

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



ITEM: 3.4
(ID # 20034)

MEETING DATE:

Tuesday, September 13, 2022

FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Approve and Accept the ASK Foundation Donation, Approve the Grant Agreement between Banfield Foundation and University of California, Davis and Department of Animal Services, and Accept the Theodore J. Robles Revocable Trust and Pauline V. Ryckaert Living Trust Bequests; All Districts. [\$310,028 Total Cost - Grant Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Accept** the donation from the Animal Solutions Konnection Foundation in the amount of \$25,000;
2. **Accept** a grant in the amount of \$13,600; and **Authorize** the Director of Animal Services to execute the Grant Agreement between Banfield Foundation and the County of Riverside to purchase veterinary equipment; and **Authorize** the Director, or designee, to take all necessary steps to implement the Grant;
3. **Accept** a grant in the amount of \$200,000; and **Authorize** the Director of Animal Services to execute the Grant Agreement between University of California, Davis and the County of Riverside to expand the Community Cat Program; and **Authorize** the Director, or designee, to take all necessary steps to implement the Grant;

Continued on page 2

ACTION: Policy

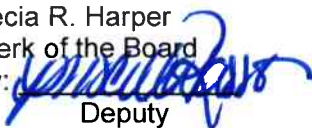
Erin Gettis
Erin Gettis, Director of Animal Services

9/6/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 13, 2022
xc: Animal Services

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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RECOMMENDED MOTION: That the Board of Supervisors:

4. **Accept** the Bequest from the Theodore J. Robles Revocable Trust (Robles Bequest) in the amount of \$50,000 to be used at the Coachella Valley Animal Campus; and **Authorize** the Director of Animal Services to execute any documents necessary to effectuate the Robles Bequest, including the Waiver & Release form attached hereto; and

5. **Accept** the Bequest from the Pauline V. Ryckaert Living Trust (Ryckaert Bequest) in the amount of \$21,428.55 to be used at the Coachella Valley Animal Campus; and **Authorize** the Director of Animal Services to execute any documents necessary to effectuate the Ryckaert Bequest, including the Receipt attached hereto.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$310,028	\$ 0	\$ 310,028	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Funded by ASK Foundation, Banfield Foundation, University of California, Davis, Theodore J. Robles Revocable Trust, and Pauline J. Ryckaert Living Trust, U.D.T.			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Animal Services (DAS) is seeking authority to accept one donation, two grants and two bequests on behalf of the County of Riverside (County).

Animal Solutions Konnection Foundation (ASK)

ASK is a non-profit organization that was created to support DAS and other County of Riverside resources related to animals. ASK expressed intent to the Director of Animal Services, Erin Gettis, to make a donation in the amount of \$25,000 to DAS during their monthly meeting on Aug. 29, 2022. ASK is not seeking to apply any terms or conditions to the donation. They have already provided a check to the Director.

Banfield Foundation Grant (Banfield)

DAS received a grant award (Grant) in the amount of \$13,600 from Banfield. Grant funding must be used to outfit a veterinary clinic at the Coachella Valley Animal Campus (CVAC). The clinic, which is in the process of being renovated, will allow veterinary staff to perform much needed surgeries, such as spay/neuter and basic veterinary surgeries. Funding will be used for, but not limited to, pulse oximeters, apnea monitors, Bair hugger, surgical packs, scales, an autoclave, shipping, and installation of items.

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University of California, Davis Grant (Davis)

DAS applied for and was awarded a grant from UC Davis in the amount of \$200,000. The grant will be used to expand the Community Cat Program (CCP) for one year, which will help cat outcomes by decreasing euthanasia and lowering the number of cats impounded into the shelter.

DAS intends to use the funds to alter cats immediately upon arrival and thereby avoid impound. DAS will also increase community engagement by offering deterrents and information to residents and deploying the mobile spay/neuter unit into targeted areas to alter cats. Funds will be used for the purposes listed below.

Item	Cost
Animal Control Technicians	\$103,000
Veterinarian	\$45,000
Registered Veterinary Technicians	\$22,000
Mobile Driver	\$20,000
Supplies – Cat Deterrents	\$4,000
Mobile Clinic Maintenance and Fuel	\$6,000
Total	\$200,000

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Theodore J. Robles Revocable Trust (Robles Trust)

DAS is listed as a beneficiary of the Robles Trust for \$50,000. The Robles Trust was originally established on June 7, 1991, and amended on Sept. 14, 2015. The Trustor, Mr. Robles, died on Dec. 14, 2021. Upon receipt, the bequest will be deposited into the care fund to be used at the Coachella Valley Animal Campus (CVAC). The care fund benefits the homeless animals in DAS's care. The Trustee is seeking the return of a Waiver & Release prior to making specific distributions. The Department seeks authorization for the Director to complete and return the Waiver & Release and any other documents necessary to effectuate the bequest.

Pauline V. Ryckaert Living Trust, U.D.T. (Ryckaert Trust)

DAS was named as a beneficiary of the Ryckaert Trust which was originally established on June 13, 2001. Preliminary distribution of the Ryckaert Trust was mailed on Oct. 1, 2021. The bequest of \$21,428.55 will be deposited into the care fund. The care fund benefits the homeless animals in DAS's care. It allows DAS to allocate the money to fund areas of greatest need. DAS seeks authorization for the Director to execute and return the receipt of the distribution.

The funds from both the Ryckaert Trust and Robles Trust will be used to support programs at CVAC. The bequests will be used for, but not limited to, improving the dog play yards. DAS utilizes the play yards to socialize dogs, perform behavior assessments, and allow dogs to play together in one neutral space.

Impact on Residents and Businesses

These donations, grants, and bequests will have a positive impact on the residents of Riverside County. Accepting these donations, grants, and bequests will provide funds to perform more mobile spay and neuter surgery, outfit the veterinary clinic and provide the DAS veterinary division with proper supplies to perform surgeries at CVAC, expand the CCP which will help reduce cat overpopulation throughout Riverside County, and provide care and programs for homeless animals and play yards for dogs at CVAC. All of these efforts will help improve animal outcomes and improve the lives of animals impounded into the shelter system.

Attachments:

- Banfield Medical Equipment Grant Agreement
- University of California, Davis Grant Agreement
- Theodore J. Robles Revocable Trust
- Amendment to Theodore J. Robles Revocable Trust
- Theodore J. Robles Revocable Trust Waiver
- Notification by Trustee of the Theodore J. Robles Revocable Trust
- Pauline V. Ryckaert Living Trust Acknowledgment Receipt
- Pauline V. Ryckaert Living Trust

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Douglas Cordonez Jr.




9/8/2022


Minnie Carr, County Counsel

9/8/2022

**MEDICAL EQUIPMENT GRANT
TERMS AND CONDITIONS**



**FUNDING TERMS AND CONDITIONS FOR VETERINARY MEDICAL EQUIPMENT GRANT TO:
Riverside County Department of Animal Services**

The granting of funds from the Banfield Foundation is subject to the below terms and conditions.

1. Recipient acknowledges that a grant of \$13,600.00 has been approved by Banfield Foundation to Riverside County Department of Animal Services toward the purchase of outfitting a second clinic to serve owned pets, including: pulse oximeters, apnea monitors, Bair hugger, surgical packs, scales, and an autoclave. Funds may also be used for shipping and installation costs if needed.
2. Recipient will assume total liability for the equipment purchased and its use for the life of the product. Recipient shall hold Banfield Foundation and its directors, officers, and employees harmless from, indemnify them for, and defend them against any and all claims, demands, actions, liabilities, damages and expenses, including reasonable attorney fees, arising out of or relating to this grant.
3. If, for some reason the Recipient's organization is unable to proceed with the funded project, the Recipient's organization must inform Banfield Foundation in writing as soon as possible and immediately repay the funding amount received.
4. Any variation to the project, as detailed in the application form, must be agreed to in writing by the Banfield Foundation.
5. Banfield Foundation understands and supports Recipient publicizing receipt of grants to its communities via news releases, newsletters, organization's website, Facebook, etc. Recipient agrees to provide Banfield Foundation the opportunity to preview and edit material prior to release. Recipient is encouraged to send Banfield Foundation digital photos and stories of pets and people helped through Banfield Foundation's grants. Recipient authorizes Banfield Foundation, Medical Management International, Inc. (MMI), and/or Banfield Pet Hospital to share these photos and stories on its print, digital and/or other media, and acknowledges such possible sharing. Recipient represents and warrants that it has obtained a release, for each photo and story provided, that permits Banfield Foundation, MMI and Banfield Pet Hospital to use the photos and stories submitted in print, digital, or other media, and Recipient agrees to indemnify and hold harmless Banfield Foundation, MMI, and Banfield Pet Hospital from any claims that their use of the photos or stories violates or infringes the intellectual property, privacy, or publicity rights of any third party.
6. Recipient will provide the Banfield Foundation with a final written report on the achievements and impact of the project including a financial report detailing how funds were spent. All funds must be expended by August 31, 2023, and the final written and financial report is expected by this time. Report should include any promotional materials or media releases concerning the funded project, and photos (high-resolution) are strongly encouraged throughout the grant term.
7. If the recipient breaches any of these terms and conditions, the Banfield Foundation reserves the discretionary right to reclaim in part or in whole the funding.
8. Please sign this Terms & Conditions and return it to Banfield Foundation, 18101 SE 6th Way, Vancouver, WA 98683 or to Lane.LaPlante@Banfieldfoundation.org by July 20, 2022, and retain a copy of this document for your records. Only after this has been received will monies be distributed to Riverside County Department of Animal Services.
9. Pursuant to Riverside County Board Policy A-8, this agreement does allow for electronic signatures.

SUBMITTED BY:

ACKNOWLEDGED BY:



 Kim Van Syoc
 Executive Director
 Banfield Foundation
 18101 SE 6th Way
 Vancouver, WA 98683

 Name

 Title

 Date

 Signature

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FORM APPROVED COUNTY COUNSEL
 BY: D. C. Z. 9/7/22
 DARREN C. ZIEGLER DATE

SHELTER SERVICES AGREEMENT
(Riverside County Department of Animal Services)

THIS SHELTER SERVICES AGREEMENT (“**Agreement**”) is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”) on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (“**Facility**”) and RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES (“**Shelter**”) in connection with the California for All Animals statewide animal shelter assistance program (“**Program**”).

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in “**Exhibit A**”, attached hereto and by this reference made a part hereof (collectively the “**Services**”). University shall reimburse Shelter for costs (“**Expenses**”) pursuant to Section 2 below and as outlined in Exhibit A. “**Deliverables**” shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. **Payment by University.** In consideration of Shelter’s Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$200,000 to be disbursed upon final signature below. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
3. **Term.** Services shall be rendered from September 1, 2022 through August 31, 2023.
4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages

UCD # _____
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WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK’S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.
9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.
10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
11. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)
Valerie A. Roque
Business & Revenue Contracts
University of California, Davis

One Shields Ave.
Davis, CA 95616
E-mail: vroque@ucdavis.edu

SHELTER (regarding contracts)
Pamela Hogan
Development
Riverside County Department of Animal
Services
6851 Van Buren Boulevard
Jurupa Valley, CA 92509
E-mail: phogan@rivco.org

UNIVERSITY (regarding project)
Karol Tapias
School of Veterinary Medicine
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: ketapias@ucdavis.edu

12. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.
13. **Governing Law.** This Agreement shall be construed pursuant to California law.

14. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11#1>). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.
15. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action.
16. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

RIVERSIDE COUNTY DEPARTMENT OF
ANIMAL SERVICES

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

By: _____

Print name: _____

UC Davis

Title: _____

Date: _____

Date: _____

FORM APPROVED COUNTY COUNSEL

BY: D-C-Z 9/7/22
DARREN C. ZIEGLER DATE

UCD # _____
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Exhibit A

Scope of Work

1. Purpose of the work: *Riverside County Department of Animal Services will expand their Community Cat Program, which will decrease euthanasia and decrease the number of cats brought into the shelter.*
2. Roles and responsibilities of each party: *Riverside County Department of Animal Services will grow their Community Cat program by altering cats immediately upon arrival to avoid impound and by increasing community engagement. No university equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of September 1, 2022 through August 31, 2023.*
4. Location where work will be performed: *Programming may take place at any of the following Riverside County Department of Animal Services shelter facilities and in the community as appropriate and at the discretion of RCDAS.*
 - *Western Riverside County/City Animal Shelter - 6851 Van Buren Blvd, Jurupa Valley, CA 92509*
 - *San Jacinto Valley Animal Campus Clinic – 581 S. Grand Ave, San Jacinto, CA 92582*
 - *Coachella Valley Animal Campus – 72-050 Pet Land Place, Thousand Palms, CA 92276*
 - *Blythe Animal Shelter – 245 S. Carlton, Blythe, CA 92225*
5. Required deliverables: *One final report will be required upon completion of the grant. Additional touch points during the grant will be discussed with project officer.*
6. Project milestones: *Program pilot to be completed by August 31, 2023.*
7. Total cost of the services: *Total of services not to exceed \$200,000.*
 - *Items*

▪ <i>Animal Control Technicians</i>	<i>\$103,000</i>
▪ <i>Veterinarian</i>	<i>\$45,000</i>
▪ <i>RVT</i>	<i>\$22,000</i>
▪ <i>Mobile Driver</i>	<i>\$20,000</i>
▪ <i>Supplies - Cat Deterrents</i>	<i>\$4,000</i>
▪ <i>Mobile Clinic Maintenance & Fuel</i>	<i>\$6,000</i>

 - *Total expenses: \$200,000*
8. Payment schedule: *Payment will be upon execution of the agreement.*
9. Anticipated additional work: *Additional work is not anticipated at this time.*

CONFIDENTIAL TRUSTEE

I, W. DAILEY SMITH, TRUSTEE OF THE THEODORE J. ROBLES REVOCABLE TRUST
DO HEREBY CERTIFY THAT THE ABOVE IS THE CORRECT
COPY OF THE TRUST AGREEMENT.

