

LAST WILL OF CANDACE DIANE POWER-QUINN

I, Candace Diane Power-Quinn, a resident of San Bernardino County, California, declare that this is my will. I hereby revoke all my previous wills and codicils.

ARTICLE ONE. INTRODUCTORY PROVISIONS

1.1 Marital Status

I am married to Leonard Bruce Quinn, and all references in this will to “my husband” are to him.

1.2 Identification of Living Child

I have three living child; namely, Carissa Boyd, Aimee Meeks, and Billy Meeks.

1.3 No Deceased Children

I have no deceased children.

1.4 No Contract Affecting Will

I have not entered into any contract to make a will or a testamentary gift, to not revoke a will or a testamentary gift, or to die intestate.

1.5 No Exercise of Power of Appointment

I intentionally refrain from exercising any power of appointment that I now possess or that hereafter may be conferred on me.

ARTICLE TWO. PARTICULAR GIFTS

2.1 Specific Gift of Personal and Real Property

I give all my personal effects, jewelry, 2004 Jaguar Automobile, bonds, and my 50% in the unimproved real property located in Cabazon, California that I hold title to with my sister June Ramirez, together with my interest in any insurance on that property, to my children in

equally shares by right of representation. If none of my issue survive me, then these specific gifts I give to my husband Leonard Bruce Quinn.

2.2 Balance of Tangible Personal Property

I give all of my tangible personal property that is not otherwise disposed of as a specific gift in this will, including my interest in any insurance on that property, to my husband, if he survives me, and if he does not survive me, to my children in equal shares by right of representation.

2.3 Residence

I give to my husband, if he survives me, all of my interest in the property that we occupy as our principal place of residence at my death, together with my interest in the insurance on that property. If my husband does not survive me, this gift shall lapse and become part of the residue of my estate. This property shall pass subject to any liens and encumbrances, without exoneration.

ARTICLE THREE. RESIDUARY PROVISIONS

3.1 Disposition of Residue If My Husband Survives Me

If my husband survives me, I give the residue of my estate outright to him.

3.2 Intention That Preceding Disposition Be Eligible for Marital Deduction

I intend that the disposition in the preceding section of this will be eligible for the federal estate tax marital deduction, and this instrument shall be construed accordingly. No fiduciary under this will shall take any action or exercise any power that may impair the federal estate tax marital deduction.

3.3 Disposition of Residue if My Husband Does Not Survive Me

If my husband does not survive me, I give the residue of my estate to my children in equal shares by right of representation.

3.4 Separate Share Trust for Issue

Each portion of my estate and each portion of the trust property of a trust created by my will that are allocated to a Separate Share Trust for Issue for the benefit of the beneficiary, as defined in subsection 4.1(a) below, when that beneficiary is under the age of twenty-one (21) years shall be held, administered, and distributed by the trustee as a separate trust, as follows:

(a) Beneficiary

The beneficiary of this trust is the individual issue of a deceased child of mine or the individual issue of mine, as the case may be, for whom this trust is created pursuant to the other provisions of this will.

(b) Discretionary Payments of Income and Principal

At any time or times during the trust term, the trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as the trustee deems proper for that beneficiary's comfort, welfare, and happiness (including a beneficiary who is a trustee, notwithstanding subdivision © of California Probate Code Section 16081). In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources that are known to the trustee and that are readily available to the beneficiary for use for these purposes. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion. The trustee shall accumulate and add to principal any net income not distributed.

(c) Distribution on Termination

The trust shall terminate on the beneficiary reaching 21 years of age or on the death of the beneficiary, whichever occurs first. If the trust terminates on the beneficiary reaching 21 years of age, the trustee shall distribute the trust property (including all income then accrued but uncollected and all net income then remaining in the hands of the trustee) to the beneficiary outright. If the trust terminates on the death of the beneficiary, the trustee shall distribute the trust

property to the then-living issue of the beneficiary in the manner provided in California Probate Code Section 246, or if the beneficiary has no issue then living, to the then-living issue of my deceased child who is the ancestor of the beneficiary, with those issue taking in the manner provided in California Probate Code Section 246.

