

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

521  
A



**FROM:** Don Kent, Treasurer/Tax Collector

**SUBMITTAL DATE:**  
OCT 29 2012

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 179, Item 140.  
Last assessed to: Thomas E. Patrick, Trustee of his Revocable Living Trust.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Approve the claim from Craland Recoveries, Inc., agent for Jennifer L. Patrick, Successor Trustee of the Thomas E. Patrick Revocable Living Trust, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 517072005-5;

(Continued on page two)

**BACKGROUND:** (Continued on page two)

  
Don Kent, Treasurer-Tax Collector

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 4,075.46	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0.00	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0.00	For Fiscal Year:	2012-13

<b>SOURCE OF FUNDS:</b> Fund 65595 Excess Proceeds from Tax Sale	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Karen L. Johnson

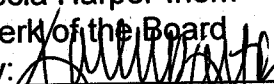
County Executive Office Signature

- Policy
- Consent
- Policy
- Consent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: November 20, 2012  
xc: Treasurer, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: | District: 5/5 | Agenda Number:

FORM APPROVED COUNTY COUNSEL  
BY: Dale A. Gardner 10/29/12  
DALE A. GARDNER Department of Encurrence

Dep't Recomm.:  
Per Exec. Ofc.:

**BOARD OF SUPERVISORS**

Form 11:

Page 2

**RECOMMENDED MOTION:** (Continued)

- 2) Authorize and direct the Auditor-Controller to issue a warrant to Craland Recoveries, Inc., agent for Jennifer L. Patrick, Successor Trustee of the Thomas E. Patrick Revocable Living Trust in the amount of \$4,075.46, no sooner than ninety days from the date of this order, unless pursuant to the California Revenue and Taxation Code Section 4675, an appeal has been filed in Superior Court.

**BACKGROUND:** (Continued)

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the March 17, 2008 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 12, 2008. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 9, 2008, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

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The Treasurer-Tax Collector has received one claim for excess proceeds:

- 1) Claim from Craland Recoveries, Inc., agent for Jennifer L. Patrick, Successor Trustee of the Thomas E. Patrick Revocable Living Trust based on an Authorization for Agent to Collect Excess Proceeds dated March 28, 2009 and April 28, 2012, a Grant Deed recorded June 30, 1993 as Instrument No. 250833, The Thomas E. Patrick Revocable Living Trust AKA The Patrick Family Trust and the death certificate of Thomas E. Patrick.

Pursuant to Section 4675 (a) & (c) of the California Revenue and Taxation Code, it is the recommendation of this office that Craland Recoveries, Inc., agent for Jennifer L. Patrick, Successor Trustee of the Thomas E. Patrick Revocable Living Trust be awarded excess proceeds in the amount of \$4,075.46. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion.

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)**

To: **Paul McDonnell, Treasurer and Tax Collector**

Re: **Claim for Excess Proceeds**

TC Item Assessment No.:

179 140 517-072-005-5  
Assessee: THOMAS E. PATRICK, TRUSTEE OF THE THOMAS E. PATRICK REVOCABLE LIVING TRUST DATED  
APRIL 26, 1993

Situs:

Date Sold: March 17, 2008

Date Deed to Purchaser Recorded: MAY 12, 2008

Final Date to Submit Claim: MAY 12, 2009

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of  
\$ 4,075.46 from the sale of the above mentioned real property. I/We were the  lienholder(s),  
 property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County  
Recorder's Document No. \_\_\_\_\_; recorded on \_\_\_\_\_. A copy of this document is attached hereto.  
I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached  
hereto each item of documentation supporting the claim submitted.

**NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.**

PLEASE REFER TO DECLARATION BY THOMAS E. PATRICK ATTACHED HERETO, WHICH IT IS REQUESTED  
BE REGARDED AS IF INCORPORATED HEREIN AND FORMING PART HEREOF.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will  
have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the  
claimant may only receive his or her respective portion of the claim.  
I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 28 day of March, 2009 at Ventura, Ca.  
County, State

Signature of Claimant

Signature of Claimant

THOMAS E. PATRICK, Trustee of the THOMAS E. PATRICK  
REVOCABLE LIVING TRUST dated April 26, 1993

Print Name

Print Name

c/o Jennifer L. Patrick, 19211 Haynes Street, Apt. 5,

Street Address

Street Address

RESEDA, CA 91335-7611

City, State, Zip

City, State, Zip

(310) 570-6206

[But please call Issie Cramer at (310) 276-0431 regarding any query]

Phone Number

Phone Number

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the applicant's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make Craland Properties, Inc. P.O. Box 424, Beverly Hills, CA 90213 my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 517-072-005-5 sold at public auction on March 17, 2008 - Tax Sale TC 179 I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total amount of excess proceeds available for refund is \$ 4,075.46, and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

[Signature]  
(Signature of Party of Interest)

THOMAS E. PATRICK, Trustee of the THOMAS E. PATRICK REVOCABLE LIVING TRUST dated April 26, 1993.  
(Name Printed)

c/o Jennifer L. Patrick, 19211 Haynes St., Apt # 5,  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF )

RESEDA, CA 91335-7611  
(City/State/Zip) [But please call Issie Cramer at (310) 570-6206 (310) 276-0431 regarding any query]  
(Area Code/Telephone Number)

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~THOMAS E. PATRICK~~ known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

**SEE ATTACHED ACKNOWLEDGMENT**

WITNESS my hand and official seal.  
  
\_\_\_\_\_  
(Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the above party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

[Signature]  
(Signature of Agent) (President of Craland Properties, Inc.,

ISAAC CRAMER, PRESIDENT OF CRALAND PROPERTIES, INC., a California corporation  
(Name Printed)

P.O. Box 424  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF \_\_\_\_\_ )

Beverly Hills, CA 90213  
(City/State/Zip)

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

**SEE ATTACHED ACKNOWLEDGMENT**

WITNESS my hand and official seal.  
  
\_\_\_\_\_  
(Signature of Notary)

(This area for official seal)

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California


County of VENTURA

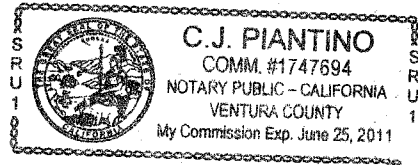
On 3/28/2009 before me, CJ PIANTINO, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared THOMAS E. PATRICK

who proved to me on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity (ies) and that by his/~~her~~/~~their~~ signature (s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.  
  
 \_\_\_\_\_  
 Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**  
**AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS**  
(Title or description of attached document)  
 \_\_\_\_\_  
(Title or description of attached document continued)  
 \_\_\_\_\_  
 Number of Pages 1 Document Date \_\_\_\_\_  
 \_\_\_\_\_  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ◊ Indicate title or type of attached document, number of pages and date.
    - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On April 4, 2009 before me, Alberto Pereira, Notary public  
(Here insert name and title of the officer)

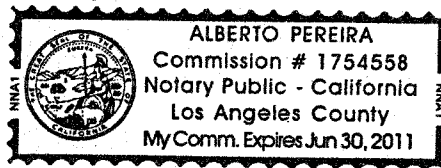
personally appeared ISAAC CRAMER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

*Alberto Pereira*  
 Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

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- Securely attach this document to the signed document

#### DESCRIPTION OF THE ATTACHED DOCUMENT AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 4/4/09  
 Document already signed by Thomas E. Patrick

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
President of Craland Properties, Inc.  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

118

RECEIVED FOR RECORDING  
AT 10:00 O'CLOCK

JUN 30 1993

RECEIVED FOR RECORDING  
AT 10:00 O'CLOCK

Law Offices of Michael Bergner  
18260 Ventura Blvd., Suite 200  
Van Nuys, CA 91411-3907

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS  
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS

Mr. Thomas E. Patrick  
17552 Index Street  
Granada Hills, CA 91344

THE Grant No. \_\_\_\_\_ Enclosure No. \_\_\_\_\_ SPACE ABOVE THIS LINE FOR RECORDER'S USE

# GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
DOCUMENTARY TRANSFER TAX is \$ 0.00  
 Computed on full value of property conveyed, or  
 Computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
THOMAS E. PATRICK, a single man

hereby GRANT(S) to THOMAS E. PATRICK, Trustee of his REVOCABLE LIVING TRUST

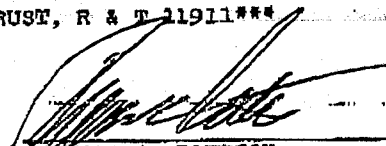
the following described real property in the Palm Springs  
County of Riverside State of California:

Lot No. 598 San Geronimo Pass #7, as shown by map on file in  
Book 36, Pages 59, 66, 67, of Maps, Riverside County Records.

