

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

138A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:

AUG 08 2012

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 176, Item 27.
Last assessed to: Arizona Properties Inc. and Rolls Royce Construction.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Deny the claim from Arizona Properties Inc., last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 181101002-6;
- 2) Deny the claim from Timezone, agent for Phyllis Millman, Executor for the Estate of Murray Millman aka Rolls Royce Construction, last assessee;

(Continued on Page 2)

BACKGROUND: (Continued on page two)


Don Kent, Treasurer-Tax Collector

FINANCIAL
DATA

Current F.Y. Total Cost:	\$ 0.00	In Current Year Budget:	NO
Current F.Y. Net County Cost:	\$ 0.00	Budget Adjustment:	N/A
Annual Net County Cost:	\$ 0.00	For Fiscal Year:	2012-13

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:


Karen L. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: September 25, 2012
xc: Treasurer

Kecia Harper-Ihem
Clerk of the Board

By: 

Deputy

Prev. Agn. Ref.:

District: 2/2

Agenda Number:

9.11

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL

BY:  DALE A. GARDNER

Departmental Concurrence

Policy

Consent

☐

Policy

Consent

☐

Dep't Recomm.:

Per Exec. Ofc.:

BOARD OF SUPERVISORS

Form 11:

Page 2

RECOMMENDED MOTION: (continued)

- 3) Deny the claims, unless pursuant to the California Revenue and Taxation Code Section 4675, an appeal has been filed in Superior Court.

BACKGROUND: (Continued)

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the March 13, 2006 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 3, 2006. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 5, 2006, 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.

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

- 1) Claim from Arizona Properties Inc. based on a Grant Deed recorded July 17, 1991 as Instrument No. 242741.
- 2) Claim from Timezone, agent for Phyllis Millman, Executor for the Estate of Murray Millman aka Rolls Royce Construction based on an Agent Agreement/Authority to Act dated October 23, 2006, a Grant Deed recorded July 17, 1991 as Instrument No. 242741, the Last Will and Testament of Murray Millman dated May 18, 1999, an Amendment to and Restatement of the Millman Trust of 1983 dated May 4, 2004 and the death certificate of Murray Millman.

Pursuant to Section 4675 (a) & (c) of the California Revenue and Taxation Code, it is the recommendation of this office that Arizona Properties Inc. and Timezone, agent for Phyllis Millman, Executor for the Estate of Murray Millman aka Rolls Royce Construction be denied since at the time the claims were filed and at all relevant times since the corporations were suspended which deprives them of all rights, privileges, and powers and they have no right or authority to file administrative claims for the excess proceeds. Since there are no other claimants the excess proceeds in the amount of \$66,363.37 will remain unclaimed. 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.

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

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 176 Item 27 Assessment No.: 181101002-6

Assessee: ARIZONA PROP INC & ROLLS ROYCE CONST

Situs: 3903 WALLACE ST RIVERSIDE 92509

Date Sold: March 13, 2006

Date Deed to Purchaser Recorded: May 3, 2006

Final Date to Submit Claim: May 3, 2007

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 72,000.00 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. 242741; recorded on JULY 17, 1991. 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.

RECEIVED
06 OCT 20 AM 4:50
RIVERSIDE COUNTY
TREASURER/TAX COLLECTOR

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

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 23 day of October, 2006 at LOS ANGELES, CALIFORNIA
County, State

Stanley D.B.
Signature of Claimant

Signature of Claimant

STANLEY D. BOWMAN, ATTORNEY AT LAW
Print Name

Print Name

700 N. PACIFIC COAST HWY, #202A
Street Address

Street Address

REDONDO BEACH, CA. 90277
City, State, Zip

City, State, Zip

310 937-4529
Phone Number

Phone Number

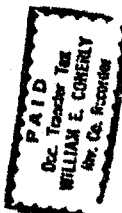
242741

RECORDING REQUESTED BY

MAIL TAX STATEMENT TO
Same AS Below

WHEN RECORDED MAIL TO

Arizona Properties Inc.
3909 Wallace St.
Riverside CA. 92509



RECEIVED FOR RECORD

JUL 17 1991

Notary Public
Monica Contreras

242741

JUL 17 1991

ORDER NO.
ESCROW NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 1.10
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

GRANT DEED

Signature of the Grantor or agent determining Tax - Firm Name
Unincorporated Area City of
TAX PARCEL NUMBER Parcel Block Page

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Greg DZIUK
A Singleman

hereby GRANT(S) to ARIZONA Properties INC. & Rolls Royce Construction

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

That portion of lot 10 of E.M. Smith's Garden Tract, as shown by
map on file in Book 10, Page 11, of maps. Records of Riverside
County, California, by metes and bounds.

APV. 1-81-102-002

THAT PORTION OF LOT 10 OF E. M. SMITH'S GARDEN TRACT, AS SHOWN BY MAP OF FILE
IN BOOK 10 PAGE 11 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BY METES
AND BOUNDS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF WALLACE STREET, AS SHOWN BY MAP,
401.00 FEET SOUTHERLY OF THE NORTHEASTELY CORNER OF LOT 1 OF SAID E. M.
SMITH'S GARDEN TRACT;
THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID E. M. SMITH'S GARDEN
TRACT, 191.30 FEET;
THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF WALLACE STREET 52.41 FEET;
THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID E. M. SMITH'S GARDEN
TRACT, 199.30 FEET TO THE WESTERLY LINE OF WALLACE STREET;
THENCE NORTHERLY ON THE WESTERLY LINE OF WALLACE STREET, 44.41 FEET TO THE
POINT OF BEGINNING;

SAID PROPERTY IS ALSO SHOWN AS LOT 22 ON REDEVELOPER'S MAP NO. 10.

Dated JULY 1, 1991

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES SS.
On JULY 1, 1991 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared GREGORY DZIUK

Greg DZIUK
X Greg DZIUK

☐ personally known to me
☒ 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 that he executed the same.
WITNESS my hand and official seal

Signature Monica Contreras



Name (Typed or Printed)

(This area for official notarial seal)

MANMOHAN SHARMA
18511 NORWALK BLVD
ARTESIA, CA 90701

DOC # 2006-0320806

05/03/2006 08:00A Fee:7.00

Page 1 of 1 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.	
	1		1							
									L	
A	R	L				COPY	LONG	REFUND	NCHG	EXAM

TRA 099-093

Doc. Trans. Tax - computed on full value of property conveyed \$ 158.40

Paul McDonnell, Tax Collector

Keen Brendtman
Signature of Declarant

TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

On which the legally levied taxes were a lien for Fiscal Year 1990-1991

and for nonpayment were duly declared to be in default 1991-181101002-0000

Default Number

This deed, between the Tax Collector of RIVERSIDE County ("SELLER") and
MANMOHAN SHARMA, A SINGLE MAN

("PURCHASER") conveys to the PURCHASER free of all encumbrances of any kind existing before the sale, except those referred to in §3712 of the Revenue and Taxation Code, to the real property described herein which the SELLER sold to the PURCHASER at a public auction held on pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 7, Revenue and Taxation Code, for the sum of

MARCH 13, 2006

\$144,000.00

NO TAXING AGENCY objected to the sale.

In accordance with law, the SELLER, hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to
ARIZONA PROP INC & ROLLS ROYCE CONST. described as follows:

181101002-6

Assessor's Parcel Number

OUTSIDE CITY

LOT 22 OF ASSESSORS MAP NUMBER 10, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 10 OF ASSESSORS MAPS, RIVERSIDE COUNTY RECORDS.

State of California

Executed on

RIVERSIDE

County

MARCH 13, 2006

By

Paul McDonnell

Tax Collector

MAY 03 2006

On MAY 03 2006, before me, Larry W. Ward, Assessor, Clerk-Recorder, Paul McDonnell personally known to me to be the Treasurer and Tax Collector for Riverside County and the person who subscribed to the within instrument in his capacity as the County Tax Collector, and that by his signature on the instrument executed the instrument on behalf of the County of Riverside.

WITNESS my hand and official seal.

LARRY W. WARD

Assessor, Clerk-Recorder

By

Jamie A. Santos

Deputy



§§3708 & 3804 R&T Code

TDL 8-19 (6-97)

State of California
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of _____ page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.



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

JUN 22 2006

A handwritten signature in cursive script, reading "Bruce McPherson".

BRUCE McPHERSON
Secretary of State

FILED

In the office of the Secretary of State
of the State of CaliforniaARTICLES OF INCORPORATION
OF
ARIZONA PROPERTIES, INC.

DEC 1 1987

March Fong Eu
MARCH FONG EU, Secretary of State

ONE: The name of this corporation is ARIZONA PROPERTIES, INC.

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

THREE: The name and address in the State of California of this corporation's initial agent for service of process is: Stanley D. Bowman, Esq., 820 Pacific Coast Hwy., Suite 4, Hermosa Beach, California 90254.

FOUR: The total number of shares which the corporation is authorized to issue is ten thousand (10,000).

FIVE: All of the corporation's issued shares of capital stock of all the classes shall be held of record by not more than ten (10) persons, as provided by General Corporation Law Section 158. This corporation is a close corporation.

DATED: September 15, 1987

Stanley D. Bowman
Stanley D. Bowman, Esq.

I declare that I am the person who executed the above Articles of Incorporation, and such instrument is my act and deed.

Stanley D. Bowman
Stanley D. Bowman, Esq.



May 1, 2008

Stanley D. Bowman, Attorney at Law
700 N. Pacific Coast Highway, #202A
Redondo Beach, CA 90277

Re: Apn: 181101002-6
TC 176 Item 27
Date of Sale: March 13, 2006

Dear Stanley D. Bowman:

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 name for
☒ **Notarized Statement Giving Rights to
Collect/Claim on behalf of Arizona
Properties Inc.**
☐ Copy of Trust/Will (Complete)
☐ Certified Death Certificate
☐ Copy of Birth Certificate
☐ Copy of Marriage Certificate for
☐ Original Note/Payment Book

☐ Updated Statement of Monies Owed
(as of dated of tax sale)
☒ **Statement by Domestic Stock**
☐ Court Order Appointing Administrator
☐ Deed of Trust-the copy sent into our
office in not clear.
☒ **Other – Please provide the connection
between our last assessee and Arizona
Properties Inc. that you are claiming on
behalf of. The last mailing address for
Arizona Properties Inc was 6312 E Santa
Ana Canyon #339 Anaheim Hills, CA
92807 and we are unable to make the
connection**

If your documentation is not received within 30 days, (May 10, 2008) your claim will be denied.

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

Sincerely,

Desiree Taylor

Desiree Taylor
Tax Enforcement Unit
(951) 955-3842
(951) 955-3990 Fax

STANLEY D. BOWMAN

Attorney at Law

700 N. Pacific Coast Hwy., Suite 202A
Redondo Beach, California 90277
(310) 937-4529; Fax: (310) 937-4440

RECEIVED

2008 JUN 11 AM 9:59

RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

June 6, 2008

Desiree Taylor
Tax Enforcement Unit
Riverside County Treasurer - Tax Collector
4080 Lemon Street, 4th Floor
P.O. Box 12005
Riverside, California 92502

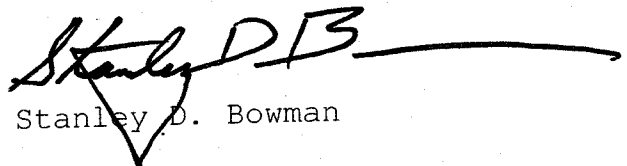
Re: APN 18110100Z-6
TC 176 Item 27
Date of Sale: March 13, 2006

Dear Ms. Taylor:

Enclosed herein is a notarized statement detailing the information your requested. I have also included a copy of the Statement by Domestic Stock. In response to your inquiry regarding the last mailing address for Arizona Properties, Inc., that address belonged to a former property manager for the corporation, Mrs. Waymire, who was responsible for the corporation's properties holdings in Riverside County. In my attempt to contact Mrs. Waymire to provide further information regarding this matter, it came to my attention that Mrs. Waymire had passed away.

If you have any further questions regarding this matter, please contact me immediately. Thank you for your attention and courtesy in this matter

Sincerely,


Stanley D. Bowman

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

On

6/06/08

Date

before me,

Jung Mo Yook, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Stanley Drew Bowman only +

Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature

Jung Mo Yook

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

Declaration of Stanley D. Bowman

Document Date:

6/06/08

Number of Pages:

1

Signer(s) Other Than Named Above:

+

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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

Signer Is Representing:

Signer's Name:

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

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

State of California

Secretary of State



E-567753

FILED

In the office of the Secretary of
State of the State of California

May - 28 2008

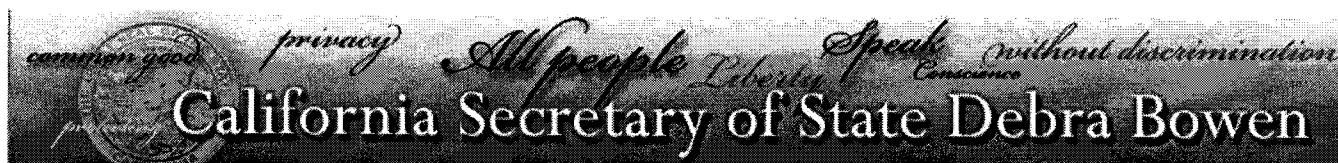
This Space For Filing Use Only

STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not alter if name is preprinted.)				S
C1423705 ARIZONA PROPERTIES, INC.				
700 N. PACIFIC COAST HWY. #202A REDONDO BEACH, CA 90277				
DUE DATE:				
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)				
2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE	
700 N. PACIFIC COAST HWY. #202A REDONDO BEACH, CA 90277				
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE	
700 N. PACIFIC COAST HWY. #202A REDONDO BEACH, CA 90277				
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE	
700 N. PACIFIC COAST HWY. #202A REDONDO BEACH, CA 90277				
NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)				
5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
STANLEY DREW BOWMAN	700 N. PACIFIC COAST HWY. #202A	REDONDO BEACH, CA	90277	
6. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
STANLEY DREW BOWMAN	700 N. PACIFIC COAST HWY. #202A	REDONDO BEACH, CA	90277	
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
STANLEY DREW BOWMAN	700 N. PACIFIC COAST HWY. #202A	REDONDO BEACH, CA	90277	
NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)				
8. NAME	ADDRESS	CITY	STATE	ZIP CODE
STANLEY DREW BOWMAN	700 N. PACIFIC COAST HWY. #202A	REDONDO BEACH, CA	90277	
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTIONS, IF ANY:				
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O.Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)				
12. NAME OF AGENT FOR SERVICE OF PROCESS				
STANLEY DREW BOWMAN				
13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE	
700 N. PACIFIC COAST HWY. #202A REDONDO BEACH, CA 90277				
TYPE OF BUSINESS				
14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION				
REAL ESTATE INVESTMENT				
15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.				
05/28/2008	STANLEY DREW BOWMAN	PRESIDENT		
DATE	TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	TITLE	SIGNATURE	
SI-200 C (REV 01/2008)				
APPROVED BY SECRETARY OF STATE				



Secretary of State

Administration Elections Business Programs Political Reform Archives Registries

Business Entities (BE)

Online Services

- Business Search
- Disclosure Search
- E-File Statements
- Mail Processing Times

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- Tax Information
- Starting A Business
- International Business Relations Program

Customer Alert

(misleading business solicitations)

Business Entity Detail

Data is updated weekly and is current as of Friday, February 05, 2010. It is not a complete or certified record of the entity.

