

Dear Sir or Madam:

I wish to change the title of all of my accounts (other than any IRA or other tax deferred accounts). Please change the owner of each account to the following:

ALBINA CERVELLI, as Trustee of THE ALBINA CERVELLI LIVING TRUST,
U/A dated March 2, 2012.

Please find a copy of a Certification of Trust which documents the establishment of my trust and sets out the powers for the future handling of the account by the Trustee. Please continue to use the Social Security Number now on the account as the Tax Identification Number; pursuant to IRS Regulation 1.671-4(b), no separate Tax Identification Number is required for this type of trust.

If you have any questions regarding this transfer, please contact me at the address below, or telephone me at (805) 484-2342. Thank you for your cooperation.

Sincerely yours,

ALBINA CERVELLI

2400 Pickwick Drive #229
Camarillo , California 93010

March 2, 2012

Citi Bank

Re: Account Number: 40018301271 & ****782

Dear Sir or Madam:

I have established a revocable, living trust and I wish to change the title of all of my accounts (other than any IRA or other tax deferred accounts) to the trust. Please change each account to the following:

ALBINA CERVELLI, as Trustee of THE ALBINA CERVELLI LIVING TRUST, U/A dated March 2, 2012

Please find a copy of the Certification of Trust which documents the establishment of my trust and sets out the powers of the trustee for the future handling of the accounts. Please continue to use the Social Security Number now on the accounts; pursuant to IRS Regulation 1.671-4(b), no separate Tax Identification Number is required for this type of trust. In addition, please retain all existing rights, authorizations, and privileges for the new account.

If you have any questions regarding this request, please contact me at the address below, or telephone me at (805) 484-2342. Thank you for your cooperation.

Sincerely yours,

ALBINA CERVELLI

2400 Pickwick Drive #229
Camarillo , California 93010

March 2, 2012

Chase

Re: Account Number: 2978988612 & ****804

Dear Sir or Madam:

I have established a revocable, living trust and I wish to change the title of all of my accounts (other than any IRA or other tax deferred accounts) to the trust. Please change each account to the following:

ALBINA CERVELLI, as Trustee of THE ALBINA CERVELLI LIVING TRUST, U/A
dated March 2, 2012

Please find a copy of the Certification of Trust which documents the establishment of my trust and sets out the powers of the trustee for the future handling of the accounts. Please continue to use the Social Security Number now on the accounts; pursuant to IRS Regulation 1.671-4(b), no separate Tax Identification Number is required for this type of trust. In addition, please retain all existing rights, authorizations, and privileges for the new account.

If you have any questions regarding this request, please contact me at the address below, or telephone me at (805) 484-2342. Thank you for your cooperation.

Sincerely yours,

ALBINA CERVELLI

2400 Pickwick Drive #229
Camarillo , California 93010

March 2, 2012

Pacific Western

Re: Account Number: 136758 & 136759

Dear Sir or Madam:

I have established a revocable, living trust and I wish to change the title of all of my accounts (other than any IRA or other tax deferred accounts) to the trust. Please change each account to the following:

ALBINA CERVELLI, as Trustee of THE ALBINA CERVELLI LIVING TRUST, U/A
dated March 2, 2012

Please find a copy of the Certification of Trust which documents the establishment of my trust and sets out the powers of the trustee for the future handling of the accounts. Please continue to use the Social Security Number now on the accounts; pursuant to IRS Regulation 1.671-4(b), no separate Tax Identification Number is required for this type of trust. In addition, please retain all existing rights, authorizations, and privileges for the new account.

If you have any questions regarding this request, please contact me at the address below, or telephone me at (805) 484-2342. Thank you for your cooperation.

Sincerely yours,

ALBINA CERVELLI

2400 Pickwick Drive #229
Camarillo , California 93010

***The Albina Cervelli
Living Trust***

TEAM Legal Document Services

800 E. Thousand Oaks Blvd.
Thousand Oaks, California 91360

TELEPHONE: 805-371-7575

E-Mail: teamrn@gmail.com

The enclosed document should be maintained in a place for safekeeping

Do not modify this document.

ESTATE PLANNING

PORTFOLIO

OF

ALBINA CERVELLI

THE ALBINA CERVELLI LIVING TRUST

THIS TRUST AGREEMENT is entered into by **ALBINA CERVELLI**, also known as Alaina Cervelli, as Settlor, and **ALBINA CERVELLI**, as Trustee. For all purposes hereunder, the words "I", "me", "my", "mine", and similar pronouns, shall refer to Settlor **ALBINA CERVELLI** and shall be construed as the possessive when the context would so indicate.

ARTICLE I

RECITALS AND CONVEYANCE

WHEREAS, I, **ALBINA CERVELLI**, desire to establish a trust of which, during my lifetime, I am the sole life beneficiary and the exclusive recipient of the economic benefits;

WHEREAS, this trust shall be initially funded with the assets described in the attached Schedule "A" entitled "INITIAL TRUST FUNDING"; these assets and any assets later added to the trust shall be known as the "trust fund" and shall be held, administered and distributed as provided in this document and any subsequent amendments to this document;

NOW, THEREFORE, the Trustee acknowledges receipt of the trust fund and shall hold the same in trust under the following terms, conditions and provisions:

ARTICLE II

DECLARATIONS

2.A. **Name.** This trust shall be known as **THE ALBINA CERVELLI LIVING TRUST**.

2.B. **Family.** I am a widow. I have five children now living; namely, **THOMAS CERVELLI**, **RONALD CERVELLI**, **MICHAEL CERVELLI**, **JOANNE CERVELLI** and **DAVID CERVELLI**.

I also have a deceased child, Linda Cervelli.

2.C. **Successor Trustees.** If I should cease to act as the Trustee for any reason, I shall be succeeded by my son **DAVID CERVELLI** as the successor Trustee. If he fails to qualify or ceases to act, my son **THOMAS CERVELLI** shall act as the alternate successor Trustee.

2.D. **Trust Fund.** I, and/or any other person, may add to the principal of the trust by deed, will, or otherwise.

