

FORM APPROVED COUNTY COUNSEL
 BY: *G.P.P.* 8/19/15
 DATE
 GREGORY P. PRIAMOS

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

290A



FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:

AUG 19 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 312. Last assessed to: Gloria Searls, Trustee of the Gloria Searls Revocable Living Trust, dated September 27, 2003. District 4 [\$401,316] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Scott Broffman, attorney for Anna I. Aparicio for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 633043005-4;
- (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 February 4, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded March 21, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on April 22, 2014 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
 Don Kent
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 401,316	\$ 0	\$ 401,316	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

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

C.E.O. RECOMMENDATION:
 APPROVE
 BY: *Samuel Wong 9/14/15*
 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: 4 | Agenda Number:

9-63

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 312. Last assessed to: Gloria Searls, Trustee of the Gloria Searls Revocable Living Trust, dated September 27, 2003. District 4 [\$401,316] Fund 65595 Excess Proceeds from Tax Sale.

DATE: AUG 19 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from the City of Indian Wells;
3. Deny the claim from David Brown, agent for Lana Clark, Trustee of the Gloria Searls Revocable Trust;
4. Authorize and direct the Auditor-Controller to issue a warrant to Scott Broffman, attorney for Anna I. Aparicio in the amount of \$401,316.87, 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 Scott Broffman, attorney for Anna I. Aparicio based on an Abstract of Judgment recorded May 31, 2005 as Instrument No. 2005-0432322.
2. Claim from the City of Indian Wells based on an Order Granting City's Application for Attorneys' Fees, Abatement Costs and Staff Time Charges recorded January 23, 2008 as Instrument 2008-0034625; Order Awarding Abatement Costs, Staff Time Charges and Attorney's Fees recorded December 8, 2008 as Instrument No. 2008-0642368 and an Order Awarding Abatement Costs, Staff Time Charges and Attorney's Fees recorded October 23, 2009 as Instrument No. 2009-0550150.
3. Claim from David Brown, agent for Lana Clark, Trustee of the Gloria Searls Revocable Trust based on an Authorization for Agent to Collect Excess Proceeds dated March 2, 2015 and a Grant Deed recorded October 29, 2003 as Instrument No. 2003-853537.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Scott Broffman, attorney for Anna I. Aparicio be awarded excess proceeds in the amount of \$401,316.87. Since the amount claimed by Scott Broffman, attorney for Anna I. Aparicio exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from the City of Indian Wells and David Brown, agent for Lana Clark, Trustee of the Gloria Searls Revocable Trust. 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 a lien holder of the property.

ATTACHMENTS (if needed, in this order):

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

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 199 Item 312 Assessment No.: 633043005-4

Assessee: SEARLS, GLORIA TR

Situs: 75497 PALM SHADOW DR INDIAN WELLS 92210

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED
2014 OCT -2 PM 3:36
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds the amount of \$ 606,442.50 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. 2005-0423372; recorded on 5-31-2005. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

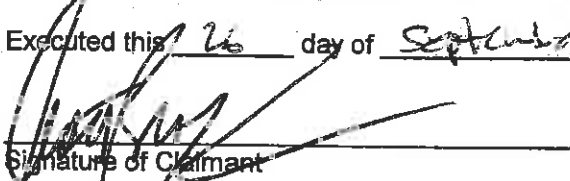
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

SEE ATTACHMENT "A"

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 26 day of September, 2014 at Los Angeles
County, State


Signature of Claimant

Signature of Claimant

SCOTT BRUFFMAN
Print Name

Print Name

8555 Wilshire Bl #1012
Street Address

Street Address

Los Angeles, CA 90038
City, State, Zip

City, State, Zip

323 937 5030
Phone Number

Phone Number

Attachment "A"

The original Judgment for Los Angeles Superior Court Case No. SC075813, ESTATE OF FAUZY I MOLINA vs. PATRICIA DE LA PUENTE, GLORIA SEARLS was entered on March 14, 2005 in the amount of \$320,800.00 plus costs and interest. A true and correct certified copy of the Judgment is attached hereto. A true and correct copy of the Abstract of Judgment relating to said Judgment, filed in the Official Records of the County of Riverside as Document # 2005-0432322 is also attached hereto. A true and correct copy of the Assignment of Judgment from Anna I Aparicio to Scott Broffman is attached hereto. The interest on said Judgment at Ten-Percent (10%) from March 14, 2005 (date of Judgment) to February 4, 2014 (date of tax sale) calculates to \$87.89 per day. No monies were ever received in payment of the Judgment or credited therefore. As of the date of the sale of the subject tax defaulted property by the Tax Collector, February 4, 2014, the interest calculates to \$285,642.50. Therefore, as of the date of the sale of the subject tax defaulted property by the Tax Collector, February 4, 2014, the total amount still due and payable to lienholder/judgment creditor Scott Broffman is **\$606,442.50**.

1 Scott Broffman #114333
5455 Wilshire Blvd. #1012
2 Los Angeles, CA 90036
323 937 5030

FILED
LOS ANGELES SUPERIOR COURT

MAR 14 2005

Attorney for Plaintiff

RECEIVED

JOHN A. CLARKE, CLERK
D. Gammell
BY DANE GAMMELL DEPUTY DG

FILED
DG DEPT

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES, WEST DISTRICT

10	ESTATE OF FAUZY I. MOLINA, et al.,)	Case No.: SC 075813
11	Plaintiff,)	
12	vs.)	(PROPOSED)
13	PATRICIA DE LA PUENTE, GLORIA)	JUDGMENT
14	SEARLS et al.,)	
15	Defendant)	

16 This cause came on regularly for trial on February 28, 2005 in Department WE F
17 of the above entitled court, the Honorable Gerald Rosenberg, Judge, presiding, sitting
18 without a jury, a jury having been duly waived by all parties. Plaintiffs appeared by their
19 attorney Scott Broffman. Defendant Patricia De La Puente appeared by her attorney H.
20 Daniel Burrows and Defendant Gloria Searls appeared by her attorney Ken Mifflin.
21 Evidence, both oral and documentary, was presented by all parties. Witnesses were
22 sworn and testified.
23

24 The cause was argued and submitted for decision, and the court made its ruling
25 and ordered counsel for plaintiff to prepare this judgment. The Court further stated that

1 it would hold the judgment for 10 days (in addition to 5 days for mailing if applicable).

2 The Court made the following findings of fact.

- 3 1. Patricia De La Puente was the employee of Defendant Gloria Searls
4 and as such, the employer, Defendant Gloria Searls was responsible
5 for the acts of her employee Patricia De La Puente.
- 6 2. Patricia De La Puente was responsible for the death of the decedent,
7 Fauzy I. Molina.
- 8 3. As a result of the death of Fauzy Molina, the estate sustained losses in
9 the amount of \$100,800.00 (one hundred thousand eight hundred
10 dollars)
- 11 4. As a result of the death of Fauzy Molina, his mother, Anna Aparico, lost
12 the care, comfort and support of her son, resulting in damages in the
13 amount of \$250,000.00 (two hundred fifty thousand dollars).
- 14 5. In that the motion of Patricia De La Puente for a good faith settlement
15 had been unopposed and granted, the amount of the total judgment
16 against Gloria Searls would be reduced by that amount, to wit:
17 \$15,000.00 (fifteen thousand dollars).

18
19 IT IS ORDERED, ADJUDGED, AND DECREED that

- 20 1. The plaintiff shall recover from the defendant, Gloria Searls, and the defendant
21 Gloria Searls shall pay to the plaintiff the total sum of \$335,800.00 (three
22 hundred thirty five thousand eight hundred dollars) which amount reflects the
23 total amount awarded to the plaintiff less monies paid by Patricia De La Puente in
24 the amount of \$15,000.00 (fifteen thousand dollars).

1 2. The defendant Gloria Searls shall pay to the plaintiff, in addition to the amount of
2 the judgment, all costs and interest associated with this matter as appropriate.
3

4 DATED: 3-14-05



Honorable Gerald Rosenberg
Judge of the Superior Court

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 **PROOF OF SERVICE BY PERSONAL DELIVERY AND FAX**

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES)

4 I am a resident of the State of California, County of Los Angeles. I am over the
5 age of 18 years and not a party to the within action. My business address is 5455
6 Wilshire Blvd., Suite 1012, Los Angeles, California 90036. On MARCH 1, 2005,
7 I served the within:

8 **PROPOSED JUDGMENT**

9 on the parties to this action by causing a true copy thereof enclosed in a sealed
10 envelope addressed as follows:

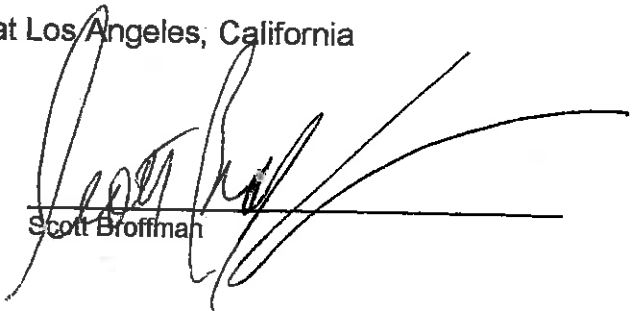
11 **BY HAND DELIVERY TO KEN MIFFLIN, 4274 S. WESTERN AVENUE, LOS**
12 **ANGELES, CALIFORNIA, 90062**

13 **BY FAX DELIVERY TO H. DANIEL BURROWS AT 805 370-1621 (BY APPROVAL)**

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

16 Executed on MARCH 1, 2005 at Los Angeles, California

17
18
19
20
21
22
23
24
25



Scott Broffman

DOC # 2005-0432322

05/31/2005 08:00A Fee:18.00

Page 1 of 3

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

GMA

AND WHEN RECORDED MAIL TO:

*5455 WILSHIRE BLVD.
SUITE 1012
Los Angeles, CA.
90036*



PUBLIC RECORD

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SME	MISC.
			<i>3</i>						
			NOTICE SENT						<i>LC</i>
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

Space above this line for recorder's use only

TRA:

DTT:

ABSTRACT OF JUDGMENT.

Title of Document

19-

M
LD

LM

**THIS AREA FOR
RECORDER'S
USE ONLY**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address): TEL NO.:
 Recording requested by and return to:
Scott Broffman #114333 323 937 5030
5455 Wilshire Blvd. #1012
Los Angeles, CA. 90036

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **Los Angeles**
 STREET ADDRESS: **1725 Main Street**
 MAILING ADDRESS:
 CITY AND ZIP CODE: **Santa Monica CA 90401**
 BRANCH NAME: **West**

FOR RECORDER'S USE ONLY

2005-0432322
05/31/2005 08:08A
2 of 3

PLAINTIFF: **Estate of Fauzy I. Molina, by and through Anna I. Aparicio executrix**
 DEFENDANT: **Patricia de la Puente, Gloria Searls, Daniel Silvers, et al.**

ABSTRACT OF JUDGMENT Amended

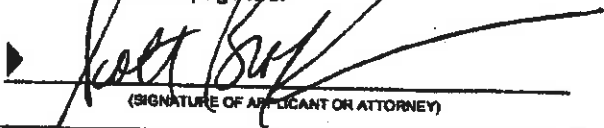
CASE NUMBER:
SC075813

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:
- a. Judgment debtor's
- Name and last known address
- Gloria Searls**
46200 Portola Avenue
Palm Desert, CA 92260
- b. Driver's license No. and state: none
 c. Social security No.: Unknown Unknown
 d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):
 e. Original abstract recorded in this county:
 (1) Date:
 (2) Instrument No.:

- f. Information on additional judgment debtors is shown on page two.

Date: **May 16, 2005**
Scott Broffman
 (TYPE OR PRINT NAME)


 (SIGNATURE OF APPLICANT OR ATTORNEY)

2. a. I certify that the following is a true and correct abstract of the judgment entered in this action.
 b. A certified copy of the judgment is attached.
3. Judgment creditor (name and address):
Anna I. Aparicio c/o Scott Broffman, attorney at law
5455 Wilshire Blvd. #1012, Los Angeles, CA 90036
4. Judgment debtor (full name as it appears in judgment):
Gloria Searls

6. Total amount of judgment as entered or last renewed:
\$ 335,800.00
7. An execution lien attachment lien is endorsed on the judgment as follows:
 a. Amount: \$
 b. In favor of (name and address):



5. a. Judgment entered on (date): **March 14, 2005**
 b. Renewal entered on (date):
 This abstract issued on (date):
MAY 17 2005 JOHN A. CLARKE, CLERK

8. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):
9. This judgment is an installment judgment.

Clerk, by  Deputy

ABSTRACT OF JUDGMENT (CIVIL)

PLAINTIFF: Estate of Fauzy I. Molina, by and through Anna I. Aparicio executrix	CASE NUMBER: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">SC075813</div>
DEFENDANT: Patricia de la Puente, Gloria Searls, Daniel Silvers, et al.	

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (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):

11. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (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):

12. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (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):

13. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

17. Name and last known address

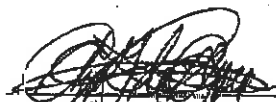
Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

18. Continued on Attachment 18.



ASSIGNMENT OF JUDGMENT

For valuable consideration this 31st day of January, 2014, of which receipt and adequacy are hereby acknowledged and deemed sufficient, I, ANNA I APARICIO of 2410 Stanfield Drive, Stockton California 95209, judgment creditor in the below mentioned Court judgment (hereinafter CREDITOR), hereby convey, transfer and assign to SCOTT BROFFMAN, ESQ., of 5455 Wilshire Blvd. St. 1012, Los Angeles, California 90036 (hereinafter ASSIGNEE), any and all rights, title and interest in the moneys due or that may become due from the money judgment issued for damages and loss of life in the case entitled Estate of Fauzy I. Molina, by and thought Anna I. Aparicio executrix vs. Patricia de la Puente, Gloria Searls and Daniel Silvers, granted by the Superior Court of California, Los Angeles County, Case No. SC075813 on March 14, 2005 (hereinafter JUDGMENT), against/from GLORIA SEARLS , 46200 Portola Avenue, Palm Desert, CA 92260 , the indebted party (s), (hereinafter DEBTOR), including but not limited to specifically Gloria Searls.


Anna I. Aparicio
Judgment Creditor

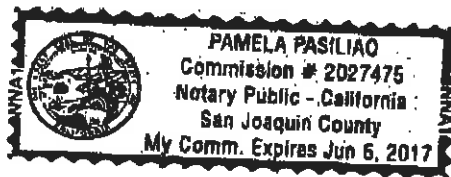
Notary: Please complete below.

State of California
County of SAN JOAQUIN

Before me PAMELA PASILIAO, NOTARY PUBLIC

, on this day personally appeared Anna I. Aparicio known to me and proved to me through sufficient identification including a valid California Identification Card (and N/A) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed in my presence.

Given under my hand and seal of office this 31st day of January, 2014.



(Personalized Seal)


Notary Public's Signature

Accrued Interest for Deed of Trust on 633043005-4

Original Loan Amount **\$335,800.00**

% Rate 24 per annum = \$33,580.00 per year

Interest per day = \$92.00

Amount owing as of 03/14/2005		\$335,800.00
Interest from 03/14/05 to 03/14/06	\$33,580.00	\$369,380.00
Interest from 03/14/05 to 03/14/07	\$33,580.00	\$402,960.00
Interest from 03/14/05 to 03/14/08	\$33,580.00	\$436,540.00
Interest from 03/14/05 to 03/14/09	\$33,580.00	\$470,120.00
Interest from 03/14/05 to 03/14/10	\$33,580.00	\$503,700.00
Interest from 03/14/05 to 03/14/11	\$33,580.00	\$537,280.00
Interest from 03/14/05 to 03/14/12	\$33,580.00	\$570,860.00
Interest from 03/14/05 to 03/14/13	\$33,580.00	\$604,440.00
Interest from 03/14/13 to 02/04/2014 (327 days)	\$30,084.00	\$634,524.00

Total \$634,524.00

Received
May 7, 2014

**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 199 Item 312 Assessment No.: 633043005-4

Assessee: SEARLS, GLORIA TR

Situs: 75497 PALM SHADOW DR INDIAN WELLS 92210

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$10,875.37 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. [see below]; recorded on [see below]. Copies of these documents are attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

- (1) Riverside County Recorder's Document No. 2008-0034625; recorded on 1/23/2008: \$2,864.90
- (2) Riverside County Recorder's Document No. 2008-0642368; recorded on 12/8/2008: \$4,343.10
- (3) Riverside County Recorder's Document No. 2009-0550150; recorded on 10/23/2009: \$1,810.11
- (4) Riverside County Recorder's Document No. 2013-0583106; recorded on 12/17/2013: \$1,857.26

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 30th day of April, 2014 at Riverside, California Indian Wells
County, State

Wade G. McKinney
Signature of Claimant

Signature of Claimant

Wade McKinney, City Manager

Print Name

Print Name

44-950 El Dorado Drive

Street Address

Street Address

Indian Wells, CA 92210-7497

City, State, Zip

City, State, Zip

(760)346-2489

Phone Number

Phone Number

INSTRUCTIONS FOR FILING CLAIM

(See Claim Form on Reverse Side)

The California Revenue and Taxation Code, Section 4675, states in part (paraphrased): For the

purposes of this article, parties of interest and their order of priority are:

(a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in the order of their priority; and

(b) Then, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If you consider yourself to be a party of interest in the sale of tax-defaulted property as defined above, please fill out the reverse of this form stating how you have determined your status as a party of interest. If you need help in filling out the form, please contact our office by telephone at 951-955-3947, mail, or in person.

