

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



ITEM: 19.11
(ID # 12549)

MEETING DATE:
Tuesday, February 28, 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 505. Last assessed to: Darrell D. Cox and Corrina B. Cox, as Trustees of The Cox Family Trust dated Sept 15, 2004. District 3. [\$130,295- Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Global Discoveries, Ltd., Assignee for Lewis Ford as Successor Trustee of The Cox Family Trust Dated September 15, 2004, for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 458195011-8;
2. Deny the claim from Andrew Metcalf, Assignee for Carol Bigos-Wheeler, for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 458195011-8;
3. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., Assignee for Lewis Ford as Successor Trustee of The Cox Family Trust Dated September 15, 2004 in the amount of \$130,295.36, 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.

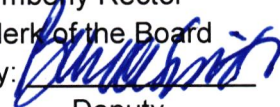
ACTION:Policy


Matthew Jennings, Treasurer-Tax Collector 2/15/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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: February 28, 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	\$130,295	\$ 0	\$130,295	\$ 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 two claims for excess proceeds:

1. Claim from Global Discoveries, Ltd., Assignee for Lewis Ford as Successor Trustee of The Cox Family Trust Dated September 15, 2004 based on an Assignment of Right to Collect Excess Proceeds notarized February 27, 2017, a Quitclaim Deed recorded October 18, 2004 as Instrument No 2004-0822321, a Certification of Trustees Under Trust (California Probate Code Section 18100.5) notarized February 22, 2017, a copy of The Cox Family Trust dated September 15, 2004, a Certificate of Death for Corrina Birdie Cox, and for Darrell Douglas Cox.
2. Claim from Andrew Metcalf, Assignee for Carol Bigos-Wheeler based on an Assignment of Rights to Collect Excess Proceeds notarized April 5, 2017, a Quitclaim Deed recorded October 18, 2004 as Instrument No. 2004-0822321 and a Small Estate Affidavit notarized March 23, 2017.

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

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., Assignee for Lewis Ford as Successor Trustee of The Cox Family Trust Dated September 15, 2004 be awarded excess proceeds in the amount of \$130,295.36, and the claim from Andrew Metcalf, Assignee for Carol Bigos-Wheeler be denied since the claim from Global Discoveries, Ltd. establishes the Successor Trustee as Lewis Ford. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Global

ATTACHMENT B. Claim Metcalf


Stephanie Perez, Principal Management Analyst 2/16/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 1/6/2023

CLAIM SUMMARY

Date: March 3, 2017
To: Riverside County Treasurer and Tax Collector
Assessors Parcel Number: 458195011-8
Last Assessee: COX DARRELL D & CORRINA B
Sale Date: 5/19/2016
TC: TC207
Item Number: 505
Deadline: 7/14/2017

RECEIVED
2017 APR -3 AM 6:38
RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

Dear Treasurer/Tax Collector:

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

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

- 1. Grant Deed granting interest to Darrell D Cox and Corrina B Cox, husband and wife as joint tenants as Document Number: 55611, Recorded on 6/5/1969 in Riverside County, CA
2. Quitclaim Deed granting interest to Darrell D Cox and Corrina B Cox as Trustor(s) and Trustee(s) of the Cox Family Trust Dated 9/15/2004 as Document Number: 2004-0822321, Recorded on 10/18/2004 in Riverside County, CA
3. Certified Death Certificate for Corrina B Cox
4. Certified Death Certificate for Darrel D Cox
5. The Cox Family Trust listing Darrell D Cox and Corrina B Cox as original Trustors and Trustees of the Trust and listing Lewis D. Ford as the Successor Trustee of the trust.
6. Certification of Trustee Under Trust
7. Original Tax Bill showing Darrell and Corrina Cox previously reporting to the 33849 Keith Ave. Hemet, CA 92545 address; which is one and the same address that is noted on the above referenced Quitclaim Deed.
8. Affidavit
9. Assignment of Rights To Collect Excess Proceeds signed by Lewis Ford as Successor Trustee of The Cox Family Trust Dated September 15 2004
10. Claim form(s) signed by Global Discoveries
11. Photo ID for Assignor: Lewis Ford

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

- One warrant in the amount of \$130,295.36 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

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

Certified Tracking Number: 7016-1370-0000-0362-7269



CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 458195011-8
Tax Sale Number: TC207
Item Number: 505
Date of Sale: 5/19/2016

The undersigned claimant, Global Discoveries, Ltd., claims \$130,295.36+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

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

Please refer to Claim Summary and attached Documents

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

Executed this 2nd day of March, 2017 at Modesto, California.

By: [Signature]
Jed Byerly, Managing Member
Global Discoveries Ltd. Tax ID #
P.O. Box 1748
Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 Stanislaus

On 3/24/2017 before me, Candace Cox - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.
[Signature] (seal)
Signature of Notary Public



ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Global Discoveries Ltd. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 458195011-8 Tax Sale Number TC207, Item 505 sold at public auction on 5/19/2016. I understand that the total of excess proceeds available for refund is \$ 130,295.36+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAUABLE 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 of Party of Interest/Assignor) (Date) Lewis Ford as Successor Trustee of The Cox Family Trust Dated September 15 2004 (Name Printed)
Tax ID/SS# 7114 Devon Ave. (Address) Highland, CA, 92346 (City/State/Zip) (Area Code/Telephone Number)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 SAN BERNARDINO On 2/22/17 before me CHRIS JOHN OSKIERA, NOTARY PUBLIC, personally appeared LEWIS DOUGLAS FORD, 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 of Notary Public)



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 of Assignee) Jed Byerly, Managing Member (Name Printed)

Tax ID/SS# Global Discoveries Ltd. (Address) P.O. Box 1748 Modesto, CA 95353-1748 (City/State/Zip) Phone: (209) 593-3913

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

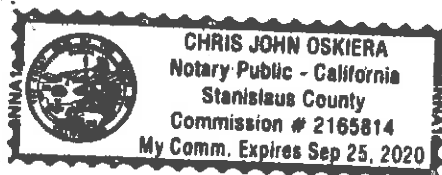
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA County of STANISLAUS On 2/27/17 before me, CHRIS JOHN OSKIERA, NOTARY PUBLIC, personally appeared JED BYERLY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Signature of Notary Public) 117-174 (3/85) (Ret-Perm)



AFFIDAVIT

I, Lewis Ford do hereby declare:

1. I am over the age of 18 and a resident of Highland, 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. Darrell D. Cox and Corrina B. Cox are one and the same persons who are listed as Trustors and Trustees of The Cox Family Trust dated September 15, 2004 on Quitclaim Deed as Document Number: 2004-0822321, recorded on 10/18/2004 in Riverside County, CA.
3. Darrell D. Cox and Corrina B. Cox are both deceased and I, Lewis Ford am the Successor Trustee of The Cox Family Trust dated September 15, 2004.
4. I, Lewis Ford am one and the same person as Lewis Douglas Ford and Lewis D. Ford.
5. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 458-195-011-8.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 22 day of Feb, 2017, in Rancho, California.

x [Signature]
Lewis Ford as Successor Trustee of The Cox Family Trust Dated September 15 2004

JURAT

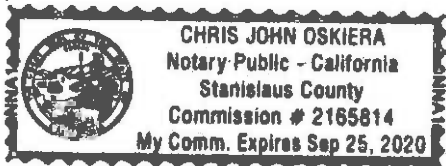
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA
County of SAN BERNARDINO

Subscribed and sworn to (or affirmed) before me on this

22 day of FEBRUARY, 20 17, by
Date Month Year
LEWIS DOUGLAS FORD
Name of Signer

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature [Signature]
Signature of Notary Public

(Place Notary Seal Above)



RECORDING REQUESTED BY:
DARRELL D. COX AND CORRINA B. COX

WHEN RECORDED, MAIL TO:

NAME DARRELL D. COX AND CORRINA B. COX

MAILING ADDRESS 33849 KEITH AVENUE

CITY, STATE HEMET, CALIFORNIA 92545
ZIP CODE

M	S	U	PAGE	SIZE	DA	PCOR	HCCOR	SMF	MSC
	1		1			✓			
A	R	L				COPY	LONG	REFUND	NCHG EXAM

QUITCLAIM DEED

APN 458-195-011-8

The undersigned grantor(s) declare(s): This conveyance transfers an interest into or out of a Living Trust, R & T 11930 There is no consideration for this transfer and is excluded from reappraisal under Proposition 13, I.e., California Const. 13 A, Section 1, et, seq. (Documentary Transfer Tax - 0 -) Not Pursuant to a sale

TRA:006

DARRELL D. COX AND CORRINA B. COX, HUSBAND AND WIFE AS JOINT TENANTS



hereby REMISES, RELEASES AND QUITCLAIMS to:

DARRELL D. COX AND CORRINA B. COX ^{as Trustor(s)} and Trustee(s) of THE COX FAMILY TRUST Dated SEP 15 2004

The following real property located in the City of HEMET, County of RIVERSIDE, State of CALIFORNIA: LOT 7 AND 8 IN BLOCK "P" OF VALLEY VISTA ACRES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGE 57 OF MAPS, RECORDS OF RIVERSIDE COUNTY.

- SUBJECT TO: 1. TAXES FOR THE FISCAL YEAR OF 1969-70, A LIEN NOT YET PAYABLE.
- 2. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND RIGHTS OF WAY OF RECORD, IF ANY.

More commonly known as: 33849 KEITH AVENUE, HEMET, CALIFORNIA 92545

DATED: SEP 15 2004

DARRELL D. COX

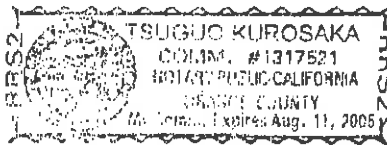
Corrina B. Cox
CORRINA B. COX

STATE OF California)

COUNTY OF Riverside)

On SEP 15 2004 before me, Tsuguo Kurosaka, personally appeared DARRELL D. COX AND CORRINA B. COX personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their/ signature(s) on this instrument the person(s) or the entity upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal



Signature [Signature]

(THIS AREA FOR OFFICIAL NOTARY STAMP)

Mail Tax Statements to: THE COX FAMILY TRUST 33849 KEITH AVENUE, HEMET, CALIFORNIA 92545
Name Address City, State & Zip

TITLE SEARCH NEITHER REQUESTED OR DONE - PREPARED FROM INFORMATION SUPPLIED BY GRANTOR(S).

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

I, Lewis Ford, being of legal age, declares under penalty of perjury:

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

Name of Trust: The Cox Family Trust Dated September 15 2004
Date of Trust: September 15 2004
Trustor(s)/Settlor(s): Darrell D. Cox and Corrina B. Cox
Original Trustee(s): Darrell D. Cox and Corrina B. Cox
Successor Trustee (s): Lewis Ford
Trust Identification, Social Security or Employer Identification _____

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

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

Trustees authorized to sign: Lewis Ford as Successor Trustee
Nature of document: Assignment of Right to Collect Excess Proceeds
Date of document: 2/22/2017

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

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

Signed under penalty of perjury, this 22 day of February, 2017.

LDF

Signature

Name: Lewis Douglas Ford
Address: 7114 Devon Ave.
City, State, Zip Highland, CA, 92346

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

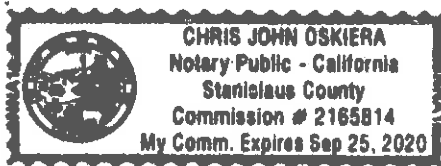
County of SAN BERNARDINO

On 2/22/17 before me, CHRIS JOHN OSKIERA, NOTARY PUBLIC, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.
[Signature] (seal)
Signature of Notary Public



THE COX FAMILY TRUST

PROBATE AVOIDANCE TRUST

Presented By:

STEVE DEHAAN

Trust Consultant

LAW OFFICES

OF

JAY W. SMITH, ESQ.

17734 Sierra Highway Suite # 100

Santa Clarita, CA. 91351

(888) 340-5128

TRUST PARTICULARS

Settlor(s):

DARRELL COX
CORRINA B. COX

Address:

33849 KEITH AVENUE, HEMET, CA 92545

County:

RIVERSIDE

Trust Name:

THE COX FAMILY TRUST

Type of Trust:

PROBATE AVOIDANCE A-B TRUST

Initial Trustee(s):

DARRELL COX
CORRINA B. COX

Social Security No:

Successor Trustee:

LEWIS D. FORD
CORRINA L. MASCO

DECLARATION OF TRUST

Overview

OF PERTINENT INFORMATION

I. Initial Settlor(s) and Trustee(s) of THE COX FAMILY TRUST:

DARRELL COX
CORRINA B. COX

II. Successor Trustee(s):

In the event of death or incapacitation of the above named Trustee(s), the below named individuals are appointed to serve in line of succession as successor trustee(s), as specified in the trust agreement.

LEWIS D. FORD
CORRINA L. MASCO

III. Trust Property

Initial corpus of all assets listed on Schedule A.

DECLARATION OF TRUST
Named
THE COX FAMILY TRUST

We, DARRELL COX, Social Security Number _____ and CORRINA B. COX, Social Security Number _____, Spouse(s), acting both as Settlor and CO-Trustee declare that we set aside all property described in Schedule "A" in addition to any Addendum to Schedule "A" attached to this instrument.

THE PRIMARY BENEFICIARIES of this trust estate are the Settlers, Spouse(s) as named above.

THE EFFECTIVE DATE of this trust agreement shall be the date that we both sign this instrument.

The Trusts created in the instrument may be referred to collectively as THE COX FAMILY TRUST, Dated: SEP 15 2004. Any separate trust created under this instrument may be referred to by the name given herein. I hereby fully amend and restate all prior Trusts. All assets registered in any prior Trust shall be governed by the terms of this Trust and any amendments thereto.

I. GENERAL PURPOSE AND FACT

A. PURPOSE: This trust was created to hold the Settlers combined estate and provide continuity of management of the estate, both during the Settlers lifetimes and upon the Settlers deaths and to avoid probate of the estate. During the lives of the Settlers, all trust benefits shall accrue to the Settlers. At the death of a Settlor, any property remaining outside the trust may pass to the trust estate through provisions of the deceased Settlers Last Will and Testament (Pour-Over Will). After the death of both Settlers, all trust benefits shall pass to their beneficiaries as provided herein.

B. THIS TRUST IS REVOCABLE AND AMENDABLE by the Settlers as provided under the terms of this agreement.

C. BENEFICIAL INTEREST: The Settlers have intentionally omitted naming any successor beneficiaries of this trust agreement except those that are named herein. There shall be no other beneficiaries unless the Settlers die without any living descendants.

D. ESTATE TAX CONSIDERATIONS: If the Settlers combined estate exceeds the maximum federal estate tax exemption, currently fixed by statute as One Million Five Hundred Thousand Dollars (\$1,500, 000), this trust with its A-B trust provision is intended to minimize the adverse effects of estate taxes.

E. USE OF IRS EMPLOYER TAX IDENTIFICATION NUMBER: The Settlers shall use either or both of their Social Security Numbers. Upon the death of a Spouse(s), the surviving Spouse(s) Trust A remains revocable and shall be identified by using the Surviving Spouse(s) Social Security Number. Decedent's Trust B becomes irrevocable, the assets in the Trust should be identified using the IRS Employer Identification Number. The IRS Employer Identification Number will be used when filing Trust tax returns Form 1041. Upon the death of both Spouse(s), the entire Trust becomes irrevocable by its terms, and assets retained in Trust should be identified by using the IRS Employer Identification Number.

II. TRUST PROPERTY

A. **THE TRUST ESTATE:** All property subject to this agreement of any trust created hereunder from time to time, including the property listed in Schedule "A," is referred to as the Trust Estate and shall be held, administered, and distributed according to this instrument.

B. **ADDITIONAL PROPERTY:** Additional property acceptable to the Trustee may be added to the trust at any time by the Settlers, either during their lifetimes or at death, or by other entity, person, or persons by gift, grant, conveyance, assignment or Will. Any additional property may be listed and briefly described on an Addendum to Schedule "A," and attached and made a part of this agreement.

1. **EMPLOYEE BENEFIT PLANS:** The Trustee may be named the beneficiary of any employee benefit plan in which the Settlers have an interest. The Trustee shall evaluate the facts and circumstances respecting beneficiary needs, tax consequences, investment strategies and other options that may be available, and determine in his sole discretion how best to receive payment of such employee plan benefits.

2. **LIFE INSURANCE:** The Trustee may be named as the beneficiary of death benefits from life insurance policies, subject to the following terms:

a) The Trustee shall not be obligated to pay premiums or charges on any policy not owned by the trust.

b) The Trustee shall not be responsible for acts or omissions of the policy owners concerning such policies, nor shall he be required to keep anyone informed respecting such policies.

c) The owner of any policy not owned by the trust shall reserve all rights of ownership as conferred by the terms of the policy, including the right to change beneficiaries.

C. **CHARACTER OF PROPERTY:** It is our intent that all property held in the Trust be our commonly owned or community property, subject to the laws governing joint ownership. In confirmation of this intent, we make the following declaration:

1. All property held by the undersigned in the Trust is the commonly owned or community property of the said Trustors unless otherwise designated by writing in the Trust documents, or by the manner in which title is held in the Trust.

2. All property which is the separate property of either Trustor has been and will be so designated in writing and signed by Trustors.

3. Any property in the said Trust which had its origin as separate property, or which cannot be traced as to its origin, is the commonly owned or community property of the Trustors. If any question should arise, it is the intent of each of the Trustors to gift, in consideration of their mutual love and affection, so much of any disputed property to the other as is necessary to create joint ownership in both Trustors. This gift is intended and made as and when any asset is placed into the Trust.