2.E. **Definitions.** For any interpretation of this Trust Agreement, the following definitions shall apply:

- (1) *Beneficiary.* The term “beneficiary” or “beneficiaries” shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested;
- (2) *Cease to Act.* The phrase "cease to act" shall mean the resignation, death, incapacity or disappearance of a Trustee;
- (3) *Code.* Any reference to the “Code” shall refer to the Internal Revenue Code of 1986, as amended, and to any regulations pertaining to the referenced sections;
- (4) *Descendants.* The term “descendants” shall include a person's lineal descendants of all generations;
- (5) *Disappearance.* The term “disappearance” shall mean the individual's whereabouts remain unknown for a period of sixty (60) days. If any beneficiary (including me) is not seen or heard of for a period of one year and no body has been recovered, it shall be presumed that such beneficiary is not alive;
- (6) *Education.* As used in this Trust Agreement, the term “education” or “educational purposes” shall include any course of study or instruction which may, in the Trustee's discretion, be useful in preparing a beneficiary for any vocation consistent with such beneficiary's abilities and interests. Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable and necessary, again in the Trustee's absolute discretion;
- (7) *Incapacity.*
 - (a) In the case of a question or dispute, incapacitation of a Trustee (whether such Trustee shall be me or a successor) shall be evidenced by written certification of two (2) physicians that the individual is unable to effectively manage his or her own property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause;
 - (b) If there is no question or dispute, incapacitation of a Trustee shall be established by the written declaration of only one doctor;
 - (c) An individual shall be deemed restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her own property and financial affairs; and,
 - (d) An individual shall be deemed incapacitated if a court of competent jurisdiction has declared the individual to be incompetent or legally incapacitated. If an individual fails to grant the court making such

determination valid authorization to disclose the person's protected health information under any applicable federal and/or state statute, or if the person subsequently revokes such authority, the individual shall be deemed incapacitated;

(8) *Issue.* The term “issue” shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and illegitimate children only if a parent/child relationship existed between such child and his or her parent, living or deceased, as determined under California law. A child in gestation which is later born alive and survives for thirty (30) days shall be considered as issue in being throughout the period of gestation;

(9) *Legal Representative or Personal Representative.* As used in this Trust Agreement, the term “legal representative” or “personal representative” shall mean a person's guardian, conservator, executor, administrator, trustee, or any other person or entity personally representing a person or the person's estate;

(10) *Principal and Income.* The determination by the Trustee in all matters as to what shall constitute principal of the trust, gross income therefrom and distributable net income under the terms of the trust shall be governed by the provisions of the Principal and Income Act of the State of California, except as to any of such matters as may otherwise be provided for in this instrument. In the event and to the extent that any of such matters relating to what constitutes principal or income of the trust and in the allocation of receipts and disbursements between these accounts is not provided for either in this Trust Agreement or in such Principal and Income Act, the Trustee has full power and authority to determine such matters;

(11) *Pronouns and Gender.* In this Trust Agreement, the feminine, masculine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates;

(12) *Qualified Beneficiary.* The term “Qualified Beneficiary” shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested as well as those who could receive distributions after termination of the interests of current beneficiaries;

(13) *Request in Writing.* When I am acting as the Trustee or as a co-Trustee, the requirement of a writing to be signed by me as the Settlor and/or the beneficiary and delivered to me as the Trustee shall be waived;

(14) *Right of Representation.* Whenever a distribution is to be made by “right of representation” or “per stirpes”, the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner; and,

(15) *Trustee.* Any reference to “Trustee” shall be deemed to refer to whichever individual, individuals (including me) or corporation shall then be acting as the Trustee.

2.F. **Governing Law.** This Trust Agreement is a California contract and creates a California trust; all of the terms and provisions hereof shall be interpreted according to the California Trust Code (Division 9 of the California Probate Code beginning with §15000), except as shall be specifically modified herein. Nevertheless, the Trustee may change the situs of administration of the trust from one jurisdiction to another, thereby allowing this trust to be regulated and governed by the laws of another jurisdiction. Such action may be taken for any purpose the Trustee deems appropriate including minimization of taxes.

2.G. **Restrictions.** The interest of any beneficiary (whether entitled to current income or possessing only a future interest) in either the income or principal of the trust fund or any part of it shall not be alienated or in any other manner assigned or transferred by such beneficiary; and such interest shall be exempt from execution, attachment and other legal process which may be instituted by or on behalf of any creditor or assignee of such beneficiary; nor shall any part of such interest be liable for the debts or obligations (including spousal and/or child support, except as required under California law) of any such beneficiary. This paragraph is intended to impose a "Spendthrift Trust" on all interests held for any beneficiary.

2.H. **Maximum Duration of Trusts.** Regardless of any other provision herein, the Maximum Duration for Trusts is the longest period that property may be held in trust under this Agreement under the applicable rules of the State of California governing perpetuities, vesting, accumulations, the suspension of alienation and the like (including any applicable period in gross such as twenty-one (21) years or ninety-nine (99) years). If, under those rules, the Maximum Duration for Trusts shall be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals alive upon my death, or at such other time that the application of such rules limiting the maximum duration of trusts is deemed to begin, those individuals shall consist of all beneficiaries (including future and/or contingent) of this trust (as hereinafter named) alive at my death. Any trust created hereunder must end immediately prior to such maximum duration and, thereupon, the Trustee shall pay over the principal, free from such trust, to the person or persons then entitled to receive the net income.

2.I. **No-Contest Provision.** Pursuant to §21310, *et. seq.*, of the California Probate Code, in the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Trust Agreement shall be determined as it would have been determined had the person predeceased me without being survived by issue:

- (1) Directly contests in any court the validity of this Trust Agreement and/or of my last Will;
- (2) Seeks to obtain adjudication in any proceeding in any court that this Trust Agreement or any of its provisions and/or that such Will or any of its provisions are void, except to the extent permitted by §21350 of the California Prob. Code;
- (3) Seeks otherwise to set aside this Trust Agreement or any of its dispositive provisions;

(4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from this trust on the grounds that such property was not mine at the time of the transfer or at the time of my death; and/or,

(5) Files a creditor's claim against my estate or prosecutes an action against my estate or this trust for any claim for damages or services alleged to have been incurred during my lifetime.

The Trustee is hereby authorized to defend, at the expense of the trust fund, any contest or other attack of any nature on this Trust Agreement or any of its provisions.

2.J. **Presumptions.** Any beneficiary who shall not be living thirty (30) days after my death shall be deemed not to have survived me.

2.K. **Special Distributions.** If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Trust Agreement in a person not yet twenty-one (21), or a person who suffers from substance abuse, or a person who the Trustee determines is incapacitated, or a person whose financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without supervision of any court, shall hold or distribute such property (subsequently referred to in this Paragraph as the "protected property") in accordance with the following provisions:

(1) The Trustee may hold any protected property in a separate trust for each such beneficiary, exercising as the Trustee of such trust all the administrative powers conferred in this Trust Agreement. The Trustee may accumulate or distribute to or for such beneficiary in accordance with subparagraph (2), as hereinbelow set forth, such amount or amounts of income and/or principal of the trust as the Trustee determines from time to time during the term of the trust to be appropriate. This separate trust shall terminate and vest absolutely when the beneficiary attains age twenty-one (21) if the beneficiary's age was the basis for the separate trust, dies, when the trust assets are exhausted by discretionary distributions, or the reason for the separate trust no longer exists in the Trustee's discretion. At such termination, the Trustee shall distribute the protected property then on hand in trust to the beneficiary or to the beneficiary's estate if the trust terminated at the beneficiary's death.

