

1 JAMES M. WAGSTAFFE (95535)
wagstaffe@kerrwagstaffe.com
2 KEVIN CLUNE (248681)
clune@kerrwagstaffe.com
3 **KERR & WAGSTAFFE LLP**
101 Mission Street, 18th Floor
4 San Francisco, CA 94105
Telephone: (415) 371-8500
5 Fax: (415) 371-0500

6 CHARLOTTE ITO (111656)
cito@citolaw.com
7 **LAW OFFICES OF CHARLOTTE ITO, PC**
220 Montgomery Street, Suite 1047
8 San Francisco, CA 94104
Telephone: (415) 223-8250
9 Fax: (415) 223-8251

10 Attorneys for Beneficiary
SUSAN SCHNEIDER WILLIAMS
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN FRANCISCO**

14
15 In the Matter of the
16 THE ROBIN WILLIAMS TRUST

Case No. 14-298367

**AMENDED EXHIBIT A TO PETITION
FOR INSTRUCTIONS**

DATE: March 30, 2015
TIME: 9:00 a.m.
DEPT: 204 (Probate)

17
18
19
20
21
22
23
24
25
26
27
28

ELECTRONICALLY

FILED

*Superior Court of California,
County of San Francisco*

MAR 25 2015

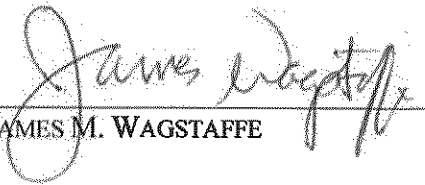
Clerk of the Court
BY: ELIZABETH FONG
Deputy Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Pursuant to this Court's Probate Examiner's Notes dated March 24, 2015, Counsel for
Petitioner hereby files an unredacted copy Exhibit A to the Petition for Instructions originally
filed on December 19, 2014. Exhibit A is the Second Amendment to and Complete Restatement
of Trust Agreement of the Robin Williams Trust.

Dated: March 24, 2015

KERR & WAGSTAFFE LLP

By: 
JAMES M. WAGSTAFFE

Attorneys for Beneficiary
SUSAN SCHNEIDER WILLIAMS

EXHIBIT A

**SECOND AMENDMENT TO AND
COMPLETE RESTATEMENT OF TRUST AGREEMENT OF
THE ROBIN WILLIAMS TRUST**

This SECOND AMENDMENT TO AND COMPLETE RESTATEMENT (“Restatement”) of the Trust Agreement dated June 24, 2010 (“Trust Agreement”) (establishing the ROBIN WILLIAMS TRUST (“Trust”)) is made as of the date set forth below by ROBIN M. WILLIAMS as Settlor and as Trustee.

WITNESSETH:

WHEREAS, Settlor pursuant to his reserved right to amend wishes to substantially amend and fully restate the Trust Agreement and the Trust established therein (which had been previously amended by the First Amendment thereto dated December 27, 2010) and the Trustee wishes to and hereby does accept and consent to such amendment and restatement.

NOW, THEREFORE, the Settlor hereby completely amends and fully restates the Trust Agreement and the Trust as follows:

“ARTICLE 1

DEFINITION OF PROPERTY IN TRUST ESTATE;

ACKNOWLEDGMENT OF PRENUPTIAL AGREEMENT

All property subject to this trust and any trust established pursuant hereto at any time (herein sometimes referred to as the “trust estate”) shall be held, administered, and distributed as provided below. All such property is and shall continue to be Settlor’s separate property. The Trustee acknowledges Settlor’s Prenuptial Agreement dated September 28, 2011 with SUSAN M. SCHNEIDER (herein sometimes referred to as “SUSAN” or “Settlor’s spouse”) and agrees to fulfill Settlor’s financial obligations thereunder in the event of Settlor’s incapacity or death. Such obligations (including SUSAN’s Trust established in Article 4 hereof) are in the nature of a claim against Settlor’s estate for federal estate tax purposes.

ARTICLE 2

PROVISIONS RELATING TO TRUSTEE SUCCESSION

2.1 Initial Trustee. ROBIN M. WILLIAMS is and shall continue to be the initial Trustee.

2.2 Trustee Succession. Upon the death, resignation or incapacity (as determined in Paragraph 3.5 of Article 3, below) of the Settlor, his term as Trustee shall cease and terminate and Settlor's business manager, JOEL FADEN, and personal manager, STEPHEN TENENBAUM, shall jointly and collectively serve as Trustee in his place. If for any reason JOEL FADEN shall be unable or unwilling to serve or continue to serve as a co-Trustee, CYNTHIA S. MARGOLIS shall serve as successor co-Trustee in his place; and if for any reason STEPHEN TENENBAUM shall be unable or unwilling to serve or continue to serve as a co-Trustee, ARNOLD D. KASSOY shall serve as successor co-Trustee in his place. The last to serve as a co-Trustee of STEPHEN TENENBAUM and ARNOLD D. KASSOY shall designate by written instrument as his successor any individual or Qualified Trustee (as defined in Paragraph 2.4, below); and the last to serve as a co-Trustee of JOEL FADEN and CYNTHIA S. MARGOLIS shall designate by written instrument as his or her successor any individual or Qualified Trustee.

2.3 Definition; No Bond Requirement. The term "Trustee" as used in this instrument shall mean the initial Trustee and any successor Trustee(s) named herein or designated as provided herein and shall include two (2) persons serving as co-Trustees hereunder. No bond shall be required of anyone serving as a Trustee, whether serving jointly or alone.

2.4 Definition of Qualified Trustee. The term "Qualified Trustee" shall refer to any bank, trust company, or other financial institution duly qualified to act as Trustee pursuant to applicable laws and which is then supervising total trust assets in excess of Five Hundred Million Dollars (adjusted for cost of living increases using an appropriate index selected by the then serving Trustee or the then beneficiaries, if there is no then serving Trustee).

2.5 Trustee Resignation. Any person acting as Trustee of any trust established under this instrument may resign at any time upon giving written notice, thirty (30) days before such resignation shall take effect, to the Settlor, or after the death of the Settlor, to all beneficiaries and to the parent or guardian of any minor beneficiaries. Except when the current-income beneficiary of a trust created hereunder is resigning as sole Trustee of such trust, the resigning Trustee shall render the accounting required under California Probate Code Section 16062 (if any), and shall transfer and deliver to his or her then successor the entire trust estate, and shall thereupon be discharged as Trustee of such trust and shall have no further powers, discretions, rights, obligations or duties with reference to the trust estate, and all such powers, discretions, rights, obligations and duties of the resigning Trustee shall inure to and be binding upon the successor Trustee.

2.6 Manner of Appointment If No Successor Designated. If no successor Trustee is herein designated to act in the event of a resignation of a Trustee (as provided in Paragraph 2.6, above), or no successor Trustee accepts the office, a majority of those to whom such notice of resignation shall be given shall designate a successor Trustee by written notice to the resigning Trustee. In the event a successor Trustee shall not be so designated, the resigning Trustee shall have the right to appoint a successor Trustee which is a Qualified Trustee (as defined above). If a successor Trustee is not designated or appointed as provided above, the resigning Trustee or any such beneficiary of this trust or any trust established pursuant hereto may secure the appointment of a successor Trustee by a court of competent jurisdiction, at the expense of the trust estate.

2.7 No Successor Liable for Acts of Predecessor. 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 this trust, or any trust established pursuant hereto, or the guardian of a minor beneficiary's estate, 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.

2.8 Signature of Both Co-Trustees Required. If at any time two individuals are acting hereunder jointly and collectively as Trustee, the signature of both co-Trustees shall be required for all purposes.

2.9 Trustee Compensation. The Trustee shall be entitled to reasonable compensation, substantially based upon California Probate Code Section 10800 and determined as provided herein. Annual compensation shall be an amount equal to a sliding percentage of the fair market value, determined annually, of the assets less liabilities of the trust computed as follows:

- (a) 4% on the first \$100,000 of value.
- (b) 3% on the next \$100,000 of value.
- (c) 2% on the next \$800,000 of value.
- (d) 1% on the next \$9,000,000 of value.
- (e) 1/2% on the next \$15,000,000 of value.
- (f) 1/4% on the value in excess of \$25,000,000.

If more than one Trustee is serving, the annual compensation shall be divided between or among them as they shall agree and in the absence of such agreement, the compensation shall be divided equally.

2.10 Conflicts of Interest. Any Trustee, or any firm with which a Trustee is affiliated, that performs services in connection with the regular operations of any business, partnership, firm or corporation in which the Settlor's estate or a trust hereunder is financially interested may be compensated for services independently of compensation for services as Trustee hereunder.

The general rule of law whereby actions, decisions or transactions are held to be void or voidable if a Trustee is directly or indirectly interested therein in a non-Trustee capacity shall not be applicable to transactions between the Settlor's estate or any trust under this

instrument and any business entity in which the Trustee is involved. The Settlor recognizes that the dual role of a Trustee may result in situations involving conflicts of interest or self-dealing, and it is the Settlor's express intent that such Trustee shall not be liable as aforesaid, except in the event of his own bad faith or gross negligence. Notwithstanding the foregoing, all such transactions shall be fair and reasonable. The Trustee's power hereunder shall be exercised in good faith for the benefit of the Settlor's estate and the trust estate and in accordance with the usual Trustee obligations, except that the rule against self-dealing shall not be applicable as provided in this paragraph.

