

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 1/11/16

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

135A



FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:
JAN 11 2016

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 12. Last assessed to: Brandt and Marlys A. Davis, Trustees of the Davis Living Trust dated 12/20/1999 as to an undivided \$40,000.00/\$490,000.00 interest; George N. LeFebvre, Trustee of the George N. LeFebvre Family Trust dated March 27, 1989 as to an undivided \$25,000.00/\$490,000.00 interest; Mylan To, a single woman sole and separate property as to an undivided \$50,000.00/\$490,000.00 interest; Donald E. Lavoie and Penny L. Lavoie, Trustees of the Lavoie Family Trust as to an undivided \$50,000.00/\$490,000.00 interest; Tall Cotton Inc., a California Corporation (John C. Hall) as to an undivided \$30,000.00/\$490,000.00 interest; Rudolph Kimmich, Trustee of the Tracy Nei Charitable Remainder Trust as to an undivided \$10,000.00/\$490,000.00 interest; Rudolph Kimmich, Trustee of the Kelly Sorrell Charitable Remainder Trust as to an undivided \$10,000.00/\$490,000.00 interest; Carole Miller, Trustee of the Miller Family Trust as to an undivided \$30,000.00/\$490,000.00; Ursula E. Wenzke, Trustee of the Ursula E. Wenzke Trust as to an undivided \$25,000.00/\$490,000.00 interest; John Hinson and Victoria Hinson, Trustees of the Hinson Family Trust dated January 31, 2006 as to an undivided \$25,000.00/\$490,000.00 interest; Robin De Roo, an unmarried woman sole and separate as to an undivided \$25,000.00/\$490,000.00 interest; Paul and Jamie Stansel, Trustees, of the Stansel Family Trust as to an undivided \$50,000.00/\$490,000.00 interest; Carole Miller, Trustee of the Miller Family Trust as to an undivided \$30,000.00/\$490,000.00 interest; Barbara E. or Robert M. Kaitz, Trustees of the Robert M. Kaitz and Barbara E. Kaitz 2001 Family Trust dated March 8, 2001 as to an undivided \$25,000.00/\$490,000.00 interest; Theodore IV and Judy Bullockus, Trustees of the Bullockus Family Trust as to an undivided \$25,000.00/\$490,000.00 interest; Tim and Tanja Atkinson, husband and wife as joint tenants as to an undivided \$10,000.00/\$490,000.00 interest and First Regional Bank Custodian FBO: David J. Da Silva as to an undivided \$30,000.00/\$490,000.00 interest. District 1 [\$1,384]. Fund 65595 Excess Proceeds from Tax Sale.

Departmental Concurrence

Don Kent

Don Kent
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,384	\$ 0	\$ 1,384	\$ 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
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Jeffries 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: March 29, 2016
 xc: Treasurer

Kecia Harper-Ihem
 Clerk of the Board
 By: Kecia Harper-Ihem
 Deputy

Prev. Agn. Ref.: _____ District: 1 Agenda Number: _____

9-15

- 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. 197, Item 12. Last assessed to: Brandt and Marlys A. Davis, Trustees of the Davis Living Trust dated 12/20/1999 as to an undivided \$40,000.00/\$490,000.00 interest; George N. LeFebvre, Trustee of the George N. LeFebvre Family Trust dated March 27, 1989 as to an undivided \$25,000.00/\$490,000.00 interest; Mylan To, a single woman sole and separate property as to an undivided \$50,000.00/\$490,000.00 interest; Donald E. Lavoie and Penny L. Lavoie, Trustees of the Lavoie Family Trust as to an undivided \$50,000.00/\$490,000.00 interest; Tall Cotton Inc., a California Corporation (John C. Hall) as to an undivided \$30,000.00/\$490,000.00 interest; Rudolph Kimmich, Trustee of the Tracy Nei Charitable Remainder Trust as to an undivided \$10,000.00/\$490,000.00 interest; Rudolph Kimmich, Trustee of the Kelly Sorrell Charitable Remainder Trust as to an undivided \$10,000.00/\$490,000.00 interest; Carole Miller, Trustee of the Miller Family Trust as to an undivided \$30,000.00/\$490,000.00; Ursula E. Wenzke, Trustee of the Ursula E. Wenzke Trust as to an undivided \$25,000.00/\$490,000.00 interest; John Hinson and Victoria Hinson, Trustees of the Hinson Family Trust dated January 31, 2006 as to an undivided \$25,000.00/\$490,000.00 interest; Robin De Roo, an unmarried woman sole and separate as to an undivided \$25,000.00/\$490,000.00 interest; Paul and Jamie Stansel, Trustees, of the Stansel Family Trust as to an undivided \$50,000.00/\$490,000.00 interest; Carole Miller, Trustee of the Miller Family Trust as to an undivided \$30,000.00/\$490,000.00 interest; Barbara E. or Robert M. Kaitz, Trustees of the Robert M. Kaitz and Barbara E. Kaitz 2001 Family Trust dated March 8, 2001 as to an undivided \$25,000.00/\$490,000.00 interest; Theodore IV and Judy Bullockus, Trustees of the Bullockus Family Trust as to an undivided \$25,000.00/\$490,000.00 interest; Tim and Tanja Atkinson, husband and wife as joint tenants as to an undivided \$10,000.00/\$490,000.00 interest and First Regional Bank Custodian FBO: David J. Da Silva as to an undivided \$30,000.00/\$490,000.00 interest. District 1 [\$1,384]. Fund 65595 Excess Proceeds from Tax Sale.

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RECOMMENDED MOTION:

1. Approve the claim from Rudolph Kimmich, Trustee of the Kelly Sorrell Charitable Remainder Trust, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 271252051-5;
2. Approve the claim from Rudolph Kimmich, Trustee of the Tracy Nei Charitable Remainder Trust, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 271252051-5;
3. Approve the claim from Barbara E. Kaitz, Trustee of the Robert M. Kaitz and Barbara E. Kaitz 2001 Family Trust dated March 8, 2001, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 271252051-5;
4. Authorize and direct the Auditor-Controller to issue warrants to Rudolph Kimmich, Trustee of the Kelly Sorrell Charitable Remainder Trust in the amount of \$307.63, Rudolph Kimmich, Trustee of the Tracy Nei Charitable Remainder Trust in the amount of \$307.63 and Barbara E. Kaitz, Trustee of the Robert M. Kaitz and Barbara E. Kaitz 2001 Family Trust dated March 8, 2001 in the amount of \$769.05, 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.
5. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$13,688.93 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the August 20, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded October 2, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on October 30, 2013 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page three)

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BACKGROUND:

Summary (continued)

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any parties of interest.
- Used Accurant (people finder) to notify any new addresses that may be listed for our parties of interest.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley Times and the Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on October 2, 2013.

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

1. Claim from Rudolph Kimmich, Trustee of the Kelly Sorrell Charitable Remainder Trust based on a Trustees Deed Upon Sale recorded January 8, 2009 as Instrument No. 2009-0008278.
2. Claim from Rudolph Kimmich, Trustee of the Tracy Nei Charitable Remainder Trust based on a Trustees Deed Upon Sale recorded January 8, 2009 as Instrument No. 2009-0008278.
3. Claim from Barbara E. Kaitz, Trustee of the Robert M. Kaitz and Barbara E. Kaitz 2001 Family Trust dated March 8, 2001 based on a Trustees Deed Upon Sale recorded January 8, 2009 as Instrument No. 2009-0008278.

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Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Rudolph Kimmich, Trustee of the Kelly Sorrell Charitable Remainder Trust be awarded excess proceeds in the amount of \$307.63, Rudolph Kimmich, Trustee of the Tracy Nei Charitable Remainder Trust be awarded excess proceeds in the amount of \$307.63 and Barbara E. Kaitz, Trustee of the Robert M. Kaitz and Barbara E. Kaitz 2001 Family Trust dated March 8, 2001 be awarded excess proceeds in the amount of \$769.05. Since there are no other claimants the unclaimed excess proceeds in the amount of \$13,688.93 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being released to the last assesseees and transferred to the county general fund.

ATTACHMENTS (if needed, in this order):

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 197 Item 12 Assessment No.: 271252051-5

Assessee: RUDOLPH KIMMICH, Trustee of the Kelly Sorrell
Charitable Remainder Trust

Situs:

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

RECEIVED
2014 JAN 21 AM 7:47
RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 15,073.24 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. 2009-0008278; recorded on 1/8/2009. 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.

See Exhibit A attached hereto and incorporated herein by reference

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 31 day of December, 2013 at PACIFIC COUNTY, WA
County, State

Rudolph Kimmich
Signature of Claimant

Signature of Claimant

Rudolph Kimmich TRUSTEE
Print Name

Print Name

P.O. Box 588
Street Address

Street Address

OCEAN PARK, WA 98640
City, State, Zip

City, State, Zip

360 642 5130
Phone Number

Phone Number

DOC # 2009-0008278
01/08/2009 08:00A Fee:38.00
Page 1 of 6
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

GORDON KIMMICH
1907 Holiday Road
Newport Beach, CA 92660

Forward Tax Statement to the address given above

Loan #: Garcia Seven Hills 2 Refi
TS #: GARCIA Seven Hills 2
Order #: 930901-20



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			6			4			
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									514

TRUSTEE'S DEED UPON SALE

APN: 271-252-026 (NEW APN: 271-252-051-5)

Transfer Tax: \$0.00

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"THIS TRANSACTION IS EXEMPT FROM THE REQUIREMENTS OF THE REVENUE AND TAXATION CODE, SECTION 480.3".

The Grantee Herein WAS The Foreclosing Beneficiary.
The Amount of the Unpaid Debt was \$526,238.33
The Amount Paid By the Grantee was \$50,000.00
Said Property Is In The City of RIVERSIDE, County of RIVERSIDE.

PACIFIC WEST LOAN SERVICING, INC., dba TDI SERVICES, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

ATTACHED HERETO AS EXHIBIT 'A'

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of RIVERSIDE, State of California, described as follows:

ATTACHED HERETO AS EXHIBIT 'ONE'

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by MICHAEL E. GARCIA, as Trustor, dated February 3, 2006 of the Official Records in the office of the Recorder of RIVERSIDE COUNTY, California under the authority powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Default and Election to Sell under the Deed of Trust recorded on May 19, 2006, as Instrument Number: 2006-0368004, Book --, Page -- of Official records. Trustee having complied with all applicable statutory requirements of the State of California, and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

TRUSTEE'S DEED UPON SALE

Loan #: Garcia Seven Hills 2 Refi
TS #: GARCIA Seven Hills 2
Order #: 150-930901-20

All requirements per California Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notices of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on **October 7, 2008**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being **\$50,000.00**, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, PACIFIC WEST LOAN SERVICING, INC. dba TDI SERVICES, as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

Date: **OCTOBER 10, 2008**

PACIFIC WEST LOAN SERVICING, INC.
dba TDI SERVICES


David J. DaSilva, President

State of CALIFORNIA } ss.

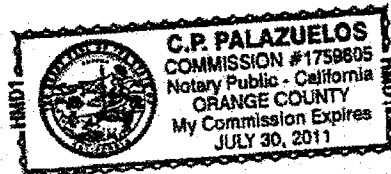
County of ORANGE } ss.

On 1/7/09 before me, C.P. PALAZUELOS, NOTARY PUBLIC, personally appear DAVID DA SILVA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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 C.P. Palazuelos (seal)



2009-000278
01/02/2009 09:06AM
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EXHIBIT "A"
LIST OF ASSIGNEES

BRANDT and MARLYS A. DAVIS, Trustees of the Davis Living Trust dated 12/20/1999 As to an undivided	\$40,000.00/\$490,000.00 interest
GEORGE N. LEFEBVRE, Trustee Of the George N. LeFebvre Family Trust Dated March 27, 1989 As to an undivided	\$25,000.00/\$490,000.00 interest
MYLAN TO, A Single Woman Sole and Separate As to an undivided	\$50,000.00/\$490,000.00 interest
DONALD E. LAVOIE and PENNY L. LAVOIE, Trustees Of the Lavoie Family Trust As to an undivided	\$50,000.00/\$490,000.00 interest
TALL COTTON INC., A California Corporation (John C. Hall) As to an undivided	\$30,000.00/\$490,000.00 interest
RUDOLPH KIMMICH, Trustee Of the Tracy Nei Charitable Remainder Trust As to an undivided	\$10,000.00/\$490,000.00 interest
RUDOLPH KIMMICH, Trustee Of the Kelly Sorrell Charitable Remainder Trust As to an undivided	\$10,000.00/\$490,000.00 interest
CAROLE MILLER, Trustee Of the Miller Family Trust As to an undivided	\$30,000.00/\$490,000.00 interest
URSULA E. WENZKE, Trustee Of the Ursula E. Wenzke Trust As to an undivided	\$25,000.00/\$490,000.00 interest
JOHN HINSON and VICTORIA HINSON, Trustees Of the Hinson Family Trust Dated January 31, 2006 As to an undivided	\$25,000.00/\$490,000.00 interest
ROBIN DE ROO An Unmarried Woman Sole and Separate As to an undivided	\$25,000.00/\$490,000.00 interest
PAUL and JAMIE STANSEL, Trustees, Of the Stansel Family Trust As to an undivided	\$50,000.00/\$490,000.00 interest



EXHIBIT "A" Continued (page 2)

LIST OF ASSIGNEES

CAROLE MILLER, Trustee
Of the Miller Family Trust
As to an undivided

\$30,000.00/\$490,000.00 interest

BARBARA E. or ROBERT M. KAITZ, Trustees of the
Robert M. Kaitz and Barbara E. Kaitz 2001 Family Trust
Dated March 8, 2001
As to an undivided

\$25,000.00/\$490,000.00 interest

THEODORE IV and JUDY BULLOCKUS, Trustees
Of the Bullockus Family Trust
As to an undivided

\$25,000.00/\$490,000.00 interest

TIM and TANJA ATKINSON
Husband and Wife as Joint Tenants
As to an undivided

\$10,000.00/\$490,000.00 interest

FIRST REGIONAL BANK
Custodian FBO: David J. Da Silva
As to Undivided

\$30,000.00 / \$490,000.00 interest



Legal Description:

Order No. 9930117

EXHIBIT "ONE"

PARCEL "B", AS SHOWN ON EXHIBIT "B", OF LOT LINE ADJUSTMENT NO. LLA- 4789, IN COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED APRIL 22, 2005, AS INSTRUMENT NO. 05-0318083, OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 110 FEET TO THE TRUE POINT BEGINNING;

THENCE CONTINUING EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 50 FEET;

THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 165 FEET;

THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 50 FEET.

THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 165 FEET TO THE TRUE POINT OF BEGINNING; (ALSO KNOWN AS LOT 286 OF ASSESSOR'S MAP NO. 57)

EXCEPTING THEREFROM THE NORTHERLY 67.50 FEET.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28;

THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 60 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 50 FEET;

THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 165 FEET.

THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28. A DISTANCE OF 50 FEET.

THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 165 FEET TO THE TRUE POINT OF BEGINNING. (ALSO KNOWN AS LOT 287 OF ASSESSOR'S MAP NO. 57)

EXCEPTING THEREFROM THE NORTHERLY 67.50 FEET.

2009-0608278
41788-2009-06-08-08
5 of 6



TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 495 FEET SOUTH AND 600 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE AFORMENTIONED NORTHWEST QUARTER OF SECTION 28, THENCE IN A SOUTHERLY DIRECTION FOLLOWING A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 28 A DISTANCE OF 165 FEET TO A STAKE;

THENCE IN A WESTERLY DIRECTION FOLLOWING A LINE PARALLEL WITH THE NORTH LINE OF SECTION 28 A DISTANCE OF 60 FEET TO A STAKE;

THENCE IN A NORTHERLY DIRECTION FOLLOWING A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 28 A DISTANCE OF 165 FEET TO A STAKE;

THENCE IN A EASTERLY DIRECTION FOLLOWING A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 60 FEET TO A STAKE, WHICH IS THE POINT OF BEGINNING.

(ALSO KNOWN AS LOT 288 OF ASSESSOR'S MAP NO. 57)

EXCEPTING THEREFROM THE NORTHERLY 67.60 FEET.

Assessor's Parcel No: 271-252-026 (New APN: 271-252-051-5)



KELLY SORRELL CHARITABLE REMAINDER UNITRUST

McDERMOTT, WILL & EMERY
1301 Dove Street, Suite 500
Newport Beach, California 92660-2444

KELLY SORRELL CHARITABLE REMAINDER UNITRUST

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KELLY SORRELL CHARITABLE REMAINDER UNITRUST

On this 7 day of JULY, 1996, I, GORDON KIMMICH, (hereinafter referred to as "the Donor"), desiring to establish a charitable remainder unitrust within the meaning of Section 4 of Rev. Proc. 90-30 and section 664(d)(2) of the Internal Revenue Code (hereinafter referred to as "the Code") hereby create the Kelly Sorrell Charitable Remainder Unitrust and designate my brother, Rudy Kimmich as the initial trustee.

1. Establishment of Trust. The Donor transfers to the trustee the property described in Schedule A, and the trustee accepts such property and agrees to hold, manage and distribute such property of the trust under the terms set forth in this trust instrument.

2. Payment of Annuity. In each taxable year of the trust, the trustee shall pay to Gordon Kimmich during his lifetime, and after his death to Kelly Sorrell (hereinafter referred to as the "recipients"), for such time as he or she survives, a unitrust amount (the "unitrust amount") equal to ten percent of the net fair market value of the assets of the trust valued as of the first day of each taxable year of the trust (the "valuation date"). The unitrust amount shall be paid in quarterly amounts from income and, to the extent that income is not sufficient, from principal. Any income of the trust for a taxable year in excess of the unitrust amount shall be added to principal. If for any year the net fair market value of the trust assets is incorrectly determined, then within a reasonable period after the value is finally determined for federal tax purposes, the trustee shall pay to the recipient (in the case of an undervaluation) or receive from the recipient (in the case of an overvaluation) an

amount equal to the difference between the unitrust amount properly payable and the unitrust amount actually paid.

3. Payment of Taxes. The lifetime unitrust interest of the second recipient will take effect upon the death of the first recipient to die only if the second recipient furnishes funds for payment of federal estate taxes or state death taxes, if any, for which the trustee may be liable upon the death of the first recipient to die.

4. Proration for Short Taxable Years. In determining the unitrust amount, the trustee shall prorate on a daily basis for a short taxable year and for the taxable year ending with the survivor recipient's death.

5. Disposition at Death of Recipient. Upon the death of the survivor recipient, the trustee shall distribute all of the then principal and income of the trust (other than any amount due either of the recipients or their estates under the provisions above) to the Kimmich Family Foundation. If the Kimmich Family Foundation is not an organization described in all of sections 170(c), 2055(a), and 2522(a) of the Code (hereinafter referred to as a "charitable organization") at the time when any principal or income of the trust is to be distributed to it, then the trustee shall distribute such principal or income to such one or more charitable organizations as the trustee shall select in its sole discretion. I, Gordon Kimmich, reserve the right from time to time during my lifetime or at my death to designate any one or more organizations, each of which must be a charitable organization, to receive any part or all of such trust property otherwise distributable as provided above in this paragraph. Each such designation made during my lifetime shall be by revocable written instrument delivered to the trustee specifically referring to this right to designate; and, if more than one such instrument is so delivered, the last

instrument so delivered shall control. Any such designation made at my death shall be by will specifically referring to the right to designate, and any such designation by will shall supersede all prior revocable written instruments delivered to the trustee in accordance with the preceding sentence. The trustee may rely on a will admitted to probate in any jurisdiction as my last will or may assume I had no will in the absence of actual knowledge of a will within three months after my death.

6. Additional Contributions. If any additional contributions are made to the trust after the initial contribution, the unitrust amount for the year in which the additional contribution is made shall be ten percent of the sum of (a) the net fair market value of the trust assets as of the first day of the taxable year (excluding the assets so added and any income from, or appreciation on, such assets) and (b) that proportion of the value of the assets so added that was excluded under (a) that the number of days in the period that begins with the date of contribution and ends with the earlier of the last day of the taxable year or the date of death of the survivor recipient bears to the number of days in the period that begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the date of death of the survivor recipient. In the case where there is no valuation date after the time of contribution, the assets so added shall be valued at the time of contribution.

7. Internal Revenue Code Requirements. The income of the trust for each taxable year shall be distributed at such time and in such manner as not to subject the trust to tax under section 4942 of the Code. Except for the payment of the unitrust amount to the recipients, the trustee shall not engage in any act of self-dealing, as defined in section 4941(d), and shall not make any taxable expenditures,

as defined in section 4945(d). The trustee shall not make any investments that jeopardize the charitable purpose of the trust, within the meaning of section 4944, or retain any excess business holdings, within the meaning of section 4943.

8. Taxable Year. The taxable year of the trust shall be the calendar year.

9. Facility of Payment. Whenever the trustee considers that an individual recipient entitled to payments under paragraph 2 is incapacitated in any way so as to be unable to manage his or her financial affairs, such payments may be made directly to such recipient or to such recipient's duly appointed conservator or may be expended for such recipient's benefit, as the trustee considers advisable.

10. Protection from Creditors. The interests of the individual recipients in principal or income shall not be subject to the claims of their creditors or others and may not be transferred or encumbered, except that an individual recipient may transfer any part or all of his or her interest to a charitable organization.

11. Trustee Powers. In the administration of the trust, the trustee, except as otherwise provided in this instrument, shall have the following powers and rights and all others granted by law:

(a) To manage, sell, contract to sell, grant or exercise options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term (although commencing in the future or extending beyond the term of the trust) and otherwise deal with all property, real or personal, in such manner, for such prices and on such terms and conditions as the trustee shall decide.

(b) To retain indefinitely any property received by the trustee and invest and reinvest the trust property in stocks, bonds, mortgages, notes, regulated investment companies, common or commingled trust funds or other property of any kind, real or personal, including interests in partnerships, joint ventures, land trusts or other title-holding trusts, investment trusts or other business organizations as a limited or general partner, shareholder, creditor or otherwise, and any investment made or retained by the trustee in good faith shall be proper despite any

resulting risk or lack of diversification or marketability and although not of a kind considered by law suitable for trust investments.

(c) To subdivide, resubdivide, raze, alter, dedicate, vacate, donate, partition, release, lease or renew, amend or extend leases for any term, contract to make leases, grant options to lease or to purchase the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals and grant easements or charges of any kind on or with respect to any property, real or personal, including any improvements thereon, or any right, title or interest therein, all for such prices and on such terms and conditions, although commencing in the future or extending beyond the term of the trust, as the trustee shall decide.

(d) To borrow from any source and mortgage or pledge any trust property.

(e) To settle or abandon claims or demands.

(f) To give proxies to vote stocks and voting securities and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations or other changes in the financial structure of any corporation.

(g) To hold property in the name of a nominee or in any other way without disclosing the trust relationship.

(h) To employ agents and counsel and delegate to them any powers of the trustee.

(i) To decide, in accordance with applicable rules of law, how and in what proportions any receipts or disbursements shall be credited, charged or apportioned as between principal and income.

(j) To divide or distribute trust property in undivided interests or wholly or partly in kind, provided, however that the adjusted basis of property distributed in kind to a charitable organization shall be fairly representative of the adjusted basis of all property then available for distribution.

(k) To pay all taxes and all reasonable expenses, including compensation to the trustee and the agents and counsel of the trustee, except that a charitable organization shall not be entitled to compensation for serving as trustee. The foregoing notwithstanding, no expenses or compensation shall be paid from the unitrust amount.

(l) To appoint or remove by written instrument any person

or qualified corporation, wherever located, as special trustee as to part or all of the trust property, including property as to which the trustee does not act, and such special trustee, except as specifically limited or provided by this or the appointing instrument, shall have all of the rights, titles, powers, duties, discretions and immunities of the trustee, without liability for any action taken or omitted to be taken under this or the appointing instrument.

(m) To receive additional property from any person by will or otherwise.

(n) To perform all other acts in the trustee's judgment appropriate for the proper management, investment and distribution of trust property.

12. Special Provisions. I consider bonds, notes or other securities the income from which is exempt from federal income taxation as proper investments of trust property, and, except to the extent otherwise provided in paragraphs 7 above, and 18 below, the trustee is expressly authorized to invest or retain indefinitely any part or all of the trust property in such investments, without regard to diversification and without liability for any loss which may result.

13. Third Party Relationships. The trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No one need see to the application of money paid or property delivered to the trustee. The trustee's certificate that the trustee is acting according to this instrument shall fully protect all persons dealing with the trustee.

14. Court Accountings. To the extent such requirements can be waived, the trustee shall not be required (a) to file any inventory of trust property or accounts or reports of the administration of the trust, or to register the trust, in any court, (b) to furnish any bond or other security for the proper performance of the trustee's duties or (c) to obtain authority from a court for the exercise of any power conferred

on the trustee by this instrument.

15. Titles and References. Where not otherwise specified, all references in this instrument to the Internal Revenue Code and to Sections thereof are to the Internal Revenue Code of 1986, as amended, and to sections thereof and shall include future amendments to such Code and sections and corresponding provisions of future federal tax laws, all as from time to time in effect.

16. Trustee Resignation and Succession. A trustee may resign at any time by written notice to me, if legally competent, otherwise to Kelly Sorrell, if legally competent. I, if legally competent, otherwise Kelly Sorrell, if legally competent, otherwise Rudy Kimmich, if legally competent, may appoint a successor to fill any vacancy in the office of trustee by written instrument delivered to the person (other than myself or Kelly Sorrell) appointed.

17. Trustee Succession and Appointment. Each successor trustee shall have the same rights, titles, powers, duties, discretions and immunities and otherwise be in the same position as if originally named trustee. No successor trustee shall be personally liable for any act or failure to act of a predecessor trustee. With the approval of the person or persons appointing a successor trustee, the latter may accept the account furnished and the property delivered by a predecessor trustee without liability for so doing, and such acceptance shall be a full and complete discharge to the predecessor trustee.

