

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

358A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:

JAN 12 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 194, Item 173. Last assessed to: The Ward Family Trust. District 4 [\$12,316] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Global Discoveries, Ltd., assignee for Roger Ward, Successor Trustee of The Ward Family Trust for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 664100020-9;

(continued on page two)

BACKGROUND:

Summary

(continued on page two)

Don Kent
Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 12,316	\$ 0	\$ 12,316	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale	Budget Adjustment: N/A
	For Fiscal Year: 14/15

C.E.O. RECOMMENDATION: APPROVE

BY: 3/12/15
Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: March 24, 2015
xc: Treasurer, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: | District: 4 | Agenda Number:

9-47

FORM APPROVED COUNTY COUNSEL 1/12/15
DATE
BY: GREGORY P. PRIAMOS

Departmental Concurrence

A-30
 Positions Added
 4/5 Vote
 Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 194, Item 173. Last assessed to: The Ward Family Trust. District 4 [\$12,316] Fund 65595 Excess Proceeds from Tax Sale.

DATE: JAN 12 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., assignee for Roger Ward, Successor Trustee of The Ward Family Trust, in the amount of \$12,316.73, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the February 4, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded April 1, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on April 24, 2013, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

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

1. Claim from Global Discoveries, Ltd., assignee for Roger Ward, Successor Trustee of The Ward Family Trust, based on an Assignment of Right to Collect Excess Proceeds dated October 29, 2013, a Warranty Deed recorded April, 18, 2003 as Instrument No. 2003-274217, the Revocable Living Trust of Jeremy P. Ward and Pauline Ward dated January 4, 1991, a Certification of Trustees under Trust dated October 29, 2013 and the death certificates of Jeremy Plummer Ward and Pauline Constance Ward.

Pursuant to Section 4675 (a) & (b) & (f) of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for Roger Ward, Successor Trustee of The Ward Family Trust be awarded excess proceeds in the amount of \$12,316.73. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion.

Impact on Citizens and Businesses

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

ATTACHMENTS (if needed, in this order):

Copy of the Excess Proceeds Claim form and supporting documentation are attached.

7C194-173



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

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

CLAIM SUMMARY

Date: December 16, 2013

To: Riverside County Treasurer and Tax Collector

Assessors Parcel Number: 664100020-9

Last Assessee: WARD FAMILY TRUST

Sale Date: 1/31/2013

TC: 014-067

Item Number: 173

Deadline: 4/1/2014

RECEIVED
 2013 DEC 26 PM 2:44
 RIVERSIDE COUNTY
 TREAS-TAX COLLECTOR

Dear Treasurer/Tax Collector:

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

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

1. Warranty Deed granting interest to The Ward Family Trust as Document Number: 2003-274217, Recorded in Riverside County on 4/18/2003.
2. Copy of the Ward Family Trust with all Amendments
3. Certified Certificate of Death for Jeremy P. Ward
4. Certified Certificate of Death for Pauline C. Ward
5. Certification of Trustees Under Trust
6. Assignment of Rights To Collect Excess Proceeds signed by The Ward Family Trust
7. Claim form(s) signed by Global Discoveries
8. Photo ID for Assignor: Roger Ward.

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

- One warrant in the amount of \$12,316.73 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

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

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

Certified Tracking Number: 7013-1710-0000-7420-1426



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ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 664100020-9, Tax Sale Number 014-067, Item 173 sold at public auction on 1/31/2013. I understand that the total of excess proceeds available for refund is \$ 24,505.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM

FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Roger Ward Trust 10/29/13
(Signature of Party of Interest/Assignor) (Date)

The Ward Family Trust-Roger Ward, Trustee
(Name Printed)

Tax ID/SS# [REDACTED]

3975 Apple Lane
(Address)

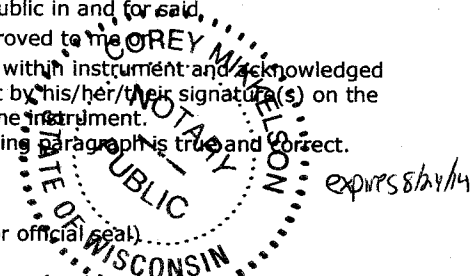
Oshkosh, WI 54902
(City/State/Zip)

STATE OF Wisconsin
COUNTY OF Winnebago) ss.

(920) 267-3195
(Area Code/Telephone Number)

On October 29, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger Ward Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[Signature]
(Signature of Notary)



(This area for official seal)

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

[Signature]
(Signature of Assignee)

Jed Byerly, Chief Operating Officer
(Name Printed)

Tax ID/SS# 77-0558969

Global Discoveries, Ltd.
(Address)

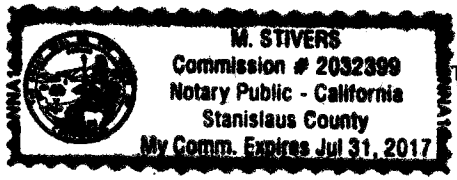
STATE OF CALIFORNIA) ss.
COUNTY OF Stanislaus)

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

Phone: (209) 593-3913

On December 18th, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared ***Jed Byerly*** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal

[Signature]
(Signature of Notary)



(This area for official seal)

[REDACTED]

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 664100020-9
Tax Sale Number: 014-067
Item Number: 173
Default Number: 2004-664100020-0000
Date of Sale: 1/31/2013

The undersigned claimant, Global Discoveries, Ltd., claims \$12,316.73+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

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

Please refer to Claim Summary and attached Documents

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

Executed this 16th day of DECEMBER, 2013 at Modesto, California.

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

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California)

County of Stanislaus)

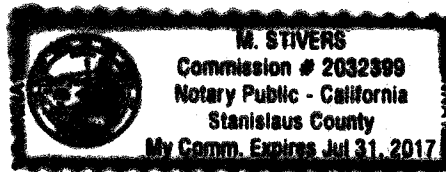
On December 18, 2013 before me, M. Stivers - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

M. Stivers (seal)
Signature of Notary Public



DOC # 2003-274217

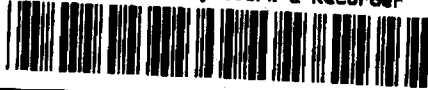
04/18/2003 08:08A Fee:20.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
The Ward Family Trust
2875 Shields Lane
Fortuna, CA 95540

MAIL TAX STATEMENTS TO:
The Ward Family Trust
2875 Shields Lane
Fortuna, CA 95540

TRA 914
DTT 24.00

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		2			✓		1	
					2				GT
A	R	L			COPY	LONG	REFUND	NCHG	EKAM

22

WARRANTY DEED

THIS DEED, is executed this 10th day of April, 2003, by PETER NAUGHTON, hereinafter referred to as "Grantor", whose address is P. O. Box 2204, Palm Springs, CA 92263, to THE WARD FAMILY TRUST, hereinafter referred to as "Grantee", whose address is 2875 Shields Lane, Fortuna, CA 95540. The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, feminine, masculine, or neuter as required by context.



WITNESSETH, that the Grantor, for a valuable consideration received, the receipt of which is hereby acknowledged, has and by these presents does, grant, remise, sell and convey unto the Grantee, in fee simple, the property described as follows:

That certain property situated in the State of California, County of Riverside, City of Desert Hot Springs, described as follows:

That portion of the Northwest quarter of the Southwest quarter of Section 26, Township 2 South, Range 4 East, San Bernardino base and meridian, that lies Southwesterly of Parcel 6090-31, as shown on Record of Survey in Book 59, pages 72 through 79, Records of Survey, Records of Riverside County, California.

Excepting therefrom the Westerly 55 feet conveyed to the County of Riverside by documents recorded April 10, 1961, as instrument nos. 30298, 30299, 30300, and 30301, all of Official Records of Riverside County, California.

TO HAVE AND HOLD the aforesaid parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee that Grantor is possessed of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: utility easements, rights of way, and restrictions of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand, the day and year first above written.

Peter Naughton
PETER NAUGHTON

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

I, a Notary Public for said County and State, do hereby certify that on this day, before me, PETER NAUGHTON personally appeared to me known or adequately proven to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and notarial seal, this 15th day of April, 2003.



