# THE ETHEL M. HARRELL LIVING TRUST

THIS TRUST AGREEMENT is entered into by ETHEL M. HARRELL, as Trustor, and ETHEL M. HARRELL, as Trustee. For all purposes hereunder, the words "I", "me", "my", "mine", and similar pronouns, shall refer to Trustor ETHEL M. HARRELL and shall be construed as the possessive when the context would so indicate.

# **ARTICLE I**

## RECITALS AND CONVEYANCE

WHEREAS, I, ETHEL M. HARRELL, desire to establish a trust of which, during my lifetime, I am the sole life beneficiary and the exclusive recipient of the economic benefits;

WHEREAS, this trust shall be initially funded with the assets described in the attached Schedule "A" entitled "INITIAL TRUST FUNDING"; these assets and any assets later added to the trust shall be known as the "trust fund" and shall be held, administered and distributed as provided in this document and any subsequent amendments to this document;

NOW, THEREFORE, the Trustee acknowledges receipt of the trust fund and shall hold the same in trust under the following terms, conditions and provisions:

#### ARTICLE II

#### **DECLARATIONS**

- 2.A. Trust Name. This trust shall be known as THE ETHEL M. HARRELL LIVING TRUST.
- 2.B. Family. I am a widow. I have two children now living; their names and dates of birth are:

# NADIA M. THRASH, born August 17, 1958 JAMES E. WESLEY, JR., born January 19, 1960

- 2.C. Successor Trustees. If I should cease to act as the Trustee for any reason, I shall be succeeded by son JAMES E. WESLEY, JR., 4311 7th Avenue, Los Angeles, CA 90008, as the successor Trustee. If he fails to qualify or ceases to act, my niece ANGELA JOHNSON, 6442 Moore Drive, Los Angeles, CA, 90048 shall act as the alternate successor Trustee.
- 2.D. Trust Fund. I, and/or any other person, may add to the principal of the trust by deed, will, or otherwise.

- 2.E. **Definitions.** For any interpretation of this Trust Agreement, the following definitions shall apply:
  - (1) Beneficiary. The term "beneficiary" or "beneficiaries" shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the estate is currently vested;
  - (2) Code. Any reference to the "Code" shall refer to The Internal Revenue Code of 1986, as amended, and to any regulations pertaining to the referenced sections;
  - (3) Education. As used in this Trust Agreement, the term "education" or "educational purposes" shall include any course of study or instruction which may, in the Trustee's discretion, be useful in preparing a beneficiary for any vocation consistent with such beneficiary's abilities and interests. Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable and necessary, again in the Trustee's absolute discretion;
  - (4) Incapacity.
    - (a) In the case of a question or dispute, incapacitation of a Trustee (whether such Trustee shall be me or a designated successor) shall be evidenced by written certification of two (2) physicians;
    - (b) If there is no question or dispute, incapacitation of a Trustee shall be established by the written declaration of only one doctor;
  - (5) Issue. The term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and illegitimate children only if a parent/child relationship existed between such child and his or her parent, living or deceased, as determined under California law. A child in gestation which is later born alive and survives for thirty (30) days shall be considered as issue in being throughout the period of gestation;
  - (6) Majority. The term "majority" shall mean more than one-half (1/2), and, in the event of a deadlock, shall be determined in accordance with the laws of the State of California relating to inter-vivos trusts;
  - (7) Principal and Income. The determination by the Trustee in all matters as to what shall constitute principal of the trust, gross income therefrom and distributable net income under the terms of the trust shall be governed by the provisions of the Principal and Income Act of the State of California, except as to any of such matters as may otherwise be provided for in this instrument. In the event and to the extent that any of such matters relating to what constitutes principal or income of the trust and in the allocation of receipts and disbursements between these accounts is not provided for either in this Trust Agreement or in such Principal and Income Act, the Trustee has full power and authority to determine such matters;