A Trustee who is an attorney, accountant, investment advisor or other professional shall not be disqualified from rendering professional services to the Settlor's estate or to this trust or to any trust created hereunder or from being compensated on a reasonable basis therefor in addition to any compensation which he or she is otherwise entitled to receive as Trustee; neither shall a firm with which a Trustee is associated as a partner, officer, principal or employee be disqualified from acting on behalf of the Settlor's estate or for this trust or any trust created hereunder or from being compensated therefor on a reasonable basis. The Settlor is aware that Probate Code Section 15687 restricts the rights of the Settlor's attorney, ARNOLD D. KASSOY, to receive dual compensation for his services as a successor co-Trustee and an attorney on behalf of the Settlor's estate or this trust or any trust created hereunder. The Settlor recommends that the court and/or any beneficiaries of this trust or any trust established hereunder approve of ARNOLD D. KASSOY receiving dual compensation as a co-Trustee and as an attorney. ARNOLD D. KASSOY has been the Settlor's attorney for many years and he is familiar with the Settlor's estate plan, assets and family relationships and the Settlor also feels that his expertise in estate planning, probate and trust law matters would be of benefit to the Settlor's Trust. As a result, ARNOLD D. KASSOY is best situated and it would be in the best interests of the beneficiaries of this trust and any trust created hereunder for ARNOLD D. KASSOY to act as a co-Trustee, should the need arise, while he continues to act as the attorney for the Settlor's estate and this trust or any trust created hereunder. Therefore, the Settlor does not want the issue of fees to dissuade ARNOLD D. KASSOY from acting as a co-Trustee and as such it is the Settlor's intent that he and any law firm of which he is a member be compensated for their respective services on behalf of the Settlor's estate or this trust or any trust created hereunder.

2.11 Exculpation. No Trustee under this trust shall be liable to any person interested in the Settlor's estate or in this trust or in any trust created under this trust for any act or default of that Trustee or of any other Trustee or any other person, unless resulting from that Trustee's own bad faith or gross negligence. Each Trustee shall be indemnified against, held harmless from and provided with a defense to a claim by any beneficiary arising from any act or default of any such fiduciary taken in good faith in his or her role as a Trustee. Each Trustee further shall be entitled to use funds from the trust estate to defend against any such claim.

ARTICLE 3

ADMINISTRATION DURING LIFETIME OF SETTLOR

3.1 Distribution of Income During Settlor's Lifetime. During the lifetime of the Settlor, the Trustee shall pay to the Settlor or apply for his benefit the entire net income of the trust estate, in annual or more frequent installments.

3.2 Distributions of Principal During Settlor's Lifetime. If the Settlor's income is insufficient, the Trustee shall also pay to or apply for the benefit of the Settlor as much of the principal of the trust estate, up to and including the whole thereof, as is necessary for the Settlor's proper support, comfort, welfare, health and maintenance in his accustomed manner of living.

3.3 Liberal Invasion Power. The Trustee shall exercise in a liberal manner the power to invade principal in this Article 3, and the rights of the remainderman in the trust shall be considered of secondary importance. The Trustee shall in no event be held liable for any distribution to the Settlor.

3.4 Power to Encumber Trust Assets. During the Settlor's lifetime, the Trustee shall be empowered to encumber, by mortgage or deed of trust, any real property of the trust; to create a security interest in any personal property of the trust as security for any indebtedness or obligation of the Settlor, whether existing on the date of establishment of this trust or afterward; and to guarantee any obligation of the Settlor.

3.5 Incapacity of Settlor. If at any time, as certified in writing by two (2) licensed physicians, the Settlor becomes physically or mentally incapacitated, whether or not a

court of competent jurisdiction has declared him to be incompetent, mentally ill, or in need of a conservator, the Trustee shall pay to the Settlor or apply for the benefit of the Settlor the entire net income and such amounts of principal as are necessary, in the Trustee's discretion, for the proper health, support, and maintenance of the Settlor in accordance with his accustomed manner of living at the date of this instrument, until the Settlor, as certified by two (2) licensed physicians, is again able to manage his own affairs, or until the death of the Settlor. If a conservator of the person or the estate is appointed for the Settlor, the Trustee shall take into account any payments made for the Settlor's benefit by the conservator. Nothing in this Paragraph 3.5 shall be deemed to limit the Trustee's power to gift pursuant to Paragraph 7.26, below.

ARTICLE 4

ADMINISTRATION OF TRUST ESTATE ON DEATH OF SETTLOR

4.1 Payment of Debts, Expenses and Taxes. On the death of the Settlor, and subject to any power of appointment exercised by the Settlor (as provided in Paragraph 4.2, below), the Trustee shall pay out of the residue of the trust estate the Settlor's legally enforceable debts, last illness and funeral expenses, trust administration expenses, attorneys' fees and, after conferring with the executor of the Settlor's Will, if any, costs incurred in administering the Settlor's probate estate, if any, and the Settlor's estate and other death taxes (as provided in Article 9, below) arising by reason of the Settlor's death (including interest and penalties thereon).

4.2 General Power of Appointment. On the death of the Settlor, the Trustee shall distribute any remaining balance of the trust estate, including principal and accrued or undistributed income thereof, to such one (1) or more persons and entities, including the Settlor's own estate, and on such terms and conditions, either outright or in trust, and in such proportions as the Settlor shall appoint by Will (or a codicil thereto), specifically referring to and exercising this power of appointment. This power of appointment shall be exercisable by the Settlor alone and in all events.

In the event or to the extent that the Settlor shall have failed to exercise the power of appointment conferred under this Paragraph 4.2, or shall have released or renounced this

power, or an attempted exercise of this power shall have been invalid or ineffective for any reason, the property subject to it shall be added to the property disposed of in Paragraph 4.3, below.

4.3 Disposition of Unappointed Trust Assets. On the death of the Settlor, after making the payments described in Paragraph 4.1, above, and subject to the exercise of the Settlor's power of appointment described in Paragraph 4.2, above, the Trustee shall make the gifts set forth in Paragraph 4.3.1 *et seq.*, below (including the gift in trust for Settlor's spouse as provided in Paragraph 4.3.1.3, *et seq.*) and shall distribute the residue of the trust estate as provided in Paragraph 4.3.2, *et seq.*, below.

4.3.1 Specific Gifts. The Trustee shall distribute the following specific gifts, free of any and all estate, death, inheritance and succession taxes, to the individuals indicated:

4.3.1.1 Specific Gifts of Tangible Personal Property and Real Property. The Trustee shall distribute the following tangible personal property and real property:

(a) All ownership interest in the right to Settlor's name, voice, signature, photograph, likeness and right of privacy/publicity (sometimes referred to as "right of publicity") to the Windfall Foundation, a California Nonprofit Corporation ("THE WINDFALL FOUNDATION"), subject to the restriction that such right of publicity shall not be exploited for a twenty-five (25) year period commencing on the date of Settlor's death. If THE WINDFALL FOUNDATION shall not then exist or if contributions to THE WINDFALL FOUNDATION shall not then qualify for the charitable deduction pursuant to Sections 170(c) and 2055(a) of the Internal Revenue Code, the Trustee shall distribute such right of publicity to such one or more charitable organizations with a similar purpose to that of THE WINDFALL FOUNDATION as the Trustee shall select, contributions to which shall qualify for the charitable deduction pursuant to Sections 170(c) and 2055(a) of the Internal Revenue Code.

(b) Subject to subparagraph (c), below, all of Settlor's clothing, jewelry, personal photos taken prior to his marriage to SUSAN, Settlor's memorabilia and awards in the entertainment industry and the tangible personal property located at 1100 Wall

Road, Napa, CA that the Trustee determines not to sell shall be distributed to Settlor's then living children in substantially equal shares as they shall agree. In the event the children are not able to agree on the division of the foregoing tangible personal property, the Trustee shall decide, in the Trustee's reasonable discretion, which items shall be distributed to each child, which items shall be sold and how much of the proceeds therefrom shall be distributed to each child, and which items shall be gifted to one or more charitable organizations (including the institution holding Settlor's archived material) deemed appropriate by the Trustee and which qualify for the charitable deduction pursuant to Sections 170(c) and 2055(a) of the Internal Revenue Code. The Trustee's determination and decision with regard all of to the foregoing in this subparagraph shall be final and absolute.

(c) The Trustee may, in the Trustee's sole discretion, sell some or all of the contents of 1100 Wall Road, Napa, CA if the Trustee determines such sale shall be in the best interest of the trust. All such sales proceeds shall become a part of the residue distributed pursuant to Paragraph 4.3.2, *et seq.*, below.

4.3.1.2 Specific Gifts of Cash. The Trustee shall distribute the following cash gifts to the individuals indicated below:

(a) The sum of Three Hundred Thousand Dollars (\$300,000) to REBECCA SPENCER if she is employed by Settlor (or an entity controlled by Settlor) at any time during the twelve (12) month period ending on the date of Settlor's death unless terminated for cause.

(b) The sum of One Hundred Fifty Thousand Dollars (\$150,000) to BRIAN NUSS and LORI NUSS in equal shares or entirely to the one of them who survives Settlor provided one of them is employed by Settlor (or an entity controlled by Settlor) at any time during the twelve (12) month period ending on the date of Settlor's death unless terminated for cause.

(c) The sum of One Hundred Thousand Dollars (\$100,000), or two percent (2%) of the value of Settlor's gross estate as determined for federal estate tax purposes, whichever is less, to Settlor's brother, McLaurin Williams. If he fails

to survive Settlor, said gift shall be distributed to his issue who survive Settlor, by right of representation. If no such issue survive Settlor, said gift shall fail and said sum shall be distributed as part of the residue pursuant to Paragraph 4.3.2, below.

(d) The sum of One Hundred Fifty Thousand Dollars (\$150,000) to CYNTHIA S. MARGOLIS.

(e) The sum specified to the following individuals who are employed by Settlor (or an entity controlled by Settlor) at anytime during the twelve (12) month period ending on the date of Settlor's death unless terminated for cause:

(i) To MARIA CASILLAS, the sum of Twenty Thousand Dollars (\$20,000).

(ii) To FRANCISCA DELGADO, the sum of Ten Thousand Dollars (\$10,000).

(iii) To PEDRO DELGADO, the sum of Twenty Thousand Dollars (\$20,000).

