

FORM APPROVED COUNTY COUNSEL  
DATE 6/29/15  
BY: GREGORY P. PRIAMOS

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

577A



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

**SUBMITTAL DATE:**  
JUN 29 2015

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 655. Last assessed to: Reynaldo Q. Alvarez and Dolorez P. Alvarez, Co-Trustees, of the Reynaldo Q. and Dolorez P. Alvarez Trust, dated April 25, 2004. District 3 [\$11,739] Fund 65595 Excess Proceeds from Tax Sale.

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

1. Approve the claim from Global Discoveries, Ltd. assignee for Beatriz M. Ward, Successor Trustee of the Reynaldo Q. and Dolorez P. Alvarez Trust for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 458195001-9;

(continued on page two)

**BACKGROUND:**

**Summary**

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 20, 2012 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 11, 2012. 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 6, 2012, 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.

(continued on page two)

Don Kent  
Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 11,739	\$ 0	\$ 11,739	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> Fund 65595 Excess Proceeds from Tax Sale	<b>Budget Adjustment:</b> N/A
	<b>For Fiscal Year:</b> 15/16

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

**APPROVE**

BY:   
Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: 3

Agenda Number:

**9-32**

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 655. Last assessed to: Reynoldo Q. Alvarez and Dolorez P. Alvarez, Co-Trustees, of the Reynoldo Q. and Dolorez P. Alvarez Trust, dated April 25, 2004. District 3 [\$11,739] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** JUN 29 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim from Found Extra Money, LLC, assignee for Beatriz Ward;
3. Deny the claim from Discover Card 2S29;
4. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., assignee for Beatriz M. Ward, Successor Trustee of the Reynaldo Q. & Dolorez P. Alvarez Trust in the amount of \$11,739.76, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**BACKGROUND:**

**Summary (continued)**

The Treasurer-Tax Collector has received three claims for excess proceeds:

1. Claim from Global Discoveries Ltd., assignee for Beatriz M. Ward, Successor Trustee of the Reynaldo Q. and Dolorez P. Alvarez Trust based on an Assignment of Right to Collect Excess Proceeds dated July 6, 2012, a Quitclaim Deed recorded June 2, 2004 as Instrument No. 2004-0417572, the Reynaldo Q. and Dolorez P. Alvarez Trust dated April 25, 2004, the Certification of Trustees Under Trust dated July 6, 2012, and the death certificates of Reynaldo Q. Alvarez and Dolores Alvarez.
2. Claim from Found Extra Money, LLC, assignee for Beatriz Ward, heir to the last assessee based on an Assignment of Right to Collect Excess Proceeds dated May 8, 2013, a Quitclaim Deed recorded June 2, 2004 as Instrument No. 2004-0417572, an Affidavit Under California Probate Code Section 13101, and the death certificates of Reynaldo Q. Alvarez and Dolores Alvarez.
3. Claim from Discover Card 2S29 based on an Abstract of Judgment recorded January 27, 2006 as Instrument No. 2006-0066911.

Pursuant to Section 4675 (a) & (b) & (e) & (f) of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for Beatriz M. Ward, Successor Trustee of the Reynaldo Q. and Dolorez P. Alvarez Trust be awarded excess proceeds in the amount of \$11,739.76. The claim from Found Extra Money, LLC, assignee for Beatriz Ward be denied since Beatriz Ward had previously signed her right to claim excess proceeds to Global Discoveries, Ltd. The claim from Discover Card 2S29 be denied since the lien filed is not against our last assessee. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

**Impact on Citizens and Businesses**

Excess proceeds are being released to the successor trustee of the last assessee of the property.

**ATTACHMENTS (if needed, in this order):**

Copies of Excess Proceeds Claim forms and supporting documentation are attached.



Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

**CLAIM SUMMARY**

RECEIVED  
2012 AUG 27 PM 3:17  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

Date: August 3, 2012  
To: Riverside County Treasurer and Tax Collector  
Assessors Parcel Number: 458-195-001-9  
Last Assessee: ALVAREZ REYNALDO 1 & DELOREZ P  
Sale Date: 3/20/2012  
TC: 071-319  
Item Number: 655  
Deadline: 5/11/2013

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. Quitclaim Deed quitclaiming interest to Reynaldo Q. Alvarez and Dolorez P. Alvarez, Co-Trustees, of The Reynaldo Q. and Dolorez P. Alvarez Trust, Dated April 25, 2004 as Document Number: 2004-0417572, Recorded in Riverside County on 05/02/2004.
2. Trust Agreement
3. Abstract of Trust Agreement
4. Certified Certificate of Death for Reynaldo Q. Alvarez
5. Certified Certificate of Death for Dolorez Alvarez
6. Declaration Signed by Reynaldo P. Alvarez authorizing Beatriz M. Ward F.K.A. Beatriz P. Alvarez to act alone as Successor Trustee
7. Photo ID for Reynaldo P. Alvarez
8. Certification of Trustees Under Trust
9. Certified Abstract of Marriage between Beatriz Alvarez and Patrick Henry Main
10. Certified License and Certificate of Marriage between Beatriz Alvarez Main and Roger Scott Ward
11. Declaration of one and the Same Person
12. Assignment of Rights To Collect Excess Proceeds signed by Beatriz M. Ward as Successor Trustee of The Reynaldo Q. & Dolorez P. Alvarez Trust dated April 25, 2004
13. Claim form(s) signed by Global Discoveries
14. Photo ID for Assignor: Beatriz M. Ward

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$12,198.01 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Chief Operating Officer, at (209) 593-3913, or e-mail to [jed@globaldiscoveries.com](mailto:jed@globaldiscoveries.com).

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

**Certified Tracking Number: 7008-1140-0002-8508-8217**

GD Number: 16694-168723



ASSIGNMENT OF RIGHT 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 assignor 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 assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 458-195-001-9, Tax Sale Number 071-319, Item 655 public auction on 3/20/2012 sold at available for refund is \$ 12,198.01+/- . I understand that the total of excess proceeds FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Beatriz M. Ward  
(Signature of Party of Interest/Assignor) (Date)

Beatriz M. Ward as Successor Trustee of The Reynaldo Q. & Dolores P. Alvarez Trust dated April 25, 2004  
(Name Printed)

Tax ID/SS# \_\_\_\_\_

6018 Meadows Drive #E  
(Address)

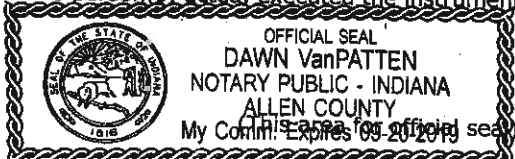
Fort Wayne, IN 46804-7682  
(City/State/Zip)

STATE OF Indiana )ss.  
COUNTY OF Allen )

260-710-7869  
(Area Code/Telephone Number)

On July 16<sup>th</sup>, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Beatriz M. Ward Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to 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]  
(Signature of Notary)



I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

[Signature]  
(Signature of Assignee)

Jed Byerly, Chief Operating Officer  
(Name Printed)

Tax ID/SS# \_\_\_\_\_

Global Discoveries, Ltd.  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF Stanislaus )

P.O. Box 1748  
Modesto, California 95353-1748  
(City/State/Zip)

Phone: (209) 593-3913

On 8-6-2012, before me, the undersigned, a Notary Public in and for said State, personally appeared \*\*\*Jed Byerly\*\*\* 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  
[Signature]  
(Signature of Notary)

117-174 (3/85) (Ret-Perm)



(This area for official seal)



WHEN RECORDED, MAIL TO  
MR. AND MRS. REYNALDO Q. ALVAREZ  
33765 KEITH AVE.  
HEMET, CA 92545

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MSC
	1		2			✓			
									7
A	R	L				COPY	LONG	REFUND	NCHD EXAM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

(10)



APN# 458195001-9 QUITCLAIM DEED

*Tr:*  
The undersigned grantor(s) declare(s): This conveyance transfers the grantor's interest into a Revocable Living Trust R & T 11911. There is no consideration for this transfer and is excluded from reappraisal under Proposition 13, 1. E., California Const. 13 A, Section 1 et, seq. (Documentary transfer tax is -0-)

REYNALDO Q. ALVAREZ AND DOLOREZ P. ALVAREZ, hereby REMISES, RELEASES and QUITCLAIMS to: REYNALDO Q. ALVAREZ AND DOLOREZ P. ALVAREZ, CO-TRUSTEES, of THE REYNALDO Q. AND DOLOREZ P. ALVAREZ TRUST, Dated April 25 2004

the beneficiaries of which are the Grantors, the following described real property in the County of Riverside, State of California,

THE NORTH HALF OF LOT 3 IN BLOCK "F" OF VALLEY VISTA ACRES NO. 2 AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 59 of MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

More commonly known as:

Subject to Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of records, if any.  
THE CO-TRUSTEES AND ANY SUCCESSOR TRUSTEE(S) SHALL HAVE FULL RIGHT TO SELL OR ENCUMBER THE PROPERTY DESCRIBED HEREIN.

Dated: April 25, 2004, 2004

Reynaldo Q Alvarez  
REYNALDO Q. ALVAREZ

Dolores Alvarez P.  
DOLOREZ P. ALVAREZ

STATE OF CALIFORNIA )

: ss.

COUNTY OF RIVERSIDE )

On April 25, 2004, 200   , before me, LAURA WENTLING,  
a Notary Public, personally appeared REYNALDO Q. ALVAREZ and DOLOREZ  
P. ALVAREZ,     personally known to me -OR-     proved to me on the  
basis of satisfactory evidence to be the persons whose names are  
subscribed to the within instrument and acknowledged to me that they  
executed the same in their authorized capacities, and that by their  
signatures on the instrument the persons or the entity, upon behalf of  
which the persons acted, executed the instrument.

WITNESS my hand and official seal.

*Laura Wentling*  
NOTARY PUBLIC



## TRUST AGREEMENT

THIS TRUST AGREEMENT made on this 25, day of April, 2004, between REYNALDO Q. ALVAREZ and DOLOREZ P. ALVAREZ, Husband and Wife, of the County of Riverside, State of California, herein designated as Co-Trustors, and REYNALDO Q. ALVAREZ and DOLOREZ P. ALVAREZ, herein designated as Co-Trustees. The term "Trustee" shall include Co-Trustees.

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

### ARTICLE I

#### TRUST PROPERTY

A. Original Trust Estate. The Co-Trustors hereby transfer to the Trustee, without consideration from the Trustee, the sum of one hundred dollars (\$100.00), receipt of which is hereby acknowledged, upon the conditions herein provided.

B. The name of this trust is:

**THE REYNALDO Q. AND DOLOREZ P. ALVAREZ TRUST.**

C. Nature of Property. On documents of title, the letters "SPH", "SPW" or "CP", should they be present, shall connote the following: "SPH" shall connote separate property or quasi-community property in the name of the husband; "SPW" shall connote separate property or quasi-community property in the name of the wife; and "CP" shall connote community property. Such connotations are rebuttable if the facts would indicate that ownership is other than as so designated. Should an asset not be designated "SPH", "SPW" or "CP", the separate, community or quasi-community character shall be as reflected in the books and records of the Co-Trustors and the Trustee. Joint tenancy property transferred into the trust, however, shall be converted to community property upon transfer into the trust.

D. Additions to Trust Estate. Additional property may be added to the trust estate at any time by the Co-Trustors or either of them, or by any person or persons, by inter vivos or testamentary transfer. Such additions and title to any property so added may be, but need not be, evidenced by amendment to this agreement or by schedule, deed, assignment, or other writings transferring property to the Trustee. All such original and additional property is referred to herein collectively as the trust estate and shall be held, managed and distributed as herein provided.

### ARTICLE II

#### CO-TRUSTORS' RIGHTS AND PRIVILEGES

A. Amendment. While both Co-Trustors are living, this trust may be

altered or amended by written instrument signed by both Co-Trustors and filed with the Trustee.

B. Revocation. While both Co-Trustors are living, either Co-Trustor may revoke this trust in whole or in part and restore to Co-Trustors their respective rights of testamentary disposition by written instrument filed with the other Co-Trustor and the Trustee. Upon the death of either Co-Trustor, this right of revocation may be exercised by the surviving Co-Trustor acting alone. By way of construction, Co-Trustors intend that the character of all property transferred to the trust which has an original source as community property shall remain community property and shall receive a basis adjustment under Section 1023 of the Internal Revenue Code of 1986, as amended. Any joint tenancy property owned by the Co-Trustors which was originally acquired out of community property assets and transferred to this trust shall be construed as community property as defined herein. Separate property and quasi-community property shall retain their original character as separate or quasi-community property. Either Co-Trustor may withdraw his or her separate or quasi-community property without the consent or concurrence of the other Co-Trustor.

C. Conservatorship or Guardianship. In the event that either Co-Trustor shall be legally declared a Conservatee or a Ward of the court, and the income from the trust shall be insufficient to provide for the proper health, support and maintenance of such Co-Trustor, the Conservator or Guardian of such Co-Trustor shall have the right, with the approval of the appropriate court, to invade the trust for the benefit of such Co-Trustor to the extent that such Co-Trustor could have invaded the trust had such Co-Trustor not been, at that time, subject to a Conservatorship or Guardianship. The powers of the Co-Trustors to revoke or amend this trust are personal to them and shall not be exercisable in their behalf by any Conservator or Guardian or other person, except that revocation or amendment may be authorized, after notice to the Trustee, by the court that appointed the Conservator or Guardian.

D. Investment of Trust Estate. While both are living and competent, the Co-Trustors may, at any time or times, direct the Trustee in writing to invest the trust estate in specific securities, properties or investments, to retain as part of the trust estate any securities, properties or investments for such length of time as such directions may provide, or to sell, encumber, lease, manage, control or dispose of any property of the trust estate. The Trustee shall not be liable for any loss sustained or incurred by reason of compliance by such Trustee with any such written directions of the Co-Trustors.

E. Character of Property. Regardless of the location of such property, any personal property transferred to this trust shall remain personal property, and any real property transferred to this trust shall remain real property.

### ARTICLE III

#### DISPOSITIVE PROVISIONS DURING JOINT LIFETIMES



A. Payment of Expenses. The Trustee shall pay or reserve sufficient funds to pay all expenses incident to the establishment, management and administration of the trust estate, including the compensation of the Trustee, all or any part of which may, in the discretion of the Trustee, be charged either to income or principal of the trust estate. The remaining income shall be and is hereinafter referred to as "net income".

B. Distribution of Income and Principal of Community Estate. During the joint lifetimes of the Co-Trustors, the Trustee shall pay to the Co-Trustors, or shall apply for the Co-Trustors' benefit, the net income of the community estate in quarter-annual or more frequent intervals. If the Trustee considers the net income insufficient, the Trustee shall pay to the Co-Trustors or apply for the benefit of the Co-Trustors as much of the principal of the community estate as is necessary, in the Trustee's discretion, for the Co-Trustors' proper health, education, support, maintenance, comfort and welfare, in accordance with their accustomed manner of living at the date of this instrument. The Co-Trustors shall have the same duty to use community income and principal received under this instrument for the benefit of Co-Trustors as they have with respect to any other community property.

C. Distribution of Income and Principal of Separate and Quasi-Community Estate. During the joint lifetimes of the Co-Trustors, the Trustee shall pay to or apply for the benefit of the Co-Trustor whose separate or quasi-community property was transferred to the trust the net income of that Co-Trustor's separate or quasi-community estate in quarter-annual or more frequent intervals. Similarly, if the Trustee considers the net income of the separate or quasi-community property insufficient, it shall pay to or apply for the benefit of the Co-Trustor whose separate or quasi-community property was transferred to the trust as much of the principal of that Co-Trustor's separate or quasi-community estate as is necessary, in the Trustee's discretion, for the proper health, education, support, maintenance, comfort and welfare of that Co-Trustor in accordance with his or her accustomed manner of living at the date of this instrument. Unless otherwise agreed by the Co-Trustors, quasi-community property shall, for these purposes, be treated as the separate property of the spouse whose labors gave rise to such property.

