

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



ITEM: 19.4
(ID # 11779)

MEETING DATE:

Tuesday, January 24, 2023


FROM : TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 207, Item 479. Last assessed to: Rosa Elena Rivero and Angel A. Rivero, wife and husband as joint tenants. District 5. [\$40,441-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Lake Hemet Municipal Water District for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 443030036-3;
2. Approve the claim from Heirfinders Research Associates LLC, Assignee for Amber Campos AKA Amber Rivero, Successor Trustee of The AR Rivero Family Trust for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 443030036-3;
3. Deny the claim from the United States Treasury, Internal Revenue Service for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 443030036-3;
4. Authorize and direct the Auditor-Controller to issue a warrant to Lake Hemet Municipal Water District in the amount of \$378.65 and to Heirfinders Research Associates LLC, Assignee for Amber Campos AKA Amber Rivero, Successor Trustee of The AR Rivero Family Trust in the amount of \$40,062.65 no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.


ACTION:Policy


Matthew Jennings, Treasurer-Tax Collector 1/11/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: January 24, 2023
xc: Tax Collector

Kimberly Rector
Clerk of the Board
By: 

Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$40,441	\$ 0	\$40,441	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			Budget Adjustment:	N/A
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the May 24, 2016 public auction sale. The deed conveying title to the purchasers at the auction was recorded July 14, 2016. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on August 10, 2016, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

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

1. Claim from Lake Hemet Municipal Water District based on a Statement of Lien recorded July 28, 2011 as Instrument No. 2011-0331418.
2. Claim from Heirfinders Research Associates LLC, Assignee for Amber Campos AKA Amber Rivero, Successor Trustee of The AR Rivero Family Trust, based on an Assignment of Right to Collect Excess Proceeds notarized December 12, 2016, a Grant Deed recorded May 09, 2008 as Instrument No. 2008-0250570, a Certificate of Death for Angel Alfonso Rivero-Perez AKA Angel A. Rivero, a Certificate of Death for Rosa Elena Rivero, a copy of the Last Will of Rosa Elena Rivero dated March 07, 2008, and a copy of The AR Rivero Family Trust dated March 07, 2008,
3. Claim from the United States Treasury, Internal Revenue Service based on a Notice of Federal Taxes Due received September 08, 2016.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Lake Hemet Municipal Water District be awarded excess proceeds in the amount of \$378.65 and Heirfinders Research Associates LLC, Assignee for Amber Campos AKA Amber Rivero, Successor Trustee of The AR Rivero Family Trust, be awarded excess proceeds in the amount of \$40,062.65. The claim from the United States Treasury, Internal Revenue Service be denied since their lien is against a debtor unrelated to the property sold. Supporting documentation has been provided. The Tax Collector requests

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

approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

Excess proceeds will be released to a lienholder and to the Successor Trustee of the last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim LHWater

ATTACHMENT B. Claim Heirfinders

ATTACHMENT C. Claim IRS


Stephanie Perez, Principal Management Analyst 1/16/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 11/1/2022

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 479 Assessment Number: 443030036-3

Assessee: RIVERO, ROSA ELENA & ANGELA

Situs: 633 N GILBERT ST HEMET 92543

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

RECEIVED
2016 DEC 20 AM 1:19
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 40,000 +/- from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0250570 recorded on 5/9/2008. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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

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

Executed this 12th day of December 2016 at Los Angeles, CA
County. State

Signature of Claimant 

Michael Haney

Print Name
5042 Wilshire Blvd Ste 622

Street Address
Los Angeles, CA 90036

City, State, Zip
323-937-3033

Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

See Attached

ACKNOWLEDGMENT

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 Los Angeles

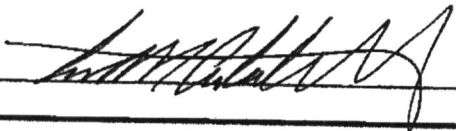
On December 12, 2016 before me, Luz M. Catalan, Notary Public
(insert name and title of the officer)

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

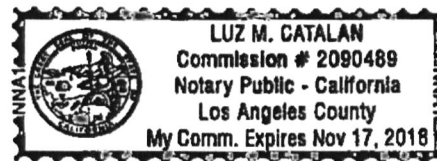
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Description of Attached document:

Title or Type of Document: CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

Document Date: December 12, 2016

Assessment Number: 443030036-3



HEIRFINDERS RESEARCH ASSOCIATES

Inheritance and Lost Funds Recovery

December 15, 2016

Don Kent, Treasurer-Tax Collector
4080 Lemon St
Riverside, CA 92501
Attention: Excess Proceeds

Start with Trust



Member of the
Better Business Bureau

Member
National Genealogical Society

RE: Tax Sale Number: TC 207
Item Number: 479
Parcel Number: 443030036-3
Sale Dates: May 24, 2016
Deeds Recorded: July 14, 2016
Name of Claimant: Heirfinders Research Associates, LLC
Amount of Claim: \$40,000 +/- (100% of claim)

Dear Sir or Ma'am,

Enclosed please find an Excess Proceeds claim form for overage funds representing 100% of the above-referenced tax sale.

I enclose a list of the documents in support of this claim.

If you have any questions, please do not hesitate to call or email.

Thank you for your kind assistance in this matter.

All my best,

Michael Haney, Vice President

LICENSED – BONDED – INSURED

5042 Wilshire Blvd. Suite 622, Los Angeles, CA 90036
Phone (323) 937-3033 Toll free (888) 281-4347 Toll-free fax (866) 292-8453
mhaney@gotomyclaim.com GoToMyClaim.com



HEIRFINDERS RESEARCH ASSOCIATES

Inheritance and Lost Funds Recovery

Tax Sale Number: TC 207
Item Number: 479
Parcel Number: 443030036-3
Sale Dates: May 24, 2016

DOCUMENTS SUBMITTED FOR EXCESS PROCEEDS CLAIM

- Claim for Excess Proceeds form signed and notarized by Michael Haney
- Copy of Grant Deed
- Assignment of Rights to Claim Excess Proceeds signed and notarized by Amber Chantal Campos, trustee to The AR Rivero Family Trust
- Declarations of One and the Same Person(s), signed and notarized by Amber Chantal Campos
- Amber Chantal Campos driver's license copy

FOR THE ESTATE OF ROSE ELENA RIVERO:

- Copy of Rose Elena Rivero death certificate
- Copy of Angel Alfonso Rivero-Perez death certificate
- Copy of the Last Will and Testament of Rosa Elena Rivero
- Copy of The AR Rivero Family Trust

HEIRFINDERS RESEARCH ASSOCIATES, LLC DOCUMENTS:

- Michael Haney driver's license copy
- Heirfinders Research Associates, LLC Articles of Organization (listing Michael Haney as Organizer)
- Heirfinders Research Associates, LLC Operating Agreement (signed by Michael Haney as Executive Manager and Member)
- Heirfinders Research Associates, LLC Statement of Information
- Heirfinders Research Associates, LLC Certificate of Status
- Heirfinders Research Associates, LLC Certified Resolution
- Heirfinders Research Associates, LLC City of Los Angeles business license
- Heirfinders Research Associates, LLC IRS W-9 form

LICENSED – BONDED – INSURED

5042 Wilshire Blvd. Suite 622, Los Angeles, CA 90036
Phone (323) 937-3033 Toll free (888) 281-4347 Toll-free fax (866) 292-8453
mhaney@gotomyclaim.com GoToMyClaim.com

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Heirfinders Research Associates, LLC my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 443030038-3 sold at public auction on 5/24/18 I understand that the total of excess proceeds available for refund is \$40,000.00 +/- and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

[Signature]
(Signature of Party of Interest/Assignor)

Amber Campos *Trustee of the AA Rivero Family Trust*
(Name Printed)
683 Hillmer Drive
(Address)

STATE OF CALIFORNIA)ss.
COUNTY OF _____

Hemet, CA 92543
(City/State/Zip)
951-663-1407
(Area Code/Telephone Number)

SEE ATTACHED ACKNOWLEDGMENT

On _____, before me, _____, personally appeared Amber Campos, 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 forgoing paragraph is true and correct.
WITNESS my hand and official seal.

(Signature of Notary)

(This area for official seal)

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

[Signature]
(Signature of Assignee)

Michael Haney, VP of Heirfinders Research Associates LLC
(Name Printed)
5042 Wilshire Blvd, Ste 622
(Address)
Los Angeles, CA 90036
(City/State/Zip)

STATE OF CALIFORNIA)ss.
COUNTY OF _____

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Haney, 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.

WITNESS my hand and official seal.

(Signature of Notary)

(This area for official seal)

See Attached

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 2 DECEMBER 2016 before me, MARILYN S BIRD, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared AMBER CAMPAS
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 Marilyn S Bird
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: ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS Document Date: 2 DECEMBER 2016

Number of Pages: _____ Signer(s) Other Than Named Above: MICHAEL HANEY VP HEIRFINDERS RESEARCH ASSOCIATES LLC

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

Signer Is Representing: THE AR RIVERSO FAMILY TRUST

Signer Is Representing: _____

ACKNOWLEDGMENT

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 Los Angeles

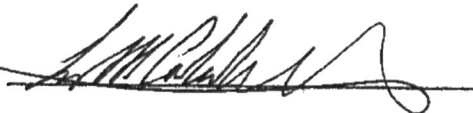
On December 12, 2016 before me, Luz M. Catalan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



Description of Attached document:

Title or Type of Document: ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

Document Date: December 12, 2016

ASSESSMENT NUMBER: 443030036-3

Southland Title Corporation

RECORDING REQUESTED BY
Nations Title Company of California
AND WHEN RECORDED MAIL TO:

ROSA ELENA RIVERO AND ANGEL A.
RIVERO
633 GILBERT
HEMET, CA. 92543

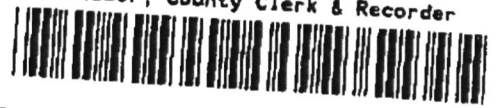
DOC # 2008-0250570

05/09/2008 08:00A Fee:32.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



68670233
ORDER NO.: 00031000-LH

TRA 006221

A.P.N.: 443-030-036

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			2						
M	A	L	465	426	PCOR	PCOR	SMF	NCHG	EXAM
WAT: 0 COPY UNI 025									

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$63.25
x computed on full value of property conveyed, or
computed on full value less value of liens or encumbrances remaining at time of sale.
unincorporated area: City of Hemet, and

T
32 025

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
Danisk Swenska, Inc.

Hereby GRANT(S) TO Rosa Elena Rivero and Angel A. Rivero, wife and husband as joint tenants

The following described property in the City of Hemet, County of Riverside State of CALIFORNIA

Lot 32 of Tract No. 3921, as shown by Map on file in Book 65, pages 8 and 9 of Maps, Records of Riverside County, California

Lana Rogers, Pres
Danisk Swenska, Inc. Lana Rogers.

Document Date: May 1, 2008

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)SS

On May 8, 2008 before me, KELLY J. HOPPER Notary Public
Personally appeared LANA ROGERS

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.

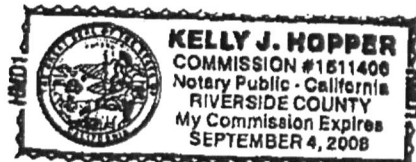
WITNESS my hand and official seal

Signature

Kelly J. Hopper



Mail Tax Statement to: SAME AS ABOVE or Address Noted Below



NOTARY SEAL

Under the provisions of Government Code 27361.1, I certify under the penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: Kelly J. Hopper

Commission #: 1511406

Date Commission Expires: Sep 4, 2008

County where Bond is filed Riverside

PLACE OF EXECUTION: RIVERSIDE

DATE: 5/9/08

SIGNATURE: [Signature]



STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC HEALTH

3052008063885

CERTIFICATE OF DEATH

3200933004386

STATE FILE NUMBER: 3052008063885
 LOCAL REGISTRATION NUMBER: 3200933004386

1 NAME OF DECEDENT - FIRST (Given): ANGEL
 2 MIDDLE: ALFONSO
 3 LAST (Family): RIVERO-PEREZ

4 DATE OF BIRTH: 09/02/1932
 5 AGE: 76
 6 BIRTH STATE/FOREIGN COUNTRY: CUBA
 7 DATE OF DEATH: 04/27/2009
 8 HOUR (24 Hours): 0235

9 SEX: M
 10 DECEDENT'S RACE: WHITE

11 BIRTH IN U.S. ARMED FORCES: NO
 12 MARRIAGE STATUS: MARRIED
 13 EDUCATION: HS GRADUATE
 14 YEARS DECEDENT RESIDENCED IN CALIFORNIA: 5

15 USUAL OCCUPATION: TRUCK DRIVER
 16 KIND OF BUSINESS OR INDUSTRY: TRANSPORTATION
 17 YEARS IN OCCUPATION: 45

18 DECEDENT'S RESIDENCE: 1185 SUNDEW WAY
 19 CITY: SAN JACINTO
 20 COUNTY/PROVINCE: RIVERSIDE
 21 ZIP CODE: 92582
 22 YEARS IN COUNTY: 5
 23 STATE/FOREIGN COUNTRY: CALIFORNIA

24 INFORMANT'S NAME, RELATIONSHIP: ROSA E. RIVERO, SPOUSE
 25 INFORMANT'S MAILING ADDRESS: 1185 SUNDEW WAY, SAN JACINTO, CA 92582

26 NAME OF SURVIVING SPOUSE - FIRST: ROSA
 27 MIDDLE: ELENA
 28 LAST: BORROTO
 29 NAME OF FATHER - FIRST: ZOILO
 30 MIDDLE: RIVERO
 31 LAST: RIVERO
 32 NAME OF MOTHER - FIRST: FELIPA
 33 MIDDLE: PEREZ
 34 LAST: PEREZ
 35 BIRTH STATE: CUBA
 36 BIRTH STATE: CUBA

37 DISPOSITION DATE: 05/02/2009
 38 PLACE OF FINAL DISPOSITION: FOREST LAWN MEMORIAL PARKS AND MORTUARIES
 1712 S. GLENDALE AVENUE, GLENDALE, CA 91205

39 TYPE OF DISPOSITION: BU
 40 NAME OF PLACER, ESTABLISHMENT: FOREST LAWN MEM PARKS AND MTY
 41 LICENSE NUMBER: FD 656
 42 DATE: 05/01/2009

43 PLACE OF DEATH: HEMET VALLEY MEDICAL CENTER
 44 COUNTY: RIVERSIDE
 45 FACILITY ADDRESS OR LOCATION WHERE FOUND: 1117 E DEVONSHIRE AVENUE
 46 CITY: HEMET

47 CAUSE OF DEATH: CARDIORESPIRATORY ARREST
 48 UNDERLYING CAUSE: VENTRICULAR FIBRILLATION
 49 OTHER CAUSES: CONGESTIVE HEART FAILURE, DIABETES MELLITUS TYPE II

50 OTHER REASONS, CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE: PACEMAKER AND INTRACARDIAC DEFIBRILLATOR MALFUNCTIONING

51 MAJOR OPERATION PERFORMED FOR ANY CONDITION IN ITEM 47 OR 48: CORONARY ANGIOGRAPHY 04/23/2009, PACEMAKER PLACEMENT 05/16/2005

52 I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED
 53 SIGNATURE AND TITLE OF REGISTRAR: JAMES GREENE MD MS, STATE REGISTRAR OF VITAL RECORDS
 54 DATE: 08/28/2009
 55 DATE: 04/24/2009
 56 TYPE, ADDRESS, PHONE NUMBER, MAILING ADDRESS, ZIP CODE: MOGBONJUBOLA ADEYEMO M.D., 1800 E. FLORIDA AVENUE SUITE 350, HEMET, CA 92544
 57 LICENSE NUMBER: A85970
 58 DATE: 05/01/2009

59 I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED
 60 MANNER OF DEATH: Natural
 61 PLACE OF BIRTH: Home, community, etc., wooded area, etc.
 62 DESCRIBE HOW BURNING OCCURRED
 63 LOCATION OF BURNING
 64 SIGNATURE OF CORONER OR DEPUTY CORONER
 65 DATE
 66 TYPE, NAME, TITLE OF CORONER / DEPUTY CORONER

67 STATE REGISTRAR: A B C D E
 68 FAX AUTH #
 69 CENSUS TRACT

This is to certify that this document is a true copy of the official record filed with Vital Records.