DATE: 6-25-91

W. Dailey Smith
W. DAILEY SMITH

THEODORE J. ROBLES REVOCABLE TRUST

ESTABLISHED JUNE 7, 1991

THEODORE J. ROBLES, TRUSTEE

7

SUMMARY OF YOUR TRUST

Title of Trust: Theodore J. Robles Revocable Trust

Type of Trust: Revocable Living Trust

Trustor: Theodore J. Robles

Trustee: Theodore J. Robles

Successor Trustee: (1) Mike Disbolis
(2) Virginia Ann Ducazau Chavira
(3) George J. Calderon

Date Established: June 7, 1991

Title Should be Taken as Follows: Theodore J. Robles, Trustee of the Theodore J. Robles Revocable Trust, established June 7, 1991

Assets With Beneficiary Designations (i.e. IRA's Qualified Plans, Life Insurance) Should be Taken as Follows: The Then Acting Trustee of the Theodore J. Robles Revocable Trust, established June 7, 1991

Tax ID Number: Use your Social Security Number, *88-49-9287*

Applicable Law: California

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DECLARATION OF TRUST

THEODORE J. ROBLES, of the County of Los Angeles, State of California, declares that:

ARTICLE I

Section 1.01. Conveyance to Trustee

THEODORE J. ROBLES (hereinafter sometimes called "Trustor") has conveyed and transferred, without consideration, to the Trustee named in this Declaration of Trust all of the property described in an inventory attached hereto marked Schedule "1", and any other property that may hereafter be transferred or conveyed to and received by the Trustee to be held pursuant to the terms of this Declaration of Trust is herein called the "Trust Estate" and shall be held, administered, and distributed by the Trustee as provided in this Declaration of Trust.

The property transferred to the Trust is acknowledged by the Trustor to be his separate property and such property, and the proceeds thereof, shall remain the separate property of the Trustor; subject, however, to the provisions of this Declaration of Trust.

Section 1.02 Designation of Trustee

THEODORE J. ROBLES is hereby designated as Trustee of the Trust created by this Declaration of Trust.

Should THEODORE J. ROBLES resign as such Trustee or should he become unable to serve as such Trustee because of death, incapacity, or other cause before the natural termination of all trusts provided for in this Declaration of Trust, then MIKE DISBOLIS shall serve as Trustee. Should MIKE DISBOLIS resign as such Trustee or should he become unable to serve as such Trustee because of death, incapacity, or other cause before the natural termination of all trusts provided for in this Declaration of Trust, then VIRGINIA ANN DUCAZAU CHAVIRA shall serve as Trustee. Should VIRGINIA ANN DUCAZAU CHAVIRA resign as such Trustee or should she become unable to serve as such Trustee because of death, incapacity, or other cause before the natural termination of all trusts provided for in this Declaration of Trust, then GEORGE J. CALDERON shall serve as Trustee. The above-named nominees shall not be required to post bond to secure the faithful performance of the duties of Trustee.

ARTICLE II

RIGHTS RESERVED TO TRUSTOR

Section 2.01 Additions to Trust

The Trustor shall have the right at any time, either during his life or by Will at his death, to add other property acceptable

to the Trustee to the Trust created by this Declaration of Trust and such property when received and accepted by the Trustee, shall become part of the Trust Estate of this Trust.

Section 2.02 Power to Change or Revoke Trust

While living and competent, the Trustor may, at any time, and from time to time, by written notice signed by the Trustor and delivered to the Trustee;

(a) Revoke or change the interest in any trust created or to be created pursuant to this Declaration of Trust of any beneficiary named in this Declaration of Trust or in any amendment to this Declaration of Trust.

(b) Amend any provisions of this Declaration of Trust or any amendment to this Declaration of Trust to such extent as may be acceptable to the Trustee.

(c) Revoke in whole or in part any trust or trusts created by or to be created pursuant to this Declaration of Trust.

(d) Withdraw all or any part of the Trust Estate.

Section 2.03 Trust Irrevocable on Death of Trustor

Upon the death of the Trustor, the Trust created by this Declaration of Trust shall become irrevocable and not subject to amendment.

ARTICLE III

DISTRIBUTION BY TRUSTEE

Section 3.01 Trustor's Right to Income and Principal

During the life of the Trustor, the Trustee shall pay to or apply for the benefit of the Trustor, in monthly or other convenient installments, all of the net income from the Trust Estate and such amounts of principal, up to the whole thereof, of the Trust Estate as the Trustor shall from time to time request.

Section 3.02 Discretionary Payments by Trustee to Trustor

Should the Trustor, at any time, be incompetent or in the judgment of the Trustee be unable for any reason to act in his own behalf, the Trustee may, in his discretion, pay to or apply for the benefit of the Trustor the net income from the Trust Estate and such amounts from the principal of the Trust Estate, up to the whole thereof, as the Trustee from time to time deems necessary or advisable for the Trustor's use and benefit.

Section 3.03 Payment of Trustor's Funeral Expenses

Upon the death of the Trustor, the Trustee shall pay out of the income or principal of the Trust Estate, at his discretion, the expenses of the last illness and funeral of the Trustor, unless the Trustee determines that other adequate provisions have been made for the payment of such expenses.

Section 3.04 Distribution After Trustor's Death

Upon the death of the Trustor, the Trustee shall distribute the remaining balance of the income and principal of the Trust Estate as follows:

A. The Trustor will leave a Memorandum of Understanding with the Trustee regarding the distribution of the Trustor's jewelry, household furniture and furnishings, and other tangible articles of a personal nature to specific individuals. Any tangible articles of a personal nature not specifically disposed of in the Memorandum of Understanding shall be disposed of by the Trustee in any manner that the Trustee, in the Trustee's sole and absolute discretion, shall deem appropriate.

B. All of the rest, residue, and remainder of the Trust Estate shall be distributed outright, and free of trust, to MIKE DISBOLIS if he survives to receive distribution. If MIKE DISBOLIS does not survive to receive distribution, then all of the rest, residue, and remainder of the Trust Estate shall be distributed outright, and free of trust, to the CITY OF HOPE, a Non Profit California Corporation, 1500 East Duarte Road, Duarte, California 91010.

Section 3.05 Disinheritance of JENNIFER L. ROBLES

The Trustor intentionally and with full knowledge of the consequences, disinherits and omits any provision for Trustor's daughter, JENNIFER L. ROBLES, and her issue in this Trust. All

provisions in this Trust shall be interpreted as though she had predeceased the Trustor without surviving issue.

Section 3.06 Perpetuities Savings Clause

Unless sooner terminated in accordance with other provisions of this Declaration of Trust, each trust created hereunder shall in all events terminate on the expiration of twenty-one (21) years after the death of the last survivor of all beneficiaries in being at the time of the Trustor's death. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportions to which they are, at the time of termination, entitled to receive the income.

ARTICLE IV

POWERS OF TRUSTEE

Section 4.01 Retain Investments of Trustor

The Trustee is authorized to retain in the Trust for such time as he may deem advisable any property, including shares of his stock, received by him from the Trustor, whether or not such property is in the character permitted by law for the investment of trust funds, and to operate at the risk of the Trust Estate any business or property received by him from the Trustor.

Section 4.02 Management of Trust Property

The Trustee shall with respect to any and all property which may at any time be held by him in trust pursuant to this Declaration of Trust, whether such property constitutes principal or accumulated income of any trust provided for in this Declaration of Trust, have power, exercisable in the Trustee's discretion at any time, and from time to time, on such terms and in such manner as the Trustee may deem advisable to:

(1) Sell, convey, exchange, convert, improve, repair, manage, operate, and control;

(2) Lease for terms within or beyond the terms of any trust provided for in this Declaration of Trust and for any purpose, including exploration for the removal of gas, oil, and other minerals; and to enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property;

(3) Encumber or hypothecate for any trust purpose by mortgage, deed of trust, pledge, or otherwise;

(4) Carry insurance of such kinds and in such amounts at the expense of the trusts provided for in this Declaration of Trust as the Trustee may deem advisable;

(5) Commence or defend at the expense of any trusts such litigation with respect to the Trust or any property of the Trust Estate as he may deem advisable;

(6) Invest and reinvest the Trust funds in such property as the Trustee may deem advisable whether or not of the

character permitted by law for the investment of trust funds, specifically including, but not by way of limitation, interests in any common trust fund or funds now or hereafter established and administered by the Trustee solely for the investment of the Trust funds;

(7) Vote and give proxies to vote any securities, including stock of the Trustee, held by him in trust pursuant to this Declaration of Trust, having voting rights;

(8) Pay any assessments or other charges levied on any stock or other security held by him in trust pursuant to this Declaration of Trust;

(9) Exercise any subscription, conversion, or other rights or options which may at any time attach, belong to, or be given to the holders of any stocks, bonds, securities, or other investments held by him in trust pursuant to this Declaration of Trust;

(10) Participate in any plans or proceedings for the foreclosure, reorganization, consolidation, merger, or liquidation of any corporation or organization that has issued securities held by him in trust pursuant to this Declaration of Trust and incidental to such participation to deposit securities with and transfer title of the securities to any protective or other committee established to further or defeat any such plan or proceeding;

(11) Enforce any mortgage or deed of trust or pledge held by him in trust pursuant to this Declaration of Trust at any sale

under any such mortgage, deed of trust, or pledge to bid and purchase at the expense of any trust provided for in this Declaration of Trust any property subject to such security instrument;

(12) Compromise, submit to arbitration with or without consideration, and otherwise adjust any claim in favor of or against any trust provided for in this Declaration of Trust;

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

Section 4.03 Power to Borrow Money

The Trustee shall have the power to borrow money from any person, firm, or corporation, for any Trust purpose on such terms and conditions as the Trustee may deem proper and to obligate the Trust to repay such borrowed money.

Section 4.04 Power to Loan Money to Trust

The Trustee is authorized to loan or advance his own funds to the Trust for any Trust purpose at the rate of interest being charged by the Trustee at the time such loan or advance is made to other persons having a net worth equal to that of the Trust Estate for similar loans or advances. Any such loan or advance, together

with the interest accruing on such loan or advance, shall be a first lien against and shall be repaid from the Trust Estate.

Section 4.05 Dealings with Trustor's Estate

The Trustee is authorized to purchase securities or other property from and make loans and advancements from the Trust Estate with or without security to the executor or other representative of the Trustor's Estate. In the event that Trustor's probate estate should be insufficient to pay all taxes occasioned or made payable by reason of the Trustor's death, the Trustee is authorized to pay such taxes from the Trust Estate.

Section 4.06 Manner of Holding Trust Securities

The Trustee may hold securities or other property subject to this Declaration of Trust in his name as Trustee under this Declaration of Trust, in the name of his nominee, or the Trustee may hold such securities unregistered in such condition that ownership will pass by delivery.

Section 4.07 Determination of Principal and Income

Except as otherwise specifically provided in this Declaration of Trust, the Trustee shall have full power and authority to determine, in his discretion, what shall constitute principal of the Trust Estate, and net income of the Trust Estate distributable under the terms of this Declaration of Trust. The determination of the Trustee as to what constitutes principal, gross income, or net

income of the Trust Estate shall, except as may be otherwise expressly provided in this Declaration of Trust, be conclusive and binding on all persons in any manner interested in any trust created or to be created pursuant to this Declaration of Trust.

Section 4.08 Taxes and Expenses of Trust

All property taxes, assessments, fees, charges, and other expenses incurred by the Trustee in the administration or protection of the trusts created by this Declaration of Trust, including the compensation of the Trustee provided for in this Declaration of Trust shall be a charge on the Trust Estate and shall be paid by the Trustee prior to final distribution of the Trust Estate in full out of the principal or in full out of the income of the Trust Estate, or partially out of the principal and partially out of the income of the Trust Estate, in such manner and proportions as the Trustee may deem to be advisable. The determination of the Trustee to pay such expenses and charges from the principal or income of the Trust Estate or partially from each shall be conclusive and binding on all persons in any manner interested in any trust created by or pursuant to this Declaration of Trust.

Section 4.09 Bank Accounts, Safe Deposit Boxes, and
Endorsements

The Trustee is authorized to open accounts and safe deposit boxes at banking or savings and loan associations for the Trust

Estate in such manner that funds may be withdrawn from such accounts upon the signature of one of two acting Trustees. The signature of one of two acting Trustees shall be sufficient to endorse any check or other payment which may be received for the account of the Trust, and such endorsement shall be a sufficient receipt to the persons giving such check or payment to the Trust. However, the foregoing provision shall not apply while a corporate Trustee is acting as Co-Trustee.

Section 4.10 Stock Brokerage Accounts and Margin Agreements

The Trustee is authorized to maintain street name and margin accounts with stock brokerage houses and to invest the Trust funds in a brokerage account in accordance with a margin agreement, with all transactions under the margin agreement subject to the construction, rules, regulations, customs, and usages of the exchange or market, and its clearing house, if any, where purchases and sales are executed and where applicable to the provisions of the Securities Exchange Act of 1934, the Commodities Exchange Act, and present and future acts amendatory thereof and supplemental thereto, and the rules and regulations of the Federal Securities and Exchange Commission, the Board of Governors of the Federal Reserve System and the Commodity Futures Trading Commission insofar as they may be applicable and in connection therewith to subject all monies, securities, commodities, contracts in relation thereto, or other property of whatsoever kind belonging to the Trust or in

which the Trust Estate may have an interest and which is then held by a brokerage firm for any purpose, including safekeeping, for the account of the Trust, to a general lien for the discharge of any and all obligations of the Trust to any brokerage firm, all in accordance with the then form of margin agreement in effect in the ordinary course of business of said brokerage firm.

