

## LAST WILL OF VIVIEN TUCKER

I, Vivien Tucker, 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 James Tucker, and all references in this will to “my husband” are to him.

#### 1.2 Identification of Living Children

I have two living children as follows:

Name	Date of Birth
Timothy McDonald	October 12, 1973
Stephanie Jayne Figueroa	January 30, 1976

#### 1.3 No Deceased Children

I have no deceased children.

#### 1.4 Definitions of Child, Children, and Issue

The terms “child” and “children” refer to any child that a person has ever had or ever will have, including any children who have been legally adopted during minority. The term “issue” refers to all lineal descendants of all generations, with the relationship of parent and child at each generation being determined by the definitions of “child” and “children” set forth in this document.

I intend to include in the definitions of “child” and “children” Degra Tierney and James Tucker, III, who are the children of my husband, but to exclude from the definitions of “child” and “children” any child born after the date of execution of this will who is not a child of mine. I

further intend to include in the definition of "issue" any issue of Degra Tierney and James Tucker, III, but to exclude the issue of any child born after the date of execution of this will who is not a child of mine.

1.5 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.

1.6 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 as follows:

- (a) If my husband survives me, I give all of my property outright to him.
- (b) If my husband does not survive me but any of my children survive me, all of my property shall be divided into as many shares of equal market value as are necessary to make the following distribution. I give one share outright to each of my children who survive me and one share outright to the issue who survive me of each of my children who predecease me, those issue to take that share in the manner provided in California Probate Code Section 246.
- (c) If neither my husband nor any of my children survive me, but I leave issue surviving, I give all of my property outright to those issue, who are to take that property in the manner provided in California Probate Code Section 246.

**ARTICLE THREE. RESIDUARY PROVISIONS**

3.1 Disposition of Residue

I give the residue of my estate to my heirs.

## ARTICLE FOUR. EXECUTOR

### 4.1 Nomination of Executor

I nominate James Tucker, 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 Stephanie Jayne Figueroa, my daughter, as successor executor.

If Stephanie Jayne Figueroa 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 Waiver of Bond

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

### 4.4 General Powers of Executor

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.

### 4.5 Power Over Digital Assets

The executor may take any action regarding any Digital Assets held as property of my estate, including, but not limited to, accessing, handling, distributing, disposing of, or otherwise exercising control over or exercising any right (including the right to change a terms of service agreement or other governing instrument) with respect to any such Digital Assets. The executor may engage experts or consultants or any other third parties, and may delegate authority to such

experts, consultants or third parties, as necessary or appropriate to effectuate such actions with respect to the Digital Assets, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. This authority is intended to constitute “lawful consent” to a service provider to divulge the contents of any communication under The Stored Communications Act (18 U.S.C. §§ 2701 et seq.), to the extent that such lawful consent is required. For purposes of this instrument, “Digital Assets” includes files stored on any of trust’s digital devices or digital assets, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices and any similar digital device that currently exists or may exist as technology develops, or such comparable items as technology develops, regardless of the ownership of the physical device on which the digital item is stored. “Digital Assets” also include, without limitation, emails sent and received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items that currently exist or may exist as technology develops or such comparable items as technology develops, including any words, characters, codes, or contractual rights necessary to access such items, regardless of the ownership of the physical device upon which the digital item is stored.

#### 4.6 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.

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

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.

#### 4.8 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.

#### 4.9 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. CONCLUDING PROVISIONS**

##### **5.1 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.

##### **5.2 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.

### 5.3 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.

### 5.4 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.

### 5.5 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 21380.

(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 to the beneficiary-claimant.

#### 5.6 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.

#### 5.7 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.

#### 5.8 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.

#### 5.9 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.



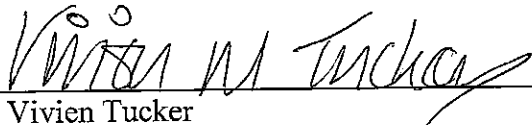
5.10 California Law to Apply

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.

5.11 Gifts to Heirs

For any gift to my "heirs" that is made outright in this will, those heirs shall be determined as if I had died intestate at the time for distribution prescribed in this will, and the identity and shares of those heirs shall be determined according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect at the time I am deemed to have died. For any assets of any trust estate created by this will to be distributed to my heirs, those heirs shall be determined as if I had died intestate immediately following the termination of the trust of each share, and the identity and shares of those heirs shall be determined according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect at the time I am deemed to have died.

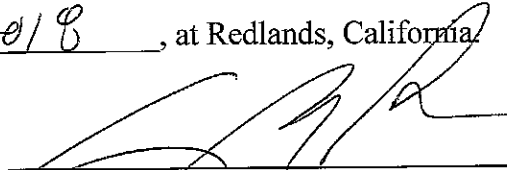
Executed on 6/14/2018, at Redlands, California.

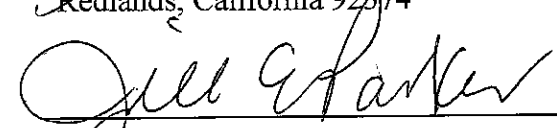
  
Vivien Tucker

On the date written above, we, the undersigned, each being present at the same time, witnessed the signing of this instrument by Vivien Tucker, who declared to us that this instrument was the will of Vivien Tucker. At that time, Vivien Tucker 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 10 pages, including the pages on which the signature of Vivien Tucker and our signatures appear, to be the will of Vivien Tucker, 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 June 14, 2018, at Redlands, California.

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

  
Name: Jill E. Parker  
Address: 1706 Plum Lane  
Suite 117  
Redlands, Ca 92374