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 Attorneys for *Petitioner Dianne Feinstein* by  
*Katherine Feinstein her Attorney in Fact*

**DEPARTMENT: 204**  
**Hearing: 09/05/2023 9:00 am**

ELECTRONICALLY

**FILED**

*Superior Court of California,  
 County of San Francisco*

**07/17/2023**  
**Clerk of the Court**  
 BY: JULIEANN LAQUINDANUM  
 Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

**PTR-23-306442**

*In the matter of:*

**CASE NO.**

The 1996 Dianne Feinstein Trust under  
 the Richard C. Blum Marital Trust of  
 1996, dtd January 9, 1996

**PETITION TO CONFIRM  
 APPOINTMENT OF TRUSTEE**

**Probate Code Sections 17200(b)(10),  
 15660(b)**

**Date:**  
**Time:**  
**Dept.:**

Petitioner Dianne Feinstein (*Petitioner* or *Senator Feinstein*), by and through  
 her attorney in fact, Katherine Feinstein, is the beneficiary of the 1996 Dianne  
 Feinstein Trust created under the Richard C. Blum Marital Trust of 1996, dated  
 January 9, 1996 (*1996 Marital Trust*). Petitioner brings this Petition to Confirm  
 Appointment of Trustee (*Petition*) to confirm the appointment of Katherine Feinstein  
 as trustee of the Trust, and alleges as follows:

**I. INTRODUCTION**

1. Senator Feinstein is the sole income beneficiary of an irrevocable life  
 insurance trust created for her benefit in 1996 by her spouse, Richard C. Blum  
 (*Blum*). The 1996 Marital Trust provides that Senator Feinstein is entitled to the

1 entire net income from that trust in quarterly installments, and that the trustee  
2 may pay or apply principal for her health, education, support, or maintenance.

3 2. Senator Feinstein has incurred significant medical expenses, and she  
4 submitted a request to whom she believed to be the trustees of the 1996 Marital  
5 Trust for reimbursement of her medical bills. Despite the settlor's intent to support  
6 his spouse after his death, the purported trustees have refused to make distributions  
7 to reimburse Senator Feinstein's medical expenses.

8 3. While seeking reimbursement for her medical expenses, Senator  
9 Feinstein learned that Blum did not name the purported trustees in the 1996  
10 Marital Trust and they were not appointed in compliance with its terms.

11 4. The 1996 Marital Trust vests Senator Feinstein with the power to  
12 appoint a successor trustee, and she has appointed her daughter, Katherine  
13 Feinstein. This Court should confirm the appointment of Katherine Feinstein as  
14 trustee of the 1996 Marital Trust.

## 15 **II. STATEMENT OF FACTS**

16 5. Richard C. Blum and Senator Dianne Feinstein married in San  
17 Francisco on January 20, 1980, and lived together as husband and wife until Blum's  
18 death in 2022.

19 6. On January 9, 1996, Blum created the 1996 Marital Trust to hold a life  
20 insurance policy and its proceeds. A true and correct copy of the 1996 Marital Trust  
21 is attached as *Exhibit A*.

22 7. Section 12.1.A of the 1996 Marital Trust, governing the appointment of  
23 trustees during Blum's lifetime, designates N. Colin Lind (*Lind*) as the original  
24 trustee. During Blum's lifetime, Lind had the power to designate "the immediate  
25 and all subsequent successor Trustees or co-Trustees to serve if he becomes  
26 unwilling or unable to serve." The trust instruments required Lind to designate a  
27 successor trustee in a notarized document that specifically referred to section 12.1.A,  
28 and to deliver the document to the trustee, the designated successor, or the adult

1 income beneficiaries.

2 8. Senator Feinstein is unaware of Lind exercising this power during  
3 Blum's lifetime.

4 9. Once Blum died, trustees appointed under Section 12.1.A no longer  
5 have the authority to serve as trustee. Section 12.1.B designates Richard W. Canady  
6 (*Canady*) to serve as trustee upon Blum's death. If Canady fails to become or is  
7 unwilling to serve as Trustee, Gary Wilson (*Wilson*) is designated successor Trustee.  
8 Neither Canady nor Wilson have the authority to appoint a successor.

9 10. The provision for filling vacancies in trusteeship at section 12.2 states  
10 as follows:

11 If a vacancy occurs in the trusteeship of any trust created under this  
12 agreement and no person is appointed as provided above to fill that  
13 vacancy, the adult income beneficiaries and the guardians of all minor  
income beneficiaries of that trust shall, by a majority in interest, choose  
a successor Trustee.

14 11. Blum died on February 27, 2022. On June 14, 2022, Senator Feinstein  
15 received a Notification by Trustee pursuant to Probate Code Section 16061.7(a)(2)  
16 (*Notification*) stating "Mark Vorsatz executed a Resignation of Co-Trustee on March  
17 15, 2022, and such resignation became effective April 15, 2022, pursuant to the  
18 terms of the Trust. ... [T]he current Co-Trustees of the Trust are Mark R. Klein and  
19 Marc T. Scholvinck." A true and correct copy of the Notification is attached as  
20 ***Exhibit B.***

21 12. According to the provisions of the 1996 Marital Trust, Mr. Vorsatz's  
22 tenure as trustee terminated upon Blum's death on February 27, 2022, assuming  
23 Lind properly appointed him during Blum's lifetime. Canady or Wilson were to serve  
24 as the appointed trustee after Blum's death. The Notification did not state when or if  
25 Canady or Wilson had resigned or declined to serve. The 1996 Marital Trust does not  
26 empower Lind to designate successor trustees to serve after Blum's death, and  
27 neither Canady nor Wilson have the power to designate successor Trustees.

28 13. When a vacancy occurs in the trusteeship of the 1996 Marital Trust, the

1 “adult income beneficiaries . . . of that trust shall, by a majority in interest, choose a  
2 successor Trustee.” Senator Feinstein is the sole income beneficiary of the 1996  
3 Marital Trust, and she has appointed her daughter, Katherine Feinstein, to serve as  
4 Trustee of the 1996 Marital Trust. A true and correct copy of the Appointment of  
5 Trustee is attached as *Exhibit C*.

6 **FIRST CLAIM FOR RELIEF**  
7 **INSTRUCTIONS TO TRUSTEE**

8 14. Petitioners incorporate the preceding paragraphs as if fully restated  
9 herein.

10 15. Pursuant to Probate Code section 17200, subdivision (b)(10), a  
11 beneficiary of a trust may petition the Court to appoint a trustee. Pursuant to  
12 Probate Code section 15660, subdivision (b), a vacancy in the office of trustee shall  
13 be filled as provided in the trust if the trust provides a practical method of  
14 appointment.

15 16. None of the trustees named in the 1996 Marital Trust are currently  
16 serving. Mr. Klein and Mr. Scholvinck claim to be serving as co-trustees of the 1996  
17 Marital Trust, but there is no provision under which they could be appointed after  
18 Blum’s death unless the income beneficiary chooses them to serve. (12.1.B, 12.2.)  
19 There is, therefore, a vacancy in the office of trustee.

20 17. Section 12.2 provides a practical method to appoint a trustee: by  
21 majority vote of the adult income beneficiaries. Senator Feinstein is the sole income  
22 beneficiary. By Appointment of Trustee dated July 14, 2023, she appointed  
23 Katherine Feinstein to serve as trustee of the 1996 Marital Trust.

24 18. This Court should confirm the appointment of Katherine Feinstein as  
25 the Trustee of the 1996 Marital Trust.

26 **III. JURISDICTION, VENUE, AND STANDING**

27 19. This Court has jurisdiction over the 1996 Marital Trust pursuant to  
28 Probate Code sections 17000, 17003, and 17200.

20. Petitioner resides in San Francisco County, which is the proper venue for this action pursuant to Probate Code sections 17002, subdivision (b)(1), and 17005, subdivision (a)(1).

21. Petitioner has standing to bring this action pursuant to Probate Code section 17200 as a beneficiary of the Trust.

#### IV. NOTICES

The following individuals are entitled to notice of this action:

Dianne Feinstein  
*Beneficiary of the Richard C. Blum  
Marital Trust of 1996*  
2460 Lyon Street  
San Francisco, CA 94123

John Prokey  
Alison Merino  
Ramsbacher, Prokey, Leonard LLP  
*Attorneys for Michael Klein and  
Mark Scholvinck*  
111 W. St John Street, Suite 1200  
San Jose, CA 95113

Michael Klein  
*Nominal Co-Trustee of the Richard C.  
Blum Marital Trust of 1996*  
909 Montgomery Avenue, Suite 400  
San Francisco, CA 94133

Mark Scholvinck  
*Nominal Co-Trustee of the Richard  
C. Blum Marital Trust of 1996*  
909 Montgomery Avenue, Suite 400  
San Francisco, CA 94133

#### V. PRAYER FOR RELIEF

WHEREFORE Petitioner prays for orders and/or judgment as follows:

1. Confirming the validity of Dianne Feinstein's appointment of Katherine Feinstein as trustee of the Richard C. Blum Marital Trust of 1996; and
2. For such other and further orders and/or relief as this Court may deem necessary and proper.

DATED: July 17, 2023

HARTOG, BAER, ZABRONSKY & VERRIERE  
A Professional Corporation

By: 

John A. Hartog  
Travis Neal  
Amanda E. Sherwood  
*Attorneys for Petitioner Dianne Feinstein by  
Katherine Feinstein her Attorney in Fact*

**VERIFICATION**

I, Dianne Feinstein, by my attorney in fact, Katherine Feinstein, am the Petitioner in the above-entitled matter. I have read the foregoing PETITION TO CONFIRM APPOINTMENT OF TRUSTEE and know the contents thereof. The contents are true of my own knowledge, except as to those matters stated on information and belief, which I believe to be true.

Executed on 7/17/2023, at San Francisco, California.

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

DocuSigned by:



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Dianne Feinstein, by her attorney in  
fact, Katherine Feinstein

# Exhibit A

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EXHIBIT A  
TO  
PETITION TO APPOINTMENT OF TRUSTEE

ORIGINAL DOCUMENT  
In State

IRREVOCABLE TRUST AGREEMENT  
CREATING THE  
RICHARD C. BLUM MARITAL TRUST OF 1996

THIS AGREEMENT is executed by RICHARD C. BLUM as Trustor and N. COLIN LIND as Trustee.

ARTICLE ONE  
NAME OF TRUST

The name of this trust shall be the "RICHARD C. BLUM MARITAL TRUST OF 1996."

ARTICLE TWO  
FAMILY STATUS OF THE TRUSTOR

The Trustor is married to DIANNE FEINSTEIN, who is referred to in this agreement as "DIANNE". The Trustor has three children from a prior marriage, whose names and dates of birth are:

ANNETTE CYNTHIA BLUM	July 8, 1961
HEIDI JEANNE BLUM	June 8, 1964
EILEEN JOHANNA BLUM	March 2, 1968

The Trustor has no other children, either living or deceased.

ARTICLE THREE  
TRUST PROPERTY

The Trustor is contributing Ten Thousand Dollars (\$ 10,000.00 ) of his separate property to this trust at the time of its creation. Additional property may be added to the trust by any appropriate legal means, and that property shall



also be covered by these provisions, provided that the Trustee shall have the power to reject any property that he or she does not deem suitable.

**ARTICLE FOUR**  
**TRUST IS IRREVOCABLE**

This trust is irrevocable and may not be altered or amended.

**ARTICLE FIVE**  
**ADMINISTRATION DURING TRUSTOR'S LIFETIME**

During the lifetime of the Trustor, the Trustee shall hold and administer the trust property as follows:

5.1 Withdrawal Powers. DIANNE, if she is living and is married to the Trustor on the date he makes a contribution to the trust (the "withdrawal power beneficiary") shall have the right to make a withdrawal from the trust in accordance with the following provisions:

A. Right of Withdrawal. Each time the Trustor makes a contribution to the trust, the withdrawal power beneficiary may withdraw an amount of the trust property having a value equal to the smallest of the following:

- (1) The amount of the contribution.
- (2) The annual exclusion amount allowable for that beneficiary (reduced by any previous transfers made during that calendar year and charged against the annual exclusion amount allowable for that beneficiary). For purposes

of the preceding sentence, the annual exclusion amount means the amount of the maximum allowable exclusion under Section 2503(b) of the Code against taxable gifts from that donor to that withdrawal power beneficiary during that calendar year.

