

# LAST WILL OF JANIS RIEKER

I, JANIS RIEKER, 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 not married.

1.2 Identification of Heirs. I have two (2) adult children whose names are SANDRA M. BARBER and DIANA B. MATHIEU.

1.3 Deceased Children. I have no deceased children.

## ARTICLE TWO GIFT OF ENTIRE ESTATE

2.1 Gift of Entire Estate. I give all of my property to the trustee of the JANIS RIEKER REVOCABLE TRUST, created under the declaration of trust executed on the same date as, but immediately before, the execution of this will, of which I am the settlor and trustee. The trustee 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 the declaration of trust, including any amendments of that declaration of trust that have been made before or after execution of this will.

## ARTICLE THREE RESIDUARY PROVISIONS

3.1 Disposition of Residue. If the JANIS RIEKER REVOCABLE TRUST has been revoked, terminated, or declared invalid for any reason, I give the residue of my estate to the executor of this will, as trustee, who shall hold, administer, and distribute the property under a testamentary trust, the terms of which shall be identical to the terms of the JANIS RIEKER REVOCABLE TRUST that are in effect on the date of execution of this will.

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## **ARTICLE FOUR EXECUTOR**

4.1 Nomination of Executor. I nominate the following persons listed below to serve as executor of this will **in the order named:**

FIRST: SANDRA M. BARBER  
SECOND: DIANA B. MATHIEU

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

4.3 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.

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

4.5 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.

4.6 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.

4.7 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.

## **ARTICLE FIVE BURIAL DIRECTIVES**

5.1 I direct that my remains be buried or cremated and disposed of in accordance with my wishes as known to the executor. I authorize my executor to carry out all these directions and wishes, particularly those for disposition of my remains.

## 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 addition to the federal estate tax for any "excess retirement accumulation" under Internal Revenue Code Section 4980A.

(b) Any additional tax that may be assessed under Internal Revenue Code Section 2032A.

(c) 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 Period of Survivorship. For the purposes of this will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within forty (40) days after my death.

6.4 No-Contest Clause. If any person, directly or indirectly, contests the validity of this will in whole or in part, or opposes, objects to, or seeks to invalidate any of its provisions, or seeks to succeed to any part of my estate otherwise than in the manner specified in this will, any gift or other interest given to that person under this will shall be revoked and shall be disposed of as if he or she had predeceased me.

6.5 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.

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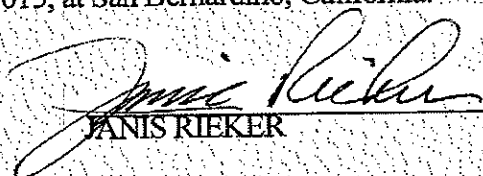
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6.6 Severability Clause. If any provision of this will is invalid, that provision shall be disregarded, and the remainder of this will shall be construed as if the invalid provision had not been included.

6.7 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.

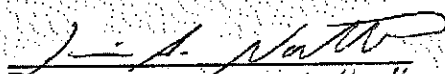
Executed on this 14<sup>th</sup> day of August, 2015, at San Bernardino, California.


  
JANIS RIEKER

On the date written above, we, the undersigned, each being present at the same time, witnessed the signing of this instrument by JANIS RIEKER. At that time, JANIS RIEKER 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 four (4) pages, including the pages on which the signature of JANIS RIEKER and our signatures appear, to be the will of JANIS RIEKER, 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 this 14<sup>th</sup> day of August, 2015, at San Bernardino, California.

  
By: Damian A. North  
650 E. Hospitality Lane, Suite 600  
San Bernardino, CA 92408

  
By: CHRISTOPHER MASOTTA  
650 E. Hospitality Lane, Suite 600  
San Bernardino, CA 92408

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

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## **SPRINGING GENERAL DURABLE POWER OF ATTORNEY**

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### **NOTICE TO PERSON EXECUTING THIS DOCUMENT:**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS.**

**1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT (AGENT) WITH BROAD POWERS TO MANAGE YOUR FINANCIAL AFFAIRS, INCLUDING THE AUTHORITY TO MANAGE, DISPOSE OF, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY, TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF, AND TO TAKE ACTIONS TO CARRY OUT YOUR ESTATE PLAN.**

**2. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU.**

**3. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT INCAPACITY.**

**4. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.**

**5. YOUR AGENT HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING.**

## SPRINGING GENERAL DURABLE POWER OF ATTORNEY

JANIS RIEKER (the principal), hereby appoints as the principal's true and lawful attorney-in-fact (agent) for the principal, the following persons in the order named:

FIRST: SANDRA M. BARBER

SECOND: DIANA B. MATHIEU

This power of attorney shall become effective on the principal's incapacity. The principal shall be conclusively presumed to lack capacity when one (1) physician executes a written declaration stating under penalty of perjury that in the his or her opinion, the principal does not have sufficient understanding or ability to make or communicate decisions about the principal's property, financial, or business affairs, and when such certificates have been delivered to the agent.

In order to ascertain whether I have lost my capacity, I intend for my agent to be treated as I would be with respect to my rights 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 (aka HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164. I authorize:

Any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.

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

The effective date of incapacity shall be the date of receipt of such declarations by the agent. Such declarations, when received, shall be attached to the originals and copies attached to all copies of this power of attorney and shall be filed and recorded where the power of attorney was previously filed and recorded.

No licensed physician designated above who executes a declaration of the principal's incapacity shall be subject to liability because of such execution. The principal hereby waives any privilege that may apply to release of information included in such a declaration or to the execution of such a declaration.



If a person other than the first nominated individual is to act, one of the following documents shall be attached to this durable power of attorney: A resignation or declination to serve signed by the original agent; a written and signed opinion (or declaration under penalty of perjury) from a licensed physician that the original agent is physically or mentally incapable of serving; a certified court order as to the incapacity or inability of the original agent to serve; or a certified death certificate of the original agent. Third parties who deal with the successor agent shall be entitled to rely on the original power of attorney instrument with any such document attached.

The principal intends by this power of attorney to create a durable power of attorney pursuant to the California Power of Attorney Law, but specifically not including the provisions of that law relating to durable powers of attorney for health care.

The agent appointed under this power of attorney is authorized to take the following actions for the principal, and in the principal's name, place, and stead:

**1. Authority to Manage and Maintain Real Property.** To manage, control, lease, sublease, and otherwise act concerning the principal's interest in any real property described on any exhibit attached to this instrument; to collect and receive rents or income therefrom; pay taxes, charges, and assessments on the same; repair, maintain, protect, preserve, alter, and improve the same; commit the principal's resources and contract on the principal's behalf regarding the same; and do all things necessary or expedient to be done in the agent's judgment in connection with the property.

**2. Authority to Purchase Real Property.** To purchase real property on the principal's behalf; to mortgage, pledge, or otherwise encumber such newly acquired property; to commit the resources of the principal with respect to purchase of such property; to do all acts and execute all documents necessary for the purchase of such property; and to otherwise generally deal in all respects and have all powers described in this power of attorney with respect to such property.

**3. Authority Regarding Business Interest.** To create and / or join any corporation, joint venture, limited liability company and / or partnership (hereinafter collectively "Business"), to manage and control all interests in any Business owned by the principal and to make all decisions the principal could make as a member of any such Business, and to execute all documents required of the principal as a member of any such Business, all to the extent that the agent's designation for such purposes is allowed by law and is not in contravention of any Business agreement.

**4. Authority Regarding Securities, Stock Option and Like Financial Interests.** To purchase, sell, invest, reinvest and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights, and securities owned by the principal and to exercise any and all qualified and nonqualified stock options issued to the principal, specifically including but not limited to incentive stock options, and to purchase the shares on exercise of any such options with any form of payment acceptable to the issuer.

**5. Authority to Deal with Debts, Income or Assets.** To collect and deposit for the benefit of the principal all debts, interest, dividends or other assets that may be due or belong to the principal,

and to execute and deliver receipts and other discharges therefor; to demand, arbitrate, and pursue litigation on the principal's behalf concerning all rights and benefits to which the principal may be entitled; and to compromise, settle, and discharge all such matters as the agent considers appropriate under the circumstances.

6 **Authority to Settle Claims.** To pay any sums of money that may at any time be or become owing from the principal, to settle, and to adjust and compromise any claims which may be made against the principal as the agent considers appropriate under the circumstances.