Jo Ann Petersen
Notary Public
State of California
My Commission Expires:
April 13, 2005



STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF HUMBOLDT

Eureka, California 95501

3052012010504

CERTIFICATE OF DEATH

3201212000056

STATE FILE NUMBER		USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS VS-1 (REV. 3/06)				LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT- FIRST (Given) JEREMY		2. MIDDLE PLUMMER		3. LAST (Family) WARD			
AKA. ALSO KNOWN AS - Include full AKA (FIRST, MIDDLE, LAST)		4. DATE OF BIRTH mm/dd/yyyy 08/29/1923		5. AGE Yrs. 88		6. SEX M	
9. BIRTH STATE/FOREIGN COUNTRY WI		10. SOCIAL SECURITY NUMBER [REDACTED]		11. EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		12. MARITAL STATUS/SD/P (at Time of Death) MARRIED	
13. EDUCATION - Highest Level/Degree (See worksheet on back) MASTER'S		14/15. WAS DECEDENT HISPANIC/LATINO/SPANISH? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) CAUCASIAN		7. DATE OF DEATH mm/dd/yyyy 01/19/2012	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED: TEACHER		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) COLLEGE EDUCATION		8. HOUR (24 Hour) 1400			
19. YEARS IN OCCUPATION 41		20. DECEDENT'S RESIDENCE (Street and number, or location) 2875 SHIELDS LANE					
21. CITY FORTUNA		22. COUNTY/PROVINCE HUMBOLDT		23. ZIP CODE 95540		24. YEARS IN COUNTY 20	
25. STATE/FOREIGN COUNTRY CA		26. INFORMANT'S NAME, RELATIONSHIP PAULINE WARD, WIFE					
27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) 2875 SHIELDS LANE, FORTUNA, CA 95540		28. NAME OF SURVIVING SPOUSE/SD/P - FIRST PAULINE					
29. MIDDLE CONSTANCE		30. LAST (BIRTH NAME) MILES				31. NAME OF FATHER/PARENT - FIRST NATHANIEL	
32. MIDDLE PLUMER		33. LAST WARD JR.				34. BIRTH STATE CO	
35. NAME OF MOTHER/PARENT - FIRST WINIFRED		36. MIDDLE EUINICE				37. LAST (BIRTH NAME) PLUMMER	
38. BIRTH STATE WI		39. DISPOSITION DATE mm/dd/yyyy 01/23/2012					
40. PLACE OF FINAL DISPOSITION RESIDENCE		41. TYPE OF DISPOSITION CR/RES					
42. SIGNATURE OF EMBALMER [REDACTED]		43. LICENSE NUMBER [REDACTED]				44. NAME OF FUNERAL ESTABLISHMENT GOBLES FORTUNA MORTUARY	
45. LICENSE NUMBER FD697		46. SIGNATURE OF LOCAL REGISTRAR [REDACTED]				47. DATE mm/dd/yyyy 01/20/2012	
101. PLACE OF DEATH REDWOOD MEMORIAL HOSPITAL		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IP <input checked="" type="checkbox"/> ER/ORP <input type="checkbox"/> DOA		103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/ATC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other			
104. COUNTY HUMBOLDT		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) 3300 RENNER DRIVE		106. CITY FORTUNA			
107. CAUSE OF DEATH Enter the chain of events - - disease, injuries, or complications - - that directly caused death. DO NOT enter life/long events such as cardiac arrest, respiratory arrest, or ventricular fibrillation, without showing the etiology. DO NOT ABBREVIATE. IMMEDIATE CAUSE: (A) THIRD-DEGREE ATRIOVENTRICULAR BLOCK		108. DEATH REPORTED TO CORONER? (A) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		109. DEATH REPORTED TO CORONER? (B) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
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		110. BIOPSY PERFORMED? (C) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		111. USED IN DETERMINING CAUSE? (D) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 ISCHEMIC CARDIOMYOPATHY, AUTONOMIC DYSFUNCTION		113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date) NO		114. IF FEMALE, PREGNANT IN LAST YEAR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK			
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent Attended Since: [REDACTED] Decedent Last Seen Alive: [REDACTED]		115. SIGNATURE AND TITLE OF CERTIFIER [REDACTED]		116. LICENSE NUMBER C43297		117. DATE mm/dd/yyyy 01/20/2012	
(A) mm/dd/yyyy 12/15/1995		(B) mm/dd/yyyy 12/16/2011		118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE ROSA LINDA RANGEL M.D. 3304 RENNER DR, FORTUNA, CA 95540			
119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH: <input type="checkbox"/> Nature <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		120. INJURED AT WORK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		121. INJURY DATE mm/dd/yyyy		122. HOUR (24 Hour)	
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)		126. SIGNATURE OF CORONER / DEPUTY CORONER [REDACTED]					
127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER				[REDACTED]	

NOT A VALID DOCUMENT TO ESTABLISH IDENTITY

FIED COPY OF VITAL RECORDS

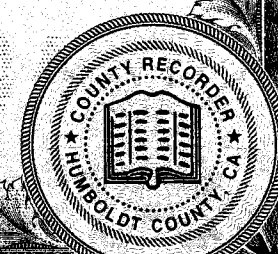
CC0209128

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

DATE ISSUED **NOV 20 2013**

Carolyn Wilson Crnich
Carolyn Wilson Crnich, Recorder
HUMBOLDT COUNTY, CALIFORNIA

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



STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF HUMBOLDT
Eureka, California 95501

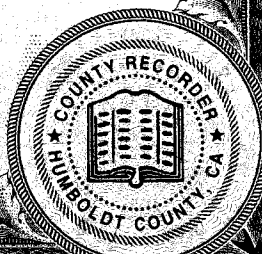
3052012229630

CERTIFICATE OF DEATH

3201212001182

1. NAME OF DECEDENT - FIRST (Given)		2. MIDDLE		3. LAST (Family)	
PAULINE		CONSTANCE		WARD	
4. DATE OF BIRTH mm/dd/ccyy					
05/13/1924		5. AGE Yrs.		88	
6. SEX					
F					
7. DATE OF DEATH mm/dd/ccyy					
12/13/2012		8. HOUR (24 Hours)		1505	
9. BIRTH STATE/FOREIGN COUNTRY					
ENGLAND					
10. SOCIAL SECURITY NUMBER					
[REDACTED]					
11. EVER IN U.S. ARMED FORCES?					
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK					
12. MARITAL STATUS/SRDP (at Time of Death)					
MARRIED					
13. EDUCATION - Highest Level/Degree (see worksheet on back)					
HS GRADUATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
14. WAS DECEDENT HISPANIC/LATINO/SPANISH? (if yes, see worksheet on back)					
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
15. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED.					
ADMINISTRATIVE ASSISTANT		16. DECEDENT'S RACE - (Up to 3 races may be listed (see worksheet on back))		WHITE	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED.					
ADMINISTRATIVE ASSISTANT		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)		UNIVERSITY OF CALIFORNIA LOS ANGELES	
19. YEARS IN OCCUPATION					
38					
20. DECEDENT'S RESIDENCE (Street and number, or location)					
2578 SHIELDS LANE					
21. CITY					
FORTUNA		22. COUNTY/PROVINCE		HUMBOLDT	
23. ZIP CODE		24. YEARS IN COUNTY		18	
95540		25. STATE/FOREIGN COUNTRY		CA	
26. INFORMANT'S NAME, RELATIONSHIP					
ROGER WARD, SON		27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip)			
2867 SHIELDS LANE, FORTUNA, CA 95540					
28. NAME OF SURVIVING SPOUSE/SRDP - FIRST					
JAMES		29. MIDDLE		30. LAST (BIRTH NAME)	
31. NAME OF FATHER/PARENT - FIRST		32. MIDDLE		33. LAST	
CONSTANCE		34. BIRTH STATE		ENGLAND	
35. NAME OF MOTHER/PARENT - FIRST		36. MIDDLE		37. LAST (BIRTH NAME)	
38. BIRTH STATE		ENGLAND			
39. DISPOSITION DATE mm/dd/ccyy					
12/20/2012		40. PLACE OF FINAL DISPOSITION RESIDENCE			
2867 SHIELDS LANE, FORTUNA, CA 95540					
41. TYPE OF DISPOSITION(S)					
CR/RES					
42. SIGNATURE OF EMBALMER					
[REDACTED]					
43. LICENSE NUMBER					
[REDACTED]					
44. NAME OF FUNERAL ESTABLISHMENT					
GOBLES FORTUNA MORTUARY					
45. LICENSE NUMBER		46. SIGNATURE OF LOCAL REGISTRAR		47. DATE mm/dd/ccyy	
FD697		[REDACTED]		12/19/2012	
101. PLACE OF DEATH					
FORTUNA REHAB AND WELLNESS CENTER					
102. IF HOSPITAL, SPECIFY ONE					
<input type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DOA <input checked="" type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other					
103. IF OTHER THAN HOSPITAL, SPECIFY ONE					
[REDACTED]					
104. COUNTY					
HUMBOLDT		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)		106. CITY	
2321 NEWBURG ROAD		FORTUNA			
107. CAUSE OF DEATH					
Enter the chain of events - diseases, injuries, or complications - that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.					
IMMEDIATE CAUSE (Final disease or condition resulting in death)		(A) BRAINSTEM STROKE		108. DEATH REPORTED TO CORONER?	
				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
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		(B)		109. BIOPSY PERFORMED?	
				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
		(C)		110. AUTOPSY PERFORMED?	
				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
		(D)		111. USED IN DETERMINING CAUSE?	
				<input type="checkbox"/> YES <input type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107					
HYPERTENSION, MONOCLONAL GAMMOPATHY					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (if yes, list type of operation and date.)					
NO					
113A. IF FEMALE, PREGNANT IN LAST YEAR?					
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.					
Decedent Attended Since		Decedent Last Seen Alive		115. SIGNATURE AND TITLE OF CERTIFIER	
(A) mm/dd/ccyy		(B) mm/dd/ccyy		[REDACTED]	
10/01/1995		12/09/2012		116. LICENSE NUMBER	
				C43297	
				117. DATE mm/dd/ccyy	
				12/19/2012	
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE					
ROSA LINDA RANGEL M.D.					
3304 RENNER DR, FORTUNA, CA 95540					
119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.					
120. INJURED AT WORK?					
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK					
121. INJURY DATE mm/dd/ccyy					
122. HOUR (24 Hours)					
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)					
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)					
126. SIGNATURE OF CORONER / DEPUTY CORONER					
[REDACTED]					
127. DATE mm/dd/ccyy					
128. TYPE NAME, TITLE OF CORONER					
[REDACTED]					

NOT A VALID DOCUMENT TO ESTABLISH IDENTITY



This is a true and exact reproduction of the original and placed on file in the office of the Humboldt County Registrar.