DATE ISSUED

JAMES GREENE MD MS
STATE REGISTRAR OF VITAL RECORDS

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

CACDPH--04



1-00491703



STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

3052011035720

CERTIFICATE OF DEATH

3201133002163

STATE FILE NUMBER		CERTIFICATE OF DEATH		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given)		2. MIDDLE		3. LAST (Family)	
ROSA		ELENA		RIVERO	
4. DATE OF BIRTH mm/dd/yyyy					
12/05/1937		5. AGE Yrs.		73	
6. SEX					
F					
7. DATE OF DEATH mm/dd/yyyy					
02/20/2011		8. HOUR (of Hour)		1822	
9. BIRTH STATE/FOREIGN COUNTRY					
CUBA					
10. SOCIAL SECURITY NUMBER					
[REDACTED]					
11. EVER IN U.S. ARMED FORCES?					
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> UNK <input type="checkbox"/>					
12. MARITAL STATUS/SPIN* (at time of death)					
WIDOWED					
13. EDUCATION - Highest Level (Degree)					
03					
14/15. WAS DECEDENT HISPANIC/LATINO/SPANISH? (If yes, see worksheet on back)					
YES <input checked="" type="checkbox"/> CUBAN					
16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back)					
WHITE					
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED					
HOMEMAKER		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, retail construction, employment agency, etc.)		19. YEARS IN OCCUPATION	
		OWN HOME		25	
20. DECEDENT'S RESIDENCE (Street and number, or location)					
1185 SUNDEW WAY					
21. CITY					
SAN JACINTO		22. COUNTY/PROVINCE		23. ZIP CODE	
RIVERSIDE		92582		24. YEARS IN COUNTY	
				6r	
25. STATE/FOREIGN COUNTRY					
CALIFORNIA					
26. INFORMANT'S NAME, RELATIONSHIP					
AMBER CHANTAL CAMPOS, ATTY IN FACT					
27. INFORMANT'S MAILING ADDRESS (Street and number, or care, route, apartment, city or town, state and zip)					
683 HILLMER DRIVE, HEMET, CA 92343					
28. NAME OF SURVIVING SPOUSE/SPIN - FIRST					
29. MIDDLE					
30. LAST (BIRTH NAME)					
31. NAME OF FATHER/PARENT - FIRST					
ADOLFO		32. MIDDLE		33. LAST	
				BORROTO	
34. BIRTH STATE					
CUBA					
35. NAME OF MOTHER/PARENT - FIRST					
ISIDRA		36. MIDDLE		37. LAST (BIRTH NAME)	
				REYES	
38. BIRTH STATE					
CUBA					
39. DISPOSITION DATE mm/dd/yyyy					
03/04/2011		40. PLACE OF FINAL DISPOSITION			
		FOREST LAWN MEMORIAL PARKS AND MORTUARIES			
41. TYPE OF DISPOSITION					
BU		42. SIGNATURE OF EMBALMER			
		[REDACTED]			
43. LICENSE NUMBER					
EMB5641					
44. NAME OF FUNERAL ESTABLISHMENT					
FOREST LAWN MEM PARKS AND MTYS					
45. LICENSE NUMBER					
FD 856					
46. SIGNATURE OF LOCAL REGISTRAR					
[REDACTED]					
47. DATE mm/dd/yyyy					
02/28/2011					
101. PLACE OF DEATH					
HEMET VALLEY MEDICAL CENTER					
102. IF HOSPITAL, SPECIFY ONE					
[REDACTED]					
103. IF CITY-SEARCHED HOSPITAL, SPECIFY ONE					
[REDACTED]					
104. COUNTY					
RIVERSIDE		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)		106. CITY	
		1117 E. DEVONSHIRE AVENUE		HEMET	
107. CAUSE OF DEATH					
IMMEDIATE CAUSE (Final disease or condition resulting in death)					
SUBARACHNOID HEMORRHAGE					
OR LEFT BRAIN TUMOR, BENIGN					
108. ICD-10 CODE					
I60.0					
109. ICD-10 CODE					
D62.0					
110. ICD-10 CODE					
D62.0					
111. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107					
SEIZURE DISORDER, STATUS POST RESPIRATORY FAILURE					
112. MAJOR OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 111? (If yes, list type of operation and date)					
NO					
113. IF FEMALE, PREGNANT IN LAST YEAR?					
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> UNK <input type="checkbox"/>					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.					
115. SIGNATURE AND TITLE OF CORONER					
[REDACTED]					
116. LICENSE NUMBER					
A73975					
117. DATE mm/dd/yyyy					
02/25/2011					
118. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.					
119. INJURED AT WORK?					
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> UNK <input type="checkbox"/>					
120. INJURY DATE mm/dd/yyyy					
121. HOUR (of Hour)					
122. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)					
123. DESCRIBE HOW INJURY OCCURRED (events which resulted in injury)					
124. LOCATION OF INJURY (Street and number, or location, and city, and state)					
125. SIGNATURE OF CORONER / DEPUTY CORONER					
[REDACTED]					
126. DATE mm/dd/yyyy					
[REDACTED]					
127. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER					
[REDACTED]					

NOT A TESTAMENTARY DOCUMENT

This is to certify that this document is a true copy of the official record filed with Vital Records.

DATE ISSUED

James Greene
JAMES GREENE MD MS
STATE REGISTRAR OF VITAL RECORDS

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the State Registrar.
CACDPH -- 04



LAST WILL
OF
ROSA ELENA RIVERO

I, ROSA ELENA RIVERO, a resident of the County of Riverside, State of California, do make, publish and declare this to be my last Will and hereby revoke all prior wills and codicils.

1. DECLARATIONS AND APPOINTMENTS.

1.1. PRESENT MARRIAGE. I am married to ANGEL ALFONSO RIVERO, SR., and all references in this Will to "my spouse" refer to him.

1.2. CHILDREN. I have FIVE (5) children as a result of their union with each other. Their names and dates of birth are as follows: MARIA ROMERO, born on FEBRUARY 02, 1955; RICARDO RIVERO, born on JUNE 9, 1956; ANA RIVERO, born on MAY 24, 1960; ANGEL MANUEL RIVERA, JR., born on JANUARY 1, 1971; and PEDRO RIVERO OCHOA, born on December 19, 1991.

1.3. EXECUTOR. I appoint as Executor and successor Executor of this Will the following persons:

First Appointment:	ANGEL ALFONSO RIVERO, SR., as Executor.
Second Appointment:	AMBER RIVERO, as Trustee, 1185 Sandew Way, San Jacinto, California, 92582, as executor.
Third Appointment:	RICARDO RIVERO, as Trustee, 7623 Center Avenue, Rancho Cucamonga, California, 91730, as executor.
Fourth Appointment:	ANGEL MANUEL RIVERO, JR., as Trustee, 1185 Sandew Way, San Jacinto, California, 92582, as executor.

ANGEL ALFONSO RIVERO, SR., shall serve as the first Executor. If ANGEL ALFONSO RIVERO, SR., is unable or unwilling to act, the successor appointee(s) shall serve in the order appointed. If I have appointed persons to serve jointly as my Co-Executors, upon the failure of one joint appointee to qualify or upon his/her cessation of acting, the remaining joint appointee(s) shall serve as my sole Executor(s). My Executor or its successors shall not be required to post bond for the faithful performance of their duties. I hereby relieve my Executor and its successors from personal liability for any loss or damage in connection with the administration of my estate, except for such damage as may occur through willful neglect, default, or misconduct.

1.4. TRUST. I have previously entered into and executed a Declaration and Agreement of Trust known as "THE AR RIVERO FAMILY TRUST, DATED MARCH 07, 2008."

1.5. NO CONTRACT TO MAKE WILL. I have not entered into either a contract to make a will or a contract not to make a will.

2. DISPOSITION OF ESTATE.

2.1. CHARACTER OF PROPERTY. I intend by this Will to dispose of all my property, both real and personal, including all my separate property, the balance of my quasi-community property and one-half (½) of my community property. My records will indicate the character of my property, whether community, separate or otherwise. I confirm to my spouse his interest in our community property and his interest in any quasi-community property that we may own, as described in California Probate Code Section 66.

2.2. POWER OF APPOINTMENT. I do not intend to exercise any power of appointment I may have at my death unless such power is expressly exercised in this Will.

2.3. NON-PROBATE ACCOUNTS. I confirm that any Pay On Death Account, Totten Trust Account or Joint Tenancy Account shall, on my death, be paid to the beneficiary as named in that account.

2.4. DISTRIBUTION OF RESIDUE. I give the rest and residue of my estate, wherever situated, to the trustee of THE AR RIVERO FAMILY TRUST, DATED MARCH 07, 2008, to be added to that trust and to be held, administered and distributed according to the terms of that trust, giving effect to any amendments properly made thereto.

If the above disposition is inoperative or is invalid in whole or in part for any reason, or if THE AR RIVERO FAMILY TRUST, DATED MARCH 07, 2008 has been revoked, then I give my probate estate to the trustee of a testamentary trust to be established pursuant to this Will, the terms of which are to be exactly the same as THE AR RIVERO FAMILY TRUST, DATED MARCH 07, 2008, which was in existence at the time of the making of this Will. No effect shall be given to any amendments made subsequent to the execution of this Will.

2.5. NO INTEREST. No interest shall be paid on any of the devises or bequests made by this Will.

2.6. OMITTED HEIRS. Except as otherwise provided in this Will, I have intentionally and with full knowledge omitted to provide for my heirs. I hereby generally and specifically disinherit all persons whomsoever claiming to be or who may lawfully be determined to be my heirs at law, except such as are mentioned in this Will and all provisions of this Will shall be interpreted as if they had predeceased me without surviving issue.

3. EXECUTOR'S POWERS. I authorize my Executor or its successors to:

3.1. Lease, encumber, sell and convey any of the property of my estate, with or without notice, subject only to such confirmation as may be required by law;

3.2. Hold, manage and operate any property and any business belonging to my estate;

3.3. Carry out the terms of, and to perform, all contracts, buy and sell agreements, partnership and/or joint venture agreements authorized by me;

3.4. Apply any United States Government bonds that are redeemable at par in payment of federal estate taxes, if any such bonds are part of my estate; and,

3.5. Select the valuation date of my estate for federal estate purposes, to elect to treat all or a portion of the Marital Trust of THE AR RIVERO FAMILY TRUST, DATED MARCH 07, 2008 as qualified terminable interest property, qualifying for the marital deduction for federal estate tax purposes, to determine whether any or all of the expenses of administration of my estate shall be used as estate or inheritance tax deductions or as income tax deductions, to consent to corporate elections under Subchapter "S" of the Internal Revenue Code of 1986, as amended from time to time, to make any available elections with respect to my lifetime tax liabilities or the tax liabilities of my estate.

4. GENERAL PROVISIONS.

4.1. FUNERAL AND BURIAL ARRANGEMENTS. I direct that any and all expenses of my last illness be paid out of my Estate as soon as after my demise as is practical and legal. I further direct that all funeral and burial arrangements be left to the sole discretion of the Executor of my Estate.

4.2. CONSTRUCTION AND INTERPRETATION. If any question shall arise as to the construction of this Will or any clause thereof, my Executor or its successors named herein shall have the power to

determine such question acting either on professional advice or upon its personal judgment. Such determination, when made by my Executor or its successors, shall be final and binding on all persons who may claim under this Will, unless the court having jurisdiction over my estate shall adjudge that my Executor's determination is contrary to the public policy or the statutory law of California, or, to a clear provision of this Will.

4.3. WILL CONTEST. If any beneficiary under this Will or any other person in any manner directly or indirectly contests or attacks, or fails to cooperate in good faith in the defense of any attack or contest on this Will or any provision thereof, any share or interest in my estate given to that contesting beneficiary or other person under this Will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary or other person had predeceased me without issue. My Executor is specifically authorized to defend, at the expense of my estate, any contest or attack of my estate, any contest or attack of any nature made at any time upon this Will or any provision hereof, or any request for instructions or interpretation. For purposes of this paragraph, a request to a court of competent jurisdiction for instructions or interpretation shall not be deemed to be a contest or attack upon any provision hereto.

4.4. DISCLAIMER. Any beneficiary shall have the right to disclaim all or any part of any interest in property to which he or she may be entitled under this Will. Except as otherwise provided herein, any interest so disclaimed shall be distributed as if the beneficiary had predeceased the Testator. No other interest of the beneficiary shall be affected by the disclaimer, unless that interest also shall be disclaimed.

4.5. SEVERABILITY. If any provision of this Will is invalid or unenforceable, the remaining provisions shall continue to be fully operative.

4.6. TAX RETURNS. My Executor or its successors is authorized but is not required to execute and file with my spouse or my spouse's legal representative joint tax returns to the fullest extent permitted by applicable revenue laws. My Executor or its successors shall not be required to allocate to or recover from my said spouse any amounts paid upon or by reason of any such joint return.

4.7. SIMULTANEOUS DEATH. If my spouse and I shall die simultaneously, or under circumstances that make it difficult to determine which of us died first, I direct that I shall be deemed to have predeceased him for the purposes of this Will, and I



further direct that the provisions of this Will shall be construed upon the assumption irrespective of any provision of law establishing a contrary presumption or requiring survivorship for a fixed period as a condition of taking property by inheritance.

4.8. GENDER AND NUMBER. Unless the context clearly requires another construction, the masculine, feminine, and neuter genders shall each include the others, and the singular and plural numbers shall include the other.

4.9. HEADINGS AND TITLES. Labels and paragraph headings herein are for convenience only and shall have no effect upon the interpretation of this Will.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



4.10. CODICILS. All references to this Will shall include any Codicils hereto.

4.11. EXECUTION. This Will has been executed and delivered in the State of California, and shall be governed, construed and administered in accordance with the laws of that State.

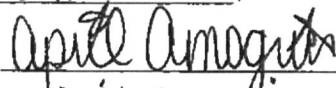
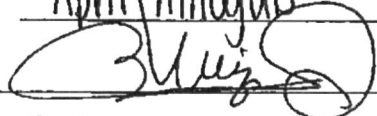

IN WITNESS WHEREOF, I have hereunto subscribed my name on MARCH 07, 2008.

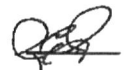

ROSA ELENA RIVERO

DECLARATION OF WITNESSES

On MARCH 07, 2008, ROSA ELENA RIVERO declared to us, the undersigned, that this instrument was her Will and requested that we act as witnesses to it. ROSA ELENA RIVERO then signed this Will in our presence, all of us present at the same time. We now, at her request, in her presence and in the presence of each other, subscribe our names as witnesses. To the best of our knowledge, ROSA ELENA RIVERO is over the age of 18 years, is of sound mind and is not acting under duress, menace, fraud, misrepresentation or undue influence. Each of us is now more than 18 years of age and a competent witness.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on MARCH 07, 2008, at WEST COVINA, California.

Signature: 	Address: <u>216 Town and Country Rd.</u>
Print Name: <u>April Amoguis</u>	<u>Pomona, CA 91766</u>
Signature: 	Address: <u>1363 BENTLEY CT.</u>
Print Name: <u>Ruben L. Marquez</u>	<u>WEST COVINA, CA 91790</u>
Signature: 	Address: <u>5440 E. BENTLEY BLVD.</u>
Print Name: <u>Z. Dean Hakkah</u>	<u>LOS ANGELES, CA 90022</u>



**DECLARATION AND AGREEMENT
OF
THE AR RIVERO FAMILY TRUST**

THIS DECLARATION AND AGREEMENT OF TRUST is made and entered into as of MARCH 07, 2008, by and among ANGEL ALFONSO RIVERO, SR., and ROSA ELENA RIVERO, as Settlers, both residents of the County of Riverside, and ANGEL ALFONSO RIVERO, SR., and ROSA ELENA RIVERO, as Trustees.

I. INITIAL PROVISIONS

1. NAME. This Trust shall be known as "THE AR RIVERO FAMILY TRUST, DATED MARCH 07, 2008."

2. SETTLORS. ANGEL ALFONSO RIVERO, SR., and ROSA ELENA RIVERO are the Settlers of this Trust.

3. TRUSTEES. Settlers appoint the following as Trustee(s) of this Trust:

First Appointment:	ANGEL ALFONSO RIVERO, SR., and ROSA ELENA RIVERO, as Co-Trustees.
Second Appointment:	AMBER RIVERO, as Trustee, 1185 Sandew Way, San Jacinto, California, 92582.
Third Appointment:	RICARDO RIVERO, as Trustee, 7623 Center Avenue, Rancho Cucamonga, California, 91730.
Fourth Appointment:	ANGEL MANUEL RIVERO, JR., as Trustee, 1185 Sandew Way, San Jacinto, California, 92582.

ANGEL ALFONSO RIVERO, SR., and ROSA ELENA RIVERO shall act as the initial Co-Trustees of the Trust. If either ANGEL ALFONSO RIVERO, SR., and ROSA ELENA RIVERO is for any reason unable or unwilling to act as Trustee, the remaining Trustee shall serve alone. If both ANGEL ALFONSO RIVERO, SR., and ROSA ELENA RIVERO are for any reason unable or unwilling to act as Trustees the successor appointee(s) shall serve in the order appointed.

Except as otherwise provided in the Section entitled Trustee's Powers, where Settlers have appointed Co-Trustees, all Co-Trustees shall act together. Except as otherwise provided above, if any Co-Trustee is unable or unwilling to act, the successor appointee(s) shall serve as Co-Trustee(s) with the remaining Trustee(s). If no successor Trustee is appointed, the remaining Trustee(s) shall

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

4. TRUST ESTATE. Settlers hereby grant, transfer, assign and deliver to ANGEL ALFONSO RIVERO, SR., and ROSA ELENA RIVERO, as Trustees of THE AR RIVERO FAMILY TRUST, DATED March 07, 2008, the following listed assets which together with any other property which may become subject of this Trust, including assets which require formal documents of transfer and any other assets and property itemized and described in "Exhibit A" attached hereto and made a part of this agreement, shall constitute the Trust Estate and shall be held, administered and distributed by the Trustee as provided in this Trust Agreement:

4.1. All jewelry, clothing, household furniture and furnishings, personal automobiles, motor homes, mobile homes, boats, cemetery plots and other tangible articles of personal property, together with any insurance on such property;

4.2. Promissory notes, amounts owing to Settlers, stocks, bonds, securities, interest in general or limited partnerships, contents of safe deposit boxes, claims under pending lawsuits, and other chooses in action; and,

4.3. Any other asset held by Settlers that (i) does not have a title or other document indicating ownership thereof; and, (ii) does have a title or other document indicating ownership thereof whether or not Settlers actually execute a document transferring said property to the Trust.

