and discharge officers and employees, fix their compensation, and define their duties; and similarly, to employ, compensate, and discharge agents, attorneys, consultants, accountants, and other representatives as appropriate, including employment of any beneficiary even if also a Trustee.
  4. To invest other Trust estate assets in such business, to pledge other assets of the estate or Trust as security for loans made to such business, and to loan funds from the Trust to such business.
  5. To borrow from any bank or other lending institution, including the Trustee, on competitive terms.
  6. To organize a corporation, partnership, or LLC under the laws of this or any other state or country and to transfer to it all or any part of the business or other property held in the estate or Trust, and to receive in exchange stocks, bonds, and other securities.
  7. To pay any additional required fees if any business interest that may be included in an estate or Trust requires additional effort and expertise on the part of the Trustee. Such fees may be taken as a director's fee that will be remitted to the Trustee or charged as a management consultation fee by the Trustee.
  8. To take any action required to convert any corporation into a partnership, LLC, or sole proprietorship.
  9. To treat the business as an entity separate from the estate or Trusts. And, in its accountings to a court and to any beneficiaries, the Trustee shall be required to report only the earnings and condition of the business in accordance with standard corporate accounting practice.
  10. To retain in the business such amount of net earnings for working capital and other purposes of the business as advisable in conformity with sound business practice.
  11. To purchase, process, and sell merchandise of every kind and description; and to purchase and sell machinery and equipment, furniture and fixtures, and supplies of all kinds.
  12. To sell or liquidate all or any part of any business at such time and price and on such terms and conditions (including a sale to any partner, officer, or employee of the business even if an individual Trustee or Executor, or to any Trust beneficiary), as the Trustee shall deem appropriate.
  13. To exercise any of the rights and powers conferred in this Trust in conjunction with another or others.
  14. To diminish, enlarge, or change the scope or nature of any business.
  15. To effect any existing buy-sell arrangements and to



negotiate and agree to any buy-sell agreements in the best interests of the business, after consideration of the preferences of those beneficiaries actively working in the business.

**6.7.3 Exoneration:**

Certain risks are inherent in the operation of any business, and the Trustee may make decisions of a "businessman's risk" nature in contrast to the "prudent man" rule. Therefore, the Trustee shall not be held liable for any loss resulting from the retention and operation of any Trust business unless such loss results directly from bad faith or willful misconduct. In determining any question of liability for losses, it should be considered if the Trustee is engaging in an enterprise not of its own selection.

**6.7.4 Indemnification:**

If any Trust business operated by the Trustee is unincorporated, all liabilities arising from it shall be satisfied first from the business itself and second out of the Trust estate, and in no event shall any such liability be enforced against the Trustee personally. If the Trustee is held personally liable, it will be entitled to indemnity first from the business and second from the Trust estate. Accordingly, the Trustee may acquire any additional liability policy cost, as a business expense, to ensure and protect the business and itself.

**6.7.5 Subchapter S Stock:**

Before the date on which any "S Corporation Shares" (defined below) would otherwise pass to or be treated as held by an "Ineligible Trust" (defined below), the Trustee may elect to hold these S Corporation Shares in one or more separate Trusts or Trust shares on the terms set forth in this Paragraph. The Trustee may elect to hold such S Corporation Shares under the section entitled "Qualified Subchapter S Trusts" or the section entitled "Electing Small Business Trusts", as the Trustee shall deem appropriate, considering the changes that such provisions would require from the terms and conditions under which such shares would otherwise be held under this Agreement.

(1) Qualified subchapter S Trusts. Any S Corporation Shares held under this section shall be held on the following terms:

(a) Each Trust held under this section shall be a separate Trust or substantially separate and independent share, as defined in §1361(d)(3) of the Code, held for the benefit of one beneficiary. Any reference in this section to a beneficiary's separate Trust shall refer equally to any substantially separate and independent Trust share.

(b) Until the "QSST Termination Date" (defined below), the Trustee shall annually distribute all of the Trust's "Net Income" (defined below) to the sole beneficiary of each

Trust held under this section, together with as much of that Trust's principal as is appropriate under the standard contained in the Trust to which such S Corporation Shares would otherwise have been held. The Trustee shall not distribute income or principal to anyone other than the beneficiary to whom Net Income is distributable until the QSST Termination Date.

(c) Upon the QSST Termination Date, the Trustee shall distribute the remaining Trust assets to the beneficiary to whom Net Income was then distributable, if then living, or otherwise to such beneficiary's estate.

(d) The Trustee shall elect under §1361(d)(2) of the Code to cause each Trust held under this section to be treated as a Qualified Subchapter S Trust for Federal income tax purposes.

(e) The Trustee shall administer any Trust under this section as a Qualified Subchapter S Trust, as defined in §1361(d)(3) of the Code.

(f) The Trustee shall allocate any S Corporation Shares that will be held under this section to the one Trust under this section that is not the Ineligible Trust or, if there is more than one Trust under this section that is not the Ineligible Trust, between or among those separate Trusts, based on each beneficiary's interest in the income of the Ineligible Trust that would otherwise have held those shares. If no beneficiary was entitled to income of such Ineligible Trust at that time, the Trustee may allocate any S Corporation Shares to the one Trust under this section that is not the Ineligible Trust or, if there is more than one Trust under this section that is not the Ineligible Trust, between or among those separate Trusts for the beneficiaries of such Ineligible Trust, in such manner as the Trustee shall deem appropriate.

(2) Electing Small Business Trusts. Any S Corporation Shares held under this section shall be held on the following terms:

(a) The Trustee shall apportion to the Trusts under this section a reasonable share of the unallocated expenses of all Trusts under this Agreement, in a manner consistent with the applicable Code and Regulations.