III. ORIGINAL TRUSTEES

A. THE TRUSTEES shall serve with all powers, authority and obligations as provided in this trust agreement, and must act jointly in conducting the business of this trust and, unless specifically restricted, all trusts created hereunder.

B. UPON THE DEATH, RESIGNATION OR INCAPACITATION of an Original CO-Trustee, the surviving or competent Trustee may appoint, without the approval of any court, the First Successor Trustee nominated hereunder. If, for any reason, both original CO-Trustees cease simultaneously to serve as Trustees, the First Successor Trustee nominated herein shall immediately and without court approval become Trustee of this trust and all trusts created hereunder, and shall be empowered with all power as provided herein.

C. THE FIRST SUCCESSOR TRUSTEE, serving as a sole Trustee, shall have authority to appoint the Second Successor Trustee as a full CO-Trustee. If, for any reason, a First Successor Trustee ceases to serve as Trustee, the next Successor Trustee nominated herein shall, without court approval, serve as Trustee hereunder. The Successor Trustee as nominated herein, shall be given equal power and authority to serve this trust in line of succession as specified as Trustees:

First Successor Trustee: LEWIS D. FORD
Second Successor Trustee: CORRINA L. MASCO

Successor Trustees are as per my wishes

Please initial



x _____

x *Corrina L. Masco*

D. COMPENSATION OF A TRUSTEE: The Trustee shall receive as compensation for its services, unless waived, such amount of commissions as are customarily being charged by commercial trust companies for services as a trustee of an inter vivos trust in the State of California.

E. RESIGNATION OF TRUSTEE: A Trustee may resign at any time by submitting a notice of resignation to the Settlers then living or to a CO-trustee or Successor Trustee, in that order. A resigning Trustee shall be obligated to continue serving as Trustee the lesser of thirty (30) days or until a Successor Trustee takes office, and shall execute all documents and actions necessary to vest title to the trust estate in the Successor Trustee without court accounting.

F. POWER TO APPOINT A SUCCESSOR TRUSTEE: If at any time the trust or trusts created herein has only one remaining Trustee and no designated Successor Trustee, that remaining Trustee shall have absolute and discretionary power to appoint a CO-Trustee or Successor Trustee from among the adult and legally competent descendants of the Settlers, or from among the adult and legally competent spouses of such descendants. If, in the opinion of the Trustee, there is no individual qualified for such appointment, said Trustee may select a bank trust department to act as CO-Trustee of a Successor Trustee.

G. ACCOUNTABILITY RESPECTING SUCCESSION: No Successor Trustee shall bear responsibility for acts or omissions of any prior Trustee or have a duty to audit the accounts or activities of such Trustee unless requested to do so by the Settlor or, upon the second Settlor's death, a person or persons having at least a Thirty Percent (30%) beneficial interest in the trust estate. Such request for audit or any claim against a previous Trustee must be made in writing within one (1) year after the Successor Trustee takes office. In the event of discovery of any wrongdoing, the existing Trustee shall, in his sole discretion, determine and take whatever action he deems appropriate or necessary.

H. TERM OF OFFICE: A Trustee may serve until death or resignation as provided herein.

I. BONDS: No Trustee shall be required to post a bond or a security for performance of duties while Trustee.

IV. DISTRIBUTION OF EARNINGS AND PRINCIPAL

A. EARNINGS: The Trustee shall hold, manage, invest, and reinvest the trust estate and collect all income therefrom. He shall, upon written demand signed by both Settlor, pay to the Settlor during their joint lives any and all community property net earnings of the trust estate. Likewise, the Trustee shall upon written demand from one Settlor, pay that respective Settlor all net income from his or her share of separate property in the trust estate. If such community or separate net income is not demanded and paid during or at the end of each calendar year, the Trustee shall treat the unpaid earnings as part of the respective community or separate principal of the trust estate.

B. PRINCIPAL: Upon written demand signed by both Settlor, the Trustee shall pay community property to the Settlor, as demanded, up to the whole principal amount. Upon signed demand by one Settlor, the Trustee shall pay that respective Settlor his or her share of separate property, as demanded up to the whole amount.

V. REVOCATION AND AMENDMENT

A. REVOCATION: Either Settlor during the Settlor's joint lifetimes may revoke any portion of this trust dealing with his or her separate property at any time by delivering a signed statement of revocation to the Trustees. Any statement of revocation respecting community property shall require the signatures of both Settlor.

B. AMENDMENT: The Settlor may at any time jointly amend any portion of this trust by adding provisions hereto or by altering or deleting provisions contained herein, and delivering a signed statement of amendment to the Trustee. Such statement shall be attached to and made a part of this Trust Agreement.

C. INCAPACITY: If a Settlor Becomes Incapacitated, no person including his or her legal guardian, conservator, court appointed conservator, or one holding his or her Durable Power of Attorney shall have any power or authority to revoke or amend this trust.

VI. PROVISIONS FOR A-B TRUSTS

A. A-B TRUSTS: Upon the death of the first Settlor to die, the Trustee shall thereupon divide the trust estate, including all property received through the decedent's Pour-Over Will, into two (2) separate estates. Each estate shall be administered as a separate Trust, named respectively the Survivor's Trust (Trust A) and the Decedent's Trust (Trust B).

SIX-MONTH PROVISION: If, at the death of one Settlor, the Trustee is directed to make a division of Trust assets into separate trust assets, the Trustee may, at his discretion, defer the division until six months after the Settlor's death, with the knowledge that such division shall be deemed to have taken place at the time of the Settlor's death.

B. THE DECEDENT'S TRUST: (TRUST B) The Decedent's Trust shall be the trust estate of the first Settlor to die. It shall be an irrevocable trust. The surviving Settlor may serve as Trustee of this trust, but shall have no power to alter, amend, or revoke this trust. For purposes of avoiding federal estate taxes upon the death of the first Settlor to die, the Decedent's Trust shall be funded with the lesser of one half of the trust estate at the time of the decedent's death or an amount equal to the equivalent Federal Estate Tax Exemption that is in effect in the year of said decedent's death.

In determining the exemption, the Trustee is herein directed to take into consideration any separate property of the decedent, any property of the decedent that may not qualify for the Federal Estate Tax Marital Deduction, any lifetime gifts made by the decedent which may reduce the amount available for transfer to the Decedent's Trust, and also to consider receipt by the trust of proceeds from insurance policies owned by the decedent, as such insurance proceeds will be treated as part of the decedent's taxable estate.

1. DISTRIBUTION OF INCOME: After all necessary fees and expenses, the net income from the Decedent's Trust shall be distributed in convenient installments, monthly or quarterly, to the Surviving Settlor during his or her lifetime.

2. DISTRIBUTION OF PRINCIPAL: The Trustee shall distribute principal from the Decedent's Trust to the Surviving Settlor if, in the sole discretion of the Trustee, such distribution is necessary for the health, education, maintenance and support of the Surviving Settlor.

3. OTHER PAYMENTS: In addition to the income (paid under "Payment of Income" above) and discretionary payments of principal (paid under "Payment of Principal" above) from this trust, there shall be paid to the Surviving Spouse(s), during his or her lifetime, from the principal of this Trust, upon the Surviving Spouse(s) written request, during the last month of each fiscal year of the Trust an amount not to exceed during such fiscal year, the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the aggregate value of principal for such fiscal year, whichever is greater. This right of withdrawal is non-cumulative, so that if the Surviving Spouse(s) does not withdraw, during such fiscal year, the full amount to which he or she is entitled under this paragraph, his or her right to withdraw the amount not withdrawn shall lapse at the end of that fiscal year.

4. NON-CITIZEN SURVIVING BROTHER OR SISTER: If the surviving Spouse(s) is not a U.S. Citizen, and acting as an initial trustee, the trustee(s) shall elect to treat the Decedent's Trust as a qualified domestic Trust(s), and shall select the trustee(s), each of whom is a U.S. Citizen or domestic corporation, to serve with the surviving Spouse(s), until the surviving Spouse(s) becomes a U.S. Citizen, in order to then elect, in writing, to serve as the sole trustee. The trustee(s) shall pay to the surviving spouse, or apply for the Spouse(s) benefit, all of the income of the Decedent's Trust in monthly or other installments not less often than annually. In addition, the trustee(s) shall pay to the surviving spouse, or apply for the Spouse(s) benefit, those amounts of the principal of the Decedent's Trust as, in the discretion of the trustee(s) appear necessary for the Spouse(s) health, support and maintenance.

5. DEATH OF SURVIVING SETTLOR: Upon the death of the Surviving Settlor, all assets in the Decedent's Trust shall be poured over into the Successor Beneficiaries' Trust as provided below. At that point the Decedent's Trust will terminate.

C. THE SURVIVING TRUST (TRUST A): After the Decedent's Trust is funded, the Survivor's Trust shall be funded with all of the Surviving Settlor's sole and separate property and remaining assets of the trust estate that qualify for the Federal Estate Tax Marital Deduction. This Trust shall be revocable and amendable by the Surviving Settlor during his or her lifetime, and the Surviving Settlor may serve as Trustee.

1. DISTRIBUTION OF INCOME: The net income of the Survivor's Trust shall be distributed in convenient installments, monthly or quarterly, to the Surviving Settlor during his or her lifetime.

2. DEATH OF SURVIVING SETTLOR: Upon the death of the Surviving Settlor, all assets in the Survivor's Trust, including any assets poured over into said Trust through this deceased Settlor's Last Will and Testament (Pour-Over Will), that have not been appointed elsewhere, shall be poured over into the Successor Beneficiaries' Trust and administered and distributed by the Trustee as provided below.

VII. DISTRIBUTIONS TO SUCCESSOR BENEFICIARIES

A. SUCCESSOR BENEFICIARIES: Upon the death of the Surviving Settlor, the Settlor's children (or other persons) named below shall become the Successor Beneficiaries of the trust estate, and the Trustee shall distribute the trust estate (now held in the Successor Beneficiaries' Trust) to these persons or their issue as hereinafter provided.

1. ASSIGNMENT OF PERSONAL EFFECTS: Prior to making any allocation of the Trust Estate, upon a Trustor's death, the Trustee shall distribute the personal effects of the deceased Trustor as he or she may direct by a separate written statement or Assignment of Personal Effects, Furniture and Furnishings, prepared and signed by the deceased Trustor for that purpose to those persons specifically named therein. The term "Personal Effects" shall mean all family assets which the Trustee holds for the Trustor at his or her death of a personal or household nature, such as clothing, jewelry, furniture, glassware, silver, works of art, pets, cameras, appliances, consumer electronic items, motor vehicles and collections. That term does not include intangible personal property, such as stocks, bonds, notes or other similar interests. In the absence of such written instrument, personal effects shall be part of the remaining assets of the Trust Estate and distributed in accordance with the provisions of this Trust and specifications of Schedule B.

In the absence of such written instrument, personal effects shall be part of the remaining assets of the Trust Estate and distributed in accordance with the provisions of this Trust and specifications of Schedule B.

2. SUCCESSOR BENEFICIARIES: Upon the death of the surviving Settlor, the persons herein named as Successor Beneficiaries shall receive the following:

LEWIS DOUGLAS FORD	50%
CORRINA LEA MASCO	50%

3. If any beneficiary predeceases the distribution of the trust estate, in part or whole, then each said beneficiary's respective share shall go to his/her issue. If a beneficiary has no issue, then that person's share shall pass to the other surviving beneficiaries in equal shares. Said distribution shall not take place until said beneficiaries attain the age of Twenty-Five (25) years of age.

4. GIFTS PRIOR TO DISTRIBUTION: NONE

5. SPECIAL INSTRUCTIONS: NONE

B. GUIDELINES FOR DIVIDING TRUST ESTATE FOR SUCCESSOR BENEFICIARIES: The Trustee shall have all power as he deems just and appropriate, and his decision shall be binding and final. It is understood that a Successor Trustee may also be a Successor Beneficiary, entitled to a share of the trust estate. The following subparagraphs are guidelines from Settlers, not directives, in respect to dividing the trust estate.

1. **ASSET LIQUIDITY:** The Settlers intend that the trust estate, on the share date, shall be free of all encumbrances except for possible mortgages and/or Trust Deeds on real estate, and that all investments other than real estate be of a nature that can be properly valued, easily liquidated and/or physically divided.

2. **REAL ESTATE HOLDINGS:** If, at the share date, the trust estate still holds real estate, the Trustee is herein encouraged to consult with all Successor Beneficiaries to ascertain their respective desire to own such property for investment or personal use. However, if the Trustee deems that it is not possible to divide the trust estate in a fair manner without liquidating real estate holdings, he shall do so.

3. **MANAGEMENT OF BENEFICIAL SHARES:** The Trustee may distribute trust principal or earnings to or for the direct benefit of a Successor Beneficiary from said Successor Beneficiary's respective beneficial share, up to the whole amount of such share, as the Trustee deems in his sole discretion to be necessary for the health, education, support, and maintenance of the respective Successor Beneficiary.

4. **STATEMENT OF ACCOUNTS:** While managing any such beneficial share, the Trustee shall provide an annual statement of accounts to each respective Successor Beneficiary regarding his or her beneficial share of the trust principal and income.

5. **SPENDTHRIFT CLAUSE:** No beneficiary of this or any trust hereunder shall alienate, encumber, or hypothecate his or her interest in the principal or income of such trust in any manner, and to the fullest extent of the law, the interests of any beneficiary shall not be subject to the claims of his or her creditors or be liable to attachment, execution or other process of law.

6. **DISCLAIMER - CHARITABLE GIFT.** If any beneficiary named herein shall disclaim all or any portion of their interest in the trust estate, then the Trustee shall be authorized to donate the said disclaimer interest to a Charitable Trust created under the provisions of Section 4947(a)(1) of the Internal Revenue Code of 1986, as amended, and any corresponding regulations. The Trustee of said Charitable Trust shall be the beneficiary who disclaimed said interest in the trust estate, or if said beneficiary is a minor, or incompetent, then a parent or legal guardian of such minor or incompetent beneficiary shall be the designated Trustee. Any such incompetency shall be established either by a court of competent jurisdiction or by a written statement filed with the Trustee and signed in good faith by two (2) physicians unrelated to the Trustee or the beneficiary. Further, if more than one beneficiary should disclaim all or any part of their interest in the trust estate, then separate Charitable Trusts, as described above, shall be established with each disclaiming beneficiary acting as the Trustee of the particular Charitable Trust to which the portion of the trust estate which they disclaimed was donated.

VIII. POWERS OF TRUSTEE

A. POWERS: The Trustee shall have the following powers, duties and discretion in addition to all common law and statutory authority with regard to property held in this trust or any trust created hereunder, except as specifically restricted elsewhere in this trust agreement.

1. ACCEPTANCE AND RETENTION: The Trustee shall have power to accept and retain, without liability or loss or depreciation, the original trust corpus and all other property thereafter transferred, devised or bequeathed to this trust, whether or not such property is of a character considered suitable for a trust investment.

2. GENERAL PROPERTY: The Trustee shall have power to do all acts and exercise all rights and privileges in the management of trust property, whether real or personal or mixed, as if he or she was the absolute owner hereof, including, but without limitation herein, the right to control, manage, sell, convey, exchange, trade, partition, divide, subdivide, assign, improve, repair, rent, lease, grant options, abandon, create restrictions, grant easements, arbitrate, adjust claims, defend actions, institute actions, compromise actions, buy insurance or conduct any and all business respecting trust property, as the Trustee deems, in his sole discretion advisable. In so doing, the Trustee may rent, lease, sell, convey or option property on terms that may extend beyond the duration of the trust, and may receive payment for such in cash or in kind. Further, the Trustee may sell trust property at public or private sale without approval of any court, and on such terms and to such persons, including Trustees or trust beneficiaries or any firm with which a Trustee or beneficiary is associated, as the Trustee deems proper and advisable, and without liability upon any person dealing with the Trustee to see to the application of any money or other property delivered to them.

3. LOCATION OF ASSETS: The Trustee shall have power to keep the whole or any part of the trust estate in the jurisdiction where the Trustee is located from time to time, or in any other jurisdiction deemed acceptable to the Trustee.

4. BANK ACCOUNTS: The Trustee shall have power to open and maintain one or more savings accounts, checking accounts, or current accounts with any bank, savings institution, or thrift, wherever located, and may deposit to such accounts all or any part of the trust estate, whether or not such funds may earn interest, and may authorize withdrawal therefrom by check or other instrument or by such person or persons as the Trustee may from time to time authorize.

5. ALLOCATING PRINCIPAL AND INCOME: The Trustee shall have power to determine principal and income, and how receipts and disbursements, including fees to the Trustee, shall be allocated between principal and income. The decisions of the Trustee shall be binding on all persons holding a beneficial interest in the trust estate. Notwithstanding the foregoing, the Trustee shall allocate capital gains to principal, shall have authority to add accumulated income to principal as deemed appropriate, and shall have authority to charge income with a reasonable reserve for depreciation, property improvements, repairs on income producing property, and depletion of natural resources as may from time to time be deemed advisable by the Trustee. The Trustee may also set aside and keep on hand whatever cash reserves deemed appropriate for expenses, emergencies and compensation for Trustee services.

6. BORROWING AND ENCUMBERING: The Trustee shall have power to borrow money for any trust purpose upon such terms and conditions as the Trustee, in his sole discretion, deems proper, and to obligate the trust estate and encumber trust property as the Trustee deems advisable.