DATE ISSUED **NOV 20 2013**

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

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Recording requested by and
when recorded mail to:

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REVOCABLE LIVING TRUST
OF
JEREMY P. WARD AND PAULINE WARD
TRUST WITH A-B TAX PROVISIONS
(FORMULA CLAUSE)

January 4, 1991

**DO NOT WRITE ON THIS DOCUMENT, CHANGE IT, OR REVOKE IT
WITHOUT YOUR ATTORNEY'S ADVICE**

**IT IS IMPORTANT FOR THE TRUSTEE TO CALL THE ATTORNEY
IMMEDIATELY UPON THE DEATH OF A TRUSTOR.
FAILURE TO DO SO COULD RESULT IN THE LOSS
OF IMPORTANT OPTIONS AND COULD CAUSE
ADVERSE TAX CONSEQUENCES**

DECLARATION OF TRUST

This declaration of trust is made by JEREMY P. WARD and PAULINE WARD as of January 4, 1991.

ARTICLE 1

APPOINTMENTS AND NAME OF TRUST

1.1 **NAME:** This trust shall be known as "The WARD TRUST dated January 4, 1991."

1.2 **TRUSTORS:** JEREMY P. WARD and PAULINE WARD are the trustors of this trust.

1.3 **TRUSTEES:** Trustors appoint the following as trustee(s) of this trust:

First Appointment: JEREMY P. WARD and PAULINE WARD, as co-trustees

Second Appointment: ROGER WARD and DIANA WARD HUTTON, as co-trustees

Third Appointment: BONNIE WARD

JEREMY P. WARD and PAULINE WARD shall serve as the first trustees. If either JEREMY P. WARD or PAULINE WARD is unable or unwilling to act, the remaining trustee shall serve alone. When both JEREMY P. WARD and PAULINE WARD cease to act, the successor appointee(s) shall serve in the order appointed. If any co-trustee is unable or unwilling to act, the remaining appointee shall serve as trustee.

Except as otherwise provided in Article 4, where trustors have appointed co-trustees, all co-trustees shall act together.

If no successor trustee is designated to act in the event of the death, incapacity or resignation of the trustee then acting, or no successor trustee accepts the office, the trustee then acting may appoint a successor trustee. If no such appointment is made, the majority of the adult beneficiaries entitled to distribution from this trust may appoint a successor trustee.

The successor trustee shall be reimbursed for all necessary and reasonable expenses incurred in connection with the administration of the trust. The successor trustee shall be entitled to reasonable compensation for his or her services.

1.4 **BENEFICIARIES:** Trustors shall be the initial beneficiaries of this trust. Successor beneficiaries are those persons designated in Article 2.

1.5 **CHILDREN:** JEREMY P. WARD and PAULINE WARD have two children from their union with each other whose names are ROGER WARD and DIANA WARD HUTTON.

1.6

CREATION OF TRUST AND ASSIGNMENT OF ASSETS: JEREMY P. WARD and PAULINE WARD, trustors, hereby grant, transfer, assign and deliver to JEREMY P. WARD and PAULINE WARD, trustees of the WARD TRUST dated January 4, 1991, the following assets:

- 1.6.1 All jewelry, clothing, household furniture and furnishings, personal automobiles, motor homes, mobile homes, boats, cemetery plots, and other tangible articles of personal property, together with any insurance on such property, as well as insurance on any other assets owned by the trust;
- 1.6.2 Promissory notes, amounts owing to trustors, stocks, bonds, securities, interest in general or limited partnerships, contents of safe deposit boxes, claims under pending lawsuits, and other choses in action; and
- 1.6.3 Any other assets held by trustors which otherwise would be subject to probate.

These assets, together with any other property which may become subject to this trust, including assets which require formal documents of transfer, shall constitute the trust estate of this trust and shall be held, administered and distributed by the trustee as provided in this trust. Trustors request that any person dealing with the trustee recognize this assignment without any further documentation.

1.7

WAIVER OF BOND: No bond shall be required of any person named in this instrument as trustee, or of any person appointed as the trustee in the manner specified in this instrument, for the faithful performance of his or her duty as trustee.

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ARTICLE 2

DISTRIBUTION OF INCOME AND PRINCIPAL

- 2.1 **DURING THE JOINT LIFETIME OF TRUSTORS:** During the joint lifetime of JEREMY P. WARD and PAULINE WARD, they shall be entitled to all income and principal of their community property without limitation. With regard to the separate property of either JEREMY P. WARD or PAULINE WARD, either trustor shall be entitled to all income and principal of his or her own separate property estate without limitation.

AFTER THE DEATH OF ONE TRUSTOR (TAX CREDIT TRUST)

- 2.2 **UPON THE DEATH OF EITHER TRUSTOR:** Upon the death of either trustor survived by the other trustor, the trustee shall divide the trust estate (including any additions made by the will of the deceased trustor or by any life insurance or employee benefit proceeds or otherwise) into two shares, designated Trust A and Trust B, each of which shall constitute and be held, administered and distributed by the trustee as a separate trust.
- 2.3 **CONTENTS OF TRUST A [SURVIVOR'S TRUST]:** Trust A shall consist of the following:

- 2.3.1 The surviving trustor's separate property;
- 2.3.2 Other community property assets in the trust estate selected by the trustee equal in value to the surviving spouse's interest in the community property of trustors included in or added to the trust estate in any manner; and
- 2.3.3 The minimum pecuniary amount necessary to entirely eliminate, or to reduce to the maximum extent possible, any federal estate tax at the deceased trustor's death. In making this determination, the trustee shall take into consideration all federal estate tax deductions and all federal estate tax credits other than any credit allowable under Internal Revenue Code Section 2011, to the extent the credit exceeds any state death taxes payable without regard to the availability of such credits, provided no credit shall be taken into account in determining the size of the marital trust if such credit shall result in the disallowance of the marital deduction.

This allocation to Trust A shall be satisfied in cash or in kind, or partly in each, only with assets eligible for the marital deduction. Assets allocated in kind shall be deemed to satisfy this amount on the basis of their values as finally determined for federal estate tax purposes.

The trustee shall not allocate to Trust A assets having an aggregate fair market value at the date of allocation that is less than the marital deduction amount as finally determined for federal estate tax purposes.

- 2.4 **CONTENTS OF TRUST B [DECEASED SPOUSE'S TAX CREDIT TRUST]:** Trust B shall consist of the balance of the trust estate plus any amount disclaimed on behalf of the surviving spouse.
- 2.5 **SIMULTANEOUS DEATH:** If the trustors die within 180 days of each other, and if the death of the second trustor occurs prior to division of the trust estate into Trust A and Trust B, then the interest of each trustor in the trust assets shall be administered and distributed as a separate trust.
- 2.6 **NON PRO RATA ALLOCATIONS:** It is expressly contemplated that the interest of each co-trustor in community property in the trust estate is an interest in the property as an entity. Accordingly, in effecting an actual division and distribution to Trust A and Trust B, the trustee may allocate community property assets on the basis of a non pro rata but equal in value distribution.

DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST A

- 2.7 **INCOME AND PRINCIPAL OF TRUST A:** With regard to Trust A, the surviving trustor shall be entitled to all income and principal without limitation.
- 2.8 **DISTRIBUTION UPON DEATH:** Upon the death of the surviving trustor, the remaining assets of Trust A shall be distributed to the beneficiaries named in a power of appointment signed by the surviving trustor and delivered to the trustee. If the surviving trustor has failed to appoint beneficiaries as provided above, the trust assets shall be distributed as provided below for distribution after the death of both trustors.

DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST B

- 2.9 **PAYMENT OF DEBTS AND COST OF ADMINISTRATION:** Any payment of the deceased trustor's debts and all administrative costs associated with the death of the deceased trustor shall be paid from the income and principal of Trust B.
- 2.10 **DISCRETION TO DISTRIBUTE INCOME:** The trustee shall pay to or apply for the benefit of the surviving trustor, as much of the net income as the trustee, in the trustee's discretion, shall deem necessary for the surviving trustor's proper health, maintenance, support and education. In making this determination, the trustee shall take into consideration, to the extent the trustee shall deem advisable, any other income or resources of the surviving trustor known to the trustee and reasonably available for these purposes.

2.11 **DISCRETION TO INVADE PRINCIPAL:** If the trustee deems income payments to be insufficient, the trustee shall, from time to time, pay to or apply for the benefit of the surviving trustor, a sum out of the principal of Trust B as the trustee, in the trustee's discretion, deems necessary for the trustor's proper health, maintenance, support and education. Such payment may be made after Trust A has been exhausted, or before Trust A is exhausted, if the trustee shall deem this advisable.