(d) Final Disposition

If the trust property is not completely disposed of by the preceding provisions, the undisposed-of portion shall be distributed outright to my then-living issue in the manner provided in California Probate Code Section 246. If any trust property then remains undisposed, that undisposed trust property shall be distributed outright to my heirs.

3.5 Spendthrift Clause

The interests of each trust beneficiary under this will are not transferable by voluntary or involuntary assignment or by operation of law, and shall be free from the claims of creditors and from attachment, execution, bankruptcy, and other legal process, to the maximum extent permitted by law. If any such transfer is made or attempted by or against a trust beneficiary, all further trust payments of income or principal or both to that beneficiary (and any right of that beneficiary to such payments) shall be suspended for a period of time or indefinitely (but not for longer than the term of the trust) as the trustee determines. In lieu of payments to that beneficiary, the trustee may apply so much of the trust income or principal or both to which the beneficiary would otherwise be entitled as the trustee deems necessary for the beneficiary's education and support. All trust income (to which the beneficiary would otherwise be entitled) not so applied shall in the discretion of the trustee be accumulated and added to trust principal at such time or times as the trustee deems proper.

ARTICLE FOUR. EXECUTOR

4.1 Nomination of Executor

I nominate Leonard Bruce Quinn, my husband, as executor of this will.

4.2 Successor Executors

If the office of executor becomes vacant, by reason of death, incapacity, or any other reason then I nominate Billy Meeks, my son, as successor executor.

If Billy Meeks is unable (by reason of death, incapacity, or any other reason) or unwilling to serve as successor executor, a new executor or set of coexecutors shall be appointed by the court.

4.3 Definition of Executor

The term "executor," as used in this will, refers to each personal representative of my estate who is serving at the pertinent time.

4.4 Waiver of Bond

No bond or undertaking shall be required of any executor nominated in this will.

4.5 General Powers of Executor

The executor shall have full authority to administer my estate under the California Independent Administration of Estates Act. Subject to any limitations stated elsewhere in this will, the executor shall have, in addition to all of the powers now or hereafter conferred on executors by law, and any powers enumerated elsewhere in this will, the power to perform any of the acts specified in this section.

- (a) Take possession or control of all of my estate subject to disposition by this

will, and collect all debts due to me or to my estate;

(b) Receive the rents, issues, and profits from all real and personal property in my estate until the estate is settled or delivered over by order of court to my heirs or beneficiaries;

(c) Pay taxes on, and take all steps reasonably necessary for the management, protection, and preservation of, all property in my estate;

(d) Commence and prosecute, either individually or jointly with my heirs or beneficiaries, any action necessary or proper to quiet title to or recover possession of any real or personal property in my estate;

(e) Vote in person, and give proxies to exercise, any voting rights with respect to any stock, any membership in a nonprofit corporation, or any other property in my estate, and waive notice of a meeting, give consent to the holding of a meeting, and authorize, ratify, approve, or confirm any action that could be taken by shareholders, members, or property owners;

(f) Insure the property of my estate against damage or loss, and insure the executor against liability to third persons;

(g) Deposit money belonging to my estate in an insured account in a financial institution in California;

(h) Borrow money on behalf of my estate and pledge, hypothecate, or otherwise encumber property of my estate, real or personal, as security for any sums so borrowed;

(i) Pay any and all charges reasonably incurred in connection with or incidental to the distribution of any property of my estate, including but not limited to expenses of storage, freight, shipping, delivery, packing, and insurance; and, on any accounting, treat any such expenditures as expenses of the administration of my estate;

(j) If any asset of my estate consists of an option right, exercise the option after authorization by order of court, upon a showing that the exercise would be to the advantage of my estate, and use any funds or property in my estate to acquire the property covered by the option;

(k) Hold a security in the name of a nominee or in any other form without disclosure of my estate so that title to the security may pass by delivery;

