

## **The Ileana Hardison Family \_ Revocable Living Trust**

I, Ileana Hardison, presently of 987 Santa Clara Street, Santa Clara, California, (the "Grantor") declare and make this revocable living trust (the "Living Trust"). This Living Trust will be known as The Ileana Hardison Family Revocable Living Trust.

### **Trust Purpose**

1. This Living Trust is created for the benefit of the Beneficiaries to ensure they are well provided for after the death of the Grantor, however during the lifetime of the Grantor, the interests of the Grantor will be considered primary and superior to the interests of the Beneficiaries. With this purpose, the primary asset management goal for this Living Trust will be the protection of the value of the Property. The secondary asset management goal for this Living Trust is to generate income and growth at a reasonable risk.

### **Trustee**

2. During the lifetime of the Grantor, and while the Grantor is not Incapacitated, the Grantor will serve as the primary trustee (the "Primary Trustee") and the Acting Trustee of this Living Trust.
3. Upon the death of or during the Incapacity of the Grantor, then Thomas Hardison of 987 Santa Clara Street, Santa Clara, California, (the "Successor Trustee") will serve as the Acting Trustee of this Living Trust. If the Grantor should recover such that they are no longer considered Incapacitated then the Grantor will resume their control of the management of this Living Trust.

**Beneficiaries**

4. Upon the death of the Grantor, the following individual(s) will comprise the beneficiaries (the "Beneficiaries") of this Living Trust:
  - a. The residuary beneficiary, Nancy Zill of 46554 Pacifica, Eureka, California,  
; and  
The residuary beneficiary, Johnny Taylor of 1967 Pikes Peak Way,  
Colorado Springs, Colorado .
  - b. Any heir or issue of those beneficiaries that is entitled to a benefit under this Living Trust in the place of any then deceased beneficiary.

**Ownership of Property**

5. The Grantor presently owns property (the "Property") as described in Schedule A.

**Assign and Convey Property to Living Trust**

6. Ileana B. Hardison, as Grantor, has or will assign, convey and deliver all of the rights, title and interest in the Property as described in Schedule A of this document as a gift and without consideration, to be held by this Living Trust.

**Amendment During Grantor's Lifetime**

7. At any time during the lifetime of the Grantor and while the Grantor is not Incapacitated, the Grantor may, subject to the other provisions of this section, alter or amend this Living

Trust on delivery to the Successor Trustee of a written instrument signed by the Grantor.

Amendments may include, but are not limited to, the following:

- a. The Grantor may change the number and identity of the Grantor, the Primary Trustee, the Successor Trustee or the Beneficiaries.
  - b. The Grantor may add or withdraw property from this Living Trust.
8. This Living Trust may not be amended after the death of the Grantor.

#### **Revocation During Grantor's Lifetime**

9. At any time during the lifetime of the Grantor and while the Grantor is not Incapacitated, the Grantor may, subject to the other provisions of this section, revoke this Living Trust in its entirety on delivery to the Successor Trustee of a written instrument signed by the Grantor. In the event of such revocation, the remaining Property will revert to the Grantor after all the debts and expenses attributable to the Living Trust have been paid.
10. This Living Trust may not be revoked after the death of the Grantor.

#### **Distributions During the Lifetime of the Grantor**

11. During the lifetime of the Grantor and while the Grantor is not Incapacitated, the Acting Trustee will distribute as much of the income and principal of the Living Trust to the Grantor as the Grantor may request. While the Grantor is Incapacitated and no longer able to manage or continue to manage their own affairs, then the Acting Trustee may withhold or make payments out of the resources of this Living Trust of any amount that the Acting

Trustee in their sole judgment deems appropriate for the maintenance, comfort and welfare of the Grantor.

**Distributions Upon Death of the Grantor**

12. Upon the death of the Grantor, and after resolving all applicable legal debts and obligations of the Grantor, the Acting Trustee will expeditiously act to distribute the remaining Property as directed in this section.
13. After resolving all applicable legal debts and obligations of the Grantor, the Acting Trustee will divide the rest and residue of this Living Trust into one hundred (100) equal shares (the "Shares") and distribute these Shares as follows (the "Final Distribution"):
  - a. 50 Shares to Nancy Zill of 46554 Pacifica, Eureka, California.
  - b. 50 Shares to Johnny Taylor of 1967 Pikes Peak Way, Colorado Springs, Colorado.
14. Where a Beneficiary is a Minor Beneficiary at the time of the Final Distribution then the Acting Trustee may, at their sole discretion:
  - a. Continue to act as Trustee by holding the Share of any Minor Beneficiary in a separate trust for that Minor Beneficiary under the same terms and conditions as outlined in this Living Trust, and to keep that Share invested, and pay the income or capital or as much of either or both as the then Acting Trustee considers advisable for the maintenance, education, advancement or benefit of that Minor Beneficiary until that Minor Beneficiary reaches the Age of Majority whereupon the then

Acting Trustee will pay or transfer the rest and residue of that Share to that Beneficiary; or

- b. Pay or transfer all capital, assets and property of that Share or the amount remaining of that Share to any parent, custodian or guardian of that Minor Beneficiary subject to the same terms and conditions contained in this Living Trust and the receipt by that parent, custodian or guardian will discharge all duties and obligations of the Acting Trustee.