- (8) Pronouns and Gender. In this Trust Agreement, the feminine, masculine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates;
- (9) Request in Writing. When I am acting as the Trustee or as a co-Trustee, the requirement of a writing to be signed by me as Trustor and/or beneficiary and delivered to me as the Trustee shall be waived:
- (10) Right of Representation. Whenever a distribution is to be made by "right of representation", the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner; and,
- (11) Trustee. Any reference to "Trustee" shall be deemed to refer to whichever individual (including myself), individuals or corporation shall then be acting as the Trustee.
- 2.F. Governing Law. This Trust Agreement is a California contract and creates a California trust; all of the terms and provisions hereof shall be interpreted according to the laws of the State of California relating to inter-vivos trusts, except as shall be specifically modified herein.
- 2.G. Restrictions. The interest of any beneficiary (whether entitled to current income or possessing only a future interest) in either the income or principal of the trust fund or any part of it shall not be alienated or in any other manner assigned or transferred by such beneficiary; and such interest shall be exempt from execution, attachment and other legal process which may be instituted by or on behalf of any creditor or assignee of such beneficiary; nor shall any part of such interest be liable for the debts or obligations (including spousal and/or child support, except as required under California law) of any such beneficiary. This paragraph is intended to impose a "Spendthrift Trust" on all interests held for any beneficiary.
- 2.H. Maximum Duration of Trusts. Regardless of any other provision herein, the Maximum Duration for Trusts is the longest period that property may be held in trust under this Agreement under the applicable rules of the State of California governing perpetuities, vesting, accumulations, the suspension of alienation and the like (including any applicable period in gross such as twenty-one (21) years or ninety (90) years). If, under those rules, the Maximum Duration for Trusts shall be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals alive upon my death, or at such other time that the application of such rules limiting the maximum duration of trusts is deemed to begin, those individuals shall consist of all beneficiaries (including future and/or contingent) of this trust (as hereinafter named) alive at my death. Any trust created hereunder must end immediately prior to such maximum duration and, thereupon, the Trustee shall pay over the principal, free from such trust, to the person or persons then entitled to receive the net income.
- 2.I. No-Contest Provision. To the extent permitted under the laws of the State of California, in the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this Trust Agreement and/or of my last Will, or

shall seek to obtain an adjudication in any proceeding in any court that this Trust Agreement or any of its provisions and/or that such Will or any of its provisions are void, or seek otherwise to set aside this Trust Agreement or any of its dispositive provisions, 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 me without being survived by issue. The Trustee is hereby authorized to defend, at the expense of the trust fund, any contest or other attack of any nature on this Trust Agreement or any of its provisions.

- 2.J. Presumptions. Any beneficiary who shall not be living thirty (30) days after my death shall be deemed not to have survived me.
- 2.K. Special Distributions. If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Trust Agreement in a person not yet twenty-one (21), or a person who suffers from substance abuse, or a person who the Trustee determines is incompetent, or a person whose financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without supervision of any court, shall hold or distribute such property (subsequently referred to in this Paragraph as the "protected property") in accordance with the following provisions:
  - (1) The Trustee may hold any protected property in a separate trust for each such beneficiary, exercising as the Trustee of such trust all the administrative powers conferred in this Trust Agreement. The Trustee may accumulate or distribute to or for such beneficiary in accordance with subparagraph (2), as hereinbelow set forth, such amount or amounts of income and/or principal of the trust as the Trustee determines from time to time during the term of the trust to be appropriate. This separate trust shall terminate and vest absolutely when the beneficiary attains age twenty-one (21) if the beneficiary's age was the basis for the separate trust, dies, when the trust assets are exhausted by discretionary distributions, or the reason for the separate trust no longer exists in the Trustee's discretion. At such termination, the Trustee shall distribute the protected property then on hand in trust to the beneficiary or to the beneficiary's estate if the trust terminated at the beneficiary's death.
  - (2) The Trustee may distribute any protected property to or for the benefit of such beneficiary: (a) directly to the beneficiary; (b) on behalf of the beneficiary for the beneficiary's exclusive benefit; (c) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a form reserving title, management and custody of such account to a suitable person for the use of such beneficiary; (d) in any form of an annuity; and, (e) in all ways provided by law dealing with gifts or distributions to or for minors or persons under incapacity. The receipt for distributions by any such person shall fully discharge the Trustee.
  - (3) In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, any governmental entitlements and the future needs of the beneficiary during the term of the trust. The protected property shall, at all times, remain free of all claims by any governmental agency and/or creditors of the beneficiary.

- (4) Notwithstanding the provisions of the preceding subparagraphs or any other provision of this Agreement, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction or as a qualified subchapter S trust. Finally, nothing herein shall prevent a distribution mandated by the provisions hereinabove set forth relating to the Maximum Duration of Trusts.
- 2.L. Conflict Resolution. Any controversy between any interested parties concerning the construction, application or interpretation of any provision of this Trust Agreement or of the Trustee's actions shall be settled by arbitration in accordance with the laws of the State of California (if no such laws then exist, in accordance with the then current rules of the American Arbitration Association) and the findings of such arbitration may be enforced by any Court having jurisdiction thereof.
- 2.M. Uneconomical Administration. No other provision of this trust to the contrary, if at any time a share or trust being administered for any income beneficiary or group of income beneficiaries has such fair market value as to make the continued administration of the share or trust uneconomical as determined by the Trustee, in the Trustee's sole discretion, the Trustee may pay the entire balance of such share or trust to the person or persons then entitled to the income therefrom, in proportion to their interests therein.

