

**SECOND AMENDMENT TO 2016 AMENDED AND RESTATED
WILLIAM L. AND PATRICIA D. CHASE TRUST**

1.1 Preamble

WILLIAM L. CHASE, JR. and PATRICIA D. CHASE are the settlors of the WILLIAM L. AND PATRICIA D. CHASE TRUST, created under that certain declaration of trust dated April 10, 2000, as amended and restated on March 13, 2013, as amended and restated again on August 29, 2016, and as amended further on September 8, 2016. Settlor PATRICIA D. CHASE died on October 6, 2022. WILLIAM L. CHASE, JR. remains as the sole trustee duly appointed and acting under and by terms of that declaration of trust. In Section 3.3 of that amended and restated trust the settlors reserved the right of the surviving settlor to amend the trust in the following language:

“After the death of the deceased settlor, the surviving settlor may at any time amend, revoke, or terminate, in whole or in part, any trust created by this instrument other than the Disclaimer Trust, which shall be irrevocable and not subject to amendment. After the death of the surviving settlor, none of the trusts created by this instrument may be amended, revoked, or terminated.”

The surviving settlor now wishes to exercise his right of amendment and, to that end, does hereby amend that declaration in the terms stated below. The trustees hereby consent to the terms of this amendment. The surviving settlor did not elect to disclaim any assets and thus the Disclaimer Trust was not funded and all assets of the Power of Appointment Trust remain in the WILLIAM L. AND PATRICIA D. CHASE TRUST and need not be re-titled.

1.2 Naming of Co-Trustee

The surviving settlor hereby immediately appoints STACEY LYNN CHASE KAVULICH, who is legally known as STACEY LYNN CHASE, his daughter, to serve with him as co-trustee, each of them to have independent powers to do all trust matters, including but not limited to the everyday tasks in the administration of the trust assets, such as banking, writing checks, depositing checks, transferring funds between accounts, and making withdrawals.

1.3 Amendment of Section 3.7 of ARTICLE THREE

Section 3.7 of ARTICLE THREE of that declaration is amended and replaced in its entirety to read as follows:

“3.7 Exercise of Rights and Powers of Settlers By Others

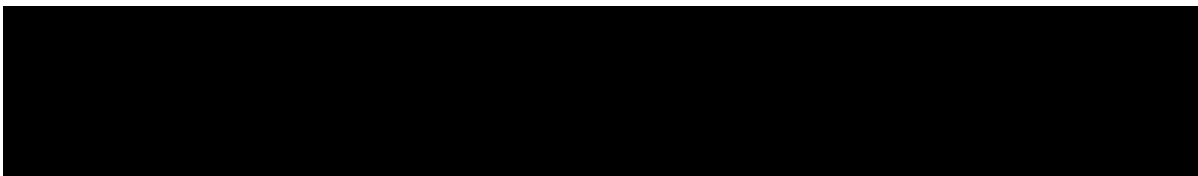
Any right or power that either settlor could exercise personally under the terms of this instrument, including any power to amend, revoke, or terminate any trust created by this instrument, including changing trust beneficiaries, may be exercised for and on behalf of that settlor by any attorney in fact who, at the time of the exercise, is duly appointed and acting for that settlor under a valid and enforceable durable power of attorney executed by that settlor under the Uniform Durable Power of Attorney Act, or any successor statute, or, if there is no such attorney in fact, by a duly appointed and acting conservator of that settlor, after petition to the court in accordance with California Probate Code Section 2580, or any successor statute.”

1.4 Amendment of Section 6.3 of ARTICLE SIX

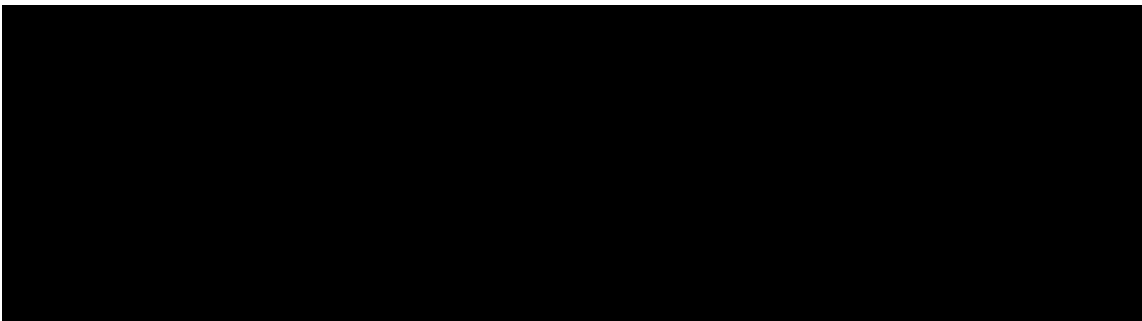
Section 6.3 of ARTICLE SIX of that declaration is amended and replaced in its entirety to read as follows:

“6.3. Disposition of Disclaimer Trust on Death of Surviving Settlor

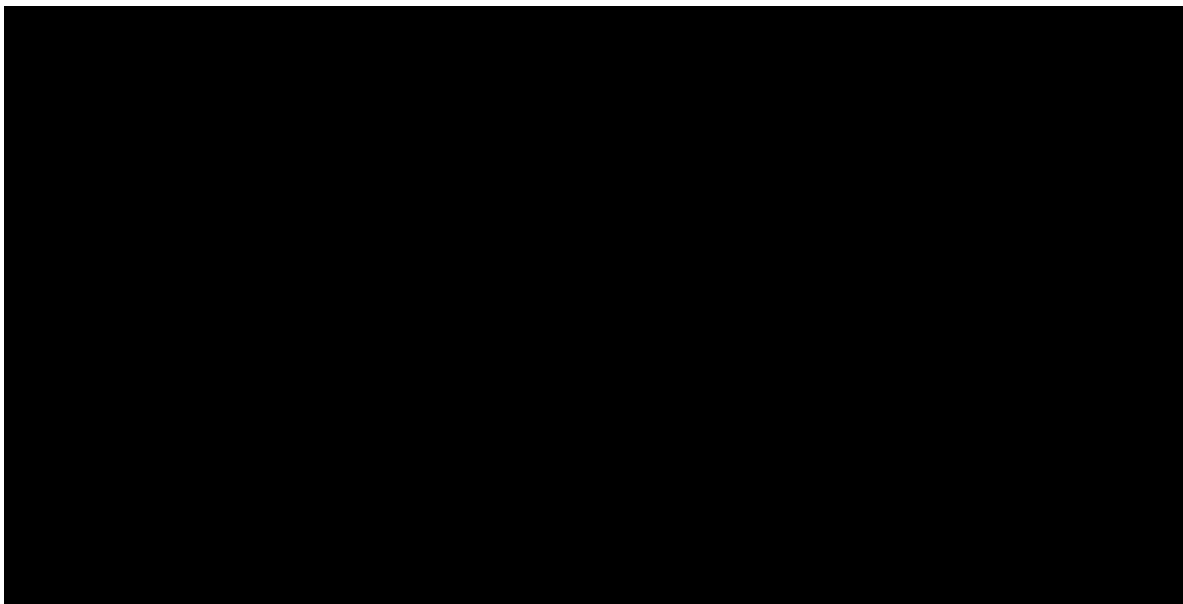
On the death of the surviving settlor, the trustee shall hold, administer, and distribute the assets of the Disclaimer Trust as follows:



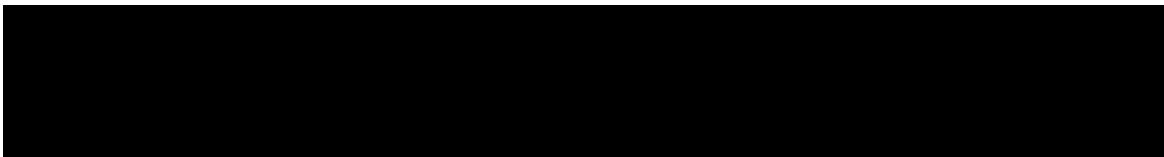
(b) The following cash gifts shall be made to the herein below named charities and scholarship funds that are in existence at the time of the surviving settlor's death and such gifts shall not accrue any interest notwithstanding any provisions in the California Probate Code:

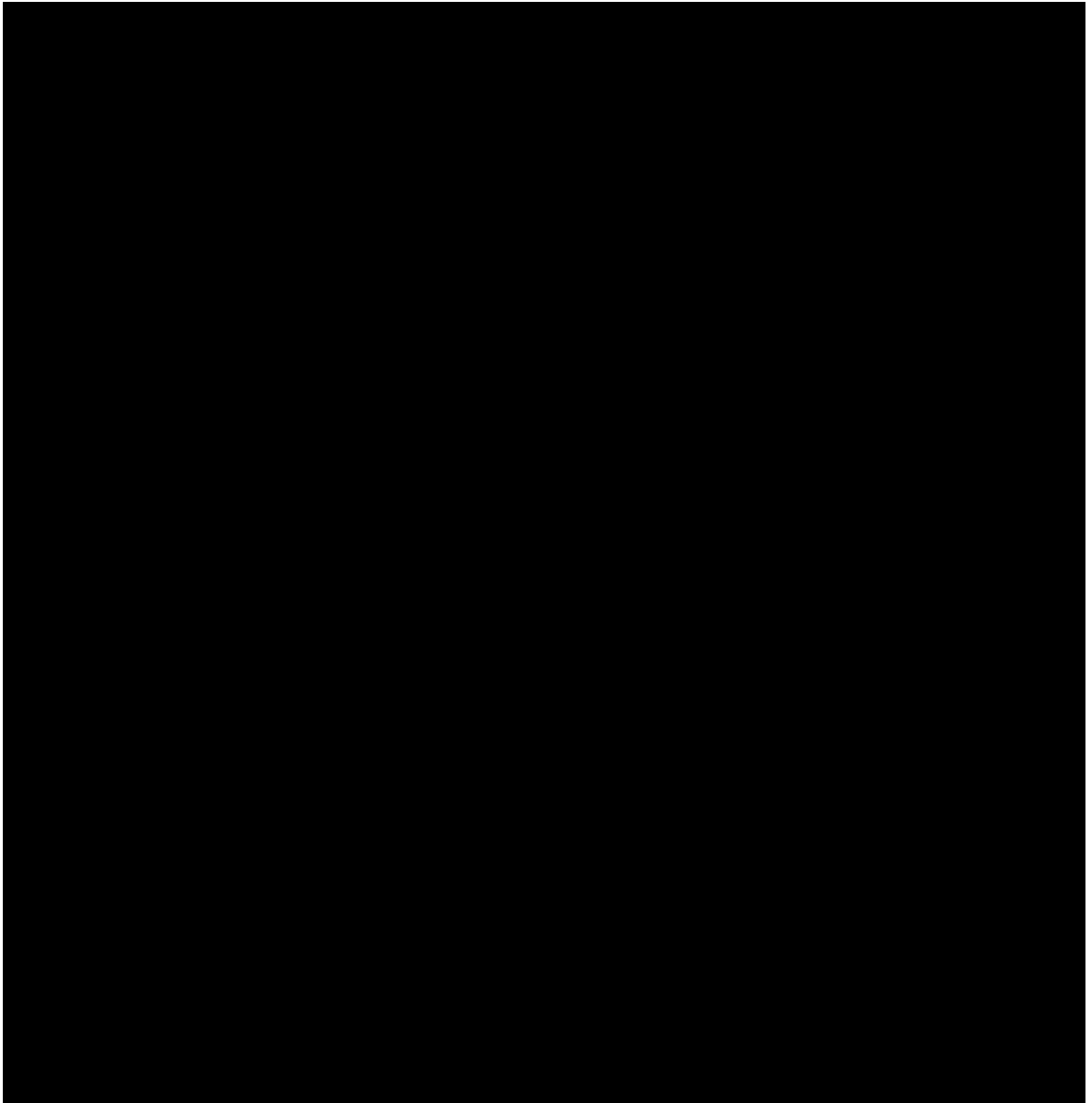


- 3) One Hundred Thousand Dollars (\$100,000.00) to COLLEGE PARK HIGH SCHOOL SCHOLARSHIP FUND to be used for the annual KEVIN CHASE MEMORIAL SCHOLARSHIP, c/o College Park High School, 201 Viking Drive, Pleasant Hill, California 94523.



(c) If any of the charities or schools above are not in existence at the time of the surviving settlor's death then that gift shall lapse and be distributed with the residue of the trust.







(h) If any of the aforementioned beneficiaries in subsection (g) are not in existence at the time of the surviving settlor's death, then their share shall be distributed in equal shares to the remaining entities mentioned in that subsection."

1.5 No-Contest Clause

If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly does any of the following acts, then the right of that person to take any interest given to him or her by this 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 settlors.

(a) Without probable cause challenges the validity of this instrument on any of the following grounds:

- (i) Forgery;
- (ii) Lack of due execution;
- (iii) Lack of capacity;
- (iv) Menace, duress, fraud, or undue influence;
- (v) Revocation pursuant to the terms of this instrument or applicable law;
- (vi) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code section 21350 or applicable successor statute.

(b) Without probable cause files a pleading to challenge the transfer of property on the grounds that it was not the transferor's property at the time of the transfer;

(c) Without probable cause files a creditor's claim or prosecutes any action against the trust for any debt alleged to be owed by the settlors, or either of them, or from this trust to the beneficiary-claimant.

1.6 Ratification of Other Terms of Trust

In every other respect, the surviving settlor incorporates by reference, confirms, and ratifies the terms of the trust as stated in that certain declaration dated April 10, 2000, as amended and restated in its entirety on August 29, 2016, and as further amended on September 8, 2016.

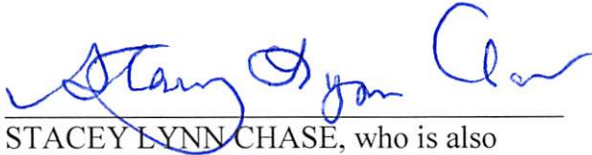
Executed on November 12, 2023, at Walnut Creek, California.

SETTLOR-TRUSTEE



WILLIAM L. CHASE, JR.

ACCEPTANCE OF TRUST TERMS AND APPOINTMENT AS CO-TRUSTEE



STACEY LYNN CHASE, who is also
known as STACEY LYNN CHASE
KAVULICH

ACKNOWLEDGMENT

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

State of California)
)
County of Contra Costa)

On November 12, 2023, before me, Esther L. Kim, notary public, personally appeared WILLIAM L. CHASE, JR. and STACEY LYNN CHASE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Esther L. Kim

(Seal)