Further, the Trustee is authorized and empowered to obligate the trust estate in whatever form the Trustee deems appropriate, and to act as a third party guarantor to guarantee private borrowing of the Settlers, or either of them, during their respective lifetimes. However, if there is a Survivor's Trust, such guarantee may be made for the Surviving Settlor only from the Survivor's Trust.

7. DISTRIBUTIONS: The Trustee shall have power to distribute principal and earnings, in cash or in kind, to any beneficiary in such manner as prescribed herein or lacking directives herein, as the Trustee, in his discretion, deems advisable.

a) If the beneficiary is a minor or incompetent, or a person whom the Trustee deems unable to properly manage such distributions, the Trustee may make such distributions in any one or a combination of the following ways: 1) directly to the beneficiary; 2) to a guardian, conservator or fiduciary responsible for the beneficiary and his or her estate; 3) to any person or organization furnishing support for the beneficiary; and 4) by the Trustee retaining principal and making payments directly for the support of the beneficiary. In any case, the Trustee shall not be required to see to the application of any funds so paid or applied if disbursed in the good faith and the best judgment of the Trustee. The Trustee may, however, in his sole discretion, require an accounting to assure that such distributions have been faithfully applied to the benefit of said beneficiary.

8. FUNERAL EXPENSES: The Trustee shall have power to pay for the last illness, funeral and burial expenses of either Settlor or of any beneficiary unless adequately provided for through his or her probate estate.

9. NOTIFICATION TO TRUSTEE: The Trustee shall have power to make decisions affecting beneficiary rights and/or distributions based upon written notification delivered to the Trustee of any date, birth, marriage, death or event. The Trustee shall bear no liability for acts made or omitted in good faith, when based upon information received.

10. EVALUATION OF ASSETS: The Trustee shall have power to make a valuation of trust assets from time to time and determine the value of any distribution. Such valuations shall be in the best judgment of the Trustee, and shall be binding and conclusive upon all beneficiaries.

11. DIVISION OF ASSETS: The Trustee shall have power to divide the trust estate and to allocate portions to trusts created hereunder, and to create beneficial shares and make distributions to beneficiaries. The Trust may make such allocations or distributions in cash or kind, or in part cash and part kind, or in undivided interests, in such manner as the Trustee in his sole and absolute discretion deems advisable. Further, the Trustee may sell such property as he deems necessary or appropriate when making such divisions.

a) CONSOLIDATED TRUST FUNDS: The Trustee shall not be required to make physical division of the trust property, except if necessary for distribution, but may maintain and hold assets of any separate trust or any beneficial share in one or more consolidated trust funds, with such entries made on the Trustees books of account. Each separate trust or share shall be entitled to its proportional share principal and income from such consolidated funds, and shall be charged with its respective portion of expenses.

12. USE OF PRINCIPAL RESIDENCE: The Trustee, upon the death of the decedent Settlor, shall allow the Surviving Settlor to occupy and use, until his or her death, the home that was the Settlor's principal residence. The Trustee shall, at the discretion of the Surviving Settlor, sell the home and purchase or build another, or rent the home to a beneficiary or a third party and make other arrangements, for the Surviving Settlor's housing as trust funds permit. Such Surviving Settlor shall not be required to pay rent for the use of such home for housing.

13. OCCUPATION OF PRINCIPAL RESIDENCE: Upon the death of the surviving settlor, the principal residence or home of the Surviving Settlor may, at the discretion of the Trustee, be retained in the trust estate for use by one or more Successor Beneficiaries, or their children, or it may be sold to any qualified buyer, or rented to a third party. It is understood, however, that a beneficial interest in the home may for a period of time be held by the Trustee for one or more Successor Beneficiaries who may or may not be living in the home, and that any such home or interests therein that is retained by the Trustee shall be part of the principal of the trust estate or trusts created hereunder. All taxes, insurance, maintenance and expenses concerning such home shall be paid from the respective trust estate(s).

14. **POWER TO PROBATE TRUST ASSETS:** Notwithstanding other provisions of the trust agreement, the Trustee shall have sole discretion, if he deems it in the best interest of the beneficiaries, to direct the Executor of the Will of either or both of the Settlers to subject all or part of the trust estate to the jurisdiction of the Probate Court.

15. **ESTATE TAXES:** The Trustee, upon the death of either Settlor or of any Successor Beneficiary, may pay at his discretion from the trust estate any inheritance, estate, succession or other death taxes, duties, charges or assessments and costs, including Trustees compensation and attorney's fees, unless other provisions have been made for such expenditures.

16. **PURCHASE OF PROBATED PROPERTY:** The Trustee at his discretion may purchase, for cash or whatever terms he deems acceptable, any property from the Executor or Administrator of the estate of any beneficiary of this trust, even though such property may not be of a character prescribed by law or normally considered prudent for trust investment.

17. **TAX PLANNING:** The Trustee, in the performance of his responsibilities herein, shall have absolute discretion to take any action or make any election or decision in his efforts to minimize the estate tax liabilities of either Settlor's estate, the income tax liability on the trust estate or any trusts created hereunder, and the tax liability of any beneficiary or group of beneficiaries.

18. **BUDGET:** The Trustee shall have power to create budgets for the trust or any trust created hereunder, and for any beneficial share, and may estimate annual income and expenses in an effort to project availability of funds for advances and/or distributions to beneficiaries.

19. **LITIGATION:** The Trustee, at his sole discretion, may initiate or defend any legal action with respect to the trust estate, and is authorized to pay for such legal fees and expenses out of the trust estate.

20. **MAY COMPROMISE CLAIMS:** The Trustee may, at his discretion, adjust, compromise or settle any claims or litigation against or in favor of the trust.

21. **MULTIPLE SUCCESSOR TRUSTEES MUST ACT TOGETHER:** When there is more than one Successor Trustee serving, the multiple trustees must unanimously agree in order to act. If the Trustors are serving as Trustee this provision does not apply.

22. **FACILITY OF PAYMENT - MINORS AND INCAPACITY EXPENDITURES OF GUARDIAN:** If at any time or from time to time any beneficiary entitled to receive income or principal hereunder shall be a minor or an incompetent, the Trustee may make any such payments in his discretion, in any one or more of the following ways:

- a) Directly to such beneficiary by direct payment deposit into a savings account in the name of the beneficiary or an adult agent of the beneficiary, or by delivering to such person securities or other properties selected by the Trustee,
- b) To the natural guardian, or the legally appointed guardian, conservator, custodian, or other fiduciary of the person or estate of such beneficiary,
- c) To any person or organization furnishing health, support, maintenance, or education of such beneficiary, or
- d) By himself making expenditures directly for the health, education, support, or maintenance of such beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied and receipt by such payee shall be full acquaintance of the Trustee. The decision of the Trustee as to direct payments or application of funds shall be conclusive and binding upon all parties in interest. The guardian of any minor beneficiary (other than a guardian who is a parent of such minor beneficiary and who is financially able) is not to incur personal expense in the support and maintenance of such beneficiary. The Trustee is therefore authorized to disburse funds from such beneficiary's share of the Trust Estate for the purpose of reimbursing such guardian for reasonable expenses incurred in accommodating such beneficiary. The Trustee shall construe his authority liberally to permit payments reasonably necessary to ease the financial burden on such guardian of a person of any minor beneficiary or other suitable individual with whom such beneficiary resides, and on such guardian's family, resulting from such beneficiary's presence in such guardian's household.

IX. INCAPACITY OF TRUSTEE

A. ORIGINAL TRUSTEE OR CO-TRUSTEES: In the event that one or both of the original Trustees is deemed, by other CO-Trustee and/or a party or parties having a present or future beneficial interest of at least Sixty Percent (60%) of the trust estate, to be mentally incapable of continuing in a fiduciary capacity, the discerning parties shall suggest that one or both of the original CO-Trustees resign and be replaced by the First Successor Trustee.

1. COMMITTEE ACTION: If the above suggestion is refused, each Trustee deemed incapable shall be reviewed by a separate committee consisting of two non-prejudiced licensed physicians. If both of the respective committee agrees that the Trustee is mentally incapable of continuing in a fiduciary capacity, said mentally incapable Trustee herein agrees to resign. Further, said resigned Trustee herein agrees that, while judged as mentally incapable, any directive he or she may make in the capacity of Settlor shall not be conclusive or binding upon the trust estate or any Trustee, and he or she, while judged as mentally incapable, shall have no power to unilaterally revoke or amend this trust or any trust created hereunder.

X. CATASTROPHIC ILLNESS

A. CATASTROPHIC ILLNESS PROVISION: If one of the Settlers becomes ill and hospital, medical, and/or other health care costs threaten to exhaust the principal and earnings of the trust estate, the Settlers, by written directive delivered to the Trustee, may direct the Trustee to create an Irrevocable Catastrophic Protection Trust. Such decision shall be made so as to preserve the estate of the Trustor not so affected by the catastrophic illness. A catastrophic illness is one which is reasonably anticipated to extend for a period of six (6) months or longer, and which renders the affected Trustor incompetent or in need of full time care.

XI. HANDICAPPED BENEFICIARIES

Any Beneficiary who is determined by a court of competent jurisdiction to be incapacitated shall not have any discretionary rights of a Beneficiary with respect to this trust, or to their share or portion thereof. Any Beneficiary who is diagnosed for the purposes of governmental benefits (as hereinafter delineated) as being incapacitated or disabled, and who shall be entitled to governmental support and benefits by reason of such incapacitation or disability, shall cease to be a Beneficiary of this Trust. Likewise, they shall cease to be a Beneficiary if any share or portion of the principal or income of the Trust shall become subject to the claims of any governmental agency for costs or benefits, fees or charges. Notwithstanding the foregoing, the trustee(s) may pay to the beneficiary, or apply for the benefit of the beneficiary, those amounts of the income and principal as, in the discretion of the trustee(s), appear necessary for the beneficiary's health, support, maintenance, and education.

If any other income, resources or governmental benefits are available for the beneficiary's support, distributions shall be made only for the beneficiary's "special needs," which are not being provided by any governmental agency, including, but not limited to, dental care, special equipment, programs of training, education and habitation, travel needs and recreation. The trustee(s) may seek support and maintenance for the beneficiary from all available governmental agencies, and may take into consideration the applicable resource limitations of the public assistance programs when making distributions. No part of the trust shall be used to replace any governmental assistance benefits, and no part of the principal or undistributed income shall be considered available to the beneficiary, for purposes of determining Medicaid eligibility. The Trust Estate shall not be subject to the claims of voluntary or involuntary creditors for the provisions of care and services, including residential care, by any governmental agency. The portion of the Trust Estate which, absent the provisions of this section, would have been the share of such handicapped person shall be retained in trust for so long as that individual lives. If such individual recovers from his or her disability, and is no longer eligible for aid from any governmental agency, including costs or benefits, fees or charges, such individual shall be reinstated as a Beneficiary after sixty (60) days from such recovery, and the allocation and distribution provisions stated herein shall apply to that portion of the Trust Estate which is held by the Trustee subject to the foregoing provisions of this Article. If said handicapped Beneficiary is no longer living and shall leave children then living, the deceased child's share shall pass to those children per stirpes. If there are no children, the share shall be allocated proportionately among the remaining Beneficiaries.

XII. TERMINATION

A. TERMINATION OF THE TRUST: The trust shall be terminated under any of the following conditions:

1. **PERPETUITIES CLAUSE:** Notwithstanding any other provision of this instrument, the Trusts created hereunder shall terminate not later than twenty-one (21) years after the death of the last survivor of all Trustors and any other Beneficiary or Beneficiaries named or defined in this Trust living on the date of the death of the first spouse to die. The Trustee shall distribute each remaining Trust principal and all accrued or undistributed net income hereunder to the Beneficiary or Beneficiaries. If there is more than one Beneficiary, the distribution shall be in the proportion in which they are Beneficiaries; if no proportion is designated, then the distribution shall be in equal shares to such Beneficiaries.
2. **DISCRETIONARY TERMINATION:** If at any time the Trustee in his discretion deems the best interests of the Beneficiaries is served by terminating the Trust and distributing the entire principal and income as provided herein, the Trustee is authorized to do so.
3. **DEPLETION OF TRUST ESTATE:** If at any time the Trustee in his discretion deems the Trust Estate to be so depleted that the continued operation of said trust is impractical or unwise, the Trustee is authorized to terminate the Trust.

XIII. GENERAL PROVISIONS

A. DEFINITIONS:

1. **TRUSTEE:** Any reference in this document to "Trustee" shall be deemed a reference to whomever is serving as Trustee or CO-Trustees of this Trust, whether originally, alternately, or as successors.
2. **SETTLOR:** The term "Settlor" shall refer to one or both of the Settlers.
3. **SURVIVING SETTLOR:** The term "Surviving Settlor" shall mean the Settlor having the greater longevity of the two Settlers, and hence the second Settlor to die.
4. **CHILDREN:** The word "children or "issue" as used in this agreement may include natural children and/or legally adopted children of one or both of the Settlers, and the children and grandchildren of such children.

5. NUMBER AND GENDER: The masculine, feminine and neuter gender, and the plural and singular number shall each be deemed to include the others when the context of this agreement so indicates.
6. ANNUAL ACCOUNTING: The Trustee shall render an annual accounting to the Settlers or Successor Beneficiaries within 120 days following the close of the fiscal year. Accounting to Successor Beneficiaries shall be more frequent, as provided herein, after separate beneficial shares have been created.
7. TRUST SITUS: The legal situs of the Trust Estate shall be deemed to be the same as the principal residence of the Trustee. Legal jurisdiction shall be presumed to be the same as the legal situs. The trust situs and all or portions of the Trust Estate may be transferred to such other state or jurisdictions as the Trustee may from time to time determine.
8. INVALIDITY OF ANY PROVISION: If a court finds that any provision of this Trust Agreement is void, invalid, or unenforceable, the remaining provisions of this Agreement will continue to be fully effective.
9. COUNTERPARTS: This Agreement may be executed in any number of counterparts, and each part shall constitute an original part of one and the same instrument.
10. COPIES OF THE ORIGINAL: A copy of this Agreement, or any portion of this Agreement, bearing the seal or signature of the Trustee shall be relied upon as an original document, and shall have the full force and effect of the original document in every respect.
11. APPLICATION OF COURT: If any disputes arise with respect to the interpretation of this Agreement or the actions of the Trustee in settling the Trust Estate, and there is need to obtain a court approved accounting or any interpretation of a provision herein, it is the intent of the Settlers that the Probate Court or any other court shall not assume any continuing jurisdiction except as may be required by law.
12. TRUST SHARES: When the Settlers have the term "shares" or "beneficial shares" in this Agreement, it is intended that the Trustee shall treat such share as a separate trust.
13. PRESUMPTION OF DEATH: If the Settlers die under such circumstances that it is doubtful or difficult to prove which of them died first, then for purposes of this agreement it shall be conclusively presumed that the husband died first.
14. RESOLUTION OF CONFLICT: Any controversy between the Trustee or Trustees and any other Trustee or Trustees, or between any other parties to this Trust, including Beneficiaries, involving the construction or application of any of the terms, provisions, or conditions of this Trust shall, on the written request of either or any disagreeing party served on the other or others, be submitted to arbitration. The parties to such arbitration shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party or in such proportion as the arbitrator(s) shall decide. Such arbitration shall comply with the commercial arbitration rules of the American Arbitration Association, 140 West 51st Street, New York, 10200.
15. NO-CONTEST-CONTESTANT DISINHERITED: If any beneficiary in any manner, directly or in directly, contests or attacks this instrument or any of its provisions, any share or interest in the trust given to that contesting beneficiary under this instrument is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased the Settlor.

IN WITNESS WHEREOF:

WE THE UNDERSIGNED Settlers have read the provisions of this Trust Agreement, and understand the provisions herein, including provisions respecting our rights to enter into contracts with each other in accordance with community property and separate property laws, and it is our intent to enter into this Trust Agreement as written.

THEREFORE, the provisions of this Trust Agreement shall bind the undersigned Settlers, and the undersigned CO-Trustees, as well as any Successor Trustees assuming the role of Trustee hereunder, and all beneficiaries of this Trust and their successors and assigns.

Dated & Signed at Hemet, this _____ day of SEP 15 2004, 20____.

SETTLORS:

CO-TRUSTEES:

DARRELL COX

DARRELL COX

Corrina B. Cox
CORRINA B. COX

Corrina B. Cox
CORRINA B. COX

NOTARY PUBLIC

STATE OF CALIFORNIA

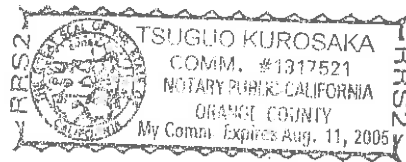
COUNTY OF Riverside

)
) SS

On SEP 15 2004 before me TODD KUROSAKA,
appeared DARRELL COX and CORRINA B. COX, personally known to me (or proved to me on the basis of satisfactory evidence) to be 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



(this area for official notarial stamp)

**LAST WILL AND TESTAMENT
(Pour-Over Will) OF
DARRELL COX**

I, DARRELL COX, residing in the County of RIVERSIDE, State of California, being of sound mind and memory, and not acting under duress or undue influence of any person whomsoever, hereby declare this to be my Last Will and Testament, and I do hereby revoke all other former Wills and Codicils to Wills heretofore made by me.