5. BENEFICIARIES. Settlers are the initial beneficiaries of this Trust.

6. CHILDREN. Settlers have FIVE (5) children as a result of their union with each other. Their names and dates of birth are as follows: MARIA ROMERO, born on FEBRUARY 02, 1955; RICARDO RIVERO, born on JUNE 9, 1956; ANA RIVERO, born on MAY 24, 1960; ANGEL MANUEL RIVERA, JR., born on JANUARY 1, 1971; and PEDRO RIVERO OCHOA, born on December 19, 1991.

6.1. CHILDREN'S ISSUES. The following are the settlors children's issues: MARIA ROMERO, has three (3) children who are KARINA CALVO, born on August 25, 1975, JESSICA ROMERO, born on March 12, 1981, and MARIO IVAN ROMERO, born on March 31, 1982; RICARDO RIVERO has four (4) children who are RICARDO RIVERO, JR., born on July 1, 1977, VERONICA RIVERO, born on August 16, 1978, DANIEL RIVERO, born on May 30, 1980, and VANESSA RIVERO, born on March 13, 1988; ANA RIVERO has one (1) child who is AMBER RIVERO, born on January 17, 1980; and ANGEL RIVERO, JR., has three (3) children who are TREVOR RIVERO, born on January 12, 1998, IAN RIVERO, born on December 30, 2000, and EVAN RIVERO, born on June 12, 2003.

7. POWERS RESERVED BY SETTLORS. Except as otherwise provided in this Trust Agreement, Settlers reserve the following powers:

7.1. POWER TO AMEND OR REVOKE DURING SETTLORS' JOINT LIFETIMES. During the Settlers' joint lifetimes, this Trust may be amended in whole or in part by an instrument in writing, signed by both Settlers, and delivered to the Trustee. During the Settlers' joint lifetimes, the Settlers may revoke the Trust with regard to the community property of Settlers by an instrument in writing, signed by both Settlers jointly or by either Settlor alone. Upon revocation, the Trustee shall deliver the community property to both of the Settlers as the community property of both Settlers. With respect to separate property, the Settlor who contributed the separate property to the Trust shall have the sole power to revoke, terminate, amend, or modify. Upon revocation, the Trustee shall deliver the separate property or the revoked portion of the separate property to the Settlor who transferred the separate property into the Trust. Any power of either Settlor of this Trust to revoke or amend this Trust (including any trust to be established in the future under the provisions of this Trust), alone or jointly with the other Settlor, may be exercised by the Settlor's attorney-in-fact.

7.2. POWER TO AMEND OR REVOKE AFTER DECEASED SETTLOR'S DEATH. Upon the Deceased Settlor's death, except as otherwise provided elsewhere in this Trust Agreement, all Trusts created herein, except for Trust A, shall become irrevocable and shall not be amended by anyone including the Surviving Settlor.

7.3. POWER TO CHANGE TRUSTEE. During the Settlers' joint lifetimes, either Settlor shall have all of the powers of the Trustees indicated herein and shall also have the power to remove any Trustee, to name any person as a new Trustee, to exercise such rights either in the capacity of Settlers or in the capacity of

Trustees and to assign their rights to any person or entity in whole or in part by a written instrument delivered to the Trustee.

7.4. ADDITIONS TO TRUST. Settlor or any other person may at any time or from time to time hereafter transfer any additional property acceptable to the Trustee to this Trust. The property shall be subject to the terms of this Trust Agreement.

7.5. POWER TO REQUIRE PRODUCTIVE ASSETS. During the Surviving Settlor's lifetime, he or she shall have the power to require the Trustee to make all or part of the principal of the Trust productive or to convert promptly any unproductive part into productive property. This power shall be exercised by the Surviving Settlor in a written instrument delivered to the Trustee. This power shall supersede the Trustee's powers granted in the provision entitled TRUSTEE'S POWERS which grant to the Trustee the power to retain underproductive and unproductive assets.

.***.***.***.***.***.***.***.***.***.

II. USE OF TRUST ESTATE DURING SETTLORS' JOINT LIFETIMES

8. During Settlers' joint lifetimes, Settlers shall be entitled to all income and principal of their community property without limitation. With regard to the separate property of either ANGEL ALFONSO RIVERO, SR., and ROSA ELENA RIVERO, either Settlor shall be entitled to all income and principal of his or her own separate property estate without limitation. If, however, either of the Settlers is living in a skilled nursing facility or other equivalent facility, and will be living in such facility for more than three months, in the written opinion of his or her treating physician, and will be eligible for coverage under California' Medi-Cal program or an analogous successor program, then the Trustees shall pay all income that can be allocated to the non-institutionalized spouse to that spouse, and shall pay no income to or for the benefit of the institutionalized spouse so long as that spouse's needs are being paid for by Medi-Cal or an analogous successor program. The incapacitated spouse shall have no access to principal of the trust that is the separate property of the well spouse.

III. USE OF TRUST ESTATE AFTER THE DEATH OF FIRST SETTLOR

9. DIVISION OF TRUST ESTATE. Upon the Deceased Settlor's death, Trustee shall divide the Trust Estate (including any additions made as a result of the Deceased Settlor's death) into two (2) shares, designated as Trust A, the "Survivor's Trust", and Trust B, the "Bypass Trust" (also referred to as the "Deceased Settlor's Trust" or the "Unified Credit Trust"), each of which shall constitute and be held, administered and distributed by the Trustee as a separate Trust.

9.1. ALLOCATION TO TRUST A. Trust A shall consist of the following:

9.1.1. The Surviving Settlor's separate property;

9.1.2. Assets selected by the Trustee equal in value to the Surviving Settlor's one-half ($\frac{1}{2}$) interest in the Settlers' community property, included in or added to the Trust Estate in any manner, including any undistributed or accrued income;

9.1.3. The minimum pecuniary amount necessary to entirely eliminate, or to reduce to the maximum extent possible any federal estate tax at the Deceased Settlor's death, taking into consideration the following: (i) All federal estate tax deductions actually allowed other than the marital deduction; (ii) The applicable exclusion amount (i.e. unified credit) available to the

Deceased Settlor's estate; (iii) The credit for state death taxes, to the extent that the use of that credit does not result in or increase any death tax payable to any state; and, (iv) The net value of all other property that passes or has passed to the Surviving Settlor under the Deceased Settlor's will or otherwise which qualifies for the federal estate tax marital deduction.

Allocations to Trust A shall be satisfied in cash or in kind, or partly in each, only with assets eligible for the marital deduction. Assets allocated in kind shall be deemed to satisfy this amount on the basis of their values as finally determined for federal estate tax purposes. The Trustee shall not allocate to Trust A assets having an aggregate fair market value at the date of allocation that is less than the marital deduction amount as finally determined for federal estate tax purposes.

9.2. ALLOCATION TO TRUST B. Trust B shall consist of the balance of the Trust Estate, including all amounts disclaimed on behalf of the Surviving Settlor.

9.3. RULES CONCERNING ALLOCATION.

9.3.1. PERSONAL RESIDENCE. It is the Settlers' intention and desire that to the extent advisable in the Trustee's discretion, the real property which is part of the Trust Estate and which Settlers had used as their residence at the time of the Deceased Settlor's death (the "Personal Residence") be allocated to Trust A, to the extent the net value of the Personal Residence, as finally determined for federal estate tax purposes, does not exceed the Surviving Settlor's one-half ($\frac{1}{2}$) interest in the Settlers' community property. In the event the Personal Residence is not completely allocated to Trust A, the Surviving Settlor, during the Surviving Settlor's lifetime, shall have the exclusive use and enjoyment, free of rent, of the Personal Residence which may be part of the of the assets of Trust B. If the Personal Residence is sold by the Trustee, the Trustee is authorized to purchase a replacement residence of equal or lesser value to the existing residence for the use of the Surviving Settlor pursuant to the provisions of this Section.

9.3.2. DEFERRAL OF DIVISION OR DISTRIBUTION OF TRUST ASSETS. Whenever the Trustee is directed to divide any part of the Trust Estate or distribute Trust assets upon the death of either Settlor, the Trustee may, in the Trustee's discretion, defer actual division or distribution for a period not exceeding six (6) months after that Settlor's death. The ability of the Trustee to delay division or distribution shall not affect the vesting of interests in the respective shares, which shall be as of the date of death.

9.3.3. INSURANCE INTO TRUST B. Notwithstanding any other provision of this Trust Agreement to the contrary, if the Surviving Settlor is the insured on any life insurance policy of which the Trustee or the Deceased Settlor is the designated beneficiary, and the Deceased Settlor is, at the time of his or her death, the owner of all or any portion of any policy, which ownership interest or any portion of the policy has passed to the Trustee hereunder and the ownership interest was the separate property of the Deceased Settlor, the Trustee shall allocate the policy or the appropriate portion which the Deceased Settlor possesses to Trust B.

9.3.4. PHYSICAL DIVISION OF TRUST PROPERTY NOT REQUIRED. The Trustee need not physically segregate or divide the various Trusts, except when segregation or division is required because of the termination of one of the Trusts herein. Nevertheless, the Trustee shall keep separate accounts for the different Trusts. The Trustee may, however, make physical segregation of the Trust assets, if in the exercise of the Trustee's discretion that seems necessary and advisable. Nothing in this paragraph shall be construed to release the Trustee of the duty to prepare and furnish an accounting, if so requested.

10. DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST A.

10.1. DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST A DURING SURVIVING SETTLOR'S LIFETIME. The Surviving Settlor, during his or her lifetime, shall be entitled to all income and principal of Trust A, without limitation.

10.2. DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST A UPON SURVIVING SETTLOR'S DEATH. Upon the Surviving Settlor's death, the remaining assets of Trust A, including all accrued income, shall be distributed to such one or more persons or entities, including the Surviving Settlor's estate, that the Surviving Settlor may direct by his or her last will, expressly referring to this instrument and indicating an intention to exercise this power of appointment.

10.3. SURVIVING SETTLOR'S FAILURE TO EXERCISE POWER OF APPOINTMENT. If the Surviving Settlor fails to effectively exercise the above power of appointment, the entire remaining principal, all net income then held by the Trustee, and all income then accrued but not collected by the Trustee, after any payment of Death Taxes, Debts, and Expenses pursuant to the applicable provisions of this Trust Agreement, shall be distributed to the then acting trustee of Trust B to be thereafter held, administered, and distributed as provided for distribution of Trust B.

11. DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST B.

11.1. DISTRIBUTION OF INCOME OF TRUST B DURING SURVIVING SETTLOR'S LIFETIME. The Trustee shall pay to or apply for the benefit of the Surviving Settlor, as much of the net income of Trust B as the Trustee, in the Trustee's discretion, shall deem necessary for the Surviving Settlor's proper health, maintenance, support and education. In making this determination, the Trustee shall take into consideration, to the extent the Trustee shall deem advisable, any other income resources of the Surviving Settlor known to the Trustee and reasonably available for these purposes.

11.2. DISCRETION TO INVADE PRINCIPAL. If the Trustee deems the income payments to be insufficient, the Trustee shall, from time to time, pay to or apply for the benefit of the Surviving Settlor, a sum out of the principal of Trust B as the Trustee, in Trustee's discretion, deems necessary for the Settlor's proper health, maintenance, support and education. Such payment may be made, in Trustee's discretion, before or after Trust A has been exhausted.

11.3. DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST B UPON SURVIVING SETTLOR'S DEATH.

11.3.1. SURVIVING SETTLOR'S LIMITED POWER OF APPOINTMENT. The Surviving Settlor shall have a limited power to appoint the beneficiaries of Trust B upon the Surviving Settlor's death. The class of the beneficiaries, however, shall be limited to the issue of the union of ANGEL ALFONSO RIVERO, SR., and ROSA ELENA RIVERO. The power of appointment shall not be limited with regard to the shares or proportions to be allocated or with regard to whether distribution shall be outright or held in trust. The Surviving Settlor shall exercise this limited power of appointment by will, expressly referring to this instrument and indicating an intention to exercise this limited power of appointment.

If the Surviving Settlor fails to exercise the foregoing limited power of appointment, or to the extent that an attempt to exercise the power was ineffectual, the entire remaining principal, all net income then held by the Trustee, and all income then accrued but not collected by the Trustee shall be disposed of as provided in the Section below entitled "SURVIVING SETTLOR'S FAILURE TO EXERCISE LIMITED POWER OF APPOINTMENT."

Notwithstanding the above, however, if assets have been disclaimed into Trust B by or on behalf of the Surviving Settlor, the Trustee shall segregate the assets disclaimed by or on behalf of the Surviving Settlor and shall maintain said disclaimed assets as a separate sub-trust of Trust B. During the Surviving Settlor's

lifetime, the income and principal of this sub-trust shall be distributed as provided for distribution of Trust B. However, the Surviving Settlor shall not have the power to appoint beneficiaries as provided above for distribution upon death with regard to the balance of this sub-trust of Trust B. Rather, upon the death of the Surviving Settlor, the balance of this sub-trust shall be distributed as provided below.

11.3.2. SURVIVING SETTLOR'S FAILURE TO EXERCISE LIMITED POWER OF APPOINTMENT. Upon the Surviving Settlor's death, the Trustee shall distribute the entire remaining principal of Trust B, all net income then held by the Trustee, and all income then accrued but not collected by the Trustee, including any assets subsequently added to the Trust, into SIX (6) equal shares and distribute it as follows:

11.3.2.1. The Trustee shall distribute one (1) share to MARIA ROMERO, if then living; or, if MARIA ROMERO is then deceased, leaving issue then living, the Trustee shall distribute this share to those issue by right of representation. If neither MARIA ROMERO nor any of his issue is then living, this gift shall lapse.

11.3.2.2. The Trustee shall distribute one (1) share to RICARDO RIVERO, if then living; or, if RICARDO RIVERO, is then deceased, leaving issue then living, the Trustee shall distribute this share to those issue by right of representation. If neither RICARDO RIVERO, nor any of his issue is then living, this gift shall lapse.

11.3.2.3. The Trustee shall distribute one (1) share to ANA RIVERO if then living; or, if ANA RIVERO is then deceased, leaving issue then living, the Trustee shall distribute this share to those issue by right of representation. If neither ANA RIVERO, nor any of his issue is then living, this gift shall lapse.

11.3.2.4. The Trustee shall distribute one (1) share to ANGEL RIVERO, JR., if then living; or, if ANGEL RIVERO, JR., is then deceased, leaving issue then living, the Trustee shall distribute this share to those issue by right of representation. If neither ANGEL RIVERO, JR., nor any of his issue is then living, this gift shall lapse.

11.3.2.5. The Trustee shall distribute one (1) share to PEDRO RIVERO OCHOA if then living; or, if PEDRO RIVERO OCHOA is then deceased, leaving issue then living, the Trustee shall distribute this share to those issue by right of representation. If

neither PEDRO RIVERO OCHOA, nor any of his issue is then living, this gift shall lapse.

11.3.2.6. The Trustee shall distribute one (1) share to AMBER RIVERO if then living; or, if AMBER RIVERO is then deceased, leaving issue then living, the Trustee shall distribute this share to those issue by right of representation. If neither AMBER RIVERO, nor any of his issue is then living, this gift shall lapse.

11.4. HELD IN TRUST FOR BENEFICIARY. If at the time set for distribution of Trust principal, according to the provisions of this Trust Agreement, a beneficiary is under the age of TWENTY-ONE (21) years, then the Trustee shall not distribute that beneficiary's share of the Trust to him or her, but shall hold that beneficiary's allocated share of the Trust as follows:

11.4.1. BENEFIT OF BENEFICIARY. So long as the beneficiary is under the age of TWENTY-ONE (21) years, the Trustee shall pay to or apply for the benefit of the beneficiary, out of the beneficiary's allocated share, as much of the net income and principal of the Trust as the Trustee, in the Trustee's discretion, shall deem necessary for the beneficiary's proper health, maintenance, support and education. In making this determination, the Trustee shall take into consideration any other income or resources of the beneficiary known to the Trustee and reasonably available for these purposes.

11.4.2. TIME OF PAYMENT. The Trustee shall distribute to the beneficiary of the remaining Trust assets without regard to the needs of the beneficiary, as follows:

11.4.2.1. ONE HUNDREDD PERCENT (100%) of the then remaining Trust assets when the beneficiary reaches the age of TWENTY-ONE (21) YEARS.

11.4.3. DEATH BEFORE DISTRIBUTION. If a beneficiary for whom assets are being held pursuant to this Article dies before reaching the age of TWENTY-ONE (21) years, the undistributed balance of that beneficiary's share of the Trust Estate shall be distributed to such one or more persons or entities and such terms and conditions as the beneficiary shall appoint by (i) a written instrument exercising this power of appointment signed by the beneficiary and delivered to the Trustee during the beneficiary's lifetime; or (ii) a valid will or living trust executed by the beneficiary and specifically referring to this power of appointment and stating an intention to exercise it. If the beneficiary has failed to appoint beneficiaries as provided above, the

undistributed balance of the beneficiaries share of the Trust Estate shall be distributed to that beneficiary's issue by right of representation. If the beneficiary is not survived by issue then living, then the undistributed balance of that beneficiary's share of the Trust Estate shall be distributed to those persons then living who would have been entitled to distribution had the Surviving Settlor died immediately after the death of the beneficiary.