18. Investments. Nothing in this trust instrument shall be construed to restrict the trustee from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

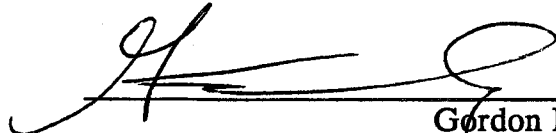
19. Governing Law. The operation of the trust shall be governed by the laws of the State of California. The trustee, however, is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the trust under section 664(d)(2) of the Code and the corresponding regulations.

20. Irrevocable. The trust is irrevocable. The trustee, however, shall have the power, acting alone, to amend the trust in any manner required for the sole purpose of ensuring that the trust qualifies and continues to qualify as a charitable remainder unitrust within the meaning of section 664(d)(2) of the Code.

21. Limited Power to Revoke and Terminate. I reserve the right by an appropriate provision in my will to revoke and terminate the interest of Kelly Sorrell created under paragraph 2 above. Despite any other provisions of this instrument, if I by my will so revoke and terminate Kelly Sorrell's said interest, then from and after my death Kelly Sorrell shall, for all purposes of this instrument, be deemed to have died on the day immediately preceding the date of my death. Except for the right to revoke and terminate the interest of Kelly Sorrell by my will and except to the extent otherwise provided in paragraph 5 above, I waive all right, power and authority to alter, amend, modify, revoke or terminate this agreement and the trust hereby evidenced.


In Witness Whereof, I have set my hand and seal this 7TH day

of JULY 7, 1996.



Gordon Kimmich

The undersigned accepts the foregoing trusts as of the day and year last above written.



Rudy Kimmich

The undersigned on behalf herself, her heirs, personal representatives and assigns, agrees to be bound by the provisions of paragraph 3 of the foregoing instrument.



Kelly Sorrell

NP\43294\010\35CHTRBR.001

JON CHRISTENSEN
ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE
INFORMATION TECHNOLOGY OFFICER

GIOVANE PIZANO
INVESTMENT MANAGER

KIEU NGO
FISCAL MANAGER

September 3, 2015

Rudolph Kimmich
P.O. Box 588
Ocean Park, WA 98640

Re: APN: 271252051-5
TC 197, Item 12
Date of Sale: August 20, 2013

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
*EP 197-12
Rudolph Kimmich
P.O. Box 588
OCEAN PARK, WA 98640*



2. Article Number (Transfer from service label)
7015 0640 0006 1626 2918

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Rudolph Kimmich Agent Address

B. Received by (Printed Name) *Rudolph Kimmich* C. Date of Delivery *9-8-15*

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

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale.

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.

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> ___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100 ___ Notarized Statement of different/misspelled ___ Notarized Statement Giving Authorization to claim on behalf of ___ Certified Death Certificate for ___ Copy of Birth Certificates for ___ Copy of Marriage Certificate for ___ Original Note/Payment Book | <ul style="list-style-type: none"> ___ 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...) X ___ Other – Copy of the Kelly Sorrell Charitable Remainder Trust, showing Rudolph Kimmich as Trustee |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Please respond with the above information no later than September 30, 2015.

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

Sincerely,

Sandy Finley
Tax Sale Operations Unit
(951) 955-3953
(951) 955-3990 Fax

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 197 Item 12 Assessment No.: 271252051-5

Assessee: RUDOLPH KIMMICH, Trustee of the Tracy Nei
Charitable Remainder Trust

Situs:

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

RECEIVED
2014 JAN 21 AM 7:51
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

10/20/13
2013/10/20

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 15,073.24 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. 2009-0008278; recorded on 1/8/2009. 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.

See Exhibit A attached hereto and incorporated herein by reference

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 31 day of December, 2013 at PACIFIC COUNTY, WA
County, State

Rudolph Kimmich
Signature of Claimant

Signature of Claimant

Rudolph Kimmich TRUSTEE
Print Name

Print Name

P.O. Box 588
Street Address

Street Address

Ocean Park, WA 98640
City, State, Zip

City, State, Zip

360 642 5130
Phone Number

Phone Number

DOC # 2009-0008278

01/08/2009 08:00A Fee:38.00

Page 1 of 6

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

GORDON KIMMICH
1907 Holiday Road
Newport Beach, CA 92660



Forward Tax Statement to the address given above

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			6			4			
M	A	L	465	426	PCOR	NCOR	SMP	NCHG	EXAM
									514

Loan #: Garcia Seven Hills 2 Refi
TS #: GARCIA Seven Hills 2
Order #: 930901-20

TRUSTEE'S DEED UPON SALE

APN: 271-252-026 (NEW APN: 271-252-051-5)

Transfer Tax: \$0.00



"THIS TRANSACTION IS EXEMPT FROM THE REQUIREMENTS OF THE REVENUE AND TAXATION CODE, SECTION 480.3".

The Grantee Herein WAS The Foreclosing Beneficiary.
The Amount of the Unpaid Debt was \$526,238.33
The Amount Paid By the Grantee was \$50,000.00
Said Property Is In The City of RIVERSIDE, County of RIVERSIDE.

PACIFIC WEST LOAN SERVICING, INC., dba TDI SERVICES, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

ATTACHED HERETO AS EXHIBIT 'A'

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of RIVERSIDE, State of California, described as follows:

ATTACHED HERETO AS EXHIBIT 'ONE'

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by MICHAEL E. GARCIA, as Trustor, dated February 3, 2006 of the Official Records in the office of the Recorder of RIVERSIDE COUNTY, California under the authority powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Default and Election to Sell under the Deed of Trust recorded on May 19, 2006, as Instrument Number: 2006-0368004, Book --, Page -- of Official records. Trustee having complied with all applicable statutory requirements of the State of California, and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

TRUSTEE'S DEED UPON SALE

Loan #: Garcia Seven Hills 2 Refi
TS #: GARCIA Seven Hills 2
Order #: 150-930901-20

All requirements per California Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notices of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on **October 7, 2008**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being **\$50,000.00**, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, PACIFIC WEST LOAN SERVICING, INC. dba TDI SERVICES, as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

Date: OCTOBER 10, 2008

PACIFIC WEST LOAN SERVICING, INC.
dba TDI SERVICES


David J. DaSilva, President

State of CALIFORNIA) ss.

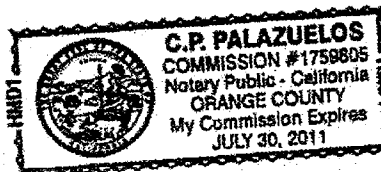
County of ORANGE) ss.

On 1/7/09 before me, C.P. PALAZUELOS, NOTARY PUBLIC, personally appear DAVID DA SILVA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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 C.P. Palazuelos (seal)



2009-0009278
01/02/2009 09:06am
2 of 8

EXHIBIT "A"

LIST OF ASSIGNEES

BRANDT and MARLYS A. DAVIS, Trustees of the Davis Living Trust dated 12/20/1999 As to an undivided	\$40,000.00/\$490,000.00 interest
GEORGE N. LEFEBVRE, Trustee Of the George N. Lefebvre Family Trust Dated March 27, 1989 As to an undivided	\$25,000.00/\$490,000.00 interest
MYLAN TO, A Single Woman Sole and Separate As to an undivided	\$50,000.00/\$490,000.00 interest
DONALD E. LAVOIE and PENNY L. LAVOIE, Trustees Of the Lavoie Family Trust As to an undivided	\$50,000.00/\$490,000.00 interest
TALL COTTON INC., A California Corporation (John C. Hall) As to an undivided	\$30,000.00/\$490,000.00 interest
RUDOLPH KIMMICH, Trustee Of the Tracy Nei Charitable Remainder Trust As to an undivided	\$10,000.00/\$490,000.00 interest
RUDOLPH KIMMICH, Trustee Of the Kelly Sorrell Charitable Remainder Trust As to an undivided	\$10,000.00/\$490,000.00 interest
CAROLE MILLER, Trustee Of the Miller Family Trust As to an undivided	\$30,000.00/\$490,000.00 interest
URSULA E. WENZKE, Trustee Of the Ursula E. Wenzke Trust As to an undivided	\$25,000.00/\$490,000.00 interest
JOHN HINSON and VICTORIA HINSON, Trustees Of the Hinson Family Trust Dated January 31, 2006 As to an undivided	\$25,000.00/\$490,000.00 interest
ROBIN DE ROO An Unmarried Woman Sole and Separate As to an undivided	\$25,000.00/\$490,000.00 interest
PAUL and JAMIE STANSEL, Trustees, Of the Stansel Family Trust As to an undivided	\$50,000.00/\$490,000.00 interest



EXHIBIT "A" Continued (page 2)

LIST OF ASSIGNEES

CAROLE MILLER, Trustee
Of the Miller Family Trust
As to an undivided

\$30,000.00/\$490,000.00 interest

BARBARA E. or ROBERT M. KAITZ, Trustees of the
Robert M. Kaitz and Barbara E. Kaitz 2001 Family Trust
Dated March 8, 2001
As to an undivided

\$25,000.00/\$490,000.00 interest

THEODORE IV and JUDY BULLOCKUS, Trustees
Of the Bullockus Family Trust
As to an undivided

\$25,000.00/\$490,000.00 interest

TIM and TANJA ATKINSON
Husband and Wife as Joint Tenants
As to an undivided

\$10,000.00/\$490,000.00 interest

FIRST REGIONAL BANK
Custodian FBO: David J. Da Silva
As to Undivided

\$30,000.00 / \$490,000.00 interest



2889-8608278
01/09/2009 09:09:09
4 of 6

Legal Description:

Order No. 9930117

EXHIBIT "ONE"

PARCEL "B", AS SHOWN ON EXHIBIT "B", OF LOT LINE ADJUSTMENT NO. LLA- 4789, IN COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED APRIL 22, 2005, AS INSTRUMENT NO. 05-0318083, OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 110 FEET TO THE TRUE POINT BEGINNING;

THENCE CONTINUING EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 50 FEET;

THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 165 FEET;

THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 50 FEET.

THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 165 FEET TO THE TRUE POINT OF BEGINNING; (ALSO KNOWN AS LOT 286 OF ASSESSOR'S MAP NO. 57)

EXCEPTING THEREFROM THE NORTHERLY 67.50 FEET.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28;

THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 60 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 50 FEET;

THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 165 FEET.

THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28. A DISTANCE OF 50 FEET.

THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 165 FEET TO THE TRUE POINT OF BEGINNING, (ALSO KNOWN AS LOT 287 OF ASSESSOR'S MAP NO. 57)

EXCEPTING THEREFROM THE NORTHERLY 67.50 FEET.

2009-0008278
01-08-2009 08:18:18
5 of 6



TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 495 FEET SOUTH AND 600 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE AFORMENTIONED NORTHWEST QUARTER OF SECTION 28, THENCE IN A SOUTHERLY DIRECTION FOLLOWING A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 28 A DISTANCE OF 165 FEET TO A STAKE;

THENCE IN A WESTERLY DIRECTION FOLLOWING A LINE PARALLEL WITH THE NORTH LINE OF SECTION 28 A DISTANCE OF 60 FEET TO A STAKE;

THENCE IN A NORTHERLY DIRECTION FOLLOWING A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 28 A DISTANCE OF 165 FEET TO A STAKE;

THENCE IN A EASTERLY DIRECTION FOLLOWING A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 60 FEET TO A STAKE, WHICH IS THE POINT OF BEGINNING.

(ALSO KNOWN AS LOT 288 OF ASSESSOR'S MAP NO. 57)

EXCEPTING THEREFROM THE NORTHERLY 67.50 FEET.

Assessor's Parcel No: 271-252-026 (New APN: 271-252-051-5)



DECLARATION

I, Gordon Kimmich, declare that the name of my daughter, Tracy Nei, which is contained in the Charitable Remainder Unitrust should read "Tracy" and not "Tracey". I declare under the penalty of perjury under the laws of the State of California and under the laws of the United States that the foregoing is true and correct.

Dated: 8/23/96


Gordon Kimmich

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On AUGUST 23RD, 1996, before me, STEVEN M. HUNDLEY, a Notary Public in and for said State, personally appeared Gordon Kimmich, 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 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

TRACY

TRACEY NEI CHARITABLE REMAINDER UNITRUST

McDERMOTT, WILL & EMERY
1301 Dove Street, Suite 500
Newport Beach, California 92660-2444

TRACEY NEI CHARITABLE REMAINDER UNITRUST

On this 7 day of JULY, 1996, I, GORDON KIMMICH, (hereinafter referred to as "the Donor"), desiring to establish a charitable remainder unitrust within the meaning of Section 4 of Rev. Proc. 90-30 and section 664(d)(2) of the Internal Revenue Code (hereinafter referred to as "the Code") hereby create the Tracey Nei Charitable Remainder Unitrust and designate my brother, Rudy Kimmich as the initial trustee.