- (l) Sell, at either public or private sale and with or without notice, lease, and grant options to purchase, any real personal property belonging to my estate, on such terms and conditions as the executor determines to be in the best interest of my estate;
- (m) Dispose of or abandon tangible personal property, except tangible personal property that is a specific gift, when the cost of collecting, maintaining, and safeguarding the property would exceed its fair market value;
- (n) Compromise or settle any claim, action, or proceeding by or for the benefit of, or against, me, my estate, or the executor, subject only to any confirmation of court that may be required by law;
- (o) Employ professional investment counsel to make recommendations with respect to, and otherwise assist in, investing the assets of my estate; and, on any accounting, treat any fees paid to investment counsel as expenses of the administration of my estate.

4.6 Power to Invest

The executor shall have the power to invest and reinvest any money of my estate not reasonably required for the immediate administration of my estate in any kind of property, real, personal, or mixed, and in any kind of investment, including but not limited to improved and unimproved real property, interest-bearing accounts, certificates of deposit, corporate and governmental obligations of any kind, preferred or common stocks, mutual funds, investment trusts, money-market funds, taxable and tax-exempt commercial paper, repurchase and reverse repurchase agreements, and stocks, obligations, and shares or units of common trust funds of any corporate fiduciary.

4.7 Division or Distribution in Cash or in Kind

In order to satisfy a pecuniary gift or to distribute or divide estate assets into shares or partial shares, the executor may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property

in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this will shall be valued at its fair market value at the time of distribution.

4.8 Tax Powers

The executor shall have the power, in the executor's sole discretion, to do any or all of the following acts:

- (a) to elect the alternate valuation date if an estate tax return is filed;
- (b) to apply for any deferrals available to the estate under the federal estate tax law for the payment of estate taxes;
- (c) to elect any item either as an income or estate tax deduction for any tax reporting purpose;
- (d) to determine when a particular item will be deducted or reported as income.

In addition, the executor shall have the discretion to file a federal estate tax return for me and to elect on such return that my surviving husband may take into account my potentially available Deceased Spousal Unused Exclusion Amount ("DSUEA").

No person adversely affected by any of these choices is entitled to any reimbursement or adjustment, and the executor shall not be required to make any adjustment between income and principal or in the amount of any property passing to any beneficiary as a result of any election under this provision. The preceding sentence is applicable in all events, including when the executor shall exercise any discretion the executor may hold to allocate the benefits of such actions or elections among the various beneficiaries, even if the consequence of such actions or elections is to directly or indirectly prefer one beneficiary or group of beneficiaries over others.

4.9 Power to Purchase Estate Property

The executor shall have the power to sell any property of my estate to, or exchange any property of my estate with the property of, any person serving as executor at the time of the sale or exchange, provided that any such sale or exchange shall be for adequate consideration.

4.10 Payments to Legally Incapacitated Persons

If at any time any beneficiary under this will is a minor, or it appears to the executor that any beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the executor, in lieu of making direct payments to the beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to the beneficiary's custodian under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of twenty-five (25) years; to one or more suitable persons as the executor deems proper, such as a relative or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. If there is no custodian then serving or nominated to serve by the testator for a beneficiary, the personal representative or executor, as the case may be, shall designate the custodian. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the executor for all purposes.

ARTICLE FIVE. TRUSTEE

5.1 Nomination of Trustee

I nominate Leonard Bruce Quinn, my husband, as trustee of any trust created under this

will.

5.2 Successor Trustees

If the office of trustee becomes vacant, by reason of death, incapacity, or any other reason then I nominate Billy Meeks, my son, as successor trustee.

If Billy Meeks is unable (by reason of death, incapacity, or any other reason) or unwilling to serve as successor trustee, a new trustee or set of cotrustees shall be appointed by the court.

5.3 Definition of Trustee

Reference in this instrument to “the trustee” shall be deemed a reference to whoever is serving as trustee or cotrustees, and shall include alternate or successor trustees or cotrustees, unless the context requires otherwise.

5.4 Waiver of Bond

No bond or undertaking shall be required of any trustee of any trust under this will, whether or not nominated in this will.