Entity Name:	ARIZONA PROPERTIES, INC.
Entity Number:	C1423705
Date Filed:	12/01/1987
Status:	SUSPENDED
Jurisdiction:	CALIFORNIA
Entity Address:	700 N. PACIFIC COAST HWY. #202A
Entity City, State, Zip:	REDONDO BEACH CA 90277
Agent for Service of Process:	STANLEY DREW BOWMAN
Agent Address:	700 N. PACIFIC COAST HWY. #202A
Agent City, State, Zip:	REDONDO BEACH CA 90277

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

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

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

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February 10, 2010

Arizona Properties, Inc
Attn: Stanley D Bowman
700 N Pacific Coast Highway #
Redondo Beach, CA 90277

Re: Apn: 181101002-6
TC 176 Item 27
Date of Sale: March 13, 2006

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:

EP176 Item27
Arizona Properties, Inc
Attn: Stanley D Bowman
700 N Pacific Coast Highway #202A
Redondo Beach, CA 90277

2. Article Number
(Transfer from service label)

7003 2260 0004 1562 1395

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *SB*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

2/10/10

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

Dear Stanley D Bowman:

This office is in receipt of your claim for excess proceeds from the abovementioned 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 name
- ___ Notarized Statement Giving Rights to Collect/Claim on behalf of
- ___ Copy of Trust/Will (Complete) for
- ___ Certified Death Certificates 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..)
- X **Other – Please provide evidence that the corporation was in good standing with the State of California when the claim was filed on October 23, 2006 and then we will also need a Certificate of Good standing with the California State Secretary since the corporation is currently showing it is suspended..**

If your documentation is not received within 30 days, (March 15, 2010) your claim will be denied.

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

Sincerely,

Desiree Taylor

Desiree Taylor
Tax Enforcement Unit
(951) 955-3842
(951) 955-3990 Fax

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

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC Item Assessment No.: 176 27 181-101-002-6

Assessee: Arizona Properties Inc and Rolls Royce Construction

Situs:

Date Sold: March 13th 2006

Date Deed to Purchaser Recorded: May 3rd 2006

Final Date to Submit Claim: May 3rd 2007

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 66,363.37 from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 242741, recorded on 07/17/1991. 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.

AGENT AGREEMENT/ AUTHORITY TO ACT form

Copy of GRANT DEED

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 6TH day of December, 2006 at Los Angeles, Ca.
County, State

Signature of Claimant

Signature of Claimant

David S. Halper DBA Timezone
Print Name Agent for Phyllis Millman

Print Name

904 Silver Spur Rd #363
Street Address

Street Address

Rolling Hills Estates, CA 90274
City, State, Zip

City, State, Zip

310-265-0220
Phone Number

Phone Number

RECEIVED
06 DEC 15 PM 1:57
RIVERSIDE COUNTY
TREASURER/TAX COLLECTOR



AGENT AGREEMENT / AUTHORITY TO ACT

I (we), **Phyllis Millman, Successor in Interest of Rolls Royce Construction Inc.**, a party of interest*, (hereafter "CLAIMANT") hereby engage the services of **Timezone**, located at 904 Silver Spur Rd., #363, Rolling Hills Estates, CA 90274 (hereafter "AGENT"), as of this ____ day of _____, 2006.

CLAIMANT hereby irrevocably retains and employs AGENT for the sole purpose of enforcing, collecting and/or distributing undistributed, unclaimed, undelivered tenders, funds or excess proceeds (hereafter "CLAIM") IN THE AMOUNT OF **\$66,363.37 This claim is for a beneficial 1/2 interest of said funds.** These funds are in reference to Assessors Parcel Number (APNs) 181-101-002-6 Which was sold by the Riverside County Tax Collector on March 13th, 2006.

I (We), **Phyllis Millman, Successor in Interest of Rolls Royce Construction Inc.**, have been advised that I (we) have the right to file this CLAIM on my (our) own behalf, without representation. Therefore, this Agreement appoints AGENT to collect and distribute the aforementioned CLAIM. CLAIMANT IS NOT SELLING HIS/HERS/ITS RIGHT TO THIS CLAIM, but merely naming AGENT for CLAIMANT'S assistance in collecting the CLAIM.

AGENT shall be paid a fee (hereafter "FEE"), from the proceeds as set forth in the FINDERS FEE AGREEMENT dated April 7th, 2006. In consideration for such fee, AGENT agrees to perform such services as are reasonably necessary to collect the CLAIM. The FEE shall include all AGENT's expenses. In the event of any dispute between CLAIMANT and AGENT, the prevailing party shall be entitled to recovery reasonable attorney's fees and costs. THIS AGREEMENT IS LIMITED TO THE ENFORCEMENT, COLLECTION AND DISBURSEMENT OF THE ABOVE REFERENCED CLAIM**.

CLAIMANT requests the allowable CLAIM to be paid immediately as set forth below:

Please remit to: **Timezone**, and mail to: **904 Silver Spur Road, No. 363, Rolling Hills Estates, CA 90274.**

Any modifications of this Agreement must be in writing signed by both parties.

X *Phyllis Millman*
Phyllis Millman
78267 Arbor Glen Rd
Palm Desert, CA 92211-1810

Date: 10-23-06

NOTARY ACKNOWLEDGEMENT

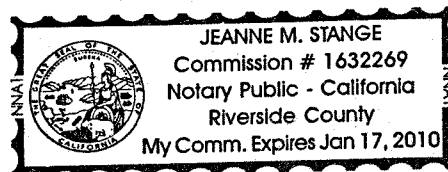
State of California
 County of Riverside

On October 23, 2006 before me, Jeanne M. Stange, Notary Public, personally appeared Phyllis Millman

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

WITNESS my hand and official seal.

Signature *Jeanne M. Stange* (Seal)



* As defined in section 4675 of the California Revenue and Taxation Code.

** In construing this instrument, and where the context so requires, the singular includes the plural.

242741

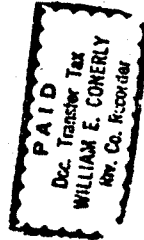
RECORDING REQUESTED BY

MAIL TAX STATEMENT TO

Same AS Below

WHEN RECORDED MAIL TO

ARIZONA Properties INC.
 3903 Wallace St.
 Riverside CA. 92509



RECEIVED FOR RECORD
 Min. Post. 0.000

JUL 17 1991

Recorded in Office Records
 of Riverside County, California

W. E. Conerly
 Recorder
 Fees \$

ORDER NO.
 ESCROW NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 1110
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
 REMAINING THEREON AT TIME OF SALE

GRANT DEED

Signature of declarant or agent determining tax -- Firm Name

Unincorporated Area City of

TAX PARCEL NUMBER Parcel Book Page

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Greg DZIUK
A Singleman

hereby GRANT(S) to ARIZONA Properties INC. & Rolis Royce Constnction

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

That portion of lot 10 of E. M. Smith's Garden Tract, as shown by
MAP on file in Book 10, Page 11, of MAPS. Records of Riverside
County, California, by metes and bounds.

Apn. 1-81-102-002

THAT PORTION OF LOT 10 OF E. M. SMITH'S GARDEN TRACT, AS SHOWN BY MAP ON FILE
 IN BOOK 10 PAGE 11 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BY METES
 AND BOUNDS: 315-53

BEGINNING AT A POINT ON THE WESTERLY LINE OF WALLACE STREET, AS SHOWN BY MAP,
 481.08 FEET SOUTHERLY OF THE NORTHEASTERLY CORNER OF LOT 1 OF SAID E. M.
 SMITH'S GARDEN TRACT;
 THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID E. M. SMITH'S GARDEN
 TRACT, 195.30 FEET;
 THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF WALLACE STREET 52.61 FEET;
 THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID E. M. SMITH'S GARDEN
 TRACT, 195.30 FEET TO THE WESTERLY LINE OF WALLACE STREET;
 THENCE NORTHERLY ON THE WESTERLY LINE OF WALLACE STREET, 50.82 FEET TO THE
 POINT OF BEGINNING;

SAID PROPERTY IS ALSO SHOWN AS LOT 22 OF ASSESSOR'S MAP NO. 10.

Dated JULY 1, 1991

STATE OF CALIFORNIA }
 COUNTY OF LOS ANGELES } SS.

On JULY 1, 1991 before me,
 the undersigned, a Notary Public in and for said County and State,
 personally appeared GREGORY DZIUK***

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
 to be the person(s) whose name(s) is subscribed to the within
 instrument and acknowledged that he executed the same.
 WITNESS my hand and official seal

Signature Monica Contreras

Name (Typed or Printed)



(This area for official notarial seal)



May 14, 2007

Desiree Taylor
Tax Defaulted Land Unit
Riverside County Tax Collector
P.O. Box 12005
Riverside, CA 92502-2205

RE; Tax sale TC 176/ Item #27 /APN 181-101-002-6

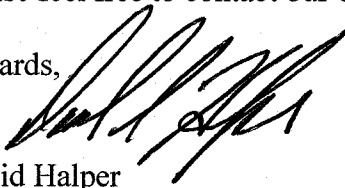
Dear Desiree,

Please find attached copies of the LAST WILL AND TESTAMENT OF Murray Millman and a copy of the AMENDMENT TO AND RESTATEMENT OF MILLMAN TRUST OF 1983 established December 15, 1983 restated May 18, 199 and May 4, 2004, and the SECOND AMENDMENT TO THE RESTATED MILLMAN TRUST OF 1983 and THIRD AMENDMENT TO THE RESTATED MILLMAN TRUST OF 1983.

Rolls Royce Construction was a family held Corporation and although Phyllis Millman is an Officer and Director of Rolls Royce Construction Company, Inc., I thought it prudent to provide your office with information pertaining to how Murray Millman's Estate was administered.

Please feel free to contact our office should you require any further documentation.

Regards,


David Halper



904 Silver Spur Rd. #363 • Rolling Hills Estates • CA 90274
Toll Free: 1-866-846-3966 • Phone: 1-310-265-0220 • Facsimile: 1-310-265-0221
www.timezone.net

THE LAW OFFICE OF
**BRUCE R.
DURKEE**
A PROFESSIONAL CORPORATION

May 3, 2007

Mr. David Halper
Timezone Research
904 Silver Spur Road, #363
Rolling Hills Estate, CA 90274

Dear Mr. Halper:

Per authorization received from Phyllis Millman today, we are sending you copies of Murray Millman's Will and the Restated Millman Trust.

Charges for the administrative and document copy services are \$60. We have enclosed a stamped, addressed envelope for your convenience.

Yours truly,



Norma Jean Woods
Secretary to Bruce R. Durkee
Attorney at Law

njw

Enclosures

cc: Mrs. Phyllis Millman

COPY

LAST WILL AND TESTAMENT

OF

MURRAY MILLMAN

I, **MURRAY MILLMAN**, a resident of the State of California, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

ARTICLE ONE

MY FAMILY

I, **MURRAY MILLMAN** am married to **PHYLLIS B. MILLMAN**. I have four adult children, **GAIL ANN GRIER**, **KAREN LEE SCHLOSSBERG**, **SUSAN LYNN MILLMAN** and **JAMIE BETH MILLMAN**, now living, of this marriage.

ARTICLE TWO

TRUST AGREEMENT

The term "trust" or "trust agreement" as used in this Will shall refer to that certain unrecorded trust instrument known as **THE MILLMAN TRUST OF 1983 AS RESTATED**.

ARTICLE THREE

APPOINTMENT OF MY EXECUTORS

The term "my Executor" as used in this Will shall include any personal representative of my estate and all named Executors shall serve without bond being required.

I appoint the following persons to be my Executors in the order in which their names appear:

- (1) My spouse, **PHYLLIS B. MILLMAN**
- (2) **NADINE K. QUINN** and **MICHELE MOORE** as co-Executors. If either shall fail to qualify or ceases to act, for any reason, then the other shall act as sole Executor.

ARTICLE FOUR

DISTRIBUTION OF MY ESTATE

SECTION 1. COMMUNITY PROPERTY

I confirm to my spouse, my spouse's one-half interest in our community property, with or without the necessity of probate administration or other court order, at my spouse's discretion. It is my intention by this Will to dispose of my separate property and my interest in the community property owned by my spouse and me.

SECTION 2. POUR-OVER INTO MY TRUST

I give all of my estate whether real or personal property, and wherever located, to **THE MILLMAN TRUST OF 1983, AS RESTATED**, referred to above to be added to the principal of that trust and be held, administered and distributed under the trust agreement and any amendments to such trust agreement. I direct that such trust agreement shall not be administered under court supervision, control or accounting, and the Trustee shall not be required to give bond or surety on bond in such capacity. It is not my intent to create a separate trust by this Will, nor to subject the trust, nor the property added to it by this Will, to the jurisdiction of the Probate Court.

SECTION 3. ALTERNATE DISTRIBUTION

If my trust is not in effect at the time of my death or becomes invalid for any reason, I hereby incorporate by reference the terms of that trust to be held, administered and distributed by the Trustee as provided for in that trust agreement.

ARTICLE FIVE

ADMINISTRATION OF MY ESTATE

SECTION 1. SUCCESSOR EXECUTOR'S RESPONSIBILITY

No successor Executor shall be liable or responsible for any losses and expenses resulting from or occasioned by anything done or neglected to be done in administration of this Will prior to the date of acceptance of appointment by such Executor.

SECTION 2. INDEPENDENT ADMINISTRATION OF ESTATES ACT

My estate may be administered under the California Independent Administration of Estates Act.

SECTION 3. EXECUTOR POWERS

The Executor is vested with all powers conferred by law and in addition to those powers he or she shall have the following powers with respect to any property in my estate:

(a) Sales. To sell, without notice, at either public or private sale, and to lease any property belonging to my estate, subject only to such confirmation of court as may be required by law.

(b) Distribution. To partition, allot and distribute my estate in kind, including undivided interest in my estate or any part of it, or partly in cash and partly in kind, or entirely in cash, at my Executor's absolute discretion;

(c) Tax Elections. To determine whether any or all of the expenses of administration of my estate shall be used as federal estate tax deductions or as federal income tax deductions and to make any other tax election available to the Executor with respect to my estate including, but not limited to, any special valuation election or the allocation of any basic adjustment authorized by state or federal tax laws;

(d) Valuation Date Selection. To select the valuation date in determining the federal estate and income tax liabilities of my estate.

ARTICLE SIX

NO CONTEST PROVISION

If any beneficiary or heir contests or attacks this Will or any of its provisions, in any manner, then any share or interest in my estate given to that contesting beneficiary under this Will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary or heir had predeceased me without issue.

*

*

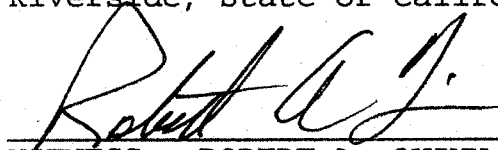
*

IN WITNESS WHEREOF, I subscribe my name to this Will at Indian Wells, California, on May 18, 1999.