(2) The Trustee may distribute any protected property to or for the benefit of such beneficiary: (a) directly to the beneficiary; (b) on behalf of the beneficiary for the beneficiary's exclusive benefit; (c) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a form reserving title, management and custody of such account to a suitable person for the use of such beneficiary; (d) in any form of an annuity; and, (e) in all ways provided by law dealing with gifts or distributions to or for minors or persons under incapacity. The receipt for distributions by any such person shall fully discharge the Trustee.

(3) In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, any governmental entitlements and the future needs of the beneficiary during the term of the trust. The protected property shall, at all times, remain free of all claims by any governmental agency and/or creditors of the beneficiary.

(4) Notwithstanding the provisions of the preceding subparagraphs or any other provision of this Agreement, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction. Finally, nothing herein shall prevent a distribution mandated by the provisions hereinabove set forth relating to the Maximum Duration of Trusts.

2.L. **Conflict Resolution and Severability.** In order to save the cost of court proceedings and promote the prompt and final resolution of any dispute with regard to the interpretation of this Trust Agreement or the administration or distribution of my trust, I direct that any such dispute shall be settled by arbitration administered by the American Arbitration Association under its Arbitration Rules for Wills and Trusts then in effect. Nevertheless, the following matters shall not be arbitrable: (1) questions regarding my competency; or (2) attempts to remove a fiduciary. In addition, arbitration may be waived by all *sui juris* parties in interest.

The arbitrator(s) shall be a practicing lawyer licensed to practice law in the State of California (or such other state whose laws then govern this Trust Agreement) and whose practice has been devoted primarily to wills and trusts for at least ten (10) years. The arbitrator(s) shall apply the substantive law (and the law of remedies, if applicable) of the State of California (or such other state whose laws then govern this Trust Agreement). The arbitrator's decision shall not be appealable to any court, but shall be final and binding on any and all persons who have or may have an interest in this Trust Agreement, including unborn or incapacitated persons, such as minors or any person for whom a conservator has been appointed or any other protective order has been made.

Further, if any provision of this Trust Agreement is invalid, that provision shall be disregarded, and the remainder of this Trust Agreement shall be construed as if the invalid provision had not been included.

2.M. **Uneconomical Administration.** No other provision of this trust to the contrary, if at any time a share or trust being administered for any income beneficiary or group of income beneficiaries has such fair market value as to make the continued administration of the share or trust uneconomical as determined by the Trustee, in the Trustee's sole discretion, the Trustee may pay the entire balance of such share or trust to the person or persons then entitled to the income therefrom, in proportion to their interests therein.

ARTICLE III

TRUSTEESHIP

3.A. **Successor Trustees.** I may appoint individuals or corporations as co-Trustees or successor Trustees by a written instrument (other than a Will) delivered to the then-acting Trustee.

3.B. **Appointment of Trustee.** If there is no Trustee acting hereunder, then a majority of the beneficiaries shall appoint a successor Trustee or co-Trustees by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act; provided however, if the Trustee who is being replaced was not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint, the power to appoint a new Trustee or co-Trustees shall be limited to the appointment of a Trustee (or of co-Trustees) who is also not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint.

3.C. **Resignation.** Any Trustee may resign at any time by giving written notice to me, if I am then living, and thereafter to the other Trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by me or the majority of the beneficiaries, but no later than thirty (30) days after such written notice. Notwithstanding the foregoing, the Trustee may, at the expense of any trust created hereunder, secure the appointment of a successor Trustee of such trust by a court of competent jurisdiction.

3.D. **"Foreign Trust" Savings Provision.** It is my intent that all trusts created by this Trust Agreement qualify as "United States Persons" under §7701(a)(30)(E) of the Code, and one or more United States Persons (as defined in §7701(a)(30)(A) through (C) of the Code) shall always have the authority to control all substantial decisions under this Trust Agreement. Any power, fiduciary or otherwise, to the extent such power is a power to make a "substantial decision" (as defined in Treasury Regulation §301.7701-7) which, by the terms of this Trust Agreement, would otherwise be held by a person who is not a "United States Person", shall be only exercised by the Trustee, co-Trustee or Special Trustee (as hereinafter defined) who is a United States Person. Furthermore, any person who does not reside in one of the fifty (50) states of the United States or the District of Columbia shall be deemed to not be a "United States Person" for the application of this provision.

3.E. **Liability.** No successor Trustee shall be under any obligation to examine the accounts of any prior trustee, and a successor Trustee shall be exonerated from all liability arising from any prior Trustee's acts or negligence. It is my intention that any Trustee serving hereunder shall be accountable only from the date such Trustee receives the assets of the trust.

3.F. **Bond.** No bond shall be required of any person or institution named in this Trust Agreement as the Trustee.

3.G. **Compensation.** A Trustee shall be entitled to receive, out of the income and principal of the trust fund, compensation for its services hereunder to be determined, if a corporate Trustee, by the application of the current rates then charged by the Trustee for trusts of a similar size and

character, and, if the Trustee shall be an individual, such compensation shall be the average of the current rates then charged by corporate fiduciaries doing trust business in the county of my residence for trusts of a similar size and character. The Trustee shall also be entitled to reimbursement for all travel and other necessary expenses incurred in the discharge of the Trustee's duties. The Trustee may impose any Trustee fees or other expenses of the trust against the principal or income of the trust fund without any duty to seek reimbursement from the interest not charged.

3.H. Reports. While I am living and if I am not acting as the Trustee or co-Trustee, the then-acting Trustee shall render an accounting at least annually to me unless I have waived such accounting. After my death, the Trustee shall render an annual accounting to each beneficiary, except as such reporting shall be waived by such beneficiary; provided however, if the only beneficiary then-entitled to an accounting is also the sole Trustee, the Trustee shall render an annual accounting to each qualified beneficiary, except as such reporting shall be waived by such qualified beneficiary.

(1) If beneficiaries entitled to an accounting are minors, their accounting shall be delivered to their parents or guardian. If beneficiaries entitled to an accounting are incapacitated, their accounting shall be delivered to such beneficiary's legal representative;

(2) Unless the accounting is objected to in writing within one hundred and eighty (180) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including beneficiaries who are not known or who are not yet born; and,

(3) The records of the Trustee shall be open at all reasonable times to such inspections. The Trustee shall not be required to make any reports or accountings to the courts; however, nothing herein stated shall be deemed to restrict the Trustee from seeking judicial approval of the Trustee's accounts.

3.I. Payments to Beneficiaries.

(1) The Trustee shall pay the net income of any trust hereunder to the beneficiary to whom such income is directed to be paid, at such times and in such manner as shall be convenient to such beneficiary and agreed to by the Trustee;

(2) Any income and/or principal of any trust hereunder to which any beneficiary may be entitled may, without regard to any order or assignment purporting to transfer the same to any other person, be paid or distributed by the Trustee, in the Trustee's sole discretion, into the hands of such beneficiary, or to the guardian of the person of such beneficiary, or be mailed to such beneficiary's last known address, or deposited to the account of such beneficiary in a bank or trust company of good standing, or be applied for the benefit of such beneficiary and his or her dependents directly by the Trustee; and the receipt for any payment or distribution or evidence of the application of any income

or principal made in conformity with the foregoing shall discharge the Trustee from any further liability therefore; and,

(3) Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust Agreement, the Trustee shall not be liable to any beneficiary of this Trust Agreement for distribution made as though the event had not occurred.