(b) The Trustee shall make the election required by §1361(e)(3) of the Code to qualify the Trust under this section as an Electing Small Business Trust, under §1361(e) of the Code.

(c) The Trustee shall administer each Trust under this

section as an Electing Small Business Trust, under §1361(e) of the Code.

(3) Implementation. The Trustee shall manifest the Trustee's selection of the form in which the Trust shall hold any S Corporation Shares by written notice to all persons who would be eligible or entitled at the time of such writing to receive income from the Ineligible Trust that would otherwise hold such S Corporation Shares.

(4) Definitions. The following definitions apply for purposes of this Paragraph:

(a) "Ineligible Trust" means a Trust whose ownership of any S Corporation Shares would cause the termination of that corporation's election to be taxed under subchapter S of the Code.

(b) "Net Income" means income, as defined in §643(b) of the Code.

(c) "S Corporation Shares" means shares of any stock of a corporation that then operates, or that the Trustee shall deem likely to operate in the future, under an election to have its earnings taxed directly to its stockholders under subchapter S of the Code.

(d) "QSST Termination Date" means the earlier of the date on which the beneficiary of a Trust under this Paragraph dies and the date on which such Trust no longer holds any S Corporation Shares. (5) Application. None of the foregoing provisions of this Paragraph shall apply with respect to any S Corporation Shares that would, but for the provisions of this Paragraph, be held in any Trust any portion of the disposition to which would qualify for the Federal estate and/or gift tax marital deduction.

(5) Application. None of the foregoing provisions of this section shall apply with respect to any S Corporation Shares that would, but for the provisions of this section, be held in any Trust any portion of the disposition to which would qualify for the Federal estate and or gift tax marital deduction.

**6.8.1 Nominee's Name:**

The Trustee shall have the power to hold securities or other property in the Trustee's name as Trustee under this Trust, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

**6.9.1 Insurance:**

The Trustee shall have the power to carry, at the expense of the

Trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the Trust estate against any damage or loss and to protect the Trustee against liability with respect to third parties.

**6.10.1 Borrow - General:**

The Trustee shall have the power to borrow money on behalf of the Trust and to encumber or hypothecate Trust property by mortgage, deed of Trust, pledge, or by otherwise securing the indebtedness of the Trust or the joint indebtedness of the Trust and a co-owner of Trust property.

**6.10.2 Loan:**

The Trustee shall have the power to loan money to any person, including a Trust beneficiary or the estate of a Trust beneficiary, at prevailing interest rates, with or without security as the Trustee deems advisable.

**6.10.3 Partnerships:**

The Trustee, in the Trustee's absolute discretion, shall have the election to act as either a general or a limited partner of any partnership in the Trust and shall take any action necessary to effect this election.

**6.11.1 Residence - Occupation by Beneficiary:**

The Trustee is expressly authorized, in the Trustee's absolute discretion, to permit any person having an interest in the income of the Trust to occupy any real property forming a part of the Trust estate on such terms as the Trustee shall deem proper, whether rent free or in consideration of payment of taxes, insurance, maintenance, and ordinary repairs, or otherwise.

**6.12.1 Compromise of Claim:**

The Trustee shall have full power to compromise, arbitrate, or otherwise adjust any claim, dispute, or controversy arising under any policy, and shall have authority to initiate, defend, settle, and compromise any legal proceeding necessary in the Trustee's opinion to collect the proceeds of any policy.

**6.13.1 Trustee's Receipt:**

The Trustee's receipt to any insurer shall be considered in full discharge of the insurer's liability under the policy, and the insurer shall not be under any duty to inquire concerning the Trustee's application of policy proceeds.

**ARTICLE 7**

**TRUSTEE ACCOUNTING AND DISTRIBUTION POWERS**

**7.1.1 Introduction:**

For all Trusts under this instrument, the Trustee shall have the following powers and duties for accounting and tax matters.

**7.2.1 Waiver of Accounting:**

Notwithstanding any provision herein to the contrary, to the extent such waiver is allowed by law, the Trustee shall not be required to render any accounting regarding this Trust or any sub-Trust if the Trustee is the Trustor or the sole current (income and principal) beneficiary designated as primary beneficiary of such Trust or sub-Trust.

**7.2.2 Private Accounting:**

The Trustee shall periodically, but not less than once each year, render an account of its administration of the Trusts under this instrument to all of the current income beneficiaries (and the Guardians of such minor beneficiaries). Such person's written approval of the accounting shall be a complete protection of the Trustee as to all matters and transactions stated or shown by the accounting. Failure to transmit to the Trustee either (a) the written approval of such accounting, or (b) a written objection to the accounting, with reasons specified, within a period of ninety (90) days after a written request by the Trustee for such approval, shall constitute written approval of the beneficiary or the guardian, conservator, or representative of such person entitled to the accounting. To the extent permitted by law, the written approval of the adult beneficiaries shall bind minor and contingent remainder interests. Except as provided in this paragraph, any reports or accounts otherwise required by the California Probate Code are hereby waived to the fullest extent of the law.

**7.2.3 Conflict Resolution and Severability:**

In order to save the cost of court proceedings and promote the prompt and final resolution of any dispute with regard to the interpretation of this Trust Agreement or the administration or distribution of their Trust, the Trustor directs that any such dispute shall be settled by arbitration administered by the American Arbitration Association under its Arbitration Rules for Wills and Trusts then in effect. Nevertheless, the following matters shall not be arbitrable: (1) questions regarding the competency of the Trustor; or (2) attempts to remove a fiduciary. In addition, arbitration may be waived by all sui juris parties in interest.