7 **Authority to Sell, Transfer or Encumber Real and Personal Property.** To grant, sell, transfer, convey, mortgage, deed in trust, pledge, and otherwise encumber and deal in all property, real and personal, that the principal may own, including, but not limited to, any real property described on any exhibit attached to this instrument and including property acquired after execution of this instrument; to attach exhibits to this instrument which provide legal descriptions of any such property; and to execute such instruments as the agent deems proper in conjunction with all matters covered in this paragraph 7, specifically including, but not limited to:

(a) Represent the principal in negotiations for the sale of the real property described in this instrument, including, but not limited to, entering into listing agreements with brokers of other agents regarding such sale;

(b) Execute, acknowledge, and deliver contract of sale, escrow instructions, deeds, covenants, agreements, assignments of agreement, and all other documents needed with respect to the sale of the real property described in this agreement; and

(c) Borrow such sums as the agent determines to be necessary for the proper management of the principal's property, including but not limited to tax and estate planning matters; and to mortgage, convey by deed of trust, grant security interests in, or otherwise encumber, any real or personal property now or hereafter owned by the principal, whether acquired by the principal or the agent.

(d) Without limiting the generality of the foregoing, generally to do, execute and perform any other act, deed, matter or thing, that in the attorney-in-fact's opinion ought to be done, executed or performed in conjunction with this power of attorney, of every kind and nature.

8 **Authority Regarding Tax Matters.** To handle any and all federal and / or state tax matters, including but not limited to the power to file any income and other federal and state tax returns which the principal is required to file; to sign the principal's name on tax returns, including IRS Form 1040 and FTB Form 540; to hire preparers and advisors and pay for their services; and to do whatever is necessary to protect the principal's assets from assessments for income taxes and other taxes for any and all tax years. With reference to income taxes and all other taxes, the agent is specifically authorized to receive confidential information; to receive and negotiate checks in payment of any refund of taxes, penalties, or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for



assessment or collection of taxes; to execute closing agreements under Internal Revenue Code Section 7121, or any successor statute; to delegate authority or substitute another representative with respect to all above matters; and, to the extent this document does not contain all information required by Reg §601.503(a), to complete and execute IRS Form 2848, or any successor power of attorney form, on behalf of the taxpayer, supplying the missing information.

**9. Authority to Transact with Banks and Other Financial Institutions.** To deposit in and draw on any checking, savings, agency, or other accounts which the principal may have in any banks, savings and loan associations, and any other financial institutions, and any accounts with securities brokers or other commercial institutions, and to establish and terminate all such accounts.

**10. Authority to Invest.** To invest and reinvest the principal's funds in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; mortgage participations; that, under the circumstances then prevailing (specifically including, but not limited to, the general economic conditions and the principal's anticipated needs) persons of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the principal's goals; and to consider individual investments as part of an overall plan.

**11. Authority Regarding Safe Deposit Boxes.** To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the principal's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

**12. Authority to Commence Enforcement Proceedings.** To commence enforcement proceedings, at the principal's expense, against any bank, financial institution, or other person or entity that fails or refuses to honor this durable power of attorney.

**13. Authority Regarding Trusts.** To make additions and transfer assets to any and all living revocable trusts of which the principal is a settlor; to execute and deliver revocable living trust agreements for the benefit of the principal, to amend or terminate any and all revocable trusts of which the principal is a settlor, so long as such acts do not substantially alter distribution of the principal's estate during the principal's lifetime or on the principal's death, and so long as all such acts do not cause adverse tax consequences for the principal's estate.

**14. Authority Regarding Irrevocable Trusts.** To consent to the modification or termination of any irrevocable trust of which the principal is a beneficiary, and participate on behalf of the principal in Court proceedings to that end.

**15. Authority to Execute Disclaimers.** To execute and deliver disclaimers under Internal Revenue Code Section 2518 and California Probate Code Sections 260 through 295 or any successor statute.

**16. Authority Regarding Gifts of Tuition.** To make direct payments to the provider for school tuition for any beneficiary under the principal's estate plan under Internal Revenue Code Section 2503(e) or any successor statute that excludes such payments from gift tax liability.

**17. Authority Regarding Gifts of Medical Expenses.** To make direct payments to the provider for medical care for any beneficiary under the principal's estate plan under Internal Revenue Code Section 2503(e) or any successor statute that excludes such payments from gift tax liability.

**18. Authority Regarding Gifts of the Annual Exclusion Amount.** To make gifts on the principal's behalf to any person who is an existing beneficiary of the principal's estate plan (including a beneficiary under a will, trust, life insurance and / or retirement plan) or any of their issue to the full extent of the federal annual gift tax exclusion in effect from time to time, including the Fourteen Thousand Dollar (\$14,000.00) per donee annual exclusion under Internal Revenue Code Section 2503(b) or any successor statute, and for such purposes to remove the principal's assets from any revocable trust of which the principal is a grantor or settlor.

**19. Authority to Exercise Annual Withdrawal Rights.** To exercise on the principal's behalf and for the principal's benefit annual withdrawal rights from trusts that are limited to the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of trust assets, and to take possession of and utilize or distribute such withdrawn property to or for the benefit of the principal.

**20. Authority to Use and Cancel Credit Cards.** To use any credit cards in the principal's name to make purchases and to sign charge slips on behalf of the principal as maybe required to use such credit cards; and to close the principal's charge accounts and terminate the principal's credit cards under circumstances where the agent considers such acts to be in the principal's best interest.

**21. Authority to Provide for Principal's Personal Care, Maintenance, Medical Needs and Related Matters.** To do all things and enter into all transactions necessary to provide for the principal's personal care and to maintain the principal's customary standard of living; to provide suitable living quarters for the principal by purchase, lease, contract with care providers or other arrangement; and to hire and compensate household, nursing and other employees as the agent considers advisable for the principal's well being. The above shall specifically include, but not be limited to, the authority to pay the ongoing costs of maintenance of the principal's present and future residence, such as interest, taxes, repairs, insurance homeowner association dues and assessments; to procure and pay for clothing, transportation, medicine, medical care, food, and other needs; and to make arrangements, enter into contracts and commit the principal's resources on the principal's behalf with respect to provision of residential care for the principal in a convalescent hospital, hospice, skilled nursing home, or other alternative residential facility.

**22. Authority to Dispose of Personal Effects.** If, in the agent's judgment, the principal will never be able to return to the principal's residence from a hospital, hospice, nursing home, or similar facility, the agent is authorized to store, transfer to appropriate beneficiaries who would take under the principal's Will or trust agreement, or sell for such price and on such terms as the agent considers appropriate, any items of tangible personal property remaining in the principal's residence which the agent believes the principal will not need again.

**23. Authority to Change Mailing Address.** The agent is authorized to change the mailing address of the principal, and to forward the mail of the principal, to the mailing address of the agent, or other address as the agent deems appropriate, if, in the agent's judgment, the principal will not be able to return to principal's residence from a hospital, hospice, nursing home, or similar facility for an extended period of time.

**24. Authority to Apply for Government and Insurance Benefits.** To apply for and make any elections required for payment of governmental, insurance, retirement, or other benefits to which the principal may be entitled, to take possession of all such benefits, and to distribute such benefits to or for the principal's benefit.

**25. Authority to Deal with IRA and Other Benefit Plans.** To establish and contribute to IRA accounts and other employee benefits plans on the principal's behalf; to select or change payment options and make elections under any IRA or employee benefit plan in which the principal is a participant; and to make "rollovers" of plan benefits into other retirement plans. The agent is authorized to apply for and make any elections required for payment of any and all types of employee benefits to which the principal may be entitled, to take possession of all such benefits, and to distribute such benefits to or for the principal's benefit.

**26. Authority Regarding Digital Assets.** To (1) Access, use, and control the Principal's digital devices, including desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device that serves to access, modify, delete, control, or transfer the Principal's digital accounts or assets; (2) Access, modify, delete, control, and transfer the Principal's digital accounts, including bank accounts, e-mail accounts, blogs, software licenses, social network accounts, social media accounts, file-sharing and storage accounts, financial management accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, online store accounts, and affiliated programs; and (3) Access, modify, delete, control, and transfer the Principal's digital assets, including e-mails, blog posts, documents, images, and audio, video, and other digital files, whether stored on a digital device or in a digital account.

**27. General Self-Dealing Authorization.** To purchase any assets of the principal at fair market value and to engage in any transactions the agent considers in the principal's best interest, irrespective of any concurrent interest or benefit to the agent personally.

**28. Authority Regarding Insurance.** To purchase and maintain insurance on the principal's life, health, and property or the life, health, and property of any third person when the principal has an insurable interest, to pay all insurance premiums from the principal's assets, and to borrow money on the principal's behalf in order to pay for such insurance. The agent may pursue insurance claims on the principal's behalf, and may decrease coverage under any insurance policy, or cancel any policy, or receive on the principal's behalf any cash proceeds on termination. The agent may also borrow against policies on the principal's life and repay loans against such policies as the agent considers in the principal's best interest.