2.12 **LIMITATIONS RE: TRUST B:** It is trustors' intent that the assets allocated to Trust B shall not be included in the gross estate of the surviving spouse for Federal Estate Tax purposes. All provisions of this Declaration of Trust shall be interpreted in accord with this intent. Notwithstanding any other provision of this Declaration of Trust to the contrary, the surviving trustor shall take no action and shall have no power that will cause inclusion of Trust B in the surviving spouse's estate for estate tax purposes. Notwithstanding any other provision of this Declaration of Trust to the contrary, the trustee shall take no action and shall have no power that will cause inclusion of Trust B in the surviving spouse's estate for estate tax purposes.

Notwithstanding any other provision of this Declaration of Trust to the contrary, upon the death of the first trustor to die, Trust B shall be irrevocable and cannot be amended by the surviving trustor.

2.13 **DISTRIBUTION UPON DEATH:** Upon the death of the surviving trustor, the trust assets shall be distributed as provided below for distribution after the death of both trustors.

AFTER THE DEATH OF BOTH TRUSTORS

2.14 **UPON THE DEATH OF BOTH JEREMY P. WARD AND PAULINE WARD:** Upon the death of the survivor of JEREMY P. WARD and PAULINE WARD, the trustee shall divide the trust estate, including any assets subsequently added to the trust estate, into as many equal shares as necessary and shall distribute them as follows:

2.14.1 The trustee shall distribute one share to ROGER WARD if then living; or, if ROGER WARD is then deceased, leaving issue then living, the trustee shall distribute this gift to those issue by right of representation. If neither ROGER WARD nor any of ROGER WARD'S issue is then living, this gift shall lapse.

2.14.2 The trustee shall distribute one share to DIANA WARD HUTTON if then living; or, if DIANA WARD HUTTON is then deceased, leaving issue then living, the trustee shall distribute this gift to those issue by right of representation. If neither DIANA WARD HUTTON nor any of DIANA WARD HUTTON'S issue is then living, this gift shall lapse.

- 2.14.3 The trustee shall distribute one share to the then living issue of ROGER WARD by right of representation. If ROGER WARD has no issue then living, this gift shall lapse.
- 2.14.4 The trustee shall distribute one share to the then living issue of DIANA WARD HUTTON by right of representation. If DIANA WARD HUTTON has no issue then living, this gift shall lapse.
- 2.15 **TREATMENT OF LAPSED GIFTS OR SHARES:** Unless specifically provided otherwise in this Declaration of Trust, the following shall apply to lapsed gifts or shares: (1) If any specific gift lapses, that gift shall be added to and distributed as part of the balance of the trust estate. (2) If a share of the trust estate lapses, the number of shares shall be reduced and the remaining shares shall be enlarged accordingly. (3) If the trust estate is directed to be distributed in percents, the lapsed share shall augment the remaining shares so that the share of each beneficiary maintains the same proportion relative to the shares of the remaining beneficiaries. (4) If the lapsed share or percent is a sub-part of the total distribution, the lapsed share or percent shall augment the shares of that sub-part.
- 2.16 **CLASS GIFTS:** As used in this instrument, a gift to "issue" of a person includes all of that person's lineal descendants of all generations. For purposes of all class gifts, (e.g., "issue", "children", "grandchildren" and "great-grandchildren") legally adopted persons who were adopted into the class during their minority shall be treated in the same manner as a natural born child of that adoptive parent. Any person adopted into the class after he or she has reached the age of 18 shall not be considered a member of the class. Class gifts shall not include step-children or step-grandchildren, foster-children, and half-bloods even if said persons would be included for purposes of intestate succession.
- 2.17 **PROVISIONS REGARDING SPECIFIC GIFTS:** Where trustors have made specific gifts through this Declaration of Trust the following shall apply unless specifically stated otherwise: (1) All specific gifts of property, whether real property or personal property, shall be distributed subject to any encumbrance including mortgage, deed of trust, or other lien existing at the date of death of the surviving trustor, or at the date of death of the first trustor, if the gift is directed to be made upon the death of one trustor, regardless of any general directive in this Declaration of Trust to pay debts. (2) Where a gift is described as a percentage or portion of the estate, that gift shall be calculated after payment of debts, taxes and costs of administration.
- 2.18 **HELD IN TRUST FOR BENEFICIARY UNDER THE AGE OF 30:** If, at the time set for the distribution of trust principal according to the provisions of this trust, a beneficiary is under the age of 30 years, then the trustee shall not distribute that

beneficiary's share of the trust to him or her, but shall hold that beneficiary's allocated share of the trust as follows:

- 2.18.1 **BENEFIT OF BENEFICIARY:** So long as the beneficiary is under the age of 30 years, the trustee shall pay to or apply for the benefit of the beneficiary, out of the beneficiary's allocated share, as much of the net income and principal of the trust as the trustee, in the trustee's discretion, shall deem necessary for the beneficiary's proper health, maintenance, support and education. In making this determination, the trustee shall take into consideration, to the extent the trustee shall deem advisable, any other income or resources of the beneficiary known to the trustee and reasonably available for these purposes.
- 2.18.2 **TIME OF PAYMENT:** The trustee shall distribute to the beneficiary the remaining trust assets without regard to the needs of the beneficiary as follows:
- 2.18.2.1 50 percent of the then remaining trust assets when the beneficiary reaches the age of 25.
- 2.18.2.2 100 percent of the then remaining trust assets when the beneficiary reaches the age of 30.
- 2.18.3 **HELD IN TRUST UNTIL WRITTEN REQUEST FOR PAYMENT:** Whenever the trustee is required by the terms of the trust to distribute or apply funds or property for the benefit of a beneficiary the trustee may, in the trustee's sole discretion, accumulate such funds or property until such time as the trustee receives a written request for payment from the beneficiary.
- 2.18.4 **DIES BEFORE DISTRIBUTION:** If a beneficiary for whom assets are being held according to this section dies before reaching the age of 30, the undistributed balance of that beneficiary's share of the trust estate shall be distributed to such one or more persons or entities and on such terms and conditions as the beneficiary shall appoint by 1) a written instrument exercising this power of appointment signed by the beneficiary and delivered to the trustee during the lifetime of the beneficiary; or 2) a valid Will or Living Trust executed by the beneficiary and exercising this power of appointment. The exercise of this power of appointment may be made by specific reference to this power of appointment or by a general reference exercising all powers of appointment held by the beneficiary. If the beneficiary has failed to appoint beneficiaries as provided above, the undistributed balance of the beneficiary's share of the trust estate shall be distributed to that beneficiary's issue by right

of representation. If the beneficiary is not survived by issue then living, then the undistributed balance of that beneficiary's share of the trust estate shall be distributed to those persons then living who would have been entitled to distribution had the surviving trustor died immediately after the death of the beneficiary.

2.19 **DEATH OF BENEFICIARIES:** If, at the time of the surviving trustor's death or at any later time before full distribution of the trust estate, any beneficiary entitled to distribution under the terms of this trust is deceased and no other disposition of that beneficiary's share of the remaining trust property is directed by this trust, that beneficiary's share shall be distributed one-half to those persons who would then be the deceased trustor's heirs and one-half to those persons who would then be the surviving trustor's heirs. The identities and the respective shares of each of them shall be determined by the trustee as though the deaths of trustors had occurred simultaneously and according to the laws of the State of California then in effect relating to the succession of separate property not acquired from a predeceased spouse. Except, however, if a beneficiary is specifically disinherited by the terms of this Declaration of Trust, that beneficiary shall not be treated as an heir under the terms of this article.

2.20 **GIFTS UPON DEATH OF FIRST SPOUSE IRREVOCABLE:** Notwithstanding any other provisions of this Declaration of Trust to the contrary, any gift directed to be distributed upon the death of one trustor is irrevocable upon the death of that trustor. This provision shall not be construed to limit the right of the surviving trustor to exercise any power of appointment granted by this Declaration of Trust.

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ARTICLE 3

TRUSTORS' POWERS

- 3.1 **POWER TO AMEND:** During the joint lifetime of trustors, this trust may be amended in whole or in part by an instrument in writing, signed by both trustors, and delivered to the trustee. After the death of the first trustor to die, the surviving trustor may amend Trust A, in whole or in part, by an instrument in writing, signed and delivered to the trustee. After the death of the first trustor to die, Trust B may not be amended by the surviving trustor.
- 3.2 **POWER TO REVOKE:** During the joint lifetime of trustors, the trustors may revoke the trust with regard to the community property of trustors by an instrument in writing, signed by both trustors jointly or by either trustor alone. Upon revocation, the trustee shall deliver the community property or the revoked portion of the community property to both of the trustors as the community property of both trustors.
- With respect to the separate property of either trustor, either trustor may revoke the trust as to his or her separate property. Upon revocation, the trustee shall deliver the separate property or the revoked portion of the separate property to the trustor who transferred the separate property into the trust.
- After the death of the first trustor to die, the surviving trustor may revoke Trust A, in whole or in part, by an instrument in writing, signed and delivered to the trustee. After the death of the first trustor to die, Trust B may not be revoked by the surviving trustor.
- 3.3 **POWER TO CHANGE TRUSTEE:** During the joint lifetime of trustors, trustors may change the trustee or successor trustee of this trust by an instrument in writing, signed by both trustors. After the death of the first trustor to die, the surviving trustor shall have the power to change the trustee or successor trustee of Trust A or Trust B by an instrument in writing signed by the surviving trustor and delivered to the trustee, provided that this power shall not apply to Trust B if this power would cause the assets of Trust B to be taxable in the estate of the surviving trustor.
- 3.4 **ADDITIONS TO TRUST:** Any additional property acceptable to the trustee may be transferred to this trust. The property shall be subject to the terms of this trust.
- 3.5 **SPECIAL GIFTS:** Trustors may from time to time indicate their desire that special gifts of tangible personal property such as jewelry, clothing and household furniture and furnishings be made from the trust estate upon their deaths. If trustors have made known their desire in a writing referring to or attached to this trust, the trustee shall distribute the special gifts, free of trust, upon the death of the surviving trustor. Notwithstanding the provisions of Paragraph 3.1 above, the gift shall be

effective if the writing is dated and signed by at least one of the trustors. Except, however, upon the death of the first trustor, this power shall apply to the assets of Trust A only.