D. Liberal Exercise of Power of Invasion. The Trustee shall exercise in a liberal manner the power to invade principal contained in Subparagraphs B and C of this ARTICLE III.

#### ARTICLE IV

##### DISPOSITIVE PROVISIONS AFTER DEATH OF DECEASED SPOUSE

A. Payment of Debts of Deceased Spouse. On the death of the first Co-Trustor to die, hereinafter called the "Deceased Spouse", the Trustee may, in the Trustee's discretion, pay, out of the trust, debts of the Deceased Spouse; the estate and inheritance taxes, including interest and penalties, arising because of the Deceased Spouse's

death; the last illness and funeral expenses of the Deceased Spouse; attorneys' fees and other costs incurred in administering the Deceased Spouse's estate. The Trustee may pay any such taxes directly or, alternatively, in the sole discretion of the Trustee, distribute such sums to the Executor as shall be necessary to pay all or any portion of such taxes. Should the Trustee elect to make any payments of expenses or debts of the Deceased Spouse, the Trustee may not pay the separate or community debts or expenses of the Deceased Spouse from the separate property of the then surviving Co-Trustor, hereinafter called the "Surviving Spouse".

B. Marital Deduction Qualification. It is the intention of the Co-Trustors that, upon the death of the Deceased Spouse, the entire trust estate be held for the benefit of the Surviving Spouse in a manner which qualifies for the unlimited marital deduction under Section 2056 of the Internal Revenue Code of 1986, as amended.

C. Disposition of Trust.

1. Distribution of Income and Principal. During the life of the Surviving Spouse, the Trustee shall pay to or apply for the benefit of such Surviving Spouse the entire net income of the trust in quarter-annual or more frequent intervals. Additionally, the Trustee may distribute such portion of the principal of the trust, up to and including the whole thereof, as the Trustee deems to be in the best interest of the Surviving Spouse.

2. Appointment Exercisable During Life. During the life of the Surviving Spouse, such Surviving Spouse may, by a written instrument filed with the Trustee and signed by the Surviving Spouse, direct the Trustee to distribute any amount of income and/or principal of the trust, up to and including the whole thereof, to himself or herself, or to his or her estate, his or her creditors, or the creditors of his or her estate, or to any other individual designated by such Surviving Spouse.

3. Appointment Exercisable at Death. Upon the death of the Surviving Spouse, the Trustee shall distribute the principal of the trust and any accrued or undistributed net income thereon to such person or persons, including the estate, the creditors, or the creditors of the estate of the Surviving Spouse, outright or in trust, or upon such conditions and estates, and with such powers, in such manner and at such time or times, as appointed and directed by the last unrevoked written instrument executed by the Surviving Spouse and on file with the Trustee at the date of death of the Surviving Spouse or, if no such written instrument exists, as appointed and directed by such Surviving Spouse's Last Will, with such Will specifically referring to this power of appointment. Unless within ninety (90) days after the death of the Surviving Spouse the Trustee has actual notice of the existence of such a written instrument or Will, it shall be deemed for all purposes hereunder that such power of appointment was not exercised (but the provisions of this paragraph shall not affect any right which an appointee or beneficiary in default of appointment may have against any distributee).

4. Payment of Expenses of Surviving Spouse's Estate. After the death of the Surviving Spouse, the Trustee may, in the Trustee's discretion, pay out of the trust the estate and inheritance taxes and any debts and expenses of the Surviving Spouse.

## ARTICLE V

### DISPOSITIVE PROVISIONS AFTER DEATH OF SURVIVING SPOUSE

Upon the death of the Surviving Spouse, the Trustee shall distribute the remaining principal and any accumulated income which was not distributed by power of appointment referred to in ARTICLE IV C. herein above or continue the trust for the benefit of the beneficiaries hereinafter named under terms and conditions as follows:

A. Payment of Expenses. The Trustee shall pay or reserve sufficient funds to pay all expenses of management and administration of the trust estate, including the compensation of the Trustee and the attorney, all or any part of which shall be charged, in the Trustee's discretion, to income and/or principal of the trust estate. The remaining income shall be and is hereinafter referred to as "net income".

B. Distribution of Gifts. The Trustee shall distribute gifts of trust property, subject to the provisions of ARTICLE V E. herein below, to beneficiaries as follows: REYNALDO P. ALVAREZ JR. is to receive all tools in the shop. If any beneficiary named in this ARTICLE V B. is not then living, the gift to such deceased beneficiary shall lapse and shall become a portion of the remainder of the trust estate.

C. Distribution of Remainder of Trust Estate. Upon the death of the Surviving Spouse, the Trustee shall, after paying or reserving for all amounts payable, as provided in ARTICLE V A. and B., divide the remainder of the trust estate into shares set forth as follows and shall hold, administer and distribute each share according to the provisions of ARTICLE V E. herein below:

THE ESTATE SHALL BE DISTRIBUTED IN EQUAL SHARES BETWEEN; REYNALDO P. ALVAREZ JR. AND BEATREZ P. ALVAREZ.

D. Distribution of Deceased Beneficiary's Share. In the event a beneficiary named in Paragraph C. of this ARTICLE V is not then living, the share of such deceased beneficiary shall GO TO PROPORTIONATELY AUGMENT THE SHARES OF THE THEN LIVING BENEFICIARIES NAMED IN ARTICLE V-C.

E. Distributions of Income and Principal.

1. The Trustee may pay to or apply for the benefit of each beneficiary for whom a trust is then held who has not yet attained the age of twenty-one (21) years as much of the net income of said trust

as the Trustee shall determine to be in the best interest of and tending to promote the welfare of such beneficiary, after taking into consideration, to the extent the Trustee deems advisable, any other income or resources of such beneficiary. Any income not distributed shall be accumulated and added to and become part of the principal of said trust. After a beneficiary for whom a trust is then held attains the age of twenty-one (21) years, the Trustee shall pay to or apply for the benefit of such beneficiary the net income of said trust in convenient intervals not less frequently than quarter-annually.

2. If the Trustee deems the net income available hereunder not sufficient to provide for the reasonable health, support, maintenance and education of any beneficiary for whom a trust is then held, taking into consideration any other income and financial resources of such beneficiary, so far as known to the Trustee, it may, as often as it deems necessary, pay to or apply for the use and benefit of such beneficiary such part of the principal of the respective trust of such beneficiary, up to and including the whole thereof, as is necessary for the reasonable health, support, maintenance and education of such beneficiary.

3. The Trustee, in its discretion, may make net income or principal payments to a minor or a beneficiary under disability by making such payments to the guardian or conservator of his or her person, to a custodian under a Uniform Transfers to Minors Act or similar statute applicable in the State of CALIFORNIA, or to any suitable person with whom he or she resides, or the Trustee may apply such payments directly for the beneficiary's benefit. The Trustee may make net income or principal payments directly to a minor child if, in the Trustee's discretion, such child is of sufficient maturity to manage such distribution.

4. Upon the death of a beneficiary for whom a trust is then held prior to final distribution to such beneficiary, if said decedent is survived by issue, that portion of such trust (including both principal and any accrued or undistributed income) which is not exempt from the generation-skipping transfer tax imposed by Chapter 13 of the Internal Revenue Code of 1986 (or any successor provisions) shall be distributed to such one or more persons or entities, including the decedent's estate, and on such terms and conditions, either outright or in trust, as the decedent shall have appointed by the last dated instrument delivered to the Trustee, including a Will (whether or not admitted to probate), specifically referring to and exercising this power of appointment. Any of such portion of the trust as is not appointed, together with that portion of the trust that is exempt from the generation-skipping transfer tax, shall be distributed according to the terms of ARTICLE V D. herein above as though said beneficiary had predeceased the Surviving Spouse.

5. There need be no physical segregation or division of the various trust shares except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

6. Subject to a possible retention of some or all of the assets of the trust estate by the Trustee pursuant to ARTICLE VII S., whenever any beneficiary for whom a trust is then held shall have attained the age of 21 years, the Trustee shall distribute to such beneficiary, free of trust, the entire principal and accumulated income, if any, of his or her separate trust.

7. In the event that there shall be no surviving named beneficiaries, including issue as set forth herein, the trust shall terminate and the proceeds shall be distributed one-half (1/2) to the then surviving heirs at law of each Co-Trustor, as determined by the laws of intestate succession then existing in the State of CALIFORNIA; excluding, however, any provision for distribution to heirs of a predeceased spouse.

8. The term "issue", unless otherwise designated herein, shall include adopted "issue" of descendants and lineal descendants, both natural and legally adopted indefinitely. Such term shall specifically exclude individuals adopted out of the family of Co-Trustors or out of the family of a descendant of Co-Trustors. The word "living" shall include unborn persons in the period of gestation.

#### ARTICLE VI

##### ADDITIONAL DISPOSITIVE PROVISIONS

A. Discretionary Termination. If the value of the trust estate or of any segregated share held as a separate trust is determined by the Trustee to be valued at \$20,000.00 or less, then such trust may, in the discretion of the Trustee, be terminated and the remainder of such trust shall be distributed to the person then entitled to the income therefrom.

B. Rule Against Perpetuities. Unless sooner terminated in the manner hereinbefore provided, each trust shall cease and terminate one day prior to twenty-one (21) years from the death of the Surviving Spouse, or the death of the survivor of the named beneficiaries who are living at the date of death of the Surviving Spouse, whichever death shall last occur. Upon such termination, the entire trust estate, including principal and any accrued or undistributed net income thereon, shall be distributed to the persons for whom said trust estate is then held, in proportion to the trusts then held for such persons.

C. Spendthrift Provision. No beneficiary of this trust, other than a Co-Trustor, shall have any right to alienate, encumber or hypothecate his interest in the trust to claims of his creditors, or to render such interest liable to attachment, execution, or other process of law. The income of this trust shall not be pledged, assigned, transferred, sold or accelerated, anticipated or encumbered in any manner whatsoever by any beneficiary, nor shall any income of the trust be in any manner subject or liable in the hands of the Trustee for the debts, contracts or encroachments of any beneficiary or be subject to any assignments or any other voluntary or involuntary alienation or disposition whatsoever. If the creditor of any

beneficiary, other than a Co-Trustor, who is entitled to any distributions from a trust established under this instrument shall attempt by any means to subject to the satisfaction of his claim such beneficiary's interest in distribution, then, notwithstanding any other provision herein, until the release of the writ of attachment or garnishment or other process, the distribution set aside for such beneficiary shall be disposed of as follows:

1. Distribution to Beneficiary. The Trustee shall pay to or apply for the benefit of such beneficiary such sums as the Trustee shall determine to be necessary for the reasonable health, education (including study at institutions of higher learning) and support of the beneficiary according to his or her accustomed mode of life.

2. Disposition of Excess. The portion of the distribution that the Trustee shall determine to be in excess of the amount necessary for such health, education (including study at institutions of higher learning) and support shall, in the Trustee's discretion, either be added to and become principal of the trust share of such beneficiary or be paid to or applied for the benefit of the other beneficiaries then entitled to receive payments from any trust established under this instrument, in proportion to their respective interests in the trust estate; or, if there be no other beneficiaries, the excess income may be paid to or applied for the benefit of the person or persons presumptively entitled to the next eventual interest, in proportion to their respective interests.

#### D. Simultaneous Death.

1. Co-Trustors. In the event that the Co-Trustors shall die simultaneously, or if there is insufficient evidence to establish that Co-Trustors died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Trustors, as defined for federal estate tax purposes, shall have predeceased the other Co-Trustor, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption. Should there be no separate property either in the trust or passing into trust after the Co-Trustors' deaths, all property shall pass as though the Wife shall have survived.

2. Surviving Spouse and Beneficiaries. If any beneficiary of the trust other than a Co-Trustor shall die simultaneously with the Surviving Spouse, or if there is insufficient evidence to establish that such beneficiary and the Surviving Spouse died other than simultaneously, it is hereby deemed that the Surviving Spouse shall have survived the beneficiary.

### ARTICLE VII

#### TRUSTEE'S POWERS

In addition to all other powers and discretions granted to or vested in the Trustee by law or by this instrument, the Trustee shall have

full power to do everything it deems to be in the best interests of the beneficiaries of the trust, including, but not limited to, the following powers and discretions:

A. Power to Retain Trust Property and Comply with Existing Agreements. To continue to hold any property received in trust, including undivided interests in real property, and to operate any property or any business received in trust as long as the Trustee, in the Trustee's discretion, may deem advisable, notwithstanding the fact that any or all of the investments retained are of a character or size which, but for this express authority, would not be considered proper for the Trustee. In the event either Co-Trustor shall be a party to a Buy-Sell Agreement, Cross-Purchase Agreement, Stock Redemption Agreement, Option or any agreement providing for the disposition of such Co-Trustor's interest in property, whether such agreement has been executed by Co-Trustor individually or as Co-Trustee of this Trust Agreement, and which property is owned by the trust, then upon the death of such Co-Trustor, the then acting Trustee of this trust is hereby directed to transfer as much of Co-Trustor's interest in such property then held in the trust as is necessary to carry out the provisions of any such agreement and to execute all documents and take all further actions necessary or appropriate to carry out the terms of such agreement.

B. Power to Manage Trust Property. To manage, control, sell, convey, exchange, partition, divide, subdivide, improve and repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust, for any purpose, including exploration for and removal of oil, gas and other minerals; to enter into oil, gas and mineral leases, assignments, farmouts, farmings and joint ventures; to purchase and sell gas, oil and mineral royalties, to create restrictions, easements, and other servitudes; to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; to institute, compromise and defend actions and proceedings; to construct, alter or demolish any buildings; and to carry such insurance as the Trustee may deem advisable.

C. Power to Invest. To invest and reinvest the principal and to purchase or acquire therewith every kind of property, real or personal, and every kind of investment, specifically including, but not by way of limitation, commodities of every nature, corporate obligations of every kind, precious metals such as gold or silver, and stocks, preferred or common, and to buy stocks, bonds, commodities and similar investments on margin or other leveraged accounts and to short sell such accounts, and to buy, sell and write stock and other security options, and to enter into commercial partnership as a partner, limited or general, and to operate any business as a sole proprietor. To open, operate and maintain a securities brokerage account wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee may deem appropriate or useful.

D. Power to Retain Trust Property without Diversification. To retain,

without liability for loss or depreciation resulting from such retention, original property, real or personal, at any time received by the Trustee, for such time as the Trustee shall deem best, even though such property may not be of the character prescribed by law or by the terms of this trust for the investment of trust funds, and although it may represent a large percentage of the total trust or estate property, and without being required to observe the principle of diversification of trust investments.

E. Power to Retain Unproductive Property. To retain uninvested all or any part of the trust estate from such time, and from time to time, as the Trustee may deem advisable; provided that unproductive property shall not be held as an asset of the trust for more than a reasonable time during the life of the Surviving Spouse without his or her consent.

F. Power to Borrow. To borrow money for any trust purpose upon such terms and conditions as the Trustee may deem proper, and to obligate the trust estate by mortgage, deed of trust, pledge, or otherwise, using such procedure to consummate the transaction as the Trustee may deem advisable and to pledge the assets of the trust estate to secure the guarantee by the Co-Trustors of the debts of third parties.