My Social Security Number is

All references made herein to "spouse or my spouse" refer to the person to whom I am currently married namely, CORRINA B. COX. By the ensuing provisions of this will, it is my intention to dispose of my interest in our community property which I may own; I do not intend to dispose of anything belonging to my wife or to put her to any election.

All reference made herein to "children or my children" refers to **LEWIS DOUGLAS FORD BORN AUGUST 9, 1968.**

DEBTS, TAXES AND ADMINISTRATION EXPENSES

I have provided for the payment of all my debts, expenses of administration of property wherever situated passing under this Will or otherwise, and estate, inheritance, transfer, and succession taxes, other than any tax on a generation-skipping transfer that is not a liability of my Estate (including interest and penalties, if any) that become due by reason of my death, under THE COX FAMILY TRUST executed on even date herewith, (the "Living Trust"). If the Living Trust assets should be insufficient for these purposes, my Executor shall pay my unpaid items from the residue of my Estate passing under this Will, without any apportionment or reimbursement. In the alternative, my Executor may demand in a writing addressed to the Trustee of the Trust an amount necessary to pay all or part of these items, plus claims, pecuniary legacies, and family allowances by court order.

PERSONAL AND HOUSEHOLD EFFECTS

It is my intent that all my personal and household effects were transferred to the Living Trust as a result of the Assignment contained in said Trust. If there are any questions regarding the ownership or disposition of these assets, it is my desire that such assets pour into the Living Trust, signed by me this date in accordance with the provisions of the section titled "Residue of Estate."

RESIDUE OF ESTATE

I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situated and whether acquired before or after the execution of this Will, to the Trustee under that certain Trust executed by me on the same date of the execution of this Will. The Trustee shall add the property bequeathed and devised by this item to the corpus of the above described Trust and shall hold, administer and distribute said property in accordance with the provisions of said Trust, including any amendments thereto made before my death. If for any reason the said Trust shall not be in existence at the time of my death, or if for any reason a court of competent jurisdiction shall declare the foregoing testamentary disposition to the Trustee under said Trust as it exists at the time of my death to be invalid, then I give all my Estate including the residue and remainder thereof to that person who would have been the Trustee under the Trust, as Trustee, and to their substitutes and successors under the Trust, described herein above, to be held, managed, invested, reinvested and distributed by the Trustee upon the terms and conditions pertaining to the period beginning with the date of my death as are constituted in the Trust as at present constituted giving effect to amendments, if any, hereafter made and for that purpose I do hereby incorporate such Trust by reference into this my Will.

EXECUTOR

I hereby nominate and appoint **LEWIS D. FORD** as my Independent Executor of this Last Will and Testament to serve without bond.

In the event the first named Executor shall predecease me, or is unable or unwilling to act as my Executor for any reason whatsoever, then and in that event I hereby nominate and appoint **CORRINA L. MASCO** to serve without bond as my Executor.

Whenever the word "Executor" or any modifying or substituted pronoun therefore is used in this my Will, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Executor named herein and to any successor or substitute Executor acting hereunder, and such successor or substitute Executor shall possess all the rights, powers, duties, authority, and responsibility conferred upon the Executor originally named herein.

EXECUTOR POWERS

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to executors generally, my Executor is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: To allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect thereto, take possession of, pledge, receive, release, repair, sell, sue for, make distributions in cash or in kind or in part in each without regard to the income-tax basis of such asset and in general, exercise all of the powers in the management of my Estate which any individual could exercise in the management of similar property owned in its own right upon such terms and conditions as to my Executor may seem best, and execute and deliver any and all instruments and do all acts which my Executor may deem proper or necessary to carry out the purpose of this my Will, without being limited in any way by the specific grants or power made, and without the necessity of a court order. My Executor shall have absolute discretion, but shall not be required, to make adjustments in the rights of any Beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election, or of any investment or administrative decision, that my Executor believes has had the effect, directly or indirectly, of preferring one Beneficiary or group of Beneficiaries over others. In determining the Federal Estate and Income Tax liabilities of my Estate, my Executor shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my Estate shall be used as Federal Estate Tax deductions or as Federal Income Tax deductions and shall have the discretion to file a joint income tax return with my spouse.

SPECIFIC OMISSIONS

I have intentionally omitted all persons and entities from this, my Last Will and Testament, except those persons and entities specifically named herein. If any person or entity shall challenge any term or condition of this Will, or of the Living Trust to which I have made reference in the sections "Household and Personal Effects" and "Residue of Estate", then, to that person or entity I give and bequeath the sum of one dollar (\$1.00) only in lieu and in place of any other benefit, grant, bequest or interest which that person or entity may have in my Estate or the Living Trust and its Estate.

SIMULTANEOUS DEATH

If my spouse and I should die under circumstances such that the order of our deaths cannot be determined, then it shall be conclusively presumed for the purposes of this my Will that my spouse did not survive me.

If any other Beneficiary should not survive me for sixty (60) days, then it shall be conclusively presumed for the purposes of this my Will that said Beneficiary predeceased me.

INVALIDITY

If any provision of this Will is deemed unenforceable, the remaining provisions shall remain in full force and effect.

BOND

My signature means a bond is not required for any person named as executor.



DARRELL COX

Notice: You must sign this Will in the presence of two (2) adult witnesses. The witnesses must sign their names in your presence and in each other's presence. You must first read to them the following two sentences:

THIS IS MY WILL. I ASK THE PERSONS WHO SIGN BELOW TO BE MY WITNESSES.

SIGNED ON  SEP 15 2004, AT Hemet
(date) (city)

DARRELL COX

NOTICE TO WITNESSES:

Two (2) adults must sign as witnesses. Each witness must read the following clause before signing. The witnesses should not receive assets under this Will.

Each of us declares under penalty of perjury under the laws of the State of California that the following is true and correct:

- a) On the date written below the maker of this Will declared to us that this instrument was the maker's Will and requested us to act as witnesses to it;
- b) We understand this is the makers Will;
- c) The maker signed this Will in our presence, all of us being present at the same time;
- d) We, now, at the maker's request, and in the maker's and each other's presence, sign as witnesses;
- e) We believe the maker is of sound mind and memory;
- f) We believe that this Will was not procured by duress, menace, fraud or undue influence;
- g) The maker is age 18 or older; and
- h) Each of us is now age 18 or older, is a competent witness, and resides at the address set forth after his or her name.

WITNESS OUR HANDS this _____ day of SEP 15 2004 20 _____.

Paul Mascho
Signature

Scott B. Minesinger
Signature

Rick Mascho
Print Name

SCOTT B. MINESINGER
Print Name

33883 Keith
Residence Address

33870 KEITH AVE
Residence Address

Hemet CA 92545
City, State & Zip

HEMET CA 92545
City, State & Zip

**LAST WILL AND TESTAMENT
(Pour-Over Will) OF
CORRINA B. COX**

I, CORRINA B. COX, residing in the County of RIVERSIDE, State of California, being of sound mind and memory, and not acting under duress or undue influence of any person whomsoever, hereby declare this to be my Last Will and Testament, and I do hereby revoke all other former Wills and Codicils to Wills heretofore made by me. My Social Security Number is

All references made herein to "spouse or my spouse" refer to the person to whom I am currently married namely, DARRELL COX. By the ensuing provisions of this will, it is my intention to dispose of my interest in our community property which I may own; I do not intend to dispose of anything belonging to my husband or to put him to any election.

All reference made herein to "children or my children" refers to LEWIS DOUGLAS FORD BORN AUGUST 9, 1968 AND CORRINA LEA MASCO BORN MAY 30, 1939.

DEBTS, TAXES AND ADMINISTRATION EXPENSES

I have provided for the payment of all my debts, expenses of administration of property wherever situated passing under this Will or otherwise, and estate, inheritance, transfer, and succession taxes, other than any tax on a generation-skipping transfer that is not a liability of my Estate (including interest and penalties, if any) that become due by reason of my death, under THE COX FAMILY TRUST executed on even date herewith, (the "Living Trust"). If the Living Trust assets should be insufficient for these purposes, my Executor shall pay my unpaid items from the residue of my Estate passing under this Will, without any apportionment or reimbursement. In the alternative, my Executor may demand in a writing addressed to the Trustee of the Trust an amount necessary to pay all or part of these items, plus claims, pecuniary legacies, and family allowances by court order.

PERSONAL AND HOUSEHOLD EFFECTS

It is my intent that all my personal and household effects were transferred to the Living Trust as a result of the Assignment contained in said Trust. If there are any questions regarding the ownership or disposition of these assets, it is my desire that such assets pour into the Living Trust, signed by me this date in accordance with the provisions of the section titled "Residue of Estate.

RESIDUE OF ESTATE

I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situated and whether acquired before or after the execution of this Will, to the Trustee under that certain Trust executed by me on the same date of the execution of this Will. The Trustee shall add the property bequeathed and devised by this item to the corpus of the above described Trust and shall hold, administer and distribute said property in accordance with the provisions of said Trust, including any amendments thereto made before my death. If for any reason the said Trust shall not be in existence at the time of my death, or if for any reason a court of competent jurisdiction shall declare the foregoing testamentary disposition to the Trustee under said Trust as it exists at the time of my death to be invalid, then I give all my Estate including the residue and remainder thereof to that person who would have been the Trustee under the Trust, as Trustee, and to their substitutes and successors under the Trust, described herein above, to be held, managed, invested, reinvested and distributed by the Trustee upon the terms and conditions pertaining to the period beginning with the date of my death as are constituted in the Trust as at present constituted giving effect to amendments, if any, hereafter made and for that purpose I do hereby incorporate such Trust by reference into this my Will.

EXECUTOR

I hereby nominate and appoint **LEWIS D. FORD** as my Independent Executor of this Last Will and Testament to serve without bond.

In the event the first named Executor shall predecease me, or is unable or unwilling to act as my Executor for any reason whatsoever, then and in that event I hereby nominate and appoint **CORRINA L. MASCO** to serve without bond as my Executor.

Whenever the word "Executor" or any modifying or substituted pronoun therefore is used in this my Will, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Executor named herein and to any successor or substitute Executor acting hereunder, and such successor or substitute Executor shall possess all the rights, powers, duties, authority, and responsibility conferred upon the Executor originally named herein.

EXECUTOR POWERS

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to executors generally, my Executor is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: To allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect thereto, take possession of, pledge, receive, release, repair, sell, sue for, make distributions in cash or in kind or in part in each without regard to the income-tax basis of such asset and in general, exercise all of the powers in the management of my Estate which any individual could exercise in the management of similar property owned in its own right upon such terms and conditions as to my Executor may seem best, and execute and deliver any and all instruments and do all acts which my Executor may deem proper or necessary to carry out the purpose of this my Will, without being limited in any way by the specific grants or power made, and without the necessity of a court order. My Executor shall have absolute discretion, but shall not be required, to make adjustments in the rights of any Beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election, or of any investment or administrative decision, that my Executor believes has had the effect, directly or indirectly, of preferring one Beneficiary or group of Beneficiaries over others. In determining the Federal Estate and Income Tax liabilities of my Estate, my Executor shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my Estate shall be used as Federal Estate Tax deductions or as Federal Income Tax deductions and shall have the discretion to file a joint income tax return with my spouse.

SPECIFIC OMISSIONS

I have intentionally omitted all persons and entities from this, my Last Will and Testament, except those persons and entities specifically named herein. If any person or entity shall challenge any term or condition of this Will, or of the Living Trust to which I have made reference in the sections "Household and Personal Effects" and "Residue of Estate", then, to that person or entity I give and bequeath the sum of one dollar (\$1.00) only in lieu and in place of any other benefit, grant, bequest or interest which that person or entity may have in my Estate or the Living Trust and its Estate.

SIMULTANEOUS DEATH

If my spouse and I should die under circumstances such that the order of our deaths cannot be determined, then it shall be conclusively presumed for the purposes of this my Will that my spouse did not survive me.

If any other Beneficiary should not survive me for sixty (60) days, then it shall be conclusively presumed for the purposes of this my Will that said Beneficiary predeceased me.

INVALIDITY

If any provision of this Will is deemed unenforceable, the remaining provisions shall remain in full force and effect.

BOND

My signature means a bond is not required for any person named as executor.

Corrina B. Cox
CORRINA B. COX

Notice: You must sign this Will in the presence of two (2) adult witnesses. The witnesses must sign their names in your presence and in each other's presence. You must first read to them the following two sentences:

THIS IS MY WILL. I ASK THE PERSONS WHO SIGN BELOW TO BE MY WITNESSES.

SEP 15 2004

SIGNED ON _____, AT Hemet
(date) (city)

Corrina B. Cox
CORRINA B. COX

NOTICE TO WITNESSES:

Two (2) adults must sign as witnesses. Each witness must read the following clause before signing. The witnesses should not receive assets under this Will.

Each of us declares under penalty of perjury under the laws of the State of California that the following is true and correct:

- a) On the date written below the maker of this Will declared to us that this instrument was the maker's Will and requested us to act as witnesses to it;
- b) We understand this is the makers Will;
- c) The maker signed this Will in our presence, all of us being present at the same time;
- d) We, now, at the maker's request, and in the maker's and each other's presence, sign as witnesses;
- e) We believe the maker is of sound mind and memory;
- f) We believe that this Will was not procured by duress, menace, fraud or undue influence;
- g) The maker is age 18 or older; and
- h) Each of us is now age 18 or older, is a competent witness, and resides at the address set forth after his or her name.

WITNESS OUR HANDS this _____ day of SEP 15 2004 20_____.

Rick Mascho
Signature

Scott B. Minesinger
Signature

Rick Mascho
Print Name

SCOTT B. MINESINGER
Print Name

33883 Keith
Residence Address

33870 KEITH AVE.
Residence Address

Hemet CA 92545
City, State & Zip

HEMET CA 92545
City, State & Zip

TRUST CERTIFICATION

This Certification is given as of this _____ day of SEP 15 2004 by, the undersigned (the "Trustees") as trustees of THE COX FAMILY TRUST (the "Trust").

Pursuant to Section 18100.5 of the California Probate Code, the undersigned Trustee(s) represents, warrants and certifies as follows (if co-trustee, certification is made jointly and severally):

1. That the Trust was created by **DARRELL COX and CORRINA B. COX** (the "Settlers") in a written agreement (the "Trust Agreement"), which Trust Agreement is dated as of _____ and which
 has not been amended; or
 has been amended by one or more amendment(s) dated _____

2. That the undersigned Trustee(s) has been duly appointed as and is/are the sole trustee(s) of the Trust.

3. If there are Co-Trustees, complete the following: The Trust provides that any _____ of the co-trustees are required to sign and bind the Trust and exercise the trustee's powers. (Note: If no number is entered in this paragraph and there are co-trustees, ANY ONE of the Trustees may act alone on behalf of the Trust to bind it and exercise that trustee's powers.)

4. That the Trust is Irrevocable Revocable by _____

5. That the Trust's tax ID number is _____

6. That title to the Trust's assets is held as _____

7. The Trust is governed by the laws of the State of California.

8. The Trust has no shareholders or owners of shares of beneficial interest in the trust estate.

9. That the Trustee is authorized, for and on behalf of the Trust, to:

a) Enter into and terminate deposit, safe deposit box, electronic fund transfer, and other financial service agreements with the bank.

b) Maintain such deposit accounts or other investments without regard to whether such accounts or investments are insured under FDIC insurance coverage.

c) Withdraw by check, order or otherwise, money or property of the Trust deposited with or left in the custody of the bank.

d) Receive bank statements, vouchers, notices, and similar, documents from the bank and act with respect to them

e) Make assign, draw, endorse, discount, guaranty and negotiate checks, drafts, and other negotiable paper if the Trust or Trustee of payable to the Trust or Trustee's order, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the Trust or Trustee and pay it when due.

f) Receive for the Trust and act upon a sight or draft or other negotiable or nonnegotiable instrument.

g) Hold and invest any trust assets in any kind of property, whether real, personal or mixed, including but not limited to, shares of investment companies registered under the Investment Company Act of 1940 (e.g., Mutual Funds).

h) To exercise such other trustee powers as may be conferred from time to time by law.

i) Additional powers: _____

10. That the Trust has not been revoked, modified or amended in any manner which would cause any of the foregoing representations to be incorrect.

11. Attached hereto are true, correct and current copies of those excerpts of the original Trust instrument, and amendments(s), thereto, which name the Trust, designate the currently acting Trustee, and show the Settlor(s) and Trustee(s) signatures.

12. That this declaration is given with the understanding and intention that it be relied upon by _____

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

X

DARRELL COX

Corrina B. Cox

CORRINA B. COX

ALL SIGNATURES MUST BE NOTARIZED

NOTARY PUBLIC
STATE OF CALIFORNIA)
)SS
COUNTY OF Riverside)

On SEP 15 2004 before me TODD KUROSAKA

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

WITNESS my hand and official seal:



Signature _____

[Signature]

(This area for official notary seal)

**ABSTRACT OF
THE COX FAMILY TRUST
DATED SEP 15 2004**

NOTE: This document is an abstract of certain key provisions of the above named LIVING Trust. The Settlers intend that this abstract may be presented to interested third parties as proof of the Trust's validity and the authorities and powers of the Trustee. The undersigned Settlers affirm that the abstracted provisions are herein set forth below as they appear in the original document, and that this document and the original were executed on the same date.

We, DARRELL COX and CORRINA B. COX, husband and wife, acting as both Settlers and Trustees, declare that we have set aside and hold in Trust all property described in Schedule A attached to this instrument. (CHAPTER 7)

THE PRIMARY BENEFICIARIES of this Trust Estate are the Settlers, husband and wife, as named above.

