

FORM APPROVED COUNTY COUNSEL 8/12/15  
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

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

248A



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

**SUBMITTAL DATE:  
 AUG 12 2015**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 1013. Last assessed to: Victor D. Aguilar and Tanya Aguilar, Co-Trustees of the Aguilar Family Trust dated November 7, 2006. District 4 [\$1,692] Fund 65595 Excess Proceeds from Tax Sale.

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

1. Approve the claim from Victor D. Aguilar and Tanya Aguilar, Co-Trustees, last assessees for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 657181009-9;

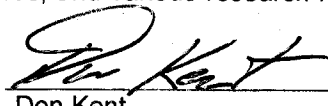
(continued on page two)

**BACKGROUND:**

**Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the March 20, 2012 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 11, 2012. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 6, 2012, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

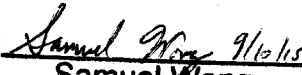
  
 Don Kent  
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,692	\$ 0	\$ 1,692	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Fund 65595 Excess Proceeds from Tax Sale

Budget Adjustment: N/A  
 For Fiscal Year: 15/16

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

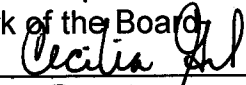
BY:   
 Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley  
 Nays: None  
 Absent: Washington  
 Date: September 22, 2015  
 xc: Treasurer

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

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

**9-23**

- 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. 192, Item 1013. Last assessed to: Victor D. Aguilar and Tanya Aguilar, Co-Trustees of the Aguilar Family Trust dated November 7, 2006. District 4 [\$1,692] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** 11/12/2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Authorize and direct the Auditor-Controller to issue a warrant to Victor D. Aguilar and Tanya Aguilar, Co-Trustees in the amount of \$1,692.76, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**BACKGROUND:**

**Summary (continued)**

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

1. Claim from Victor D. Aguilar and Tanya Aguilar, Co-Trustees based on a Grant Deed recorded November 9, 2006 as Instrument No. 2006-0831931.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Victor D. Aguilar and Tanya Aguilar, Co-Trustees be awarded excess proceeds in the amount of \$1,692.76. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

**Impact on Citizens and Businesses**

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

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

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 1013 Assessment No.: 657181009-9

Assessee: AGUILAR, VICTOR D TR & TANYA TR

Situs: 16213 BUBBLING WELLS RD DSRT HOT SPG

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

2013 JUN 13 PM 1:10  
BY [Signature]  
TREASURER/TAX COLLECTION

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 2,151.01 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2005-0486922; recorded on 6/26/05. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

PLEASE ACCEPT MY CLAIM, WE HAD COME IN PERSON TO FILE A CLAIM WITHIN ONE YEAR OF THE SALE BUT THERE WAS NO INFORMATION AVAILABLE AT THAT TIME. WE ARE IN A FINANCIAL HANDSHIP IF YOU CAN PLEASE ACCEPT OUR CLAIM AFTER THE FINAL DATELINE.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 12TH day of JUNE, 2013 at SAN DIEGO, CA  
County, State

[Signature]  
Signature of Claimant

Tanya Aguilar  
Signature of Claimant

VICTOR D. AGUILAR  
Print Name

TANYA AGUILAR  
Print Name

3328 MAIN ST  
Street Address

3328 MAIN ST  
Street Address

CHULAVISTA, CA 91911  
City, State, Zip

CHULAVISTA, CA 91911  
City, State, Zip

619-335-3330  
Phone Number

619-869-2967  
Phone Number

RECORDING REQUESTED BY:

Daniel A. Jenkins, ESQ.  
J. DOUGLAS JENNINGS, JR., APC  
9171 TOWNE CENTRE DRIVE, #350  
SAN DIEGO, CA 92122

WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO

Name: Victor and Tanya Aguilar  
Address: 1378 Normandy Drive  
City, State & Zip: Chula Vista, CA 91913

X DOC # 2006-0831931  
X 11/09/2006 08:00A Fee:10.00

Page 1 of 2  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2						1
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X GRANT DEED

APN:657-181-009-9

C  
508

The undersigned Grantors declare under penalty of perjury that this is a transfer to a trust that is revocable by the Grantors and is exempt from property tax reassessment pursuant to California Revenue and Tax Code section 62(d).

THERE IS NO CONSIDERATION FOR THIS TRANSFER and pursuant to California Revenue and Tax Code section 11911, the documentary transfer tax is \$ -0-:

*Barbara J. Sebeiro*  
Signature of Transfer Tax Declarant

The land, tenements or realty is located in the City of Desert Hot Springs, County of Riverside, State of California, and

GRANTOR: VICTOR DANIEL AGUILAR and TANYA AGUILAR, Husband and Wife as Community Property

hereby GRANT(S) to: VICTOR D. AGUILAR AND TANYA AGUILAR, CO-TRUSTEES OF THE AGUILAR FAMILY TRUST DATED NOVEMBER 7, 2006

the following described real property in the City of Desert Hot Springs, County of Riverside, State of California:

LOT 1191 OF DOS PALMAS UNIT #12, AS PER MAP RECORDED IN BOOK 32, PAGES 15 AND 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(Commonly known as: 15213 Bubbling Wells Road, Desert Hot Springs, CA 92240)

Dated: November 7, 2006

*[Signature]*  
VICTOR DANIEL AGUILAR

*[Signature]*  
TANYA AGUILAR

**ACKNOWLEDGMENT BY NOTARY**

STATE OF CALIFORNIA            }  
COUNTY OF SAN DIEGO        }

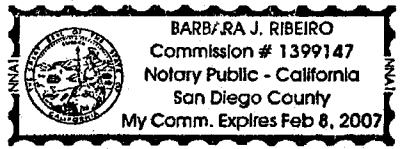
On November 7, 2006, before me,

**Barbara J. Ribeiro**

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

WITNESS my hand and official seal.

*Barbara J. Ribeiro*  
\_\_\_\_\_  
Signature



2006-0831931  
11/09/2006 08:00A  
2 of 2

RECORDING REQUESTED BY  
FIDELITY NATIONAL TITLE INSURANCE CO.

RECORDING REQUESTED BY  
Fidelity National Title Company  
Escrow No. 412936-CB  
Title Order No. 33292889-BS

When Recorded Mail Document  
and Tax Statement To:  
Mr. Ricardo Aguilar  
16105 Avenida Descanso  
Desert Hot Springs, CA 92240

DOC # 2005-0486922

06/20/2005 08:00A Fee: 7.00  
Page 1 of 1 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



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A	R	L				COPY	LONG	REFUND	NCHG	EXAM

TRA061-074  
APN: 657-181-009-9

GRANT DEED

7

T  
YS

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$71.50

- [ X ] computed on full value of property conveyed, or
- [ ] computed on full value less value of liens or encumbrances remaining at time of sale,
- [ X ] Unincorporated Area of Desert Hot Springs

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Desert Legacy, a LLC

hereby GRANT(S) to Victor Daniel Aguilar and Tanya Aguilar, husband and wife as community property

the following described real property in the Area of Desert Hot Springs  
County of Riverside, State of California:

Lot 1191 of Dos Palmas Unit #12, as per map recorded in Book 32, Pages 15 and 16 of Maps, in the Office of the County Recorder of said County.

DATED: May 2, 2005

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
ON 5/2/05 before me,  
SHIRLEY J. SCHWILK personally appeared  
FRANK J. LA CHAPPELLE

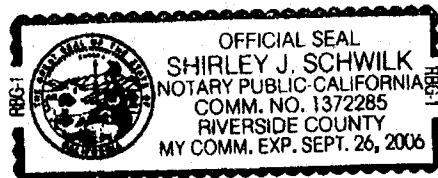
Desert Legacy, a LLC

By: [Signature]  
Frank J. LaChapelle

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

Witness my hand and official seal.