Lot 73, of West Palm Springs Village, Unit No. 1, as shown  
by Map on file in Book 35, Pages 50, 51 and 52 of Maps,  
Riverside County Records..

\*\*\*THIS CONVEYANCE TRANSFERS THE GRANTOR'S INTEREST  
INTO HIS REVOCABLE LIVING TRUST, R & T 11911\*\*\*

Dated 6/18/93

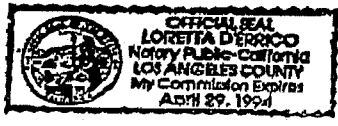
  
THOMAS E. PATRICK

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles }

On June 18, 1993 before me,

personally appeared THOMAS E. PATRICK

personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s) or the entity upon behalf of which the  
person(s) acted, executed the instrument.



WITNESS my hand and official seal  
Signature Loretta Derrico

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE


Mr. Thomas E. Patrick, 17552 Index Street, Granada Hills, CA 91344

**DECLARATION BY THOMAS E. PATRICK, TRUSTEE OF THE THOMAS E. PATRICK REVOCABLE LIVING TRUST DATED APRIL 26, 1993, RE CLAIM BY SAID TRUST FOR EXCESS PROCEEDS OF \$4,075.46 RESULTING FROM THE TAX DEFAULT SALE BY THE RIVERSIDE COUNTY TAX COLLECTOR OF AP NO. 517-072-005 AT TAX DEFAULT SALE NO. TC 179 HELD DURING MARCH, 2008**

I, the undersigned, THOMAS E. PATRICK, of c/o Jennifer L. Patrick, 19211 Haynes Street, Apt. 5, Reseda, CA 91335-7611, declare hereby as follows:

1. That I am the sole Trustee of the THOMAS E. PATRICK REVOCABLE LIVING TRUST dated April 26, 1993. I attach hereto, marked "A", copy of the document whereby said Trust was created. I state that I am the sole Trustor and Trustee of said Trust and retain sole power over the administration of said Trust. As Trustor or Trustee, I have not assigned, delegated or withdrawn the power granted me by said Trust Instrument. I retain full control and continue to be both the Trustor and Trustee of the THOMAS E. PATRICK REVOCABLE LIVING TRUST dated April 26, 1993.
2. Said Trust was the owner of record of Riverside County AP No. 517-072-005 until it was sold by the Riverside County Tax Collector at Tax Sale No. TC 179 held during March, 2008. I attach hereto, marked "B", a copy of Grant Deed No. 93-250833 recorded in the Riverside County Recorder's Office on June 30, 1993.
3. Said Trust is accordingly entitled to claim the excess proceeds of \$4,075.46 resulting from said Tax Default Sale of said property.
4. Under penalty of perjury under the laws of the State of California, I declare the foregoing to be true and correct.

Date: 3/28/, 2009

  
THOMAS E. PATRICK  
TRUSTEE OF THE THOMAS E.  
PATRICK REVOCABLE LIVING  
TRUST DATED APRIL 26, 1993

"A"

THE THOMAS E. PATRICK REVOCABLE LIVING TRUST

A.K.A.

THE PATRICK FAMILY TRUST

ARTICLE FIRST

FACTS AND DECLARATIONS

1. Name.

For convenience, this Trust shall be known as "THE THOMAS E. PATRICK REVOCABLE LIVING TRUST", a.k.a., "THE PATRICK FAMILY TRUST".

2. Trustor.

The Trustor is THOMAS E. PATRICK.

3. Original Trustee.

The Trustees is, THOMAS E. PATRICK.

A. Successor Trustee.

Upon the death, resignation or inability of THOMAS E. PATRICK, to serve as Trustee of the Trust set forth herein, then ROBERT FALLER, shall serve as sole Trustee. If, for any reason, ROBERT FALLER shall become unwilling or unable to serve as a Successor Trustee, then *Jeanette Patrick* shall serve as the sole Successor Trustee, in his place instead.

B. Resignation of Trustee.

The Trustee, original or Successor, may resign by giving written notice to the Trustor or to the adult beneficiaries and by conveying the Trust to their successor or successors. If no Successor Trustee is named, then the Trustee last serving may

appoint a Successor Trustee, or if no Successor is named, then the resignation shall be effective upon appointment by a Court of competent jurisdiction of a Successor Trustee.

C. Compensation of Trustee.

Trustees shall be entitled to reasonable compensation for their ordinary services hereunder, for any extraordinary services performed by them and for all services in connection with the termination of the Trust in whole or in part.

D. Use of "Trustees".

Hereinafter, the original and Successor Trustee shall be referred to in the plural form.

E. Powers of Successor Trustee.

Successor Trustees shall have the same rights, powers discretions and immunities as the original Trustees.

F. No Bond.

No bond or other security shall be required of the Trustees named herein or of any Successor Trustees for the faithful performance of their duties in any State or jurisdiction.

4. Trust Estate.

THOMAS E. PATRICK, called the "Trustor", or the "Trustee", depending on the context, declares that he sets aside and holds in Trust the property described in Schedule "A", attached to this instrument.

A. Property to Retain Its Character.

All property now or hereafter conveyed or transferred to the Trustees, to be held by the Trustee pursuant to

this Trust, which was separate property at the time of such a conveyance or transfer, shall remain, respectively, the separate property of the Trustor.

ARTICLE SECOND

ADMINISTRATIVE PROVISIONS

1. If a Beneficiary is no Longer an Eligible Beneficiary.

Whenever the right of any beneficiary to payments from the net income or principal of any Trust provided for in this Declaration shall terminate, either by reason of death or other cause, any accrued net income from such Trust undistributed by the Trustees on the date of such termination shall be held, administered, and distributed by the Trustees in the same manner as if such income had accrued and been received by the Trustees after the date such beneficiary's right to receive payments from such Trust terminated.

2. Accounting by Trustees.

The Trustees shall periodically, at least annually, prepare and deliver to the Trustor, or the then income beneficiary mentioned in the Declaration, an accounting in writing of the Trustees' administration of the Trusts provided for in this Declaration. Written approval of any such accounting signed by the Trustor or beneficiary shall constitute an absolute release of the Trustees from any and all liability for any matters stated in such accounting. Such approval and release shall be binding not only on the Trustor or beneficiary who signed it, but on the

administrators, executors, successors and assigns of each Trustor or beneficiary.

3. Distributions in Kind.

On any division of the assets of the Trust Estate into Trusts or separate shares and on any final or partial distribution of the assets of the Trust Estate or any Trust or separate share provided for in this Declaration, the Trustees in their absolute discretion, may divide and distribute such assets in kind, may divide or distribute undivided interests in such assets, or may sell all or any part of such assets and make division or distribution in cash or partly in cash and partly in kind. The decision of the Trustees either prior to, or on any division or distribution of such assets, as to what constitutes a proper division of such assets of the Trust Estate or any Trust provided for in this Declaration, shall be binding on all persons in any manner interested in any Trust provided for in this Declaration.