The arbitrator(s) shall be a practicing lawyer licensed to practice law in the State of California (or such other state whose laws then govern this Trust Agreement) and whose practice has been devoted primarily to wills and Trusts for at least ten (10) years. The arbitrator(s) shall apply the substantive law (and the law of remedies, if applicable) of the State of California (or such other state whose laws then govern this Trust Agreement). The arbitrator's decision shall not be appealable to any court, but shall be final and binding on any and all persons who have or may have an interest in this Trust Agreement, including unborn or incapacitated persons, such as minors or any person for whom a conservator has been appointed or any other protective order has

been made.

Further, if any provision of this Trust Agreement is invalid, that provision shall be disregarded, and the remainder of this Trust Agreement shall be construed as if the invalid provision had not been included.

**7.3.1 Principal and Income - Act Governs:**

The Trustee shall determine all matters with respect to what is principal and income of the Trust estate and the apportionment and allocation of receipts and expenses between these accounts by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. When this instrument or such Act does not provide, the Trustee, in the Trustee's reasonable discretion, shall determine the characterization. Notwithstanding the foregoing, the Trustee may allocate capital gains to income.

**7.3.2 Special Provisions Related to IRAs and Retirement Plans:**

The terms "IRA" and "Retirement Plan" shall include any qualified retirement plan, annuity contract, or custodial account described in Section 403 (b) of the Code or any individual retirement account.

**7.3.3 Payment of Taxes or Expenses:**

Notwithstanding anything herein to the contrary, the Trustee shall not use the proceeds of any retirement plan or IRA to pay any debts or administration expenses of the deceased Trustor. Moreover, the Trustee shall not pay any death taxes from any retirement plan or IRA proceeds. If any beneficiary's share of the Trust is subject to the burden of the deceased Trustor's debts, administration expenses, or death taxes such beneficiary shall pay such expenses or taxes personally, or the Trustee shall pay such expenses or taxes from the beneficiary's share of assets which do not come from retirement plans or IRAs.

**7.4.1 Depreciation Reserve:**

The Trustee shall not be required to establish reserves for depreciation, notwithstanding any other provision of this instrument or the California Revised Uniform Principal and Income Act.

**7.5.1 Undistributed Income:**

Income accrued or unpaid on Trust property when received into the Trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any Trust or any interest in a Trust created under this instrument shall go to the next beneficiaries of that interest or Trust in proportion to their interest in it.

**7.11.1 Distributions and Powers of Appointment:**

If, on expiration of the later of either six (6) months after the death of any person holding a power of appointment created by this instrument or the expiration of the statutory period within which

a will contest must be filed, the Trustee has not received any document purporting to exercise the power, the Trustee may distribute any property according to the terms of this instrument as if the power had not been exercised. If a document purporting to exercise the power is subsequently located, the Trustee shall not be liable to the appointees under that exercise, and the rights of the appointees and the persons receiving property from the Trustee shall follow applicable law.

**7.11.2 Distribution - Broad Powers:**

When the Trustee must distribute any Trust property or divide any Trust property into parts or shares for the purpose of distribution or otherwise, the Trustee, in the Trustee's reasonable discretion, may make the division or distribution in identical interests, in kind, or partly in kind and partly in money, prorata or non-prorata. Notwithstanding anything herein to the contrary, the Trustee may make any sales of Trust property (excluding specifically gifted property) as the Trustee deems necessary to facilitate such distributions.

**7.12.1 Alternate Distribution:**

If at the time of a distribution required by this instrument, the beneficiary is not ascertainable, the Trustee shall distribute the Trust estate proportionally to the charities listed in Attachment Two.

**7.12.2 Deferral of Division and Distribution:**

If the Trust directs distribution of the Trust estate or division into separate Trusts, then the Trustee, in the Trustee's reasonable discretion, may defer that distribution or division for a period reasonably necessary to wind up properly the affairs of the Trust (not to exceed 6 months). When the Trustee so defers, the Trustee shall make the distribution or division as if it had taken place at the time prescribed in the absence of this paragraph, and all beneficiary rights in those Trust assets shall accrue and vest as of the prescribed time.

**7.12.3 Small Trust Termination - Trustee Discretion:**

The Trustee may determine, in its reasonable discretion, if the principal of any Trust is uneconomical to administer. The Trustee may then, in its reasonable discretion, (1) distribute the Trust assets to the beneficiaries in proportion to their interests in income; (2) purchase and deliver to the income beneficiaries a restrictive savings account, certificate of deposit, annuity, or endowment; (3) distribute the Trust assets to a custodian for the beneficiaries under the California Uniform Transfers to Minors Act; or (4) distribute the Trust assets as provided by law. On such distribution and delivery, that Trust shall terminate. The Trustee shall not be liable or responsible to any person for its action or for its failure or refusal at any time to terminate any Trust as authorized in this paragraph.

7.13.1 Income or Principal - Trustee's Discretion To Select Payee: If income or principal is payable to a minor, to a person under legal disability, or to a person not adjudicated incompetent but who, by reason of illness or mental or physical disability, is in the opinion of the Trustee unable to manage the distribution properly, then the Trustee, in its reasonable discretion, may pay such income or principal in any of the following ways: (1) to the beneficiary directly; (2) to the legally appointed guardian or conservator of the beneficiary; (3) to a custodian for the beneficiary under the California Uniform Transfers to Minors Act; (4) for the benefit of the beneficiary; or (5) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

7.14.1 No Discharge of Support Obligation: No distribution from a Trust under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of any person to support such beneficiary.