Signature Shirley J. Schwilk



MAIL TAX STATEMENTS AS DIRECTED ABOVE

March 23, 2015

Victor D. Aguilar & Tanya Aguilar, Co-Trustees  
3328 Main St.  
Chula Vista, CA 91911

Re: APN: 657181009-9  
TC 192, Items 1013  
Date of Sale: March 20, 2012

Dear Victor D. Aguilar & Tanya Aguilar, Co-Trustees:

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

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

- Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
- Notarized Statement of different/misspelled name
- Notarized Statement Giving Rights to Collect/Claim on behalf of
- Certified Death Certificates for
- Copy of the Aguilar Family Trust dated November 7, 2006
- Copy of Marriage Certificate for
- Original Note/Payment Book
- Updated Statement of Monies Owed (as of dated of tax sale)
- Articles of Incorporation (if applicable Statement by Domestic Stock)
- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other -

If you should have any questions

Sincerely,

*Shawana Green*

Shawana Green  
Tax Sales Operation  
(951) 955-3947  
(951) 955-3990 Fax

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input checked="" type="checkbox"/> Agent <i>[Signature]</i> <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>MARCIO VALDEZ</i></p> <p>C. Date of Delivery <i>03-25-12</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>Victor D. Aguilar &amp; Tanya Aguilar, Co-Trustees 3328 Main St. Chula Vista, CA 91911</p> </div>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p><i>EP 192-1013</i></p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7003 2260 0004 1559 3623</p>	

July 27, 2015

# Final Notice

Victor D. & Tanya Aguilar  
1378 Normandy Dr.  
Chula Vista, CA 91913-3936

Re: APN: 657181009-9  
TC 192 Item 1013  
Date of Sale: March 20, 2012

To Whom It May Concern:

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

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

- |  |  |
|--|--|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100 | <input type="checkbox"/> Copy of Marriage Certificate for                                      |
| <input type="checkbox"/> Notarized Statement of different/misspelled   | <input type="checkbox"/> Original Note/Payment Book  |
| <input type="checkbox"/> Notarized Statement Giving Authorization to claim on behalf of                              | <input type="checkbox"/> Updated Statement of Monies Owed (as of the date of the tax sale)     |
| <input type="checkbox"/> Certified Death Certificate for   | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock) |
| <input checked="" type="checkbox"/> <b>Copy of the Aguilar Family Trust Dated November 7, 2006</b>                   | <input type="checkbox"/> Court Order Appointing Administrator                                  |
|  | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)   |
|  | <input type="checkbox"/> Other –   |

**If your documentation is not received within 15 days (August 11, 2015), your claim will be denied.**

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

Sincerely,

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



July 27, 2015

# Final Notice

Victor D. & Tanya Aguilar  
715 Paso De Luz Unit 208  
Chula Vista, CA 91911-8813

Re: APN: 657181009-9  
TC 192 Item 1013  
Date of Sale: March 20, 2012

To Whom It May Concern:

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

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

- |  |  |
|--|--|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100 | <input type="checkbox"/> Copy of Marriage Certificate for                                      |
| <input type="checkbox"/> Notarized Statement of different/misspelled   | <input type="checkbox"/> Original Note/Payment Book  |
| <input type="checkbox"/> Notarized Statement Giving Authorization to claim on behalf of                              | <input type="checkbox"/> Updated Statement of Monies Owed (as of the date of the tax sale)     |
| <input type="checkbox"/> Certified Death Certificate for   | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock) |
| <input checked="" type="checkbox"/> <b>Copy of the Aguilar Family Trust Dated November 7, 2006</b>                   | <input type="checkbox"/> Court Order Appointing Administrator                                  |
|  | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)   |
|  | <input type="checkbox"/> Other –   |

**If your documentation is not received within 15 days (August 11, 2015), your claim will be denied.**

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

Sincerely,

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

July 27, 2015

Victor D. & Tanya Aguilar  
3328 Main Street  
Chula Vista, CA 91911

Re: APN: 657181009-9  
TC 192 Item 1013  
Date of Sale: March 20, 2012

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>MARIO VALDESPIED</i></p>	
1. Article Addressed to:		B. Received by (Printed Name) <i>MARIO VALDESPIED</i>	C. Date of Delivery <i>7-30-15</i>
2. Article Number (Transfer from service label) <i>EP 192-1013</i>		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, August 2001		Domestic Return Receipt	
		102595-02-M-15	

To Whom It May Concern:

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

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

- \_\_\_ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
- \_\_\_ Notarized Statement of different/mispelled
- \_\_\_ Notarized Statement Giving Authorization to claim on behalf of
- \_\_\_ Certified Death Certificate for
- Copy of the Aguilar Family Trust Dated November 7, 2006**

- \_\_\_ Copy of Marriage Certificate for
- \_\_\_ Original Note/Payment Book
- \_\_\_ Updated Statement of Monies Owed (as of the date of the tax sale)
- \_\_\_ Articles of Incorporation (if applicable Statement by Domestic Stock)
- \_\_\_ Court Order Appointing Administrator
- \_\_\_ Deed (Quitclaim/Grant etc...)
- \_\_\_ Other -

**If your documentation is not received within 15 days (August 11, 2015), your claim will be denied.**

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

Sincerely,

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

**Pazicni, Jennifer**

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**From:** Tanya Aguilar <teamom75@gmail.com>  
**Sent:** Monday, August 10, 2015 3:21 PM  
**To:** Pazicni, Jennifer  
**Subject:** 20150810124217138.pdf  
**Attachments:** 20150810124217138.pdf; ATT00001.txt

Victor D. & Tanya Aguilar  
3328 Main St  
CV, CA 91911  
APN: 657181009-9  
TC 192 Item 1013  
Date of Sale: 3/20/12

Attached is a copy of the Aguilar Family Trust. Please email me back to confirm you have received the following attachment or if there is anything else you need to process and approve the claim.

Sincerely,  
Victor & Tanya Aguilar  
(619)335-3330

**AGUILAR FAMILY TRUST**

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- 6.11 Presumption of Competency
- 6.12 Number and Gender; Headings
- 6.13 Receipts from Retirement Plans
- 6.14 Governing Law

## DECLARATION OF TRUST

VICTOR D. AGUILAR and TANYA AGUILAR, hereinafter referred to as "Co-Trustees," hereby declare that VICTOR D. AGUILAR and TANYA AGUILAR, Husband and Wife, hereinafter jointly referred to as the "Trustors," or separately as the "Husband" or the "Wife," "Surviving Trustor," or "Deceased Trustor," respectively, do hereby jointly and severally deliver and transfer to the Trustee, without consideration moving from the Trustee, their respective interest in the property described in Schedule "C" attached hereto which is the community property of the Husband and Wife, and the property described in Schedule "B" attached hereto which is the separate property of the Husband, and the property described in Schedule "A" attached hereto which is the separate property of the Wife.

The interest now and hereafter received by the Trustee shall constitute the Trust Estate and shall be held, managed and distributed as hereinafter provided. The Trustors intend that all property now and hereafter transferred to this Trust, which is separate or community property in nature, shall retain its character as separate or community property while subject to this Trust and upon transfer therefrom.

The Trustors intend that while either Trustor is serving as Trustee or Co-Trustee hereof, either Trustor shall be empowered to act to bind the Trust without first obtaining the consent of the remaining Trustor. This Trust shall be known as the AGUILAR FAMILY TRUST.

### ARTICLE I

#### DISTRIBUTION OF INCOME AND PRINCIPAL

##### 1.01 During Joint Lifetimes of Trustors

1.011 Income: During the joint lifetimes of the Trustors, the Trustee shall pay to the Trustors or apply for their benefit the entire net income of the Trust.

1.012 Withdrawal of Principal by Trustors: At the written request of the Trustors, the Trustee shall pay to the Trustors so much of the principal of the Trust, including the whole thereof, as the Trustors jointly at any time or from time to time may direct.



1.013 Separate Property: During the lifetime of the Trustor who transferred his or her separate property into this Trust, the Trustee shall also pay to said Trustor or apply for his or her benefit, as the case may be, the entire net income and so much of the principal of said separate property, including the whole thereof, as the Trustor, who transferred such separate property hereto, at any time or from time to time shall direct by a written instrument delivered to the Trustee.

1.014 Invasion of Principal: If at any time either Trustor shall become incompetent or shall for any other reason be unable to act on his or her own behalf, the Trustee may in his absolute discretion pay to or apply for the benefit of said Trustor such amount of the principal of the Trust Estate up to the whole of the community estate and the separate estate of said Trustor as the Trustee may deem necessary or advisable for his or her use and benefit. However, the Trustee shall not make payments from the community estate without first obtaining the written approval of the remaining Trustor.