3.J. Division of Trust Fund. There shall be no requirement for the physical segregation or division of any trusts created hereunder except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

3.K. Trustee Authority.

(1) Any Trustee may appoint an "Attorney-in-Fact" and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee and may at pleasure revoke such appointment. Any such appointment shall be made by a written, acknowledged instrument.

(2) No purchaser from or other person dealing with the Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to the Trustee, and the receipt by the Trustee shall be a full discharge; and no purchaser or other person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with the Trustee should relate, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the trust fund.

(3) Prior to delivering the trust fund to a successor Trustee or to making any partial or complete distribution of principal hereunder (other than a distribution that is made in the exercise of the Trustee's discretion and does not terminate the trust), the Trustee may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution. If any beneficiary or beneficiaries shall refuse to provide a requested release and discharge, the Trustee may require court settlement of such accounts; all of the Trustee's fees and expenses (including attorneys' fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.

(4) The certification of a Trustee and/or Attorney-in-Fact that such Trustee and/or agent is acting according to the terms of this Trust Agreement shall fully protect all persons dealing with such Trustee and/or agent.

(5) In the event any successor Trustee hereunder is precluded by any other provision of this Trust Agreement or by the laws of any state from acting as a Trustee in such state,

such successor Trustee may appoint a "Special Trustee" qualified to act and may delegate to such Special Trustee the exercise of all or any of the powers conferred upon a Trustee hereunder. A Special Trustee shall in no way be responsible for the matters not delegated to it. Any appointment of a Special Trustee and the delegation of powers to such Special Trustee shall be made by a written, acknowledged instrument.

3.L. Release of Healthcare Information, including HIPAA Authority. I intend for the Trustee to be treated as I would regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code §56. I authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company and medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from me for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that I have made with my health care provider to restrict access to or disclosure of my individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver such revocation to my health care providers.

3.M. Life Insurance. Upon my death, the Trustee shall proceed immediately to collect the net proceeds of policies, if any, on my life which are then payable to this Trust and shall hold such proceeds for the purposes and upon the trusts provided in Article VI of this Trust Agreement. Payment to the Trustee by an insurance company of the proceeds of such policies and receipt of such proceeds by the Trustee shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Trust Agreement or see to the application of such payments. The Trustee may prosecute and maintain any litigation necessary to enforce payment of such policies.

3.N. Retirement Accounts. To the extent any trust hereunder is the beneficiary of a Retirement Account (as hereinafter defined) the Trustee shall draw the benefits from the Retirement Account in amounts sufficient to meet the minimum distribution requirements of §401(a)(9) of the Code and the regulations thereunder (the "Required Minimum Distribution"). Notwithstanding any provision of the trust to the contrary, the Required Minimum Distribution shall be paid to or applied for the benefit of the person or persons then entitled to receive or have the benefit of the income from such trust, or if there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

(1) "Retirement Account" means amounts held in or payable pursuant to a plan (of whatever type) qualified under Code §401, or an individual retirement arrangement under

Code §408, or a Roth IRA under Code §408A, or a tax-sheltered annuity under Code §403 or any other benefit subject to the distribution rules of Code §401(a)(9), or the corresponding provisions of any subsequent federal tax law. It is my intention that this trust qualify as a “conduit trust” under Code §401(a)(9) so that the trust’s beneficiaries shall be considered designated beneficiaries for purposes of the minimum distribution rules, and that distributions may therefore be taken over the trust beneficiary’s life expectancy (or the life expectancy of the oldest trust beneficiary).

(2) The Retirement Accounts shall not be subject to the claims of any creditor of my estate, they shall not be used for the satisfaction of any distributions to a non "designated beneficiary" (as that term is defined in Treas. Reg. §1.401(a)(9)-4, Q&A 1), and they shall not be applied to the payment of my debts, taxes or other claims or charges against my estate unless and until all other assets available for such purposes have been exhausted, and even then only to the minimum extent that would be required under applicable law in the absence of any specific provision on this subject in this Trust, and, under no circumstances, shall they be used for such purpose after September 30 of the year following my death.

3.O. **Powers of Invasion.** A discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for “health, support, maintenance or education” (or a similar use of such terms) shall be considered to be in compliance with §§2041 and 2514 of the Code and any exercise of such power shall be limited by those sections. Notwithstanding §16081(c) of the California Probate Code, any other discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for any other purpose shall be deemed to be a broader power if a clear reading of the terms of such power would so indicate. Further, notwithstanding §16081(c) of the California Probate Code, any discretionary power to make distributions of income or principal of any trust created hereunder which is given to a current beneficiary as sole Trustee is specifically intended to be given to such sole Trustee and the right of any other beneficiary to have another Trustee appointed for the purpose of making such discretionary distributions is hereby specifically waived.

3.P. **Release of Powers.** Each Trustee shall have the power to release or to restrict the scope of any power that such Trustee may hold in connection with any trust created under this Trust Agreement, whether said power is expressly granted in this Trust Agreement or implied by law. The Trustee shall exercise this release in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised by the other then-acting Trustees.

ARTICLE IV

TRUSTEE'S POWERS

Subject to the provisions and limitations set forth expressly herein, the Trustee shall have, in general, the power to do and perform any and all necessary acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property. No enumeration of specific powers made herein shall be

construed as a limitation upon the foregoing general powers, nor shall any of the powers conferred herein upon the Trustee be exhausted by the use thereof, but each shall be continuing. In addition to the above, the Trustee shall have all of the powers authorized by §§16200, *et. seq.*, of the California Probate Code (as though such powers were set forth herein) and, in addition, the Trustee is specifically authorized and empowered to exercise those powers hereinafter set forth in this Article IV.