(iv) To ASCENCION GIGARROA, the sum of Twenty Thousand Dollars (\$20,000).

(v) To NORBERTO PIMENTEL, the sum of Twenty Thousand Dollars (\$20,000).

(vi) To DANIEL SPENCER, the sum of Twenty Thousand Dollars (\$20,000).

(vii) To GABRIEL FELIX, the sum of Twenty Thousand Dollars (\$20,000).

(viii) To FRANK SCHILLACI, the sum of Ten Thousand Dollars (\$10,000).

Unless otherwise specified, if any individual named in subparagraphs (a) through (e), above, does not survive Settlor, his or her gift shall fail and the amount of such gift shall be added to and become part of the residue of the trust estate which is distributed pursuant to Paragraph 4.3.2, below.

4.3.1.3 Gift in Trust for SUSAN. If Settlor and SUSAN are still married and not separated (as defined below) at Settlor's death, the Trustee shall set aside in a separate trust ("SUSAN's Trust"), which trust shall be held and administered as provided below for the benefit of SUSAN during her remaining lifetime, the following property: (a) Settlor's residence (and the contents thereof excluding items of tangible personal property specifically gifted pursuant to the preceding Paragraph 4.3.1.1, above) located at 95 St. Thomas Way, Tiburon, CA 94920 (the "Residence"); and (b) an amount of cash or other property reasonably determined by the Trustee to constitute an appropriate reserve fund to cover during SUSAN's lifetime all costs related to the Residence including, but not limited to, mortgage or trust deed payments, property taxes and assessments, insurance premiums, maintenance expenses, all ordinary and extraordinary repairs and necessary improvements to the Residence and all obligations to SUSAN under this Paragraph 4.3.1.3, *et seq.* If SUSAN does not survive Settlor, if she survives but is not married to Settlor or if SUSAN and Settlor are married but separated at the date of Settlor's death, this gift shall fail and said property shall be distributed pursuant to Paragraph 4.3.2, below, as part of the residue. For purposes hereof, the term "separated" shall have the same meaning as "separation" has in the Prenuptial Agreement dated September 28, 2011 and in this regard, Settlor and SUSAN shall be deemed separated if a "terminating event" has occurred. A "terminating event" is defined as the first to occur of the following events: (i) the filing and service of a petition for dissolution or divorce, nullity or annulment, or separation or separate maintenance; (ii) the execution of a separation, marital settlement agreement, or other agreement indicative of an intention to terminate the marriage; (iii) the sending of written notice by either of Settlor or SUSAN to the other of an intention to remain apart. Settlor and SUSAN shall not be deemed separated if they are living separate and apart without a terminating event.

(a) During SUSAN's lifetime, SUSAN shall be entitled to reside in the Residence free of rent and to use the furniture and furnishings therein and other contents, in accordance with the terms and conditions of this Paragraph 4.3.1.3 *et seq.*

(b) During SUSAN's lifetime, the Trustee shall pay all mortgage or trust deed obligations, property tax and assessments, insurance premiums, maintenance expenses, ordinary and extraordinary repairs and necessary improvements with respect to the Residence out of income and principal of this Trust in accordance with the principles applicable to the charging of payments under California law. Any remaining net income of this Trust shall be distributed to SUSAN no less often than annually.

(c) Without causing an expiration or termination of SUSAN's occupancy rights and right to net income, SUSAN shall have the right to instruct the Trustee to do the following:

(i) To lease the Residence to a third party for the fair market rental value as determined by the Trustee and to pay to SUSAN the gross rental amount therefrom without reduction for the obligations to be paid by this Trust related to the Residence; or

(ii) To sell the Residence for its fair market value and to purchase a Replacement Residence for an amount equal to or less than the net sales proceeds; and the Replacement Residence and any remaining sales proceeds shall be held in this Trust upon the same terms and conditions of this Paragraph 4.3.1.3 set forth above.

(d) Upon SUSAN's death, any accrued or undistributed net income shall be distributed to SUSAN's estate and the Residence, its contents and any other assets of the trust shall be distributed as provided below:

(i) All of the contents of the Residence other than SUSAN's tangible personal property shall be distributed to Settlor's issue, by right of representation.

(ii) The Residence shall be sold and the Trustee shall allocate the net sales proceeds thereof together with any and all other assets of the Trust (less any related expenses of administration and income and death taxes) into as many equal shares as there are children then living of Settlor, children then living of SUSAN from her first marriage and deceased children of each who leave issue then living. Each share allocated to a

then living child shall be distributed to such child and each share allocated to a group composed of the living issue of a deceased child shall be distributed to such issue by right of representation.

(e) Power to Make SUSAN's Trust Productive. During SUSAN's lifetime, she shall have the power to require the Trustee to make all or any part of the principal of this Trust productive, or to convert promptly any unproductive or underproductive part into productive property. This power shall be exercised by SUSAN in a written instrument delivered to the Trustee.

(f) Settlor's Intention re Marital Deduction. It is the Settlor's intention to enable SUSAN's Trust to qualify in whole or in part for the federal estate tax marital deduction under Section 2056(b)(7) of the Internal Revenue Code, as may be amended from time to time. In no event shall the Trustee take any action or have any power that would impair the marital deduction. If the marital deduction is elected as to all or part of SUSAN's Trust, then all provisions of SUSAN's Trust shall be interpreted to conform to this primary objective.

(g) Power to Reform SUSAN's Trust. The Trustee is authorized, in the Trustee's sole discretion, to either:

(i) Authority to Reform. Reform the terms of SUSAN's Trust to comply with the requirements of Section 2056A of the Internal Revenue Code and the Regulations promulgated thereunder; or

(ii) Authority to Petition Court. Petition any court with jurisdiction over SUSAN's Trust to have the terms of the Trust reformed to comply with the requirements of Section 2056A of the Internal Revenue code and the Regulations promulgated thereunder.

(h) Intent to Comply With Prenuptial Agreement. It is Settlor's intent that this Paragraph 4.3.1.3 et. seq. shall comply with the terms of, and obligations imposed on Settlor under, the Prenuptial Agreement with SUSAN dated September 28, 2011; and the provisions of this paragraph shall be so interpreted.

4.3.2 Distribution of Residue. The Trustee shall divide, hold and administer the entire residue of the trust estate as hereinafter provided. The Trustee shall divide the residue of the trust estate into two shares, the "GST Exempt Share" and the "GST Non-Exempt Share" as described below.

4.3.2.1 GST Exempt Share. The GST Exempt Share shall consist of the assets equal in value to the amount of any generation-skipping transfer tax ("GST") exemption of the Settlor that has been allocated to the GST Exempt Share by the Settlor, the executor (or other personal representative) of the Settlor's Will or the Trustee pursuant to Paragraph 9.2, below.

4.3.2.2 GST Non-Exempt Share. The GST Non-Exempt Share shall consist of the balance of the trust estate.

4.3.2.3 Further Division of GST Exempt Share and GST Non-Exempt Share. The Trustee shall allocate, hold and administer the GST Exempt Share and the GST Non-Exempt Share for the benefit of the Settlor's children and issue of deceased children as provided below. The Trustee shall divide each of the GST Exempt Share and the GST Non-Exempt Share into as many shares as there are children of the Settlor then living and children of the Settlor then deceased leaving issue then living in such a manner and in such proportions so that each such child shall receive, in the aggregate, an equal amount of the total gifts made by the Settlor during his lifetime to all children and total gifts made under this trust (and other trusts established by the Settlor, including but not limited to the Title Holding Trust and Domus Dulcis Domus Holding Trust) to all children. In other words, the Trustee shall divide the GST Exempt Share and the GST Non-Exempt Share in such a manner as to equalize (in the aggregate) the amount each child received from Settlor during his lifetime and receives under this trust (and other trusts established by Settlor) as a result of his death. Accordingly, the Trustee shall allocate one (1) such appropriate share of each of the GST Exempt Share and GST Non-Exempt Share to each living child of the Settlor and one (1) such appropriate share of each share to a group composed of the then living issue of each deceased child of the Settlor. Each share so allocated to a living child of the Settlor shall be a separate trust and shall be held and administered as set forth in Paragraph 4.3.2.4 and Paragraph 4.4, below. The shares allocated to

the issue of a deceased child of the Settlor shall be distributed or held and administered as provided in Paragraph 4.5, below.

4.3.2.4 Separate Child's Trusts from GST Exempt and GST Non-Exempt Shares. Upon the division of the trust estate as set forth in Paragraph 4.3.2.3, above, the Trustee shall hold and administer two (2) trusts for each child (collectively, "Child's Trusts"), one (1) from the GST Exempt Share called the "Child's GST Exempt Trust" and one (1) from the GST Non-Exempt Share called the "Child's GST Non-Exempt Trust". Each child's Child's GST Exempt Trust shall be administered as provided in Paragraph 4.4.1 *et seq.*, below. Each child's Child's GST Non-Exempt Trust shall be administered as provided in Paragraph 4.4.2 *et seq.*, below.

4.4 Trusts for Child. A child's Child's Trusts shall be administered as follows:

4.4.1 Child's GST Exempt Trust.

4.4.1.1 Discretionary Payment of Income to Child. The Trustee shall pay to or apply for the benefit of a child as much of the net income of his or her Child's GST Exempt Trust as the Trustee, in the Trustee's discretion, deems necessary for such child's proper support, health, maintenance, and education. Any income not so distributed shall be accumulated and added to principal. In making discretionary distributions of income under the authority of the preceding sentence, said income shall be paid to or for the benefit of the child first from his or her Child's GST Non-Exempt Trust and only thereafter from his or her Child's GST Exempt Trust.

