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AMENDMENT
TO THE
Ramona L. Gilmore Revocable Trust

Dated October 18, 1989

This Amendment to The RAMONA L. GILMORE REVOCABLE TRUST, executed on October 18, 1989, is made this 8th day of FEBRUARY, 2008, by RAMONA L. GILMORE, the Settlor and Trustee of the trust. Under the power of amendment reserved to the Settlor under ARTICLE VI, Part C, the Settlor and Trustee amends the trust as follows:

FIRST: All of ARTICLE IV commencing on page four (4) and ending on page ten (10) of said declaration shall be omitted in its entirety and replaced with the following new "ARTICLE IV" as follows:

"This trust shall continue until the death of the Settlor, and at such time the Successor Trustee shall convey the trust property listed in Schedule A and all residuary trust property as follows:

Specific Beneficiaries

- a. THOMAS DALE GILMORE shall be given all the Settlor's interest in all accounts located at Wells Fargo Bank, in a Special Needs Trust, as described at the end of this ARTICLE. Should THOMAS DALE GILMORE fail to survive the settlor, this gift shall be made a part of the residuary estate.

Residuary Estate

The rest, residue and remainder of the trust estate shall be liquidated and distributed to EL DORADO COUNTY, CALIFORNIA, with the proviso that all such funds shall be given exclusively and maintained as a separate fund for the purposes of planning, building, maintenance and/or administration of a senior center contemplated for El Dorado Hills, California.

SPECIAL NEEDS TRUST FOR THOMAS DALE GILMORE

Section 1. Creation of Trust

RAMONA L. GILMORE is creating this Special Needs Trust for the sole benefit of THOMAS DALE GILMORE ("Beneficiary"). At the Settlor's death, this trust will become irrevocable.

Section 2. Purpose of Trust

Beneficiary has a disability and will likely require government assistance after surviving Settlor's death. Settlor creates this Special Needs Trust to enhance Beneficiary's quality of life while at the same time preserving Beneficiary's eligibility for government support and medical assistance programs, including SSI, Medicaid, or other similar programs. Settlor intends this Declaration of Trust to be interpreted in light of this purpose.

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Section 3. Example of Special Needs

1. Settlor intends this trust to provide Beneficiary with goods and services to fulfill special needs, which are needs that are not provided for by the support and medical assistance Beneficiary receives from government programs.
2. Special needs include but are not limited to: out-of-pocket medical and dental expenses; medical equipment not provided by Medicaid; eyeglasses; exercise equipment; annual independent checkups; transportation; vehicle maintenance; vehicle insurance premiums; life insurance premiums; physical rehabilitation services; essential dietary needs; materials for hobbies; tickets for recreational or cultural events; musical instruments; cosmetics; home furnishings; home improvements; computer or electronic equipment; cable television; telephones; televisions; radios; cameras; trips; vacations; visits to friends; entertainment; membership in book, health, record, video, or other clubs; newspaper and magazine subscriptions; athletic training or competitions; personal care attendant or escort; vocational rehabilitation or habilitation; professional services; costs of attending or participating in meetings, conferences, seminars, or training sessions; and tuition and expenses connected with all types of technical degree programs and higher education.

Section 4. Trustee

1. The following person shall serve as Trustee of this Special Needs Trust:

Trustee: DOUGLAS NOWKA

2. If, at the surviving Settlor's death, no Trustee named here is available to serve, Settlor's successor Trustee of Settlor's revocable living trust may name a Trustee to manage this Special Needs trust.

Section 5. Power of Successor Trustee

All authority and powers, including discretionary powers, conferred upon a trustee or co-trustee shall pass to all successor Trustees.

Section 6. Contributions to the Trust

Trustee shall accept contributions to the trust only from third parties. No public assistance, Social Security benefits, or any other earned or unearned income received by Beneficiary shall be added to this trust for any reason.

Section 7. Use of Principal and Income

Income earned from trust property shall be retained in the trust to be used for trust purposes. When making disbursements for Beneficiary's benefit, Trustee shall keep adequate records to show that current and accumulated trust income is used first, and then trust principal.

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Section 8. Trustee's Duty To Seek Government Benefits

Trustee shall seek support and maintenance of Beneficiary from all available public resources, including but not limited to the Supplemental Security Income program (SSI), the Social Security Disability Insurance program (SSDI), the In-Home Support Services Program, Medicare, Medicaid, or similar or successor programs.

Section 9. Trustee's Discretion Over Disbursements

1. Trustee shall have complete discretion in how the trust property is used, provided that the property is used only for the purpose of helping the Beneficiary, providing Beneficiary with goods and services that supplement those provided by SSI, Medicaid, or similar programs, and never for a purpose that will impair Beneficiary's eligibility for those programs.
2. Trustee shall become and remain knowledgeable about the eligibility requirements for SSI and Medicaid, or similar programs, so that disbursements will not impair Beneficiary's eligibility for those programs. For example, under federal and state regulations in effect at the time Settlor executed this trust, Trustee may supplement Beneficiary's shelter cost without causing a loss of SSI and Medicaid eligibility, even though a portion of the SSI grant might be reduced. But if the laws change and supplementing rent would result in a loss of Medicaid eligibility, Trustee may not make a disbursement for that purpose.
3. Trustee's exercise of discretion under this Section may indirectly benefit another party, such as a relative, caretaker, or remainder beneficiary without violating this Section.