To comply with said instructions, the trustee shall have a special power of appointment over the tangible personal property which can be exercised only in favor of the persons named in said instructions. If the instructions provide for the trustee to receive tangible personal property, the trustee may distribute the property to himself or herself. Otherwise, this power of appointment cannot be exercised in favor of the trustee, the trustee's estate, the creditors of the trustee or the creditors of the trustee's estate.

- 3.6 **POWER TO MAKE ASSETS PRODUCTIVE:** During the surviving trustor's lifetime, he or she shall have the power to require the trustee to make all or part of the principal of the trust productive or to convert promptly any unproductive part into productive property. This power shall be exercised by the surviving trustor in a written instrument delivered to the trustee. This power shall supercede the power granted in Article 4 to the trustee to retain underproductive and unproductive assets.

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ARTICLE 4

TRUSTEE'S POWERS

- 4.1 **MANAGEMENT OF TRUST PROPERTY:** With respect to the trust property, except as otherwise specifically provided in this trust, the trustee shall have all powers now or hereafter conferred upon trustees by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust. Any expenditure involved in the exercise of the trustee's powers shall be borne by the trust estate. Such powers shall include, but not be limited to, the following powers with respect to the assets in the trust estate:
- 4.1.1 To manage, operate, control, sell, convey, divide, convert or allot the trust property, and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust for any purpose including exploration for and removal of gas, oil or other minerals; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property; and to enter into community oil leases.
 - 4.1.2 To abandon or retain underproductive property, and to invest and reinvest the trust funds in such property as the trustee, in the exercise of reasonable business judgment, may deem advisable, whether or not the property is of the character specifically permitted by law for the investment of trust funds, including stock of the trustee and investments in any common trust fund now or hereafter established by trustee.
 - 4.1.3 To retain nonproductive assets at the direction of trustors or current income beneficiaries of the trust, or, in the exercise of reasonable business judgment by the trustee, to abandon nonproductive assets.
 - 4.1.4 To borrow money for any purpose; to place, replace, renew or extend any encumbrance upon any trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action; provided, however, that upon the death of the first trustor to die, this power shall be limited with regard to Trust B to borrow for a trust purpose.
 - 4.1.5 To establish lines of credit and to guarantee any and all loans made to the trustors or to a corporation of which trustor is a shareholder or officer, regardless of the purpose of the loan; provided, however, that upon the death of the first trustor to die, such guarantees may only be made from Trust A.
 - 4.1.6 To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers

and liquidations and, in connection therewith, to deposit securities with and transfer title and delegate discretions to any protective or other committee as the trustee may deem advisable.

- 4.1.7 To acquire or dispose of an asset, including, but not limited to, real estate, for cash or on credit, at public or private sale; and to exchange, partition, change the character of or abandon a trust asset or any interest therein.
- 4.1.8 To make improvements, alterations or ordinary or extraordinary repairs of buildings or other trust property; to demolish any improvements; to raze existing or erect new party walls or buildings.
- 4.1.9 To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.
- 4.1.10 To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset.
- 4.1.11 To vote a security, in person or by general or limited proxy.
- 4.1.12 To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.
- 4.1.13 To sell or to exercise or not exercise, as the trustee may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the trust estate.
- 4.1.14 To sell short; to invest in warrants; to invest in options of all kinds, including but not limited to the purchase or sale of options of all kinds, the purchase of put and call options, the writing (selling) of put and call options, and the selling of naked put and call options; to engage in covered call writing; to engage in option spreading and all types of option trading; and to engage in speculative investments of every type.
- 4.1.15 To buy, sell and trade in securities of any nature on margin or otherwise, including short sales and contracts for the future delivery of commodities; to maintain and operate margin accounts and other accounts with brokers; and to pledge any securities

held or purchased by the trust to brokers as security for loans and advances made to the trust.

- 4.1.16 To hold a security in the name of a nominee or in any other form without disclosure of the trust, so that title to the security may pass by delivery, but the trustee shall be liable for any act of the nominee in connection with the security so held.
- 4.1.17 To insure the assets of the trust against damage or loss, and the trustee against liability with respect to third persons.
- 4.1.18 To advance money for the protection of the trust and for all expenses, losses and liabilities sustained in the administration of the trust or because of the holding or ownership of any trust assets, for which advances, with any interest thereon, the trustee shall have a lien on the trust assets as against the beneficiaries.
- 4.1.19 To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration or otherwise; and to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.
- 4.1.20 To commence or defend litigation with respect to the trust or any property of the trust estate as trustee may deem advisable and to employ such counsel as the trustee shall deem advisable for that purpose.
- 4.1.21 To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the trust, any property subject to any such security instrument.
- 4.1.22 To pay taxes, assessments, reasonable compensation of the trustee and other reasonable expenses incurred in the collection, care, administration and protection of the trust.
- 4.1.23 To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.
- 4.1.24 To pay the debts of trustors, the cost of any final illnesses of trustors, and the cost of trustors' funerals and final disposition, and to authorize any actions necessary to arrange for trustors' funerals and final disposition; provided, however, that such payments shall not be made from the principal of Trust B for the debts and costs of the surviving trustor.

- 4.2 **POWER TO APPOINT AGENT:** The trustee shall have the power to appoint a general or special agent to act on trustee's behalf. Any power of attorney the trustee creates pursuant to this power shall cease when the appointing trustee ceases to act as trustee.
- 4.3 **BROAD POWERS OF DISTRIBUTION:** After the death of both trustors, upon any division or partial or final distribution of the trust estate, the successor trustee shall have the power to partition, allot and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustee, and to sell such property as the trustee in the trustee's discretion considers necessary to make such division or distribution. In making any division or partial or final distribution of the trust estate, the trustee shall be under no obligation to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the trustee may in the trustee's discretion make non pro rata divisions between trusts or shares and non pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value.
- 4.4 **POWER TO HOLD TITLE IN THE NAME OF ONE TRUSTEE ONLY:** With regard to the separate property of one trustor, that trustor may, at his or her option, be the sole trustee with regard to title to that property. Upon the death or incapacity of the trustee in whose name title to the property is held, the successor trustee of the property shall be the other co-trustee as shown in Article 1; or if none, then the successor trustees shall serve in the order set forth in Article 1.
- 4.5 **POWER OF CO-TRUSTEE TO ACT ALONE:** As long as trustors are also co-trustees, either one of the co-trustees may act alone with reference to any powers of the trustee just as if he or she was the sole trustee. Any person dealing with one of the trustees shall not have the right to insist on the other co-trustee joining in on any transaction. Except, however, with regard to transactions relating to real property held in the name of both trustees, the signature of both trustees shall be required unless the incapacity of a trustee is established pursuant to Article 5.5.
- 4.6 **APPLY FOR GOVERNMENT ASSISTANCE:** The trustee shall have the power to deal with governmental agencies. To make applications for, receive and administer any of the following benefits, if applicable: Medi-Cal, Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly; e.g. California Department on Aging, Federal Older Americans Act, Nursing Home Ombudsman, "Senior Day Care" programs, and senior centers.
- 4.7 **POWER TO OBTAIN BENEFITS UNDER WELFARE & INSTITUTIONS CODE SECTION 14006.2:** The trustee shall have

the power to explore and implement Medi-Cal planning strategies and options and to plan and accomplish asset preservation in the event a trustor needs long-term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the trustors' family residence; (2) pay off partly or in full the encumbrance, if any, on the trustors' family residence; (3) purchase a family residence, if the trustors do not own one; (4) purchase a more expensive family residence; (5) transfer the family residence to the trustor-spouse who does not need long-term medical, health, or nursing care under Welfare & Institutions Code Section 14006.2; (6) divide community property assets equally between the trustors under Welfare & Institutions Code Section 14006.2; (7) make gifts of assets for estate planning purposes.

- 4.8 **AUTHORITY TO DIVIDE TRUST:** If any trust established hereunder may be subject to the federal generation-skipping tax, the trustee may divide that trust into two separate trusts of equal or unequal value, but on the same terms and with the same beneficiaries, so that the transferor's exemption may be allocated to one of the trusts to the exclusion of the other, or disproportionately between them.