Section 4.11 Power to Appoint Attorney-in-Fact

The Trustee shall have the power to act hereunder through an agent or attorney-in-fact, or by or under a power of attorney duly executed by the Trustee, in carrying out any of the powers and duties of the Trustee authorized under this Trust.

Section 4.12 Power to Employ Agents

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

ARTICLE V

ADMINISTRATIVE PROVISIONS

Section 5.01 Undistributed Income on Termination of
Beneficial Interest

Whenever the right of any beneficiary to payments from the net income or principal of the Trust Estate shall terminate, either by reason of death or other cause, any accrued or undistributed net income from the Trust Estate undistributed by the Trustee on the date of such termination, shall be held, administered, and distributed by the Trustee in the same manner as if such income had accrued and been received by the Trustee after the date such beneficiary's right to receive payments from the Trust terminated.

Section 5.02 Other Income of Beneficiary for Discretionary
Payments

In exercising his discretionary authority under this Declaration of Trust to make payments to or for the benefit of any beneficiary other than the Trustor from the net income or principal of the Trust Estate, the Trustee shall take into consideration any income or other means of care, maintenance, support, or education available to such beneficiary from sources outside the Trust that may be known to Trustee. The determination of the Trustee with respect to any beneficiary pursuant to the terms of this Declaration of Trust conferring discretion on the Trustee shall be

conclusive on all persons in any manner interested in any trust created by or pursuant to this Declaration of Trust.

Section 5.03 Spendthrift Provisions

Except as otherwise expressly provided in this Declaration of Trust, no beneficiary of any trust provided for in this Declaration of Trust shall have any right, power, or authority to anticipate, alienate, encumber, or hypothecate his or her interest in the principal or income of such trust in any manner, nor shall such interest of any beneficiary be subject to claims of his or her creditors or liable to attachment, execution, or other process of law prior to its actual receipt by the beneficiary.

Section 5.04 Payment to Minors

In any case where payment is to be made to or for the benefit of a minor, the Trustee may make such payment directly to the minor as an allowance, or to the parent or guardian of the minor, or to any other person having the care and control of the minor or with whom the minor may reside, and the receipt of any such person for any such payment shall be a complete discharge of the Trustee as to the amounts so paid.

Section 5.05 Payments to Incompetents

In any case where payment is to be made to an incompetent, the Trustee may make such payment to the guardian for the person or the conservator of the person of such incompetent.

Section 5.06 Exercise of Powers by Incompetent

Unless otherwise specifically provided in this Declaration of Trust, all powers granted to any person by the provisions of this Declaration of Trust may be exercised by such person at any time during his or her life, except that if a guardian for the person or estate or a conservator of the person or property of any such person has been appointed by a court of competent jurisdiction then neither such person nor any such guardian or conservator shall have any power to exercise any powers granted such person by any provision of this Declaration of Trust.

Section 5.07 Definition of "Incompetent", "Incompetency"

The words "incompetent" or "incompetency", as used in this Instrument, and the term "unable to serve" or equivalents thereof, shall be deemed to include not only a person who has been judicially declared incompetent and a person for whom a guardian or conservator or other fiduciary of the person or estate or both shall have been appointed, but also a person who shall be incapacitated so as to make it impossible or improbable for such person to exercise consistently good judgment in matters concerning the management of the Trust Estate. Such incapacity shall be evidenced by the written statement of two (2) licensed physicians not related by blood or marriage to either Trustor or beneficiary of this Trust. A person or institution designated as a successor Trustee may commence acting in such capacity upon evidence without liability by reason thereof. Such person's capacity shall be

deemed restored upon a written statement by two (2) licensed physicians not related by blood or marriage to either Trustor or beneficiary of this Trust.

Section 5.08 Distribution in Kind or in Cash

On any final or partial distribution of the assets of the Trust Estate and on any division of the assets of the Trust Estate into shares or partial shares, the Trustee may distribute or divide such assets in kind, may distribute or divide undivided interests in such assets, or may sell all or any part of such assets and make distribution or division in cash or partly in kind. The decision of the Trustee, either prior to or on any division or distribution of such assets, as to what constitutes a proper division of such assets of the Trust Estate shall be binding on all persons in any manner interested in any trust provided for in this Declaration of Trust.

Section 5.09 No Segregation of Trusts

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

ARTICLE VI

RESIGNATION AND COMPENSATION OF TRUSTEE

Section 6.01 Resignation of Trustee

The Trustee shall have the right to resign at any time. In the event of the resignation of a Trustee, if no successor Trustee has been designated as provided in ARTICLE I, Section 1.02 herein, the resigning Trustee or any beneficiary of any trust provided for in this Declaration of Trust may secure, at the joint expense of all trusts provided for in this Declaration of Trust and then in existence, the appointment of a successor Trustee by a court of competent jurisdiction.

Section 6.02 Rights and Powers of Successor Trustee

Any successor Trustee appointed as provided in Section 1.02 of this Declaration of Trust because of the death, resignation, or other act of the Trustee, shall, on such appointment being made, immediately succeed to all title of the Trustee to the Trust Estate and to all powers, rights, discretions, obligations, and immunities of the Trustee under this Declaration of Trust with the same effect as though such successor was originally named as Trustee in this Declaration of Trust.

Section 6.03 Successor Trustee's Liability for
Predecessor's Acts

No successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee. No successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee. The successor Trustee may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust.

Section 6.04 Compensation of Trustee

The Trustee shall be entitled to reasonable compensation and shall serve without bond. Any corporate Trustee shall be entitled to reasonable compensation in accordance with its then current published fee schedule.

ARTICLE VII

CONSTRUCTION OF TRUST

Section 7.01 Applicable Law

The Trust created by this Declaration of Trust has been accepted by the Trustee in the State of California, will be presently administered by the Trustee in California, and the validity, construction, and all rights under this Declaration of Trust shall be governed by the laws of the State of California.

The Trustee is hereby authorized to administer this Trust in any state of the United States of America.

Section 7.02 Invalidity of Any Provision

Should any provision of this Declaration of Trust be or become invalid or unenforceable, the remaining provisions of this Declaration of Trust shall be and continue to be fully effective.

Section 7.03 Definitions

As used herein, the term "issue" shall include lineal descendants of all degrees. The terms "issue" and "children" shall mean lawful issue and do include adopted persons. The masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so requires.

Section 7.04 Notice of Events

It shall be the duty of any person interested herein to notify the Trustee and furnish him with reasonable proof of any fact or the happening of any event calling for any change in the administration or distribution of the Trust Estate, and any and all actions taken or suffered hereunder by the Trustee in good faith in the absence of such notice and proof shall be deemed to be in the proper discharge of the Trust.

Section 7.05 No Contest Clause

If any beneficiary under this Trust in any manner directly or indirectly contests this Trust or any of its provisions in any legal proceeding that is designed to thwart the Trustor's wishes as expressed in this Trust, any share or interest in this Trust given to that contesting beneficiary under this Trust is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased the Trustor without issue.

Executed on June 7, 1991, at Long Beach
California.

TRUSTOR:

Theodore J. Robles

THEODORE J. ROBLES

TRUSTEE:

Theodore J. Robles

THEODORE J. ROBLES

APPROVED AS TO FORM:

W. Bailey Smith
W. BAILEY SMITH
Attorney for Trustor

STATE OF CALIFORNIA)

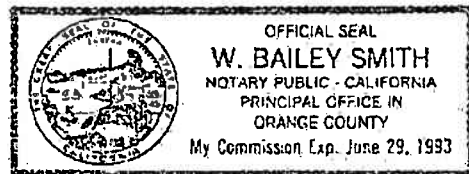
COUNTY OF Los Angeles)SS.

On 6-7-91, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared THEODORE J. ROBLES, known to me to be the person (or proved to me on the basis of satisfactory evidence) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Witness my hand and official seal.

W. Bailey Smith

Notary Public in and for said
County and State



ASSIGNMENT

I, THEODORE J. ROBLES, do hereby sell, transfer and assign, without consideration, all right, title and interest which I have in all furniture, furnishings and personal effects which I now own or which I may own in the future to:

THEODORE J. ROBLES, Trustee of the THEODORE J. ROBLES REVOCABLE TRUST, established this 7 day of June, 1991.

IN WITNESS WHEREOF, I have set my hand this 7 day of June, 1991.

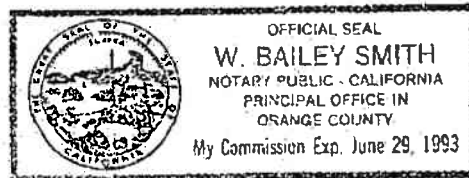
Theodore J. Robles
THEODORE J. ROBLES

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

On 6-7-91, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared THEODORE J. ROBLES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

W. Bailey Smith
Notary Public in and for said
County and State



THEODORE J. ROBLES REVOCABLE TRUST

SCHEDULE 1

1. Furniture and personal effects.
2. A 50% interest in real property located in Hermosa Beach, California. Assessor's Parcel No. 4185-011-013
3. A 50% interest in real property located in Hermosa Beach, California. Assessor's Parcel No. 4185-010-017
- 4.
- 5.
- 6.
- 7.


THEODORE J. ROBLES, Trustor

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of RIVERSIDE)
On 09.14.15 before me, JOSE VALENZUELA - NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared THEODORE J. ROBLES
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Amendment to Living Trust

I, Theodore J. Robles, hereby amend Theodore J. Robles Revocable Trust, dated June 7, 1991, under the power reserved to the Settlor.

The following is deleted from the terms of Theodore J. Robles Revocable Trust:

Section 3.04 Paragraph B: All of the rest, residue, and remainder of the Trust Estate shall be distributed outright, and free of trust, to Mike Disbolis if he survives to receive distribution. If Mike Disbolis does not survive to receive distribution, then all the rest, residue and remainder of the Trust Estate shall be distributed outright, and free of Trust, to the City of Hope, a Nonprofit California Corporation.
Section 3.05 Disinheritance of Jennifer L. Robles.

The following is added to the terms of Theodore J. Robles Revocable Trust:

All of the rest, residue and remainder of the Trust Estate shall be distributed as follows:

1. To my daughter, Jennifer L. Robles, \$175,000 to be distributed in equal shares upon each reaching the age of 25, to her 7 children, Alex Hernandez, Johnathan Hernandez, Marciano Arriaga, Francesca Arriaga, Natascha Arriaga, Stephen Arriaga, Tatiana Arriaga.
2. To my niece, Virginia Chievera, \$100,000 to be distributed in shares of \$10,000 each to: Jonathan Ducazau, Lisa Ducazau, Michael Ducazau, Roger Little, Jr., Teresa Case, Nicholas Miliotios. The balance, \$40,000 to Virginia Chievera
3. To the Buddhist Medical Foundation of Wilmington, Ca., \$50,000
4. To the Wilmington Senior Center, \$50,000
5. To John Mendez Hall, \$50,000
6. To the City of Hope, \$100,000
7. To Martha's Kitchen, \$50,000
8. To Jewish Family Services of Palm Springs, Ca., \$50,000
9. To Veterans of Foreign Wars, \$50,000
10. To the Coachella Valley Animal Shelter, \$50,000
11. To the Rancho Mirage Library, \$50,000
12. To the Wounded Warrior Project, \$50,000
13. The rest and remainder of the Trust Estate to my Daughter, Jennifer Robles

Theodore J. Robles, Settlor

Signature: Theodore J. Robles

Date: Sept 14, 2015

THE LAW OFFICE OF
ADAMS & RAFFERTY, P.C.

BARRY L. ADAMS

PATRICK K. RAFFERTY
1951-2012

July 15, 2022

TO: ALL BENEFICIARIES AND POTENTIAL BENEFICIARIES

Re: Theodore J. Robles Revocable Trust, dated June 7, 1991, as amended on September 14, 2015

This firm represents Virginia Chavira, as trustee of the above-referenced Trust. The Trustee has asked me to communicate with all beneficiaries regarding the administration of the Trust and the distribution of the Trust. To that end, enclosed please find an Informal Accounting detailing the acts of Virginia Chavira as Trustee.

As you can see from the Informal Accounting, there are insufficient funds to satisfy the specific gifts directed by Theodore Robles in the amendment dated September 14, 2015. As set forth in the Amendment, the specific gifts equal \$825,000. Subtracting liabilities and a small set aside for a reserve for payment of taxes, tax preparation fees, attorney's fees and other potential unknown liabilities results in a short fall in funds to make a complete distribution of all of the specific gifts of the Trust.

Virginia Chavira has determined that it is prudent and appropriate at this time to distribute 95% of the specific distribution amounts to each individual and each charity named in the Trust.

It should be noted that John Ducazau was named in the Trust but he predeceased Theodore Robles and therefore his \$10,000 gift will be divided and distributed to his three children.

If available, an additional amount will be distributed to all beneficiaries after all of the expenses and other liabilities of the Trust have been satisfied. It appears that this amount will not constitute 100% of the specific gifts.

To proceed with the proposed distribution each of the beneficiaries will need to sign and return the enclosed Waiver of Formal Accounting, Waiver of Objections Against

OFFICES IN HUNTINGTON BEACH AND SANTA ROSA – ALL MAIL TO SANTA ROSA
532 MENDOCINO AVENUE, SUITE 104 • SANTA ROSA, CA 95401
TELEPHONE (707) 542-6644 • FAX (707) 528-3189
bladams@adamsandrafferty.com

Page 2
Letter to Beneficiaries
July 15, 2022

Actions of Trustee and Trust Accounting, Release of Trustee and Authorization of Make Partial Specific Distributions. The purpose of the document is to approve the accounting and to approve the distribution of the Trust on the terms set forth herein and avoid a formal accounting and a Court Petition that will delay payment many months.

If you are in agreement with the terms of the attached Document, please sign and return it in the enclosed envelope or scan, sign and email it to me at bladams@adamsandrafferty.com.