MURRAY MILLMAN

THE FOREGOING INSTRUMENT, consisting of four (4) pages including this page, was on the date hereof, by the said MURRAY MILLMAN subscribed, published and declared to be his Last Will and Testament, in the presence of us, who at his request and in his presence and in the presence of each other, have signed our names as witnesses thereto, in the County of Riverside, State of California. We further declare that at the time of signing this Will the said MURRAY MILLMAN appeared to be of sound and disposing mind and memory, and not acting under duress, menace, fraud or the undue influence of any person whomsoever. We declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on May 18, 1999 at Indian Wells, County of Riverside, State of California.



WITNESS - ROBERT A. QUINN

74900 Highway 111 Suite 223
ADDRESS

Indian Wells, CA 92210
CITY, STATE



WITNESS - NADINE K. QUINN

74900 Highway 111 Suite 223
ADDRESS

Indian Wells, CA 92210
CITY, STATE

COPY

AMENDMENT TO AND RESTATEMENT OF

MILLMAN TRUST OF 1983

ESTABLISHED

DECEMBER 15, 1983

RESTATED

MAY 18, 1999

AND

MAY 4, 2004

PHYLLIS B. MILLMAN

TRUSTEE

RESTATEMENT
OF
THE MILLMAN TRUST OF 1983

This Restatement is made and executed by and between **MURRAY MILLMAN** and **PHYLLIS B. MILLMAN** as Trustors and **PHYLLIS B. MILLMAN** as Trustee (hereinafter referred to in this trust agreement as "Trustee").

ARTICLE ONE

CONVEYANCE

WHEREAS, on December 15, 1983, Trustors did create and execute a revocable inter-vivos trust in which they were named as Trustees, and which is known as **THE MILLMAN TRUST OF 1983**.

WHEREAS, said trust reserved to Trustors the right and power to make amendments to said trust;

WHEREAS, Trustors did amend said trust on the following dates: July 1, 1993, December 12, 1996, and June 27, 1997;

WHEREAS, Trustors did amend and restate said trust, which need not be referred to again by any person, in its entirety on May 18, 1999; and

WHEREAS, said restatement reserved to Trustors the right and power to make amendments to said restatement;

WHEREAS, Trustors did amend said restatement on July 12, 1999, April 16, 2001 and September 25, 2001;

WHEREAS, Trustors now desire to restate and amend said restatement, which need not be referred to again by any person, in its entirety in the manner particularly hereinafter set forth.

SECTION 2. NAME OF TRUST

This trust has been and shall continue to be referred to as:

"THE MILLMAN TRUST OF 1983"

For formal correspondence, transfers of assets to the trust, and beneficiary designation, this trust shall now be referred to as:

PHYLLIS B. MILLMAN, or her successor, as Trustee of **THE MILLMAN TRUST OF 1983** dated December 15, 1983 as restated May 4, 2004

ARTICLE TWO

TRUSTORS' FAMILY

The Trustors are married and shall be referred to as "Husband" and "Wife".

The Trustors have four adult children, GAIL ANN MILLMAN WOIR, SUSAN LYNN MILLMAN OLDSTON, JAMIE BETH MILLMAN, and KAREN LEE MILLMAN SCHLOSSBERG, now living.

All references to Trustors' children in this document are to these children.

ARTICLE THREE

DEFINITIONS AND GENERAL PROVISIONS

SECTION 1. DEFINITIONS

(a) Child/Issue

The words "child" and "children" mean the blood descendants in the first degree of the parent designated; and "issue" means the lineal descendants in any degree of the ancestor designated. All such terms shall include adopted persons. The word "living" shall include unborn persons in the period of gestation.

(b) Personal Representative

For the purpose of this trust agreement, the term "Personal Representative" shall include an executor, administrator, guardian, conservator, Trustee, or any other form of personal representative.

(c) Right of Representation

Whenever a distribution is to be made by right of representation the assets are divided into as many shares as there are then-living children and deceased children who left living issue. Each living child shall receive one share and each deceased child's share shall be divided among such child's then living issue in the same manner.

(d) Incompetent

The words "incompetent" or "incompetence," as used in this instrument, and term "unable to serve" or equivalents thereof, shall be deemed to refer to:

- (1) a person who has been judicially declared incompetent;
- (2) a person for whom a guardian or conservator or other fiduciary of the person or estate, or both, shall have been appointed;
- (3) a person who shall be incapacitated by reason of physical or mental disability, or other similar cause, so as to make it impossible or improbable for such person to exercise consistently good judgment in matters concerning the management of the trust estate. Such incapacity shall be evidenced by the written statement of two board certified

licensed physicians. A person or institution designated as a successor Trustee may commence acting in such capacity upon such evidence without liability by reason thereof.

The Trustee may conclusively assume that the person is not incompetent unless the Trustee is in receipt of such physician's certification, or unless the person shall have been judicially declared incompetent. Such person's capacity shall be deemed restored upon written statements to that effect by the original, certifying physicians, or by two other licensed board certified physicians.

(e) Education

The term "education" shall be construed to include college, vocational 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 education, the Trustee shall take into consideration the beneficiary's related living and traveling expenses to the extent that they are reasonable.

(f) Gender

The masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

(g) Headings

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

SECTION 2. CREDITOR'S RIGHTS

No interest of any beneficiary in the principal or income of any trust and/or share arising and held under the provisions of this instrument shall be subject to claims of such beneficiary's creditors or others, or liable to attachment, execution or other process of law, and no beneficiary shall have any right to encumber, hypothecate, alienate, convey or assign such beneficiary's interest in any manner, prior to such beneficiary's actual receipt of the income or principal, except as provided for elsewhere herein.

SECTION 3. ACCRUED AND UNDISTRIBUTED INCOME

Except as otherwise provided in this instrument, income accrued or undistributed upon the death of a beneficiary or at the termination of a trust created herein shall be held and accounted for, or distributed, for the next succeeding beneficiaries of the trust in proportion to their interests in the trust. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income.

SECTION 4. THE RULE AGAINST PERPETUITIES

Unless terminated at an earlier date under the provisions hereof, each trust established herein, or by the exercise of any power of appointment conferred herein, shall terminate at the expiration of twenty-one (21) years after the death of the youngest beneficiary living at the death of the first Trustor to die. In case of such termination, the trust estate shall be distributed to the then income beneficiaries in the same proportions as they are at the time of termination entitled to receive the income. If at the time of such termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made by right of representation to the persons who are entitled or authorized, in the Trustee's discretion, to receive trust payments.

SECTION 5. NO CONTEST CLAUSE

If any beneficiary under this trust shall contest in any court the validity of any part of this trust agreement or of Trustor's Last Will, then in such event such beneficiary shall forfeit his or her share, cease to have any right or interest in the trust property, and shall be deemed to have predeceased the Trustor. The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest of any nature concerning this agreement or any of its provisions.

SECTION 6. SURVIVORSHIP PRESUMPTION

If the order of the deaths of the Trustors cannot be established by proof, the Trustor with the largest separate property estate shall be deemed to have died first. If both Trustors have equal estates, Trustor Husband shall be deemed to have died first.

Any beneficiary who shall not be living thirty (30) days after Trustor's death shall be deemed not to have survived Trustor.

SECTION 7. TRUST SITUS

The terms and provisions of this trust agreement shall be construed, regulated and governed as to administration and as to

validity and effect by the laws of the State of California. To minimize any tax in respect of any trust, or any beneficiary thereof, or for such other purpose as it deems appropriate, the Trustee may in its sole and absolute discretion remove all or any part of the property of, or the situs of administration of, such trust from one jurisdiction to another and elect, by an instrument filed with the trust records, that thereafter such trust shall be construed, regulated and governed as to administration by the laws of such other jurisdiction.

SECTION 8. REQUEST IN WRITING

When either or both Trustors are the only Trustees then-acting, the requirement of a writing to be signed by either or both Trustors as beneficiary and delivered to Trustee shall be waived.

SECTION 9. COURT SUPERVISION NOT REQUIRED

All trusts created under this agreement shall be administered free from the active supervision of any court. Any proceedings to seek judicial instructions or a judicial determination shall be initiated by the Trustee in the appropriate state court having original jurisdiction over those matters relating to the construction and administration of trusts.

SECTION 10. DELAYED DIVISION OR DISTRIBUTION OF TRUST

Notwithstanding that by the terms hereof this trust may terminate or a distribution or division may be required by reason of the death of Trustor or for any other reason, subject to any final termination clause herein, the Trustee may prolong termination, distribution or division for a reasonable period of time in order to (1) receive assets made payable to the Trustee upon or by reason of a person's death; (2) sell assets of the trust when the Trustee deems such action advisable to accomplish orderly distribution or other reasonable objectives; (3) complete the orderly administration of the trust, including the payment of all taxes due upon or by reason of such person's death; or (4) avoid adverse tax consequences which may arise by reason of such action such as creating a "disposition" which would adversely affect an election available for federal estate tax purposes.

In determining what is a reasonable period of time, due consideration shall be given to the period of time required for final determination of federal estate taxes and state inheritance taxes, and in any event a delay until the federal estate tax return has been filed and state inheritance tax has been established shall be deemed reasonable.

When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this trust in the

absence of this paragraph, and all rights given to the beneficiaries of such trust assets under other provisions of this instrument shall be deemed to have accrued and vested as of such prescribed time.

ARTICLE FOUR

TRUSTORS' POWERS AND RIGHTS

SECTION 1. RIGHT TO RETAIN CONTROL

While either Trustor is alive, Trustor has the right to retain absolute control over any and all personal and real property included in the trust estate. Trustor shall retain all such control in this property until Trustor shall be deemed disabled or until Trustor's death.

In addition either Trustor may notify Trustee in writing to act on Trustor's behalf. The writing may direct Trustee to sell, transfer, or mortgage any property, with or without consideration, and Trustee shall be free from all liability when acting on written instructions from either Trustor with an acknowledged signature.

In the event Trustor surrenders any such property to Trustee or upon Trustor's death, Trustee shall take possession, assume control, preserve and maintain such property.

When Trustors, or either of them, is serving as Trustee there shall be no requirement of a writing in order for them to exercise any control over any trust assets, property or income.

SECTION 2. RIGHT TO AMEND OR REVOKE TRUST

While both Trustors are alive, the community property included in the trust estate may be withdrawn, in whole or in part, by an instrument in writing signed by either of the Trustors and delivered to the Trustee. Any separate property included in the trust estate may similarly be withdrawn by the Trustor who contributed it to the trust. In the event of any such revocation, property which constitutes or is traceable to community property of the Trustors shall revert to both Trustors as their community property, and separate property so withdrawn shall revert to the Trustor who contributed it and shall constitute such Trustor's separate property as if this trust had not been created.

Also during this period, the Trustors, acting together, shall have the full and unrestricted power to alter or amend this Declaration of Trust with the consent of the Trustee. Alteration or amendment of any term of this Declaration of Trust shall be by an instrument in writing signed by both of the Trustors and the Trustee. If any alteration or amendment has the effect of removing any property from the trust estate, the Trustee shall cause such property to be transferred to the person or persons in the manner provided hereinabove, as if the trust estate had been revoked.

SECTION 3. REVOCATION AND AMENDMENT BY SURVIVING TRUSTOR

On the death of the first Trustor, the surviving Trustor shall have the power to amend, revoke, or terminate the entire trust in whole or in part.

SECTION 4. POWERS TERMINATE ON DEATH OF SURVIVOR TRUSTOR

On the death of the surviving Trustor, this trust agreement may not be amended or revoked.

SECTION 5. POWERS PERSONAL TO TRUSTORS

The powers of Trustors to revoke or amend this trust agreement are personal to Trustors and shall not be exercisable on Trustor's behalf by any conservator or other person, except that revocation or amendment may be authorized by the court that appointed the conservator. Also, a non-incapacitated Trustor may amend the trust if he or she is in possession of an executed Power of Attorney from the incapacitated Trustor specifically granting the right to amend this trust.

SECTION 6. RIGHT TO ADD PROPERTY TO TRUST

The Trustors jointly, or either of them, or any other person, may from time to time, with the consent of the Trustee, add policies of insurance or other property, real, personal, or mixed, to the trust estate, or any part thereof, by deed, assignment, bequest or devise, and/or cause the Trustee to be named as beneficiary of certain policies of insurance or any profit-sharing, pension, compensation or other fund; and if so added, such property shall thereupon be subject in all respects to the terms and provisions hereof, in the same manner as if originally included hereunder. This property and any property later added shall be known as the "trust fund", "trust property", or the "trust estate."

Any community property transferred at this time to the trust and any community property subsequently added to the trust and the proceeds thereof shall remain the community property of the Trustors subject to the provisions of this trust. If separate property of a Trustor is added to the trust, it shall be segregated and separately identified. Such separate property and the proceeds thereof shall retain its character as such Trustor's separate property.

SECTION 7. INCAPACITY OR DISABILITY OF TRUSTOR

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

A Trustor shall also be deemed to be disabled for purposes of this agreement upon the determination of a court of competent jurisdiction that the Trustor is incompetent, incapacitated or otherwise legally unable to effectively manage his or her property or affairs.

SECTION 8. TRANSMUTATION OF COMMUNITY PROPERTY

The Trustee shall have the power to transmute all of the property in this trust which is the community property of the Trustors into two (2) equal shares of separate property. This power shall be exercised only upon the written direction of both Trustors, or if one of the Trustors is incompetent, in the discretion of the Trustee, with the consent of the other Trustor. If both Trustors are incompetent, the Trustee may, in its sole discretion, exercise this power. The Trustee shall exercise this power, when in its judgment, such transmutation is necessary or beneficial in order to provide protection to the trust estate from possible or actual creditors or governmental agencies.

ARTICLE FIVE

SUCCESSOR TRUSTEE

SECTION 1. IDENTITY OF SUCCESSOR TRUSTEE(S)

Upon the death, resignation, or legal disability of Trustor, **MURRAY MILLMAN, PHYLLIS B. MILLMAN** shall continue to act as sole Trustee.

Upon the death of **PHYLLIS B. MILLMAN**, Trustors' attorney **NADINE K. QUINN** shall act as successor Trustee.

SECTION 2. RESIGNATION OF TRUSTEE AND APPOINTMENT OF SUCCESSOR TRUSTEE

The Trustee may resign as Trustee of any trust hereunder at any time by written notice delivered to any co-Trustee(s), and to all beneficiary or beneficiaries to whom current trust income may or must then be distributed, or to the natural or legal guardians of such beneficiaries. Such resignation shall be effective upon the written appointment of a successor Trustee.

The Trustee shall have the power to appoint a co-Trustee or a successor Trustee to act in his or her stead. In the event the Trustee does not make such an appointment, a majority of such income beneficiaries or such natural or legal guardians, as the case may be, shall have the power to appoint a successor Trustee. All of the Trustee's fees and expenses (including reasonable attorney's fees) attributable to the appointment of a successor Trustee shall be paid by such trust. No bond or other security shall be required of the Trustee or any successor Trustee in any jurisdiction. Any successor Trustee shall have the same powers, authorities and discretions as though originally named as the Trustee.