4. "Issue", "Children", "Grandchildren", Defined.

The terms "Trustor's child", and "child of Trustor", singularly, and "Trustor's children", and "children of the Trustor", collectively, shall mean a person lawfully adopted by Trustor during the person's minority and a child born to Trustor before or after the date of the execution of this instrument. The terms, "Trustor's grandchild", and "grandchild of Trustor", singularly, and "Trustor's grandchildren", and "grandchildren of Trustor", collectively, shall mean the children of Trustor's children. The terms "child", "children", and "issue", shall mean

all of a person's legitimate children or issue, and children or issue lawfully adopted during their minority before or after this instrument is signed.

5. California Law Governs.

This Declaration of Trust and the validity of, construction of, and all rights under the Trusts provided for in this Declaration shall be governed by the laws of the State of California.

6. Severability Clause.

Should any provision of this Declaration be or become invalid or unenforceable, the remaining provisions of this Declaration shall be and continue to be fully effective.

7. "Trusts" Defined.

The terms "Trusts", "Trust", or "any Trust provided for in this Declaration" shall, as used in this Declaration, mean not only the specifically named Trusts established herein, but any share or partial share of those Trusts set aside for the benefit of any beneficiary.

8. Perpetuities Savings Clause.

Unless sooner terminated as otherwise provided in this Declaration, all of the Trusts provided for in this Declaration shall terminate twenty-one (21) years after the date of death of the last to die of the group composed of the Trustor, Trustor's issue and any person named in this Declaration of Trust, living at the date of the Trustor's death. All principal and undistributed income of any Trust so terminated shall be

distributed to the then income beneficiaries of that Trust in the proportions in which they are, at the time of termination, entitled to receive the income. However, if the rights to income are not then fixed by the terms of the Trust, distribution under this provision shall be made in equal shares to those beneficiaries who are then entitled or authorized to receive income payments.

9. Actions by One Co-Trustee.

If Co-Trustees are serving, any Co-Trustee acting alone may (i) sign checks, make withdrawals, enter a safe-deposit box, buy and sell through a brokerage account, unless a signature card for a bank account, savings and loan account, brokerage account, or safe-deposit box, specifically requires otherwise, and (ii) engage in all acts necessary to facilitate the Trust's purchase or sale, or both, of real property, including, without limitation, signing deposit receipts, escrow instructions, loan documents, and grant deeds.

10. Incidents of Ownership.

Where any Trust established by this document contains an insurance policy on the life of a Trustee, that Trustee shall be precluded from making any decision or having any "incident of ownership", as that phrase is defined in Internal Revenue Code Section 2042(2), and the Regulations promulgated by the Internal Revenue Service in connection with said section, with respect to that policy. Any decision in respect of said policy shall be made by the Co-Trustee, if any, or if there is no Co-Trustee, by the Successor Trustee.

11. Titles.

Titles of articles and paragraphs in this Trust Agreement are used for convenience of reference only. Any conflict between such titles and the text shall be resolved in favor of the text.

12. No Contest Clause.

If any beneficiary under this Trust Agreement, in any manner, directly or indirectly, contests or attacks this Trust, any of its provisions, or any provision of Trustor's Will, then such beneficiary shall thereby absolutely forfeit any and all beneficial interest which such beneficiary might otherwise have under this Trust instrument and the interest of such beneficiary shall thereafter be distributed as if such beneficiary was deceased.

13. "Survive".

The term "survive", shall mean to survive the party indicated by sixty (60) days.

14. Disclaimers.

At any time, or from to time, after the date of the creation herein of an interest in property which may, or does benefit a person, or of the grant to a person under this instrument of a power affecting property, such person entitled to the interest, or granted the power, shall have the right to disclaim such interest or power, or portion thereof, to which such person would otherwise be entitled under the terms and provisions of this Declaration. However, such disclaimer must be made in writing, and

in accordance with applicable State laws and Internal Revenue Code Section 2518, or its successor provision. In the event of such disclaimer, the disclaimant shall be deemed to have predeceased the date of the event with respect to which the disclaimant's rights hereunder would have matured, relating to the disclaimed interest or power or portions thereof, created or granted under this Declaration.

15. Exculpation of Trustee.

No Trustee shall be liable for any mistake or error of judgment in the administration of this Trust, unless resulting from that Trustee's own bad faith or gross negligence, so long as that Trustee continues to discharge the duties of a Trustee and exercise the powers of a Trustee in a fiduciary capacity primarily in the interest of the beneficiary hereunder.

16. Mandatory Resignation of Individual Trustee.

Any individual Trustee shall be deemed to have automatically resigned, without further act on the Trustee's part, immediately upon receipt by the first Successor Trustee of an acknowledged, written instrument executed by two licensed physicians. The physicians must represent in the written instrument that they are certified by a recognized Medical Special Board, that they have examined the Trustee, and that the physicians have concluded from such examination that by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar cause, the Trustee has become unable prudently to exercise the powers as a Trustee in the

best interest of the beneficiaries of the Trust. The expenses of any such examination shall be paid out of the Trust Estate.

17. Additions to Trust.

Other property acceptable to the Trustees may be added to the Trust by any person, including, without limitation, proceeds of insurance as and when received, the proceeds of a pension, profit sharing or retirement plan, and any property added under the Will of any person. Unless otherwise specified in this instrument or in any other instrument of transfer, any addition to any share which shall have been subdivided into multiple shares shall augment proportionately the share into which such share shall have been divided.

A. Additions to Distributed Shares.

Any addition to a share which at such time shall have been wholly distributed shall be distributed to the beneficiary thereof or if the beneficiary shall not be then living, to the beneficiary's then living issue, upon the principle of representation. Any addition to a share which at such time shall have been partially distributed shall augment proportionately the distributed and undistributed portions of such share.

B. Powers of Appointment.

Any addition to a share over which a power of appointment has been exercised shall be held in a separate share or distributed as if the power had not been exercised, unless the instrument exercising such power shall specify the manner in which a subsequent addition to such share shall be distributed.

18. Notices Re: Birth, Marriage, Death, Etc.

Until the Trustees shall receive written notice of any birth, marriage, death or other event upon which the right to payments may depend, they shall incur no liability to persons whose interest may have been affected by that event for disbursements made in good faith.

19. "Education" Defined.

The term "education" shall include but not be limited to private primary and secondary schooling, vocational training, study at an institution of higher learning, and graduate and professional education, if profitably pursued in the discretion of the Trustees, and shall encompass not only tuition, but also costs incidental to education such as, without limitation, books, travel, suitable clothing, reasonable allowance, room and board.

ARTICLE THIRD

POWERS OF TRUSTEES

In General. The Trustees, whether one or more than one, are hereinafter referred to in the plural number. In extension and not in limitation of the powers given to the Trustees by law or by other provisions of this instrument, the Trustees shall have the

following powers with respect to the Trust, separate shares, and separate Trusts established under this instrument, as well as with respect to the property subject to the Trust, separate shares, and separate Trusts, in each case to be exercised from time to time, in their sole discretion and without Order of Court, and without the necessity of giving notice to any beneficiary:

1. Businesses.

To continue for such time as in their absolute discretion they deem it advisable to so do, to hold, retain, manage and/or operate at the risk of the Trust Estate, and not at the risk of the Trustees, any property or business received by the Trustees hereunder, whether or not of the character permitted by law for the investment of Trust funds, the profits and losses therefrom to inure to or be chargeable wholly to the Trust Estate and not to the Trustees. However, if the instrument incorporating this instrument provides for a marital deduction, unproductive property shall not be held as an asset of the Trust for more than a reasonable time during the lifetime of the spouse for whom the marital deduction is provided without the consent of the spouse.