(3) The maximum amount over which the beneficiary can have a power of withdrawal without its lapse in such year being a release of such power under Section 2514(e) of the Code. For purposes of this subparagraph, that amount shall be adjusted to reflect any powers of withdrawal or appointment which the beneficiary previously has allowed to lapse during the year.

B. Exercise and Lapse of Right of Withdrawal.

Withdrawals shall be made by delivering a written request for the withdrawal to the Trustee within thirty (30) days after the date of the contribution. The right to withdraw set forth in this paragraph 5.1 is not cumulative, so that if a withdrawal power beneficiary does not exercise that right in full on or before thirty (30) days after the date of the contribution, the right to withdraw any amount not withdrawn shall lapse.

C. Satisfaction of Right of Withdrawal. If the beneficiary fails to demand the actual property contributed to the trust, the Trustee may distribute to the beneficiary requesting withdrawal other trust assets selected by the Trustee, whose total value is equal to the value of the requested property on the date the Trustee receives the request for withdrawal.

D. Definitions. For purposes of this paragraph 5.1, the terms "contribution" and "contribution to the trust estate" shall mean cash or other assets, and also shall include any indirect transfer to the trust, including, without limitation, premiums on policies of life insurance (or any interest in a life insurance policy) owned by the trust that are paid by the Trustor, or any other person or entity, directly to the insurance companies issuing the policies, rather than first being paid to the Trustee. In the case of any premium which is paid directly to an insurance company, the date of the contribution shall be deemed to be the date on which the premium payment is transmitted to the insurance company issuing the policy.

E. Exercise of Right by Fiduciary. A withdrawal power beneficiary's right of withdrawal may be exercised by the beneficiary's duly appointed and acting guardian or conservator of the estate, executor, administrator, or other duly authorized and acting legal representative.

F. Notice. The Trustee shall promptly notify the withdrawal power beneficiary in writing of each contribution to the trust and of the withdrawal power beneficiary's right of withdrawal.

G. Amendment to Section 2503(b). The Trustor is aware that on the date this agreement is executed the annual exclusion amount is Ten Thousand Dollars (\$10,000) and the Trustor specifically intends that if Section 2503(b) of the Code

is amended to change the annual exclusion amount after this agreement is executed, this paragraph 5.1 shall be construed to provide a withdrawal right over the annual exclusion amount as amended and not Ten Thousand Dollars (\$10,000). The Trustor further intends that any such amendment to Section 2503(b) of the Code shall apply to any contribution made to this trust after the effective date of that amendment.

H. Amendment to Section 2514(e). The Trustor is aware that on the date this agreement is executed, Section 2514(e) of the Code provides that the lapse of a power of appointment will not be treated as a release of a general power of appointment to the extent the lapsed power does not exceed the greater of \$5,000 or 5 percent of the aggregate value of the assets out of which, or the proceeds of which, the exercise of the lapsed powers could be satisfied (a so-called "5 or 5 power"). The Trustor specifically intends that if Section 2514(e) of the Code is amended to change the 5 or 5 power after this agreement is executed, this paragraph 5.1 shall be construed to provide a power of withdrawal over the amount of trust property, the lapse of which would not be treated as a release of a general power of appointment as provided under the amended statute and not a power of withdrawal over \$5,000 or 5 percent of the trust assets. The Trustor further intends that any such amendment to Section 2514(e) of the Code shall apply to any right of withdrawal attributable to any contribution made to this trust after the effective date of that amendment.

### 5.2 Discretionary Payments of Income and Principal.

Until the death of the Trustor, the Trustee may pay to or apply for DIANNE's benefit as much of the net income or principal, or both, of the trust as the Trustee deems to be in her best interests for any reasonable purpose if DIANNE then is living. After the death of DIANNE and while the Trustor is living, the Trustee may pay or apply to or for the benefit of any one or more of Trustor's descendants as much of the net income or principal, or both, as the Trustee determines to be in the best interests of the person or persons to or for whom such distributions are made, in equal or unequal shares, for any reasonable purpose. Despite any other provision of this agreement to the contrary, however, the Trustee shall make no distribution of trust income or principal if that distribution would have the effect of defeating a beneficiary's withdrawal power pursuant to this article.

### ARTICLE SIX ADMINISTRATION UPON TRUSTOR'S DEATH

Upon the death of the Trustor, all assets held in the trust created by this agreement and all assets added to the trust created by this agreement by reason of the Trustor's death shall be retained in a separate trust (referred to as the "1996 Dianne Feinstein Trust") and administered under ARTICLE SEVEN, if DIANNE survives the Trustor and is married to him at the date of his death. If DIANNE does not survive the Trustor, or is not married to him at the date of his death, the Trustee shall distribute the trust estate in equal shares to those of the Trustor's children

who are then living (subject, however, to the provisions of ARTICLE EIGHT with respect to any child who is under the age of forty (40)), provided that if any child of the Trustor is then deceased but leaves descendants who are then living, the share that the deceased child would have received if she were then living shall be distributed in equal shares to the deceased child's descendants by right of representation (subject to the provisions of ARTICLE NINE with respect to any Trustor's grandchild who is under the age of thirty-five (35)).

ARTICLE SEVEN  
1996 DIANNE FEINSTEIN TRUST

The Trustee shall hold and administer the Dianne Feinstein Trust as follows.

7.1 Distribution of Income. The Trustee shall pay to or apply for the benefit of DIANNE, at least quarter-annually during her lifetime, the entire net income of the 1996 Dianne Feinstein Trust.

7.2 Discretionary Distributions of Principal. The Trustee may pay to or apply for the benefit of DIANNE those amounts of the principal of the Dianne Feinstein Trust that the Trustee deems necessary for her health, education, support, or maintenance.

7.3 Distribution of Remaining Assets. Upon DIANNE's death, the 1996 Dianne Feinstein Trust shall terminate and all remaining assets of the 1996 Dianne Feinstein Trust shall be distributed in equal shares to those of the Trustor's children

who are then living (subject, however, to the provisions of ARTICLE EIGHT with respect to any child who is under the age of forty (40)), provided that if any child of the Trustor is then deceased but leaves descendants who are then living, the share that the deceased child would have received if she were then living shall be distributed in equal shares to the deceased child's descendants by right of representation (subject to the provisions of ARTICLE NINE with respect to any Trustor's grandchild who is under the age of thirty-five (35)).

**ARTICLE EIGHT**  
**ADMINISTRATION OF CHILD'S TRUST**

If one or more nondiscretionary distributions of assets otherwise would be made under the provisions of this agreement to any child of the Trustor who is under forty (40) years of age, those assets shall be retained for that beneficiary in a separate trust (referred to as a Child's Trust), which shall be held and administered as follows:

8.1 Distributions of Income and Principal. The Trustee shall pay to or apply for the benefit of the child the entire net income of the Child's Trust and as much of its principal as the Trustee deems necessary for the child's health, education, support, or maintenance.

8.2 Exercise of Discretion. In exercising his or her discretion under paragraph 8.1, the Trustee shall consider the following factors:



(1) The Trustor's desire that each of his children have the option of attending a trade school, college or professional school;

(2) The Trustor's desire that each of his children have the option of establishing themselves in a trade, business or profession; and

(3) The Trustor's desire that each of his children have the option of purchasing a home.

8.3 Termination of Child's Trust. The Trustee shall distribute one-half of the principal of the Child's Trust to the child when she reaches the age of thirty-five (35) years and the balance when she reaches the age of forty (40) years. If at the time a Child's Trust is established for the child she has reached the age of thirty-five (35) years, the Trustee shall distribute to the child one-half of the Child's Trust.

8.4 Distribution on Premature Death of Child. If any child of the Trustor dies before becoming entitled to receive distribution of her entire Child's Trust, the balance of the Child's Trust shall be distributed to those of the Trustor's descendants, in the amounts, and on the terms and conditions, either outright, in trust, or by creating further powers of appointment, that the child designates in her last will duly admitted to probate and specifically referring to and exercising this power of appointment. Any income or principal of the Child's Trust that is not appointed pursuant to the child's power of appointment shall be distributed, by right of representation,



to her descendants or, if there are none, to the Trustor's descendants, subject to the provisions of this Article with respect to any Trustor's child who is under the age of forty (40) and subject to the provisions of ARTICLE NINE with respect to any Trustor's grandchild who is under the age of thirty-five (35).

ARTICLE NINE  
ADMINISTRATION OF GRANDCHILD'S TRUST

If one or more nondiscretionary distributions of assets otherwise would be made under the provisions of this agreement to any grandchild of the Trustor who is under 35 years of age, those assets shall be retained for that beneficiary in a separate trust (referred to as a Grandchild's Trust), which shall be held and administered as follows:

9.1 Distributions of Income and Principal. The Trustee shall pay to or apply for the benefit of the grandchild the entire net income of the Grandchild's Trust and as much of its principal as the Trustee deems necessary for the grandchild's health, education, support, or maintenance.

9.2 Exercise of Discretion. In exercising his discretion under paragraph 9.1, the Trustee shall consider the following factors:

- (1) The Trustor's desire that each of his grandchildren have the option of attending a trade school, college or professional school;

(2) The Trustor's desire that each of his grandchildren have the option of establishing themselves in a trade, business or profession; and

(3) The Trustor's desire that each of his grandchildren have the option of purchasing a home.

9.3 Termination of Grandchild's Trust. The Trustee shall distribute one-half of the principal of the Grandchild's Trust to the grandchild when he or she reaches the age of 30 years and the balance when he or she reaches the age of 35 years. If at the time a Grandchild's Trust is established for the grandchild he or she has reached the age of 30 years, the Trustee shall distribute to the grandchild one-half of the Grandchild's Trust.

9.4 Distribution on Premature Death of Grandchild. If any grandchild of the Trustor dies before becoming entitled to receive distribution of his or her entire Grandchild's Trust, the balance of the Grandchild's Trust shall be distributed to those of the Trustor's descendants in the amounts, and on the terms and conditions, either outright, in trust, or by creating further powers of appointment, that the grandchild designates in his or her last will duly admitted to probate and specifically referring to and exercising this power of appointment. Any income or principal of the Grandchild's Trust that is not appointed pursuant to the grandchild's power of appointment shall be distributed, by right of representation, to his or her descendants or, if there are none, to the Trustor's descendants,

by right of representation, and subject to the provisions of ARTICLE EIGHT with respect to any Trustor's child who is under the age of forty (40), and subject to the provisions of ARTICLE NINE with respect to any Trustor's grandchild who is under the age of thirty-five (35).

ARTICLE TEN  
ULTIMATE GIFT OVER

Any part of any trust created by this agreement that is not disposed of under the foregoing provisions shall be distributed to the Trustor's heirs as if the Trustor had died intestate at the time of distribution and had been unmarried and domiciled in California, the identity of such heirs to be determined according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect when the Trustor dies.

ARTICLE ELEVEN  
TRUST ADMINISTRATIVE PROVISIONS

To carry out the terms of any trust created by this agreement, the Trustee and all other interested parties shall be bound by and act according to the following general provisions.

11.1 Perpetuities Savings Clause. Unless sooner terminated in accordance with other provisions of this trust agreement, each trust created under this trust agreement shall terminate twenty-one (21) years after the death of the last survivor of the Trustor, DIANNE, the Trustor's descendants and

DIANNE's descendants who are living at the date this agreement is executed. All principal and undistributed income of any trust so terminated shall be distributed to the then living income beneficiaries of that trust in the proportions to which, at the time of termination, they are entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this provision shall be made by right of representation to those of the Trustor's descendants who then are entitled or authorized in the Trustee's discretion to receive payments from the trust, and if none, then to those persons who then are entitled or authorized in the Trustee's discretion to receive payments from the trust.