G. Power to Manage Securities. To have, respecting securities, all the rights, powers and privileges of an owner, including the power to pay assessments and other sums deemed by the Trustee necessary for the protection of the trust estate; to participate in voting trusts, pooling agreements, foreclosures, recapitalizations, 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 the foregoing powers.

H. Power to Partition, Allot and Distribute. Upon any division or distribution of the trust estate, to partition, allot and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution. The power of the Trustee to make distributions in kind shall include the power to make non-pro rata distributions in kind without regard to the income tax basis of assets so distributed.

I. Power to Determine Principal and Income. Except as otherwise specifically provided in this Trust Agreement, the determination of all matters relating to principal and income and receipts and expenses shall be governed by the provisions of the Uniform Principal and Income Act or similar statute applicable in the State of CALIFORNIA from time to time existing. Any such matter not provided for either in this instrument or in the Uniform Principal and Income Act or similar statute applicable in the State of CALIFORNIA shall be determined by the Trustee in the Trustee's discretion. The Trustee's powers shall be subject, at any time that a beneficiary shall be a



Trustee hereunder, to the Trustee's duty to treat income and remainder beneficiaries equitably.

J. Power to Distribute Income. To make payments, if any, of the net income of the trust in quarterly or more frequent intervals as may be convenient to the Trustee. Upon the death of the income beneficiary of the trust during its continuance, any accumulated income which would have been paid to such beneficiary had he or she survived shall not be payable to his or her estate but shall be paid to his or her successors or successor in interest in the trust as herein above provided.

K. Power to Employ Counsel. To employ counsel and corporate or other agents in the discharge of their duties and to pay them a reasonable compensation out of either income or principal, in the Trustee's discretion, and to rely upon the advice of counsel and to suffer no liability resulting from any action taken or withheld pursuant to such advice.

L. Power to Pay Taxes and Expenses Relative to Trust Property. To pay from time to time all taxes, assessments, including corporate assessments, and other charges levied or accruing against or on account of the trust property, and to pay all expenses of the trust, including reasonable compensation to the Trustee. To deduct all said taxes, assessments, charges and expenses from the income or principal of the trust as the Trustee may deem proper, giving consideration to whether it was income or principal or an allocation between them which gave rise to such taxes, charges and expenses.

M. Power to Hold Trust Property in the Name of a Nominee. To take title to any property in its name as Trustee hereunder or in its own name or in the name of a nominee without disclosing the trust, or, in the case of securities, to take and keep the same unregistered and to retain them in such manner that title may pass by delivery; or, in the case of real estate, to keep deeds unrecorded; or to deposit cash in a checking or savings account without indication of any fiduciary capacity.

N. Power to Distribute to or for the Benefit of Minor or Disabled Beneficiary. In any case in which a trust share is distributable to a beneficiary who has not reached majority in the state of his or her residence, or in any case where mandatory or discretionary payments of income or principal are to be made to such a minor or other beneficiary under legal disability, the Trustee may, in its discretion, distribute income or principal directly to the beneficiary, to the guardian or parent of the beneficiary, to a bank account in trust, to a custodianship for the beneficiary or to a person with whom the beneficiary resides. The receipt of the beneficiary, guardian, parent or person shall discharge the Trustee from its responsibility for the proper expenditure of income or principal.

O. Power to Pay Taxes. To pay out of the trust shares or income interests giving rise to such taxes, all state, federal and local

property taxes, income taxes and all other taxes relating to the trust estate.

P. Power to Lend. To lend money to any person, including the probate estate of either Co-Trustor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

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

R. Power to Commence or Defend Litigation and to Compromise. To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable, and to compromise or otherwise adjust claims or litigation against or in favor of the trust.

S. Power to Withhold Payment Pursuant to Conflicting Claims. To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this trust, without the payment of interest, all or any part of the property, so long as the Trustee shall determine, in the Trustee's discretion, that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the trust estate. The Trustee is under no obligation to make such retentions and shall be under no liability whatever for the exercise or the failure to exercise such discretion. The interests of the beneficiaries hereunder shall be vested regardless of whether or not such assets are so retained, and all income required to be distributed shall be payable to such beneficiaries in convenient intervals not less frequently than quarter-annually.

T. Power to Adjust for Tax Consequences. To take any action and to make any election, in the Trustee's discretion, in order to minimize the tax liabilities of this trust and its beneficiaries or to extend the time for payment of any tax liabilities. The Trustee shall allocate the benefits from such action or election among the various beneficiaries. The Trustee shall make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election, investment, or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

U. Power to Subject Trust Property to Probate. It is the Co-Trustors' intention to avoid probate through the use of this Trust Agreement. If, however, the Trustee of this trust and the Executor of the estate of either Co-Trustor shall mutually determine that it shall be in the best interests of the beneficiaries of the trust, and the beneficial interests of the beneficiaries shall not thereby be altered, the Trustee may subject any asset to probate to accomplish a result unavailable without probate. This power shall be strictly construed and shall only be used to secure any tax or other benefit otherwise

unavailable to the trust.

V. Power to Delegate. To perform or to delegate to any trustee or non-trustee any non-discretionary power, including the power to singularly or jointly open, close or transfer any type of bank account and savings and loan association account, sign checks, drafts, withdrawal slips or other documents, give instructions for the receipt or delivery of securities or other property, give instructions for the payment or the receipt of money and, singularly or with others, have access to any safe deposit box or other place containing property of this trust.

## ARTICLE VIII

### LIMITATION OF POWERS OF TRUSTEE

A. Management of Principal and Income. No powers, enumerated herein or accorded to Trustee generally by law, shall be construed to enable any person appointed as Trustee or otherwise, or any other person, to purchase, exchange or otherwise deal with or dispose of the principal or income of this trust for less than an adequate consideration in money or money's worth or to enable any person appointed as Trustee or otherwise to borrow the principal or income of this trust directly or indirectly without adequate interest or security. This limitation shall not apply to a Co-Trustor acting as Co-Trustee or sole Trustee, nor shall it apply to a Co-Trustor who is the Surviving Spouse and serving as Co-Trustee or sole Trustee of the trust after the death of the Deceased Spouse.

B. Fiduciary Capacity of Trustee. Any Trustee or Co-Trustee of an irrevocable trust hereunder shall act at all times in his or her fiduciary capacity and shall treat the income and remainder beneficiaries equitably, and no Trustee shall have any power which would cause includibility of such irrevocable trust share in his or her estate for federal estate tax purposes. Should any condition arise, including a change in the law, which would prevent any such Trustee or Co-Trustee of such irrevocable trust from acting as Trustee hereunder without causing includibility of such trust share in his or her estate for federal estate tax purposes merely by reason of such trusteeship, such Trustee or Co-Trustee shall resign, and the next successor Trustee, as designated herein, who shall not be subject to such includibility shall be appointed in his or her stead.

C. Invasion of Principal by Trustee. No Trustee or Co-Trustee who is also a beneficiary of an irrevocable trust share hereunder shall have the power to invade the trust principal for his or her benefit prior to the termination of the trust, except pursuant to the ascertainable standards set forth in this Trust Agreement.

D. Trustee's Power over Community Property. The Trustee shall have no more extensive power over any community property transferred to the trust than either of the Co-Trustors would have had under the laws of the State of CALIFORNIA had this trust not been created, and this instrument shall be so interpreted to achieve this intention. This

limitation shall terminate upon the death of either Co-Trustor.

#### ARTICLE IX

##### RECORDS AND ACCOUNTING

The Trustee shall keep and maintain adequate books and records reflecting all income and principal transactions, which books and records shall be open at all reasonable times to the inspection of the Co-Trustors and to their duly authorized representatives. The Trustee shall furnish at least annual statements for all transactions to the then income beneficiaries of the trust or to the natural or legal guardians of such beneficiaries.

#### ARTICLE X

##### COMPENSATION OF TRUSTEE

The Trustee shall receive as compensation for its services, unless waived, such amount of commissions as are customarily being charged by commercial trust companies for services as a trustee of an inter vivos trust in the State of CALIFORNIA.

#### ARTICLE XI

##### TRUSTEES AND SUCCESSORS

A. Co-Trustors as Trustees and Successors. Upon the death, resignation or incapacity of either REYNALDO Q. ALVAREZ or DOLOREZ P. ALVAREZ as Trustee, the successor Trustee shall be the survivor of them. Upon the death, resignation or incapacity of both REYNALDO Q. ALVAREZ and DOLOREZ P. ALVAREZ, the successor Trustee shall be BEATREZ P. ALVAREZ AND/OR REYNALDO P. ALVAREZ JR.. Upon the death, resignation or incapacity of BEATREZ P. ALVAREZ AND/OR REYNALDO P. ALVAREZ JR., the successor Trustee shall be NONE.

B. Powers and Responsibility of Successor Trustee. Upon the appointment of any successor Trustee, such Trustee shall not be required to conduct an audit or account of the fiduciary conduct of any previous Trustee and shall incur no liability whatsoever by its failure to examine the prior trust record. Every successor Trustee shall have all the powers given the originally named Trustee. No successor Trustee shall be personally liable for any act or omission of any predecessor.

C. Guardianship or Conservatorship of Trustee. The establishment of a Guardianship or Conservatorship of the Trustee, whether it is of the Estate or the Person, shall cause the trusteeship of such individual to terminate and to pass to the successor Trustee. Additionally, should two physicians, neither of whom is a beneficiary hereunder, related to either Co-Trustor or to the Trustee within the second degree, nor related to any beneficiary of this trust or beneficiary under the Will of either Co-Trustor within the second degree, certify that the Trustee is incompetent to act as Trustee, such trusteeship

shall terminate and pass to the successor Trustee upon notification of such certification to the Co-Trustors, or the surviving Co-Trustor, the Trustee, and each then income beneficiary. Should any Co-Trustor, Trustee or income beneficiary object to such certification, such objecting party may seek a legal determination of incompetence in any court of competent jurisdiction.

D. Resignation of Trustee. Any Trustee or Co-Trustee of this Trust Agreement may resign as Trustee after written notice of such resignation is delivered to the Co-Trustors, or the surviving Co-Trustor, or, if both Co-Trustors are deceased, to all of the beneficiaries then receiving income interests, and upon the acceptance of the successor Trustee to act. The resignation of a Trustee can be effected by the attorney-in-fact for a Trustee exercising such power pursuant to a valid power of attorney. An accounting of the assets, income and expenses shall be delivered by the resigned Trustee to the successor Trustee as soon thereafter as is reasonably practical.

E. Removal of Trustee. The Co-Trustors shall have full power and authority and, after the death of either Co-Trustor, the surviving Co-Trustor shall have full power and authority, at any time or times, to remove the Trustee hereunder and to appoint a successor Trustee, including any corporation or banking institution, and shall do so by delivering to the Trustee to be removed a written notice of such removal, a written appointment of the successor Trustee, and a written acceptance by the successor Trustee. Upon delivery of such instruments to the Trustee, said Trustee shall, after deducting all charges and amounts due it as Trustee, and upon receipt of such proper indemnity as it may require, transfer and deliver the trust estate to the successor Trustee. Thereafter, said removed Trustee shall have no further powers, discretions, rights, obligations or duties with reference to the trust, and all such powers, discretions, rights, obligations or duties given the Trustee by this instrument shall inure to and be binding upon said successor Trustee. After the death of either Co-Trustor, the surviving Co-Trustor shall have full power and authority to alter the succession of trustees, as provided herein, by written Designation of Successor Trustee(s) filed with the then acting Trustee.

F. Delegation of Power to Co-Trustee(s) and Other Agents. Any acting Co-Trustee may, from time to time, delegate to one or more of the remaining acting Co-Trustees any powers, duties or discretions. Every such delegation shall be in writing, delivered to the delegate or delegates and shall remain in effect for the period of time specified in such written delegation or until earlier revocation in writing is delivered to such delegate or delegates. The certification of any Trustee as to the name and authority of any Trustee acting by reason of delegation or otherwise shall be sufficient evidence and shall indemnify any person relying upon such certification. Additionally, a Co-Trustor acting as a Trustee may, by the execution of a Power of Attorney, delegate to a third party the power and authority to act for such Co-Trustor in his or her capacity as a Trustee in any way in which said Trustee could act if personally present and able to act, subject to the provisions and any limitations set forth in such

executed Power of Attorney.

G. Required Consent of Co-Trustees. Subject to the provisions of ARTICLE XI F., whenever there are more than two (2) acting Co-Trustees, a majority of such Co-Trustees, whether individual or corporate, shall have the power to make any decision, undertake any action or execute any documents affecting the trusts created herein, and the dissenting Co-Trustee or Co-Trustees shall thereupon be released from all liability resulting from the decision of the majority. If there are two (2) acting Co-Trustees, they must act unanimously. If an individual Co-Trustee and a corporate Co-Trustee are acting, the decision of the individual Co-Trustee shall be binding.

H. Vacancy in Trusteeship. In the event that all of the named Trustees and successors shall die, resign, or be incapacitated, and in the event that the right to appoint or designate a successor Trustee is not exercised by the Co-Trustors or by the surviving Co-Trustor, as provided in ARTICLE XI E. herein above, then, and in that event, the successor Trustee shall be chosen by a majority in interest of the then living beneficiaries, with a parent or guardian voting for each minor beneficiary.

I. Foreign Assets. In the event that the trust shall own real property (hereinafter referred to as "Foreign Assets") in some state other than CALIFORNIA and the Trustee hereunder shall be a corporate or individual Trustee not authorized to do business in that state, such corporate or individual Trustee shall select an individual ancillary Trustee located anywhere within the United States of America, providing such individual Trustee shall be legally able to act in such state, or a corporate ancillary Trustee located within the state of situs of such real property, and such ancillary Trustee shall be vested with, and only with, title to and management of each Foreign Asset, and such ancillary Trustee shall have the same rights and powers over the real property within such state as the regularly appointed Trustee under this trust would have had it been able to act as Trustee within that state. The ancillary Trustee shall pay over to the Trustee hereunder, at least annually, the net income attributable to such Foreign Assets. The Trustee selecting such ancillary Trustee shall be held harmless for any wrongdoing on the part of the ancillary Trustee which it shall select. No individual ancillary Trustee may be selected who would, merely through selection as such ancillary Trustee, be subject to estate or inheritance tax on any trust assets upon his or her death.

## ARTICLE XII

### BOND

No Trustee or successor Trustee named herein shall be required to furnish any bond or bonds for the performance of Trustee's duties hereunder.

## ARTICLE XIII

## BANK ACCOUNTS

While both Co-Trustors are living and competent, except when a corporate Trustee is acting hereunder, either Co-Trustor may add money to or withdraw money from any savings or checking account owned by the trust in any financial institution without the approval of the Trustee or other Co-Trustor, provided, however, that the ownership of the funds received or deposited, whether community or non-community of either party, shall remain the same and the Co-Trustor removing or adding such funds shall gain no additional ownership interest therein than was present prior to the withdrawal from or addition to the trust account.

## ARTICLE XIV

### GOVERNING LAW

The validity of this trust with respect to real property shall be governed by the state of its situs. The validity of this trust with respect to personal property, and the construction, interpretation and administration of this trust with respect to all property, shall be governed by the laws of the State of CALIFORNIA in force from time to time.

## ARTICLE XV

### MERGER

The trust created hereby shall not terminate or be held to have terminated upon any theory of merger based on the fact that the same persons are, by the terms of this instrument, made sole beneficiaries and Trustee of said trust; and said beneficiaries are expressly given the right and privilege to participate in the property and business and the profits, dividends, earnings and increase thereof without regard to the relation as Trustee which such beneficiaries may bear to said trust.