11.5. LIMITATIONS REGARDING TRUST B. It is the Settlor's intent that the assets allocated to Trust B shall not be included in the estate of the Surviving Settlor for Federal Estate Tax purposes. All provisions of this Trust Agreement shall be interpreted in accord with this intent. Notwithstanding any other provision of this Trust Agreement to the contrary, neither the Surviving Settlor nor the Trustee shall take any action and shall have no power that would cause the inclusion of Trust B in the Surviving Settlor's estate for Federal Estate Tax purposes.

11.6. TRUST B IRREVOCABLE. Notwithstanding any other provision of this Trust Agreement to the contrary, upon the Deceased Settlor's death, Trust B shall become irrevocable and cannot be amended by anyone including the Surviving Settlor.

12. RULES CONCERNING DISTRIBUTIONS.

12.1. POWERS REGARDING SUBCHAPTER S STOCK. If at any time the trust estate includes shares of stock in any corporations that have elected to be governed by the provisions of Subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code (IRC Section 1361 et seq., or any successor sections), then notwithstanding any other provision of this instrument, the trustee shall at all times manage those shares, and administer the trust estate, in a manner that will maintain the S corporation status. To satisfy this obligation, but without limiting the discretion of the trustee to take any action to protect the S corporation status, the trustee shall act as follows:

12.1.1. Allocation or Distribution to Permitted Shareholders. The trustee shall allocate or distribute shares of S corporation stock only to those trusts or those beneficiaries that are permitted to be shareholders of an S corporation.

12.1.2. Qualified Subchapter S Trust Provisions. If shares of S corporation stock are allocated to any trust created under this instrument and that trust does not otherwise qualify as a permitted shareholder under Internal Revenue Code Section 1361,

or any successor section, then notwithstanding any other provision of this instrument, that trust (or any portion of that trust containing S corporation stock) shall be administered so as to ensure that it is a Qualified Subchapter S Trust (QSST), an Electing Small Business Trust (ESBT), or some other form of trust that qualifies as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section. The S corporation stock in each such trust shall be held in separate share trusts (within the meaning of Internal Revenue Code Section 663(c), or any successor section) for each beneficiary; and all other property in each trust shall be held in a separate trust, which shall continue to be administered in accordance with the terms of this instrument.

With respect to the separate share trusts holding S corporation stock, the trustee shall make distributions of income and principal, and otherwise administer the trusts, to ensure that those trusts do not become ineligible shareholders of an S corporation. To the extent that the terms of this instrument are inconsistent with those separate share trusts qualifying as permitted shareholders of an S corporation, those terms shall be disregarded.

12.1.3. Other Trustee Administrative Powers. The trustee shall have the power (1) to enter into agreements with other shareholders or with the corporation relating to transfers of S corporation stock or the management of the S corporation; and (2) to allocate amounts received, and the tax on undistributed income, between income and principal. During the administration of a trust holding S corporation stock, the trustee may allocate tax deductions and credits arising from ownership of S corporation stock between income and principal. In making those allocations, the trustee shall consider that the beneficiary is to have the enjoyment of the property at least equal to that ordinarily associated with an income interest.

12.1.4. Beneficiary Agreement. The trustee shall not distribute any S corporation stock to any beneficiary unless, prior to that distribution, the beneficiary enters into a written agreement with the S corporation stating the following: (1) that the beneficiary will consent to any election to qualify the corporation as an S corporation; (2) that the beneficiary will not interfere with the S corporation maintaining its S corporation status; (3) that the beneficiary will not transfer the S corporation stock to any transferee who does not agree to execute a similar consent; (4) that the beneficiary will not transfer the stock in a manner that will cause a termination of S corporation status under the then applicable federal and state tax law and regulations; and (5) that the beneficiary will join in any attempt to obtain a waiver from the Internal Revenue Service of a

terminating event on the grounds of inadvertence if S corporation status is inadvertently terminated and the S corporation or any shareholder desires that S corporation status should continue.

12.1.5. Certificate to Bear Legend. If the Trustee receives any shares of S corporation stock whose stock certificates bear a legend stating that the transfer, pledge, assignment, hypothecation, or other disposition of the stock is subject to the terms set forth in the preceding subsection, then the stock certificates shall also bear that legend when the trustee distributes those shares of S corporation stock to a beneficiary.

12.1.6. No Disqualification of Marital Deduction. Any grant of power or discretion to the Trustee under this section shall be void to the extent that grant would cause the estate of the Deceased Settlor to lose all or part of the federal estate tax marital deduction, and in the event of an irreconcilable conflict between qualification of a trust as a permitted shareholder of an S corporation and qualification of that trust for the federal estate tax marital deduction, all of the S corporation's stock otherwise passing to that trust shall be distributed outright to the Surviving Settlor.

12.2. PAYMENT OF DEATH TAXES, DEBTS AND EXPENSES. Upon the Deceased Settlor's death, the Trustee may, at its discretion, pay the Deceased Settlor's Death Taxes, Debts and Expenses, as defined in this Trust Agreement, except that all such payments shall be made from the principal of Trust B. Upon the Surviving Settlor's death, the Trustee may, at its discretion, pay the Surviving Settlor's Death Taxes, Debts and Expenses, as defined in this Trust Agreement, except that all such payments shall be made from the assets of Trust A and/or Trust C, if any.

12.3. TAX APPORTIONMENT. Except as otherwise provided in this Trust Agreement, any federal estate tax or state tax shall be apportioned in the manner provided in Probate Code Sections 20100 et seq., concerning the proration of federal and California estate taxes, and Probate Code Sections 20200 et seq., concerning the proration of generation-skipping transfer taxes.

12.4. TREATMENT OF LAPSED GIFTS OR SHARES. Except as otherwise provided in this Trust Agreement, the following shall apply to lapsed gifts or shares: (i) If any specific gift lapses, that gift shall be added to and distributed as part of the balance of the Trust Estate; (ii) If a share of the Trust Estate lapses, the number of shares shall be reduced and the remaining shares shall be enlarged accordingly; (iii) If any Trust herein is directed to be distributed in percents, the lapsed share shall augment the

remaining shares so that the share of each beneficiary maintains the same proportion relative to the shares of the remaining beneficiaries; and, (iv) If the lapsed share or percent is a sub-part of the total distribution, the lapsed share or percent shall augment the shares of that sub-part.

12.5. SPECIFIC GIFTS. Where Settlers have made specific gifts through this Trust Agreement, the following shall apply unless specifically stated otherwise: (i) All specific gifts of property, whether real property or personal property, shall be distributed subject to any encumbrance including mortgage, deed of trust, or other lien existing at the date of death of the Surviving Settlor, or at the date of death of the Deceased Settlor, if the gift is directed to be made upon the death of one Settlor, regardless of any general directive in this Declaration of Trust to pay debts; and, (ii) Where a gift is described as a percentage or portion of the estate, that gift shall be calculated after payment of Death Taxes, Debts, and Expenses.

12.6. WRITTEN REQUEST FOR PAYMENT. Whenever the Trustee is required by the terms of the Trust to distribute or apply funds or property for the benefit of a beneficiary, the Trustee may, in the Trustee's sole discretion, accumulate such funds or property until such time as the Trustee receives a written request for payment from the beneficiary.

12.7. REMOTE BENEFICIARIES. If at the time of the Surviving Settlor's death or at any later time before full distribution of the Trust Estate, any beneficiary entitled to distribution under the terms of this Trust Agreement is deceased and no other disposition of that beneficiary's share of remaining Trust property is directed, that beneficiary's share shall be distributed one-half to those persons who would then be the Deceased Settlor's heirs and one-half to those persons who would then be the Surviving Settlor's heirs. The identities and the respective shares of each of them shall be determined by the Trustee as though the deaths of Settlers had occurred simultaneously and according to the laws of the State of California then in effect relating to the succession of separate property not acquired from a predeceased spouse. Except, however, if a beneficiary is specifically disinherited by the terms of this Trust Agreement, that beneficiary shall not be treated as an heir under the terms of this Article.

12.8. GIFTS UPON DEATH OF DECEASED SETTLOR IRREVOCABLE. Notwithstanding any other provision of this Trust Agreement to the contrary, any gift directed to be distributed upon the death of one Settlor is irrevocable upon the death of that Settlor. This provision shall not be construed to limit the right of the

Surviving Settlor to exercise any power of appointment granted by this Trust Agreement.

12.9. DISTRIBUTION OF SMALL TRUSTS. If the Trust share held for a beneficiary who is over the age of TWENTY-ONE (21) years has a total value at the end of any calendar year of less than \$50,000, the Trustee in the Trustee's discretion may distribute the entire share held for that beneficiary and may terminate the Trust for that beneficiary.

.*.~*.~*.~*.~*.~*.~*.~*.~*.*.

IV. INSURANCE PROVISIONS

13. INSURANCE: Settlers, or any other person, firm or corporation, may at any time hereafter designate the Trustees as beneficiary under insurance policies on Settlers' lives or the lives of others, and upon such designation, said policies and all proceeds therefrom shall become part of the Trusts established hereunder. Settlers, and any other person, firm or corporation each do hereby reserve the right, only to the party making such designations, from time to time, to revoke or modify said designations in whole or in part and the Trustees shall execute all documents or papers necessary to effectuate said revocations or modifications.

13.1. Upon a Settlor's death or the death of any other insured, the Trustees shall promptly proceed to collect the proceeds of any insurance policy or policies that are then part of the Trusts established hereunder and in connection therewith. The Trustees may issue their receipt therefor and the insurer shall be released of all obligations in connection with payment of said proceeds upon acceptance of such receipt. The Trustees shall have the right to execute and deliver all instruments or other paper writings required to collect such proceeds and to compromise or adjust disputed claims in any manner they deem appropriate. The Trustees shall not be obligated to take any action for the collection of such insurance proceeds unless and until they have been indemnified to its satisfaction against all loss, liability and expenses, including attorneys' fees, that it may incur in connection with such collection, and the Trustees may use any other part of the corpus of the Trusts established hereunder or income therefrom to pay such costs and expenses. Upon the receipt of the proceeds of any insurance policy, the same shall augment and become part of the Trusts established hereunder and shall be used, held and administered pursuant to the terms of this Trust Agreement.

13.2. Notwithstanding any other provision of this Trust Agreement, if either Settlor has designated life insurance to be the separate property of the non-insured spouse, Settlers agree that no portion of the policy or its proceeds on their respective lives shall be community property but rather shall be the sole and separate property of the spouse whose life is not insured by the policy despite the fact that community funds were used to pay the premiums for the life insurance. Moreover, the insured shall not have the power to amend or revoke this Trust Agreement so as to affect the life insurance policy or the proceeds where the policy remained the separate property of the other spouse.

14. RESERVATION OF INSURANCE POLICY RIGHTS:

14.1. While the owner of any insurance policy that is part of the Trust Estate is living, such owner does hereby reserve to the owner, without the consent or approval of the Trustees or any beneficiary hereof, all benefits, payments, dividends, surrender values, options, rights, powers and privileges with respect to such policies so owned including, but not limited to, the following:

14.1.1. The power to sell, assign, surrender, cancel or hypothecate said insurance policies or any of them.

14.1.2. The right to exercise any option or privilege granted by any of said insurance policies.

14.1.3. The power to borrow any sum in accordance with the provisions of any of the said insurance policies.

14.1.4. The right to receive all payments, dividends, surrender values, benefits, privileges of any kind that may accrue on account of any of said insurance policies during a Settlor's life or the lifetime of any other insured.

14.2. It is the intent of the parties hereto that the Trustees shall receive the proceeds of said insurance policies payable at the death of the Settlor or other insured, subject to all loans and charges against such proceeds as may have accrued during the Settlor's life or other insured's lifetime, and that the owner of such insurance policies, whether the Settlor or any other person, firm or corporation shall, during such owner's lifetime, retain all contractual rights, benefits, powers, privileges and options under such policies.

14.3. The Trustees shall execute, upon the request of the owner, any releases or other documents or papers to assist such owner in exercising any or all of the rights and powers reserved to the owner hereunder.

14.4. Nothing contained herein shall permit the Settlor to exercise any ownership right with respect to any insurance policy that is not owned by him.

15. SETTLORS' OBLIGATION TO PAY PREMIUMS: Settlers or any other owner of any insurance policy shall be under no obligation or duty to anyone, including any beneficiary hereof, to continue to pay any premiums, assessments or other charges necessary to keep said insurance policies in force, and Settlers and/or such owner shall be liable to no person, including any beneficiary hereof, should

any insurance policies held hereunder lapse or be canceled for any reason, including the nonpayment of premiums, assessments or other charges or should said insurance policies for any reason whatsoever be uncollectible.

16. LIMITATIONS ON TRUSTEE'S POWERS RE LIFE INSURANCE. Notwithstanding any other provision of this Trust Agreement to the contrary, if the Surviving Settlor is acting as sole Trustee of Trust B, then during such time as the Surviving Settlor is acting as sole Trustee, the Surviving Settlor, individually and as Trustee, shall have no power over or interest in any life insurance assigned to Trust B and insuring the life of the Surviving Settlor. With reference to such life insurance policy, the Trustee designated as second appointment shall be the special Trustee of the policies. If the Trustee designated as second appointment fails to act then the successor appointees shall serve in the order named. All decisions regarding the insurance shall be made solely by the special Trustee. If all successor Trustees fail to act then the Surviving Settlor shall apply to the court for the appointment of an independent Special Trustee for the life insurance policies.

17. USE OF LIFE INSURANCE PROCEEDS. The Trustee shall not pay Death Taxes, Debts, and Expenses or other obligations of the Deceased Settlor from the proceeds of any life insurance policy, if making those payments would be the sole cause of the proceeds being includable in the Deceased Settlor's gross estate for federal estate tax purposes.

.*.~*.~*.~*.~*.~*.~*.~*.~*.~*.

V. PROVISIONS REGARDING GENERATION-SKIPPING TRANSFER TAX

18. INTENTION REGARDING GENERATION-SKIPPING TRANSFER TAX. The Settlers each intend that the Trustee shall perform (or refrain from performing) such acts as authorized pursuant to the terms of this Trust Agreement, or otherwise, as the Trustee shall determine, in the Trustee's sole discretion, with respect to any liability for the generation-skipping transfer tax pursuant to Section 2601 of the Internal Revenue Code, whether imposed upon either Settlor, the Estate of either Settlor, any trust created by either or both Settlers, including without limitation the Trust or any sub-Trust created hereunder, or any beneficiary thereof, or upon any transferee or any other person or entity, in order to minimize the aggregate liability with respect to all estate, inheritance or other death taxes (including without limitation any generation-skipping transfer tax) occasioned or payable by reason of the death of either or both Settlers or otherwise arising as a result of transfers of property, whether outright or in trust, made by or on behalf of, or which are otherwise attributable to, either or both Settlers, whether during life or upon the death of either Settlor.

19. DUTIES REGARDING ALLOCATION OF GST EXEMPTION. The Trustee shall cooperate with and otherwise assist the executor of the Will of the Deceased Settlor and the executor of the Will of the Survivor (or such other persons who may make the election in the absence of an executor) in the allocation of all or any portion of each Settlor's GST exemption (as defined in Section 2631 of the Internal Revenue Code), or of a counterpart exemption under any applicable state law, which has not been allocated during the Settlers' respective lives. The Settlers do not require that any allocation of their GST exemptions benefit the transferees of any property equally, proportionally or in any other particular manner.

20. CREATION OF SEPARATE TRUSTS BASED ON INCLUSION RATIO. Notwithstanding any other provision of this Trust Agreement, if all or a portion of the GST exemption is or is anticipated to be allocated to any Trust hereunder, unless that Trust will thereby have an inclusion ratio (as defined in Section 2642 of the Internal Revenue Code) (the "Inclusion Ratio") of zero, that Trust shall be divided into two or more separate Trusts so that each Trust so created has an Inclusion Ratio of either zero (an "Exempt Trust") or one (a "Nonexempt Trust"). In so dividing a Trust- the Trustee shall distribute to the Nonexempt Trust property equal in value to the minimum amount necessary to establish that Trust with property in an amount necessary to provide an Inclusion Ratio of one while leaving the Exempt Trust with an Inclusion Ratio of zero. Further, if property in a Trust having a certain Inclusion Ratio is directed

to be added to a Trust with a different Inclusion Ratio, the Trustee may decline to make the addition and, instead, may administer the property as a separate Trust with provisions identical to the Trust to which it otherwise would have been added.

21. DISCRETIONARY DISTRIBUTIONS TO CHILDREN OF A DECEASED PARENT. Notwithstanding any provision in this Trust Agreement to the contrary, if property is otherwise to pass to, or is to be held in trust for, a lineal descendant of the Settlor (or of a former spouse of a Settlor), the Trustee shall have the power, exercisable in the Trustee's sole discretion, to distribute all or any portion of such property outright to such lineal descendant if Section 2612(c)(2) of the Internal Revenue Code is applicable to such lineal descendant and the Trustee makes a determination that under Chapter 13 of the Internal Revenue Code that distributions of income or principal to such lineal descendant would be subject to the generation-skipping transfer tax, and outright payment of such property to such lineal descendant would not be subject to the generation-skipping transfer tax.