You must attach copies of documents to support your claim as follows:

1. In case (a), attach a copy of your trust deed or other evidence of lien or security interest, along with a statement under penalty of perjury setting forth the original amount of the lien or interest, the total amount of payments received reducing the original amount of the lien or interest, and the amount still due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.

2. In case (b), attach copies of any other documents (e.g., deed, certified death certificate, will, court order, etc.) supporting your claim.

PLEASE NOTE: We cannot, by law, begin processing of claims until one year has passed from the date of the deed to the purchaser. In order to receive consideration by the Riverside County Board of Supervisors, claims must be filed ON OR BEFORE THE EXPIRATION OF ONE YEAR following the date of the recording of the deed to the purchaser. Please see the "Date Deed to Purchaser Recorded" appearing on the attached notice (Form 117-170). The Tax Collector will submit a recommendation to the County Board of Supervisors as to what disposition should be made on your claim. Following the Board's review, the claim will either be approved or denied. The Clerk of the Board of Supervisors will notify you of the action taken by the Board. Should the claim be approved, the Auditor-Controller will issue a County warrant in payment. By law, the Auditor-Controller cannot issue a warrant in payment of the approved claim until 90 days following the action taken by the Board.

MAIL COMPLETED FORMS TO:

Don Kent, Treasurer-Tax Collector
Post Office Box 12005
Riverside, CA 92502-2205

Attention: Excess Proceeds



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Irvine
(949) 263-2800
Los Angeles
(213) 617-8100
Ontario
(909) 989-8584
Riverside
(951) 886-1450

Post Office Box 13650, Palm Desert, CA 92255-3650
74-780 Highway 111, Suite 200, Indian Wells, CA 92210
Phone: (760) 568-2611 | Fax: (760) 340-6698 | www.bbklaw.com

Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0800

Jill Tremblay
(760) 200-3060
jill.tremblay@bbklaw.com

May 6, 2014

Don Kent, Treasurer-Tax Collector
Post Office Box 12005
Riverside, CA 92502-2205
Attn: Excess Proceeds

Re: TC 199 Item 312 Assessment No.: 633043005-4

Dear Mr. Kent:

Enclosed please find a Claim for excess proceeds from the sale of tax-defaulted property in regards to the above referenced matter. In addition, I have enclosed a declaration from the City of Indian Wells' Community Development Director and copies of the four liens the City has against the property.

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Jill Tremblay
for BEST BEST & KRIEGER LLP

Enclosures

Irvine
(949) 263-2600
Los Angeles
(213) 617-8100
Ontario
(909) 989-8584
Riverside
(951) 686-1450



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Post Office Box 13650, Palm Desert, CA 92255-3650
74-760 Highway 111, Suite 200, Indian Wells, CA 92210
Phone: (760) 568-2611 | Fax: (760) 340-6698 | www.bbklaw.com

Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

Jill Tremblay
(760) 200-3060
jill.tremblay@bbklaw.com

May 29, 2015

VIA CERTIFIED MAIL AND E-MAIL TTC@CO.RIVERSIDE.CA.US

County of Riverside Treasurer-Tax Collector
County Administrative Center - 4th Floor
4080 Lemon Street
Riverside, CA 92502

Don Kent, Treasurer-Tax Collector
P.O. Box 12005
Riverside, CA 92502
Attn: Excess Proceeds

Re: TC 199 Item 312 Assessment No.: 633043005-4
Assessee: SEARLS, GLORIA TR
Situs: 75497 PALM SHADOW DR. INDIAN WELLS, 92210

Dear Mr. Kent:

This firm represents the City of Indian Wells, California ("City"). The City submitted a Claim for Excess Proceeds from the Sale of Tax-Defaulted Property regarding the above-referenced property on or about May 6, 2014 to the County ("Claim"). A copy of said Claim is enclosed herewith.

Please provide a status update on the Claim at your earliest convenience. Thank you in advance for your assistance.

Sincerely,

Jill Tremblay
for BEST BEST & KRIEGER LLP

JL:jat

Enclosure

26529.10000\9813947.1

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

Assessment No.: 633043005-4 Item: 312
Situs Address: 75497 Palm Shadow Drive, Indian Wells, CA 92210
Assessee: Searls, Gloria Tr
Date Sold: February 4, 2014
Date Deed to Purchaser Recorded: March 21, 2014
Final Date to Submit Claim: March 23, 2015

DECLARATION OF WARREN MORELION

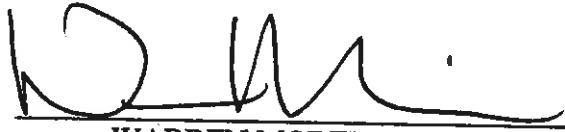
I, Warren Morelion, declare as follows:

1. I am currently employed as the Community Development Director for the City of Indian Wells. This Declaration is made in support of the City of Indian Wells' claim for excess proceeds from the sale of tax defaulted property; the property being that real property located at 75497 Palm Shadow Drive, Indian Wells, CA 92210 ("Property").
2. I am familiar with the code enforcement actions and liens filed against the Property.
3. A lien in the amount of \$2,864.90 against the Property was recorded with the Riverside County Recorder's Office as Document No. 2008-0034625 on 1/23/2008.
4. A lien in the amount of \$4,343.10 against the Property was recorded with the Riverside County Recorder's Office as Document No. 2008-0642368 on 12/8/2008.
5. A lien in the amount of \$1,810.11 against the Property was recorded with the Riverside County Recorder's Office as Document No. 2009-0550150 on 10/23/2009.
6. A lien in the amount of \$1,857.26 against the Property was recorded with the Riverside County Recorder's Office as Document No. 2013-0583106 on 12/17/2013.
7. The total amount of all four liens on the Property is \$ 10,875.37.
8. To date, there have been no payments made on the liens.
9. The total amount of all four liens remains due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.

[Declaration continued on following page.]

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and if called upon as a witness, I could and would competently testify to the facts set forth herein, which facts are of my own personal knowledge.

Executed on this 30th day of April, 2014 at Indian Wells, California.

A handwritten signature in black ink, appearing to read 'W. Morelion', written over a horizontal line.

WARREN MORELION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

EXEMPT FROM FILING FEES PURSUANT TO
GOVERNMENT CODE §6103

Douglas S. Phillips, Esq.
BEST BEST & KRIEGER LLP
74-760 Highway 111, Suite 200
Indian Wells, CA 92210

DOC # 2008-0034625

01/23/2008 08:00A Fee:NC

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Uard

Assessor, County Clerk & Recorder



THIS SPACE FOR RECORDER'S USE ONLY

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			4						
M	A	L	465	426	PCOR	NCOR	SMF	NCHO	EXAM
NCHG CC									801

6
C
801

**ORDER GRANTING CITY' S APPLICATION FOR ATTORNEYS' FEES,
ABATEMENT COSTS, AND STAFF TIME CHARGES**

Title of Document

1 DOUGLAS S. PHILLIPS, Bar No. 074906
2 BEST BEST & KRIEGER LLP
3 74-760 Highway 111, Ste. 200
4 Indian Wells, CA 92210
5 Telephone: (760) 568-2611
6 Telecopier: (760) 340-6698

7 Attorneys for Plaintiff
8 CITY OF INDIAN WELLS

EXEMPT FROM FILING FEE
PURSUANT TO GOVT. CODE §6103

FILED
SUPERIOR COURT OF CALIFORNIA

JAN 18 2008

J. Wightmar

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF RIVERSIDE - INDIO BRANCH

11 CITY OF INDIAN WELLS,
12

13 Plaintiff,

14 v.

15 GLORIA SEARLS, and DOES 1 through
16 10, Inclusive,

17 Defendant.

Case No. INC 053942
Judge: Harold Hopp

[Proposed] ORDER GRANTING CITY'S
APPLICATION FOR ATTORNEYS' FEES,
ABATEMENT COSTS AND STAFF TIME
CHARGES

Date: 1/18/08
Time: 8:30 a.m.
Dept: 2G

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

18
19
20
21
22
23
24
25
26
27
28
RML114DSP260069

- 1 -

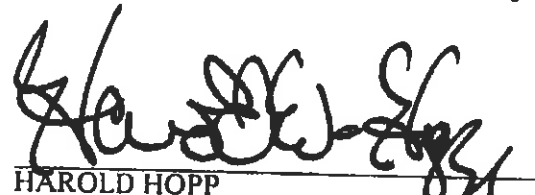


2008-0034625
01/23/2008 08 08A
2 of 4

1 The Court having read and considered the City's Points and Authorities, and the
2 Declarations of Douglas S. Phillips and Matt Creason:

3 IT IS HEREBY ORDERED, DECREED AND ADJUDGED that the City of Indian Wells
4 is awarded its reasonable attorneys' fees in the sum of \$1870.00, and abatement costs in the sum
5 of \$925.00, and staff time charges in the sum of \$69.90, for a total of \$2864.90, which sum shall
6 be a lien on the property located at 75-497 Palm Shadow Dr., Indian Wells, California, legally
7 described as APN 633-043-005.

8 Dated: January 18, 2008

9
10 
11 HAROLD HOPP
12 Judge of the Superior Court
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

RML11 DSP 260069

- 2 -

Order Granting City's Application for Attorney's Fee, Abatement Costs and Staff Time Charges



2008-0034825
01/23/2008 08:00A
3 of 4

This must be in red to be a
"CERTIFIED COPY"

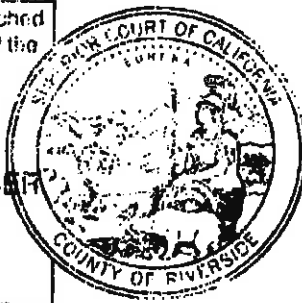
Each document to which this certificate is attached
is certified to be a fair, true and correct copy of the
original on file and of record in my office.

Superior Court of California
County of Riverside

T. McELYEA
EXECUTIVE OFFICER

By J. Wightman
DEPUTY

Dated: 1/18/08



Certification must be in red to be a
"CERTIFIED COPY"



DOC # 2008-0642368

12/08/2008 08:00A Fee:NC

Page 1 of 5

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

BEST BEST & KRIEGER

AND WHEN RECORDED MAIL TO
DOUGLAS S. PHILLIPS, ESQ.
BEST BEST & KRIEGER LLP
74-760 Highway 111, Ste. 200
Indian Wells, CA 92210

S	R	U	PAGE	SIZED	A	MISC	LONG	RFD	COPY
1			5						1
M	A	L	485	428	PCOR	NCOR	SMF	NCHG	EXAM
nchgee						T:	CTY	UNI	812

Space above this line for recorder's use only

ORDER AWARDING ABATEMENT COSTS, STAFF TIME CHARGES AND ATTORNEY'S FEES

C
812

Title of Document

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DOUGLAS S. PHILLIPS, Bar No. 074906
BEST BEST & KRIEGER LLP
74-760 Highway 111, Ste. 200
Indian Wells, CA 92210
Telephone: (760) 568-2611
Telecopier: (760) 340-6698

Attorneys for Plaintiff
City of Indian Wells

EXEMPT FROM FILING FEES PURSUANT TO
GOVERNMENT CODE SECTION 6103

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 04 2008

Y. REEVES

RECEIVED
DEC 03 2008

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE - INDIO BRANCH

CITY OF INDIAN WELLS, a charter city,
Plaintiff,

v.

GLORIA SEARLS and DOES 1 through 10,
Inclusive,
Defendant.

Case No. INC 053942
Judge: Harold W. Hopp

**[PROPOSED] ORDER AWARDING
ABATEMENT COSTS, STAFF TIME
CHARGES AND ATTORNEY'S FEES**

Date: December 4, 2008
Time: 8:30 am
Dept.: 2G



2008-9642368
12/08/2008 08:00A
2 of 5

RMPUBIDSP303362.1

LAW OFFICES OF
BEST BEST & KRIEGER LLP
74-780 HIGHWAY 111, SUITE 200
INDIAN WELLS, CALIFORNIA 92210

2008-0642368
12/08/2008 08:00A
3 of 5



1 The hearing on the City's application for an award of abatement costs, staff time and
2 attorney's fees incurred by the City to abate the public nuisances on the Property came regularly
3 for hearing on December 4, 2008 at 8:30 a.m. in Department 2G of this Court, the Honorable
4 Harold Hopp presiding. Douglas S. Phillips of Best Best & Krieger appeared on behalf of
5 Plaintiff City of Indian Wells.

6 THE COURT FINDS THAT:

7 1. Gloria Searls was the owner of the residence at 75-497 Palm Shadow Dr., Indian
8 Wells, California, APN # 633-043-005 (Property) as shown by the recorded deed attached to the
9 application for abatement warrant filed October 24, 2008 as Exhibit "1". As stated in the
10 declaration of Matt Creason filed October 24, 2008 in support of the abatement warrant application,
11 Gloria Searls is deceased, and the Property is occupied by her son, Eric H[utchins]. The Property is
12 located in a residential zone.

13 2. The City has adopted municipal code Chapter 8.08, sections 8.08.010 and 8.08.020
14 of which define and permit the abatement of property nuisances.

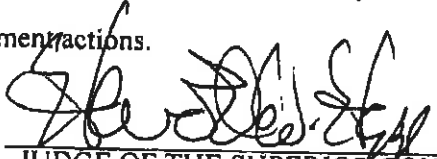
15 3. The Property is a public nuisance as defined by Chapter 8.08.

16 4. The City has filed this proceeding to abate public nuisances on the Property and in
17 doing so incurred abatement costs, staff time charges and attorney's fees.

18
19 NOW, THEREFORE, IT IS ORDERED, DECREED AND ADJUDGED:

20 The City is awarded the sum of ~~\$ 2306.83~~^{2,028. --} in abatement costs, \$ 33.10 in staff time ~~4,343.10~~^{4,343.10}
21 charges, and ~~\$ 2970~~^{2,310. --} in reasonable attorney's fees for a total award in the amount of \$ ~~5309.93~~^{6,684.20}
22 pursuant to City municipal code sections 8.08.020, 8.08.130 and 8.08.145, which authorize the
23 City to commence a proceeding to abate a public nuisance, to abate the nuisance, and to collect
24 the costs for abating public nuisances including administrative staff time, attorney's fees, and all
25 other expenses related to enforcing nuisance abatement actions.

26 DATED: December 4, 2008

27 
28 JUDGE OF THE SUPERIOR COURT

BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW
74-760 HIGHWAY 111, SUITE 200
INDIAN WELLS, CA 92210

PROOF OF SERVICE

I, Sally L. Melgarejo, declare:

I am a citizen of the United States and employed in Riverside County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 74-760 Highway 111, Suite 200, Indian Wells, California 92210. On December 3, 2008, I served a copy of the within document(s): [PROPOSED] ORDER AWARDING ABATEMENT COSTS, STAFF TIME CHARGES AND ATTORNEY'S FEES; on interested parties:

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Indian Wells, California addressed as set forth below.
- by placing the document(s) listed above in a sealed _____ envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a _____ agent for delivery.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

Eric L. Jones, Esq.
Law Offices of Eric L. Jones
3580 Wilshire Boulevard, Suite 1630
Los Angeles, CA 90010-2529
(213) 738-7838; Fax (213) 738-7856
E-Mail Address: loelj@aol.com

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

Executed on December 3, 2008, at Indian Wells, California.



