

FORM APPROVED COUNTY COUNSEL 1/4/16
 BY: GREGORY P. PRIAMOS DATE

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

417A



FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:

JAN 4 2016

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 201. Last assessed to: Scott Rosenberg, a single man as to an undivided 75% interest and Gregory P. Lansing, Trustee of the GPLJAL Family Trust dated June 29, 1988 as to an undivided 25% interest as tenants in common. District 5 [\$30,932]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Scott Rosenberg, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 668230002-3;

(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 August 20, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded October 2, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on October 30, 2013 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	\$ 30,932	\$ 0	\$ 30,932	\$ 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 1/14/16*
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

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

9-6

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 201. Last assessed to: Scott Rosenberg, a single man as to an undivided 75% interest and Gregory P. Lansing, Trustee of the GPLJAL Family Trust dated June 29, 1988 as to an undivided 25% interest as tenants in common. District 5 [\$30,932]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: JAN 4 2016

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Approve the claim from Gregory P. Lansing, Trustee of the GPLJAL Family Trust dated June 29, 1988, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 668230002-3;
3. Authorize and direct the Auditor-Controller to issue warrants to Scott Rosenberg in the amount of \$23,199.69 and Gregory P. Lansing, Trustee in the amount of \$7,733.22, 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 two claims for excess proceeds:

1. Claim from Scott Rosenberg based on a Trustee's Deed recorded March 11, 2011 as Instrument No. 2011-0112502.
2. Claim from Gregory P. Lansing, Trustee based on a Trustee's Deed recorded March 11, 2011 as Instrument No. 2011-0112502.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Scott Rosenberg be awarded excess proceeds in the amount of \$23,199.69 and Gregory P. Lansing, Trustee be awarded excess proceeds in the amount of \$7,733.22. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being released to the last assesseees of the property.

ATTACHMENTS (if needed, in this order):

A copy 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 197 Item 201 Assessment No.: 668230002-3

Assessee: ROSENBERG, SCOTT & LANSING, GREGORY P TR

Situs:

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 23,199.68 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. 2011-0112502; recorded on 3/11/2011. 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.

\$30,932.91 excess times 75% = \$23,199.68

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 29th day of SEPTEMBER, 2014 at LOS ANGELES COUNTY, CA
County, State


Signature of Claimant

SCOTT ROSENBERG
Print Name

6203 VARIEL AVE, #413
Street Address

WOODLAND HILLS, CA 91367
City, State, Zip

310-387-6500
Phone Number

Signature of Claimant

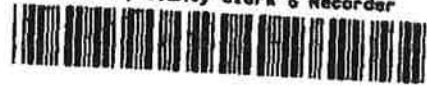
Print Name

Street Address

City, State, Zip

Phone Number

RECEIVED
2014 OCT -1 PM 2:21
RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR



RECORDING REQUESTED BY
 WHEN RECORDED MAIL TO

SCOTT ROSENBERG & GREGORY P. LANSING, TRUSTEE GPLJAL
 12770 HIGH BLUFF DRIVE, SUITE 160
 SAN DIEGO, CA 92130

Trustee Sale No. CA-SGL-101337

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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TRUSTEE'S DEED

31



The undersigned grantor declares:

1. The Grantee herein was the foreclosing beneficiary.
2. The amount of the unpaid debt together with costs was \$387,680.99.
3. The amount paid by the Grantee at the Trustee's Sale was \$100,000.00.
4. The documentary transfer tax is None

FIDELITY NATIONAL DEFAULT SERVICES, as the duly appointed Trustee under the Deed of Trust hereinafter described (herein called TRUSTEE), hereby grants and conveys, but without warranty, express or implied, to:

SCOTT ROSENBERG, A SINGLE MAN AS TO AN UNDIVIDED 75% INTEREST AND
 GREGORY P. LANSING, TRUSTEE OF THE GPLJAL FAMILY TRUST DATED JUNE
 29, 1988 AS TO AN UNDIVIDED 25% INTEREST AS TENANTS IN COMMON

Herein called GRANTEE, all of its right, title and interest in and to that certain property situate in the City of PALM SPRINGS, County of RIVERSIDE, State of CALIFORNIA, described as follows:

ATTACHED HERETO AS EXHIBIT 'A' AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

TAX PARCEL NO: 668-230-002-3, 668-230-004-5

This conveyance is made pursuant to the powers conferred upon TRUSTEE by that certain Deed of Trust executed by GARY L. MURRAY, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustors recorded 8/25/2005 as Instrument No. 2005-0889588, of Official Records in the office of the Recorder of RIVERSIDE County, State of CALIFORNIA, and after fulfillment of the conditions as specified in said Deed of Trust authorizing this conveyance. Default occurred as set forth in a Notice of Default and Election to Sell which was filed for record in the office of the Recorder of said County, and such default still existed at the time of sale. All requirements of law regarding the mailing of copies of notices and posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on March 3, 2011, at the place named in the Notice of Sale, in the County of RIVERSIDE, CALIFORNIA, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefor to said Trustee the amount bid, in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

Date: 3/3/2011

FIDELITY NATIONAL DEFAULT SERVICES, Trustee

By 
Rob Seidenwurm, Esq., Vice President

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO) ss.

On March 9, 2011 before me, Melissa Jankans, Notary Public, personally appeared Rob Seidenwurm, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature 



EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, LYING EAST OF THE EAST LINE OF TWENTY NINE PALMS HIGHWAY ALSO KNOWN AS WORSLEY ROAD AS IT NOW EXISTS.

EXCEPTING THE SOUTHERLY 55 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 9, 1964 IN BOOK 3715, PAGE 491, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS FROM THE SAME IN COMPLIANCE WITH THE PROVISIONS SET OUT IN ACT OF JULY 17, 1914, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA TO JEAN SHAFER, A WIDOW, RECORDED FEBRUARY 6, 1948 AS INSTRUMENT NO. 850, OFFICIAL RECORDS.

PARCEL 2:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 8, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EAST HALF THEREOF.

ALSO EXCEPTING THEREFROM THE SOUTH 55 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1964 IN BOOK 3727, PAGE 330 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND THE RIGHTS TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS FROM THE SAME IN COMPLIANCE WITH THE PROVISIONS SET OUT IN ACT OF JULY 17, 1914, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA TO JEAN SHAFER, A WIDOW, RECORDED FEBRUARY 6, 1948 AS INSTRUMENT NO. 850, OFFICIAL RECORDS.

APN: 668-230-002-3, 668-230-004-5

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Scott Rosenberg
 6203 Variel Ave., #413
 Woodland Hills, CA 91367

July 7, 2015

Scott Rosenberg
 6203 Variel Ave., #413
 Woodland Hills, CA 91367

Re: APN: 668230002-3
 TC 197 Item 201
 Date of Sale: August 20, 2015

EP197-201

2. Article Number
 (Transfer from service label)

7003 2260 0004 1548 9995

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature] Agent
 Address

B. Received by (Printed Name)

C. Date of Delivery

8-6-15

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail® Priority Mail Express™
- Registered Return Receipt for Merchandise
- Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee)

Yes

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

Notarized Affidavit for Collection of Personal Property under California Probate Code 13100

If Original Note/Deed of Trust is not available, please send a Notarized statement specifically stating that Scott Rosenberg is one and the same person as the Scott Rosenberg that took title with a Trustee's Deed, Recorded 3/11/2011 as Document # 2011-0112502.

Notarized Statement Giving Authorization to claim on behalf of

Certified Death Certificate for

Copy of Birth Certificates for

Copy of Marriage Certificate for

Original Note/Payment Book

Updated Statement of Monies Owed (as of dated of tax sale)

Articles of Incorporation (if applicable Statement by Domestic Stock)

Court Order Appointing Administrator

Deed (Quitclaim/Grant etc...)

Other – Documentation that connects you to the property other than same name.

Possibly the original note/Deed of Trust or Notarized Statement of Fact.

If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
 Tax Sale Operations Unit
 (951) 955-3336
 (951) 955-3990 Fax

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

~~Scott~~ Rosenberg
~~6203~~ 6203 Variel Ave., #413
~~Wood~~ Woodland Hills, CA 91367

EP 197-201
 2. Article Number
 (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X  Agent
 Addressee

B. Received by (Printed Name)
 C. Date of Delivery
 8-12-15

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7003 2260 0004 1558 7349

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15

August 10, 2015

Scott Rosenberg
 6203 Variel Ave., #413
 Woodland Hills, CA 91367

Re: APN: 668230002-3
 TC 197 Item 201
 Date of Sale: August 20, 2015

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___ Articles of Incorporation (if applicable Statement by Domestic Stock)

___ Court Order Appointing Administrator

___ Deed (Quitclaim/Grant etc...)

Other – Documentation that connects you to the property other than same name.

Possibly the original note/Deed of Trust or Notarized Statement of Fact.

If your documentation is not received within 15 days (August 25, 2015), your claim will be denied.

If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
 Tax Sale Operations Unit
 (951) 955-3336
 (951) 955-3990 Fax
 jpazicni@co.riverside.ca.us

CP197-201

Jennifer Paziemi
Tax Sale Operations Unit

Dear Jennifer,

As discussed on the phone, attached is my Notarized statement.

I'm attaching also a copy of the Deed of Trust, but, alas, it's not my signature that's on it.

Give me a call if there are any issues whatsoever.

Thanks so much for the time you spent with me Friday.

Best,

A handwritten signature in cursive script, appearing to read "Scott Rosenberg". The signature is written in black ink and is positioned to the right of the typed name and contact information.

Scott Rosenberg
Cell: 310-387-6500

I, Scott Rosenberg, am one and the same person as the Scott Rosenberg that took title with a Trustee's Deed, Recorded 3/11/2011 as Document # 2011-0112502.

Scott Rosenberg
8/25/15

Jurat

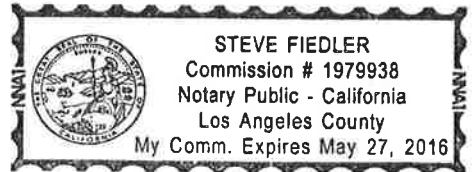
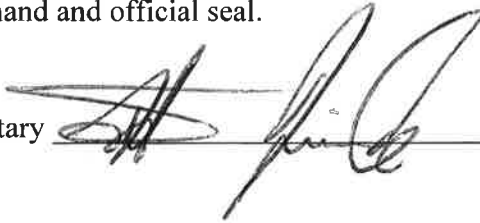
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,
County of LOS ANGELES

Subscribed and sworn to (~~or affirmed~~) before me on this 25TH day of AUGUST, 2015
by SCOTT ROSENBERG, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

WITNESS my hand and official seal.

Signature of Notary



JON CHRISTENSEN
ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE
INFORMATION TECHNOLOGY OFFICER

GIOVANE PIZANO
INVESTMENT MANAGER

KIEU NGO
FISCAL MANAGER



DON KENT
TREASURER

MATT JENNINGS
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MELISSA JOHNSON
CHIEF DEPUTY TREASURER-TAX COLLECTOR

ADRIANNA GOMEZ
ADMINISTRATIVE SERVICES MANAGER I

August 10, 2015

Final Notice

Scott Rosenberg
6203 Variel Ave., #413
Woodland Hills, CA 91367

Re: APN: 668230002-3
TC 197 Item 201
Date of Sale: August 20, 2013

To Whom It May Concern:

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Deed (Quitclaim/Grant etc...)