29. **General Authority.** Generally to do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as the principal could do if personally present. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers are expressly restricted.

30. **Powers Limited and Specifically Not Granted.** The agent's authority under this General Durable Power of Attorney shall be limited in the following respects:

(a) Agent shall not make gifts to agent or to discharge agent's legal obligations, including but not limited to the support of the agent's dependents;

(b) Agent shall not exercise any trustee powers under an irrevocable trust of which the agent is a settlor and the principal is a trustee;

(c) Agent shall not exercise incidents of ownership over any life insurance policies which the principal owns on the agent's life.

(d) If agent is a beneficiary within the class authorized to receive gifts under this General Durable Power of Attorney, principal hereby nominates the successor agent nominated under this General Durable Power of Attorney to act for the sole purpose of carrying out any gift which is to be made to the agent.

31. **Authority Regarding Residence of Principal.** The principal presently lives in the principal's own home. It is the principal's desire to continue to live in this residence as long as the principal is physically able, notwithstanding the possibility that alternative housing may be recommended by the agent or third parties for financial or other reasons. The principal authorizes and directs the agent to take such steps as are necessary to honor the principal's above expressed desire, including, but not limited to, modifying the premises, hiring home care providers, or taking such other measures as the agent considers advisable under the circumstances. The agent shall have full authority to sell or encumber the principal's home as the agent, in the agent's discretion, shall deem appropriate, even though all of the principal's other assets (exclusive of tangible personal property) have not been depleted or are sufficient to pay the ongoing costs of the principal's health, support, and maintenance.

32. **Authority to Maintain Residence as Exempt Asset for Medi-Cal Purposes.** For purposes of establishing the exempt status of the principal's residence for Medi-Cal qualification, it is the principal's intention to return home if institutionalized. The agent is directed to take such steps as are necessary to express the principal's intent on an application for Medi-Cal Long-Term Care.

33. **Release of Privileged Information to Agent & HIPAA.** Any third party from whom the agent under this power of attorney may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records, or documents to the agent without liability to the principal, the principal's estate, heirs, successors, or assigns for

release or delivery of such information, records, or other documents to the agent. Any legal, health or other professional with whom the principal has discussed confidential matters may also disclose and discuss any such matters with the agent. The principal hereby waives any privilege that may apply to release of such information, records, or other documents in written or oral or electronic or other medium, but only to the extent necessary to authorize such release. When in the process of determining my incapacity, all individually identifiable health information and medical records may be released to the person nominated as my attorney in fact, including any written opinion relating to my incapacity that the person so nominated may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164, and applies even if that person is not yet serving as my attorney in fact.

**34. Third Parties Directed to Accept Agent's Signature and Acts.** The agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf. No person or organization that relies on the agent's authority under this instrument shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument.

**35. Power to Compel Acceptance of Power of Attorney.** The agent shall have the right to seek appropriate court orders mandating acts that the agent deems appropriate if a third party refuses to comply with actions taken by the agent that are authorized by this instrument or enjoining acts by third parties that the agent has not authorized. In addition, the agent may sue a third party who fails to comply with actions the principal has authorized the agent to take and may demand damages, including punitive damages, on the principal's behalf for such noncompliance.

**36. Present and Future Acquired Assets.** This power of attorney shall apply to all presently owned and future acquired assets of the principal, and shall include the power to acquire any assets as described herein on the principal's behalf.

**37. Heirs, Successors and Assigns.** The principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.

**38. Durability of Instrument.** This power of attorney shall not be affected by subsequent incapacity of the principal.

**39. Confirmation and Ratification by Principal.** The principal hereby ratifies and confirms all that the agent shall do, or cause to be done, by virtue of this power of attorney.

**40. Principal's Understanding of the Impact of This Instrument.** The principal declares that the principal understands the importance of this durable power of attorney, recognizes that the agent is granted broad power to hold, administer, and control the principal's assets, and recognizes that this durable power of attorney will become effective immediately on execution and will continue indefinitely until specifically revoked or terminated by death, even if the principal later becomes incapacitated.



**41. Principal's Intent in Executing this Power of Attorney.** The principal further declares that a total estate plan has been carefully created with an attorney which includes this durable power of attorney. It is the principal's firm and continuing intention that all of the principal's property and affairs be controlled and administered by principal's agent under this instrument without any court approval, supervision or involvement. In the event that a conservatorship or guardianship is ever created for either the principal or the principal's property, it is the principal's firm and continuing intention that the wishes and requests of the principal's agent under this instrument be given priority over any contrary wishes and/or requests of any conservator or guardian of the principal's person or estate.

**42. Agent's Authority Superior to Legislative Restrictions.** Furthermore, the principal declares that a lawyer has carefully explained that (a) the durable power of attorney is a relatively new legal concept and (b) some State Legislatures have been endeavoring to restrict, or inhibit, the use of the durable power irrespective of the expressed intention and wishes of the principal under the durable power. However, the principal states, in strong terms, a very firm intention and purpose that this durable power, and all of the authority and discretion granted by the principal's agent hereunder, shall always be superior and paramount to any legislative proscription, whether now or hereafter enacted.

**43. Compensation of Agent.** The agent under this instrument is authorized to reasonable compensation and to reimburse himself or herself for all out-of-pocket expenses, including travel and mileage, that the agent incurs in the conduct of the principal's business and in visiting with the principal.

**44. Successor Agent's Liability for Prior Agent's Acts.** No successor agent shall be liable for any act, omission, or default of a prior agent. Unless requested in writing within sixty (60) days of appointment by the principal or an adult beneficiary of the principal, no successor agent shall have any duty to investigate or review any action of a prior agent. The successor agent may accept the accounting records of the prior agent showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the principal's assets.

**45. Effect of Agent's Death, Resignation or Incapacity to Act.** None of the following events shall terminate this durable power of attorney: The death of the agent, the agent's renunciation of the agency, the agent's incapacity to act as agent, or a vacancy in the office of the agent. If any of those events occurs, the authority of the agent is merely suspended until a new, or successor, agent is in office and is acting as agent under this instrument.

**46. Photocopies.** The agent is authorized to make photocopies of this instrument and any attached documents as frequently and in such quantity as the agent deems appropriate. Each photocopy shall have the same force and effect as the original.

**47. Captions for Convenience.** The headings, titles, and subtitles are inserted solely for convenient reference and shall be ignored in any construction of this instrument.



**48. Revocation or Termination.** During the lifetime of the principal, irrespective of any subsequent disability or incapacity on the part of the principal, the principal retains the right to revoke or terminate this durable power of attorney at any time. On the death of the principal, this durable power of attorney shall terminate and the assets of the principal shall be distributed to the duly appointed personal representative of the principal's estate; or, if no estate is being administered, to the persons who lawfully take the assets without the necessity of administration when they have supplied the agent with satisfactory documents as provided by law.

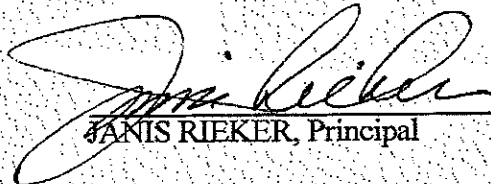
**49. Nomination of Conservator.** If a conservatorship of the principal's person or estate or both is deemed necessary, the principal hereby nominates the current acting Agent under this durable power of attorney.

On the appointment of a conservator of the principal's estate, this power of attorney shall terminate and the agent shall deliver the assets of the principal under the agent's control as directed by the conservator of the principal's estate.

**50. Agent Signing.** When transacting business as an agent under this General Durable Power of Attorney, the agent should first sign your name and then the agent's own name. For example:

\_\_ [Principal's signed name] \_\_ by \_\_ [agent's signed name] \_\_, his/her Attorney-in-Fact under power of attorney dated (insert date signed).

IN WITNESS WHEREOF, the principal has signed this Springing General Durable Power of Attorney on this 14<sup>th</sup> day of August, 2015.

  
JANIS RIEKER, Principal

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

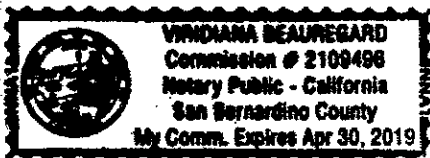
) ss.