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ARTICLE 5

GENERAL PROVISIONS

- 5.1 **LAW FOR CONSTRUCTION OF TRUST:** This trust shall be governed by the laws of the State of California.
- 5.2 **PERPETUITIES SAVINGS CLAUSE:** Unless terminated earlier in accordance with other provisions of this trust, any trust hereby created or created by the exercise of any power hereunder shall terminate 21 years after the death of the last survivor of the following: (1) the trustors; (2) all the issue of trustors who are living at the death of the first trustor to die; and (3) all named beneficiaries who are living at the death of the first trustor to die. Upon such termination, the trust estate, and any accumulations thereon, shall be distributed to those persons and in the same proportions as the income of the trust is then being paid.
- 5.3 **SPENDTHRIFT PROVISION:** No interest in the principal or income of any trust created under this trust instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This paragraph shall not prohibit an assignment by a beneficiary to any other beneficiary of this trust. This provision shall not apply to a trustor's interest in the trust estate.
- 5.4 **COMMUNITY PROPERTY AGREEMENT:** Trustors agree and declare that all property currently held in the names of both trustors regardless of the technical vesting of title shall be held in this trust as community property.

All property held by the trustee pursuant to this trust shall remain, respectively, community property, quasi-community property or the separate property of the trustor who transferred the property to the trustee. Any distribution or withdrawals of community property, quasi-community property or separate property shall be as community property, quasi-community property and separate property, respectively.

Notwithstanding any other provision of this trust, with respect to community property, during the joint lifetime of trustors, the powers of the trustee shall be no more extensive than those possessed by a husband or wife under laws of the State of California. This provision shall not be interpreted to limit the power of the trustee to exercise any powers conferred by this instrument in the event of the disability or incapacity of either or both trustors.

- 5.5 **INCAPACITY OF TRUSTEE:** Whenever two licensed medical doctors certify in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the successor trustee shall serve. However, if after receipt of the certificate, the trustee alleged to be unable to

serve as trustee gives written notice to the person causing the certificate to be issued that he or she disagrees with the doctor, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. Anyone dealing with the trust may rely on the written medical certificates, or photocopies of them, presented to them by the co-trustee or the successor trustee, and shall incur no liability to any beneficiary for any dealings with the co-trustee or the successor trustee in good faith reliance on the certificates. This provision is inserted in this document to encourage third parties to deal with the co-trustee or the successor trustee without the need of court proceedings.

5.6 **ASSURANCES OF TRUSTOR:** Trustors are aware that persons dealing with one trustor will be concerned whether the other trustor may have modified or revoked the trust. Trustors hereby agree that anyone dealing with the trust may rely on the original document and in the absence of actual notice of any modification or revocation of this trust, it shall be conclusively presumed that the trust is in full force and effect as stated herein. This assurance is given to encourage people to deal with either trustor or trustee alone. Further, this assurance is given to encourage a successor trustee to rely on the trust document as presented to the successor trustee. This provision is binding upon all successors in interest to this trust.

5.7 **LIABILITY OF TRUSTEE**

5.7.1 **LIABILITY OF SUCCESSOR TRUSTEE:** No trustee shall be liable for or responsible for any act, omission or default of any predecessor trustee.

5.7.2 **NOTICE TO TRUSTEE:** Unless the trustee receives actual written notice of an event affecting a beneficial interest in this trust, the trustee shall not be liable to any beneficiary for making distributions as though the event had not occurred.

5.7.3 **APPLICATION OF TRUST FUNDS:** The trustee shall be solely responsible for the manner in which trust assets are applied. No person paying money or delivering property to the trustee shall be responsible for its application.

5.8 **PRINCIPAL AND INCOME ALLOCATION:** This section shall be applicable if the terms of this trust require the trustee to make allocations between income and principal.

The determination of all matters with respect to what is income and what is principal of the trust estate, and the apportionment and allocation of receipts and expenses between these accounts, shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. Unless specifically provided to the contrary, all undistributed income shall be added to principal.

Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal. All premiums and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income.

The trustee shall establish reasonable reserves which shall be charged to income from time to time. Reserves shall be established for the following purposes: depreciation of all income-producing real and personal property and for capital improvements and extraordinary repairs; depletion of all depletable natural resources, including but not limited to oil, gas, mineral and timber property; and amortization of all intangible property with a limited economic life, including but not limited to patents and copyrights.

- 5.9 **SEVERABILITY CLAUSE:** If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.
- 5.10 **OMISSIONS INTENTIONAL:** It is trustors' intention that no relative not provided for in this trust, whether they be trustors' ancestor, descendant, or lateral relative, receive any part of trustors' estate. It is also trustors' intention that no person who may, after the date of this trust, become trustors' heir or heirs, by reason of marriage or otherwise, take any part of trustors' estate.
- 5.11 **ATTACK ON TRUST:** Except as otherwise provided in this trust, trustors have intentionally and with full knowledge omitted to provide for trustors' heirs. If any beneficiary under this trust in any manner, directly or indirectly, contests this trust or any of its provisions, any share or interest in trustors' estate given to that contesting beneficiary under this trust is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased trustors without issue.

SPECIAL PROVISIONS FOR LIFE INSURANCE

- 5.12 **WHERE LIFE INSURANCE IS SEPARATE PROPERTY:** Where the trustors have designated life insurance to be the separate property of the non-insured spouse, trustors agree that no portion of the policy or its proceeds on their respective lives shall be community property but rather shall be the sole and separate property of the spouse whose life is not insured by the policy despite the fact that the premiums may be paid from community property. Notwithstanding any other provision of this trust, a trustor whose life is insured by a life insurance policy belonging to this trust shall not have the power to amend or revoke this trust so as to affect the life insurance policy or the proceeds where the policy has remained the separate property of the other trustor.
- 5.13 **INSURANCE INTO TRUST B:** Notwithstanding any other provision of this trust, if the surviving trustor is the insured on

any life insurance policies of which the trustee or the deceased trustor is the designated beneficiary, and the deceased trustor is, at the time of his or her death, the owner of all or any portion of any policy, which ownership interest or any portion of the policy has passed to the trustee hereunder and the ownership interest was the separate property of the deceased trustor, the trustee shall allocate the policy or the appropriate portion which the deceased trustor possesses to Trust B, where it shall be maintained in a segregated subaccount.

5.14 LIMITATIONS ON TRUSTEE'S POWERS RE LIFE INSURANCE:

Notwithstanding any other provision, during such time as the surviving spouse is acting as sole trustee of Trust B, the surviving spouse, individually and as trustee, shall have no power over or interest in any life insurance assigned to Trust B and insuring the life of the surviving spouse. With reference to any life insurance policy, the trustee designated as second appointment shall be the special trustee of the policies. If the trustee designated as second appointment fails to act then the successor appointees shall serve in the order named. All decisions regarding the insurance shall be made solely by the special trustee. If all successor trustees fail to act then the surviving spouse shall apply to the court for the appointment of an independent special trustee for the life insurance policies.

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**WAIVER OF CONFLICT
AND
EXECUTION OF TRUST INSTRUMENT**

We have been advised that where clients are husband and wife, there is a potential conflict of interest concerning separate and community property and distribution of the property. We have been advised that each of us has the right to seek independent advice from separate attorneys. We choose not to do so and hereby affirm that we are in full agreement as to the status of our property and distribution thereof, and we have asked the Bezaire Law Office to represent both of us in setting up our estate plan.

JEREMY P. WARD and PAULINE WARD have read the foregoing Declaration of Trust and waiver of conflict. It correctly states the terms and conditions under which the trust estate is to be held, managed and distributed by trustees. Trustors approve the Declaration of Trust in all particulars and request trustees to execute it. Trustees agree to be bound by the terms of this trust.

Trustors and trustees execute this Declaration of Trust on JAN 0 4 1991.

TRUSTORS:

Jeremy P. Ward
JEREMY P. WARD
Pauline Ward
PAULINE WARD

TRUSTEES:

Jeremy P. Ward
JEREMY P. WARD
Pauline Ward
PAULINE WARD

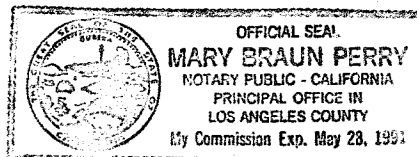
ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On JAN 0 4 1991, before me, the undersigned, a Notary Public in and for the State of California, personally appeared JEREMY P. WARD and PAULINE WARD, proven to me, on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged that JEREMY P. WARD and PAULINE WARD executed the same.

Witness my hand and official seal.