22. POWER TO GRANT AND REVOKE GENERAL TESTAMENTARY POWER OF APPOINTMENT. The Trustee shall have the sole discretionary authority to amend the terms of any Trust created hereunder having an Inclusion Ratio greater than zero (a) to grant to any Beneficiary thereof a general testamentary power of appointment (as defined for Federal estate tax purposes) with respect to such Beneficiary's interest therein, if the Trustee deems, in the Trustee's sole discretion, such action to be in the best interests of the Beneficiaries of the Trust as a group, and (b) to eliminate or otherwise revoke such power of appointment, if created. Any amendment pursuant to this Paragraph may limit the amount subject to the power of appointment, may limit the class of permissible appointees of such Beneficiary's interest (including without limitation an appointment to only that Beneficiary's creditors), may require that the power of appointment be exercised jointly with another in a manner consistent with the objectives of the power or otherwise impose such conditions and limitations on its exercise as the Trustee shall determine. Any amendment granting a power of appointment shall be in writing stating any limitations on the exercise of such power and the manner in which it may be exercised. The Trustee shall send a copy of such amendment to the Beneficiary who is the grantee of the power. The Trustee may exercise the powers described in this Paragraph from time to time, and the Trustee may modify or reverse their prior exercise at any time.

23. POWERS AND DUTIES REGARDING PAYMENT OF GENERATION-SKIPPING TRANSFER TAX LIABILITY. If the Trustee determines that (a) any termination of an interest in or a power over Trust property

constitutes a taxable termination pursuant to Section 2612(a) of the Internal Revenue Code, or (b) any distribution of Trust property constitutes a direct skip pursuant to Section 2612(c) of the Internal Revenue Code, the Trustee shall pay the amount of generation skipping transfer tax arising from such termination or distribution from the Trust property to which it relates, without adjustment of the relative interests of the Trust Beneficiaries. If the Trustee determines that any distribution from a Trust (other than pursuant to a power to withdraw or appoint) is a taxable distribution pursuant to Section 2612(b) of the Internal Revenue Code, the Trustee shall have the power, exercisable if and to the extent determined by the Trustee in the Trustee's sole discretion, to augment the distribution by an amount which the Trustee estimates to be sufficient to pay all or a portion of the generation-skipping transfer tax arising as a result of such distribution and shall charge the amount of the augmentation against the Trust to which the distribution relates. In general, any payment required to be made pursuant to this Paragraph or otherwise by the reason of the death of, or an assignment by, a Settlor shall be charged, first, entirely, or to the extent possible, to a Nonexempt Trust. If any generation-skipping transfer tax paid pursuant to this Paragraph is imposed in part by reason of Trust property in part by reason of property not held as part of the Trust Estate, the Trustee shall only pay that portion of the tax which the value of the Trust property taxed bears to the total property taxed, taking into consideration deductions, exemptions and other factors which the Trustee deems pertinent, in the Trustee's sole discretion.

24. GENERAL POWERS REGARDING GENERATION SKIPPING TRANSFER TAX AND OTHER CONSIDERATIONS. All provisions of this Trust Agreement, except to the extent inconsistent with the objectives of either Settlor, shall be construed to permit the division, consolidation and administration of, and distributions from, the Trust in a timely manner consistent with the Settlor's objective of obtaining the efficient and effective use of their respective available GST exemptions and otherwise reducing the incidence of the generation-skipping transfer tax and other death taxes. Except as expressly provided in this Trust Agreement to the contrary, the Trustee shall have the sole discretionary authority to do any and all acts as the Trustee may deem necessary or desirable in furtherance of the Settlor's intentions, subject to the Trustee's fiduciary and other considerations, including without limitation the authority to:

24.1. allocate the burden of any generation- skipping transfer tax in an equitable manner, whether or not pro rata;

24.2. pay or withhold any generation- skipping transfer taxes levied upon any Trust from such sources of funds as the Trustee deems prudent and advisable;

24.3. make adjustments, unless otherwise restricted, in the amounts to be received by the Beneficiaries in compensation for the tax consequences of paying or otherwise allocating the burden of the generation- skipping transfer tax;

24.4. make distributions to Beneficiaries from such sources of funds or other property as the Trustee deems prudent and advisable, unless otherwise restricted;

24.5. divide any Trust established or to be established pursuant to this Trust Agreement into separate Trusts; and

24.6. consolidate or otherwise combine separate Trusts: (1) having identical Inclusion Ratios; or (2) having different Inclusion Ratios if the Trustee believes that economic efficiency or other compelling considerations justify sacrificing their distinct generation- skipping transfer tax characteristics.

Except as expressly provided to the contrary in this Trust Agreement, if a Trust otherwise to be established is divided under the provisions of this Article into separate Trusts, each such sub-Trust shall have the same provisions as the Trust from which it was established and references in this Trust Agreement to such original Trust shall collectively refer to the separate sub-Trusts derived from it. The Trustee may exercise the powers described in this Paragraph from time to time, and such powers may be used to modify or reverse their prior exercise. In deciding whether and how to exercise these powers, the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various Trusts and their Beneficiaries, present and future financial and other objectives of the various Trusts and their Beneficiaries, the need or desirability of having the same or different Trustees for various Trusts or shares, and any other considerations the Trustee may deem appropriate. There is no requirement that any acts taken to reduce the incidence of any tax occasioned or payable by reason of the death of either or both Settlers benefit the transferees of such property equally, proportionally or in any other particular manner.

25. SUCCESSOR TRUSTEE FOR CERTAIN PURPOSES. Notwithstanding anything herein to the contrary, the Trustee may not exercise any power granted pursuant to this Article including, without limitation, (a) the power to make or participate in any decision

regarding the allocation of the Settlor's respective GST exemptions and (b) the power to create, eliminate or modify any power of appointment, in any way that would have the effect of granting the Trustee a general power of appointment (as defined for Federal estate tax purposes) over property with respect to which the Trustee would not otherwise have such a general power. If this prohibition renders the Trustee unavailable to perform a duty or exercise a particular power, the person who would serve as successor Trustee to the Trustee shall serve as the Trustee for that limited purpose. If the successor Trustee so selected would similarly be prohibited from acting pursuant to the provisions of this Paragraph, the procedure provided in this Trust Agreement for selecting a successor Trustee shall be followed until a successor Trustee not so prohibited shall serve as Trustee for that limited purpose.

26. EXONERATION OF TRUSTEE. The Trustee shall not be liable for any good faith exercise of, or failure to exercise, the Trustee's powers pursuant to the provisions of this Article. In the event the Trustee's actions result in a detriment to one or more Beneficiaries or other transferees, it is the Settlor's intention that such Beneficiaries and transferees shall exonerate and otherwise hold harmless the Trustee with respect to such detriment.

VI. TRUSTEE'S PROVISIONS

27. TRUSTEES' RIGHTS, POWERS, PRIVILEGES, AUTHORITIES AND IMMUNITIES: Prior to (1) receipt of written notice to the Trustees that the Settlers have relinquished the Settlers' right to manage and control the Trust assets, (2) receipt by the Trustees or its Successor of written notification of incapacity of the Settlers in the form of either a written statement by two (2) or more licensed medical doctors or a court order for a conservator of the Settlers, or (3) written notice of the death of the Settlers, the Settlers shall retain and maintain the right to manage and control the Trust assets in the same manner as prior to their transfer to this Trust notwithstanding whether the Settlers act in their capacity as Settlers or Trustees. Any property that may be acquired by the Trustees hereunder from the Settlers or any other person and any and all property acquired by the Trustees under any Will executed by Settlers or any other person in any manner whatsoever shall constitute the Trust Estate. The Trustees, in administering the Trust Estate during the terms of the Trusts hereunder including the initial Trust and all subsequent Trusts created hereunder, shall have the following specific rights, duties, powers, privileges, authorities, immunities and obligations in addition to those conferred upon a trustee by law. Furthermore, the following powers may not be exercised in any manner that would result in the loss of, or decrease in, any marital deduction or charitable deduction otherwise allowable in determining the federal estate taxes. In the case of a Trustee that is also a beneficiary, the following powers are further limited to the extent necessary to avoid the creation of a general power of appointment in favor of the Trustee:

27.1. To hold, operate, possess, manage and control the Trust Estate for the purposes and uses herein set forth in the manner indicated herein and with all the powers now or hereafter conferred upon trustees by applicable state law including those powers appropriate for the orderly and effective administration of the Trust. In addition, such powers shall include, but shall not be limited to, the following powers:

27.1.1. To invest, participate, register, hold title to stocks (including stock of the Trustee), bonds, warrants, options (including put and call options), commodities or any other security (including any common trust fund established by Trustee), whether in cash or on margin, whether in its own name, in the name of its nominee or nominees (without disclosing the Trust) or in bearer form; and to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and

liquidations and, in connection therewith, to deposit securities with and transfer title and delegate discretions to any protective or to other committee as the Trustee may deem advisable; and to vote in person or by proxy, any and all shares of stock or other voting securities comprising any part or all of the Trust Estate and to grant such proxies, discretionary or otherwise, as the Trustee deems advisable.

27.1.2. To register or hold title to stocks, bonds, other securities or any other trust property in its own name, or in the name of its nominee or nominees without disclosing the Trusts, or in bearer form. Also, to hold title solely in the name of one Trustee even though there are two or more Trustees serving at any one time with the express written permission of all of the Trustees hereunder, however.

27.1.3. To vote in person or by proxy, any and all shares of stock or other voting securities comprising any part or all of the Trust Estate and to grant such proxies, discretionary or otherwise, as the Trustees deem proper. Also, to participate in voting trusts, pooling agreements, foreclosures, reorganizations and consolidations and, in connection therewith, to deposit securities with and transfer title and delegate discretion to any protective or other committee as the Trustees may deem advisable.

27.1.4. To acquire, sell, transfer, assign, exchange, partition, change the character of or otherwise dispose of or deal with any part or all of the Trust Estate for cash or on terms, to any person, firm or corporation, in such manner and at such prices as the Trustees deem advisable, and any such sale, disposition, or acquisition may be made at public or private sale as the Trustees shall determine.

27.1.5. To invest and reinvest any part or all of the property comprising the Trust Estate and any income earned therefrom in any mutual fund, common trust, legal and discretionary including, but not limited to, funds or trusts that may be established, operated or controlled by any Trustee.

27.1.6. To make loans to any person, including the executor of either Settlor's estate, trustee of any trust created by either Settlor (irrespective of whether the executor of such estate or the trustee of such trust maybe the same as the Trustee of this Trust), at such terms and at such rates of interest as the Trustee deems advisable in Trustee's discretion.

27.1.7. To purchase, accept transfer, accept assignment, or otherwise acquire any property, whether real or personal,

tangible or intangible; or sell (for cash or on deferred payments), convey, exchange, partition, divide or otherwise dispose of any Trust property.

27.1.8. To retain any of the original property received from the Settlers or his/her estate or from any other person (including specifically, but not limited to, any stock in closely-held corporations, or interests in partnerships or joint ventures or other business enterprises, and stocks, bonds and securities) regardless of the character or class of such property or whether it leaves a disproportionately large part of the Trust Estate invested in one type of property, for such time as the Trustees shall deem advisable and to dispose of or deal with such property by sale, lease, exchange or otherwise, as, when and in such manner as the Trustees shall deem advisable.

27.1.9. To engage or to continue to participate in any business or enterprise whatsoever including, but not limited to, farming operation, and to invest or reinvest the funds of the Trust Estate in said business in association with any person, firm or corporation whatsoever, including any of the beneficiaries hereof. Also, to conduct or to cease to conduct any such business in any form of organization or entity.

27.1.10. To borrow money from any person, for such periods of time and upon such terms and conditions as the Trustee deems advisable, including the power to borrow from the executor of either Settlor's estate, or the trustee of any other trust created by the Settlers, the Trustee of this Trust or any beneficiary hereof; to mortgage or pledge such portion of the Trust Estate as may be required to secure such loan or loans; and as maker or endorsee to renew or extend any loans made by a Settlor or Settlor's estate; to establish lines of credit and to guarantee any and all loans made to the Settlers or to corporations that either Settlor is shareholder or officer, regardless of the purpose of the loan. Upon the Deceased Settlor's death, this power shall be limited with regard to Trust B and Trust C, if any, to borrow for a Trust purpose.

27.1.11. To deal for and on behalf of the Trust Estate with the Executor of a Settlor's estate, or with any beneficiary or beneficiaries hereof, or with any firm, corporation or business organization in which the Executor, or the beneficiaries hereof may in anywise be interested.

27.1.12. To lease Trust property for terms within or beyond the term of the Trust, for any purpose, including exploration for and removal of gas, oil, and other minerals and to

enter into community oil leases, pooling and unitization agreements.

27.1.13. To issue, acquire, grant, sell, purchase, under-write or otherwise deal in or with annuities, whether private annuities or commercial annuities, with any person or persons including any beneficiary hereof and in connection therewith to issue or sell such annuities to such persons at such prices and providing such benefits and also such other terms, conditions and provisions as the Trustees, in its sole and absolute discretion, shall determine.

27.1.14. To appoint and employ general or special agents, attorneys, accountants, custodians, investment counsel and such other persons as the Trustee deems advisable to assist the Trustee in the administration of this Trust. Reasonable compensation for all services performed by any expert or 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. Also, to grant any power of attorney subject, however, to the limitation that any power of attorney the Trustee creates shall cease when the appointing Trustee ceases to act as Trustee.

27.1.15. To make, exercise, execute, acknowledge and deliver all contracts, deeds, leases, instruments and other documents or papers containing such terms, provisions, covenants and warranties as the Trustee deems advisable.

27.1.16. To exercise at such time and in such manner as the Trustees shall determine is appropriate any right, option or election that may from time to time be available to them in administering the Trust Estate and Trusts established hereunder in connection with or relating to any provision of any tax law including, but not limited to, the Internal Revenue Code and the Regulations issued thereunder as are now or hereafter in force, and the Trustees' exercise thereof shall be binding upon all of the beneficiaries hereof; provided, however, no such option, election or rights shall be exercised by the Trustees with respect to the administration of Trust B to be included in the gross estate of the Surviving Settlor.

27.1.17. To pay or contest any claim; to settle a claim by or against the Trust by compromise, arbitration or otherwise; to release, in whole or in part, any claim belonging to the Trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.

27.1.18. To partition, allot, distribute, make any division or distribution of the Trust Estate directed hereunder in kind and/or in cash in its sole discretion, but any property divided or distributed in kind shall be taken at its fair market value at the time of said division or distribution, and if the same has no fair market value then at such value as the Trustees shall determine and the Trustees shall not be required to make a physical division of the property comprising the Trust Estate except where necessary for distribution, but may keep such property in one or more consolidated funds in which the Trusts established hereunder shall have undivided interests. Any such distribution may be in undivided interest or in kind or partly in kind. The Trustees shall be under no obligation to make a pro rata division or distribution of the same assets to beneficiaries similarly situated. Rather, the Trustees may make non-pro rata divisions between trusts or shares and non-pro rata distributions to beneficiaries as long as the respective assets allocated to separate Trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value. The income tax basis of assets allocated or distributed non-pro rata need not be equivalent and may vary to a greater or lesser amount and no adjustment need be made to compensate for any difference in basis. The Trustees may make all of the foregoing decisions in its sole and absolute discretion.

27.1.19. To determine whether money or other property or proceeds therefrom coming into the hands of the Trustees hereunder shall be treated as income or principal and to charge and apportion receipts, gains, losses, taxes, costs and expenses to income or principal in accordance with the laws of the State of California, or in the absence of any such laws in accordance with generally accepted principles of Trust accounting; however, any and all of the foregoing items that are attributable to Trust B, that are doubtful shall be treated as income and the decision and judgment of the Trustees made pursuant to the terms hereof shall be binding upon all of the beneficiaries hereunder.

27.1.20. To receive additional property from any source, including any other Trust established by the Settlers during the Settlers' lifetime, or established by any other person, including any beneficiary hereof, during such person's lifetime or from the Settlers' or any other person's estate, and to hold and administer such additional property as part of the Trust Estate; provided, however, the Trustees shall not be required to accept such additional property without its consent if the receipt thereof would involve additional duties or responsibilities unless the Trustees shall agree to accept the same.

27.1.21. To rely upon affidavits, letters, paper writings or other information that the Trustees in good faith determine is reasonably correct, and the Trustees shall not be liable for any actions taken in reliance thereon.

27.1.22. To elect any settlement option as may be available under any or all of the policies or other contractual agreements now or hereafter a part of the Trust Estate.

27.1.23. The powers, rights, authorities, and immunities granted herein to the Trustees shall be exercised in whole or in part from time to time without any order or approval of any court or other authority, and said powers, rights, authorities and immunities shall be deemed to be supplementary to and not exclusive of the general powers conferred upon a trustee by law, and the Trustees are further authorized to do such other acts and things that, in its sole discretion, the Trustees determine are appropriate in administering the Trust Estate.

27.1.24. To register or take any certificate, record title or other evidence of ownership of any asset in the name of the Trustees, or a nominee of the Trustees, with or without disclosure of fiduciary relationship, in order to facilitate more readily the administration of the Trust Estate.

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

27.1.26. To acquire, retain, or abandon underproductive or non-productive property.

27.1.27. To improve, alter, or make ordinary or extraordinary repairs of any Trust property including the demolition of any improvements.

27.1.28. To subdivide, develop or dedicate to public use any real property that is part of the Trust Estate; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.

27.1.29. To grant an option involving the disposition of a Trust asset, or to take an option for the acquisition of any asset.

27.1.30. To pay all costs, expenses, claims, losses, calls, assessments, taxes (including, but not limited to, income taxes, estate taxes, gift taxes or inheritance taxes on the estate of either Settlor), property taxes and use taxes, reasonable compensation, debts of Settlers, the costs of any final illnesses of Settlers, and the cost of Settlers' funerals and final disposition, and authorize any actions necessary to arrange for Settlers' funerals and final disposition; provided, however, that such payments shall not be made from the principal of Trust B for the debts and costs of the Surviving Settlor.