5.5 General Powers of Trustee

To carry out the purposes of any trust created under this will, the trustee shall have all of the powers enumerated in this will and all powers now or hereafter conferred on trustees under California law, subject to any limitations stated elsewhere in this will.

5.6 Power to Retain Trust Property

The trustee shall have the power to retain property received into the trust at its inception or later added to the trust, without regard to whether the trust investments are diversified, until, in the judgment of the trustee, disposition of the property should be made.

5.7 Power to Invest Trust Property

The trustee shall have the power to invest in and acquire every kind of property, real, personal, or mixed, and every kind of investment, including but not limited to improved and unimproved real property, corporate and government obligations of every kind, stocks (both preferred and common), shares of mutual funds of any character, shares of investment companies, interest-bearing accounts, and foreign assets. The trustee is under no duty to diversify investments. This section of the will shall be construed as expanding the standards set forth in the California Uniform Prudent Investor Act.

5.8 Divestment of Unproductive Property

The trustee shall have the power to retain property only so long as that property is income-producing. If any income-producing property ceases to produce income, the trustee shall, within a reasonable amount of time, replace the unproductive property with income-producing property.

5.9 No Duty to Segregate

Each trust created under this will shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

5.10 Power to Divide or Combine Trusts

The trustee shall have the power to divide a single trust into separate shares, each to be administered in accordance with the terms and conditions of the single trust from which they were created, when the trustee, in the trustee's discretion, determines that division is desirable or

advisable in view of tax considerations (including considerations related to the income tax, the gift tax, the estate tax, or the generation-skipping transfer tax) or other objectives of the trusts and their beneficiaries. The trustee shall not be required to make a physical segregation or division of the various trust shares created under this will, except as segregation or division may be required by reason of the termination and distribution of any of the trusts, but the trustee shall keep separate accounts and records for different undivided interests. The trustee, in the trustee's discretion, shall have the further power to combine two or more trusts having substantially the same terms into a single trust for purposes of administration, when tax or other factors indicate that such combination would be desirable or advisable.

5.11 Trustee's Power to Determine Income and Principal

Unless otherwise specifically provided in this will, the determination of all matters with respect to what is principal and income of any trust under this will and the apportionment and allocation of receipts, expenses and other charges between principal and income shall be governed by the provisions of the California Uniform Principal and Income Act from time to time existing. The trustee in the trustee's discretion shall determine any matter not provided for either in this instrument or in the California Uniform Principal and Income Act.

5.12 Division or Distribution in Cash or in Kind

In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this will shall be valued at its fair market value at the time of distribution.

5.13 Payments to Legally Incapacitated Persons

If at any time any trust beneficiary under this will is a minor, or it appears to the trustee that any trust beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the trustee, in lieu of making direct payments to the trust beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to the beneficiary's custodian under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of twenty-five (25) years; to one or more suitable persons as the trustee deems proper, such as a relative or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. If there is no custodian then serving or nominated to serve by the testator for a beneficiary, the personal representative or trustee, as the case may be, shall designate the custodian. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes.

5.14 Written Notice to Trustee

Until the trustee receives written notice of any death or other event upon which the right to payments from any trust may depend, the trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

ARTICLE SIX. CONCLUDING PROVISIONS

6.1 Definition of Death Taxes

The term "death taxes," as used in this will, shall mean all inheritance, estate, succession,

and other similar taxes that are payable by any person on account of that person's interest in my estate or by reason of my death, including penalties and interest, but excluding the following:

- (a) Any additional tax that may be assessed under Internal Revenue Code Section 2032A.
- (b) Any federal or state tax imposed on a "generation-skipping transfer," as that term is defined in the federal tax laws, unless the applicable tax statutes provide that the generation-skipping transfer tax on that transfer is payable directly out of the assets of my gross estate.

6.2 Payment of Death Taxes

The executor shall pay death taxes, whether or not attributable to property inventoried in my probate estate, by prorating and apportioning them among the persons interested in my estate as provided in the California Probate Code.