SECTION 3. LIABILITY OF SUCCESSOR TRUSTEE

A successor Trustee shall not be responsible to the beneficiaries or to the trust estate for the acts or omissions of a former Trustee in its administration of the trust estate. A successor Trustee shall not be required to audit or investigate the acts or administration of any former Trustee; nor, unless requested in writing so to do by a person having a present or future beneficial interest under this trust, shall it have any duty to take action to obtain redress for breach of trust by a former Trustee.

The accountability or responsibility of a successor Trustee shall be limited to those assets or properties title to which was in the prior Trustee at the date on which the successor Trustee assumed its trusteeship and are either delivered into the

possession of the successor Trustee or the existence of which is known to the successor Trustee.

The successor Trustee may receive from all of the current beneficiaries of the Trust who are competent to act, instruments in writing releasing the Trustee from liabilities which may have arisen from the acts or omissions of a former Trustee, and such instruments shall be conclusive as to all parties, born or unborn, who may have an interest in the trust.

ARTICLE SIX

PROVISIONS REGARDING TRUSTEESHIP

SECTION 1. GENERAL PROVISIONS

(a) Trustee

The term "Trustee" shall be deemed to include any successor Trustee or co-Trustee. The term shall also refer to any individual, corporation, or other entity acting as a replacement or added Trustee.

(b) Notice to Trustee

Until the Trustee shall receive from some person interested in this trust written notice of any death, birth, marriage, or other event upon which the right to receive income or principal of the trust estate may depend, the Trustee shall incur no liability for any disbursements or distributions made or omitted in good faith.

(c) Effect of Trustee's Acts

Any instrument executed by the Trustee shall be binding on the Trustor and on all beneficiaries hereunder. No person paying money to the Trustee need see to the application of the money so paid.

(d) Successor Trustees

Trustors may appoint individuals or corporations as co-Trustees or successor Trustees, by written instrument (other than by a Will) delivered to the Trustee.

The surviving Trustor shall have the power to remove any Trustee acting hereunder, or to change any successor Trustee appointed hereunder, and appoint any person or a corporation qualified to conduct a trust business in any jurisdiction, as a successor Trustee. A change of a successor Trustee shall be by written instrument signed by the Trustor and delivered to the acting Trustee. The removal of an acting Trustee shall be evidenced by delivery to such Trustee of a written notice of such removal, a written appointment of the successor Trustee, and its acceptance of the trust in writing. Upon delivery of such instruments to the Trustee to be removed, it shall, after deducting all charges and amounts due it as such Trustee, and upon receipt of such proper indemnity as it may require, transfer and deliver the trust estate together with an accounting for all acts affecting the trust since the date of any prior accounting to the successor Trustee, and thereafter the Trustee so removed 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 Trustee so removed shall

inure to and be binding upon such successor Trustee.

(e) Corporate Trustee

Any corporate Trustee appointed under any provisions of this trust agreement shall be a bank, corporation or other financial institution duly organized under the laws of any state or of the United States. Said institution shall maintain a full-time trust department and shall be authorized by law to administer trusts. The appointment shall include the corporate Trustee's successor, whether by merger, consolidation, change of name or otherwise.

(f) A Majority of Trustees Required to Control

When two (2) Trustees are acting, the concurrence and joinder of both shall be required.

At any time when more than two (2) Trustees are acting, the concurrence of a majority shall control in all matters pertaining to the administration of any trust created under this agreement. Any dissenting or abstaining Trustee may be absolved from personal liability by registering a dissent or abstention with the records of the trust. The dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

(g) Individual and Corporate Trustee Acting Together

If an individual Trustee and a corporate Trustee are acting, and a dispute, deadlock or difference of opinion arises between them on a question of joint discretion the determination of the individual Trustee shall be binding upon the corporate Trustee. 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 the corporate Trustee has dissented in writing in advance of such act or transaction.

SECTION 2. BOND

No bond shall be required of any person named in this trust agreement as Trustee. Subsequently named Trustees may be required to be bonded, in accordance with the terms of appointment.

SECTION 3. COMPENSATION

The Trustee shall be entitled to fair and reasonable compensation for the services they render as fiduciaries. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale.

In the event that Trustee shall render any extraordinary services, the Trustee shall be entitled to additional compensation.

Trustee shall also be entitled to reimbursement for all travel and other necessary expenses incurred in the discharge of Trustee's duties. Trustee may impose any Trustee fees or other expenses of the trust against the principal or income of the trust fund.

SECTION 4. TRUSTEE REPORTS

The Trustee may, but shall not be required to, prepare and file accountings with any Court. The Trustee may render an accounting of its administration of the trust to the Trustors at any time and the Trustors' approval thereof shall be binding upon all persons interested in the trust. Prior to delivering all of the property of any trust hereunder to a successor Trustee or to making any partial or complete distribution of trust principal, the Trustee may require an approval of its accounting either by a release and discharge by the Trustors, if living, or the beneficiary or beneficiaries of any such trust after the Trustors' deaths, or by a Court of competent jurisdiction. All of the Trustee's fees and expenses (including reasonable attorneys' fees) attributable to any such accounting and approval shall be paid by such trust.

SECTION 5. DELEGATION BY THE TRUSTEE

Any Trustee may delegate to a co-Trustee the power to exercise any or all powers granted the Trustee in this agreement, including those which are discretionary. The Trustee may revoke any such delegation at will. The delegation, as well as the revocation, must be evidenced by a written acknowledged instrument.

If a successor Trustee is precluded by the laws of any state from acting as Trustee, then the Trustee may appoint a "Special Trustee" qualified to act in such state and may delegate all or any of the powers conferred upon the Trustee. A Special Trustee is only responsible for the matters delegated to him or her. A Trustee may revoke such appointment or delegation of a Special Trustee. Any appointment, delegation or revocation must be made by a written acknowledged instrument.

A Trustee may appoint an "Attorney-in-fact" and may delegate all or any of the powers conferred upon him or her. The Trustee may revoke such appointment. Any appointment, delegation or revocation must be made by a written acknowledged instrument.

The certificate of a Trustee, Special Trustee and/or Attorney-in-Fact that such Trustee and/or agent is acting according to the terms of this trust agreement shall fully protect all persons dealing with such Trustee and/or agent.

SECTION 6. SUBSTITUTED JUDGMENT

During any period of a Trustor's incompetency, the Trustee, in such Trustee's sole judgment and without liability, is specifically directed to make distributions from the trust estate (first from such Trustor's separate estate and then from the community estate, with the consent of such Trustor's spouse if competent to act) to carry out, on the Trustor's behalf, any plan or pattern of family and/or charitable gifts: (a) which had theretofore apparently been established or clearly contemplated by the Trustor, or (b) which, in the opinion of counsel for the Trustee, a duly appointed conservator for the Trustor would be permitted to make and would deem advisable to make from the assets of the conservatorship estate. The manner in which such distributions are made shall be in the Trustee's discretion.

ARTICLE SEVEN

POWERS OF THE TRUSTEE

In addition to all other powers and discretions granted or vested in a Trustee by law or by this instrument, any Trustee appointed hereunder shall have the following powers and discretions, subject always to its fiduciary obligations and subject always to the limitations expressly provided for in this instrument, to carry out the purposes of each trust established hereunder:

SECTION 1. SPECIFIC POWERS

The Trustee shall have all powers conferred upon it by law and, without limitation, the following additional specific powers as to the trust property and may exercise the same in its sole and absolute discretion without Court order or approval:

- (a) To grant, bargain, sell (for cash or on deferred payments), convey, grant options, exchange or convert any real or personal property;
- (b) To lease for terms either within or beyond the duration of this trust;
- (c) To enter into oil, gas and other mineral leases, pooling, unitization, repressurization, community and other types of agreements relating to the development, operation and conservation of mineral properties;
- (d) To assign, partition, divide, subdivide, repair, apply for zoning or rezoning and improve or develop any properties;
- (e) To loan, reloan, invest and reinvest the trust estate or any part thereof;
- (f) To vote directly or by proxy any securities held hereunder for any purpose;
- (g) To buy, sell, and trade in precious metal of any kind, including, but not limited to, coins, bullion, krugerrands, and certificates of ownership.
- (h) 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;

- (i) To hold securities or other property in its own name or in the name of a depositor, a company, or its nominee, without disclosing any fiduciary relationship, including maintenance of "street name" accounts with brokers;
- (j) 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 or liability to be carried as an expense of the trust estate;
- (k) To borrow upon such terms and conditions and for such purposes, and to give such security therefor, as it deems advisable;
- (l) To employ, and to delegate any of its discretionary and nondiscretionary powers to agents, including, but not limited to, attorneys, investment advisors, appraisers or accountants as it deems necessary and proper and to pay for such services from the trust estate;

If investment counsel is retained, the Trustee may abide by the decision of the counsel and shall not be held liable or otherwise surcharged for losses directly attributable to investments made on the advice of investment counsel. During the period investment counsel is retained, the Trustee shall not be required to conduct reviews of trust investments, and it shall not be required to take action with respect to trust investments unless it receives written instructions from the investment counsel;

- (m) To deduct, retain, extend and pay out of any money belonging to the trust any and all necessary and proper expenses in connection with the operation and conduct of the trust and to pay all taxes, insurance premiums and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against the trust;
- (n) To hold an undivided interest in any property as tenant in common or as tenant in partnership;
- (o) To abandon any property or interest in property belonging to the trust when, in the Trustee's discretion, the abandonment is in the best interest of the trust and its beneficiaries;
- (p) To act hereunder through an agent or attorney-in-fact, or by or under a power of attorney duly executed by the Trustee, in carrying out any of the powers and duties herein authorized;
- (q) To buy and sell listed options and/or sell covered or backed options and repurchase same;

- (r) To pledge trust assets to secure the indebtedness of the Trustor;
- (s) With the consent of the beneficiaries entitled to income, to buy, sell and trade in securities of any nature (including "short" sales) on margin, and to buy, sell and trade in commodities, and for such purposes to maintain and operate margin accounts and other accounts with brokers, and to pledge all securities held or purchased, with such brokers as security for loans and advances made to the Trustee.

The enumeration of certain powers of the Trustee shall not limit the Trustee's general or implied powers.

SECTION 2. RETENTION OF ASSETS AND RECEIPTS OF OTHER PROPERTIES

The Trustee may hold and retain any securities, properties or other investments, including life insurance on the life of a beneficiary, and 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. The profits or losses therefrom, if any, shall inure to or be chargeable against the trust estate and not the Trustee. The Trustee may receive from any source additional properties acceptable to it for addition to the trust estate, or if the trust estate has been divided into shares, for addition to one or more of such shares.

The Trustee is specifically authorized, solely at the risk of the trust estate and not the Trustee, to continue to operate any business interest that may become part of the trust estate whether organized as a sole proprietorship, corporation, general or limited partnership, for such time and in such manner as the Trustee deems advisable. The Trustee is authorized to dissolve, liquidate or sell any such business interest at such time and in such manner as the Trustee deems advisable; to borrow money for business purposes and pledge or encumber the stock or assets of the business to secure the loan; and to employ such officers, managers, employees or agents as deemed advisable for the management of said business. The Trustee is authorized to cause the trust to enter into various business ventures including those organized as sole proprietorships, corporations and general or limited partnerships. The foregoing notwithstanding, however, the Trustee shall not continue to operate any such business interest in a manner which causes this trust to be considered an "association" under Section 301.7701-2 of the Treasury Regulations. This limitation is designed to ensure that this trust is treated as a trust for purposes of federal taxation, rather than as a corporation or other type of organization.

SECTION 3. INVESTMENT POWERS

In investing, reinvesting, purchasing, acquiring, exchanging

and selling property for the benefit of this trust, the Trustee shall exercise the 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, corporate obligations of every kind, stocks, preferred or common, including stock of a Trustee in regulated mutual investment companies, common trust funds, life insurance and annuities on the life of or for the benefit of a beneficiary, which men of prudence, discretion and intelligence would acquire for their own account.

SECTION 4. PRINCIPAL AND INCOME

Except as otherwise specifically provided herein, the determination of all matters relating to what is income or principal and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the law of the State of California then in effect. In all instances in which such provisions do not resolve questions relating to principal and income, the Trustee shall determine the same in its discretion subject to its fiduciary obligation. While a Trustor is a beneficiary of any trust established hereunder, the Trustee shall resolve such question in favor of such Trustor, such person being the primary and absolutely preferred beneficiary.

The Trustee is instructed to allocate to the Trustor, during his or her lifetime, and thereafter to the income beneficiaries, to the extent of their beneficial interest, the maximum allowable deduction for depreciation and depletion available for federal income tax purposes under the provisions of Section 167 and 611 of the Internal Revenue Code, or subsequently enacted Sections of similar scope, and any other deductions available under said Code.

Notwithstanding the foregoing, in the event that the Trustee of any trust created hereunder is required to distribute all or a part of the income to himself as beneficiary, the Trustee shall: (1) allocate to principal all dividends or other payments made by any corporation or mutual investment company that are designated by the company as a distribution of capital gains; (2) where a premium has been paid or a discount received in connection with the purchase of a bond, amortize such premium or discount by making an appropriate charge or credit to income as the case may be; and (3) charge income from time to time with a reasonable reserve for (a) depreciation of all income-producing depreciable real or personal property and capital improvements and extraordinary repairs on income-producing property; (b) depletion of all depletable natural resources; and (c) all intangible property having a limited economic life. Such allocations and charges need not be made, however, if written consents are obtained from all income

beneficiaries and remaindermen, vested and contingent, living and competent to act. In addition, the Trustee may, with the consent of all income beneficiaries, charge expenses (such as Trustee's fees) solely to income.

SECTION 5. FACILITY OF PAYMENTS - INCOME AND PRINCIPAL EXPENDITURES OF GUARDIAN

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, or a person whom the Trustee deems to be unable wisely or properly to handle funds if paid to such beneficiary directly, the Trustee may make any such payments, in its discretion, in any one or more of the following ways:

- (a) Directly to such beneficiary by direct payment or by deposit in a savings account in the name of the beneficiary or an adult agent of the beneficiary, or by delivery to such person of securities or other properties selected by the Trustee;
- (b) To the natural guardian, or the legally appointed guardian, conservator, custodian or other fiduciary of the person or estate of such beneficiary;
- (c) To any person or organization furnishing support, maintenance or education of such beneficiary; or
- (d) By itself making expenditures directly for the health, support, maintenance or education of such beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied, and the receipt of such payee shall be full acquittance to the Trustee.

The decision of the Trustee as to direct payments or application of funds shall be conclusive and binding upon all parties in interest.

The guardian of any minor beneficiary (other than a guardian who is a parent of such minor beneficiary and who is financially able) is not to incur personal expense in the support and maintenance of such beneficiary. The Trustee is therefore authorized to disburse funds from such beneficiary's trust estate for the purpose of reimbursing such guardian for reasonable expenses incurred in accommodating such beneficiary. The Trustee shall construe its authority liberally to permit payments reasonably necessary to ease the financial burden on such guardian or other suitable individual with whom such beneficiary resides, and on such guardian's family, which may result from such beneficiary's presence in such guardian's household.