COUNTY OF SAN BERNARDINO )

On this 14<sup>th</sup> day of August, 2015, before me, Viridiana Beauregard, Notary Public, personally appeared JANIS RIEKER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



VB

Notary Public

### ATTORNEY CERTIFICATION

I am a lawyer authorized to practice before all courts of the State of California where this power of attorney was executed. The principal was my client at the time this power of attorney was executed. I have advised my client concerning my client's rights in connection with this power of attorney and the applicable law and the consequences of signing or not signing this power of attorney. My client, after being so advised, has executed this power of attorney.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Certification was executed at San Bernardino, California, on this 14<sup>th</sup> day of August, 2015.

LEWIS BRISBOIS BISGAARD &  
SMITH LLP



DAMIANA A. NORTHCUTT, ESQ.

**ADVANCE HEALTH CARE DIRECTIVE**  
**(California Probate Code Section 4701)**

**PART 1**  
**POWER OF ATTORNEY FOR HEALTH CARE**

11 **DESIGNATION OF AGENT:** I, JANIS RIEKER, designate the following individuals, named in the order of priority, as my agent to make health care decisions for me. If my first named agent is not willing, able, or reasonably available to make a health care decision for me, the next named alternate agent shall serve.

FIRST: SANDRA M. BARBER  
SECOND: DIANA B. MATHIEU

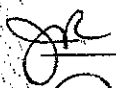
12 **AGENT'S AUTHORITY:** My agent is authorized to make all health care decisions for me, including decisions to provide, withhold, or withdraw artificial nutrition and hydration and all other forms of health care to keep me alive, except as I state here:

1.3 **WHEN AGENT'S AUTHORITY BECOMES EFFECTIVE:** My agent's authority is effective when my primary physician determines that I am unable to make my own health care decisions.

14 **AGENT'S OBLIGATION:** My agent shall make health care decisions for me in accordance with this power of attorney for health care, any instructions I give in Part 2 of this form, and my other wishes to the extent known to my agent. To the extent my wishes are unknown, my agent shall make health care decisions for me in accordance with what my agent determines to be in my best interest. In determining my best interest, my agent shall consider my personal values to the extent known to my agent.

**PART 2**  
**INSTRUCTIONS FOR HEALTH CARE**

21 **END-OF-LIFE DECISIONS:** I direct that my health care providers and others involved in my care provide, withhold, or withdraw treatment in accordance with the choice I have marked below:

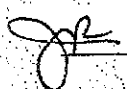
-  (a) **Choice NOT To Prolong Life:** I do not want my life to be prolonged if:
- (1) I have an incurable and irreversible condition that will result in my death within a relatively short time;
  - (2) I become unconscious and, to a reasonable degree of medical certainty, I will not regain consciousness; or
  - (3) the likely risks and burdens of treatment would outweigh the expected benefits,

----- OR -----

\_\_\_\_\_ (b) **Choice To Prolong Life:** I want my life to be prolonged as long as possible within the limits of generally accepted health care standards.

**PART 3**  
**DONATION OF ORGANS AT DEATH**

31 Upon my death (initial applicable line):

 (a) I give any needed organs, tissues, or parts for any of the following purposes (unless indicated otherwise):

(1) Transplant                      (2) Research                      (3) Education

\_\_\_\_\_ (b) I DO NOT wish to donate any organs or parts.

**PART 4**  
**HIPAA RELEASE PROVISION**

4.1 HIPAA RELEASE AUTHORITY: I intend for my agent to be treated as I would be with respect to my rights 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 (aka HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164. I authorize:

(a) Any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services,

(b) To give, disclose and release to my agent, without restriction,

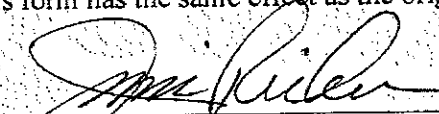
(c) All of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.

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

**PART 5**  
**MISCELLANEOUS PROVISIONS**

5.1 EFFECT OF COPY: A copy of this form has the same effect as the original.

Date: August 14, 2015

  
\_\_\_\_\_  
JANIS RIEKER

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

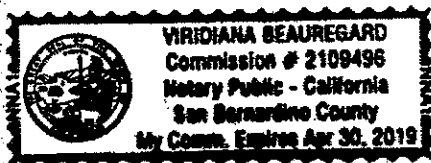
) ss.

COUNTY OF SAN BERNARDINO )

On this 14<sup>th</sup> day of August, 2015, before me, Viridiana Brauregard Notary Public, personally appeared JANIS RIEKER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A handwritten signature in dark ink, appearing to be 'VB' with a flourish.

\_\_\_\_\_, Notary Public



**CERTIFICATION OF TRUST  
OF THE  
JANIS RIEKER REVOCABLE TRUST**

TO: ALL BANKS, SAVINGS AND LOAN ASSOCIATIONS, MUTUAL FUNDS BROKER,  
TITLE INSURERS, TRANSFER AGENTS, AND OTHER PERSONS AND INSTITUTIONS

I the undersigned, JANIS RIEKER, as trustee of the JANIS RIEKER  
REVOCABLE TRUST, certify as follows:

1. **CREATION OF TRUST**

The trust was created on this 17<sup>th</sup> day of August, 2015, by JANIS RIEKER, as Settlor,  
under a declaration of trust executed on that date.

2. **NAME OF TRUST**

The name of the trust is the JANIS RIEKER REVOCABLE TRUST.

3. **TRUSTEE**

The currently acting trustee of the trust is JANIS RIEKER.

4. **TRUST PROPERTY**

The trustee is now holding as trustee of the trust one or more items of property, which  
constitute the trust property.

5. **REVOCABILITY OF TRUST**

The trust is revocable. The person holding the power to revoke the trust is JANIS  
RIEKER.

6. **TAXPAYER IDENTIFICATION NUMBER**

This trust uses the Social Security Number of JANIS RIEKER as its Taxpayer  
Identification Number.

7. **MANNER IN WHICH TITLE TO TRUST ASSETS SHOULD BE TAKEN**

JANIS RIEKER, trustee of the JANIS RIEKER REVOCABLE TRUST.

8. POWERS OF TRUSTEE

The Trustee has the power to sell, convey, purchase, exchange or alter any of the assets of the Trust. The Trustee further has the right to invest and reinvest funds of the Trust in any kinds of property, including bank accounts, stocks, bonds, or any other property the trustee chooses. The Trustee has the power to bind the Trust in any and all transactions. These powers include the right to (1) collect receipts; (2) pay disbursements; (3) secure assets; (4) write checks and make withdrawals from bank or credit union accounts; (5) purchase, sell or pledge securities and other property; and (6) exercise any other powers granted in the Trust Agreement.

9. NO REVOCATIONS, MODIFICATIONS, OR AMENDMENTS

This trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this certification trust to be incorrect.

10. SIGNED BY SOLE TRUSTEE

This certification is being signed by the sole current acting trustee of the trust.

11. ACCURACY

This certification of trust is a true and accurate statement of the matter referred to herein.

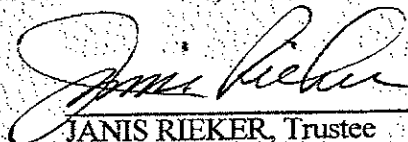
12. FORCE AND EFFECT OF THIS CERTIFICATE - PROBATE CODE § 18100.5

This Certificate is being provided pursuant to California Probate Code § 18100.5 which directs that the trustee may present a certification of trust to any person in lieu of providing a copy of the trust instrument to establish the existence or terms of the trust. Pursuant California Probate Code §18100.5 (h) a person who in bad faith demands trust documents to prove facts set forth in this Certification of Trust is **liable for damages, including attorney fees**. Pursuant to California Probate Code § 18100.5 (f) a person who acts in reliance upon a certification of trust without actual knowledge that the representations contained therein are incorrect is not liable to any person for so acting.

13. COPIES SHALL BE VALID AS ORIGINAL

The Trustee may use copies of this document as though they were originals.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. Executed at San Bernardino, California, on this \_\_\_ day of August, 2015.

  
JANIS RIEKER, Trustee

Page 3

# THE JANIS RIEKER REVOCABLE TRUST

## ARTICLE I

### Creation of the Trust

Section 1. Declaration. JANIS RIEKER, called the "trustee," declares that JANIS RIEKER, called the "settlor," has transferred and delivered to the trustee, without consideration, the property described in Schedule A attached to this instrument, and that all property subject to this instrument from time to time, including the property listed in the attached Schedule A, is referred to as the "trust estate" and shall be held, administered, and distributed in accordance with this instrument.

Section 2. Name of Trust. The trust created in this instrument may be referred to as the JANIS RIEKER REVOCABLE TRUST.

Section 3. Children and Issue. The settlor has TWO (2) adult children whose names are SANDRA M. BARBER and DIANA B. MATHIEU. The settlor has no deceased children.

