LAST WILL OF ROSEMARY JENKINS

I, Rosemary Jenkins, 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 Robert L. Jenkins, and all references in this will to "my husband" are to him.

1.2 No Children

I have never had any children.

1.3 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.

1.4 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. GIFT OF ENTIRE ESTATE

2.1 Gift of Entire Estate

I give all of my property to the trustee(s) of the Robert L. Jenkins and Rosemary Jenkins Revocable Trust, created under the declaration of trust executed on the same date as, but immediately before, the execution of this will, by Robert L. Jenkins and Rosemary Jenkins, as Settlors and Trustees. The trustee(s) of that trust shall add the property disposed of under this will to the trust principal and hold, administer, and distribute the property in accordance with the

provisions of that declaration of trust, including any amendments and restatements of that declaration of trust that have been made before or after execution of this will.

ARTICLE THREE. RESIDUARY PROVISIONS

Disposition of Residue 3.1

If the Robert L. Jenkins and Rosemary Jenkins Revocable Trust has been revoked, terminated, or declared invalid for any reason, I give the residue of my estate outright to my husband, Robert L. Jenkins. If Robert L. Jenkins does not survive me, then I give the residue of my estate outright in equal shares to the following grandchildren: Debra M. Barclay, Helen C. Barclay, John A. Barclay, Stephanie D. Barclay, William A. Myers, and James A. Trabert.

ARTICLE FOUR. EXECUTOR

Nomination of Executor 4.1

I nominate Robert L. Jenkins, my husband, as executor of this will.

Successor Executors 4.2

If Robert L. Jenkins is unable (by reason of death, incapacity, or any other reason) or unwilling to serve as executor, then I nominate the California Baptist Foundation, 7120 North Whitney Avenue, Fresno, CA 93720, or its' nominee to serve as executor of this will. If at any time the office of executor becomes vacant by reason of death, incapacity, or any other reason, a new executor or coexecutors shall be appointed by the court.

Waiver of Bond 4.3

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

General Powers of Executor 4.4

The executor shall have full authority to administer my estate under the California

Independent Administration of Estates Act. The executor shall have all powers now or hereafter conferred on executors by law, except as otherwise specifically provided in this will, including any powers enumerated in this will.

Power to Invest 4.5

The executor shall have the power to invest estate funds in any kind of real or personal property, as the executor deems advisable.

Division or Distribution in Cash or in Kind 4.6

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. This section shall apply only to the extent that it does not conflict with the provisions of the Robert L. Jenkins and Rosemary Jenkins Revocable Trust.

Power to Sell, Lease, and Grant Options to Purchase Property 4.7

The executor shall have the power to sell, at either public or private sale and with or without notice, lease, and grant options to purchase any real or personal property belonging to my estate, on such terms and conditions as the executor determines to be in the best interest of my estate.

Payments to Legally Incapacitated Persons 4.8

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. CONCLUDING PROVISIONS

5.1 Nonprobate Transfers of Community Property

If I predecease my husband, I revoke any consent I have given during my lifetime to any nonprobate transfer on the death of any person, to anyone other than my husband, of all or part of my community property interest in any asset controlled by an instrument described in California Probate Code Section 5000 (or any successor section), and instead I give to my husband my community property interest in any assets affected by this revocation of consent. Notwithstanding the preceding sentence, this revocation of consent shall be inapplicable to any community property included in any express trust of which I am the settlor or a cosettlor, which shall continue to be governed by the terms of the applicable trust instrument. It is my intention that my

husband shall have full power to dispose of all community property assets to which this section of the will applies. If my husband and I die simultaneously, or if it cannot be established by clear and convincing evidence whether my husband or I died first, this section shall not apply.

Definition of Death Taxes 5.2

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:

- Any additional tax that may be assessed under Internal Revenue Code (a) Section 2032A.
- Any federal or state tax imposed on a "generation-skipping transfer," as (b) 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.

Payment of Death Taxes 5.3

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, except that any death taxes attributable to any property passing to my husband under this will or otherwise that qualifies for the federal estate tax marital deduction shall be paid pro rata out of property passing under this will or otherwise that does not qualify for the federal estate tax marital deduction, so that the property qualifying for the federal estate tax marital deduction shall pass to my husband free of any death taxes.

Simultaneous Death 5.4

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.

5.5 <u>Survivorship Requirement</u>

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.

5.6 <u>Intentional Omission of Children Born or Adopted After Execution of Will</u>

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.

5.7 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.

5.8 <u>Definition of Incapacity</u>

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 and according to the terms of the trust during trust administration.

5.9 <u>Captions</u>

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.

5.10 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.

5.11 <u>California Law to Apply</u>

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

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Executed on	2-26-17	, at Redlands.
Executed on	000	

On the date written above, we, the undersigned, each being present at the same time, witnessed the signing of this instrument by Rosemary Jenkins, who declared to us that this instrument was the will of Rosemary Jenkins. At that time, Rosemary Jenkins 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 8 pages, including the pages on which the signature of Rosemary Jenkins and our signatures appear, to be the will of Rosemary Jenkins, 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 $\frac{3}{26}/26/2$, at Redlands.

Name: Craig M. Parker

Address: 1706 Plum Lane, Suite 117

Redlands, California 92374

Name: Jacqueline/A. Duffy

Address:

1706 Plum Lane, Suite 117

Redlands, CA 92374