11.2 Treatment of Accrued Income. Any income that is accrued or unpaid on property at the time it is received by the trust created by this agreement shall, when that income is received by the trust, be treated as any other trust income. On DIANNE's death, any income accrued and held undistributed by the Trustee in the 1996 Dianne Feinstein Trust shall be distributed to those persons (including DIANNE's estate or creditors), in the amounts, and on the terms and conditions that DIANNE designates in her last will duly admitted to probate and specifically referring to and exercising this general power of appointment. Any accrued or undistributed income of the 1996 Dianne Feinstein Trust that is not distributed pursuant to DIANNE's testamentary power of appointment over accrued and undistributed income and

any income accrued or held undistributed by the Trustee when any other trust is terminated shall be distributed to the person or persons who succeed to the beneficiary's interest in the trust, in proportion to their individual interests in it.

11.3 Allocations Between Principal and Income. All determination of what is principal and income and all apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Principal and Income Law that are in effect at the time such matters arise, and, if there are no such provisions of law governing any such matters, they shall be determined according to the rules of good trust accounting practice.

11.4 No Segregation of Trusts. The various trusts created by this agreement need not be physically divided or segregated except as this may be required when any trust is terminated, but the Trustee shall keep separate accounts for the different undivided interests.

11.5 Unified Administration of Corresponding Trusts. If at any time there exists a trust whose terms are substantially the same as those of any trust created under this agreement and if the Trustee determines that the unified administration of those two trusts would be preferable to their separate administration, the Trustee may terminate any such trust created under this agreement and distribute the assets to the trustee of the corresponding trust, or, in the Trustee's discretion, may accept the assets of the corresponding trust and administer them

together with the assets of the trust created under this agreement. In determining whether the unified administration of any trusts would be preferable to their separate administration, the Trustee shall consider the tax consequences of the various alternatives. No trust which includes any provision which would cause any portion of this trust to be includable in the Trustor's gross estate or in DIANNE's gross estate for federal estate tax purposes which would not otherwise be includable shall be considered to have terms substantially the same as this trust.

11.6 Provisions Regarding Residence in Trust. The provisions of this paragraph shall apply to all real property that is acquired by any trust created by this agreement in which DIANNE is an income beneficiary and that, at the Trustor's death, DIANNE and the Trustor were using for residential purposes, on a full-time or part-time basis, including secondary and vacation property (collectively referred to as "Residential Property").

A. Right to Occupy Property. During her lifetime, DIANNE shall have the right to occupy any Residential Property without obligation to pay rent.

B. Allocation of Expenses. The Trustee shall pay that part of mortgage or trust deed payments, property taxes, assessments, insurance premiums, and expenses of maintenance and repair that is proportionate to the interest held in any Residential Property by each of the trusts created by this agreement, but the payments made by the Trustee pursuant to this

paragraph shall be charged to principal or income as provided in paragraph 11.3.

C. Sale or Exchange of Residential Property.

DIANNE, in her discretion, may direct the Trustee to sell any Residential Property and replace it with or rent or lease another Residential Property of her selection and of equal or lesser value. The investment of the trust in and the indebtedness of the trust, if any, relating to the new Residential Property shall not exceed the trust's share of the net proceeds from the sale and the trust's share of indebtedness, if any, secured by the old Residential Property. The new Residential Property shall be held under the terms and conditions of paragraph 11.6. Where DIANNE directs the Trustee to rent or lease another Residential Property, the Trustee shall pay that part of the rent and other expenses chargeable to the tenant that is proportionate to the interest held by each of the trusts created by this agreement, and the payments made by the Trustee pursuant to this paragraph shall be charged to income.

D. Consent to Sale. The Trustee shall sell any Residential Property only with DIANNE's consent, provided that if DIANNE is incapacitated, her consent shall not be required.

E. Trustor's Intent. It is the Trustor's intent that DIANNE continue to be able to use any Residential Property for so long as she is able and desirous of doing so, provided that such use does not impair the resources that will likely be required to satisfy her long term needs for health, education,



support and maintenance. Accordingly, the Trustee is directed to take into account the impact of the charges to income associated with permitting DIANNE's use of the Residential Property in accordance with this paragraph in determining whether discretionary distributions from the principal of any trust created by this agreement should be made to DIANNE for her health, education, support or maintenance, if such distributions are permitted by this agreement.

11.7 Spendthrift Clause. No beneficiary shall have the right to assign or hypothecate his or her interest in the principal or income of the trust in any manner whatsoever, nor shall that interest, before being received by the beneficiary, be subject to any claims of a beneficiary's creditors or to attachment, execution, or any other such legal process.

11.8 Administering Property Subject to Powers of Appointment. If no document endeavoring to exercise a testamentary power of appointment provided in this agreement has been presented to the Trustee or the Probate Court within six months of the death of the holder of the power, the Trustee shall administer the property subject to the power of appointment as though the power was not exercised, and the Trustee shall incur no liability to anyone by making that distribution. Nothing in the foregoing is intended at an earlier time if he or she believes no such document exists and deems such administration to be in the best interests of the beneficiaries.



11.9 No Distribution to Discharge Parental Obligation to Support. Despite anything in this agreement to the contrary, the Trustee shall not make any distribution of income or principal to or for the benefit of a beneficiary where that distribution discharges a legal obligation of the beneficiary's parents to support him or her.

11.10 "Education" Defined. Whenever this agreement provides for payment for the education of a beneficiary, the term "education" shall be construed to include study at any level, as long as pursued to advantage by the beneficiary, at a public or private institution of the beneficiary's choice. In determining payments for such education, the Trustee shall consider the beneficiary's related living and travel expenses that are reasonable.

11.11 Payments to Minor. The Trustee may make payments to a beneficiary who is a minor or under other legal disability by making payments to the guardian or conservator of his or her person, to any custodian of the beneficiary under the California Uniform Transfers to Minors Act, or to any other suitable person taking care of or residing with the beneficiary, or the Trustee may apply payments directly for the beneficiary's benefit. The Trustee may make payments directly to a minor beneficiary if, in the Trustee's judgment, that beneficiary is of sufficient age and maturity to spend the money properly.

11.12 Duty of Trustee to Confer with Guardian. The Trustee shall confer with the guardian, conservator, or other

personal representative of each beneficiary who is a minor or under other legal disability and, wherever appropriate, with each such beneficiary himself or herself to ascertain the beneficiary's financial needs.

11.13 Considering Burden on Guardian. In making payments for the health, education, support, or maintenance of a beneficiary, the Trustee shall construe his or her authority liberally to permit payments that may reasonably be considered necessary to ease the financial burden placed by the beneficiary's presence in the household on the guardian of the person of the beneficiary or on any other suitable person with whom the beneficiary resides, as well as on the family of that guardian or person. No Trustee shall exercise any authority described in this paragraph in any manner which will directly or indirectly benefit the Trustee personally. Nothing in this paragraph shall prevent the Trustee's co-Trustee or successor Trustee from exercising the authority described in this paragraph, and such co-Trustee or successor Trustee shall have the power to do so without the Trustee's being required to resign.

11.14 Considerations Affecting Trustee's Distributions for Beneficiary's Health, Education, Support, or Maintenance.

Wherever in this agreement the Trustee is directed to distribute income or principal, or both, in the amounts he or she deems necessary for the health, education, support, or maintenance of a beneficiary, the Trustee shall consider any other income and

means of support of the beneficiary that are known to the Trustee and reasonably available for these purposes. In making such distributions, the Trustee's standard for determining what is necessary for a beneficiary's health, education, support, or maintenance shall be that beneficiary's accustomed standard of living.

11.15 Marital Deduction Savings Clause. The Trustor intends that if DIANNE survives the Trustor and is married to him at the time of his death, and if (despite the Trustor's intention stated in paragraph 13.9) all or any portion of the trust is included in the Trustor's gross estate for Federal estate tax purposes, and if the Trustor's executor makes an appropriate election with respect to the 1996 Dianne Feinstein Trust, the 1996 Dianne Feinstein Trust shall be qualified terminable interest property that will entitle the Trustor's estate to a marital deduction for Federal estate tax purposes pursuant to Section 2056(b)(7) of the Code. If DIANNE survives the Trustor and is married to him at the time of his death, DIANNE shall be entitled to all of the income of the 1996 Dianne Feinstein Trust (that income to be paid quarter-annually or more often). No person shall have the power (exercisable during DIANNE's lifetime) to appoint any part of the 1996 Dianne Feinstein Trust to any person other than DIANNE. The Trustor directs that each of the provisions of this agreement be construed in accordance with this intention.

11.16 Termination of Trust by Trustee. If, at any time, the Trustee determines that the assets in any trust created by this agreement are so small in value that administering the trust is no longer economically desirable, that the cost of administering it is disproportionate to the value of the assets, or that continuing to administer it is no longer in the best interests of the beneficiaries, the Trustee may terminate that trust. Upon any such termination, the Trustee shall distribute the property of the terminated trust to the persons then entitled to receive income from it or who are then entitled to have it accumulated for their benefit in the same shares as those mandated for the distribution or accumulation of income by the terms of the trust agreement. If the right to have income distributed or accumulated in specified shares is not mandated by the terms of the trust agreement, the Trustee shall distribute the trust principal, together with undistributed income, by right of representation to those of the Trustor's descendants who then are entitled or authorized in the Trustee's discretion to receive payments of income from the trust. No Trustee who is an income beneficiary of any trust created by this agreement shall exercise any discretion concerning that trust's termination pursuant to this paragraph.

11.17 Distributions to Beneficiaries Under Twenty-One. If a distribution of assets otherwise would be made under the provisions of this agreement to any beneficiary who is not a child or grandchild of the Trustor and who is under the age of

twenty-one (21) years, those assets shall be distributed to a custodian nominated by the Trustee to be held for the benefit of the beneficiary under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of twenty-one (21) years.

ARTICLE TWELVE  
PROVISIONS RELATING TO OFFICE OF TRUSTEE

12.1 Appointment of Trustee.

A. During Trustor's Lifetime. The original Trustee of the trust created by this agreement shall be N. COLIN LIND, and he shall have the power to designate the immediate and all subsequent successor Trustees or co-Trustees to serve if he becomes unwilling or unable to serve.

B. After Trustor's Death. After the Trustor's death, RICHARD W. CANADY shall serve as Trustee of the Trust. If he fails to become or is unwilling to serve as Trustee, GARY WILSON shall serve as successor Trustee.

12.2 Filling of Vacancies in Trusteeship. If a vacancy occurs in the trusteeship of any trust created under this agreement and no person is appointed as provided above to fill that vacancy, the adult income beneficiaries and the guardians of all minor income beneficiaries of that trust shall, by a majority in interest, choose a successor Trustee.

12.3 Designation of Successors. Any designation of successor Trustees that is made pursuant to a power granted by a provision of this agreement shall be valid only if the

designation specifically refers to the provision granting that power and is made in the designating person's last will or in a notarized document delivered to the designated successor or in a document delivered to the Trustee or, if there is none, to the adult income beneficiaries and the parents or legal guardians of any minor income beneficiaries. If two or more designations conflict, the latest shall govern.

12.4 Powers and Duties of Successor Trustee. All successor Trustees shall have the same duties, powers, and discretion as the original Trustee. A successor Trustee may accept the trust assets delivered to him or her by his or her predecessor Trustee as constituting the entire trust estate, and shall not be required to take any action to recover further assets or to investigate any act done by any predecessor Trustee. No successor Trustee shall be required to bring an action to determine what constitutes the trust estate or to obtain possession of any trust asset.