2. Real Property.

To manage, control, sell, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of this Trust for any purpose, including exploration for and removal of gas, oil and other minerals; to enter into community oil leases, to create

restrictions, easements and other servitudes; to raze or move existing buildings, and to erect new buildings, from or upon any Trust real property; and to make ordinary or extraordinary repairs, alterations or additions to any buildings over which the Trustees have or may have management; at the discretion of the Trustees, to maintain fire and other insurance covering improvements on real property and indemnity insurance with respect to any liability in connection with the operation of said Trust Estate or the properties thereof, all of such insurance to be in such amounts and with such companies as the Trustees may elect.

3. Insurance.

To carry out such insurance of such kinds and in such amounts and with such companies as the Trustees may deem advisable, at the expense of the Trust Estate.

4. Claims.

To compromise, arbitrate or otherwise adjust claims, in favor or against the Trust, to institute, compromise and defend actions and proceedings.

5. Advances.

To advance funds to this Trust for any Trust purpose, such advances with interest at current bank rates to be a first lien on and to be repaid out of principal or income; to reimburse themselves from principal or income for any loss or expense incurred by reason of their fiduciary ownership or holding of any property in this Trust.

6. Investments.

To invest and reinvest the Trust funds, and to purchase or acquire therewith every kind of property, real, personal or mixed, and every kind of investment, permitted by law for the investment of Trust funds, specifically including, but not by way of limitation, real property, second mortgages, partnership interests, corporate obligations of every kind, stock, whether preferred or common (including stock of a corporate Trustee), or in a common trust fund (including any common trust fund under management of a corporate Trustee).

7. Partnerships.

To become partners, either general or limited, or both.

8. Indebtedness.

To borrow money for any Trust purpose upon terms and conditions as the Trustees may deem proper and to obligate the Trust Estate for repayment; to loan money to any person, including a deceased Trustor's estate at a fair market value interest rate; to encumber the Trust Estate or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedure to consummate the transaction as the Trustees may deem advisable; to borrow money and to encumber or hypothecate Trust property by mortgage, deed of trust, pledge or otherwise; to borrow money on behalf of one Trust from any other Trust created hereunder; and in connection with any power retained by the Trustor, the Trustee is empowered to execute and deliver evidences of the guarantee of this

Trust, or of the pledge of the property of her Trust, and to mortgage, pledge, hypothecate or otherwise encumber all or any part of the property of this Trust to secure payment of such guarantee.

9. Guaranty.

To guaranty any loan or agreement which in the Trustee's sole judgment, benefits the Trust Estate or any Trust beneficiary.

10. Securities.

To have, respecting securities, all the rights, powers and privileges of owners, including the power to vote, by proxy or otherwise, to pay assessments and other sums deemed by the Trustees necessary for the protection of the Trust Estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitation elsewhere in this instrument relative to investments by the Trustee.

11. Principal and Income.

To, except as otherwise specifically provided herein, determine all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenses between these accounts under the provisions

of the California Principal and Income Law from time to time existing. Any such matter not provided for either in this instrument or in the Principal and Income Law shall be determined by the Trustee's discretion.

12. Advisors.

To employ accountants, brokers, agents, attorneys, ~~and other persons as provided in this section,~~ and depositories and/or custodians of Trust property. No person or firm employed in any such capacity, however, shall be required to oversee or supervise the activities of the Trustees or to inquire into any Trustee's powers, authority or discretions. Each person or firm so employed may rely implicitly upon the written instructions of the Trustee with respect to the property and business of the Trust, including instructions given by the Trustee to deal directly with such investment counsel as may be employed by the Trustee, in making investments and reinvestments, and in the ~~continuous supervision of Trust investments. In no event shall any~~ any Trustee in which such person or firm may also have participated.

13. Distributions in Kind.

To, when dividing or distributing any Trust income or principal, make such payment, division or distribution wholly or partly in kind, by allotting and transferring specific securities or other personal or real property or undivided interests therein as a part of the whole of any one or more shares or payments, at

current values; the Trustee's determination as to the current value of property so paid, divided or distributed in kind to be final.

14. Investment Counsel.

To employ independent and disinterested investment counsel for the purpose of advising them with respect to the management of the Trust Estate, the investment thereof, and the sale and purchase of stocks, bonds or other securities or properties constituting the corpus of the Trust Estate. The term "independent and disinterested investment counsel" shall mean counsel who is not personally or financially interested in the purchase or sale of the securities or property in the Trust Estate but is paid a compensation or fee for advice and service. The Trustee shall pay the fees of any such investment counsel as an expense of the administration of the Trust and shall charge the same against income or principal, or both, in such proportions as the Trustee deems proper. Neither the Trustee nor such investment counsel shall be under any liability to any beneficiary or other person interested in the Trust which shall be asserted on the ground that compliance by the Trustee with the recommendations of

discretion, may make payments directly to a minor if in the Trustee's judgment, the minor is of sufficient age and maturity to spend the money properly.

#### ARTICLE FOURTH

#### ADMINISTRATION OF THE TRUST DURING THE

#### LIFE OF THE TRUSTOR

1. The Trustor's Powers.

While the Trustor is living, the Trustor shall have the following powers:

A. During the life of the Trustor, the Trustees shall, at least quarterly, unless otherwise directed by the Trustor in writing, pay to or apply for the benefit of the Trustor, all of the net income from the Trust Estate.

B. Add or Remove Trust Property.

The Trustor shall have the absolute right to add to the Trust property at any time. The Trustor shall also have the absolute right to remove his property, in whole or in part, from the Trust at any time. Both of these rights shall be exercised in writing.

C. Amend and Revoke the Trust.

The Trustor shall have the absolute right to amend or revoke this Trust, in whole or in part, at any time. Any amendment or revocation must be in writing and delivered to the Trustees.

This right to amend or revoke is personal to the Trustor and may not be exercised by the legal representative of the

Trustor. After the death of the Trustor, this Agreement shall not be subject to amendment or revocation.

2. Disability of the Trustor.

The Trustor shall be deemed disabled during any period when, in the opinion of two licensed physicians, the Trustor is incapacitated or disabled because of illness, age or any other cause, which results in the Trustor's inability to effectively manage the Trustor's property or financial affairs.

The Trustor shall also be deemed to be disabled for purposes of this Agreement, upon the determination of a Court of competent jurisdiction that the Trustor is incompetent, incapacitated or otherwise legally unable to effectively manage the Trustor's property or financial affairs.

A. Distribution During Trustor's Disability.

The Trustees shall provide as much of the principal and net income of the disabled Trustor's estate as is necessary or advisable, in the Trustees' sole and absolute discretion, for the health, support, maintenance, and general welfare of the disabled Trustor.

B. Dependents of the Trustor.

During any period of time that the Trustor is disabled, the Trustees shall distribute the principal and net income of the Trust in such amounts as, in the sole and absolute discretion of the Trustees, shall be necessary for the education, health, maintenance and support of those persons deemed by the Trustees to be dependent on the Trustor.

In making distribution to the dependents of the Trustor, the Trustees shall, at all times, give primary consideration to the needs of the Trustor.

The Trustees, in their sole and absolute discretion, may make distributions to one or more dependents to the complete exclusion of other dependents, in equal or unequal shares, as their respective needs require. When making such distributions, the Trustees may consider other income and resources available to such dependents.

A distribution made to a dependent shall not be charged against the ultimate share of such dependent which may be distributable under any provision of this Agreement.

3. Undistributed Net Income.

Any net income which is not distributed under this Article shall be accumulated and added to principal.

ARTICLE FIFTH

DISTRIBUTIONS AFTER DEATH OF TRUSTOR

1. Payment of Expenses - Death, Last Illness.

On the death of the Trustor, the Trustees shall pay, either from the income or principal of the Trust Estate, the expenses of the Trustor's last illness, funeral, burial, and any inheritance, estate or death taxes that may be due by reason of the Trustor's death, unless the Trustees, in the Trustees' absolute discretion, determines that other adequate provisions have been made for the payment of such expenses and taxes, or that sufficient

assets exist outside the Trust Estate to pay said expenses and taxes.