4.4.1.2 Discretionary Payment of Principal to Child. If the Trustee deems a child's income to be insufficient, the Trustee may also pay to or apply for the benefit of such child as much of the principal of his or her Child's GST Exempt Trust as the Trustee, in the Trustee's discretion, deems necessary for the child's proper support, health, maintenance, and education. In making discretionary distributions of principal under the authority of the preceding sentence, the Trustee shall take into consideration, to the extent the Trustee deems advisable, any income or other resources of the child outside the child's Child's

GST Exempt Trust, known to the Trustee and reasonably available for these purposes (such as the child's Child's GST Non-Exempt Trust from which discretionary principal payments shall be made first) and shall take into consideration generation-skipping transfer tax advantages and trust administration issues.

4.4.1.3 Death of Child; Limited Power of Appointment Over

Child's GST Exempt Trust. On the death of a child, the Trustee shall distribute the balance then remaining of his or her Child's GST Exempt Trust (including both principal and any accrued or undistributed income) to one or more of the child's issue then living as the child shall appoint by a signed, notarized instrument other than a Will or a Codicil thereto specifically referring to and exercising this limited power of appointment. If or to the extent that (i) a child shall have failed to exercise the power of appointment conferred upon him or her under this paragraph, (ii) an attempted exercise by a child of the power shall have been invalid or ineffective for any reason, or (iii) a child shall have released or renounced the power, the property subject to this power shall be retained for the benefit of or distributed to a child's then living issue as provided in Paragraph 4.5, below; or if none, to the Settlor's then living issue, outright and free of trust, by right of representation, subject to Paragraph 4.6 and Paragraph 4.7, below.

4.4.2 Child's GST Non-Exempt Trust.

4.4.2.1 Discretionary Payment of Income to Child. The Trustee shall pay to or apply for the benefit of a child as much of the net income of his or her Child's GST Non-Exempt Trust as the Trustee, in the Trustee's discretion, deems necessary for such child's proper support, health, maintenance, and education. Any income not so distributed shall be accumulated and added to principal. In making discretionary distributions of income under the authority of the preceding sentence, said income shall be paid to or for the benefit of a child first from his or her Child's GST Non-Exempt Trust and only thereafter from his or her Child's GST Exempt Trust.

4.4.2.2 Discretionary Payment of Principal to Child. If the Trustee deems a child's income to be insufficient, the Trustee also shall pay to or apply for the benefit of the child as much of the principal of his or her Child's GST Non-Exempt Trust as the Trustee, in the Trustee's discretion, deems necessary for the child's proper support, health,

maintenance, and education. In making discretionary distributions of principal under the authority of the preceding sentence, the Trustee shall take into consideration, to the extent the Trustee deems advisable, any income or other resources of the child outside the child's Child's GST Non-Exempt Trust, known to the Trustee and reasonably available for these purposes. In making discretionary distributions of principal, distributions shall be made first from a child's Child's GST Non-Exempt Trust and only then from his or her Child's GST Exempt Trust.

4.4.2.3 Child's Power to Withdraw Principal. Each child shall have the power to withdraw a portion of the principal of his or her GST Non-Exempt Child's Trust at such intervals as specified below. Any such withdrawal shall be by written instrument specifying the portion to be withdrawn, signed and delivered to the Trustee during the child's lifetime.

(a) Up to one-third (1/3) of the then balance of such Trust upon a child attaining age thirty-five (35).

(b) Up to one-half (1/2) of the then balance of such Trust upon a child attaining age forty-five (45).

(c) Up to the entire remaining balance, together with any undistributed income therefrom, of such Trust upon a child attaining age fifty-five (55), whereupon such Trust shall terminate.

The foregoing withdrawals shall be subject to Paragraph 4.5, below.

A child's power of withdrawal in accordance with the foregoing schedule shall be continuous and cumulative. If, upon the date of establishment of such Child's GST Non-Exempt Trust for a child or any addition to said trust for such child, he or she is entitled to withdraw all or any portion or portions of said trust in accordance with the foregoing plan, the Trustee shall make distribution of any authorized portion the child elects to withdraw upon receipt of a written instrument that specifies the portion withdrawn and is signed by the child. The right of withdrawal hereunder shall be personal to the child and may not be exercised by the child's agent or other legal representative. Any portion of a child's Child's GST Non-Exempt Trust not so withdrawn shall remain in trust to be administered as set forth in this Paragraph 4.4.2. Settlor

strongly encourages each child not to withdraw trust assets, in order to allow such trust assets to continue to be invested by the Trustee and to protect the separate property nature of trust assets in the event the child is married.

4.4.2.4 Death of Child; Contingent General Power of

Appointment Over Child's GST Non-Exempt Trust. If or to the extent that the death of a child for whom a Child's GST Non-Exempt Trust is still being held would cause a taxable termination of his or her Child's GST Non-Exempt Trust so that the assets in his or her Child's GST Non-Exempt Trust would be subject to the federal generation-skipping tax if no general power of appointment were given to such child at such child's death, then upon such child's death, the assets in his or her Child's GST Non-Exempt Trust shall be subject to a general power of appointment exercisable by the child in favor of such one or more persons and entities, including the child's estate, on the terms and conditions, either outright or in trust, as the child may appoint by a signed, notarized instrument other than a Will or a Codicil thereto, specifically referring to and exercising this general power of appointment. A child, however, shall have no general power of appointment over assets that would be subject to federal estate tax at a rate equal to or greater than the federal generation-skipping transfer tax rate, even if such assets were subject to a general power of appointment; rather, the child shall have a limited power of appointment over such assets as set forth in Paragraph 4.4.2.5, below.

4.4.2.5 Death of Child; Limited Power of Appointment Over

Child's GST Non-Exempt Trust. Upon the death of a child for whom a trust has been held under the provisions of this Paragraph 4.4.2 before being entitled to receive the whole of his or her trust, the Trustee shall distribute the balance then remaining of his or her Child's GST Non-Exempt Trust (including both principal and any accrued or undistributed income) to one or more of such child's issue then living as such child shall appoint by a signed, notarized instrument other than a Will or a Codicil thereto specifically referring to and exercising this limited power of appointment. If or to the extent that (i) the child shall have failed to exercise the powers of appointment conferred upon him or her under Paragraph 4.4.2.4, above, and this Paragraph 4.4.2.5, (ii) an attempted exercise by the child of these powers shall have been invalid or ineffective for any reason, or (iii) the child shall have released or renounced these powers, the property subject to them shall be retained for the benefit of or distributed to the child's then

living issue as provided in Paragraph 4.5, below; and if there are no such issue then living, said property shall be distributed to the Settlor's then living issue, outright and free of trust, by right of representation, subject to Paragraph 4.6 and Paragraph 4.7, below.

4.5 Shares for Issue of Deceased Child. The shares or trusts allocated to a group composed of the living issue of a deceased child of the Settlor shall be divided into as many equal subshares as there are children of the deceased child ("grandchildren" of the Settlor) then living and grandchildren then deceased leaving issue then living. The Trustee shall allocate one (1) such subshare to each living grandchild (who is the child of the deceased child) and one (1) such subshare to each group composed of the living issue of such deceased grandchild.

4.5.1 Share(s) Allocated to Issue of Deceased Grandchild. Each share allocated to a group composed of the living issue of a deceased grandchild shall be distributed to such issue, by right of representation, subject to Paragraph 4.6 and Paragraph 4.7, below.

4.5.2 Share(s) Allocated to a Grandchild — Creation of Separate Trusts. Each share allocated to a living grandchild shall be held, administered and distributed as a separate "Grandchild's Trust" for the benefit of the grandchild as follows:

4.5.3 Discretionary Payments of Income and Principal. The Trustee shall pay to or apply for the benefit of a grandchild as much of the net income and principal of his or her Grandchild's Trust as the Trustee, in the Trustee's discretion, deems necessary for the grandchild's proper health, maintenance, support and education. Any undistributed income shall be accumulated and added to principal. In making discretionary distributions of income and principal pursuant to this subparagraph 4.5.3, the Trustee shall take into consideration, to the extent the Trustee deems advisable, any income or other resources of the grandchild outside this trust, known to the Trustee and reasonably available for these purposes.

4.5.4 Grandchild's Power to Withdraw Principal. Each grandchild shall have the power to withdraw a portion of the principal of his or her Grandchild's Trust at such intervals as specified below. Any such withdrawal shall be by written instrument specifying the portion to be withdrawn, signed and delivered to the Trustee during the grandchild's lifetime.

(a) Up to one-third (1/3) of the then balance of such Trust upon a grandchild attaining age thirty-five (35).

(b) Up to one-half (1/2) of the then balance of such Trust upon a grandchild attaining age forty-five (45).

(c) Up to the entire remaining balance, together with any undistributed income therefrom, of such Trust upon a grandchild attaining age fifty-five (55), whereupon such Trust shall terminate.

The foregoing withdrawals shall be subject to Paragraph 4.6, below.

A grandchild's power of withdrawal in accordance with the foregoing schedule shall be continuous and cumulative. If, upon the date of establishment of a trust for a grandchild or any addition to said trust for such grandchild, he or she is entitled to withdraw all or any portion or portions of said trust in accordance with the foregoing plan, the Trustee shall make distribution of any authorized portion the grandchild elects to withdraw upon receipt of a written instrument that specifies the portion withdrawn and is signed by the grandchild. The right of withdrawal hereunder shall be personal to the grandchild and may not be exercised by the grandchild's agent or other legal representative. Any portion of a grandchild's Grandchild's Trust not so withdrawn shall remain in trust to be administered as set forth in this Paragraph 4.5. Settlor strongly encourages each grandchild not to withdraw trust assets, in order to allow such trust assets to continue to be invested by the Trustee and to protect the separate property nature of trust assets in the event the grandchild is married.