12.5 Restricting or Disclaiming Trustee's Powers. The Trustee shall have the power to restrict the scope of or to disclaim or release any power that the Trustee may hold in connection with any trust created by this agreement, whether that power is expressly granted in this agreement or implied by law. The Trustee shall exercise this concomitant power by a document specifying the powers to be disclaimed, released, or restricted and the nature of any such restriction.

12.6 Compensation of Trustee. The Trustee shall be entitled to reasonable compensation for all services rendered by him, including services connected with terminating or revoking, wholly or partly, any trust created by this agreement. This compensation shall be paid wholly from principal or wholly from income or partly from both as the Trustee deems proper.

12.7 Professional Assistance to the Trustee. The Trustee is authorized to employ any custodian, investment advisor, attorney, accountant, or other agent to assist the Trustee in administering the trust. Reasonable compensation for all services performed by these agents shall be paid from the trust out of income or principal as the Trustee, in his or her discretion, determines, and this compensation shall not decrease that to which the Trustee is entitled.

12.8 Decisions of Trustee. Except as this agreement provides otherwise, if there are two co-Trustees serving, all decisions shall be unanimous and if more than two co-Trustees are serving, the decision of the majority shall control. Despite anything in this paragraph to the contrary, any co-Trustee shall have the power to bind the trust in any transaction obligating the Trustees to spend One Thousand Dollars (\$1,000) or less and not involving a distribution of trust assets to a beneficiary. No co-Trustee shall have any liability whatsoever as the result of any decision to which he or she did not subscribe.

12.9 Trustee's Duty to Account and Report. The Trustee shall have a duty to report information about any trust



created by this agreement as provided in Section 16061 of the California Probate Code and a duty to account to the beneficiaries of that trust as provided in Section 16062 of the California Probate Code only to the person or persons to whom income or principal, or both, of that trust is required or authorized in the Trustee's discretion to be currently distributed and only upon the written request of any such person. If any person upon whose written request the Trustee is required to report or account is a minor or is incompetent, the written request described above may be made on behalf of that minor or incompetent person by the guardian or conservator of his or her estate or by his or her attorney-in-fact under a general durable power of attorney.

12.10 Effect of Notice to Trustee. Until the Trustee has received written notice of any birth, death, marriage, or other event on which the right to receive distributions from this trust might depend, the Trustee shall be free from liability to any beneficiary for any distribution made in good faith as though that event had not occurred.

12.11 Exculpatory Provisions. The Trustee shall not be liable for any exercise or failure to exercise any discretion granted him or her under this agreement as long as that exercise or failure to exercise is reasonable and made in good faith. No successor Trustee shall be liable for any acts of misfeasance or malfeasance committed by any predecessor.



12.12 Resignation of Trustee. Any Trustee may resign at any time by sending notice of his or her resignation, by United States mail and with postage paid, to the persons then entitled to receive trust income at their most recently furnished addresses, and the resignation shall take effect on the thirty-first day after the date the notice was mailed. In the case of a corporate Trustee, an affidavit of any officer of the corporate Trustee shall be conclusive evidence of the date the notice was mailed.

12.13 Waiver of Bond. No bond shall be required of any individual Trustee regardless of how appointed.

12.14 Limitations on Powers of the Trustee. All powers given to the Trustee by this agreement are exercisable by the Trustee only in a fiduciary capacity. No power given to the Trustee under this agreement shall be construed to enable the Trustor or any other person to purchase, exchange, or otherwise deal with or dispose of the trust corpus or income for less than adequate consideration in money or money's worth or to make loans to any donor to the trust unless those loans are adequately secured and bear a reasonable rate of interest, or to exercise any power of administration set forth in Internal Revenue Code Section 675(4) or any successor statute in a non-fiduciary capacity.

12.15 Powers of the Trustee. To achieve the purposes of any trust that this agreement creates and subject to any limitations stated elsewhere in it, the Trustee is vested with

the following powers in addition to those now or hereafter conferred by law. The enumeration of certain powers of the Trustee shall not limit his or her general powers. Subject to his or her fiduciary obligations, the Trustee shall be vested with and shall have all the rights, powers, and privileges that would be had by an absolute owner of the property of the trust.

A. Holding Existing Property. To continue to hold any property, including shares of a corporate Trustee's own stock, and to operate, at the risk of the trust, any business that the Trustee receives or acquires under this agreement for as long as he or she deems advisable. The Trustee is expressly authorized to buy or otherwise acquire unproductive property but shall promptly dispose of any unproductive property in the 1996 Dianne Feinstein Trust if DIANNE requests in writing that he or she do so, regardless of whether that property was received by the Trustee under this agreement, purchased by the Trustee, or otherwise acquired by the Trustee. Nothing in this paragraph shall be deemed a waiver of California Probate Code Section 16311.

B. Managing and Disposing of Trust Property. To manage, control, grant options on, sell for cash or on deferred payments, lease, convey, exchange, partition, divide, subdivide, improve, and repair any property of the trust; to grant terms effective during or extending beyond the term of the trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; to enter into community oil leases and pooling and unitization agreements; to create restrictions, easements, and other servitudes; to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; and to institute, compromise, and defend actions and proceedings.

C. Investment Powers. To invest and reinvest the trust principal and income, if accumulated, and to use it to buy or otherwise acquire every kind of property and to make every kind of investment, whether or not authorized by law for the investment of trust funds, specifically including but not limited to interest-bearing accounts; corporate obligations of every kind; stocks, preferred or common, including stock of any corporate Trustee; mortgage participations; shares of investment trusts; investment companies; mutual funds; common trust funds including funds administered by any Trustee; general partnerships; limited partnerships (as either a general or limited partner); limited liability companies; joint ventures; and unincorporated business enterprises. The Trustee shall have the right to invest in any common or commingled trust funds

operated and controlled by a corporate Trustee, such investment to conform with the provisions of and any amendments to the documents establishing any such common trust fund.

D. Borrowing Powers. To borrow money for any trust purpose on terms the Trustee deems proper and to obligate the trust for repayment; and in so borrowing to encumber the trust or any trust property by mortgage, deed of trust, pledge, or other means, using whatever procedures he or she deems advisable to consummate such borrowing.

E. Loans from Trustee. To advance funds, on which he or she may charge interest at fair and reasonable rates, to the trust for any trust purpose; to receive, for any such loans, security in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust; and to be reimbursed from principal or income for any loss or expense incurred because of his or her owning or holding any property in the trust. The Trustee is expressly authorized to loan (with or without security) the funds of the trust to the executor or administrator of the Trustor's estate or, after Trustor's death, to any Trust created by the Trustor on the terms and conditions, and at the fair and reasonable rate of interest, that the executor or administrator or trustee of such other trust and the Trustee agree on.

F. Rights in Securities. To have all the rights, powers, and privileges of an owner with respect to securities held in the trust, including but not limited to the power to vote, give proxies, and pay assessments and other sums the Trustee deems necessary to protect the trust property; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, in so participating, to deposit securities with and transfer title to any protective or other committee on terms the Trustee deems advisable; to exercise or sell stock subscriptions or conversion rights; and to accept and retain as an investment any securities or other property received through exercising any of the foregoing powers, regardless of any limitations elsewhere in this agreement on investments by the Trustee.

G. Distributions in Kind. To partition, allot, and distribute (pro rata or otherwise) the trust property in kind, including undivided interests in any property, or partly in money and partly in kind, upon any division or partial or final distribution of the trust and to sell its property as the Trustee deems necessary in making any such divisions or distributions.

H. Equalizing Income Payments. To budget the estimated annual income and expenses of the trust in a manner that equalizes, as far as practicable, periodic income payments to beneficiaries.

I. Equalizing Tax Benefits. To take any action and make any election to minimize the tax liabilities of the trust and its beneficiaries and to allocate the consequent benefits among the various beneficiaries; and to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, so as 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 or more beneficiaries over any others.

J. Paying Beneficiary's Death Taxes. To pay from the trust, and to allocate between income and principal, both any inheritance, estate, or other death taxes occasioned by the death of any beneficiary of the trust and any generation-skipping transfer taxes resulting from any taxable termination with respect to the trust, such payments and allocations to be made to the extent that such taxes are attributable to the trust or any part of it.

K. Life Insurance. To purchase life insurance policies on the life of any person and to exercise all options, benefits, rights and privileges of ownership and control respecting those policies, including the right to borrow upon the policies and to pledge them for loans. If sufficient funds are not available to the Trustee to pay any premium or any other charge on any policy, the Trustee may borrow upon the policy or any other policy or policies held by the Trustee, utilize any available policy feature, or adopt any other reasonable course of action that the Trustee deems appropriate. Upon receiving proof of the death of the insured or of the maturity of any policy held under this trust agreement, the Trustee shall make reasonable efforts to collect and receive any and all sums of money payable under it, including the maintenance or defense of any lawsuit, but need not enter into or maintain any litigation, endorse payments or policies, or take any other action with respect to any policy until the Trustee has been indemnified to his or her satisfaction against all expenses and liabilities to which he or she may be subject by that action. The Trustee shall not have any duty or responsibility to inquire as to whether or not the Trustee has been designated as and is a beneficiary of any policy of which he or she has not received notice.

L. Insuring Trust Property. To carry, at the expense of the trust, the kinds and amounts of insurance that the Trustee deems advisable to protect the trust and himself against any hazard.

M. Environmental Powers and Liability. To take any action with respect to any trust asset to prevent, abate, clean up or otherwise remedy any actual or threatened violation of any federal, state or local law (including case and statutory law, as well as any regulation, rule or ordinance) relating to



the protection of the environment or human health. The Trustee shall not be liable to any beneficiary for any decrease in the value of the trust assets due to the Trustee's compliance with any such law and shall be reimbursed by the trust for all costs and liability incurred by the trustee as the result of any actual or alleged violation of any such law, except as otherwise provided in paragraph 12.11.

N. Litigation and Settlements. To commence or defend, at the expense of the trust, litigation concerning it or any of its property as the Trustee deems advisable and, in pursuing such action, to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

O. Power to Divide Certain Trusts. To divide any trust created under this agreement into two or more separate trusts for any reasonable purpose determined by the Trustee, specifically including, but not limited to, insuring that the Federal generation-skipping transfer tax inclusion ratio for any such trust shall be either zero or one.

#### ARTICLE THIRTEEN MISCELLANEOUS PROVISIONS

13.1 No Contest Clause. If any beneficiary or representative of a beneficiary of this trust attempts or voluntarily aids another's attempt to contest the validity of all or any part of either this trust or the Trustor's will, or if any such person attempts to impose a constructive trust on any property owned wholly or partly by this trust or by the Trustor at his death, then that person shall, for all purposes under this trust, be deemed to have died before the Trustor and to have had no surviving descendants. If all the beneficiaries of this trust participate in an attempt to contest it or to contest the Trustor's will, then the trust estate shall be distributed to the Trustor's heirs at law, excluding any such participant, as they are defined by the California laws of succession that are in

effect at the time of that attempted contest. The Trustee is hereby authorized to defend, at the trust's expense, any such contesting of or other attack on this trust or any of its provisions.

13.2 "Children" and "Descendants" Defined. For the purposes of this agreement, "children" means the blood lineal descendants in the first degree of the parent designated and "descendants" means the blood lineal descendants in any degree of the ancestor designated, and the terms shall include persons born both before and after this agreement is signed. If, however, a person has been adopted while under the age of twenty-one (21) years, that person and his or her descendants shall be considered descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents, and shall not be considered descendants of the natural parent, except as is otherwise provided in California Probate Code Section 6451. Any child in the process of being legally adopted at the time an adopting parent dies shall be considered adopted if subsequently legally adopted by the deceased's surviving spouse.

13.3 "The Code" Defined. As used in this agreement, "the Code" means the Internal Revenue Code of 1986, as amended.

13.4 Number and Gender. Wherever appropriate in this agreement, terms in the singular form shall include the plural (and vice versa) and any gender form shall include all others.

13.5 Captions. The captions in this agreement are included for convenience only and are not to be used in construing or interpreting its provisions.