1. Establishment of Trust. The Donor transfers to the trustee the property described in Schedule A, and the trustee accepts such property and agrees to hold, manage and distribute such property of the trust under the terms set forth in this trust instrument.
2. Payment of Annuity. In each taxable year of the trust, the trustee shall pay to Gordon Kimmich during his lifetime, and after his death to Tracey Nei (hereinafter referred to as the "recipients"), for such time as he or she survives, a unitrust amount (the "unitrust amount") equal to ten percent of the net fair market value of the assets of the trust valued as of the first day of each taxable year of the trust (the "valuation date"). The unitrust amount shall be paid in quarterly amounts from income and, to the extent that income is not sufficient, from principal. Any income of the trust for a taxable year in excess of the unitrust amount shall be added to principal. If for any year the net fair market value of the trust assets is incorrectly determined, then within a reasonable period after the value is finally determined for federal tax purposes, the trustee shall pay to the recipient (in the case of an undervaluation) or receive from the recipient (in the case of an overvaluation) an

amount equal to the difference between the unitrust amount properly payable and the unitrust amount actually paid.

3. Payment of Taxes. The lifetime unitrust interest of the second recipient will take effect upon the death of the first recipient to die only if the second recipient furnishes funds for payment of federal estate taxes or state death taxes, if any, for which the trustee may be liable upon the death of the first recipient to die.

4. Proration for Short Taxable Years. In determining the unitrust amount, the trustee shall prorate on a daily basis for a short taxable year and for the taxable year ending with the survivor recipient's death.

5. Disposition at Death of Recipient. Upon the death of the survivor recipient, the trustee shall distribute all of the then principal and income of the trust (other than any amount due either of the recipients or their estates under the provisions above) to the Kimmich Family Foundation. If the Kimmich Family Foundation is not an organization described in all of sections 170(c), 2055(a), and 2522(a) of the Code (hereinafter referred to as a "charitable organization") at the time when any principal or income of the trust is to be distributed to it, then the trustee shall distribute such principal or income to such one or more charitable organizations as the trustee shall select in its sole discretion. I, Gordon Kimmich, reserve the right from time to time during my lifetime or at my death to designate any one or more organizations, each of which must be a charitable organization, to receive any part or all of such trust property otherwise distributable as provided above in this paragraph. Each such designation made during my lifetime shall be by revocable written instrument delivered to the trustee specifically referring to this right to designate; and, if more than one such instrument is so delivered, the last

instrument so delivered shall control. Any such designation made at my death shall be by will specifically referring to the right to designate, and any such designation by will shall supersede all prior revocable written instruments delivered to the trustee in accordance with the preceding sentence. The trustee may rely on a will admitted to probate in any jurisdiction as my last will or may assume I had no will in the absence of actual knowledge of a will within three months after my death.

6. Additional Contributions. If any additional contributions are made to the trust after the initial contribution, the unitrust amount for the year in which the additional contribution is made shall be ten percent of the sum of (a) the net fair market value of the trust assets as of the first day of the taxable year (excluding the assets so added and any income from, or appreciation on, such assets) and (b) that proportion of the value of the assets so added that was excluded under (a) that the number of days in the period that begins with the date of contribution and ends with the earlier of the last day of the taxable year or the date of death of the survivor recipient bears to the number of days in the period that begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the date of death of the survivor recipient. In the case where there is no valuation date after the time of contribution, the assets so added shall be valued at the time of contribution.

7. Internal Revenue Code Requirements. The income of the trust for each taxable year shall be distributed at such time and in such manner as not to subject the trust to tax under section 4942 of the Code. Except for the payment of the unitrust amount to the recipients, the trustee shall not engage in any act of self-dealing, as defined in section 4941(d), and shall not make any taxable expenditures,

as defined in section 4945(d). The trustee shall not make any investments that jeopardize the charitable purpose of the trust, within the meaning of section 4944, or retain any excess business holdings, within the meaning of section 4943.

8. Taxable Year. The taxable year of the trust shall be the calendar year.

9. Facility of Payment. Whenever the trustee considers that an individual recipient entitled to payments under paragraph 2 is incapacitated in any way so as to be unable to manage his or her financial affairs, such payments may be made directly to such recipient or to such recipient's duly appointed conservator or may be expended for such recipient's benefit, as the trustee considers advisable.

10. Protection from Creditors. The interests of the individual recipients in principal or income shall not be subject to the claims of their creditors or others and may not be transferred or encumbered, except that an individual recipient may transfer any part or all of his or her interest to a charitable organization.

11. Trustee Powers. In the administration of the trust, the trustee, except as otherwise provided in this instrument, shall have the following powers and rights and all others granted by law:

(a) To manage, sell, contract to sell, grant or exercise options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term (although commencing in the future or extending beyond the term of the trust) and otherwise deal with all property, real or personal, in such manner, for such prices and on such terms and conditions as the trustee shall decide.

(b) To retain indefinitely any property received by the trustee and invest and reinvest the trust property in stocks, bonds, mortgages, notes, regulated investment companies, common or commingled trust funds or other property of any kind, real or personal, including interests in partnerships, joint ventures, land trusts or other title-holding trusts, investment trusts or other business organizations as a limited or general partner, shareholder, creditor or otherwise, and any investment made or retained by the trustee in good faith shall be proper despite any

resulting risk or lack of diversification or marketability and although not of a kind considered by law suitable for trust investments.

(c) To subdivide, resubdivide, raze, alter, dedicate, vacate, donate, partition, release, lease or renew, amend or extend leases for any term, contract to make leases, grant options to lease or to purchase the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals and grant easements or charges of any kind on or with respect to any property, real or personal, including any improvements thereon, or any right, title or interest therein, all for such prices and on such terms and conditions, although commencing in the future or extending beyond the term of the trust, as the trustee shall decide.

(d) To borrow from any source and mortgage or pledge any trust property.

(e) To settle or abandon claims or demands.

(f) To give proxies to vote stocks and voting securities and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations or other changes in the financial structure of any corporation.

(g) To hold property in the name of a nominee or in any other way without disclosing the trust relationship.

(h) To employ agents and counsel and delegate to them any powers of the trustee.

(i) To decide, in accordance with applicable rules of law, how and in what proportions any receipts or disbursements shall be credited, charged or apportioned as between principal and income.

(j) To divide or distribute trust property in undivided interests or wholly or partly in kind, provided, however that the adjusted basis of property distributed in kind to a charitable organization shall be fairly representative of the adjusted basis of all property then available for distribution.

(k) To pay all taxes and all reasonable expenses, including compensation to the trustee and the agents and counsel of the trustee, except that a charitable organization shall not be entitled to compensation for serving as trustee. The foregoing notwithstanding, no expenses or compensation shall be paid from the unitrust amount.

(l) To appoint or remove by written instrument any person

or qualified corporation, wherever located, as special trustee as to part or all of the trust property, including property as to which the trustee does not act, and such special trustee, except as specifically limited or provided by this or the appointing instrument, shall have all of the rights, titles, powers, duties, discretions and immunities of the trustee, without liability for any action taken or omitted to be taken under this or the appointing instrument.

(m) To receive additional property from any person by will or otherwise.

(n) To perform all other acts in the trustee's judgment appropriate for the proper management, investment and distribution of trust property.

12. Special Provisions. I consider bonds, notes or other securities the income from which is exempt from federal income taxation as proper investments of trust property, and, except to the extent otherwise provided in paragraphs 7 above, and 18 below, the trustee is expressly authorized to invest or retain indefinitely any part or all of the trust property in such investments, without regard to diversification and without liability for any loss which may result.

13. Third Party Relationships. The trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No one need see to the application of money paid or property delivered to the trustee. The trustee's certificate that the trustee is acting according to this instrument shall fully protect all persons dealing with the trustee.

14. Court Accountings. To the extent such requirements can be waived, the trustee shall not be required (a) to file any inventory of trust property or accounts or reports of the administration of the trust, or to register the trust, in any court, (b) to furnish any bond or other security for the proper performance of the trustee's duties or (c) to obtain authority from a court for the exercise of any power conferred

on the trustee by this instrument.

15. Titles and References. Where not otherwise specified, all references in this instrument to the Internal Revenue Code and to Sections thereof are to the Internal Revenue Code of 1986, as amended, and to sections thereof and shall include future amendments to such Code and sections and corresponding provisions of future federal tax laws, all as from time to time in effect.

16. Trustee Resignation and Succession. A trustee may resign at any time by written notice to me, if legally competent, otherwise to Tracey Nei, if legally competent. I, if legally competent, otherwise Tracey Nei, if legally competent, otherwise Rudy Kimmich, if legally competent, may appoint a successor to fill any vacancy in the office of trustee by written instrument delivered to the person (other than myself or Tracey Nei) appointed.

17. Trustee Succession and Appointment. Each successor trustee shall have the same rights, titles, powers, duties, discretions and immunities and otherwise be in the same position as if originally named trustee. No successor trustee shall be personally liable for any act or failure to act of a predecessor trustee. With the approval of the person or persons appointing a successor trustee, the latter may accept the account furnished and the property delivered by a predecessor trustee without liability for so doing, and such acceptance shall be a full and complete discharge to the predecessor trustee.

18. Investments. Nothing in this trust instrument shall be construed to restrict the trustee from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

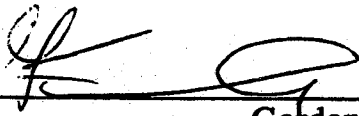
19. Governing Law. The operation of the trust shall be governed by the laws of the State of California. The trustee, however, is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the trust under section 664(d)(2) of the Code and the corresponding regulations.

20. Irrevocable. The trust is irrevocable. The trustee, however, shall have the power, acting alone, to amend the trust in any manner required for the sole purpose of ensuring that the trust qualifies and continues to qualify as a charitable remainder unitrust within the meaning of section 664(d)(2) of the Code.

21. Limited Power to Revoke and Terminate. I reserve the right by an appropriate provision in my will to revoke and terminate the interest of Tracey Nei created under paragraph 2 above. Despite any other provisions of this instrument, if I by my will so revoke and terminate Tracey Nei's said interest, then from and after my death Tracey Nei shall, for all purposes of this instrument, be deemed to have died on the day immediately preceding the date of my death. Except for the right to revoke and terminate the interest of Tracey Nei by my will and except to the extent otherwise provided in paragraph 5 above, I waive all right, power and authority to alter, amend, modify, revoke or terminate this agreement and the trust hereby evidenced.

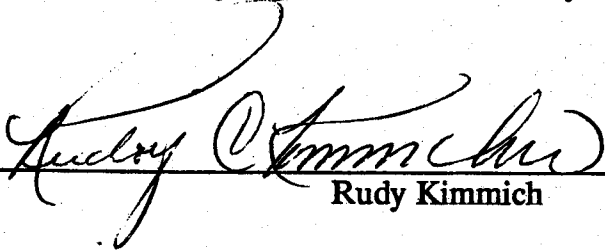
In Witness Whereof, I have set my hand and seal this 7TH day

of July 7, 1996.



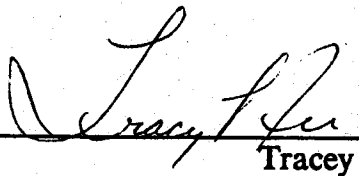
Gordon Kimmich

The undersigned accepts the foregoing trusts as of the day and year last above written.



Rudy Kimmich

The undersigned on behalf herself, her heirs, personal representatives and assigns, agrees to be bound by the provisions of paragraph 3 of the foregoing instrument.



Tracey Nei

NP\43294\010\35CHTRBR.004

JON CHRISTENSEN
ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE
INFORMATION TECHNOLOGY OFFICER

GIOVANE PIZANO
INVESTMENT MANAGER

KIEU NGO
FISCAL MANAGER



DON KENT
TREASURER

MATT JENNINGS
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MELISSA JOHNSON
CHIEF DEPUTY TREASURER-TAX COLLECTOR

ADRIANNA GOMEZ
ADMINISTRATIVE SERVICES MANAGER I

September 3, 2015

Rudolph Kimmich
P.O. Box 588
Ocean Park, WA 98640

Re: APN: 271252051-5
TC 197, Item 12
Date of Sale: August 20, 2013

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale.

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"/> Updated Statement of Monies Owed (as of the date of the tax sale) |
| <input type="checkbox"/> Notarized Statement of different/misspelled | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock) |
| <input type="checkbox"/> Notarized Statement Giving Authorization to claim on behalf of | <input type="checkbox"/> Court Order Appointing Administrator |
| <input type="checkbox"/> Certified Death Certificate for | <input type="checkbox"/> Deed (Quitclaim/Grant etc...) |
| <input type="checkbox"/> Copy of Birth Certificates for | <input checked="" type="checkbox"/> Other – Copy of the Tracy Nei Charitable Remainder Trust, showing Rudolph Kimmich as Trustee |
| <input type="checkbox"/> Copy of Marriage Certificate for | |
| <input type="checkbox"/> Original Note/Payment Book | |

Please respond with the above information no later than September 30, 2015.