ARTICLE 8  
TRUST ADMINISTRATION PROVISIONS

8.1.1 Introduction: The following additional Trust provisions shall apply under this instrument.

8.2.1 Spendthrift Provision: No beneficiary shall anticipate, assign, encumber, or subject to any creditor's claim or to legal process any interest in principal or income before its actual receipt by any beneficiary. The beneficial and legal interests in this Trust, its principal, and its income shall be free from interference or control of any beneficiary's creditor and shall not be subject to claims of any such creditor or liable to attachment, execution, bankruptcy, or other process of law. If any creditor or other claimant attempts by any means to subject to the satisfaction of the claim of such creditor or claimant the interest of any person who benefits under any Trust created by this instrument, that person shall be entitled to receive no further payments from the Trust, provided, however, that the Trustee may pay to or for the benefit of that person as much of the net income, and principal, if the Trustee shall deem income to be insufficient (not in excess of the amounts otherwise herein provided for the benefit of that person), as the Trustee, in the Trustee's discretion, shall deem necessary for the health, support, maintenance and education of that person. Any undistributed income shall be accumulated and added to the principal of the Trust from which such income is derived and thereafter shall be held as a part of the principal thereof.

8.3.1 Perpetuities Savings Clause: Notwithstanding any provision in this instrument to the contrary,



all Trusts created by this instrument or by the exercise of any power of appointment shall terminate at the later of the following two events: (1) the longest period allowed by state law at the Trustor's death, or (2) twenty-one (21) years after the death of the last descendant of the Trustor living at the time of the death of the Trustor. The Trustee shall distribute the principal and undistributed income of a terminated Trust to the then-living income beneficiaries of that Trust in the same proportion that the beneficiaries are entitled to receive income when the Trust terminates. At the time of such termination, if the Trust does not fix the rights to income, the Trustee shall distribute the Trust by right of representation to the persons who, in the Trustee's reasonable discretion, are entitled to receive Trust payments.

#### 8.4.1 Disclaimer:

In addition to any rights granted by law, any person granted any right, title, interest, benefit, privilege, or power under this Trust Agreement, may at any time renounce, release, or disclaim all or any part of that right, title, interest, benefit, privilege, or power, including his or her right, title, and interest in and to Trust income or principal. The natural or legal guardians of a minor shall have the authority and power to disclaim the interests of the minor; the conservator of the estate of the person shall have the authority and power to disclaim the interests of the conservatee; the fiduciary of a trust or estate shall have the authority and power to disclaim the interests of the trust or estate; and the youngest adult ancestor of any unborn, unknown, or unascertained issue shall have the power to disclaim the interests of those issue.

#### 8.4.2 Disclaimers by Trustees:

Any person granted any fiduciary power, authority, right, privilege, or discretion ("Fiduciary Power") under this Trust Agreement or under the law applicable to this trust may at any time renounce, release, or disclaim all or any part of such Fiduciary Power. Unless otherwise expressly provided in the disclaimer, if any Fiduciary Power shall be disclaimed, the power shall cease to exist and shall not pass to any successor fiduciary. The disclaimer may expressly provide that the Fiduciary Power shall be exercisable by the remaining Trustees, if any, or any successor Trustees.

#### 8.5.1 Trustee Powers - Fiduciary Role:

The Trustee shall exercise all of the powers in the Trustee's fiduciary capacity and only in such capacity. Further, the Trustee shall have no power to enlarge or shift any of the beneficial interests under any Trust except as an incidental consequence of the discharge of the Trustee's fiduciary duties and shall not make any distribution that discharges any Trustee's or beneficiary's legal obligations of support.

**8.6.1 Litigation:**

The Trustee shall have the power to commence or defend litigation with respect to the Trust estate, as the Trustee may deem advisable, at the expense of the Trust.

**8.6.2 Compromise Claims:**

The Trustee shall have the power to compromise, submit to arbitration, abandon, or otherwise adjust any claims or litigation against or in favor of the Trust.

**8.7.1 Conflicting Claims and Withholding Payment:**

On the occurrence of any event requiring the Trustee to divide, segregate, or distribute the Trust property, the Trustee may delay, without the payment of interest, the division, segregation, or distribution of all or any part of such property for such period of time as may be necessary to ascertain and provide for any such contingent liability. However, this delay shall not affect the vesting of any interests or the accrual and payment of Trust income to any beneficiary.

**8.8.1 Notice:**

Until the Trustee shall receive written notice of any birth, marriage, death or other event upon which the right to payments from the Trust may depend, the Trustee shall incur no liability to persons whose interests may have been affected by that event for disbursements made in good faith. No one dealing with the Trustee need inquire concerning the validity of anything the Trustee purports to do, nor see to the proper application of any money paid or property transferred to or upon the order of the Trustee.

**8.9.1 Additions to Trust by Third Party:**

With the consent of the Trustee, any third party may add additional property at any time to any Trust.

**8.10.1 Governing Law:**

This Trust Agreement has been executed in California, and its validity and construction shall be governed by the laws of California regardless of where the trusts are administered. Further, except as otherwise provided in this section, the trusts established under this Trust Agreement shall be administered in California regardless of where the Trustees or beneficiaries reside, and all matters and questions related to their administration shall be governed by the laws of California. Notwithstanding the foregoing, with the consent of a majority in percentage interest of all the beneficiaries of the trust then entitled to trust income (whether discretionary or not), the Trustees may transfer the situs of a trust established under this Trust Agreement to another state of the United States as they determine to be in the best interests of the trust beneficiaries. After any change of situs for a trust, the administration of the transferred trust shall be governed by the laws of the state of the new situs, but the validity of this Trust Agreement and its

construction shall continue to be governed by the laws of California.