27.1.31. To carry insurance of the kinds and in the amounts the Trustee considers advisable (including errors and omissions insurance, for the acts and omissions of the Trustee), at the expense of the Trust, to insure and protect the assets of the Trust and the Trustee personally against any risk, liability or hazard.

27.1.32. To advance money or property for the protection of the Trust and for all expenses, losses and liabilities sustained in the administration of the Trust or because of the holding or ownership of any Trust asset, for which advances, with any interest thereon, the Trustees shall have a lien on the Trust assets as against the beneficiaries. Also, to advance money or property to or for the benefit of any beneficiary hereunder.

27.1.33. To initiate or defend, at the expense of the Trust, any litigation with respect to the Trust or any property of the Trust, and to employ such counsel as the Trustee shall deem advisable for that purpose. The Trustee's powers under this paragraph shall apply during the term of the Trust and after distribution of Trust assets. The Trustee shall have no obligations or duties, however, for any litigation or claim occurring after distribution of the trust assets, unless the Trustee is adequately indemnified by the distributees for any loss connected with such matters.

27.1.34. To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the Trust, any property subject to any such security.

27.1.35. To apply for and to deal with governmental agencies and make applications for, receive and administer any of the following benefits, if applicable: Medi-Cal, Social Security, Medicare, Medicaid, Supplemental Security Income, In Home Support Services, and any other government resources and community support services available to the elderly; e.g. California Department on

Aging, Federal Older Americans Act, Nursing Home Ombudsman, "Senior Day Care" programs, and senior centers.

27.1.36. To divide the Trust into two or more separate Trusts of equal or unequal value, but on the same terms and with the same beneficiaries, so that the transferor's exemption may be allocated to one of the Trusts to the exclusion of the other, or, disproportionately between them but only if the Trust Estate is or may be subject to the federal generation-skipping transfer tax.

27.1.37. To merge without court approval any portion of Trust A and B with any other Trust otherwise created hereunder whose terms are substantially identical providing that the Trustee, in their reasonable discretion, determine that administration as a single Trust will be consistent with the intent of the persons who established the Trusts and will facilitate Trust administration without defeating or impairing beneficial interests and without incurring any additional taxes of any kind.

27.1.38. To hold back any promissory note or notes for which gain would be accelerated under Internal Revenue Code Section 453B if distributed to a beneficiary. In this event, the note or notes shall be held in Trust and the payments received by the Trustees for the note shall be distributed when received to the beneficiary or its successor-in-interest.

27.1.39. To purchase at less than par obligations of the United States of America that are redeemable at par in the payment of any federal estate tax liability of the Settlor or his spouse in the amounts that the Trustees deem advisable. For that purpose, the Trustees may partition a portion of the community property of the Trust Estate, if any, and make the purchases from either or both portions. The Trustees shall exercise the Trustees' discretion and purchase these obligations if the Trustees believe that either the Settlor or his spouse is in substantial danger of death. The Trustees shall not be liable to any person for losses resulting from such purchases made in good faith.

27.1.40. To withhold payment from or for distribution to any beneficiary without payment of interest if the Trustees determine that the distribution may be subject to conflicting claims, tax deficiencies or any other contingent or non-contingent liability in the sole and absolute discretion of the Trustees.

27.1.41. To resign as Trustees of the Trust effective upon thirty (30) days' written notice either to the other Trustees, if any, or to all known, current income beneficiaries.

27.1.42. To establish reasonable reserves that shall be charged to income from time to time for purpose of protecting the Trust assets including, but not limited to, depreciation, capital improvements, depletion, anticipated losses and amortization.

27.1.43. To prorate and charge federal estate and state inheritance taxes imposed on the estate of the Settlor or the surviving spouse of the Settlor against the Trust Estate and beneficiaries thereunder as provided in California Probate Code Section 20100 and related sections, or any successor statutes without giving effect to Internal Revenue Code Section 2207A. Also, the Trustees shall pay out of the principal of any Trust Estate only that portion of the tax as the value of the property in the Trust Estate giving rise to the tax bears to the total value of all property in separate Trusts giving rise to the tax. Also, the Trustees shall have the power to take any action and to make any election to minimize the tax liabilities of this Trust and its beneficiaries. The Trustees shall have the power to allocate the benefits among various beneficiaries and to make adjustments in the rights of any beneficiary or between the income and principal accounts to compensate for the consequences of any tax election that the Trustees believe has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

27.1.44. To amortize any bond premium paid by the Trustees on behalf of any Trust created by this Trust Agreement by making periodic charges against the interest received from the bond on which the premium was paid.

27.1.45. To prepare and sign all tax returns and other documents required by law.

27.1.46. To fulfill and comply with the terms of any Buy-Sell Agreements entered into by the Settlor as they apply to the assets of this Trust.

27.1.47. To establish and maintain commercial, savings and or savings and loan accounts with any financial institution deemed advisable by Trustee.

27.2. MANAGEMENT OF INVESTMENTS: The Settlor reserve the power to control management of the investments of the Trust by instructing the Trustee that one of the following policies for

investment management shall be operative as to all or any one or more of the assets of the Trust.

27.2.1. FULLY DIRECTIONAL POLICY. Under this policy the Trustee shall not exercise any discretionary powers, shall not review and evaluate or make a recommendation as to the investment management of any asset of the Trust to which such policy is operative nor evaluate and make a recommendation as to the propriety of any investment management direction given to the Trustee. The Settlers shall direct the Trustee as to the manner in which the Trustee shall exercise any or all of the discretionary powers conferred on the Trustee in this Agreement with respect to all or any part of the assets of the Trust to which such policy shall be operative. The Trustee shall have no obligation to request such directions.

27.2.2. MANDATORY CONSULTATION POLICY. Under this policy, the Trustee shall periodically review the investments of the Trust to which such policy is operative and shall make such recommendations respecting them as the Trustee deems appropriate to conform to the disbursement requirements of the Trust and the investment objectives stated by the Settlers. The Trustee shall not implement such recommendations unless such action is approved in writing by the Settlers. If a recommendation is disapproved, the Trustee may be directed by the Settlers to take alternative action.

27.2.3. FULLY DISCRETIONARY POLICY. Under this policy, the Trustee shall exercise any or all of the discretionary powers conferred on the Trustee under this Agreement with respect to the investments of the Trust to which such policy is operative, without consultation with or prior approval of the Settlers.

27.2.4. ALL DIRECTIONS TO THE TRUSTEE SHALL BE IN WRITING. A direction that a specified policy shall be applicable to specified assets shall remain in effect until changed by the Settlers or as otherwise provided in this Section. Unless otherwise informed in writing by either Settlor, the policy of this Trust shall be the "FULLY DIRECTIONAL POLICY".

27.2.5. The Trustee shall comply with such written directions and shall incur no liability to any beneficiary for compliance with any such direction, including any directions made during such period of time as trustee shall provide investment advisory service at the request of Settlers. However, the Trustee need not comply with any direction that, in the sole judgment of the Trustee, would result in an unreasonable increase in the administrative or ministerial duties of the Trustee. It is the intent of the Settlers that, with respect to management of the

property of the Trust during any period of time in which the Settlers shall exercise such reserved powers, the Trustee shall not be liable for any loss resulting from any action or non-action so directed. The right of the Trustee to refuse to comply with a direction is for the exclusive benefit of the Trustee and shall not be construed to imply a duty to evaluate the propriety or quality of a directed action or non-action.

27.3. HOLDING TITLE TO REAL ESTATE INVESTMENT PROPERTY.

27.3.1. DEFINITION OF INVESTMENT PROPERTY. This Article shall apply to real property or interests therein that are intended to be held as an investment if not used exclusively as the residence of the Settlers. Title thereto shall be taken in the name of the Trustees.

27.3.2. POSSESSION AND MANAGEMENT RESERVED. The exclusive rights of possession and management of investment property that is or may hereafter be conveyed to the Trustees is reserved by the Settlers.

27.3.3. RESPONSIBILITY FOR PROPERTY. While the Settlers shall exercise the exclusive rights of possession and management over investment property, the Settlers shall be solely responsible for management, maintenance and protection of such property, including negotiation of leases, collection of rentals, enforcement of obligations of lessees, arranging for and paying all recurring and nonrecurring expenses and other obligations pertaining to the property and verifying the correctness of real estate tax assessments and the necessity for and adequacy of casualty and other insurance coverage on the property. If the property is not insured under the Trustees' Trust blanket insurance program, the Settlers will cause the Trustees to be named as an additional insured under any insurance policy.

27.3.4. RESPONSIBILITIES OF TRUSTEES. The Trustees' sole responsibilities under this Agreement shall be to hold title to such investment property in the Trustees' fiduciary capacity.

27.3.4.1. With respect to real estate taxes and assessments, the Trustees shall not be obligated to pay any assessment, verify the correctness of assessed valuation or any assessment.

27.3.4.2. If authorized to do so, the Trustees shall insure such property under its Trust blanket insurance program and shall charge the premium to the Trust Estate.

27.3.4.3. The Trustees may carry liability insurance for the Trustees' protection, the cost of which will be charged to the Trust.

27.3.4.4. The Trustees shall have no responsibilities for the management, maintenance or protection of such investment property, other than as described above, unless expressly requested by the Settlers in writing to assume any other responsibility or to provide any additional service for such property. If the Trustees are requested by the Settlers in writing to assume any responsibility or to provide any additional service for such property, while the Settlers shall have the possession and use thereof, the Trustees shall receive additional compensation as provided in its Schedule of Fees and Charges.

27.3.5. The Settlers shall protect and indemnify the Trustees against all losses, liabilities and expenses that may result directly or indirectly from such reserved right to management and possession of such property, and the Trustees shall have, in addition to any other right conferred by law, a lien upon the income and principal of the Trust Estate for payment thereof, with the right to take possession of and reimburse itself from the income and principal.

27.4. POSSESSION, USE AND DISPOSITION OF TANGIBLE ARTICLES OF A PERSONAL OR DOMESTIC NATURE.

27.4.1. TRANSFER OF TITLE TO TRUSTEES. By a separate written instrument, the Settlers shall have the right to assign and transfer to the Trustees all household furniture and furnishings and all other tangible articles of a personal or domestic nature that the Settlers may then own, and all of such property thereafter acquired by the Settlers, exclusive, however, of any boats or motor vehicles that the Settlers may then or thereafter own, reserving, however, the exclusive right to possession of such tangible personal property for the personal use of the Settlers, together with the right to dispose of and to replace such property from time to time. Such tangible personal property is presently situated at the residence of the Settlers. It shall not be necessary for the Trustees to inventory this property at any time or make any physical inspection of it.

27.4.2. TRUSTEES' RESPONSIBILITIES. During the lifetime of the Settlers, the Trustees shall not be required to take possession of said property nor to account for the same to the Settlers or any beneficiary of the Trust, and shall have no duties or responsibilities with respect to the safekeeping, insurance, management, and care of said property during such time. The

Trustees shall be responsible only for items of tangible personal property as are actually found in and about such residence at the death of the Surviving Settlor or at the abandonment of such residence by the Settlers and actually taken into the physical custody of the Trustees at that time. The Trustees shall have no duty to make inquiry as to the disposition of any items of tangible personal property that may have been located in or about such residence at any time prior thereto. The Trustees are authorized in its sole judgment and discretion to pay the expenses of storing such property during such time as the Settlers or the survivor are or is unable to retain physical possession thereof because of illness or other incapacity.

27.4.3. DISTRIBUTION OF PROPERTY. Upon the death of the Surviving Settlor, the Trustees shall distribute all of such tangible personal property in accordance with written instructions filed with the Trustees.

27.4.4. EXPENSES OF PACKING AND SHIPPING. The expenses of packing, insuring and shipping all or any portion of such articles to the distributees of such property, and the costs thereof are to be charged and paid from the Trust Estate as an expense of administration, and not charged to any distributee thereof.

27.5. UNIFIED CREDIT TRUST. It is also the intention of the Settlers that Trust B established hereunder shall in effect qualify for the unified credit under the applicable federal estate tax laws in effect at the time of the Settlor's death and shall not be includable in the gross estate of the Surviving Settlor for federal estate tax purposes, and, in interpreting any of the terms hereof or in exercising the rights, powers, authorities, privileges and immunities granted and conferred herein, there shall be no interpretation of any of the terms hereof, nor shall the Surviving Settlor, either as Trustees or in any capacity, have any right, power, privilege, authority, or immunity that would cause the corpus of Trust B to be included in the gross estate of the Surviving Settlor, and accordingly all of the rights, powers, authorities, privileges and immunities granted to the Settlers or the Trustees under this Trust Agreement shall be subordinate to the within provision with respect to the Trustees' administration of said Trust B and the interpretation of the terms hereof.

27.6. CONTINUATION OF TRUSTEES' POWERS. All powers, duties and immunities of the Trustees shall continue after termination of any Trust period created under this Trust and until the Trustees have made actual, final distribution of the property of the Trust and have otherwise terminated all other business relating to the Trust.

28. CO-TRUSTEE CAN ACT ALONE. As long as Settlers are also Co-Trustees, either one of the Co-Trustees may act alone with reference to any powers of the Trustee just as if he or she was the sole Trustee. Any person dealing with one of the Trustees shall not have the right to insist on the other Co-Trustee joining in on any transaction.

29. TRUSTEES' COMPENSATION.

29.1. Trustees shall receive reasonable compensation for its services hereunder and reimbursement for any expenses it incurs as Trustees. It is the intention of the parties hereto that at all times the Trustees will receive for ordinary services compensation by a professional trustee at its then current rate for similar services and fair and reasonable compensation for its extraordinary services, if any.

29.2. Trustees shall be entitled to pay such reasonable compensation from time to time without prior court order or approval of any beneficiary. Trustees may waive the right to compensation. Notwithstanding any of the foregoing, however, all compensation to the Trustees shall be documented and reported at least annually to the vested income beneficiaries.

29.3. If the Settlers terminate the Trusts established hereunder or remove or replace any Trustee prior to the funding of said Trusts, then in such event the Trustee shall be entitled to a reasonable fee for services rendered hereunder, if any, but in no event shall such fee exceed the sum of One Hundred Dollars (\$100).

30. TRUSTEES' RECORDS.

30.1. The Trustees shall keep complete records of all receipts, disbursements and other transactions involving the separate Trusts and separate Trust shares established hereunder.

30.2. All such records shall be the property of the Trustees, but such records, together with the Trust property and all evidences thereof, shall be available for inspection by any and all adult beneficiaries and the legally appointed guardian of any incompetent beneficiary at the office of the Trustees at any reasonable time during said Trustees' usual business hours.

30.3. During the Settlers' lifetime and if the Trusts consist of property other than policies of insurance on the life of the Settlers, the Trustees shall furnish the Settlers with an annual statement of receipts and distributions affecting the Trusts

established hereunder, unless waived by the beneficiaries in writing.

30.4. After a Settlor's death, the Trustees shall furnish to each adult beneficiary and the guardian of each incompetent beneficiary currently entitled to a distribution, at regular intervals and not less frequently than once a year, a statement of the receipts and disbursements affecting each such beneficiary's interest in the Trusts and a statement describing the assets that are then part of the Trust Estate.

30.5. So long as the Trusts consist solely of life insurance policies, no statement of any kind shall be furnished by the Trustees.

30.6. During Settlor's lifetime, the Trustee shall account only to the Settlor and their written approval shall be final and conclusive for transactions disclosed in the account concerning all beneficiaries of the Trust, including unborn, unascertained, and contingent beneficiaries. After a Settlor's death, each beneficiary with a current right to distribution of income which is not discretionary on the part of Trustee may request at regular intervals but not more often than once a year, a statement of the receipts and disbursements affecting each such beneficiary's interest in the Trusts and a statement describing the assets which are then part of the Trust Estate. Notwithstanding the provisions of California Probate Code Section 17200 or any successor statute, or any provision of this Trust Agreement, no other beneficiary of this Trust (or beneficiary's guardian or other legal representative) shall have any power or right to petition any court of any jurisdiction for any accounting and except as required above, all reports or accounts otherwise required by the California Probate Code is hereby waived to the fullest extent of the law.

31. OBLIGATIONS OF TRUSTEES.

31.1. The Trustees shall be obligated to exercise good faith and reasonable prudence with the care, prudence and diligence under the circumstances then prevailing and shall take into account the general economic conditions and the anticipated needs of the Trust and its beneficiaries in administering the Trusts established hereunder with the aim to accomplish the purposes of the Trust as set forth herein.

31.2. Notwithstanding the foregoing, however, the Trustees shall not be liable to anyone including any beneficiary hereof for any loss that may occur as long as the Trustees are acting in good faith and the Trustees shall be liable only for any damage, loss,

expense or claim proximately caused by its affirmative wrongdoing involving willful misconduct, gross negligence or fraudulent conduct.

32. TRUSTEES' DUTY TO TREAT BENEFICIARIES EQUITABLY. Except as otherwise specifically provided in this Agreement, the Trustees' powers shall be subject to the Trustees' duty to treat income beneficiaries and remaindermen equitably and the following requirements shall be observed by the Trustees:

32.1. A reasonable reserve for depreciation of all income producing depreciable real and personal property and capital improvements and extraordinary repairs on income producing property shall be charged to income from time to time.