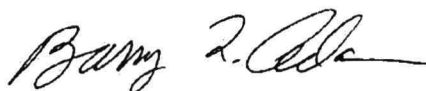
Individual beneficiaries need to provide their Social Security numbers and charity beneficiaries need to provide their EIN's next to the signature of each on the document. The IRS requires that the Social Security number and/or EIN of all beneficiaries be included in the Trust's final tax return. Please be advised that you may receive a form K-1 from the Trust for the tax year 2022 and that if received you must provide the form K-1 to your tax preparer for filing of your personal income tax returns for 2022. **Do not file your income tax return for 2022 prior to receiving the form K-1 from the Trust or receiving confirmation from the trustee that no K-1 will be issued.**

After receipt of the fully executed document from all beneficiaries, the Trustee will distribute 95% of each beneficiary's specific distribution amount to them.

If all beneficiaries do not sign and return the document, a petition will be filed with the Los Angeles Superior Court for approval of accounting and distribution. This will delay all distributions and cost the Trust additional money and further increase the short fall in the distribution amounts.

The signed documents can be returned by fax, email, or mailed to our office. Should you have any questions regarding the foregoing, please contact Virginia Chavira or the undersigned.

Sincerely yours,



BARRY L. ADAMS

Enclosures
cc: Client (w/ enclosures)

**WAIVER OF FORMAL ACCOUNTING, WAIVER OF OBJECTIONS AGAINST
ACTIONS OF TRUSTEE AND TRUST ACCOUNTING, RELEASE OF
TRUSTEE AND AUTHORIZATION TO MAKE PARTIAL SPECIFIC
DISTRIBUTIONS**

1. I, _____, am an authorized representative of Coachella Valley Animal Shelter (herein after the "charity"), which is a beneficiary of a specific gift of the Theodore J. Robles Revocable Trust Dated June 7, 1991, as amended on September 14, 2015 in the amount of \$ _____. THE CHARITY has received from Virginia Chavira an informal accounting for the period of December 14, 2021 to July 1, 2022 (hereafter the "Accounting"). THE CHARITY has been informed that it has three (3) years in which to file any objections to the Accounting or to the actions of the Trustee, or to file petitions relating to the actions of the Trustee during the period of the Accounting.

2. THE CHARITY hereby waives its right to a formal accounting by Virginia Chavira and hereby waives any right to file objections to the Accounting or to the actions of the Trustee, and also waives the right to file any other petitions with regard to the Trust or the actions of the Trustee.

3. THE CHARITY hereby approves the Accounting. THE CHARITY hereby waives any and all claims against the Trustee that it may have relating to the Accounting. THE CHARITY acknowledges that it has been provided with all financial documentation of the Trust that it has requested and desires. THE CHARITY hereby approves of all acts and transactions of the Trustee, Virginia Chavira, and fully and finally releases her from any and all liability for any and all acts taken as Trustee of the Theodore J. Robles Revocable Trust.

4. THE CHARITY acknowledges, agrees and consents to the Trustee making a 95% distribution of each and every one of the specific distributions of the trust. THE CHARITY understands and agrees that there is a short fall as the amount of funds in the trust are less than the amount of the specific gifts set forth in the Trust. THE CHARITY agrees to accept the 95% amount of my gift as complete satisfaction of its distribution amount and acknowledges that, depending on the additional amount of expenses of the Trust, THE CHARITY may receive an additional partial amount or it

may receive nothing further at all and agrees thereto. THE CHARITY understands and agrees that once the Trustee has completed the trust administration, including filing of tax returns and a waiting period thereafter, if funds are available, the trustee will distribute additional funds to all beneficiaries.

5. THE CHARITY has provided its EIN for tax purposes. THE CHARITY understands that it will be kept confidential, but is required for the Trust's final tax return.

DATED: _____

EIN

Income and Expenses incurred

Assets	Dollars	Comments
House - 44 Abby Rd, Rancho Mirage 92270	\$ 1,317,342.00	sold 2/10/21, anticipated net
Ameritrade, Administered by Hardworking Capital	\$ 54,210.53	proceeds from house
Car - Sold to Carvana	\$ 11,239.00	
EZ Services	\$ 3,193.00	
Rhea (plants and stools)	\$ 150.00	
Master Bedroom	\$ 1,000.00	
Jewelry - South Bay Gold	\$ 7,645.00	
Leather bedroom set w/chest	\$ 2,100.00	
Jennifer	\$ 1,650.00	
POTS	\$ 100.00	
Rentokil Refund	\$ 228.30	
IRS Stimulus	\$ 500.00	
Boeing	\$ 2,000.00	Pending
Refund from AAA	\$ 1,763.00	
Refund from AAA	\$ 114.00	
Refund from AAA	\$ 26.00	
Virgie - Patio Set & TV	\$ 1,200.00	
Refund from Reverse Mortgage	\$ 285.11	
Check from Ameritrade	\$ 184.04	
Jewelry - South Bay Gold	\$ 2,000.00	
Total Assets	\$ 1,406,929.98	
Liabilities		
Anticipated AAG Reverse Mortgage	\$ (539,432.02)	as of 2/28/22 (bal + def int)
Loan to Trust - Downpmt to Lawyer	\$ (7,500.00)	from VC/NM
Loan to Trust - HOA	\$ (740.00)	from VC/NM
Loan to Trust - ServPro (Mold Removal)	\$ (5,984.90)	from VC/NM
Loan to Trust - ServPro (Wall Repair)	\$ (2,892.68)	from VC/NM
Loan to Trust - Nahum Gardener	\$ (1,545.00)	from VC/NM
Loan to Trust - Painter (Paint Gates & Remove Awnings)	\$ (3,250.00)	from VC/NM
Loan to Trust - Neighbor's Wall	\$ (2,000.00)	from VC/NM
Loan to Trust - Annual SCE bill	\$ (3,827.51)	From VC/NM - Uncle opted to pay his electric bill
Buyers Credit	\$ (80.00)	
2021 Taxes	\$ (528.17)	
Repay Boeig - Pension Pmt	\$ (580,280.28)	

\$ 825,000.00 Total Beneficiaries Payout
 \$ 808,662.80 Anticipated Cash

Bank Account - Citibank

Deposits	Dollars
house proceeds	\$ 767,969.91
Ameritrade	\$ 54,210.53
Car - Sold to Carvana	\$ 11,239.00
EZ Services	\$ 3,193.00
Rhea (plants and stools)	\$ 150.00
Master Bedroom	\$ 1,000.00
Jewelry	\$ 7,645.00
Leather bedroom set w/chest	\$ 2,100.00
Jennifer	\$ 1,650.00
POTS	\$ 100.00
Rentokil (exterminator) Refund	\$ 228.30
IRS STIMULUS	\$ 500.00
Interest 3/31	\$ 2.20
Interest 4/30	\$ 6.53
Interest 5/31	\$ 6.98
Ameritrade Dividend	\$ 184.04
Reverse Mortgage Overpayment	\$ 285.11
Virgie - Patio set & TV	\$ 1,200.00
AAA	\$ 26.00
AAA	\$ 114.00
AAA	\$ 1,763.00
Jewelry	\$ 2,000.00
Jun Interest	\$ 6.76
	\$ 855,580.36

LOAN TO TRUST

Loan to Trust - Downpmt to Lawyer	\$ 7,500.00
Loan to Trust - HOA	\$ 740.00
Loan to Trust - ServPro (Mold Removal)	\$ 5,984.90
Loan to Trust - ServPro - Wall Repair	\$ 2,892.68
Loan to Trust - Nahum Gardener	\$ 1,545.00
Loan to Trust - Painter (Paint Gates & Remove Awnings)	\$ 3,250.00
Loan to Trust - Neighbor's Wall	\$ 2,000.00
Loan to Trust - Annual SCE bill	\$ 3,827.51
Monies repaid to VC/NM	\$ 27,740.09

Recap

Total Deposits	\$ 855,580.36
Monies repaid to VC/NM	\$ (27,740.09)
2021 Tax Preparation Fee	\$ (80.00)
Repay Boeig for Dec Retirement Pmt	\$ (528.17)
Current Bank Balance	\$ 827,232.10
Pending Boeig Pension	\$ 2,000.00

Anticipated Future Expenses

Executor fee 1% of assets	\$ (14,069.30)
2022 Estimated charge from Accountant	\$ (1,500.00)
Anticipated Lawyer fees	\$ (5,000.00)

\$ 808,662.80 Anticipated Cash on Hand

<u>Name</u>	<u>Relationship</u>	<u>Amount Listed</u>	<u>Name</u>	<u>Relationship</u>	<u>95%</u>
Jennifer Robles	Daughter	\$ 175,000.00	Alex Hernandez	Grandchild	\$166,250.00
			Jonathan Hernandez	Grandchild	
			Marciano Arriaga	Grandchild	
			Francesca Arriaga	Grandchild	
			Natascha Arriaga	Grandchild	
			Stephen Arriaga	Grandchild	
			Tatiana Arriaga	Grandchild	
Virginia Chavira	Niece	\$100,000.00	Michael Ducazau	Nephew	\$95,000.00
			Lisa Ducazau	Niece-in-law	
			Nick Millotis	Nephew	
			Theresa Case	Niece	
			Rodger Little Jr.	Nephew	
			John Ducazau's children	Died 11/9/21	
			Jon Ducazau	Nephew	
			Celina Adrid	Niece	
			Christine Kerr	Niece	
Family Members	\$ 275,000.00	Families Actual	\$261,250.00	Bank Balance	Anticipated Cas
Charities	\$ 550,000.00	Charities Actual	\$522,500.00	\$822,167.85	\$803,512.51
	\$ 825,000.00		\$783,750.00	Reserve	\$19,762.51

Buddhist Foundation	\$	50,000.00	95%	\$47,500.00
Wilmington Senior Center	\$	50,000.00		\$47,500.00
John Mendez Hall	\$	50,000.00		\$47,500.00
City of Hope	\$	100,000.00		\$95,000.00
Martha's Village & Kitchen	\$	50,000.00		\$47,500.00
Jewish Family Services of Palm Springs	\$	50,000.00		\$47,500.00
Veterans of Foreign Wars	\$	50,000.00		\$47,500.00
Coachella Valley Animal Shelter	\$	50,000.00		\$47,500.00
Rancho Mirage Library	\$	50,000.00		\$47,500.00
Wounded Warrior Project	\$	50,000.00		\$47,500.00
Total	\$	550,000.00		
Actual Total at 95%				\$522,500.00

**NOTIFICATION BY TRUSTEE
PURSUANT TO PROBATE CODE §16061.7**

Virginia Chavira, Trustee, gives notification of the following information regarding the Theodore J. Robles (the "Trust"), pursuant to California Probate Code Section 16061.7:

1. The Settlor of the Trust is Theodore J. Robles. The date of execution of the Trust is June 7, 1991. The Trust was amended on September 14, 2015. Settlor Theodore J. Robles died on December 14, 2021.

2. The name, mailing address and telephone number of the currently serving trustee of the Trust is:

Virginia Chavira
24917 Baypoint Avenue
Wilmington, CA 90744
Phone: (310) 748-4512

3. The address of the physical location where the principal place of administration of the Trust is located, pursuant to California Probate Code §17002, is:

24917 Baypoint Avenue
Wilmington, CA 90744

4. Any other additional information that is required by the terms of the Trust instrument: None.

5. You are entitled, upon reasonable request to the Trustee, to receive from the Trustee, a true and complete copy of the terms of the Trust. The Trustee is providing all beneficiaries with a true and complete copy of the Trust and the Amendment with this Notice.

6. The following notice is required to be given to you by law:

YOU MAY NOT BRING AN ACTION TO CONTEST THE TRUST MORE THAN 120 DAYS FROM THE DATE THIS NOTIFICATION BY THE TRUSTEE IS SERVED UPON YOU OR 60 DAYS FROM THE DAY ON WHICH A COPY OF THE TERMS OF THE TRUST IS MAILED OR PERSONALLY DELIVERED TO YOU IN RESPONSE TO YOUR REQUEST DURING THAT 120-DAY PERIOD, WHICHEVER IS LATER.

DATED: February 4, 2022



VIRGINIA CHAVIRA

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JULIA E. BURT, ESQ. (SBN 207585)
HEIDI RICHERT CLERC, ESQ. (SBN 264643)
BARBARA G. KNOX, ESQ. (SBN 153049)
BURT & ASSOCIATES
73200 El Paseo, Suite 1B
Palm Desert, California 92260
TELEPHONE: (760) 340-0034
FAX: (760) 340-0035

Attorney for IRWIN GUSTEN OHLSSON, JR. AND GAIL ROBERTA OHLSSON, Trustee

In the Matter of the
PAULINE V. RYCKAERT LIVING
TRUST, U.D.T. dated June 13, 2001

RIVERSIDE COUNTY DEPT OF
ANIMAL SERVICES

I, _____ on behalf of RIVERSIDE COUNTY DEPT OF ANIMAL SERVICES, hereby acknowledge receipt of the sum of \$21,428.55 from IRWIN GUSTEN OHLSSON, JR. AND GAIL ROBERTA OHLSSON as Trustee of the PAULINE V. RYCKAERT LIVING TRUST, U.D.T. dated June 13, 2001 as a preliminary distribution.