4.A. **Agreements.** To carry out the terms of any valid agreements which I may have entered into during my lifetime regarding property owned by the trust;

4.B. **Asset Title.** To hold securities or other property in the Trustee's name as trustee, or in "street name", or in bearer form;

4.C. **Bank Accounts.** To open and maintain bank accounts in the name of the Trustee with any bank, trust company or savings and loan association authorized and doing business in any State of the United States of America. If more than one Trustee shall be acting, the Trustees may designate one or more of them to conduct banking activities and to make deposits, withdrawals and endorsements upon giving written notice of such designation to the bank, trust company, or savings and loan association in question; and such bank, trust company or savings and loan association shall be protected in relying upon such designation;

4.D. **Contracts.** To enter into contracts which are reasonably incident to the administration of the trust;

4.E. **Deal with Fiduciaries.** To buy from, sell to, and generally deal with the Trustee individually and as a fiduciary;

4.F. **Depreciation Reserve.** The Trustee shall not be required to establish any reserve for depreciation or to make any charge for depreciation against any portion of the income of the trust fund;

4.G. **Divisions and Distributions.** In any case in which the Trustee is required to divide any trust assets into shares for the purpose of distribution (or otherwise), such division may be in kind, including undivided interests in any real property, or partly in kind and partly in money. For such purposes, the Trustee may make such sales of trust assets as the Trustee may deem necessary on such terms and conditions as the Trustee shall deem fit, and to determine the relative value of the securities or other assets so allotted or distributed; the Trustee's determination of values and of the property for such distribution shall be conclusive. The decision of the Trustee in distributing assets in reliance on this paragraph shall be binding, and shall not be subject to challenge by any beneficiary;

4.H. **Indebtedness.** With respect to any indebtedness owed to the trust, secured or unsecured:

- (1) To continue the same upon and after maturity, with or without renewal or extension, upon such terms as the Trustee deems advisable; and,

(2) To foreclose any security for such indebtedness, to purchase any property securing such indebtedness and to acquire any property by conveyance from the debtor in lieu of foreclosure;

4.I. **Invest and Reinvest.** To invest, reinvest, change investments and keep the trust fund invested in any kind of property, real, personal, or mixed, including by way of illustration but not limitation, oil and gas royalties and interests; precious metals; common and preferred stocks of any corporation; bonds; notes; debentures; trust deeds; mutual funds or common trust funds, including such funds administered by a Trustee; interests in partnerships, whether limited or general and as a limited or general partner; intending hereby to authorize the Trustee to act in such manner as the Trustee shall believe to be in the best interests of the trust fund and the beneficiaries thereof. The Trustee is specifically vested with the power and authority to open, operate and maintain securities brokerage accounts wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee shall deem appropriate or useful and, further, while I am acting as a Trustee, such account(s) may deal in commodities, options, futures contracts, hedges, puts, calls and/or straddles (whether or not covered by like securities held in the brokerage account). These powers shall be construed as expanding the "standards of care" rule of the California Trust Code (Division 9 of the California Probate Code beginning with §15000);

4.J. **Loans.** To borrow for the trust fund from any person, corporation or other entity, including the Trustee, at such rates and upon such terms and conditions as the Trustee shall deem advisable, and to pledge as security any of the assets of the trust fund for the benefit of which such loan is made; to execute, acknowledge and deliver mortgages, deeds of trust or other documents incidental thereto; to lend money upon such terms and such conditions as the Trustee deems to be in the best interests of the trust fund and the beneficiaries thereof, including the lending of money from one trust to any other trust created hereunder and to borrow on behalf of one trust from any other trust created hereunder, and further including the right to lend money to my probate estate (if any), but in such event such loans shall be adequately secured and shall bear the then prevailing rate of interest for loans to such persons or entities for the purposes contemplated;

4.K. **Manage and Control.** To manage, control, sell at public or private sale, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to pledge or encumber by mortgage or deed of trust or any other form of hypothecation; to otherwise dispose of the whole or any part of the trust fund on such terms and for such property or cash or credit, or any combination thereof, as the Trustee may deem best; to lease for terms within or extending beyond the duration of the trust fund for any purposes; to create restrictions, easements, to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust fund; to institute, compromise and defend actions and proceedings with respect to the trust fund; and to secure such insurance, at the expense of the trust fund, as the Trustee may deem advisable;

4.L. **Professional Assistance.** To employ and compensate agents, investment managers, attorneys, accountants, and other professionals deemed by the Trustee to be reasonably necessary for the administration of the trust fund, and the Trustee shall not be liable for any losses

occasioned by the good faith employment of such professionals, nor shall the Trustee be liable for any losses occasioned by any actions taken by the Trustee in good faith reliance upon any advice or recommendation thereof; to pay all costs, taxes, and charges in connection with the administration of the trust fund; and to be reimbursed for all reasonable expenses, including attorneys' fees, incurred in the management and protection of the trust fund and to pay such professionals a reasonable fee without court approval thereof. Any such payment by the Trustee of such fees shall be out of principal or income, as the Trustee may elect, or partially out of each. The discretion of the Trustee to pay these expenses from income or principal, or partially from each, should be subject to the Trustee's fiduciary obligation to treat income beneficiaries and remaindermen equitably;

4.M. **Purchase.** To purchase property at its fair market value as determined by the Trustee from my probate estate (if any);

4.N. **Receive Assets.** To receive, take possession of, sue for, recover and preserve the assets of the trust fund, both real and personal, coming to its attention or knowledge, and the rents, issues and profits arising from such assets;

4.O. **Securities.** With respect to any corporation or partnership, the stocks, bonds or interests in which may form a part of the trust estate, to act in the same manner and to exercise any and all powers which an individual could exercise as the legal owner of any such corporate stock or partnership interest, including the right to vote in person or in proxy, or to surrender, exchange or substitute stocks, bonds, or other securities as an incident to the merger, consolidation, recapitalization or dissolution of any of such corporation, or to exercise any option or privilege which may be conferred upon the holders of such stocks, bonds, or other securities, either for the exchange or conversion of the same into other securities or for the purchase of additional securities, and to make any and all payments which may be required in connection therewith;

4.P. **Retention of Trust Property.** To retain, without liability for loss or depreciation resulting from such retention, any assets received by the Trustee or any property that may from time to time be added to the trust fund or any trust created hereunder; or any property in which the funds of any trust may from time to time be invested, for such time as the Trustee shall deem best, even though such property may represent a large percentage of the total property of the trust fund or it would otherwise be considered a speculative or inappropriate investment. This authority shall be construed as expanding the "standards of care" rule of the California Trust Code (Division 9 of the California Probate Code beginning with §15000);

4.Q. **Qualification for Government Benefits.** The Trustee is authorized to take any actions that the Trustee determines to be appropriate or necessary in connection with my qualification for or receipt of government benefits, including benefits (whether income, medical, disability, or otherwise) from any agency (whether state, federal, or otherwise), such as Social Security, MediCal, Medicare, or supplemental security income/state supplemental programs;

4.R. **Tax Consequences.** To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this Trust Agreement; to take any action and

to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Trust Agreement and its beneficiaries; and,

4.S. **General Powers.** To do any and all other acts necessary, proper or desirable for the benefit of the trust fund and its beneficiaries, and to effectuate the powers conferred upon the Trustee hereunder.

ARTICLE V

MY RETAINED POWERS

5.A. **Revocation.** During my lifetime, this Trust Agreement may be revoked in whole or in part by an acknowledged instrument in writing signed by me which shall refer to this Trust Agreement and this specific power and which shall be delivered to the then-acting Trustee.

5.B. **Amendment.** I may at any time during my lifetime amend any of the terms of this Trust Agreement by an acknowledged instrument in writing signed by me which shall refer to this Trust Agreement and this specific power and which shall be delivered to the then-acting Trustee.