#### ARTICLE III

# **TRUSTEESHIP**

- 3.A. Successor Trustees. I may appoint individuals or corporations as co-Trustees or successor Trustees by a written instrument (other than a Will) delivered to the then-acting Trustee.
- 3.B. Appointment of Trustee. If there is no Trustee acting hereunder, then a majority of the beneficiaries shall appoint a successor Trustee or co-Trustees by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act.
- 3.C. Resignation. Any Trustee may resign at any time by giving written notice to me, if I am then living, and thereafter to the other Trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by me or the majority of the beneficiaries, but no later than thirty (30) days after such written notice. Notwithstanding the foregoing, the Trustee may, at the expense of any trust created hereunder, secure the appointment of a successor Trustee of such trust by a court of competent jurisdiction.
- 3.D. Liability. No successor Trustee shall be under any obligation to examine the accounts of any prior trustee, and a successor Trustee shall be exonerated from all liability arising from any prior Trustee's acts or negligence. It is my intention that any Trustee serving hereunder shall be accountable only from the date such Trustee receives the assets of the trust.

- 3.E. **Bond.** No bond shall be required of any person or institution named in this Trust Agreement as the Trustee.
- 3.F. Compensation. A Trustee shall be entitled to receive, out of the income and principal of the trust fund, compensation for its services hereunder to be determined, if a corporate Trustee, by the application of the current rates then charged by the Trustee for trusts of a similar size and character, and, if the Trustee shall be an individual, such compensation shall be the average of the current rates then charged by corporate fiduciaries doing trust business in the county of my residence for trusts of a similar size and character. The Trustee shall also be entitled to reimbursement for all travel and other necessary expenses incurred in the discharge of the Trustee's duties. The Trustee may impose any Trustee fees or other expenses of the trust against the principal or income of the trust fund without any duty to seek reimbursement from the interest not charged.
- 3.G. Reports. While I am living and if I am not acting as the Trustee or co-Trustee, the thenacting Trustee shall render an accounting at least annually to me unless I have waived such accounting. After my death, the Trustee shall render an annual accounting to each beneficiary, except as such reporting shall be waived by such beneficiary. If beneficiaries entitled to an accounting are minors, their accounting shall be delivered to their parents or guardian. If beneficiaries entitled to an accounting are incapacitated, their accounting shall be delivered to such beneficiary's legal representative. Unless the accounting is objected to in writing within one hundred and eighty (180) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including beneficiaries who are not known or who are not yet born. The records of the Trustee shall be open at all reasonable times to such inspections. The Trustee shall not be required to make any reports or accountings to the courts; however, nothing herein stated shall be deemed to restrict the Trustee from seeking judicial approval of the Trustee's accounts.

## 3.H. Payments to Beneficiaries.

- (1) The Trustee shall pay the net income of any trust hereunder to the beneficiary to whom such income is directed to be paid, at such times and in such manner as shall be convenient to such beneficiary and agreed to by the Trustee;
- (2) Any income and/or principal of any trust hereunder to which any beneficiary may be entitled may, without regard to any order or assignment purporting to transfer the same to any other person, be paid or distributed by the Trustee, in the Trustee's sole discretion, into the hands of such beneficiary, or to the guardian of the person of such beneficiary, or be mailed to such beneficiary's last known address, or deposited to the account of such beneficiary in a bank or trust company of good standing, or be applied for the benefit of such beneficiary and his or her dependents directly by the Trustee; and the receipt for any payment or distribution or evidence of the application of any income or principal made in conformity with the foregoing shall discharge the Trustee from any further liability therefor; and,

- (3) Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust Agreement, the Trustee shall not be liable to any beneficiary of this Trust Agreement for distribution made as though the event had not occurred.
- 3.I. Division of Trust Fund. There shall be no requirement for the physical segregation or division of any trusts created hereunder except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