Dated: 10/7/21

By _____
RIVERSIDE COUNTY DEPT OF ANIMAL SERVICES

ANIMAL SERVICES
RECEIVED

JUN 02 2021

[Handwritten signature]

FROM: BURT + CLERC
ATTORNEYS

73200 El Paseo, Suite 1B
Palm Desert, CA 92260

TO:

Riverside County Dept of Animal Services
Coachella Valley Campus
6851 Van Buren Blvd.
Jurupa Valley, California 92509

RECEIVED

JUN 08 2021

COUNTY COUNSEL

[Handwritten signature]

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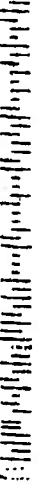
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COUNTY COUNSEL



FIRST CLASS MAIL
\$002.00
06/28/2021 10:49:56
043M302 4.73

US POSTAGE



May 28, 2021

TO THE BENEFICIARIES, HEIRS-AT-LAW AND OTHER PERSONS REQUIRING
NOTICE ON THE ATTACHED SERVICE LIST

Re: Pauline V. Ryckaert Living Trust dated June 13, 2001

Our firm represents Irwin Gusten Ohlsson, Jr. and Gail Roberta Ohlsson, the Successor Trustee of the Pauline V. Ryckaert Living Trust dated June 13, 2001 ("Trust"). To reduce any confusion that the trust administration process may create, the purpose of this letter is to briefly explain the process that will be undertaken by Gus and Gail with my assistance. You are free to contact me with questions, but please understand that our firm is counsel only to Mr. and Mrs. Ohlsson, as Trustees, and as such we cannot give you legal advice or assistance.

Enclosed are the Notice to Heirs and Beneficiaries under California Probate Code Section §16061.7 and Waiver of Right to Contest Trust.

The purpose of the Trust is to avoid probate. This purpose was accomplished to the extent assets were funded into the Trust before death or assets had beneficiary designations. Probate is a court-supervised procedure for administering a person's property and affairs after death. Probate tends to be slow and expensive.

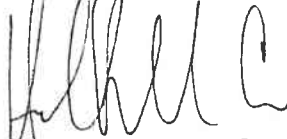
The first step in the trust administration process is to mail notification letters as outlined under California Probate Code Section §16061.7. You each have 120 days – from the date the Notice to Heirs and Beneficiaries was mailed – to contest the Trust. During this 120-day initial period, no distributions will be made.

However, enclosed is a Waiver of Right to Contest Trust, which waives the 120-day contest period. Should you wish to shorten the 120-day waiting period, you may execute the Waiver of Right to Contest Trust. If you would like to discuss this Waiver with an attorney, you are encouraged to do so.

For those of you that are beneficiaries a W-9 form is enclosed. No distributions can be made until this form is completed and returned to our office.

We hope this letter will adequately inform you of the status of the trust. As noted above, you are welcome to contact this office if you have additional questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Heidi Richert Clerc', written in a cursive style.

HEIDI RICHERT CLERC

heidrichertclerc.com

NOTICE TO HEIRS AND BENEFICIARIES UNDER PROBATE CODE §16061.7

Section 16061.7 of the Probate Code of the State of California requires notification to beneficiaries and heirs of the terms of the trusts and other persons entitled to notice. This is that notice. Probate Code Section 16061.7(g) lists information to be provided and it is as follows:

(1) The identity of the trustor of the trust and the date of execution of the trust instrument:

Trust Name: PAULINE V. RYCKAERT LIVING TRUST

Trustor: PAULINE V. RYCKAERT

Date of Execution: June 13, 2001, restated on May 31, 2011

(2) The name, mailing address and telephone number of IRWIN GUSTEN OHLSSON, JR. and GAIL ROBERTA OHLSSON, Trustees of Trust:

IRWIN GUSTEN OHLSSON, JR.
GAIL ROBERTA OHLSSON
27437 Eastvale Road
Rolling Hills, California 9027
(310) 377-2026

(3) The address of the physical location where the principal place of administration of the Trust is located:

Burt + Clerc
Attorneys at Law
73200 El Paseo, Suite 1B
Palm Desert, California 92260
(760) 340-0034
Attn: Heidi Richert Clerc
heidi@bclawgroup.com

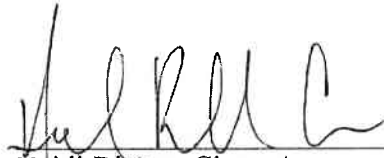
(4) Notification that you are entitled, upon reasonable request to IRWIN GUSTEN OHLSSON, JR. and GAIL ROBERTA OHLSSON, to receive from them a true and complete copy of the terms of the Trust. We have enclosed a copy for your convenience.

Enclosed with this letter are the following documents:

- (1) PAULINE V. RYCKAERT LIVING TRUST dated June 13, 2001 as restated on May 31, 2011; and
- (2) Will of PAULINE V. RYCKAERT dated May 31, 2011.

(5) You may not bring an action to contest the trust more than 120 days from the date this notification by the trustee is served upon you or 60 days from the date on which a copy of the terms of the trust is delivered to you during that 120 day period, whichever is later.

Dated: 5/28/2021


Heidi Richert Clerc, Attorney for
Irwin Gusten Ohlsson, Jr. and Gail Roberta
Ohlsson, Trustees

SERVICE LIST

Irwin Gusten Ohlsson, Jr. 27437 Eastvale Road Rolling Hills, California 90274	Successor Trustee & Beneficiary
Gail Roberta Ohlsson 27437 Eastvale Road Rolling Hills, California 90274	Successor Trustee & Beneficiary
Freddye Traisnel 10600 Mill Bridge McKinney, Texas 75070	Beneficiary
Riverside County Dept of Animal Services Coachella Valley Campus 6851 Van Buren Blvd. Jurupa Valley, California 92509	Beneficiary
Jacki Linberg 281 Oakwood Trail Fairview, Texas	Person entitled to Notice
SEE PROOF OF SERVICE ATTACHED	

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PROOF OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am an employee of BURT + CLERC and my business address is 73200 El Paseo, Suite 1B, Palm Desert, CA 92260. I am over the age of eighteen (18) years and not a party to or interested in the above-entitled action.

On May 28, 2021, I caused to be served in the manner indicated below the following documents:

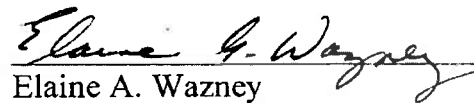
1. NOTICE TO HEIRS AND BENEFICIARIES UNDER PROBATE CODE SECTION 16061.7;
2. PAULINE V. RYCKAERT LIVING TRUST dated June 13, 2001; AND
3. Will of PAULINE V. RYCKAERT dated May 31, 2011.

X	MAIL, STATE or FEDERAL: I am readily familiar with the practice of this office for collection and processing of correspondence for mailing with the United States Postal Service. Pursuant to that practice, the above-referenced document was sealed and placed for collection and mailing with this office's First Class, Postage Prepaid Mail on this date, at my above address in accordance with ordinary office practice.
	BY OVERNIGHT DELIVERY: I served such envelope or package to be delivered on the same day to an authorized courier or driver authorized by the express service carrier to receive documents, in an envelope or package designated by the express service carrier.
	ELECTRONIC MAIL by personally transmitting the document via electronic mail between the hours of 9:00 A.M. and 5:00 P.M. to the electronic mail address set forth below and the transmission was not rejected or sent back undelivered.

To:
SEE MAILING LIST

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 28, 2021, at Palm Desert, California.


Elaine A. Wazney

**FIRST AMENDMENT AND RESTATEMENT OF
DECLARATION OF TRUST
THE PAULINE V. RYCKAERT LIVING TRUST
DATED JUNE 13, 2001**

THIS FIRST AMENDMENT AND RESTATEMENT OF DECLARATION OF TRUST is made between PAULINE V. RYCKAERT, "Trustee," and PAULINE V. RYCKAERT, "Settlor," as follows:

Recitals:

A. Settlor entered into a Declaration of Trust (hereafter, the "Trust") known as "THE PAULINE V. RYCKAERT LIVING TRUST" on June 13, 2001, with PAULINE V. RYCKAERT as Trustee.

B. Paragraph 1 of ARTICLE I of the Trust provides that the Settlor may amend the Trust in whole or in part by written notice to the Trustee. This First Amendment and Restatement is made in accordance with such Paragraph 1. Settlor intends by this First Amendment and Restatement to amend and restate the Trust in its entirety such that it reads as follows.

Name:

THIS TRUST shall continue to be known and identified as "THE PAULINE V. RYCKAERT LIVING TRUST DATED JUNE 13, 2001, As Amended".

Parties:

PAULINE V. RYCKAERT, also known as PAULINE VIRGINIA RYCKAERT and formerly as PAULINE VIRGINIA STACEY, hereafter, the "Trustee," declares that PAULINE V. RYCKAERT, hereafter, the "Settlor," has transferred to the Trustee without consideration the property described in Schedule "A" attached to this instrument.

Trust Estate:

With the consent of the Trustee, any person may contribute additional property to this trust, and all property now or hereafter subject to this trust shall constitute the trust estate and shall be managed and distributed as hereinafter provided. Settlor may add a schedule to this instrument listing the assets or some of them subject to this trust. Notwithstanding the foregoing, property otherwise transferred to the trust shall be an asset of the trust, even though such transfer is not listed on the appropriate schedule.

Settlor's Family:

At the time of execution of this Declaration of Trust, the Settlor is not married, her husband having predeceased her. Settlor has no living children. Settlor has one (1) deceased child named MICHELE YVONNE RYCKAERT LEFCOE who was born on June 16, 1944 and was deceased on July 26, 2005 without living issue. The terms "child", "children", and "issue" as used in this instrument shall include afterborn persons and persons adopted while a minor, and their issue; but such terms shall not include reference to persons adopted while an adult, or persons in a stepchild or foster child relationship, or their issue.

ARTICLE I

RIGHTS RESERVED BY SETTLOR

1. **Revocation or Amendment.** The Settlor may alter, amend or revoke this trust in whole or in part by written notice to the Trustee. On revocation the Trustee shall deliver all or the designated portion of the trust property to the Settlor. Upon the death of Settlor, this Trust may not be altered, amended or revoked by any person.

2. **Power as Personal.** The powers of the Settlor to alter, amend or revoke this instrument are personal to the Settlor and shall not be exercised by any guardian, conservator or other person, except if authorized, after notice to the Trustee and all beneficiaries, by the court that appointed the guardian or conservator.

3. **Indemnification.** Upon revocation, the Settlor shall pay all sums due the Trustee and indemnify the Trustee in a manner satisfactory to it against liability lawfully incurred in the administration of the trust.

ARTICLE II

ADMINISTRATION OF THE TRUST ESTATE

DURING SETTLOR'S LIFETIME

1. **Distributions of Income and Principal.** At least quarterly, the Trustee shall pay to or apply for the benefit of the Settlor the net income of the trust estate. At the request of Settlor, the Trustee shall pay to Settlor as much of the principal of the trust estate as Settlor may request.

2. **Residence.** The Settlor shall have the right to occupy, rent-free, any real property owned by the trust from time to time and to use the furniture and furnishings located therein. The Trustee, upon the request of Settlor shall, or when the Settlor ceases to occupy the residence may, sell the residence and, if the Settlor so directs, purchase or build another comparable residence to be used as a home for the Settlor and so on from time to time. The Trustee shall pay such portion of the

mortgage or trust deed payment, property taxes, assessments, insurance, maintenance and ordinary repairs on such property as is proportional to the interest in such property held in the trust. Such payments may be made out of the principal or income of the trust estate as the Trustee, in the Trustee's discretion, shall determine.

3. Incapacity. If, either in the Settlor's discretion or as determined in accordance with Paragraph 11 of ARTICLE VII, the Settlor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared Settlor incompetent, mentally ill, or in need of a conservator, the Successor Trustee as designated in Paragraph 1 of ARTICLE VI below shall apply for the benefit of Settlor the amounts of net income and principal necessary in the Trustee's discretion for the proper care, comfort and support of Settlor in accordance with Settlor's accustomed manner of living at the date of this instrument, until the Settlor, either in the Trustee's discretion or as determined in accordance with Paragraph 11 of ARTICLE VII, is again able to manage Settlor's own affairs. Any income in excess of the amounts applied for the benefit of the Settlor shall be accumulated and added to principal of the trust estate. If a conservator of the person or the estate is appointed for Settlor, the Trustee shall take into account any payments made for Settlor's benefit by the conservator.

4. Payments to Others. The Settlor may direct the Trustee to pay single sums or periodic payments out of the trust estate to any other person or organization, provided that the Settlor is competent to give such direction and/or to make such gifts. During Settlor's incapacity or when in the Trustee's judgment reasonable doubt exists regarding the capacity of Settlor, and if an agent of the Settlor under a duly executed durable power of attorney requests distributions to continue any gift-giving program which the Settlor had previously commenced in order to make use of the available federal gift tax annual exclusion, the Trustee shall make the requested distribution(s) to such agent provided that the agent has the express power to make gifts and has the power to revoke the Trust for this purpose. Such gifts may be made outright or in trust.

5. Schedule of Tangible Personal Effects. The Settlor may at any time, or from time to time, prepare, date and sign a schedule of tangible personal effects, including but not limited to Settlor's jewelry, clothing, furniture or furnishings, and shall state the beneficiary of each such item. Settlor shall place the original or a copy of such schedule with the Settlor's copy or the original of this Trust instrument. The Trustee is instructed to distribute each such item to the stated recipient, if then living, after Settlor's death, in accordance with the latest such schedule. In the event no such schedule is found, or the schedule does not make complete disposition of all of Settlor's personal effects, or the stated beneficiary has predeceased Settlor and the schedule does not provide an alternate beneficiary, then all such personal effects for which provision is not made shall be distributed as follows. Settlor's

“world” gold necklace and chain shall be distributed to LYNN LAVORIN, if she is then living, and if not, then such “world” gold necklace and chain shall be distributed with Settlor’s other jewelry. All other jewelry of Settlor and Settlor’s clothing not otherwise distributed pursuant to a schedule of tangible personal effects shall either be donated to one or more charities as selected by the Trustee or be sold, and the proceeds of sale shall pass to and be distributed with the residue of the trust estate. All other tangible personal effects, including household furniture and furnishings and personal automobiles, not otherwise distributed pursuant to a schedule of tangible personal effects shall be distributed equally to IRWIN GUSTEN (“GUS”) OHLSSON, JR. and GAIL ROBERTA OHLSSON, or all to the survivor of them if one of them predeceases Settlor, and if both predecease Settlor, such items shall pass to and become part of the residue of the trust estate.