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Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@co.riverside.ca.us

COUNTY OF RIVERSIDE, TREASURER-TAX COLLECTOR

4080 LEMON STREET, 4TH FLOOR ★ P.O. BOX 12005 ★ RIVERSIDE, CALIFORNIA 92502
WWW.COUNTYTREASURER.ORG ★ (951) 955-3900 ★ 1 (877) 748-2689 ★ FAX (951) 955-3923

RECORDING REQUESTED BY

First American Title Insurance Company
National Commercial Services



AND WHEN RECORDED MAIL TO:

Scott Rosenberg and Gregory P. Lansing
291 S. La Cienega Blvd. Suite 307
Beverly Hills, CA 90211

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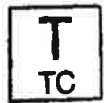
34

A.P.N.: 668-230-002-3 and 668-230-004-5

T.R.A. No.061-085

File No.: NCS-167089-ONT1 (TW)

**DEED OF TRUST AND ASSIGNMENT OF RENTS
(Short Form)**



THIS DEED OF TRUST, made this **07/20/05**, between

TRUSTOR: **Gary L. Murray, a married man as his sole and separate property**

whose address is **27672 DUNGARVIN LANE, SAN JUAN CAPISTRANO, CA 92675,**

TRUSTEE: **First American Title Company, a California corporation**

and BENEFICIARY: **Scott Rosenberg, a single man as to an undivided 75% interest and Gregory P. Lansing, Trustee of the GPLJAL Family Trust dated June 29, 1988 as to an undivided 25% interest as tenants in common**

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of ~~Palm Springs~~, **Riverside County, State of California**, described as:

PARCEL 1:

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, LYING EAST OF THE EAST LINE OF TWENTY NINE PALMS HIGHWAY ALSO KNOWN AS WORSLEY ROAD AS IT NOW EXISTS;

EXCEPTING THE SOUTHERLY 55 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 9, 1964 IN BOOK 3715, PAGE 491, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS FROM THE SAME IN COMPLIANCE WITH THE PROVISIONS SET OUT IN ACT OF JULY 17, 1914, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA TO JEAN SHAFER, A WIDOW, RECORDED FEBRUARY 6, 1948 AS INSTRUMENT NO. 850, OFFICIAL RECORDS.

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EXCEPTING THEREFROM THE EAST HALF THEREOF;

ALSO EXCEPTING THEREFROM THE SOUTH 55 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1964 IN BOOK 3727, PAGE 330 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND THE RIGHTS TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS FROM THE SAME IN COMPLIANCE WITH THE PROVISIONS SET OUT IN ACT OF JULY 17, 1914, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA TO JEAN SHAFER, A WIDOW, RECORDED FEBRUARY 6, 1948 AS INSTRUMENT NO, 850, OFFICIAL RECORDS.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions, incorporated by reference, to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor, incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of \$335,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record Owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and page of the Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1128	556	Imperial	1189	701	Merced	1660	753	San Benito	300	405	Siskiyou	506	762
Alpine	3	130-31	Inyo	165	672	Modoc	191	93	San Bernardino	6213	768	Solano	1287	621
Amador	133	438	Kern	3756	690	Mono	69	302	San Francisco	A-804	596	Sonoma	2067	427
Butte	1330	513	Kings	858	713	Monterey	357	239	San Joaquin	2855	283	Stanislaus	1970	56
Calaveras	185	338	Lake	437	110	Napa	704	742	San Luis Obispo	1311	137	Sutter	655	585
Colusa	323	391	Lassen	192	367	Nevada	363	94	San Mateo	4778	175	Tehama	457	183
Contra Costa	4684	1	Los Angeles	T-3878	874	Orange	7182	18	Santa Barbara	2065	881	Trinity	108	595
Del Norte	101	549	Madera	911	136	Placer	1028	379	Santa Clara	6626	664	Tulare	2530	108
El Dorado	704	635	Marin	1849	122	Plumas	166	1307	Santa Cruz	1638	607	Tuolumne	177	160
Fresno	5052	623	Mariposa	90	453	Riverside	3778	347	Shasta	800	633	Venuta	2607	237
Glenn	469	76	Mendocino	667	99	Sacramento	5039	124	Sierra	38	187	Yolo	769	16
Humboldt	801	83				San Diego	SERIES 5 Book 1964, Page 149774					Yuba	398	693

(which provisions, identical in all counties, are printed below) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

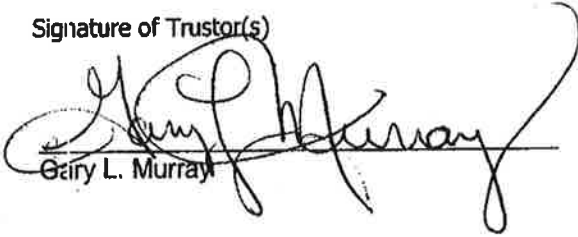
In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

Dated: 07/20/05

Signature of Trustor(s)



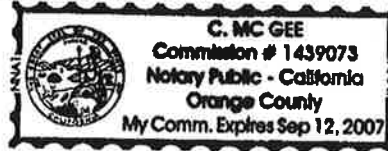
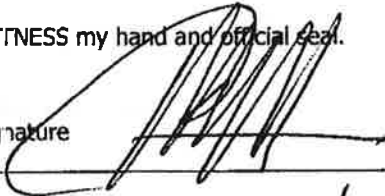
Gary L. Murray

STATE OF California }
 }
 }ss.
COUNTY OF Orange }

On July 29, 2005, before me, C. McGee, Notary Public
personally appeared Gary L. Murray, personally
known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in ~~his/her/their~~
authorized capacity(~~ies~~) and that his/~~her/their~~ signature(s) on the instrument the person(s) or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

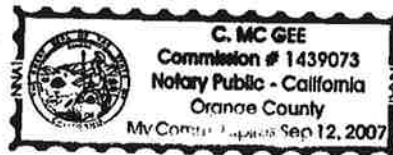


*This area for official
notarial seal*

My Commission Expires: 9/12/2005

Notary Name: C. McGee
Notary Registration Number: 1439073

Notary Phone: (949) 492-1471
County of Principal Place of Business: Orange



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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2014 APR 24 AM 10:52

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 197 Item 201 Assessment No.: 668230002-3

Assessee: ROSENBERG, SCOTT & LANSING, GREGORY P TR

Situs:

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 7,733.23 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. 2011-0112502, recorded on 3/11/2011. 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.

\$30,932.91 excess times 25% = \$7,733.23

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 22ND day of APRIL, 2014 at SAN DIEGO COUNTY, CA
County, State

Signature of Claimant

Signature of Claimant

GREGORY P. LANSING, TRUSTEE
Print Name

Print Name

12671 HIGH BLUFF DR. STE 150
Street Address

Street Address

SAN DIEGO, CA 92130
City, State, Zip

City, State, Zip

BSB-523-0719
Phone Number

Phone Number



RECORDING REQUESTED BY
 WHEN RECORDED MAIL TO

SCOTT ROSENBERG & GREGORY P. LANSING, TRUSTEE GPLJAL
 12770 HIGH BLUFF DRIVE, SUITE 160
 SAN DIEGO, CA 92130

Trustee Sale No. CA-SGL-101337

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			3						
M	A	L	465	426	PCOR	NCOR	SMP	NCHG	EXAM
							T:	CTY	UNI

029

TRUSTEE'S DEED

31



The undersigned grantor declares:

1. The Grantee herein was the foreclosing beneficiary.
2. The amount of the unpaid debt together with costs was \$387,680.99.
3. The amount paid by the Grantee at the Trustee's Sale was \$100,000.00.
4. The documentary transfer tax is None

FIDELITY NATIONAL DEFAULT SERVICES, as the duly appointed Trustee under the Deed of Trust hereinafter described (herein called TRUSTEE), hereby grants and conveys, but without warranty, express or implied, to:

SCOTT ROSENBERG, A SINGLE MAN AS TO AN UNDIVIDED 75% INTEREST AND
 GREGORY P. LANSING, TRUSTEE OF THE GPLJAL FAMILY TRUST DATED JUNE
 29, 1988 AS TO AN UNDIVIDED 25% INTEREST AS TENANTS IN COMMON

Herein called GRANTEE, all of its right, title and interest in and to that certain property situate in the City of PALM SPRINGS, County of RIVERSIDE, State of CALIFORNIA, described as follows:

ATTACHED HERETO AS EXHIBIT 'A' AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

TAX PARCEL NO: 668-230-002-3, 668-230-004-5

This conveyance is made pursuant to the powers conferred upon TRUSTEE by that certain Deed of Trust executed by GARY L. MURRAY, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustors recorded 8/25/2005 as Instrument No. 2005-0699586, of Official Records in the office of the Recorder of RIVERSIDE County, State of CALIFORNIA, and after fulfillment of the conditions as specified in said Deed of Trust authorizing this conveyance. Default occurred as set forth in a Notice of Default and Election to Sell which was filed for record in the office of the Recorder of said County, and such default still existed at the time of sale. All requirements of law regarding the mailing of copies of notices and posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on March 3, 2011, at the place named in the Notice of Sale, in the County of RIVERSIDE, CALIFORNIA, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefor to said Trustee the amount bid, in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

Date: 3/3/2011

FIDELITY NATIONAL DEFAULT SERVICES, Trustee

By 
Rob Seidenwurm, Esq., Vice President

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO) ss.

On March 3, 2011, before me, Melissa Jankans, Notary Public, personally appeared Rob Seidenwurm, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 



EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, LYING EAST OF THE EAST LINE OF TWENTY NINE PALMS HIGHWAY ALSO KNOWN AS WORSLEY ROAD AS IT NOW EXISTS.

EXCEPTING THE SOUTHERLY 55 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 9, 1964 IN BOOK 3715, PAGE 491, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS FROM THE SAME IN COMPLIANCE WITH THE PROVISIONS SET OUT IN ACT OF JULY 17, 1914, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA TO JEAN SHAFER, A WIDOW, RECORDED FEBRUARY 6, 1948 AS INSTRUMENT NO. 850, OFFICIAL RECORDS.

PARCEL 2:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 8, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EAST HALF THEREOF.

ALSO EXCEPTING THEREFROM THE SOUTH 55 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1964 IN BOOK 3727, PAGE 330 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND THE RIGHTS TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS FROM THE SAME IN COMPLIANCE WITH THE PROVISIONS SET OUT IN ACT OF JULY 17, 1914, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA TO JEAN SHAFER, A WIDOW, RECORDED FEBRUARY 6, 1948 AS INSTRUMENT NO. 850, OFFICIAL RECORDS.

APN: 668-230-002-3, 668-230-004-5

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gregory P. Lansing, Trustee
 12671 High Bluff Dr., Ste. 150
 San Diego, CA 92130

May 29, 2015

Gregory P. Lansing, Trustee
 12671 High Bluff Dr., Ste. 150
 San Diego, CA 92130

Re: APN: 668230002-6
 TC 197 Item 201
 Date of Sale: August 20, 2015

EP 197-201

2. Article Number
 (Transfer from service label)

7003 2260 0004 1548 9568

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature X *[Signature]* Agent
 Addressee

B. Received by (Printed Name) *Jim Locke* C. Date of Delivery *10/3/15*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

- ___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
- ___ Notarized Statement of different/misspelled
- ___ Notarized Statement Giving Authorization to claim on behalf of
- ___ Certified Death Certificate for
- ___ Copy of Birth Certificates for
- ___ Copy of Marriage Certificate for

- ___ Original Note/Payment Book
- ___ Updated Statement of Monies Owed (as of dated of tax sale)
- ___ Articles of Incorporation (if applicable Statement by Domestic Stock)
- ___ Court Order Appointing Administrator
- ___ Deed (Quitclaim/Grant etc...)
- Other – **Copy of the GPLJAL Family Trust Dated June 29, 1988.**

If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
 Tax Sale Operations Unit
 (951) 955-3336
 (951) 955-3990 Fax

FIRST AMENDMENT TO
GPLJAL JUNE 29, 1988 FAMILY TRUST AGREEMENT

Gregory P. Lansing ("GPL") and Janice Ann Lansing ("JAL"), Trustors of the GPLJAL June 29, 1988 Family Trust Agreement (the "Trust") hereby make this First Amendment to said Trust pursuant to the power reserved by them therein.