4.5.5 Death of Grandchild; Power of Appointment. If a grandchild dies before becoming entitled to receive full distribution of his or her Grandchild's Trust, the Trustee shall distribute the balance of such Grandchild's Trust to or for the benefit of such one or more persons and entities, including the grandchild's own estate, on such terms and conditions, either outright or in trust, as the grandchild may appoint by a signed, notarized instrument other than a Will or Codicil thereto specifically referring to and exercising this general power of appointment. If or to the extent that (i) a grandchild shall have failed to exercise the power of appointment conferred upon him or her under this paragraph, (ii) an attempted exercise by a grandchild of the

power shall have been invalid or ineffective for any reason, or (iii) a grandchild shall have released or renounced the power, the property subject to such power shall be retained for the benefit of or distributed to such grandchild's then living issue as follows:

(a) If the grandchild leaves issue who are then living, such property shall be distributed to the grandchild's then living issue, by right of representation, subject to Paragraph 4.6 and Paragraph 4.7, below; or

(b) If the grandchild leaves no issue who are then living, such property shall be distributed to the then living issue of the deceased grandchild's parent who is the Settlor's issue, by right of representation; and if there are no such issue, such property shall be distributed to the Settlor's then living issue, by right of representation, subject to Paragraph 4.6 and Paragraph 4.7, below.

4.6 Postponement of Distribution. Notwithstanding anything to the contrary contained herein except Paragraph 4.2, Paragraph 4.4.1.3, Paragraph 4.4.2.4, Paragraph 4.4.2.5 and Paragraph 4.5.5 (regarding powers of appointment), Paragraph 7.26 (regarding the power to make gifts), and Paragraph 8.9 (regarding the Rule Against Perpetuities), the Trustee may postpone the distribution of income and principal of any trust or the partial or complete termination of a trust otherwise directed hereunder, if the Trustee determines, in the Trustee's sole and absolute discretion, that any one (1) or more of the following conditions exists:

(a) The beneficiary is less than age thirty-five (35);

(b) The beneficiary lacks legal capacity;

(c) There is a compelling reason to postpone the distribution, such as a serious physical or mental disability, a propensity toward substance or alcohol abuse, a pending divorce, a potential financial difficulty, or a serious tax disadvantage in making the distribution;

(d) The beneficiary has clearly manifested an inability to manage financial affairs; or

(e) The property to be distributed is subject to conflicting claims, to tax deficiencies or to liabilities contingent or otherwise.

The good faith determination of the Trustee under subparagraphs (c), (d), and (e) of this Paragraph 4.6 shall be binding on all beneficiaries of this trust and shall not be open to question.

For so long as the conditions giving rise to the postponement continue to exist, the Trustee shall hold, administer and distribute such beneficiary's share of the trust estate as a separate trust as follows: the Trustee may pay to or apply for such beneficiary's benefit as much of the net income and principal of his or her trust as the Trustee, in the Trustee's discretion, deems necessary for the beneficiary's proper support, health, maintenance, and education. Any undistributed income shall be added to principal.

When the conditions giving rise to the postponement cease to exist, the Trustee shall distribute to the beneficiary the portion of his or her trust to which he or she was otherwise entitled and shall resume making distributions of income and principal to such beneficiary, if applicable. However, if such beneficiary dies before becoming entitled to distribution, the Trustee shall distribute the remaining principal, together with any undistributed or accrued income, of such beneficiary's trust to such beneficiary's estate.

4.7 Addition to Trust; No Addition to Trusts if Addition Would Alter Inclusion Ratio. If a part of the balance of any trust under this instrument would otherwise be distributed to a person for whose primary benefit a trust is being administered under this instrument, that part shall be added to such trust and thereafter administered according to its terms. If, under the terms of any trust administered under this instrument, the balance then remaining in such trust is to be added to another trust administered hereunder, said addition shall be made only to a trust with the identical inclusion ratio as defined in Internal Revenue Code Section 2642. If such addition cannot be made to a trust with an identical inclusion ratio then there shall be no such addition, but such balance shall be retained in a separate trust on all the same terms and conditions as such other trust.

4.8 Disposition if No Named Beneficiaries. If at the time of the death of the Settlor or at any later time before full distribution of the trust estate all of the Settlor's issue are

deceased and no other disposition of the property is directed by this instrument, the trust estate then remaining shall be distributed to THE WINDFALL FOUNDATION. If THE WINDFALL FOUNDATION shall not then exist or if contributions to it shall not then qualify for the charitable deduction pursuant to Section 170(c) and 2055(a) of the Code, the Trustee shall distribute the remaining trust estate to such one or more charitable organizations with a similar purpose to that of THE WINDFALL FOUNDATION as the Trustee shall select, contributions to which qualify for the charitable deduction pursuant to Sections 170(c) and 2055(a) of the Code.

ARTICLE 5

REVOCATION AND AMENDMENT

5.1 Revocation During Lifetime. During the lifetime of the Settlor, this trust may be revoked in whole or in part by an instrument in writing signed by the Settlor and delivered to the Trustee. 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 lawfully incurred by the Trustee in the administration of this trust, including Trustee's fees that have been earned, unless the Settlor shall indemnify the Trustee against loss or expense.

5.2 Amendment During Lifetime. The Settlor may at any time during his lifetime amend any of the terms of this instrument by an instrument in writing signed by the Settlor and delivered to the Trustee. No amendment shall substantially increase the duties or liabilities of the Trustee or change the Trustee's compensation without the Trustee's written consent, nor shall the Trustee be obligated to act under any such amendment unless the Trustee accepts it in writing. If a Trustee is removed, the Settlor shall pay to said Trustee any sums due and shall indemnify the Trustee against any liability lawfully incurred by the Trustee in the administration of the trust.

5.3 Powers to Revoke and Amend Are Personal. The powers and right of the Settlor to revoke or amend this trust are personal to him and shall not be exercisable on his behalf by any guardian, conservator or other person, except that revocation or amendment may be authorized after notice to the Trustee by the Court that appointed the guardian or conservator.

ARTICLE 6
COURT JURISDICTION

Except as otherwise provided herein, the appropriate Superior Court of the State of California shall have jurisdiction for all the purposes set forth in Section 17200 of the California Probate Code.

ARTICLE 7
POWERS OF TRUSTEE

In order to carry out the provisions of the trust created by this instrument, and subject to any limitations stated elsewhere herein, the Trustee shall have the following powers in addition to those now or hereafter conferred by law:

7.1 Power to Invest and Reinvest. To invest and reinvest all or any part of the trust estate in every kind of property, real, personal or mixed, and every kind of investment, including but not limited to, common or preferred stocks, "puts," "calls," options, shares of investment trusts and investment companies, bonds, debentures, mortgages, deeds of trust (including both first deeds of trust and junior encumbrances), mortgage participations, notes, real estate, mutual funds, index funds, and common trust funds (including funds administered by any corporate Trustee acting hereunder), commodities (including precious stones and precious metals), commodities futures contracts, partnership interests (limited and general), limited liability companies, joint ventures, entities based in the United States or outside the United States, art or art works, or other property as the Trustee, in the Trustee's discretion, may select; and the Trustee may continue to hold in the form in which received (or the form to which changed by reorganization, split-up, stock dividend, or other like occurrence) any securities or other property the Trustee may at any time acquire under this trust, it being the Settlor's express desire and intention that the Trustee shall have the full power to invest and reinvest the trust funds without being restricted to forms of investment that the Trustee otherwise may be permitted to make by law; and the investments need not be diversified.

7.2 Power to Hold Property and to Operate a Business. 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 as long as the Trustee deems advisable.

7.3 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 interests of the trust and its beneficiaries.

7.4 Power to Manage Securities. To have all the rights, powers and privileges of an owner with respect to the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; and to pledge securities or other assets held in trust in connection with the securing of any loan or guarantee hereunder.

7.5 Power to Hold Securities In Name of Nominee. To hold securities or other property in the Trustee's name as Trustee 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, and to trade securities on margin.

7.6 Power to Manage, Control, Grant Options, Sell. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property; and except as otherwise provided herein, to retain, purchase, or otherwise acquire unproductive or underproductive property.

7.7 Power to Lease. To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.

7.8 Power to Lend to Beneficiary. To lend the principal of the trust to a beneficiary (whether current income beneficiary or remainderman) or to any entity in which a beneficiary of this trust has a substantial direct or indirect interest (including the Settlor's estate

after the Settlor's death) on such terms and at such rates of interest as the Trustee shall determine; and to guarantee any loan to a beneficiary hereunder (whether current income beneficiary or remainderman) as the Trustee may deem advisable.

7.9 Power to Employ Agents and Advisors. To employ any custodian, attorney, accountant, corporate fiduciary or other agent or agents to assist the Trustee in the administration of this trust. Reasonable compensation for all services performed by these agents shall be paid from the trust estate out of either income or principal as the Trustee, in the Trustee's discretion, shall determine, and shall not decrease the compensation to which the Trustee is entitled.

7.10 Power to Purchase. 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.

7.11 Corporate Trustee's Power to Loan or Advance. To loan or advance a corporate Trustee's funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust or other encumbrance of any assets of the trust; to purchase assets of the trust at their fair market values determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal.

7.12 Power to Disclaim, Release or Restrict Powers. To disclaim, release or to restrict, permanently or for any period of time, the scope of any power that the Trustee may hold in connection with the trust(s) created under this instrument, whether such power is expressly granted in this instrument or is implied by law. The Trustee shall exercise this power in a written instrument specifying the powers to be disclaimed, released, or restricted and the nature of such restriction, said written instrument to be delivered to the then current-income beneficiaries of the trust in question (or to the parent, guardian or conservator of a beneficiary who is under legal disability, as the case may be). Any power disclaimed, released, or restricted by the Trustee shall be extinguished except to the extent that the trust expressly provides that such power shall pass to another, or except to the extent that the written instrument with which the Trustee disclaims, releases, or restricts such power states otherwise.

7.13 Power to Minimize Tax Liabilities. 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, and to have the power to allocate the benefits among the various beneficiaries, and the Trustee shall have the power to make adjustments in the rights of any beneficiaries, or 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 (1) beneficiary or group of beneficiaries over others.