## ARTICLE XVI

### NO-CONTEST CLAUSE

In the event that any beneficiary under this trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this trust or of a deceased Co-Trustor's Last Will or shall seek to obtain an adjudication in any proceeding in any court that this trust or any of its provisions, or that such Will or any of its provisions, is void, or seek otherwise to void, nullify, or set aside this trust or any of its provisions, then the right of that person to take any interest given to him by this trust shall be determined as it would have been determined had the person predeceased the execution of this Trust Agreement. The Trustee is authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

## ARTICLE XVII

## VALIDITY OF TRUST AGREEMENT

- A. Conflict with Jurisdictional Law. This trust shall be construed in such a manner as to uphold its validity in the event that any provision would otherwise appear to conflict with the law of the jurisdiction governing such trust provision in question.
- B. Distribution Required by Court. In the event that any court of competent jurisdiction shall make a final determination that some individual or institution other than a named beneficiary hereunder is, in fact, to be a recipient of a portion or all of this trust estate, the Trustee shall distribute to such court-determined beneficiary such share as such court shall order, and the Trustee and attorney for the trust shall be absolved from any liability whatever for carrying out such order, and all beneficiaries herein shall be bound by such court order. Should any such court make such a determination after any assets are distributed hereunder, the individual or individuals receiving such assets shall return them to the Trustee for redistribution in accordance with the court order.
- C. Violation of Law. If the trust created hereunder shall violate any applicable rule against perpetuities, accumulations or any similar rule or law, the Trustee is hereby directed to terminate such trust on the date limited by such rule or law and, thereupon, the property held in such trust shall be distributed to the persons then entitled to share in the income therefrom, in the proportions in which they are entitled to share the income, notwithstanding any provision of this trust to the contrary.
- D. Exercise of Power of Appointment in Violation of Law. No power of appointment granted hereunder shall be so exercised as to violate any such applicable rule or law, and attempted exercise of any such power which violates such rule or law shall be void, notwithstanding any provision of this trust to the contrary.
- E. Headings. The headings, titles and subtitles used herein are for the convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings of the provisions contained herein and shall not affect the construction hereof.



IN WITNESS WHEREOF, REYNALDO Q. ALVAREZ and DOLOREZ P. ALVAREZ, Co-Trustors, and REYNALDO Q. ALVAREZ and DOLOREZ P. ALVAREZ, as evidence of their acceptance of the responsibilities of Co-Trustees hereunder, have each signed this Trust Agreement.

CO-TRUSTORS:

Reynaldo Q. Alvarez  
REYNALDO Q. ALVAREZ

Dolores Alvarez P  
DOLOREZ P. ALVAREZ

CO-TRUSTEES:

Reynaldo Q. Alvarez  
REYNALDO Q. ALVAREZ

Dolores Alvarez P  
DOLOREZ P. ALVAREZ

STATE OF CALIFORNIA )  
 : ss. )  
COUNTY OF RIVERSIDE )

On April 25, 2004, before me, LAURA WENTLING,  
a Notary Public, personally appeared,  
REYNALDO Q. ALVAREZ and DOLOREZ P. ALVAREZ,

X personally known to me -OR- \_\_\_\_\_ proved to me on the basis of  
satisfactory evidence to be the  
persons whose names are subscribed  
to the within instrument, and  
acknowledged to me that they  
executed the same in their  
authorized capacities, and that by  
their signatures on the instrument  
the person or the entity, upon  
behalf of which the person acted,  
executed the instrument.

WITNESS my hand and official seal.

Laura Wentling  
Notary Public



WHEN RECORDED MAIL TO:  
 MR. AND MRS. REYNALDO Q. ALVAREZ  
 33765 KEITH AVE.  
 HEMET, CA 92545

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**ABSTRACT OF TRUST AGREEMENT**

THIS AGREEMENT is made and entered into on April 25, 2004, between REYNALDO Q. ALVAREZ and DOLOREZ P. ALVAREZ, of the County of RIVERSIDE, State of California, herein designated as Co-Trustors; and REYNALDO Q. ALVAREZ and DOLOREZ P. ALVAREZ, of the County of RIVERSIDE, State of California, herein designated as Co-Trustees.

The name of the trust is

**THE REYNALDO Q. AND DOLOREZ P. ALVAREZ TRUST.**

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Description of Trust: The parties hereto desire to confirm the establishment of a revocable trust on the date first written above, and amendments thereto, for the benefit of Co-Trustors (as husband and wife) and containing, among others, the following provisions:
2. Initial Co-Trustees. The husband and wife are designated as Co-Trustees, to serve until the death, resignation or incompetence of one of them, and the remaining Co-Trustee shall continue to act as sole Trustee.
3. Successor Trustees. Upon removal of both husband and wife as Co-Trustees, the successor Trustee is designated as BEATREZ P. ALVAREZ. Upon removal of BEATREZ P. ALVAREZ as Trustee, the successor Trustee is designated as REYNALDO P. ALVAREZ JR..
4. Power to Alter Succession of Trustees. After the death of either Co-Trustor, the surviving Co-Trustor shall have full power and authority to alter the succession of trustees by written Designation of Successor Trustee(s) filed with the then acting Trustee.
5. Trust Held for Surviving Spouse Upon Death of a Co-Trustor. Upon the death of either Co-Trustor, the trust estate remains in trust for the benefit of the Surviving Spouse, with said Surviving Spouse retaining the unlimited right to amend, revoke or terminate the entire trust, retaining the right to an unlimited amount of income and

trust, retaining the right to an unlimited amount of income and principal, and retaining a general power of appointment over the entire trust estate which can be exercised by lifetime transfer or by Will or written instrument filed with the Trustee prior to death.

6. Trustee's Powers. The Co-Trustees, or the successor Trustee, shall have the power and authority to manage and control the trust property in such manner as the Trustee or successor Trustee may deem advisable, and they shall have, enjoy and exercise all powers and rights over and concerning property and the proceeds thereof as fully and amply as though the Co-Trustees were the absolute and unqualified owners of same, including, but not limited to, the following:

(a) Power to Manage Trust Property. The power to grant, exchange, lease, sell and convey real and personal property;

(b) Power to Borrow. The power to borrow money and to obligate the trust estate by mortgage, deed of trust, pledge or otherwise;

(c) Power to Invest. The power to invest in commodities of every nature, corporate obligations of every kind, precious metals such as gold or silver, stocks, preferred or common, to buy stocks, bonds, commodities and similar investments on margin or other leveraged accounts, to open, operate and maintain a securities brokerage account wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee may deem appropriate or useful, except to the extent that such management would cause ineligibility of any irrevocable trust in the estate of a Trustee.

(d) Power to Delegate. To perform or to delegate to any trustee or non-trustee any non-discretionary power, including the power to singularly or jointly open, close or transfer any type of bank account and savings and loan association account, sign checks, drafts, withdrawal slips or other documents, give instructions for the receipt or delivery of securities or other property, give instructions for the payment or the receipt of money and, singularly or with others, have access to any safe deposit box or other place containing property of this trust.

7. Distribution after Death of Both Co-Trustors. Following the death of both Co-Trustors, the trust continues or is distributed in whole or in part for the benefit of other named beneficiaries according to the terms of the trust.

8. Checking and Savings Accounts. While both Co-Trustors are living and competent, except when a corporate Trustee is acting hereunder, either Co-Trustor may add money to or withdraw money from any savings or checking account owned by the trust in any financial institution without the approval of the Trustee or other Co-Trustor; provided, however, that the ownership of the funds shall remain the same and the Co-Trustor adding or removing such funds shall gain no additional ownership interest therein than was present prior to the withdrawal from or addition to the trust account.

documents of title as "SPH" is rebuttably presumed to be separate property of the Husband, "SPW" is rebuttably presumed to be the separate property of the Wife, and "CP" is rebuttably presumed to be community property. If no letters are added, ownership shall be as reflected on the books and records of the Co-Trustors.

10. Character of All Property Except Joint Tenancy Property Unchanged Upon Transfer to Trust. All property transferred into the trust which had an original source as community property shall remain community property and all property which had an original source as separate property shall remain separate property of the contributing spouse, unless other provision shall have been made therefor, except that joint tenancy property transferred into the trust shall be converted to community property upon transfer into the trust.

11. Real and Personal Property. All personal property transferred into the trust shall remain personal property and all real property transferred into the trust shall remain real property.

12. Power over Community Property. Until the death of the first Co-Trustor, no Trustee shall have any more extensive power over community property than would a husband or wife under the laws of the State of California.

13. Trustee's Power to Transfer Assets. Unless otherwise indicated to a prospective transferee, the Trustee has full power to transfer assets held in the name of the trust, and subsequent transferees shall be entitled to rely upon such transfers, provided the chain of title is not otherwise deficient.

14. Governing Law. This trust shall be governed by the laws of the State of California.

15. Spendthrift Provision. This trust contains a spendthrift provision.

16. Trust Agreement to Govern. The use of this Abstract of Trust Agreement is for convenience only, and the Trust Agreement is solely controlling as to provisions and interpretations, and any conflict between this Abstract and the Trust Agreement shall be decided in favor of the Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Abstract of Trust Agreement the day and year first above written.

CO-TRUSTORS:

Reynaldo Q. Alvarez  
REYNALDO Q. ALVAREZ

Dolores Alvarez P.  
DOLOREZ P. ALVAREZ

CO-TRUSTEES:

Reynaldo Q. Alvarez  
REYNALDO Q. ALVAREZ

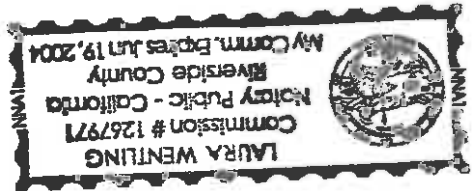
Dolores Alvarez P.  
DOLOREZ P. ALVAREZ

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE : ss. )

On April 25, 2004, before me, LAURA WENTLING,  
a Notary Public, personally appeared

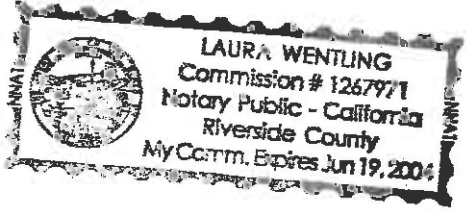
REYNALDO Q. ALVAREZ and DOLOREZ P. ALVAREZ,  
~~X~~ personally known to me -OR-

proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity, upon behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal.

Laura Wentling  
Notary Public



**CERTIFICATION OF TRUSTEES UNDER TRUST**  
**(California Probate Code Section 18100.5)**

I (we), Beatriz M. Ward as Successor Trustee of The Reynaldo O. & Dolorez P. Alvarez Trust dated April 25, 2004, being of legal age, declares under penalty of perjury:

1. Declarant(s) certify the existence of the following described Trust and state that he/she/they are all of the current trustees:

Name of Trust: The Reynaldo O. & Dolorez P. Alvarez Trust  
Date of Trust: April 25, 2004  
Trustor(s)/Settlor(s): Reynaldo O. & Dolorez P. Alvarez  
Original Trustee(s): Reynaldo O. & Dolorez P. Alvarez  
Trust Identification, Social Security or Employer Identification: April 25, 2004

2. Declarant(s) state that the Trust is in full force and effect and has not been revoked, terminated or otherwise amended in any manner which would cause the representations in this Certification to be incorrect. The name(s) of all persons who have any power to revoke the trust are: Beatriz M. Ward and Reynaldo P. Alvarez Jr.

3. Declarant(s) state the following named trustee(s) is/are full empowered to act for said Trust and is/are properly exercising his/her/their authority under said Trust in negotiating for, contract for and executing the document(s) attached hereto, and that no trustee(s) other than the following named trustees are necessary under the Trust to sign said document(s):

Trustees authorized to sign: Beatriz M. Ward and Reynaldo P. Alvarez Jr.  
Nature of document: Assignment of Right to Collect Excess Proceeds  
Date of document: July 6, 2012

4. Declarant(s) state that to the best of their knowledge, there are no claims, challenges of any kind or cause of action alleged, contesting or questioning the validity of the Trust or the trustee's authority to act for the Trust.

5. This Declaration is prepared and executed pursuant to California Probate Code Section 18100.5.

Signed under penalty of perjury, this 6th day of July, 2012.

Beatriz M. Ward  
Signature

Name: Beatriz M. Ward  
Address: 6018 Meadow Dr. Apt E  
City, State, Zip Fort Wayne, IN. 46804

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of Indiana

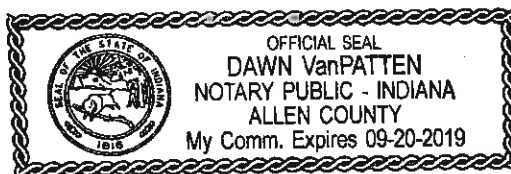
County of Allen

On 7/6/2012 before me, Dawn VanPatten, Notary Public personally appeared  
(Date) (here insert name and title of the officer)

Beatriz M. Ward, 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.

WITNESS my hand and official seal.

Dawn VanPatten (seal)  
Signature of Notary Public



# STATE OF CALIFORNIA

## CERTIFICATION OF VITAL RECORD

# COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052004186527

### CERTIFICATE OF DEATH

3200433009798

STATE FILE NUMBER 3052004186527		DATE OF DEATH 10/05/2004		LOCAL REGISTRATION NUMBER 3200433009798	
1. NAME OF DECEDENT - FIRST (Given)		2. MIDDLE		3. LAST (Family)	
REYNALDO		Q		ALVAREZ	
AKA, ALSO KNOWN AS - Include all AKA (FIRST, MIDDLE, LAST)					
REYNALDO A. QUINTANA					
4. DATE OF BIRTH		5. AGE Yrs		6. SEX	
03/26/1931		73		M	
8. BIRTH STATE/FOREIGN COUNTRY		11. EVER IN U.S. ARMED FORCES?		12. MARITAL STATUS (at Time of Death)	
BC		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		MARRIED	
13. EDUCATION - Highest Level/Degree (See worksheet on back)		14. WAS DECEDENT OF ANOTHER COUNTRY? (If yes, list country on back)		15. DECEDENT'S RACE - Up to 2 races may be listed (see worksheet on back)	
6		X YES MEXICAN		WHITE 10	
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.)		19. YEARS IN OCCUPATION
HEAVY EQUIPMENT OPERATOR			CONSTRUCTION		42
20. DECEDENT'S RESIDENCE (Street and number or location)					
33765 KEITH AVE					
21. CITY		22. COUNTY/PROVINCE		23. STATE/FOREIGN COUNTRY	
HEMET		RIVERSIDE		CA	
24. INFORMANT'S NAME, RELATIONSHIP					
DOLORES ALVAREZ, SPOUSE					
25. ADDRESS (Street and number or rural route and box number, and ZIP)					
33765 KEITH AVE HEMET, CA 92545					
26. NAME OF SURVIVING SPOUSE - FIRST					
DOLORES					
27. NAME OF FATHER - FIRST		28. MIDDLE		29. BIRTH STATE	
FRANCISCO		ALVAREZ		C	
30. NAME OF MOTHER - FIRST		31. MIDDLE		32. BIRTH STATE	
BEATRY		QUINTANA		BC	
33. DISPOSITION DATA (See worksheet on back)					
RES DOLORES ALVAREZ, 33765 KEITH AVE HEMET, CA 92545					
34. TYPE OF DISPOSITION					
CR/RES					
35. LICENSE NUMBER					
-					
36. NAME OF FUNERAL ESTABLISHMENT					
INLAND MEMORIAL					
37. LICENSE NUMBER					
FD 1719					
38. SIGNATURE COLUMN, RECORDING					
10/08/2004					
101. PLACE OF DEATH					
HEMET VALLEY MEDICAL CENTER					
102. IF HOSPITAL, SPECIFY ONE					
X IP <input type="checkbox"/> ENOP <input type="checkbox"/> DOA <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other <input type="checkbox"/>					
103. COUNTY		104. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)		105. CITY	
RIVERSIDE		1117 E. DEVONSHIRE		HEMET	
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.					
SUBORDINATE CAUSE (Final disease or condition resulting in death)					
CARDIOPULMONARY ARREST					
ARTERIOSCLEROTIC HEART DISEASE					
GENERALIZED ARTERIOSCLEROSIS					
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107.					
NONE					
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		Decedent Last Seen Alive		115. LICENSE NUMBER	
08/09/1991		10/05/2004		A39010	
116. SIGNATURE AND TITLE OF CORONER					
CHAO-HSIUNG HSU MD., 790 E. LATHAM AVE HEMET, CA 92543					
117. DATE: 10/08/2004					
118. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.					
MANNER OF DEATH		119. INJURED AT WORK?		120. BATTERY DATE	
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 <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>		121. HOUR: (24 Hours)	
122. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)					
123. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
124. LOCATION OF BATTERY (Street and number, or location, and city, and ZIP)					
125. MANAGER OF CASUALTY REPORT CORNER					
126. DATE: 10/08/2004					
127. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER					
LARRY W WARD					
STATE REGISTRAR		FAX AUTH #		CENSUS TRACT	
1		149426			