**8.11.1 No Contract for Disposition of Trust:**

The Trustor has not made any agreement (other than this instrument) controlling the disposition of the Trust estate, and the provisions of this Trust shall not be read as evidence of any such agreement.

**8.12.1 Interest:**

No interest shall be paid on any gift under this Trust.

**8.13.1 Severability:**

If any provision of this Trust is unenforceable, the remaining provisions shall nevertheless be carried into effect.

**8.14.1 Secured Debts:**

Despite anything herein to the contrary, it is the intent of the Trustor that any gift herein of property, which property secures a debt of the Trustor, shall mean that the gift is subject to such debt, unless contrary intent is clearly expressed.

**ARTICLE 9  
SPECIAL TRUST**

**9.1.1 Special Needs Trust:**

If the Trustee reasonably believes that a beneficiary of any Trust created under this Agreement is a person who is incapacitated the Trustee shall hold the distribution for such beneficiary in further Trust hereunder (hereinafter referred to as the "Special Needs Trust") on the following terms and conditions:

- (a) The primary purpose of this Special Needs Trust is to provide a supplemental and emergency fund to supplement any public benefits available to such beneficiary during his or her lifetime. It is the Trustor's intent that the assets of the Special Needs Trust shall, to the fullest extent permitted by law, be free from assignment or collection for the satisfaction of the claims of any creditors or government agencies. If this Special Needs Trust were to be invaded by creditors or subject to any liens or encumbrances, or if the terms of this Special Needs Trust were to be applied so as to cause such beneficiary's eligibility for public benefits to be terminated, it is likely that the Special Needs Trust assets would be depleted before his or her death and the purpose of this Special Needs Trust could not then be fulfilled.
- (b) Until such beneficiary is, in the Trustee's judgment, no longer incapacitated, or such beneficiary's financial situation has changed significantly, the Trustee shall pay over to or for the benefit of such beneficiary as much of

the net income and as much of the principal of the Special Needs Trust, up to the whole thereof, as the Trustee, in the Trustee's sole discretion, from time to time deems necessary or advisable for the satisfaction of such beneficiary's special needs. For this purpose, "special needs" refers to the requisites for maintaining such beneficiary's good health, comfort, safety, and welfare when, in the discretion of the Trustee, those requisites are not being provided for by any county, state, federal, or other governmental agency, or by any person or persons with a legal obligation to support such beneficiary. "Special needs" shall include, but not be limited to, medical and dental care, special equipment, programs of training, education, rehabilitation, travel needs and recreation not provided for or reimbursed by public benefits. The Trustee shall consult with any guardian, conservator, custodian, or other person who cares for such beneficiary regarding his or her special needs. Expenditures made by the Trustee under this section may include reasonable compensation to any person who provides for the special needs of such beneficiary as provided in this section. Any expenditure permitted by this section may be made either with or without prior court order.

- (c) It is the Trustor's intent that any payments or distributions from this Special Needs Trust to or for the benefit of such beneficiary shall supplement (but not replace) any public benefits or other private resources available to him or her. The Trustee may, in the exercise of the Trustee's discretion, seek as necessary all available public benefits for such beneficiary's benefit, and shall segregate any public benefits received by the Trustee for that purpose in a separate Trust or account and administer the same for the benefit of such beneficiary. All public benefits received by the Trustee for that purpose, together with any other resources available to such beneficiary, shall be taken into account by the Trustee in making payments or distributions to or for the benefit of such beneficiary. The Trustee shall regularly consult with such beneficiary and any persons or entities providing care or assistance to such beneficiary for the purpose of determining such beneficiary's needs and resources. The Trustee shall not exercise the Trustee's discretion to make any payments or distributions to or for the benefit of such beneficiary if the Trustee determines, in the Trustee's sole discretion, that public benefits, private resources, or a combination of public benefits and private resources are reasonably available to such beneficiary to satisfy those needs.
- (d) No part of the income or principal of the Special Needs Trust shall be used to replace or supplant public benefits of any county or any state, federal, or other governmental agency that has a legal responsibility to serve persons with

disabilities or conditions that are the same as or similar to those of such beneficiary. For purposes of determining such beneficiary's eligibility for any public benefits, no part of the principal or undistributed income of the Special Needs Trust Estate shall be considered available to him or her, and he or she shall have no right to compel the Trustee to release principal or income to him or her or for his or her benefit or otherwise to have any access to any of the Special Needs Trust assets. In the event that the Trustee is requested to release principal or income of the Special Needs Trust to or on behalf of such beneficiary to pay for any equipment, medication, services, or any other needs that any public benefits would be authorized to provide for were it not for the existence of the Special Needs Trust, or in the event that the Trustee is requested to petition any court or any administrative agency for authorization to release principal or income for any purpose of that kind, the Trustee is authorized to deny the request and take whatever administrative or judicial steps maybe necessary to continue the eligibility of such beneficiary for all available public benefits, including obtaining instructions from a court of competent jurisdiction that the Special Needs Trust principal is not available to such beneficiary for purposes of determining his or her eligibility for any public benefits. Any expenses of the Trustees in this regard, including reasonable attorney's fees, shall be a proper charge to the Special Needs Trust.