15. Where a Beneficiary is an Adult Dependent Beneficiary at the time of the Final Distribution, the Acting Trustee may, at their sole discretion:

- a. Continue to act as Trustee by holding the Share of any Adult Dependent Beneficiary in a separate trust, subject to the same terms and conditions contained in this Living Trust, and to keep that Share invested, and pay the income or capital or as much of either or both as the then Acting Trustee considers advisable for the maintenance, education, advancement or benefit of that Adult Dependent Beneficiary; or
- b. Pay or transfer all capital, assets and property of that Share or the amount remaining of that Share of that Adult Dependent Beneficiary to any parent, custodian or guardian of that Adult Dependent Beneficiary subject to the same terms and conditions contained in this Living Trust and the receipt by that parent, custodian or guardian will discharge all duties and obligations of the Acting Trustee.

16. If any of the named Beneficiaries do not survive the Grantor by at least thirty (30) days but do leave an heir or issue who survives the Grantor by at least thirty (30) days, then the Specific Gift or the Share designated for that Beneficiary, of whatever kind and character, and wherever located, will be distributed per stirpes among those surviving heirs or issue. Where those surviving heirs or issue are not of the Age of Majority, the Acting Trustee may pay or transfer all capital, assets and property attributable to those minor heirs or issue of that Beneficiary to any parent, custodian or guardian of those minor heirs or issue, subject to the same terms and conditions contained in this Living Trust, and the receipt by that parent, custodian or guardian will discharge all duties and obligations of the Acting Trustee.
17. If any of the residual Beneficiaries do not survive the Grantor by at least thirty (30) days and do not leave an heir or issue who survives the Grantor, then the Share designated for that Beneficiary, will revert to the residue of this Living Trust.
18. If all of the successor Beneficiaries do not survive the Grantor by at least thirty (30) days and do not leave an heir or issue who survives the Grantor by at least thirty (30) days, then all of the remaining property in this Living Trust, of whatever kind and character, and wherever located, will revert to the estate of the Grantor.
19. If any of the real property to be distributed in this Living Trust remains subject to a mortgage at the time of the Final Distribution, then the Beneficiary taking that mortgaged

property will take that property subject to that mortgage and the Beneficiary will not be entitled to have the mortgage paid out or resolved from the remaining assets or residue of this Living Trust.

20. If any of the personal property to be distributed in this Living Trust is subject to any encumbrances or liens at the time of the Final Distribution, then the Beneficiary taking that property will take that property subject to those encumbrances or liens and the Beneficiary will not be entitled to have any encumbrance or lien paid out or resolved from the remaining assets or residue of this Living Trust.

#### **Trustee Bond**

21. Subject to the laws of the State of and any other applicable jurisdiction, no bond or security of any kind will be required of any Trustee appointed in this Living Trust agreement.

#### **Trustee Liability**

22. The Trustee will not be liable to this Living Trust, the Grantor or to the Beneficiaries for any act or failure to act resulting in loss or harm to this Living Trust, the Grantor or to the Beneficiaries except in the case of gross negligence, willful misconduct, or reckless indifference to the purposes of the trust or the interests of the Beneficiaries. A Trustee will only be responsible for his or her own acts and no Trustee will be liable for any act occurring in the periods before or after the tenure of that Trustee. Any outstanding liabilities of a deceased, resigning or removed Trustee are not discharged or affected by the Trustee's death, resignation or removal.

### **Trustee Death or Resignation**

23. A Trustee may resign at any time for any reason upon at least 30 days' notice to the Grantor, if the Grantor is still alive, to any remaining Trustee, if there are any, and to the Qualified Beneficiaries. If a Trustee dies, that Trustee will cease to be a Trustee as of the date of their death.

### **Trustee Removal**

24. After the death of the Grantor, the Qualified Beneficiaries may, by unanimous vote of all of the Qualified Beneficiaries, remove a Trustee for any reason or for no reason at the sole discretion of the Qualified Beneficiaries.

25. At any time after the death or disability of the Grantor, a Trustee or a Qualified Beneficiary may apply to a court of competent jurisdiction to remove a Trustee. A Trustee may also be removed by the court on the court's own initiative.