Sally L. Melgarejo

RMPUB\SMELGAREJO\303572.1



2008-0642368
12/03/2008 08 09A
4 of 5

PROOF OF SERVICE

This must be in red to be a
"CERTIFIED COPY"

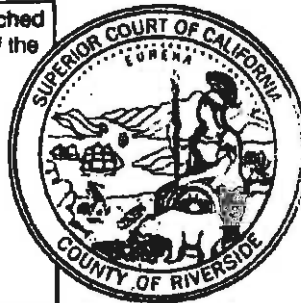
Each document to which this certificate is attached
is certified to be a full, true and correct copy of the
original on file and of record in my office.

Superior Court of California
County of Riverside

By _____

DEPUTY

Dated: _____



Certification must be in red to be a
"CERTIFIED COPY"



DOC # 2009-0550150
 10/23/2009 08:00A Fee:21.00
 Page 1 of 5
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:

BEST BEST & KRIEGER LLP
 Attention: Stacey P. Shalhoub
 74-760 Highway 111, Suite 200
 Indian Wells, CA 92210
 (760) 568-2611



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			5						1
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
							T:	CTY	UNI

22

THIS SPACE FOR RECORDER'S USE ONLY

C
810

**ORDER AWARDING ABATEMENT COSTS,
 STAFF TIME CHARGES AND ATTORNEY'S FEES**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
 (\$3.00 Additional Recording Fee Applies)

1 DOUGLAS S. PHILLIPS, Bar No. 74906
2 STACEY P. SHALHOUB, Bar No. 237183
3 BEST BEST & KRIEGER LLP
4 74-760 Highway 111, Suite 200
Indian Wells, California 92210
Telephone: (760) 568-2611
Telecopier: (760) 340-6698

EXEMPT FROM FILING FEES PURSUANT TO
GOVERNMENT CODE § 6103

5 Attorneys for Plaintiff
6 CITY OF INDIAN WELLS

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 20 2009

Y. REEVES

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF RIVERSIDE
11 INDIO BRANCH

12
13 CITY OF INDIAN WELLS,
14 Plaintiff,
15 v.
16 GLORIA H. SEARLS, TRUSTEE OF
17 THE GLORIA SEARLS REVOCABLE
18 LIVING TRUST; and DOES 1 through 10,
19 Inclusive,
20 Defendants.

Case No. INC 089144
Judge: Honorable Harold W. Hopp

**ORDER AWARDING ABATEMENT
COSTS, STAFF TIME CHARGES AND
ATTORNEY'S FEES**

Date: October 20, 2009
Time: 8:30 a.m.
Dept: 2G

BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW
INDIAN WELLS

2009-0550150
10/23/2009 08:00A
2 of 5



RMLITSSHALHOUB310893.1

1 The hearing on the City's application for an award of abatement costs, staff time and
2 attorney's fees incurred by the City to abate the public nuisances on the Property came regularly
3 for hearing on October 20, 2009 at 8:30 a.m. in Department 2G of this Court, the Honorable
4 Harold W. Hopp, presiding. Stacey P. Shalhoub, Esq. of Best Best & Krieger appeared on behalf
5 of Plaintiff City of Indian Wells. Defendant appeared / No other appearances were made.

6 THE COURT FINDS THAT:

7 1. GLORIA H. SEARLS, TRUSTEE OF THE GLORIA SEARLS REVOCABLE
8 LIVING TRUST is the owner of property in the City legally described as APN # 633-043-005
9 located at 75497 PALM SHADOW DRIVE, Indian Wells, California ("Property").

10 2. The City has adopted municipal code Chapter 8.08, sections 8.08.010 and 8.08.020
11 of which define and permit the abatement of property nuisances.

12 3. The Property is a public nuisance as defined by Chapter 8.08.

13 4. The City has filed this proceeding to abate public nuisances on the Property and in
14 doing so incurred abatement costs, staff time charges and attorney's fees.

15 5. Defendant was properly noticed of all proceedings in this matter.

16
17 NOW, THEREFORE, IT IS ORDERED, DECREED AND ADJUDGED that:

18 The City is awarded the sum of \$330.00 in abatement costs, \$130.00 in staff time charges,
19 and \$1,350.11 in attorney's fees for a total award in the amount of \$1,810.11, pursuant to City
20 municipal code sections 8.08.020, 8.08.130 and 8.08.145, which authorize the City to commence
21 a proceeding to abate a public nuisance, to abate the nuisance, and to collect the costs for abating
22 public nuisances including administrative staff time, attorney's fees, and all other expenses
23 related to enforcing nuisance abatement actions.

24
25 DATED: October 20, 2009

26
27
28

JUDGE OF THE SUPERIOR COURT

RMLIT\SSHALHOUB\310893.1

ORDER AWARDING ABATEMENT COSTS, STAFF TIME CHARGES AND ATTORNEY'S FEES



PROOF OF SERVICE

I, Sally L. Melgarejo, declare:

I am a citizen of the United States and employed in Riverside County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 74-760 Highway 111, Suite 200, Indian Wells, California 92210. On October 12, 2009, I served a copy of the within document(s) **ORDER AWARDING ABATEMENT COSTS, STAFF TIME CHARGES AND ATTORNEY'S FEES**; on interested parties:

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Indian Wells, California addressed as set forth below.
- by placing the document(s) listed above in a sealed *U.P.S./Overnight Delivery and Express Mail* envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to the addressee(s) below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

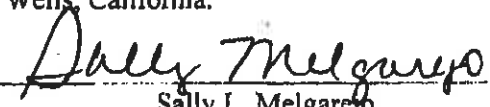
Gloria H. Searls, Trustee of
The Gloria Searls
Revocable Living Trust
75497 Palm Shadow Drive
Indian Wells, CA 92210

Gloria H. Searls, Trustee of
The Gloria Searls
Revocable Living Trust
P.O. Box 1275
Palm Desert, CA 92261

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

Executed on October 12, 2009, at Indian Wells, California.


Sally L. Melgarejo

BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW
74-760 HIGHWAY 111, SUITE 200
INDIAN WELLS, CA 92210

2869-6556150
18/23/2869 68:00A
4 of 3



DOC # 2013-0583106

12/17/2013 01:27P Fee:NC

Page 1 of 8

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

BEST BEST & KRIEGER LLP
Attention: Jill Tremblay
74-760 Highway 111, Suite 200
Indian Wells, CA 92210
(760) 568-2611



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			6						
M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM
"NCHG CC"					T:	CTY	UNI	817	

Ø

C
817

THIS SPACE FOR RECORDER'S USE ONLY

**ORDER AWARDING ABATEMENT COSTS, STAFF TIME CHARGES
AND ATTORNEYS FEES**

THIS PAGE IS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STEPHEN P. DEITSCH, Bar No. 089318
JILL TREMBLAY, Bar No. 261015
BEST BEST & KRIEGER LLP
74-760 Highway 111, Suite 200
Indian Wells, California 92210
Telephone: (760) 568-2611
Facsimile: (760) 340-6698

Attorneys for Plaintiff
CITY OF INDIAN WELLS

EXEMPT FROM FILING FEE PURSUANT TO
GOVT. CODE §6103

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 16 2013

C. Perez

SZA
DEC 10 2013

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

CITY OF INDIAN WELLS, a charter city,
Plaintiff,
v.
ERIC HUTCHINS, an individual and
DOES 1 through 10, inclusive,
Defendants.

Case No. PSC 1301164
Judge: John Evans

ORDER AWARDING ABATEMENT
COSTS, STAFF TIME CHARGES AND
ATTORNEYS' FEES

Warrant Issued 9/20/13

Date: December 16, 2013
Time: 8:30 a.m.
Dept. PS1

26529.1004IN386257.1

RECEIVED
DEC 05 2013
BY

ORDER AWARDING ABATEMENT COSTS,
STAFF TIME CHARGES AND ATTORNEY'S FEES



2013-0583186
12/17/2013 01:27P
2 of 8

LAW OFFICES OF
BEST BEST & KRIEGER LLP
74-760 HIGHWAY 111, SUITE 200
INDIAN WELLS, CALIFORNIA 92210

1 The hearing on the City's application for an award of abatement costs, staff time and
2 attorney's fees incurred by the City to abate the public nuisances on the Property came regularly
3 for hearing on December 16, 2013 at 8:30 a.m. in Department PS1 of this Court, the Honorable
4 John Evans, presiding. Jill A. Tremblay of Best Best & Krieger appeared on behalf of Plaintiff
5 City of Indian Wells.

6 **THE COURT FINDS THAT:**

7 1. Eric Hutchins is the owner of property in the City legally described as
8 **LOT 26 SUBD: RANCHO PALMERAS ESTATES UNIT #1**
9 (Commonly known as 75497 Palm Shadow Drive, Indian Wells CA), APN # 633-043-005
10 (the "Property").

11 2. The City has adopted municipal code Chapter 8.08, sections 8.08.010 and 8.08.020
12 of which define and permit the abatement of property nuisances.

13 3. The Property, prior to abatement, was a public nuisance as defined by Chapter
14 8.08.

15 4. The City has filed this proceeding to abate public nuisances on the Property and in
16 doing so incurred staff time charges and attorney's fees.

17 **NOW, THEREFORE, IT IS ORDERED, DECREED AND ADJUDGED that:**

18 The City is awarded the sum of \$201.76 in staff time charges, and \$1,655.50 in reasonable
19 attorney's fees and costs for a total award in the amount of \$1,857.26, pursuant to City municipal
20 code chapter sections 8.08, particularly 8.08.020 and 8.08.180, which authorize the City to
21 commence a proceeding to abate a public nuisance, to abate the nuisance, and to collect the costs
22 for abating public nuisances including administrative staff time, attorney's fees, and all other
23 expenses related to enforcing nuisance abatement actions. This Order may be recorded and shall
24 have the priority of a special assessment lien.

25 DATED: 12-16-13

26 
27 ~~JUDGE~~ OF THE SUPERIOR COURT
Commissioner

28 26529.10048-8386257.1

- 2 -

ORDER AWARDING ABATEMENT COSTS,
STAFF TIME CHARGES AND ATTORNEY'S FEES



2013-0583106
12/17/2013 01:27P
3 of 8

PROOF OF SERVICE

At the time of service I was over 18 years of age and not a party to this action. My business address is Post Office Box 13650, Palm Desert, CA 92255-3650, 74-760 Highway 111, Suite 200, Indian Wells, California 92210. On December 5, 2013, I served the following document(s):

[PROPOSED] ORDER AWARDING ABATEMENT COSTS, STAFF TIME CHARGES AND ATTORNEYS' FEES

By fax transmission. Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

By United States mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below (specify one):

Deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

Placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Indian Wells, California.

By personal service. At ___ a.m./p.m., I personally delivered the documents to the persons at the addresses listed below. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an Individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.

By messenger service. I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a professional messenger service for service. A Declaration of Messenger is attached.

LAW OFFICES OF
BEST BEST & KRIEGER LLP
POST OFFICE BOX 13650
PALM DESERT, CA 92255-3650
74-760 HIGHWAY 111, SUITE 200
INDIAN WELLS, CALIFORNIA 92210

26529.1004#VJ307826.1

PROOF OF SERVICE



2013-0583106
12/17/2013 01:27P
4 of 6

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By overnight delivery. I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

By e-mail or electronic transmission. Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

ERIC HUTCHINS
75497 Palm Shadow Dr.
Indian Wells, CA 92210

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

Executed on December 5, 2013, at Indian Wells, California.



Ofelia Granados-Driver

LAW OFFICES OF
BEST BEST & KRUEGER LLP
POST OFFICE BOX 13069
PALM DESERT, CA 92269-3650
74-780 HIGHWAY 111, SUITE 200
INDIAN WELLS, CALIFORNIA 92210



This must be in red to be a
"CERTIFIED COPY"

Each document to which this certificate is attached
is certified to be a full, true and correct copy of the
original on file and of record in my office.

Superior Court of California
County of Riverside

By *[Signature]*
DEPUTY

Dated: 12-10-13



Certification must be in red to be a
"CERTIFIED COPY"



2013-0583106
12/17/2013 01:27P
6 of 8

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 199 Item 312 Assessment No.: 633043005-4

Assessee: SEARLS, GLORIA TR

Situs: 75497 PALM SHADOW DR INDIAN WELLS 92210

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED
2015 MAR 11 PM 1:14
RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 401,316.97 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. 2003-853537; recorded on 10-29-2003. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

See Attached cover letter

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 6 day of March, 2015 at Santa Barbara, CA
County, State

David Brown Attorney in Fact
Signature of Claimant
Gloria Searls Revocable Living Trust

Signature of Claimant

David Brown
Print Name

Print Name

1603 Copenhagen Drive #6
Street Address

Street Address

Solvay, CA 93463
City, State, Zip

City, State, Zip

805-686-1044
Phone Number

Phone Number

March 6, 2015



Don Kent, Treasurer-Tax Collector
County of Riverside
Post Office Box 12005
Riverside, CA 92502-2205

Attention: Excess Proceeds

Re: Claim for Excess Proceeds TC 199 #312

Dear Mr. Kent:

Enclosed please find our completed claim form for excess proceeds pursuant to the instructions on that form. To perfect our claim I have also enclosed an Attorney Letter of Opinion to assist with your approval and Board recommendation.

Specifically you will find the following:

1. County Claim Form for Excess Proceeds
2. Limited Power of Attorney
3. Authorization for Agent to Collect Excess Proceeds.
4. Engagement and Disclosure letter dated 03/02/2015
5. Copy of Grant Deed document #2003-853537 recorded 10/29/2003
6. Copy of Gloria Searls Revocable Living Trust
7. Copy of Appointment of Successor Trustee by Beneficiaries
8. Attorney Letter of Opinion

Thank you for your consideration of our Claim.

As always, feel free to call or email with any questions or additional information.

Sincerely yours,

A handwritten signature in black ink, appearing to read "David Brown", with a long horizontal flourish extending to the right.

David Brown
Robin Hood Recovery

DavidWBrown@Hotmail.com
1603 Copenhagen Drive, Suite 6, Solvang, CA 93463
Phone 805-686-1044 Fax 805-686-0252

**LIMITED POWER OF ATTORNEY FOR PURSUING A CLAIM OF EXCESS
PROCEEDS UNDER REVENUE AND TAXATION CODE §4675**

TO WHOM IT MAY CONCERN:

Gloria Searls Revocable Living Trust, Lana Clark, Trustee (the Principal), presently a resident of **Santa Barbara** County, California, whose current mailing address is: **1607 Mission Drive, Suite 106, Solvang, CA 93463**, and whose telephone number is: **805-688-3939**, appoints **David W. Brown** (the Agent), presently a resident of Santa Barbara County, California, whose current mailing address is: **1603 Copenhagen Drive, Suite 6, Solvang, CA 93463**, and whose telephone number is: **805-686-1044**, as the Principal's true and lawful attorney-in-fact for the Principal and in the Principal's name, place, and stead:

1. To demand, sue for, and collect all sums of money due or payable to the Principal from the County of **Riverside**, on a claim for excess proceeds in accordance with Revenue and Taxation Code § 4675. The Agent is hereby appointed as the Principal's Representative Payee in this matter.
2. To do, execute, and perform any other act, deed, matter, or thing that in the Agent's opinion ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, including the power to bring suit against any institution, person, or other entity that fails or refuses to honor this durable power of attorney, as fully and effectively as the Principal could do if personally present.
3. This power of attorney shall be effective on execution, and shall be in effect for 365 days, or once excess proceeds have been received by the Agent, whichever is first.
4. The Principal does hereby ratify and confirm all that the Agent shall do, or cause to be done, by virtue of this power of attorney.
5. The property subject to this claim for excess proceeds under Revenue and Taxation Code § 4675 is that real property in the unincorporated area, County of **Riverside**, State of California, commonly known as **APN 633043005-4**.

IN WITNESS WHEREOF, the Principal has signed this limited power of attorney for pursuing a claim of excess proceeds under Revenue and Taxation Code § 4675,

dated: 3-2-15

Lana Clark, Trustee
(signature)

LANA CLARK, TRUSTEE
(printed name)

STATEMENT OF WITNESSES: I declare under penalty of perjury under the laws of California: (1) that the individual who signed or acknowledged this power of attorney is personally known to me, or that the individual's identity was proven to me by convincing evidence, (2) that the individual signed or acknowledged this power of attorney in my presence, (3) that the individual appears to be of sound mind and under no duress, fraud, or undue influence, and (4) that I am not a person appointed as agent by this power of attorney.