- (e) If any payment or distribution from the Special Needs Trust to or for the benefit of such beneficiary would have the effect of disqualifying him or her for any public benefits, or if all income of the Special Needs Trust cannot be completely utilized for his or her special needs, the Trustee shall accumulate the Special Needs Trust income annually and add it to principal.
- (f) The discretion of the Trustee shall not be subject to review by such beneficiary, his or her creditors and/or any governmental agency. Notwithstanding any other provision of this instrument, if the existence of the Special Needs Trust or if any change in any law, regulation or rule relating to the Special Needs Trust or the administration of the Special Needs Trust for the benefit of such beneficiary should at any time have the effect of disqualifying him or her for any public benefits, or if such beneficiary, his or her creditors and/or any governmental agency shall ever bring any court action to force or require the Trustee to distribute to or for the benefit of such beneficiary a greater amount of income and/or principal than the Trustee, in the Trustee's absolute discretion, has determined to be appropriate, the Trustee is authorized (but not required) to terminate the Special Needs Trust and distribute the Trust

principal and income as provided in subsection g, below. Trustor requests that any person who takes any part of the Special Needs Trust assets as the result of this termination power, conserve and manage such property for the benefit of such beneficiary during his or her lifetime to insure that he or she receives sufficient funds for his or her living needs when public benefits are unavailable or insufficient to satisfy those needs. This request is precatory, however, and is not mandatory.

- (g) At such beneficiary's death, the Trustee shall distribute the Special Needs Trust, as then constituted, in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive the Trustor.

ARTICLE 10  
NO CONTEST AND DEFINITIONS

10.1.1 No-Contest:

Pursuant to §21310, et seq., of the California Probate Code, in the event any Beneficiary under this Trust shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Trust Agreement shall be determined as it would have been determined had the person predeceased the Trustor without being survived by issue:

(1) Contests in any court the validity of this Trust Agreement and/or of the last Will of the Trustor;

(2) Seeks to obtain adjudication in any proceeding in any court that this Trust Agreement, or any of its provisions, and/or that the last Will, or any provisions therein, of the Trustor is void, except to the extent permitted by §21380 of the California Probate Code;

(3) Seeks otherwise to set aside this Trust Agreement or any of its dispositive provisions;

(4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from this Trust on the grounds that such property was not that of the Trustor at the time of the transfer or at the time of the death of the Trustor; and/or,

(5) Files a creditor's claim against the estate of the Trustor or prosecutes an action against the Trustor's estate or this Trust for any claim for damages or services alleged to have been incurred during the lifetime of the Trustor (this subparagraph shall not apply to a creditor's claim filed by a beneficiary

solely for reimbursement of administrative costs, expenses, funds advanced in the preservation of the estate of the Trustor or for sums advanced for the payment of the last illness and/or funeral expenses of the Trustor).

The Trustee is hereby authorized to defend, at the expense of the Trust, any contest or other attack of any nature on this Trust Agreement or any of its provisions. A "contest" shall include any action described above in an arbitration proceeding and shall not include any action described above solely in a mediation not preceded by a filing of a contest with a court, notwithstanding the foregoing; further, a "contest" shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property.

If California law governs the foregoing provisions of this Paragraph, then California Probate Code §21311 shall apply and the foregoing provisions of this Paragraph may only be enforced against the following types of contests:

- (1) a direct contest that is brought without probable cause;
- (2) a pleading to challenge a transfer of property on the grounds that it was not the transferor's property at the time of the transfer; and/or;
- (3) the filing of a creditor's claim or prosecution of an action based on it.

The terms "direct contest" and "pleading" have the same meanings as set forth in California Probate Code §21310. All Trusts created in this agreement are "protected instruments" as provided in California Probate Code §21310(e).

10.1.2 MICHAEL J. BALISTRERI, JANE KLEIN, and LINDA VACCAREZZA are to receive nothing from my Trust.

10.1.2 Survivorship Requirement:  
For all gifts to beneficiaries, the beneficiary must survive the Trustor for sixty (60) days before entitlement to such gifts.

10.2.1 Trustee Powers Survive:  
All of the Trustee's powers, duties, and immunities shall continue after termination of any Trust until the Trustee has made actual distribution of the Trust estate.

10.3.1 Definitions:  
As used in this instrument, the terms are defined as follows:

"Descendants" and "issue" shall mean lineal descendants in any degree of the ancestor designated and shall include persons

adopted during minority. Descendants and issue shall not include any illegitimate unacknowledged persons. Descendants and issue shall include conceived, but unborn, children.

"Trust," "Trusts," and "Trust estate" shall be interpreted in the singular or plural as the context indicates.

"Death taxes" shall include federal, foreign, state, and local estate and inheritance taxes, including penalties and interest, but not generation-skipping or special use valuation recapture taxes.

"Disclaimer" or "qualified disclaimer" has the same meaning that "qualified disclaimer" has under the Internal Revenue Code and supporting regulations.

"Trustee Discretion" granted to the Trustee under this Trust Agreement shall be absolute. This means that the Trustee can act arbitrarily, so long as he does not act in bad faith, and that no requirement of reasonableness shall apply to the exercise of his absolute discretion. This does not mean that the Trustee may do as he pleases, but rather that the Trustor wants the Trustee to use his own personal, subjective best judgment. For this purpose, the Trustor waives the requirement that the Trustee's conduct at all times must satisfy the standard of judgment and care exercised by a reasonable, prudent person. In particular, the decision of the Trustee as to the distributions to be made to beneficiaries under the distribution standards provided in this Trust Agreement shall be conclusive on all persons.

"Other resources" shall include employable skills and a third party's support obligations.

The masculine, feminine, or neuter gender and the singular or plural number shall each include the others whenever the context indicates.

Clause headings are for reading convenience and shall be disregarded when construing this instrument.

"Or the survivor thereof" is intended to mean that the specified group of representatives shall act as a committee; if 1 specified representative has died, the committee is the remaining living specified representatives. It does not mean that a spouse of a deceased representative shall be added to the committee.