Incapacity shall be proven by the opinion of two (2) licensed physicians who certify in writing that the Trustor has become physically or mentally incapacitated. These opinions shall control regardless of whether or not a court of competent jurisdiction has declared a Trustor to be incompetent, mentally ill, or in need of a conservator. The Trustee may therefore expend for the benefit of the incapacitated Trustor the amount of net income and principal necessary in the Trustee's discretion for this individual's proper health, support, and maintenance, until the incapacitated Trustor, in the opinion of two (2) licensed physicians is again able to assist in the management of his or her own affairs.

1.02 Upon the Death of One Trustor Survived by the Surviving Trustor

1.021 Payment of Debts, Funeral Expenses, and Taxes: Upon the death of the first Trustor, the Trustee may, in the Trustee's absolute discretion, pay out of income or principal of the one-half (1/2) of the community property of the Deceased Trustor or the separate Property of the Deceased Trustor any part or all of the expenses of last illness, burial expenses, income, gift, estate or inheritance taxes and all other debts of the Deceased Trustor, Husband or Wife, including any estate or inheritance taxes attributable to this Trust by reason of the death of either of the Trustors, to the extent that these shall not be

paid, or responsibility for their payment assumed by some other person or estate. The allocation of funeral expenses and expenses of last illness shall be made in accordance with California Probate Code Section 11446 or any successor section or amendment to that Section. Notwithstanding anything in this instrument to the contrary, the Trustee shall not pay any death taxes, including interest or penalties, last illness and funeral expenses, attorneys' fees, administration expenses, debts, or other obligations of the Deceased Trustor or his estate from funds received from qualified retirement plans that are excludable from the Deceased Trustor's gross estate for Federal Estate Tax purposes under Section 2039 of the Internal Revenue Code or any successor statute or from proceeds of insurance policies on the Deceased Trustor's life owned by other individuals. However, to the extent that there are no other assets available for such purposes, or to the extent the trust includes insurance proceeds, the Trustee, in his discretion, may use insurance proceeds that are otherwise taxable in the Deceased Trustor's Estate for Federal Estate Tax purposes for such payments.

1.022 Distribution of Personal Property: Upon the death of the first Trustor, the Trustee hereof shall distribute all jewelry, clothing, household furniture and furnishings, personal automobiles, and all other tangible articles of a personal nature or any interest in such property together with any insurance on said property to the Surviving Trustor.

1.023 Division into Trust "A" and Trust "B": Upon the death of the first Trustor, hereinafter referred to in this paragraph only as the Deceased Trustor, the Trustee shall divide the remaining Trust Estate and all additions from insurance policies, pension and/or profit sharing plans, the estate of the deceased Trustor or from other sources, in the absence of instructions in the Deceased Trustor's Will to the contrary, into two (2) parts, which shall constitute separate Trusts and shall be held, administered and distributed as such. Said Trusts shall hereafter be called Trust "A" and Trust "B" respectively.

Trust "A" shall include the Surviving Trustor's share of the community property and the Surviving Trustor's separate property. In addition, Trust "A" shall include the minimum dollar amount necessary as a marital deduction to eliminate any Federal Estate Tax at the death of the Deceased Trustor, taking account of (1) available deductions and credits and (2) the net value of all other property included in the deceased Trustor's gross estate which passes or has passed to or for the

surviving Trustor under this instrument or otherwise, and which qualifies for the Federal Estate Tax Marital Deduction. For the purpose of establishing the sum allocated to Trust "A" the values finally fixed in the Federal Estate Tax return filed on behalf of the Deceased Trustor's estate shall be used. It is recognized that this sum may be affected by the action of the Trustee in exercising certain tax elections. The Trustee shall satisfy the allocation to Trust "A" in cash or in kind, or partly in each; assets allocated in kind shall be deemed to satisfy this amount on the basis of their values at the date or dates of distribution to Trust "A." The selection of assets in making distributions in satisfaction of this marital deduction bequest shall not be subject to question by any beneficiary, and no adjustment shall be made to compensate for disproportionate allocation of unrealized gain for Federal Estate Tax purposes because claimed for income tax purposes nor shall account be taken for any State death tax unless at least some such tax would be payable to the state regardless of the federal credit. Assets eligible for any foreign death tax credit shall be used only if other property of the deceased Trustor is insufficient to fund this marital deduction gift. All transfers pursuant to this paragraph for which the marital deduction would have been allowed but for disclaimer by the Surviving Trustor or non-election by the Trustee of this Trust shall be treated for purpose of determining the amount of this bequest as if the deduction had been allowed. It is the intent of the Deceased Trustor that assets qualifying for the Federal Estate Tax Marital Deduction shall be transferred to Trust "A" only to the extent that such transfer would effect a reduction in the Federal Estate Tax otherwise payable by the deceased Trustor's estate. It is the Trustor's intent that Trust "A" qualify for the marital deduction pursuant to Section 2056 of the Internal Revenue Code and the regulations pertaining to that section. Notwithstanding other provisions in this Trust to the contrary, in no event shall the Trustee take any action or have any power that will impair the marital deduction and all provisions regarding Trust "A" shall be interpreted to conform to this primary objective.

Trust "B" shall consist of the balance of the Trust Estate representing the balance of the deceased Trustor's interest in the Trustor's community property and the balance of the deceased Trustor's separate property.

These Trusts shall be held, administered and distributed as hereinafter provided.

1.024 Deferral of Division or Distribution of Trust Assets: Whenever the Trustee is directed to make a distribution of Trust assets or a division of trust assets into separate trusts or shares on the death of a Trustor, the Trustee may, in the Trustee's discretion, defer such distribution or division until six months after the Trustor's death.

When the Trustee defers distribution or division of the Trust assets, the deferred distribution or division shall be made as if it has taken place at the time prescribed in this instrument in the absence of this paragraph, and all rights given to the beneficiaries of such Trust assets under other provisions of this instrument shall be deemed to have accrued and vested as of such prescribed time.

1.025 Disclaimer Election by Surviving Trustor: If the Surviving Trustor elects not to take under the law any of his or her property interests or should the Surviving Trustor disclaim or renounce attempted distributions of assets from the deceased Trustor to the Surviving Trustor, either fractionally or in total, then in that event, all assets of the Deceased Trustor forfeited by the Surviving Trustor shall be placed into Trust "B" which shall be held, administered and distributed according to the terms of said Trust "B."

1.026 Pension and Retirement Plans: In the event this Trust is a beneficiary of any pension plan qualified under Section 401(a), any Individual Retirement Account qualified under Section 408 of the Internal Revenue Code, or any other retirement or deferred compensation plan authorized under the Internal Revenue Code (including without limitation, plans authorized under Section 401(k) of the Internal Revenue Code) (collectively referred to in this Trust as "Plan" or "Plans"), then the Trustee is hereby directed to allocate so much of each Plan to the separate trusts provided for herein and to make such elections under the Internal Revenue Code that the Trustee deems necessary or advisable as to ensure, to the maximum extent possible, that distributions from each such Plan (i) shall qualify for the Federal estate tax marital deduction and (ii) shall be taxable for income tax purposes to the Surviving Trustor as the surviving spouse would have been taxed had such Plan been distributed to the Surviving Trustor outright by the Plan trustee or custodian.

To the extent the Trustee does not allocate such Plans to Trust "A" the following shall apply:

A. To the extent that distributions from a Plan represent income of the Plan, the Trustee shall allocate such distributions to income and shall distribute such income to the Surviving Trustor no later than the last day of the calendar year in which the Trustee has received such income.

B. To the extent that distributions of principal from the plan or IRA are subject to income tax under the Internal Revenue Code, the Trustee shall not deduct any such tax from the income of: (i) the Plan or (ii) any of the separate trusts provided for herein.

C. In the event the Plan shall make distributions, the Trustee is directed to demand that the Plan trustee or custodian distribute to the Trustee the greater of (i) all income of the Plan or (ii) the minimum distribution from the Plan as otherwise required by the Internal Revenue Code or the regulations thereunder governing the Plan.

D. In any event, if the Plan shall make distributions, the Trustee is directed to demand that the Plan trustee or custodian deliver to the Trustee all income of the Plan each calendar year for such calendar year.

E. All income accrued but not distributed by the Plan or the Trustee to the Surviving Trustor on the date of the Surviving Trustor's death shall be paid to the Surviving Trustor's estate or to the Successor Trustee under any trust agreement executed and revocable by the Surviving Trustor prior to his or her death.