The Trustee shall represent any child under age eighteen (18) in all matters relating to any distribution under this Paragraph 5, including selection of the assets that shall constitute that child's share, and the Trustee may sell for the child's account any part of that child's share. Any property or its proceeds distributable to a child under age eighteen (18) pursuant to this Paragraph 5 may be delivered without bond to any suitable person with whom the child resides or who has the care or control of such child.

The Trustee shall have the power to sell tangible personal property items which the beneficiaries do not wish to retain, or about which there is disagreement regarding distribution, and distribute proceeds of sale with the residue of the trust estate. The Trustee shall also have the power to give items of little or no value to one or more charities of the Trustee’s choice. The Trustee shall pay as an administrative expense of the trust all expenses related to sorting, packing, insuring and shipping of tangible personal property.

ARTICLE III
ADMINISTRATION AND DISTRIBUTION OF
THE TRUST ESTATE UPON THE DEATH OF SETTLOR

Upon the death of the Settlor, the Trustee shall administer and distribute the trust estate as follows:

1. **Payment of Taxes, Fees and Expenses.** At the death of the Settlor and prior to any distribution under this Article, the Trustee may pay the debts, last illness and funeral expenses of the Settlor and attorneys' fees, executor's commissions and other costs incurred in administering Settlor's probate estate. All death taxes shall be paid in accordance with Paragraph 12 of ARTICLE VII. The Trustee's selection of assets to be sold to pay expenses and taxes or to satisfy any pecuniary gifts, and the tax effects thereof, shall not be subject to question by any beneficiary.

2. **Distribution of Trust Estate.** After making payment of taxes, fees and expenses in accordance with Paragraph 1 of this ARTICLE III, and distributing personal effects of Settlor in accordance with Paragraph 5 of ARTICLE II, the Trustee shall distribute all of the net trust estate as follows:

(a) **Distribution of Specific Gifts.**

(1) **Pets.** The Trustee shall distribute Settlor's then living pet(s), if any, to IRWIN GUSTEN ("GUS") OHLSSON, JR. and GAIL ROBERTA OHLSSON, if each survives Settlor, or to the survivor of them if one of them fails to survive Settlor. If IRWIN GUSTEN ("GUS") OHLSSON, JR. and GAIL ROBERTA OHLSSON, or the survivor of them as the case may be, are unable or unwilling to accept such pet(s), then the Trustee shall find a loving home for such pet(s).

(2) **Personal Residence.** The Trustee shall distribute Settlor's personal residence located at 173 Via Tramonto, Palm Desert, California, if then a part of the trust estate, and if it is not a part of the trust estate, then Settlor's successor primary residential home, if any, together with all furniture and furnishings therein, but excluding any tangible personal property items located in such residence which may be described in the Schedule of Tangible Personal Effects under Paragraph 5 of ARTICLE II, equally to IRWIN GUSTEN ("GUS") OHLSSON, JR. and GAIL ROBERTA OHLSSON, if each survives Settlor, or all to the survivor of them if one of them fails to survive Settlor, outright and free of trust.

(b) **Distribution of Residue.** After making the specific gifts under Paragraph 2(a) above, the Trustee shall distribute the remaining trust estate, outright and free of trust, as follows:

(1) Thirty percent (30%) thereof to the RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES, COACHELLA VALLEY ANIMAL CAMPUS, located at 72050 Pet Land Place, Thousand Palms, CA 92276, if then in existence and if it has tax exempt status, and if not then in existence or if it does not have tax exempt status, this gift shall lapse and augment proportionately the shares of the other residuary beneficiaries under this Paragraph 2(b);

(2) Thirty percent (30%) thereof equally to IRWIN GUSTEN ("GUS") OHLSSON, JR. and GAIL ROBERTA OHLSSON, if both survive Settlor, or all to the survivor of them if one of them fails to survive Settlor, and if both fail to survive Settlor, this gift shall lapse and augment proportionately the shares of the other residuary beneficiaries under this Paragraph 2(b);

(3) Thirty percent (30%) thereof to PAULA CONRAD MENGLER, if she survives Settlor, and if she does not survive Settlor, this gift shall lapse and

augment proportionately the shares of the other residuary beneficiaries under this Paragraph 2(b); and,

(4) Ten percent (10%) thereof to FREDDYE TRASNEL, if she survives Settlor, and if she does not survive Settlor, then to her daughter JACKI LINBERG, if she survives Settlor, and if she does not survive Settlor, this gift shall lapse and augment proportionately the shares of the other residuary beneficiaries under this Paragraph 2(b).

3. **Alternate Distribution.** If, before full distribution of the trust estate, Settlor and all her beneficiaries described in Paragraph 2 above are deceased and no other disposition of the property is directed by this instrument, the trust estate or the portion of it then remaining shall be distributed to those persons who would then be Settlor's heirs, such heirs to be determined as though Settlor had deceased as of that point in time, and according to the laws of the State of California then in effect relating to the succession of separate property not acquired from a predeceased spouse, parent or grandparent.

4. **Rule Against Perpetuities.** Unless sooner terminated in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate twenty-one (21) years after the death of the Settlor and any beneficiaries and issue of beneficiaries of Settlor who are living at the time of Settlor's death. The principal and undistributed income of a terminated trust shall be distributed to the then income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. If at the time of such termination the rights to income are not fixed by the terms of the trust, distribution under this Paragraph 4 shall be made by right of representation, to the persons who are entitled or authorized, in the Trustee's discretion, to receive trust payments.

ARTICLE IV **POWERS OF TRUSTEE**

In administering the trust estate, the Trustee has the following powers, in addition to those powers set forth in California Probate Code Sections 16200, et seq., which provisions are incorporated herein by this reference and copies of which provisions may be physically appended hereto and given to transfer agents or other third parties who may require the exact wording of the provisions incorporated herein by this reference.

1. **Power to Operate Businesses.** To continue, operate or participate in the operation of, at the risk of the Trust estate, any business received or acquired by the Trustee as long as the Trustee deems advisable; to incorporate, reorganize, consolidate, merge, liquidate, dissolve or otherwise change the form of the organization of the business; to engage in business as sole

proprietor, or as a general or limited partner, or as a member of a limited liability company, with all of the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any business or related property as tenant in common or as a tenant in partnership.

2. Power With Respect to Trust Property. To retain, hold, control, manage, insure, lease (for terms within or beyond the term of this trust and with or without the option to purchase or renew), grant options on, sell (for cash or on deferred payments; at public or private sale; with or without notice), transfer, convey, exchange, encumber, divide, subdivide, partition, improve, repair, demolish and abandon trust property received or acquired by Trustee. The Trustee shall have no duty to diversify investments and shall have the authority to retain nonproductive assets.

3. Power to Borrow and Invest. To borrow money from any person for any trust purpose on terms and conditions that are fair and reasonable under the circumstances and to obligate the Trust Estate for repayment, by encumbrance or otherwise; to invest and reinvest the Trust Estate in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, subscriptions, conversion rights, shares of investment trusts, investment companies, mutual funds, and mortgage participation bonds, and securities of every nature (including "short" sales), puts, calls, straddles and other options of every kind and nature, and contracts for the future delivery of commodities of every nature, on margin or otherwise; and for such purpose to maintain and operate margin and commodity accounts with brokers; and in connection therewith, to borrow money and to pledge any and all stocks, bonds, securities, commodities and contracts for the future delivery thereof, held or purchased by the Trustee, with such brokers as security for loans; and to hold such assets in the name of a nominee or in another form without disclosure of this trust instrument so that title to the corporate obligation may pass by delivery or deposit the same in a securities depository; and to exercise all rights accorded to holders of such assets, including but not limited to voting, giving proxies, waiving notice, giving consent and approving, ratifying and confirming actions taken by other holders of such assets.

4. Power to Purchase Property From Settlor's Probate Estate. To purchase estate assets from or lend money to the probate estate of Settlor consistent with the Trustee's fiduciary duties.

5. Deal with Environmental Hazards. The Trustee has the power to perform all environmental inspections of trust property deemed advisable by the Trustee at the expense of the trust, before or after such trust or trust property is accepted by the Trustee. The Trustee shall have the right to decline to accept any property as part of the trust based on the results of any such

inspections, but may continue to act as Trustee with respect to other trust property which is accepted by the Trustee. The Trustee has the power and authority to undertake any remedial measures with respect to any trust property which the Trustee deems necessary or advisable in order to comply with all environmental laws, and to compromise environmental liability claims on terms deemed advisable by the Trustee, all at trust expense. The Trustee has the power and authority to regularly inspect and monitor trust property for environmental compliance at trust expense and at the risk of the trust. The Trustee shall have no personal liability for environmental laws. The Trustee may disclaim any power that might subject the Trustee to personal liability for environmental violations.

6. **Expenses of Trust.** To pay out of the principal or income, or both, expenses and fees incurred in the administration or protection of the trust and its assets.

7. **Powers Relating to Distribution of Trust Property.** If the Trustee is required to divide the trust estate into parts or shares for distribution, the Trustee may divide it and distribute the trust assets in kind, or partly in kind and partly in money. The Trustee also may sell trust assets to facilitate this division and distribution. The Trustee may also distribute divided and undivided interests in the trust estate and adjust for any resulting differences in valuation. Any distributions in kind may be made on a pro rata or non-pro rata basis.

8. **Uniform Principal and Income Act to Govern.** Where applicable, the California Uniform Principal and Income Act (California Probate Code Sections 16320 et seq., which provisions are incorporated herein by this reference) governs all determinations made by the Trustee. The Trustee has the discretion to determine any matters concerning the determination and allocation of principal and income, or receipts and expenses which are not provided for in that Act or in this instrument or to determine any matters for which discretion is granted to the Trustee under such Act.

9. **Power to Employ Agents.** To employ such agents, brokers, investment counsel or advisors, attorneys, accountants and assistants, even if they are associated or affiliated with Trustee, as the Trustee may deem necessary or proper in exercising these powers or in carrying out the terms of this trust. Specifically, the Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said manager investment discretion. Such appointment shall include the power to acquire and dispose of such assets.

10. **Power to Consider Tax Consequences of Distributions.** When determining whether to distribute income or principal authorized by this trust, to consider the tax consequences to the trust and to the beneficiaries to whom distribution may be made.

11. **Power to Receive Insurance Proceeds.** To collect and receive all sums made payable to this trust as beneficiary of policies of insurance of any kind; to exercise settlement options under any policy; and to compromise, arbitrate or otherwise adjust claims upon any of the policies.

12. **Loans.** To make loans out of the trust estate to the beneficiary on terms and conditions that are fair and reasonable under the circumstances and to guarantee loans to the beneficiary by encumbrances on the trust estate.

13. **Accounts.** To open checking and/or savings accounts and/or rent safe deposit boxes with any institution(s) empowered to accept the same, including any which may be a Trustee hereunder.

14. **Contested Proceedings.** To pay, contest, compromise, submit to arbitration, release with or without consideration or otherwise adjust claims in favor of or against the trust estate; to institute, compromise, and defend actions, claims and proceedings; to otherwise protect and defend the trust estate in any appropriate legal forum.

ARTICLE V

PROVISIONS RELATING TO POLICIES OF LIFE INSURANCE

The rights, powers and obligations of the Trustee and of the owner of any life insurance policy the proceeds from which are payable to this trust shall be as follows:

1. **Obligations of Trustee.** The Trustee is not required to pay premiums on any of the policies or otherwise to keep them in force.

2. **Rights of the Policy Owner.** The owner of each policy made payable to the trust reserves all rights conferred on the owner by the terms of the policies, including but not limited to, the right to change its beneficiary designation, to hypothecate the policy and to borrow funds from the insurer, and nothing in this instrument shall be construed as giving to the Trustee any incidents of ownership of the policies as that term is defined in Internal Revenue Code Section 2042. Sickness, disability or other benefits, and all dividends accruing during the insured's lifetime, may be paid by the insurer to the owner. The Trustee shall not be responsible for acts or omissions of the Settlor relating to any insurance policy.

3. **Collection of Proceeds.** The Trustee shall use reasonable efforts to collect all sums payable on the policies when due, and these sums shall become principal of the Trust Estate, 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 the manner provided in this Trust and by taking into consideration the ownership of the policy immediately preceding the death of the insured.

4. **Settlement Options.** The Trustee may exercise any settlement options under any policy. The Trustee may compromise, arbitrate or otherwise adjust claims upon any of the policies. The receipt of the Trustee to the insurer shall be a full discharge, and the insurer is not required to see to the application of the proceeds.

5. **Trustee's Nonresponsibility.** The Trustee shall not be responsible for any acts or omissions of the Settlor in connection with or relating to any policy and shall not be required to prosecute any action to collect any insurance or to defend any action relating to any policy unless indemnified in manner and amount satisfactory to it.

ARTICLE VI
RESIGNATION, APPOINTMENT OF SUCCESSOR,
AND COMPENSATION OF TRUSTEE

1. **Successor Trustee.**

(a) If Settlor PAULINE V. RYCKAERT fails to qualify or ceases to act as Trustee, whether due to incapacity, death, resignation or otherwise, the Settlor appoints IRWIN GUSTEN ("GUS") OHLSSON, JR. and GAIL ROBERTA OHLSSON as Successor Co-Trustees. If either GUSTEN ("GUS") OHLSSON, JR. or GAIL ROBERTA OHLSSON fails to qualify or ceases to act as Trustee for any of the above-stated reasons, Settlor appoints the other of them as sole Successor Trustee.

(b) Any Successor Trustee or any two (2) or more Co-Trustees acting together hereunder shall have the power to be exercised from time to time by a signed, notarized writing to appoint or remove an additional Co-Trustee or a Special Trustee and to designate the duties and powers of such Co-Trustee or Special Trustee. Such Co-Trustee or Special Trustee shall serve only for the period of time designated by the appointing Trustee(s), which in no case shall exceed the term of service of the appointing Trustee(s).