13.6 Successor Legislation. Reference to a specific statutory provision shall also be deemed a reference to any successor statutory provision, including any amendment it may make to the provision as it originally stood, after the effective date of such successor provision, provided, however, that except as otherwise provided in this agreement, any change in the substantive provisions of Probate Code, Section 6451 or any successor to it made after this agreement is executed shall not be applicable to this agreement.

13.7 Governing Law. This agreement shall be governed by and construed according to the laws of California.

13.8 Severability. If any provision of this agreement is invalid for any reason, the invalidity of that provision shall not affect any of the other provisions of this trust agreement and all invalid provisions shall be wholly disregarded.


13.9 Construction to Avoid Estate Tax. The Trustor intends that no part of the trust shall be included in the Trustor's gross estate or DIANNE's gross estate for federal estate tax purposes and directs that the provisions of this agreement be construed and that the trust or trusts created be administered in a manner that will carry out this intent.

13.10 Ownership Designation of Assets. Unless some other designation is required, the ownership designation for

assets contributed to this trust shall be "N. COLIN LIND as  
Trustee, or the successor Trustee or Trustees, U/A/D  
January 9, 1996, creating the RICHARD C. BLUM MARITAL TRUST  
OF 1996."

BY THEIR SIGNATURES BELOW, the undersigned have  
executed this agreement, effective as of January 9, 1996.

TRUSTOR

  
\_\_\_\_\_  
RICHARD C. BLUM,  
Trustor

TRUSTEE

  
\_\_\_\_\_  
N. COLIN LIND,  
Trustee



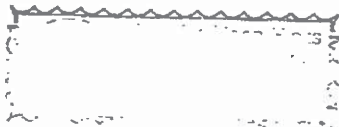
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

)  
 ) ss.  
 )

On this 9 day of January, 1996, before me,  
Judy Kathleen Hicks, a Notary Public, personally appeared  
 RICHARD C. BLUM, personally known to me (or 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, and that by his  
 signature on the instrument the person, or the entity upon behalf  
 of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Judy Kathleen Hicks  
 Notary Public

STATE OF CALIFORNIA

COUNTY OF

)  
 ) ss.  
 )

On this 9 day of January, 1996, before me,  
Judy Kathleen Hicks, a Notary Public, personally appeared  
 N. COLIN LIND, personally known to me (or 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, and that by his  
 signature on the instrument the person, or the entity upon behalf  
 of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Judy Kathleen Hicks  
 Notary Public

# Exhibit B

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**EXHIBIT B  
TO  
PETITION TO APPOINTMENT OF TRUSTEE**



# RAMSBACHER PROKEY LEONARD LLP

June 14, 2022

**Via U.S. Mail**

Senator Dianne Feinstein  
c/o Richard L. Greene, Esq.  
Fox Rothschild LLP  
345 California Street, Suite 2200  
San Francisco, CA 94104-2620

**Re: Richard C. Blum Marital Trust of 1996**

Senator Feinstein:

During his life, Richard C. Blum established the Richard C. Blum Marital Trust of 1996 (the "Trust"). On March 15, 2022, Mark Vorsatz executed a Resignation of Co-Trustee of the Trust. Pursuant to the terms of the Trust, the resignation became effective on April 15, 2022. The remaining Co-Trustees of the Trust are Michael R. Klein and Marc T. Scholvinck.

When there is a change of trustee to an irrevocable trust, notice must be sent to certain beneficiaries of such trust. You are the current beneficiary of the Trust. Enclosed is the notice as required pursuant to California law.

Also enclosed is a copy of the trust agreement governing the Trust.

Please know that this notice is being delivered by our firm in our representation of Michael Klein and Marc Scholvinck, as Co-Trustees of the Trust.

Sincerely,

Alison B. Merino

ABM/tc

Enclosures

cc: Michael Klein, Co-Trustee (w/ encl.) (via e-mail)  
Marc Scholvinck, Co-Trustee (w/ encl.) (via e-mail)  
John W. Prokey, Esq.  
Terra Cloutier, Paralegal

**NOTIFICATION BY TRUSTEE  
PURSUANT TO PROBATE CODE § 16061.7(a)(2)**

RICHARD C. BLUM, in his capacity as Trustor, established the RICHARD C. BLUM MARITAL TRUST OF 1996 on January 9, 1996 (the "Trust"). Mark Vorsatz executed a Resignation of Co-Trustee on March 15, 2022, and such resignation became effective on April 15, 2022 pursuant to the terms of the Trust. Pursuant to Probate Code §16061.7, the current Co-Trustees of the Trust provide the following Notification:

1. The name, mailing address and telephone number of the Co-Trustees of the Trust are set forth below:

MICHAEL R. KLEIN and MARC T. SCHOLVINCK  
909 Montgomery Avenue, Suite 400  
San Francisco, CA 94133  
(408) 293-3616

2. The address of the principal place of trust administration pursuant to Probate Code §17002 is set forth below:

111 West Saint John Street, Suite 1200  
San Jose, CA 95113


3. All communication to the Co-Trustees regarding the terms of the Trust or its administration should be directed to the Co-Trustees' attorneys at the address and telephone number set forth below:

John W. Prokey, Esq. or Alison B. Merino, Esq.  
Ramsbacher Prokey Leonard LLP  
P.O. Box 1868  
San Jose, CA 95109  
(408) 293-3616

4. Under the terms of the trust instrument, there is no additional information required to be disclosed by this notice.

5. You are entitled, upon reasonable request, to receive from the Co-Trustees a true and complete copy of the terms of the Trust; accordingly, a true and complete copy of the trust instrument and amendments are enclosed with this notice.

Date: June 14, 2022

  
\_\_\_\_\_  
Alison B. Merino, Esq.  
Attorney for Co-Trustees

### PROOF OF SERVICE BY MAIL

I am over the age of 18 and not a party to the within action; I am employed in the County of Santa Clara where the mailing occurred; my business address is 111 W. Saint John Street, Suite 1200, San Jose, California 95113.

On June 14, 2022, I served the attached **NOTIFICATION BY TRUSTEE PURSUANT TO CALIFORNIA PROBATE CODE § 16061.7(a)(2)** on each person named below by enclosing a copy in an envelope addressed as shown below and placing the envelope for collection and mailing on the date and at the place shown above following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepared to each of the following:

Senator Dianne Feinstein  
c/o Richard L. Greene, Esq.  
Fox Rothschild LLP  
One Front Street, Suite 3200  
San Francisco, CA 94111

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

Dated: June 14, 2022

  
Terra Cloutier

ORIGINAL DOCUMENT  
In State

IRREVOCABLE TRUST AGREEMENT  
CREATING THE  
RICHARD C. BLUM MARITAL TRUST OF 1996

THIS AGREEMENT is executed by RICHARD C. BLUM as Trustor and N. COLIN LIND as Trustee.

ARTICLE ONE  
NAME OF TRUST

The name of this trust shall be the "RICHARD C. BLUM MARITAL TRUST OF 1996."

ARTICLE TWO  
FAMILY STATUS OF THE TRUSTOR

The Trustor is married to DIANNE FEINSTEIN, who is referred to in this agreement as "DIANNE". The Trustor has three children from a prior marriage, whose names and dates of birth are:

ANNETTE CYNTHIA BLUM	July 8, 1961
HEIDI JEANNE BLUM	June 8, 1964
EILEEN JOHANNA BLUM	March 2, 1968

The Trustor has no other children, either living or deceased.

ARTICLE THREE  
TRUST PROPERTY

The Trustor is contributing Ten Thousand Dollars (\$ 10,000.00 ) of his separate property to this trust at the time of its creation. Additional property may be added to the trust by any appropriate legal means, and that property shall

also be covered by these provisions, provided that the Trustee shall have the power to reject any property that he or she does not deem suitable.

**ARTICLE FOUR**  
**TRUST IS IRREVOCABLE**

This trust is irrevocable and may not be altered or amended.

**ARTICLE FIVE**  
**ADMINISTRATION DURING TRUSTOR'S LIFETIME**

During the lifetime of the Trustor, the Trustee shall hold and administer the trust property as follows:

5.1 Withdrawal Powers. DIANNE, if she is living and is married to the Trustor on the date he makes a contribution to the trust (the "withdrawal power beneficiary") shall have the right to make a withdrawal from the trust in accordance with the following provisions:

A. Right of Withdrawal. Each time the Trustor makes a contribution to the trust, the withdrawal power beneficiary may withdraw an amount of the trust property having a value equal to the smallest of the following:

- (1) The amount of the contribution.
- (2) The annual exclusion amount allowable for that beneficiary (reduced by any previous transfers made during that calendar year and charged against the annual exclusion amount allowable for that beneficiary). For purposes



of the preceding sentence, the annual exclusion amount means the amount of the maximum allowable exclusion under Section 2503(b) of the Code against taxable gifts from that donor to that withdrawal power beneficiary during that calendar year.

(3) The maximum amount over which the beneficiary can have a power of withdrawal without its lapse in such year being a release of such power under Section 2514(e) of the Code. For purposes of this subparagraph, that amount shall be adjusted to reflect any powers of withdrawal or appointment which the beneficiary previously has allowed to lapse during the year.

B. Exercise and Lapse of Right of Withdrawal.

Withdrawals shall be made by delivering a written request for the withdrawal to the Trustee within thirty (30) days after the date of the contribution. The right to withdraw set forth in this paragraph 5.1 is not cumulative, so that if a withdrawal power beneficiary does not exercise that right in full on or before thirty (30) days after the date of the contribution, the right to withdraw any amount not withdrawn shall lapse.

C. Satisfaction of Right of Withdrawal. If the beneficiary fails to demand the actual property contributed to the trust, the Trustee may distribute to the beneficiary requesting withdrawal other trust assets selected by the Trustee, whose total value is equal to the value of the requested property on the date the Trustee receives the request for withdrawal.

D. Definitions. For purposes of this paragraph 5.1, the terms "contribution" and "contribution to the trust estate" shall mean cash or other assets, and also shall include any indirect transfer to the trust, including, without limitation, premiums on policies of life insurance (or any interest in a life insurance policy) owned by the trust that are paid by the Trustor, or any other person or entity, directly to the insurance companies issuing the policies, rather than first being paid to the Trustee. In the case of any premium which is paid directly to an insurance company, the date of the contribution shall be deemed to be the date on which the premium payment is transmitted to the insurance company issuing the policy.

E. Exercise of Right by Fiduciary. A withdrawal power beneficiary's right of withdrawal may be exercised by the beneficiary's duly appointed and acting guardian or conservator of the estate, executor, administrator, or other duly authorized and acting legal representative.

F. Notice. The Trustee shall promptly notify the withdrawal power beneficiary in writing of each contribution to the trust and of the withdrawal power beneficiary's right of withdrawal.

G. Amendment to Section 2503(b). The Trustor is aware that on the date this agreement is executed the annual exclusion amount is Ten Thousand Dollars (\$10,000) and the Trustor specifically intends that if Section 2503(b) of the Code

is amended to change the annual exclusion amount after this agreement is executed, this paragraph 5.1 shall be construed to provide a withdrawal right over the annual exclusion amount as amended and not Ten Thousand Dollars (\$10,000). The Trustor further intends that any such amendment to Section 2503(b) of the Code shall apply to any contribution made to this trust after the effective date of that amendment.

H. Amendment to Section 2514(e). The Trustor is aware that on the date this agreement is executed, Section 2514(e) of the Code provides that the lapse of a power of appointment will not be treated as a release of a general power of appointment to the extent the lapsed power does not exceed the greater of \$5,000 or 5 percent of the aggregate value of the assets out of which, or the proceeds of which, the exercise of the lapsed powers could be satisfied (a so-called "5 or 5 power"). The Trustor specifically intends that if Section 2514(e) of the Code is amended to change the 5 or 5 power after this agreement is executed, this paragraph 5.1 shall be construed to provide a power of withdrawal over the amount of trust property, the lapse of which would not be treated as a release of a general power of appointment as provided under the amended statute and not a power of withdrawal over \$5,000 or 5 percent of the trust assets. The Trustor further intends that any such amendment to Section 2514(e) of the Code shall apply to any right of withdrawal attributable to any contribution made to this trust after the effective date of that amendment.