F. Notwithstanding anything to contrary in this Trust Agreement, the Surviving Trustor shall have the power to direct the Trustee to make unproductive assets of any Trust other than Trust "A" productive.

G. This Trust shall become irrevocable on the earlier of the date on which the Trustor Husband dies or the date on which the Trustor Wife dies.

1.03 Distribution of Income and Principal of Trust "A"

1.031 During Lifetime of Surviving Trustor:

A. Income: The Trustee shall pay to the Surviving Trustor the entire net income of Trust "A" for and during his or her lifetime no less frequently than annually.

B. Withdrawal of Principal: Anything herein to the contrary notwithstanding, the Surviving Trustor shall have the absolute power exercisable only by a written instrument other than a will delivered to the Trustee during the Surviving Trustor's lifetime to appoint any part of the principal and any undistributed net income. Such appointment may be in favor of the Surviving Trustor, Surviving Trustor's Estate, or any person or entity. Such appointment shall be effective at any time that the Surviving Trustor shall desire.

C. Invasion of Principal: If at any time the Surviving Trustor shall become incompetent or shall for any other reason be unable to act on his or her own behalf, the Trustee may in his absolute discretion pay to or apply for the benefit of the incapacitated Trustor such amounts of the principal from the Trust up to the whole thereof, as the Trustee may from time to time deem necessary or advisable for the Trustor's use and benefit.

Incapacity shall be proven by the opinion of two (2) licensed physicians who certify in writing that the Trustor has become physically or mentally incapacitated. These opinions shall control regardless of whether or not a court of competent jurisdiction has declared the Trustor to be incompetent, mentally ill, or in need of a conservator. The Successor Trustee may therefore expend for the benefit of the incapacitated Trustor the amount of net income and principal necessary in the Trustee's discretion for the Trustor's proper health, support, and maintenance, until the Trustor, in the opinion of two (2) licensed physicians is again able to manage his own affairs.

1.032 Upon Death of Surviving Trustor:

A. Payment of Debts, Funeral Expenses and Taxes: The Trustee may, in his absolute discretion, pay from the principal of the Trust Estate the Surviving Trustor's last illness and funeral expenses, income, gift, estate or inheritance taxes and all other debts incurred for the surviving Trustor's support including any estate or inheritance tax attributable to the Trust

by reason of the Surviving Trustor's death. Notwithstanding anything in this instrument to the contrary, the Trustee shall not pay any death taxes, including interest and penalties, last illness and funeral expenses, attorneys' fees, administration expenses, debts or other obligations of the Deceased Trustor or of his estate from funds received from qualified retirement plans that are excludable from the Deceased Trustor's gross estate for federal Estate Tax purposes under Section 2039 of the Internal Revenue Code or any successor statute or from proceeds of life insurance policies on the Deceased Trustor's life owned by other individuals. However, to the extent there are no other assets available for such purposes, or to the extent the Trust corpus includes insurance proceeds, the Trustee, in his discretion, may use insurance proceeds that are otherwise taxable in the Deceased Trustor's estate for Federal Estate Tax purposes for such payments.

B. In Absence of Appointment: Upon the death of the Surviving Trustor, any of Trust "A" not effectively appointed by the Surviving Trustor hereof in the manner above-mentioned shall be added to Trust "B" to follow the distribution of Trust "B" in all respects as hereafter provided.

1.04 Distribution of Income and Principal of Trust "B"

1.041 Income: The Trustee shall pay to the Surviving Trustor the entire net income of Trust "B" for and during the Surviving Trustor's lifetime no less frequently than annually.

1.042 Invasion of Principal: If the payments from these Trusts to which the Trustors or any other beneficiary may be entitled, together with other income of such beneficiary, of which the Trustee has actual knowledge, shall be insufficient in the discretion of the Trustee to provide for the health, support and maintenance of such beneficiary, the Trustee may pay to such beneficiary or apply for his or her benefit so much of the principal up to and including the whole of the respective Trust as the Trustee may deem advisable; provided, however, in the case of a Surviving Trustor, such payment shall be first made from Trust "A" and no such payment shall be made from Trust "B" until the principal of Trust "A" has been exhausted.

1.043 Independent Co-Trustees: All of the foregoing notwithstanding, no payment of principal shall be made to the Surviving Trustor while the Surviving Trustor is acting as sole Trustee of this Trust. At such time as an independent Co-Trustee other than any spouse living with the Surviving Trustor, related or

subordinate party to the Surviving Trustor or subservient to his or her wishes within the meaning of section 674 (c) of the Internal Revenue code or any successor to that section is appointed to serve with the Surviving Trustor, then that Co-Trustee shall have the sole discretion as to said distributions and the Surviving Trustor may be included as a beneficiary of the above-referenced discretionary distributions.

If at any time the Trustor shall become incompetent or shall for any other reason be unable to act on his own behalf, the Successor Trustee may in his absolute discretion pay to or apply for the benefit of said Trustor such amounts of the principal of the Trust Estate up to the whole of the Trust Estate as the Trustee may deem necessary or advisable for the Trustor's use and benefit.

Incapacity shall be proven by the opinion of two (2) licensed physicians who certify in writing that the Trustor has become physically or mentally incapacitated. These opinions shall control regardless of whether or not a court of competent jurisdiction has declared the Trustor to be incompetent, mentally ill, or in need of a conservator. The Successor Trustee may therefore expend for the benefit of the incapacitated Trustor the amount of net income and principal necessary in the Trustee's discretion for the Trustor's proper health, support, and maintenance, until the Trustor, in the opinion of two (2) licensed physicians is again able to manage his own affairs.

All Trustees shall exercise their discretion in such a manner as to Trust "B" so that Trust "B" will primarily be for the health, support, and maintenance of the Surviving Trustor.

1.044 Payment of Debts, Funeral Expenses, and Taxes: Upon the death of the Surviving Trustor, the Trustee may, in its absolute discretion, pay out of the principal of Trust "B" the Surviving Trustor's last illness and funeral expenses, attorney's fees, debts of said Trustor and estate and inheritance taxes arising by reason of the Surviving Trustor's death, but only to the extent that they are not paid under the provisions of Trust "A" or otherwise.

1.045 Distribution of Personal Property: Upon the death of the Surviving Trustor, the Trustee hereof shall distribute all of the personal property of the Trustors in accordance with a letter of direction which may be found among the



Trustors' papers at death. In the event no such letter of direction exists, and as to the property not disposed of by said letter of direction, all jewelry, clothing, household furniture and furnishings, personal automobiles, and all other tangible articles of a personal nature, or any interest in such property, not otherwise specifically disposed of by this Trust or in any other manner, together with any insurance on said property shall be distributed equally among mutual children of Trustors listed below, and any mutual children of Trustors born after execution of this Trust, upon the principle of representation, as they shall agree or as the Trustee hereof shall in the Trustee's discretion determine if issue of Trustors do not agree:

DANIEL CHRISTIAN AGUILAR

If any item of property specifically bequeathed above has been sold, gifted, destroyed, lost, stolen or otherwise disposed of prior to Trustor's death, said gift shall lapse. Should any beneficiary designated above be deceased at the time of the Trustor's death and leave no lawful issue, said beneficiaries' share of personal property shall be divided equally among and distributed to the surviving beneficiaries, upon principle of representation.

1.046 Distribution of Balance of Trust: Upon the death of the Surviving Trustor, the balance of the Trust Estate shall be equally distributed to or for the benefit of the mutual children of Trustors designated below, upon the principle of representation, including any mutual children of Trustors born after the execution of this Trust:

DANIEL CHRISTIAN AGUILAR

Any principal distributable to a beneficiary of the Trustors under the age of thirty-five (35) years shall be held in Trust as a separate Trust for said beneficiary by the Trustee of this Trust, with all the powers and discretions had with respect to this Trust generally:

A. The net income from each Trust held for the benefit of said beneficiary shall be distributed to said beneficiary; provided, however, in the sole discretion of the Trustee, income not necessary for the care, support and education

of said beneficiary before he or she attains the age of eighteen (18) years may be added to the principal of such Trust.