THE EFFECTIVE DATE of this Trust Agreement shall be the date that we both sign this instrument.

I. GENERAL PURPOSE AND FACT

A. PURPOSE: This trust was created to hold the Settlers combined estate and provide continuity of management of the estate, both during the Settlers' lifetimes and upon the Settlers' deaths and to avoid probate of the estate. During the lives of the Settlers, all trust benefits shall accrue to the Settlers. At the death of a Settlor, any property remaining outside the trust may pass to the trust estate through provisions of the deceased Settlor's Last Will and Testament (Pour-Over Will). After the death of both Settlers, all trust benefits shall pass to their beneficiaries as provided herein.

B. THIS TRUST IS REVOCABLE AND AMENDABLE by the Settlers as provided under the terms of this agreement.

C. BENEFICIAL INTEREST: The Settlers have intentionally omitted naming any successor beneficiaries of this trust agreement except those that are named herein. There shall be no other beneficiaries unless the Settlers die without any living descendants.

D. ESTATE TAX CONSIDERATIONS: If the Settlers combined estate exceeds the maximum federal estate tax exemption, currently fixed by statute as Six-Hundred Seventy-Five Thousand Dollars (\$675,000), this trust with its A-B trust provision is intended to minimize the adverse effects of estate taxes.

E. USE OF IRS EMPLOYER TAX IDENTIFICATION NUMBER: The Settlers shall use either or both of their Social Security Numbers. Upon the death of a spouse, the surviving Trust A remains revocable and shall be identified by using the Surviving Spouse's Social Security Number. Decedent's Trust B becomes irrevocable, the assets in the Trust should be identified using the IRS Employer Identification Number. The IRS Employer Identification Number will be used when filing Trust tax returns Form 1041. Upon the death of both husband and wife, the entire Trust becomes irrevocable by its terms, and assets retained in Trust should be identified by using the IRS Employer Identification Number.

II. TRUST PROPERTY

A. THE TRUST ESTATE: All property subject to this agreement of any trust created hereunder from time to time, including the property listed in Schedule "A" is referred to as the Trust Estate and shall be held, administered, and distributed according to this instrument.

B. **ADDITIONAL PROPERTY:** Additional property acceptable to the Trustee may be added to the trust at any time by the Settlers, either during their lifetimes or at death, or by other entity, person, or persons by gift, grant, conveyance, assignment or Will. Any additional property may be listed and briefly described on an Addendum to Schedule A, and attached and made a part of this agreement.

1. **EMPLOYEE BENEFIT PLANS:** The Trustee may be named the beneficiary of any employee benefit plan in which the Settlers have an interest. The Trustee shall evaluate the facts and circumstances respecting beneficiary needs, tax consequences, investment strategies and other options that may be available, and determine in his sole discretion how best to receive payment of such employee plan benefits.

2. **LIFE INSURANCE:** The Trustee may be named as the beneficiary of death benefits from life insurance policies, subject to the following terms:

a) The Trustee shall not be obligated to pay premiums or charges on any policy not owned by the trust.

b) The Trustee shall not be responsible for acts or omissions of the policy owners concerning such policies, nor shall he be required to keep anyone informed respecting such policies.

c) The owner of any policy not owned by the trust shall reserve all rights of ownership as conferred by the terms of the policy, including the right to change beneficiaries.

C. **CHARACTER OF PROPERTY:** It is our intent that all property held in the Trust be our commonly owned or community property, subject to the laws governing joint ownership. In confirmation of this intent, we make the following declaration:

1. All property held by the undersigned in the Trust is the commonly owned or community property of the said Trustors unless otherwise designated by writing in the Trust documents, or in the manner in which title is held in the Trust.

2. All property, which is the separate property of either Trustor, has been and will be so designated in writing and signed by the Trustors.

3. Any property in the said Trust which had its origin as separate property, or which cannot be traced as to its origin, is the commonly owned or community property of the Trustors. If any question should arise, it is the intent that each of the Trustors to gift, in consideration of their mutual love and affection, so much of any disputed property to the other as is necessary to create joint ownership in both Trustors. This gift is intended and made as and when any asset is placed into the Trust.

III. ORIGINAL TRUSTEES

A. **THE TRUSTEES** shall serve with all powers, authority and obligations as provided in this trust agreement, and must act jointly in conducting the business of this trust and, unless specifically restricted, all trusts created hereunder.

B. **UPON THE DEATH, RESIGNATION OR INCAPACITATION** of an original Co-Trustee, the surviving or competent Trustee may appoint, without the approval of any court, the First Successor Trustee nominated hereunder. If, for any reason, both original Co-Trustees cease simultaneously to serve as Trustees, the First Successor Trustee nominated herein shall immediately and without court approval become Trustee of this trust and all trusts created hereunder, and shall be empowered with all power as provided herein.

C. THE FIRST SUCCESSOR TRUSTEE, serving as a sole Trustee, shall have authority to appoint the Second Successor Trustee as a full Co-Trustee. If, for any reason, a First Successor Trustee ceases to serve as Trustee, the next Successor Trustee nominated herein shall, without court approval, serve as Trustee hereunder. The Successor Trustee as nominated herein, shall be given equal power and authority to serve this trust in line of succession as specified as Trustees:

First Successor Trustee: **LEWIS D. FORD**
Second Successor Trustee: **CORRINA L. MASCO**

Successor Trustees are as per my wishes

please initial

x _____
 [Signature]
x _____
 C.B. Cat

D. COMPENSATION OF A TRUSTEE: The Trustee shall receive as compensation for its services, unless waived, such amount of commissions as are customarily being charged by commercial trust companies for services as a trustee of an inter vivos trust in the State of California.

E. RESIGNATION OF TRUSTEE: A Trustee may resign at any time by submitting a notice resignation to the Settlers then living or to a co-trustee or successor trustee, in that order. A resigning Trustee shall be obligated to continue serving as Trustee the lesser of thirty (30) days or until a Successor Trustee takes office, and shall execute all documents and actions necessary to vest title to the trust estate in the Successor Trustee without court accounting.

F. POWER TO APPOINT A SUCCESSOR TRUSTEE: If at any time the trust or trusts created herein has only one remaining Trustee and no designated Successor Trustee, that remaining Trustee shall have absolute and discretionary power to appoint a Co-Trustee or Successor Trustee from among the adult and legally competent descendants of the Settlers, or from among the adult and legally competent spouses of such descendants. If, in the opinion of the Trustee, there is no individual qualified for such appointment, said Trustee may select a bank trust department to act as Co-Trustee of a Successor Trustee.

G. ACCOUNTABILITY RESPECTING SUCCESSION: No Successor Trustee shall bear responsibility for acts or omissions of any prior Trustee or have a duty to audit the accounts or activities of such Trustee unless requested to do so by the Settlers or, upon the second Settlor's death, a person or persons having at least a Thirty Percent (30%) beneficial interest in the trust estate. Such request for audit or any claim against a previous Trustee must be made in writing within one (1) year after the Successor Trustee takes office. In the event of discovery of any wrongdoing, the existing Trustee shall, in his sole discretion, determine and take whatever action he deems appropriate or necessary.

H. TERM OF OFFICE: A Trustee may serve until death or resignation as provided herein.

I. BONDS: No Trustee shall be required to post a bond or security for performance of duties while Trustee.

IV. DISTRIBUTION OF EARNINGS AND PRINCIPAL

- A. **EARNINGS:** The Trustee shall hold, manage, invest, and reinvest the trust estate and collect all income therefrom. He shall, upon written demand signed by both Settlers, pay to the Settlers during their joint lives any and all community property net earnings of the trust estate. Likewise, the Trustee shall upon written demand from one Settlor, pay that respective Settlor all net income from his or her share of separate property in the trust estate. If such community or separate net income is not demanded and paid during or at the end of each calendar year, the Trustee shall treat the unpaid earnings as part of the respective community or separate principal of the trust estate.
- B. **PRINCIPAL:** Upon written demand signed by both Settlers, the Trustee shall pay community property principal to the Settlers, as demanded, up to the whole principal amount. Upon signed demand by one Settlor, the Trustee shall pay that respective Settlor his or her share of separate property, as demanded, up to the whole amount.

V. REVOCATION AND AMENDMENT

- A. **REVOCATION:** Either Settlor during the Settlers joint lifetimes may revoke any portion of this trust dealing with his or her separate property at any time by delivering a signed statement of revocation to the Trustees. Any settlement of revocation respecting community property shall require the signatures of both Settlers.
- B. **AMENDMENT:** The settlors may at any time jointly amend any portion of this trust by adding provisions hereto or by altering or deleting provisions contained herein, and delivering a signed statement of amendment to the Trustee. Such statement shall be attached to and made part of this Trust Agreement.
- C. **INCAPACITY:** If a settlor becomes incapacitated, no person including his or her legal guardian, conservator, court appointed conservator, or one holding his or her Durable Power of Attorney shall have any power or authority to revoke or amend this trust.

VI. POWERS OF TRUSTEE

- A. **POWERS:** The Trustee shall have the following powers, duties and discretion in addition to all common law and statutory authority with the regard to property held in trust or any trust created hereunder, except as specifically restricted elsewhere in this trust agreement.
1. **ACCEPTANCE AND RETENTION:** The Trustee shall have power to accept and retain, without liability or loss or depreciation, the original trust corpus and all other property thereafter transferred, devised or bequeathed to this trust, whether or not such property is of character considered suitable for a trust investment.
2. **GENERAL PROPERTY:** The Trustee shall have power to do all acts and exercise all rights and privileges in the management of trust property, whether real or personal or mixed, as if he or she was the absolute owner hereof, including, but without limitation herein, the right to control, manage, sell, convey, exchange, trade, partition, divided, subdivided, assign, improve, repair, rent, lease, grant options, abandon, create restrictions, grant easements, arbitrate, adjust claims, defend actions, institute actions, compromise actions, buy insurance or conduct any and all business respecting trust property, as the Trustee deems, in his sole discretion advisable. In so doing, the Trustee may rent, lease, sell, convey or option property on his sole discretion advisable.

In so doing, the Trustee may rent, lease, convey or option property on terms that may extend beyond the duration of the trust, and may receive payment for such in cash or in kind. Further, the Trustee may sell trust property at public or private sale without approval of any court, and on such terms and to such persons, including Trustees or trust beneficiaries or any firm with which a Trustee or beneficiary is associated, as the Trustee deems proper and advisable, and without liability upon any person dealing with the Trustee to see to the application of any money or other property delivered to them.

3. LOCATION OF ASSETS: The trustee shall have power to keep the whole or any part of the trust estate in the jurisdiction where the Trustee is located from time to time, or in any other jurisdiction deemed acceptable to the Trustee.

4. BANK ACCOUNTS: The Trustee shall have power to open and maintain one or more savings accounts, checking accounts, or current accounts with any bank, savings institution, or thrift, wherever located, and may deposit to such accounts all or any part of the trust estate, whether or not such funds may earn interest, and may authorize withdrawal therefrom by check or other instrument or by such person or persons as the Trustors may from time to time authorize.

5. ALLOCATING PRINCIPAL AND INCOME: The Trustee shall have power to determine principal and income, and how receipts and disbursements, including fees to the Trustee, shall be allocated between principal and income. The decisions of the Trustees shall be binding on all persons holding a beneficial interest in the trust estate. Notwithstanding for foregoing, the Trustee shall allocate capital gains to principal, shall have authority to add accumulated income to principal as deemed appropriate, and shall have authority to charge income with a reasonable reserve for depreciation, property improvements, repairs on income producing property, and depletion of natural resources as may from time to time be deemed advisable by the Trustee. The Trustee may also set aside and keep on hand whatever cash reserves deemed appropriate for expense, emergencies and compensation for Trustee services.

6. BORROWING AND ENCUMBERING: The Trustee shall have a power to borrow money for any trust purpose upon such terms and conditions as the Trustee, in his sole discretion, deems proper, and to obligate the trust estate and encumber trust property as the Trustee deems advisable. Further, the Trustee is authorized and empowered to obligate the trust estate in whatever form the Trustee deems appropriate, and to act as third party guarantor to guarantee private borrowing of the Settlers, or either of them, during their respective lifetimes. However, if there is a Survivor's Trust, such guarantee may be made for the Surviving Settlor only for the Survivor's Trust.

7. DISTRIBUTIONS: The Trustee shall have the power to distribute principal and earnings, in cash or in kind, to an beneficiary in such manner as prescribed herein or lacking directives herein, as the Trustee, in his discretion, deems advisable.

a) If the beneficiary is a minor or incompetent, or a person whom the Trustee deems unable to properly manage such distributions, the Trustee may take such distributions in any one or a combination of the following ways:) directly to the beneficiary; 2) to a guardian, conservator or fiduciary responsibility for the beneficiary and his or her estate; 3) to any person or organization furnishing support for the beneficiary; and 4) by the Trustee retaining principal and making payments directly for the support of the beneficiary, in any case, the Trustee shall not be required to see to the application of any funds so paid or applied is dispersed in the good faith and the best judgment of the Trustee. The Trustee may, however, in his sole discretion, require an accounting to assure that such distributions have been faithfully applied to the benefit of said beneficiary.

8. FUNERAL EXPENSES: The Trustee shall have power to pay for the last illness, funeral and burial expenses of either Settlor or any beneficiary unless adequately provided for through his or her probate estate.

9. NOTIFICATION TO TRUSTEE: The Trustee shall have power to make decisions affecting beneficiary rights and/or distributions based upon written notification delivered to the Trustee of any date, birth, marriage, death or event. The Trustee shall bear no liability for acts made or omitted in good faith, when based upon information received.

10. EVALUATION OF ASSETS; The Trustee shall have power to make a valuation of trust assets from time to time and determined the value of any distribution. Such valuation shall be in the best judgment of the Trustee, and shall be binding and conclusive upon the beneficiaries.

11. DIVISION OF ASSETS: The Trustee shall have power to divide the trust estate and to allocate portions to trust created hereunder, and to create beneficial shares and make distributions to beneficiaries. The Trust may make such allocations or distributions in cash or kind, or in part cash and part kind, or in undivided interest, in such manner as the Trustee in his sole and absolute discretion deems advisable. Further, the Trustee may sell such property, as he deems necessary or appropriate when making such divisions.

A) CONSOLIDATED TRUST FUNDS: The Trustee shall not be required to make physical division of the trust property, except if necessary for distribution, but may maintain and hold assets of any separate trust or any beneficial share in one or more consolidated trust funds, with such entries made on the Trustees books of account. Each separate trust or share shall be entitled to its proportional share or principal and income from such consolidate funds, and shall be charged with its respective portion of expenses.

12. USE OF PRINCIPAL RESIDENCE: The Trustee, upon the death of the decedent Settlor, shall allow the Surviving Settlor to occupy and use, until his or her death, the home that was the Settlor's principal residence, The Trustee shall, at the discretion of the Surviving Settlor, sell the home and purchase or build another, or rent the home to a beneficiary or a third party and make other arrangements, for the surviving Settlor's housing as trust funds permit. All taxes, insurance maintenance and expenses concerning such home shall be paid for the respective trust estate(s).

13. OCCUPATION OF PRINCIPAL RESIDENCE: Upon the death of the surviving settlor, the principal residence or home of the Surviving Settlor may, at the discretion of the Trustee, be retained in the trust estate for use by one or more Successor Beneficiaries, or their children, or it may be sold to any qualified buyer, or rented to third party. It is understood, however, that a beneficial interest in the home may for a period of time be held by the Trustee for one or more Successor Beneficiaries who may not be living in the home, and that any such home or interest therein that is retained by the Trustee shall be part of the principal of the trust estate created hereunder. All taxes, insurance, maintenance and expenses concerning such home shall be paid from the respective trust estate.

14. POWER TO PROBATE TRUST ASSETS: Notwithstanding other provisions of the trust agreement, the Trustee shall have sole discretion, if he deems it in the best interest of the beneficiaries, to direct the Executor of the Will of either or both of the Settlers to subject all or part of the trust estate to the jurisdiction of the Probate Court.

15. ESTATE TAXES: The Trustee, upon the death of either Settlor or of any Successor Beneficiary, may pay at his discretion from the trust estate any inheritance, estate, succession or other death taxes, duties, charges or assessments and cost, including Trustees compensation and attorney's fees, unless other provisions have been made for such expenditures.

16. PURCHASE OF PROBATE PROPERTY: The Trustee at his discretion may purchase, for cash or whatever terms he deems acceptable, any property from the Executor or Administrator of the estate of any beneficiary of the trust, even though such property may not be of a character prescribed by law or normally considered prudent for trust investment.

17. TAX PLANNING: The Trustee, in the performance of his responsibilities herein, shall have absolute discretion to take any action or make any election of decision in his efforts to minimize the estate tax liabilities of either settlor's estate, the income tax liability on the trust estate or any trusts created hereunder, and the tax liability of any beneficiary or group of beneficiaries.

18. BUDGET: The Trustee shall have the power to create budgets for the trust or any trust created hereunder, and for any beneficial share, any may estimate annual income and expenses in an effort to project availability of funds for advances and/or distributions to beneficiaries.

19. LITIGATION: The Trustee, at his sole discretion, may initiate or defend any legal action with respect to the trust estate, and authorized to pay for such legal fees and expenses out of the trust estate.

20. MAY COMPROMISE CLAIMS: The Trustee may, at his discretion, adjust, compromise or settle any claims or litigation against or in favor of the trust.