### 5.2 Discretionary Payments of Income and Principal.

Until the death of the Trustor, the Trustee may pay to or apply for DIANNE's benefit as much of the net income or principal, or both, of the trust as the Trustee deems to be in her best interests for any reasonable purpose if DIANNE then is living. After the death of DIANNE and while the Trustor is living, the Trustee may pay or apply to or for the benefit of any one or more of Trustor's descendants as much of the net income or principal, or both, as the Trustee determines to be in the best interests of the person or persons to or for whom such distributions are made, in equal or unequal shares, for any reasonable purpose. Despite any other provision of this agreement to the contrary, however, the Trustee shall make no distribution of trust income or principal if that distribution would have the effect of defeating a beneficiary's withdrawal power pursuant to this article.

### ARTICLE SIX ADMINISTRATION UPON TRUSTOR'S DEATH

Upon the death of the Trustor, all assets held in the trust created by this agreement and all assets added to the trust created by this agreement by reason of the Trustor's death shall be retained in a separate trust (referred to as the "1996 Dianne Feinstein Trust") and administered under ARTICLE SEVEN, if DIANNE survives the Trustor and is married to him at the date of his death. If DIANNE does not survive the Trustor, or is not married to him at the date of his death, the Trustee shall distribute the trust estate in equal shares to those of the Trustor's children

who are then living (subject, however, to the provisions of ARTICLE EIGHT with respect to any child who is under the age of forty (40)), provided that if any child of the Trustor is then deceased but leaves descendants who are then living, the share that the deceased child would have received if she were then living shall be distributed in equal shares to the deceased child's descendants by right of representation (subject to the provisions of ARTICLE NINE with respect to any Trustor's grandchild who is under the age of thirty-five (35)).

ARTICLE SEVEN  
1996 DIANNE FEINSTEIN TRUST

The Trustee shall hold and administer the Dianne Feinstein Trust as follows.

7.1 Distribution of Income. The Trustee shall pay to or apply for the benefit of DIANNE, at least quarter-annually during her lifetime, the entire net income of the 1996 Dianne Feinstein Trust.

7.2 Discretionary Distributions of Principal. The Trustee may pay to or apply for the benefit of DIANNE those amounts of the principal of the Dianne Feinstein Trust that the Trustee deems necessary for her health, education, support, or maintenance.

7.3 Distribution of Remaining Assets. Upon DIANNE's death, the 1996 Dianne Feinstein Trust shall terminate and all remaining assets of the 1996 Dianne Feinstein Trust shall be distributed in equal shares to those of the Trustor's children

who are then living (subject, however, to the provisions of ARTICLE EIGHT with respect to any child who is under the age of forty (40)), provided that if any child of the Trustor is then deceased but leaves descendants who are then living, the share that the deceased child would have received if she were then living shall be distributed in equal shares to the deceased child's descendants by right of representation (subject to the provisions of ARTICLE NINE with respect to any Trustor's grandchild who is under the age of thirty-five (35)).

**ARTICLE EIGHT**  
**ADMINISTRATION OF CHILD'S TRUST**

If one or more nondiscretionary distributions of assets otherwise would be made under the provisions of this agreement to any child of the Trustor who is under forty (40) years of age, those assets shall be retained for that beneficiary in a separate trust (referred to as a Child's Trust), which shall be held and administered as follows:

8.1 Distributions of Income and Principal. The Trustee shall pay to or apply for the benefit of the child the entire net income of the Child's Trust and as much of its principal as the Trustee deems necessary for the child's health, education, support, or maintenance.

8.2 Exercise of Discretion. In exercising his or her discretion under paragraph 8.1, the Trustee shall consider the following factors:

(1) The Trustor's desire that each of his children have the option of attending a trade school, college or professional school;

(2) The Trustor's desire that each of his children have the option of establishing themselves in a trade, business or profession; and

(3) The Trustor's desire that each of his children have the option of purchasing a home.

8.3 Termination of Child's Trust. The Trustee shall distribute one-half of the principal of the Child's Trust to the child when she reaches the age of thirty-five (35) years and the balance when she reaches the age of forty (40) years. If at the time a Child's Trust is established for the child she has reached the age of thirty-five (35) years, the Trustee shall distribute to the child one-half of the Child's Trust.

8.4 Distribution on Premature Death of Child. If any child of the Trustor dies before becoming entitled to receive distribution of her entire Child's Trust, the balance of the Child's Trust shall be distributed to those of the Trustor's descendants, in the amounts, and on the terms and conditions, either outright, in trust, or by creating further powers of appointment, that the child designates in her last will duly admitted to probate and specifically referring to and exercising this power of appointment. Any income or principal of the Child's Trust that is not appointed pursuant to the child's power of appointment shall be distributed, by right of representation,



to her descendants or, if there are none, to the Trustor's descendants, subject to the provisions of this Article with respect to any Trustor's child who is under the age of forty (40) and subject to the provisions of ARTICLE NINE with respect to any Trustor's grandchild who is under the age of thirty-five (35).

ARTICLE NINE  
ADMINISTRATION OF GRANDCHILD'S TRUST

If one or more nondiscretionary distributions of assets otherwise would be made under the provisions of this agreement to any grandchild of the Trustor who is under 35 years of age, those assets shall be retained for that beneficiary in a separate trust (referred to as a Grandchild's Trust), which shall be held and administered as follows:

9.1 Distributions of Income and Principal. The Trustee shall pay to or apply for the benefit of the grandchild the entire net income of the Grandchild's Trust and as much of its principal as the Trustee deems necessary for the grandchild's health, education, support, or maintenance.

9.2 Exercise of Discretion. In exercising his discretion under paragraph 9.1, the Trustee shall consider the following factors:

- (1) The Trustor's desire that each of his grandchildren have the option of attending a trade school, college or professional school;

(2) The Trustor's desire that each of his grandchildren have the option of establishing themselves in a trade, business or profession; and

(3) The Trustor's desire that each of his grandchildren have the option of purchasing a home.

9.3 Termination of Grandchild's Trust. The Trustee shall distribute one-half of the principal of the Grandchild's Trust to the grandchild when he or she reaches the age of 30 years and the balance when he or she reaches the age of 35 years. If at the time a Grandchild's Trust is established for the grandchild he or she has reached the age of 30 years, the Trustee shall distribute to the grandchild one-half of the Grandchild's Trust.

9.4 Distribution on Premature Death of Grandchild. If any grandchild of the Trustor dies before becoming entitled to receive distribution of his or her entire Grandchild's Trust, the balance of the Grandchild's Trust shall be distributed to those of the Trustor's descendants in the amounts, and on the terms and conditions, either outright, in trust, or by creating further powers of appointment, that the grandchild designates in his or her last will duly admitted to probate and specifically referring to and exercising this power of appointment. Any income or principal of the Grandchild's Trust that is not appointed pursuant to the grandchild's power of appointment shall be distributed, by right of representation, to his or her descendants or, if there are none, to the Trustor's descendants,

by right of representation, and subject to the provisions of ARTICLE EIGHT with respect to any Trustor's child who is under the age of forty (40), and subject to the provisions of ARTICLE NINE with respect to any Trustor's grandchild who is under the age of thirty-five (35).

ARTICLE TEN  
ULTIMATE GIFT OVER

Any part of any trust created by this agreement that is not disposed of under the foregoing provisions shall be distributed to the Trustor's heirs as if the Trustor had died intestate at the time of distribution and had been unmarried and domiciled in California, the identity of such heirs to be determined according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect when the Trustor dies.

ARTICLE ELEVEN  
TRUST ADMINISTRATIVE PROVISIONS

To carry out the terms of any trust created by this agreement, the Trustee and all other interested parties shall be bound by and act according to the following general provisions.

11.1 Perpetuities Savings Clause. Unless sooner terminated in accordance with other provisions of this trust agreement, each trust created under this trust agreement shall terminate twenty-one (21) years after the death of the last survivor of the Trustor, DIANNE, the Trustor's descendants and

DIANNE's descendants who are living at the date this agreement is executed. All principal and undistributed income of any trust so terminated shall be distributed to the then living income beneficiaries of that trust in the proportions to which, at the time of termination, they are entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this provision shall be made by right of representation to those of the Trustor's descendants who then are entitled or authorized in the Trustee's discretion to receive payments from the trust, and if none, then to those persons who then are entitled or authorized in the Trustee's discretion to receive payments from the trust.

11.2 Treatment of Accrued Income. Any income that is accrued or unpaid on property at the time it is received by the trust created by this agreement shall, when that income is received by the trust, be treated as any other trust income. On DIANNE's death, any income accrued and held undistributed by the Trustee in the 1996 Dianne Feinstein Trust shall be distributed to those persons (including DIANNE's estate or creditors), in the amounts, and on the terms and conditions that DIANNE designates in her last will duly admitted to probate and specifically referring to and exercising this general power of appointment. Any accrued or undistributed income of the 1996 Dianne Feinstein Trust that is not distributed pursuant to DIANNE's testamentary power of appointment over accrued and undistributed income and

any income accrued or held undistributed by the Trustee when any other trust is terminated shall be distributed to the person or persons who succeed to the beneficiary's interest in the trust, in proportion to their individual interests in it.

11.3 Allocations Between Principal and Income. All determination of what is principal and income and all apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Principal and Income Law that are in effect at the time such matters arise, and, if there are no such provisions of law governing any such matters, they shall be determined according to the rules of good trust accounting practice.

11.4 No Segregation of Trusts. The various trusts created by this agreement need not be physically divided or segregated except as this may be required when any trust is terminated, but the Trustee shall keep separate accounts for the different undivided interests.

11.5 Unified Administration of Corresponding Trusts. If at any time there exists a trust whose terms are substantially the same as those of any trust created under this agreement and if the Trustee determines that the unified administration of those two trusts would be preferable to their separate administration, the Trustee may terminate any such trust created under this agreement and distribute the assets to the trustee of the corresponding trust, or, in the Trustee's discretion, may accept the assets of the corresponding trust and administer them

together with the assets of the trust created under this agreement. In determining whether the unified administration of any trusts would be preferable to their separate administration, the Trustee shall consider the tax consequences of the various alternatives. No trust which includes any provision which would cause any portion of this trust to be includable in the Trustor's gross estate or in DIANNE's gross estate for federal estate tax purposes which would not otherwise be includable shall be considered to have terms substantially the same as this trust.

11.6 Provisions Regarding Residence in Trust. The provisions of this paragraph shall apply to all real property that is acquired by any trust created by this agreement in which DIANNE is an income beneficiary and that, at the Trustor's death, DIANNE and the Trustor were using for residential purposes, on a full-time or part-time basis, including secondary and vacation property (collectively referred to as "Residential Property").

A. Right to Occupy Property. During her lifetime, DIANNE shall have the right to occupy any Residential Property without obligation to pay rent.

B. Allocation of Expenses. The Trustee shall pay that part of mortgage or trust deed payments, property taxes, assessments, insurance premiums, and expenses of maintenance and repair that is proportionate to the interest held in any Residential Property by each of the trusts created by this agreement, but the payments made by the Trustee pursuant to this

paragraph shall be charged to principal or income as provided in paragraph 11.3.

C. Sale or Exchange of Residential Property.

DIANNE, in her discretion, may direct the Trustee to sell any Residential Property and replace it with or rent or lease another Residential Property of her selection and of equal or lesser value. The investment of the trust in and the indebtedness of the trust, if any, relating to the new Residential Property shall not exceed the trust's share of the net proceeds from the sale and the trust's share of indebtedness, if any, secured by the old Residential Property. The new Residential Property shall be held under the terms and conditions of paragraph 11.6. Where DIANNE directs the Trustee to rent or lease another Residential Property, the Trustee shall pay that part of the rent and other expenses chargeable to the tenant that is proportionate to the interest held by each of the trusts created by this agreement, and the payments made by the Trustee pursuant to this paragraph shall be charged to income.