2. Specific Gift.

On the death of the Trustor, the Trustees shall distribute, free of Trust, to LUVOIS EARL PATRICK, the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS, (\$150,000.00), without interest. If LUVOIS EARL PATRICK is not alive on the date of the Trustor's death, then this gift shall lapse.

3. Distribution of Balance of Trust Estate.

Upon the death of the Trustor, the remainder of the Trust Estate, including any accrued and undistributed net income, and any additions to the Trust Estate shall be held, administered and distributed, for the benefit of the Trustor's daughter, JENNIFER LEIGH PATRICK, as follows:

A. Up until the time JENNIFER LEIGH PATRICK reaches the age of twenty-five (25), the Trustees shall pay to or apply for the benefit of JENNIFER LEIGH PATRICK, as much of the net income and principal of the Trust, as the Trustees, in the Trustees' discretion, deems necessary for her proper support, care, maintenance and education, after taking into consideration to the extent the Trustees deem advisable, any other income or resources of the child known to the Trustees.

B. When JENNIFER LEIGH PATRICK reaches the age of twenty-five (25), the Trustees shall pay to her, fifty percent (50%) of the net income of the child's Trust, quarter-annually or at more frequent intervals. When JENNIFER LEIGH PATRICK reaches

the age of twenty-eight (28), the Trustee shall pay to her, the entire net income of her Trust, quarter-annually or at more frequent intervals. If the Trustees deem the income at any of these times, to be insufficient, the Trustees shall also pay to or apply for the benefit of the child, as much of the principal of the child's Trust, as the Trustees, in their discretion, deem necessary for the child's proper support, care, maintenance and education, after taking into consideration to the extent the Trustees deem advisable, any income or other resources of the child, outside the child's Trust, known to the Trustees.

C. When JENNIFER LEIGH PATRICK attains the age of twenty-eight (28), the Trustees shall distribute to the child, one-third of the principal of the child's Trust as then constituted; when the child attains the age of thirty-two (32), the Trustees shall distribute to the child, one-third of the principal of the child's Trust as then constituted; when the child attains age thirty-five, the Trustees shall distribute to the child, the undistributed balance of her Trust. If the child has already attained age twenty-eight (28), thirty-two (32), or thirty-five (35), at the time of the Trustor's death, then the Trustees shall distribute to the child her respective share of the Trust Estate, free of Trust.

D. If JENNIFER LEIGH PATRICK should die before becoming entitled to receive distribution of her entire Trust, the Trustees shall distribute the balance of the child's Trust as follows:

1) To or for the benefit of such one or more persons or entities, including the child's estate, on the terms and conditions, either outright or in Trust, as the child may appoint by a written instrument, specifically referring to and exercising this general testamentary power of appointment. Any unappointed balance of the Trust Estate, shall be distributed as follows:

2) If the child leaves descendants who are then living, the balance of the child's Trust shall be distributed to those descendants, free of Trust, by right of representation.

3) If the child leaves no descendants who are then living, the balance of the child's Trust, shall then be distributed as follows:

a) Fifty percent (50%) thereof, to LUYVOIS EARL PATRICK, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

b) Five percent (5%) thereof, to THE SALVATION ARMY.

c) Ten percent (10%) thereof, to RONALD DUNCAN, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

d) Five percent (5%) thereof, to TIM DUNN, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

e) Ten percent (10%) thereof, to JOE HARRIS, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

f) Five percent (5%) thereof, to BILL TREMBLEY, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

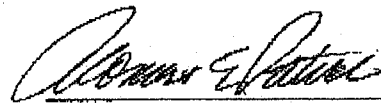
g) Five percent (5%) thereof, to VICKY ENGLAND, provided she is alive on the date of the child's death, and if not, then this gift shall lapse.

h) Five percent (5%) thereof, to JOSHUA KAY, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

i) Five percent (5%) thereof, to ROBERT FALLER, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

If any of the above-listed beneficiaries are not alive on the date of the child's death, then their lapsed share shall be proportionately redistributed to the remaining beneficiaries who are alive on the date of the child's death.

IN WITNESS WHEREOF, the Trustor and the Trustee has executed this Declaration Agreement on this 26<sup>th</sup> day of April, 1993, in the County of Los Angeles, State of California.

  
THOMAS E. PATRICK,  
Trustor/Trustee

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

SANTA BARBARA COUNTY

PUBLIC HEALTH DEPARTMENT

"A"

CERTIFICATE OF DEATH

3200942002099

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS VS. (WHERE USED)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given) THOMAS		2. MIDDLE E.		3. LAST (Family) PATRICK	
AKA, ALSO KNOWN AS - Include full AKA (FIRST, MIDDLE, LAST)		4. DATE OF BIRTH mm/dd/yyyy 08/02/1945		5. AGE Yrs 64	
9. BIRTH STATE/FOREIGN COUNTRY CA		10. SOCIAL SECURITY NUMBER [REDACTED]		11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
13. EDUCATION - Highest Level/Degree (Date worked on in back) SOME COLLEGE <input type="checkbox"/> YES		14/15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (If yes, see worksheet on back) <input checked="" type="checkbox"/> NO		12. MARITAL STATUS (at Time of Death) DIVORCED	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) BANKING		7. DATE OF DEATH mm/dd/yyyy 09/22/2009	
19. YEARS IN OCCUPATION 20		16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) WHITE		8. HOUR (24 Hours) 2231	
20. DECEDENT'S RESIDENCE (Street and number or location) 312 ELLWOOD BEACH DR. #44					
21. CITY GOLETA		22. COUNTY/COUNTY SANTA BARBARA		23. ZIP CODE 93117	
24. YEARS IN COUNTY 1		25. STATE-FOREIGN COUNTRY CA			
26. INFORMANT'S NAME, RELATIONSHIP JENNIFER PATRICK, DAUGHTER			27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP) 19211 HAYNES ST. #5, RESEDA, CA 91335		
28. NAME OF SURVIVING SPOUSE - FIRST -		29. MIDDLE -		30. LAST (Maiden Name) -	
31. NAME OF FATHER - FIRST LUVVOIS		32. MIDDLE -		33. LAST PATRICK	
34. BIRTH STATE CA		35. NAME OF MOTHER - FIRST ESTHER		36. MIDDLE -	
37. LAST (Maiden) CARLSON		38. BIRTH STATE OR			
39. DISPOSITION DATE mm/dd/yyyy 10/01/2009		40. PLACE OF FINAL DISPOSITION SCATTER AT SEA OFF THE COAST OF SANTA BARBARA COUNTY			
41. TYPE OF DISPOSITION(S) CR/SEA		42. SIGNATURE OF EMBALMER NOT EMBALMED		43. LICENSE NUMBER -	
44. NAME OF FUNERAL ESTABLISHMENT MCDERMOTT-CROCKETT MORTUARY		45. LICENSE NUMBER FD 383		46. SIGNATURE OF LOCAL REGISTRAR PETER LEE HASLER, MD	
47. DATE mm/dd/yyyy 09/30/2009					
101. PLACE OF DEATH GOLETA VALLEY COTTAGE HOSPITAL		102. IF HOSPITAL, SPECIFY ONE <input checked="" type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DDA <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other		103. IF OTHER THAN HOSPITAL, SPECIFY ONE	
104. COUNTY SANTA BARBARA		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location) 351 S PATTERSON AVENUE		106. CITY SANTA BARBARA	
107. CAUSE OF DEATH Enter the chain of events - diseases, injuries, or complications - that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. (A) IMMEDIATE CAUSE (Final disease or condition resulting in death) CARDIORESPIRATORY ARREST (B) MYOCARDIAL INFARCTION, ETIOLOGY UNKNOWN (C) Sequentially, list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST		108. DEATH REPORTED TO CORONER? Time Interval Between Death and Death (A) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IMMED (B) 48 HRS (C) 110. AUTOPSY PERFORMED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (D) 111. USED IN DETERMINING CAUSE? YES <input type="checkbox"/> NO <input type="checkbox"/>		109. DEATH REPORTED TO CORONER? APPROVAL NUMBER CNR-09-1133 106. BIOPSY PERFORMED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 ANOXIC BRAIN INJURY, VENTRICULAR FIBRILLATION					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.) NO					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent Attended Since 09/21/2009		115. SIGNATURE AND TITLE OF CERTIFIER TODD ALLEN FEARER M.D.		116. LICENSE NUMBER G54961	
117. DATE mm/dd/yyyy 09/29/2009		118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE TODD ALLEN FEARER M.D. 1214 COAST VILLAGE RD STE 5, SANTA BARBARA, CA 93108			
119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined					
120. INJURED AT WORK? YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>					
121. INJURY DATE mm/dd/yyyy					
122. HOUR (24 Hours)					
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)					
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)					
126. SIGNATURE OF CORONER / DEPUTY CORONER		127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
STATE REGISTRAR		A		B	
C		D		E	
FAX AUTH. #		CENSUS TRACT		010001001319686	