INFORMATIONAL  
NOT A VALID DOCUMENT  
TO ESTABLISH IDENTITY



CERTIFIED COPY OF VITAL RECORDS  
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

\* 034217735 \*

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

DATE ISSUED

JUN 25 2012

This copy is not valid unless prepared on engraved boards displaying date, seal and signature of the Assessor-County Clerk-Recorder

Larry W Ward  
LARRY W WARD  
ASSESSOR-COUNTY CLERK-RECORDER  
RIVERSIDE COUNTY, CALIFORNIA

PRNCO (C) 10/04

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



CERTIFICATION OF VITAL RECORD

**CLARK COUNTY, NEVADA**  
**CERTIFIED ABSTRACT OF MARRIAGE**

**GROOM:** MAIN, PATRICK HENRY

**BRIDE:** ALVAREZ, BEATRIZ

**DATE OF MARRIAGE:** April 02, 1983

**RECORDED:** April 07, 1983

**INSTRUMENT:** 198304021364710

**BOOK:** 677 **PAGE:** 219522

**APPLICATION:** B433975

**ISSUED DATE:** 6/27/2012

**ISSUED BY:** COZIN

This is to certify that this document is a true abstract of the marriage record filed with the County Recorder of Clark County, Nevada

*Debbie Conway*

COUNTY RECORDER

Patent #5,886,274

TouchSafe®

This copy is not valid unless prepared on *Safemix*™ paper, impressed with the raised seal of the Clark County Recorder.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

49333001346

LICENSE AND CERTIFICATE OF MARRIAGE

STATE FILE NUMBER

LOCAL REGISTRATION NUMBER

MUST BE LEGIBLE—MADE NO ERASURES, WHITOUTS, OR OTHER ALTERATIONS

GROOM PERSONAL DATA	1A. NAME OF GROOM—FIRST MIDDLE <b>ROGER SCOTT</b>		1C. LAST FAMILY <b>WARD</b>		2. DATE OF BIRTH—MONTH, DAY, YEAR <b>Sep. 28, 1962</b>	
	3A. RESIDENCE—STREET AND NUMBER <b>4044 VIA BARCELONA</b>		3B. CITY <b>HENET</b>		3C. ZIP CODE   3D. COUNTY—OUTSIDE CALIFORNIA, ENTER STATE <b>92545 RIVERSIDE CA</b>	
	5. MAILING ADDRESS—IF DIFFERENT ---		6. NUMBER OF PREVIOUS MARRIAGES <b>2</b>		7A. LAST MARRIAGE ENDED BY: <input type="checkbox"/> DEATH <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ANNULMENT	
	8A. USUAL OCCUPATION <b>OPERATING ENGINEER</b>		8B. USUAL KIND OF BUSINESS OR INDUSTRY <b>HEAVY CONSTRUCTION</b>		7B. DATE—MONTH, DAY, YEAR <b>Jul. 26, 1991</b>	
	9A. USUAL OCCUPATION <b>OPERATING ENGINEER</b>		9B. USUAL KIND OF BUSINESS OR INDUSTRY <b>HEAVY CONSTRUCTION</b>		9. EDUCATION—YEARS COMPLETED <b>12</b>	
BRIDE PERSONAL DATA	12A. NAME OF BRIDE—FIRST MIDDLE <b>BEATRIZ ALVAREZ</b>		12C. CURRENT LAST FAMILY <b>MAIN</b>		12D. MAIDEN LAST (FAMILY) OR DIFFERENT THAN 12C <b>ALVAREZ</b>	
	12A. RESIDENCE—STREET AND NUMBER <b>4044 VIA BARCELONA</b>		12B. CITY <b>HENET</b>		12C. ZIP CODE   12D. COUNTY—OUTSIDE CALIFORNIA, ENTER STATE <b>92545 RIVERSIDE MX</b>	
	15. MAILING ADDRESS—IF DIFFERENT ---		17. NUMBER OF PREVIOUS MARRIAGES <b>2</b>		16A. LAST MARRIAGE ENDED BY: <input type="checkbox"/> DEATH <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ANNULMENT	
	19A. USUAL OCCUPATION <b>HOMEMAKER</b>		19B. USUAL KIND OF BUSINESS OR INDUSTRY <b>OWN HOME</b>		18B. DATE—MONTH, DAY, YEAR <b>Feb. 24, 1993</b>	
	20A. USUAL OCCUPATION <b>HOMEMAKER</b>		20B. USUAL KIND OF BUSINESS OR INDUSTRY <b>OWN HOME</b>		20. EDUCATION—YEARS COMPLETED <b>10</b>	
AFFIDAVIT	WE THE UNDERSIGNED, AN UNMARRIED MAN AND UNMARRIED WOMAN, STATE THAT THE FOREGOING INFORMATION IS CORRECT AND TRUE TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT NO LEGAL OBJECTION TO THE MARRIAGE NOR TO THE ISSUANCE OF A LICENSE IS KNOWN TO US.					
	23. SIGNATURE OF GROOM <i>Roger Scott</i>			24. SIGNATURE OF BRIDE <i>Beatriz Alvarez</i>		
	AUTHORIZATION AND LICENSE IS HEREBY GRANTED TO ANY PERSON FULLY AUTHORIZED BY THE LAWS OF THE STATE OF CALIFORNIA TO PERFORM A MARRIAGE CEREMONY WITHIN THE STATE OF CALIFORNIA TO SOLEMNIZE THE MARRIAGE OF THE ABOVE NAMED PERSONS, PROVIDED CONSENTS FOR THE ISSUANCE OF THIS LICENSE ARE ON FILE.					
	25A. ISSUE DATE: MONTH, DAY, YEAR <b>Jun. 25, 1993</b>					
LICENSE TO MARRY	25B. LICENSE EXPIRES: MONTH, DAY, YEAR <b>SEP. 23, 1993</b>		25C. LICENSE NUMBER <b>13164312</b>		25D. COUNTY OF ISSUE <b>RIVERSIDE</b>	
	25E. NAME OF COUNTY CLERK <b>H. CONERLY</b>		25F. SIGNATURE OF DEPUTY CLERK IF APPLICABLE <i>D. Bortner</i>			
WITNESSES (ONE REQUIRED)	26A. SIGNATURE OF WITNESS <i>[Signature]</i>		26B. ADDRESS—STREET AND NUMBER <b>20910 Silver Spring Md.</b>		26C. CITY, STATE AND ZIP CODE <b>Victorville Ca 92392</b>	
	27A. SIGNATURE OF WITNESS <i>[Signature]</i>		27B. ADDRESS—STREET AND NUMBER <b>20910 Silver Spring Md.</b>		27C. CITY, STATE AND ZIP CODE <b>Victorville Ca 92392</b>	
CERTIFICATION OF PERSON SOLEMNIZING MARRIAGE	28. I HEREBY CERTIFY THAT THE ABOVE-NAMED BRIDE AND GROOM WERE JOINED BY ME IN MARRIAGE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA			29A. SIGNATURE OF PERSON SOLEMNIZING MARRIAGE <i>Gary W. Wetherell</i>		29B. RELIGIOUS DENOMINATION OF CLERGY <b>CHRISTIAN Church</b>
	ON <b>JUNE 26th</b> , 19 <b>93</b>			29C. NAME OF PERSON SOLEMNIZING MARRIAGE (TYPE OR PRINT) <b>Gary W. Wetherell</b>		29D. OFFICIAL TITLE <b>Pastor</b>
LOCAL REGISTRAR OF MARRIAGES (COUNTY RECORDER)	30A. SIGNATURE OF LOCAL REGISTRAR <b>WILLIAM E. CONERLY</b>		30B. SIGNATURE OF DEPUTY IF APPLICABLE <i>D. Bortner</i>		31. DATE ACCEPTED FOR REGISTRATION <b>JUL 01 1993</b>	
	STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES, OFFICE OF STATE REGISTRAR					

NOT A VALID DOCUMENT UNTIL REGISTERED

\* 034224936 \*

CERTIFIED COPY OF VITAL RECORDS STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

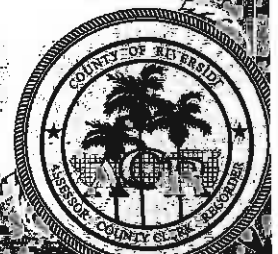
DATE ISSUED

This copy is not valid unless prepared on engraved border displaying date, seal and signature of the Assessor-County Clerk-Recorder.

Larry W. Ward

LARRY W. WARD ASSESSOR-COUNTY CLERK-RECORDER RIVERSIDE COUNTY, CALIFORNIA

FPNCO (07/01/92)



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

DECLARATION

I, Reynaldo P. Alvarez, as Successor Trustee of The Reynaldo Q. & Dolorez P. Alvarez Trust dated 04/25/2004, do hereby declare:

1. I am over the age of 18 and a resident of Hemet, CA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
2. I am one and the same person as Reynaldo Pino Alvarez, Reynaldo P. Alvarez and Reynaldo Alvarez.
3. I am one and the same person as Reynaldo Pino Alvarez, Jr., Reynaldo P. Alvarez Jr., Reynaldo Alvarez Jr., and Reynaldo Alvarez Pino.
4. I am one and the same person who is mentioned as the Successor Trustee on the referenced Trust Agreement for the Reynaldo Q. & Dolorez P. Alvarez Trust dated April 25, 2004.
5. I hereby authorize Beatriz M. Ward F.K.A. Beatriz P. Alvarez who is one and the same person who is also mentioned as the Successor Trustee on the above referenced Trust Agreement to act alone and assign the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 458-195-001-9 on behalf of the Reynaldo Q. & Dolorez P. Alvarez Trust dated April 25, 2004.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 1 day of Aug., 2012, at 33812 Keith Ave, Hemet, CA

*Reynaldo P. Alvarez, as Successor Trustee of The Reynaldo Q. & Dolorez P. Alvarez Trust dated 04/25/2004*  
\_\_\_\_\_  
Reynaldo P. Alvarez, as Successor Trustee of The Reynaldo Q. & Dolorez P. Alvarez Trust dated 04/25/2004

JURAT

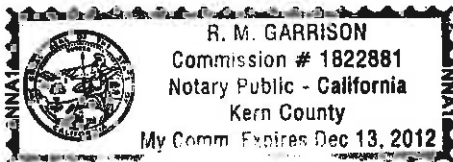
State of CA

County of Riverside

Subscribed and sworn to (or affirmed) before me on this

1 day of Aug, 20 12, by  
Date Month Year

Reynaldo P Alvarez  
Name of Signer



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature R. M. Garrison  
Signature of Notary Public

(Place Notary Seal Above)

CALIFORNIA

DRIVER LICENSE



DL

EXP 03/06/2016

CLASS C

END NONE

LN PINO

FN REYNALDO ALVAREZ

DOB 03/06/1959

RSTR NONE

03031959

*Reynaldo Alvarez*

SEX M

HAIR BRN

EYES BRN

HGT 5-10

WGT 180 LB

DD 12/07/2011

ISS

12/07/2011

DECLARATION  
OF ONE AND THE SAME PERSON

I, Beatriz M. Ward as Successor Trustee of The Reynaldo Q. & Dolorez P. Alvarez Trust dated April 25, 2004, do hereby declare:

1. I am over the age of 18 and a resident of Fort Wayne, IN. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
2. I am one and the same person who is mentioned as Beatriz P. Alvarez on the referenced Trust Agreement for The Reynaldo Q. & Dolorez P. Alvarez Trust dated April 25, 2004.
3. I am one and the same person as Beatriz M. Ward, Beatriz Main Ward and Beatriz Ward.
4. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 458-195-001-9, on July 6, 2012.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 6<sup>th</sup> day of July, 2012, at Allen County Indiana

Beatriz M. Ward  
Beatriz M. Ward as Successor Trustee of The Reynaldo Q. & Dolorez P. Alvarez Trust dated April 25, 2004

JURAT

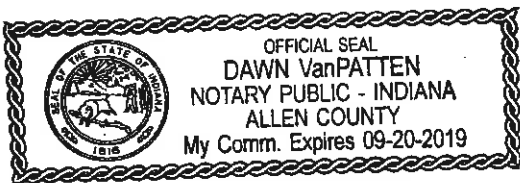
State of Indiana  
County of Allen

Subscribed and sworn to (or affirmed) before me on this

6<sup>th</sup> day of July, 2012, by  
Date Month Year

Beatriz M. Ward  
Name of Signer Beatriz M. Ward

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature Dawn VanPatten  
Signature of Notary Public

(Place Notary Seal Above)

DECLARATION  
OF ONE AND THE SAME PERSON(S)

I, Beatriz M. Ward as Successor Trustee of The Reynaldo Q. & Dolorez P. Alvarez Trust dated April 25, 2004, do hereby declare:

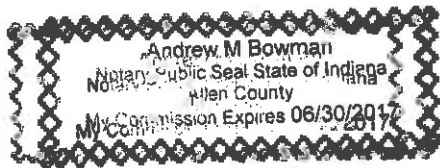
1. I am over the age of 18 and a resident of Fort Wayne, IN. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
2. My Parents, Reynaldo Q. Alvarez and Dolorez P. Alvarez, are one and the same persons as noted on the Quitclaim Deed, as Document Number: 2004-0417572, Recorded in Riverside County on 05/02/2004.
3. I, Beatriz M. Ward, am one and the same person who is noted as Beatrez P. Alvarez on the referenced Trust Agreement and Abstract of Trust Agreement for the Reynaldo Q. and Dolorez P. Alvarez Trust dated April 25, 2004. Due to a typographical error my name is misspelled.
4. Reynaldo P. Alvarez is my biological Brother and is one and the same person who is noted as Reynaldo P. Alvarez Jr. on the referenced Trust Agreement and Abstract of Trust Agreement for the Reynaldo Q. and Dolorez P. Alvarez Trust dated April 25, 2004.
5. Reynaldo Q. Alvarez is one and the same person who is noted as Reynaldo Q. Alvarez A.K.A. Reynaldo A. Quintana on the referenced Certificate of Death as State File Number: 3052004186527; Please note, due to a typographical error the death certificate incorrectly notes the Informant and Surviving Spouse Name as Dolores and it should be Dolorez.
6. Dolorez P. Alvarez is one and the same person who is noted as Dolores Alvarez on the referenced Certificate of Death as State File Number: 3052008045724; Please note, due to a typographical error Dolorez's name was misspelled.
7. Reynaldo Q. Alavarez is one and the same person who is noted as Reynaldo Alavarez on my Certificate of Marriage as Local Registration Number: 49333001346.
8. Dolorez P. Alvarez is one and the same person who is noted as Dolores Pino Perales on my Certificate of Marriage as Local Registration Number: 49333001346 issued on 07/23/2012.
9. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 458-195-001.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 31 day of Dec., 2014, at Fort Wayne Indiana

x Beatriz M. Ward  
Beatriz M. Ward as Successor Trustee of The Reynaldo Q. & Dolorez P. Alvarez Trust dated April 25, 2004

IURAT

State of Indiana  
County of Allen



Subscribed and sworn to (or affirmed) before me on this

31 day of December, 2014, by  
Date Month Year  
Beatriz M. Ward  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature AMB  
Signature of Notary Public

(Place Notary Seal Above)

January 5, 2015

**VIA CERTIFIED MAIL**

Shawana Green  
Excess Proceeds Dept  
RIVERSIDE COUNTY  
4080 Lemon St. 4th Floor  
Riverside, CA 92502

APN(S): 458-195-001-9  
Date of Sale: 03/20/2012  
TC # 192-655

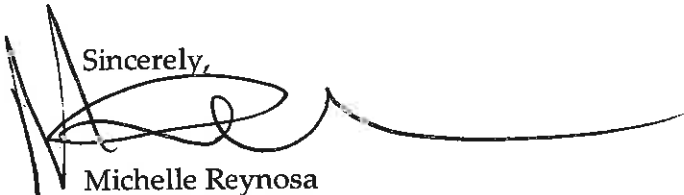
Dear Excess Proceeds Dept:

Per your request, following is the additional supporting documentation that applies to the above referenced parcel(s):

- Revised Declaration of One and the Same Person(s) signed by Beatriz Ward certifying the difference in her mom's name on the Quitclaim Deed and Death Certificate.