First witness

Jane Hurbat
(print name)

2620 Janin Way
(address)

Solvang, Calif
(city) (state)

Jane Hurbat
(signature of witness)

2/2/15
(date)

Second witness

Jill A. MAYER
(print name)

769 Elsinore Drive
(address)

Solvang, CA
(city) (state)

Jill A. Mayer
(signature of witness)

3-2-15
(date)

LIMITED POWER OF ATTORNEY FOR PURSUING A CLAIM OF EXCESS PROCEEDS UNDER REVENUE AND TAXATION CODE §4675

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the 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 make David Brown my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 633043005-4 sold at public auction on Feb. 04, 2014. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is \$ 401316⁸⁷ and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

Lana Clark, Trustee
(Signature of Party of Interest)

LANA CLARK, TRUSTEE
(Name Printed) GLORIA SEARLS REVOCABLE TRUST
1607 MISSION DR, STE 106
(Address)

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

SOLVANG CA 93463
(City/State/Zip)
805-688-3939
(Area Code/Telephone Number)

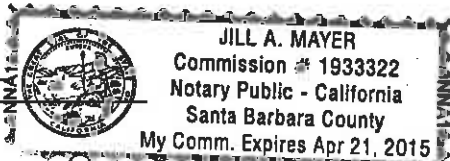
STATE OF CALIFORNIA)ss.
COUNTY OF Santa Barbara)

On March 2, 2015, before me, Jill A. Mayer, Notary Public, personally appeared LANA CLARK, 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.

Jill A. Mayer
(Signature of Notary)



(This area for official seal)

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

David Brown
(Signature of Agent)

David Brown
(Name Printed)

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

1603 Copanwagan Drive, Suite 6
(Address)

STATE OF CALIFORNIA)ss.
COUNTY OF Santa Barbara)

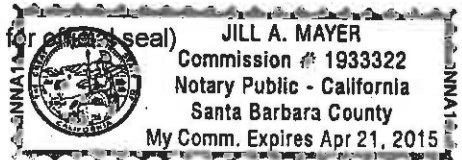
Solvang, CA 93463
(City/State/Zip)

On March 4, 2015, before me, Jill A. Mayer, a Notary Public in and for said State, personally appeared DAVID BROWN, 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.

Jill A. Mayer
(Signature of Notary)

(This area for official seal)





March 2, 2015

Recovery

Gloria Searls Revocable Living Trust
C/O Lana Clark, Trustee
1607 Mission Drive, Suite 106
Solvang, CA 93463

Re: Claim for Excess Proceeds under Revenue and Taxation Code § 4675

Dear Lana:

It was a pleasure speaking with you about your unclaimed assets and a mutually rewarding strategic plan for their recovery. My research indicates a potential **claim and recovery due you of \$401,316.87**. This letter will confirm our earlier communication and working relationship. As an experienced real estate professional, I have the expertise and experience in navigating the legal and bureaucratic maze and most of all a successful track record.

As we discussed, **you have the right to file a claim for these funds on your own behalf**. You may also file your own income tax returns or hire a CPA. You can clear a plugged drain, but most will hire a plumber. You can buy or sell your own home, but most will utilize the expertise of a real estate broker. The point is that I am a professional in this process and I work on a contingency basis and only receive a fee if successful. **There are no upfront fees or cost to you**. Any related expenses like attorney fees, filing fees, title searches, mailing, notary fees, travel, and other expenses associated with the recovery is my responsibility and costs.

As consideration for my time, expertise, and out of pocket costs for recovery efforts on your behalf, you agree that any excess proceeds recovered by my office on the above-mentioned claim will be divided between you and my office in a percentage detailed on the attached "Exhibit A -- Fee Agreement". You also confirm: (1) that you have full authority to enter into this agreement; (2) that my office has the exclusive right to represent you in this matter; and (3) that you have not previously contracted with or engaged any other person or entity to act on your behalf to recover said funds. You agree to cooperate and participate in the conduct of this matter and to truthfully and immediately notify my office as to anything that may occur that could affect the outcome of this process and claim. This agreement will expire upon your receipt of recovered funds or 24 months after this agreement was signed, whichever occurs first. Upon

DavidWBrown@Hotmail.com

1603 Copenhagen Drive, Suite 6, Solvang, CA 93463

Phone 805-686-1044

Fax 805-686-0252

receipt of the excess proceeds, my office will send you a check for your share (as stated on the attached Exhibit A) within 10 days.

If the above properly sets forth our agreement, please **sign, date, and return** the enclosed copy of this letter. Also, please **sign and return** the enclosed limited power of attorney in the pre-paid return envelope.

As always, feel free to call or email with any questions or clarifications.

Very truly yours,



The above is understood and agreed to:

Dated: 3-2-15

Signature: Lana Clark, Trustee Signature: _____

Printed Name: LANA CLARK, Printed Name: _____
TRUSTEE

Please fill in the below data for expedited service and results:

Email address: lana@lanaclarklaw.com

Work Phone: (805)-688-3939

Cell Phone: (805)-245-1324

Send my agreed proceeds as follows, mark one only:

1. Bank wire to my account.
2. Check by regular mail to the below address.
3. Check by FedEx to the below address.

a. Print address for delivery

1607 MISSION DR #106
SOLVANG CA 93463

DavidWBrown@Hotmail.com

1603 Copenhagen Drive, Suite 6, Solvang, CA 93463

Phone 805-686-1044

Fax 805-686-0252

**THE GLORIA SEARLS
REVOCABLE LIVING TRUST**

September 27, 2003

LAW OFFICES

KIMBERLY T. LEE

74-900 HIGHWAY 111, SUITE 113
INDIAN WELLS, CALIFORNIA 92210
(760) 776-9977

The Gloria Searls Revocable Living Trust

Table of Contents

Article One Establishing My Trust.....		1
Section 1.01	Identifying My Trust.....	1
Section 1.02	Reliance by Third Parties on Affidavit or Certification of Trust.....	1
Section 1.03	Transferring Property to My Trust.....	2
Section 1.04	Powers Reserved by Me as Grantor.....	3
Section 1.05	Grantor Trust Status.....	3
 Article Two Family Information.....		 1
 Article Three Trustee Succession Provisions.....		 1
Section 3.01	Resignation of a Trustee.....	1
Section 3.02	Trustee Succession During My Lifetime.....	1
Section 3.03	Trustee Succession After My Death.....	2
Section 3.04	Notice of Removal and Appointment.....	3
Section 3.05	Appointment of a Cotrustee.....	3
Section 3.06	Corporate Fiduciaries.....	3
Section 3.07	Incapacity of a Trustee.....	3
Section 3.08	Appointment of Independent Special Trustee.....	3
Section 3.09	Rights and Obligations of Successor Trustees.....	4
 Article Four Administration of My Trust During My Incapacity.....		 1
Section 4.01	Definition of My Incapacity.....	1
Section 4.02	Determination of My Incapacity.....	1
Section 4.03	Trust Distributions During My Incapacity.....	2
 Article Five Administration of My Trust Upon My Death.....		 1
Section 5.01	My Trust Shall Become Irrevocable.....	1
Section 5.02	Administrative Trust.....	1
Section 5.03	Payment of My Expenses and Taxes.....	1
Section 5.04	Payment of Death Taxes.....	2
Section 5.05	Coordination with My Personal Representative.....	3
Section 5.06	Tax Elections.....	3
 Article Six Disposition of Tangible Personal Property.....		 1
Section 6.01	Distribution of Tangible Personal Property by Memoranda.....	1

Section 6.02	Distribution of Remaining Tangible Personal Property.....	1
Section 6.03	Definition of Tangible Personal Property.....	1
Section 6.04	Encumbrances and Incidental Expenses of Tangible Personal Property.....	2
Section 6.05	Residuary Distribution.....	2
Article Seven Distribution of My Trust Property		1
Article Eight Remote Contingent Distribution Pattern.....		1
Article Nine Administration of Trusts for Underage and Incapacitated Beneficiaries.....		1
Section 9.01	Distributions for Underage and Incapacitated Beneficiaries	1
Section 9.02	Methods of Distribution.....	1
Section 9.03	Application of Article	3
Article Ten Retirement Plans and Life Insurance Policies		1
Section 10.01	Retirement Plans	1
Section 10.02	Life Insurance Policies.....	1
Section 10.03	Limitation on Liability of Payor	2
Section 10.04	Collection Efforts.....	2
Section 10.05	No Obligation to Purchase or Maintain Benefits.....	3
Article Eleven Trust Administration		1
Section 11.01	Distributions to Beneficiaries	1
Section 11.02	No Court Proceedings	1
Section 11.03	No Bond.....	2
Section 11.04	Exoneration of My Trustee	2
Section 11.05	Trustee Compensation	2
Section 11.06	Employment of Professionals	3
Section 11.07	Exercise of Testamentary Power of Appointment.....	3
Section 11.08	Determination of Principal and Income.....	4
Section 11.09	Trust Accounting	4
Section 11.10	Action of Trustees; Disclaimer	4
Section 11.11	Delegation of Trustee Authority; Power of Attorney	5
Section 11.12	Additions to Separate Trusts.....	5
Section 11.13	Authority to Merge or Sever Trusts	6
Section 11.14	Authority to Terminate Trusts	6
Section 11.15	Discretionary Distribution to Fully Utilize Basis Increase Upon Death of Beneficiary	7
Section 11.16	Merger of Corporate Fiduciary.....	7
Section 11.17	Beneficiary's Status	7
Section 11.18	Discharge of Third Persons.....	8

Section 11.19	Certificate by Trustee.....	8
Section 11.20	Funeral and Other Expenses of Beneficiary	8
Article Twelve My Trustee's Powers.....		1
Section 12.01	Introduction to Trustee's Powers	1
Section 12.02	Execution of Documents by My Trustee	1
Section 12.03	Investment Powers in General	1
Section 12.04	Banking Powers	2
Section 12.05	Business Powers.....	2
Section 12.06	Contract Powers	3
Section 12.07	Common Investments	3
Section 12.08	Environmental Powers	3
Section 12.09	Farm, Ranch and Other Agricultural Powers.....	4
Section 12.10	Insurance Powers	5
Section 12.11	Loans and Borrowing Powers	5
Section 12.12	Nominee Powers	6
Section 12.13	Payment of Taxes and Expenses	6
Section 12.14	Real Estate Powers.....	6
Section 12.15	Residences and Tangible Personal Property	7
Section 12.16	Retention and Abandonment of Trust Property	7
Section 12.17	Securities, Brokerage and Margin Powers.....	8
Section 12.18	Settlement Powers.....	8
Section 12.19	Limitation on My Trustee's Powers	9
Article Thirteen General Provisions		1
Section 13.01	Maximum Term for Trusts.....	1
Section 13.02	Spendthrift Provision	1
Section 13.03	Contest Provision.....	1
Section 13.04	Survivorship Presumption.....	3
Section 13.05	Changing the Situs of Administration.....	3
Section 13.06	Definitions.....	3
Section 13.07	General Provisions and Rules of Construction	8

The Gloria Searls Revocable Living Trust

Article One Establishing My Trust

The date of this trust agreement is September 27, 2003. The parties to this agreement are Gloria Searls (the "Grantor") and Gloria Searls (the "Trustee").

Section 1.01 Identifying My Trust

My trust may be referred to as "Gloria Searls, Trustee of the Gloria Searls Revocable Living Trust dated September 27, 2003, and any amendments thereto."

For the purpose of transferring property to my trust, or identifying my trust in any beneficiary or pay-on-death designation, any description referring to my trust shall be effective if it reasonably identifies my trust. Any description that contains the date of my trust, the name of at least one initial or successor Trustee and an indication that my Trustee is holding the trust property in a fiduciary capacity shall be sufficient to reasonably identify my trust.

Section 1.02 Reliance by Third Parties on Affidavit or Certification of Trust

From time to time, third parties may require documentation to verify the existence of this agreement, or particular provisions of it, such as the name or names of my Trustee or the powers held by my Trustee. To protect the confidentiality of this agreement, my Trustee may use an affidavit or a certification of trust that (1) identifies my Trustee; (2) sets forth the authority of my Trustee to transact business on behalf of the trust; and (3) may include pertinent pages from the trust, such as title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in the affidavit or certification of trust. A third party relying upon an affidavit or certification of trust shall be exonerated from any liability for actions he or she takes or fails to take in reliance upon the representations contained in the affidavit or certification of trust. A third party dealing with my Trustee shall not be required to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.

Section 1.03 Transferring Property to My Trust

Any person or entity may transfer property of any kind, nature and description to my trust in any manner authorized by law.

(a) Initial Funding of My Trust

By execution of this agreement, I transfer, convey and assign to my Trustee and my Trustee accepts and agrees to hold, the property described in Schedule A, annexed hereto, together with all my right, title and interest in and to all of my property that may by law be held in trust and that may, by this assignment, be transferred to my trust. This assignment shall include, without limitation, all real and personal, tangible and intangible property, located in the United States, whether separate or community, whether acquired before or after the execution of this agreement except for the following assets that are expressly not transferred to my trust by this assignment:

Life insurance policies, unless the ownership of a policy is transferred to my trust by a separate instrument that specifically refers to such policy;

Corporate and self-employed ("Keogh") pension, profit sharing and stock bonus plans;

Simplified Employee Plans (SEPs);

Individual retirement accounts and tax sheltered annuities;

Commercial annuities;

Any property the transfer of which would violate a restriction on transfer agreement.

(b) Acceptance by My Trustee

By execution of this agreement, my Trustee accepts and agrees to hold the trust property described on Schedule A. All property transferred to my trust after the date of this agreement must be acceptable to my Trustee. My Trustee may refuse to accept any property. My Trustee shall hold, administer and dispose of all trust property accepted by my Trustee for my benefit and the benefit of my beneficiaries in accordance with the terms of this agreement.

Section 1.04 Powers Reserved by Me as Grantor

During my lifetime, I shall retain the powers set forth in this Section in addition to any powers that I reserve in other provisions of this agreement.

(a) Action on Behalf of My Trust

During any period that I am serving as a Trustee of my trust, I may act for and conduct business on behalf of my trust without the consent of any other Trustee.

(b) Amendment, Restatement or Revocation

I have the absolute right, at any time and from time to time, to amend, restate, or revoke any term or provision of this agreement in whole or in part. Any amendment, restatement, or revocation must be in a written instrument signed by me.

(c) Addition or Removal of Trust Property

I have the absolute right, at any time and from time to time, to add to the trust property and to remove any property from my trust.

(d) Control of Income and Principal Distributions

I have the absolute right to control the distribution of income and principal from my trust. My Trustee shall distribute to me, or to such persons or entities as I may direct, as much of the net income and principal of the trust property as I deem advisable. My Trustee may distribute trust income and principal to me or for my unrestricted use and benefit, even to the exhaustion of all trust property. Any undistributed income shall be added to the principal of my trust.

(e) Approval of Investment Decisions

I have the absolute right to approve my Trustee's investment decisions. My approval of investment decisions shall be binding on all other beneficiaries of this agreement.

Section 1.05 Grantor Trust Status

By reserving the broad rights and powers set forth in Section 1.04 of this Article, I intend to qualify my trust as a "Grantor Trust" under Sections 671 to 677 of the Internal Revenue Code so that, for federal income tax purposes, I will be treated as the owner during my lifetime of all the assets held in my trust as though I held them in my individual capacity.

During any period that my trust is a Grantor Trust, the taxpayer identification number of my trust shall be my social security number, in accordance with Treasury Regulation Section 301.6109-1(a)(2).

Article Two Family Information

I have one child, Eric Vaughn Hutchins.

All references in this agreement to "my children" are references to this child.

References in this agreement to "my descendants" are references to my children and their descendants.

I have also made provision for my grandson, Anthony Hutchins, in this agreement.

Article Three Trustee Succession Provisions

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving notice to me. If I am deceased, a resigning Trustee shall give notice to the income beneficiaries of the trust and to any other Trustee then serving.

A Trustee's notice of resignation shall become effective upon the successor Trustee's acceptance of appointment.

Section 3.02 Trustee Succession During My Lifetime

During my lifetime, this Section shall govern the removal and replacement of my Trustees.