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

Sincerely,

Sandy Finley
Tax Sale Operations Unit
(951) 955-3953
(951) 955-3990 Fax

COUNTY OF RIVERSIDE, TREASURER-TAX COLLECTOR

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 197 Item 12 Assessment No.: 271252051-5

Assessee: BARBARA E. or ROBERT M. KAITZ, Trustees of the
Robert M. Kaitz and Barbara E. Kaitz 2001 Family Trust Dated March 8, 2001

Situs:

TREASURER-TAX COLLECTOR

Date Sold: August 20, 2013

DEC 04 2013

Date Deed to Purchaser Recorded: October 2, 2013

RECEIVED

Final Date to Submit Claim: October 2, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 15,073²⁴ 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. 2009-0008278; recorded on 1/8/09. 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.

See Exhibit A attached hereto and incorporated herein by reference

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 November, 2013 at San Bernardino, CA
County, State

Barbara E. Kaitz
Signature of Claimant

Signature of Claimant

Barbara E. Kaitz, Trustee
Print Name

Print Name

840 W. 9th Street, Suite J
Street Address

Street Address

Ontario, CA 91786
City, State, Zip

City, State, Zip

714-745-8970 or 909-917-1340
Phone Number

Phone Number

25,000
499,000
0%

DOC # 2009-0008278

01/08/2009 08:00A Fee:38.00

Page 1 of 6

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

GORDON KIMMICH
1907 Holiday Road
Newport Beach, CA 92660

Forward Tax Statement to the address given above



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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									514

Loan #: Garcia Seven Hills 2 Refi
IS #: GARCIA Seven Hills 2
Order #: 930901-20

TRUSTEE'S DEED UPON SALE

38

C
514

APN: 271-252-026 (NEW APN: 271-252-051-5)

Transfer Tax: \$0.00

"THIS TRANSACTION IS EXEMPT FROM THE REQUIREMENTS OF THE REVENUE AND TAXATION CODE, SECTION 480.3".

The Grantee Herein **WAS** The Foreclosing Beneficiary.
The Amount of the Unpaid Debt was **\$526,238.33**
The Amount Paid By the Grantee was **\$50,000.00**
Said Property Is In The City of **RIVERSIDE**, County of **RIVERSIDE**.

PACIFIC WEST LOAN SERVICING, INC., dba TDI SERVICES, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

ATTACHED HERETO AS EXHIBIT 'A'

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **RIVERSIDE**, State of California, described as follows:

ATTACHED HERETO AS EXHIBIT 'ONE'

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **MICHAEL E. GARCIA**, as Trustor, dated **February 3, 2006** of the Official Records in the office of the Recorder of **RIVERSIDE COUNTY**, California under the authority powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Default and Election to Sell under the Deed of Trust recorded on **May 19, 2006**, as Instrument Number: **2006-0368004**, Book --, Page -- of Official records. Trustee having complied with all applicable statutory requirements of the State of California, and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

TRUSTEE'S DEED UPON SALE

Loan # Garcia Seven Hills 2 Refi
TS # GARCIA Seven Hills 2
Order # 150-930901-20

All requirements per California Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notices of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on **October 7, 2008**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being **\$50,000.00**, in lawful money of the United States, in pro per. receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, PACIFIC WEST LOAN SERVICING, INC. dba TDI SERVICES, as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

Date: **OCTOBER 10, 2008**

PACIFIC WEST LOAN SERVICING, INC.
dba TDI SERVICES



David J. DaSilva, President

State of CALIFORNIA) ss.

County of ORANGE) ss.

On 1/7/09 before me, C. P. PALAZUELOS, NOTARY PUBLIC, personally appear DAVID DA SILVA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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 C. P. Palazuelos (seal)

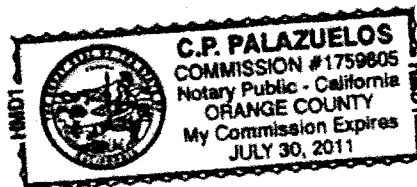


EXHIBIT "A"

LIST OF ASSIGNEES

BRANDT and MARLYS A. DAVIS,
Trustees of the Davis Living Trust dated 12/20/1999
As to an undivided \$40,000.00/\$490,000.00 interest

GEORGE N. LEFEBVRE, Trustee
Of the George N. LeFebvre Family Trust
Dated March 27, 1989
As to an undivided \$25,000.00/\$490,000.00 interest

MYLAN TO,
A Single Woman Sole and Separate
As to an undivided \$50,000.00/\$490,000.00 interest

DONALD E. LAVOIE and PENNY L. LAVOIE, Trustees
Of the Lavoie Family Trust
As to an undivided \$50,000.00/\$490,000.00 interest

TALL COTTON INC.,
A California Corporation (John C. Hall)
As to an undivided \$30,000.00/\$490,000.00 interest

RUDOLPH KIMMICH, Trustee
Of the Tracy Nei Charitable Remainder Trust
As to an undivided \$10,000.00/\$490,000.00 interest

RUDOLPH KIMMICH, Trustee
Of the Kelly Sorrell Charitable Remainder Trust
As to an undivided \$10,000.00/\$490,000.00 interest

CAROLE MILLER, Trustee
Of the Miller Family Trust
As to an undivided \$30,000.00/\$490,000.00 interest

URSULA E. WENZKE, Trustee
Of the Ursula E. Wenzke Trust
As to an undivided \$25,000.00/\$490,000.00 interest

JOHN HINSON and VICTORIA HINSON, Trustees
Of the Hinson Family Trust Dated January 31, 2006
As to an undivided \$25,000.00/\$490,000.00 interest

ROBIN DE ROO
An Unmarried Woman Sole and Separate
As to an undivided \$25,000.00/\$490,000.00 interest

PAUL and JAMIE STANSEL, Trustees,
Of the Stansel Family Trust
As to an undivided \$50,000.00/\$490,000.00 interest

30/16 APL

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EXHIBIT "A" Continued (page 2)

LIST OF ASSIGNEES

CAROLE MILLER, Trustee
Of the Miller Family Trust
As to an undivided

\$30,000.00/\$490,000.00 interest

BARBARA E. or ROBERT M. KAITZ, Trustees of the
Robert M. Kaitz and Barbara E. Kaitz 2001 Family Trust
Dated March 8, 2001
As to an undivided

\$25,000.00/\$490,000.00 interest

THEODORE IV and JUDY BULLOCKUS, Trustees
Of the Bullockus Family Trust
As to an undivided

\$25,000.00/\$490,000.00 interest

TIM and TANJA ATKINSON
Husband and Wife as Joint Tenants
As to an undivided

\$10,000.00/\$490,000.00 interest

FIRST REGIONAL BANK
Custodian FBO: David J. Da Silva
As to Undivided

\$30,000.00 / \$490,000.00 interest



EXHIBIT "ONE"

PARCEL "B", AS SHOWN ON EXHIBIT "B", OF LOT LINE ADJUSTMENT NO. LLA- 4789, IN COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED APRIL 22, 2005, AS INSTRUMENT NO. 05-0318083, OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 110 FEET TO THE TRUE POINT BEGINNING;

THENCE CONTINUING EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 50 FEET;

THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 165 FEET;

THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 50 FEET.

THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 165 FEET TO THE TRUE POINT OF BEGINNING; (ALSO KNOWN AS LOT 286 OF ASSESSOR'S MAP NO. 57)

EXCEPTING THEREFROM THE NORTHERLY 67.50 FEET.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28;

THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 60 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 50 FEET;

THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 165 FEET.

THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28. A DISTANCE OF 50 FEET.

THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 165 FEET TO THE TRUE POINT OF BEGINNING. (ALSO KNOWN AS LOT 287 OF ASSESSOR'S MAP NO. 57)

EXCEPTING THEREFROM THE NORTHERLY 67.50 FEET.

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TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 495 FEET SOUTH AND 600 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE AFORMENTIONED NORTHWEST QUARTER OF SECTION 28, THENCE IN A SOUTHERLY DIRECTION FOLLOWING A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 28 A DISTANCE OF 165 FEET TO A STAKE;

THENCE IN A WESTERLY DIRECTION FOLLOWING A LINE PARALLEL WITH THE NORTH LINE OF SECTION 28 A DISTANCE OF 60 FEET TO A STAKE;

THENCE IN A NORTHERLY DIRECTION FOLLOWING A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 28 A DISTANCE OF 165 FEET TO A STAKE;

THENCE IN A EASTERLY DIRECTION FOLLOWING A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 60 FEET TO A STAKE, WHICH IS THE POINT OF BEGINNING.
(ALSO KNOWN AS LOT 288 OF ASSESSOR'S MAP NO. 57)

EXCEPTING THEREFROM THE NORTHERLY 67.50 FEET.

Assessor's Parcel No: 271-252-026 (New APN: 271-252-051-5)



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ROBERT M. KAITZ AND BARBARA E. KAITZ
2001 FAMILY TRUST AGREEMENT

PARTIES: This Trust Agreement is entered into this 8th day of March, 2001, by and between **ROBERT M. KAITZ and BARBARA E. KAITZ**, husband and wife, as the Trustors, and **ROBERT M. KAITZ and BARBARA E. KAITZ**, as the Trustees.

The Trustors are referred to in this Agreement collectively as, "the Trustors" and individually as "the Husband" and "the Wife."

"The Trustee" refers to the Trustee or Trustees who are serving from time to time as the Trustee or as Co-Trustees under this Agreement, including the initial Trustees and any successors.

TRANSFER OF ASSETS: The Trustors hereby transfer to the Trustee the assets described in Schedule "A" and "B" of this Agreement.

The Trustee agrees to hold, administer and distribute all assets transferred to the Trustee hereunder, whether transferred during the lifetimes of the Trustors or following the death of the Trustors or either of them, for the purposes and on the terms and conditions set forth in this Agreement.

FIRST: TRUST BENEFICIARIES

A. The primary beneficiaries of the trusts created under this Agreement are as follows:

1. The trustors, so long as both of them are living.
2. The surviving spouse ("Surviving Spouse"), after the death of the first Trustor to die ("Deceased Spouse").
3. The Trustors' children, whose names and dates of birth are as follows:
 - a. **ALAN B. KAITZ** **May 24, 1952**
 - b. **PAUL H. KAITZ** **August 10, 1954**
 - c. **SHELLEY J. PALMER** **November 23, 1958**

4. JOHN SCOTT D'ABUSCO, born June 22, 1955, while not a child of the Trustors, shall be treated as a child for all purposes under this Trust.

B. For the purposes of this Agreement:

1. If the Trustors should die simultaneously or under circumstances that the order of the Trustors' death cannot be determined, the Wife shall be deemed to have survived the Husband.

2. The "Trustors' children" shall refer to the Trustors' children named in paragraph A3 of Article FIRST, and JOHN SCOTT D'ABUSCO, named in paragraph A4 of Article FIRST, and to any other child or children born to or adopted by the Trustors after the date of this Agreement.

SECOND: DEFINITIONS

As used in this Agreement, the following terms shall have these meanings:

"Trust estate" refers to the assets transferred to the Trustee hereunder and to the rents, issues and profits therefrom.

"Community estate" refers to community property transferred to the Trustee and to the rents, issues and profits of that community property. The community estate shall continue to retain its character as community property of the Trustors so long as both Trustors are living, subject, however, to the provisions of this Agreement.

"Separate estate" refers to the separate property, of the Husband or of the Wife transferred to the Trustee and the rents, issues and profits of that property. The separate estate shall continue to retain its character as separate property of the transferor so long as he or she is living, subject, however, to the provisions of this Agreement.

"Residential property" refers to the property the Trustors use as a principal residence and any property the Trustors use as vacation or secondary residence.

A person shall be considered *"incapacitated"* if, in the opinion of the licensed medical practitioner having responsibility for his or her care, such person is by reason of advanced age, mental or physical illness, infirmity or other disability unable to properly care for himself or herself and for his or her property.

"*Descendants*" shall refer to lineal descendants in any degree of the ancestor designated (e.g., children, grandchildren, and great-grandchildren) and shall include adopted persons who are adopted during minority.

"*Siblings*" shall include half brothers and half sisters if the persons are lineal descendants of the Trustors.

"*Individual Trustee*" refers to any individual acting as Trustee under this Agreement.

"*Education*" includes elementary, secondary, college, university, postgraduate study, trade school and other specialized studies if, in the Trustee's discretion, the study is being pursued to advantage by the beneficiary.

"*Death taxes*" refers to all estate, inheritance or other taxes, including any interest and penalties to that section (including any interest and penalties thereon, arising by reason of a Trustor's death.

Any reference to a particular section of the Internal Revenue Code includes any subsequent amendment to that section (including any renumbering or replacement of the section).

"*Trust*", "*trusts*" and "*trust estate*" shall be interpreted in the singular or plural as the context indicates.

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

Captions and headings are used in this Agreement for convenience of reference only and shall not be used to interpret or construe its provisions.

THIRD: DISTRIBUTIONS DURING JOINT LIVES OR TRUSTORS

So long as both Trustors are living:

A. Payments of Income and Principal From Community Estate: The Trustee shall pay to the Trustors as community property as much of the net income and principal of the community estate as either Trustors may request from time to time. In addition, the Trustee shall pay to or apply for the benefit of the Trustors as much of the net income and principal of

the community estate as the Trustee deems reasonably necessary for the proper health, maintenance, support and comfort of the Trustors.