32.2. A reasonable reserve for depletion of all depletable natural resources including, but not limited to, oil, gas and mineral and timber property, shall be charged to income from time to time.

32.3. Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal.

32.4. A reasonable reserve for amortization of all intangible property having a limited economic life including, but not limited to, patents and copyrights shall be charged to income from time to time.

32.5. All premiums paid and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income as the case may be.

32.6. All of the powers of the Trustees provided in this Trust Agreement shall be exercisable by the Trustees in the Trustees' fiduciary capacity and only in such capacity. Notwithstanding any of the foregoing provisions, the Trustees shall have no power to enlarge or shift any of the beneficial interests under the Trust except as an incidental consequence of the discharge of the Trustees' fiduciary duties.

33. ADMINISTRATIVE MATTERS REGARDING TRUSTEES.

33.1. No Co-Trustees or Successor Trustees shall be liable or responsible for any act, omission, or default of any other Trustees or predecessor Trustees provided that the Trustees had no knowledge of the facts that might reasonably be expected to give the Trustees

notice of it, and, provided further that the Trustees fail to take reasonable action to recover from the other Trustees for the damage to the Trust and, that the Trustees would have been personally liable for such act if the Trustees had continued such act personally.

33.2. No person dealing with the Trustees shall be bound to inquire concerning the propriety or validity of any act of the Trustees hereunder or be liable for the application of any money or other consideration paid or loaned by such person to the Trustees.

33.3. All of the beneficiaries hereof are hereby held firmly bound to indemnify and save harmless the Trustees from all such losses, costs, damages, expenses, charges and litigation, groundless or otherwise, of every kind and nature that do not arise out of the Trustees' default under the terms hereof, and for all of the foregoing, the Trustees shall have a lien upon all of the property comprising the Trust Estate.

33.4. Except as specifically set forth herein, no person including, but not limited to, the Trustees, Settlers or any beneficiary hereof, may purchase, sell, exchange or otherwise deal with any part or all of the property comprising the Trust Estate for less than adequate consideration, and no such person shall borrow from the Trust Estate at less than the then-prevailing interest rates for similar loans and with less than adequate security.

33.5. Whenever two licensed medical doctors certify in writing that a person serving as Trustee cannot discharge the duties of Trustee because of mental or physical infirmity and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the successor Trustee shall serve. However, if after receipt of the certificate, the Trustee alleged to be unable to serve as Trustee gives written notice to the person causing the certificate to be issued that he or she disagrees with the doctor, then the Trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. Anyone dealing with the Trust may rely on the written medical certificates, or photocopies of them, presented by the Co-Trustee in good faith reliance on the certificates. This provision is inserted in this Trust Agreement to encourage third parties to deal with the Co-Trustee or the successor Trustee without the necessity of a court proceeding.

33.6. As long as any individual named in this Trust Agreement serves as Trustee of this Trust, that individual shall have the power from time to time to delegate to any other Trustee all or any

of its powers including, but not limited to, periods during vacations and other absences from the State. The power of delegation shall be exercised by delivery, by the delegating Trustee to the acting Trustee, of written notice specifying the powers delegated, and this delegation shall terminate when the delegating Trustee delivers to the acting Trustee written notice that the delegation has terminated. The delegating Trustee shall incur no liability to any beneficiary of the Trust Estate as a result of any actions taken or not taken within the scope of delegation during the period of delegation.

33.7. All of the Successor Trustees serving hereunder shall have all of the same rights, powers, privileges, authorities, immunities, duties and obligations granted to and imposed upon any Trustees hereunder notwithstanding the conveyance or transfer of any Trust assets to the Successor Trustees.

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

33.9. If there are more than two persons serving as the Successor Trustees, then the determination of a majority of such persons shall control the administration and distribution of the Trusts established hereunder.

33.10. Whenever it is necessary for a Successor Trustee to qualify as a Trustee hereunder, said person, bank, or Trust company, as the case may be, shall do so by signing a separate agreement accepting the Trust and assuming the duties of Trustee hereunder or by signing this Trust Agreement or any copy of the counterpart thereof.

33.11. No corporate fiduciary or any person serving as a Successor Trustee hereunder shall be liable for any act or conduct of a predecessor Trustee unless such Successor shall have concurred

in such act or conduct. The person, bank or Trust company serving as a Successor Trustee hereunder may, upon its or its succession as Trustee, accept the books and records of the predecessor Trustee without examination or responsibility therefor.

33.12. During the Settlers' lifetime, the Settlers shall have the right to remove any Trustee by giving written notice of such removal, and thereafter, during the Settlers' lifetime, he may designate a bank or Trust company, having Trust powers, or any independent person (qualified to be an independent trustee) to serve as and to be a Trustee hereunder. After the death of a Settlor, the Surviving Settlor shall have the right to designate another independent person (qualified to be an independent Trustee) or bank or Trust company, having Trust powers, authorized to do business in California, to serve as and be a Trustee hereunder should the Surviving Settlor elect not to be the Trustee.

33.13. Any Trustee may resign at any time by giving written notice to Settlers if he/she is living at that time, and in the event that he is not living at that time, then a written notice shall be given to the beneficiary or beneficiaries hereunder who are then entitled to current distributions from the Trusts established hereunder. In the event of such resignation, the person or persons who are then entitled to current distributions from the Trusts shall have the right to designate a person or persons or bank or Trust company, having Trust powers, authorized to do business in California to serve as Trustee hereunder only if the Settlers have specifically provided for such power in writing. In this case, if more than one beneficiary is then entitled to designate a Successor Trustee, then a majority of such beneficiaries shall designate the Successor Trustee. If no person, bank or Trust company is named as a Successor Trustee hereunder, as aforesaid, within thirty (30) days after the date of a written notice of resignation, then the remaining Trustees may apply to a court of competent jurisdiction for the appointment of a Successor Trustee hereunder.

33.14. In the event a beneficiary hereunder who is entitled to receive a distribution is incompetent at the time of any resignation, then notice of such resignation shall be given to that incompetent's legally appointed guardian, and, if there is no such legally appointed guardian, then to the person, firm or corporation having custody and care of such incompetent beneficiary.

33.15. At all times while there are two or more persons serving as Trustees hereunder, either Trustee may be given exclusive custody of all or any of the Trust assets.

33.16. If any Trustee cannot participate in Trust activities because of illness, disability, unavailability or other reason, then the remaining Trustees shall make all decisions regarding the Trust Estate so long as they have received prior written notice including, but not limited to, facsimile, from the unavailable Trustee or other reliable source that the Trustee cannot participate in Trust activities. The remaining Trustees shall continue to so act unless they are notified in writing that the unavailable Trustee is available to resume participating in Trust activities. No remaining Trustees shall incur any liability from any party arising from its participation in Trust activities without an unavailable Trustee when they have a reasonable, good faith belief that such Trustee is unavailable.

34. WAIVER OF BOND. No bond shall be required of any person named in this instrument as Trustee, or of any person appointed as the Trustee in the manner specified in this Trust Agreement, for the faithful performance of its duty as Trustee.

35. SOLE RESPONSIBILITY OF TRUSTEES. The Trustees shall solely be responsible for the manner in which the Trust assets are applied. No person paying money or delivering property to the Trustees shall be responsible for its application.

36. CREDITOR'S CLAIMS AGAINST TRUSTEES. The Trustees shall not be personally liable to any creditor or to any other person for making distributions from any Trust if consistent with the terms of this Trust so long as the Trustees had no notice of the claim of such creditor or person.

37. NOTICE TO TRUSTEES OR TO TRUST. Unless the Trustee receives actual written notice of an event affecting a beneficial interest in this Trust, the Trustee shall not be liable to any beneficiary for making distributions as though the event had not occurred, provided that this clause shall not exculpate the Trustees from liability arising from nonpayment of death or generation-skipping transfer taxes that may be payable by the Trust on occurrence of any event affecting the beneficial interests of this Trust.

38. AMBIGUITIES - QUESTIONS RESOLVED BY TRUSTEES. If any question shall arise as to the construction of any word, phrase, term or other matter regarding this Trust or any clause thereof, the Trustees or Successors named herein shall have the power to determine such question acting either on professional advice or upon its personal judgment. Such determination, when made by the Trustees or Successors, shall be final and binding on all persons who may claim under this Trust, unless the court having jurisdiction over this Trust shall adjudge that the Trustees'

determination is contrary to the public policy or the statutory law of California, or, to a clear provision of this Trust.

39. BROAD POWER OF ALLOCATION. To partition, allot, divide and distribute the Trust Estate in cash or kind, including undivided interests, by prorata or non-prorata division, or in any combination of these ways, at valuations determined by the Trustee, and to sell such property as the Trustee in the Trustee's discretion considers necessary to make such division or distribution. The Trustee shall have discretion to select property to be allocated to any Trust or share created by this Trust Agreement to be distributed as provided herein without regard to the income tax basis of such property and without regard to potential income tax consequences to the distributee(s) and the Trustee is specifically excused from any fiduciary duty including the duty of impartiality with respect to the income tax basis of such property or the aforesaid income tax consequences to distributees. The foregoing power may not be exercised in any manner that would result in the loss of, or decrease in, any marital deduction or charitable deduction otherwise allowable in determining the federal estate taxes. In the case of a Trustee that is also a beneficiary, the foregoing power is further limited to the extent necessary to avoid the creation of a general power of appointment in favor of the Trustee.

VII. GENERAL PROVISIONS

40. GOVERNING LAW. This Trust Agreement has been executed and delivered in the State of California, and unless otherwise provided in this Agreement, its validity, construction and all rights hereunder shall be governed and administered in accordance with the laws of that State. The law of the State of California shall apply regardless of any change of residence of the Trustee or any beneficiary, or the appointment or substitution of a Trustee residing in another state.

41. SIMULTANEOUS DEATH. If the Settlers die simultaneously, or under such circumstances as to render it difficult or impossible to determine who predeceased the other, each Settlor, for the purpose of disposing of his or her property, shall be deemed to have predeceased the other Settlor. For all other purposes of this Trust Agreement, if any person fails to survive a Settlor by thirty (30) days, that person shall be considered to have predeceased that Settlor.

42. SPENDTHRIFT PROVISION. The following provisions shall apply to all interests created in this Trust Agreement except for either of Settlor's interest in the Trust Estate.

42.1. No interest under any Trust or share established under this Trust Agreement shall be alienated, disposed of or in any manner encumbered, voluntarily or involuntarily, while in the possession of the Trustee other than by the authorized act of the Trustee.

42.2. If for any reason (including but not limited to the bankruptcy or insolvency of any beneficiary, attachment, garnishment or other proceedings or order of any court against a beneficiary) except by the act of the Trustee authorized hereunder, any income or principal of any Trust created under this Trust Agreement would cease to be enjoyed by the appointed beneficiary of this Trust or the same would vest in or be enjoyed by some other person, firm or corporation other than as provided herein, then the Trust herein expressed concerning such income and/or principal shall cease and terminate as to such beneficiary, and all such income and/or principal thereafter during the lifetime of such beneficiary; except, however, for the terms and provisions of this Trust Agreement and except to the right of all other beneficiaries as herein provided, shall be held by the Trustee according to its absolute discretion. The Trustee meanwhile may, at its discretion, pay to or apply for the benefit of such beneficiary such sums as the Trustee in its discretion shall deem proper for the maintenance, support,

health, and education of such beneficiary or such beneficiary's spouse, child or children. Upon the death of such former beneficiary, or in the event that the provisions of this Trust Agreement shall become applicable, as the case may be, the Trust, or any share thereof, as aforesaid, formerly held for such beneficiary, remaining in the Trustee's possession and any undistributed income thereof, shall be paid over and distributed in the manner hereinbefore provided for the payment and distribution of the Trust or any share thereof, as aforesaid, upon the death of such beneficiary before receiving full distribution thereof.

43. PERPETUITIES SAVINGS CLAUSE. Unless terminated earlier in accordance with other provisions of this Trust Agreement, any trust hereby created or created by the exercise of any power hereunder shall terminate 21 years less 1 day after the death of the last survivor of the following: (1) the Settlers; (2) all the issue of Settlers who were living at the death of the Deceased Settlor; and (3) all named beneficiaries who were living at the death of the Deceased Settlor. Upon such termination, the Trust Estate shall be distributed to those persons entitled to and in the same proportions as the income of the Trust as then being paid.

44. COMMUNITY AND SEPARATE PROPERTY. All property held by the Trustee pursuant to this Trust Agreement shall remain, respectively, community property, quasi-community property or separate property of the Settlor who transferred the property to the Trust. Any distribution or withdrawals of community property, quasi-community property or separate property shall be as community property, quasi-community property and separate property, respectively. Settlers may, however, at any time enter into an agreement with each other regarding the characterization of their property. In the event of such an agreement and upon suitable notice to the Trustee, the Trustee is hereby instructed to treat all of the Trust property in a manner consistent with the terms and conditions of any such agreement, and, in the event of any distribution from the Trust to either of the Settlers, shall distribute the Trust assets only to the person who is designated the owner or manager of such property under the terms of any such agreement. Notwithstanding any other provision of this Trust Agreement to the contrary, with respect to community property, during the Settlers' joint lifetimes, the powers of the Trustee shall be no more extensive than those possessed by a husband or wife under laws of the State of California. This provision shall not be interpreted to limit the power of the Trustee to exercise any powers conferred by this instrument in the event of the disability or incapacity of either or both Settlers.

45. SETTLORS' ASSURANCE. Settlers are aware that persons dealing with one Settlor will be concerned whether the other Settlor may have modified or revoked the Trust. Settlers hereby agree that anyone dealing with the Trust may rely on the original document and in the absence of actual notice of any modification or revocation of this Trust, it shall be conclusively presumed that the Trust is in full force and effect as stated herein. This assurance is given to encourage people to deal with either Settlor or Trustee alone. Further, this assurance is given to encourage a successor Trustee to rely on the Trust document as presented to the successor Trustee. This provision is binding on all successors in interest to this Trust.

46. PRINCIPAL AND INCOME ALLOCATION. The determination of all matters with respect to what is income and what is principal of the Trust Estate, and the apportionment and allocation of receipts and expenses between these accounts, shall be governed by the provisions of the California Revised Uniform Principal and Income Act. Unless specifically provided to the contrary, all undistributed income shall be added to principal. Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal. All premiums and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate share or credit income.

47. COURT JURISDICTION. To the extent legally permitted under the law, no proceedings shall be had in any court of any jurisdiction with respect to the Trust.

48. ATTACK ON THE TRUST. Except as provided in this Trust Agreement, Settlers have intentionally and with full knowledge omitted to provide for Settlers' heirs. If any beneficiary under this Trust in any manner, directly or indirectly, contests this Trust or any of its provisions, any share or interest in Settlers' estate given to that contesting beneficiary under this Trust is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased Settlers without issue.

49. RETIREMENT BENEFITS. Notwithstanding any other provision of this Trust Agreement to the contrary, the Trustee shall not pay any Death Taxes, Debts or Expenses or other obligations of the Settlers' or their estate from funds received from qualified retirement plans if such funds are excludable, in whole or in part, from the Deceased Settlor's gross estate for federal estate tax purposes under Internal Revenue Code Section 2039, as amended.

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

51. DEFINITIONS AND RULES OF CONSTRUCTION.

51.1 The following listed terms, as used in this Trust Agreement are defined as follows:

51.1.1. TRUST AGREEMENT. All references to "Trust Agreement" shall mean this instrument and all amendments thereto.

51.1.2. TRUST ESTATE. All properties transferred to this Trust shall be referred to as the "Trust Estate."

51.1.3. DECEASED AND SURVIVING SETTLOR. The first Settlor to die shall be referred to as the "Deceased Settlor" while the Settlor surviving the death of the first Settlor to die shall be referred to as the "Surviving Settlor."

51.1.4. TRUSTEE. All references to Trustee, Special Trustee or any other fiduciary shall refer to the individual or institution serving from time to time in such capacity under this Trust Agreement. For purposes of this Trust Agreement, all references to "Trustee" shall mean and include the office of the Trustee hereunder whether one or more persons are actually serving as Trustee or Co-Trustees.

51.1.5. ISSUE. As used in this instrument, the term "issue" of a person includes all of that person's lineal descendants of all generations. For purposes of all class gifts, (e.g., a gift to "issue," "children," "grandchildren" or "great-grandchildren") legally adopted persons who were adopted into the class during their minority shall be treated in the same manner as a natural born child of that adoptive parent. Any person adopted into the class after he or she has reached the age of 18 shall not be considered a member of the class. Also, Class gifts shall not include step-children or step-grand-children, foster-children, and half-bloods even if said persons would be included for purposes of intestate succession.

51.1.6. EDUCATION. As used in this instrument, the term "education" refers to the following: (i) Education at public or private elementary, junior high, middle, or high schools, including boarding schools; (ii) Undergraduate, graduate, and postgraduate study in any field, whether or not of

a professional character, in colleges, universities, or other institutions of higher learning; (iii) Specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether by private instruction or otherwise; and (iv) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise.

51.2. DEATH TAXES, DEBTS, AND EXPENSES. As used in this instrument, the term "Death Taxes, Debts, and Expenses" shall include the following: (i) All estate, inheritance, succession, and similar taxes (including any interest and penalties) that become payable by reason of a Settlor's death or by any person on account of that person's interest in that Settlor's estate, but excluding any federal or state tax imposed on any "generation-skipping transfer," and excluding any addition to the federal estate tax for any "excess retirement accumulation" under Internal Revenue Code section 4980A; (ii) All costs, expenses of litigation, counsel fees, or other charges that the Trustee incurs in connection with the determination of the amount of the taxes, interest, or penalties referred to in subparagraph (i) of this paragraph; and (iii) Legally enforceable debts, funeral expenses, expenses of last illness, and administration and property expenses.