(a) Removal and Replacement by Me

I may remove any Trustee with or without cause at any time. If a Trustee is removed, resigns or cannot continue to serve for any reason, I may serve as sole Trustee, appoint a Trustee to serve with me or appoint a successor Trustee.

(b) During My Incapacity

During any time that I am incapacitated, Clearance Cooper shall replace any then serving Trustee.

If Clearance Cooper is unwilling or unavailable to serve as a successor Trustee, he may appoint a professional Trustee or a corporate trustee as successor Trustee.

If I am incapacitated and there is no named successor Trustee, the Probate Court shall appoint an individual, a private fiduciary, or a corporate fiduciary to serve as my successor Trustee.

All appointments, removals and revocations shall be by signed written instrument.

Notice of removal shall be delivered to the Trustee being removed and shall be effective in accordance with the provisions of the notice.

Notice of appointment shall be delivered to and accepted by the successor Trustee and shall become effective at that time. A copy of the notice shall be attached to this agreement.

Section 3.03 Trustee Succession After My Death

After my death, this Section shall govern the removal and replacement of my Trustees.

(a) Successor Trustees

I appoint Clearance Cooper to serve as my successor Trustee upon my death.

If Clearance Cooper is unwilling or unavailable to serve as a successor Trustee, he may appoint a professional Trustee or a corporate trustee as successor Trustee.

(b) Removal of a Trustee

A Trustee may be removed only for cause, which removal must be approved by a court of competent jurisdiction upon the petition of any beneficiary.

In no event shall the court petitioned to approve the removal of a Trustee acquire any jurisdiction over the trust except to the extent necessary to approve or disapprove removal of a Trustee.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

(c) Default of Designation

If the office of Trustee of a trust created under this agreement is vacant and the named successor trustee fails to appoint another successor trustee to fill the position, a majority of the income beneficiaries of the trust shall appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. By making such appointment, the court shall not thereby acquire any jurisdiction over the trust, except to the extent necessary for making the appointment.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Section 3.04 Notice of Removal and Appointment

Notice of removal shall be in writing and shall be delivered to the Trustee being removed and to any other Trustees then serving. The notice of removal shall be effective in accordance with its provisions.

Notice of appointment shall be in writing and shall be delivered to the successor Trustee and any other Trustees then serving. The appointment shall become effective at the time of acceptance by the successor Trustee. A copy of the notice shall be attached to this agreement.

Section 3.05 Appointment of a Cotrustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Cotrustee. A Cotrustee so named shall serve only as long as the Trustee who appointed such Cotrustee (or, if such Cotrustee was named by more than one Trustee acting together, by the last to serve of such Trustees) serves, and such Cotrustee shall not become a successor Trustee upon the death, resignation, or incapacity of the Trustee who appointed such Cotrustee, unless so appointed under the terms of this agreement.

Section 3.06 Corporate Fiduciaries

Any corporate fiduciary serving under this agreement as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

Section 3.07 Incapacity of a Trustee

If any individual Trustee, other than me, shall become incapacitated, it shall not be necessary for the incapacitated Trustee to resign as Trustee. A written declaration of incapacity by the Cotrustee, if any, or, if none, by the party designated to succeed the incapacitated Trustee, if made in good faith, shall terminate the trusteeship.

Section 3.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this agreement is unwilling or unable to act with respect to any trust property or any provision of this agreement, the

Trustee shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to such property or with respect to such provision. The Independent Special Trustee appointed shall not be related or subordinate to any beneficiary of the trust within the meaning of Section 672(c) of the Internal Revenue Code. The Trustee may revoke any such appointment at will.

An Independent Special Trustee shall exercise all fiduciary powers granted by this agreement unless expressly limited elsewhere in this agreement or by the Trustee in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the Trustee. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 3.09 Rights and Obligations of Successor Trustees

Each successor Trustee serving under this agreement, whether corporate or individual, shall have all of the title, rights, powers and privileges granted to the initial Trustee named under this agreement. In addition, each successor Trustee shall be subject to all of the restrictions imposed upon and obligations and duties, discretionary and ministerial, given to the initial Trustee named under this agreement.

Article Four Administration of My Trust During My Incapacity

Section 4.01 Definition of My Incapacity

I shall be considered incapacitated during any time that, because of age, illness, mental disorders, dependence on prescription medications or other substances, or any other cause, I am unable to effectively manage my property or financial affairs.

Section 4.02 Determination of My Incapacity

For purposes of this agreement, I am incapacitated if I am determined to be so under any one of the following subsections.

(a) Determination by Physicians

I shall be deemed incapacitated if in the opinion of two independent licensed physicians my then existing circumstances fall within the definition of incapacity as provided in Section 4.01. For purposes of this determination, "two independent physicians" means two physicians that are not related to each other by blood or marriage and are not employed by or principals of the same employer. Physicians who are merely affiliated with the same hospital or other medical care facility may still qualify as independent physicians.

I shall be deemed restored to capacity if my personal or attending physician signs a written opinion that I can manage my property and financial affairs.

(b) Court Determination

I shall be deemed incapacitated if a court of competent jurisdiction determines that I am legally incapacitated, incompetent, or otherwise unable to effectively manage my property or financial affairs.

(c) Detention or Disappearance

I shall be deemed incapacitated if I cannot effectively manage my property or financial affairs due to my unexplained disappearance or absence for more than 30 days, or if I am detained under duress. My disappearance,

absence, or detention under duress may be established by an affidavit of my Trustee, or, if no Trustee is serving under this agreement, by the affidavit of any beneficiary under this agreement. The affidavit shall describe the circumstances of my disappearance, absence, or detention under duress. A third party dealing with my Trustee in good faith may always rely on the representations contained in the affidavit.

Section 4.03 Trust Distributions During My Incapacity

During any period of time that I am incapacitated, my Trustee shall administer my trust and distribute its net income and principal as provided in this Section.

(a) Distributions for My Benefit

My Trustee shall regularly and conscientiously make appropriate distributions of trust income and principal for my general welfare and comfort under the circumstances existing at the time such distributions are made.

Distributions under this subsection shall include payments for any of my enforceable legal obligations. My Trustee may also make distributions for the payment of insurance premiums for insurance policies owned by me or by my trust, including but not limited to, life, medical, disability, property and casualty, errors and omissions and long-term health care insurance policies.

My Trustee is authorized to honor pledges and continue to make gifts to charitable organizations that I have regularly supported in the amounts I have customarily given.

The examples included in this subsection are for purposes of illustration only and are not intended to limit the authority of my Trustee to make distributions for my benefit that my Trustee determines to be appropriate.

(b) Manner of Making Distributions

My Trustee may make distributions for my benefit in any one or more of the following ways:

To me, but only to the extent I am able to manage such distributions;

To other persons and entities for my use and benefit;

To my agent or attorney-in-fact authorized to act for me under a legally valid durable power of attorney executed by me prior to my incapacity;

To my guardian or conservator who has assumed responsibility for me under any court order, decree or judgment issued by a court of competent jurisdiction.

(c) Distributions for the Benefit of Persons Dependent on Me

My Trustee also may distribute as much of the net income and principal as my Trustee deems necessary for the health, education, maintenance or support of persons that my Trustee determines to be dependent on me for support.

(d) Guidance for My Trustee Regarding Distributions

In making distributions under subsections (a) and (c), my Trustee shall give consideration first to my needs, and then to the needs of those persons dependent on me.

When making distributions under subsections (a) and (c), I request, but do not require, that my Trustee, in its sole discretion, consider the respective needs of those entitled to receive distributions. My Trustee may consider other income and resources available to the beneficiaries when making distributions. My Trustee may make unequal distributions, distributions to some but not all beneficiaries or no distributions.

A distribution made to a beneficiary under this Section shall not be considered an advance and shall not be charged against the share of the beneficiary that may be distributable under any other provision of this agreement.

Article Five Administration of My Trust Upon My Death

Section 5.01 My Trust Shall Become Irrevocable

Upon my death, my trust shall become irrevocable and my social security number may no longer be used to identify my trust. My Trustee shall apply for a separate taxpayer identification number for my trust.

Section 5.02 Administrative Trust

After my death and prior to the distribution of trust property as provided in the subsequent Articles of this agreement, my trust shall be an administrative trust but may continue to be known as the Gloria Searls Revocable Living Trust. My administrative trust shall exist for a reasonable period of time necessary to complete the administrative tasks set forth in this Article.

Section 5.03 Payment of My Expenses and Taxes

My Trustee is authorized but not directed to pay from the administrative trust:

Expenses of my last illness, funeral and burial or cremation, including expenses of memorials and memorial services;

Legally enforceable claims against me or my estate;

Expenses of administering my trust and my estate; and

Court ordered allowances for those dependent upon me.

These authorized payments are discretionary with my Trustee. My Trustee may make decisions on these payments without regard to any limitation on payment of such expenses imposed by law and may make payments without obtaining the approval of any court. No third party may enforce any claim or right to payment against my trust by virtue of this discretionary authority. My Trustee shall not pay any administrative expenses from assets passing to an organization that qualifies for the federal estate tax charitable deduction or to a split-interest charitable trust.

My Trustee shall pay death taxes out of the principal of the trust property as provided in Section 5.04. If, however, a probate estate is opened within six months from the date of

my death, my personal representative shall pay claims expenses and death taxes from my probate estate to the extent that the cash and readily marketable assets included in my probate estate are sufficient to pay such items unless my Trustee has already paid them.

Section 5.04 Payment of Death Taxes

For the purposes of this Article, the term "death taxes" shall refer to any taxes imposed by reason of my death by federal, state or local authorities, including but not limited to estate, inheritance, gift, and direct-skip generation-skipping transfer taxes. For purposes of this Section, death taxes shall not include any additional estate tax imposed by Section 2031(c)(5)(C), Section 2032A(c) or Section 2057(f) of the Internal Revenue Code or any other comparable recapture tax imposed by any taxing authority. Nor shall death taxes include any generation-skipping transfer tax, other than a direct skip generation-skipping transfer tax.

Except as otherwise provided in this Section or elsewhere in this agreement, my Trustee shall provide for payment of all death taxes from the administrative trust without apportionment. My Trustee shall not seek contribution toward or recovery of any such payments from any individual.

(a) Protection of Exempt Property

In no event shall death taxes be allocated to or paid from any assets that are not included in my gross estate for federal estate tax purposes.

(b) Charitable Distributions

Notwithstanding anything in this agreement to the contrary, no death taxes shall be allocated to or paid from any assets passing to an organization that qualifies for the federal estate tax charitable deduction, or from any assets passing to a split-interest charitable trust, unless my Trustee has first used all other assets available to my Trustee to pay the taxes.

(c) Property Passing Outside of My Trust

Death taxes imposed with respect to property included in my gross estate for death tax purposes but passing outside of my trust shall be apportioned among the persons and entities benefited in the proportion that the taxable value of the property or interest bears to the total taxable value of all property and interests included in my gross estate for death tax purposes. The values to be used for the apportionment shall be the values as finally determined under federal, state or local law as the case may be.

Section 5.05 Coordination with My Personal Representative

The following provisions are intended to help facilitate the coordination between the personal representative of my probate estate, if any, and my Trustee. These provisions apply even if the personal representative of my probate estate and my Trustee are the same person or entity.

(a) Reliance on My Personal Representative

My Trustee may rely upon the written request of my personal representative for payments authorized under this Article and the amounts included in such payments without computing the sums involved. If a payment is made under this Article to my personal representative, my Trustee shall not have any duty to inquire into the application of the payment.

My Trustee may accept distributions from my personal representative without incurring any obligation to review the records of my personal representative.

(b) Purchase of Assets from and Loans to My Probate Estate

My Trustee is authorized to purchase and retain, as an investment for my trust estate, any property that forms a part of my probate estate. My Trustee may make loans, with or without security, to my probate estate. My Trustee shall not be liable for any loss suffered by my trust as a result of the exercise of the powers granted to my Trustee in this subsection.

(c) Discretionary Distributions to My Personal Representative

My Trustee is authorized to distribute to my probate estate, as a beneficiary of this trust, cash or other trust property, including accrued income, to whatever extent my Trustee determines it to be in the best interests of the beneficiaries of my trust.

Section 5.06 Tax Elections

Following my death, I authorize my Trustee to make tax elections as provided in this Section. If, however, a personal representative is appointed for my probate estate and as personal representative is the recipient of specific statutorily delegated authority relative to any tax election, the discretionary authority granted my Trustee relative to the tax election shall be subordinate to the statutorily delegated authority.

(a) Tax Elections

My Trustee's authority to make tax elections shall include, but shall not be limited to, the right to choose the alternate valuation date, the right to elect whether to take administration expenses as estate tax deductions or income tax deductions, the right to allocate my unused generation-skipping exemption to all or any portion of the trust property, the right to make special use valuation elections, and the right to defer payment of all or any portion of any taxes.

My Trustee may elect to treat my administrative trust as part of my estate for federal or state income tax purposes or both.

My Trustee may elect to have trust property qualify for the "family owned business deduction" authorized under Section 2057 of the Internal Revenue Code. My Trustee may enter into any agreement on behalf of my trust that is necessary to validly make such election under the Internal Revenue Code.

My Trustee may make equitable adjustments between income and principal on account of any tax elections made by my Trustee.

(b) Allocation of GST Exemption

My Trustee may elect to allocate or not allocate any portion of the available GST exemption under Section 2631 of the Internal Revenue Code, or a counterpart exemption under any applicable state law, to any property of which I am the transferor for generation-skipping transfer tax purposes, including any property transferred by me during my life as to which I did not make an allocation prior to death. The exercise of such discretion shall be based on the transfers, gift tax returns and other information known to my Trustee, with no requirement that allocations benefit the various transferees or beneficiaries equally, proportionally, or in any other particular manner.

(c) Qualified Conservation Easements

My Trustee may create a qualified conservation easement, as defined in Section 2031(c)(8)(A) of the Internal Revenue Code in any land held by my trust and make the necessary election provided by Section 2031(c)(6).

Article Six

Disposition of Tangible Personal Property

Section 6.01 Distribution of Tangible Personal Property by Memoranda

I reserve the right to make dispositions of items of tangible personal property by a signed written memorandum executed after I sign this trust that refers to my trust and lists items of tangible personal property and designates the beneficiary of each item. If I execute a memorandum, the memorandum shall be incorporated by reference into this agreement.

I direct that upon my death, my Trustee shall distribute the items of tangible personal property listed in the memorandum, together with any insurance policies covering such property and claims under such policies, as provided in the memorandum. Should I leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the memorandum with the most recent date shall control as to those items that are in conflict.

Even if the memorandum is not legally binding, the memorandum shall be treated as an amendment to my trust and I request that my Trustee follow my wishes and distribute items of tangible personal property listed in the memorandum, together with any insurance policies covering such property and claims under such policies, as I have directed in the memorandum.

Section 6.02 Distribution of Remaining Tangible Personal Property

My Trustee shall distribute any tangible personal property not disposed of by a written memorandum under the Articles that follow.

Section 6.03 Definition of Tangible Personal Property

For purposes of this Article, my tangible personal property shall include but not be limited to my household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel and jewelry, books, sporting goods, and hobby paraphernalia.

My tangible personal property shall not include any property that my Trustee, in its sole discretion, determines to be part of any business or business interest owned by me or my trust.

If my Trustee receives property to be distributed under this Article from my probate estate or in any other manner after my death, my Trustee shall distribute the property,

free of trust, in accordance with this Article. The fact that an item of tangible personal property was not received by my trust until after my death shall not affect the validity of the gift. If property to be distributed under this Article is not part of the trust property upon my death and is not subsequently transferred to my Trustee from my probate estate or in any other manner after my death, then the specific distribution of property made in this Article shall be considered null and void, without any legal or binding effect.

Section 6.04 Encumbrances and Incidental Expenses of Tangible Personal Property

My Trustee shall distribute property under this Article subject to any liens, security interest or other encumbrances on the property.

My Trustee shall pay, as an administration expense, the reasonable expenses of storing, insuring, packing, transporting and otherwise caring for my tangible personal property until each item of property is actually delivered to the appropriate beneficiary.

Section 6.05 Residuary Distribution

Any tangible personal property not distributed under this or prior Articles of this agreement shall be distributed as provided in the Articles that follow.