21. MULTIPLE SUCCESSOR TRUSTEES MUST ACT TOGETHER: When there is more than one Successor Trustee serving, the multiple trustees must unanimously agree in order to act. If the Trustors are serving as Trustee this provision does not apply.

22. FACILITY OR PAYMENT – MINORS AND INCAPACITY EXPENDITURES OR GUARDIAN: If any time or from time to time any beneficiary entitled to receive income or principal hereunder shall be a minor or an incompetent, the Trustee may make any such payments in his discretion, in any one or more of the following ways:

a) Directly to such beneficiary by direct payment deposit into a savings account in the name of the beneficiary or an adult of the beneficiary, or by delivering to such person securities or the other properties selected by the Trustee,

b) To the natural guardian, or the legal appointed guardian, conservator, custodian, or other fiduciary of the person or estate of such beneficiary,

c) To any person or organization furnishing health, support, maintenance, or education of such beneficiary, or

d) By himself making expenditures directly for the health, education, support, or maintenance of such beneficiary.

The trustee shall not be required to see to the application of any funds so paid or applied and receipt by such payee shall be full acquaintance of the Trustee, The decision of the Trustee as to direct payments or application of funds shall be conclusive and binding upon all parties in interest. The guardian of minor beneficiary (other than a guardian which is a parent of such minor beneficiary and which is financially able) is not to incur personal expense in the support and maintenance of such beneficiary. The Trustee is therefore authorized to disburse funds from such beneficiary's share of the Trust Estate for the purpose of reimbursing such guardian for reasonable expenses incurred in accommodating such beneficiary. The Trustee shall construe his authority liberally to permit payments reasonably necessary to ease the financial burden on such guardian of a person of any minor beneficiary or other suitable individual with whom such beneficiary resides, and on such guardian's family, resulting from such beneficiary's presence in such guardian's household.

IN WITNESS WHEREOF:

WE THE UNDERSIGNED Settlers have read the provisions of this Trust Agreement, and understand the provisions herein, including provisions respecting our rights to enter into contracts with each other in accordance with community property and separate property laws, and it is our intent to enter into this Trust Agreement as written.

THEREFORE, the provisions of this Trust Agreement shall bind the undersigned Settlers, and the undersigned Co-Trustees, as well as any Successor Trustees assuming the role of Trustee hereunder, and all beneficiaries of this Trust and their successors and assigns.

Dated & Signed at Hemet, this _____ day of SEP 15 2004, 20_____.

SETTLORS:

X

DARRELL COX

Corrina B. Cox
CORRINA B. COX

CO-TRUSTEES:

X

DARRELL COX

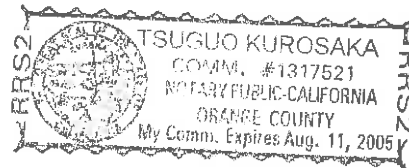
Corrina B. Cox
CORRINA B. COX

NOTARY PUBLIC
STATE OF CALIFORNIA)
)SS
COUNTY OF Riverside)

On SEP 15 2004 before me TODD KUROSAKA

personally appeared DARRELL COX and CORRINA B. COX personally known to me (or proved to me on the basis of satisfactory evidence) to be 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 *Tsuguo Kurosaka* (this area for official notarial stamp)

NOMINATION OF GUARDIANSHIP

In the event if our/my legal incapacity, I/we **DARRELL COX** and **CORRINA B. COX**, residing in the State of California, nominate and appoint the following to be the legal Guardian for:

CHILD:

APPOINTEE:

FIRST ALTERNATIVE:

SECOND ALTERNATIVE:

THIRD ALTERNATIVE:

The named Guardians are to serve sequentially in the event that the first Guardian is unable or unwilling to serve. No bond shall be required of any Guardian acting under authority of appointment. This appointment may be confirmed by any court of competent jurisdiction.

Dated: _____

DARRELL COX

CORRINA B. COX

AMENDMENT TO

THE COX FAMILY TRUST

SEP 15 2004

Dated _____

This Amendment to THE COX FAMILY TRUST is made this _____ day of SEP 15 2004, 20____, by the Trustor(s) and Trustee(s) for the Trust. Under the power of amendment reserved to the Trustor(s) of the Trust, the Trustor(s) amend the Trust as follows:

1. The following is added to the Trust:

2. The following is deleted from the Trust:

In all other respects, the Trust executed by the Trustor(s) is hereby affirmed.

Executed at Hemet SEP 15 2004 SEP 15 2004

DARRELL COX
Corrina B. Cox
CORRINA B. COX

DARRELL COX
Corrina
CORRINA B. COX

NOTARY PUBLIC
STATE OF CALIFORNIA)
)SS
COUNTY OF Riverside)

TODD KUROSAKA

On SEP 15 2004 before me _____
personally appeared DARRELL COX and CORRINA B. COX, personally known to me (or proved to me on the basis of satisfactory evidence) to be 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 [Signature]

(this area for official notarial stamp)

SCHEDULE "A"

Incorporated by reference into the following Revocable Living Trust

THE COX FAMILY TRUST

The undersigned Settlor(s) herein confirms that the following property is conveyed and transferred to that above named Revocable Trust, as of the date given.

1. REAL ESTATE:

A) 33849 KEITH AVENUE, HEMET, CA 92545

B)

C)

D)

2. BANK & SAVINGS ACCOUNTS/SECURITIES & INVESTMENTS:

(Stocks, Bonds, Commodities, Partnership Interests, Notes Receivable, etc.)

A) WASHINGTON MUTUAL CHECKING

B) WASHINGTON MUTUAL SAVINGS

C) WASHINGTON MUTUAL SAVINGS

D)

E)

F)

G)

H)

I)

J)

K)

3. AUTOMOBILE

- A. YEAR _____ MAKE _____ MODEL _____ LIC. NO. _____
- B. YEAR _____ MAKE _____ MODEL _____ LIC. NO. _____
- C. YEAR _____ MAKE _____ MODEL _____ LIC. NO. _____
- D. YEAR _____ MAKE _____ MODEL _____ LIC. NO. _____

4. **FURNITURE/HOUSEHOLD ITEMS**: All furniture and household items that I/We own. Among these items, the following are specifically listed as being of special value (list paintings, antiques, etc.):

5. **MISCELLANEOUS ITEMS**: (Include expensive jewelry, Collections, etc.):

It is our/my intent that all of the above properties, real, personal and/or mixed, be transferred into our/my Revocable Living Trust as of this date.

WITNESS our/my signature on this _____ day of **SEP 15 2004**, 20 _____

Signed: _____
DARRELL COX

Signed: Corrina B. Cox
CORRINA B. COX

NOTARY PUBLIC

STATE OF CALIFORNIA)
) SS
COUNTY OF Riverside)

TODD KUROSAKA

On SEP 15 2004 before me _____
personally appeared **DARRELL COX** and **CORRINA B. COX** personally known to me (or
proved to me on the basis of satisfactory evidence) to be 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 *[Handwritten Signature]*

(This area for official notarial stamp)

**DURABLE POWER OF ATTORNEY
OF
DARRELL COX**

(California Probate Code Section 4401)

NOTICE: THE POWER OF ATTORNEY GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE SECTIONS 4400-4465). IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, **DARRELL COX** of **33849 KEITH AVENUE, HEMET, CA 92545** appoint **CORRINA B. COX** as my agent to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IF FRONT OF THE OTHER POWERS.

TO GRANT ONE OF MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

- (A) Real property transactions.
- (B) Tangible personal property transactions.
- (C) Stock and bond transactions.
- (D) Commodity and option transactions.
- (E) Banking and other financial institution transactions.
- (F) Business operating transactions.
- (G) Insurance and annuity transactions.
- (H) Estate, Trust, and other beneficiary transactions.
- (I) Claims and litigation.
- (J) Personal and family maintenance.

___ (K) Benefits from social security, Medicare, Medicaid, or other governmental programs, or civil or military service.

___ (L) Retirement plan transactions.

___ (M) Tax matters.

___ (N) ALL OF THE POWERS LISTED ABOVE.

___ (O) SPRINGING ONLY. (MY INCAPACITY)

___ (P) IMMEDIATE FOR SPOUSE, SPRINGING FOR OTHERS. (MY INCAPACITY)

___ (Q) IMMEDIATE FOR SPOUSE AND/OR SUCCESSORS.

YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

This power of attorney will continue to be effective even though I become incapacitated.

STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME INCAPACITATED.

EXERCISE OF POWER OF ATTORNEY WHERE MORE THAN ONE AGENT DESIGNATED.

If I have designated more than one agent, the agents are to act separately. If my attorney-in-fact shall for any reason cease to act as my attorney-in-fact, I herein nominate and appoint:

First Alternate Agent: LEWIS D. FORD

Second Alternate Agent: CORRINA L. MASCO

I agree that any third party who receives a copy of this document may act under it. Revocations of the power of attorney is not effective as to third party until the third party actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

INCAPACITY

Principal shall be deemed to be incapacitated at any time two (2) licensed physicians certify in writing that Principal has become physically or mentally incapacitated and is unable to manage his/her affairs in his/her best interest, whether or not a court of competent jurisdiction has declared Principal incompetent, mentally ill or in need of a conservator/guardian.

Signed this SEP 15 2004 day of _____, 20____.

X

Social Security Number
DARRELL COX

State of California, County of Riverside

BY ACCEPTING OF ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF Riverside)ss.
)

On SEP 15 2004 before me TODD KUROSAKA,
appeared **DARRELL COX** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature _____

[Handwritten Signature]



(This area for official notary seal)

**DURABLE POWER OF ATTORNEY
OF
CORRINA B. COX**

(California Probate Code Section 4401)

NOTICE: THE POWER OF ATTORNEY GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE SECTIONS 4400-4465). IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, **CORRINA B. COX** of **33849 KEITH AVENUE, HEMET, CA 92545** appoint **DARRELL COX** as my agent to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IF FRONT OF THE OTHER POWERS.

TO GRANT ONE OF MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

- (A) Real property transactions.
- (B) Tangible personal property transactions.
- (C) Stock and bond transactions.
- (D) Commodity and option transactions.
- (E) Banking and other financial institution transactions.
- (F) Business operating transactions.
- (G) Insurance and annuity transactions.
- (H) Estate, Trust, and other beneficiary transactions.
- (I) Claims and litigation.
- (J) Personal and family maintenance.

- _____ (K) Benefits from social security, Medicare, Medicaid, or other governmental programs, or civil or military service.
- _____ (L) Retirement plan transactions.
- _____ (M) Tax matters.
- C, B, C, (N) ALL OF THE POWERS LISTED ABOVE.
- _____ (O) SPRINGING ONLY. (MY INCAPACITY)
- _____ (P) IMMEDIATE FOR SPOUSE, SPRINGING FOR OTHERS. (MY INCAPACITY)
- C, B, C, (Q) IMMEDIATE FOR SPOUSE AND/OR SUCCESSORS.

YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

This power of attorney will continue to be effective even though I become incapacitated.

STRIKE THE PROCEEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME INCAPACITATED.

EXERCISE OF POWER OF ATTORNEY WHERE MORE THAN ONE AGENT DESIGNATED.

If I have designated more than one agent, the agents are to act separately. If my attorney-in-fact shall for any reason cease to act as my attorney-in-fact, I herein nominate and appoint:

First Alternate Agent: LEWIS D. FORD
Second Alternate Agent: CORRINA L. MASCO

I agree that any third party who receives a copy of this document may act under it. Revocations of the power of attorney is not effective as to third party until the third party actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

INCAPACITY

Principal shall be deemed to be incapacitated at any time two (2) licensed physicians certify in writing that Principal has become physically or mentally incapacitated and is unable to manage his/her affairs in his/her best interest, whether or not a court of competent jurisdiction has declared Principal incompetent, mentally ill or in need of a conservator/guardian.

Signed this SEP 15 2004 day of _____, 20_____.

Corrina B. Cox Social Security Number
CORRINA B. COX

State of California, County of Riverside.

BY ACCEPTING OF ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA)
)
)ss.
COUNTY OF Riverside)

On SEP 15 2004 before me TODD KUROSAKA,
appeared **CORRINA B. COX** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:



Signature  (This area for official notary seal)

**LIVING WILL
OF
DARRELL COX**

**CALIFORNIA DIRECTIVE TO PHYSICIANS
California Health and Safety Code, Section 7188**

SEP 15 2004

Directive made this _____ day of _____, 20 ____.

I, DARRELL COX, being of sound mind, willfully and voluntarily make known my desire that my life shall not be artificially prolonged under the circumstances set forth below and do hereby declare:

If I should have an incurable and irreversible condition that has been diagnosed by two physicians and that will result in my death within a relatively short time without the administration of life-sustaining treatment or has produced an irreversible coma or persistent vegetative state, and I am no longer able to make decisions regarding my medical treatment, I direct my attending physician, pursuant to the Natural Death Act of California, to withhold or withdraw treatment, including artificially administered nutrition and hydration, that only prolongs the process of dying or the irreversible coma or persistent vegetative state and is not necessary for my comfort or to alleviate pain.

If I have been diagnosed and notified at least fourteen (14) days prior to the date of his directive as having a terminal condition, the name and address of the diagnosing physician is

herein given as:

Name: _____

Address: _____

Phone: _____

SEP 15 2004


Signed this _____ day of _____, 20_____.



DARRELL COX
33849 KEITH AVENUE, HEMET, CA 92545

WITNESSES

The declarant voluntarily signed this writing in my presence. I am not a health care provider, an employee of a health care provider, the operator of a community care facility, an employee of an operator of a community care facility, the operator of a residential care facility for the elderly, or portion of the estate of the declarant upon his or her death under any will or codicil thereto of the declarant now existing or by operation of law. I believe the declarant to be of sound mind.



Signature

Signature

TODD KUROSAKA

Print Name

Print Name

8411 IVY CIRCLE

Address

Address

Huntington Beach, CA 92646

City, State & Zip

City, State & Zip

**LIVING WILL
OF
CORRINA B. COX**

**CALIFORNIA DIRECTIVE TO PHYSICIANS
California Health and Safety Code, Section 7188**

SEP 15 2004

Directive made this _____ day of _____, 20 ____.

I, CORRINA B. COX, being of sound mind, willfully and voluntarily make known my desire that my life shall not be artificially prolonged under the circumstances set forth below and do hereby declare:

If I should have an incurable and irreversible condition that has been diagnosed by two physicians and that will result in my death within a relatively short time without the administration of life-sustaining treatment or has produced an irreversible coma or persistent vegetative state, and I am no longer able to make decisions regarding my medical treatment, I direct my attending physician, pursuant to the Natural Death Act of California, to withhold or withdraw treatment, including artificially administered nutrition and hydration, that only prolongs the process of dying or the irreversible coma or persistent vegetative state and is not necessary for my comfort or to alleviate pain.

If I have been diagnosed and notified at least fourteen (14) days prior to the date of his directive as having a terminal condition, the name and address of the diagnosing physician is

herein given as:

Name: _____

Address: _____

Phone: _____

Signed this _____ day of **SEP 15 2004**, 20_____.

Corrina B. Cox
CORRINA B. COX
33849 KEITH AVENUE, HEMET, CA 92545

WITNESSES

The declarant voluntarily signed this writing in my presence. I am not a health care provider, an employee of a health care provider, the operator of a community care facility, an employee of an operator of a community care facility, the operator of a residential care facility for the elderly, or portion of the estate of the declarant upon his or her death under any will or codicil thereto of the declarant now existing or by operation of law. I believe the declarant to be of sound mind.

[Signature]
Signature

Signature

JODI KUKOSAKA
Print Name

Print Name

8411 IVY CIRCLE
Address

Address

Huntington Beach, CA 92646
City, State & Zip

City, State & Zip

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052906014989

CERTIFICATE OF DEATH

3200633004530

Form with sections: DECEDENT'S PERSONAL DATA, USUAL RESIDENCE, SPOUSE AND PARENT INFORMATION, FUNERAL DIRECTORY LOCAL REGISTRAR, PLACE OF DEATH, CAUSE OF DEATH, PHYSICIAN'S CERTIFICATION, CORONERS USE ONLY, STATE REGISTRAR.