### 3.J. Trustee Authority.

- (1) Any Trustee may appoint an "Attorney-in-Fact" and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee and may at pleasure revoke such appointment. Any such appointment shall be made by a written, acknowledged instrument.
- (2) No purchaser from or other person dealing with the Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such the Trustee, and the receipt by the Trustee shall be a full discharge; and no purchaser or other person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with the Trustee should relate, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the trust fund.
- (3) Prior to delivering the trust fund to a successor Trustee or to making any partial or complete distribution of principal hereunder (other than a distribution that is made in the exercise of the Trustee's discretion and does not terminate the trust), the Trustee may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution. If any beneficiary or beneficiaries shall refuse to provide a requested release and discharge, the Trustee may require court settlement of such accounts; all of the Trustee's fees and expenses (including attorneys' fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.
- (4) The certificate of a Trustee and/or Attorney-in-Fact that such Trustee and/or agent is acting according to the terms of this Trust Agreement shall fully protect all persons dealing with such Trustee and/or agent.
- 3.K. Release of Healthcare Information, including HIPAA Authority. I intend for the Trustee to be treated as I would regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, healthcare professional, dentist, health plan,

hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company and medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from me for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that I have made with my health care provider to restrict access to or disclosure of my individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that I revoke the authority in writing and delivers such revocation to my health care providers.

- 3.L. Life Insurance. Upon my death, the Trustee shall proceed immediately to collect the net proceeds of policies, if any, on my life which are then payable to this Trust and shall hold such proceeds for the purposes and upon the trusts provided in Article VI of this Trust Agreement. Payment to the Trustee by an insurance company of the proceeds of such policies and receipt of such proceeds by the Trustee shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Trust Agreement or see to the application of such payments. The Trustee may prosecute and maintain any litigation necessary to enforce payment of such policies.
- 3.M. Retirement Accounts. To the extent any trust hereunder is the beneficiary of a Retirement Account (as hereinafter defined) the Trustee shall draw the benefits from the Retirement Account in amounts sufficient to meet the minimum distribution requirements of §401(a)(9) of the Code and the regulations thereunder (the "Required Minimum Distribution"). Notwithstanding any provision of the trust to the contrary, the Required Minimum Distribution shall be paid to or applied for the benefit of the person or persons then entitled to receive or have the benefit of the income from such trust, or if there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

"Retirement Account" means amounts held in or payable pursuant to a plan (of whatever type) qualified under Code §401, or an individual retirement arrangement under Code §408, or a Roth IRA under Code §408A, or a tax-sheltered annuity under Code §403 or any other benefit subject to the distribution rules of Code §401(a)(9), or the corresponding provisions of any subsequent federal tax law. It is my intention that this trust qualify as a "conduit trust" under Code §401(a)(9) so that the trust's beneficiaries shall be considered designated beneficiaries for purposes of the minimum distribution rules, and that distributions may therefore be taken over the trust beneficiary's life expectancy (or the life expectancy of the oldest trust beneficiary).

The Retirement Accounts shall not be subject to the claims of any creditor of my estate and they shall not be applied to the payment of my debts, taxes or other claims or charges against my estate unless and until all other assets available for such purposes have been exhausted, and even then only to the minimum extent that would be required under applicable law in the absence of any specific provision on this subject in this Trust.

3.N. Release of Powers. Each Trustee shall have the power to release or to restrict the scope of any power that such Trustee may hold in connection with any trust created under this Trust Agreement, whether said power is expressly granted in this Trust Agreement or implied by law. The Trustee shall exercise this release in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised by the other then-acting Trustees.

#### ARTICLE IV

## TRUSTEE'S POWERS

Subject to the provisions and limitations set forth expressly herein, the Trustee shall have, in general, the power to do and perform any and all necessary acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property. No enumeration of specific powers made herein shall be construed as a limitation upon the foregoing general powers, nor shall any of the powers conferred herein upon the Trustee be exhausted by the use thereof, but each shall be continuing. In addition to the above, the Trustee shall have all of the powers authorized by §§16220, et. seq., of the California Probate Code (as though such powers were set forth herein) and, in addition, the Trustee is specifically authorized and empowered to exercise those powers hereinafter set forth in Exhibit "A" (attached hereto and incorporated herein by reference as though fully set forth).

#### ARTICLE V

# MY RETAINED POWERS

- 5.A. Revocation. During my lifetime, this Trust Agreement may be revoked in whole or in part by an acknowledged instrument in writing signed by me which shall refer to this Trust Agreement and this specific power and which shall be delivered to the then-acting Trustee.
- 5.B. Amendment. I may at any time during my lifetime amend any of the terms of this Trust Agreement by an acknowledged instrument in writing signed by me which shall refer to this Trust Agreement and this specific power and which shall be delivered to the then-acting Trustee.
- 5.C. Powers Terminate on Death. On my death, this Trust Agreement may not be amended, revoked, or terminated (except as hereinafter provided in Article VI).
- 5.D. Powers Personal to Me. My powers to revoke or amend this Trust Agreement are personal to me and shall not be exercisable on my behalf by any conservator and/or guardian or other person, except that revocation or amendment may be authorized, after notice to the Trustee, by the Court that appointed the conservator and/or guardian. Notwithstanding the previous sentence, my power to amend this Trust Agreement may be exercised by my attorney-in-fact to the extent that the document appointing the attorney-in-fact expressly so authorizes the power to amend with an express reference to this Trust Agreement.