EXECUTION AND ACKNOWLEDGMENT

The Trustor certifies that the Trustor has read the foregoing Amendment to Declaration of Trust and that it correctly states the terms and conditions under which the Trustee is to hold, manage, and distribute the Trust estate. The Trustor approves the Amendment to Declaration of Trust in all particulars and requests that the Trustee signs it.

Dated: December 21, 2018

*Kate Talbot*  
KATE TALBOT, Trustor

The Trustee accepts this amendment.

Dated: December 21, 2018

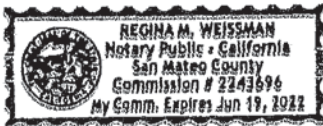
*Kate Talbot*  
KATE TALBOT, Trustee

ACKNOWLEDGMENT FOR TRUSTOR

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.

STATE OF CALIFORNIA } ss.  
COUNTY OF SAN MATEO }

On December 21, 2018 before me, Regina M. Weissman, a Notary Public, personally appeared KATE TALBOT, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



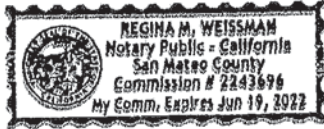
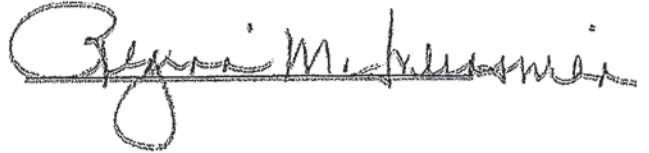
*Regina M. Weissman*

ACKNOWLEDGMENT FOR 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.

STATE OF CALIFORNIA } ss.  
COUNTY OF SAN MATEO }

On December 21, 2018 before me, Regina M. Weissman, a Notary Public, personally appeared KATE TALBOT, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



**TRUST ESTATE**

ITEM

All personal property, including but not limited to jewelry, clothing, and household furnishings.

All jewelry, objects d'art, clothing, household furniture and furnishings, and all other personal effects.

All other real and personal property that I own now or acquire later during my lifetime.

All cash, bank accounts, stocks and bonds, general and limited partnership and LLC interest, promissory notes and trust deeds payable to me (or such interest in any of such properties as I may own), together with any insurance on such property.

Attachment One  
Personal Property

Jewelry:

My Three Stone diamond ring shall be distributed to Natalie Vaccarezza.

My single stone three carat diamond shall be distributed to Nikki Cape.

My diamond Necklace shall be distributed to Anna Rhodes.

My diamond earrings shall be distributed to Natalie Vaccarezza.

Other jewelry shall be distributed to Natalie Vaccarezza and Sarah Ellerbrock, as they select, Natalie first.

Natalie Vaccarezza and Dominic Vaccarezza shall have the right to select among my remaining personal belongings; then Sarah Ellerbrock.

*Kate Talbot 12/21/18*

Attachment Two  
Charitable Bequests

Amnesty International	\$10,000
Freedom From Religion	\$10,000
Southern Poverty Law Center	\$10,000
Center for Victims of Torture	\$ 5,000
Smile Train	\$ 5,000
Operation Smile	\$ 5,000
Democratic National Party	\$ 5,000
Doctors without Borders	\$ 5,000

*Kate Talbot 12/21/18*



~~LAW OFFICES~~  
EPSTEIN + FRIEDMAN  
456 MONTGOMERY ST, 20<sup>th</sup> FLOOR  
SF 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

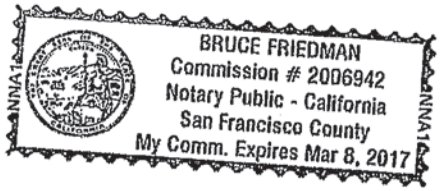
State of California  
County of SAN FRANCISCO

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 *Bruce M. Friedman*



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

**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.

# **EXHIBIT “B”**

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF SAN MATEO

HEALTH SYSTEM

SAN MATEO, CALIFORNIA

3052021256665

CERTIFICATE OF DEATH

3202141003954

Form with fields for decedent's personal data, usual residence, informant, spouse/parent, funeral director, place of death, cause of death, physician's certification, and coroner's use only.

CERTIFIED COPY OF VITAL RECORD

This is a true and exact reproduction of the document officially registered and placed on file in the office of the SAN MATEO COUNTY HEALTH SYSTEM.

DATE ISSUED 10/25/2021 Christina Ogden

This copy is not valid unless prepared on an engraved border, displaying the date, seal and signature of the County Health Officer.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



\* 001122293 \*

Signature of Scott Morrow, MD

SCOTT MORROW, MD HEALTH OFFICER AND REGISTRAR

# **EXHIBIT “C”**

**LAST WILL AND TESTAMENT**

**OF**

**KATE TALBOT**

I, KATE TALBOT, a resident of the County of San Mateo, State of California, declare this to be my Will.

FIRST: I revoke all Wills and Codicils I have previously made.

SECOND: I am not married and have three living children whose names are as follows:

Michael J. Ballistreri  
Jane Klein  
Linda Vaccarezza

I also have a biological daughter who was later adopted and her name is Anna L. G. Rhodes (prior to adoption her name was Penelope Flint).

THIRD: I do not intend by this Will to exercise any power of appointment I may have at the time of my death.

FOURTH: I give all interest I may have at the time of my death in all household or office furniture, furnishings and equipment (including objects of art), automobiles and other vehicles, clothing, jewelry and other personal effects to the Trustee of the Trust known as "THE KATE TALBOT TRUST" to be administered as provided in the Trust Agreement.