(c) The last-named and acting Successor Trustee hereunder shall have the power to nominate one or more Successor Trustees to serve when the acting Trustee fails to serve for any reason, from time to time by a signed, notarized writing delivered to those beneficiaries entitled to mandatory or discretionary income distributions of the trust, or if none, to the remainder beneficiaries of the trust. Such nomination shall be effective upon the nominee's written acceptance of the trust, and shall not require court confirmation.

2. **Resignation of Trustee.** The Trustee may resign at any time. Upon resignation, a successor Trustee shall be appointed as provided in Paragraph 1 above, or, if no successor Trustee or procedure for selecting a successor Trust is specified in that Paragraph, a

successor shall be appointed by the resigning Trustee, which successor shall neither be a beneficiary nor any other person interested in the trust. If a successor is not so appointed, it shall be appointed by a court of competent jurisdiction upon petition by the resigning Trustee or of any person interested in the trust.

3. **Compensation for Trustee.** Any individual or institution who acts as Trustee shall be entitled to receive reasonable compensation for ordinary services, for any extraordinary services and for all services in connection with termination or revocation of the trust in whole or in part. Compensation for a corporate trustee shall be deemed reasonable if in accordance with its schedule of fees applied to trusts of like size and complexity. Compensation for a professional person acting as Trustee shall be deemed reasonable if in accordance with his or her professional fees for like services. Such compensation is exclusive of and in addition to expenses described in Paragraph 4 below.

4. **Trustee Expenses.** The Trustee shall be entitled to charge the trust estate of all trusts hereunder with his or her reasonable expenses, in addition to the Trustee fee described in Paragraph 3 above, and the fees and expenses of such agents, attorneys, accountants and advisors as the Trustee may employ during the administration of such trusts.

ARTICLE VII

GENERAL PROVISIONS

1. **Trustee's Standard of Care; Prudent Investor Rule.** The Trustee may, in the Trustee's discretion, invest and reinvest trust funds in every kind of property (real, personal, or mixed) and every kind of investment appropriate under the then-prevailing circumstances (specifically including, but not limited to, the factors set out in Probate Code Section 16047(c)): general economic conditions; the possible effect of inflation or deflation; the expected tax consequences of investment decisions or strategies; the role that each investment or course of action plays within the overall trust portfolio; the expected total return from income and the appreciation of capital; other resources of the beneficiaries known to the trustee as determined from information provided by the beneficiaries; needs for liquidity, regularity of income, and preservation or appreciation of capital; and an asset's special relationship or special value, if any, to the purposes of the trust or to one or more of the beneficiaries. In so doing, the Trustee shall exercise care, skill and caution to attain the Settlor's goals under this instrument. The Trustee shall consider individual investments as part of an overall investment strategy having risk and return objectives reasonably suited to the purposes of the Trust. The Trustee is not liable to a beneficiary for the Trustee's good faith reliance on these express provisions.

2. **Exercise of Discretion.** Where the Trustee is granted discretion under this trust, his or her discretion shall be sole and absolute and any action taken or refrained from by the Trustee in good faith shall be binding and conclusive upon all persons interested in the trust.

3. **Additions to Trust.** The Trustee is authorized to add to the principal of any trust created under this instrument any and all other property which the Settlor, or any other person, shall elect to add to such principal, by inter vivos, testamentary or other disposition.

4. **Fiduciary Liability.** Except for any matter involving a Trustee's own individual willful misconduct or clear negligence, no Trustee hereunder shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken hereunder if in good faith and reasonably believed by the Trustee to be in accordance with the provisions and intent hereof. No Trustee hereunder shall be liable for any action taken or not taken in reliance on the opinion of any counsel, agent or other representative, provided such counsel, agent or other representative was selected by the Trustee with reasonable care and in good faith. No Trustee acting hereunder shall be held responsible for the willful or negligent defaults of any prior Trustee; nor shall it be the duty of any Successor Trustee to audit or obtain an auditing of the Trust Estate or to demand an accounting by any prior Trustee or to investigate the administration of the Trust Estate of any prior Trustee; nor shall it be the duty of any Successor Trustee to initiate or conduct any proceedings to redress a breach of trust committed by a prior Trustee, unless so requested in writing by a person having a present or future beneficial interest under a Trust hereunder. Each Successor Trustee shall be chargeable only with the assets delivered to it by the prior Trustee. No bond shall be required of any person named in this Trust as Trustee, or of any other person appointed as the Trustee in the manner specified herein, for the faithful performance of its duties as Trustee.

5. **Spendthrift Provision.** The interests of all beneficiaries in principal or income shall not be subject to claims of their creditors or others or to legal process and may not be voluntarily or involuntarily alienated or encumbered.

6. **Payments to Minors and Adult Disabled Beneficiaries.** The Trustee may make payments to a minor or to an adult beneficiary under disability by making payments to the guardian or conservator of his or her person or to any suitable person with whom he or she resides, or the Trustee may apply the payments directly for the beneficiary's benefit. Payments to a minor may be made to a person selected by the Trustee, who may be the Trustee, to serve as Custodian for such beneficiary under the applicable Uniform Transfers (or Gifts) to Minors Act until the minor reaches either age eighteen (18) or twenty-one (21) as determined in the sole discretion of the

Trustee. Payments may be made directly to a minor if, in the Trustee's discretion, he or she is of sufficient age and maturity to receive them.

7. **Division of Trust.** The Trustee is not required to divide the trust physically except on termination, but the Trustee shall keep separate accounts for any different undivided interests.

8. **Termination When Share Is Small.** If the trust share held for any beneficiary who is over eighteen (18) years has a total value at the end of any calendar year of less than Forty Thousand Dollars (\$40,000.00), or such greater sum as may be stated from time to time in California Probate Code Section 15408(b), or its successor statute, the Trustee, in the Trustee's discretion, may distribute the trust share to that beneficiary and terminate the trust for that beneficiary.

9. **Intentional Omission; No Contest Clause.** The Settlor has intentionally and with full knowledge omitted to provide in this document for any person or persons not mentioned herein who, if the Settlor died intestate, would be entitled to share in his or her estate as an heir at law or otherwise. In the event any provision of this Paragraph 9 is found to be invalid or unenforceable under California law, the unenforceable or invalid provision(s) shall be severed and the remaining provisions shall remain in full force and effect.

(a) **In General.** If any person, singly or in conjunction with any other person or persons, directly or indirectly, and without probable cause, contests or attacks this Trust, this First Amendment and Restatement of Declaration of Trust, each and every Amendment to the Trust, the Will of the Settlor or the validity of any trust under this Trust or any beneficiary designation for insurance, employee benefits, deferred compensation and other assets passing outside the Trust or the Settlor's Will which are in the form of a testamentary transfer (collectively, the "Documents" or individually, a "Document") or seeks to obtain an adjudication in any proceeding in any court that a Document is void or otherwise seeks to void, nullify or set aside a Document or any of its provisions (including on grounds of forgery, lack of due execution, lack of capacity, menace, duress, fraud or undue influence, revocation of a will or trust or disqualification of a beneficiary, all as described in California Probate Code Section 21310(b)), or conspires with or voluntarily assists anyone attempting to do any of these things, then all gifts to and interests of that person under the Trust, this First Amendment and Restatement of Declaration of Trust, any amendment to the Trust and all trusts hereunder shall be forfeited and shall be allocated to or in trust for such beneficiaries who have not participated in such acts or proceedings in the same manner as if that person had predeceased the Settlor without leaving surviving issue. The Trustee is hereby authorized to defend, at the expense of the trust estate, any matter described in this Paragraph 9 and

any other action or matter that would interfere with the disposition of assets of the trust estate pursuant to the Settlor's estate plan as provided in the Documents.

(b) **Definitions.** For purposes of Paragraph 9(a), the words "contest," "attack," or "seek to obtain an adjudication" include, without limitation, any claims (including creditor claims) asserted against a Document or any other assets encompassed by the Settlor's estate plan based on: (i) a "quantum meruit" theory; (ii) a constructive trust theory; or (iii) any alleged oral agreement (or an alleged written agreement that is to be proved by parol evidence) claiming that the Settlor agreed to give or bequeath anything to such person, whether or not such alleged agreement is also alleged to be made in consideration for the provision of personal or other services to the Settlor. The words "contest," "attack," or "seek to obtain an adjudication" shall also include a pleading to challenge a transfer of property on the grounds that it was not the Settlor's property at the time of the transfer. For purposes of this Paragraph 9, the term "contestant" shall include any person encompassed by Paragraph 9(a).

(c) **Expenses Of Contest.** Notwithstanding the foregoing provisions of this Paragraph 9, if the Trustee is unsuccessful in defending any matter or action described in Paragraph 9(a) and does not settle such matter or action and if for any reason the gifts to and interests of the contestant under a Document are not forfeited, all of the costs of such defense shall be charged against the gifts to and interests of the contestant under the Document, and all gifts to and interests of the contestant under the Document shall be reduced on a dollar-for-dollar basis by the aggregate net value, as determined by the Trustee, of all real and personal property passing to or distributable to or for the benefit of the contestant as a result of such matter or action, including, without limitation, assets of the trust estate or the Settlor's probate estate, insurance proceeds, employee benefits and deferred compensation. In making any settlement of such matter or action pursuant to Paragraph 9(a), the Trustee shall consider the foregoing provisions of this Paragraph and shall abide by them to the extent possible.

(d) **Settlements Discouraged.** The Settlor cautions the Trustee against settling any contest or attack against a Document or any attempt to obtain an adjudication that would interfere with the Settlor's estate plan and direct that, prior to the settlement of any such action short of a trial court judgment or jury verdict, the Trustee seek approval of any such settlement from the appropriate Court having jurisdiction over this trust pursuant to California Probate Code §17200 et seq. In ruling on any such petition for settlement, the Settlor requests the Court to take into account the Settlor's firm belief that no person contesting or attacking the Settlor's estate plan should take or receive any benefit from the trust estate or from the Settlor's estate under any theory and,

therefore, no settlement should be approved by the Court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the trust estate and the Settlor's estate plan.

10. Accounting By Trustee. During the lifetime of Settlor, the Trustee shall account only to the Settlor, and Settlor's written approval shall be final and conclusive with respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and contingent beneficiaries. In the event Settlor is not Trustee, or following Settlor's death, the Trustee shall render an accounting, from time to time, but not less frequently than every year after any prior accounting, regarding the transactions of any trust created in this instrument.

(a) Accountings shall be made by delivering a written accounting to each beneficiary entitled to current income or principal distributions, or if there are no current income beneficiaries, to each beneficiary entitled to distribution of income or principal in the discretion of the Trustee, and to each remainder beneficiary. If any person entitled to receive an accounting is a minor or is disabled, the accounting shall be delivered to his or her parents or the guardian of his or her person if a minor or to the guardian or conservator of his or her person if disabled.

(b) Unless any beneficiary, including parents, guardians, or conservators of beneficiaries, shall deliver a written objection to the Trustee within one hundred eighty (180) days after receipt of the Trustee's account, the account shall be final and conclusive concerning transactions disclosed in the account and shall be binding on all beneficiaries of the trust, including unborn, unascertained, and contingent beneficiaries.

(c) After settlement of the account by agreement of the parties objecting to it or by expiration of the 180-day period, the Trustee shall no longer be liable to any beneficiary of the trust, including unborn, unascertained, and contingent beneficiaries, for transactions disclosed in the account, except for the Trustee's intentional wrongdoing or fraud.

11. "Incapacity" Defined. The words "incapacity" or "incapacitated" as used in this instrument shall be deemed to include not only a person who has been judicially declared incompetent and a person for whom a guardian or conservator of the person or estate or both shall have been appointed, but also a person who shall, by reason of physical or mental disability, be prevented from handling such person's own affairs in a normal and prudent manner. Such disability shall be evidenced by the written certification of such person's attending physician and the Trustee may act in reliance upon said certification in the absence of bad faith or gross negligence. The Trustee may conclusively assume that a person is not incapacitated unless the Trustee is in receipt of such physician's certification or unless the person shall have been judicially declared incompetent or is under a guardianship or conservatorship of such person's person, estate or both. Once a person

is certified by a physician to be incapacitated, such person shall be deemed to have restored capacity by a like certification of the person's attending physician.

12. Payment of Estate and Generation-Skipping Transfer Taxes.

(a) **Payment of Estate Taxes Attributable to Trust Assets.** Subject to the following provisions of this Paragraph 12(a), all estate, inheritance and similar death taxes (but not generation skipping transfer taxes) attributable to the trust estate and occasioned by the death of the Settlor shall be paid by, charged to and recovered from the persons, including trusts, receiving taxable benefits under this document in accordance with the principles of California Probate Code §20110 and related sections, after giving effect to Internal Revenue Code §2207A. Unless specifically provided to the contrary elsewhere in this document or by the Settlor upon the exercise of a general power of appointment (if any) over the trust estate, all estate, inheritance or similar death taxes (but not generation-skipping transfer taxes) occasioned by the Settlor's death and attributable to specific, general or demonstrative pre-residuary gifts under this document shall be paid out of and charged against the residue of the trust estate.

(b) **Payment of Estate Taxes Attributable to Non-Trust Property.** All estate, inheritance or similar death taxes (but not generation-skipping transfer taxes) occasioned by the death of the Settlor but not attributable to the trust estate shall be paid by, charged to and recovered from the persons, including trusts, receiving taxable benefits therefrom in accordance with the principles of California Probate Code §20110 and related sections, after giving effect to Internal Revenue Code §2207A; provided, however, that if a beneficiary of the trust is also a beneficiary of non-trust property in the nature of any annuity or a retirement account, the Trustee shall pay taxes attributable to such annuity or retirement account to the extent feasible from the trust assets otherwise payable to the beneficiary, or may allow the beneficiary to pay such taxes from the beneficiary's other assets.