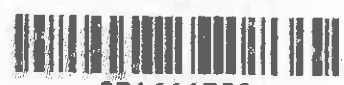
CERTIFIED COPY OF VITAL RECORD

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

FEB 23 2017

DATE ISSUED

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



034644309

Peter Aldana, PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY, CALIFORNIA

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CARIVERSOR

STATE OF ARIZONA

CERTIFICATION OF VITAL RECORD

STATE OF ARIZONA DEPARTMENT OF HEALTH SERVICES - OFFICE OF VITAL RECORDS CERTIFICATE OF DEATH

State File NO. 102- 2010-038106

1. DECEDENT'S LEGAL NAME (FIRST, MIDDLE, LAST) DARRELL DOUGLAS COX		2. AKA'S (IF ANY)		3. DATE OF DEATH 10/16/2010	
4. SEX MALE	5. SOCIAL SECURITY NUMBER:	6. DATE OF BIRTH 09/14/1920	7. AGE 90	8. MONTHS UNDER 1 YEAR	9. DAYS UNDER 1 DAY
12. PLACE OF DEATH - HOSPITAL: <input checked="" type="checkbox"/> INPATIENT <input type="checkbox"/> E.R./OUTPATIENT <input type="checkbox"/> DEAD ON ARRIVAL		13. PLACE OF DEATH - OTHER THAN HOSPITAL: <input type="checkbox"/> NURSING HOME OR LONG TERM CARE FACILITY <input type="checkbox"/> RESIDENCE <input type="checkbox"/> HOSPICE FACILITY <input type="checkbox"/> OTHER			
14. FACILITY NAME (OR STREET ADDRESS IF NOT A FACILITY) WESTERN ARIZONA REGIONAL MEDICAL CTR			15. CITY, TOWN & ZIP CODE OR LOCATION OF DEATH: BULLHEAD CITY 86442	16. COUNTY OF DEATH: MOHAVE	
17. BIRTHPLACE (CITY AND STATE OR FOREIGN COUNTRY) PALOUSE, WASHINGTON		18. MARITAL STATUS AT TIME OF DEATH WIDOWED	19. NAME OF SURVIVING SPOUSE (MAIDEN NAME IF WIFE)		
20. DECEDENT'S USUAL RESIDENCE STREET ADDRESS: 3840 BRANDING IRON DR		21. CITY AND COUNTY: BULLHEAD CITY, MOHAVE	22. STATE ARIZONA	23. ZIP CODE 86442	24. EVER IN THE ARMED FORCES YES
25. WAS DECEDENT OF HISPANIC ORIGIN? <input checked="" type="checkbox"/> NO, NOT SPANISH, HISPANIC OR LATINO <input type="checkbox"/> YES, MEXICAN, MEXICAN AMERICAN, CHICANO <input type="checkbox"/> YES, PUERTO RICAN <input type="checkbox"/> YES, CUBAN <input type="checkbox"/> YES, OTHER (SPECIFY) <input type="checkbox"/> UNKNOWN		26. DECEDENT'S RACE(S) <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK, AFRICAN AMERICAN <input type="checkbox"/> NATIVE HAWAIIAN <input type="checkbox"/> ASIAN INDIAN <input type="checkbox"/> CHINESE <input type="checkbox"/> HAWAIIAN <input type="checkbox"/> JAPANESE <input type="checkbox"/> GUAMANIAN OR CHAMORRO <input type="checkbox"/> KOREAN <input type="checkbox"/> VIETNAMESE <input type="checkbox"/> SAMOAN <input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE		27. IF AMERICAN INDIAN OR ALASKA NATIVE, SPECIFY UP TO 4 TRIBES, PRIMARY OR ENROLLED TRIBE: ADDITIONAL TRIBE: ADDITIONAL TRIBE: ADDITIONAL TRIBE:	
28. OCCUPATION: CARPENTER		29. FATHER'S NAME (FIRST, MIDDLE, LAST) HARRY ANDREW COX		30. MOTHER'S NAME (FIRST, MIDDLE, & LAST NAME PRIOR TO FIRST MARRIAGE) HATTIE MARGARET SELLERS	
31. INFORMANT'S NAME CAROL WHEELER		32. RELATIONSHIP NIECE	33. INFORMANT'S MAILING ADDRESS: 3840 BRANDING IRON DR, BULLHEAD CITY, ARIZONA 86442		
34. NAME AND ADDRESS OF FUNERAL FACILITY: DIMOND & SONS SILVER BELL CHAPEL 2620 SILVER CREEK RD BULLHEAD CITY, AZ		35. FUNERAL DIRECTOR: LINDA DARROW, FUNERAL DIRECTOR		36. LICENSE NUMBER: F0886	
37. METHOD(S) OF DISPOSITION REMOVAL/BURIAL	38. NAME AND LOCATION OF 1st DISPOSITION FACILITY: RIVERSIDE NATIONAL VETERANS CEMETERY, CALIFORNIA		39. NAME AND LOCATION OF 2nd DISPOSITION FACILITY: NONE		
IMMEDIATE CAUSE OF DEATH	40. A / CARDIOPULMONARY ARREST	41. APPROXIMATE INTERVAL: MINUTES			
DUE TO OR AS A CONSEQUENCE OF	42. B ACUTE RESPIRATORY FAILURE	43. APPROXIMATE INTERVAL: DAYS			
DUE TO OR AS A CONSEQUENCE OF	44. C	45. APPROXIMATE INTERVAL:			
DUE TO OR AS A CONSEQUENCE OF	46. D	47. APPROXIMATE INTERVAL:			
48. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSES GIVEN ABOVE		49. INJURY? NO	50. INJURY AT WORK? NO	51. MANNER OF DEATH NATURAL DEATH	52. TIME OF DEATH 1803
		53. WAS AN AUTOPSY PERFORMED? NO	54. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?		
<input checked="" type="checkbox"/> Certifying Physician/Nurse Practitioner/Physician's Assistant - To the best of my knowledge, death occurred due to the cause(s) and manner stated.		55. NAME OF PERSON COMPLETING CAUSE OF DEATH		56. DATE CERTIFIED 10/18/2010	
<input type="checkbox"/> Medical Examiner/Tribal Law Enforcement Authority - On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place stated due to the cause(s) and manner stated.		57. NAME OF REGISTRAR PATTY MEAD		59. DATE REGISTERED 11/01/2010	
57. CERTIFIER'S ADDRESS 1225 HANCOCK RD STE C BULLHEAD CITY, AZ 86442-5867		58. NAME OF REGISTRAR			

DATE ISSUED: 03/08/2017

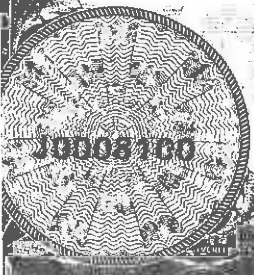


This is a true certification of the facts as filed with the Arizona Department of Health Services, Bureau of Vital Records, PHOENIX, ARIZONA
Revised 07/2016

Krystal Colburn
KRYSTAL COLBURN
ASSISTANT STATE REGISTRAR

This copy not valid unless prepared on a form displaying the State Seal and impressed with the raised seal of the issuing agency

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 207 Item 505 Assessment No.: 458195011-8

Assessee: COX, DARRELL D TR & CORRINA B TR ETAL

Situs: 33849 KEITH AVE HEMET 92545

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 \$ 130,295.36 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. 2004-082332; recorded on 10/18/2004. 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.

Quitclaim Deed, Affidavit in support of Claim, Tax Report

Authorization for Agent to Collect Excess Proceeds

Death Cert of Darrell D Cox

Small estate Affidavit

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 5th day of April, 2017 at Norfolk County, MA
County, State

Signature of Claimant

Signature of Claimant

Print Name

Print Name

Street Address

Street Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

ASSIGNMENT OF RIGHTS TO CLAIM EXCESS PROCEEDS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CAROL BIGOS-WHEELER, Personal Representative of the Estate of Darrell D. Cox, ASSIGNOR, hereby assigns to Andrew Metcalf, ASSIGNEE, all rights, title, and interest to 100% of the proceeds to which ASSIGNOR is entitled and ASSIGNEE has disclosed to me all facts of which he is aware relating to the value of the right that is being assigned and my right to claim the excess proceeds on my own directly with the county at no cost without the use of a third party company.

These funds are the result of the real property sold at the Riverside, California, THE COUNTY, public sale on the 24th day of May 2016, described as follows: Parcel No. 458195011-8. Assignor understands the approximate amount of the funds is: \$130,295.36.

ASSIGNOR will hold harmless, protect, indemnify the COUNTY and each of its department and employees from all claims which may arise from the assignment or any actions taken under this assignment.

ASSIGNOR herein names ASSIGNEE, for the purpose of processing this claim (hiring an attorney paid for out of overage funds recovered, submitting the claim, resolving any issues, receiving and cashing the check(s), disbursing checks to the appropriate parties, etc.) as his/her/its Attorney-in-Fact.

This assignment is binding on all heirs, successors in interest, and assigns. ASSIGNOR declares under penalty of perjury and under the laws of Arizona that the foregoing is true and correct to the best of my knowledge.

Dated this 31 day of March, 2017.

Carol Bigos-Wheeler
Signature

928-704-1771
Phone

Carol Bigos-WHEELER
Printed Name

3840 Branding Iron Dr.
Address

Bullhead City, AZ. 86442
City State Zip

State of Arizona)
County of Mohave) : ss.

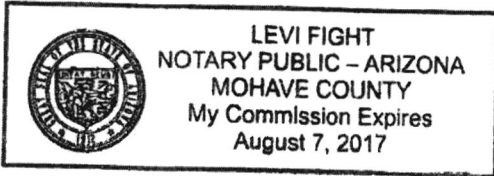
I, the undersigned Notary Public in and for the State of Arizona hereby certify that on the 31st day of March 2017, personally appeared before me Carol Bigos-Wheeler to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Signed [Signature]

Notary Public in and for the State of Arizona

With an Address of 4825 Hwy 95 Ft. Mohave, AZ 86426

My commission expires 08/07/2017



AUTHORIZATION FOR AGENT 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 make Andrew C. Metcalf my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 458195011-8 sold at public auction on May 24, 2016. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

also understand that the total of excess proceeds available for refund is \$130,295.36 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

Carol G. Bigos-Wheeler
(Signature of Party of Interest)

CAROL G. BIGOS-WHEELER
(Name Printed)

3840 Branding Iron Dr.
(Address)

Bullhead City, AZ 86442
(City/State/Zip)

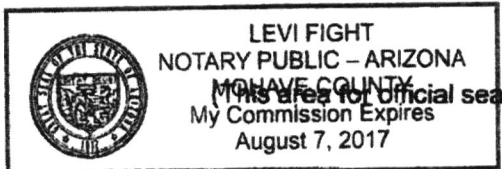
928-704-1771
(Area Code/Telephone Number)

Arizona
STATE OF CALIFORNIA)ss.
COUNTY OF Mohave

On 03/31/2017, before me, Levi Fight, personally appeared Carol Bigos-Wheeler, 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.

certify under PENALTY OF PERJURY under the laws of the State of Arizona that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.
[Signature]
Signature of Notary



the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

[Signature]
Signature of Agent

Andrew Metcalf
(Name Printed)

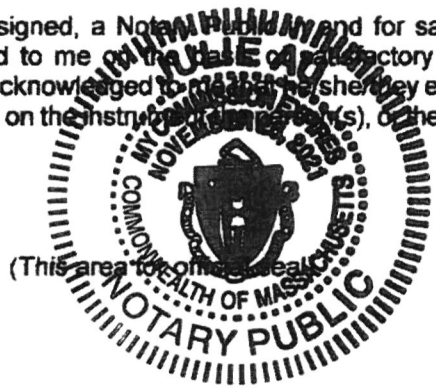
7 May Ave
(Address)

Aron Ma 02327
(City/State/Zip)

Massachusetts
STATE OF CALIFORNIA)ss.
COUNTY OF Norfolk

On 4/5/2017, before me, the undersigned, a Notary Public and for said State, personally appeared Andrew C. Metcalf, 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]
Signature of Notary



AFFIDAVIT IN SUPPORT OF CLAIM FOR
EXCESS PROCEEDS

STATE OF MASSACHUSETTS)
) SS:
NORFOLK COUNTY)

To: Don Kent, Treasurer-Tax Collector
of Riverside County, California

Re: Parcel I.D. Number: 458195011-8

Property Address: 33849 Keith Ave Hemet CA 92545

Before me, the undersigned individual, personally appeared the person identified below who being by me duly sworn, deposed as follows:

COMES NOW, ANDREW C. METCALF, authorized Agent of Carol Bigos-Wheeler, Personal Representative of the Estate of Darrell Cox who requests payment of excess proceeds from sale of tax defaulted property; and

WHEREAS, on 5/24/2016, the property owned by Darrell D. Cox and Corrina B. Cox, Trustees of the Cox Family Trust u/d/t 9/15/2004 being identified as described above and sold at a tax sale by Tax Collector of Riverside County to Louie Moca.

WHEREAS, the sale of said property brought an excess in proceeds of the taxes and costs; and the amount of the excess proceeds total is \$130,295.36 as evidenced in the records of the Tax Collector.


The decedents are Darrell D. Cox and Corrina B. Cox (the "decedents"). At the time of tax sale of property, Corrina B. Cox had passed away since 04/28/2006 (see attached locate report). Darrell D. Cox was the sole Trustee of the Cox Family Trust after Corrina passed away.

As Carol Bigos-Wheeler is the sole heir and successor of the decedent, Darrell D. Cox (as defined in Section 13006 of the California Probate Code) we request the full \$130,25.36 paid out. The only daughter of Darrell and Corrina had passed away on August 16, 1977.

I swear or affirm the above is complete and correct to the best of my knowledge and belief this 5th day of April, 2017.

Andrew C. Metcalf
Signature: Andrew C. Metcalf
Authorized Agent of Carol Bigos-Wheeler

7 May Ave
Address
Avon Ma 02322
800-277-4634
Telephone Number

[Signature]
Notary Public
(Affix Notary Seal and Commission Expiration Date)


RECORDING REQUESTED BY:
DARRELL D. COX AND CORRINA B. COX

DOC # 2004-0822321

10/18/2004 08:00A Fee:7.00

Page 1 of 1

Recorded in Official Records
County of Riverside

Gary L. Orse

Assessor, County Clerk & Recorder

WHEN RECORDED, MAIL TO:

NAME DARRELL D. COX AND CORRINA B. COX

MAILING ADDRESS 33849 KEITH AVENUE

CITY, STATE HEMET, CALIFORNIA 92545
ZIP CODE



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	BMF	MSC
			1			✓			
A	R	L				COPY	LONG	REFUND	MCHE

QUITCLAIM DEED

APN 458-195-011-8

The undersigned grantor(s) declare(s): This conveyance transfers an interest into or out of a Living Trust, R & T 11930 There is no consideration for this transfer and is excluded from reappraisal under Proposition 13, i.e., California Const. 13 A, Section 1, et, seq. (Documentary Transfer Tax - 0 -) Not Pursuant to a sale

TRA:006

DARRELL D. COX AND CORRINA B. COX, HUSBAND AND WIFE AS JOINT TENANTS

M
AC 7

hereby REMISES, RELEASES AND QUITCLAIMS to:

DARRELL D. COX AND CORRINA B. COX as Trustor(s) and Trustee(s) of
THE COX FAMILY TRUST Dated SEP 15 2004

The following real property located in the City of HEMET, County of RIVERSIDE, State of CALIFORNIA:
LOT 7 AND 8 IN BLOCK "P" OF VALLEY VISTA ACRES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGE 57 OF
MAPS, RECORDS OF RIVERSIDE COUNTY.

SUBJECT TO: 1. TAXES FOR THE FISCAL YEAR OF 1969-70, A LIEN NOT YET PAYABLE.
2. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND RIGHTS OF WAY OF RECORD, IF ANY.

More commonly known as: 33849 KEITH AVENUE, HEMET, CALIFORNIA 92545

DATED: SEP 15 2004

DARRELL D. COX

CORRINA B. COX

STATE OF California)
COUNTY OF Riverside) ss.

On SEP 15 2004 before me, Tsuguo Kurosaka, personally appeared DARRELL D. COX AND CORRINA B. COX personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s) or the entity upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal



Signature

[Handwritten Signature]

(THIS AREA FOR OFFICIAL NOTARY STAMP)

Mail Tax Statements to: THE COX FAMILY TRUST 33849 KEITH AVENUE, HEMET, CALIFORNIA 92545

Name Address City, State & Zip

TITLE SEARCH NEITHER REQUESTED OR DONE - PREPARED FROM INFORMATION SUPPLIED BY GRANTOR(S).

1 **HOLSTROM, BLOCK & PARKE**

2 A PROFESSIONAL LAW CORPORATION
3 SHARON M. ANDERSON, SBN 179937
4 SHEILA-MARIE FINKELSTEIN, SBN 280229
5 1897 California Avenue, Suite 102
6 Corona, California 92881
7 (951) 734-6371

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF RIVERSIDE

11 In re the estate of)
12) DECLARATION UNDER PENALTY OF
13 DARRELL DOUGLAS COX,) PERJURY [CCP § 2015.5] FOR TRANSFER
14 Deceased.) WITHOUT PROBATE OF PERSONAL
15) PROPERTY OF DECEASED NOT
16) EXCEEDING \$150,000 IN VALUE [CAL.
) PROB. CODE § 13100] WITH COPY OF
) DEATH CERTIFICATE ATTACHED
)

17 The undersigned, CAROL BIGOS-WHEELER, declares as follows:

- 18 1. I am the successor in interest of decedent, DARRELL COX, who died in Mohave
19 County, Arizona on October 16, 2010. Attached hereto and incorporated herein by
20 reference, as **Exhibit "A"** is a copy of the decedent's Death Certificate. Decedent died
21 with personal property in the State of California.
22 2. At least forty (40) days have elapsed since the death of the decedent, as shown in the
23 certified copy of the decedent's death certificate attached to this declaration.
24 3. No proceeding is now being or has been conducted in California for administration of
25 the decedent's estate.
26 4. The gross value of the decedent's real and personal property, excluding the property
27 described in Section 13050 of the California Probate Code, does not exceed One-
28 Hundred and Fifty Thousand Dollars (\$150,000.00).

1 5. The property of the decedent that is to be paid, transferred, or delivered to the declarant
2 is described as follows:

3 **PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY**
4 **ITEM 505 SOLD ON MAY 24, 2016, HELD BY THE COUNTY OF RIVERSIDE**
5 **OFFICE OF THE TREASURER.**

6 6. The sole heir and successor of the decedent (as defined in Section 13006 of the
7 California Probate Code) to the described property is:

8 **CAROL BIGOS-WHEELER, PERSONAL REPRESENTATIVE OF THE**
9 **ESTATE OF DARRELL DOUGLAS COX.**

10 7. No other person has a right to decedent's interest in the described property.