SECTION 6. COMPROMISE OF CLAIMS

The Trustee may, at its option, at any time, in connection with its management of the trust estate or the collection of any moneys due or payable to it as Trustee hereunder, compromise or abandon any claims existing in favor of or against the trust estate, and commence or defend, at the expense of the trust, such litigation with respect to the trust estate as the Trustee may deem advisable. In addition, the Trustee may, at its option, withhold from distribution, at the time for distribution of any property in this trust, with or without the payment of interest, all or any part of the property, if the Trustee determines in the Trustee's discretion that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise.

SECTION 7. 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.

SECTION 8. DIVISION AND DISTRIBUTION IN KIND

Upon any division of the trust estate into separate shares or trusts, and upon any distribution of income or principal, the Trustee may apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner and at such valuations as the Trustee in its discretion deems advisable, any distribution or division in kind may be made, in the Trustee's discretion and subject to its fiduciary obligation, on either a pro rata or non-pro rata basis so long as the respective assets allocated or distributed have equivalent or proportionate fair market value. In making in kind allocations of assets, the Trustee shall take into consideration the income tax basis of specific property to be so allocated in determining equivalence of value. The Trustee may sell such property as it deems necessary to make any such division or distribution. After any division of the trust estate, the Trustee may make joint investments with funds from some or all of the several shares or trusts. The Trustee shall not exercise these powers in a manner that would impair the qualifications for the federal estate tax marital deduction of any trust intended to so qualify.

SECTION 9. EARLY TERMINATION BY TRUSTEE

The Trustee in its sole and absolute discretion may terminate any trust hereunder at any time it determines that the aggregate value of the trust property renders continued administration economically infeasible and, upon such termination, shall pay over

the remaining trust property to the Trustors, if living, or to the income beneficiary or, proportionately, the income beneficiaries thereof after the Trustors' death. Upon such termination, the remainder interest in such trust shall be extinguished and the Trustee shall be accountable with respect to such trust only to the Trustors, if living, or to such income beneficiary or beneficiaries (or to a parent or legal guardian in the case of a minor beneficiary) after the Trustors' death.

SECTION 10. TRANSACTIONS WITH OTHER TRUSTS OR THE ESTATE OF A TRUSTOR

The Trustee may purchase assets from, sell assets at fair market value to, borrow money from or loan money (with adequate security and interest) to (1) the estate of a deceased Trustor, or (2) another trust established by a Trustor, or engage in such transactions between separate trusts established hereunder. The terms of such transactions shall be solely within the discretion of the Trustee, subject to the Trustee's fiduciary obligations, and the Trustee shall incur no liability with regard thereto.

SECTION 11. BUDGET INCOME AND EXPENSES

The Trustee shall have the power to budget the estimated annual income and expenses of the trust in such manner as to equalize as far as possible periodic income payments to beneficiaries.

SECTION 12. TAXES

Except as otherwise provided, taxes shall be paid and charged by the Trustee as follows:

- (a) Upon the death of any beneficiary, excluding a Trustor, in which case specific provision is made hereinafter, any estate, inheritance, succession or other death taxes, duties, charges or assessments, together with interest, penalties, costs, Trustees' compensation and attorneys' fees, which shall become due by reason of the trust estate or any interest therein being includable in the estate of said beneficiary for such tax purposes, may be paid by the Trustee from the trust estate, unless other adequate provision shall have been made therefor. Except as otherwise specifically provided, such payments shall be charged to the trust against which the obligation is imposed without any proration or charge therefor against any specifically designated beneficiary thereof.
- (b) If the Trustee considers that any distribution from a trust hereunder, other than pursuant to a power to withdraw or appoint, is a taxable distribution subject to a generation-skipping tax payable by the distributee, the

Trustee shall augment the distribution by an amount which the Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates. If the Trustee considers that any termination is a taxable termination subject to a generation-skipping tax, or any distribution hereunder is a "direct skip" subject to generation-skipping tax, the Trustee shall pay the tax from the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries. If the tax is imposed in part by reason of trust property hereunder and in part by reason of other property, the Trustee shall pay that portion thereof which the value of the trust property bears to the total property taxed, taking into consideration deductions, exemptions and other factors which the Trustee deems pertinent.

- (c) The Trustee shall have full power and authority to pay from the trust estate any other taxes, charges or assessments for which the Trustee, the trust estate or any interest therein becomes liable, and any such payments shall be made from and charged to any share or separate trust thereof, as the Trustee in its discretion deems proper, and to either income or principal as prescribed by California law.
- (d) The Trustee may make any such payments directly to a personal representative or other fiduciary, and the Trustee may rely upon a written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties and other costs, and shall be under no duty to see to the application of any funds so paid.
- (e) The Trustee shall make such elections under the tax laws as it deems advisable and most advantageous to the trust and the beneficiaries, and the decision of the Trustee in this regard shall be conclusive on all concerned. Any such election made by the Trustee, or decision by the Trustee not to make such an election, in good faith shall be a full acceptance and discharge to the Trustee, and the Trustee shall not be liable to any persons by reason of its exercise or decision not to exercise such election. Without limiting the generality of the foregoing, if an executor is not appointed for Trustor's estate, then wherever under the applicable law the Trustee may use certain expenses incurred in the administration of a trust herein created either as deductions to reduce the federal income tax liability of such trust or the federal estate tax liability of a Trustor's estate, the Trustee may use such deductions in the manner in which the Trustee, in its discretion, deems for the overall benefit of such trust and its beneficiaries. In such event, the Trustee shall also have the discretion to select the federal estate tax

valuation date and to elect deferred payment of federal estate tax. The Trustee shall not be required to make any compensating adjustments in either the income or principal of such trust or among its various beneficiaries by reason thereof.

- (f) Notwithstanding any provision in Trustor's spouse's Last Will and Testament, it is the Trustor's intent and direction that all estate, inheritance and any other death taxes, including interest and penalties, as a result of the Trustor's death with respect to all property includable in the gross estate of the Trustor's spouse, be paid out of then-general principal of this trust.

SECTION 13. RELEASE OF POWERS

A Trustee shall have the power to release or to restrict the scope of any power that it may hold in connection with any trust created herein, whether such power is expressly granted herein or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee, specifying the powers to be released or restricted and nature of the restriction.

SECTION 14. LIFE INSURANCE AND OTHER DEATH BENEFITS

The Trustee shall have the following powers, duties and discretions with respect to policies of life insurance:

- (a) The Trustee, without being obligated to do so, may pay premiums, assessments or other charges with respect to policies held as a part of the trust estate, and all other charges upon such policies otherwise required to preserve them as binding agreements.
- (b) In the event that the Trustee intends not to pay any premium, assessment or other charge with respect to any policy held by it, or otherwise intends to cancel, convert or substantially modify any such policy, it shall first give the insured, or the fiduciary of the person of an insured under disability, at least fifteen (15) days advance written notice of its intention to take such action.
- (c) Any amounts received by the Trustee with respect to any policy as a dividend shall be treated as principal.
- (d) Upon the receipt of proof of death of any person whose life is insured for the benefit of any trust hereunder, or upon maturity of any policy payable to a Trustee prior to the death of the insured, the Trustee shall collect all sums payable with respect thereof and shall thereafter hold such sums as principal of the respective

trust estate, except that any interest paid by the insurer for a period subsequent to maturity shall be considered as income.

- (e) The Trustee may compromise, arbitrate or otherwise adjust claims upon any policies, and may, but shall not be required to, exercise any settlement options available under such policies. The receipt of the Trustee to an insurer shall be a full discharge and such insurer is not required to see to the application of the proceeds.

With respect to death benefits payable under any qualified employee benefit plan in which a Trustor is a participant and under which the Trustee may elect the mode of payment, the Trustee shall elect a mode of payment which, in the Trustee's discretion, appears to be the most advantageous option available to this trust and/or its then current income beneficiaries, in terms of income tax, estate, and inheritance tax, and/or investment return considerations, based on the Trustee's evaluation of the facts and circumstances relevant to such considerations as they exist at the time the Trustee makes such election. An election of a mode of payment made by a Trustee in good faith in the exercise of the discretionary power conferred upon it shall be final and binding upon all persons whomsoever and shall be a full acquittance and discharge to the Trustee, and the Trustee shall not be liable to any person by reason of its exercise of such discretionary power.

Death benefits paid in lump sum under any such employee plan shall be allocated to principal unless, in its discretion, the Trustee determines that to do so would result in adverse income tax consequences to the trust and the beneficiaries. Installment payments shall be allocated to income and/or principal in the discretion of the Trustee, taking into consideration not only the tax consequences of such allocation but the interests of both income beneficiaries and remaindermen. If the Trustee is also the income beneficiary of the trust to which such payments are made, any such discretionary allocation shall be made only with the express written consent of all remaindermen living and competent to act. In no event shall the Trustee make an election or exercise its discretion pursuant to this section in any way that would impair the qualification for the federal estate tax marital deduction of any trust intended to so qualify. Moreover, and without intending to limit the generality of the foregoing, such payments to a trust intended to qualify for the federal estate tax marital deduction shall be deemed income at least to the extent necessary to assure qualification of that trust for such deduction (i.e., an amount at least equal to the entire net income earned on the total amount remaining to be

distributed under the participant's interest in such plan). The receipt of the Trustee to an administrator of such a plan shall be a full discharge, and such administrator is not required to see to the application of funds so paid.

SECTION 15. U.S. TREASURY BONDS

The Trustee (or if there are co-Trustees, any Trustee) is authorized in its discretion, to purchase, at less than par, obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of the Trustor in such amounts as the Trustee deems advisable. The Trustee shall exercise its discretion and purchase such obligations if the Trustee has reason to believe Trustor is in substantial danger of death, and may borrow funds and give security for that purpose. The Trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase. The Trustee shall not be liable to the Trustor or any beneficiary of this Trust for losses resulting from purchases made in good faith. The Trustee is directed to redeem any such obligations that are part of the trust estate to the fullest extent possible in payment of the federal estate tax liability of the Trustor.

SECTION 16. BANK ACCOUNTS AND ENDORSEMENTS

The Trustee is authorized to open accounts at banking, savings and loan, or other financial institutions, for the trust estate in such manner that funds may be withdrawn from such accounts upon the signature of one of two acting Trustees. The signature of one of two acting Trustees shall be sufficient to endorse any check or other payment which may be received for the account of the trust, and such endorsement shall be a sufficient receipt to the person giving such check or payment to the trust. However, the foregoing provision shall not apply while a corporate Trustee is acting as co-Trustee.

SECTION 17. SEPARATE TRUSTS

Each share (or part thereof) of the trust estate shall constitute a separate and distinct trust, but the Trustee shall not be required to make physical segregation of trust assets to the several shares and may hold property in undivided interests in each share. The Trustee may, however, make physical segregation if that seems necessary or advisable in the Trustee's discretion.

SECTION 18. PROVISION REGARDING SUBCHAPTER S STOCK

If any trust created hereunder should at any time hold shares of stock in a corporation which has elected to be taxed under

Subchapter S of the Internal Revenue Code and the Trustee has discretion as to distributions of income from such trust, the Trustee shall, in exercising such discretion, take into consideration the desirability of qualifying such trust under Section 1361(d) of the Internal Revenue Code as a Qualified Subchapter S Trust.

ARTICLE EIGHT

DISTRIBUTION OF INCOME AND PRINCIPAL

SECTION 1. DISTRIBUTION DURING TRUSTORS' LIFETIME

The Trustee shall pay to or apply for the use and benefit of the Trustors as their community property the entire net income from community property comprising the trust estate and shall distribute as community property such amounts of principal of such community property as shall be requested by either Trustor. The entire net income from separate property shall be paid to or for the use and benefit of the Trustor who contributed it to the trust and principal shall be distributed at such Trustor's request.

SECTION 2. DISTRIBUTION DURING TRUSTOR'S INCAPACITY

If at any time during their joint lifetime either Trustor should become incompetent or should for any other reason be unable to act on his or her own behalf, the Trustee may in its discretion pay to or apply for the benefit of such Trustor, amounts of net income and principal of the trust estate (first from the community estate and then from such Trustor's separate estate), up to the whole thereof, as the Trustee may from time to time deem advisable to provide for such Trustor's maintenance in health and reasonable support, in accordance with such Trustor's accustomed standard of living, and to support those dependent on such Trustor, without regard to such Trustor's other means outside of this trust. Any income not so used shall be added to the principal of the community or separate estate as the case may be.

SECTION 3. AUTHORIZED ACTION AT TRUSTOR'S DEATH

At either Trustor's death, Trustee is authorized but not directed to pay over to Trustor's executor, administrator, or personal representative so much of the trust fund as such representative shall state in writing is necessary or desirable to provide Trustor's estate with funds with which to pay Trustor's funeral expenses, debts, cost of administration of Trustor's estate and all of the taxes of Trustor's estate, including transfer, estate and inheritance taxes which may be imposed on any of Trustor's property. Any statement of executor, administrator, or personal representative shall be binding and conclusive upon Trustee and upon all persons and corporations having any interest in the trust fund or property.

- (a) If such representative fails to furnish any such directions or if no such representative is appointed, Trustee may, in Trustee's discretion, pay in whole or in part all debts which are due and enforceable against Trustor's estate, the expenses of the last illness, funeral, and administration and all death taxes and other government charges imposed under the laws of the United States or of any state or country by reason of such death.

- (b) The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of their exercising, in good faith, the authority granted them under this Section.
- (c) If trust assets are utilized to pay any of the death taxes imposed under the laws of the United States, Trustee shall first utilize those obligations of the United States which are redeemable at par when applied for such purposes (commonly referred to as "flower bonds"). Trustee is also authorized to use ("flower bonds" or their equivalent) for assets which are not contained in the trust fund, which are included in deceased Trustor's estate.

SECTION 4. DEFERRAL OF DIVISION OR DISTRIBUTION

Whenever Trustee is directed to make a distribution or a division of trust assets into separate trusts or shares on the death of Trustor, Trustee may, at his or her discretion, defer such distribution or division of the trust estate for a reasonable period of time after Trustor's death. If Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this trust agreement and all rights given to the beneficiaries under provisions of this trust agreement shall be deemed to have accrued and vested as of such prescribed time.

SECTION 5. AUTHORITY OF TRUSTEE TO MAKE TAX ELECTIONS

The Trustee may exercise any available elections with regard to State or Federal income, inheritance, estate, succession, or gift tax law.

The authority granted the Trustee in this Section includes the right to elect any alternate valuation date for Federal or State tax purposes.

The authority granted the Trustee in this Section shall include the right to elect whether all or any part of the administration expenses of a Trustor's estate, are to be used as estate tax deductions or income tax deductions. No compensating adjustments need be made between income and principal as a result of such elections unless the Trustee in his or her sole and absolute discretion, shall determine, or otherwise unless required by law.

Trustee may also sign joint tax returns; pay any tax, interest, or penalty with regard to taxes; apply for and collect tax refunds and interest thereon.