(c) **Payment of Estate Taxes Attributable to a General Power of Appointment.** All estate, inheritance or similar death taxes (but not generation-skipping transfer taxes) attributable to property subject to a general power of appointment granted hereunder (other than to the Settlor) shall be charged against such property, unless the donee, by specific reference to the power, directs otherwise.

(d) **Payment of Generation-Skipping Transfer Taxes.** All generation-skipping transfer taxes attributable to a direct skip occasioned by the Settlor's death and with respect to which the Settlor is the transferor shall be paid by the Trustee out of and charged against the property constituting the transfer as provided in Internal Revenue Code §§2603(a)(3) and 2603(b). All generation-skipping transfer taxes attributable to a taxable distribution occurring with respect

to any trust established hereunder shall be paid by the transferee thereof as provided in Internal Revenue Code §§2603(a)(1) and 2603(b), and all generation-skipping transfer taxes attributable to a taxable termination occurring with respect to any trust established hereunder shall be paid by the Trustee and charged against the property constituting the transfer as provided in Internal Revenue Code §§2603(a)(2) and 2603(b).

(e) **Reserves.** The Trustee may establish such reserves and make such charges as the Trustee considers necessary for the payment of all taxes described in this Paragraph 12.

13. Provisions Relating To S Stock.

(a) If any irrevocable trust established hereunder, other than a charitable remainder trust under Code §664(d), holds stock in one or more S Corporations, the Settlor intends that such trust qualify as a Qualified Subchapter S Trust or as an Electing Small Business Trust under Code §1361. Notwithstanding any other provision of this document to the contrary, the Trustee may, without application to any court, direct the reformation of any such irrevocable trust so that it satisfies the requirements of a Qualified Subchapter S Trust or an Electing Small Business Trust.

(b) If the irrevocable trust does not by its terms satisfy the requirements of a Qualified Subchapter S Trust but will be reformed to satisfy those requirements, then the Trustee shall reform the trust subject to the following guidelines:

(1) If the irrevocable trust contains both S Corporation stock and other assets, the Trustee shall divide the irrevocable trust into two trusts, one such trust funded with the S Corporation stock and the other such trust funded with the other assets, and the reformation shall apply only to the resulting trust funded with the S Corporation stock. Each resulting trust shall constitute a separate and independent trust. The trust funded with the S Corporation stock shall be administered in accordance with subparagraph (3) below, and the other trust shall be administered in accordance with its terms.

(2) If the irrevocable trust has more than one income beneficiary, the Trustee shall divide the S Corporation stock into as many equal shares as there are income beneficiaries of the irrevocable trust. Each share shall constitute a separate and independent trust and shall be administered for one such income beneficiary in accordance with subparagraph (3) below.

(3) The irrevocable trust may be reformed to require that:

(A) All of the income of such irrevocable trust is distributed at least quarterly to one individual who is a citizen or resident of the United States. If the individual

is a minor, distribution shall be made to the minor's natural guardian as custodian under the California Uniform Transfers to Minors Act.

(B) There is only one income beneficiary of such irrevocable trust.

(C) No distribution of principal of such irrevocable trust may be made to anyone other than such income beneficiary during such income beneficiary's lifetime.

(D) The income beneficiary's income interest ends on the earlier of the income beneficiary's death or the irrevocable trust's termination by its terms.

(E) If the irrevocable trust ends during the income beneficiary's lifetime, the Trustee shall distribute all of the irrevocable trust's assets to the income beneficiary, outright.

14. Survival Requirement. If any person named or described in this trust instrument fails to survive any event by sixty (60) days, that person shall be considered to have predeceased the event.

15. Governing Law. This trust has been accepted by Trustee in the State of California and, unless otherwise provided in this instrument, its validity, construction and all the rights under it shall be governed by the laws of that State.

EXECUTED at Palm Springs, California, this 31st day of May, 2011.


PAULINE V. RYCKAERT, "TRUSTEE"

I CERTIFY that I have read the foregoing First Amendment and Restatement of Declaration of Trust consisting of eighteen (18) pages, excluding this page signed by me, and that it correctly states the terms and conditions under which the trust estate is to be held, managed and disposed of by the Trustee. I approve the First Amendment and Restatement of Declaration of Trust in all particulars, and request the Trustee to execute it.

DATED: May 31, 2011, at Palm Springs, California.


PAULINE V. RYCKAERT, "SETTLOR"

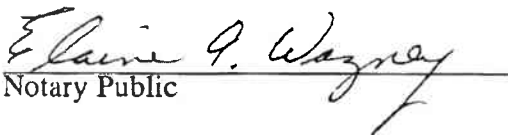
STATE OF CALIFORNIA

County of Riverside

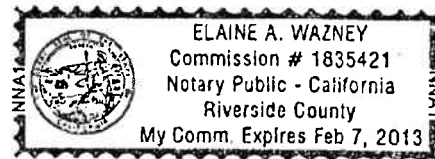
On May 31, 2011, before me, Elaine A. Wazney, a notary public in and for said State, personally appeared PAULINE V. RYCKAERT, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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.



Notary Public

(Seal)



APPROVED:

HILL WALKER, LLP

By: 
ELAINE E. HILL
Attorneys for Settlor

SCHEDULE "A"

Assignment of Personal Property

Residential Property located at 173 Via Tramonto, Palm Desert, CA 92260

Merrill Lynch Account Number 215-37809 P

Wells Fargo Account Number 2018535449 M

I certify that the foregoing schedule, designated Schedule "A," describes property transferred and delivered by me to the Trustee this date as property to be administered in accordance with that First Amendment and Restatement of Declaration of Trust executed by me this date.

DATED: May 31, 2011


PAULINE V. RYCKAERT

PAULINE V. RYCKAERT, as Trustee under the foregoing First Amendment and Restatement of Declaration of Trust, has hereby acknowledged receipt of the assets described above.

DATED: May 31, 2011


PAULINE V. RYCKAERT

LAST WILL AND TESTAMENT
OF
PAULINE V. RYCKAERT

I, **PAULINE V. RYCKAERT**, also known as **PAULINE VIRGINIA RYCKAERT** and formerly as **PAULINE VIRGINIA STACEY**, a resident of Riverside County, California, declare this to be my Last Will and Testament.

FIRST: **Revocation of Will.** I revoke all Wills and Codicils which I have previously made.

SECOND: **Family.** I am not married, my husband having predeceased me. I had one (1) child from my marriage, who died with no living issue, and whose name and date of birth were:

MICHELE YVONNE RYCKAERT LEFCOE - June 16, 1944

The terms "child", "children", and "issue" as used in this instrument shall include afterborn persons and persons adopted while a minor, and their issue; but such terms shall not include reference to persons adopted while an adult, or persons in a stepchild or foster child relationship, or their issue.

THIRD: **Disposition of Property.** I intend by this Will to dispose of all property which I have the right to dispose of by Will, excluding any as to which I may have a general power of appointment by will.

FOURTH: **Specific Gift.** I give any personal automobile(s), motorcycles, off-road vehicles and any other licensed or unlicensed vehicles owned by me at the time of my death to IRWIN GUSTEN ("GUS") OHLSSON, JR. and GAIL ROBERTA OHLSSON, or to the survivor of them. If both GUSTEN ("GUS") OHLSSON, JR. and GAIL ROBERTA OHLSSON are not living, this gift shall lapse and shall pass with the residue of my estate in accordance with Clause FIFTH below.

FIFTH: **Gift of Residue of Estate to Trust.** I give the residue of my estate to the then-acting Trustee of that Trust designated as THE PAULINE V. RYCKAERT LIVING TRUST DATED JUNE 13, 2001, as amended, of which I am the Settlor and the Trustee, to be added to and administered and distributed as provided in that trust and any amendments made to it prior to my death. It is my intent not to create a separate trust by this Clause FIFTH.

If the disposition in the preceding paragraph of this Clause FIFTH fails or is invalid, or if the trust referred to in that Clause fails or has been revoked, then I hereby incorporate the terms of that

trust, giving effect to any amendments made to it prior to the date of my death to the extent allowable by law, and I give the residue of my estate to the Trustee, in trust, to be administered and distributed in accordance with those terms.

SIXTH: Distribution in Lieu of Trust. If, at the conclusion of probate administration of my estate, events have occurred so that if distribution in trust were then made to the Trustee, the Trustee in turn would be required to make immediate distribution of all of the property, free of trust, my Executor shall make that distribution directly and for that purpose shall have the powers granted the Trustee by that trust.

SEVENTH: Intentional Omission. Except as otherwise provided in this Will, I have intentionally omitted to provide herein for any of my heirs living at the time of my death.

EIGHTH: Contest of Will. If any beneficiary or any omitted heir or other person directly or indirectly contests or attacks this Will or any of its provisions, then the interest of that beneficiary, or the interest sought by the omitted heir or other person under this Will is revoked or shall not be made, and my estate shall be distributed as if that beneficiary, omitted heir or other person had predeceased me leaving no issue.

NINTH: Payment of Taxes. All death taxes attributable to assets passing under or outside my Will shall be paid in accordance with the terms of THE PAULINE V. RYCKAERT LIVING TRUST DATED JUNE 13, 2001, as amended, and my Executor is directed to cooperate with the Trustee of such trust in the collection and payment of such taxes. "Death taxes" includes all estate and inheritance taxes, generation-skipping transfer taxes, Internal Revenue Code Section 2032A recapture taxes, taxes attributable to excess retirement accumulations, and interest and penalties on such taxes. If at my death that Trust does not exist or is unable to pay all the death taxes, I direct my Executor to pay the taxes that cannot be paid from the Trust, according to the terms of that Trust on the date on which this Will is executed. Those terms are incorporated in this Clause NINTH by reference.

TENTH: Executor. I nominate GUSTEN ("GUS") OHLSSON, JR. and GAIL ROBERTA OHLSSON as Co-Executors of this Will or the survivor of them as sole Executor. No bond shall be required of any Executor nominated in this Will. The term "my Executor" as used in this Will shall include any personal representative of my estate, including an Administrator with Will Annexed, and such personal representative shall have the same powers as my Executor.

ELEVENTH: Interest on Legacy. No interest shall be paid on any cash bequest made in this Will or in any codicil.

TWELFTH: Character of Interest. All income earned during probate administration on property specifically given in this Will shall become part of my residuary estate and shall not be distributed to the beneficiaries of that property.

THIRTEENTH: Powers of Executor. In administering my probate estate, my Executor is vested with the following powers in addition to those powers now or hereafter conferred by law:

(a) **Power to Manage, Sell, Lease and Encumber.** To hold, manage, lease and encumber all or any part of the real or personal property of my estate as my Executor in his or her discretion considers necessary for the proper administration and distribution of my estate, and to sell all or any part of such property with or without notice, at either public or private sale, and without the requirement of a bond, subject only to any confirmation required by law.

(b) **Power to Operate and Sell Businesses.** To either continue the operation of any business belonging to my estate for such time and in such manner as my Executor deems in the best interests of my estate, or to sell or liquidate the business at such time and on such terms as my Executor may consider advisable and for the best interests of my estate. Any such operation, sale or liquidation by my Executor, in good faith, shall be at the risk of my estate and without liability on the part of my Executor for any resulting losses.


(c) **Power to Invest.** To invest and reinvest any surplus cash in such investments, both real and personal, as my Executor, in my Executor's discretion, may select, including interest-bearing accounts, corporate and government obligations of every kind, preferred or common stocks, shares of mutual funds, common trust funds, improved or unimproved real properties and interests in joint ventures, partnerships or closely-held corporations, subject only to any Court confirmation required by law.

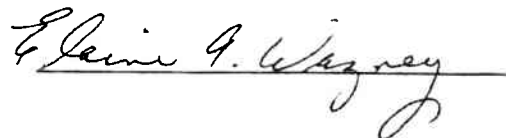
FOURTEENTH: Contract to Make Will. I have not entered into either a contract to dispose of my property by Will or a contract not to revoke this or any other Will.

I **SUBSCRIBE** my name to this Will this 31st day of May, 2011, at Palm Springs, California.


PAULINE V. RYCKAERT

WITNESSES:





DECLARATION OF WITNESSES

On the date last above written, PAULINE V. RYCKAERT declared to us, the undersigned, that the foregoing instrument, consisting of three (3) pages, excluding this page signed by us as witnesses, was her Will, and requested us to act as witnesses to it. She thereupon signed this Will in our presence, all of us being present at the same time. We then, at her request, in her presence, and in the presence of each other, subscribed our names as witnesses.

Each of us is now more than eighteen (18) years of age and a competent witness, and resides at the address set forth after his name.

We are acquainted with PAULINE V. RYCKAERT. At this time, she is over the age of eighteen (18) years; and, to the best of our knowledge, she is of sound mind and is not acting under duress; menace, fraud, misrepresentation or undue influence.

WE DECLARE under penalty of perjury that the foregoing is true and correct, and that this Will was executed on May 31, 2011, at Palm Springs, California.

Elaine E. Hill

Residing at 1850 Smoke Tree Lane, Palm Springs CA 92264

Elaine A. Waynes

Residing at 439 Via Milano Cathedral City CA 92234

WAIVER OF RIGHT TO CONTEST TRUST

I, _____ on behalf of the Riverside County Department of Animal Services, acknowledge receipt of the "Notice to Heirs and Beneficiaries under Probate Code §16061.7". I further acknowledge that said notification had a copy of the PAULINE V. RYCKAERT LIVING TRUST dated June 13, 2001 ("Trust") document attached.

Having reviewed the Trust document attached to the foregoing notification, and in a desire to accelerate the distribution of the Trust assets, I hereby waive the 120-day period in which to contest the Trust.

Dated: _____, 2021

Signature of Beneficiary

Printed Name: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																								
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*