B. Upon a beneficiary of the Trustors attaining the age of twenty-five (25) years, he or she may withdraw twenty percent (20%) of the Trust then held for him or her. Upon a beneficiary of the Trustors attaining the age of thirty (30) years, he or she may withdraw fifty percent (50%) of the balance of the Trust then held for him or her. Upon a beneficiary of the Trustors attaining the age of thirty-five (35) years, he or she may withdraw the entire Trust balance then held for him or her. If a beneficiary of the Trustors has attained the age of thirty (30) years at the time of the creation of the Trust for him or her, he or she may withdraw fifty percent (50%) of the Trust then held for him or her. Any portion subject to withdrawal at any age shall thereafter be held by the Trustee in a separate fund from which withdrawals may be made at any time. All withdrawals by a beneficiary must be made by the execution of a written instrument delivered to the Trustee.

C. Anything herein to the contrary notwithstanding, if a Trust shall have a balance of less than Twenty Thousand Dollars (\$20,000.00) and a beneficiary of the Trustors has attained the age of twenty-five (25) years, he or she may withdraw the entire Trust then held for him or her.

D. The Trustors advise that they believe that where practical, a complete education is of more importance than having funds available at a later date, and therefore, the Trustee has been requested to exercise its discretion in a very liberal manner to disburse principal for the education, including a collegiate and professional education of a beneficiary of the Trustors, provided that in the Trustee's opinion said education is being reasonably pursued to the advantage of the beneficiary. The Trustee shall take into consideration all reasonable related living expenses in determining disbursements hereunder.

E. Additionally, if the payments from these Trusts to which any beneficiary may be entitled, together with other income of such beneficiary, of which the Trustee has actual knowledge, shall be insufficient in the discretion of the Trustee to provide for the reasonable health, support, and maintenance of such beneficiary, the Trustee may pay to such beneficiary or apply for his or her benefit so much of the principal, up to and including the whole of the respective Trust, as the Trustee may deem advisable.

F. Anything herein to the contrary notwithstanding, each beneficiary of the Trustors shall have a power to appoint his Trust to any person by Will.

G. Any of the Trust Estate not disposed of under the foregoing provisions shall be distributed as follows:

1. Husband's fifty percent (50%) share of the Trust Estate shall be distributed to the following beneficiaries, in the following percentages, upon the principle of representation:

DANIEL AGUILAR	50%
LILIA AGUILAR	50%
OR THE SURVIVOR THEREOF	100%

2. Wife's fifty percent (50%) share of the Trust Estate shall be distributed to the following beneficiaries, in the following percentages, upon the principle of representation:

LILLIAN VILLA	100%
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3. If the beneficiaries referred to in Paragraphs 1 and 2 above are deceased or in any other way fail to accept this transfer, then the Trust Estate shall be distributed one-half ( $\frac{1}{2}$ ) to the legal heirs of the Trustor Husband and one-half ( $\frac{1}{2}$ ) to the legal heirs of the Trustor Wife; their identity and respective shares to be determined by the laws of intestacy of the State of California then in effect as apply to the distribution of separate property, such determination to be made as if the death of the Husband and Wife had immediately preceded the event requiring such distribution.

#### 1.05 Rule Against Perpetuities

Unless terminated at an earlier date under the foregoing provisions, each of the separate trusts established hereunder shall cease on the date which is twenty-one (21) years after the death of the last survivor of the beneficiaries in being at the time of the death of the Trustor which makes this Trust become irrevocable, if that event shall occur. Upon such termination, the Trustee shall convey, transfer and pay over the principal and accumulated income of the respective separate trusts to the beneficiaries then entitled to the income therefrom, in the same proportions as they were, at the time of such termination,

entitled to receive such income. If at the time of such termination the rights to income are not fixed by the terms of this Trust, distribution under this clause shall be made by right of representation to the persons who are entitled to the Trust payments.

## ARTICLE II

### RIGHTS RESERVED BY TRUSTORS

#### 2.01 Right to Revoke

As to the community property of the Trustors, during the joint lifetimes of the Trustors, this Trust may be revoked in whole or in part by a written instrument executed by either Trustor and delivered to the Trustee and the non-revoking Trustor. As to the separate property of a Trustor, this Trust may be revoked in whole or in part by a written instrument executed by the Trustor who contributed that property to the Trust and delivered to the Trustee. Upon revocation, the Trustee shall promptly deliver to the Trustors all or the designated portion of the Trust Estate which constitutes the community property of the Trustors, which property shall continue to be the community property of the Trustors and which shall be held and administered as community property by the Trustors. Upon revocation with respect to separate property, the Trustee shall promptly deliver to the contributing Trustor all of the designated portion of said separate property. If this instrument is revoked with respect to all or a major portion of the assets subject to this Trust, the Trustee shall be entitled to retain sufficient assets to secure payment of liabilities lawfully incurred by the Trustee in the administration of the Trust, including Trustee's fees that have been earned, unless the Trustors shall indemnify the Trustee against loss or expense.

#### 2.02 Power to Alter and Amend

Trustors may, at any time in their joint lifetimes, amend or alter any of the terms of this Trust by an instrument in writing signed by both Trustors and delivered to the Trustee. Upon the death of the First Trustor survived by the Surviving Trustor, the Surviving Trustor may amend or alter any of the terms of Trust "A" by an instrument in writing signed by the Surviving Trustor and delivered to the Trustee. No amendment or alteration shall substantially increase the duties or liabilities of the Trustee or change the Trustee's compensation without the Trustee's consent, nor shall the Trustee be obligated to act under such an amendment unless the Trustee accepts it.

2.03 Powers Personal to Trustors

The powers of the Trustors to revoke, alter or amend this instrument are personal to Trustor Husband and Trustor Wife and shall not be exercisable on his or her behalf by any guardian, conservator or other person, except if that revocation, amendment or alteration is authorized, after notice to the Trustee, by the Court that appointed the guardian or conservator.

2.04 Retained Use of Residential Properties

2.041 The Trustors may possess and use, without rental or accounting to the Trustee, the residential real property of the Trust Estate, consisting of the residence of the Trustors whether or not on a full or part-time basis including resort properties; and the Trustors may, in writing, at any time, surrender such rights to the Trustee, and by similar notice, from time to time, resume such rights, provided that such property shall then be available for such use.

2.042 While the Trustors shall have the use of said properties, they shall generally manage, care for and protect same and be subject to all responsibilities as owners and occupants thereof, but the Trustee shall pay out of the principal or income as it may elect, or partly out of each, in such shares as it may determine, taxes, assessments, liens and insurance on the property and the expenses of repairs and replacements to the building thereon.

2.043 The Trustee shall have no other responsibility to the property while the Trustors shall use and be in possession thereof, but the Trustee may carry insurance for its own protection at the expense of this trust.

2.044 The Trustors agree to protect and indemnify the Trustee against all losses, liabilities and expenses which may result directly or indirectly from their use, possession or management of the property and the Trustee shall have, in addition to any other rights conferred by law, a lien upon the income and principal of the Trust Estate for payment thereof, with the right to take possession of and reimburse itself from the income and principal.

2.045 From and after the death of the First Trustor, the right to use and possession of residential properties, if they are then a part of the Trust Estate, shall inure to the

benefit of the surviving Trustor, who shall be entitled to such use and possession subject to the same terms, conditions and liabilities imposed upon and agreed to by the Trustors herein.

2.046 The Surviving Trustor may direct the Trustee to sell any such property and replace it with or rent or lease another property selected by the Surviving Trustor of comparable or lower value.

2.05 Upon Death of the First Trustor

Upon the death of the first Trustor, no right to alter, amend, revoke or terminate this Trust or trusts shall exist except as may be provided under the provisions of Trust "A."