Article Seven
Distribution of My Trust Property

My Trustee shall distribute the remaining trust property outright, free of trust, to my son Eric Hutchins and my grandson, Anthony Hutchins, equally.

My Trustee shall administer any share distributed to an incapacitated beneficiary or a beneficiary under the age of 18 as provided in Article Nine.

Article Eight

Remote Contingent Distribution Pattern

If, at any time, there is no individual beneficiary qualified to receive final distribution of my trust estate or any part of it, then my Trustee shall distribute any such portion of my trust estate with respect to which such failure of qualified recipients has occurred to those persons who would inherit it had I then died intestate owning such property, as determined and in the proportions provided by the laws of California then in effect.

Article Nine

Administration of Trusts for Underage and Incapacitated Beneficiaries

Section 9.01 Distributions for Underage and Incapacitated Beneficiaries

Whenever my Trustee is authorized or directed to make a distribution to a beneficiary who is younger than 18 years of age, is incapacitated or who is, in my Trustee's sole opinion, unable to manage the distribution properly, my Trustee may make the distribution to the beneficiary or retain the amount to be distributed in any manner my Trustee may determine advisable, including without limitation the methods authorized in this Article.

I request, but do not require, that before making a distribution to a beneficiary, my Trustee, to the extent that it is both reasonable and possible, consider the behavior of the beneficiary with regard to his or her disposition of prior distributions of trust property.

Section 9.02 Methods of Distribution

My Trustee may distribute or retain trust property in any one or more of the following methods for the benefit of any beneficiary subject to the provisions of this Article:

(a) Distribution to Beneficiary

My Trustee may distribute trust property directly to the beneficiary.

(b) Distribution to Guardian or Conservator or Family Member

My Trustee may distribute trust property to the beneficiary's guardian, conservator, parent or a family member or other person who has assumed the responsibility of caring for the beneficiary.

(c) Distribution to Custodian

My Trustee may distribute trust property to any person or entity, including my Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act, or similar statute.

(d) Distribution to Other Persons or Entities

My Trustee may distribute trust property to other persons and entities for the use and benefit of the beneficiary.

(e) Distribution to Agent under Durable Power of Attorney

My Trustee may distribute trust property to an agent or attorney-in-fact authorized to act for the beneficiary under a legally valid durable power of attorney executed by the beneficiary prior to the incapacity.

(f) Retention in Trust

My Trustee may retain trust property in a separate trust for the benefit of the beneficiary until the beneficiary attains 18 years of age or, in the opinion of my Trustee, is no longer incapacitated (as the case may be).

My Trustee shall distribute as much of the net income and principal of any trust created under this subsection that my Trustee deems necessary or advisable for the health, education, maintenance or support of the beneficiary for whom the trust was created. My Trustee shall accumulate any undistributed net income and add such income to principal.

When the beneficiary for whom a trust is created under this subsection attains 18 years of age or is no longer incapacitated (as the case may be), the beneficiary may withdraw from the trust at any time or times any portion or all of the accumulated trust income and principal.

The beneficiary for whom a trust is created under this subsection shall have the testamentary general power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at his or her death among one or more persons or entities, including the creditors of the beneficiary's estate. The beneficiary shall have the sole and exclusive right to exercise this general power of appointment.

I intend that this testamentary power of appointment be a general power of appointment as defined in Section 2041 of the Internal Revenue Code.

If the beneficiary fails to validly exercise this testamentary general power of appointment, my Trustee shall distribute the balance of his or her trust property to the then living descendants of the beneficiary, *per stirpes*.

If the beneficiary has no then living descendants, my Trustee shall distribute the beneficiary's remaining trust property *per stirpes* to the living descendants of the beneficiary's nearest lineal ancestor who was my descendant or if no such descendant is then living, to my then living descendants, *per stirpes*.

If I have no then living descendants, my Trustee shall distribute the remaining trust property as provided in Article Eight.

Section 9.03 Application of Article

Any decision made by my Trustee under this Article shall be final, controlling and binding upon all beneficiaries subject to the provisions of this Article.

The provisions of this Article shall not apply to distributions from any qualified subchapter S trust ("QSST") as defined in Section 1361(d)(3) of the Internal Revenue Code or from an electing small business trust as defined in Section 1361(e)(1) or to distributions to me from any trust established under this agreement.

Article Ten

Retirement Plans and Life Insurance Policies

The provisions of this Article shall apply to qualified retirement plans and insurance policies owned by or made payable to my trust.

Section 10.01 Retirement Plans

The provisions of this Section shall apply to qualified retirement plans.

(a) Rights of My Trustee

My Trustee may exercise the right to determine the manner and timing of payments (by lump sum or otherwise) of qualified retirement plan benefits that are permitted under qualified retirement plans and are consistent with the federal income tax rules regarding required minimum distributions under Section 401(a)(9) of the Internal Revenue Code.

My Trustee may make a qualified disclaimer of any qualified retirement benefits payable to my trust.

My Trustee shall not be liable to any beneficiary for the death benefit election selected or for any decision regarding the disclaimer of any qualified retirement benefits payable to my trust.

Section 10.02 Life Insurance Policies

The following provisions shall apply to life insurance policies owned by or made payable to my trust.

(a) Provisions During My Life

During my life, I reserve all of the rights, powers, privileges, and options, with respect to any insurance policy, annuity or any other third-party beneficiary contract owned by or made payable to my trust, including, but not limited to, the right to designate and change beneficiaries, the right to borrow money, the right to surrender the policy, the right to receive any payments as owner, and the right to make any available elections.

My Trustee shall have no duty to exercise, or refrain from exercising, any rights, powers, privileges or options with respect to any insurance policy,

annuity contract or other third-party beneficiary contract. My Trustee shall have no obligation to pay premiums or other contractual amounts that may be payable under any such policy.

(b) Provisions After My Death

After my death, my Trustee may make all appropriate elections with respect to such policies and may collect all sums made payable to my trust or my Trustee under all such policies or contracts.

My Trustee may exercise any settlement options or other options or rights that may be available under the terms of any policy or contract. My Trustee shall not be liable to any beneficiary on account of any election made by my Trustee with respect to any policy or contract.

Section 10.03 Limitation on Liability of Payor

Persons or entities dealing in good faith with my Trustee shall not be required to see to the proper application of proceeds delivered to my Trustee, or to inquire into any provision of this agreement.

A receipt signed by my Trustee for any proceeds or benefits paid shall be a sufficient discharge to the person or entity making the payment.

Section 10.04 Collection Efforts

My Trustee shall make reasonable efforts to collect the proceeds of all life insurance policies and qualified retirement benefits payable to my trust.

My Trustee may commence legal or administrative proceedings to collect the proceeds of any life insurance policy or qualified retirement benefits to which the trust is entitled; provided, however, that my Trustee need not commence any such proceedings until my Trustee is indemnified to its satisfaction for any expenses and liabilities it may incur in connection with the proceeding.

My Trustee may settle or compromise any and all claims with respect to the collection of any life insurance proceeds or qualified retirement benefits to which my trust may be entitled. A settlement made by my Trustee shall be binding on all beneficiaries.

Section 10.05 No Obligation to Purchase or Maintain Benefits

None of the provisions of this agreement shall impose any obligation, legal or otherwise, on me or my Trustee to purchase, invest, or maintain any qualified retirement plan or life insurance policy.

Article Eleven Trust Administration

Section 11.01 Distributions to Beneficiaries

Whenever this agreement authorizes or directs my Trustee to make a distribution of net income or principal to a beneficiary, my Trustee may apply for the benefit of the beneficiary any property that otherwise could be distributed directly to the beneficiary. My Trustee shall have no responsibility to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this agreement.

My Trustee may make distributions in cash or in kind, or partly in each, in proportions and at values determined by my Trustee. My Trustee may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that my Trustee determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.

My Trustee may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

Section 11.02 No Court Proceedings

This trust shall be administered expeditiously, consistent with the provisions of this agreement, free of judicial intervention, and without order, approval or action of any court. The trust shall be subject to the jurisdiction of a court only if my Trustee or another interested party institutes a legal proceeding. A proceeding to seek instructions or a court determination shall be initiated in the court having original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination shall not subject this trust to the continuing jurisdiction of the court.

I request that any questions or disputes that may arise during the administration of this trust be resolved by mediation and if necessary, arbitration in accordance with the Uniform Arbitration Act. Each interested party involved in the dispute (including my Trustee, if involved) shall select an arbiter and, if necessary to establish a majority decision, the arbiters selected shall select an additional arbiter. The decision of a majority of the arbiters selected shall control with respect to the matter.

Section 11.03 No Bond

My Trustee shall not be required to furnish any bond for the faithful performance of my Trustee's duties. If a bond is required by any law or rule of court, no surety shall be required on such bond.

Section 11.04 Exoneration of My Trustee

No successor Trustee is obligated to examine the accounts, records or actions of any previous Trustee or of the personal representative of my estate. No successor Trustee shall be in any way or manner responsible for any act or omission to act on the part of any previous Trustee or the personal representative of my estate. Unless a Trustee has received notice of removal, the Trustee shall not be liable to me or to any beneficiary for the consequences of any action taken by the Trustee that would have been, but for the prior removal of the Trustee, a proper exercise by the Trustee of the authority granted to the Trustee under this agreement.

Any Trustee may request and obtain from the beneficiaries or from their legal representatives, agreements in writing releasing the Trustee from any liability that may have arisen from the Trustee's acts or omissions to act and indemnifying the Trustee from liability for the acts or omissions. An agreement described in this paragraph, if acquired from all the living beneficiaries of the trust or from their legal representatives, shall be conclusive and binding upon all parties, born or unborn, who may have, or may in the future acquire, an interest in the trust.

My Trustee may require a refunding agreement before making any distribution or allocation of trust income or principal and may withhold distribution or allocation pending determination or release of a tax lien or other lien. This refunding agreement provision shall not apply to any distribution that qualifies for the federal estate tax charitable deduction.

Section 11.05 Trustee Compensation

An individual serving as Trustee, other than me, shall be entitled to fair and reasonable compensation for the services rendered as a fiduciary. A corporate fiduciary serving as my Trustee shall be compensated by agreement with an individual Trustee or, in the absence of an individual Trustee or in the absence of an agreement, in accordance with the corporate fiduciary's published schedule of fees in effect at the time the services are rendered.

My Trustee may charge additional fees for services it provides that are not comprised within its duties as Trustee such as fees for legal services, tax return preparation and corporate finance or investment banking services.

In addition to receiving compensation, my Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out its duties under this agreement.

Section 11.06 Employment of Professionals

My Trustee may appoint, employ and remove, at any time and from time to time, investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisers, agents, and employees to advise or assist the Trustee in the performance of its duties. My Trustee may act upon the recommendations of the persons or entities employed with or without independent investigation.

My Trustee may reasonably compensate an individual or entity employed to assist or advise my Trustee regardless of whether the person or entity shall be a Trustee of a trust established under this agreement or a corporate affiliate of a Trustee and regardless of whether the entity shall be one in which a Trustee of a trust created under this agreement is a partner, member, stockholder, officer, director or corporate affiliate or has any other interest.

My Trustee may pay the usual compensation for services contracted for under this Section out of principal or income of the trust as my Trustee may deem advisable. My Trustee may pay compensation to an individual or entity employed to assist or advise my Trustee without diminution of or charging the same against the compensation to which the Trustee is entitled under this agreement. Any Trustee who shall be a partner, stockholder, officer, director or corporate affiliate in any entity employed to assist or advise my Trustee shall nonetheless receive the Trustee's share of the compensation paid to the entity.

Section 11.07 Exercise of Testamentary Power of Appointment

A testamentary power of appointment granted under this agreement may be exercised by valid will or valid living revocable trust that specifically refers to this power of appointment. The holder of a testamentary power of appointment may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the holder of the power designates. The holder of a testamentary power of appointment may grant further powers of appointment to any person to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

My Trustee may conclusively presume that any power of appointment granted to any beneficiary of a trust created under this agreement has not been exercised by the beneficiary if my Trustee has no knowledge of the existence of a valid will or valid living revocable trust exercising the power within 3 months after the beneficiary's death.

Section 11.08 Determination of Principal and Income

My Trustee may determine in a fair, equitable and practical manner how all Trustee's fees, disbursements, receipts, and wasting assets shall be credited, charged, and apportioned between principal and income.

My Trustee may set aside from trust income reasonable reserves for taxes, assessments, insurance premiums, repairs, depreciation, obsolescence, depletion, and for the equalization of payments to or for the beneficiaries. My Trustee may select appropriate accounting periods with regard to the trust property.

Section 11.09 Trust Accounting

After my death, my Trustee shall render an accounting at least annually to the income beneficiaries of the trust during the accounting period. The accounting shall include the receipts, disbursements, and distributions occurring during the accounting period and a balance sheet of the trust property.

In the absence of fraud or manifest error, the assent by all income beneficiaries to an accounting of an Independent Trustee shall make the matters disclosed in the accounting binding and conclusive upon all persons, both those in existence on the date of this agreement and those to be born in the future who have, or will in the future have, a vested or contingent interest in the trust property. In the case of a minor or incapacitated beneficiary, that beneficiary's natural guardian or legal representative shall give the assent required under this Section.

The failure of any person to object to any accounting by giving written notice to my Trustee within 60 days of the person's receipt of a copy of the accounting shall be deemed to be an assent by such person.

The trust's financial records and documentation shall be available at reasonable times and upon reasonable notice for inspection by trust beneficiaries and their representatives. My Trustee shall not be required to furnish trust information regarding my trust to any individual, corporation, or other entity that is not a beneficiary or the representative of a beneficiary, and is not requesting the information pursuant to a valid court order.

Section 11.10 Action of Trustees; Disclaimer

Unless otherwise provided in this agreement, whenever I am serving as Trustee, I may make all decisions and exercise all powers and discretions granted to my Trustee under this agreement without the consent of any other Trustee.

When I am not serving as a Trustee, if two Trustees are eligible to act with respect to a given matter, the concurrence of both shall be required for action to be taken; if more

than two Trustees are eligible to act with respect to a given matter, the concurrence of a majority of my Trustees shall be required for action to be taken.

If my Trustees are unable to concur with respect to a matter as to which they have joint powers, I request that the matter be settled by mediation and if necessary, arbitration in accordance with the Uniform Arbitration Act. Each of my Trustees shall select an arbiter and, if necessary to establish a majority decision, the arbiters so selected shall select an additional arbiter. The decision of a majority of the arbiters so selected shall control with respect to the matter.

A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee shall be absolved from personal liability by registering its dissent or abstention in the records of the trust. After doing so, the dissenting Trustee shall then act with my other Trustees in any way necessary or appropriate to effectuate the decision of the majority.

Notwithstanding any provision of this agreement to the contrary, any Trustee may disclaim or release, in whole or in part, by an instrument in writing, any power it holds as Trustee, irrevocably or for any period of time that the Trustee may specify. The Trustee may make the relinquishment of a power personal to the Trustee or may relinquish the power for all subsequent Trustees.

Section 11.11 Delegation of Trustee Authority; Power of Attorney

Any Trustee may, by an instrument in writing, delegate to any other Trustee the right to exercise any power, including a discretionary power, granted my Trustee in this agreement. During the time a delegation under this Section is in effect, the Trustee to whom the delegation was made may exercise the power to the same extent as if the delegating Trustee had personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice to the Trustee to whom the power was delegated.

My Trustee may execute and deliver a revocable or irrevocable power of attorney appointing any individual or corporation to transact any and all business on behalf of the trust. The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that my Trustee could have exercised.

Section 11.12 Additions to Separate Trusts

If on the termination of any separate trust created under this agreement a final distribution is to be made to a person for whom my Trustee then holds another separate trust created under this agreement, my Trustee shall add the distribution to the other separate trust instead of being distributed outright. My Trustee shall treat the distribution for purposes of administration as though it had been an original part of the other separate trust.

Section 11.13 Authority to Merge or Sever Trusts

My Trustee may merge and consolidate a trust created under this agreement with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and at least one Trustee in common.

My Trustee may administer the merged and consolidated trust as a single trust or unit. If, however, a merger or consolidation does not appear feasible, my Trustee may consolidate the assets of the trusts for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

My Trustee may sever any trust on a fractional basis into two or more separate and identical trusts or may segregate a specific amount or asset from the trust property by allocation to a separate account or trust. Income earned on a segregated amount or specific asset after the segregation passes with the amount or asset segregated. My Trustee shall hold and administer each separate trust upon terms and conditions substantially identical to those of the trust from which it was severed.