\* 000317633 \*

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA

DATE ISSUED  
OCT 02 2009

*[Signature]*  
*[Signature]*

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Registrar, Public Health Department, County of Santa Barbara, California.

HEALTH OFFICER  
PUBLIC HEALTH DEPARTMENT  
COUNTY OF SANTA BARBARA, CALIFORNIA

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.





AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the applicant's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make Craland Recoveries, Inc. (previously known as Craland Properties, Inc.) my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 517-072-005-5 sold at public auction on March 17, 2008 Tax Sale TC 179. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience. I authorize that payment of the sum of \$4,075.46 be made to said Craland Recoveries, Inc. I also understand that the total amount of excess proceeds available for refund is \$4,075.46, and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

(Signature of Party of Interest) Successor Trustee of the THOMAS E. PATRICK REVOCABLE LIVING TRUST dated April 26, 1993

JENNIFER L. PATRICK, Successor Trustee of the THOMAS E. PATRICK REVOCABLE LIVING TRUST dated April 26, 1993

(Name Printed) C/o Jennifer L. Patrick, 908 S. Catalina Avenue, Unit B, Redondo Beach, CA 90277

(Address)

(City/State/Zip)

(310) 570-6206 (Area Code/Telephone Number)

Date signed: April 28, 2012

STATE OF CALIFORNIA )ss. COUNTY OF )

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

PLEASE SEE ATTACHED NOTARIAL ACKNOWLEDGMENT

WITNESS my hand and official seal.

(This area for official seal)

(Signature of Notary)

I, the undersigned, certify under penalty of perjury that I have disclosed to the above party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

(Signature of Agent) ISAAC CRAMER, President of CRALAND RECOVERIES, INC., a California corporation

CRALAND RECOVERIES, INC.

(Name Printed)

P.O. BOX 424

(Address)

Date signed: 5/2, 2012

STATE OF CALIFORNIA )ss. COUNTY OF LOS ANGELES )

BEVERLY HILLS, CA 90213

(City/State/Zip)

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

PLEASE REFER TO ATTACHED NOTARIAL ACKNOWLEDGMENT

WITNESS my hand and official seal.

(This area for official seal)

(Signature of Notary)

COPIES OF RELEVANT DOCUMENTS FROM SECRETARY OF STATE'S OFFICE RELATING TO CRALAND RECOVERIES, INC. ARE ATTACHED HERETO.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On APRIL 28, 2012 before me, MIA MIONG H. LEU: NOTARY PUBLIC  
(Here insert name and title of the officer)

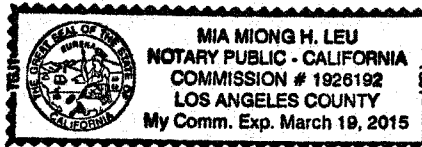
personally appeared JENNIFER L. PATRICK

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Mia Miong H. Leu  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

#### AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 4/28/2012

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◊ Indicate title or type of attached document, number of pages and date.
  - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 2, 2012 before me, Alberto Pereira Notary Public  
(Here insert name and title of the officer)

personally appeared ISAAC CRAMER

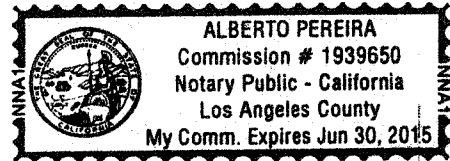
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~) and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Alberto Pereira  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
AUTHORIZATION FOR AGENT TO  
COLLECT EXCESS PROCEEDS  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 5/2/2012

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◊ Indicate title or type of attached document, number of pages and date.
  - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**DECLARATION BY JENNIFER L. PATRICK, SUCCESSOR TRUSTEE OF THE  
THOMAS E. PATRICK REVOCABLE LIVING TRUST DATED APRIL 26,  
1993, RE CLAIM BY SAID TRUST FOR EXCESS PROCEEDS OF \$4,075.46  
RESULTING FROM THE TAX DEFAULT SALE BY THE RIVERSIDE  
COUNTY TAX COLLECTOR OF AP NO. 517-072-005 AT TAX SALE NO. TC  
179 HELD DURING MARCH, 2008**


I, the undersigned, JENNIFER L. PATRICK, of 908 S. Catalina Avenue, Unit B, Redondo Beach, CA 90277, declare hereby as follows:

1. THAT I am the daughter of THOMAS E. PATRICK, who died at Goleta Valley Cottage Hospital, Santa Barbara County, CA on September 22, 2009. I attach hereto, marked "A" a copy of his death certificate. A certified copy of said death certificate was attached as Exhibit "A" to a Declaration signed by me and dated September 21, 2010 which I had previously submitted to the Riverside County Treasurer-Tax Collector, and I request that said certified copy of my late father's death certificate be regarded as if attached to and incorporated in this Declaration. Said Declaration dated September 21, 2010, with its attachments, is, as appears from Paragraph 4 hereunder, attached hereto marked "C".
2. That since I signed said Declaration of September 21, 2010, I got married at Kauai, HI on February 9, 2012 to Pierre Moreno Kahn. I attach hereto, marked "B", a copy of my marriage certificate issued by the State of Hawaii. Since my marriage I have retained, and for all purposes use, my maiden name of JENNIFER L. PATRICK. Said marriage certificate, Exhibit "B" hereto, reflects the name of my father as THOMAS EARL PATRICK, who was one and the same person as the THOMAS E. PATRICK, who created THE THOMAS E. PATRICK REVOCABLE LIVING TRUST A.K.A. THE PATRICK FAMILY TRUST, DATED APRIL 26, 1993.
3. The copy of the document whereby said THOMAS E. PATRICK REVOCABLE LIVING TRUST A.K.A. THE PATRICK FAMILY TRUST, DATED APRIL 26, 1993 was created, a copy of which is attached as Exhibit "A" to the Declaration dated March 28, 2009 signed by my said late father and attached to the claim by him as Trustee of said Trust, also dated March 28, 2009, for the excess proceeds of \$4,075.46 resulting from the Tax Default Sale of AP No. 517-072-005-5 at Tax Sale No. TC 179 does not have attached to it a Notarization or signatures of witnesses. I respectfully point out that Sections 15200 - 15212 of the California Probate Code, which deal with the requirements for the creation of a Trust, do not require the instrument creating a Trust to be notarized or witnessed. I refer in this regard in particular to Section 15206 of the Probate Code. Further, I respectfully submit that there can be no doubt that my late father intended to, and did in fact, create said Trust, as is borne out by the fact that he signed the

document creating said Trust and that he conveyed subject property to said Trust and that the claim for the excess proceeds resulting from the Tax Default Sale of subject property filed by him prior to his death clearly indicates that he created and conveyed subject property to said Trust, and that he claimed the excess proceeds resulting from the Tax Default Sale of subject property on behalf of said Trust.