B. Payments of Income and Principal From Separate Estate: The Trustee shall pay to a Trustor who has contributed separate property to the trust as much of the net income and principal of that Trustor's separate estate as that Trustor may request from time to time. In addition, the Trustee shall pay to or apply for the benefit of the Trustor as much of the net income and principal of the Trustor's separate estate as the Trustee deems reasonably necessary for the proper health, maintenance, support and comfort of that Trustor.

C. Residential Property: If residential property is transferred to the trust during the joint lives of the Trustors:

1. The Trustee shall permit the Trustors to occupy the property without obligation to pay rent.

2. In addition, the Trustee shall pay all real property taxes, insurance premiums, and expenses of maintenance and repair from the net income of the trust (or, if net income is insufficient, from the principal of the trust) if the Trustee determines no other funds are reasonably available to the Trustors for these purposes.

3. Further, the Trustee may sell such property only with the consent of both Trustors; provided, however, if a Trustor is incapacitated, the consent of that Trustor shall not be required. If residential property is sold, the Trustee is authorized to purchase substitute residential property for the benefit of the Trustors if the Trustee deems the purchase necessary or appropriated considering the circumstances then existing.

FOURTH: PROVISIONS FOLLOWING DEATH OF DECEASED SPOUSE

After the death of the Deceased Spouse, the Trustee shall hold, administer and distribute the trust estate, including any additions under the Will of the Deceased Spouse or otherwise, as follows:

Section I: Debts and Expenses

A. Payment of Debts and Expenses: The Trustee shall pay the following debts and expenses to the extent the Deceased Spouse's probate estate is insufficient to satisfy them:

1. Last illness and funeral expenses of the Deceased Spouse.

2. Debts for which a valid creditor's claim has been filed (a) in the Deceased Spouse's probate estate (or could have been filed if probate proceedings had been instituted and (b) with the Trustee pursuant to any statute relating to the claims of creditors and revocable trusts.

3. Other debts for which the Deceased Spouse is liable, for example, secured obligations and income taxes, and for which no creditor's claims need to be filed. This provision, however, shall not be construed to require prepayment of any installment obligation, such as a promissory note secured by a deed of trust against real property.

4. Attorney's fees and other costs incurred in connection with the settlement of the Deceased Spouse's estate, including, for example, accounting fees incurred in connection with the preparation of the Deceased Spouse's final income tax returns.

B. Apportionment of Debts and Expenses: All payments made by Trustee pursuant to Paragraph A above shall be charged as follows:

1. Community property debts (except last illness and funeral expenses) shall be charged to the community estate (including the Surviving Spouse's interest therein to the extent more than one-half (½) of any debt is paid by the Trustee.)

2. All other debts and expenses shall be charged to and paid from the Deceased Spouse's separate estate and the Deceased Spouse's interest in the community estate without apportionment unless the Trustee in the Trustee's discretion determines that apportionment on a pro rata basis between the separate and community estate is necessary or advisable to carry out the Deceased Spouse's intent.

Section II: Division of Balance of Trust Estate

The Trustee shall divide the balance of the trust estate into shares as follows:

A. The Survivor's Share: The Survivor's share shall consist of the following:

1. The Surviving Spouse's one-half (½) interest in any community property included in the trust estate.

2. The Surviving Spouse's separate estate, if any, included in the trust estate.

The Survivor's Share shall be held, administered and distributed in accordance with the Provisions of the Survivor's Trust set forth on Section of Article FIFTH below.

B. The Marital Deduction Share: The Marital Deduction Share shall consist of the smallest amount necessary to reduce to zero the federal estate tax payable as a result of the Deceased Spouse's death, or, if that is not possible, to reduce the federal estate tax to the smallest possible amount. This provision, however, shall not be construed to require the use of the state death tax credit under Internal Revenue Code Section 2011, if such use would result in the payment of additional state death taxes.

1. Each of the Trustors intends by the Provisions of Paragraph B above to take advantage of the unlimited marital deduction allowable under the Internal Revenue Code,

but only to the extent the estate of the Deceased Spouse is not otherwise sheltered from tax by available credits, exclusions and other deductions.

2. The Trustee shall satisfy the amount allocable to the Martial Deduction Share in cash or in kind, or part in each, with assets that qualify for the federal estate tax martial deduction. Assets allocated in kind shall be valued at the date or dates of allocation. The Martial Deduction Share shall be held, administered and distributed in accordance with Provisions of the Survivors Trust set forth in Section I of Article FIFTH below.

C. The Bypass Share: The Bypass Share shall consist of the balance of the trust estate. The Bypass Share shall be held, administered and distributed in accordance with the Provisions of the Bypass Trust set forth in Section II of Article FIFTH below.

D. Disclaimer Provisions: The Trustors recognize that it may be advisable to subject a portion or all of the Martial Deductions Share to federal estate tax in the Deceased Spouse's estate rather than to defer payment of that tax to the Surviving Spouse's estate. Therefore, if the Surviving Spouse makes a qualified disclaimer of all of his or her beneficial interests that would have been allocated to the Martial Deduction Share but for the disclaimer, an identical portion of the Martial Deduction Share shall be allocated to a separate Disclaimer Trust and shall be held, administered and distributed in accordance with the Provisions of the Bypass Trust set forth in Section II of Article FIFTH below, excluding, however, any power of appointment or power of withdrawal that may be conferred upon the Surviving Spouse under the provisions of that trust.

FIFTH: PROVISIONS FOR SURVIVING SPOUSE

Section I: Provisions of the Survivor's Trust

The Trustee shall hold, administer and distribute the assets allocated to the Survivor's Trust as a separate trust for the benefit of the Surviving Spouse during his or her lifetime as follows:

A. Mandatory Payment of Income: The Trustee shall pay to or apply for the benefit of the Surviving Spouse the net income of the Survivor's Trust quarter-annually or at more frequent intervals.

B. Discretionary Payments of Principal: In addition, the Trustee shall pay to or apply for the benefit of the Surviving Spouse from time to time as much of the principal of the Survivor's Trust as the Trustee deems, reasonably necessary for the proper health, maintenance, support and comfort of the Surviving Spouse.

C. Surviving Spouse's Right to Revoke: Further, the Trustee shall pay to the Surviving Spouse as much of the principal of the Survivor's Trust as the Surviving Spouse may request by written instrument delivered to the Trustee. The Surviving Spouse may exercise this right at any time during his or her lifetime by revoking the Survivor's Trust in whole or in part.

D. General Power of Appointment: After the death of the Surviving Spouse, the Trustee shall distribute all or any part of the balance of the Survivor's Trust to or for the benefit of such one or more persons and entities, including the estate of the Surviving Spouse, on the terms and conditions, either outright or in trust, as the Surviving Spouse may appoint by a Will or a Codicil thereto specifically referring to and exercising this general testamentary power of appointment.

E. Default Provision: Any of the Survivor's Trust not effectively appointed by the Surviving Spouse shall be held, administered and distributed in accordance with the provisions relating to Distribution Following Death of Surviving Spouse set forth in Section IV below.

Section II: Provisions of the Bypass Trust

The Trustee shall hold, administer and distribute the assets allocated to the Bypass Trust as a separate trust for the benefit of the Surviving Spouse during his or her lifetime as follows:

A. Mandatory Payment of Income: The Trustee shall pay to or apply for the benefit of the Surviving Spouse the net income of the Bypass Trust quarter-annually or at more frequent intervals.

B. Discretionary Payments of Principal: In addition, the Trustee shall pay to or apply for the benefit of the Surviving Spouse from time to time as much of the principal of the Bypass Trust as the Trustee deems reasonably necessary for the proper health, maintenance and support of the Surviving Spouse in his or her accustomed manner of living.

C. Limited Testamentary Power of Appointment: After the death of the Surviving Spouse, the Trustee shall distribute all or any part of the balance of the Bypass Trust to or for the benefit of such one or more of the group consisting of descendants of the Trustors, on the terms and conditions, either outright or in trust, as the Surviving Spouse may appoint by a Will or a Codicil thereto Specifically referring to and exercising this limited testamentary power of appointment.

D. Default Provision: Any of the Bypass Trust not effectively appointed by the Surviving Spouse shall be held, administered and distributed in accordance with the provisions relating to Distribution Following Death of Surviving Spouse set forth in Section IV below.

Section III: Provisions Relating to Residential Property

If any interest in residential property becomes the subject of any trust created hereunder for the benefit of the Surviving Spouse:

A. The Trustee shall permit the Surviving Spouse to occupy that property without obligation to pay rent.

B. In addition, the Trustee shall pay real property taxes, insurance premiums, and expenses of maintenance and repair from the net income of the respective trusts based on their proportional interests in the property (or, if net income is insufficient, from the principal of such trusts) if the Trustee in the Trustee's discretion determines no other funds are reasonably available to the Surviving Spouse for these purposes.

C. Further, the Trustee may sell such residential property only with the consent of the Surviving Spouse; provided, however, that if the Surviving Spouse is incapacitated, the Surviving Spouse's consent shall not be required. If residential property is sold, the Trustee is authorized to purchase substitute residential property for the benefit of the Surviving Spouse if the Trustee deems such purchase to be necessary or appropriate considering the circumstances then existing.

Section IV: Distributions Following Death of Surviving Spouse

Following the death of the Surviving Spouse, the Trustee shall hold, administer and distribute any of the trust estate that is to be held in accordance with the provisions of this Section, together with any additions to the trust as a result of the death of the Surviving Spouse (under the Will of the Surviving Spouse or otherwise), as follows:

A. Payment of Debts and Expenses: The Trustee shall pay the following debts expenses to the extent the Surviving Spouse's probate estate is insufficient to satisfy them:

1. Last illness and funeral expenses of the Deceased Spouse.
2. Debts for which a valid creditor's claim has been filed (a) in the Deceased Spouse's probate estate (or could have been filed if probate proceedings had been instituted and (b) with the Trustee pursuant to any statute relating to the claims of creditors and revocable trusts.
3. Other debts for which the Deceased Spouse is liable, for example, secured obligations and income taxes, and for which no creditor's claim need to be filed. This provision, however, shall not be construed to require prepayment of any installment obligation, such as a promissory note secured by a deed of trust against real property.
4. Attorney's fees and other costs incurred in connection with the settlement of the Deceased Spouse's estate, including, for example, accounting fees incurred in connection with the preparation of the Deceased Spouse's final income tax returns.
5. Payment of all liens and encumbrances existing upon that certain real property described as 33010 Paterno Street, Temecula, California.

B. Apportionment of Debts and Expenses: All payments made by the Trustee pursuant to Paragraph A above shall be charged to the assets of the Survivor's Trust or to any addition to the trust under the Will of the Surviving Spouse or otherwise (provided such addition is included in the gross estate of the Surviving Spouse for federal estate tax purposes).

C. Allocation of Balance of Trust Estate: The Trustee shall hold, administer and distribute the balance of the trust estate in accordance with the Provisions for Trustor's Descendants set forth in Article SIXTH below.

SIXTH PROVISION FOR TRUSTOR'S DESCENDANTS

Any share of the trust estate to be held in accordance with the provisions of this Article shall be held, administered and distributed for the benefit of the Trustor's children and more remote descendants as follows:

Section I: Family Pot Trust for Trustor's Children

A. Family Pot Trust: So long as any child of the Trustors is living who is under age twenty-one (21), the Trustee shall pay to or apply for the benefit of the Trustors' children, including those who are age twenty-one (21) or older, as much of the net income and principal of the trust as the Trustee deems reasonably necessary for the proper health, maintenance, support and education of the Trustors' children.

1. Equal Payments Not Required: The Trustee may pay more to one child than another or apply more for the benefit of some children than others or exclude a child from payments or benefits altogether if the Trustee deems this advisable considering the circumstances, the size of the trust and the probable future needs of the children.

2. Distributions Charged to Trust Any distribution to or for the benefit of a child during the term of the Family Pot Trust shall be charged against the trust as a whole rather than against the ultimate distributive share of a child to whom or for whose benefit the payment is made.

B. Termination of Family Pot Trust: When the youngest living child of the Trustors attains age twenty-one (21), the Family Pot Trust shall terminate; the balance of the trust estate shall be divided into shares for the benefit of the Trustors' descendants in accordance with the provisions of Section II below.

Section II: Division of Trust Estate

The Trustee shall apportion the trust estate into shares as follows:

1. The residential real property located at 33010 Paterno Street, Temecula, California shall be allocated to SHELLEY J. PALMER, prior to the division of the balance of the estate as provided below.
2. The balance of all assets and property of the trust estate shall be allocated equally to ALAN B. KAITZ, PAUL H. KAITZ, SHELLEY J. PALMER, and JOHN SCOTT D'ABUSCO, share and share alike. However, the trustee is specifically instructed to distribute the Stock in Walnut Valley Motors to PAUL H. KAITZ, such that the shares of stock received, when combined with the other assets received pursuant to this section by Paul H. Kaitz, equals twenty five percent of the total balance allocated to all beneficiaries hereunder.