SECTION 6. ADMINISTRATION OF TRUST UPON DEATH OF FIRST TRUSTOR

The first Trustor to die shall be called the "deceased Spouse" and the living Trustor shall be called the "surviving Spouse". On the death of the deceased Spouse, the entire trust fund shall continue in trust for the benefit of the surviving Spouse. During the lifetime of the surviving Spouse, Trustee shall pay to him or her, or apply for his or her benefit, the entire net income from the entire trust fund, at least quarterly. At the written request of the surviving Spouse, Trustee shall pay to him or her as much of the principal of the entire trust fund as he or she shall request. During the lifetime of the surviving Spouse, Trustee, in Trustee's sole discretion, may additionally pay to or apply for the surviving Spouse's benefit such principal distributions as Trustee deems necessary for the surviving Spouse's health, support, comfort, enjoyment, welfare and maintenance.

Trustee shall exercise in a liberal manner the power to invade the principal of the trust fund, since it is Trustors' intent that the comfort, welfare and happiness of the surviving Spouse is primary and the rights of the other beneficiaries in the trust shall be considered of secondary importance.

SECTION 7. DISTRIBUTION OF TRUST ESTATE AT SURVIVING SPOUSE'S DEATH

Upon the death of the surviving Trustor, the Trustee shall hold, administer and/or distribute the trust estate as set forth in the following paragraphs:

(a) Gifts of Tangible Personal Property

Upon the death of the surviving Spouse, the Trustee shall distribute, free of trust, all of the surviving Trustor's jewelry, clothing, household furniture and furnishings, kitchenware, personal automobiles, photographs and other tangible articles of a personal nature, or any interest in any such property, not otherwise specifically disposed of by this instrument or in any other manner, together with any insurance on the property, at the Trustee's discretion.

(b) Rest, Residue and Remainder of Trust Estate

Trustee shall hold, administer and distribute the rest, residue and remainder of the trust estate, as then constituted, free of trust, as follows:

<u>Beneficiary</u>	<u>Relationship</u>	<u>Amount</u>
GAIL ANN MILLMAN WOIR	DAUGHTER	1/6
SUSAN LYNN MILLMAN OLDSTON	DAUGHTER	1/6
JAMIE BETH MILLMAN	DAUGHTER	1/6

<u>Beneficiary</u>	<u>Relationship</u>	<u>Amount</u>
KAREN LEE MILLMAN SCHLOSSBERG	DAUGHTER	1/6
MORGAN JENNIFER WOIR	GRANDDAUGHTER	1/6
JORDAN STACY WOIR MOORE	GRANDDAUGHTER	1/6

In the event any of the above named beneficiaries predeceases the surviving Spouse, the trust share set aside for her shall fail and become part of the rest, residue and remainder of the trust estate to be distributed in equal shares to the above named beneficiaries then-living, free of trust.

(c) No Distribution

Trustors are specifically and intentionally making no provision in this trust document for their grandsons JASON SCOTT LUPACCHINI and JONATHAN CRAIG LUPACCHINI.

SECTION 8. DISTRIBUTION IN THE EVENT ALL NAMED BENEFICIARIES ARE DECEASED

If at the time of the surviving Trustor's death or at any time before full distribution of the trust estate all issue of the Trustor's marriage are deceased and no other disposition of the property is directed by this trust, or by the exercise of a power of appointment, then the trust estate or the portion of it remaining shall be distributed one-half (1/2) to the heirs of Murray Millman and one-half (1/2) to the heirs of Phyllis B. Millman, both classes of heirs to be then determined according to the laws of California in force at the date of such termination relating to the succession of separate property not acquired from a predeceased spouse, parent or grandparent.

* * * *

Executed on May 4, 2004 at Indian Wells, California.

TRUSTOR: Murray Millman
MURRAY MILLMAN
P.O.A. PHYLLIS B. MILLMAN

TRUSTOR: Phyllis B. Millman
PHYLLIS B. MILLMAN

We certify that we have read the foregoing trust agreement and that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the Trustee. We approve the trust agreement in all particulars.

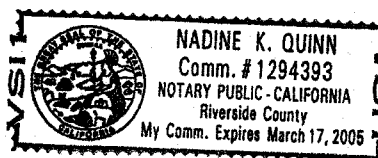
CO-TRUSTEE: Murray Millman
MURRAY MILLMAN
P.O.A. PHYLLIS B. MILLMAN

CO-TRUSTEE: Phyllis B. Millman
PHYLLIS B. MILLMAN

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On May 4, 2004 before me (Nadine K. Quinn, Notary Public), personally appeared PHYLLIS B. MILLMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Nadine K. Quinn
NOTARY PUBLIC



COPY

SECOND AMENDMENT TO

THE RESTATED MILLMAN TRUST OF 1983

THIS AMENDMENT is made and executed by and between MURRAY MILLMAN, and PHYLLIS B. MILLMAN, residents of the County of Riverside, State of California, as Trustors and MURRAY MILLMAN and PHYLLIS B. MILLMAN as Co-Trustees (hereinafter referred to in this trust agreement as "Trustee").

ARTICLE ONE

CONVEYANCE

WHEREAS, on December 15, 1983, Trustors did create and execute a revocable inter-vivos trust in which they were named as Trustees, and which is known as THE MILLMAN TRUST OF 1983.

WHEREAS, said trust reserved to Trustors the right and power to make amendments to said trust;

WHEREAS, Trustors did amend said trust on the following dates: July 1, 1993, December 12, 1996 and June 27, 1997;

WHEREAS, Trustors did amend and restate said trust, which need not be referred to again by any person, in its entirety on May 18, 1999; and

WHEREAS, said trust reserved to Trustors the right and power to make amendments to said trust;

WHEREAS, Trustors did amend said trust on July 12, 1999;

WHEREAS, Trustors now desire to further amend said restatement and in the manner particularly hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OTHERS, IT IS AGREED AS FOLLOWS:

1. That Section 1 of Article Five of said agreement shall hereby be canceled, annulled and rescinded and in lieu thereof the following shall be substituted:

=====

[A] AMENDMENT TO ARTICLE FIVE, SECTION 1 as follows:

=====

SECTION 1. IDENTITY OF SUCCESSOR TRUSTEE(S)

Upon the death, resignation, or legal disability of Trustor **MURRAY MILLMAN**, the following persons shall replace him as successor Trustee(s) in the order in which their names appear:

- (1) Trustor's spouse, **PHYLLIS B. MILLMAN**
- (2) Trustor's attorney, **NADINE K. QUINN**
- (3) Trustor's attorney, **HEATHER M. FLANAGAN**

Upon the death, resignation, or legal disability of Trustor **PHYLLIS B. MILLMAN**, the following persons shall replace her as successor Trustee(s) in the order in which their names appear:

- (1) Trustor's spouse, **MURRAY MILLMAN**
- (2) Trustor's attorney, **NADINE K. QUINN**
- (3) Trustor's attorney, **HEATHER M. FLANAGAN**

=====

2. That Article Eight of said agreement shall hereby be canceled, annulled and rescinded and in lieu thereof the following shall be substituted:

=====

[B] AMENDMENT TO ARTICLE EIGHT 4 AS FOLLOWS:

=====

ARTICLE EIGHT

DISTRIBUTION OF INCOME AND PRINCIPAL

SECTION 1. DISTRIBUTION DURING TRUSTORS' LIFETIME

The Trustee shall pay to or apply for the use and benefit of the Trustors as their community property the entire net income from community property comprising the trust estate and shall distribute as community property such amounts of principal of such community property as shall be requested by either Trustor. The entire net income from separate property shall be paid to or for the use and benefit of the Trustor who contributed it to the trust and principal shall be distributed at such Trustor's request.

SECTION 2. DISTRIBUTION DURING TRUSTOR'S INCAPACITY

If at any time during their joint lifetime either Trustor should become incompetent or should for any other reason be unable

to act on his or her own behalf, the Trustee may in its discretion pay to or apply for the benefit of such Trustor, amounts of net income and principal of the trust estate (first from the community estate and then from such Trustor's separate estate), up to the whole thereof, as the Trustee may from time to time deem advisable to provide for such Trustor's maintenance in health and reasonable comfort, in accordance with such Trustor's accustomed standard of living, and to support those dependent on such Trustor, without regard to such Trustor's other means outside of this trust. Any income not so used shall be added to the principal of the community or separate estate as the case may be.

SECTION 3. AUTHORIZED ACTIONS AT TRUSTOR'S DEATH

At Trustor's death, Trustee is authorized and directed to pay to Trustor's executor, administrator, or personal representative, from the Residual Trust on the death of the first Trustor to die, and from the Marital Trust on the death of the second Trustor to die, subject to the exercise of any power of appointment granted to such Trustor, so much of the trust fund as such representative shall state in writing is necessary or desirable to provide Trustor's estate with funds with which to pay Trustor's funeral expenses, debts, cost of administration of Trustor's estate and all of the taxes of Trustor's estate, including transfer, estate and inheritance taxes which may be imposed on any of Trustor's property. Any statement of executor, administrator, or personal representative shall be binding and conclusive upon Trustee and upon all persons and corporations having any interest in the trust fund or property.

(A) If such representative fails to furnish any such directions, or if no such representative is appointed, Trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against Trustor's estate, the expenses of the last illness, funeral, and administration and all death taxes and other government charges imposed under the laws of the United States or of any state or country by reason of such death.

(B) If trust assets are utilized to pay any of the death taxes imposed under the laws of the United States, Trustee shall first utilize those obligations of the United States which are redeemable at par when applied for such purposes (commonly referred to as "Flower bonds"). Trustee is also authorized to use ("Flower Bonds" or their equivalent) for assets which are not contained in the trust estate, which are included in Trustor's estate.

SECTION 4. ADMINISTRATION AT FIRST DEATH

The first Trustor to die shall be called the "deceased Spouse" or "deceased Trustor" and the living Trustor shall be called the "surviving Spouse" or "surviving Trustor".

(a) GIFTS OF TANGIBLE PERSONAL PROPERTY

Upon the death of the deceased Spouse, the Trustee shall distribute all of his or her jewelry, clothing, household furniture and furnishings, kitchenware, personal automobiles, photographs and other tangible articles of personal nature, or the deceased Trustor's interest in any such property, not otherwise specifically disposed of by this instrument or in any other manner, together with any insurance on the property, to the Marital Trust.

(b) DIVISION INTO THE MARITAL TRUST AND THE RESIDUAL TRUST

Upon the death of the deceased Trustor, the Trustee shall divide the balance of the trust estate, including that received upon or by reason of the death of the deceased Trustor, but after the distributions provided for in Paragraphs (a) and (b) above, into two (2) separate trust shares to be designated the "**Marital Trust**" and the "**Residual Trust**".

(1) **Marital Trust**

The Marital Trust shall include the surviving spouse's interest in the trust estate, including any undistributed or accrued income. The Marital Trust shall also include the minimum dollar amount necessary to eliminate entirely or reduce to the maximum extent possible any federal estate tax at the death of the deceased Spouse, taking into account: (A) All deductions and credits allowed for federal estate tax purposes in the estate of the deceased Spouse (including the state death tax credit provided the use of such credit does not result in an increase in the amount of state death taxes paid) and (B) the final federal estate tax values of all other property interest included in the gross estate of the deceased Spouse which passes or has passed to or in trust for the surviving Spouse so as to qualify for the marital deduction.

For purpose of determining the amount of this transfer, final federal estate tax values shall control and account shall not be taken of any credit that would cause the marital deduction to be disallowed in whole or in part, or of any item not deductible for estate tax purposes claimed for income tax purposes; but all transfers under this trust agreement or otherwise for which the marital deduction would have been allowed but for disclaimer by the surviving Spouse or non-election by the Trustee shall be treated for this purpose as if that deduction had been allowed. This amount

may be satisfied in cash or in kind, or partly in each, and shall not include any policies of insurance the deceased Spouse may have owned at his or her death on the life of the surviving Spouse. Assets allocated in kind shall be deemed to satisfy this amount on the basis of their values at the date or dates of allocation to the Marital Trust.

Only assets eligible for the estate tax marital deduction shall be allocated to the Marital Trust, and assets shall not be allocated to the Marital Trust for which a foreign death tax credit is allowable, unless other property of the trust estate is insufficient to fully fund the Marital Trust.

It is the Trustor's intention to have the Marital Trust qualify for the marital deduction under Section 2056 (b) (7) of the Internal Revenue Code of 1986 et. seq. and the regulations pertaining to that section or any corresponding or substitute provisions applicable to the trust fund. In no event shall Trustee take any action or have any power that will impair the marital deduction, and all provisions regarding the Marital Trust shall be interpreted to conform to this primary objective.

(2) Residual Trust

The Residual Trust shall consist of the balance of the trust estate and shall include any policies of insurance the deceased Spouse may have owned at his or her death on the life of the surviving Spouse.

(c) PAYMENT OF INCOME AND PRINCIPAL TO SURVIVING TRUSTOR

Trustee shall make the following distributions:

(1) Income and Principal of Marital Trust

Trustee shall pay the net income of The Marital Trust in monthly or other convenient installments, but in no event less frequently than in annual installments, to or for the benefit of the surviving Trustor during the remainder of the surviving Trustor's lifetime. If for any reason said surviving Trustor needs funds for his or her reasonable health, education, maintenance, support, comfort, recreation or happiness, or to assist those to whom the surviving Trustor has a legal obligation to support, the Trustee in its discretion may distribute to such surviving Trustor

or for such surviving Trustor's benefit (or for the benefit of such dependents) at any time or times so much of the principal of The Marital Trust, up to the whole thereof, as the Trustee deems proper for such purposes. Upon the death of the surviving Trustor, all of the remainder of the Marital Trust shall be held and administered as provided hereinafter.

(2) Income and Principal of Residual Trust

If Trustee considers the income and principal of the Marital Trust to be insufficient, Trustee shall also pay to or apply for the benefit of the surviving Spouse the income and such sums out of the principal of the Residual Trust as Trustee, in Trustee's discretion, shall consider necessary for the surviving Spouse's proper health, support, education and maintenance, in order to maintain the same standard to which the surviving Spouse was accustomed at the death of the deceased Spouse. Said distributions shall be conferred in a liberal manner, and the rights of the remaindermen shall be considered of secondary importance.

If co-Trustees are acting under this provision, this power to invade the principal of the Residual Trust shall be limited to the Trustee or co-Trustee other than the surviving Spouse.

(d) SURVIVING SPOUSE'S USE OF THE RESIDENCE

If at the date of death of the first of the Trustors to die, any residence occupied by the Trustors at the time, and the contents thereof, such as household furniture, furnishings, silverware, china and like items of tangible property, shall be or become an asset of the trust estate (any one or more of the separate trusts created herein). The Trustee, without regard to the non-income producing character of such residence and contents, shall continue to hold them as an asset of the trust estate (as part of the separate trusts) so long as the surviving Trustor desires to occupy the residence and use the contents. The Trustee shall permit such occupancy by the surviving Trustor without any charge for rent, and shall pay from the trust estate (from the Marital Trust until exhausted and then from the Residual Trust) all taxes and expenses of maintenance, upkeep and repair of such residence. If such residence should be disposed of, with the consent of the surviving Spouse, and the surviving Spouse desires a placing residence, the Trustee shall purchase and hold, upon the same terms as just specified, or rent or lease a suitable residence of comparable or lower value. Nothing in this Section shall be deemed to allow payments of principal for the benefit of the

surviving Trustor beyond the standard for invasion of principal set forth with respect to an income beneficiary of the Residual Trust.