4. As the Riverside County Treasurer-Tax Collector requires the above-referred to Declaration signed by me dated September 21, 2010 to be notarized, I am attaching hereto, marked "C", a copy of said Declaration dated September 21, 2010 and hereby specifically repeat as being true and correct, under penalty of perjury under the laws of the State of California, each and every statement and allegation contained in said Declaration dated September 21, 2010 as if herein specifically set forth and repeated. I request that said Declaration dated September 21, 2010 be regarded as if contained in this Declaration.
5. I attach hereto, marked "D", a copy of my California driver license No. A9976078.
6. Under penalty of perjury under the State of California, I declare each and every allegation and statement contained in this Declaration to be true and correct.

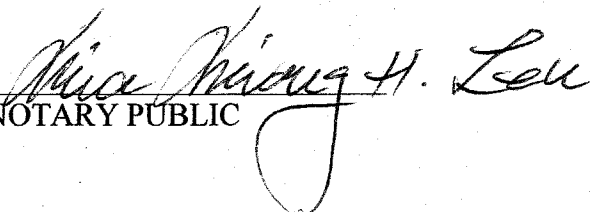
Signed this 28 day of April, 2012 at Los Angeles, CA

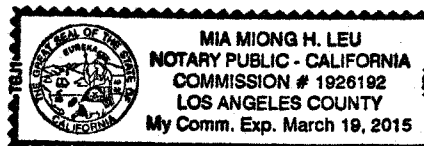
  
JENNIFER L. PATRICK

STATE OF CALIFORNIA        )  
  )  
COUNTY OF LOS ANGELES    )

On APRIL 28, 2012, before me, MIA MIONG H. LEU, Notary Public, personally appeared JENNIFER L. PATRICK, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

  
NOTARY PUBLIC



**DECLARATION BY JENNIFER L. PATRICK, SUCCESSOR TRUSTEE OF THE  
THOMAS E. PATRICK REVOCABLE LIVING TRUST DATED APRIL 26, 1993,  
RE CLAIM BY SAID TRUST FOR EXCESS PROCEEDS OF \$4,075.46  
RESULTING FROM THE TAX DEFAULT SALE BY THE RIVERSIDE  
COUNTY TAX COLLECTOR OF AP NO. 517-072-005 AT TAX SALE NO. TC  
179 HELD DURING MARCH, 2008**

I, the undersigned, JENNIFER L. PATRICK, of 19211 Haynes Street, Apt. 5, Reseda, CA 91335-7611 declare hereby as follows:

1. That I am the daughter of THOMAS E. PATRICK, who died at Goleta Valley Cottage Hospital, Santa Barbara County, CA on September 22, 2009. I attach hereto, marked "A", a certified copy of his death certificate.
  
2. That said THOMAS E. PATRICK, as Trustee of The Thomas E. Patrick Revocable Living Trust dated April 26, 1993, submitted a claim to the Riverside County Treasurer and Tax Collector for payment of the sum of \$4,075.46 representing the excess proceeds resulting from the Tax Default Sale of AP No. 517-072-005 at Tax Sale No. TC 179 held during March, 2008. I refer to said claim and request that it be regarded as if incorporated herein and forming part hereof, more particularly the copy of the document whereby said Trust was created, which is attached to said claim, marked "A". Paragraph 3. A. of said document reads as follows:

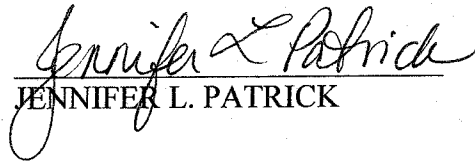
***Upon the death, resignation or inability of THOMAS E. PATRICK, to serve as Trustee of the Trust set forth herein, then ROBERT FALLER, shall serve as sole Trustee. If, for any reason, ROBERT FALLER shall become unwilling to serve as Successor Trustee, then Jennifer Patrick shall serve as sole Successor Trustee in his place instead.***

3. By a document dated July 8, 2010, which is attached hereto marked "B", said ROBERT FALLER declined to serve as Successor Trustee of The Thomas E. Patrick Revocable Living Trust dated April 26, 1993, also known as The Patrick Family Trust. Accordingly, and by virtue of the provisions of said Paragraph 3.A. of the document creating said Trust, I am the sole Successor Trustee of said Trust. I am one and the same person referred to in said Paragraph 3.A. as Jennifer Patrick. I am the daughter of said late Thomas E. Patrick, as will appear from the copy of my birth certificate attached hereto "C". I am one and the same person as the JENNIFER LEIGH PATRICK referred to in said birth certificate, Exhibit "C" hereto, and the THOMAS EARL PATRICK referred to in said birth

certificate is one and the same person as the THOMAS E. PATRICK referred to in the death certificate, Exhibit "A" hereto.

4. In my capacity as Successor Trustee of the Thomas E. Patrick Revocable Living Trust dated April 26, 1993, I claim the excess proceeds of \$4,075.46 resulting from the Tax Default Sale of said AP No. 517-072-005.
5. Under penalty of perjury under the laws of the State of California, I declare the foregoing to be true and correct.

DATE: September 21, 2010

  
JENNIFER L. PATRICK

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES • REGISTRAR-RECORDER/COUNTY CLERK

"C"

CERTIFICATE OF LIVE BIRTH

0190-096228

STATE BIRTH CERTIFICATE NUMBER

STATE OF CALIFORNIA-DEPARTMENT OF HEALTH

LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER

THIS CHILD	1a. NAME OF CHILD—FIRST NAME <b>Jennifer</b>		1b. MIDDLE NAME <b>Leigh</b>		1c. LAST NAME <b>Patrick</b>	
	2. SEX <b>Female</b>	3a. THIS BIRTH SINGLE TWIN OR TRIPLET? <b>Single</b>	3b. IF TWIN OR TRIPLET, THIS CHILD BORN 1ST, 2ND, 3RD? <b>—</b>	4a. DATE OF BIRTH—MONTH, DAY, YEAR <b>November 2, 1976</b>		4b. HOUR <b>1:21 P.</b>
PLACE OF BIRTH	5a. PLACE OF BIRTH—NAME OF HOSPITAL <b>VALLEY PRESBYTERIAN HOSPITAL</b>			5b. STREET ADDRESS (STREET AND NUMBER OR LOCATION) <b>15107 VANOWEN STREET</b>		5c. INSIDE CITY CORPORATE LIMITS (SPECIFY YES OR NO) <b>YES</b>
	5d. CITY OR TOWN <b>VAN NUYS</b>			5e. COUNTY <b>LOS ANGELES</b>		
MOTHER OF CHILD	6a. MAIDEN NAME OF MOTHER—FIRST NAME <b>Vivienne</b>		6b. MIDDLE NAME <b>Loring</b>		6c. LAST NAME (MARRIED SURNAME) <b>England</b>	
	7. BIRTHPLACE (STATE OR FOREIGN COUNTRY) <b>Massachusetts</b>		8. AGE OF MOTHER (AT TIME OF THIS BIRTH) <b>29</b> YEARS		8a. SOCIAL SECURITY NUMBER OF MOTHER <b>[REDACTED]</b>	
	9. COLOR OR RACE OF MOTHER <b>White</b>		10a. RESIDENCE OF MOTHER—STREET ADDRESS (STREET AND NUMBER, BLDG. ADDRESS, OR LOCATION) <b>17540 Doric St.</b>		10b. INSIDE CITY CORPORATE LIMITS (SPECIFY YES OR NO) <b>Yes</b>	
10c. RESIDENCE OF MOTHER—CITY OR TOWN <b>(Granada Hills) Los Angeles</b>			10d. RESIDENCE OF MOTHER—COUNTY <b>Los Angeles</b>		10e. RESIDENCE OF MOTHER—STATE <b>California</b>	
FATHER OF CHILD	11a. NAME OF FATHER—FIRST NAME <b>Thomas</b>		11b. MIDDLE NAME <b>Earl</b>		11c. LAST NAME <b>Patrick</b>	
	12. BIRTHPLACE (STATE OR FOREIGN COUNTRY) <b>California</b>		13. AGE OF FATHER (AT TIME OF THIS BIRTH) <b>31</b> YEARS		13a. SOCIAL SECURITY NUMBER OF FATHER <b>[REDACTED]</b>	
	14. COLOR OR RACE OF FATHER <b>White</b>		15. [REDACTED]		15. [REDACTED]	
INFORMANT'S CERTIFICATION	16a. PARENT OR OTHER INFORMANT—SIGNATURE (IF OTHER THAN PARENT, SPECIFY) <i>[Signature]</i>				16b. DATE REVIEWED AND SIGNED BY INFORMANT <b>11-4-76</b>	
ATTENDANT'S CERTIFICATION	17a. PHYSICIAN (OR OTHER PERSON ATTENDING THIS BIRTH)—SIGNATURE—DEGREE OR TITLE <i>[Signature]</i>				17b. DATE SIGNED BY PHYSICIAN OR OTHER ATTENDANT <b>11/2/76</b>	
	17c. ADDRESS <b>15243 Vanowen St., Van Nuys, California</b>				17d. PHYSICIAN'S CALIFORNIA LICENSE NUMBER <b>G-7937</b>	
LOCAL REGISTRAR	19. LOCAL REGISTRAR—SIGNATURE <i>[Signature]</i>				20. DATE RECEIVED FOR REGISTRATION BY LOCAL REGISTRAR <b>NOV 5 1976</b>	