I.

JAL shall be removed from all positions of authority under the Trust.

II.

JAL disclaims any and all interest in the assets held by the Trust and in the proceeds and any other beneficial interest therein. GPL and JAL acknowledge and agree that the Trust has no right, title or interest in Prime Corners L.P., including any partnership interest therein.

III.

All provisions in the Trust relating to JAL, whether as a Trustor, Substitute Trustee or otherwise, shall be of no further effect.

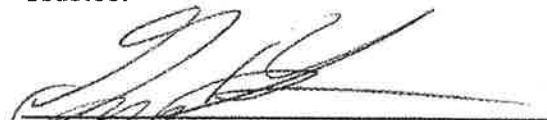
Signed at Beverly Hills, California on November 4, 2005.

Trustors:




Gregory P. Lansing

Trustee:



Gregory P. Lansing



Janice Ann Lansing

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On October 4, 2005, before me, Karen Lee Dales, Notary Public, personally appeared **Gregory P. Lansing**, 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 that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

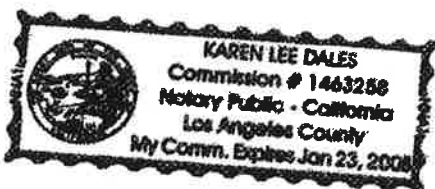


Karen Lee Dales
Notary Public in and for the State of California

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On November 7, 2005, before me, Karen Lee Dales, Notary Public, personally appeared **Janice Ann Lansing**, 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 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.



Karen Lee Dales
Notary Public in and for the State of California

ABSTRACT OF TRUST

I

DECLARATION OF TRUST

Declaration of Trust, sometimes referred to as the GPLJAL JUNE 29, 1988 FAMILY TRUST was made on the between Gregory P. Lansing and Janice Ann Lansing collectively as Trustors, transferring to themselves as Trustees various properties. The trust is a revocable living trust.

II

CREATION OF TRUST

The Trustees shall have no more extensive power over any community property or separate transferred to the Trust estate than either Trustor would have, had the trust not been created. This limitation terminates on the death of either Trustor.

No consideration was given for the transfer of the Trust Estate and the Trustee accepts such title to the Trust Estate as is conveyed or transferred.

III

RIGHTS RESERVED & GRANTED BY TRUSTORS

Trustors have reserved the right to add property to the Trust, the right to amend or revoke the trust while both Trustors are living and competent.

If the Trustors cease acting as trustees during their joint lives, the trustors, acting together, may direct the successor trustee in writing to invest the Trust Estate in specific securities, properties and investments.

IV

DUTIES OF TRUSTEE IN RELATION TO INSURANCE POLICIES

During the lifetimes of Trustors, the trustee is under no duty to pay premiums, assessments or other charges on life insurance.

Upon receipt of Trustee of actual notice of the death of either Trustor, the Trustee will make claim(s) for and receive the proceeds for any policy or policies or retirement benefit plans in force of which the Trustee is beneficiary.

After the death of the first Trustor and during the lifetime of the surviving Trustor, the Trustee shall be under a duty to pay premiums, assessments or any other charges upon such life insurance policies in force, unless directed otherwise by the surviving Trustor. All said right, title and interest in said policy or policies or plans are vested in said Trustee.

V

DISTRIBUTIONS DURING JOINT LIFETIME OF TRUSTORS

During the joint lifetime of Trustors:

(a) Trustee shall pay or reserve sufficient funds to pay all expenses of management and administration of the Trust Estate.

(b) Net income shall be distributed to or for the benefit of the Trustors during their joint lifetime in monthly or other convenient installments, not less than annually. Trustors have the right to withdraw principal at any time.

(c) If both Trustors become incompetent, Trustee, in its sole and absolute discretion, may pay to or apply for the benefit of either of the Trustors, or their minor children, for their reasonable care, support, maintenance and recreation sums of principal and/or income as the Trustee shall determine. Income not distributed shall be accumulated.

VI

POWERS AND DISCRETIONS OF TRUSTEE

If Trustors are also acting as Co-Trustees, then either Trustor in the capacity as Trustee, may act independent of the other Trustee to bind the Trust Estate or commit trust funds, except as to those powers retained in Article III.

General Powers

The Trustee shall have all such power and is authorized to do all such acts, take all such proceedings and exercise all such rights and privileges in the management of the Trust as if it were an individual and the absolute owner thereof, but only in a fiduciary capacity and with the obligation to treat all current and future beneficiaries equitably, including, without limiting the generality of the terms, the following:

(a) Sell and Exchange

To grant, bargain, sell, convey, exchange, or convert any real or personal property, including options under recognized securities exchanges, and to comply with the terms of any buy-sell

agreement covering assets owned by the Trust or Trustors, which was entered into prior to Trustor's death;

(b) Lease

To lease for terms either within or beyond the duration of this Trust;

(c) Mineral Rights

To enter into oil, gas and other mineral leases on such terms as it may deem proper, and to enter into any pooling, unitization, repressurization, community and other types of agreements relating to the development, operation and conversion of mineral properties.

(d) Subdivide and Improve

To assign, partition, divide, subdivide and improve any properties;

(e) Loan and Invest

To loan, reloan, invest, and reinvest the Trust Estate or any part thereof.

(f) Vote Stock

To vote stock, give proxies, pay calls for assessments, sell or exercise stock subscription or conversion rights;

(g) Reorganizations

To participate in foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements, voting trusts, assent to corporate sales and other acts and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable;

(h) Nominee

To hold securities or other property in its own name or in the name of its nominee, without disclosing any fiduciary relation;

(i) Insurance

To hold securities or other property in its own name or in the name of its nominee, without disclosing any fiduciary relation;

(j) Borrow Money; Margin Account

To borrow money for any Trust purpose, hypothecate the Trust Estate or any part thereof and replace, renew and extend any encumbrance thereon, upon such terms, conditions and security as may be determined by the Trustee, to pay loans or other obligations of the Trust Estate, as the Trustee, in its discretion deems advisable; in addition, to buy, sell and trade in securities of any nature, including short sales, on margin accounts with brokers, and may pledge any securities held or purchased by it with such brokers as security for loans and issuances made to the Trustee. As used in this instrument, the term "Trust Purpose" shall include the power to encumber trust assets for the purpose of securing loans made payable to or for the benefit of Trustors and extended during either or both of their lifetimes;

(k) Commence or Defend Litigation

To commence or defend at the expense of any trust provided for in this Declaration such litigation with respect to any such trust or any property of the Trust estate as it may deem advisable;

(l) Compromise Claims

To compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claims in favor of or against any trust provided for in this Declaration;

(m) Other Powers

Subject to any limitations expressly set forth in this Declaration and the faithful performance of its fiduciary obligation, to do all such acts, take all such proceedings, and exercise all such rights and privileges as could be done, taken, or exercised by an absolute owner of the trust property.

Retention of Assets

The Trustee is expressly authorized to hold and retain any securities, properties, or other investments including shares of the Trustee or any affiliated or related corporation, and to continue to hold, manage and operate any property, business or enterprise received or acquired at any time hereunder, as long as in its discretion it elects to do so, to profits or losses therefrom if any, to inure to or be chargeable against the Trust Estate and not the Trustee. Such retention of assets shall also include the right to purchase or retain unproductive or underproductive property.

Investment Powers

(a) In investing, reinvesting, purchasing, acquiring, exchanging, and selling property for the benefit of this Trust, the Trustee shall exercise this judgment and care, under the circumstances then prevailing which men of prudence, discretion and intelligence exercise in the management of their own affairs not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standard, the Trustee is authorized to acquire every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, participation in any common trust fund administered by the Trustee, corporate obligations of every kind and stocks, preferred or common, which men of prudence, discretion and intelligence acquire for their own account.

(b) In the event that the successor Trustee is acting as Co-Trustee with the surviving Trustor, the surviving Trustor may direct the successor Trustee in all investments. If the surviving Trustor does not so direct, such Trustor, acting as Co-Trustee, shall approve in writing all sales and purchases of investments. If a loss is occasioned by the failure to dispose of stock as a result of the surviving Trustor's failure to approve as Co-Trustee, then the successor Co-Trustee is relieved of any liability as a result of the failure to dispose of said investment.

Facility of Payment

If at any time or from time to time any beneficiary entitled to receive income or principal hereunder shall be a minor, or an incompetent, the Trustee may make such payments, in its discretions, in any one of the following ways:

(a) Directly to such beneficiary;

(b) To the natural guardian or the legally appointed guardian, conservator or other fiduciary of the person or the estate of such beneficiary.

(c) To any person or organization furnishing care, support, maintenance, or education for such beneficiary.

Trustee's Advances

The Trustee may loan or advance its own funds for any Trust purpose to this Trust, said loans or advances to bear interest at the then current rate from date of advancement until paid and, together with interest, to constitute a first lien upon the entire Trust Estate until paid.

VII

ADMINISTRATIVE & GENERAL PROVISIONS

Effect of Trustee's Acts

(a) In the event that there are Co-Trustees other than Trustors of the Trust Estate, all of the Trustees must sign documents or checks, or do other acts that may bind the Trust Estate.

The intent of any beneficiary in principal or income of this Trust shall not be subject to claims of his or her creditors, or others, or liable to attachment, execution, or other process of law and no beneficiary shall have any right to encumber, hypothecate or alienate his or her interest in this Trust in any manner, except as provided for elsewhere herein.

Trustee shall not be required to make any accounting of the administration of Trust Estate to any Court or public authority unless Trustee elects otherwise absent such election, an accounting shall be made to the beneficiaries of the Trust or to the legal guardian or conservator of any beneficiaries who have not reached the age of majority or who have been declared incompetent, upon request, but no more often than annually.

Any and all property transferred to the Trust, whether community or separate shall retain its character.

Regarding survival of either Trustor, a Trustor shall be deemed not to survive if he or she dies within thirty days after the death of such Trustor; dies in a common disaster with such Trustor; or dies under such circumstances that it is difficult or impossible to determine which has died first.

VIII

RESIGNATION OR INCAPACITY OF TRUSTEE

Upon death, resignation or incapacity of husband Trustor, Janice Ann Lansing shall be appointed as Trustee, if death, resignation or incapacity of wife Trustor, Gregory P. Lansing shall be Trustee. If neither of the above are able or willing, then Helen Fijal shall act as Trustee.

Any individual Trustee may seek and obtain appointment of a Co-Trustee, such Co-Trustee is to be selected and appointed from a list of alternative Trustees. If any corporate or individual Trustee shall be appointed and acting hereunder, such Trustee may resign at any time giving sixty days written notice before such

resignation is to take effect (unless a shorter time is mutually agreed upon).

If individual Trustee is unable to actively participate in the administration of the Trust due to temporary illness or disability or absence from the state or its residence, the corporate Trustee may make all decisions regarding the Trust during such period. The individual Trustee shall incur no liability with respect to the corporate Trustee's administration of the Trust during such time. ("Temporary" shall mean a consecutive period of time no exceeding six months.)

If Trustees are unable to agree on any matter regarding the investment or re-investment of the Trust Estate, the decision of the individual Trustee shall govern.

IX

SUCCESSOR TRUSTEE

Any successor Trustee shall have no responsibility for the acts or omissions of any prior Trustee and no duty to audit or investigate the accounts or administration of any prior Trustee, nor, unless in writing is it required to do so by any person having a beneficial interest under this Trust, shall it have any duty to take action or obtain redress for breach of Trust. The surviving Trustor shall have full power and authority to remove the Trustee hereunder and to appoint a successor Trustee as to Trust A and C.