Section 10. Trustee's Duty To Handle Taxes and Make Reports

1. Trustee shall prepare and file all required trust tax returns.
2. Trustee shall provide to Beneficiary, or Beneficiary's legal guardian, conservator, representative payee, or agent, if any, all information necessary for the reports required by a government agency as a condition of the Beneficiary's continued eligibility for SSI, Medicaid, and other similar benefits.
3. Trustee shall annually provide Beneficiary, Beneficiary's legal guardian, conservator, representative payee, or agent, if any, and the remainder beneficiaries named in Section 12, with written information about trust activity, including an accounting of current trust assets, income earned by the trust, contributions from outside sources made to the trust, disbursements made to meet Beneficiary's special needs, and an accounting of all purchases by Trustee.
4. Upon request, Trustee shall provide the persons named in Part 3 of this Section with copies of the trust's annual income tax returns.

Section 11. Termination of Trust

1. Trustee shall terminate this trust if:
 - Trustee determines that the value of the trust property makes it impractical to administer the trust, or
 - Beneficiary doesn't qualify, or no longer qualifies, for SSI, Medicaid, or similar government benefits, or
 - Trustee determines that changes in Beneficiary's disability make a Special Needs trust unnecessary, or
 - Beneficiary dies.

- 1 2. If Trustee terminates the trust for any reason other than Beneficiary's death, upon termination of the
2 trust, and after all debts and taxes legally owed by the trust have been paid, Trustee shall distribute
3 the trust property and accumulated income to Beneficiary or Beneficiary's legal guardian, conservator,
4 representative payee, or agent, if any, unless such distribution would deprive Beneficiary of needed
5 government benefits. In that event, Trustee shall distribute as much of the property as possible to
6 Beneficiary consistent with maintaining the benefits and distribute the rest of the property to the
7 remainder beneficiaries named in Section 12.
- 8 3. If Trustee terminates the trust because of Beneficiary's death, the trust property and accumulated
9 income shall be distributed to the remainder beneficiaries as set out in Section 12.

Section 12. Remainder Beneficiaries

- 10 1. If Trustee terminates this Special Needs trust, and there are trust assets that Trustee does not
11 distribute to Beneficiary under the terms of Article 11, Trustee shall distribute the remaining trust
12 principal and accumulated income, after all debts and taxes legally owed by the trust have been paid,
13 to the residuary estate.
- 14 2. While administering this Special Needs trust, Trustee shall in all cases exercise discretion in
15 accordance with Section 9 and without regard to the interests of any remainder beneficiary named in
16 this article.

Section 13. Trustee Powers

17 Trustee shall, in addition to the powers given by law, and pursuant to the Prudent Investor Act, if any,
18 enacted by the State of California, have the following powers applicable to all property held in trust,
19 whether principal or income, and exercisable without order of any court that has jurisdiction over
20 Beneficiary:

- 21 1. To retain any property transferred to this trust, and to make such investments and reinvestments and
22 in such proportions as Trustee considers beneficial and prudent in light of the trust purposes set out
23 in Section 2.
- 24 2. To (1) participate in any merger or reorganization affecting securities held hereunder at any time; (2)
25 deposit stock under voting agreements; (3) exercise any option to subscribe for stocks, bonds, or
26 debentures; and (4) grant proxies, discretionary or otherwise, to vote shares of stock.
- 27 3. To manage, operate, or repair real estate or other property and to lease real estate and other
28 property upon such terms and for such period as Trustee deems advisable.
- 1 4. To buy or sell (and to grant options for the sale of) any real or personal property at public or private
2 sale for such prices and upon such terms as Trustee thinks proper.
- 3 5. To purchase, maintain, improve, or replace a residence, or any interest in it, where Beneficiary may
4 reside, including any portion of the residence that may be owned by a family member.
- 5 6. To permit any person to reside at any real property held in this trust at which Beneficiary is residing,
6 on such terms as Trustee deems proper, for the purpose of providing care, supervision, or simple
7 companionship to Beneficiary.
- 8 7. To seek court permission to amend the trust only if necessary to fulfill the trust purposes set out in
9 Section 2.
- 10 8. To make loans, but not gifts, for Beneficiary's benefit, provided the loans do not interfere with the trust
11 purposes set out in Section 2.