As used in this instrument, the term "issue" refers to lineal descendants of all degrees, including adopted persons. The terms "child," "children," "settlor's child," and "settlor's children" include the above referenced children and any children subsequently born to or adopted by the settlor.

## ARTICLE II

### Administration of the Trust

#### Section 1. THE TRUSTEE OF THE TRUST

1.1 Initial Trustee. The initial trustee of the trust is JANIS RIEKER.

1.2 Successor Trustee. When the settlor dies or if the settlor resigns as trustee or shall for any reason cease to act as trustee, then the following persons shall serve as successor trustee in the order named:

FIRST: SANDRA M. BARBER  
SECOND: DIANA B. MATHIEU

If at any time the settlor acting as trustee has resigned or otherwise ceased to act as trustee and then thereafter wishes to serve again as a trustee, then that settlor shall have the right to reinstate

himself as trustee. Furthermore, the settlor shall have the power, without first resigning, to accelerate the appointment of the next nominated trustee or may designate any suitable person or entity to serve as co-trustee. Any designation under this section shall be made by a signed writing delivered to the person or entity designated as co-trustee. If more than one designation is made under this section, only the most recent designation shall be valid.

13 Removal and Appointment Power. Notwithstanding any provisions herein to the contrary, settlor, during his lifetime, upon written notice to any trustee then in office or designated as successor trustee, shall have the right to remove any said trustee, then in office at any time and for any reason and appoint any individual or qualified successor corporate. The settlor may, at anytime, renounce the power of removal and appointment granted under this paragraph by an instrument in writing delivered to the then serving trustee or successor trustee, which instrument shall be effective as of its delivery.

14 Right to Designate Successor Trustee. Should a private successor sole Trustee have no named and qualified successor Trustee, such Trustee shall designate in a notarized statement who his or her successor shall be, and deliver a copy thereof to the so-designated successor Trustee and all current beneficiaries, and if any beneficiary is a minor or under a legal disability then such notice shall be made to the beneficiary's parent or guardian. The right of designation granted in this paragraph includes the right to change such named successor Trustee by giving notice in the same manner, except that if such designated successor Trustee has become the acting Trustee, the right to change Trustees granted in this paragraph shall become ineffective.

In the event of the death, incapacity, or resignation of the last successor Trustee, and no successor Trustee has been designated, the current beneficiaries (or their parent or guardian) shall have the right to vote for a successor Trustee or Trustees. Such beneficiaries may agree by unanimous vote who the successor Trustee or Trustees shall be, as well as who shall be the future successor Trustees. In the absence of unanimous agreement, the person or organization (only one shall be chosen) receiving the most votes shall be the successor Trustee (i.e., a majority is not required) and the person or organization so chosen shall immediately designate in writing who their successor shall be. In the case of a tie, the beneficiaries shall go through two more rounds of voting until the tie is broken. If there is still a tie, the oldest current beneficiary shall designate one other beneficiary to call "heads" or "tails" for one of the nominated trustees in the tie; the oldest current beneficiary shall then flip a coin and the next Successor Trustee shall be determined by the call made by the so designated beneficiary.

15 Bond. No bond shall be required of any person named in this instrument as Trustee for the faithful performance of his or her duties as Trustee. The Settlor and any beneficiaries who have the power to appoint a successor Trustee shall also have the authority to waive bond.

16 Compensation of Trustee. Trustee is authorized, but not required, to pay reasonable compensation to any person who serves as Trustee hereunder. Annual compensation equal to one percent (1%) of the assets of the Trust on hand at the beginning of each accounting year shall be "reasonable compensation". If the Trustee determines that such compensation is inadequate

for the services performed and/or the time spent, he or she may receive extra compensation if he or she first obtains the consent of the affected beneficiaries or the approval of the Probate Court.

Any successor corporate Trustee hereunder shall be entitled to receive compensation for its services in accordance with its published schedule of charges in effect at the time such services are rendered. In addition, to the foregoing fees, compensation may be paid to any special Trustee in accordance with the provisions of this Agreement.

17 Liability of Trustee. No successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee. Unless requested in writing by an adult beneficiary of the trust, no successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

18 Trustee Resignation. Any Trustee may resign at any time. The resigning Trustee must give written notice of the resignation by personal delivery or registered mail to all beneficiaries. The resignation becomes effective on the acceptance of office by a designated successor trustee. Upon written request of the successor Trustee or any beneficiary an accounting shall be prepared by the resigning Trustee and provided to all beneficiaries and the successor Trustee.

19 Co-Trustees. Whenever two (2) or more persons serve as co-Trustees under this Trust Agreement the following provisions apply:

1.9.1 Co-Trustee Liability. No Trustee shall be liable or responsible for any act, omission or default of any co-Trustee, provided that the Trustee shall have had no knowledge of facts that might reasonably be expected to put the Trustee on notice of such act, omission or default.

1.9.2 Co-Trustee Power to Bind Trust. All actions by the Trustee shall be unanimous. If at any time the Trustees cannot agree on any act, including the administration, distribution or division of property, the alternative successor Trustee shall be included in the decision and the majority vote of the three Trustees shall be binding. If, after consultation with each other, the three Trustees cannot agree on any act, including the administration, distribution or division of property, the issue shall be submitted for binding arbitration by Petition to the San Bernardino Superior Court.

## Section 2. ADMINISTRATION OF THE TRUST WHILE THE SETTLOR IS LIVING

2.1 Distributions of Income and Principal to Settlor. So long as the settlor is living, the trustee shall pay to the settlor, or shall apply for the settlor's benefit, as much of the net income and principal of the trust estate, including all or any part of the income and principal, in one or more installments, as the trustee, in the trustee's discretion, deem appropriate or desirable. The trustee shall exercise in a liberal manner the power to invade principal contained in this Section 2.1,



and the rights of others in the trust shall be considered of secondary importance. Any income not distributed shall be accumulated and added to principal.

2.2. Settlor's Power of Withdrawal & Gift. The settlor may at any time direct the trustee in writing to pay single sums or periodic payments out of the trust estate to the settlor or any other person or entity. The settlor's power to so direct the trustee shall be personal, except that this power may be exercised by a duly appointed agent pursuant to a durable power of attorney specifically containing this power, or by the settlor's conservator if approved by the court.

### Section 3. ADMINISTRATION OF THE TRUST FOLLOWING THE SETTLOR'S DEATH

3.1. Payment of Debts, Taxes, and Other Expenses. All of the settlor's debts, which are paid by the Trustee; last illness and funeral expenses; attorneys' fees; other costs incurred in administering the settlor's probate estate; and estate and all estate and other inheritance taxes, including interest and penalties, imposed on or by reason of the inclusion of any portion of the trust estate in the gross taxable estate of the settlor shall be paid by the trustee and charged to and prorated among, or recovered from the trust estate of the persons entitled to the benefits under these trusts as provided in Division 10 of the California Probate Code and applicable provisions of the Internal Revenue Code. The trust estate includes property subject to probate administration that is directed to be added to the trust estate by reason of the settlor's death.

#### 3.2. Distribution and Termination of the Trust Estate Following the Settlor's Death.

3.2.1 Distribution of Personal Property. All jewelry, clothing, household furniture and furnishings, books, and other tangible articles of a personal nature, or the Trust's interest in any such property not otherwise specifically disposed of by this trust or in any other manner by the Settlor, together with any insurance on the property, shall be distributed in equal shares to the then living children of the Settlor, as they shall agree or as the trustee, in its absolute discretion, shall determine if said persons do not agree. If the settlor provides written direction to the Trustee as to how any such property should be distributed, the Trustee shall follow that direction.

3.2.1.2 Specific Gifts. Five Thousand Dollars (\$5,000.00) to the Settlor's grandchild, SIERRA M. BARBER. Five Thousand Dollars (\$5,000.00) to the Settlor's grandchild, JOSHUA H. BARBER. All of the specific gifts allocated to the grandchildren of the Settlor shall be distributed or retained in trust, as follows:

(a) Payment of Income and Principal. The Trustee shall pay to or apply for the benefit of the grandchild as much of the net income and principal of that grandchild's specific gift as the Trustee consider necessary for the grandchild's health, education, support, and maintenance, after considering any of his or her other income or resources known to the Trustee. Any undistributed net income shall be accumulated and added to principal.