2.06 Effective Date

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

**ARTICLE III**

**RIGHTS AND LIABILITIES**  
**OF**  
**TRUSTORS, TRUSTEE AND CONSERVATOR**

3.01 Determination of Successor Trustee

3.011 Resignation of Designated Trustee: Upon the death, resignation or inability of the first Trustor to serve as Co-Trustee, then the Surviving Trustor shall serve as sole Trustee hereunder. Upon the death, resignation or inability of the Surviving Trustor to serve as sole Trustee, then DANIEL AGUILAR AND LILIA AGUILAR shall serve as Successor Co-Trustees. Upon the death, resignation or inability of either DANIEL AGUILAR or LILIA AGUILAR to serve as Co-Trustee, then the SURVIVOR THEREOF shall serve as sole Successor Trustee hereof. Upon the death, resignation or inability of both DANIEL AGUILAR AND LILIA AGUILAR to serve as Trustee, then LILLIAN VILLA shall serve as Successor Trustee. Upon the death, resignation or inability of LILLIAN VILLA to serve as Trustee, then MIGUEL AGUILAR shall serve as Successor Trustee. Any Successor Trustee shall be relieved of any and all liability for any acts or omissions of the predecessor Trustee in respect to administration of this Trust. The Trustors direct that no individual while serving as Trustee hereof shall be required to provide any bond or other security to insure the faithful performance of his or her duty as Trustee hereof. Any Trustee hereof shall have the absolute power and authority to designate a Successor Trustee to either replace the acting Trustee or to serve as a Successor Trustee hereof prior to the above-referenced Successor Trustees assuming authority hereunder.

If at anytime none of the above mentioned individuals or institutions will not or cannot serve as Successor Trustee, then a Successor Trustee may be chosen by the beneficiaries of the Trust. If the beneficiaries cannot unanimously agree on a Successor Trustee, then majority of beneficiaries, if any, shall select the Successor Trustee. If the beneficiaries cannot agree, then a Court of competent jurisdiction shall appoint the Successor Trustee.

3.012 Conservator of the Person of the Wife: In the event of the incapacity of the Wife, the Wife directs that VICTOR D. AGUILAR shall serve as Conservator of the Person of the Wife. Upon the death, resignation or inability of VICTOR D. AGUILAR to serve as the Conservator of the Person of the Wife, then



the Wife directs that LILLIAN VILLA shall serve as Conservator of the Person of the Wife. Upon the death, resignation, or inability of LILLIAN VILLA to serve as Conservator of the Person of the Wife, then the Wife directs that LILLIANA SERRANO shall serve as Successor Conservator of the Person of the Wife. Upon the death, resignation, or inability of LILLIANA SERRANO to serve as Conservator of the Person of the Wife, then a court of competent jurisdiction shall determine who shall become Successor Conservator of the Person of the Wife.

3.013 Conservator of the Person of the Husband:

In the event of the incapacity of the Husband, the Husband directs that TANYA AGUILAR shall serve as Successor Conservator of the Husband. Upon the death, resignation, or inability of TANYA AGUILAR to serve as Conservator of the Person of the Husband, then the Husband directs that LILIA AGUILAR shall serve as Successor Conservator of the Person of the Husband. Upon the death, resignation, or inability of LILIA AGUILAR to serve as Conservator of the Person of the Husband, then the Husband directs that DANIEL AGUILAR shall serve as Successor Conservator of the Person of the Husband. Upon the death, resignation, or inability of DANIEL AGUILAR to serve as Conservator of the Person of the Husband, then the Husband directs that RICARDO AGUILAR shall serve as Successor Conservator of the Person of the Husband. Upon the death, resignation, or inability of RICARDO AGUILAR to serve as Conservator of the Person of the Husband, then a court of competent jurisdiction shall determine who shall become Successor Conservator of the Person of the Husband.

3.014 During Joint Lifetimes of Trustors: During the joint lifetimes of Husband and Wife, they shall have the power to change the Trustee to any individual, including themselves, or any institution. Said Successor Trustee shall be relieved of any and all liability for any acts or omissions of the predecessor Trustee in respect to administration of this Trust.

3.015 Upon Death of First Trustor: After the death of the First Trustor and during the lifetime of the Surviving Trustor, the Surviving Trustor shall have the right to change the Trustee of the Trust to any institution authorized to do a Trust business. The successor institutional Trustee shall be relieved of any and all liability for any acts or omissions of the predecessor Trustee in respect to administration of this Trust.

3.016 Upon Death of Surviving Trustor: After the death of the Husband and Wife, then during the time until the

respective beneficiary of a Trust established hereunder reaches the age of eighteen (18) years, the person who is acting or who has acted (until the age of majority) as Guardian of the Person of said beneficiary shall have the power to change the Trustee of the respective beneficiary's Trust to any institutional Trustee authorized to do a trust business in the United States with a capital and surplus combined of not less than Twenty-Five Million Dollars (\$25,000,000.00) and the successor institutional Trustee shall be relieved of any and all liability for any acts or omissions of the predecessor Trustee in respect to administration of this Trust.

3.017 Selection by Beneficiary: After the death of the Husband and Wife, at such time as the respective beneficiary of a Trust established hereunder reaches the age of eighteen (18) years, then such beneficiary shall have the right to change the Trustee of his or her respective trust to any institutional Trustee authorized to do a trust business in the United States with a capital and surplus combined of not less than Twenty-Five Million Dollars (\$25,000,000.00) and the successor institutional Trustee shall be relieved of any and all liability for any acts or omissions of the predecessor Trustee in respect to administration of this Trust.

3.02 Resignation of Trustee

Any Trustee may resign at any time upon giving written notice thirty (30) days before such resignation becomes effective to the Trustors, or the survivor of them or upon the death of both Trustors, to all adult beneficiaries and to the guardians, conservators or other fiduciaries of the persons or property of any minor or incompetent beneficiary who may then be entitled or authorized to receive payments of income hereunder. The resigning Trustee shall transfer and deliver to the Successor Trustee the then entire Trust Estate and shall thereupon be discharged as Trustee of this Trust and shall have no further powers, discretions, rights, obligations or duties with regard to the Trust Estate.

Upon its resignation to the extent that a successor is not appointed pursuant to the terms of this Declaration of Trust, a successor trustee shall be appointed by a Court of competent jurisdiction upon petition of either the resigning Trustee or any person interested in the Trust.

3.03 Trustee's Fees

No compensation shall be paid for the services of either Trustor while acting as Trustee hereof. All other Trustees shall be entitled to fair, reasonable and customary compensation from the Trust Estate for services rendered as Trustee.

3.04 Veto Power

A. Upon the death of the first Trustor, as to all Trusts established hereunder, before the Trustee may sell or otherwise dispose of assets or invest funds, the Trustee shall state by notice in writing delivered to the Surviving Trustor or mailed to his or her address last on file with the Trustee the action proposed. If the Surviving Trustor shall file with the Trustee, written disapproval, the Trustee shall not take such action. If the Trustee shall not receive written disapproval within ten (10) days after such delivery or mailing, the Trustee shall be free to act regarding the proposed matter in such manner as the Trustee shall deem advisable. The Surviving Trustor from time to time by written notice to the Trustee may surrender the above-mentioned right which shall remain effective until by similar notice it is resumed.

Anything herein to the contrary notwithstanding, the Trustee on receipt of fractional shares of stock, distributions of stock other than the original holding and rights to subscribe to bonds, preferred stock or additional common stock, shall sell or retain such stock and sell or exercise such rights as in its discretion appears to be for the best interests of the Trust and its beneficiaries, without first obtaining the approval of the Surviving Trustor.

B. After the death of the Husband and Wife, and when an issue of the Trustors reaches the age of eighteen (18) years, then as to said issue's Trust established hereunder, he or she shall possess all of the rights pursuant to paragraph A above.

## ARTICLE IV

### POWERS OF THE TRUSTEE

To carry out the purposes of any trust created under this instrument and subject to any additions or limitations stated elsewhere in this Trust Agreement, the Trustee is vested with the following powers with respect to the Trust Estate and any part of it, in addition to those powers now or hereafter conferred by law. The enumeration of certain powers of the Trustee shall not limit its general powers, and the Trustee, subject to the discharge of its fiduciary obligations, is vested with all the rights, powers and privileges which an absolute owner of the same property would have.

#### 4.01 Power to Retain Property

To continue to hold any property, although not of a type or quality nor constituting a diversification considered proper for trust investment, including shares of the Trustee's own stock, that the Trustee received under this Trust.

#### 4.02 Power to Operate Business

To continue to participate in any business or other enterprise at the risk of the Trust Estate and to effect incorporation, dissolution or other changes in the form of organization of the business or enterprise.

#### 4.03 Power of Sale, Exchange and Repair

To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, subdivide, improve and repair trust property; and to create restrictions, easements and other servitudes, with or without consideration.