We hope the enclosed should assist in perfecting our claim, if you should have any further questions please contact Amy Elmer at 209-593-3917 or 1-800-710-1703. Thank you.

Sincerely,



Michelle Reynosa  
Team Leader of Claims Processing  
Global Discoveries, LTD.

Enclosures

Certified Tracking# 7014 0510 0001 4045 8659

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY**

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 458-195-001-9  
Tax Sale Number: 071-319  
Item Number: 655  
Default Number: 2006-458195001-0000  
Date of Sale: 3/20/2012

The undersigned claimant, Global Discoveries, Ltd., claims \$12,198.01+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 6<sup>th</sup> day of August, 2012 at Modesto, California.

By: [Signature]  
Jed Byerly, Chief Operating Officer  
Global Discoveries, Ltd. Tax ID # 77-0558969  
P.O. Box 1748  
Modesto, CA 95353-1748  
(209) 593-3913

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of California )

County of Stanislaus )

On 8-6-2012 before me, Michelle Reynosa, Notary Public, personally appeared  
(Date) (here insert name and title of the officer)

Jed Byerly, 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.

[Signature] (seal)  
Signature of Notary Public





**INDIANA**  
OPERATOR DRIVER LICENSE

www.in.gov

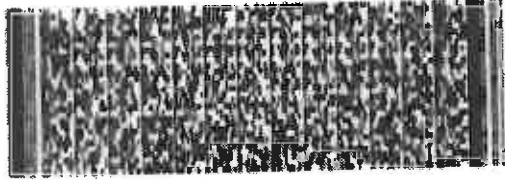


IN DL# [REDACTED]  
EXP 11/20/2018  
WARD  
BEATRIZ  
MARI

Class  
Sex F  
Eye BRN  
Hair BRN  
DOB 11/20/1954  
Transaction 12070735000115



*Beatriz W. Ward*



11/20/1996

Verification  
of name of  
address  
country  
and postal  
code

XXXXXXXXXXXX

XXXXXXXXXXXX

**FOUND EXTRA MONEY, LLC**

UNCLAIMED MONEY CONSULTANTS

**WWW.FoundExtraMoney.com**

Email: [Richard@foundextramoney.com](mailto:Richard@foundextramoney.com)

**LAS VEGAS OFFICE:**

8022 S. Rainbow Blvd. #362

Las Vegas, NV 89139

Toll Free: (888) 867-4785

Fax No: (702) 331-4992

**LOS ANGELES OFFICE**

9420 Reseda Blvd. #830

Northridge, CA 91324

Toll Free: (888) 867-4785

Fax No.: (818) 701-7184

April 23, 2013

Mr. Don Kent

Riverside County Treasurer-Tax Collector

P.O. Box 12005

Riverside, CA 92502-2205

Re: Excess Proceeds Claim: APN: 458-195-001/Claimant: Beatriz V. Ward (daughter) on behalf of Reynaldo Q. & Dolores P. Alvarez (deceased)/Sale Date: 3/20/2012/Recording Date: 5/11/2012/Excess Proceeds: approximately \$19,000.00

Dear Mr. Kent:

Enclosed for your reference please find the following documents in support of our claim for excess proceeds resulting from the tax sale of the above referenced property at the Tax Collector's Tax Auction held on March 20, 2012:

1. Certified Copy of the Deed;
2. Riverside County Claim form;
3. Death Certificate for Reynaldo Q. Alvarez;
4. Death Certificate for Dolores P. Alvarez;
5. A signed and notarized Affidavit under California Probate Code Section 13101;
6. A copy of the contract assigning a portion of the benefits through FEM, LLC, and the agreed upon percentage of 10% to FEM, LLC, and 90% to the claimant;
7. A signed and notarized Claim for Excess Proceeds and Assignment of Rights from Beatriz V. Ward assigning to FEM, LLC a right to claim 10% of the excess proceeds as per California law, and satisfying the requirements as specified in the California Revenue and Taxation Code Section 4675.
8. Request separate checks be issued, \$17,100.00 (90%) to Beatriz V. Ward, and \$1,900.00 (10%) to FEM, LLC.

Please do not hesitate to contact me at (888) 867-4785 if you have any questions, or if I can be of further assistance

Thank you.

Richard/FEM, LLC.

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 655 Assessment No.: 458195001-9

Assessee: ALVAREZ, REYNALDO Q TR & DOLORES P TR

Situs: 33765 KEITH AVE HEMET

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$~~19,000.00 (approx)~~ 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. 0417572; recorded on 6/2/2004. A copy of this document is attached here to. 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.**

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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 10<sup>th</sup> day of MAY, 2013 at LOS ANGELES, CA  
County, State

Dennis A. Murkey / FOUND EXTRAMONEY, LLC.  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

DENNIS A. MURKEY  
Print Name

\_\_\_\_\_  
Print Name

9420 RESEDA BLVD., #830  
Street Address

\_\_\_\_\_  
Street Address

NORTHRIDGE, CA 91324  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

(888) 867-4785  
Phone Number

\_\_\_\_\_  
Phone Number

26

ASSIGNMENT OF RIGHT 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 assignor'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 assign to Found Extra Money, LLC my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 458195001-9 sold at public auction on March 20, 2012. I understand that the total of excess proceeds available for refund is \$ 14,000.00 (App) and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Beatriz Ward  
(Signature of Party of Interest/Assignor)

Beatriz Ward  
(Name Printed)

6506 Covington Rd. A2.30  
(Address)

STATE OF CALIFORNIA )  
COUNTY OF Indiana ) ss.  
Allen

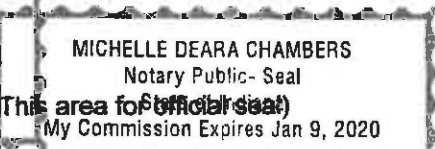
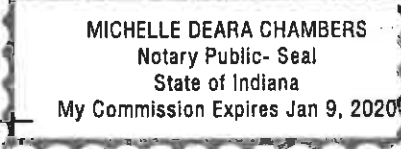
Fort Wayne, IN 46804  
(City/State/Zip)

260-710-7869  
(Area Code/Telephone Number)

On May 08, 2013, before me, Michelle Deara Chambers, Notary Public personally appeared Beatriz Ward, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.  
Michelle Deara Chambers  
(Signature of Notary)



I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

Amish Dandley  
(Signature of Assignee)  
FOUND EXTRA MONEY, LLC.

DENNIS A. MURKIN  
(Name Printed)

9420 REJEDA BLVD, #830  
(Address)

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

NORTHIDGE, CA 91324  
(City/State/Zip)

On 5/10/2013, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, 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.

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

(This area for official seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

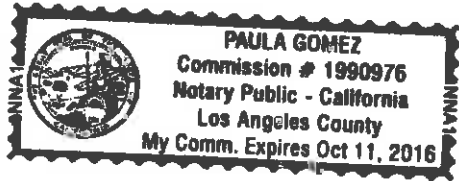
State of California

County of Los Angeles

On 5-10-2013 before me, Paula Gomez, Notary Public.

personally appeared Dennis A Murkey

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.  
Signature Paula Gomez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Assignment of Right to Collect Excess Proceeds

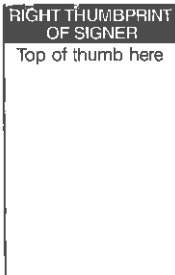
Document Date: \_\_\_\_\_ Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

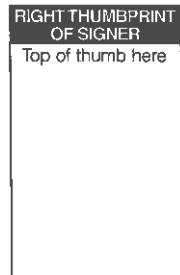
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

DOC # 2004-0417572

05/02/2004 08:00A Fee:10.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



WHEN RECORDED, MAIL TO  
MR. AND MRS. REYNALDO Q. ALVAREZ  
33765 KEITH AVE.  
HEMET, CA 92545

M	S	U	PAGE	SIZE	DA	PCOR	NCCOR	SMF	MSC
	1		2			✓			
									Z
A	R	L			COPY	LONG	REFUND	NCHI	EXAM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN# 458195001-9 QUITCLAIM DEED

10



The undersigned grantor(s) declare(s): This conveyance transfers the grantor's interest into a Revocable Living Trust R & T 11911. There is no consideration for this transfer and is excluded from reappraisal under Proposition 13, 1. E., California Const. 13 A, Section 1 et, seq. (Documentary transfer tax is -0-)

REYNALDO Q. ALVAREZ AND DOLOREZ P. ALVAREZ, hereby REMISES, RELEASES and QUITCLAIMS to: REYNALDO Q. ALVAREZ AND DOLOREZ P. ALVAREZ, CO-TRUSTEES, of THE REYNALDO Q. AND DOLOREZ P. ALVAREZ TRUST, Dated April 25, 2004

the beneficiaries of which are the Grantors, the following described real property in the County of Riverside, State of California,

THE NORTH HALF OF LOT 3 IN BLOCK "F" OF VALLEY VISTA ACRES NO. 2 AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 59 of MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

More commonly known as:

Subject to Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of records, if any.

THE CO-TRUSTEES AND ANY SUCCESSOR TRUSTEE(S) SHALL HAVE FULL RIGHT TO SELL OR ENCUMBER THE PROPERTY DESCRIBED HEREBIN.

Dated: April 25, 2004, 2004

Reynaldo Q Alvarez  
REYNALDO Q. ALVAREZ

Dolores Alvarez P.  
DOLOREZ P. ALVAREZ

STATE OF CALIFORNIA )

: ss.

COUNTY OF RIVERSIDE )

On April 25, 2004, 2004, before me, LAURA WENTLING,  
a Notary Public, personally appeared REYNALDO Q. ALVAREZ and DOLOREZ  
P. ALVAREZ,        personally known to me -OR-        proved to me on the  
basis of satisfactory evidence to be the persons whose names are  
subscribed to the within instrument and acknowledged to me that they  
executed the same in their authorized capacities, and that by their  
signatures on the instrument the persons or the entity, upon behalf of  
which the persons acted, executed the instrument.

WITNESS my hand and official seal.

  
NOTARY PUBLIC





ENERGY TECH CONSTRUCTION INC.  
 P.O. BOX 2104  
 PERRIS, CA 92572

DOC # 2012-0218835  
 05/11/2012 02:03P Fee:25.00  
 Page 1 of 1 Doc Tax Paid  
 Recorded in Official Records  
 County of Riverside  
 Larry M. Ward  
 Assessor, County Clerk & Recorder



S	N	V	TRAC	SIZE	UA	MSU	LUNG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
SMF FEE					T:	CTY	UNI	026	

25



TRA 071-319

Doc. Trans. Tax - computed on full value of property conveyed \$ 22.00

Don Kent, Tax Collector

*Don Kent*  
 Signature of Declarant

**TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY**

On which the legally levied taxes were a lien for Fiscal Year 2005-2006  
 and for nonpayment were duly declared to be in default 2006-458195001-0000  
 Default Number

This deed, between the Tax Collector of RIVERSIDE County ("SELLER") and  
ENERGY TECH CONSTRUCTION INC., A CORPORATION

("PURCHASER") conveys to the PURCHASER free of all encumbrances of any kind existing  
 before the sale, except those referred to in §3712 of the Revenue and Taxation Code, to the real  
 property described herein which the SELLER sold to the PURCHASER at a public auction held on MARCH 20, 2012  
 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6,  
 Chapter 7, Revenue and Taxation Code, for the sum of \$20,000.00  
NO TAXING AGENCY objected to the sale.

In accordance with law, the SELLER, hereby grants to the PURCHASER that real  
 property situated in said county, State of California, last assessed to  
ALVAREZ, REYNALDO Q & DOLORES P., described as follows: 458195001-9  
 Assessor's Parcel Number

OUTSIDE CITY  
 THE NORTH HALF OF LOT 3 IN BLOCK "F" OF VALLEY VISTA ACRES NO. 2 AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 57  
 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

State of California Executed on MARCH 20, 2012 By Don Kent  
 County of Riverside Tax Collector

On May 5, 2011, before me, Larry W. Ward, Assessor, Clerk-Recorder, personally appeared Don Kent, Treasurer and Tax Collector for  
 Riverside County, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and  
 acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity  
 upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.  
 Larry W. Ward, Assessor, Clerk Recorder

By: W. Taylor Seal  
 Deputy



**CLAIM FOR EXCESS PROCEEDS**  
(Rev. & Tax Code, Section 4675)

To: Mr. Don Kent/Riverside County Treasurer-Tax Collector  
Re: Claim for Excess Proceeds

I hereby certify that I am a party of interest in the following parcel:

Parcel Number: 458-195-001  
Assessee: Reynaldo Q. & Dolores P. Alvarez (both deceased)  
Situs: 33765 Keith Ave., Hemet, CA 92545  
Date Sold: 3/20/12  
Date Deed to Purchaser Recorded: 5/11/12

I claim excess proceeds under *Revenue and Taxation Code* section 4675. Enclosed is documentation supporting my claim.

I affirm, under penalty of Perjury, that the foregoing is true and correct to the best of my knowledge.

x Beatriz M. Ward 4-19-13  
Signature of Claimant/Date

Beatriz A. Ward, daughter of deceased  
Name of Claimant (please print)

Mailing Address:  
6506 Covington Rd., Apt. A-230  
Ft. Wayne, IN 46804

Daytime Phone: (260) 710-7869

CERTIFICATE OF DEATH

STATE OF CALIFORNIA  
USE BLACK INK ONLY; NO ERASURES, MARK-OUTS OR ALTERATIONS  
VS-11 (REV 1/03)

LOCAL REGISTRATION NUMBER

Form with sections: DECEASED'S PERSONAL DATA, RESIDENCE, MARRIAGE INFORMATION, LOCAL REGISTRAR, DEATH, CAUSE OF DEATH, CERTIFICATION, CORONERS USE ONLY. Includes fields for name (REYNALDO A. QUINTANA), date of birth (03/26/1931), date of death (10/05/2004), cause of death (CARDIOPULMONARY ARREST), and certifier (CHAO-HSIUNG HSU MD.).