- 1 9. To pay premiums to provide supplementary health insurance for Beneficiary or life insurance policies
2 that may be owned or acquired by the trust. If Trustee is also the insured of any life insurance policy
3 owned by the trust, then Trustee may exercise all rights and incidents of ownership with respect to
4 such policy only in a fiduciary capacity, including the power to change the beneficiary, to surrender or
5 cancel the policy, to assign the policy, to revoke any assignment, to pledge a policy for a loan, or to
6 obtain a loan against the surrender value of the policy from the insurer.
- 7 10. To start or defend such litigation with respect to the trust or any property of the trust as Trustee
8 deems advisable, at the expense of the trust.
- 9 11. To carry, at the expense of the trust, insurance of such kinds and in such amounts as Trustee deems
10 advisable both to protect the trust property against any damage or loss and to protect Trustee against
11 liability with respect to third persons.
- 12 12. To prepare and file returns and arrange for payment with respect to all local, state, federal, and
13 foreign taxes incident to this trust, to prepare all necessary fiduciary income tax returns, and to make
14 all necessary and appropriate elections.
- 15 13. To prepare and, if necessary, file all reports required of providers of government benefits received by
16 Beneficiary, and to prepare and distribute annual reports of trust activity to Beneficiary and any
17 named remainder beneficiaries.
- 18 14. Upon termination of the trust, to pay all debts and taxes determined by the trustee to be legally owed
19 by the trust.
- 20 15. To hire attorneys, accountants, investment advisers, financial advisers, tax preparation services, and
21 any other experts should Trustee, in Trustee's unfettered discretion, determine such expertise to be
22 necessary for proper management of the trust.

23 **Section 14. Trustee Compensation**

24 Trustee shall be entitled to reasonable compensation, from trust assets, commensurate with the
25 services actually performed, and to reimbursement for expenses properly incurred. Trustee shall
26 determine what compensation is reasonable.

27 **Section 15. Spendthrift Provisions**

- 28 1. Beneficiary has no right or power, whether alone or in conjunction with others in whatever capacity, to
amend, revoke, or terminate this special needs trust. No interest in the income or principal of this trust
may be anticipated, assigned, encumbered, or subject to any creditor's claim or legal process.
- 2. Because trust funds will be conserved and maintained for Beneficiary's special needs, no part of the
income or principal shall be construed as part of Beneficiary's "estate" or be subject to the claims of
voluntary or involuntary creditors for the provision of care and services (including residential care) to
or for Beneficiary by any city, county, or state government; the federal government; or any public or
private agency except as otherwise provided in this trust instrument.

Section 16. Bond

Unless required by a court of competent jurisdiction, Trustee is not required to post a bond.

Section 17. Trustee's Liability For Good Faith Actions

Trustee shall be held harmless for all acts undertaken, or not undertaken, in good faith while
Trustee is engaged in administering this special needs trust."

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SECOND: Paragraph "A" of ARTICLE X on page 24 of said declaration is deleted in its entirety and replaced with the following new paragraph "A" thereof, as follows:

"A. The initial trustee hereof shall be RAMONA L. GILMORE. In the event said trustee shall die, become incompetent, resign or be otherwise unable to act, then the successor trustee of this trust shall be DOUGLAS NOWKA.

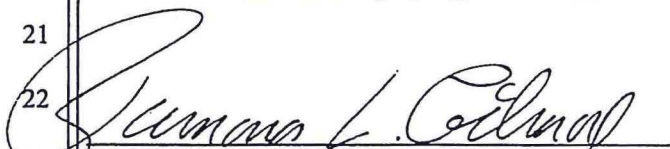
In determining whether the Trustor is incapacitated to the extent that Trustor is unable to manage Trustor's business affairs as Trustee hereof, the fact of medical or physical incapacity (whether by illness, age, or other medical cause) shall be determined by the successor Trustee by the obtaining of written certifications by two (2) licensed physicians of such incapacity, and if the successor Trustee acts in good faith thereon in the belief that the subject Trustor is so incapacitated, the successor Trustee shall not be liable for any acts or omissions by the successor Trustee in reliance upon said belief. If, at any time, the Trustor has disappeared without explanation for a consecutive period of ninety (90) days, then the successor Trustee may, at the expiration of said ninety day period, commence without further notice or action upon the duties of trustee of this trust. At any time that said original trustee hereof has such incapacity removed or has two (2) licensed physicians determine by written medical opinion that no incapacity then exists, or if the Trustor shall reappear, then the original trustee shall immediately be reinstated to such original trustee's duties as trustee hereof and the successor trustee shall thereupon relinquish all further action in furtherance of this trust. "

THIRD: In all other respects the Declaration of Trust as executed on October 18, 1989, by the Settlor is hereby affirmed.

ATTESTATION OF TRUST

Settlor hereby certifies that she has read the foregoing Amendment to RAMONA L. GILMORE REVOCABLE TRUST, executed on October 18, 1989, and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustee. Settlor approves the Amendment to RAMONA L. GILMORE REVOCABLE TRUST, in all particulars, and acknowledges that the Trustee has executed and accepted this trust amendment at Settlor's' request.

Executed at Placerville, California, on February 8, 2008


RAMONA L. GILMORE – Settlor and Trustee

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State of California)
) ss.
County of El Dorado)

On 2/8/08, before me, JULIE F. BYRNE Notary Public, personally appeared RAMONA L. GILMORE, 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 she executed the same in her authorized capacity, and that by her 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.

Signature Julie F. Byrne



(Seal)