- 5.E. Tangible Personal Property. While I am living, I reserve the right to retain the control, use and possession of any or all of the tangible personal property included in the trust fund. I expressly limit the Trustee's responsibility with respect to the property so retained to the Trustee's function as the holder of legal title until I surrender my right to the use and possession of any such property or until my death. In addition, I shall have the right, exercisable by written notice to the Trustee on terms specified by me, to direct the sale, transfer, gift or other disposition of any such property, with or without consideration, and the Trustee shall take all actions necessary to comply with the terms of such notice. In the event I surrender any property to the Trustee, or upon my death, the Trustee shall take possession, preserve and maintain such property. The Trustee shall be responsible and accountable only for that tangible personal property which is actually in the Trustee's possession or control or, if retained by me, is found by application of reasonable diligence at my death or at such time that the Trustee asserts control.
- 5.F. Real Property. I reserve the right to have complete and unlimited use and control of any real property which may ever constitute an asset of the trust estate and which is occupied by me for residential purposes; such use and control shall be without rent or other accountability to the Trustee. As part of such use and control, I, and not the Trustee, shall have the responsibility to manage such property, pay taxes, insurance, utilities and all other charges against the property, and may, at my option, charge such expenses to the trust fund, or may request reimbursement for any advances made for such purposes.

#### ARTICLE VI

#### DISPOSITION OF TRUST FUND

- 6.A. Trustee's Basic Duties. During the term of this Trust Agreement, the Trustee shall hold, manage, invest and reinvest the trust fund, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this Article VI.
- 6.B. **Disposition During My Lifetime.** During my lifetime, the Trustee shall pay the net income of the trust fund as I shall direct. The Trustee shall also pay over to me, or to any person as directed by me, so much of the principal thereof as I shall request at any time or times during the remainder of my life. In the absence of direction from me, the Trustee may also make gifts in favor of my issue, any spouse of such issue and any other of my dependents, including the Trustee; provided however, such gifts shall not be future interests within the meaning of Internal Revenue Code §2503 and the aggregate amount of any gifts made in any one calendar year to any one individual shall not exceed the amount that may be made free of federal gift tax.
- 6.C. **Disposition During My Incapacity.** If at any time, in the Trustee's discretion, I have become physically or mentally incapacitated, whether or not a court of any jurisdiction has declared me in need of a conservator and/or a guardian, the Trustee shall pay over or apply the net income and/or the principal of the trust fund to my support, maintenance, comfort, and/or well-being and/or to the payment of any taxes, bills or other obligations for which I may be liable, in such amounts and to such extent as the Trustee, in its sole judgment and discretion, shall deem to be in my best interests; and the Trustee shall accumulate any of the net income not so paid over and/or applied and shall add the same to the principal of the trust fund, and shall

thenceforth hold, administer and distribute the same as a part thereof. As a guide to the Trustee, it is my intent that I shall remain in my primary residence as long as it is medically reasonable and, if I should ever need convalescent care, that I be able to return home as soon as it is medically reasonable; the expense of home care shall be of secondary importance.

- 6.D. Deferral of Division or Distribution. Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on my death, the Trustee may, in the Trustee's discretion, defer such distribution or division up to six (6) months after my death. When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this Trust Agreement in the absence of this Paragraph and all rights given to the beneficiaries of such trust assets under other provisions of this Trust Agreement shall be deemed to have accrued and vested as of such prescribed time; further, the beneficiaries of such trust assets shall be entitled to receive interest on the delayed distribution pursuant to California law (if there is no provision expressly applicable to trusts, then interest shall be paid pursuant to California law applicable to decedents' estates).
- 6.E. Authorized Actions at My Death. After my death, the Trustee is authorized and directed to pay over to my executor, administrator, or personal representative so much of the trust fund as such representative shall state in writing is necessary or desirable to provide my estate with funds with which to pay my funeral expenses, debts, cost of administration of my estate and/or the taxes on my taxable estate, including transfer, estate and inheritance taxes which may be imposed upon the probate estate, upon the trust fund and/or upon any property or interest in property, legal or equitable, which is included in the taxable estate, and any such statement of such personal representative (regardless of the nature or extent of the assets held in my estate) shall be binding and conclusive upon the Trustee and upon all persons having any interest in the trust fund.
  - (1) If such personal representative fails to furnish any such directions or if no such representative is appointed, the Trustee may, in its discretion; pay in whole or in part all debts which are due and enforceable against my estate, the expenses of the last illness, funeral, and administration and all death taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of my death.
  - (2) Any federal and/or state death taxes imposed on any trust assets, or on any assets included in my taxable estate not part of the trust fund (or not added to the trust fund following my death) shall be paid from the residue of the Trust Estate (i.e., after any specific distributions) and shall <u>not</u> be pro-rated among the beneficiaries and/or trusts who actually receive such property. Provided however:
    - (a) No death taxes shall be apportioned to, charged against or paid from any gift made to a charitable organization that qualifies for a charitable deduction under §2055 of the Code.
    - (b) No death taxes shall be apportioned to, charged against or paid from any property qualifying for the marital deduction under §2056 of the Code.