(b) Distribution of Balance. When a grandchild or living issue of a deceased grandchild of the Settlor reaches age eighteen (18) and has obtained a high school diploma or GED equivalent, the Trustee shall distribute to that grandchild or living issue of a deceased grandchild the undistributed balance of the grandchild's specific gift. If a grandchild or living issue of a deceased grandchild does not obtain a high school diploma or GED equivalent, his or her undistributed balance of the specific gift shall be held and distributed pursuant to Section 3.3 below.

3.2.2 Distribution of Residue. All remaining assets of the Trust Estate shall be distributed outright and free of trust to those of the Settlor's children who are then living, in equal shares; provided, however, that if any child of the Settlor shall have predeceased the Settlor leaving issue who survive the Settlor, then those issue shall take, by right of representation, the share that child would have otherwise taken had that child survived the Settlor; and provided further, however, if any of the Settlor's issue, other than the Settlor's children, are then under the age of twenty-five (25) years, his or her share shall instead be retained in Trust by the Trustee in a separate Trust for the such child's benefit as provided in Section 3.3.

3.3 Trustee's Administration of Young Beneficiaries Share. Except as otherwise specifically provided in this trust agreement, if any beneficiary entitled to outright distribution of a trust or of a portion of a trust is under age 25, the trustee shall hold and administer the beneficiary's portion of the trust estate for his or her benefit. The trustee shall pay to or apply for the benefit of the beneficiary as much of the trust income and principal as the trustee considers necessary for the beneficiary's health, education, support, and maintenance, after considering any other income or resources of the beneficiary known to the trustee. When the beneficiary reaches age 25, the trustee shall distribute to the beneficiary all property retained in trust for his or her benefit.

3.4. If There Are No Survivors Under Section 3.2. If at any time before full distribution of the trust estate the settlor and all the settlor's issue are deceased and no other disposition of the property is directed by this instrument, the remaining portion of the trust shall then be distributed to the heirs of the Settlor, their identities and shares to be determined as if the Settlor had died intestate, applying California law then in effect relating to separate property not acquired from a parent, grandparent or previously deceased spouse.

#### Section 4. AMENDMENT AND REVOCATION OF THE TRUST

4.1 Settlor's Power of Amendment and Revocation. The settlor may amend, revoke or terminate the JANIS RIEKER REVOCABLE TRUST at any time. The revocation must be in writing and be either personally delivered or mailed by certified mail to the trustees. Promptly on receipt of the revocation notice, the trustee shall deliver the revoked portion of the trust assets to the settlor or to an individual designated in the notice. If this instrument is revoked with respect to all or a major portion of the assets subject to this instrument, the trustee shall be entitled to retain sufficient assets reasonable to secure payment of liabilities the trustee has lawfully incurred in administering the trust, including the trustee's fees that have been earned, unless the settlor indemnifies the trustee against loss or expense. No amendment shall substantially increase the duties or liabilities of the trustee or change the trustee's compensation without the trustee's consent, nor shall the trustee be obligated to act under such an amendment unless the trustee accepts it. The power of the settlor to revoke or amend this instrument is personal to him or her and shall not be

exercisable in his or her behalf by any conservator or other person except after petition to the court in accordance with the provisions of Probate Code Section 2580, or any successor to such statute, or except by an agent pursuant to a durable power of attorney specifically granting the agent thereunder the power of amendment or revocation of a revocable trust created by the principal.

4.2 Trusts Become Irrevocable Upon Settlor's Death. On the settlor's death, none of the trusts created herein may be amended or revoked, and shall be terminated only in accordance with this instrument as it existed at the settlor's death.

### ARTICLE III

#### Powers and Duties of The Trustee

In order to carry out the provisions of the trusts created by this instrument, the trustee shall have these powers in addition to those now or hereafter conferred by law:

Section 1. Power of Investment. To invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, that persons of prudence, discretion, and intelligence acquire for their own account.

Section 2. Power to Retain Property and Operate Businesses. To continue to hold any property and to operate at the risk of the trust estate any business that the trustee receives or acquires under the trust for as long as the trustee deems advisable. The trustee is empowered to continue to hold, or to invest and reinvest, all or any part of the trust estate in any business, including partnership interests and shares in closely held corporations, and thereafter to operate the business or to sell or liquidate the interest as the trustee shall consider advisable.

Section 3. Power to Retain Residence. In making distributions to the settlor the trustee shall do so with due regard for the settlor's intent to continue living at home and to avoid commitment to an institution for the care of infirm or aged persons. The trustee may use and apply as much of the entire trust estate as is necessary to carry out the settlor's intent, including construction of facilities in the settlor's home, acquisition of equipment, engagement of services of in-home attendants such as domestic servants, physical therapists and nurses, and retention and maintenance of any trust property used as a residence by the settlor during any period of absence by the settlor when there is a possibility that the settlor will return to the residence.

Section 4. Power to Manage Securities. To have all the rights, powers, and privileges of an owner with respect to the securities held in trust.

Section 5. Power of Management of Property. To manage, control, grant options on, lease (for terms within or beyond the term of the trust for any purpose), sell (for cash and/or on deferred or installment payments within or beyond the term of the trust for any purpose), convey, exchange, liquidate, partition, divide, improve and repair trust property.

Section 6. Power to Lend. To lend money to any person or entity, including the probate

estate of the settlor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest, and to purchase property at its fair market value, as determined by the trustee, in the trustee's discretion, from the probate estate of the settlor.

Section 7. Power to Adjust for Tax Consequences. To take any action and to make any election, in the trustee's discretion, to minimize the tax liabilities of this trust and its beneficiaries. The trustee, in the trustee's discretion, may make adjustments in the rights of the beneficiaries equitably based on their proportionate interests in the trust, or equitably between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

Section 8. Power to Borrow and Encumber. To borrow money, and to encumber trust property including by mortgage, deed of trust, pledge, or otherwise on such terms and conditions as the trustee, in the trustee's discretion, consider advisable.

Section 9. Power to Litigate. To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the trust estate as the trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

Section 10. Power to Employ and Pay Advisors. To employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist the trustee in the administration of this trust and to rely on the advice given by these agents. Reasonable compensation for all services performed by these agents shall be paid from the trust estate and shall not decrease the compensation to which the trustee is otherwise entitled. In addition, pursuant to the Uniform Prudent Investor Act, and the ability of the trustee to delegate investment and management functions contained therein as the trustee, in the trustee's discretion, deem prudent under the circumstances, the trustee may select an agent to act as an investment manager, establish the scope and terms of the delegation and the compensation of the agent, and periodically review the agent's overall performance and compliance with the terms of the delegation. Such delegation shall include the power to acquire and dispose of any trust assets, but the trustee shall not delegate to any other person or entity the power or duty to make distributions from the trust.

Section 11. Power to Insure. To carry insurance of such kinds and in such amounts as the trustee may deem advisable, at the expense of the trust, to protect the trust estate and the trustee personally against any hazard or liability excepting the trustee's malfeasance or nonfeasance.

Section 12. Power to Allocate Receipts and Expenses. To allocate and apportion between principal and income as follows:

(a) Subject to paragraph (b) of this Section and to any contrary provision in this instrument, from and after the deceased settlor's death, the California Revised Uniform Principal and Income Act (RUPIA) shall govern beneficiaries' rights among themselves in matters concerning principal and income. If RUPIA contains no provision concerning a particular item, the trustee shall determine what is principal or income and apportion and allocate, in the trustee's discretion, receipts and expenses between these accounts. Income accrued or unpaid on trust

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property when received into any trust shall be treated as any other income.

(b) All of the powers in this Section are subject to the trustee's duties to treat equitably both the income beneficiaries and remainder beneficiaries of any trust. In this connection, the trustee shall observe the following:

(1) A reasonable reserve for depreciation of all income producing depreciable real property, capital improvements, and extraordinary repairs to the property (e.g., new roof, new plumbing system) shall be charged to income.

(2) A reasonable reserve for depletion of all depletable natural resources, including oil, gas, mineral, and timber property, shall be charged to income.

(3) A reasonable reserve for amortization of all intangible property having a limited economic life, including patents and copyrights, shall be charged to income.

(4) All distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to income.

(5) All premiums paid and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income as the case may be.

(6) All items of income in respect of a decedent shall constitute principal, except that if any such items allocated to the Survivor's Trust do not yield a reasonable amount of income as required by Treasury Regulation Section 20.2056(b)-5(f), the trustee shall allocate a reasonable portion of such items to income, the amount of such allocation to be determined, in the trustee's discretion, taking into account the settlor's desire to comply with such Regulation as to all items allocated to the Survivor's Trust.

Section 13. Power to Abandon Property. To abandon any property or interest in property belonging to the trust when, in the trustee's discretion, such abandonment is in the best interest of the trust and its beneficiaries.