The surviving Trustor shall give written notice to the Trustee of such removal, a written appointment of the successor Trustee and its acceptance of the Trust in writing. After the death of the surviving Trustor, a majority of all of the adult beneficiaries, the guardians, conservators and other fiduciaries of the estate of any minor or incompetent beneficiaries, who may then be receiving or entitles to receive income hereunder, shall have the full power and authority at any time to remove the Trustee and appoint as successor Trustee any such corporation or national banking association.

Any corporation or national banking association acting as Trustee or Co-Trustee shall have custody of all monies and personal property coming into the possession of the Co-Trustee and shall keep the records and accounts of the Trust Estate, without a bond of the individual trustee or Co-Trustee. Any corporation or national banking association serving as Trustee, acting alone, may loan or advance its own funds for any Trust purpose and shall have a first lien upon the entire Trust Estate.

GOVERNING LAW

It is not intended that the laws of only one particular state shall necessarily govern all questions pertaining to all of the Trust hereunder. Rather:

(a) The validity of each Trust hereunder, as well as the validity of the particular provisions of that Trust, shall be governed by the laws of whatever State having any sufficient connection with such Trust will support such validity.

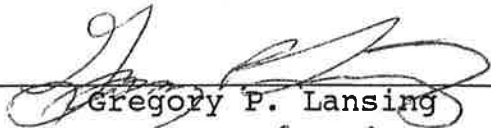
(b) The meaning and effect of the terms of this Trust instrument and of any other Trust instrument related hereto shall be governed by the laws of the state in which the initial Trust under that Trust instrument was created, that is, California, in the case of this instrument and such other state as may be designated in the governing instrument of any Trust receiving an appointment hereunder.

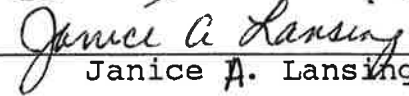
(c) The administration of each Trust hereunder shall be governed by the laws of the state in which that Trust is then being administered (based on the location of the principal office of the Trustee then having custody of that Trust's principal assets and records), which state's courts shall have exclusive jurisdiction over the administration of that Trust with respect to any period during which it was thus being administered in that estate.

The foregoing shall apply even though the sites of some Trust assets or the home of either Trustor, a Trustee, or a beneficiary may be at some time or times be elsewhere.

If any provision of this Trust Agreement shall be invalid or unenforceable, the remaining provisions thereof, shall nevertheless continue to be fully effective.

IN WITNESS WHEREOF, the Trustors have executed this Abstract of Trust on the 29th day of June, 1988.



Gregory P. Lansing


Janice A. Lansing

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 29th day of JUNE, 1988,
before me the undersigned, a Notary Public in and for said County
and State, residing therein, duly commissioned and sworn,
personally appeared Gregory P. Lansing and Janice Ann Lansing known
to me to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal in said County, the day and year in this
certificate first above written.



Mark Sanders
Notary Public in and for County
and State.

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GPLJAL
June 29, 1988 FAMILY TRUST AGREEMENT

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This Trust Agreement is entered into by and between Gregory P. Lansing and Janice Ann Lansing, husband and wife, as Trustors (hereinafter "Trustors") and Gregory P. Lansing, as Trustee (hereinafter "Trustee").

ARTICLE 1. TRUST PROPERTY

1.01 Transfer of Property: The Trustors have transferred and delivered or will transfer and deliver without consideration to the Trustee the property described in Schedule A (entitled "List of Property Transferred to Trust by Trustors") and Schedule D (entitled "List of Specific Gifts and Charitable Gifts") attached hereto. In addition, they will cause the Trustee to be designated beneficiary under any life insurance policies and employee benefit plans listed in Schedule B (entitled "List of Insurance Policies and Retirement Plans with Trust as Beneficiary") attached hereto. Additional property may be transferred to this Trust by the Trustee or any other person with the approval of the Trustee and the Trustors. Unless otherwise specifically provided by such other persons adding to the principal of this Trust, the Trustee shall allocate any such additions to any separate trust or trusts which may be created under this Trust Agreement notably on the basis of the market value of each separate trust at the date of such additions. The Trustee agrees to hold, administer and distribute any property or proceeds transferred and delivered or to be transferred and delivered to the Trustee (hereinafter sometimes referred to in the aggregate as the "Trust Estate"), whether or not described in Schedules A or B, as is hereinafter provided.

1.02 Transfers Between Schedules: Property may be transferred by Trustors, while living, from Schedule A to Schedule D or from Schedule D to Schedule A by notifying the Trustee of such transfer or transfers in writing.

1.03 Character of Property Transferred to Trust:

(a) It is the Trustors' intentions that all community property transferred to these Trusts and the proceeds thereof (called the "community estate") shall continue to retain its character as community property during the joint lifetime of the Trustors, subject to all the terms and conditions of this instrument, and that the Trustee shall have no more extensive power over any community property transferred to the trust estate than either of the Trustors would have had under the provisions of California statutes in force at any time, as amended, pertaining to their power as a spouse over community property had this Trust not been created, and this instrument shall be so interpreted to achieve this intention. This limitation shall terminate on the death of either Trustor. Similarly, it is the Trustors' intentions that all quasi-community property and separate property of either spouse and the proceeds thereof (called the "Separate Estate") shall retain its character during the joint lifetimes of the Trustors.

Notwithstanding the foregoing, the Trustee shall have the power to convey, encumber, or otherwise dispose of community or separate real and personal property held hereunder without the consent of either Trustor, whether or not either Trustor shall then be capable of giving such consent.

(b) The Trustee shall maintain Schedules A and B provided for under Section 1.01 above, and shall make all reasonable efforts to indicate therein whether each such property transferred to the Trust and listed therein, respectively, was the community property of the Trustors or the separate property of one of the Trustors.

ARTICLE 2. LIFE INSURANCE AND RETIREMENT BENEFIT PLANS

2.01. Trustee's Duties Before Death Occurs: The Trustee shall be under no duty to pay premiums, assessments or any other charge upon any policies not owned by the Trustee, or on any retirement plan benefits, or to keep itself informed with respect to the payment thereof, or to take any other action to keep policies or plans in force. If any such policies or retirement plan documents are delivered to the Trustee, the Trustee shall hold such policies and documents subject to the written order of the Trustors, or either of them, without obligation during the lifetime of the insured Trustor or the employee-Trustor.

2.02. Rights Reserved by Trustors: The Trustors shall have all the rights and powers granted in any of the life insurance policies where the death beneficiary is the Trust and where the beneficiary can be changed by either Trustor without the consent, participation or approval of the Trustee or any beneficiary of this Trust. Rights and powers shall include the following:

(a) To receive or apply dividends, distributive shares of surplus, disability benefits, premium refunds, proceeds of matured policies, or loan, surrender, or commuted values or any other sums due under any such policies or plans.

(b) To obtain and receive such advances or loans as may be available under any such policies or plans.

(c) Except that the Trustor, without the consent of the Trustee, shall not exercise any option whereby the proceeds of any such policies or plans would be payable to the Trustee other than in one lump sum, to exercise any options or privileges granted in any such policies or plans.

(d) To sell, assign, or pledge any such policies or the Trustor's interest in any such plans.

(e) To change the beneficiaries of any such policies or plans, subject to the condition that any change of beneficiary having the effect of making the proceeds of any such policies or plans payable to any beneficiary other than the Trustee, upon becoming effective with the issuing company or the trustee of such plan, shall revoke the Trust as to such policies or plans.

(f) To withdraw and cancel or surrender any such policies or the documents evidencing the interest in any such plans.

2.03. Policies Owned by Trustee: With respect to any policies owned by the Trustee, the Trustee may pay premiums, assessments or any other charge upon any such policies in order to keep them in force, and shall have all the rights of ownership in such policies.

2.04. Collection of Proceeds: Upon receipt by the Trustee of actual notice of the death of the insured Trustor (or Trustor upon whose death any proceeds from an employee benefit plan are payable to the Trust), the Trustee shall make claim or claims for and receive the proceeds of any policy or policies or retirement benefit plans in force and the value of any lapsed policies then subject to this Trust. The Trustee shall be under no duty to seek reimbursement from any source for any deduction from or charge against any such proceeds on account of any indebtedness against the proceeds. The Trustee shall have the power to execute and deliver receipts and other instruments, to

compromise, arbitrate or otherwise adjust any claims arising out of any such policies or plans, and to take such action, including litigation, as may in its discretion be necessary and proper for collection of any such proceeds. The expenses of collection shall be payable out of the Trust Estate; provided, however, that the Trustee shall not be obligated to take any action for collection unless and until it shall have been indemnified to its satisfaction against any loss, liability or expense, including reasonable attorney's fees.

2.05. Receipt of Trustee: No insurance company and no trustee or custodian of any employee benefit plan shall be under any duty to see to the performance of the terms of this Trust or to see to the application of any death benefits or other funds paid to the Trustee pursuant to any such policies or plans made payable to this Trust, and the receipt of the Trustee for any such payment shall be a full and complete acquittance to the company or the trustee or custodian of any such plan making such payment.

ARTICLE 3. POWER TO AMEND OR REVOKE

3.01. During Lifetime of Trustors:

(a) Return of Transferred Property and Accumulations Thereon: During the joint lifetime of Trustors, the community property previously transferred to or accumulated in the Trust may be withdrawn in whole or in part by an instrument in writing signed by either Trustor, and delivered to the Trustee and the other Trustor, and with respect to separate property similarly transferred or accumulated, such separate property, or the separate property which was the source of the accumulated funds, may be withdrawn in whole or in part by an instrument in writing signed by the Trustor who transferred such separate property. In the event of such revocation, the revoked portion of the community property shall be returned to both Trustors as their community property, and the separate property shall be returned to the revoking Trustor and shall continue to be his separate or quasi-community property as if the Trust had not been created.

(b) Amending or Revoking the Trust: The Trustors reserve the right to alter, amend or revoke this Trust in whole or in part at any time during the joint lifetimes of Trustors by an instrument (or instruments) in writing signed by both Trustors. Such written instrument may be signed by an Attorney-in-Fact appointed by a Trustor, acting in said Trustor's behalf, pursuant to a power of attorney executed by said Trustor.

(c) Effect of Amending or Revoking Trust On Other Transferor Trusts: The Trustor(s) and other persons may subsequent hereto establish trusts other than the herein trust, (hereinafter referred to as "Other Trusts"), which Other Trusts may transfer and distribute their respective trust estate, in whole or in part, to this Trust or to any separate trust or trusts which may be created under this Trust Agreement, to be held, administered, and distributed under the terms and provisions of this Trust Agreement. In amending or in terminating this Trust Agreement, consideration should be given to the effect any such amendment or termination may have on said Other Trusts.

3.02. After Death of One Trustor: From and after the death of the first Trustor to die, the surviving Trustor shall have the power to alter, amend or revoke Trust A (as hereinafter described) in whole or in part by an instrument in writing delivered to the Trustee, but Trust B (as hereinafter described) may not be altered, amended or revoked by any person with the exception of the exercise of the special power of appointment granted to the surviving Trustor by Section 6.04(d)(5), below. Trust A may not be altered, amended or revoked by any person after the deaths of both Trustors.

3.03. Effect of Change re Trustee: Any alteration, amendment or revocation shall take effect when and if the required writing is received by the Trustee, but any such alteration, amendment or revocation shall not affect any lawful act of the Trustee prior to receipt by the Trustee of the required writing. Notwithstanding the foregoing, the Trustee shall not be obligated to act under any alteration or amendment unless it accepts the same in writing.