- (c) No death taxes shall be apportioned to, charged against or paid from any other property excluded from the imposition of death taxes by reason of any exemption, exclusion, or deduction applicable to the property, or because of (i) provisions of my Will or this Trust Agreement that expressly exclude the property from taxation; (ii) the relationship between me and the beneficiary of the property; or (iii) the character of the property. All such property shall pass free of death taxes.
- (d) All death taxes imposed on property includible in my gross taxable estate under §2041 of the Code by reason of a general power of appointment held by me shall be charged to and paid from the property subject to the power. Further, I direct that the amount of the general power of appointment property equal to the death taxes attributable to the value of the property shall be paid to the Trustee, to be held in this trust and used to pay death taxes. The amount of death taxes attributable to the property shall equal (i) the amount of all death taxes imposed on my taxable estate (including the value of the general power of appointment property), less (ii) the amount of all death taxes that would have been imposed on my taxable estate excluding the value of the general power of appointment property. The rules promulgated under §2207 of the Code shall apply in determining the amount of the incremental tax to be paid from the general power of appointment property.
- (e) Any increment in death taxes attributable to other property in which I had a life interest or a term interest that did not end prior to my death (including a life estate or life income interest) and which is included in my gross taxable estate shall be borne by the holder or recipient of that property.
- (f) Not withstanding the general language of this subparagraph 6.E., the state inheritance tax, if any, based on the relationship of the beneficiary to me shall be paid by each beneficiary who has received a distribution of the Trust Estate which gives rise to such tax.
- (3) Such authorized payments shall specifically exclude the payment of any generation-skipping transfer tax which shall be specifically borne by the asset(s) giving rise to such tax.
- 6.F. **Distribution at My Death.** On my death, the Trustee shall hold, administer and distribute the trust fund, as then constituted, plus any additions thereto as a result of my death (all of which is hereafter referred to as the "Trust Estate") as follows:
  - (1) The Trustee shall distribute, free of trust, such items of my tangible personal property as may then be included in the Trust Estate in accordance with any written

instructions left by me and the remainder of such personal property, or all of it if no such instructions are left, .

- (2) The Trustee shall hold, administer and distribute a sum equal to Fifty Percent (50%) of the residue of the Trust Estate in further trust hereunder (hereinafter referred to as the "Special Trust") on the following terms and conditions:
  - (a) This trust is created for the benefit of my daughter NADIA M. THRASH. The primary purpose of this trust is to provide a supplemental and emergency fund to supplement any public benefits available to Nadia during her lifetime. It is my intent that the assets of the Special 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 trust were to be invaded by creditors or subject to any liens or encumbrances, or if the terms of this trust were to be applied so as to cause Nadia's eligibility for public benefits to be terminated, it is likely that the trust assets would be depleted before her death and the purpose of this trust could not then be fulfilled.
  - (b) During the lifetime of Nadia, the Trustee shall pay over to or for the benefit of Nadia as much of the net income and as much of the principal of the 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 Nadia's special needs. For this purpose, "special needs" refers to the requisites for maintaining Nadia'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 Nadia. "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 Nadia regarding 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 Nadia as provided in this section. Any expenditure permitted by this section may be made either with or without prior court order.
  - (c) It is my intent that any payments or distributions from this trust to or for the benefit of Nadia shall supplement (but not replace) any public benefits or other private resources available to her. The Trustee may, in the exercise of the Trustee's discretion, seek as necessary all available public benefits for Nadia'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 Nadia. All public benefits received

by the Trustee for that purpose, together with any other resources available to Nadia, shall be taken into account by the Trustee in making payments or distributions to or for the benefit of Nadia. The Trustee shall regularly consult with Nadia and any persons or entities providing care or assistance to Nadia for the purpose of determining Nadia'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 Nadia 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 Nadia to satisfy those needs.