Section 14. Powers Concerning Partnership Interests. To enter into any general or limited partnership agreement, become and remain a partner under it, and carry out all the terms and conditions of any partnership agreement, including the granting or delegating of any power to the general partner of a limited partnership, notwithstanding the fact that the trustee may also be a partner of the partnership for the trustee's own account or in another fiduciary capacity.

Section 15. Powers Concerning Corporations and Businesses. To acquire and hold shares in any closely held corporation and to incorporate any business in any state; to transfer to any corporation any of the assets of the trust estate, either real or personal, and to receive in exchange shares of stock or other securities of the corporation; to exercise or sell stock subscription or



conversion rights; to serve as an officer or director of any corporation; to vote in person or by proxy the shares of any corporation; and to participate in voting trusts and pooling agreements and to deposit any shares with and transfer title to any committee, assignee, or trustee under such terms and conditions as the trustee may consider advisable, even though the trustee may also own shares or securities in the corporation for the trustee's own account or in another fiduciary capacity. The trustee may participate in reorganizations, consolidations, and mergers concerning any corporation; and exchange such securities for securities, or other assets; the trustee may liquidate or join in the liquidation of any corporation and may thereafter retain and operate, alone or in conjunction with any others, any interest in any business so received.

Section 16. Power to Engage in Installment Sales. To make and participate in installment sales and purchases of property, real and personal, as a buyer or seller.

Section 17. Powers Concerning Holding Title to Property. To hold securities or other property in the trustee's names under this trust, or in the trustee's own name, or in the name of a nominee, or the trustee may hold securities unregistered in such condition that ownership will pass by delivery.

Section 18. Powers of Disclaimer or Release. To disclaim or to release or to restrict the scope of any power that the trustee may hold in connection with the trust or trusts created under this instrument or implied in law. The trustee shall exercise this power in a written instrument specifying the powers to be disclaimed, released, or restricted and the nature of any such restriction, and shall deliver a copy of the written instrument to the then current income beneficiary or beneficiaries of any trust created hereunder affected thereby.

Section 19. Power of Partition. To partition, allot and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustee, and to sell such property as the trustee, in the trustee's discretion, consider necessary to make division or distribution. In making any division or partial or final distribution of the trust estate, the trustee shall be under no obligation to make a prorata division, or to distribute the same assets to beneficiaries similarly situated. Rather, the trustee may, in the trustee's discretion, make nonprorata divisions between shares and nonprorata distributions to such beneficiaries, as long as the respective assets allocated to separate shares distributed to such beneficiaries have equivalent or proportionate fair market value. The income tax basis of assets allocated or distributed nonprorata need not be equivalent and may vary to a greater or lesser amount, as determined by the trustee, in the trustee's discretion, and no adjustment need be made to compensate for any difference in basis.

Section 20. Power Concerning Safe Deposit Boxes in the Name of the Settlor. To have access to all safe deposit boxes in the settlor's name; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the settlor's name; to add to and remove the contents of all such safe deposit boxes during the lifetime and following the death of a settlor; and to terminate contracts for all such safe deposit boxes. It is contemplated that following the death of a settlor, no personal representative of the settlor's estate will be appointed, as no court supervision of the administration of the settlor's estate will be required. Therefore, the trustee is specifically authorized to empty any safe deposit boxes in the name of a settlor, and distribute the assets



contained in said boxes according to this trust instrument. Furthermore, any financial institution relying on this power, or a declaration of the trustee that the trustee is qualified, has the power to so act and is properly exercising the trustee's powers under the trust, is fully protected as provided in California Probate Code Section 18100.

**Section 21. Power Concerning IRA, Qualified Trust, or Tax-Deferred Annuity.**

If the Trust or any trust created hereunder is a beneficiary of an IRA, Qualified Trust, or Tax-Deferred Annuity, then unless otherwise provided, Trustee shall have the authority and discretion to control the timing and amount of distributions from such IRA, Qualified Trust, or Tax-Deferred Annuity. For example, but not by way of limitation, Trustee shall have the authority and discretion (1) to cause distributions necessary to meet the minimum distribution requirements of Section 401(a)(9) of the Code, or any substitute or successor provision, (2) to provide for distributions larger than the minimum distributions required by Section 401(a)(9) of the Code, or any substitute or successor provision, as may be necessary to distribute all of the net income of an IRA, Qualified Trust, or Tax-Deferred Annuity of which the Survivors Trust or the Bypass Trust is a beneficiary, and (3) to refrain from causing distributions which would unnecessarily accelerate the recognition of taxable income. Notwithstanding the foregoing, when the terms of this Trust Agreement call for non-discretionary distributions of principal to a beneficiary, Trustee shall not be obligated to cause distribution from such IRA, Qualified Trust, or Tax-Deferred Annuity but such beneficiary shall have the power to control distributions from such IRA or Qualified Trust to this Trust, and thence to such beneficiary, to the extent of such beneficiary's proportionate entitlement to distribution of Trust principal. (For example, if there are four equal beneficiaries of this Trust, and one of them becomes entitled to a thirty-three and one-third percent (33-1/3%) distribution of his share of Trust principal free of trust, such beneficiary shall have the power to cause distribution from such an IRA of up to eight and one-third percent (8-1/3%) of such IRA's assets, as of any time of distribution, but with adjustment for distributions from such IRA to other beneficiaries.)

**Section 22. Power to Control Digital Assets.** To (1) Access, use, and control the Settlor's digital devices, including desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device that serves to access, modify, delete, control, or transfer the Settlor's digital accounts or assets; (2) Access, modify, delete, control, and transfer the Settlor's digital accounts, including bank accounts, e-mail accounts, blogs, software licenses, social network accounts, social media accounts, file-sharing and storage accounts, financial management accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, online store accounts, and affiliated programs; and (3) Access, modify, delete, control, and transfer the Settlor's digital assets, including e-mails, blog posts, documents, images, and audio, video, and other digital files, whether stored on a digital device or in a digital account.

## **ARTICLE IV**

### **Miscellaneous Provisions**

**Section 1. No Separate Trusts Required.** There need be no physical segregation or division of the various trusts, 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.

Section 2. Additions to Trust. Other property acceptable to the trustee may be added to these trusts by any person, by the Will or codicil of the settlor, or by a lifetime transfer, or by the designation of the trust or trustee as the beneficiary of any life insurance, or otherwise. Unless otherwise specified in this instrument or in any instrument of transfer, any addition to any trust that has been subdivided into multiple trusts shall augment proportionally the trusts into which such trust has been divided. Any addition to a trust over which a power of appointment has been exercised shall be held in a separate trust or distributed as if the power had not been exercised, unless the instrument exercising the power specifies the manner in which a subsequent addition to the trust shall be distributed.

Section 3. Spendthrift Clause. No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.

Section 4. Choice of Law Provision. The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of California in force from time to time. This shall apply regardless of any change of residence of the trustee or any beneficiary, or the appointment or substitution of a trustee residing or doing business in another state.

Section 5. Definition of "Education". Whenever provision is made in this instrument for payment of the "education" of the beneficiary, the term "education" shall be construed to include college, graduate study and specialty training or general educational preparation for a vocation, so long as the trustee decides that said education is being pursued to advantage by the beneficiary, at an institution of the beneficiary's choice. In determining payments to be made for such education, the trustee shall take into consideration the beneficiary's related reasonable living expenses to the extent the trustee, in the trustee's discretion, deems appropriate.

Section 6. Definition of "Incompetent" and "Incapacitated." A person shall be deemed "incompetent" or "incapacitated" if he or she shall be incapacitated so as to make it impossible or impracticable for such person to give prompt and intelligent consideration to business matters, or if he or she has been certified in writing under penalty of perjury to be incompetent by two (2) physicians, or a court of competent jurisdiction has so declared the person incompetent or mentally ill or in need of a conservator. Any person nominated herein as trustee may act upon such evidence of the competency or incompetency of any person as the trustee shall deem appropriate and reliable without liability by reason thereof.

Section 7. Definition of "Right of Representation". Distribution of property to or division of property among the issue of a person by "right of representation", means to divide the property into as many equal shares as there are living children of that person and deceased children of that person who leave then living issue. One (1) such equal share shall be allocated to each living child of that person and one (1) such equal share to each group composed of the then living issue of a deceased child of that person. Each such share allocated to a group composed of the then living issue of a deceased child shall be equally allocated among the group members.