ARTICLE 4. POWERS AND DUTIES OF TRUSTEE

4.01.(a) Generally:

To carry out the purposes of all Trusts created by this Trust Agreement, and subject to any limitations stated elsewhere herein, the Trustee is vested with all powers and discretions which are granted to or vested in the Trustee by this Agreement and also all powers and discretions which may be authorized to a Trustee by Section 1120.2 of the California Probate Code. In addition to, but not as a limitation, the Trustee shall have the power to do all such acts, take all such proceedings and exercise all such rights and privileges in the management of the Trust Estate as if it were an individual and the absolute owner thereof, including, without limiting the generality of the terms, the following:

(b) Investments:

The Trustee of each Trust established hereunder (including any Successor Trustee) shall have the continuing, absolute, discretionary power to deal with any property, real or personal, held in such Trust(s). Such power may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with such Trustee shall be required to inquire into the propriety of any of the actions of such Trustee. The Trustee shall not be limited to the type and character of investments in which the Trustee may invest the funds of this Trust, so long as the Trustee uses reasonable prudence and judgment in the selection of investments. The Trustee shall have the following general powers, in addition to, and not by way of limitation of, all powers now or subsequently provided by law:

1. To retain such property for any period, whether or not the same be of the character permissible for investments by fiduciaries under any applicable law, and without regard to any effect the retention may have upon the diversification of the investments.

2. To sell, transfer, exchange, convert, assign, partition, divide, subdivide and improve any properties or otherwise dispose of, or grant options with respect to any security or property, real or personal, held as part of the trust estate, at public or private sale, with or without security, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as the Trustee may deem advisable.

3. To invest and reinvest the Trust Estate or any part thereof in common stocks, preferred stocks, bonds, options, securities, mutual funds, money market funds, or other liquid asset funds maintained by brokerage houses and other financial institutions, in other property, real or personal, foreign or domestic, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and to do so without regard to the effect any such investment or reinvestment may have upon the diversity of the investments. This includes, but is not limited to, short sales, buying on margin, maintaining margin accounts and pledging any securities as security for loans and advances made to the Trustee.

4. To render liquid the Trust Estate or any trust created hereunder, in whole or in part at any time or from time to time, and hold cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable.

5. To lease any Trust property for terms either within or beyond the period fixed by statute for leases made by a Trustee and either within or beyond the duration of the Trust Estate or any Trust created hereunder.

6. To join in or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, liquidation, pooling agreement, consolidation, exchange, corporate sale or other act and, in connection therewith, to deposit any securities with and transfer title to any protective or other committee, depository or trustee under such terms as the Trustee may deem advisable, and to pay any and all fees, expenses and assessments incurred in connection therewith, and to charge the same to principal; to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges.

7. To vote stock in person at meetings of stock or security holders, or any adjournment of such meetings, or to vote by general or limited proxy with respect to any such shares of stock or other securities held by the Trustee.

8. To hold title to Trust assets in general, including securities, in its own name or in the name of a nominee without disclosing any fiduciary relation and without indicating the trust character of such holding, or in unregistered form, or in such form that title will pass by delivery.

9. To commence or defend, at the expense of the Trust Estate, such litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the Trust Estate, or any Trust created hereunder, against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages and to make any payments in connection therewith which the Trustee may deem advisable.

10. To borrow money for any purpose from any source including the Trustee or any other fiduciary at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property.

11. To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereon; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water rents, assessments, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal, and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and, except in the case of a trust for which the marital deduction is allowable in determining the federal estate tax payable by the deceased Trustor's estate, to advance any income of the Trust for the amortization of any mortgage on property held in the Trust.

12. To make distribution of the Trust Estate or of the principal of any trust created hereunder in kind, and to cause any share to be composed of cash, property or undivided fractional shares in property different in kind from any other share.

13. To execute and deliver any and all instruments in writing which are deemed advisable to carry out any of the Trustee's powers. No party to any such instrument in writing signed by the Trustee shall be obliged to inquire into its validity.

14. To invest any part or all of the principal of the Trust Estate in any common trust fund, legal or discretionary, which may be established and operated by and under the control of the Trustee.

15. To sell property to or purchase property from, and to borrow money from or lend money to either Trustor's estate, provided that any such transaction shall be made on an arm's length basis, at the fair market value or at such interest rate as the Trustee and personal representative of the probate estate determine to be proper. Said powers authorized herein may be exercised even though the Trustee and personal representative may be the same.

16. To make gifts of any real or personal property, tangible or intangible, consistent with a lifetime pattern established by the Trustors or to make such gifts in an amount not to exceed \$10,000.00 in value, per donee, for each Trustor during each calendar year.

17. To employ and compensate out of the principal or income or both, of the Trust Estate, agents, accountants, brokers, attorneys in fact, attorneys at law, tax specialists, realtors, investment counsel and other persons, partnerships or corporations, to employ and delegate as so provided without liability for any such neglect, omission, misconduct or default of any such agent, provided such agent was selected and retained with reasonable care, and in cases where real estate is located in another jurisdiction, the Trustee is authorized to obtain a correspondent trust fiduciary or other agent to hold such property.

18. Except as otherwise specifically provided hereunder, to determine all matters of Trust accounting in accordance with the provisions of the Principal and Income Law of the State of California from time to time existing, and if there is no provision therein, in accordance with generally accepted accounting principals in the Trustee's discretion.

19. To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this Agreement; after the Trust is funded to prepare all necessary fiduciary income tax returns; to make all necessary and appropriate elections in connection therewith in its discretion (including selection of fiscal years), even if an election has the effect of favoring one beneficiary or set of beneficiaries to the apparent disadvantage of another.

20. To hold the assets of any two or more Trusts or parts of such Trusts created under this Agreement, or under this Agreement and any other instrument if the Trust provisions are substantially similar, as an undivided whole, without separation as between the assets of such trusts or part of such trusts except when required for distribution and when subsequent provisions specifically provide to the contrary, provided that such separate Trusts or part of such Trusts shall have undivided interests in such assets and provided further that no such holding shall defer the vesting of any estate in possession or otherwise.

21. To make distributions in kind, in money, or partly in each without requiring pro rata distributions of specific assets, at fair market value as determined by the Trustee on the effective date of distribution.

22. To enter into oil, gas and other mineral leases, on such terms as it may deem proper, and to enter into any pooling, unitization, repressurization, community and other types of agreements relating to the development, operation and conservation of mineral properties.

23. To procure and carry at the expense of the Trust Estate insurance of such kind and in such form and amount as the Trustee deems advisable to protect the Trustee and the Trust Estate against any hazard and to insure the life or lives of any beneficiary that the Trustee, in its discretion, believes is necessary to fulfill the purposes of this Trust.

(c) Closely Held Business Interests In Trust:

At the direction of the personal representative of a deceased Trustor's probate estate, if any, if necessary to qualify under Section 6166 of the Internal Revenue Code, as from time to time amended, for deferred payment of estate taxes, the Trustee shall transfer to the probate estate any interest in a closely held business, whether in stock, partnership, property interest or any other security or form.

(d) United States Treasury Bonds:

To the extent that there are U.S. Government Bonds in the Trust Estate, or in any separate trust or trusts which are created under this Trust Agreement, that may be used to satisfy the federal estate tax obligation on its face value basis, the Trustee is directed to use such bonds (or in the case of community property, the decedent's community property interest) to satisfy such estate tax liability.

(e) Other Trustee Provisions:

(1) If this Trust or any separate trust which is created under this Trust Agreement is a member of a partnership, the Trustee shall be entitled to accept, with respect to such partnership interest, any accounting methods used by the partnership, regardless of whether such methods shall include depreciation reserves, regardless of the assumptions on which any such reserve may be based, and regardless of whether such accounting methods are inconsistent with those methods used by the Trustee with respect to other property of the Trust Estate.

(2) If the trust share held for any beneficiary who is over age twenty-one (21) years has a total value at the end of any calendar year of less than TEN THOUSAND DOLLARS (\$10,000.00), the Trustee, in the Trustee's discretion, may distribute the entire principal of that beneficiary's trust to that beneficiary and may terminate that trust.

4.02. Trustors' Investment Rights:

Trustors do not reserve the right specifically to approve or disapprove of each and every Trust investment purchase or sale before it is made; however, the Trustors do reserve the right to elect, at any time and from time to time, to advise the Trustee and to direct the Trustee as to any investments the Trustors deem advisable for the Trustee to purchase or sell. Should the Trustors elect to exercise Trustors' right to advise or direct the Trustee to purchase or to sell any investment, the Trustors shall do so in writing; or, if that is not practical, the Trustors shall, as soon thereafter as is practical, approve of such purchase or sale in writing, as requested or required by the Trustee. The Trustee is hereby specifically relieved of all liability for loss which may be occasioned by the purchase or sale of any asset of the Trust Estate when the Trustee has been directed or advised to make such purchase or sale by the Trustors, except for willful default or gross neglect; provided, however, that this Section shall not apply after the death of the surviving Trustor or during such time as both Trustors are deemed incompetent or disabled under the terms of this Agreement.

4.03. Sub-Chapter 'S' Corporations:

(a) If at the time of the surviving Trustor's death, the surviving Trustor shall hold any stock in a corporation that has continued its election to be taxed under Sections 1371 through 1379 of the Internal Revenue Code of 1954, as amended, then the Trustee may, in the Trustee's sole discretion, within sixty (60) days of the date of the surviving Trustor's death, affirmatively refuse to consent to the continuation of such election and the determination of the Trustee shall be binding on all persons having any interest under this Trust.

(b) The Trustee is authorized, in the Trustee's sole discretion, to cause any corporation whose shares are being held as an asset of the Trust Estate to be taxed pursuant to the provisions of Sections 1371 through 1379 of the Internal Revenue Code of 1954, as amended.

4.04. Disposition of Business Interests:

If, at any time the Trustee is the owner of any business, whether as a sole proprietor or holder of a majority interest in a partnership or holder of a majority of the outstanding stock of a corporation, including stock of a professional corporation, the Trustee shall complete the terms of any Agreement concerning the sale or disposition of any such business that may be in existence. In the event there is no such Agreement, the Trustee may continue such business (provided such is not contrary to law, i.e., the corporate purposes are changed if the business is a professional corporation) so long as the

Trustee shall deem it to the best interests of the beneficiaries and to exercise all powers with respect to such business which the Trustors could exercise as owners. This shall include, but not by way of limitation, the power to sell or liquidate said business at such price and upon such terms as the Trustee shall consider proper, to name or change officers, directors or employees, and the power to expand, limit, alter, incorporate, merge or reconstitute such business in any way the Trustee deems advisable. In the absence of actual notice to the contrary, the Trustee may accept as correct financial or other statements rendered by the managers of the business from time to time as to its conditions and operations. If such business is retained or continued by the Trustee, the Trustee shall receive such compensation in addition to that to which the Trustee would otherwise be entitled as Trustee as will reasonably compensate the Trustee for the Trustee's additional services in the management and operation of such business, and the Trustee shall in no way be liable for any loss resulting from such retention or continuance or from the operation of such business or the acts of such business, except where such loss is a result of the Trustee's misconduct or gross negligence.

4.05. Flower Bonds:

(a) At all times during the Trustors' lifetimes, whether or not either Trustor is then disabled or incompetent and without regard to any other provisions of this Agreement, the Trustee hereunder is authorized, in the Trustee's sole and uncontrolled discretion, to purchase and retain as assets of this Trust, United States of America Treasury Bonds which may be redeemed at par in payment of federal estate taxes, to borrow funds from any Trustee or from others for the purpose of purchasing such bonds; and to secure any such borrowing by pledge of bonds so purchased, by pledge of any other Trust assets, and/or by any other security arrangement which the Trustee determines to be feasible. Such borrowing shall bear interest at such rate, if any, as the Trustee agrees with the lender, even if one or more Trustee(s) hereunder is the lender. The Trustee is requested to resolve doubts concerning the exercise of this discretion in favor of such exercise and to overestimate rather than underestimate the amount of bonds to be purchased, should it at any time appear that either Trustor is seriously ill. The Trustee shall not be liable to any beneficiary hereunder because such an investment by the Trust is deemed an imprudent investment under applicable law.