5.C. **Powers Terminate on Death.** On my death, this Trust Agreement may not be amended, revoked, or terminated (except as hereinafter provided in Article VI).

5.D. **Powers Personal to Me.** My powers to revoke or amend this Trust Agreement are personal to me and shall not be exercisable on my behalf by any conservator and/or guardian or other person, except that revocation or amendment may be authorized, after notice to the Trustee, by the Court that appointed the conservator and/or guardian. Notwithstanding the previous sentence, in the event that I appoint an "Attorney-in-Fact", I reserve the right to confer upon such Attorney-in-Fact the power (1) to add property to the trust with the consent of the Trustee; (2) by written instrument delivered to the Trustee, to withdraw any property held hereunder; and, (3) if specifically authorized in such appointment, by written instrument delivered to the Trustee, to modify or amend the trust (provided that the duties of the Trustee may not be increased or the Trustee's fees reduced without the consent of the Trustee). Any such appointment shall be made by a written, acknowledged instrument.

5.E. **Tangible Personal Property.** While I am living, I reserve the right to retain the control, use and possession of any or all of the tangible personal property included in the trust fund. I expressly limit the Trustee's responsibility with respect to the property so retained to the Trustee's function as the holder of legal title until I surrender my right to the use and possession of any such property or until my death. In addition, I shall have the right, exercisable by written notice to the Trustee on terms specified by me, to direct the sale, transfer, gift or other disposition of any such property, with or without consideration, and the Trustee shall take all actions necessary to comply with the terms of such notice. In the event I surrender any property to the Trustee, or upon my death, the Trustee shall take possession, preserve and maintain such property. The Trustee shall be responsible and accountable only for that tangible personal property which is actually in the Trustee's possession or control or, if retained by me, is found by application of reasonable diligence at my death or at such time that the Trustee asserts control.

5.F. **Residential Property.** I reserve the right to have complete and unlimited, possession, use and control of any real property which may ever constitute an asset of the trust estate and which is occupied by me for residential purposes, thereby retaining the requisite beneficial interest and possessory rights in and to such real property to comply with the "Homestead" laws of the State in which such property is located, so that such requisite beneficial interest and possessory rights constitute in all respects "equitable title to real estate". Notwithstanding anything to the contrary contained in this Agreement, my interest in such real property shall be an interest in real property, and not personalty, and such real property shall be deemed to be my homestead; such use and control shall be without rent or other accountability to the Trustee. As part of such use and control, I, and not the Trustee, shall have the responsibility to manage such property, pay taxes, insurance, utilities and all other charges against the property, and may, at my option, charge such expenses to the trust fund, or may request reimbursement for any advances made for such purposes.

ARTICLE VI

DISPOSITION OF TRUST FUND

6.A. **Trustee's Basic Duties.** During the term of this Trust Agreement, the Trustee shall hold, manage, invest and reinvest the trust fund, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this Article VI.

6.B. **Disposition During My Lifetime.** During my lifetime, the Trustee shall pay the net income of the trust fund as I shall direct. The Trustee shall also pay over to me, or to any person as directed by me, so much of the principal thereof as I shall request at any time or times during the remainder of my life. In the absence of direction from me, the Trustee is also specifically authorized to pay over or apply the net income and/or the principal of the trust fund for the support and maintenance of any person or persons who is dependent upon my financial support.

6.C. **Disposition During My Incapacity.** If at any time, in the Trustee's discretion, I have become physically or mentally incapacitated, whether or not a court of any jurisdiction has declared me in need of a conservator and/or a guardian, the Trustee shall pay over or apply the net income and/or the principal of the trust fund to my support, maintenance, comfort, and/or well-being and/or to the payment of any taxes, bills or other obligations for which I may be liable, in such amounts and to such extent as the Trustee, in its sole judgment and discretion, shall deem to be in my best interests. In addition to payments for my benefit, the Trustee is specifically authorized to initiate or continue any payments to a dependent person in the manner hereinabove set forth in Paragraph 6.B.; the initiation, continuation, amount and extent of such support shall be in the Trustee's sole and absolute discretion. The Trustee shall accumulate any of the net income not so paid over and/or applied and shall add the same to the principal of the trust fund, and shall thenceforth hold, administer and distribute the same as a part thereof.

As a guide to the Trustee, it is my intent that I shall remain in my primary residence as long as it is medically reasonable and, if I should ever need convalescent care, that I be able to return home as soon as it is medically reasonable; the expense of home care shall be of secondary importance. This paragraph is for the guidance of the Trustee only and should not be

considered by any third party as a restriction or limitation on the Trustee's powers to manage the trust in the Trustee's absolute discretion.

6.D. Deferral of Division or Distribution. Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on my death, the Trustee may, in the Trustee's discretion, defer such distribution or division up to six (6) months after my death. When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this Trust Agreement in the absence of this Paragraph and all rights given to the beneficiaries of such trust assets under other provisions of this Trust Agreement shall be deemed to have accrued and vested as of such prescribed time; further, the beneficiaries of such trust assets shall be entitled to receive interest on the delayed distribution pursuant to California law (if there is no provision expressly applicable to trusts, then interest shall be paid pursuant to California law applicable to decedents' estates).

6.E. Authorized Actions at My Death. After my death, the Trustee is authorized and directed to pay over to my executor, administrator, or personal representative so much of the trust fund as such representative shall state in writing is necessary or desirable to provide my estate with funds with which to pay my funeral expenses, debts, cost of administration of my estate and/or the taxes on my taxable estate, including transfer, estate and inheritance taxes which may be imposed upon the probate estate, upon the trust fund and/or upon any property or interest in property, legal or equitable, which is included in the taxable estate, and any such statement of such personal representative (regardless of the nature or extent of the assets held in my estate) shall be binding and conclusive upon the Trustee and upon all persons having any interest in the trust fund.

(1) If such personal representative fails to furnish any such directions or if no such representative is appointed, the Trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against my estate, the expenses of the last illness, funeral, and administration and all death taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of my death.

(2) Any federal and/or state death taxes imposed on any trust assets, or on any assets included in my taxable estate not part of the trust fund (or not added to the trust fund following my death) shall be paid from the residue of the Trust Estate (i.e., after any specific distributions) and shall not be pro-rated among the beneficiaries and/or trusts who actually receive such property. Provided however:

- (a) No death taxes shall be apportioned to, charged against or paid from any gift made to a charitable organization that qualifies for a charitable deduction under §2055 of the Code.
- (b) No death taxes shall be apportioned to, charged against or paid from any property qualifying for the marital deduction under §2056 of the Code.