Section 8. Further Definitions. The masculine, feminine, or neutral gender, and the singular or plural number, will each be deemed to include the others whenever the context so indicates, and words used in this instrument in the present tense include the future as well as the present. All references to specific statutes, codes or regulations shall include any successors. The term "Internal Revenue Code" shall refer to the Internal Revenue Code of 1986, as amended from time to time, and to any successor statute to it. The use of the word "shall" indicates a mandatory direction, while the use of the word "may" indicates a permissive, but not mandatory, grant of authority.

Section 9. Severability Clause. If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

Section 10. Notice of Occurrence of Event. Unless the trustee shall have received actual written notice of the occurrence of any event affecting the beneficial interests of this trust, the trustee shall not be liable to any beneficiary of this trust for distribution made as though the event had not occurred.

Section 11. Distributions to Beneficiaries Under Disability. Any distribution directed by this instrument to be made to a child under age eighteen (18) years or other beneficiary under disability may be delivered without bond to any suitable person with whom he or she resides or who has the care or control of him or her; provided, however, that if such beneficiary already has a conservator or guardian appointed on his or her behalf, any such distribution shall instead be made to such conservator or guardian.

Section 12. Captions for Convenience. The headings, titles, and subtitles are inserted solely for convenient reference and shall be ignored in any construction of this instrument.

Section 13. Survivorship Requirement. Except as otherwise specifically provided in this instrument, if any person named herein fails to survive a settlor for forty (40) days, for all purposes of this trust, the person shall be considered to have predeceased such settlor.

Section 14. Provisions Concerning Insurance Payable to Trust. The owner of each policy of insurance made payable to any trust created in this instrument reserves all rights, options, and privileges conferred on the owner by the terms of the policy, including, but not limited to, the right to change its beneficiary designation, to hypothecate the policy and to borrow funds from the insurer. Sickness, disability or other benefits and all dividends accruing during the insured's lifetime may be paid by the insurer to the owner and not the trust. The trustee shall not be responsible for a settlor's acts or omissions relating to any insurance policy.

On receiving proof of death of the insured and on obtaining possession of an insurance policy, the trustee shall use reasonable efforts to collect all sums payable under policy terms. All sums received shall become principal of the trust estate, except for interest paid by the insurer, which shall be income. The trustee shall have full power to compromise, arbitrate or otherwise adjust any claim, dispute or controversy arising under any policy, and shall have authority to initiate, defend, settle and compromise any legal proceeding necessary, in the trustee's opinion, to collect the proceeds of any policy. The trustee's receipt to any insurer shall be considered in full discharge of the insurer's liability under the policy, and the insurer shall not be under any duty to inquire

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concerning the trustee's application of policy proceeds.

Section 15. Disinheritance of Omitted Heirs. Except as otherwise provided in this instrument, the settlor has intentionally and with full knowledge chosen not to provide for his heir(s).

Section 16. No Contests Permitted. If any beneficiary of the trust hereunder, in any manner, directly or indirectly, contests or attacks any of these trusts or any of the provisions hereof, or the Will of the settlor, or any provisions thereof, or conspires to do so, or fails to cooperate in good faith in the defense of any attack or contest, then any share or interest in the trust estate given to that contesting beneficiary under this trust is revoked, and such property shall be managed and distributed in the same manner provided herein as if that contesting beneficiary had died before the establishment of this trust and before becoming entitled to receive any income or portion of the corpus of the trust estate. The trustee is specifically authorized to defend, at the expense of the trusts, any contest or attack of any nature upon these trusts, or any provision hereof. For the purpose of this paragraph, a request to a court of competent jurisdiction for instruments or interpretation shall not be deemed to be a contest or attack upon any provision.

Section 17. Right of Trustee to Probate Trust Assets. Notwithstanding any other provisions in this instrument, the trustee may, in the trustee's discretion, direct the personal representative of the estate of a settlor to subject trust assets, up to and including all of the trust's assets, to the jurisdiction of the Probate Court as if no living transfers had been made to the trust estate.

Section 18. Definition of IRA, Qualified Trust and Tax-deferred Annuity. The term "IRA" refers to an individual retirement account within the meaning of Section 408(a) of the Internal Revenue Code of 1986, as amended (hereinafter the "Code"), or any substitute or successor provision. The term "Qualified Trust" refers to a qualified trust within the meaning of Code Section 401(a), or any substitute or successor provision. The term "Tax-Deferred Annuity" refers to a Tax-Deferred Annuity within the meaning of Code Section 403(b), or any substitute or successor provision.

Section 19. Waiver of Accounting. The trustee does not have a duty to account in the absence of a demand for an account by a person entitled to an account.

Section 20. Accounting Procedure. Accountings shall be made by delivering a written accounting to each beneficiary who requested such accounting. If any person entitled to receive an accounting is a minor or is disabled, the accounting shall be delivered to his or her parents or the guardian of his or her person, if a minor, or to the guardian or conservator of his or her estate, if disabled. Unless any beneficiary (including parents, guardians, or conservators of beneficiaries) delivers a written objection to the trustee within 180 days after receipt of the trustee's account, the account shall be final and conclusive concerning transactions disclosed in the account and shall be binding on all beneficiaries of the trust, including unborn, unascertained, and contingent beneficiaries. After settlement of the account by agreement of the parties objecting to it or by expiration of the 180-day period, the trustee shall no longer be liable to any beneficiary of the trust, including unborn, unascertained, and contingent beneficiaries, for transactions disclosed in the account, except for the trustee's intentional wrongdoing or fraud.

Section 21. Special Guardian Benefits. Settlor's desire to prevent any financial detriment or economic burden to any guardian of the person of minor children of settlors in the execution of such guardian's responsibilities and duties. Therefore, the trustee, in its discretion, may reimburse the guardian from the trust estate for any expenses reasonably incurred in providing for the health, support, maintenance, and education of settlors' children. In accordance with settlors' intent that their children become fully integrated into the guardian's household, the trustee may, in its sole discretion, make distributions to the guardian to augment living facilities and provide accommodations for settlors' children by remodeling the guardian's existing home or by purchasing a new home (or in the alternative, the trustee, in its sole discretion, may loan or guarantee a loan to the guardian to this end, secured or unsecured, and may pledge trust assets as security, even for a period extending beyond the term of the trust).

I certify that I have read the foregoing Declaration of Trust of the JANIS RIEKER REVOCABLE TRUST and agree that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the trustee. I approve the Declaration of Trust in all particulars and hereby agree to act as Trustee.

Executed at San Bernardino, California, on this 14<sup>th</sup> day of August, 2015.

A handwritten signature in cursive script, appearing to read "Janis Rieker", is written over a horizontal line.

JANIS RIEKER, Settlor & Trustee

## **SCHEDULE OF TRUST ASSETS AND GENERAL ASSIGNMENT**

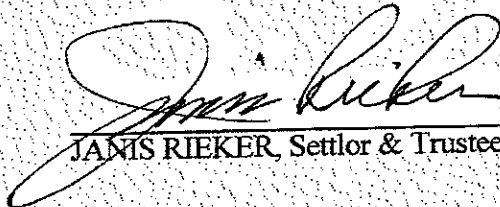
I, JANIS RIEKER, as Settlor of the JANIS RIEKER REVOCABLE TRUST, hereby transfer, assign, convey and grant to the Trustee of the JANIS RIEKER REVOCABLE TRUST the following property listed on Schedule A below.

### **Schedule A (Trust Property)**

1. All articles of personal and household use and ornament, now owned or acquired later, including but not limited to personal effects, jewelry, art work, club memberships, furniture, furnishings, pictures, books, and other tangible articles of a personal nature, including all insurance covering those articles.
2. All cash and / or brokerage accounts at any bank, savings bank, savings and loan, credit union, money market mutual fund, brokerage house or similar institution, excluding any retirement accounts unless the Trust is the named beneficiary of such retirement account.
3. All bonds, stock, stock options and/or security certificates.
4. All interest in any real property, including 181 North Center Place, Redlands, CA 92373.

This property shall be held, managed, and distributed according to the terms of the JANIS RIEKER REVOCABLE TRUST as they exist as of the date of this assignment or as they are amended in the future.

Executed this 14<sup>th</sup> day of August, 2015, at San Bernardino, California.

  
\_\_\_\_\_  
JANIS RIEKER, Settlor & Trustee



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

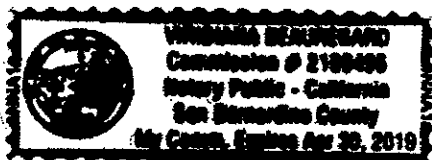
) ss.

COUNTY OF SAN BERNARDINO )

On this 14<sup>th</sup> day of August, 2015, before me, Viridiana Beauregard, Notary Public, personally appeared JANIS RIEKER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



N Viridiana Beauregard, Notary Public