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk.

SEP 07 2004



*Conny B. McCormack*  
 CONNY B. McCORMACK  
 Registrar-Recorder/County Clerk



This copy not valid unless prepared on engraved border displaying Seal and Signature of the Registrar-Recorder County Clerk.



A0696932



# State of California Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

OCT 22 2009

DEBRA BOWEN  
Secretary of State

A0696932

ENDORSED - FILED  
in the Office of the Secretary of State  
of the State of California

OCT 01 2009

CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION

The undersigned certify that:

- 1. They are the President and the Secretary, respectively, of CRALAND PROPERTIES, INC., a California corporation.
- 2. Article ONE of the Articles of Incorporation of this corporation is amended to read as follows:

“ ONE: The name of this corporation is:

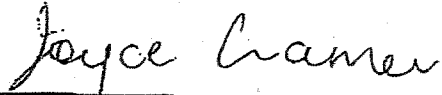
CRALAND RECOVERIES, INC. “

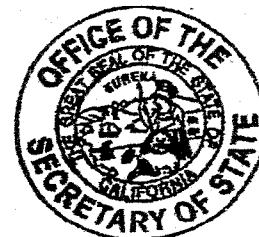
- 3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors of this corporation.
- 4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders of this corporation in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 7,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

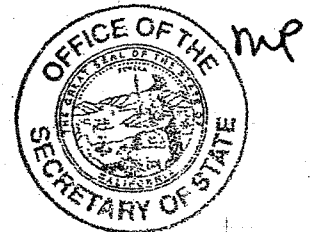
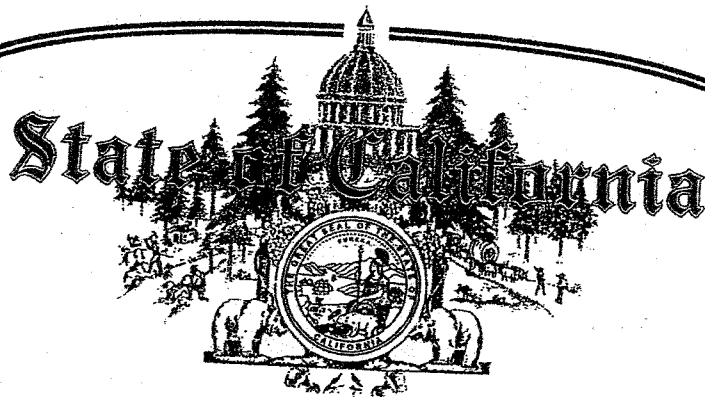
We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 25, 2009

  
ISAAC CRAMER, President

  
JOYCE B. CRAMER, Secretary





**SECRETARY OF STATE**

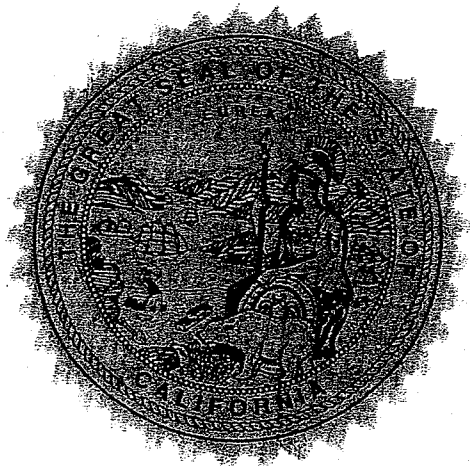
I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 29 2005

*Kevin Shelley*  
Secretary of State



2718234

ARTICLES OF INCORPORATION

OF

CRALAND PROPERTIES, INC.

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

JAN 18 2005

**KEVIN SHELLEY**  
Secretary of State

ONE: The name of this corporation is:

**CRALAND PROPERTIES, INC.**

TWO: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The corporation is authorized to issue one class of capital stock to be designated Common Stock. The number of shares of Common Stock authorized to be issued is 10,000.

FOUR: Each holder of Common Stock shall be entitled to one vote for each share of Common Stock held of record on all matters which shareholders generally are entitled to vote.

FIVE: A holder of shares of Common Stock shall not have any right as such holder to purchase, subscribe for or otherwise acquire any shares of stock of the corporation of any class now or hereafter authorized, or any securities convertible into or exchangeable for any such shares, or any warrants or instruments evidencing rights or options to subscribe for, purchase or otherwise acquire any such shares, whether such shares, securities, warrants or other instruments are now, or shall hereafter be, authorized but unissued or issued and thereafter acquired by the corporation.

SIX: The name and address in the State of California of the corporation's initial agent for service of process are:

Isaac Cramer  
2526 Angelo Drive  
Los Angeles, California 90077

SEVEN: The number of the directors of the corporation shall be fixed from time to time by the Bylaws.

EIGHT: The Board of Directors is expressly authorized and empowered to make, alter and repeal the Bylaws of the corporation subject to the power of the shareholders of the corporation to alter or repeal any Bylaws made by the Board of Directors.

NINE:

9.1 The liability of directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

9.2 The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.

9.3 Any repeal or modification of the provisions of this Article NINE by the shareholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

TEN: The corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in these Articles of Incorporation, and any other provisions authorized by the laws of the State of California at the time in force may be inserted or added in the manner now or hereafter prescribed by law and all rights, preferences and privileges of whatsoever nature conferred upon shareholders, directors or any other persons whomsoever by and pursuant to these Articles of Incorporation in their present form or as hereafter amended are granted subject to this reservation.

Dated: January 14, 2005



KENNETH CRAMER, Incorporator



## Business Entity Detail

Data is updated weekly and is current as of Friday, April 27, 2012. It is not a complete or certified record of the entity.

Entity Name:	CRALAND RECOVERIES, INC.
Entity Number:	C2718234
Date Filed:	01/18/2005
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	2526 ANGELO DR
Entity City, State, Zip:	LOS ANGELES CA 90077
Agent for Service of Process:	ISAAC CRAMER
Agent Address:	2526 ANGELO DR
Agent City, State, Zip:	LOS ANGELES CA 90077

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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