51.3. CONSTRUCTION AND INTERPRETATION. If there are any questions of interpretation of this document, the Trustee shall have the power to determine such question acting either on professional advice or upon its own personal judgment. Such determination shall be conclusively binding upon all person who may claim under this Trust. The Trustee shall take the following guidelines into consideration:

51.4 GENDER AND NUMBER. Unless the context clearly requires another construction, the masculine, feminine and neuter genders shall each include the others, and, the singular and plural numbers shall include the other.

51.5. "SHALL" AND "MAY." The use of the word "shall" indicates a mandatory direction, while the use of the word "may" indicates a permissive, but not mandatory, grant of authority.

51.6. STATUTES, CODES AND REGULATIONS. All references to specific statutes, codes, or regulations shall include any successors or amendments. All terms, phrases or words used herein shall have the meaning given to the same under the appropriate statute, code or regulation.

51.7. HEADINGS AND TITLES. The headings and titles set forth herein are for convenience and reference only and shall not in any way affect the interpretation or construction of any of the terms or provisions of this Trust Agreement. Any reference to a provision contained in a specific article or paragraph shall be to that article or paragraph in this Trust Agreement.

.*.~*.~*.~*.~*.~*.~*.~*.~*.~*.

VII. WAIVER OF CONFLICT AND EXECUTION OF TRUST INSTRUMENT

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

We have read the foregoing Declaration and Agreement of Trust and waiver of conflict. It correctly states the terms and conditions under which the Trust Estate is to be held, managed and distributed by the Trustees. We as Settlers approve the Declaration of Trust in all particulars and request the Trustees to execute it. The Trustees, by executing this Declaration and Agreement of Trust, signify their acceptance of this Trust Agreement and agree to be bound by its terms and conditions.

Settlers and Trustees execute this Declaration and Agreement of Trust as of the date first above written.

SETTLORS:

Angel Alfonso Rivero
ANGEL ALFONSO RIVERO, SR.

Rosa Elena Rivero
ROSA ELENA RIVERO

TRUSTEES:

Angel Alfonso Rivero
ANGEL ALFONSO RIVERO, SR.

Rosa Elena Rivero
ROSA ELENA RIVERO

ACKNOWLEDGMENT

State of California)
County of Riverside) ss.

On March 07, 2008, before me, April Amoguis, a Notary Public in and for said State, personally appeared ANGEL ALFONSO RIVERO, SR., and ROSA ELENA RIVERO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

I certify under Penalty of Perjury under the law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

April Amoguis
Notary Public



EXHIBIT A

TRUST ESTATE

Interest in real property located at:

1185 Sandew Way, San Jacinto, CA., 92582

Bank accounts at:

Bank of America; Rancho Cucamonga, California;
account number

Bank of America; Rancho Cucamonga, California;
account number

Washington Mutual; Hemet, California;
account number

Life insurance coverage:

State Farm Whole Life with death benefits of \$25,000.00

American Express Accidental Death benefits of \$1,000,000.00

Interest:

Forest Lawn Cemetery Plots for both Angel Alfonso Rivero, Sr.,
and Rosa Elena Rivero

DECLARATION OF ONE AND THE SAME PERSON(S)

I, Amber Campos, do hereby declare:

1. I am over the age of 18 and a resident of Riverside County, CA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
2. I am one and the same person as Amber Chantal Campos as noted on my California Driver's License.
3. I am one and the same person as Amber Rivero, Successor Trustee listed in The AR Rivero Family Trust.
4. I am the Successor Trustee in The AR Rivero Family Trust
5. Rosa Elena Rivero is one and the same person who is named in the Riverside, Ca County Grant Deed dated 5/9/2008 whereby she acquired joint title to Riverside, Ca Assessor's Parcel Number 443030036-3, with her late husband Angel A. Rivero, who is one and the same person as Angel Alfonso Rivero and Angel Rivero.
6. I am one and the same person who assigned to Heirfinders Research Associates, LLC my share of the excess proceeds for Riverside County, Ca Assessor's Parcel Number 443030036-3.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2 day of December, 2016.

Amber Campos
Amber Campos

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

State of California;

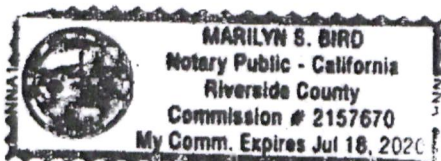
County of RIVERSIDE

On 2 DECEMBER 2016 before me, MARILYN S. BIRD ^{NOTARY PUBLIC}, personally appeared Amber Campos 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.

Marilyn S. Bird
(notary's signature)



(seal)

40300089

CALIFORNIA DRIVER LICENSE



Chantal Campos

DL

EXP 01/17/2019
LN CAMPOS
FN AMBER CHANTAL
683 HILLMEYER DR
HEWET, CA 92543
DOB 01/17/1980
RSTR NONE

SEX F

HAIR BLK

EYES BRN

01171980

ISS
01/17/2014

CLASS C
END NONE



This certificate must be presented to the Clark County Recorder within ten days, 1500 S. Grand Central Parkway, Las Vegas, Nevada 89155-1510

State of Nevada }
County of Clark } ss:

Marriage Certificate

20020702
70426

No. D452487

This is to certify that the undersigned, PASTOR THOMAS L. JOHNSON,
did on the 27th day of June, 2002,
at Hand By The Courthouse, Las Vegas, Nevada,
join in lawful wedlock JOSE E CAMPOS
of FONTANA, State/Country of CALIFORNIA,
and AMBER CHANTAL RIVERO
of ETWANDA, State/Country of CALIFORNIA,

with their mutual consent, in the presence of Mary Sloan
WITNESS hostess



Shirley B. Parraguirre
Shirley B. Parraguirre, County Clerk

Thomas L. Johnson
SIGNATURE OF OFFICIAL PERFORMING MARRIAGE (BLACK INK ONLY)

PRINT NAME AND TITLE PASTOR THOMAS L. JOHNSON
ADDRESS OF OFFICE OF PERFORMING MARRIAGE 6000 S. EASTERN AVE., STE 2-A
LAS VEGAS, NEVADA 89119
CITY, STATE AND ZIP CODE

5520 Meadowbrook Ct Etowanda CA 91739
BRIDE/GROOM'S MAILING ADDRESS

Patent #5,636,874

This copy is not valid unless prepared on Safemate™ paper, impressed with the raised seal of Clark County.

TouchSafe®

KEEP DOCUMENT IN A SAFE PLACE
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

1158175
CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY OF
THE DOCUMENT OR DATA ON FILE
MINUS ANY REDACTED PORTIONS

Nov 01 2019

Lynn Marie Goy
CLERK

Form **10492**
(Rev. November 2013)

Department of the Treasury-Internal Revenue Service
Notice of Federal Taxes Due

Escrow or Docket Number
[REDACTED]

To (Name of Estate Administrator, Escrow Holder, Agent of Taxpayer or Fiduciary)
County of Riverside, Treasurer-Tax Collector

Amount due
\$8196.79

Address (Number, Street, P.O. Box, City, State, Zip code)

4080 Lemon St., PO BOX 12005
Riverside, CA 92502-2205

You are hereby notified that there is now due, owing, and unpaid from -- (Name and Address of Taxpayer)

ANGEL RIVERO
633 N GILBERT ST, HEMET, CA 92543

to the United States of America, the sum of eight thousand one hundred ninety six dollars & 79/100
for Internal Revenue taxes secured by a lien pursuant to Internal Revenue Code (IRC) Sections 6321 and 6322, or the Estate Tax Lien
arising under IRC Section 6324, from the date of each assessment.

Kind of Tax and Period	Taxpayer EIN or SSN	Assessment Date	Unpaid Assessed Balance	Accrued Interest	Accrued Late Payment Penalty	TOTAL
1040 12/31/2006		11/17/2008	\$4474.00	\$2848.03	\$874.76	\$8196.79

RECEIVED
 2016-SEP-8 AM 9:41
 RIVERSIDE COUNTY
 REAS-TAX COLLECTION

The total amount above reflects the amount owed as of December 30, 2016

Additional penalty and interest charges will be due if you pay after this date.

If a Notice of Federal Tax Lien(s) has been recorded, a *Certificate of Release of Federal Tax Lien* will be filed immediately *only if payment is made in cash or by either a certified, cashier's or treasurers check. The check must be drawn on any bank or trust company incorporated under the laws of the United States, or of any state or possession of the United States. Payment also can be made by a United States postal, bank, express, or telegraph money order. If you pay by personal check, issuance of the certificate of release will be delayed until the bank honors the check.*

Caution to Fiduciaries: A representative of a person or an estate (except a trustee acting under Title 11) paying any part of a debt of the person or estate before paying a claim of the Government is liable to the extent of the payment for unpaid claims of the Government. (31 U.S.C. § 3713)

Caution to Persons in Possession of Estate Assets: You may receive this notice of tax due if estate assets or funds were distributed to you prior to the taxes being paid. Estate assets or funds you received before taxes were paid are subject to levy or seizure to pay the unpaid taxes. In such case, you are advised to contact the person whose name appears at the bottom of this form to discuss potential enforcement against assets or funds you received from the estate. (IRC §§ 6324(a)(1), 6324(b) and 6901)

Please make payment payable to **United States Treasury** and send it to the Internal Revenue Service at the address below.

By (Name) R. Salcedo	Title LIEN ADVISOR	ID Number 1001023281	Telephone number 949-389-4584
-------------------------	-----------------------	-------------------------	----------------------------------

Address (Number, Street, P.O. Box, City, State, Zip code)

Internal Revenue Service
24000 Avila Rd., M/S 5905
Laguna Niguel, CA 92677

Signature

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

RECEIVED

2016 JUL 22 AM 11:43

RIVERSIDE COUNTY
AREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 479 Assessment Number: 443030036-3

Assessee: RIVERO, ROSA ELENA & ANGELA

Situs: 633 N GILBERT ST HEMET 92543

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

I/We pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 378.65 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2011-0331418; recorded on 07-28-11. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

See Payoff Letter with account information, and copy of Lien.

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

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

Executed this 16th day of August, 2016 at Hemet, CA 92544
County, State

On Behalf of Lake Hemet Municipal
Water District
BOARD
OF
Directors

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

Karen Hornbarger
by its Asst. Sec'y/Treasurer

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

KAREN HORNBERGER

A.O. BOX 5039
26385 FAIRVIEW AVE.

Hemet, CA 92544

951.458.3241 x 239



Please Record And Return To:
Lake Hemet Municipal Water District
P.O. Box 5039
Hemet, CA 92544-0039

In the Matter of the Lien of
Lake Hemet Municipal Water District
Upon the Real Property of:

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			1						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	704

NAME: RIVERO, Rosa and Angel
ADDRESS: 633 North Gilbert
CITY, STATE: Hemet, CA 92544

2
M
704

◆ STATEMENT OF LIEN ◆

This is to certify, pursuant to Water Code Section 72102, that Lake Hemet Municipal Water District claims a lien upon all real property owned by the following named person within Riverside County, for delinquent charges, penalty and interest, in the amounts hereinafter set forth:

NAME: RIVERO, Rosa and Angel
ADDRESS: 633 North Gilbert
Hemet, CA 92544

Amount of Delinquency: \$265.47
Late Penalty: \$ -0-
Processing fee \$ 40.00
Total: \$305.47 plus closing bill

I certify that the foregoing is true and correct.

Jeannie Baker, Administrative Assistant
Lake Hemet Municipal Water District

Document Date: July 26, 2011
Acct. no.

Board of Directors

Todd A. Fouts
President
Division 3

Steven A. Pastor
Vice President
Division 5

Frank D. Marshall III
Secretary / Treasurer
Division 1

Larry Minor
Division 4

Hamilton Jones
Division 2



Staff

Michael A. Gow
General Manager/
Chief Engineer

Kathleen Billinger
Asst. Secretary/Treasurer

LeAnn Markham
Admin. Services Manager

Will Carter
Operations & Maintenance
Manager

Andy Forst
Construction Manager

Mailing Address: P.O. Box 5039, Hemet, CA 92544-0039
26385 Fairview Avenue, Hemet, CA
Phone: 951/658-3241 Fax 951/766-7031
www.lhmwd.org

RECEIVED
2022 SEP 12 AM 10:04
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

Date: September 1, 2022

To: Maricela Ambriz
At: Office of the Treasurer-Tax Collector

RIVERO, Rosa and Angel
Customer Name

633 North Gilbert, Hemet CA 92544
Property Address

Document No: 2011-0331418
Document Date: July 28, 2011
*LHMWD Liened account number

The amount due is for the following account(s):
0202-00088-08 June 23, 2011 closing bill balance \$265.47 plus the \$40.00 lien fee
0202-00088-09 October 30, 2014 closing bill balance \$73.18

Total Due \$378.65 FINAL

We cannot accept lien payments over the phone or in person

PLEASE MAIL YOUR PAYMENT FOLLOWING INSTRUCTIONS BELOW:

- Send payment to our mailing address and make payable to Lake Hemet Municipal Water District
- Advise where to send the release of lien and instructions for recording at the County of Riverside with your payment.
- **If you require tracking of the Release of Lien mailing**, please provide an overnight Fed Ex label via email to: jbaker@lhmwd.org

Please note: When payments are received in our billing dept. and they do not have our account number on the check, there is no way of knowing where to apply the payment. This will cause the check to be mailed back to the payee.

Thank you,

Jeannie Baker; Admin. Asst.
Lien Department

^ Angel Rivero Route : 202-900 Meter Size: 062
 Service: 633 N Gilbert Wter Flat: \$0.00 Meter No. : 8646873
 Home Ph: PRN: 111400 Rate Code:D101-S10-2 UM
 Mail: Water CCF: \$2.0180 Ref Charge: \$3.30
 Victorville Ca 92393-1592 Sewer : \$68.80
 DL # : Bill St : CB Elevation :
 St Date: 07-12-11 EDU's : 1.00 Zone Chge : \$0.0000
 CI Date: 10-20-14 Dep Bal : \$0.00 Xconnect : 0
 Status : C WO on File Dep Ref :
 Comment: Owner 5/9/2008 Chk No. :
 Comments on File Chk Amt : \$0.00 **Acct Bal : \$73.18**

Date	Days	Desc	Read	Cons	Wtr/Chg	City/Chg	Misc/Chg	Total	Balance
10-30-14	13	Cbill53900		1	9.18	1.43	-138.35	<127.74>	73.18
10-29-14		Delinquent Charge					3.00	200.92	
10-20-14		Reconnect Disconnect Fee					70.00	197.92	
10-07-14	29	Bill 53800		6	28.02	3.30	28.12	59.44	127.92
09-30-14		Delinquent Charge					3.00	68.48	
09-16-14		Pymt					<63.00>	65.48	
09-08-14	32	Bill 53200		9	33.60	3.30	29.14	66.04	128.48
08-29-14		Delinquent Charge					3.00	62.44	
08-18-14		Pymt					<136.84>	59.44	
08-18-14		Reconnect Disconnect Fee					70.00	196.28	
08-07-14	31	Bill 52300		6	28.02	3.30	28.12	59.44	126.28
07-29-14		Delinquent Charge					3.00	66.84	
07-17-14		Pymt					<66.84>	63.84	
07-07-14	32	Bill 51700		8	31.74	3.30	28.80	63.84	130.68
06-27-14		Delinquent Charge					3.00	66.84	

April Kelley

Route : 202-900 Meter Size: 062

Service: 633 N Gilbert

Wter Flat: \$0.00 Meter No. : 8646873

Home Ph:

PRN: 111399 Rate Code:101-S10-51 UM

Mail:

Water CCF: \$2.0180 Ref Charge: \$21.55

Sewer : \$68.80 Addl Cont : \$14.80

DL # :

Bill St : CB Elevation :

St Date: 01-13-11

EDU's : 1.00 Zone Chge : \$0.0000

Cl Date: 06-07-11

Dep Bal : \$0.00 Xconnect : 0

Status : C

WO on File Dep Ref : Bad Debt :

Comment: Rivera Owns 5/9/2008 Chk No. :

Mail Returned on 03-2Lien On File Chk Amt : \$0.00 Acct Bal : \$305.47

Date	Days	Desc	Read	Cons	Wtr/Chg	City/Chg	Misc/Chg	Total	Balance
04-12-16		Fees For Processing Liens					40.00	305.47	
06-23-11	0	Cbill103400	0	0.00	0.00	0.00	0.00	265.47	
06-20-11		Reconnect Disconnect Fee					70.00	265.47	
06-07-11	33	Bill 103400	28	65.66	21.55	33.94	121.15	195.47	
06-01-11		Delinquent Charge					3.00	74.32	
05-27-11		Pymt					<70.00>	71.32	
05-23-11		Pymt					<80.00>	141.32	
05-23-11		Reconnect Disconnect Fee					70.00	221.32	
05-05-11	28	Bill 100600	8	27.83	21.55	26.96	76.34	151.32	
05-02-11		Delinquent Charge					3.00	74.98	
04-07-11	31	Bill 99800	6	24.11	21.55	26.32	71.98	71.98	
04-04-11		Pymt					<81.52>	0.00	