### **Trustee Replacement**

26. At any time where the Grantor is alive and not Incapacitated and where a Trustee has been removed, died, resigned or is no longer able to act as Trustee for any reason, a replacement Trustee may be appointed by the Grantor.
27. Where the Grantor is deceased or Incapacitated, and where a Trustee has been removed, died, resigned or is no longer able to act as Trustee for any reason, and where a replacement



Trustee is deemed necessary by the remaining Acting Trustee, a replacement Trustee may be appointed by a majority vote of all Acting Trustee still able and authorized to act.

28. Where the Grantor is deceased or Incapacitated, and where the Living Trust is left with no Trustee, a replacement Trustee may be appointed by a unanimous vote of the Qualified Beneficiaries.

### **Trustee Powers**

29. Powers granted to an Acting Trustee of this Living Trust include, but are not limited to, the following:
- a. The Trustee will have the same rights and obligations to manage the Property as if the Trustee were the owner of the Property.
  - b. After the death of the Grantor, the Trustee will have the power to appoint one or more individuals or institutions to act as co-Trustee where it is deemed reasonable and in the best overall interest of this Living Trust.
  - c. The Trustee may employ and rely on the advice of experts including, but not limited to, legal counsel, accountants and investment advisors to help in the management of the Property where that hiring is deemed reasonable and in the best overall interest of this Living Trust.

- d. The Trustee may retain, exchange, insure, repair, improve, sell or dispose of any and all personal property belonging to this Living Trust as the Trustee deems reasonable and in the best overall interest of this Living Trust, without liability for loss or depreciation.
- a. The Trustee may invest, manage, lease, rent, exchange, mortgage, sell, dispose of or give options without being limited as to term and to insure, repair, improve, or add to or otherwise deal with any and all real property belonging to this Living Trust as the Trustee deems reasonable and in the best overall interest of this Living Trust, without liability for loss or depreciation.
- f. The Trustee may maintain, continue, dissolve, change or sell any business which is part of this Living Trust, or purchase any business on behalf of this Living Trust, as the Trustee deems reasonable and in the best interest of this Living Trust.
- g. The Trustee may purchase, maintain, convert and liquidate investments or securities, at reasonable risk, and for the purpose of generating income and growth, and vote stock in person or by proxy, or exercise any option concerning any investments or securities, as the Trustee deems reasonable and in the best overall interest of this Living Trust, without liability for loss or depreciation.
- h. The Trustee may open or close bank accounts wherever reasonable and in the best interest of this Living Trust.

- i. The Trustee may invest and reinvest the assets of this Living Trust, at reasonable risk, for the purpose of generating income and growth, as the Trustee deems reasonable and in the best overall interest of this Living Trust, without liability for loss or depreciation.
- j. The Trustee may hold un-invested cash and unproductive property where it is reasonable and in the best interest of this Living Trust to do so including, but not limited to, for the purpose of protecting the capital and principal of this Living Trust.
- k. The Trustee may lend funds to any borrower where the loan is adequately secured by sufficient collateral and where the loan is reasonable and in the best overall interest of this Living Trust.
- l. The Trustee may borrow funds from any lender and mortgage or otherwise encumber any asset belonging to this Living Trust where the loan is reasonable and in the best overall interest of this Living Trust.
- m. The Trustee may maintain, settle, abandon, sue or defend, or otherwise deal with any claim where it is reasonable and in the best interest of the Living Trust to do so.
- n. The Trustee may make the Final Distribution in any combination of cash and property. Property selection and valuation in the course of the Final Distribution

will be made in the good faith discretion of the Trustee and will be binding on all Beneficiaries.

30. It is incumbent on the Trustee to act as fiduciaries, in good faith and in the best interest of the Living Trust.

31. All decisions of the Acting Trustee, made in good faith, regarding the management of this Living Trust will be final and binding on all parties.

32. The above authority and powers granted to the Trustee are in addition to any powers and elective rights conferred by state or federal law or by other provisions of this Living Trust and may be exercised as often as required, and without application to or approval by any court.

#### **Trustee Compensation**

33. Any Trustee who is not a Beneficiary of this Living Trust will receive reasonable compensation out of the resources of this Living Trust for services rendered. A Trustee who is also a Beneficiary under this Living Trust will serve without compensation.

#### **Trustee Expenses**

34. A Trustee is entitled to be reimbursed out of the income and property of this Living Trust for any and all expenses, including interest where appropriate, where the expense is reasonably and properly incurred in the management of this Living Trust.