D. Consent to Sale. The Trustee shall sell any Residential Property only with DIANNE's consent, provided that if DIANNE is incapacitated, her consent shall not be required.

E. Trustor's Intent. It is the Trustor's intent that DIANNE continue to be able to use any Residential Property for so long as she is able and desirous of doing so, provided that such use does not impair the resources that will likely be required to satisfy her long term needs for health, education,



support and maintenance. Accordingly, the Trustee is directed to take into account the impact of the charges to income associated with permitting DIANNE's use of the Residential Property in accordance with this paragraph in determining whether discretionary distributions from the principal of any trust created by this agreement should be made to DIANNE for her health, education, support or maintenance, if such distributions are permitted by this agreement.

11.7 Spendthrift Clause. No beneficiary shall have the right to assign or hypothecate his or her interest in the principal or income of the trust in any manner whatsoever, nor shall that interest, before being received by the beneficiary, be subject to any claims of a beneficiary's creditors or to attachment, execution, or any other such legal process.

11.8 Administering Property Subject to Powers of Appointment. If no document endeavoring to exercise a testamentary power of appointment provided in this agreement has been presented to the Trustee or the Probate Court within six months of the death of the holder of the power, the Trustee shall administer the property subject to the power of appointment as though the power was not exercised, and the Trustee shall incur no liability to anyone by making that distribution. Nothing in the foregoing is intended at an earlier time if he or she believes no such document exists and deems such administration to be in the best interests of the beneficiaries.

11.9 No Distribution to Discharge Parental Obligation to Support. Despite anything in this agreement to the contrary, the Trustee shall not make any distribution of income or principal to or for the benefit of a beneficiary where that distribution discharges a legal obligation of the beneficiary's parents to support him or her.

11.10 "Education" Defined. Whenever this agreement provides for payment for the education of a beneficiary, the term "education" shall be construed to include study at any level, as long as pursued to advantage by the beneficiary, at a public or private institution of the beneficiary's choice. In determining payments for such education, the Trustee shall consider the beneficiary's related living and travel expenses that are reasonable.

11.11 Payments to Minor. The Trustee may make payments to a beneficiary who is a minor or under other legal disability by making payments to the guardian or conservator of his or her person, to any custodian of the beneficiary under the California Uniform Transfers to Minors Act, or to any other suitable person taking care of or residing with the beneficiary, or the Trustee may apply payments directly for the beneficiary's benefit. The Trustee may make payments directly to a minor beneficiary if, in the Trustee's judgment, that beneficiary is of sufficient age and maturity to spend the money properly.

11.12 Duty of Trustee to Confer with Guardian. The Trustee shall confer with the guardian, conservator, or other

personal representative of each beneficiary who is a minor or under other legal disability and, wherever appropriate, with each such beneficiary himself or herself to ascertain the beneficiary's financial needs.

11.13 Considering Burden on Guardian. In making payments for the health, education, support, or maintenance of a beneficiary, the Trustee shall construe his or her authority liberally to permit payments that may reasonably be considered necessary to ease the financial burden placed by the beneficiary's presence in the household on the guardian of the person of the beneficiary or on any other suitable person with whom the beneficiary resides, as well as on the family of that guardian or person. No Trustee shall exercise any authority described in this paragraph in any manner which will directly or indirectly benefit the Trustee personally. Nothing in this paragraph shall prevent the Trustee's co-Trustee or successor Trustee from exercising the authority described in this paragraph, and such co-Trustee or successor Trustee shall have the power to do so without the Trustee's being required to resign.

11.14 Considerations Affecting Trustee's Distributions for Beneficiary's Health, Education, Support, or Maintenance.

Wherever in this agreement the Trustee is directed to distribute income or principal, or both, in the amounts he or she deems necessary for the health, education, support, or maintenance of a beneficiary, the Trustee shall consider any other income and

means of support of the beneficiary that are known to the Trustee and reasonably available for these purposes. In making such distributions, the Trustee's standard for determining what is necessary for a beneficiary's health, education, support, or maintenance shall be that beneficiary's accustomed standard of living.

11.15 Marital Deduction Savings Clause. The Trustor intends that if DIANNE survives the Trustor and is married to him at the time of his death, and if (despite the Trustor's intention stated in paragraph 13.9) all or any portion of the trust is included in the Trustor's gross estate for Federal estate tax purposes, and if the Trustor's executor makes an appropriate election with respect to the 1996 Dianne Feinstein Trust, the 1996 Dianne Feinstein Trust shall be qualified terminable interest property that will entitle the Trustor's estate to a marital deduction for Federal estate tax purposes pursuant to Section 2056(b)(7) of the Code. If DIANNE survives the Trustor and is married to him at the time of his death, DIANNE shall be entitled to all of the income of the 1996 Dianne Feinstein Trust (that income to be paid quarter-annually or more often). No person shall have the power (exercisable during DIANNE's lifetime) to appoint any part of the 1996 Dianne Feinstein Trust to any person other than DIANNE. The Trustor directs that each of the provisions of this agreement be construed in accordance with this intention.

11.16 Termination of Trust by Trustee. If, at any time, the Trustee determines that the assets in any trust created by this agreement are so small in value that administering the trust is no longer economically desirable, that the cost of administering it is disproportionate to the value of the assets, or that continuing to administer it is no longer in the best interests of the beneficiaries, the Trustee may terminate that trust. Upon any such termination, the Trustee shall distribute the property of the terminated trust to the persons then entitled to receive income from it or who are then entitled to have it accumulated for their benefit in the same shares as those mandated for the distribution or accumulation of income by the terms of the trust agreement. If the right to have income distributed or accumulated in specified shares is not mandated by the terms of the trust agreement, the Trustee shall distribute the trust principal, together with undistributed income, by right of representation to those of the Trustor's descendants who then are entitled or authorized in the Trustee's discretion to receive payments of income from the trust. No Trustee who is an income beneficiary of any trust created by this agreement shall exercise any discretion concerning that trust's termination pursuant to this paragraph.

11.17 Distributions to Beneficiaries Under Twenty-One. If a distribution of assets otherwise would be made under the provisions of this agreement to any beneficiary who is not a child or grandchild of the Trustor and who is under the age of

twenty-one (21) years, those assets shall be distributed to a custodian nominated by the Trustee to be held for the benefit of the beneficiary under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of twenty-one (21) years.

ARTICLE TWELVE  
PROVISIONS RELATING TO OFFICE OF TRUSTEE

12.1 Appointment of Trustee.

A. During Trustor's Lifetime. The original Trustee of the trust created by this agreement shall be N. COLIN LIND, and he shall have the power to designate the immediate and all subsequent successor Trustees or co-Trustees to serve if he becomes unwilling or unable to serve.

B. After Trustor's Death. After the Trustor's death, RICHARD W. CANADY shall serve as Trustee of the Trust. If he fails to become or is unwilling to serve as Trustee, GARY WILSON shall serve as successor Trustee.

12.2 Filling of Vacancies in Trusteeship. If a vacancy occurs in the trusteeship of any trust created under this agreement and no person is appointed as provided above to fill that vacancy, the adult income beneficiaries and the guardians of all minor income beneficiaries of that trust shall, by a majority in interest, choose a successor Trustee.

12.3 Designation of Successors. Any designation of successor Trustees that is made pursuant to a power granted by a provision of this agreement shall be valid only if the

designation specifically refers to the provision granting that power and is made in the designating person's last will or in a notarized document delivered to the designated successor or in a document delivered to the Trustee or, if there is none, to the adult income beneficiaries and the parents or legal guardians of any minor income beneficiaries. If two or more designations conflict, the latest shall govern.

12.4 Powers and Duties of Successor Trustee. All successor Trustees shall have the same duties, powers, and discretion as the original Trustee. A successor Trustee may accept the trust assets delivered to him or her by his or her predecessor Trustee as constituting the entire trust estate, and shall not be required to take any action to recover further assets or to investigate any act done by any predecessor Trustee. No successor Trustee shall be required to bring an action to determine what constitutes the trust estate or to obtain possession of any trust asset.

12.5 Restricting or Disclaiming Trustee's Powers. The Trustee shall have the power to restrict the scope of or to disclaim or release any power that the Trustee may hold in connection with any trust created by this agreement, whether that power is expressly granted in this agreement or implied by law. The Trustee shall exercise this concomitant power by a document specifying the powers to be disclaimed, released, or restricted and the nature of any such restriction.



12.6 Compensation of Trustee. The Trustee shall be entitled to reasonable compensation for all services rendered by him, including services connected with terminating or revoking, wholly or partly, any trust created by this agreement. This compensation shall be paid wholly from principal or wholly from income or partly from both as the Trustee deems proper.

12.7 Professional Assistance to the Trustee. The Trustee is authorized to employ any custodian, investment advisor, attorney, accountant, or other agent to assist the Trustee in administering the trust. Reasonable compensation for all services performed by these agents shall be paid from the trust out of income or principal as the Trustee, in his or her discretion, determines, and this compensation shall not decrease that to which the Trustee is entitled.

12.8 Decisions of Trustee. Except as this agreement provides otherwise, if there are two co-Trustees serving, all decisions shall be unanimous and if more than two co-Trustees are serving, the decision of the majority shall control. Despite anything in this paragraph to the contrary, any co-Trustee shall have the power to bind the trust in any transaction obligating the Trustees to spend One Thousand Dollars (\$1,000) or less and not involving a distribution of trust assets to a beneficiary. No co-Trustee shall have any liability whatsoever as the result of any decision to which he or she did not subscribe.

12.9 Trustee's Duty to Account and Report. The Trustee shall have a duty to report information about any trust

created by this agreement as provided in Section 16061 of the California Probate Code and a duty to account to the beneficiaries of that trust as provided in Section 16062 of the California Probate Code only to the person or persons to whom income or principal, or both, of that trust is required or authorized in the Trustee's discretion to be currently distributed and only upon the written request of any such person. If any person upon whose written request the Trustee is required to report or account is a minor or is incompetent, the written request described above may be made on behalf of that minor or incompetent person by the guardian or conservator of his or her estate or by his or her attorney-in-fact under a general durable power of attorney.

12.10 Effect of Notice to Trustee. Until the Trustee has received written notice of any birth, death, marriage, or other event on which the right to receive distributions from this trust might depend, the Trustee shall be free from liability to any beneficiary for any distribution made in good faith as though that event had not occurred.

12.11 Exculpatory Provisions. The Trustee shall not be liable for any exercise or failure to exercise any discretion granted him or her under this agreement as long as that exercise or failure to exercise is reasonable and made in good faith. No successor Trustee shall be liable for any acts of misfeasance or malfeasance committed by any predecessor.

12.12 Resignation of Trustee. Any Trustee may resign at any time by sending notice of his or her resignation, by United States mail and with postage paid, to the persons then entitled to receive trust income at their most recently furnished addresses, and the resignation shall take effect on the thirty-first day after the date the notice was mailed. In the case of a corporate Trustee, an affidavit of any officer of the corporate Trustee shall be conclusive evidence of the date the notice was mailed.

12.13 Waiver of Bond. No bond shall be required of any individual Trustee regardless of how appointed.

12.14 Limitations on Powers of the Trustee. All powers given to the Trustee by this agreement are exercisable by the Trustee only in a fiduciary capacity. No power given to the Trustee under this agreement shall be construed to enable the Trustor or any other person to purchase, exchange, or otherwise deal with or dispose of the trust corpus or income for less than adequate consideration in money or money's worth or to make loans to any donor to the trust unless those loans are adequately secured and bear a reasonable rate of interest, or to exercise any power of administration set forth in Internal Revenue Code Section 675(4) or any successor statute in a non-fiduciary capacity.