#### 4.04 Power to Lease

To lease trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil and other minerals; to enter into community oil leases, pooling and unitization agreements.

4.05 Power to Borrow

Notwithstanding anything to the contrary herein contained, the Trustees shall also have the power to:

(a) To borrow, guaranty and/or grant security interests in any trust property for the joint or several benefit of either or both Trustors and/or any third party;

(b) To guaranty and/or grant security interests in trust property to secure the joint or several obligations, liability and/or indebtedness of either or both Trustors and/or any third party;

(c) To subordinate to any other debt any indebtedness due this Trust from either or both Trustors and/or any third party;

(d) To encumber the Trust Estate or any item of property by mortgage, to execute a deed or deeds of trust, to pledge or otherwise use such procedure to consummate the transaction as the Trustee may deem advisable; and

(e) To borrow money and pledge any Trust assets as security or collateral to secure the repayment of any loans made to the Trustors as individuals.

The Trustees' powers to borrow, guaranty, subordinate, and pledge trust assets shall be without limitation as to amount or terms, which shall be within the sole discretion of the Trustees.

It is hereby deemed that any and all such actions are for a valid Trust purpose and benefit the Trust and the beneficiaries.

4.06 Power to Insure

To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the Trust Estate and the Trustee against any hazard.

4.07 Power to Commence and Defend Litigation

To commence or defend such litigation with respect to the trust or any property of the Trust Estate as the Trustee may deem advisable, at the expense of the Trust.

4.08 Power to Compromise Claims

To compromise, arbitrate or otherwise adjust any claims or litigation against or in favor of the trust.

4.09 Power to Invest

To invest and reinvest the principal and income, if the Trustee is directed to accumulate it, in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, the buying, selling and trading in securities of any nature, to buy, write and trade in options, and commodities of every nature and contracts for the future delivery of commodities of every nature on margin or otherwise and, in connection therewith, to borrow money and to pledge any and all stocks, bonds, securities, commodities, and contracts for the future delivery thereof, to make short sales, to maintain and operate security margin accounts with one or more brokers, investing in stocks, preferred or common, shares of investment trusts, investment companies and mutual funds, and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account, and any common trust fund administered by the Trustee.

4.10 Power to Manage Securities

With respect to securities held in the trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights; provided, however, that the corporate Trustee may vote its own shares in the election of directors only in the manner determined and directed by Trustors, during their lifetimes, or after their deaths, by the beneficiary of a majority of the beneficiaries of the trusts hereunder containing such shares.

4.11 Power to Hold Property in Nominee

To hold property in its own name or in the name of its nominee, with or without disclosure of fiduciary relationship, the Trustee being responsible for the acts of any such nominee affecting such property.

4.12 Power to Advance Funds

To advance funds to this Trust for any Trust purpose, such advances with interest at current rates to be a first lien on and to be repaid out of principal or income; to reimburse itself from principal or income for any loss or expense incurred by reason of its ownership or holding of any property in this Trust.

4.13 Power to Budget

To budget the estimated annual income and expenses of the Trust in such manner as to equalize, as far as practical, periodic income payments to the beneficiaries.

4.14 Power to Determine Principal and Income

Except as otherwise specifically provided in this trust instrument, the determination of all matters with respect to what is principal and income 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 Principal and Income Law from time to time existing. Any such matter not provided for either in this Trust Agreement or in the Principal and Income Law, shall be determined by the Trustee in its discretion.

4.15 Power of Division and Distribution

In any case in which the Trustee is required, pursuant to the provisions of this Trust, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's absolute discretion, to make the division and distribution in undivided interests or in kind or partly in money and partly in kind, at valuations determined by the Trustee as he deems necessary to make 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, but rather, the Trustee may, in

the Trustee's discretion, make a non-pro rata division between trusts or shares and non-pro rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries have equivalent or proportionate fair market value.

4.16 Power to Enter Transactions with Estates of Trustors

If the Trustee deems it necessary or advisable for the protection of the estates of the Trustors, or in the best interest of such estates or this trust and the beneficiaries thereof, the Trustee, in its sole and absolute discretion, may with trust funds purchase any securities or other property at a fair value from the legal representatives of such Estates and retain such property as part of the Trust Estate, and make secured or unsecured loans for trust funds, at the then current rate of interest to such legal representatives, without any liability for loss resulting to the Trust Estate by reason of any such purchase or loan.

4.17 Power to Enter Transactions Between Trusts

The Trustee may loan or advance money, at the current rate of interest, from any trust hereunder to any other trust hereunder and may sell and purchase assets between the trusts hereunder, in the Trustee's discretion, subject to the requirement that such transactions be for fair and adequate consideration. The Trustee may make loans or borrow from, to purchase property or assets of any kind from, or sell to, or in any other manner, deal with the personal representative of either Trustor, or between Trust "A" and Trust "B" hereof, upon such terms and conditions or in such manner as the Trustee shall deem reasonable in its sole discretion and in the interest of all the Trusts and the beneficiaries thereof. Anything herein to the contrary notwithstanding, the Trustee may sell the undivided one-half ( $\frac{1}{2}$ ) interest of Trust "B" in any real property occupied by the Trustors as a residence at the time of the death of the first Trustor to Trust "A" and may make any other sales or exchanges between Trust "A" and Trust "B" as the Trustee shall deem desirable to avoid the holding of fractional interests, all such sales or exchanges between the Trusts to have the approval of the Surviving Trustor.

4.18 Power to Lend

To lend money to any person, including Trust "A" or Trust "B"; to lend the separate assets of either Trustor to the other, and to lend monies to any Trust beneficiary, interested



party or third party in need provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

4.19 Power to Withhold Payment if Conflicting Claims Arise

To withhold from distribution, in the Trustee's discretion, at the time for distribution, any property in this Trust without the payment of interest, as long as the Trustee shall determine in the Trustee's discretion that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the Trust Estate.

4.20 Power of Trustee to Employ Investment Counsel

To retain professional investment counsel regarding trust investments in property held by these trusts. If such counsel is retained, the Trustee shall abide by the decision of the counsel but shall not be held liable or otherwise surcharged for losses directly attributable to investments made on the advice of independent counsel. During the period independent counsel is retained by the Trustee, the Trustee shall not be required to conduct reviews of trust investments, and he shall not be required to take action with respect to trust investments unless he receives written instruction from the investment counsel.

4.21 Power to Employ Agents

To employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist the Trustee in the administration of this Trust and to rely on the advice given by these agents. Reasonable compensation of all services performed by these agents shall be paid from the Trust Estate out of either income or principal as the Trustee in the Trustee's discretion shall determine, and shall not decrease the compensation to which the Trustee is entitled.

4.22 Power to Release Powers

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

of any such restriction. Any released power shall pass to and be exercised by the Successor Trustee.

4.23 Power to Invest in Life Insurance

The Trustee shall have the power to apply for, own, receive as a part of the trust assets, hold and/or pay premiums upon life insurance in any form and upon the life of any person or persons, as the Trustee may deem advisable. The Trustee is authorized to exercise all rights under such policies and no company issuing the same shall be required to determine the extent of the authority of the Trustee.

4.24 Power to Determine Taxes

The Trustee shall have the power in the Trustee's absolute discretion to take any action and to make any elections to minimize the tax liabilities of this Trust and its beneficiaries, and to allocate the benefits among the various beneficiaries, and to make adjustment in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequence of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

4.25 Power to Make Distributions to Guardians

To make payments to any beneficiary under disability by making them to the Guardian of the Person of the beneficiary or to the parent of the beneficiary, if a minor, or may apply them for the beneficiary's benefit. Sums necessary for support and education may be paid directly to minor beneficiaries, who, in the judgment of the Trustee, have attained sufficient age and discretion to render it probable that the money will be properly expended.

4.26 Power to Appoint a Third Party to Act on Behalf of the Trustee

Any Trustee hereof is empowered to assign to a third party or parties the Trustee's power of attorney to act to bind the Trust on the Trustee's behalf as Trustee of this instrument.

## ARTICLE V

### LIFE INSURANCE

#### 5.01 Trustee's Duties

With respect to life insurance policies not owned by the Trustee, the Trustee shall be under no duty to pay premiums, assessments or any other charge upon any of said policies, to keep itself informed with respect to the payment thereof or to take any other action to keep such policies in force. If any such policy is delivered to the Trustee, the Trustee shall hold such policies subject to the written order of the Trustors, or either of them, without obligation during the lifetime of the insured Trustor other than the safe keeping of such policies.