No beneficiary, including any income beneficiary or the remaindermen of any trust, shall have any right to recoupment or restoration of any loss the beneficiary may suffer as a result of any tax election made by the Trustee hereunder or by the personal representative of the estate of the Settlor with respect to the qualification of any marital trust for the marital deduction under Section 2056(b)(7) or 2056A of the Internal Revenue Code, as may be amended from time to time, or the special election under Section 2652(a)(3) of said Code, as may be amended from time to time.

7.14 Power to Borrow. To borrow money, guarantee loans, and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise, whether such property is owned wholly by the trust or with a co-owner.

7.15 Power to Commence or Defend Litigation. 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.

7.16 Power to Carry Insurance. To carry insurance of such kinds and in such amounts as the Trustee deems advisable, at the expense of the trust, to protect the trust estate and the Trustee personally against any hazard.

7.17 Power to Distribute in Non-Pro Rata Shares. 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 may deem 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 pro rata division, or to distribute the same assets to beneficiaries similarly situated; but rather, the Trustee may, in the Trustee's discretion, make a non-pro rata division between trusts or shares and non-pro rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market values. In selecting assets to be distributed in kind or assets to be sold to facilitate such division or distribution, the Trustee shall have absolute discretion as to the consideration to be given to the income tax basis of each asset involved in the selection, and also shall have absolute discretion, but shall not be required, to make adjustments in the rights of any beneficiaries to compensate for the comparative income tax bases of the assets distributed.

7.18 Power to Allocate Generation-Skipping Transfer Tax Exemption. To allocate all or any portion of the Settlor's generation-skipping transfer tax exemption to any gift or any trust administered under this instrument.

7.19 Power to Divide For Generation-Skipping Transfer Tax Purposes. Upon the allocation of some or all of the Settlor's generation-skipping transfer tax exemption under Internal Revenue Code Section 2631, the Trustee may, if appropriate, divide any trust hereunder into two (2) separate trusts administered under the same terms and conditions in order that the generation-skipping transfer tax inclusion ratio for one (1) such trust shall be "zero" and the inclusion ratio for the other shall be "one."

7.20 Provisions Regarding Division and Funding of Subtrusts for Generation-Skipping Transfer Tax Purposes. Notwithstanding any other provision hereof, if the Trustee is called upon to divide one (1) trust hereunder into two (2) trusts, one (1) which has an inclusion ratio of "one" and the other which has an inclusion ratio of "zero," the Settlor directs the Trustee to make such division in a manner that permits such trusts to be treated as separate trusts in accordance with Treasury Regulations Section 26.2654-1 and any successor thereto, and to fund the trust with an inclusion ratio of "zero" with a pecuniary amount.

7.21 Power to Purchase Life Insurance. To have the power to purchase life insurance policies on the life of any person and to exercise all rights of ownership and control contained in the policies.

7.22 Power to Pay Storage, Packing, Shipping. Upon the death of the Settlor, to pay from the trust estate of any trust all storage, packing, shipping, delivery, insurance and other charges relating to the distribution of property from the trust estate, said payments to be treated as an expense of the trust in question.

7.23 Powers With Respect to S Corporation Stock. The Trustee shall have the following powers with respect to S corporation stock held hereunder:

7.23.1 Power to Divide. If S corporation stock is an asset of, or is transferred to, any trust created hereunder, and such trust does not qualify as a “qualified subchapter S trust” as defined in Internal Revenue Code Section 1361(d)(3), as may be amended from time to time, because of the terms of such trust, the Trustee shall have the power to segregate and retain such S corporation shares in a separate trust for the same beneficiary provided all income of such trust shall be distributed currently to the beneficiary of such trust, as required by Internal Revenue Code Section 1361(d)(3)(B), as may be amended from time to time. Alternatively, the Trustee, in the Trustee’s sole discretion, may forgo the creation of a “qualified subchapter S trust” and, instead, make the election to treat the trust holding the S corporation stock as an “electing small business trust” as defined in Internal Revenue Code Section 1361(e)(1), as may be amended from time to time.

7.23.2 Other Powers. If there is any S corporation stock as an asset of this trust, the Trustee is authorized to do any or all of the following:

- (a) Consent to a subchapter S election, including consent for the portion of the tax year prior to the date of the Settlor’s death;
- (b) Terminate the subchapter S election, including, the power to revoke or join in a revocation;

- (c) Enter into agreements covering short period allocations;
- (d) Enter into agreements for distributions of income, including distributions of subchapter C earnings and profits;
- (e) Elect installment payment of federal estate taxes and retain S corporation stock during the payment period;
- (f) Sell S corporation stock, including sales which qualify under Internal Revenue Code Section 303, as may be amended from time to time; and
- (g) Distribute S corporation stock to beneficiaries, unequally if necessary, in a manner to preserve the election, including the power to qualify a trust as a qualified subchapter S trust or as an electing small business trust.

7.24 Environmental Considerations. In taking into consideration any environmental concerns that may be relevant to property owned by any trust created hereunder:

7.24.1 Power to Inspect. The Trustee, in the Trustee's discretion, may periodically inspect, review and monitor any and all property held in any trust created hereunder for the purpose of determining compliance with any law, rule or regulation affecting such property, with all expenses of such inspection, review and monitoring to be paid from the trust estate.

7.24.2 Power to Take Action or Abate. The Trustee shall have the power to take any and all action the Trustee, in the Trustee's discretion, deems necessary to prevent, abate, "clean up," or otherwise respond to any actual or threatened violation of any law affecting any property held in any trust created hereunder related to the generation, use, treatment, storage, disposal, release, discharge, or contamination by any materials or substances that are prohibited or regulated by law or that are known to pose a hazard to the environment or human health. Such actions may be taken prior to the initiation of enforcement action by any government agency. The Trustee shall notify the trust beneficiaries as to the estimated costs of such response, and such beneficiaries shall have the right to pay for such response costs or authorize

payment of such costs by the Trustee from the trust estate. Notwithstanding the preceding sentence, the Trustee shall nonetheless be entitled to use trust assets to pay such costs or, in the Trustee's discretion, to resign. The Trustee shall have no personal liability to any beneficiary for the costs incurred pursuant to this Paragraph 7.24.2.

7.24.3 Trustee Not Personally Liable. To the extent permitted by law, the Trustee shall be relieved from all personal liability (including fines, penalties and the cost of any litigation or administrative proceeding) pertaining to any actual or threatened violation of any federal, state or local law, rule or ordinance affecting any property held in any trust related to the generation, use, treatment, storage, disposal, release, discharge or contamination by any materials or substances that are prohibited or regulated by federal, state or local law or that are known to pose a hazard to the environment or human health; provided, however, that the Trustee shall not be relieved from such personal liability resulting from their own gross negligence or willful misconduct. The Trustee shall be indemnified from the assets of the trusts to which such liability relates (to the entire extent thereof) for any such personal liability from which the Trustee has hereby been relieved.

7.25 Power to Create a Special Needs Trust. Notwithstanding any other provision of this trust, no discretionary payments of income or principal shall be used to pay, defray or reimburse any expense paid or payable by any governmental agency or charitable institution for the support of any beneficiary, and the Trustee shall not be compelled to pay, defray or reimburse any such expense. If, during the term of the trust, the beneficiary is institutionalized in a facility operated by or with or reimbursed by or with the funds of any governmental agency, or if public funds are available for the care of or for payments and services to the beneficiary, then (i) no discretionary payments of income or principal shall be paid to or applied for the benefit of the beneficiary, except for those comforts and luxuries not otherwise provided by any publicly funded program or from any other source, public or private, and (ii) no court shall have the authority to direct payments of income or principal to or for the benefit of the beneficiary by reason of any provision of California Trust Law or the common law of California or the laws of any other state, and the Trustee shall have the authority to defend and/or enforce this provision at the expense of the trust estate.

7.26 Power to Make Gifts. During the lifetime of the Settlor, the Trustee, in the Trustee's discretion, shall have the power to make gifts in any one (1) or more of the following circumstances:

7.26.1 As Directed by the Settlor. The Trustee shall make gifts of cash or other property from the trust estate, to such one (1) or more persons and entities on such terms and conditions, either outright or in trust, and in such proportions as the Settlor shall direct in a signed writing delivered to the Trustee.

7.26.2 Continue Gifting Program Established by the Settlor. Subject to the limitations set forth in Paragraph 7.26.4, below, if the Settlor becomes incapacitated (as determined pursuant to Paragraph 3.5, above), then during the lifetime of the Settlor, the Trustee, in the Trustee's discretion, may continue any gifting program established by the Settlor by making gifts from the trust estate unless the Settlor discontinued or intended to discontinue such gifting program prior to becoming incapacitated. The Trustee's decisions as to what constitutes a gifting program and whether the Settlor discontinued or intended to discontinue a gifting program prior to becoming incapacitated shall be binding on all beneficiaries of this trust and shall not be open to question, and the Trustee may rely on any evidence available to him or her in determining whether the Settlor intended to discontinue a gifting program (e.g., oral declarations to the Trustee prior to the incapacitated Settlor's incapacity).

7.26.3 Gifts For Other Purposes. Subject to the limitations set forth in Paragraph 7.26.4, below, if the Settlor becomes incapacitated (as determined pursuant to Paragraph 3.5, above), then during the lifetime of the Settlor, the Trustee shall have the power to make gifts from the Settlor's portion of the trust estate for any purpose, including minimizing current or prospective taxes of the Settlor or the trust estate, as the Trustee, in the Trustee's discretion, shall deem appropriate. The Trustee shall only have the power to make gifts under the provisions of this Paragraph 7.26.3 to the named beneficiaries in this trust who are to receive a specific gift or portion of the trust estate upon the Settlor's death ("permissible donee"), or to any trust established for the benefit of a permissible donee.