STATE OF CALIFORNIA

A B C D E

260-420-0575

RECEIVED 04/19/2013 20:25

Signing Closers LLC

Apr 19 13 11:00p

FAX AUTH. # 149426

CENSUS TRACT

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA  
CERTIFICATE OF DEATH

3200833003574

COPIES FOR YOUR INFORMATION

STATE FILE NUMBER		2. NICOLS		3. LAST (if any)	
1. NAME OF DECEASED - FIRST (Given)		DOLORES		ALVAREZ	
4. DATE OF BIRTH (specify month, day, and year)		5. AGE Yrs		6. SEX	
06/17/1925		31		F	
7. BIRTH STATE (ORIGIN COUNTRY)		11. U.S. BORN (U.S. Armed Forces)		12. MARITAL STATUS at time of death	
MX		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		WIDOWED	
13. EDUCATION - (Include High School)		14. DECEASED'S RACE - (Up to 2 races may be listed per enumeration of race)		15. HOUR (24 hours)	
HS GRADUATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO MEXICAN		WHITE		2345	
17. USUAL OCCUPATION - (Type in work for most of life. DO NOT USE RETIRED)		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, bank, construction, unemployment agency, etc.)		19. YEARS OF OCCUPATION	
HOMEMAKER		OWN HOME		61	
22. DECEASED'S RESIDENCE (Street and number or other)					
33765 KEITH AVE					
23. CITY		24. ZIP CODE		25. STATE (Foreign Country)	
HEMET		92545		CA	
26. INFORMANT'S NAME, RELATIONSHIP		27. INFORMANT'S MAILING ADDRESS (Street and number or other, plus phone number, city or town, state, ZIP)			
REYNALDO ALVAREZ JR, SON		33765 KEITH AVE, HEMET, CA 92545			
28. NAME OF SURVIVING SPOUSE - FIRST		29. MIDDLE		30. LAST ( Maiden Name)	
		UNK		PINO	
31. NAME OF FATHER - FIRST		32. MIDDLE		33. LAST	
ADOLFO		UNK		PINO	
34. BIRTH STATE		35. NAME OF MOTHER - FIRST		36. MIDDLE	
MX		LEONOR		UNK	
37. LAST ( Maiden)		38. BIRTH STATE		39. BIRTH STATE	
PERALES		MX		MX	
40. DISPOSITION DATE (month/day)		41. PLACE OF FINAL DISPOSITION			
04/01/2008		RES REYNALDO ALVAREZ JR 33765 KEITH AVE, HEMET, CA 92545			
42. TYPE OF DISPOSIT (CNR)		43. SIGNATURE OF EMBALMER		44. LICENSE NUMBER	
CR/RES		NOT EMBALMED			
45. NAME OF FUNERAL ESTABLISHMENT		46. LICENSE NUMBER		47. DATE (month/day)	
INLAND MEMORIAL HARFORD CHAPEL		FD 282		04/01/2008	
48. SIGNATURE OF LOCAL REGISTRAR		49. DATE (month/day)			
ERIC K. FRYKMAN, M.D.		04/01/2008			
101. PLACE OF DEATH		102. IF HOSPITAL, SPECIFY ONE		103. IF OTHER, NAME HOSPITAL, SPECIFY ONE	
DEVONSHIRE CARE CENTER		<input type="checkbox"/> IP <input type="checkbox"/> GROUP <input type="checkbox"/> OCCA <input type="checkbox"/> Mission <input checked="" type="checkbox"/> Nursing Home, Etc <input type="checkbox"/> Hospice <input type="checkbox"/> Other			
104. COUNTY		105. FACILITY ADDRESS OR LOCAL WHERE FOUND (Street and number or location)		106. CITY	
RIVERSIDE		1350 E DEVONSHIRE AVE		HEMET	
107. CAUSE OF DEATH		108. DEATH REPORTED TO CORONER (Check one)			
IMMEDIATE CAUSE (If not disease or condition, specify in detail)		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
END STAGE ALZHEIMER'S DEMENTIA		5 YRS 2008-02566			
109. UNDERLYING CAUSE (Disease or injury that initiated the events resulting in death - LAST)		110. ALTOBY PERFORMED		111. ALTOBY PERFORMED	
		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107		113. IF FEELER, HIGHER IN LAST YEAR			
NONE		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK			
114. SIGNATURE AND TITLE OF CERTIFIER		115. LICENSE NUMBER		116. DATE (month/day)	
JEAN-CLAUDE HAGE M.D.		G77308		03/31/2008	
117. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE		118. INJURY DATE (month/day)			
JEAN-CLAUDE HAGE M.D. 399 E HIGHLAND AVE STE 222, SAN BERNARDINO, CA 92404		121. HOUR (24 hours)			
119. CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR DATE AND PLACE STATED FROM THE CAUSES STATED		120. INJURED AT (WORK)		122. INJURY DATE (month/day)	
<input type="checkbox"/> Manner of Death <input type="checkbox"/> Accidental <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK			
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)					
124. DESCRIBE HOW INJURY OCCURRED (e.g., when, where, how, and by whom)					
125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)					
126. SIGNATURE OF CORONER/DEPUTY CORONER		127. DATE (month/day)		128. TYPE NAME, TITLE OF CORONER/DEPUTY CORONER	
STATE REGISTRAR		FAX AUTH. #		CENSUS TRACT	
A B C D E					

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } SS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Health

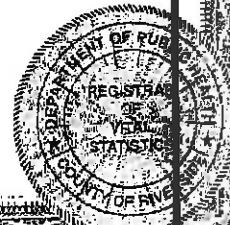
Apr 16, 2008

Eric Frykman, M.D., Local Registrar  
RIVERSIDE COUNTY, CALIFORNIA



DATE ISSUED

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



**AFFIDAVIT UNDER CALIFORNIA PROBATE CODE SECTION §13101**

The undersigned state(s) as follows:

REYNALDO Q. ALVAREZ & DOLORES P. ALVAREZ (name of decedent) died on  
\* 10-5-04 (date), in the County of \* Riverside, State of California and:

1. At least forty days have elapsed since the death of the decedent, as shown by the attached certified copy of decedent's death certificate.
2. Either of the following, as appropriate:
  - A. No proceeding is now being or has been conducted in California for administration of the decedent's estate.
  - B. The decedent's personal representative has consented in writing to the payment, transfer, or delivery to the affiant or declarant of the property described in the affidavit or declaration.
3. The current gross fair market value of the decedent's real and personal property in California, excluding the property described in the California Probate Code Section 13050, does not exceed \$100,000.
4.  An Inventory and Appraisal of the real property in the decedent's estate is attached, or  
 There is no real property in the estate.
5. A description of the property that is to be paid, transferred or delivered to the undersigned under the provisions of California Probate Code Section 13100:

AMOUNT OF EXCESS PROCEEDS FROM THE SALE FOR TAXES ON 3/20/2012  
OF THE PROPERTY LOCATED AT 33765 KEITH AVE., HEMET, CA 92545  
 (Attach additional sheets if necessary.)

6. The successor(s) of the decedent, as defined in Probate Code Section 13006, is/are:  
BEATRIZ A. WARD
7.  The undersigned is/are successor(s) of the decedent to the decedent's interest in the described property, or  
 The undersigned is/are authorized under California Probate Code Section 13051 to act on behalf of the successor(s) of the decedent with respect to the decedent's interest in the described property.
8. No other person has a superior right to the interest of the decedent in the described property.
9. The undersigned requests that the described property be paid, delivered or transferred to the undersigned.

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

Date	Printed name	Signature
<u>* 4-19-13</u>	<u>BEATRIZ A. WARD</u>	<u>* Beatriz M. Ward</u>

(Attach an additional sheet if necessary.)

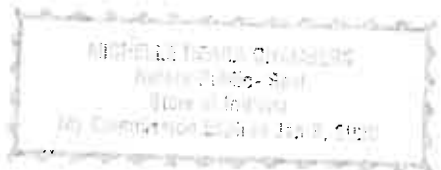
1. Attach a certified copy of death certificate and if there is real property in the decedent's estate attach a completed Inventory and Appraisal (Probate Form DE-160, DE-161).
2. Have this affidavit notarized

**INDIVIDUAL ACKNOWLEDGMENT**

State/County of Indiana }  
 County of Allen }

On this 19th day of April, 2013, before me,  
Michelle Deana Chambers Notary Public,  
 personally appeared Beatrice Award  
(Name(s) of Signer(s))

personally known to me — OR —  
 known 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 for the purpose  
 therein stated.



WITNESS my hand and official seal.  
Michelle Deana Chambers  
Signature of Notary Public  
Michelle Deana Chambers  
04-09-2013  
Any Other Required Information  
 (Printed Name of Notary, Expiration Date, etc.)

Place Notary Seal/Stamp Above

INFORMATION IN AREAS 1-4 REQUIRED IN ARIZONA, OPTIONAL IN OTHER STATES.		RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Description of Any Attached Document		Top of thumb print	Top of thumb print
Title or Type of Document: <u>Affidavit/Deed/Quitclaim</u>		OPTIONAL	
Document Date: <u>4-9-2013</u> Number of Pages: <u>1</u>			
Signer(s) Other Than Named Above: <u>None</u>			

**FOUND EXTRA MONEY, LLC**

UNCLAIMED MONEY CONSULTANTS

WWW.FoundExtraMoney.com

Email: Richard@foundextramoney.com

**LAS VEGAS OFFICE**

8022 S. Rainbow Blvd. #362  
Las Vegas, NV 89139  
Toll Free: (888) 867-4785  
Fax No: (702) 331-4992

**LOS ANGELES OFFICE**

9420 Reseda Blvd. #830  
Northridge, CA 91324  
Toll Free: (888) 867-4785  
Fax No.: (818) 701-7184

PLEASE REPLY TO: **LOS ANGELES OFFICE**

**AUTHORIZATION AND FEE AGREEMENT**

The undersigned hereby authorizes Found Extra Money, LLC ("FEM, LLC") to act as its exclusive agent in the preparation and execution of all documents to recover unclaimed funds owed to Claimant(s) directly, or indirectly, either as an individual, trustee, authorized agent for a business entity, or personal agent or representative or heir of an estate.

The undersigned also agrees to pay FEM, LLC the amount of **10% (TEN PERCENT)** of any amount collected. FEM, LLC agrees to pay all processing costs, documentation costs and filing fees. No fee or costs will be charged to Claimant(s) if there is no recovery.

Claimant(s) authorize holder of these funds to issue separate checks payable to Claimant(s) and to FEM, LLC according to the terms of this agreement.

Claimant(s) agree to sign and return all documents necessary to process this claim within three (3) business days of Company's request.

This agreement may be signed in counterparts and a signed copy received electronically, or by fax, shall have full force and effect and be deemed an original.

I/we agree to the above.

**Reynaldo & Dolores Alvarez**

Reynaldo & Dolores Alvarez  
(Print Name)

**By Beatriz A. Ward**

Beatriz A Ward  
(Print Name)

Deceased  
SIGNATURE:

DATE:

Beatriz A. Ward  
SIGNATURE:

4-8-13  
DATE:

**FOUND EXTRA MONEY, LLC  
"FEM, LLC"**

UNCLAIMED MONEY CONSULTANTS

WWW.FoundExtraMoney.com

Email: Richard@foundextramoney.com

**LAS VEGAS OFFICE:**

8022 S. Rainbow Blvd. #362

Las Vegas NV 89139

Toll Free: (888) 867-4785

Fax No: (702) 331-4992

**LOS ANGELES OFFICE**

9420 Reseda Blvd. #830

Northridge, CA 91324

Toll Free: (888) 867-4785

Fax No.: (818) 701-7184

PLEASE REPLY TO: LOS ANGELES OFFICE.

TO: RIVERSIDE COUNTY TREASURER-TAX COLLECTOR:

RE: CLAIM FOR EXCESS PROCEEDS AND ASSIGNMENT OF RIGHTS (10% TO FEM,LLC):

I HEREBY CERTIFY THAT I AM A PARTY OF INTEREST IN THE FOLLOWING DESCRIBED PARCEL AND CLAIM 90%, OF THE TOTAL AMOUNT OF EXCESS PROCEEDS AVAILABLE TO ME, AS CLAIMANT/ASSIGNOR, AND HEREBY ASSIGN AN ADDITIONAL 10% OF THE TOTAL AMOUNT OF EXCESS PROCEEDS TO FEM, LLC, AS ASSIGNEE, PURSUANT TO REVENUE AND TAX CODE SECTION 4675:

CLAIMANT/ASSESSEE: Reynaldo Q. & Dolores P. Alvarez (both deceased)

PARCEL NO.: 458-195-001

SITUS: 33765 Keith Ave., Hemet, CA 92545

DATE SOLD: 03/20/2012 DATE RECORDED: 05/11/2012

MY ASSIGNMENT OF RIGHTS TO FEM, LLC, TO CLAIM THE AMOUNT OF 10% OF TOTAL AMOUNT OF EXCESS PROCEEDS FROM SALE OF TAX-DEFAULTED PROPERTY:

FOR VALUABLE CONSIDERATION I, THE UNDERSIGNED (ASSIGNOR), HEREBY ASSIGNS TO FEM, LLC, (ASSIGNEE) ALL RIGHTS, TITLE AND INTEREST TO COLLECT TEN PERCENT (10%) OF THE EXCESS PROCEEDS WHICH I AM ENTITLED TO CLAIM.

I/WE HAVE BEEN ADVISED OF OUR RIGHT TO FILE A CLAIM FOR EXCESS PROCEEDS ON OUR BEHALF. THE PARTIES HAVE DISCLOSED ALL FACTS TO EACH OTHER THAT EACH IS AWARE OF, REGARDING THE VALUE OF THE RIGHTS BEING ASSIGNED, AS REQUIRED BY CALIFORNIA REVENUE AND TAXATION CODE SECTION 4675.

TOTAL AMOUNT OF EXCESS PROCEEDS ELIGIBLE FOR DISTRIBUTION IS \$19,000.00/approx)  
PAYABLE AS FOLLOWS:

90% TO CLAIMANT/ASSIGNOR IN THE AMOUNT OF \$17,100.00

10% TO FEM, LLC. AS ASSIGNEE IN THE AMOUNT OF \$1,900.00

ENCLOSED IS DOCUMENTATION SUPPORTING MY CLAIM. PLEASE ISSUE SEPARATE CHECKS TO EACH PARTY. PLEASE CONTACT FEM, LLC IF ANY QUESTIONS. I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING AND ALL ENCLOSURES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THANK YOU.



DATED THIS 19 DAY OF April, 2013. Beatrix M. Ward  
SIGNATURE

STATE OF Indiana

COUNTY OF Allen

On April 19<sup>th</sup>, 2013 before me, Beatrix M. Ward <sup>@</sup> Michelle Deara Chambers  
personally appeared BEATRIZ A. WARD, 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.