12.15 Powers of the Trustee. To achieve the purposes of any trust that this agreement creates and subject to any limitations stated elsewhere in it, the Trustee is vested with

the following powers in addition to those now or hereafter conferred by law. The enumeration of certain powers of the Trustee shall not limit his or her general powers. Subject to his or her fiduciary obligations, the Trustee shall be vested with and shall have all the rights, powers, and privileges that would be had by an absolute owner of the property of the trust.

A. Holding Existing Property. To continue to hold any property, including shares of a corporate Trustee's own stock, and to operate, at the risk of the trust, any business that the Trustee receives or acquires under this agreement for as long as he or she deems advisable. The Trustee is expressly authorized to buy or otherwise acquire unproductive property but shall promptly dispose of any unproductive property in the 1996 Dianne Feinstein Trust if DIANNE requests in writing that he or she do so, regardless of whether that property was received by the Trustee under this agreement, purchased by the Trustee, or otherwise acquired by the Trustee. Nothing in this paragraph shall be deemed a waiver of California Probate Code Section 16311.

B. Managing and Disposing of Trust Property. To manage, control, grant options on, sell for cash or on deferred payments, lease, convey, exchange, partition, divide, subdivide, improve, and repair any property of the trust; to grant terms effective during or extending beyond the term of the trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; to enter into community oil leases and pooling and unitization agreements; to create restrictions, easements, and other servitudes; to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; and to institute, compromise, and defend actions and proceedings.

C. Investment Powers. To invest and reinvest the trust principal and income, if accumulated, and to use it to buy or otherwise acquire every kind of property and to make every kind of investment, whether or not authorized by law for the investment of trust funds, specifically including but not limited to interest-bearing accounts; corporate obligations of every kind; stocks, preferred or common, including stock of any corporate Trustee; mortgage participations; shares of investment trusts; investment companies; mutual funds; common trust funds including funds administered by any Trustee; general partnerships; limited partnerships (as either a general or limited partner); limited liability companies; joint ventures; and unincorporated business enterprises. The Trustee shall have the right to invest in any common or commingled trust funds

operated and controlled by a corporate Trustee, such investment to conform with the provisions of and any amendments to the documents establishing any such common trust fund.

D. Borrowing Powers. To borrow money for any trust purpose on terms the Trustee deems proper and to obligate the trust for repayment; and in so borrowing to encumber the trust or any trust property by mortgage, deed of trust, pledge, or other means, using whatever procedures he or she deems advisable to consummate such borrowing.

E. Loans from Trustee. To advance funds, on which he or she may charge interest at fair and reasonable rates, to the trust for any trust purpose; to receive, for any such loans, security in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust; and to be reimbursed from principal or income for any loss or expense incurred because of his or her owning or holding any property in the trust. The Trustee is expressly authorized to loan (with or without security) the funds of the trust to the executor or administrator of the Trustor's estate or, after Trustor's death, to any Trust created by the Trustor on the terms and conditions, and at the fair and reasonable rate of interest, that the executor or administrator or trustee of such other trust and the Trustee agree on.

F. Rights in Securities. To have all the rights, powers, and privileges of an owner with respect to securities held in the trust, including but not limited to the power to vote, give proxies, and pay assessments and other sums the Trustee deems necessary to protect the trust property; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, in so participating, to deposit securities with and transfer title to any protective or other committee on terms the Trustee deems advisable; to exercise or sell stock subscriptions or conversion rights; and to accept and retain as an investment any securities or other property received through exercising any of the foregoing powers, regardless of any limitations elsewhere in this agreement on investments by the Trustee.

G. Distributions in Kind. To partition, allot, and distribute (pro rata or otherwise) the trust property in kind, including undivided interests in any property, or partly in money and partly in kind, upon any division or partial or final distribution of the trust and to sell its property as the Trustee deems necessary in making any such divisions or distributions.

H. Equalizing Income Payments. To budget the estimated annual income and expenses of the trust in a manner that equalizes, as far as practicable, periodic income payments to beneficiaries.



I. Equalizing Tax Benefits. To take any action and make any election to minimize the tax liabilities of the trust and its beneficiaries and to allocate the consequent benefits among the various beneficiaries; and to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, so as 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 or more beneficiaries over any others.

J. Paying Beneficiary's Death Taxes. To pay from the trust, and to allocate between income and principal, both any inheritance, estate, or other death taxes occasioned by the death of any beneficiary of the trust and any generation-skipping transfer taxes resulting from any taxable termination with respect to the trust, such payments and allocations to be made to the extent that such taxes are attributable to the trust or any part of it.

K. Life Insurance. To purchase life insurance policies on the life of any person and to exercise all options, benefits, rights and privileges of ownership and control respecting those policies, including the right to borrow upon the policies and to pledge them for loans. If sufficient funds are not available to the Trustee to pay any premium or any other charge on any policy, the Trustee may borrow upon the policy or any other policy or policies held by the Trustee, utilize any available policy feature, or adopt any other reasonable course of action that the Trustee deems appropriate. Upon receiving proof of the death of the insured or of the maturity of any policy held under this trust agreement, the Trustee shall make reasonable efforts to collect and receive any and all sums of money payable under it, including the maintenance or defense of any lawsuit, but need not enter into or maintain any litigation, endorse payments or policies, or take any other action with respect to any policy until the Trustee has been indemnified to his or her satisfaction against all expenses and liabilities to which he or she may be subject by that action. The Trustee shall not have any duty or responsibility to inquire as to whether or not the Trustee has been designated as and is a beneficiary of any policy of which he or she has not received notice.

L. Insuring Trust Property. To carry, at the expense of the trust, the kinds and amounts of insurance that the Trustee deems advisable to protect the trust and himself against any hazard.

M. Environmental Powers and Liability. To take any action with respect to any trust asset to prevent, abate, clean up or otherwise remedy any actual or threatened violation of any federal, state or local law (including case and statutory law, as well as any regulation, rule or ordinance) relating to

the protection of the environment or human health. The Trustee shall not be liable to any beneficiary for any decrease in the value of the trust assets due to the Trustee's compliance with any such law and shall be reimbursed by the trust for all costs and liability incurred by the trustee as the result of any actual or alleged violation of any such law, except as otherwise provided in paragraph 12.11.

N. Litigation and Settlements. To commence or defend, at the expense of the trust, litigation concerning it or any of its property as the Trustee deems advisable and, in pursuing such action, to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

O. Power to Divide Certain Trusts. To divide any trust created under this agreement into two or more separate trusts for any reasonable purpose determined by the Trustee, specifically including, but not limited to, insuring that the Federal generation-skipping transfer tax inclusion ratio for any such trust shall be either zero or one.

#### ARTICLE THIRTEEN MISCELLANEOUS PROVISIONS

13.1 No Contest Clause. If any beneficiary or representative of a beneficiary of this trust attempts or voluntarily aids another's attempt to contest the validity of all or any part of either this trust or the Trustor's will, or if any such person attempts to impose a constructive trust on any property owned wholly or partly by this trust or by the Trustor at his death, then that person shall, for all purposes under this trust, be deemed to have died before the Trustor and to have had no surviving descendants. If all the beneficiaries of this trust participate in an attempt to contest it or to contest the Trustor's will, then the trust estate shall be distributed to the Trustor's heirs at law, excluding any such participant, as they are defined by the California laws of succession that are in



effect at the time of that attempted contest. The Trustee is hereby authorized to defend, at the trust's expense, any such contesting of or other attack on this trust or any of its provisions.

13.2 "Children" and "Descendants" Defined. For the purposes of this agreement, "children" means the blood lineal descendants in the first degree of the parent designated and "descendants" means the blood lineal descendants in any degree of the ancestor designated, and the terms shall include persons born both before and after this agreement is signed. If, however, a person has been adopted while under the age of twenty-one (21) years, that person and his or her descendants shall be considered descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents, and shall not be considered descendants of the natural parent, except as is otherwise provided in California Probate Code Section 6451. Any child in the process of being legally adopted at the time an adopting parent dies shall be considered adopted if subsequently legally adopted by the deceased's surviving spouse.

13.3 "The Code" Defined. As used in this agreement, "the Code" means the Internal Revenue Code of 1986, as amended.

13.4 Number and Gender. Wherever appropriate in this agreement, terms in the singular form shall include the plural (and vice versa) and any gender form shall include all others.

13.5 Captions. The captions in this agreement are included for convenience only and are not to be used in construing or interpreting its provisions.

13.6 Successor Legislation. Reference to a specific statutory provision shall also be deemed a reference to any successor statutory provision, including any amendment it may make to the provision as it originally stood, after the effective date of such successor provision, provided, however, that except as otherwise provided in this agreement, any change in the substantive provisions of Probate Code, Section 6451 or any successor to it made after this agreement is executed shall not be applicable to this agreement.

13.7 Governing Law. This agreement shall be governed by and construed according to the laws of California.

13.8 Severability. If any provision of this agreement is invalid for any reason, the invalidity of that provision shall not affect any of the other provisions of this trust agreement and all invalid provisions shall be wholly disregarded.


13.9 Construction to Avoid Estate Tax. The Trustor intends that no part of the trust shall be included in the Trustor's gross estate or DIANNE's gross estate for federal estate tax purposes and directs that the provisions of this agreement be construed and that the trust or trusts created be administered in a manner that will carry out this intent.

13.10 Ownership Designation of Assets. Unless some other designation is required, the ownership designation for

assets contributed to this trust shall be "N. COLIN LIND as  
Trustee, or the successor Trustee or Trustees, U/A/D  
January 9, 1996, creating the RICHARD C. BLUM MARITAL TRUST  
OF 1996."

BY THEIR SIGNATURES BELOW, the undersigned have  
executed this agreement, effective as of January 9, 1996.

TRUSTOR

  
\_\_\_\_\_  
RICHARD C. BLUM,  
Trustor

TRUSTEE

  
\_\_\_\_\_  
N. COLIN LIND,  
Trustee

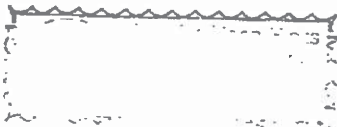
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

)
) ss.
)

On this 9 day of January, 1996, before me,  
Judy Kathleen Hicks, a Notary Public, personally appeared  
 RICHARD C. BLUM, personally known to me (or 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, and that by his  
 signature on the instrument the person, or the entity upon behalf  
 of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Judy Kathleen Hicks  
 Notary Public

STATE OF CALIFORNIA

COUNTY OF

)
) ss.
)

On this 9 day of January, 1996, before me,  
Judy Kathleen Hicks, a Notary Public, personally appeared  
 N. COLIN LIND, personally known to me (or 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, and that by his  
 signature on the instrument the person, or the entity upon behalf  
 of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Judy Kathleen Hicks  
 Notary Public

# Exhibit C

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**EXHIBIT C  
TO  
PETITION TO APPOINTMENT OF TRUSTEE**

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**APPOINTMENT OF KATHERINE FEINSTEIN AS TRUSTEE OF  
THE RICHARD C. BLUM MARITAL TRUST OF 1996**

Richard C. Blum (the settlor), created the Richard C. Blum Marital Trust of 1996 (the Trust) on January 9, 1996. The Trust is an irrevocable trust. I, Dianne Feinstein, am the sole adult income beneficiary of the Trust during my lifetime.

None of the individuals appointed by the Trust are serving as trustee. Pursuant to Section 12.2 of the Trust, I hereby appoint Katherine Feinstein to serve as successor trustee of the Trust.

Dated: July 14, 2023 in Washington, DC.

Dianne Feinstein  
Dianne Feinstein

**ACKNOWLEDGMENT AND ACCEPTANCE BY SUCCESSOR TRUSTEE**

I, Katherine Feinstein, hereby acknowledge delivery to me of my appointment as successor trustee of the Trust. I accept the appointment to serve as successor trustee of the Trust upon execution of this Acknowledgment and Acceptance.

Dated: July 14, 2023 in San Francisco, California.

Katherine Feinstein  
Katherine Feinstein

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