If a child or beneficiary shall fail to survive the trustors, then the share that such child would have been entitled to shall be apportioned for a group composed of the living descendants of such deceased child. If such child does not have any living descendants, then the share that such child would have taken share be added to the surviving children in the accordance with their respective percentage interest stated herein.

A. Child's Share - - Creation of Separate Share Trust: Each share be held as a separate trust for the child's benefit in accordance with the Provisions of Child's Trust set forth on Section III below.

B. Distribution of Descendants' Share: Each share allocated to a group composed of the living descendants of a deceased child of the Trustors shall be distributed to those descendants, by right of representation.

Section III: Provisions of Child's Trust

The Trustee shall hold, administer and distribute any share of the trust estate to be held in accordance with the provisions of this Section as a separate trust for the benefit of the child of the Trustors for whose benefit the share was allocated as follows:

A. Payment of Income to Child: The Trustee shall pay to or apply for the benefit of the child the net income of the trust quarter-annually or at more frequent intervals.

B. Discretionary Payments of Principal: If the Trustee deems the net income insufficient, the Trustee shall pay to or apply for the benefit of the child as much of the principal of the trust as the Trustee deems reasonably necessary for the child's proper health, maintenance support and education.

C. Distribution of Trust Principal: When the child attains age thirty (30) years, the Trustee shall distribute to the child one-half (½) of such child's share; when the child attains age thirty-five (35) years, the Trustee shall distribute to such child the balance of that child's share of the trust estate.

D. Distribution at Child's Death: If the child dies before receiving distribution of entire trust, the Trustee shall distribute the balance of the child's trust as follows:

1. Limited Testamentary Power of Appointment: To or for the benefit of such one or more of the group consisting of the child's spouse and the child's then living descendants, on the terms and conditions, either outright or in trust, as the child may appoint by a will or a Codicil thereto, specifically referring to and exercising this limited testamentary power of appointment.

2. Default Provision: Any unappointed balance of the trust shall be distributed as follows:

a. If the child leaves descendants who are then living, to the child's then living descendants, by right of representation.

b. If the child leaves no descendants who are then living, to the living descendants of the Trustors, by right of representation.

Section IV: Trust for Beneficiary Under Twenty-One

Notwithstanding any provision in this Agreement to the contrary: If a grandchild or more remote descendant of the Trustors who is under age twenty-nine (29) becomes entitled to any share of the income or principal of the trust estate and if no effective provision is made for its retention, the Trustee may continue to hold the share as a separate trust for the benefit of the beneficiary as follows:

A. The Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as the Trustee deems reasonably necessary for the beneficiary's proper health, maintenance, support and education.

B. When the beneficiary attains age twenty-nine (29), the Trustee shall distribute to the beneficiary the beneficiary's entire share then being held for the benefit of the beneficiary.

C. If the beneficiary dies before attaining age twenty-nine (29), the Trustee shall distribute the beneficiary's share to the executors or administrators of the beneficiary's estate.

RK
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SEVENTH: MISCELLANEOUS DISTRIBUTION PROVISIONS

The following provisions shall apply to each trust created under this Agreement:

Section I: General Dispositive Provisions

Notwithstanding any provision of this Agreement to the contrary:

A. Additions to Existing Trusts: If a beneficiary ("deceased beneficiary") of any trust created hereunder dies before becoming entitled to receive distribution of his or her entire trust, and if a share or all of the balance of the deceased beneficiary's trust is distributable to a person ("living beneficiary") for whose benefit a trust is being administered under this Agreement, that share or all of the balance shall be added to the living beneficiary's trust and shall be administered in accordance with its terms.

1. The provisions of Paragraph A above shall not be construed to limit in any way the exercise of a power of appointment given to a beneficiary under other provisions of this Agreement.

2. Any addition to a living beneficiary's trust that has been partially distributed in accordance with its terms shall augment the undistributed portion of the trust.

B. Discretionary Payments and Beneficiary's Other Resources: In exercising any power concerning discretionary payments of income or principal to or for the benefit of a beneficiary of any trust under this Agreement, the Trustee shall consider other income and resources of the beneficiary known to the Trustee to be reasonably available to the beneficiary, and the Trustee may rely on the written statement of the beneficiary as to other available income and resources.

C. Facility of Payments Provisions: The following provisions shall apply with respect to mandatory or discretionary payments of income or principal to a minor or to an incapacitated beneficiary:

1. If the beneficiary is a minor, the trustee may make payments (a) to the guardian of the minor's person or estate or (b) directly to the minor if in the Trustee's judgment the minor is of sufficient age and maturity to spend the money properly.

2. If the beneficiary is incapacitated, the Trustee may make the payments to the conservator of the incapacitated person's estate.

3. If a Trustor is incapacitated, the Trustee may make payments from the community estate to the other Trustor as community property for the use and benefit of both Trustors.

4. The Trustee may apply income and principal of the trust estate of a beneficiary's trust for the benefit of the beneficiary rather than making payments directly to the beneficiary.

D. Accumulated Income: Any income that is not distributed to or applied for the benefit of a beneficiary or beneficiaries of a trust created hereunder in accordance with the terms of such trust shall accumulated and added to the principal of the trust.

Section II: Perpetuities Savings Provision

Unless sooner terminated under other provisions of this Agreement, each trust created under this Agreement shall terminated twenty-one (21) years after the death of the last survivor of the Surviving Spouse and those of the Trustors' descendants who are living at the date of the Deceased Spouse's death. All principal and undistributed income of any trust so terminated shall be distributed to those beneficiaries then entitled or authorized to receive income payments from the trust in the same proportions that those beneficiaries are entitled to receive income at the time of termination.

Section III: Spendthrift Provision

A. No beneficiary of any trust under this Agreement shall have any right, power or authority to sell, assign, pledge, mortgage or in any other manner to encumber, alienate or impair all or any part of the beneficiary's interest in the trust or in the principal or income of the trust.

B. The beneficial and legal interest in the trust and the principal and income of the trust shall be free from the interference or control of any creditor of any beneficiary of the trust and shall not be subject to the claims of any such creditor nor liable to attachment, execution, bankruptcy or any other process of law.

C. Nothing on this Section, however, shall be construed as a limitation on any power of revocation or power of appointment conferred on a beneficiary under other provisions of this Agreement.

Section IV: Contingent Provision

If, at any time before full distribution of the trust estate, both Trustors and all descendants of the Trustors are deceased and no other disposition of the trust estate is directed by this Agreement, the Trustee shall distribute the trust estate or the balance thereof as follows:

A. All of the trust estate should be distributed, free of trust, in equal shares, to the Wife's then living siblings; provided, however, if a sibling of the Wife is not then living but has left then living descendants, those descendants shall take, by right of representation, the share that deceased sibling would have taken had he or she been then living.

EIGHTH: POWERS OF THE TRUSTEE

To carry out the provisions of any trust created under this Agreement, and subject to any additions or limitations stated elsewhere in this Agreement, the Trustee shall have the following powers in addition to those powers now or hereafter conferred by law:

- A. Retaining Trust Property: To collect, hold and retain trust property received from a Trustor or any other person until, in the judgment of the Trustee, disposition of the property should be made. The property may be retained even though it includes property in which the Trustee is personally interested. Further, the property may be retained even though it is unproductive and even though it represents a large portion of the total property of the trust estate.
- B. Additions to Trust: To accept additions to the property of the trust from a Trustor or any other person.
- C. Continuation of Business: To continue or participate in the operation of any business or other enterprise that is part of the trust property, and to effect incorporation, dissolution or other change in the form of the organization of the business or enterprise.
- D. Investments: To invest in any kind of property, whether real, personal or mixed. To buy, sell trade in securities of any nature, including short sales, on margin, and for such purposes the Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased with such brokers as security for loans and advances made to the Trustee.
- E. Acquisition and Disposition of Trust Property: To acquire or dispose of property, for cash or on credit, at public or private sale, or by exchange.
- F. Management of Property: To manage, control, divide, develop, improve, exchange, partition, change the character of, or abandon trust property or any interest therein.
- G. Encumbrances: To encumber, mortgage or pledge trust property for a term within or extending beyond the term of the trust in connection with the exercise of any power vested in the Trustee.
- H. Repair and Alterations: (1) To make ordinary or extraordinary repairs, alterations, improvements in buildings or other trust property; (2) to demolish any improvements; (3) to raze existing or erect new party walls or buildings.

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I. Development of Land: (1) To subdivide or develop land; (2) to dedicate land to public use; (3) to make or obtain the vacation of plats and adjust boundaries; (4) to adjust differences in valuation or exchange or partition by giving or receiving consideration; (5) to dedicate easements to public use without consideration.

J. Leases: To enter into a lease for any purpose as lessor or lessee with or without the option to purchase or renew and for a term within or extending beyond the term of the trust.

K. Mineral Leases: To enter into a lease or arrangement for exploration and removal of gas, oil or other minerals, and to enter into a community oil lease or a pooling or unitization agreement or other agreement relating to the development, operation and conservation of mineral properties, and for a term within or extending beyond the term of the trust.

L. Options: To grant an option involving disposition of trust property or to take an option for the acquisition of any property, and an option may be granted or taken that is exercisable beyond the term of the trust.

M. Voting Rights: With respect to any shares of stock of a domestic or foreign corporation, any membership in a nonprofit corporation, or any, other property: (1) To vote in person, and give proxies to exercise any voting rights with respect to the shares, memberships or other property; (2) to waive notice of a meeting or give consent to the holding of a meeting; (3) to authorize, ratify, approve or confirm any action that could be taken by shareholders, member or property owners.

N. Calls and Assessments: To pay calls, assessments and any other sums chargeable or accruing against or on account of trust property.

O. Stock Subscriptions and Conversions: To sell or exercise stock subscription or conversion rights.

P. Form of Business and Voting Trusts: To consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of a corporation or other business enterprise, and to participate in voting trusts, pooling arrangements and foreclosures, and in connection therewith, to deposit securities with and transfer title and delegate discretion to any protective or other committee as the Trustee may deem advisable.

Q. Holding Title to Trust Property: To hold title to trust property in the name of a nominee or in other form without disclosure of the trust.

R. Securities Depository: To deposit securities in a securities depository.

S. Insurance: To insure the property of the trust against damage or loss and to insure the Trustee against liability with respect to third persons.

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T. Borrowing Money: To borrow money for any trust purpose to be repaid from trust property.

U. Payment of Trust Expenses: To pay taxes, assessments, reasonable compensation of the Trustee and of employees and agents of the trust, and other expenses incurred in the collection, care, administration and protection of the trust property.

V. Principal and Income: To determine in the Trustee's reasonable discretion what is principal and what is income of the trust and to apportion and allocate receipts and expenditures between these accounts.

W. Hiring Persons: To hire persons, including accountants, attorneys, auditors, investment advisers and other agents, even if they are associated or affiliated with the Trustee, to advise or assist the Trustee in the performance of administrative duties.

X. Actions and Proceedings: To prosecute or defend actions, claims, or proceedings for the protection of trust property and of the Trustee in the performance of the Trustee's duties.

Y. Payment and Settlement of Claims: (1) to pay or contest any claim; (2) to settle a claim by or against the trust by compromise, arbitration or otherwise; (3) to release, in whole or in part, any claim belonging to the trust.

Z. Execution and Delivery of Instruments: To execute and deliver all instruments which are needed to accomplish or facilitate the exercise of the powers vested in the Trustee.

Notwithstanding anything to the contrary in this Article EIGHTH, all powers granted to the Trustee under this Agreement shall be exercisable only in a fiduciary capacity, and the Trustee shall exercise all powers so as to treat income beneficiaries and remaindermen equitably at all times.

NINTH: PROVISIONS RELATING TO TRUSTEE

Section I: Removal and Appointment of Trustees

The following provisions shall govern the removal of Trustees and the appointment of successor Trustees under this Agreement:

A. Removal/Appointment Power: The power to remove a Trustee hereunder ("removal power") and the power to appoint one or more successor Trustees ("appointment power") are referred to in this Agreement collectively as the "removal/appointment power."

1. The removal power includes the power to remove, with or without cause, any Trustee or Co-Trustee acting under this Agreement.

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2. The appointment power includes (1) the power to appoint one or more individuals or one or more individuals and a bank or trust company to serve as Trustee or as Trustees to replace the Trustee or Trustees being removed and (2) the power to designate one or more individuals or one or more individuals and a bank or trust company to serve as Trustee or as Trustees if a Trustee or Trustees who are acting or designated to serve fail to qualify or cease to act.

B. Trustors' Removal and Appointment Power: The Trustors shall have the complete freedom to exercise the removal/appointment power. If either Trustor is deceased or incapacitated, the other Trustor shall have the complete freedom to exercise the removal/appointment power.

C. Appointment by Others: If both Trustors are deceased or incapacitated, the appointment power may be exercised by any Individual Trustee with respect to his or her successor or successors.