FIFTH: I give the residue of my estate, wherever located, to the Trustee under that certain Trust Agreement executed on the same date as this Will, known as "THE KATE TALBOT TRUST" (hereinafter the "Trust Agreement"), to be administered as provided in the Trust Agreement.

I do not intend by the foregoing provisions of this paragraph FIFTH to create any trust by will or to subject any trust under the Trust Agreement or any of the property added to any such trust by this Will to the jurisdiction of the probate court over a trust created by will. However, if for any reason the foregoing gift to the Trustee under the Trust Agreement is not effective, I give said residue to the Trustee named in the current provisions of the Trust Agreement to act after my death, to be administered in trust as provided in the present provisions of the Trust Agreement which, for such purpose only, I incorporate by this reference into this Will.

SIXTH: If any devisee, legatee, appointee or beneficiary under this Will (as used herein the term "Will" includes any Codicils hereto), directly or indirectly, contests or attacks in any court the validity of this Will or any provision of this Will or the Trust Agreement or any provision of the Trust Agreement, all devisees, bequests, legacies, appointments and all other interests of every kind and character, legal or equitable, vested or contingent, given to or conferred upon such devisee, legatee, appointee or beneficiary under or pursuant to the provisions of this Will or the Trust Agreement or any provision of the Trust Agreement are, and each of them is, annulled and revoked and such devisee, legatee, appointee or beneficiary shall take nothing from my estate or pursuant to

any of the provisions of this Will or the Trust Agreement or any provision of the Trust Agreement and for all purposes of this Will or the Trust Agreement or any provision of the Trust Agreement shall be deemed to have predeceased me.

**SEVENTH:** I direct that all state, federal and foreign estate, inheritance, legacy and succession taxes which are imposed by reason of my death on or with respect to the transfer of any property held or receivable by the Trustee under the Trust Agreement referred to in paragraph FIFTH of this Will at the time of my death and any property disposed of by this Will shall be paid as follows:

A. To the extent required by the terms of said Trust Agreement, including any amendments thereto made prior to my death, all such taxes on such property shall be paid by the Trustee then in office under said Trust Agreement.

B. The balance of all such taxes on such property shall be paid either out of the trust property held or receivable by the Trustee under said Trust Agreement, as specifically provided therein, including any amendments thereto made prior to my death, or out of the residue of my estate, or in part out of both; and my executor may or may not, in the sole discretion of my executor,

(1) require the Trustee then in office under said Trust Agreement to pay all or any part of said balance of such taxes to the extent permitted by the terms of said Trust Agreement or applicable law,

(2) recover from the Trustee of the Trust under said Trust Agreement all or any portion of any amount of federal estate taxes otherwise recoverable pursuant to the provisions of Section 2207A of the Internal Revenue Code, or successor provisions of federal law, with respect to any property held or receivable by the Trustee of said Trust at the time of my death.

**EIGHTH:** I nominate Sarah Ellerbrock and Ron Talbot as co-executors of this Will. If either of them fails to qualify or does not wish to be executor for any reason, I nominate the other as sole executor. I direct that no bond or other security be required of any executor nominated in this Will.

I authorize my executor to retain any property in my estate as long as my executor deems advisable, to sell at public or private sale, with or without notice, and to lease, exchange or otherwise dispose of the whole or any part of my estate pending administration thereof upon such terms and conditions as my executor deems advisable and to invest and reinvest surplus monies of my estate in any types of investments and in any manner my executor deems advisable.

I further authorize my executor either to continue the operation of any business belonging to my estate for such time and in such manner as my executor deems advisable and for the best interest of my estate or to sell or liquidate such business or businesses at such time and on such terms as my executor deems advisable and for the best interests of my estate. Any such operation, sale or liquidation by my executor, in good faith, shall be at the risk of my estate and without liability on the part of my executor for any resulting loss.

My executor shall not be liable to any legatee or beneficiary under this Will or any other person interested in my estate for failure to sell, exchange or otherwise dispose of any asset in my estate during the administration thereof regardless of any fluctuation in market value of such asset during such period, and, if any asset in my estate is sold or exchanged during the administration of my estate, my executor shall not be liable to any such persons because a higher price could have been obtained if such asset had been sold or exchanged at an earlier or later date.



All authority conferred in this Will upon my executor is also conferred upon any administrator of my estate. At my death, I wish to be cremated.

NINTH: As used in this Will, the term "issue" shall refer to lineal descendants of all degrees and the terms "child", "children" and "issue" shall include adopted persons.

TENTH: As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

ELEVENTH: I have not entered into either a contract to make wills or a contract not to revoke wills.

I subscribe my name to this Will on SEPT 15, 2021, at STAN MATRO, California.

*Kate Talbot*

KATE TALBOT

On the date written below, KATE TALBOT declared to us, the undersigned, that this instrument, consisting of four pages, including the page signed by us as witnesses, was her Will and requested us to act as witnesses to it. She thereupon signed this Will in our presence, all of us being present at the same time. We now, at his request, in her presence and in the presence of each other, subscribe our names as witnesses.

The testator appears to us to be over eighteen (18) years of age and of sound mind, and we have no knowledge of any facts indicating that this instrument or any part of it was procured by duress, menace, fraud, or undue influence.

We understand that this instrument is the testator's will and we now subscribe our names as witnesses.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 15 Sept, 2021, at San Mateo, California.

Donald F. Williams residing at 604 Alta Ave, San Mateo, CA 94403

DONALD F. WILLIAMS  
PRINT NAME

\_\_\_\_\_

Judya Williams residing at 604 Alta Avenue, San Mateo, CA  
94403

Judy A. Williams  
PRINT NAME

\_\_\_\_\_