(e) POWERS/RIGHTS OF SURVIVING SPOUSE

The surviving Spouse shall have the power to require Trustee to make all or part of the principal of the Marital Trust productive or to convert promptly any unproductive part of the trust fund into productive property. This power shall be exercised by the surviving Spouse in a written instrument delivered to Trustee.

SECTION 5. DISTRIBUTION OF TRUST ESTATE AT SURVIVING SPOUSE'S DEATH

Upon the death of surviving Spouse, if the husband was the deceased Spouse, then the "Residual Trust" shall be combined and hereinafter referred to as the "**Husband's Trust**" and the "Marital Trust" shall be hereinafter referred to as the "**Wife's Trust**"; however, if the wife was the deceased Spouse, then the "Residual Trust" shall be combined and hereinafter referred to as the "**Wife's Trust**" and the "Marital Trust" shall be hereinafter referred to as the "**Husband's Trust**".

(A) DISTRIBUTION OF "HUSBAND'S TRUST"

Trustee shall hold, administer and distribute the rest, residue and remainder of the "Husband's Trust", free of trust, in equal shares to **THE AMERICAN CANCER SOCIETY** and **THE CITY OF HOPE**, free of trust.

(B) DISTRIBUTION OF "WIFE'S TRUST"

Trustee shall hold, administer and distribute the rest, residue and remainder of the "Wife's Trust", as follows:

<u>Beneficiary</u>	<u>Amount</u>
SUSAN LYNN MILLMAN	25 %
KAREN LEE SCHLOSBERG	25 %
GAIL ANN GRIER	25 %
JAMIE BETH MILLMAN	25 %

In the event one of the above named beneficiaries predeceases the Trustor, the trust share set aside for her shall fail and be distributed in equal shares to the above named beneficiaries then-living, free of trust.

SECTION 6. POWER OF APPOINTMENT IN SURVIVING SPOUSE

On the death of the surviving Spouse, Trustee shall distribute the balance then remaining, if any, of the Marital Trust, including both principal and any accrued or undistributed income, to such one or more persons or entities, including the surviving Spouse's own estate, and on such terms and conditions, either outright or in trust, as the surviving Spouse shall appoint by Will specifically referring to and exercising this general power of appointment, or by an amendment to this trust agreement that provides for the distribution of the Marital Trust separate from the Residual Trust. Any of the Marital Trust not effectively appointed by the surviving Spouse in this manner shall be added to the Residual Trust, to follow the disposition thereof. However, Trustee shall first pay out of the Marital Trust not appointed, the surviving Spouse's last illness and funeral expenses, attorney's fees and other costs incurred in administering his or her probate estate, other obligations incurred for his or her support, and any estate or inheritance taxes (including interest and penalties occasioned by the surviving Spouse's death.

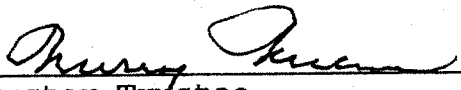
SECTION 7. DISTRIBUTION IN THE EVENT ALL NAMED BENEFICIARIES ARE DECEASED

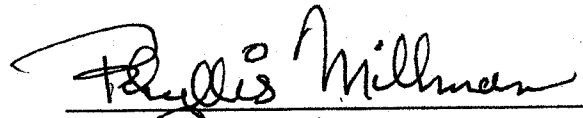
If at the time of the surviving Trustor's death or at any time before full distribution of the trust estate all issue of the Trustor's marriage are deceased and no other disposition of the property is directed by this trust, or by the exercise of a power of appointment, then the trust estate or the portion of it remaining shall be distributed one-half (1/2) to the heirs of **MURRAY MILLMAN** and one-half (1/2) to the heirs of **PHYLLIS B. MILLMAN**, free of trust.

=====

3. Except for the changes hereinabove set forth, the provisions of said restated trust agreement dated May 18, 1999 shall be ratified and confirmed.

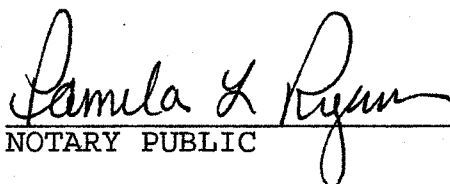
IN WITNESS WHEREOF, the undersigned declares under penalty of perjury that the foregoing is true and correct and that they have executed this **AMENDMENT TO THE MILLMAN TRUST OF 1983 AS RESTATED** on this 16th day of April 2001, at Indian Wells, County of Riverside, California.

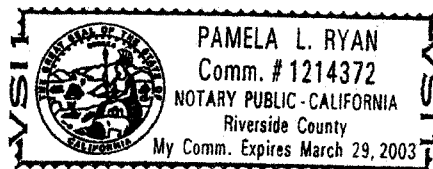

Trustor-Trustee


Trustor-Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On April 16, 2001 before me (Pamela L. Ryan, Notary Public), personally appeared **MURRAY MILLMAN** and **PHYLLIS B. MILLMAN**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.


NOTARY PUBLIC



COPY

**THIRD AMENDMENT TO
THE RESTATED MILLMAN TRUST OF 1983**

THIS AMENDMENT is made and executed by and between **MURRAY MILLMAN**, and **PHYLLIS B. MILLMAN**, residents of the County of Riverside, State of California, as Trustors and **MURRAY MILLMAN** and **PHYLLIS B. MILLMAN** as Co-Trustees (hereinafter referred to in this trust agreement as "Trustee").

ARTICLE ONE

CONVEYANCE

WHEREAS, on December 15, 1983, Trustors did create and execute a revocable inter-vivos trust in which they were named as Trustees, and which is known as **THE MILLMAN TRUST OF 1983**.

WHEREAS, said trust reserved to Trustors the right and power to make amendments to said trust;

WHEREAS, Trustors did amend said trust on the following dates: July 1, 1993, December 12, 1996, June 27, 1997;

WHEREAS, Trustors did amend and restate said trust, which need not be referred to again by any person, in its entirety on May 18, 1999; and

WHEREAS, said trust reserved to Trustors the right and power to make amendments to said trust;

WHEREAS, Trustors did amend said trust on July 12, 1999 and April 16, 2001;

WHEREAS, Trustors now desire to further amend said restatement and in the manner particularly hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OTHERS, IT IS AGREED AS FOLLOWS:

1. That Section 1 of Article Five of said agreement shall hereby be canceled, annulled and rescinded and in lieu thereof the following shall be substituted:

=====

[A] AMENDMENT TO ARTICLE FIVE, SECTION 1 as follows:

=====

SECTION 1. IDENTITY OF SUCCESSOR TRUSTEE(S)

Upon the death, resignation, or legal disability of Trustor **MURRAY MILLMAN**, the following persons shall replace him as successor Trustee(s) in the order in which their names appear:

- (1) Trustor's spouse, **PHYLLIS B. MILLMAN**
- (2) Trustor's attorney, **NADINE K. QUINN**
- (3) Trustor's friend, **PAMELA L. RYAN**

Upon the death, resignation, or legal disability of Trustor **PHYLLIS B. MILLMAN**, the following persons shall replace her as successor Trustee(s) in the order in which their names appear:

- (1) Trustor's spouse, **MURRAY MILLMAN**
- (2) Trustor's attorney, **NADINE K. QUINN**
- (3) Trustor's friend, **PAMELA L. RYAN**

=====

2. That Section 5 of Article Eight of said agreement shall hereby be canceled, annulled and rescinded and in lieu thereof the following shall be substituted:

=====

[B] AMENDMENT TO ARTICLE EIGHT, SECTION 5 as follows:

=====

SECTION 5. DISTRIBUTION OF TRUST ESTATE AT SURVIVING SPOUSE'S DEATH

Upon the death of surviving Spouse, if the husband was the deceased Spouse, then the "Residual Trust" shall be combined and hereinafter referred to as the "**Husband's Trust**" and the "Marital Trust" shall be hereinafter referred to as the "**Wife's Trust**"; however, if the wife was the deceased Spouse, then the "Residual Trust" shall be combined and hereinafter referred to as the "**Wife's Trust**" and the "Marital Trust" shall be hereinafter referred to as the "**Husband's Trust**".

(A) DISTRIBUTION OF "HUSBAND'S TRUST"

Trustee shall hold, administer and distribute the rest, residue and remainder of the "**Husband's Trust**", free of trust, in

equal shares to THE AMERICAN CANCER SOCIETY and THE CITY OF HOPE, free of trust.

(B) DISTRIBUTION OF "WIFE'S TRUST"

Trustee shall hold, administer and distribute the rest, residue and remainder of the "Wife's Trust", as follows:

<u>Beneficiary</u>	<u>Percentage</u>
SUSAN LYNN MILLMAN	1/5 %
KAREN LEE SCHLOSBERG	1/5 %
GAIL ANN GRIER	1/5 %
JAMIE BETH MILLMAN	1/5 %
JORDAN STACY WOIR	1/5 %

(C) DISTRIBUTION FOR BENEFICIARIES

The trust share set aside for each beneficiary shall be distributed as follows:

(1) Share for SUSAN LYNN MILLMAN

The trust share set aside for SUSAN LYNN MILLMAN shall be held in further trust to be known as the SUSAN LYNN MILLMAN TRUST to be administered as follows:

(a) Distribution of THE SUSAN LYNN MILLMAN TRUST

Until the death of SUSAN LYNN MILLMAN, or until the trust is dissolved, Trustee shall pay to Trustor's daughter the sum of Two Thousand Dollars (\$2,000) monthly. If the Trustee considers the sum of Two Thousand Dollars (\$2,000) a month to be insufficient, the Trustee shall also pay to or apply for the benefit of SUSAN LYNN MILLMAN as much of the principal of the trust fund as Trustee in Trustee's discretion considers necessary for said daughter's health, education, maintenance and support. The Trustee may take into consideration any of the daughter's other income or resources known to the Trustee.

(b) Alternate Distribution

In the event SUSAN LYNN MILLMAN predeceases the Trustor, or the complete distribution of the trust set aside for her, the Trustee shall distribute

said trust, as then constituted, in equal shares to
**KAREN LEE SCHLOSBERG, GAIL ANN GRIER, JAMIE BETH
MILLMAN and JORDAN STACY WOIR**, free of trust.

(2) Share for **KAREN LEE SCHLOSBERG**

The Trustee shall distribute the trust share set aside
for **KAREN LEE SCHLOSBERG** to her, free of trust.

In the event **KAREN LEE SCHLOSBERG** predeceases the
Trustor, this distribution shall fail and become part of
the rest, residue and remainder of the trust estate to be
distributed in equal shares to the above named
beneficiaries then-living.

(3) Share for **GAIL ANN GRIER**

The Trustee shall distribute the trust share set aside
for **GAIL ANN GRIER** to her, free of trust.

In the event **GAIL ANN GRIER** predeceases the Trustor, this
distribution shall fail and become part of the rest,
residue and remainder of the trust estate to be
distributed in equal shares to the above named
beneficiaries then-living.

(4) Share for **JAMIE BETH MILLMAN**

The Trustee shall distribute the trust share set aside
for **JAMIE BETH MILLMAN** to her, free of trust.

In the event **JAMIE BETH MILLMAN** predeceases the Trustor,
this distribution shall fail and become part of the rest,
residue and remainder of the trust estate to be
distributed in equal shares to the above named
beneficiaries then-living.

(5) Share for **JORDAN STACY WOIR**

The Trustee shall distribute the trust share set aside
for **JORDAN STACY WOIR** to her, free of trust.

In the event **JORDAN STACY WOIR** predeceases the Trustor,
this distribution shall fail and become part of the rest,
residue and remainder of the trust estate to be
distributed in equal shares to the above named
beneficiaries then-living.

=====

3. Except for the changes hereinabove set forth, the
provisions of said restated trust agreement dated May 18, 1999
shall be ratified and confirmed.

IN WITNESS WHEREOF, the undersigned declares under penalty of perjury that the foregoing is true and correct and that they have executed this **AMENDMENT TO THE MILLMAN TRUST OF 1983 AS RESTATED** on this 25th day of September 2001, at Indian Wells, County of Riverside, California.

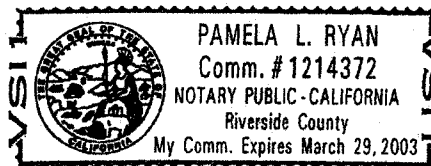
Murray Millman
Trustor-Trustee

Phyllis Millman
Trustor-Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On September 25, 2001 before me (Pamela L. Ryan, Notary Public), personally appeared **MURRAY MILLMAN** and **PHYLLIS B. MILLMAN**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Pamela L. Ryan
NOTARY PUBLIC





April 30, 2007

Desiree Taylor
Tax Defaulted Land Unit
Riverside County Tax Collector
P.O. Box 12005
Riverside, CA 92502-2205

RE; Tax sale TC 176/ Item #27 /APN 181-101-002-6

Dear Desiree,

Please find attached certified copies of documents filed with The California Secretary of State Pertaining to the claim for excess proceeds we have filed with your office. This supplement to the claim provides further substantiation that we are contract on behalf of and recovering for the correct and true Party of Interest.

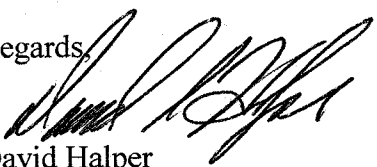
On or about June 6th, 1977, Murray Millman incorporated ROLLS ROYCE CONSTRUCTION COMPANY, INC. as evidenced by the filing on that date of the ARTICLES OF INCORPORATION OF ROLLS ROYCE CONSTRUCTION COMPANY, INC. I have provided a Certified Copy of these reference documents. **EXHIBIT A**

On or about June 20th, 1978, Rolls Royce Construction Company, Inc. filed with the Secretary of State of California a STATEMENT OF DOMESTIC STOCK CORPORATION. **EXHIBIT B**

Please note Mrs. Phyllis Millman held the position of a Director. Subsequently, I provide your office herein with a Certified Copy of an updated STATEMENT OF DOMESTIC STOCK CORPORATION filed on October 25th, 1979 with the Secretary of State. Please note Phyllis Millman is listed as the Secretary and as a Director. **EXHIBIT C**

I further present to your office a CERTIFICATE OF DEATH OF MURRAY MILLMAN. Please note the informants name is "Phyllis Beverly Millman-Wife" per Box #26. Further evidence I am contract with and recovering on behalf of the true and correct party of Interest is the evidence offered on the Certificate of Death that Murray Millman's usual address is listed as "78267 Arbor Glen Road., Palm Desert, CA. 92211" per Boxes 20, 21, and 23. **EXHIBIT D**

Regards,


David Halper



904 Silver Spur Rd. #363 • Rolling Hills Estates • CA 90274
Toll Free: 1-866-846-3966 • Phone: 1-310-265-0220 • Facsimile: 1-310-265-0221
www.timezone.net

RECEIVED
07 MAY - 1 PM 3:00
RIVERSIDE COUNTY
TREASURER/TAX COLLECTOR

State of California
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

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

DEC 30 2006



A handwritten signature in cursive script, reading "Bruce McPherson".