Subject to the terms of the trust, my Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or trust, in making applicable tax elections, and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the date on which the severance is effective; however, the effective date of severance may be retroactive to a date before the date on which my Trustee exercises the power.

Section 11.14 Authority to Terminate Trusts

If, at any time, my Trustee, other than an Interested Trustee, in its sole discretion, determines that a trust created under this agreement is no longer economical or is otherwise inadvisable to administer as a trust, or if my Trustee, other than an Interested Trustee, deems it to be in the best interest of my beneficiaries, my Trustee, without further responsibility, may terminate the trust and distribute the trust property, including any undistributed net income, in the following order of priority:

To me, if I am then living;

To the beneficiaries then entitled to mandatory distributions of net income of the trust and in the same proportions; and

If none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of net income of the trust, in such amounts and shares as my Trustee, other than an Interested Trustee, may determine.

Section 11.15 Discretionary Distribution to Fully Utilize Basis Increase Upon Death of Beneficiary

This Section shall apply during any time there is no federal estate tax in effect and Section 1022 of the Internal Revenue Code is in effect.

If I have given my Trustee the authority to make distributions of principal to the beneficiary of a trust, my Trustee, other than an Interested Trustee, may, from time to time, distribute to the beneficiary as much of the principal of the trust as such Trustee may determine is advisable so that upon the death of the beneficiary the estate of the beneficiary will have sufficient appreciated assets to fully utilize the aggregate basis increase allowed under Section 1022.

Before making a distribution of property under this Section, I request, but do not require that the Trustee determine whether there is a good reason to retain the property in trust such as whether or not the asset may be sold in the near future, the need for creditor protection by the beneficiary, protection of the beneficiary from failed marriages and protection of the asset for future generations. My Trustee shall not be liable to any beneficiary for the exercising or failing to exercise its discretion to make a distribution under this Section.

Section 11.16 Merger of Corporate Fiduciary

If any corporate fiduciary acting as my Trustee under this agreement is merged with or transfers substantially all of its trust assets to another corporation or if a corporate fiduciary changes its name, the successor shall automatically succeed to the trusteeship as if originally named a Trustee. No document of acceptance of trusteeship shall be required.

Section 11.17 Beneficiary's Status

Until my Trustee receives notice of the incapacity, birth, marriage, death or other event upon which a beneficiary's right to receive payments may depend, my Trustee shall not be liable for acting or failing to act with respect to the event or for disbursements made in good faith to persons whose interest may have been affected by such event. Unless otherwise provided in this agreement, the parent or legal representative may act on behalf of a beneficiary who is a minor or is incapacitated.

My Trustee may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. My Trustee shall have no independent duty to investigate the status of any beneficiary and shall not incur any liability for failure to do so.

Section 11.18 Discharge of Third Persons

Persons dealing in good faith with my Trustee shall not be required to see to the proper application of money paid or property delivered to my Trustee, or to inquire into the authority of my Trustee as to any transaction. The receipt from my Trustee for any money or property paid, transferred or delivered to my Trustee shall be a sufficient discharge to the person or persons paying, transferring or delivering the money or property from all liability in connection with its application.

Section 11.19 Certificate by Trustee

A written statement of my Trustee may always be relied upon by, and shall always be conclusive evidence in favor of, any transfer agent or any other person dealing in good faith with my Trustee in reliance upon the statement.

Section 11.20 Funeral and Other Expenses of Beneficiary

Upon the death of an income beneficiary my Trustee may pay the funeral expenses, burial or cremation expenses, enforceable debts and other expenses incurred due to the death of the beneficiary from trust property. This Section shall only apply to the extent the income beneficiary has not exercised any testamentary power of appointment granted to him under this agreement.

My Trustee may rely upon any request by the personal representative or members of the family of the deceased beneficiary for payment without verifying the validity or the amounts and without being required to see to the application of the amounts so paid. My Trustee may make decisions under this Section without regard to any limitation on payment of expenses imposed by statute or rule of court and may be made without obtaining the approval of any court having jurisdiction over the administration of the deceased beneficiary's estate.

Article Twelve

My Trustee's Powers

Section 12.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this agreement, my Trustee may exercise, without prior approval from any court, all the powers conferred by this agreement and any powers conferred by law, including, without limitation, those powers set forth under the common law or statutory law of the State of California or any other jurisdiction whose law applies to this trust. The powers set forth in the California Probate Code are specifically incorporated into this trust agreement. The powers conferred upon my Trustee by law, including those powers conferred by the California Probate Code, shall be subject to any express limitations or contrary directions contained in this agreement.

My Trustee shall exercise these powers in the manner my Trustee determines to be in the best interests of the beneficiaries. My Trustee shall not exercise any of its powers in a manner that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee of a trust may have duties and responsibilities in addition to those described in this agreement. I encourage my Trustee to obtain appropriate legal advice if my Trustee has any questions concerning its duties and responsibilities as Trustee.

Section 12.02 Execution of Documents by My Trustee

My Trustee may execute and deliver any and all instruments in writing which my Trustee considers necessary to carry out any of the powers granted in this agreement.

Section 12.03 Investment Powers in General

My Trustee may invest in any type of investment that my Trustee determines is consistent with the investment goals of my trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account my trust's overall investment portfolio.

Without limiting my Trustee's investment authority in any way, I request that my Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that my Trustee take into account the following factors in choosing investments for my trust:

The potential return from the investment, both in the form of income and appreciation;

The potential income tax consequences of the investment;

The investment's potential for volatility; and

The role the investment will play in the trust's portfolio.

I request that my Trustee, in arranging the investment portfolio of the trust, also consider the possible effects of inflation or deflation, changes in global and U.S. economic conditions, transaction expenses, and the trust's need for liquidity.

My Trustee may delegate its discretion to manage trust investments to any registered investment adviser or corporate fiduciary.

Section 12.04 Banking Powers

My Trustee may establish bank accounts of any type in one or more banking institutions that my Trustee may choose. My Trustee may open accounts in the name of my Trustee (with or without disclosing fiduciary capacity) or in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee.

An account from which my Trustee makes frequent disbursements need not be an interest bearing account. My Trustee may authorize withdrawals from an account by check, draft or other instrument or in any other manner.

Section 12.05 Business Powers

My Trustee is authorized to serve as an officer, director, manager, or in any other capacity of any proprietorship, partnership, joint venture, corporation, or other enterprise in which the trust has an interest (whether or not such interest is total or controlling). My Trustee may receive compensation for its services.

My Trustee may contract with and otherwise deal with any such enterprise in the same manner as it would with any enterprise in which the trust has no interest, and may use any voting power my Trustee may have to implement any its authority (whether as Trustee or as an officer, director, or other official of the enterprise).

With respect to any units in a limited liability company, limited partnership, or stock in a closely-held corporation ("closely-held company") that are contributed to the trust, the powers granted to my Trustee in this Article shall not disqualify my Trustee from acting personally and independently, and not in a fiduciary capacity, with respect to any closely held company, from holding office in the closely-held company, from accepting

remuneration from the closely-held company, from voting any units or stock in favor of the Trustee as a director or officer of the closely-held company, or from purchasing or selling units or stock of the closely-held company.

If a trust is funded with subchapter S stock, my Trustee may either elect to qualify the trust as a qualified subchapter S trust ("QSST") under Section 1361(d)(3) of the Internal Revenue Code or as a electing small business trust under Section 1361(e)(1) to administer the trust in accordance with the requirements of the corresponding Section.

Section 12.06 Contract Powers

My Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that my Trustee deems advisable. My Trustee may grant options of any duration for any such sales, exchanges, or transfers of trust property.

My Trustee may enter into contracts, and may deliver deeds or other instruments, that my Trustee deems appropriate.

Section 12.07 Common Investments

For purposes of convenience with regard to the administration and investment of the trust property, my Trustee may invest part or all of the trust property jointly with trust property of other trusts for which my Trustee is also serving as a Trustee. For this purpose, a corporate fiduciary acting as my Trustee may use common funds for investment.

When trust property is managed and invested in this manner, my Trustee shall maintain records that sufficiently identify that portion of the jointly invested assets that constitute the trust property of this trust.

Section 12.08 Environmental Powers

My Trustee shall have the right to inspect trust property to determine compliance with or to respond to any environmental law affecting the trust property. "Environmental law" shall mean any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.

My Trustee may refuse to accept property if my Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to my Trustee.

My Trustee may use and expend trust property to (i) conduct environmental assessments, audits or site monitoring; (ii) take remedial action to contain, clean up or remove any hazardous substance including a spill, discharge or contamination; (iii) institute, contest

or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance; (iv) comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement or clean-up of any hazardous substance; and (v) employ agents, consultants and legal counsel to assist my Trustee in these actions.

My Trustee shall not be liable for any loss or reduction in value sustained by my trust as a result of my Trustee's retention of property on which hazardous materials or substances requiring remedial action are discovered unless my Trustee contributed to the resulting loss or reduction in value through willful misconduct or gross negligence.

My Trustee shall not be liable to any beneficiary or to any other party for any decrease in the value of trust property as a result of my Trustee's compliance with any environmental law, including any reporting requirement.

My Trustee may release, relinquish or disclaim any power held by my Trustee that my Trustee determines may cause my Trustee to incur individual liability under any environmental law.

Section 12.09 Farm, Ranch and Other Agricultural Powers

My Trustee may retain, acquire, and sell any farm or ranching operation, whether as a sole proprietorship, partnership, or corporation.

My Trustee may engage in the production, harvesting, and marketing of farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

My Trustee may engage and participate in any government farm program, whether state or federally sponsored.

My Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

My Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities, and acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

My Trustee may do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries.

Section 12.10 Insurance Powers

My Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on my life, the life of any beneficiary, or on the life of any person in whom any beneficiary has an insurable interest.

My Trustee may purchase disability, medical, liability, long-term health care and other insurance on behalf of and for the benefit of any beneficiary. My Trustee may purchase annuities and similar investments for any beneficiary.

My Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy. My Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. My Trustee may assign the policy as security for the loan.

My Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

My Trustee may elect any paid-up insurance or extended term insurance nonforfeiture option contained in a policy.

My Trustee shall have the power to sell any policy at its fair market value to anyone having an insurable interest in the policies including the insured.

My Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing the policy.

Upon termination of the trust, my Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section 12.11 Loans and Borrowing Powers

My Trustee may make secured or unsecured loans to any person (including a beneficiary), entity, trust or estate, for any term or payable on demand, with or without interest. My Trustee may enter into or modify the terms of any mortgage or security agreement granted in connection with any loan and may release or foreclose on the mortgage or security.

My Trustee may borrow money at interest rates and on other terms that it deems advisable from any person, institution or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

My Trustee may encumber trust property by mortgages, pledges and other hypothecation and shall have the power to enter into any mortgage, whether as a mortgagee or mortgagor even though the term may extend beyond the termination of the trust and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds in lieu of foreclosure.

Section 12.12 Nominee Powers

My Trustee may hold real estate, securities and any other trust property in the name of a nominee or in any other form without disclosing the existence of any trust or fiduciary capacity.

Section 12.13 Payment of Taxes and Expenses

Except as otherwise provided in this agreement, my Trustee is authorized to pay all property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments shall be a charge against the trust property and shall be paid by my Trustee out of the income, or to the extent that the income is insufficient, then out of the principal of the trust property. The determination of my Trustee with respect to the payment of expenses shall be conclusive upon the beneficiaries.

Section 12.14 Real Estate Powers

My Trustee may sell at public or private sale, purchase, exchange, lease for any period, mortgage, manage, alter, improve and in general deal in and with real property in such manner and on such terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements, and abandon, any real property.

My Trustee may manage real estate in any manner that my Trustee deems best and shall have all other real estate powers necessary for this purpose.

My Trustee may enter into contracts to sell real estate. My Trustee may enter into leases and grant options to lease trust property even though the term of the agreement extends beyond the termination of the trust and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities. For such purposes, my Trustee may enter into any contracts, covenants and warranty agreements that my Trustee deems appropriate.

Section 12.15 Residences and Tangible Personal Property

My Trustee may acquire, maintain and invest in any residence for the use and benefit of the beneficiaries, whether or not the residence is income producing and without regard to the proportion that the value of the residence may bear to the total value of the trust property and even if retaining the residence involves financial risks that trustees would not ordinarily incur. My Trustee may pay or make arrangements for others to pay all carrying costs of the residence, including, but not limited to, taxes, assessments, insurance, expenses of maintaining the residence in suitable repair, and other expenses relating to the operation of the residence for the benefit of the beneficiaries.

My Trustee may acquire, maintain and invest in articles of tangible personal property, whether or not the property is income producing, and may pay the expenses of the repair and maintenance of the property.

My Trustee shall have no duty to convert the property referred to in this Section to productive property except as required by other provisions of this agreement.

My Trustee may permit any income beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that my Trustee may determine, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

My Trustee shall have no liability for any depreciation or loss as a result of the retention of any property retained or acquired under the authority of this Section.

Section 12.16 Retention and Abandonment of Trust Property

My Trustee may retain, without liability for depreciation or loss resulting from retention, any property constituting the trust at the time of its creation, at the time of my death or as the result of the exercise of a stock option. My Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

My Trustee may hold property that is non-income producing or is otherwise nonproductive if holding the property is, in the sole and absolute discretion of my Trustee, in the best interests of the beneficiaries. On the other hand, except when I am serving as a Trustee, my Trustee shall invest contributions of cash and cash equivalents as soon as reasonably practical after the assets have been acquired by the trust. My Trustee is permitted to retain a reasonable amount in cash or money market accounts in order to pay anticipated expenses and other costs and to provide for anticipated distributions to or for the benefit of a beneficiary.

My Trustee may abandon any trust property that my Trustee deems to be of insignificant value.

Section 12.17 Securities, Brokerage and Margin Powers

My Trustee may buy, sell, trade and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, options and other securities of any kind and in any amount, including short sales. My Trustee may write and purchase call or put options, and other derivative securities. My Trustee may maintain margin accounts with brokerage firms and may pledge securities to secure loans and advances made to my Trustee or to or for the benefit of a beneficiary.

My Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. My Trustee may have all securities registered in the name of the bank or trust company or in the name of its nominee. My Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for and disburse any income and generally to perform the duties and services incident to a custodian of accounts.

My Trustee may employ a broker-dealer as a custodian for securities held by the trust and may register the securities in the name of the broker-dealer or in the name of a nominee with or without the addition of words indicating that the securities are held in a fiduciary capacity. My Trustee may hold securities in bearer or uncertificated form and may use a central depository, clearing agency or book-entry system, such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York.

My Trustee may participate in any reorganization, recapitalization, merger or similar transaction. My Trustee may exercise or sell conversion or subscription rights for securities of all kinds and description.

My Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution. My Trustee may vote or refrain from voting as to any matter.

Section 12.18 Settlement Powers

My Trustee may settle, by compromise, adjustment, arbitration or otherwise any and all claims and demands in favor of or against the trust. My Trustee may release or abandon any claim in favor of the trust.

Section 12.19 Limitation on My Trustee's Powers

All powers granted to my Trustee under this agreement or by applicable law shall be limited as set forth in this Section, unless explicitly excepted by reference to this Section. The limitations set forth in this Section shall not apply to me.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal, or the termination of the trust to or for the benefit of a beneficiary, to the extent that the exercise of such discretion is other than for the health, education, maintenance or support of a beneficiary as described under Sections 2041 and 2514 of the Internal Revenue Code.

(b) No Distributions in Discharge of Support Obligation of My Trustee

My Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal to any person my Trustee is legally obligated to support, to the extent the distribution discharges the support obligation of my Trustee.

If a beneficiary has the power to remove a Trustee, the Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal to any person the beneficiary having the power to remove is legally obligated to support, to the extent such distribution discharges the support obligation of the beneficiary.

(c) Insurance Policy on the Life of My Trustee

If the trust holds a policy that insures the life of my Trustee, my Trustee shall have no right to exercise any powers or rights with respect to the policy. A Cotrustee serving under this agreement shall exercise the powers and rights with respect to the policy.

If the insured Trustee is the only Trustee, then an Independent Special Trustee designated under Section 3.08 shall exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current mandatory and discretionary income beneficiaries (excluding the insured Trustee if he or she is a beneficiary) shall select the Independent Special Trustee.