Mary Braun Perry
Notary Public



Recording requested by and
when recorded mail to:

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REVOCABLE LIVING TRUST
OF
JEREMY P. WARD AND PAULINE WARD
TRUST WITH A-B TAX PROVISIONS
(FORMULA CLAUSE)

January 4, 1991

SEE ATTACHED AMENDMENT
DATED 12-4-92

12-4-92

DO NOT WRITE ON THIS DOCUMENT, CHANGE IT, OR REVOKE IT
WITHOUT YOUR ATTORNEY'S ADVICE

IT IS IMPORTANT FOR THE TRUSTEE TO CALL THE ATTORNEY
IMMEDIATELY UPON THE DEATH OF A TRUSTOR.
FAILURE TO DO SO COULD RESULT IN THE LOSS
OF IMPORTANT OPTIONS AND COULD CAUSE
ADVERSE TAX CONSEQUENCES

DO NOT WRITE ON OR DESTROY YOUR ORIGINAL TRUST
KEEP THIS DOCUMENT ATTACHED TO THE ORIGINAL TRUST

AMENDMENT TO THE WARD TRUST, dated January 4, 1991

Date of this amendment: 12-04-92

The Revocable Living Trust of JEREMY P. WARD and PAULINE WARD, dated January 4, 1991, is hereby amended as follows:

Article 2.18 is hereby deleted in its entirety and the following is inserted as the new Article 2.18:

2.18 **HELD IN TRUST FOR BENEFICIARY UNDER THE AGE OF 35:** If, at the time set for the distribution of trust principal according to the provisions of this trust, a beneficiary is under the age of 35 years, then the trustee shall not distribute that beneficiary's share of the trust to him or her, but shall hold that beneficiary's allocated share of the trust as follows:

2.18.1 **BENEFIT OF BENEFICIARY:** So long as the beneficiary is under the age of 35 years, the trustee shall pay to or apply for the benefit of the beneficiary, out of the beneficiary's allocated share, as much of the net income and principal of the trust as the trustee, in the trustee's discretion, shall deem necessary for the beneficiary's proper health, maintenance, support and education. In making this determination, the trustee shall take into consideration, to the extent the trustee shall deem advisable, any other income or resources of the beneficiary known to the trustee and reasonably available for these purposes.

2.18.2 **TIME OF PAYMENT:** The trustee shall distribute to the beneficiary the remaining trust assets without regard to the needs of the beneficiary as follows:

2.18.2.1 50 percent of the then remaining trust assets when the beneficiary reaches the age of 30.

2.18.2.2 100 percent of the then remaining trust assets when the beneficiary reaches the age of 35.

2.18.3 **HELD IN TRUST UNTIL WRITTEN REQUEST FOR PAYMENT:** Whenever the trustee is required by the terms of the trust to distribute or apply funds or property for the benefit of a beneficiary the trustee may, in the trustee's sole discretion, accumulate such funds or property until such time as the trustee receives a written request for payment from the beneficiary.

2.18.4 **DIES BEFORE DISTRIBUTION:** If a beneficiary for whom assets are being held according to this section dies before reaching the age of 35, the undistributed balance of that beneficiary's share of the trust estate shall be distributed to such one or more persons or entities and on such terms and conditions as the beneficiary shall appoint by 1) a written

instrument exercising this power of appointment signed by the beneficiary and delivered to the trustee during the lifetime of the beneficiary; or 2) a valid Will or Living Trust executed by the beneficiary and exercising this power of appointment. The exercise of this power of appointment may be made by specific reference to this power of appointment or by a general reference exercising all powers of appointment held by the beneficiary. If the beneficiary has failed to appoint beneficiaries as provided above, the undistributed balance of the beneficiary's share of the trust estate shall be distributed to that beneficiary's issue by right of representation. If the beneficiary is not survived by issue then living, then the undistributed balance of that beneficiary's share of the trust estate shall be distributed to those persons then living who would have been entitled to distribution had the surviving trustor died immediately after the death of the beneficiary.

Article 4.1.15 is hereby deleted in its entirety and the following is inserted as the new Article 4.1.15:

4.1.15 To buy, sell and trade in securities of any nature, including, but not limited to, United States Treasury Securities, on margin or otherwise, including short sales and contracts for the future delivery of commodities; to maintain and operate margin accounts and other accounts with brokers; and to pledge any securities held or purchased by the trust to brokers as security for loans and advances made to the trust.

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WAIVER OF CONFLICT
AND
EXECUTION OF TRUST AMENDMENT

We have been advised that where clients are husband and wife, there is a potential conflict of interest concerning separate and community property and distribution of the property. We have been advised that each of us has the right to seek independent advice from separate attorneys. We choose not to do so and hereby affirm that we are in full agreement as to the status of our property and distribution thereof, and we have asked the Bezaire Law Office to represent both of us in setting up our estate plan.

JEREMY P. WARD and PAULINE WARD have read the foregoing amendment of trust. It correctly states the additional terms, conditions and changes under which the trust estate is to be held, managed and distributed by Trustees. JEREMY P. WARD and PAULINE WARD approve the amendment of trust in all particulars and request Trustees to execute it. Trustees agree to be bound by the terms of the trust as amended.

Trustors and Trustees execute this on 12-04-92.

TRUSTORS:

Jeremy P. Ward
JEREMY P. WARD

Pauline Ward
PAULINE WARD

TRUSTEES:

Jeremy P. Ward
JEREMY P. WARD

Pauline Ward
PAULINE WARD

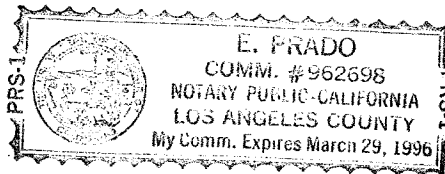
ACKNOWLEDGMENT

State of California)
) ss.
County of Los Angeles

On 12-04-92, before me, the undersigned, a Notary Public in and for the State of California, personally appeared JEREMY P. WARD and PAULINE WARD, proven to me, on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

E. Prado
Notary Public



SECOND AMENDMENT TO THE WARD TRUST
UNDER INSTRUMENT DATED JANUARY 4, 1991

Pursuant to the authority retained by Settlers in Article 3, Paragraphs numbered 3.1, 3.2 and 3.3, JEREMY P. WARD and PAULINE WARD hereby amend said Trust as follows:

1. Article 1, Paragraph 1.3 is revoked in its entirety and replaced with the following:

1.3 TRUSTEES: Trustors appoint the following as trustee(s) of this Trust:

First Appointment: JEREMY P. WARD and PAULINE WARD, as co-trustees

Second Appointment: ROGER WARD and DIANA WARD HUTTON, as co-trustees

Third Appointment: BONNIE WARD

JEREMY P. WARD and PAULINE WARD shall serve as the first trustees. If either JEREMY P. WARD or PAULINE WARD is unable or unwilling to act, the other shall serve as sole trustee. When both JEREMY P. WARD and PAULINE WARD cease to act, then ROGER WARD and DIANA WARD HUTTON shall serve as successor co-trustees. In the event that either ROGER WARD or DIANA WARD HUTTON is unable or unwilling to act as co-trustee, then the other shall serve as sole successor trustee. In the event that both ROGER WARD and DIANA WARD HUTTON are unable or unwilling to act as successor trustee, then BONNIE WARD shall serve as successor trustee.

Except as otherwise provided in Article 4, where trustors have appointed co-trustees, all co-trustees shall act together. If no successor trustee is designated to act in the event of the death, incapacity or resignation of the trustee then acting, or no successor trustee accepts the

office, the trustee then acting may appoint a successor trustee. If no such appointment is made, the majority of the adult beneficiaries entitled to distribution from this Trust may appoint a successor trustee.

The successor trustee shall be reimbursed for all necessary and reasonable expenses incurred in connection with the administration of this Trust. The successor trustee shall be entitled to reasonable compensation for his or her services.

2. Article 2, Paragraph 2.14 and subparagraphs 2.14.1, 2.14.2, 2.14.3 and 2.14.4 are revoked in their entirety and replaced as follows:

2.14 UPON THE DEATH OF BOTH JEREMY P. WARD AND PAULINE WARD:

Upon the death of the survivor of JEREMY P. WARD and PAULINE WARD, the trustee shall divide the trust estate, including any assets subsequently added to the Trust, into two equal shares. One share shall be designated for the benefit of Settlor's son, ROGER WARD, the other share shall be designated for the benefit of Settlor's daughter, DIANA WARD HUTTON. The trustees shall hold each child's share in trust for the following uses and purposes upon the terms and conditions stated herein:

1. Each beneficiary's share shall be administered separately and distinctly apart from the share of the other beneficiary.

2. Each beneficiary shall be entitled to receive distributions totalling no more than \$30,000.00 per year from their respective share of the trust estate. These distributions may be made in quarter-annual or less frequent installments.

3. The beneficiaries are directed to preserve, to the fullest extent possible, their separate property interest in the trust estate and any distributions received therefrom.

4. The investment powers of the trustees shall be restricted to investments in insured accounts with banks, credit unions or other insured savings institutions, treasury bills, United States savings bonds or other prudent investments that persons of reasonable skill, learning and knowledge purchase for their own account under similar circumstances. In no event shall the trustees have the power to invest in speculative property, whether real or personal property, limited partnerships or other unsecured investments.

5. Upon the death of ROGER WARD or DIANA WARD HUTTON, their remaining share shall be distributed to their issue by right of representation. In the event that the issue of either ROGER WARD or DIANA WARD HUTTON shall be under age 35, then such issue's respective share hereof shall be held in trust as follows:

a. The trustee shall pay to or apply for the benefit of such issue so much of the income and so much of the principal of the trust estate as the trustee deems necessary for the health, education, support, and maintenance of the beneficiary after taking into account all other sources of income available to the beneficiary and known to the trustee.

b. The trustee shall distribute to any alternate beneficiary the remaining trust assets of that beneficiary's respective share without regard to the needs of the beneficiary as follows:

i. FIFTY PERCENT (50%) of the then remaining trust assets when the beneficiary reaches age 30.

ii. Payments as set forth in Paragraph 5.a., above, may continue at the trustee's discretion until the beneficiary reaches age 35, at which time the trustee shall deliver the beneficiary's remaining interest to them, free of trust.

c. The trustee's investment powers with respect to any alternate beneficiary's share hereof shall be limited as set forth in Paragraph 2.14 of this instrument as herein amended.