#### 5.02 Rights Reserved by Trustors

Until the death of the insured, the Trustors jointly or separately, in accordance with their respective rights apart from this Trust Agreement shall have all the rights of ownership in the life insurance policies made payable to the Trustee, including, but not limited to, the right to sell, assign or hypothecate any of said policies; to change the beneficiary under and to exercise any option or privilege granted by any of said policies, to borrow any sum in accordance with the provisions of any such policies, and to receive all payments, dividends, surrender values, benefits or privileges of any kind which may accrue on account of such policies during the lifetime of the insured Trustor, without the consent or approval of the Trustee.

#### 5.03 Policies Owned by Trustee

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

#### 5.04 Collection of Proceeds

Upon receipt by the Trustee of actual notice of the death of the insured Trustor, the Trustee shall collect all sums payable to the Trustee as beneficiary with respect to life insurance policies. The Trustee shall be under no duty to seek

reimbursement from any source for any deduction from or charge against the proceeds of any such policy on account of any indebtedness secured by such policy. The Trustee shall have the power to execute and deliver receipts and other instruments, to compromise, arbitrate or otherwise adjust any claims arising out of any such policies, and to take such action as may in its discretion be necessary and proper for collection of any such insurance proceeds. The expenses of collection shall be payable out of the Trust Estate. However, the Trustee shall not be obliged to take any action for collection unless and until it shall have been indemnified to its satisfaction against any loss, liability or expense, including reasonable attorney's fees.

5.05     Receipt of Trustee

The receipt of the Trustee to the insurer shall be a full discharge and the insurer is not required to see to the application of the proceeds.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

#### 6.01 Spendthrift Provision

No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned or encumbered, or be subject to any creditor's claim or to legal process, prior to its actual receipt by the beneficiary.

#### 6.02 No Division of Trust Property Required

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

#### 6.03 Good Faith Distributions

Until the Trustee shall receive from some person interested in this Trust written notice of any death, birth, marriage or other event upon which the right to payments from this Trust may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interest may have been affected by such event.

#### 6.04 Income Accrued or Undistributed

Income accrued or unpaid on Trust property when received into the Trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any interest or estate under this Trust shall go to the beneficiaries entitled to the next eventual interest in the proportions in which they take such interest. Periodic payments out of principal, not due upon the termination of any interest or estate, shall not be apportioned to that date. The Trustee shall not be required to prorate taxes and other current expenses to the date of termination.

#### 6.05 Definition of "Issue" and "Children"

As used herein, the term "issue" shall refer to lineal descendants of all degrees, and the terms "child," "children," and

"issue" shall include adopted persons or other children hereafter born to or adopted by the Trustors or the Trustor's issue.

6.06 Trust Contests

In the event any beneficiary under this Trust shall, singly or in conjunction with any other person, contest in any court the validity of this Trust or of a deceased Trustor's Last Will and Testament or shall seek to obtain an adjudication in any proceeding in any court that this Trust or any of its provisions or that such Last Will and Testament of a Trustor or any of its provisions is void, or to seek otherwise to void, nullify or set aside this Trust or any of its provisions, then in that event the rights of the person to take any beneficial interest given to him or her by this Trust shall be revoked and said beneficial interest is to be distributed as it would have been distributed had the contesting person or persons predeceased the execution of this Declaration of Trust.

6.07 Revised Uniform Principal and Income Act to Govern

Except as otherwise specifically provided in this Trust, the determination of all matters with respect to what is principal and income 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. Any such matter not specifically provided for either in this instrument or in the California Revised Uniform Principal and Income Act shall be determined by the Trustee in the Trustee's discretion.

6.08 Additions to Trust

Other property acceptable to the Trustee may be added to this Trust or any Trusts created by this instrument by any person, by the Last Will and Testament or Codicil of either Trustor, by the proceeds of life insurance, retirement plans or otherwise.

6.09 Abandonment of Property

The Trustee is authorized to abandon any property or interest in property belonging to the Trust when, in the Trustee's discretion, such abandonment is in the best interest of the Trust and its beneficiaries.

6.10 Severability

If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

6.11 Presumption of Competency

All rights granted to any person by any provisions of the Trust may be exercised by such person at any time during his or her lifetime and competency, unless otherwise specifically provided herein; and for all purposes of this trust, it shall be conclusively presumed that each such person is competent unless he or she shall have been declared incompetent by a Court having jurisdiction to determine such competency, and until a duly certified or authenticated copy of determination of such incompetency issued by such Court shall have been served upon and delivered to the Trustee, unless specifically provided for to the contrary by the terms of this trust declaration.

6.12 Number and Gender; Headings

As used in this instrument, the masculine, feminine or neuter gender and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. The headings in this instrument are inserted for convenience of reference and are not to be considered in construction hereof.

6.13 Receipts From Retirement Plans

The Trustee is required to account separately for all proceeds received from pension and profit-sharing or other plans, qualified pursuant to Section 401 of the Internal Revenue Code of 1986, as amended, and related Sections, so that no debts, liabilities or obligations are paid therefrom, nor any other payments or disbursements are made of any nature, which would benefit either directly or indirectly the estate of the Trustor who was a participant in said plan.

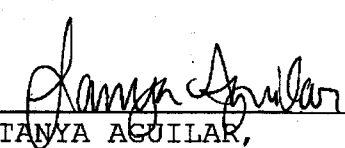
6.14 Governing Law

This Trust has been accepted by the Trustee in the State of California and, unless otherwise provided in this instrument, its validity, construction and all rights under it shall be governed by the laws of that State. This section shall apply regardless of any change of residence of the Trustee or any beneficiary or the appointment or substitution of a Trustee residing or doing business in another State. The appropriate Superior Court of the State of California shall have jurisdiction for all the purposes set forth in Sections 17200, et seq. of the California Probate Code.




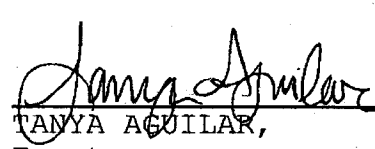
EXECUTED IN DUPLICATE at San Diego County, California, on  
November 7, 2006.

  
\_\_\_\_\_  
VICTOR D. AGUILAR,  
Co-Trustee

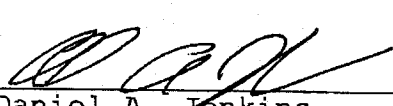
  
\_\_\_\_\_  
TANYA AGUILAR,  
Co-Trustee

We certify that we have read the foregoing Declaration of Trust, and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustee. We approve the Declaration of Trust in all particulars and request the Trustee to execute it.

  
\_\_\_\_\_  
VICTOR D. AGUILAR,  
Trustor

  
\_\_\_\_\_  
TANYA AGUILAR,  
Trustor

APPROVED:

  
\_\_\_\_\_  
Daniel A. Jenkins  
Attorney for Trustors

J. DOUGLASS JENNINGS, JR.  
A Professional Corporation  
La Jolla Gateway, Building II  
9171 Towne Centre Drive, Suite 350  
San Diego, CA 92122  
(858) 457-1224



Schedule A

Separate Property of Wife

None as of the date of this Trust.

Schedule B

Separate Property of Husband

Investment interest in Cathedral City, California

Schedule C

Community Property of the Trustors

REAL PROPERTY

1. 1378 Normandy Drive, Chula Vista, CA 91913
2. 3328 Main Street, Chula Vista, CA 91911
3. 3845 Coral Shores Court, San Ysidro, CA 92173-5913
4. 16213 Bubbling Wells Road, Desert Hot Springs, CA 92240
5. 130 S. Main Street, Blythe, CA 92225
6. POR LOT 72 MB RANCHO VISTA ESTATES 2

PERSONAL PROPERTY

1. Automobiles
  - a.
2. Household Furnishings
3. Clothing
4. Jewelry
5. Safe Deposit Box

BANK ACCOUNTS

- 1.

RETIREMENT ACCOUNTS

- 1.

BROKERAGE ACCOUNTS, STOCKS, BONDS, ETC.

- 1.

LIFE INSURANCE

- 1.

OTHER ASSETS

- 1.