7.26.4 Specific Limitation of Power to Make Gifts Pursuant to Paragraph 7.26.2 and Paragraph 7.26.3. In determining whether to exercise the Trustee's power to make

gifts under Paragraph 7.26.2 or 7.26.3, above, the Trustee shall take into consideration all relevant circumstances, including but not limited to, the wishes of the Settlor, known or reasonably known to the Trustee, the Settlor's estate plan, and the value, liquidity and productiveness of the trust estate. In no event shall the Trustee have the power to make gifts if the Trustee, in the Trustee's discretion, determines that the trust estate is not more than adequate to provide for the current and foreseeable future needs of the Settlor, given the Settlor's age and physical condition, standard of living and other relevant circumstances, including whether anyone is legally entitled to support from the Settlor, and all other resources of the Settlor known to the Trustee to be reasonably available for such purposes. In the event the Settlor regains her capacity (as determined pursuant to Paragraph 3.5, above), the Trustee's power to make gifts pursuant to either Paragraph 7.26.2 or Paragraph 7.26.3, above, shall cease until such time or time(s), if any, the Settlor may again become incapacitated (as determined pursuant to Paragraph 3.5, above).

7.26.5 Trustee Not Personally Liable. Except in the event of the Trustee's own bad faith or gross negligence, the Trustee shall not be liable for either exercising or failing to exercise the power to make gifts as set forth in this Paragraph 7.26.

7.27 Power to Use Nominee. Any trust assets may be acquired, registered or held in the name of the Trustee, or a nominee of the Trustee, with or without disclosure of fiduciary relationship, in order more readily to facilitate the administration of this trust. However, the Trustee shall be liable for any loss occasioned by the act or omission of the nominee or nominees to the same extent as if the Trustee had so acted or omitted to act. No person dealing with the Trustee's nominee shall have any liability to the Trustee or any other person except as he or she may otherwise agree nor shall he or she be required to take notice of this trust. Any nominee shall be nominated or removed by written instrument, signed and acknowledged by the Trustee and delivered to the nominee so nominated or removed.

7.28 Power to Name Attorney-in-Fact. The Trustee may designate an Attorney-in-Fact to act on the Trustee's behalf by a written instrument, signed and acknowledged by the Trustee and delivered to the Attorney-in-Fact, but the powers of the Attorney-in-Fact shall not exceed the powers the Trustee is legally authorized to delegate.

7.29 Consolidation of Trusts. The Trustee may consolidate any trust with any other trust having substantially identical terms (whether or not under this Trust Agreement), and administer the two as one trust, provided that each portion of the consolidated trust shall terminate and vest in possession no later than the date required for the separate trust from which it came.

ARTICLE 8

GENERAL PROVISIONS

The following general provisions shall apply to each trust created under this instrument:

8.1 Determination of Income and Principal. Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this instrument or in the California Uniform Principal and Income Act shall be determined by the Trustee in the Trustee's discretion.

8.2 Treatment of Accrued Income. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Except as expressly provided herein, income accrued or held undistributed by the Trustee at the termination of any trust created hereunder shall be distributed to the next beneficiaries of the trust in proportion to their interest in it.

8.3 Proration of Taxes and Expenses. Among successive beneficiaries of this trust, all taxes and current expenses shall be prorated over the period to which they relate on a daily basis.

8.4 No Physical Segregation of Trusts Necessary. 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.

8.5 Addition of Property. Other property acceptable to the Trustee may be added to these trusts by any person, by the Will or codicil of the Settlor, by the proceeds of any life insurance, or otherwise.

8.6 Trustee Not Liable for Distribution Made Without Notice of Event Affecting Beneficial Interest. Unless the Trustee shall have received actual written notice of the occurrence of an 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 has not occurred; provided, however, that this clause shall not exculpate the Trustee from liability arising from nonpayment of death or generation-skipping taxes that may be payable by the trust on the occurrence of an event affecting the beneficial interests in the trust.

8.7 No Anticipation of Interest. No interest in the principal or income of any trust administered under this instrument shall be anticipated, assigned, encumbered or subject to any creditor's claim or to legal process before its actual receipt by the beneficiary. If the creditor of any beneficiary, other than the Settlor, who is entitled to distributions from a trust established under this instrument shall attempt by any means to subject to the satisfaction of his or her claim such beneficiary's interest in any distribution, then, notwithstanding any other provision herein, until the release of the writ of attachment or garnishment or other process, the distribution set aside for such beneficiary shall be disposed of as follows:

8.7.1 Limited Distribution. The Trustee shall pay to or apply for the benefit of such beneficiary such sums as the Trustee shall determine to be necessary for the reasonable support and education (including study at an institution for higher learning) of the beneficiary according to his or her accustomed manner of living.

8.7.2 Excess Distribution. The portion of the distribution that the Trustee shall determine to be in excess of the amount necessary for such education (including study at an institution of higher learning) and support shall, in the Trustee's discretion, either be added to and become principal in whole or in part or be paid to or applied for the benefit of other beneficiaries then entitled to receive payments from any trust established under this instrument, in proportion to their respective interests in the trust estate; or if there are no other beneficiaries, the excess income may be paid to or applied for the benefit of the person or persons

presumptively entitled to the next eventual interest, in proportion to their respective interest therein.

8.8 California Law to Govern. 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 Paragraph 8.8 shall apply regardless of any change of residence of a Trustee or any beneficiary, or the appointment or substitution of a Trustee residing or doing business in another state.

8.9 Rule Against Perpetuities. Unless sooner terminated in accordance with other provisions of this instrument, each trust created under this instrument shall terminate twenty-one (21) years after the death of the last survivor of SUSAN, the Settlor's children and their issue who are living at the time of the death of the Settlor. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the same proportion that they are entitled to receive income of the trust estate immediately before termination; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this Paragraph 8.9 shall be made, by right of representation, to such issue of the Settlor as are then entitled or authorized, in the Trustee's discretion, to receive income payments, or if there are no such issue, in equal shares to the beneficiaries who are then entitled or authorized to receive income payments.

8.10 Family Relationship. Any family relationship under this instrument shall be determined as follows:

8.10.1 Issue. The terms "issue" and "issue of the Settlor" shall mean lineal descendants of all degrees, subject to the following limitations:

(a) These terms shall not include adopted persons unless adopted prior to the age of twelve (12);

(b) These terms shall not include persons born out of wedlock unless a "parent-child relationship," as defined under the California Uniform Parentage Act, exists between such person and the one (1) through whom he or she claims benefits under this trust; and

(c) These terms shall include a person born as a result of artificial insemination, in vitro fertilization or other medical intervention, which person shall be deemed to be a genetic descendent of (i) the woman (other than a woman who was contractually serving as a surrogate mother) who gave birth to such person (the “birth mother”) and (ii) the birth mother’s domestic partner at the time such person was conceived or implanted, unless there is clear and convincing evidence that the birth mother’s domestic partner withheld consent to the medical intervention and did not subsequently voluntarily acknowledge parentage. In the event of any question whether (i) a birth mother’s domestic partner withheld consent to a medical intervention for purposes of this subparagraph (c), or (ii) parentage has been voluntarily acknowledged for purposes of this subparagraph (c), then the determination of the Trustee (other than the birth mother or the putative parent) shall be binding on all persons interested in the trusts hereunder and on all persons claiming to be so interested.

8.10.2 Child of Settlor. The terms “child of the Settlor,” “children of the Settlor” and similar terms, as used herein, shall mean ZACHARY P. WILLIAMS (born April 11, 1983), ZELDA RAE WILLIAMS (born July 31, 1989), and CODY ALAN WILLIAMS (born November 25, 1991).

8.11 Masculine, Feminine and Neuter. As used in this instrument, the masculine, feminine, or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates.

8.12 Omitted Heirs. Except as otherwise provided in this Agreement, Settlor has intentionally and with full knowledge omitted to provide for any of his heirs who may be living at the date of his death.

8.13 No Contest. If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly does any of the acts set forth in Paragraphs 8.13.1, 8.13.2 and 8.13.3, then the right of that person to take any interest given to him or her by this instrument shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the Settlor without issue.

8.13.1 Without probable cause, challenges the validity of this instrument, or the validity of any contract, agreement (including any trust agreement), declaration of trust, trust agreement, beneficiary designation, or other document executed by the Settlor or executed by another for the benefit of the Settlor that is in existence on the date that this instrument is executed on any of the following grounds:

- (a) Forgery;
- (b) Lack of due execution;
- (c) Lack of capacity;
- (d) Menace, duress, fraud, or undue influence;
- (e) Revocation pursuant to the terms of this instrument or other applicable instrument, document, or contract or applicable law;
- (f) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code Section 21350 or applicable successor statute.

8.13.2 Files a pleading to challenge the transfer of property under this trust, the Settlor's will, or any contract, agreement, declaration of trust, trust agreement, beneficiary designation or other document executed by Settlor or by another for the benefit of the Settlor, on the grounds that it was not the transferor's property at the time of the transfer;

8.13.3 Files a creditor's claim or prosecutes any action against the trust for any debt alleged to be owed by the Settlor or from this trust to the beneficiary-claimant.

8.14 Expenses of Contest. All costs and expenses incurred in defending any such court action or other legal proceeding and the amount awarded against the Trustee shall be a charge against the trust estate.

8.15 Manner of Making Payments to Minors or Conservatees. The Trustee, in the Trustee's discretion, may make payments to a minor or other beneficiary under disability by making payments to the guardian or conservator of his or her person, to any suitable person with

whom he or she resides, to a Uniform Transfers to Minors Act Account or other similar custodial account established for the beneficiary's benefit (including any such account established by the Trustee for this purpose), or the Trustee may apply payments directly for the beneficiary's benefit. The Trustee, in the Trustee's discretion, may make payments directly to a minor or conservatee if, in the Trustee's judgment, he or she is able to manage his or her financial affairs properly.