D. Appointment of Successor Trustees: Subject to the provisions of Paragraph B and Paragraph C above:

1. If either **ROBERT M. KAITZ** and **BARBARA E. KAITZ** cease to act as a Co-Trustee hereunder, the other shall serve as sole Trustee.

2. If both **ROBERT M. KAITZ** and **BARBARA E. KAITZ** cease to act as Trustees hereunder, **ALAN B. KAITZ** and **PAUL H. KAITZ**, or the survivor thereof, shall serve as Co-Trustee:

E. Judicial Appointment of Successor Trustees: If all Trustees cease to act and no successor is appointed in this Agreement or in accordance with the provisions of this Agreement, a successor or successors shall be appointed by a court of competent jurisdiction, after consideration of any stated preference of the current income beneficiaries.

Section II: General Trustee Provisions

The following provisions shall apply with respect to each trust created under this Agreement and to the Trustee or Trustees of such trust:

A. Appointment and Powers of Special Trustee: Any individual acting as Trustee hereunder may at any time appoint a Special Trustee.

1. The Special Trustee's duties shall be limited to the following: (a) holding title to all life insurance policies on the life of any beneficiary who also serves as general trustee under this Agreement and exercising all incidents of ownership with respect to any such policy; and (b) any other powers or duties disclaimed or released, either permanently or temporarily,

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by the general Trustee because of conflict of interest or adverse tax consequences to the general Trustee personally.

2. The Special Trustee shall be entitled to reasonable compensation for services rendered.

3. Any Special Trustee may resign and appoint his or her successor. If a vacancy in the office of Special Trustee occurs and if no person is designated or appointed under this paragraph, a successor shall be appointed by a court of competent jurisdiction, after consideration of any stated preference of the current income beneficiaries.

B. Resignation of Trustee: Any Trustee may resign at any time as Trustee on giving written notice to the following: (1) the Trustors or the Surviving Spouse; (2) any Co-Trustee; (3) all adult beneficiaries who are entitled or authorized to receive income payments from the trust at that time; and (4) the parents or guardians of any minor beneficiary who is entitled or authorized to receive income payments from the trust at that time. All such resignations shall be effective on relinquishment and delivery of all the trust property to any Co-Trustee or, if none, to the successor Trustee.

C. Powers of Successor Trustee: Any successor Trustee shall succeed as Trustee with like effect as though originally named Trustee under this Agreement. All authority, powers and discretions conferred on the original Trustee under this Agreement shall pass to any successor Trustee. No successor Trustee shall be responsible for the acts or omissions of any prior Trustee, nor shall any successor Trustee be under a duty to audit or investigate the accounts or administration of any prior Trustee. Unless requested in writing by any person having a present or future beneficial interest in the trust, no successor Trustee shall have any duty to take action to obtain redress for breach of trust committed by any prior Trustee.

D. Restriction on Trustee's Powers: Notwithstanding any provision of this Agreement to the contrary, no Trustee may use a discretionary power over principal or income to relieve the Trustee of the Trustee's individual obligation to support any minor child of whom the Trustee is a parent or any other person the Trustee is obligated to support.

E. Accountings By Trustee: The Trustee shall render an accounting from time to time regarding the transactions of the trusts under this Agreement by delivering a written report to all adult income beneficiaries and to the parent or guardian of any minor beneficiary to whom or for whose use income from the trust is then payable.

1. Unless an interested person delivers a written objection to the Trustee within ninety (90) days of receipt of the Trustee's account, the account shall be deemed settled and shall be final and conclusive with respect to transactions disclosed in the account as to all beneficiaries of the trust, including any unborn and unascertained beneficiaries.

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2. After settlement of the account by reason of the expiration of the ninety (90) day period referred to above or by agreement of the parties, the Trustee shall no longer be liable to any beneficiary of the trust, including any unborn and unascertained beneficiaries, with respect to transactions disclosed in the account, except for the Trustee's intentional wrongdoing of fraud.

F. Limit on Trustee's Liability: In exercising any power under Article EIGHTH of this Agreement, no Individual Trustee shall be liable to any beneficiary or this trust or to any heir of either Trustor for any act, omission or default of that Trustee, of any other Trustee or any other person, except for willful misconduct or gross negligence.

G. Trustee's Compensation: The original Trustees shall serve without compensation. Any successor Trustee shall be entitled to reasonable compensation for services rendered. Any compensation paid to attorneys, accountants, auditors, investment advisers, depositories, proxies or agents shall not reduce the compensation to which the Trustee is entitled.

H. Either Trustee May Bind Trust: So long as both initial Trustees serve as Trustees under this Agreement, either of them shall have the power to bind the trust in any and all matters, including, but not limited to, (1) collecting receipts, (2) paying disbursements, (3) securing assets, (4) writing checks and making withdrawals from bank accounts, and (5) purchasing, selling and pledging securities. Third parties may rely on the action of either Trustee with respect to any power, right, duty or discretion conferred on the Trustees hereunder.

I. Waiver of Bond: No bond or other security shall be required of any person named in this Agreement as Trustee or of any person subsequently appointed Trustee under this Agreement even though that person may be or become a nonresident of the state in which the trust is being administered.

TENTH: GENERAL PROVISIONS

The following general provisions shall govern the administration of all trusts under this Agreement.

A. Non-Pro Rata Distributions: In any case in which the Trustee is required under the provisions of the trust to divide any trust property into shares for the purpose of distribution or otherwise, the Trustee is authorized to allot and make the division or distribution, pro rata or otherwise, in cash or in kind, including undivided interests in any property, or partly in cash and partly in kind, in the Trustee's discretion.

B. Separate Accounts: The Trustee shall keep separate accounts for the different interests, but the Trustee need not physically segregate the assets of the separate trusts except as segregation may be required by the termination of any trust hereunder.

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C. Accrued Income: The Trustee shall treat income accrued or unpaid on trust property when received into the trust as income. Income accrued or held undistributed by the Trustee at the termination of any interest shall go to the next beneficiaries of the trust in proportion to their interests in the trust.

D. Release of Trustees Powers: The Trustee shall have the power to release or restrict the scope of any power that the Trustee may hold in connection with any trust under this Agreement, whether such power is expressly granted by this Agreement or implied by law.

E. Notice of Events: Until the Trustee receives actual notice of any birth, death or other event on which the right to receive payment from the trust depends, the Trustee shall not be liable to any beneficiary of this trust for disbursements or distributions previously made in good faith.

F. Severability Provision: If any provision of this Agreement is unenforceable, the remaining provisions shall be carried into effect.

G. Governing Law: These trusts have been accepted by the Trustee in the State of California. Unless otherwise provided in this Agreement, the validity, construction, administration and all rights under this Agreement shall be governed by the laws of California in force from time to time, 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.

H. Life Insurance Policies: The Trustee and the owner of any life insurance policy payable to any trust hereunder shall have the following rights, powers and obligations:

1. The Trustee shall not be required to pay premiums, assessments or other charges on any policy to keep it a binding contract of insurance.

2. The owner of each policy has reserved all rights, options and privileges conferred on the owner, including, but not limited to, the right to change the beneficiary designation thereof, to hypothecate the policy and to borrow funds from the insurer. Nothing in this subparagraph however, shall be construed as limiting the right of either Trustor to dispose by Will of his or her interest in any insurance policy on the other Trustor's life or any right a Trustor may possess in any insurance policy by virtue of its community property character.

3. On proof of the death of the insured, the Trustee shall use reasonable efforts to collect all sums payable under any insurance policy, and on receipt shall treat these proceeds as principal of the trust, except interest paid by the insurer, which shall be income. Subject to any contrary provision in the beneficiary designation of any policy, all sums payable under any policy shall be allocated in accordance with the provisions of Article FOURTH or Section IV of Article FIFTH, as the case may be.

4. The Trustee may compromise, arbitrate or otherwise adjust claims on any policy. The receipt of the Trustee delivered to any insurer shall be a full discharge, and the insurer is not required to oversee the application of the proceeds.

5. The Trustee shall not be responsible for any act or omission of the Trustors relating to any policy and shall not be required to prosecute any action to collect any insurance or benefits or to defend any action relating to any policy unless indemnified in a manner and amount satisfactory to the Trustee.

ELEVENTH: RIGHTS RESERVED BY THE TRUSTORS

A. Power to Revoke Community Estate: As long as both Trustors are living, either Trustor may revoke this Trust Agreement in whole or in part with respect to that Trustor's separate estate by written instrument delivered to the Trustee. The Trustee shall deliver to the Trustor all or the designated portion of his or her separate estate free of trust.

B. Power to Revoke Separate Estate: A Trustor may revoke this Agreement in whole or in part with respect to that Trustor's separate estate by written instrument delivered to the Trustee. The Trustee shall deliver to the Trustor all or the designated portion of his or her separate estate free of trust.

C. Joint Power to Amend: The Trustors may alter or amend this Trust Agreement in whole or in part, at any time and from time to time, by written instrument signed by both Trustors and delivered to the Trustee.

D. Trust Irrevocable After Death of Deceased Spouse: After the death of the Deceased Spouse, except as otherwise specifically provided in Section I of Article FIFTH, this Trust Agreement and each trust under this Agreement shall be irrevocable and shall not be subject to alteration or amendment.

E. Effective Date of Amendment: Any instrument to alter, amend or revoke this Agreement shall be effective immediately on its execution, but until a copy has been received by the Trustee, the Trustee shall incur no liability or responsibility either for failing to act in accordance with such instrument or for acting in accordance with this Agreement unaffected by the instrument to alter, amend or revoke.

F. Trustor's Incapacity: If a Trustor is incapacitated, the power of that Trustor to alter, amend or revoke this Agreement or any of the trusts under this Agreement may be exercised by the duly appointed conservator or guardian of that incapacitated Trustor's estate, but only with the prior approval of the court that appointed the conservator or guardian.

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TWELFTH: ADDITIONAL PROPERTY

Either Trustor may add additional property to any trust created hereunder. On receipt by the Trustee, the additional property shall become a part of the trust estate and shall be held, administered and distributed in accordance with the provisions of this Agreement.

THIRTEENTH: SUCCESSORS IN INTEREST

This Agreement, executed in duplicate, is binding on the heirs, executors and administrators of the Trustors, the Trustees and the beneficiaries of this trust.

FOURTEENTH: NAME OF TRUST

The trusts under this Agreement may be referred to collectively as the "ROBERT M. KAITZ AND BARBARA E. KAITZ 2001 FAMILY TRUST."

IN WITNESS WHEREOF, the Trustors and the Trustees have executed this Trust Agreement as of the day and year first above written.

TRUSTORS:


ROBERT M. KAITZ


BARBARA E. KAITZ

TRUSTEES:


ROBERT M. KAITZ


BARBARA E. KAITZ

APPROVED AS TO FORM:

LAW OFFICES OF J. CRANOR RICHTER

By:


J. Cranor Richter, Esq.

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SCHEDULE "A"
(COMMUNITY PROPERTY)

BANK ACCOUNTS:

1. Miscellaneous Bank Accounts

REAL PROPERTY:

Commercial Property:

1. 931 West Holt, Ontario, California
2. 916 West Brooks, Ontario, California
3. 915 West Brooks, Ontario, California
4. 507 No. Azusa Avenue, La Puente, California

Residential Real Property:

Principal Residence:

1. 6611 Pageant Dr., Huntington Beach, California

Other Residential Property:

1. 33010 Paterno Street, Temecula, California

SECURITIES (Other than managed accounts)

1. Common Stock owned in Walnut Valley Motors, Inc.
a California corporation

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PARTNERSHIPS:

1. Limited Partnership interest

NOTES RECEIVABLE:

1. Promissory Note secured by First Deed of Trust recorded upon 225 So. Turnbull Canyon Rd., City of Industry, California.

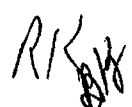
PERSONAL PROPERTY:

1. Miscellaneous household furnishings, automobiles and personal property

TRUSTORS:


ROBERT M. KAITZ


BARBARA E. KAITZ



SCHEDULE "B"
(SEPARATE PROPERTY)

I. ROBERT M. KAITZ

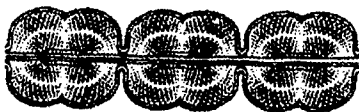
NONE

II. BARBARA M. KAITZ

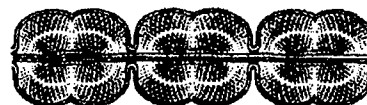
NONE

RR BK

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

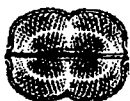
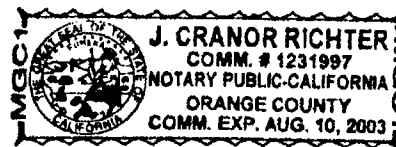
COUNTY OF Orange)

On 3/8/2001 before me, J. CRANOR RICHTER, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Robert M. Kaitz and Barbara E. Kaitz
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.

J. Cranor Richter (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION



Robert M. Kaitz and Barbara E. Kaitz 2001
TITLE OR TYPE OF DOCUMENT Family Trust Agreement
DATE OF DOCUMENT 3/8/01 NUMBER OF PAGES _____
SIGNER(S) OTHER THAN NAMED ABOVE _____