(d) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures the life of a beneficiary, the beneficiary (acting individually or as Trustee) shall have no power over the policy, the cash value of the policy, or the proceeds of the policy. The intent of this denial of power is to prevent an insured beneficiary from having a power that would constitute an incident of ownership of the policy.

In addition, no distribution of income or principal to the insured beneficiary shall be satisfied out of the proceeds of the policy, the cash value of the policy or any other economic benefit of the policy.

The limitations of this subsection shall not apply if the proceeds of the policy would, upon the death of the beneficiary, otherwise be included in the gross estate of the beneficiary for federal estate tax purposes.

Article Thirteen General Provisions

Section 13.01 Maximum Term for Trusts

Notwithstanding any other provision of this agreement to the contrary, unless terminated earlier under other provisions of this agreement, each trust created under this agreement shall terminate 21 years after the last to die of the descendants of my maternal and paternal grandparents who are living at the time of my death.

At that time, the remaining trust property shall vest in and be distributed to the persons entitled to receive mandatory distributions of net income of the trust and in the same proportions. If no beneficiary is entitled to mandatory distributions of net income, the remaining trust property shall vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of net income of the trust, in equal shares *per stirpes*.

Section 13.02 Spendthrift Provision

Neither the income nor the principal of the trust property shall be assigned, anticipated or alienated in any manner by any beneficiary, nor shall it be subject to attachment, bankruptcy proceedings or any other legal process, or to the interference or control of creditors or others.

Nothing contained in this Section shall restrict in any way the exercise of any power of appointment granted in this agreement.

Section 13.03 Contest Provision

If any beneficiary of this trust or any trust created under this trust agreement, alone or in conjunction with any other person engages in any of the following actions, the right of such beneficiary to take any interest given to such beneficiary under this trust or any trust created under this trust agreement shall be determined as it would have been determined had such beneficiary predeceased me without surviving issue.

Contests by a claim of undue influence, fraud, menace, duress or lack of testamentary capacity, or otherwise objects in any court to the validity of (a) this trust, (b) any trust created under the terms of this agreement, (c) my will, or (d) any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan or insurance policy signed by me, (collectively referred to hereafter in this Section as "Document" or "Documents") or any amendments or codicils to any Document; or

Seeks to obtain an adjudication in any court proceeding that a Document or any of its provisions is void, or otherwise seeks to void, nullify or set aside a Document or any of its provisions; or

Files suit on a creditor's claim filed in a probate of my estate, against my trust estate, or any other Document, after rejection or lack of action by the respective fiduciary; or

Files a petition or other pleading to change the character (community, separate, joint tenancy, partnership, domestic partnership, real or personal, tangible or intangible) of property already so characterized by a Document; or

Claims ownership in a court proceeding to any asset I hold in joint tenancy, other than as a surviving joint tenant; or

Files a petition to determine domestic partnership property as my cohabitant; or

Files a petition for probate homestead in a probate proceeding of my estate without the prior written consent of the personal representative designated in my Will; or

Files a petition for family allowance in a probate of my estate without the prior written consent of the personal representative designated in my will; or

Files a petition to impose a constructive trust or resulting trust on any assets of the trust estate; or

Participates in any of the above actions in a manner adverse to the trust estate, such as conspiring with or assisting any person who takes any of the above actions;

My Trustee is hereby authorized to defend, at the expense of the trust estate, any violation of this Section. A "contest" shall include any action described above in an arbitration proceeding and shall not include any action described above solely in a mediation not preceded by a filing of a contest with a court, notwithstanding the foregoing.

This Section shall not apply so as to cause a forfeiture of any distribution otherwise qualifying for the federal estate tax charitable deduction.

Section 13.04 Survivorship Presumption

If any beneficiary is living at my death, but dies within 30 days after my death, then the beneficiary shall be deemed to have predeceased me for purposes of this agreement.

Section 13.05 Changing the Situs of Administration

My Trustee may, at any time, remove all or any part of the property or the situs of administration of the trust from one jurisdiction to another. My Trustee may elect, by filing an instrument with the trust records, that the trust shall thereafter be construed, regulated and governed as to administration by the laws of the new jurisdiction. My Trustee may take action under this Section for any purpose my Trustee deems appropriate, including the minimization of any taxes in respect of the trust or any beneficiary of such trust.

If necessary, the beneficiaries entitled to receive distributions of net income under the trust may, by majority consent, appoint a corporate fiduciary in the new situs. If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Section 13.06 Definitions

For purposes of this agreement, the following terms shall have the following meanings:

(a) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants, shall have the same rights and be treated in the same manner under this agreement as natural children of the adopting parent, provided such person is legally adopted prior to attaining the age of 18 years. A person shall be deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred.

A fetus in utero that is later born alive shall be considered a person in being during the period of gestation.

(b) Agreement

The term "this agreement" means this trust agreement and includes all trusts created under the terms of this agreement.

(c) Descendants

The term "descendants" shall include a person's lineal descendants of all generations.

(d) Education

The term "education" is intended to be an ascertainable standard in accordance with Section 2041 and Section 2514 of the Internal Revenue Code and shall include, but not be limited to:

Enrollment at private elementary, junior and senior high school including boarding school;

Undergraduate and graduate study in any field at a college or university;

Specialized, vocational or professional training or instruction at any institution, including private instruction; and

Any other curriculum or activity that my Trustee may deem useful for developing the abilities and interests of a beneficiary including, without limitation, athletic training, musical instruction, theatrical training, the arts and travel.

The term "education" shall also include distributions made by my Trustee for expenses such as tuition, room and board, fees, books and supplies, tutoring and transportation and a reasonable allowance for living expenses.

(e) Grantor

The term "Grantor" shall have the same legal meaning as "Settlor," "Trustor" or any other term referring to the maker of a trust.

(f) Incapacity

Except as otherwise provided in this agreement, a person shall be deemed incapacitated in any one of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual shall be deemed incapacitated whenever, in the opinion of two licensed physicians, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause.

An individual shall be deemed restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual shall be deemed incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent or legally incapacitated.

(3) Detention, Disappearance or Absence

An individual shall be deemed incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance or absence or detention under duress may be established by an affidavit of my Trustee, or, if no Trustee is serving, by the affidavit of any beneficiary. The affidavit shall describe the circumstances of the individual's disappearance, absence or detention and may be relied upon by any third party dealing in good faith with my Trustee in reliance upon the affidavit.

(g) Income Beneficiary

The term "income beneficiary" means any beneficiary who is then entitled to receive distributions of the net income of the trust, whether mandatory or discretionary.

Unless otherwise provided in this agreement, the phrase "majority of the income beneficiaries" means any combination of income beneficiaries who, if all accrued net income were distributed on the day of a vote by the beneficiaries, would receive more than 50% of the accrued net income. For purposes of this calculation, beneficiaries who are eligible to receive discretionary distributions of net income shall be deemed to receive the income in equal shares.

(h) Independent Trustee

The term "Independent Trustee" means a Trustee who is not an Interested Trustee as defined in subsection (i). Only an Independent Trustee may exercise those powers granted exclusively to an Independent Trustee and when the phrase "other than an Interested Trustee" is used. Whenever this

agreement specifically prohibits an Interested Trustee from exercising discretion or performing an act, then only an Independent Trustee may exercise that discretion or perform that act. An Independent Trustee shall not be liable to any person for any good faith exercise or nonexercise of its discretion under this agreement.

(i) Interested Trustee

The term "Interested Trustee" means (1) a Trustee who is a transferor of property to the trust (including a person whose qualified disclaimer resulted in property passing to the trust); (2) a Trustee who is a beneficiary of the trust; or (3) a Trustee whom a beneficiary of the trust can remove and replace by appointing a Trustee that is related or subordinate to the beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

For purposes this subsection "a beneficiary of the trust" means a person who is or in the future may be eligible to receive income or principal from the trust pursuant to the terms of the trust. A person shall be considered a beneficiary of a trust even if he or she has only a remote contingent remainder interest in the trust; however, a person shall not be considered a beneficiary of a trust if the person's only interest is as a potential appointee under a testamentary power of appointment.

(j) Internal Revenue Code and Treasury Regulations

References to the "Internal Revenue Code" or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding Treasury Regulations, if any. References to the "Treasury Regulations," are to the Treasury Regulations under the Internal Revenue Code in effect from time to time. If a particular provision of the Internal Revenue Code is renumbered, or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference shall be deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this agreement. The same rule shall apply to references to the Treasury Regulations.

(k) Legal Representative or Personal Representative

As used in this agreement, the term "legal representative" or "personal representative" means a person's guardian, conservator, executor, administrator, Trustee, or any other person or entity personally representing a person or the person's estate.

(l) Per Stirpes

Whenever a distribution is to be made to a person's descendants "per stirpes," the distribution shall be divided into as many shares as there are then living children of the person and deceased children of the person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among the child's then living descendants in the same manner.

(m) Qualified Retirement Plan

The term "qualified retirement plan" means a plan qualified under Section 401 of the Internal Revenue Code, an individual retirement arrangement under Section 408 or Section 408A or a tax-sheltered annuity under Section 403. The term "qualified retirement benefits" means the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403 or any other benefit subject to the distribution rules of Section 401(a)(9).

(n) Shall and May

Unless otherwise specifically provided in this agreement or by the context in which used, I use the word "shall" in this agreement to command, direct or require, and the word "may" to allow or permit, but not require. In the context of my Trustee, when I use the word "may" I intend that my Trustee may act in its sole and absolute discretion unless otherwise stated in this agreement.

(o) Trust

The terms "this trust," "this revocable living trust," or "this trust agreement" shall refer to this agreement and all trusts created under the terms of this agreement.

(p) Trustee

The term "my Trustee" or "Trustee" refers to the Trustee named in Article One and to any successor, substitute, replacement or additional person, corporation or other entity that is from time to time acting as the Trustee. The term "Trustee" refers to singular or plural as the context may require.

(q) Trust Property

The phrase "trust property" shall be construed to mean all property held by my Trustee under this agreement, including all property that my Trustee may acquire from any source.

Section 13.07 General Provisions and Rules of Construction

The following general provisions and rules of construction shall apply to this agreement:

(a) Duplicate Originals

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Any person may rely upon a copy of this agreement certified under oath by my Trustee to be a true copy, to the same effect as if it were an original.

(b) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word "or" when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.

(c) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

(d) Governing State Law

This agreement shall be governed, construed and administered according to the laws of the State of California as from time to time amended, except as to trust property required by law to be governed by the laws of another jurisdiction and unless my Trustee elects to change the Situs of Administration as provided in Section 13.05.

(e) Notices

Unless otherwise stated, whenever this agreement calls for notice, the notice shall be in writing and shall be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice shall be effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice shall be effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice shall be given to the parent or legal representative of the minor or incapacitated individual.

(f) **Severability**

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this agreement shall be interpreted and construed as if the invalid provision had never been included in this agreement.

I have executed this agreement on the day and year first above written. This agreement shall be effective when signed by me, whether or not now signed by a Trustee.

I certify to the officer taking my acknowledgment that I have read this revocable living trust, that I understand it, and that it correctly states the provisions under which my trust property is to be administered and distributed by my Trustee.



Gloria Searls, Grantor



Gloria Searls, Trustee

STATE OF CALIFORNIA

)
) ss.
)

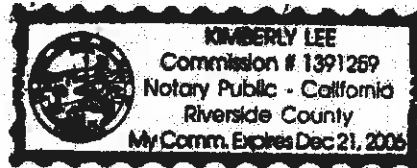
COUNTY OF RIVERSIDE

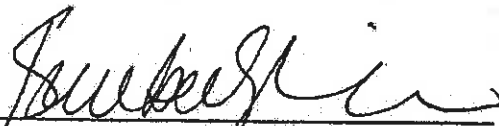
On September 27, 2003, before me, Kimberly Lee, a Notary Public, personally appeared Gloria Searls, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

My commission expires:

December 21, 2006





Kimberly Lee, Notary Public

Gloria Searls Revocable Living Trust

THE GLORIA SEARLS REVOCABLE LIVING TRUST

Appointment of Successor Trustee by Beneficiaries

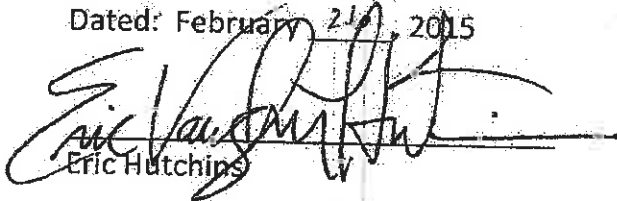
In accordance with the provisions of Section 3.03(c) of the Gloria Searls Revocable Living Trust (hereafter "the Trust"), a majority of the income beneficiaries may appoint an individual or corporate fiduciary that is not related to the person making the appointment of a successor trustee when the office of Trustee is vacant.

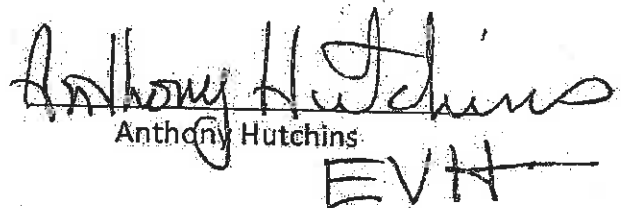
The last serving trustee of the Trust was Eric L. Jones, of Los Angeles, California and he resigned as the trustee without appointment a successor trustee.

The Trust has two beneficiaries of the trust, being ERIC HUTCHINS and ANTHONY HUTCHINS and they hereby appoint the following person to serve as the trustee of the Trust:

Lana Clark
Attorney at Law – State Bar No. 237251
1607 Mission Drive, Suite 106
Solvang, CA 93463
(805) 688-3939

Dated: February 21, 2015

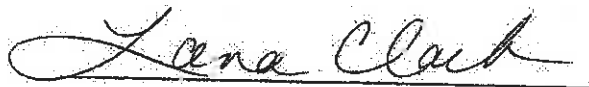

Eric Hutchins


Anthony Hutchins
EVH

Acceptance of Trusteeship

I, Lana Clark, accept the office of trustee under the terms and conditions of the Gloria Searls Revocable Living Trust.

Dated: February 26, 2015



Lana Clark

LAW OFFICE OF
BRENDAN C. DOHERTY

1607 Mission Drive, Suite 302, Solvang, California 93463
Telephone: 805-697-7186 Facsimile: 877-482-2504

March 6, 2015

Office of the Treasurer-Tax Collector
PO Box 12005
Riverside, CA 92502-2205

RE: *Claim for excess proceeds to 75497 Palm Shadow Dr., Indian Wells; APN 633043005-4*

To Whom It May Concern:

I have been asked by David Brown to give my professional opinion regarding his client, Lana Clark Trustee's claim to excess proceeds under section 4675 of the Revenue and Taxation Code for the above-referenced property in Riverside County.

First, preliminarily, the enclosed engagement documents between Mr. Brown and Ms. Clark reveal that Mr. Brown is in compliance with the requirements of section 4675(c); as such he is the proper representative for Ms. Clark's fiduciary interest in this matter, as Successor Trustee of the Gloria Searls Revocable Living Trust.

Second, based on an examination of the documents provided in this packet, I conclude that Ms. Clark, as trustee, is entitled to these excess proceeds as a person with record title to the above-referenced property prior to the recordation of the tax deed.

On September 27, 2003, Gloria Searls created her revocable trust, The Gloria Searls Revocable Living Trust (a copy of which is attached). The following month, on October 29, 2003 a grant deed was duly recorded with the Riverside County Recorder (enclosed), whereby Ms. Searls transferred her interest in the above-referenced parcel to her inter vivos trust.

Since that time, Ms. Searls passed away, and the current successor trustee of the still-operative trust is Lana Clark, as appointed by the trust's two named beneficiaries: Eric Hutchins

Letter to the Office of the Treasurer-Tax Collector
March 6, 2015

--page 2--

and his son Anthony Hutchins. The sale of the subject property did not occur until February 2014. As a result, Ms. Clark, through her agent Mr. Brown, is entitled to any excess proceeds under 4675(e)(1)(B).

If your office has any questions or concerns for which I may be of assistance, I am happy to help in resolving this matter expeditiously.

Regards,

A handwritten signature in black ink, appearing to read "Brendan C. Doherty". The signature is fluid and cursive, with a large loop at the end.

Brendan C. Doherty

BCD:amv
enclosures