- (d) No part of the income or principal of the 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 Nadia. For purposes of determining Nadia's eligibility for any public benefits, no part of the principal or undistributed income of the Trust Estate shall be considered available to her, and she shall have no right to compel the Trustee to release principal or income to her or for her benefit or otherwise to have any access to any of the trust assets. In the event that the Trustee is requested to release principal or income of the trust to or on behalf of Nadia 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 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 may be necessary to continue the eligibility of Nadia for all available public benefits, including obtaining instructions from a court of competent jurisdiction that the trust principal is not available to Nadia for purposes of determining 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 Trust.
- (e) To the extent all income of the Special Trust is not expended by the end of the trust's fiscal year under the provisions of subsection (b) above, the remaining income shall be added to the principal of the Special Trust.
- (f) The discretion of the Trustee shall not be subject to review by Nadia, her creditors and/or any governmental agency. Notwithstanding any other provision of this instrument, if the existence of the Special Trust, or any change in any law, regulation, or rule relating to the Special Trust or the administration of the Special Trust for the benefit of Nadia, should at any time have the effect of disqualifying her for any public benefits, or if Nadia, 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 Nadia 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 trust and distribute the trust principal and income as provided in subsection (g); I request that any person who takes any part of the trust assets as the result of this termination power, conserve and manage such property for the benefit of Nadia during her lifetime to insure that she receives sufficient funds for 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 Nadia's death, or at my death if Nadia should predecease me, the Trustee shall distribute the Special Trust, as then constituted, in the manner hereinafter set forth for the distribution of the residue of the Trust Estate.
- (2) The Trustee shall distribute the rest, remainder and residue of the Trust Estate to my son James E. Wesley, Jr. The rest, remainder and residue of the Trust Estate distributed to James shall be deemed as one (1) share of the estate and such share shall be distributed, or retained in trust, as hereafter provided:
  - (a) The Trustee shall distribute the principal of the share, plus the accrued income of such share, to James.
  - (b) If at my death should James predecease me, the Trustee shall distribute his share to his issue by right of representation. The Trustee shall hold, administer and distribute any such beneficiary's share in the following manner:
    - (i) As to each share so set aside, until each such beneficiary shall attain the age of thirty (30) years, the Trustee shall pay over to, or apply for the benefit of such beneficiary so much of the net income and/or principal of his or her share as the Trustee, in the Trustee's discretion, shall deem advisable for such beneficiary's health, education, support, maintenance and welfare. Any income not so distributed shall be added to principal.
    - (ii) The Trustee shall also pay over to such beneficiary, after he or she shall have attained the age of thirty (30) years, so much of the accrued income and principal of the Trust Estate set aside for such beneficiary as he or she shall request in writing at any time or times.
    - (iii) In the event of the death of any such beneficiary while any undistributed part of his or her share shall then be held in trust hereunder, the Trustee shall (upon the death of said beneficiary)

transfer and deliver forthwith his or her share to said deceased beneficiary's then-living issue, by right of representation. If said deceased beneficiary is not survived by issue, the Trustee shall (upon the death of said beneficiary) distribute such part of the Trust Estate as shall then be held in trust hereunder in the amounts and/or percentages to the individual(s) and/or charitable organization(s) as are hereinafter set forth in Exhibit "B" to this Agreement (as said Exhibit may hereinafter be modified by me).

(3) If Nadia M. Thrash, James E. Wesley, Jr., or issue of James E. Wesley, Jr. are not living at my death or prior to the distribution of the whole of the Trust Estate, the Trustee shall distribute the rest, remainder and residue of the Trust Estate as shall then be held in trust hereunder in the amounts and/or percentages to the individual(s) and/or charitable organization(s) as are hereinafter set forth in Exhibit "B" to this Agreement (as said Exhibit may hereinafter be modified by me).

Executed on ///20 , 2007, in USA County, California. Ethel) M. Harroll Trustor I hereby acknowledge receipt of the trust fund, accept the terms of THE ETHEL M. HARRELL LIVING TRUST, and covenant that I will execute the trust with all due fidelity. Ethelm. Danell ETHELM. HARRELL, Trustee STATE OF CALIFORNIA ) COUNTY OF USA LOS Angoles On this 20th day of november, 2007, before me, Carolyn One Nuff, a Notary Public, personally appeared ETHEL M. HARRELL, personally known to me (or 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. WITNESS my hand and official seal. [SEAL] Carolyn ann neft CAROLYN ANN NES

# SCHEDULE "A"

# OF

# THE ETHEL M. HARRELL LIVING TRUST

# INITIAL TRUST FUNDING

- 1. The real property located at 1600 4th Avenue, Los Angeles, CA
- 2. The real property located at 1935 West 23<sup>rd</sup> Street, Los Angeles, CA.
- 3. The real property located at 1512 West Poplar Street, Compton CA 90220
- 4. All articles of personal and household use and ornament of every kind and description and wheresoever situated.