8.16 Education of a Beneficiary. Whenever provision is made in this instrument for payment for the "education" of a beneficiary, the term "education" shall be construed to include primary and secondary education, vocational training, college, and post-graduate study, including lessons in non-academic subjects, so long as pursued to advantage by the beneficiary at an institution, public or private, of the beneficiary's choice if the beneficiary has attained age eighteen (18), or at an institution chosen by the parent or guardian of the beneficiary if the beneficiary has not yet attained age eighteen (18). In determining payments to be made for such education, the Trustee shall take into consideration the beneficiary's related travel and living expenses to the extent they are reasonable.

8.17 Internal Revenue Code. Any reference herein to the "Internal Revenue Code" shall refer to the Internal Revenue Code of 1986, as amended, or any corresponding, successor, or substitute provision thereof, including the regulations promulgated with respect thereto.

ARTICLE 9

DEATH TAXES

9.1 Payment of Death Taxes. Except as otherwise specifically provided in this instrument, or in the Will of the Settlor, all federal estate taxes and state estate, death or succession taxes imposed on the estate of the Settlor by reason of the inclusion of any portion of the trust estate in the gross taxable estate of the Settlor under the provisions of any state or federal tax law, shall be paid by the Trustee from the residue of the trust estate and shall not be charged to, prorated among, or recovered from the persons entitled to the benefits under this trust or any persons receiving assets outside this trust.

All generation-skipping transfer taxes attributable to a direct skip occasioned by the Settlor's death and with respect to which the Settlor is the transferor shall be paid by the Trustee out of and charged against the property constituting the transfer as provided in Internal Revenue Code Sections 2603(a)(3) and 2603(b).

All generation-skipping transfer taxes attributable to a taxable distribution occurring with respect to any trust established hereunder shall be paid by the transferee thereof as provided in Internal Revenue Code Sections 2603(a)(1) and 2603(b), and all generation-skipping transfer taxes attributable to a taxable termination occurring with respect to any trust established hereunder shall be paid by the Trustee and charged against the property constituting the transfer as provided in Internal Revenue Code Sections 2603(a)(2) and 2603(b).

9.2 Trustee to be Deemed Executor for Purposes of Section 2203. If no Executor (or other personal representative) is appointed for the estate of the Settlor, the Trustee shall be deemed to be the "executor" as defined in Section 2203 of the Internal Revenue Code and shall have the authority to exercise all tax and other elections, including, but not limited to, elections pertaining to the generation-skipping tax exemption and the family-owned business deduction under Sections 2652(a) and 2057 of the Internal Revenue Code, as may be amended from time to time. Such authority shall be exercised by the Trustee in such manner as the Trustee, in the Trustee's absolute discretion, shall determine to be in the best interests of the deceased Settlor's estate, these trusts, and the beneficiaries hereof.

9.3 Basis Adjustment. If, at the time of Settlor's death, the tax laws provide for a basis adjustment similar to that provided under IRC Section 1022, and if no Executor has been appointed, or if the law permits the Trustee to so act, or if the nominated Executor allocates such responsibility to the Trustee, then the Trustee shall have the authority to allocate such basis adjustment to assets over which the Trustee has authority under applicable tax laws to make such allocation, wherever such property is located, to and among such assets as the Trustee may direct and appoint by a written instrument delivered to each beneficiary or heir with respect to the specific article or articles to which an allocation is or is not made. The provision of such a written instrument to any beneficiary, heir or other appointee if adult, or if a minor of his or her parent or the person with whom he or she resides, shall be a full and sufficient discharge to the

Trustee from all liabilities with respect to the allocations so made. The Settlor requests, but does not direct, that the Trustee consider the following factors in making such an allocation: (i) possible future income tax rates, (ii) anticipated holding periods for assets, (iii) tax incentives that could minimize or defer the income tax consequences on selling assets, (iv) any wishes expressed to the Trustee by Settlor. These powers shall be exercisable by the Trustee in a fiduciary capacity and the Trustee shall not be liable for any action taken in good faith in the absence of bad faith, intentional misconduct or gross negligence.

9.4 If No Federal Estate Tax or Generation Skipping Transfer Tax.

(a) In the event there is no federal estate tax or generation skipping transfer tax in effect at the death of Settlor, then notwithstanding anything in the Trust Agreement as restated to the contrary, no assets shall be allocated to a GST Exempt (or GST Tax-Exempt) share or Trust, provided, however, that said direction shall be modified as provided in subparagraph (i) below:

i. Amendment of Trust to Reflect Changes in Tax Law; Retroactive Application of Exemption. If, in the judgment of the Executor or the Trustee, at any time after the execution hereof, any statute, regulation, court decision, or administrative ruling imposes different or additional requirements on the trust in connection with the generation-skipping transfer tax, the Executor or the Trustee may petition the court to amend the terms of the trust to meet those requirements and achieve the purpose of this article. In addition, if, at the time of Settlor's death, there is no generation-skipping transfer tax in effect, but such tax is later reinstated and/or applied retroactively, then it is the Settlor's intent that the Executor or the Trustee have the power to allocate so much of a deceased Settlor's generation-skipping transfer tax exemption available to Settlor under Internal Revenue Code Section 2631(a) (or any equivalent successor section), as is necessary to create the lowest possible inclusion ratio under Internal Revenue Code Section 2642(a)(1) with respect to such transfer or such trust, and that such allocation may occur on a retroactive basis, if necessary.

(b) In the further event there is no federal estate tax in effect at the death of Settlor and there is a provision in the Trust Agreement as restated directing that a gift be made to a charitable organization that qualifies for a charitable deduction for federal estate,

income and gift tax purposes, it shall be deemed sufficient if such gift would then qualify for a charitable deduction for federal income tax purposes.

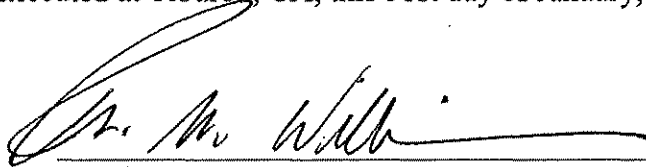
ARTICLE 10
ACCOUNTING

Except as specifically provided herein, the Trustee is not required to render the accounting specified in California Probate Code Section 16062. However, unless the primary beneficiary of a trust being administered hereunder is also acting as Co-Trustee or sole Trustee thereof, upon the death of the Settlor, the Trustee shall render an accounting from time to time regarding the transactions of the trusts created by this instrument by delivering a written accounting to each beneficiary. In the event that a beneficiary is a minor or is under disability, the accounting shall be delivered to the beneficiary's parents or guardian, or the conservator of his or her person, as the case may be. Unless one (1) or more of the beneficiaries (or a minor's parent or guardian, or the conservator of a beneficiary) delivers a written objection to the Trustee within ninety (90) days of the Trustee's accounting, the accounting shall be deemed settled, and shall be final and conclusive in respect to transactions disclosed in the accounting as to all beneficiaries. Notwithstanding Article 6, after settlement of the accounting by reason of the expiration of the ninety (90) day period referred to above or by agreement of the parties, the Trustee shall no longer be liable to any beneficiaries of the trust, including unborn and unascertained beneficiaries, in respect to transactions disclosed in the accounting, except for the Trustee's intentional wrongdoing or fraud.

ARTICLE 11
NAME

This trust may be referred to as the "ROBIN WILLIAMS TRUST." Any separate trust administered hereunder may be known by the name of the principal beneficiary of such trust, or by the name specified in this instrument."

This Trust Agreement is executed at Tiburon, CA, this 31st day of January, 2012.



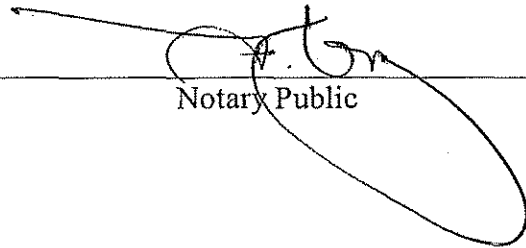
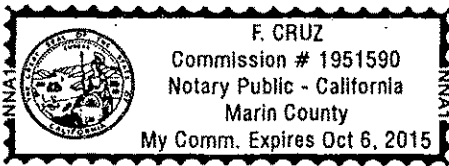
ROBIN M. WILLIAMS, Settlor and Trustee

STATE OF CALIFORNIA)
) ss:
COUNTY OF MARIN)

On JAN. 31, 2012, before me; F. CRUZ, Notary Public, personally appeared ROBIN M. WILLIAMS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



Notary Public

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I, Ginie Phan, declare that I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Kerr & Wagstaffe LLP, 101 Mission St. 18th Floor, San Francisco, California 94105.

On March 25, 2015, I served the following document(s):

- **Amended Exhibit A to Petition for Instructions**

on the parties listed below as follows:

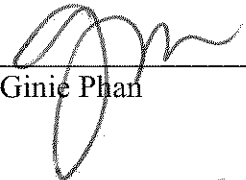
Andrew Bassak
MANATT, PHELPS & PHILLIPS LLP
 One Embarcadero Center, 30th Floor
 San Francisco, CA 94111
Attorney For Faden, Joel (Petitioner), Faden, Joel (Trustee), Kassoy, Arnodl D. (Petitioner), And Kassoy, Arnodl D. (Trustee)

Meredith Bushnell
ARNOLD & PORTER
 3 Embarcadero Center, 10th Floor
 San Francisco, CA 94111
Attorney For Cody Williams (Objector), Zachary Williams (Objector), And Zelda Williams (Objector)

- By first class mail** by placing a true copy thereof in a sealed envelope with postage thereon fully prepaid and placing the envelope in the firm's daily mail processing center for mailing in the United States mail at San Francisco, California.
- By electronic service** by submitting a PDF or Microsoft Word file to File & ServeXpress program.
- By personal service** by causing to be personally delivered a true copy thereof to the address(es) listed herein at the location listed herein.
- By Federal Express** or overnight courier.

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

Executed on March 25, 2015, at San Francisco, California.



 Ginie Phan