11 8. The declarant requests that the described property be paid, delivered or transferred to the
12 declarant as follows:

13 **CAROL BIGOS-WHEELER, PERSONAL REPRESENTATIVE OF THE**
14 **ESTATE OF DARRELL DOUGLAS COX.**

15 9. Attached hereto for your reference is a copy of California Probate Code Sections 13006,
16 13100-13104(a), 13104(e), 13105, 13106(a), and 13106.5(a), (b), (c). If you have any
17 questions, please contact your legal department.

18 10. I am not subject to backup withholding either because I have not been notified by the
19 Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a
20 failure to report all interest or dividends, or the IRS has notified me that I am no longer
21 subject to backup withholding.

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

24
25 Dated: 3-23-17

Carol Bigos-Wheeler
CAROL BIGOS-WHEELER

26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

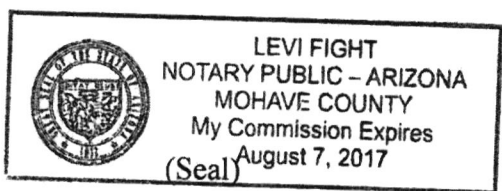
State of ~~California~~ Arizona)
County of Mohave)

On 03/23/2017 before me, Levi Fight, a Notary Public, personally appeared CAROL BIGOS-WHEELER, 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~~ Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



1 POINTS AND AUTHRORITIES

2 In Re the Estate of DARRELL DOUGLAS COX

3 CALIFORNIA PROBATE CODE SECTIONS 13006, 13100-13104(a), 13104(e), 13105,
4 13016(a), and 13106.5(a), (b), (c) PROVIDE AS FOLLOWS:

5 SECTION 13006

6 "Successor of the decedent" means:

7 (a) If the decedent died leaving a will, the sole beneficiary or all the beneficiaries who
8 succeeded to a particular item of property of the decedent under the decedent's will. For
9 the purposes of this part, the trustee of a trust created during the decedent's lifetime is a
10 beneficiary under the decedent's will if the trust succeeds to the particular item of
11 property under the decedent's will.

12
13 (b) **If the decedent died without a will, the sole person or all of the persons who**
14 **succeeded to the particular item of property of the decedent under Sections 6401**
15 **(intestate share of surviving spouse) and 6402 (intestate share of heirs other than**
16 **surviving spouse)** or, if the law of a sister state or foreign nation governs succession to
17 the particular item of property, under the law of the sister state or foreign nation.

18 [Emphasis added]

19
20 SECTION 13100

21 If the gross value of the decedent's real and personal property in this state does not exceed one
22 hundred and fifty thousand dollars (\$150,000) and if 40 days have elapsed since the death of the
23 decedent, the successor of the decedent may, **without procuring letters of administration or**
24 **awaiting the probate of the will,** do any of the following with respect to one or more particular
25 items of property: [Emphasis added]

26 (a) Collect any particular item of property that is money due to the decedent.

27 (b) Receive any particular item of property that is tangible personal property of the
28 decedent.

1 (B) "The affiant or declarant is authorized under Section 13051 of the California
2 Probate Code to act on behalf of the successor of the decedent (as defined in
3 Section 13006 of the California Probate Code) with respect to the decedent's
4 interest in the described property."

5 9. "No other person has a right to the interest of the decedent in the described
6 property."

7 10. "The affiant or declarant requests that the described property be paid, delivered,
8 or transferred to the affiant or declarant."

9 11. "The affiant or declarant affirms or declares under penalty of perjury under the
10 laws of the State of California that the foregoing is true and correct."

11 (b) Where more than one person executes the affidavit or declaration under this section, the
12 statements required by subdivision (a) shall be modified as appropriate to reflect that
13 fact.

14 (c) If the particular item of property to be transferred under this chapter is a debt or other
15 obligation secured by a lien on real property and the instrument creating the lien has
16 been recorded in the office of the county recorder of the county where the real property
17 is located, the affidavit or declaration shall satisfy the requirements both of this section
18 and section 13106.5.

19 (d) A certified copy of the decedent's death certificate shall be attached to the affidavit or
20 declaration.

21
22 SECTION 13102

23 (a) If the decedent had evidence of ownership of the property described in the affidavit or
24 declaration and the holder of the property would have had the right to require
25 presentation of the evidence of ownership before the duty of the holder to pay, deliver,
26 or transfer the property to the decedent would have arisen, **the evidence of ownership,**
27 **if available, shall be presented with the affidavit or declaration** to the holder of the
28 decedent's property. [Emphasis added]

1 (b) If the evidence of ownership is not presented to the holder pursuant to subdivision (a),
2 the holder may require, as a condition for the payment, delivery, or transfer of the
3 property, that the person presenting the affidavit or declaration provide the holder with a
4 bond or undertaking in a reasonable amount determined by the holder to be sufficient to
5 indemnify the holder against all liability, claims, demands, loss, damages, costs, and
6 expenses that the holder may incur or suffer by reason of the payment, delivery, or
7 transfer of the property. Nothing in this subdivision precludes the holder and the person
8 presenting the affidavit or declaration from dispensing with the requirement that a bond
9 or undertaking be provided and instead entering into an agreement satisfactory to the
10 holder concerning the duty of the person presenting the affidavit of declaration to
11 indemnify the holder.

12
13 SECTION 13103

14 If the estate of the decedent includes any real property in this state, the affidavit or declaration
15 shall be accompanied by an inventory and appraisal of the real property. The form, content, and
16 manner of making the inventory and appraisal of the real property shall be as set forth in Part 3
17 (commencing with Section 8800) of Division 7. The appraisal shall be made by a probate
18 referee selected by the affiant or declarant from those probate referees appointed by the
19 Controller under Section 400 to appraise property in the county where real property is located.

20
21 SECTION 13104(a), (e)

- 22 (a) **Reasonable proof of the identity** of each person executing the affidavit or declaration
23 shall be provided to the holder of the decedent's property. [Emphasis added]
24 (e) For the purposes of this section, **a notary public's certificate of acknowledgment**
25 identifying the person executing the affidavit or declaration **is reasonable proof of**
26 **identity** of the person executing the affidavit or declaration. [Emphasis added]

1 SECTION 13105

2 (a) If the requirements of Sections 13100 to 13104, inclusive, are satisfied:

3 (1) The person or persons executing the affidavit or declaration as successor of the
4 decedent are entitled to the property described in the affidavit or declaration paid,
5 delivered or transferred to them.

6 (2) A transfer agent of a security described in the affidavit or declaration shall change
7 the registered ownership on the books of the corporation from the decedent to the
8 person or persons executing the affidavit or declaration as successor of the decedent.

9 (b) If the holder of the decedent's property refuses to pay, deliver, or transfer any personal
10 property or evidence thereof to the successor of the decedent within a reasonable time,
11 the successor may recover the property or compel its payment, delivery, or transfer in an
12 action brought for that purpose against the holder of the property. **If an action is**
13 **brought against the holder under this section, the court shall award attorney's fees**
14 **to the person or persons bringing the action if the court finds that the holder of the**
15 **decedent's property acted unreasonably in refusing to pay, deliver, or transfer the**
16 **property to them as required by subdivision (a).** [Emphasis added]

17
18 SECTION 13106

19 (a) If the requirements of Sections 13100 to 13104. Inclusive, are satisfied, **receipt by the**
20 **holder of the decedent's property of the affidavit or declaration constitutes**
21 **sufficient acquittance** for the payment of money, delivery of property, or changing
22 registered ownership of property pursuant to this chapter **and discharges the holder**
23 **from any further liability** with respect to the money or property. The holder may rely
24 in good faith on the statements in the affidavit or declaration and has no duty to inquire
25 into the truth of any statements in the affidavit or declaration. [Emphasis added]

26
27 SECTION 13106.5

28 (a) If the particular item of property transferred under this chapter is a debt or other

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

obligation secured by a lien on real property and the instrument creating the lien has been recorded in the office of the county recorder where the real property is located, the affidavit or declaration described in Section 13101 shall be recorded in the office of the county recorder of that county and in addition to the contents required by Section 13101, shall include both of the following:

- (b) The transfer under this chapter of the debt or obligation secured by a lien on real property has the same effect as would be given to an assignment of the right to collect the debt or enforce the obligation. The recording of the affidavit or declaration under subdivision (a) shall be given the same effect as is given under Sections 2934 and 2935 of the Civil Code to recording an assignment of a mortgage and an assignment of the beneficial interest under a deed of trust.
- (c) If a deed of trust upon the real property was given to secure the debt and the requirements of subdivision (a) and of Sections 13100 to 13103, inclusive, are satisfied:
 - (1) The trustee under the deed of trust may rely in good faith on the statements made in the affidavit or declaration and has no duty to inquire into the truth of any statement in the affidavit or declaration.
 - (2) A good faith purchaser of lessee of the real property for value from, or a good faith lender to, the obligor on the debt may rely upon a recorded reconveyance of the trustee under the deed of trust.

EXHIBIT A

LIMITED POWER OF ATTORNEY

I, **CAROL BIGOS-WHEELER**, Personal Representative of the Estate of **Darrell D. Cox** (Grantor) hereby appoint Andrew C Metcalf ("Attorney in Fact") as my true and lawful attorney for me to claim funds on my behalf and claimable by me that are currently held by **Riverside County CA**.

I give and grant unto my Attorney in Fact full authority and power to make inquiries about monies that may be claimable by me from any governmental or nongovernmental organization, fill in any applications, make inquiries, hire or get assistance from an attorney, to endorse any payment received from any government agency so my Attorney in Fact can deposit those funds into a bank account held by my Attorney in Fact. My Attorney in Fact is then authorized to deduct any fees due them under a separate fee agreement between myself and the Attorney in Fact, and to then forward the balance of funds to me.

It is my intent that my Attorney in Fact shall perform any and all other acts necessary or incident to the performance and execution of the powers herein expressly granted with power to do and perform all acts authorized hereby; as fully to all intents and purposes as the Grantor might or could do if personally present.

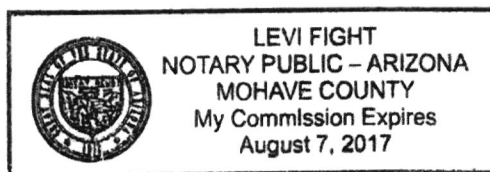
This Power of Attorney will cease twelve (12) months from date hereof.

Dated this 31 day of March, 2017.

Carol G. Bigos-Wheeler
Grantor **CAROL BIGOS-WHEELER, Personal Representative** (Signature)
Estate of Darrell D. Cox

Notarization

State of Arizona)
County of Mohave) : SS.



I, the undersigned Notary Public in and for the State of Arizona hereby certify that on the 31st day of March, 2017, personally appeared before me Carol Bigos-Wheeler to me known to be the individual (**CAROL BIGOS-WHEELER**) described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Signed [Signature]
Notary Public in and for the State of Arizona
With an Address of 4825 Hwy 95 Ft. Mohave, AZ 86426
My commission expires 08/07/2017

STATE OF ARIZONA

CERTIFICATION OF VITAL RECORD

STATE OF ARIZONA DEPARTMENT OF HEALTH SERVICES - OFFICE OF VITAL RECORDS CERTIFICATE OF DEATH

State File NO. 102- 2010-038106

1. DECEDENT'S LEGAL NAME (FIRST, MIDDLE, LAST) DARRELL DOUGLAS COX		2. AKA'S (IF ANY)		3. DATE OF DEATH 10/16/2010	
4. SEX MALE	5. SOCIAL SECURITY NUMBER:	6. DATE OF BIRTH 09/14/1920	7. AGE 90	8. UNDER 1 YEAR 8. MONTHS 9. DAYS 10. HOURS 11. MINUTES	
12. PLACE OF DEATH - HOSPITAL: <input checked="" type="checkbox"/> INPATIENT <input type="checkbox"/> E.R./OUTPATIENT <input type="checkbox"/> DEAD ON ARRIVAL		13. PLACE OF DEATH - OTHER THAN HOSPITAL: <input type="checkbox"/> NURSING HOME OR LONG TERM CARE FACILITY <input type="checkbox"/> RESIDENCE <input type="checkbox"/> HOSPICE FACILITY <input type="checkbox"/> OTHER			
14. FACILITY NAME (OR STREET ADDRESS IF NOT A FACILITY): WESTERN ARIZONA REGIONAL MEDICAL CTR			15. CITY, TOWN & ZIP CODE OR LOCATION OF DEATH: BULLHEAD CITY 86442		16. COUNTY OF DEATH: MOHAVE
17. BIRTHPLACE (CITY AND STATE OR FOREIGN COUNTRY) PALOUSE, WASHINGTON		18. MARITAL STATUS AT TIME OF DEATH: WIDOWED		19. NAME OF SURVIVING SPOUSE (MAIDEN NAME IF WIFE)	
20. DECEDENT'S USUAL RESIDENCE STREET ADDRESS: 3840 BRANDING IRON DR		21. CITY AND COUNTY: BULLHEAD CITY, MOHAVE		22. STATE ARIZONA	23. ZIP CODE 86442
24. EVER IN THE ARMED FORCES YES		25. WAS DECEDENT OF HISPANIC ORIGIN? <input checked="" type="checkbox"/> NO, NOT SPANISH, HISPANIC OR LATINO <input type="checkbox"/> YES, MEXICAN, MEXICAN AMERICAN, CHICANO <input type="checkbox"/> YES, PUERTO RICAN <input type="checkbox"/> YES, CUBAN <input type="checkbox"/> YES, OTHER (SPECIFY) <input type="checkbox"/> UNKNOWN		26. DECEDENT'S RACE(S): <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK, AFRICAN AMERICAN <input type="checkbox"/> NATIVE HAWAIIAN <input type="checkbox"/> ASIAN INDIAN <input type="checkbox"/> CHINESE <input type="checkbox"/> FILIPINO <input type="checkbox"/> JAPANESE <input type="checkbox"/> GUAMANIAN OR CHAMORRO <input type="checkbox"/> KOREAN <input type="checkbox"/> VIETNAMESE <input type="checkbox"/> SAMOAN <input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE <input type="checkbox"/> OTHER ASIAN (SPECIFY) <input type="checkbox"/> OTHER PACIFIC ISLANDER (SPECIFY) <input type="checkbox"/> OTHER (SPECIFY) <input type="checkbox"/> UNKNOWN	
27. IF AMERICAN INDIAN OR ALASKA NATIVE SPECIFY UP TO 4 TRIBES. PRIMARY OR ENROLLED TRIBE: ADDITIONAL TRIBE: ADDITIONAL TRIBE: ADDITIONAL TRIBE:		28. OCCUPATION: CARPENTER		29. FATHER'S NAME (FIRST, MIDDLE, LAST) HARRY ANDREW COX	
30. MOTHER'S NAME (FIRST, MIDDLE, & LAST NAME PRIOR TO FIRST MARRIAGE) HATTIE MARGARET SELLERS		31. INFORMANT'S NAME CAROL WHEELER		32. RELATIONSHIP NIECE	
33. INFORMANT'S MAILING ADDRESS: 3840 BRANDING IRON DR, BULLHEAD CITY, ARIZONA 86442		34. NAME AND ADDRESS OF FUNERAL FACILITY: DIMOND & SONS SILVER BELL CHAPEL 2620 SILVER CREEK RD, BULLHEAD CITY, AZ		35. FUNERAL DIRECTOR: LINDA L DARROW, FUNERAL DIRECTOR	
36. LICENSE NUMBER: F0886		37. METHOD(S) OF DISPOSITION: REMOVAL/BURIAL		38. NAME AND LOCATION OF 1st DISPOSITION FACILITY: RIVERSIDE NATIONAL VETERANS CEMETERY, CALIFORNIA	
39. NAME AND LOCATION OF 2nd DISPOSITION FACILITY: NONE		40. A IMMEDIATE CAUSE OF DEATH CARDIOPULMONARY ARREST		41. APPROXIMATE INTERVAL: MINUTES	
42. B DUE TO OR AS A CONSEQUENCE OF: ACUTE RESPIRATORY FAILURE		43. APPROXIMATE INTERVAL: DAYS		44. C DUE TO OR AS A CONSEQUENCE OF:	
46. D DUE TO OR AS A CONSEQUENCE OF:		45. APPROXIMATE INTERVAL:		47. APPROXIMATE INTERVAL:	
48. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSES GIVEN ABOVE:		49. INJURY? NO		50. INJURY AT WORK? NO	
51. MANNER OF DEATH NATURAL DEATH		52. TIME OF DEATH 1803		53. WAS AN AUTOPSY PERFORMED? NO	
54. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?		55. NAME OF PERSON COMPLETING CAUSE OF DEATH: PATTY MEAD		56. DATE CERTIFIED: 10/18/2010	
57. CERTIFIER'S ADDRESS: 1225 HANCOCK RD STE C BULLHEAD CITY, AZ 86442-5961		58. NAME OF REGISTRAR: PATTY MEAD		59. DATE REGISTERED: 11/01/2010	

DATE ISSUED: 03/08/2017



This is a true certification of the facts on file with the Arizona Department of Health Services, Bureau of Vital Records, PHOENIX, ARIZONA
Revised 07/2016

Krystal Colburn
KRYSTAL COLBURN
ASSISTANT STATE REGISTRAR

This copy not valid unless prepared on a form displaying the State Seal and impressed with the raised seal of the issuing agency.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

J0008155

ARIZONA DEPARTMENT
OF HEALTH SERVICES