BRUCE McPHERSON
Secretary of State

Best copy available

798663

FILED

In the office of the Secretary of State
of the State of California

JUN 9 1977

MARCH FONG EU, Secretary of State

[Signature]
Deputy

ARTICLES OF INCORPORATION
OF
ROLLS ROYCE CONSTRUCTION COMPANY, INC.

I.

The name of this corporation is Rolls Royce Construction Company, Inc.

II.

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

III.

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

Murray Millman

138 West 38th Street
Los Angeles, California 90037

IV.

The corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 2,500.

DATED: May 19, 1977.

[Signature]
Murray Millman (Incorporator)

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

[Signature]
Murray Millman



State of California
Secretary of State

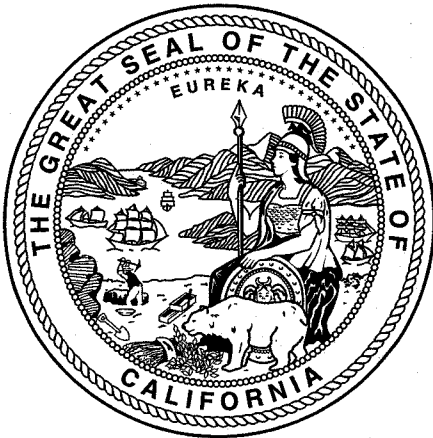


I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

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

DEC 30 2006



A handwritten signature in cursive script, reading "Bruce McPherson".

BRUCE McPHERSON
Secretary of State

STATEMENT BY DOMESTIC STOCK CORPORATION

78 169532

A CORPORATION NAMED HEREIN, ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, MAKES THE FOLLOWING STATEMENT:

STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE <i>138 W 38th ST</i> (DO NOT USE P.O. BOX NO.)	SUITE OR ROOM 1A	<i>LOS ANGELES</i> CITY & STATE <i>CALIF</i>	1B <i>90037</i> ZIP CODE
STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIF. (IF ANY) (DO NOT USE P.O. BOX NO.)	SUITE OR ROOM 2A	<i>CALIF</i> CITY	2B ZIP CODE
MAILING ADDRESS (OPTIONAL)	SUITE OR ROOM 3A	<i>CITY & STATE</i>	3B ZIP CODE

NAMES OF THE FOLLOWING OFFICERS ARE:

<i>MURRAY MILLMAN</i> CHIEF EXECUTIVE OFFICER	4A <i>3861 DIAMANTE PL</i> BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	4B <i>ENCINO, CALIF</i> CITY & STATE	4C <i>91316</i> ZIP CODE
<i>JERRY SHAPOTTE</i> SECRETARY	5A <i>158 NO SHORE DR</i> BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	5B <i>DELMAR, CALIF</i> CITY & STATE	5C <i>92025</i> ZIP CODE
<i>MURRAY MILLMAN</i> CHIEF FINANCIAL OFFICER	6A <i>3861 DIAMANTE PL</i> BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	6B <i>ENCINO, CALIF</i> CITY & STATE	6C <i>91316</i> ZIP CODE

PRESENTLY AUTHORIZED NUMBER OF DIRECTORS, INCLUDING VACANCIES

NAMES AND COMPLETE BUSINESS OR RESIDENCE ADDRESS OF INCUMBENT DIRECTORS INCLUDING THOSE DIRECTORS WHO ARE ALSO OFFICERS. (Attach a supplemental list of directors if needed).

A NAME <i>MURRAY MILLMAN</i>	<i>3861 DIAMANTE PL</i> BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	<i>ENCINO, CALIF</i> CITY & STATE	<i>91316</i> ZIP CODE
B NAME <i>PHYLLIS MILLMAN</i>	<i>3861 DIAMANTE PL</i> BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	<i>ENCINO, CALIF</i> CITY & STATE	<i>91316</i> ZIP CODE
C NAME <i>JERRY SHAPOTTE</i>	<i>158 NO SHORE DR</i> BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	<i>DELMAR, CALIF</i> CITY & STATE	<i>92025</i> ZIP CODE
D NAME	BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	CITY & STATE	ZIP CODE
E NAME	BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	CITY & STATE	ZIP CODE

AGENT FOR SERVICE OF PROCESS:

CLARENCE RAINESI & Co

DO NOT WRITE IN THIS SPACE

900 W. LSHIRE BLVD BEVERLY HILLS, CALIF 90210

Business or residence address if an individual. DO NOT ADDRESS IF AGENT IS A CORPORATION.

EXPLANATION MUST BE BRIEF

TYPE OF BUSINESS:

CONSTRUCTION CO

I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT, AND COMPLETE.

5-17-78

SIGNATURE OF DOMESTIC OFFICER OR AGENT

7966630 DU-DATE 06/30/78 2120

ROLLS ROYCE CONSTRUCTION COMPANY, INC.
138 WEST 38TH ST
LOS ANGELES, CA 90037

SACRAMENTO, CALIF.

FILED

JUN 20 1978

MARION FORGUE
CLERK OF SUPERIOR COURT
SACRAMENTO, CALIF.

BOX 2830
SACRAMENTO, CA 95812

(916) 446-2020

OFFICE USE ONLY

STATEMENT BY DOMESTIC STOCK CORPORATION

THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SSC) 1992 CORPORATIONS CODE

79 291207

THE CORPORATION NAMED HEREIN, ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, MAKES THE FOLLOWING STATEMENT:

STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 9601-OWENS MOUTH AVE (DO NOT USE P.O. BOX NO.)	SUITE OR ROOM #30	1A. CITY & STATE CHATS WORTH CALIF	1B. ZIP CODE 91311
STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIF (IF ANY) 9601-OWENS MOUTH AVE (DO NOT USE P.O. BOX NO.)	SUITE OR ROOM #30	2A. CITY & STATE CALIF	2B. ZIP CODE 91311
MAILING ADDRESS (OPTIONAL) 9601-OWENS MOUTH AVE	SUITE OR ROOM #30	3A. CITY & STATE Chatsworth Calif	3B. ZIP CODE 91311

NAMES OF THE FOLLOWING OFFICERS ARE:

MURRY MILLMAN CHIEF EXECUTIVE OFFICER	4A. BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX) 3861-DIAMANTE PLACE	4B. CITY & STATE ENCINO-CALIF	4C. ZIP CODE 91316
PHYLLIS MILLMAN SECRETARY	5A. BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX) 3861-DIAMANTE PLACE	5B. CITY & STATE ENCINO-CALIF	5C. ZIP CODE 91316
JERRY SHAPIRO DIRECTOR	6A. BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX) 3707 CARBON CANYON	6B. CITY & STATE MALIBU-CALIF	6C. ZIP CODE 90265

NAMES AND COMPLETE BUSINESS OR RESIDENCE ADDRESS OF INCUMBENT DIRECTORS INCLUDING THOSE DIRECTORS WHO ARE ALSO OFFICERS. (Attach a supplemental list of directors if needed):

A. NAME	BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	CITY & STATE	ZIP CODE
B. NAME	BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	CITY & STATE	ZIP CODE
C. NAME	BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	CITY & STATE	ZIP CODE
D. NAME	BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	CITY & STATE	ZIP CODE
E. NAME	BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	CITY & STATE	ZIP CODE

THE NUMBER OF VACANCIES ON THE BOARD, IF ANY **NONE**

AGENT FOR SERVICE OF PROCESS: **Daniel M. Shapiro** **Reverly Hall**
9721 Wilshire Blvd Suite 829 **90074**

California business or residence address if an individual. Only one agent can be named. Do not include address if agent is a corporation. (DO NOT USE P.O. BOX)

10. (EXPLANATION MUST BE BRIEF)

TYPE OF BUSINESS: **CONSTRUCTION OF HOMES**

11. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT, AND COMPLETE.

DATE: **1979** TITLE: **V. PRESIDENT** SIGNATURE OF CORPORATE OFFICER OR AGENT: **[Signature]**

12. FEE FOR FILING THIS STATEMENT: **\$5.00**

Rolls Royce Construction Company, Inc.

796663-0

DO NOT WRITE IN THIS SPACE

MAILED
OCT 25 1979
Wanda Taylor

FILED
OCT 25 1979
SACRAMENTO, CALIF



OCT 16 1979

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

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

3 2004 3 3004 609

LOCAL REGISTRATION NUMBER

1. NAME OF DECEDENT — FIRST (Given)		2. MIDDLE		3. LAST (Family)	
Murray				Millman	
4. DATE OF BIRTH mm/dd/yyyy		5. AGE Yrs		6. SEX	
08/15/1920		83		M	
9. BIRTH STATE/FOREIGN COUNTRY		10. SOCIAL SECURITY NUMBER		11. EVER IN U.S. ARMED FORCES?	
Romania				YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	
12. MARITAL STATUS (at Time of Death)		13. EDUCATION — Highest Level/Degrees (see worksheet on back)		14. DATE OF DEATH mm/dd/yyyy	
Married		HS Graduate		05/08/2004	
15. DECEDENT'S RACE — Up to 3 races may be listed (see worksheet on back)		16. DECEDENT'S RACE — Up to 3 races may be listed (see worksheet on back)		17. YEARS IN OCCUPATION	
White				45	
18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)		19. YEARS IN OCCUPATION			
Manufacturing		45			
20. DECEDENT'S RESIDENCE (Street and number or location)					
78267 Arbor Glen Rd.					
21. CITY		22. COUNTY/PROVINCE		23. ZIP CODE	
Palm Desert		Riverside		92211	
24. YEARS IN COUNTY		25. STATE/FOREIGN COUNTRY			
32		CA			
26. INFORMANT'S NAME, RELATIONSHIP					
Phyllis Beverly Millman - Wife					
27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP)					
78267 Arbor Glen Rd., Palm Desert, CA 92211					
28. NAME OF SURVIVING SPOUSE — FIRST		29. MIDDLE		30. LAST (Maiden Name)	
Phyllis		Beverly		Merlis	
31. NAME OF FATHER — FIRST		32. MIDDLE		33. LAST	
Benjamin				Millman	
34. BIRTH STATE		35. MIDDLE		36. LAST	
Romania				Unknown	
37. BIRTH STATE		38. MIDDLE		39. LAST	
Romania				Unknown	
40. PLACE OF FINAL DISPOSITION					
Desert Memorial Park, 31-705 Da Vall Dr., Cathedral City, CA 92234					
41. TYPE OF DISPOSITION(S)					
Burial					
42. SIGNATURE OF EMBALMER					
Not Embalmed					
43. NAME OF FUNERAL ESTABLISHMENT					
Wiefels & Son, Palm Springs					
44. LICENSE NUMBER					
FD 836					
45. DATE mm/dd/yyyy					
05/11/2004					
101. PLACE OF DEATH					
California Nursing & Rehab					
102. COUNTY					
Riverside					
103. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)					
2299 N. Indian Canyon Dr., Palm Springs					
104. CAUSE OF DEATH					
Enter the chain of events — disease, injuries, or complications — that directly caused death. DO NOT abbreviate. Do not abbreviate. Do not abbreviate.					
IMMEDIATE CAUSE (A) COPD					
SEQUENTIALLY, list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST					
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107					
UTI, Chronic Renal Failure					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.)					
No					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.					
115. SIGNATURE AND TITLE OF CERTIFIER					
Michael Grauer, M.D.					
116. LICENSE NUMBER					
G38822					
117. DATE mm/dd/yyyy					
05/11/2004					
118. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.					
119. MANNER OF DEATH					
Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>					
120. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)					
121. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
122. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)					
123. SIGNATURE OF CORONER / DEPUTY CORONER					
124. DATE mm/dd/yyyy					
125. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER					
126. STATE REGISTRAR					
A B C D E					
127. FAX AUTH. #					
146232					
128. CENSUS TRACT					



0 3 3 7 0 1 0 1 8

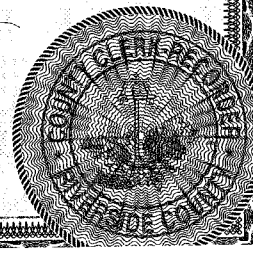
CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

DEC 15 2006

DATE ISSUED

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

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

May 1, 2008

Timezone Agent for
Phyllis Millman
904 Silver Spur Rd #363
Rolling Hills Estates, CA 90274

Re: Apn: 181101002-6
TC 176 Item 27
Date of Sale: March 13, 2006

Dear Timezone:

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 name for
☐ Notarized Statement Giving Rights to
Collect/Claim on behalf of
☐ Copy of Trust/Will (Complete)
☐ Certified Death Certificate
☐ Copy of Birth Certificate
☐ Copy of Marriage Certificate for
☐ Original Note/Payment Book
☐ Updated Statement of Monies Owed
(as of dated of tax sale)

☐ Statement by Domestic Stock
☐ Court Order Appointing Administrator
☐ Deed of Trust-the copy sent into our
office in not clear.

☒ **Other – Please provide the connection
between our last assessee and Rolls Royce
Construction that you are claiming on
behalf of. The last mailing address for
Arizona Properties Inc and Rolls Royce
Construction was 6312 E Santa Ana
Canyon #339 Anaheim Hills, CA
92807 and we are unable to make the
connection**

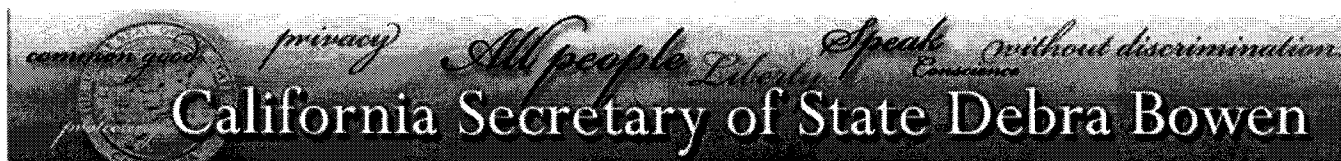
If your documentation is not received within 30 days, (May 30, 2008) your claim will be denied.

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

Sincerely,

Desiree Taylor

Desiree Taylor
Tax Enforcement Unit
(951) 955-3842
(951) 955-3990 Fax



Secretary of State

Administration

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Business Programs

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Business Entities (BE)

Online Services

- **Business Search**
- **Disclosure Search**
- **E-File Statements**
- **Mail Processing Times**

Main Page**Service Options****Name Availability****Forms, Samples & Fees****Annual/Biennial Statements****Filing Tips**
Information Requests
 (certificates, copies &
 status reports)
Service of Process**FAQs****Contact Information**

Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**
- **International Business Relations Program**

Customer Alert
 (misleading business
 solicitations)
Business Entity Detail

Data is updated weekly and is current as of Friday, February 05, 2010. It is not a complete or certified record of the entity.

Entity Name:	ROLLS ROYCE CONSTRUCTION COMPANY, INC.
Entity Number:	C0796663
Date Filed:	06/06/1977
Status:	SUSPENDED
Jurisdiction:	CALIFORNIA
Entity Address:	9601 OWENSMOOTH AVE RM #30
Entity City, State, Zip:	CHATSWORTH CA 91311
Agent for Service of Process:	DANIEL SHAPIRO
Agent Address:	9701 WILSHIRE BLVD #829
Agent City, State, Zip:	BEVERLY HILLS CA 90212

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

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

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