- (c) No death taxes shall be apportioned to, charged against or paid from any other property excluded from the imposition of death taxes by reason of any exemption, exclusion, or deduction applicable to the property, or because of (i) provisions of my Will or this Trust Agreement that expressly exclude the property from taxation; (ii) the relationship between me and the beneficiary of the property; or (iii) the character of the property. All such property shall pass free of death taxes.
- (d) All death taxes imposed on property includible in my gross taxable estate under §2041 of the Code by reason of a general power of appointment held by me shall be charged to and paid from the property subject to the power. Further, I direct that the amount of the general power of appointment property equal to the death taxes attributable to the value of the property shall be paid to the Trustee, to be held in this trust and used to pay death taxes. The amount of death taxes attributable to the property shall equal (i) the amount of all death taxes imposed on my taxable estate (including the value of the general power of appointment property), less (ii) the amount of all death taxes that would have been imposed on my taxable estate excluding the value of the general power of appointment property. The rules promulgated under §2207 of the Code shall apply in determining the amount of the incremental tax to be paid from the general power of appointment property.
- (e) Any increment in death taxes attributable to other property in which I had a life interest or a term interest that did not end prior to my death (including a life estate or life income interest) and which is included in my gross taxable estate shall be borne by the holder or recipient of that property.
- (f) Notwithstanding the general language of this subparagraph 6.E., the state inheritance tax, if any, based on the relationship of the beneficiary to me shall be paid by each beneficiary who has received a distribution of the Trust Estate which gives rise to such tax.

(3) Such authorized payments shall specifically exclude the payment of any generation-skipping transfer tax which shall be specifically borne by the asset(s) giving rise to such tax.

6.F. **Distribution at My Death.** On my death, the Trustee shall hold, administer and distribute the trust fund, as then constituted, plus any additions thereto as a result of my death (all of which is hereafter referred to as the "Trust Estate") as follows:

- (1) The Trustee shall distribute, free of trust, such items of my tangible personal property as may then be included in the Trust Estate in accordance with any written instructions left by me and the remainder of such personal property, or all of it if no such instructions are left, to the residue of the Trust Estate.

(2) The Trustee shall distribute the remainder of the Trust Estate as follows: THOMAS CERVELLI 22.5%, MICHAEL CERVELLI 22.5%, JOANNE CERVELLI 22.5, DAVID CERVELLI 22.5%, and DANIELLE MORRIS 10%.

(3) For all purposes hereunder, I am specifically not making any provision for my son RONALD CERVELLI or for his issue (if any).

Executed on March 2, 2012, in Ventura County, California.

Albina Cervelli
ALBINA CERVELLI,
Settlor

I hereby acknowledge receipt of the trust fund, accept the terms of THE ALBINA CERVELLI LIVING TRUST, and covenant that I will execute the trust with all due fidelity.

Albina Cervelli
ALBINA CERVELLI,
Trustee

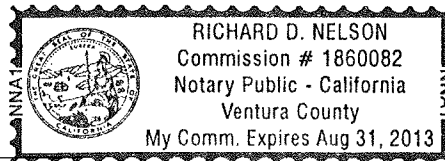
STATE OF CALIFORNIA
COUNTY OF VENTURA

On March 2, 2012, before me, RICHARD D. NELSON, a Notary Public, personally appeared ALBINA CERVELLI, 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.

Richard D. Nelson
Notary Public Signature



Notary Public Seal

SCHEDULE "A"
OF
THE ALBINA CERVELLI LIVING TRUST
INITIAL TRUST FUNDING

1. Account Number: 40018301271 & ****782
Citi Bank
2. Account Number: 2978988612 & ****804
Chase
3. Account Number: 136758 & 136759
Pacific Western
4. All articles of personal and household use and ornament of every kind and description
and wheresoever situated.

Executed on March 2, 2012, in Ventura County, California.



ALBINA CERVELLI,
Settlor

DECLARATION OF TRUST

I, **ALBINA CERVELLI**, hereby declare that all assets of every kind and description and wheresoever situated which I presently own (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, all real property, investments, bank accounts, etc.), other than any Individual Retirement Accounts or other type of plan which is tax deferred under the Internal Revenue Code of 1986, are transferred to and the same shall be owned by:

THE ALBINA CERVELLI LIVING TRUST,

being a revocable living trust, which exists under a certain trust agreement created by me concurrently herewith.

The foregoing declaration and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in my respective individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed. This declaration may be terminated by me by written notice to the Trustee of the above-mentioned trust.

Executed on March 2, 2012, in Ventura County, California.



ALBINA CERVELLI

STATE OF CALIFORNIA
COUNTY OF VENTURA

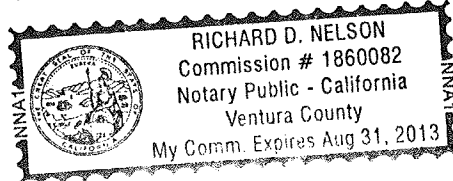
On March 2, 2012, before me, RICHARD D. NELSON, a Notary Public, personally appeared ALBINA CERVELLI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



Notary Public Signature



Notary Public Seal

CERTIFICATION OF TRUST

TO: ALL FINANCIAL INSTITUTIONS, MUTUAL FUND ADMINISTRATORS, TITLE INSURERS, TRANSFER AGENTS, AND OTHER PERSONS AND INSTITUTIONS

The undersigned desires to confirm the establishment of a revocable living trust named THE ALBINA CERVELLI LIVING TRUST (hereinafter referred to as the "Trust"). The following provisions are found in said Trust and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with the original Trustee or her successors.

CREATION OF TRUST

The Trust was created concurrently herewith by a Trust Agreement executed by the undersigned as Settlor and Trustee, for the benefit of the undersigned during her lifetime and thereafter for the benefit of other successor beneficiaries in interest.

NAME OF TRUST

The name of the Trust is THE ALBINA CERVELLI LIVING TRUST. Any assets held in the name of the Trust should be titled in substantially the following manner: ALBINA CERVELLI, as Trustee of THE ALBINA CERVELLI LIVING TRUST, U/A dated March 2, 2012.

TRUSTEE

The currently acting Trustee of the Trust is ALBINA CERVELLI. If she should cease to act as the Trustee for any reason, she shall be succeeded by DAVID CERVELLI as the successor Trustee. If said successor Trustee fails to qualify or ceases to act, THOMAS CERVELLI shall act as alternate successor Trustee.

REVOCABILITY OF TRUST

The Trust is revocable. The person holding the power to revoke or amend the Trust is ALBINA CERVELLI.

TAXPAYER IDENTIFICATION NUMBER

The Trust uses the Social Security number of the Settlor as its Taxpayer Identification Number. No separate tax identification number is required while this Trust is revocable and the Settlor is acting as a Trustee.

ADDRESS OF THE TRUST

The Trust uses the address of the Settlor/Trustee as its location. This address is currently 2400 Pickwick Drive #229, Camarillo , California 93010.

TRUSTEE AUTHORITY

- (1) A Trustee may appoint an Attorney-in-Fact ("Power of Attorney") and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee.
- (2) The Settlor intends for the Trustee to be treated as she would regarding the use and disclosure of her individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code §56. The Settlor authorizes any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company and medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from the Settlor for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of Settlor's individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that the Settlor has made with her health care providers to restrict access to or disclosure of the Settlor's individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that the Settlor revokes the authority in writing and delivers such revocation to her health care providers.