**Spendthrift Clause**

35. No Beneficiary of this Living Trust will have the power to transfer, sell, assign, or otherwise encumber any assets or property held by this Living Trust prior to the Final Distribution by the Acting Trustee. Similarly, the right of distribution held by any Beneficiary under this Living Trust agreement will not be subject to judicial encumbrance prior to the Final Distribution by the Acting Trustee.

**Outstanding Debts, Taxes or Funeral Expenses**

36. After the death of the Grantor, and prior to the Final Distribution, the Acting Trustee will pay all legally enforceable debts and taxes attributable to the Grantor out of the assets of this Living Trust.

**Tax Identification**

37. For tax purposes, this Living Trust will be identified by the Grantor's Social Security Number during the lifetime of the Grantor. After the death of the Grantor, the Acting Trustee will apply to the IRS for any necessary tax identification numbers.

**Homestead Tax Exemption**

38. If the principal residence of the Grantor is held within this Living Trust, the Grantor maintains the right to possess and inhabit the residence without rent and charge-free, for the duration of their lifetime. This is intended for the purpose of giving the Grantor a beneficial interest and possessor rights in the residence and to ensure that the Grantor does

not lose any eligibility for a state homestead tax exemption that they would otherwise qualify for.

#### **Vote of Minor or Adult Dependent Beneficiaries**

39. Where a Beneficiary is a Minor or Adult Dependent Beneficiary and a vote, consent, or decision of the Qualified Beneficiaries is required, then the parent, custodian or guardian for that Minor or Adult Dependent Beneficiary, acting in the best interest of that Minor or Adult Dependent Beneficiary, will be allowed to take the place of that Minor or Adult Dependent Beneficiary for the purpose of that vote, consent, or decision.

#### **Termination of Trust**

40. This Living Trust will terminate where the Property of this Living Trust is exhausted through distributions.
41. In the event that the Acting Trustee concludes that the value of the Property is insufficient to justify the cost of administration and that the aggregate value of the Property is less than \$50,000.00 (USD), the Acting Trustee may terminate this Living Trust after providing notice to the Qualified Beneficiaries. Where this Living Trust is terminated under this section, the Acting Trustee will distribute the Property in a manner consistent with and as described in the distributions sections of this Living Trust.

#### **Abstract of Trust**

42. The Acting Trustee may execute an abstract of this Living Trust (the "Abstract of Trust") and may present the Abstract of Trust to a financial institution as proof of the existence of this Living Trust. The Abstract of Trust should not contain full details of the property holdings of the Living Trust nor should it name all of the Beneficiaries of the Living Trust. Any person who is presented with an Abstract of Trust with regard to this Living Trust will be held harmless for relying on the Abstract of Trust.

### **Governing Law**

43. This Living Trust will be governed in accordance with the laws of the State of .

### **Severability**

44. If any provisions of this Living Trust are deemed unenforceable, the remaining provisions will remain in full force and effect.

### **Definitions**

45. For the purpose of this Living Trust the following definitions will apply:

- a. "Acting Trustee" means any Trustee who is currently serving as a Trustee of this Living Trust.
- b. "Adult Dependent Beneficiary" means an adult beneficiary who is unable to manage their own financial affairs by reason of mental or other disability.
- c. "Age of Majority" means the age of majority of the jurisdiction where a beneficiary ordinarily resides.

- d. "Incapacity" or "Incapacitated" means when a person is unable to manage their own financial affairs by reason of mental or other disability.
- e. "Minor Beneficiary" means a beneficiary who is under the legal Age of Majority.
- f. "Trustee" means any Primary Trustee or Successor Trustee as well as any replacement or additional Trustee appointed for this Living Trust.
- g. "Qualified Beneficiary" means any beneficiary, who at the date the beneficiary's qualification to receive benefits from the Living Trust or act under the Living Trust is determined, is entitled to a benefit of this Living Trust.

IN WITNESS WHEREOF, the party hereto has signed their name on this the 5th day of May, 2010 in Santa Clara, California, declaring and publishing this instrument as the Grantors' Living Trust.

Ileana Hardison (Grantor)

#### ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA §

COUNTY OF Humboldt §

I \_\_\_\_\_, a Notary Public in and for said County and State, hereby certify that Ileana Hardison, having signed this Living Trust, and being known to me (or whose identity has been proven on the basis of satisfactory evidence), acknowledged before me on this day that, being informed of the contents of the conveyance, the Grantor has executed this Living Trust voluntarily and with lawful authority.



Given under my hand this 5th day of May, 2010.

\_\_\_\_\_

Notary Public for the State of Alabama

My commission expires: \_\_\_\_\_

The Grantor assigns, conveys and delivers to this Living Trust, all of the rights, title and interest, tangible or intangible, to the following properties, real or personal:

1. \_\_\_\_\_