Date: 4-19-13 Signature: Beatrix M. Ward

Name (print): Beatriz A. Ward

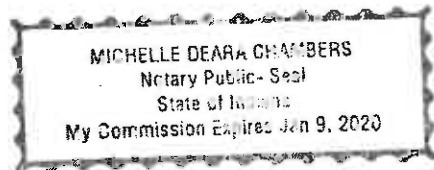
Address: 6506 Covington Rd., Apt. A-320

City/State/Zip Code: Ft. Wayne, IN 48604

Phone: (260) 710-7869

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  
Michelle Deara Chambers  
SIGNATURE





ORIGIN ID: HAFA (818) 349-2252

MANAGER  
PAK & SHIP ALL  
9420 RESEDA BLVD STE #3

NORTHRIDGE, CA 91324  
UNITED STATES US

SHIP DATE: 10MAY13  
ACTWGT: 1.0 LB  
CAD: 104678233/WSX12750

Shipping L

BILL SENDER

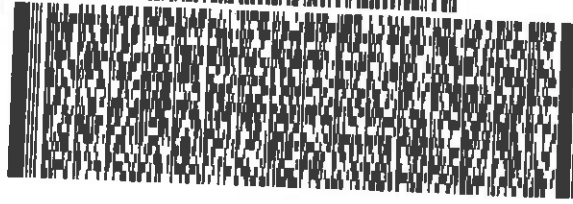
TO MR. DON KENT  
RIVERSIDE COUNTY TREASURE-TAX COLLE  
4080 LEMON ST FL 4

51061/9853/348

RIVERSIDE CA 92501

(818) 701-0252 REF:  
INV: PKG ID: 9146

DEPT:



FedEx  
Express



431113R2120126

TRK# 7997 3821 0839  
0201

MON - 13 MAY 3:00P  
STANDARD OVERNIGHT

WM ONTA 92501  
CA-US ONT



SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. (Version optional to file in publication.)

World On Time.

Padded Pa

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 655 Assessment No.: 458195001-9

Assessee: ALVAREZ, REYNALDO Q TR & DOLORES P TR

Situs: 33765 KEITH AVE HEMET

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

RECEIVED  
2012 OCT -4 PM 4:47  
RIVERSIDE COUNTY  
TREAS - TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 3,802.66 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. 2006-0066911; recorded on 01/27/2006. A copy of this document is attached here to. 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.

- Judgment
- Abstract of Judgment
- Accounting Report

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 24<sup>th</sup> day of September, 2012 at Orange, CA  
County, State

[Signature]  
Signature of Claimant

[Signature]  
Signature of Claimant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

AP

**ACKNOWLEDGMENT**

State of California  
County of Orange

On September 24, 2012 before me, Isabel Carlos, Notary Public  
(insert name and title of the officer)

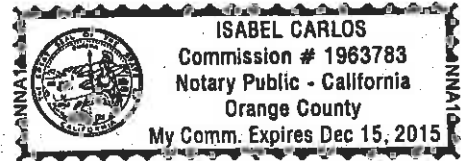
personally appeared Brian N. Winn  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Signature 

(Seal)



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <b>RALPH L. SIMS (SBN 83880), BRIAN N. WTNB (SBN 86779)</b> <b>WINN AND SIMS, A PROFESSIONAL CORPORATION</b> 110 E. WILSHIRE AVE., SUITE 212, FULLERTON, CA 92832 TELEPHONE NO.: (714) 446-6686 FAX NO. (714) 446-6680 E-MAIL ADDRESS (Optional): WINNSIMS@WTNNSIMS.COM (5220-02) ATTORNEY FOR (Name): PLAINTIFF File No. 05-12608-0-NYE	FOR COURT USE ONLY  <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE  <b>SEP 30 2005</b>  <b>L. VELASQUEZ</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</b> STREET ADDRESS: 41002 COUNTY CENTER DR. MAILING ADDRESS: CITY AND ZIP CODE: TEMECULA, CA 92591 BRANCH NAME: TEMECULA DISTRICT, LIMITED	
PLAINTIFF: DISCOVER CARD 2S29  DEFENDANT: DOLORES ALVAREZ, et al.	
<p style="text-align: center;"><b>JUDGMENT</b></p> <input checked="" type="checkbox"/> By Clerk <input checked="" type="checkbox"/> By Default    [ ] After Court Trial <input type="checkbox"/> By Court    [ ] On Stipulation    [ ] Defendant Did Not Appear at Trial	CASE NUMBER: TEC066570

**JUDGMENT**

1.  **BY DEFAULT**
- a. Defendant was properly served with a copy of the summons and complaint.
  - b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
  - c. Defendant's default was entered by the clerk upon plaintiff's application.
  - d.  **Clark's Judgment** (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
  - e.  **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
    - (1)  plaintiff's testimony and other evidence.
    - (2)  plaintiff's written declaration (Code Civ. Proc., § 585(d)).
2.  **ON STIPULATION**
- a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
  - b.  the signed written stipulation was filed in the case.
  - c.  the stipulation was stated in open court     the stipulation was stated on the record
3.  **AFTER COURT TRIAL**. The jury was waived. The court considered the evidence.
- a. The case was tried on (date and time):  
before (name of judicial officer):
  - b. Appearances by:
 

<input type="checkbox"/> Plaintiff (name each): (1)  (2)	<input type="checkbox"/> Plaintiff's attorney (name each): (1)  (2)
---	--
  - Continued on Attachment 3b.
  - Defendant (name each):
 

(1)  (2)	<input type="checkbox"/> Defendant's attorney (name each): (1)  (2)
----------------	--
  - Continued on Attachment 3b.
  - c.  Defendant did not appear at trial. Defendant was properly served with notice of trial.
  - d.  A statement of decision (Code of Civ. Proc., § 632)  was not     was requested.

PLAINTIFF: DISCOVER CARD 2529 DEFENDANT: DOLORES ALVAREZ	CASE NUMBER: TEC066570
---	---------------------------

JUDGMENT IS ENTERED AS FOLLOWS BY:     THE COURT     THE CLERK

4.  **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.

5. **Parties:** Judgment is

a.  for plaintiff (name each):  
 DISCOVER CARD 2529  
 and against defendant (names):  
 DOLORES ALVAREZ

c.  for cross-complainant (name each):

and against cross-defendant (name each):

Continued on Attachment 5a.

b.  for defendant (name each):

Continued on Attachment 5c.

d.  for cross-defendant (name each):

6. **Amount.**

a.  Defendant named in item 5a above must pay plaintiff on the complaint:

(1) <input checked="" type="checkbox"/> Damages	\$1,817.47
(2) <input checked="" type="checkbox"/> Prejudgment interest at the annual rate of 10.00%	\$287.50
(3) <input checked="" type="checkbox"/> Attorney Fees	\$0.00
(4) <input checked="" type="checkbox"/> Costs	\$209.00
(5) <input type="checkbox"/> Other (specify):	\$0.00
<b>(6) TOTAL</b>	<b>\$2,313.97</b>

c.  Cross-defendant named in item 5c above must pay plaintiff on the complaint:

(1) <input type="checkbox"/> Damages	\$
(2) <input type="checkbox"/> Prejudgment interest at the annual rate of %	\$
(3) <input type="checkbox"/> Attorney Fees	\$
(4) <input type="checkbox"/> Costs	\$
(5) <input type="checkbox"/> Other (specify):	\$
<b>(6) TOTAL</b>	<b>\$</b>

b.  Plaintiff to receive nothing from defendant named in item 5b.

Defendant named in item 5b to recover costs \$  
 and attorney fees \$

d.  Cross-complainant to receive nothing from cross-defendant named in item 5d.

Cross-defendant named in item 5d to recover costs \$  
 and attorney fees \$

7.  Other (specify):

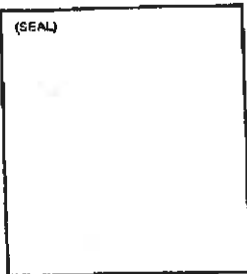
Date:

\_\_\_\_\_  
 JUDICIAL OFFICER

Date:

**SEP 30 2005**

**L. VELASQUEZ**, Deputy



**CLERK'S CERTIFICATE (Optional)**

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by \_\_\_\_\_, Deputy

RECORDING REQUESTED BY  
WHEN RECORDED MATR. TO:

NAME: WINN AND SIMS

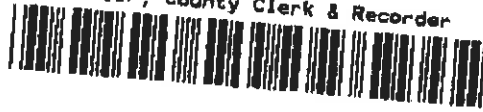
ADDRESS: PO BOX 1216  
FULLERTON, CA 92832

2007

WCO

DOC # 2006-0066911  
01/27/2008 08:00A Fee:18.00  
Page 1 of 3

Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCUR	NOCOR	SMF	MISC.
			3						
1			NOTICE SENT						SR
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

10

M  
SR

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE (S)

ABSTRACT OF JUDGMENT

DISCOVER CARD 2S29 vs. DOLORES ALVAREZ

TEC066570



DEC 14 2005

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): TEL NO.:  
[X] Recording requested by and return to: (714) 446-6686  
BRIAN N. WINN (Bar# 86770) RALPH L. SIMS (Bar# 83880)  
WINN AND SIMS, APC File No. 05-12608-0  
110 E. WILSHIRE AVENUE, SUITE 212  
FULLERTON, CA 92832

[X] ATTORNEY FOR [X] JUDGMENT CREDITOR [ ] ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 41002 COUNTY CENTER DR.

MAILING ADDRESS: 41002 COUNTY CENTER DR.

CITY AND ZIP CODE: TEMECULA, CA 92591

BRANCH NAME: TEMECULA DISTRICT, LIMITED

FOR RECORDER'S USE ONLY

PLAINTIFF: DISCOVER CARD 2S29

DEFENDANT: DOLORES ALVAREZ, et al.

ABSTRACT OF JUDGMENT [ ] Amended

CASE NUMBER:

TEC066570

FOR COURT USE ONLY

1. The [X] judgment creditor [ ] assignee of record applies for an abstract of judgment and represents the following:  
a. Judgment debtor's

Name and last known address  
DOLORES ALVAREZ  
26675 Water Avenue  
Perris, California 92570

b. Driver's license No. and state: [X] Unknown

c. Social Security No.: [ ] Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): DOLORES ALVAREZ  
26675 Water Avenue Perris, California 92570

e. [ ] Original abstract recorded in this county:

- (1) Date:
- (2) Instrument No.:

Date: December 9, 2005

f. [ ] Information on additional judgment debtors is shown on page two.

Brian N. Winn

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

2. a. [X] I certify that the following is a true and correct abstract of judgment entered in this action.

b. [ ] A certified copy of the judgment is attached.

3. Judgment creditor (name and address):

DISCOVER CARD 2S29, Dept. 500 1804 Washington Blvd.  
Baltimore, MD 21230

4. Judgment debtor (full name as it appears in judgment):

DOLORES ALVAREZ

6. Total amount of judgment as entered or last renewed:  
\$ 2,313.97

7. [ ] An [ ] execution [ ] attachment lien is endorsed on the judgment as follows:

- a. Amount: \$
- b. In favor of (name and address):

5. a. Judgment entered on (date): September 30, 2005

b. Renewal entered on (date):

This abstract issued on (date):

12/14/05

8. A stay of enforcement has

- a. [X] not been ordered by the court.
- b. [ ] been ordered by the court effective until (date):

9. [ ] This judgment is an installment judgment.

Clerk, by Linda [Signature] Deputy



PLAINTIFF:  
DEFENDANT:

CASE NUMBER:

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. \_\_\_\_\_ Name and last known address \_\_\_\_\_

14. \_\_\_\_\_ Name and last known address \_\_\_\_\_

\_\_\_\_\_  
Driver's license No. & state: [ ] Unknown  
Social Security No.: [ ] Unknown  
Summons was personally served at or mailed to (address):

\_\_\_\_\_  
Driver's license No. & state: [ ] Unknown  
Social Security No.: [ ] Unknown  
Summons was personally served at or mailed to (address):

11. \_\_\_\_\_ Name and last known address \_\_\_\_\_

15. \_\_\_\_\_ Name and last known address \_\_\_\_\_

\_\_\_\_\_  
Driver's license No. & state: [ ] Unknown  
Social Security No.: [ ] Unknown  
Summons was personally served at or mailed to (address):

\_\_\_\_\_  
Driver's license No. & state: [ ] Unknown  
Social Security No.: [ ] Unknown  
Summons was personally served at or mailed to (address):

12. \_\_\_\_\_ Name and last known address \_\_\_\_\_

16. \_\_\_\_\_ Name and last known address \_\_\_\_\_

\_\_\_\_\_  
Driver's license No. & state: [ ] Unknown  
Social Security No.: [ ] Unknown  
Summons was personally served at or mailed to (address):

\_\_\_\_\_  
Driver's license No. & state: [ ] Unknown  
Social Security No.: [ ] Unknown  
Summons was personally served at or mailed to (address):

13. \_\_\_\_\_ Name and last known address \_\_\_\_\_

17. \_\_\_\_\_ Name and last known address \_\_\_\_\_

\_\_\_\_\_  
Driver's license No. & state: [ ] Unknown  
Social Security No.: [ ] Unknown  
Summons was personally served at or mailed to (address):

\_\_\_\_\_  
Driver's license No. & state: [ ] Unknown  
Social Security No.: [ ] Unknown  
Summons was personally served at or mailed to (address):

18. [ ] Continued on attachment 18.

\*\*\* WINN LAW GROUP \*\*\*  
DEBTOR FILE BALANCE REPORT

Date: 9/20/12  
 File Number: 05-12608-0      Judgment Date: 09/30/05      Judgment Amount: \$2,313.97  
 File Name: Discover Card 2829 VS. Dolores Alvarez

DATE	PRINCIPAL	INTEREST	ATTY FEES	COSTS	BALANCE	COMMENTS
06/03/05	1,817.47				1,817.47	Initial Principal Balance
06/06/05		1.49			1,818.96	Interest 6/03/05- 6/06/05
06/07/05		0.50			1,819.46	Interest 6/06/05- 6/07/05
06/15/05		3.98			1,823.44	Interest 6/07/05- 6/15/05
07/13/05				159.00	1,982.44	Fee: Filing Suit
08/11/05		28.38			2,010.82	Interest 6/15/05- 8/11/05
08/18/05				50.00	2,060.82	#100863 - service of process
09/26/05		22.90			2,083.72	Interest 8/11/05- 9/26/05
09/30/05	287.50	57.25-			2,313.97	Judgment Entered
12/09/05				7.00	2,320.97	Fee: Abstract of Judgment
12/09/05				7.00-	2,313.97	Fee: Abstract of VOID/JKG
12/12/05				7.00	2,320.97	Fee: Abstract of Judgment
01/18/06				18.00	2,338.97	Costs to Record AJ (RIV-1)
02/09/06		76.12			2,415.09	Interest 9/30/05- 2/09/06
08/09/06		104.38			2,519.47	Interest 2/09/06- 8/09/06
11/17/08		479.24			2,998.71	Interest 8/09/06-11/17/08
12/31/08		25.37			3,024.08	Interest 11/17/08-12/31/08
03/31/09		51.90			3,075.98	Interest 12/31/08- 3/31/09
07/01/09		53.06			3,129.04	Interest 3/31/09- 7/01/09
06/29/12		630.91			3,759.95	Interest 7/01/09- 6/29/12
07/31/12		18.45			3,778.40	Interest 6/29/12- 7/31/12
08/31/12		17.88			3,796.28	Interest 7/31/12- 8/31/12
09/20/12		11.53			3,807.81	Interest 8/31/12- 9/20/12
<b>TOTAL:</b>	<b>2,104.97</b>	<b>1,468.84</b>	<b>0.00</b>	<b>234.00</b>	<b>3,807.81</b>	

Interest Presently Accumulating at \$0.58 Per Day at 10.000% Per Year