(b) The Trustee shall be required to: (1) redeem, in payment of the deceased Trustor's federal estate tax (excluding deficiencies which the Trustee has no reason whatsoever to expect might be assessed), or (2) transfer to the deceased Trustor's probate estate for such redemption all bonds issued by the United States Treasury Department owned by the Trust at the time of the deceased Trustor's death which may be redeemed at their par value plus accrued interest thereon for payment of such taxes, but only to the extent that such tax is not properly paid by the redemption of those kinds of bonds owned at the time of the deceased Trustor's death by some other Trust or Trusts (and then only to the extent that the governing instrument and any exercises of powers of appointment require such redemption). The Trustee may rely on whatever evidence of the amount and propriety of such taxes, expenses and debts which the Trustee deems expedient to thus pay or provide, as the Trustee, in the Trustee's reasonable judgment, believes appropriate under the circumstances.

ARTICLE 5. TRUSTEESHIP

5.01. Resignation: Any Trustee may resign at any time upon giving written notice thirty (30) days before such resignation shall take effect, to the then adult beneficiaries and to the guardians, conservators or other fiduciaries of the estates of any minor or incompetent beneficiaries who may then be receiving or may be entitled to receive income hereunder. If no Successor Trustee is named in this Trust Agreement, then those to whom such notice of resignation must be given shall designate a Successor Trustee by giving written notice to the resigning Trustee. In the event a Successor Trustee shall not be so designated by a majority of the designating beneficiaries or fiduciaries, the resigning Trustee shall have the right to appoint a Successor Trustee, or the resigning Trustee or any such beneficiary of this Trust may secure the appointment of a Successor Trustee by a court of competent jurisdiction, at the expense of the Trust Estate.

5.02. Successor Trustee: In the event of the death, inability or unwillingness of Gregory P. Lansing to act as Trustee, then Janice Ann Lansing shall be the Successor Trustee. In the event of the death, inability or unwillingness of Janice Ann Lansing to act as Successor Trustee, then Helen Fijal Janice Lansing's mother shall serve as the Second Successor Trustee. If no subsequent Successor Trustee(s) is named herein, then a majority of the adult beneficiaries or fiduciaries as described in Section 5.01 shall designate a Successor Trustee by giving written notice to all other beneficiaries or fiduciaries and to the prior Trustee or his estate or guardians.

5.03. Definition of Inability: The determination of inability of an individual to continue to serve as Trustee shall be made upon a certificate or statement to that effect from two licensed physicians who have examined the individual, and the Successor Trustee or Trustees shall assume the trusteeship hereunder at that time.

5.04. Removal of Trustee: A majority of the adult beneficiaries or fiduciaries as described in Section 5.01 may remove any Trustee acting under the terms of this Trust Agreement, except a Trustor who is serving as Trustee, and may designate any person or corporation as Successor Trustee even though the designated person or corporation has not been designated by Trustors as a Successor Trustee. Removal shall be effected by giving written notice to the Trustee being removed and to the named Successor Trustee.

5.05. Transfer of Assets and Responsibilities: The resigning, removed, or prior Trustee or his legal representative, shall transfer and deliver to the Successor Trustee the entire Trust Estate and the resigning, removed or prior Trustee shall thereupon be discharged as Trustee of this Trust and shall have no further powers, discretions, rights, obligations or duties with reference to the Trust Estate, and all such powers, discretions, rights, obligations and duties of the resigning Trustee shall inure to and be binding upon such Successor Trustee. Successor Trustees are fully authorized to accept the Trusteeship under this Trust of the Trust Estate as it is then constituted, and shall have no duty or liability relative to any accounting, acts or omissions as regards to any prior Trustee acting hereunder. The term "Trustee", as used in this Trust Agreement, shall be construed to include any corporate or any individual Trustee or Successor Trustee, as the context may require.

5.06. Trustee's Bond: No bond shall be required of any person named in this instrument as Trustee, or of any person appointed as the Trustee in the manner specified herein, either acting individually or jointly, for the faithful performance of his or her or their duties as Trustee or trustees.

5.07. Trustee's Compensation: No compensation shall be paid for the services of either Trustor, but any other successor individual Trustee shall be entitled to fair and reasonable compensation from the Trust Estate for services rendered as Trustee. For its services as Trustee, any corporate Trustee shall receive a reasonable compensation, in accordance with its then applicable fee schedule.

5.08. Definition of Beneficiary and Majority: In this Article 5, "beneficiary" shall mean any beneficiary then eligible to receive current income. If any beneficiary is a minor or incapacitated, irrespective of whether legally so adjudicated, then the guardian, conservator or person with whom the beneficiary resides shall act for the beneficiary for all purpose in this Article 5. In this Article 5, "majority" shall mean more than one-half (1/2).

5.09. Definition of Notice: Any reference to "notice" through this Trust Agreement shall be in writing and shall either be personally delivered or mailed with postage prepaid in a manner reasonably designed to communicate the information contemplated.

5.10. Disputes Between Trustees: In the case of a dispute, deadlock or difference of opinion between an individual Trustee and a corporate Trustee on a question of joint discretion, the determination of the individual Trustee shall be binding upon the corporate trustee, but the corporate trustee shall bear no liability or accountability for any act or transaction entered into as a result of the enforcement of the individual Trustee's privilege if it shall have dissented in writing in advance of such act or transaction. During the life of the surviving Trustor, his or her decisions shall absolutely control on all questions of joint discretion.

5.11. Special Authority to Husband and/or Wife as Co-Trustees: Either Trustor acting as Co-Trustee during their joint lifetimes may, on either one's separate direction and signature, negotiate securities and bank or savings accounts and deal with the entire Trust Estate and its assets, including any real property. Any third party dealing with the Trust may rely upon this singular authority without any further evidence.

ARTICLE 6. DISTRIBUTION OF INCOME AND PRINCIPAL

6.01. During the Joint Lifetimes of Trustors:

(a) Income: So long as both Trustors are living, the Trustee shall pay to or apply for the use or benefit of the Trustors the entire net income of the community property, and shall in a similar manner pay to or apply for the use or benefit of each Trustor the entire net income from any separate property held for each Trustor, in monthly or other convenient installments, not less frequently than annually.

(b) Withdrawal of Principal and Accumulations: At the written request of the Trustors, the Trustee shall pay to the Trustors so much of the principal of the community property transferred or accumulated as shall be so requested. At the written request of any Trustor who transferred separate property held in this Trust, the Trustee shall pay to him so much of the principal or accumulated separate property as he shall request. The property distributed shall retain its community or separate nature.

(c) Invasion of Principal: If at any time either Trustor shall, in the opinion of the Trustee, be incompetent or shall for any other reason be unable to act on his own behalf, the Trustee may, in its sole discretion, pay to or apply for the use or benefit of such Trustor such amounts of the principal of the Trust Estate, up to the whole of such Trustor's interest in the community and in his separate property and accumulations thereon, as the Trustee may from time to time deem necessary or advisable for such Trustor's use and benefit.

6.02. Upon the Death of One Trustor Survived by the Other Trustor:

(a) Payment of Debts, Funeral Expenses, Taxes: The Trustee, in its sole discretion, may pay out of the principal of the Trust Estate, unless other adequate provision shall have been made therefor, the last illness and funeral expenses of the deceased Trustor, attorney's fees and other costs incurred in administering such Trustor's probate estate, all bona fide debts of such Trustor, and any estate or inheritance taxes (including interest and penalties thereon) arising by reason of such Trustor's death. However, the Trustee shall not pay such debts, taxes or expenses from funds or the proceeds received by it from employee benefit plans or from life and accident insurance which have been paid to the Trustee because of the death of the Trustor. The Trustee may make such payments to the executor or administrator of the deceased Trustor's estate. Any tax on generation-skipping transfers levied or assessed under Chapter 13 of the Internal Revenue Code, including any amendments thereto, shall be borne by the property so transferred and not by the general Trust Estate; and debts of the decedent, last illness and funeral expenses, and expenses of administration, to the extent paid from the Trust Estate, shall be charged one-half (1/2) to Trust A and one-half (1/2) to Trust B. However, if such allocation would cause the separate property of the surviving Trustor, or the marital deduction share allocated to Trust A, to be charged with any portion of such debts and expenses of the decedent, that portion of the debts and expenses shall be charged instead to Trust B. All estate and inheritance taxes payable hereunder from the Trust Estate shall be charged to Trust B.

(b) Division into Two Trusts: Upon the death of either Trustor survived by the other Trustor, or upon the date on which the gross estate of the predeceased Trustor is valued pursuant to Internal Revenue Code Section 2032, as from time to time amended, whichever is later, there shall be distributed to the charitable beneficiary or beneficiaries named in Schedule D, attached hereto, that property listed on said Schedule D. The Trustee shall then divide the Trust Estate, including any additions made by the Will of the predeceased Trustor or by any life insurance or retirement benefit plan proceeds, into two shares. The shares shall be designated Trust A and Trust B, each of which shall constitute and be held, administered and distributed by the Trustee as a separate Trust.

(1) Trust A shall consist of the following:

(aa) The surviving Trustor's share of the community property comprising the Trust Estate, including that received by the Trustee upon or by reason of the death of such Trustor.

(bb) The surviving Trustor's separate property (including quasi-community property), if any, held in the Trust Estate, including any proceeds from life insurance or employee benefit plans owned by the surviving Trustor.

(cc) Out of the other assets subject to the terms of this Trust which are eligible to satisfy the marital deduction, a sum that will equal the maximum marital deduction allowable for federal estate tax purposes, reduced by the final federal estate values of all other property interests that pass or have passed to the surviving Trustor, under other provisions of this Trust Agreement or otherwise, and that qualify for the marital deduction, and further reduced by the amount, if any, needed to increase the taxable estate of the predeceased Trustor to the largest amount which, after excluding generation-skipping transfers pursuant to Section 2602(c)(5)(A) of the Internal Revenue Code of 1954 and any amendments thereto, and after allowing for the unified credit that has not been claimed by said pre-deceased Trustor for transfers made during the life of said Trustor and any other allowable credits, will not result in a federal estate tax being imposed on the estate of said Trustor. (In determining the amount of this gift, final federal estate tax values shall control; and account shall not be taken of any item not deductible for estate tax purposes because claimed for income tax purposes, nor shall account be taken for (a) death taxes paid in the estate of one whose death occurs after the death of the predeceased Trustor or for (b) any state death tax unless at least some such tax would be payable to the state regardless of the federal credit.) The Trustee shall satisfy this amount in cash or in kind, or partly in each, with assets eligible for the marital deduction. Assets allocated in kind shall be deemed to

satisfy this amount on the basis of their values at the date or dates of distribution to Trust A. In selecting assets to satisfy this amount, the Trustee shall have absolute discretion as to the consideration to be given to the income tax bases of each asset involved in the selection. Nothing in this Section shall be construed as limiting the discretion of the Trustee in making an election for federal estate tax purposes between valuation of the estate of the predeceased Trustor on the date of death of said Trustor or valuation on an alternate date.

(2) Trust B shall consist of the balance of the Trust Estate. Trust B shall also include:

(a) Property not subject to federal estate tax;

(b) Property not generally eligible for the marital deduction under Internal Revenue Code Section 2056, as from time to time amended; and

(c) Any property which has been disclaimed by the surviving spouse in accordance with the provisions of Section 7.02, below.