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RECORDING REQUESTED BY

Melvin Neal, Esq. 520 S. Grand Av., 7th Floor Los Angeles, CA 90071

AND WHEN RECORDED MAIL TO

Melvin Neal, Esq. 520 S. Grand Av., 7th Floor Los Angeles, CA 90071



LATE RECORDING.

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**GRANT DEED** 

ALSO SEE CONVEYANCE INTO TRUST WHICH

The undersigned declares that the DOCUMENTARY TRANSFER TAX is

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This is a various two KTIVESCALLE TRUBT enclosed from a change in amorating under Section 62(4) of the Leavens and Terretion Code and State Heard of Equationism Property Tex Rule 162.

Grantor(s) ETHEL M. HARRELL, a widow, IAMES E. WESLEY, a single man and NADIA M. THRASH, a married woman as her sole and separate property all as joint tenants grants to ETHEL M. HARRELL, a widow the following described real property in the County of Los Angeles, State of California, described as follows:

LOT 23, Block 35 CENTRAL ARLINGTON HEIGHTS, in the City of LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, as per map recorded in Book 30 Page 51 of miscellaneuos records, in the office of the County Recorder of said County.

Commonly known as: 1600 4TH Avenue, Los Angeles, CA 90019

Together with all of grantor's right, title and interest in and to that certain oil and gas lease recorded March 28, 1957 in BOOK 54055, PAGE 229 official records, for the term and upon the terms, conditions, and covenants therein provided.

Dated: Now 20, 2007 Dated: Oranker 27, 2007 Dated: 11/20 2007

Ethel M. Harrell

James E. Wesley

Nadia M. Thrash

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA, ) COUNTY OF Los Angles )

On NOV. 2002 Defore me, ( ARDLYN ANN NEFF , a notary public in and for said County and State, personally appeared BTHEL M. HARRELL and NADIA M. THRASH personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/free subscribed to the within instrument and acknowledged to me that he/she (hey) executed the same in his/her/hei

authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CAROLYN ANN NEFF
Commission & 1264468
Notary Public - California B
Los Angeles County
My Comm. Bayes A 926, 1911

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RECORDING REQUESTED BY:

ETHEL M. HARRELL

WHEN RECORDED, MAIL TO AND MAIL TAX STATEMENTS TO:

> Ms. Ethel M. Harrell 4311 7th Avenue Los Angeles, CA 90008

THIS SPACE FOR RECORDER'S USE ONLY

The undersigned Grantor declares that this conveyance transfers Grantor's interest to Grantor's Revucable Trust for no consideration.

This transaction is exempt from the Documentary Transfer Tax pursuant to R & T Code §11930.

GRANT DEED TO A REVOCABLE TRUST

ONLY ETHEL'S INTEREST

ETHEL M. HARRELL, a widow, the GRANTOR.

HEREBY GRANTS TO

APN: 5072-028-024

ALSO SEE DEED PG 21

ETHEL M. HARRELL, as Trustee of THE ETHEL M. HARRELL LIVING TRUST, U/A dated November 20, 2007, the GRANTEE,

All of THAT PROPERTY situated in the County of Los Angeles, State of California, bounded and described as set forth in Exhibit "A" (attached hereto and incorporated herein by reference).

The then-acting Trustee has the power and authority to encumber or otherwise to manage and dispose of the hereinabove described real property; including, but not limited to, the power to convey.

Executed on 1000. 20 , 2007, in USA County, California.

ETLE M. HARRELL

STATE OF CALIFORNIA

**COUNTY OF LOS ANGELES** 

On this 20 day of Marenha, 2007, before me, Caroly One On this du day of November, 2007, before me, Caroling Commander, a Notary Public, personally appeared ETHEL M. HARRELL, personally known to me for 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.

WITNESS my hand and official seal.

ISEAL

CAROLYN ANN WEFF CAROLYN ANN NETT
Commission # 1764465
Notary Public - Collisionid
WAIT, TAY STATEMENTS TO ABOVE ADDRESS My Comm Poples Aug 28, 2011

# COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

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JAN 24 2008

Director of Public Health and Registrar

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