IN WITNESS WHEREOF, this Second Amendment to the Ward Trust Under Instrument Dated January 4, 1991 is executed at Fortuna, California, on May 1, 1997.

Jeremy P. Ward
JEREMY P. WARD, Trustor

Jeremy P. Ward
JEREMY P. WARD, Trustee

Pauline Ward
PAULINE WARD, Trustor

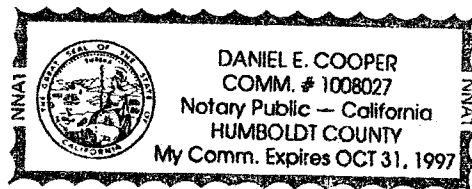
Pauline Ward
PAULINE WARD, Trustee

STATE OF CALIFORNIA)
COUNTY OF HUMBOLDT) ss.

On ~~April~~ ^{May} 1, 1997, before me, DANIEL E. COOPER, Notary Public, personally appeared JEREMY P. WARD and PAULINE WARD, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Daniel E. Cooper
DANIEL E. COOPER, Notary Public
My commission expires October 31, 1997



**THIRD AMENDMENT TO THE WARD TRUST
UNDER INSTRUMENT DATED JANUARY 4, 1991**

Pursuant to the authority retained by Trustors, JEREMY P. WARD and PAULINE WARD, in Article 3, Paragraphs numbered 3.1, 3.2 and 3.3, and as otherwise allowed by law, Trustors, JEREMY P. WARD and PAULINE WARD, hereby amend said Trust as follows:

1. Article 1, Paragraph 1.3 is revoked in its entirety and replaced with the following:

1.3 TRUSTEES: Subject to the terms and conditions set forth below, Trustors appoint the following as trustee(s) and successor trustees of this Trust:

First Appointment: JEREMY P. WARD and PAULINE WARD, as initial Co-Trustees

Second Appointment: ROGER WARD as successor Trustee

Third Appointment: DIANA WARD HUTTON, as alternate successor Trustee

Fourth Appointment: BONNIE TAGG as second alternate successor Trustee

JEREMY P. WARD and PAULINE WARD shall serve as the first trustees. If either JEREMY P. WARD or PAULINE WARD is unable or unwilling to act, the other shall serve as sole trustee. When both JEREMY P. WARD and PAULINE WARD cease to act, then ROGER WARD shall serve as successor trustee. In the event ROGER WARD is unable or unwilling to act as successor trustee, then DIANA WARD HUTTON shall serve as alternate successor trustee. In the event that both ROGER WARD and DIANA WARD HUTTON are unable or unwilling to act as successor trustee, then BONNIE TAGG shall serve as second alternate successor trustee.

Except as otherwise provided in Article 4, where trustors have appointed co-trustees, all co-trustees shall act together. If no successor trustee is designated to act in the event of

the death, incapacity or resignation of the trustee then acting, or no successor trustee accepts the office, the trustee then acting may appoint a successor trustee. If no such appointment is made, the majority of the adult beneficiaries entitled to distribution from this Trust may appoint a successor trustee.

The successor trustee shall be reimbursed for all necessary and reasonable expenses incurred in connection with the administration of this Trust. No successor trustee shall be entitled to receive compensation for his or her services as trustee.

2. Article 2, Paragraph 2.14 and subparagraphs 2.14.1, 2.14.2, 2.14.3 and 2.14.4 are revoked in their entirety and replaced as follows:

2.14 UPON THE DEATH OF BOTH JEREMY P. WARD AND PAULINE WARD:

Upon the death of the survivor of JEREMY P. WARD and PAULINE WARD, the trustee shall divide the trust estate, including any assets subsequently added to the Trust, into two equal shares. One share shall be designated for the benefit of Trustors' son, ROGER WARD, and the other share shall be designated for the benefit of Trustors' daughter, DIANA WARD HUTTON. The trustee shall hold each child's share, in trust, under the following terms and conditions and for the following uses and purposes stated herein:

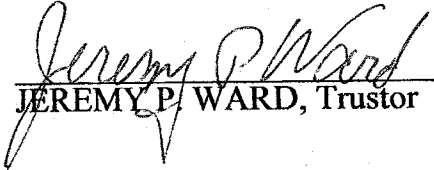
1. Each beneficiary's share shall be administered separately and distinctly apart from the share of the other beneficiary.
2. Each beneficiary shall be entitled to receive distributions totaling no more than THIRTY THOUSAND DOLLARS (\$30,000.00) per year from their respective share of the trust estate in quarter-annual or less frequent installments.
3. The beneficiaries are directed to preserve, to the fullest extent possible, their separate property interest in the trust estate and any distributions received therefrom.
4. The investment powers of the trustees shall be restricted to investments in

insured accounts with banks, credit unions or other insured savings institutions, treasury bills, United States savings bonds or other similarly prudent investments that persons of reasonable skill, learning and knowledge purchase for their own account under similar circumstances. In no event shall the trustees have the power to invest in speculative property, whether real or personal property, limited partnerships or other unsecured investments.

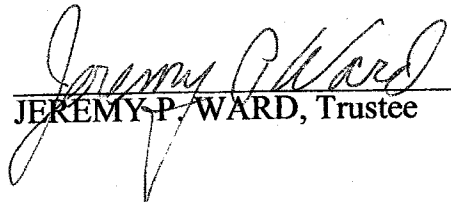
5. Upon the death of ROGER WARD or DIANA WARD HUTTON, their remaining share shall be distributed outright and free of trust, in EQUAL SHARES to their spouse if then surviving, their issue and their lawfully adopted children, by right of representation.

6. In the event the issue of either ROGER WARD or DIANA WARD HUTTON shall be under twenty-five (25) years of age and entitled to any share of the trust estate, then such person's share shall be held by the trustee, or a qualified nominee of the trustee, in accord with the California Uniform Transfers to Minors Act, until they shall attain twenty-five (25) years of age.

IN WITNESS WHEREOF, this Third Amendment to the Ward Trust Under Instrument Dated January 4, 1991 is executed at Eureka, California, on April 21, 2009.



JEREMY P. WARD, Trustor



JEREMY P. WARD, Trustee



PAULINE WARD, Trustor



PAULINE WARD, Trustee

NOTARY ACKNOWLEDGMENT

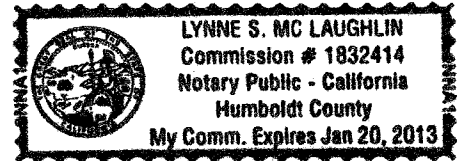
STATE OF CALIFORNIA)
COUNTY OF HUMBOLDT) ss.

On April 21, 2009, before me, LYNNE S. McLAUGHLIN, Notary Public, personally appeared JEREMY P. WARD and PAULINE WARD, who 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 capacity and that by their signatures on the instrument the persons or the entity upon behalf of which the persons 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

Lynne S. McLaughlin
LYNNE S. McLAUGHLIN, Notary Public
My commission expires January 20, 2013



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

I (we), Roger Ward as Trustee of The Ward Family Trust, being of legal age, declares under penalty of perjury:

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

Name of Trust: The Ward Family Trust
Date of Trust: January 4, 1991
Trustor(s)/Settlor(s): Jeremy P. Ward & Pauline Ward
Original Trustee(s): Jeremy P. Ward & Pauline Ward
Trust Identification, Social Security or Employer Identification: [REDACTED]

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

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

Trustees authorized to sign: ROGER WARD
Nature of document: Assignment of Right to Collect Excess Proceeds
Date of document: 10-29-2013

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

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

Signed under penalty of perjury, this 29 day of OCTOBER, 2013.

[Signature]
Signature

Name: ROGER WARD
Address: 3975 ARROW LAKE
City, State, Zip: Oshkosh WI, 54902

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Wisconsin)

County of Winnebago)

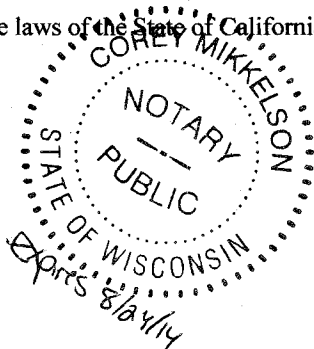
On October 29, 2013 before me, Corey Mikkelsen - Assistant Manager, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.


[Signature] (seal)
Signature of Notary Public





USA
WI

WISCONSIN DRIVER LICENSE REGULAR



4d DOB [REDACTED]
1 **WARD**
2 **ROGER M**
3 **3975 APPLE LN**
OSHKOSH, WI 54902

3 DOB **12/09/1945** 4b EXP **12/09/2020**

15 SEX **M** 4a ISS **03/25/2013**
16 HGT **6'-02"** 18 EYES **BLU**
17 WGT **260 lb** 19 HAIR **BRO**

9 CLASS **D**
9a END **NONE**

5 DO OTSLC2013032512403287

Roger Ward

PHONE: 920-267-3195

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