(3) Notwithstanding the provisions of (1) and (2) above, if the surviving Trustor is the insured on any life insurance policies of which the surviving Trustor or the Trustee is the designated beneficiary, and the deceased Trustor was at the time of his death owner of all or any portion of any such policy, and such ownership interest or any portion thereof has passed to the Trustee hereunder, then the Trustee shall allocate such policy or portion thereof which it owns to the Separate Insurance Trust to be held, administered and distributed in accordance with the powers and duties of the Special Trustee, more particularly as follows:

The Special Trustee is authorized to continue to hold as part of the Separate Insurance Trust established under this instrument all such insurance policies. Helen Fijal shall act as Special Trustee and shall hold all rights, options and privileges conferred upon the owners by the terms of the policies including but not limited to the right to change the beneficiary designation thereof, to hypothecate the policy and to borrow funds from the agency. If Helen Fijal shall be unable or unwilling to exercise the powers conferred on the owner of any policy as provided in this paragraph, Mark Sanders shall serve as successor Special Trustee and shall exercise those powers. The Special Trustee and the successor Special Trustee shall hold the powers in trust and shall designate this Separate Insurance Trust as beneficiary of all such policies. While the insured Trustee shall act as trustee under this instrument, he shall

execute any documents necessary or appropriate to implement the actions taken by the Special Trustee or the successor special Trustee on the request of any insurance company. The Trustee shall charge all premiums on policies that the Special Trustee or the successor Special Trustee shall elect to continue in force from time to time equally against the income of each trust in to which the trust estate shall be divided, or, if the income thereof shall be insufficient, to the principal thereof. The responsibilities of the Special Trustee shall be limited to the exercise of powers under this subsection 6.02(b)(3) and shall not be concerned with any other aspects of trust administration.

(c) Effect of Election by Surviving Trustor: The assets remaining in Trust A and Trust B shall be held, administered and distributed pursuant to all of the provisions of this Trust Agreement, even though the surviving Trustor shall elect to receive outright his community or quasi-community property share of the property disposed of by the deceased Trustor's Will, irrespective of the terms of the deceased Trustor's Will.

(d) Income, Withdrawal of Principal and Invasion of Principal: During the period between the death of the first Trustor to die until the division of the Trust Estate pursuant to Section 6.02(b), the distribution of income, and withdrawal and invasion of principal shall be made pursuant to Section 6.03 from property to be transferred to Trust A without segregation or separation of such property.

6.03. Distribution of Income and Principal of Trust A:

(a) During the Lifetime of Surviving Trustor:

(1) Income: During the lifetime of the surviving Trustor, the Trustee shall pay to or apply for the use or benefit of the surviving Trustor, in monthly or other convenient installments, not less frequently than annually, the entire net income of Trust A.

(2) Withdrawal of Principal: In addition, the surviving Trustor shall have the right to withdraw all or any part of Trust A at any time or times. Such withdrawals shall be made by written request filed with the Trustee.

(3) Invasion of Principal: If at any time the surviving Trustor shall, in the opinion of the Trustee, be incompetent or shall for any other reason be unable to act on his own behalf, the Trustee may, in its sole discretion, pay to or apply for the use or benefit of such Trustor such amounts of the principal of Trust A, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable for his use and benefit.

(b) Upon the Death of Surviving Trustor:

(1) General Power of Appointment: On the death of the surviving Trustor, or on the date on which the gross estate of decedent Trustor is valued pursuant to Internal Revenue Code Section 2032, as from time to time amended, whichever is later, the Trustee shall distribute the balance then remaining, if any, of Trust A (including both principal and any accrued or undistributed income) to such one or more persons or entities, including the surviving Trustor's own estate, his creditors or the creditors of his estate, on such terms and conditions, either outright or in trust, as the surviving Trustor shall appoint by his valid last Will or Codicil thereto, specifically referring to and exercising this general power of appointment.

(2) Payment of Debts, Funeral Expenses, Taxes: The Trustee, in its sole discretion, may, unless other adequate provision shall have been made therefor, pay out of the principal of Trust A, to the extent such assets are not effectively appointed under the aforesaid general power of appointment, the last illness and funeral expenses of the surviving Trustor, attorney's fees and other costs incurred in administering the surviving Trustor's probate estate, all bona fide debts of the surviving Trustor and any estate or inheritance taxes (including interest and penalties) arising by reason of the surviving Trustor's death. However, the Trustee shall not pay such debts, taxes or expenses from funds or the proceeds received by it from employee benefit plans or from life and accident insurance which have been paid to the Trustee because of the death of the surviving Trustor. The Trustee may make such payments to the executor or administrator of the surviving Trustor's estate.

(3) In Absence of Appointment: Any of Trust A not effectively appointed by the surviving Trustor in the above manner shall be added to and commingled with Trust B, to be held, administered and distributed as though originally a part thereof.

6.04. Distribution of Income and Principal of Trust B:

(a) Income: During the lifetime of the surviving Trustor, the Trustee shall pay to or apply for the use or benefit of the surviving Trustor, in monthly or other convenient installments, not less frequently than annually, the entire net income of Trust B.

(CL=IF NO 5 & 5 POWER, REPLACE FOREGOING FOLLOWING 6.04(b)(1) THRU (4) WITH CP604BNO.AEF)

(b) Invasion of Principal:

(1) The Trustee shall distribute to or apply for the use or benefit of the surviving Trustor such amounts of the principal of Trust B as the surviving Trustor may direct in December of each calendar year, not exceeding in any calendar year the greater of the following amounts: Five Thousand Dollars (\$5,000.00) or Five Percent (5%) of the value of the principal of Trust B, determined as of the end of the calendar year. The surviving Trustor shall exercise such power each calendar year by serving written notice during December of each such year on the Trustee of the amount to be so withdrawn. This right of withdrawal is noncumulative, so that if the surviving Trustor does not withdraw, during the December of any calendar year, the full amount entitled under this provision, the right to withdraw the amount not withdrawn shall lapse at the end of the calendar year.

(2) In addition to the foregoing distributions, any Trustee other than the surviving Trustor shall distribute to or for the benefit of the surviving Trustor such amount of the principal of Trust B as in the sole discretion of such Trustee is deemed necessary for the care, support and maintenance of the surviving Trustor, after taking into consideration any other income or resources of the surviving Trustor known to the Trustee, provided however, that no distribution under this Section 6.04(b)(2) to the surviving Trustor of the principal of Trust B shall be made until the entire principal of Trust A has been exhausted.

(3) In addition to the foregoing distributions, any Trustee other than the surviving Trustor shall distribute to or apply for the benefit of Trustors' children or child of a deceased child of Trustors such amount of the principal of Trust B as in the sole discretion of the Trustee is deemed necessary for the proper support, care, maintenance, and education of such children after taking into consideration, to the extent the Trustee shall deem advisable, any other income or resources of such children known to the Trustee, provided, however, that in exercising this discretionary power to invade principal for such children, the Trustee shall be mindful of the fact that Trustors' primary concern in establishing these Trusts is to benefit Trustors, and the interest of others in these Trusts are subordinate to Trustors. Any payment or application of benefits to or for any of Trustors' children or the child of a deceased child of Trustors pursuant to this Section 6.04(b)(3) shall be charged against the Trust Estate as a whole rather than the ultimate distributive share of the child to whom or for whose benefit the payment is made.

(4) Notwithstanding anything to the contrary in this Section 6.04(b), if at any time or times the surviving

Trustor is, by reason of physical or mental infirmity, a patient in any long term health related facility and would, in the absence of the existence of this Trust B, be entitled to Medicare, Medicaid, Medi-Cal or other governmental assistance for the furnishing of the medical needs of the surviving Trustor, the Trustee shall not during such time or times, distribute any principal to or for the benefit or use of the surviving Trustor other than for the purpose of providing such medical or medically related expenses and such minor luxury items as are not provided by such assistance program, and no distributions may be made for any other medical or medically related expenses of said surviving Trustor.

It is the Trustors' intentions that whenever governmental assistance for health or medical care is otherwise available to such surviving Trustor that the principal of this Trust B shall not be utilized for expenses covered by such assistance.

(c) Payments on the Death of Surviving Trustor: Upon the death of the surviving Trustor, the Trustee may, in its sole discretion, pay out of the principal of Trust B the last illness and funeral expenses of the surviving Trustor, attorney's fees and other costs of administering such Trustor's probate estate, all bona fide debts of such Trustor, and any estate and inheritance taxes (including interest and penalties thereon) arising by reason of such Trustor's death, but only to the extent they are not paid under the provisions of Section 6.03(b) above, or from other sources. However, the Trustee shall not pay any such debts, taxes or expenses from funds or the proceeds received by it from employee benefit plans or from life and accident insurance which is paid to the Trust because of the death of the surviving Trustor. The Trustee may make such payments to the executor or administrator of the surviving Trustor's estate.

(d) Disposition of Trust Estate After Both Trustors' Deaths: During the period between the last Trustor's death and distribution of the Trust Estate as provided in the next sentence, income from the Trust Estate shall be paid out as required in the following subparagraphs without being segregated and separated from the Trust Estate. After both Trustors' deaths, or on the date on which the gross estate of the last Trustor to die is valued pursuant to Internal Revenue Code Section 2032, as from time to time amended, whichever is later, the Trustee shall hold, administer, and distribute the balance of Trust B, and any portion of Trust A not disposed of, as provided above, as follows:

(1) So long as any of Trustors' children are living who are under age twenty-one (21), the Trustee shall pay to or apply for their benefit, including those age twenty-one (21) or older, as much of the net income and principal of the Trust as the Trustee in its discretion deems necessary for their proper support, care, maintenance, and education, after taking into consideration, as the Trustee shall deem advisable, any other income or resources of the children known to the Trustee. In addition, the Trustee, may if it deems advisable, apply net income and principal of the Trust for the support of the issue and surviving spouse of any deceased Trustors' child. Any net income not distributed shall be accumulated and added to principal. In exercising such discretions, the Trustee may pay or apply more for some beneficiaries than others and may exclude one or more beneficiaries from such benefits if the Trustee shall deem this necessary or appropriate in the light of the circumstances, the size of the Trust Estate, and the probable future needs of the beneficiaries. Any payment or application of benefits pursuant to this subparagraph shall be charged against the Trust Estate as a whole rather than against the ultimate distributive share of a beneficiary to whom or for whose benefit the payment is made.

(2) When no Trustors' child is living who is under age twenty-one (21), the Trustee shall divide the Trust Estate into as many equal shares as there are Trustors' children then living and Trustors' children then deceased leaving issue then living. The Trustee shall allocate one (1) such equal share to each living child of Trustors and one (1) such equal share to each group composed of the living issue of a deceased child of Trustors. Except as otherwise specifically provided for to the contrary by the surviving Trustor, pursuant to Section 6.04(d)(5), below, the Trustee, in satisfying such equal allocations, may, in his absolute discretion, partition and allot the Trust Estate, pro rata or otherwise, in kind, including undivided interests in said Trust Estate or any part of it, or partly in cash and partly in kind, or entirely in cash. The Trustee shall have absolute discretion to select property to be allocated to any trust or share created hereby without regard to the income tax basis of such property and without regard to the potential income tax consequences to the said distributees; provided however, that the Trustee shall not exercise this discretion in a manner that will result in the loss of, or decrease in, any charitable deductions otherwise allowable in determining the federal estate tax. Each such share shall be distributed, or retained in trust, as hereafter provided.

(aa) Each share allocated to a group composed of the living issue of a deceased Trustors' child shall be distributed to such issue or to the issue's legal guardian for the benefit of such issue, by right of representation, free of trust.

(bb) Each share allocated to a living child of Trustors shall be retained and administered by the Trustee in a separate trust as follows:

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

(ii) When the child attains age twenty five years the Trustee shall distribute to the child one-half (1/2) of the principal of the child's share as then constituted. When the child attains age twenty eight years the Trustee shall distribute to the child the undistributed balance of that child's share. If the child has already attained age twenty five years or twenty eight years at the time the Trust Estate is divided into separate shares pursuant to this subparagraph (2), the Trustee shall, upon making the division, distribute to the child one-half (1/2) or all of that child's share, respectively.