6.3 Simultaneous Death

If any beneficiary under this will and I die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or I died first, I shall be deemed to have survived that beneficiary, and this will shall be construed accordingly.

6.4 Survivorship Requirement

For purposes of this will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within thirty (30) days after my death.

6.5 Intentional Omission of Children Born or Adopted After Execution of Will

Except as otherwise provided in this will, I have intentionally failed to provide in this will for any children born to or adopted by me after the execution of this will.

6.6 No-Contest Clause

If any beneficiary under this will, singularly or in combination with any other person or

persons, directly or indirectly does any of the following acts, then the right of that person to take any interest given to him or her by this will shall be void, and any gift or other interest in my estate to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased me.

(a) Without probable cause challenges the validity of this will on any of the following grounds:

- (i) Forgery;
- (ii) Lack of due execution;
- (iii) Lack of capacity;
- (iv) Menace, duress, fraud, or undue influence;
- (v) Revocation pursuant to the terms of this will or applicable law;
- (vi) Disqualification of a beneficiary under California Probate Code section 6112 or 21350 or applicable successor statutes.

(b) Files a pleading to challenge the transfer of property on the grounds that it was not the transferor's property at the time of the transfer;

(c) Files a creditor's claim or prosecutes any action against the estate for any debt alleged to be owed by me or from my estate to the beneficiary-claimant.

6.7 Definition of Incapacity

As used in this will, "incapacity" or "incapacitated" means a person operating under a legal disability such as a duly established conservatorship, or a person who is unable to do either of the following:

- (a) Provide properly for that person's own needs for physical health, food, clothing, or shelter; or
- (b) Manage substantially that person's own financial resources, or resist fraud or undue influence.

The determination of incapacity shall be made by the executor during probate administration.

6.8 Number and Gender

As used in this will, references in the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, and references to the singular shall be deemed to include the plural, and vice versa, wherever the context so permits.

6.9 Captions

The captions appearing in this will are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this will.

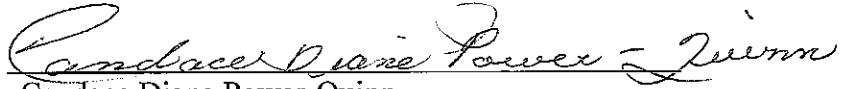
6.10 Severability Clause

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

6.11 California Law to Apply

All questions concerning the validity and interpretation of this will, including any trusts created by this will, shall be governed by the laws of the State of California in effect at the time this will is executed.

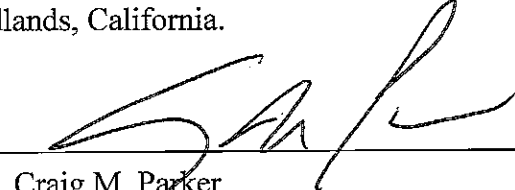
Executed on February 2, 2016, at Redlands, California.

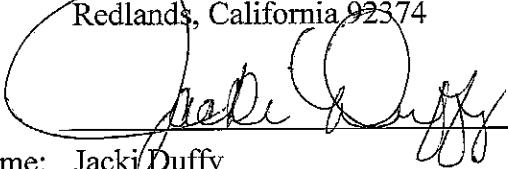

Candace Diane Power-Quinn

On the date written above, we, the undersigned, each being present at the same time, witnessed the signing of this instrument by Candace Diane Power-Quinn, who declared to us that this instrument was the will of Candace Diane Power-Quinn. At that time, Candace Diane Power-Quinn appeared to us to be of sound mind and memory and, to the best of our knowledge, was not acting under fraud, duress, menace, or undue influence. Understanding this instrument, which consists of 17 pages, including the pages on which the signature of Candace Diane Power-Quinn and our signatures appear, to be the will of Candace Diane Power-Quinn, we subscribe our names as witnesses thereto.

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

Executed on February 2, 2016, at Redlands, California.


Name: Craig M. Parker
Address: 1706 Plum Lane
Suite 117
Redlands, California 92374


Name: Jacki Duffy
Address: 1706 Plum Lane
Suite 117
Redlands, Ca 92374