(iii) If a child of Trustors dies before becoming entitled to receive distribution of his entire Trust, the undistributed balance of that child's trust shall thereupon be distributed free of trust to his then living issue, or to the issue's legal guardian for the benefit of such issue, by right of representation. If there is no living issue of that child at that time, then the balance shall be distributed to the Trustor's issue who are living at that time, by right of representation. However, if a part of that balance would otherwise be distributed to a person for whose benefit a trust is then being administered under this Trust Agreement, that part shall instead be added to that trust and shall thereafter be administered according to its terms, except that, in the case of any trust that has been partially distributed because of a beneficiary's attainment of a designated age, any addition shall augment proportionally the distributed and the undistributed portions of the trust.

(3) If at the time of the death of the surviving Trustor, or at any later time before full distribution of the Trust Estate, the issue of the Trustors, as defined in the Wills they have or will execute or if no Will is available as defined by California law, are deceased and no other disposition of the

property is directed by this Trust, the Trust Estate or the portion of it then remaining shall thereupon be distributed to those persons named on Schedule C (entitled "List of Contingent Beneficiaries (In the Event Trustors' Children Fail to Survive Surviving Trustor)"). If no Schedule C is attached hereto, if such Schedule is blank, if the persons named on that Schedule are deceased, or if the disposition included thereon cannot be made, then one-half (1/2) of the Trust Estate or one-half (1/2) of any portion then remaining shall thereupon be distributed to those persons who would then be the heirs of the survivor Trustor, their identities and respective shares to be determined as though his death had then occurred and in accordance with the laws of the State of California then in effect relating to the succession of separate property not acquired from a predeceased spouse. The other one-half (1/2) of the Trust Estate or one-half (1/2) of the portion then remaining shall be distributed to the predeceasing Trustor's heirs in a similar manner.

(4) Whenever provision is made in this Article 6 for payment of the "education" of a beneficiary, the term "education" shall be construed to include trade school, secondary school, college and postgraduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice. In determining payments to be made for such college or postgraduate education, the Trustee shall take into consideration the beneficiary's related living and travel expenses to the extent that they are reasonable. Moreover, the term "maintenance" shall include funds required to buy or build a home, enter a business or profession, or travel, whenever appropriate and reasonable, in the Trustee's sole discretion.

(5) The surviving Trustor shall have the power, by specific reference thereto in his valid last Will, to direct the Trustee to alter the foregoing division of Trust B among the descendants of the predeceased Trustor, in such manner and in such unequal proportions as the surviving Trustor shall see fit.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.01. Trustors' Home: If any home occupied by the Trustors as their principal residence is transferred to the Trustee herein, the Trustee shall allow the Trustor or Trustors, if both are living, to use and occupy such home as their residence without payment of rent therefor during their lifetimes or so long as they continue to so occupy such home, and, during such occupancy, the Trustee shall pay from the income or principal of the Trust Estate, in its discretion, any taxes, assessments, fire and casualty insurance premiums, maintenance costs, ordinary repairs and replacements, and reasonable improvements for such home. With the written consent of both Trustors, or one Trustor, if the other Trustor is no longer living, or when they cease to

occupy such home, the Trustee may sell such home, and, upon the written consent of the same Trustor or Trustors, the proceeds of such sale may be used by the Trustee to purchase, acquire or build a substantially similar home, taking title in the name of the Trustee and allowing such Trustors to occupy such home on the terms previously set out in this Section. If Trustors do not request acquisition of another home, the Trustee shall invest the proceeds of any such sale and shall administer and distribute the income and principal of such funds under the terms of this Trust, exclusive of this Section. The word "home", as used in this Section, shall mean the home originally transferred to or distributed to the Trustee and any other home acquired in lieu thereof.

7.02. Disclaimer:

(a) Interest in Trust A: If the surviving Trustor disclaims, pursuant to Internal Revenue Code Section 2518, as from time to time amended, any interest passing from the predeceased Trustor which otherwise would qualify for the marital deduction under Internal Revenue Code Section 2056, as from time to time amended, the disclaimed interest shall instead be added to Trust B and be administered according to the terms thereof.

(b) Interest in Trust B: If the surviving Trustor disclaims, pursuant to Internal Revenue Code Section 2518, as from time to time amended, any interest in all or any portion of Trust B, the disclaimed interest shall be treated as if it had been omitted from the original Trust term unless said Trustor disclaims all of his or her interests in that Trust or portion, in which event that Trust or portion shall be administered and distributed as if the surviving Trustor had predeceased the predeceased Trustor, according to the provisions covering the disposition of Trust B herein.

7.03. Survivorship: If the Trustors shall die under such circumstances that it is doubtful or difficult to prove which of them died first, then, for purposes of this Trust Agreement, it shall be conclusively presumed that wife shall have survived husband. In any case, where an income beneficiary and remainderman die under such circumstances, then, for purposes of this Trust Agreement, it shall be conclusively presumed that the income beneficiary shall have survived the remainderman.

7.04. No-Contest Clause: In the event that any beneficiary under this, Trust Agreement shall, singularly or in conjunction with any other person or persons, contest in any court the validity of this Trust Agreement or of a deceased Trustor's last Will, or shall seek to obtain an adjudication in any proceeding in any court that this Trust Agreement or any of its provisions, or that such Will or any of its provisions, is void, or seeks otherwise to void, nullify, or set aside this Trust Agreement or

any of its provisions, then the right of that person to take any interest given to him by this Trust Agreement shall be determined as it would have been had such person predeceased the execution of this Trust Agreement without leaving surviving issue.

The Trustee is hereby authorized to defend, at the expense of the Trust Estate, any contest or other attack of any nature on this Trust Agreement or any of its provisions.

7.05. Spendthrift Provision: The interest of any beneficiary in the principal or income of this Trust shall not be subject to claims of his creditors, or others, or liable to attachment, execution of other process of law, and no beneficiary shall have any right to encumber, hypothecate or alienate his interest in this Trust in any manner, except as provided for elsewhere herein. The Trustee may, however, deposit in any bank designated in writing by a beneficiary to that beneficiary's credit, income or principal payable to such beneficiary.

7.06. Perpetuities: Unless terminated at an earlier date under the foregoing provisions, this Trust and any separate trust established pursuant to the provisions of this Trust Agreement shall cease on the date which is twenty-one (21) years after the death of the last survivor of each trust's beneficiaries who are in being when each such trust becomes irrevocable. The Trust Estate of each such trust shall, upon such termination, be distributed to the then living beneficiaries in the proportion that they are entitled to share in the Trust Estate.

7.07. Definition of Trustors' Children: The term Trustors' child or children shall mean any present or after-born children, including adopted children, of the marriage of Trustors to each other. The term shall include illegitimate children of Trustors, as long as they are the natural children of both of them.

7.08. Name and Gender: As used in this Trust, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the other whenever the context so indicates.

7.09. Counterparts and Photocopies: This Agreement may be executed in counterparts, with each duplicate being considered the original document for all purposes. In addition, a photocopy shall be considered the original document, and all persons may rely on the same for all purposes.

7.10. Applicable Law: The Trust created by this Trust Agreement has been accepted by the Trustee in the State of California, will be administered by the Trustee in California, and its validity, construction, and all rights under it shall be governed by the laws of the State of California.

7.11. Invalidity of Any Provision: Should any provision of this Trust Agreement be or become invalid or unenforceable, the remaining provisions of this Trust Agreement shall be and continue to be fully effective.

7.12. Certification of Trustors: The Trustors executing this THE Gregory P. Lansing AND Janice Ann Lansing June 29, 1988 FAMILY TRUST AGREEMENT, do hereby certify that they have read said Trust Agreement, including any Schedules attached thereto. They further certify that the Trust Agreement fully and accurately sets out the nature and ownership of the property conveyed, transferred, assigned and delivered to the Trustee and the terms, trusts and conditions under which the Trust Estate therein described is to be held, managed and disposed of by the Trustee therein named. They hereby approve, ratify and confirm the said Trust Agreement in all particulars. Both Trustors consent to the transfer to the Trust of property and disposition of any property, insurance policies or retirement plans. They understand that by this consent they waive their right to receive their community property interest in any of this property.

7.13. Acceptance of Trust: The Trustee, by joining in the execution of this Agreement, acknowledges and signifies its acceptance of this THE Gregory P. Lansing AND Janice Ann Lansing June 29, 1988 FAMILY TRUST AGREEMENT, and covenants that it will execute the Trust with all due fidelity.

IN WITNESS WHEREOF, the Trustors have affixed their hands and seals, and the Trustee has executed this for the purposes of evidencing their acceptance thereof as of this 29 day of June, 1988, at Beverly Hills, California.

Gregory P. Lansing
Gregory P. Lansing

Gregory P. Lansing
Gregory P. Lansing

"TRUSTEE"

Janice Ann Lansing
Janice Ann Lansing

"TRUSTORS"

APPROVAL:

Mark E. Bowers
Mark E. Bowers, ESQ.
Attorney for Trustor

The foregoing instrument, consisting of 30 pages, including the page signed by the undersigned witnesses, was signed, published and declared by the Trustors in our presence and in the presence of each other to be the Trustors' Trust Agreement and we, at the Trustors' request and in the Trustors' presence and in the presence of each other, have hereunto subscribed our hands as witnesses this 29 day of June, 1988, at Severy # 1111, California.

Leticia Surauda residing at 10609 Serrano ave
Inglewood, Ca. 90304

Paul J. J. residing at 9777 Wilshire Blvd Suite 512
Deer Hills, Calif 90212

Marly E. Bowser residing at 9777 Wilshire Blvd Suite 512
Deer Hills, Calif Ca. 90212

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this _____ day of _____ 19____, before me, the undersigned, a Notary Public in and for said State, residing therein, duly commissioned and sworn, personally appeared Gregory P. Lansing and Janice Ann Lansing, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this Certificate first above written.

(S E A L)

Notary Public in and for
said County and State

SCHEDULE A
TO
THE Gregory P. Lansing and Janice Ann Lansing
June 29, 1988 FAMILY TRUST AGREEMENT

LIST OF PROPERTY TRANSFERRED TO TRUST BY TRUSTOR

<u>Date of Transfer</u>	<u>Description and Amount (Value) of Property Transferred</u>	<u>Initialed Acknowledgment of Trustor Transfer and Trustee's Receipt of Property</u>	<u>Approval & Trustee's Initials</u>
<u>6/29/88</u>	Cash . . . \$10.00	<u>GL</u> <u>JAK</u>	<u>JV</u>

SCHEDULE B
TO
THE Gregory P. Lansing and Janice Ann Lansing
June 29, 1988 FAMILY TRUST AGREEMENT

LIST OF INSURANCE POLICIES AND RETIREMENT PLANS
WITH TRUST AS BENEFICIARY

<u>Date of Beneficiary Designation or Assignment</u>	<u>Description and Amount (Value) of Insurance Policy/ Retirement Plan Funds</u>	Initialled Approval & Acknowledgment of Beneficiary Designation or Assignment of Policy or Retirement Plan _____
		Trustor's Trustee's <u>Initials</u> <u>Initials</u>

SCHEDULE C
TO
THE Gregory P. Lansing and Janice Ann Lansing
June 29, 1988 FAMILY TRUST AGREEMENT

LIST OF CONTINGENT BENEFICIARIES
(IN THE EVENT TRUSTORS' CHILDREN
FAIL TO SURVIVE SURVIVING TRUSTOR)

SCHEDULE D

TO

THE Gregory P. Lansing and Janice Ann Lansing
June 29, 1988 FAMILY TRUST AGREEMENT

LIST OF SPECIFIC GIFTS AND CHARITABLE GIFTS
(Distributable Upon Death of One Trustor
Survived by Other Trustor)