- (3) No purchaser from or other person dealing with a Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such Trustee, but the receipt by a Trustee shall be a full discharge; and no purchaser or other person dealing with a Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with a Trustee should relate, shall be under any obligation to ascertain or inquire into the power of such Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by such Trustee or comprised in the trust fund.
- (4) The certification of a Trustee and/or the agent of a Trustee that such person is acting according to the terms of the Trust shall fully protect all persons dealing with such Trustee and/or agent. Any person may rely upon the certification of any Trustee as to the matters which are not contained in this Certification of Trust, including a further enumeration of the Trustee's powers.

A person who acts in reliance on this Certification of Trust without knowledge that the representations contained in this Certification of Trust are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in this

Certification. Knowledge of the terms of the Trust may not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying on the certification. A person who in good faith enters into a transaction in reliance on this Certification of Trust may enforce the transaction against the trust property as if the representations contained in this Certification of Trust were correct.

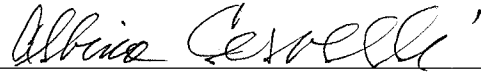
TRUSTEE'S POWERS

The Trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property including the power to buy, sell, hold, transfer, convey, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit or to withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security. In addition to the above, the Trustee shall have all of the powers authorized by §§16200, *et. seq.*, of the California Probate Code (as though such powers were set forth herein).

ADMINISTRATIVE PROVISIONS

- (1) The Trust shall be administered according to the California Trust Code (Division 9 of the California Probate Code beginning with §15000), except as shall be specifically modified therein.
- (2) The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
- (3) This Certification of Trust is a true and accurate statement of the matters referred to herein concerning the Trust.
- (4) This Certification of Trust has been signed by the currently acting sole Trustee of the Trust.
- (5) This Certification of Trust is intended to comply with the provisions of §18100.5 of the California Probate Code.
- (6) Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certification of Trust and any person who is in possession of a photocopy of this executed Certification may, in good faith, rely upon the information it contains and shall not be liable to the Settlor, any Trustee or beneficiary for reliance upon the information herein contained.
- (7) No person shall have received notice of any event upon which the use of this Certification of Trust depends unless said notice is in writing and until the notice is delivered to said person.

IN WITNESS WHEREOF, the undersigned declares under penalty of perjury that the foregoing is true and correct and that she has executed this Certification of Trust on March 2, 2012, in Ventura County, California.



ALBINA CERVELLI,
Settlor-Trustee

STATE OF CALIFORNIA
COUNTY OF VENTURA

On March ____, 2012, before me, RICHARD D. NELSON, a Notary Public, personally appeared ALBINA CERVELLI, 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.

Notary Public Signature

Notary Public Seal

ASSIGNMENT OF PERSONAL PROPERTY

I, **ALBINA CERVELLI**, hereby declare that all articles of personal and household use and ornament of every kind and description and wheresoever situated which I presently own or hereafter acquire (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, all automobiles, club memberships, china, glass, clothing, jewelry, precious stones, furniture, rugs, paintings and other works of art, books, silverware, etc., and including all insurance with respect thereto) are transferred to and the same shall be owned by:

THE ALBINA CERVELLI LIVING TRUST,

being a revocable living trust, which exists under a certain trust agreement created by me concurrently herewith.

The foregoing declaration and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in my individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed. This declaration may be terminated by me by written notice to the Trustee of the above-mentioned trust. Notwithstanding this transfer in trust, I reserve the unlimited right to the use of the aforementioned items.

Executed on March 2, 2012, in Ventura County, California.



ALBINA CERVELLI

STATE OF CALIFORNIA
COUNTY OF VENTURA

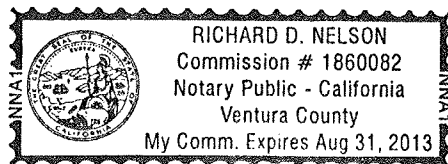
On March 2, 2012, before me, RICHARD D. NELSON, a Notary Public, personally appeared ALBINA CERVELLI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



Notary Public Signature



Notary Public Seal

LAST WILL AND TESTAMENT

OF

ALBINA CERVELLI

I, **ALBINA CERVELLI**, also known as Alaina Cervelli, a resident of Ventura County, California, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

ARTICLE ONE

DECLARATIONS

1.A. **Family.** I am a widow. I have five children now living; namely, THOMAS CERVELLI, RONALD CERVELLI, MICHAEL CERVELLI, JOANNE CERVELLI and DAVID CERVELLI. I also have a deceased child; namely, Linda Cervelli.

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other children and/or issue of mine, if any, however defined by law, presently living. Any child or children born after the date of this Will shall be treated as though they were named in this Paragraph.

1.B. **Trust Agreement.** The term "TRUST AGREEMENT" as used in this Will shall refer to that certain unrecorded trust instrument known as THE ALBINA CERVELLI LIVING TRUST, created by me concurrently herewith.

ARTICLE TWO

FIDUCIARIES

2.A. **Executor.** My nomination for the Executor of my Will shall be the then-acting Trustee or Trustees of THE ALBINA CERVELLI LIVING TRUST. The term "my Executor" as used in this Will shall include any personal representative of my estate.

2.B. **Appointment of Special Executor.** If for any reason my Executor is unwilling or unable to act as Executor with respect to any provision of my Will or the administration of my estate, my Executor shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate within the meaning of §672(c) of the Internal Revenue Code (hereinafter referred to as "the Code") to act as a substitute or special Executor for such purpose, and may revoke any such appointment at will. Each substitute or special Executor so acting shall exercise all

administrative and fiduciary powers granted by my Will unless expressly limited by the delegating Executor in the instrument appointing such substitute or special Executor. Any substitute or special Executor may resign at any time by delivering written notice to my Executor to that effect.

2.C. **Bond.** Any fiduciary appointed under this Article Two shall serve without bond being required.

ARTICLE THREE

DISTRIBUTION OF ESTATE

3.A. **Payment of Estate Expenses.** My Executor shall pay from my estate, after consulting with the then-acting Trustee or Trustees of THE ALBINA CERVELLI LIVING TRUST, all debts which are due and enforceable against my estate, the expenses of my last illness, the expenses of my final disposition without regard to statutory limitation or the necessity of prior court approval, the expenses of administering my estate, and all death taxes and governmental charges imposed and made payable under the laws of the United States or of any state or country by reason of my death. Such taxes shall include taxes imposed upon life insurance, endowment or annuity contracts upon my life, and upon all other property, whether passing under my Will or otherwise; provided that the assets, if any, over which I hold any taxable power of appointment at my death shall bear the entire increment and the burden of death taxes and other governmental charges to the extent that the total of such taxes and charges is greater than would have been imposed and made payable if I did not hold such a power of appointment, and to the extent required by law, I exercise such power of appointment in favor of the appropriate taxing authorities to discharge such taxes. Other than the above direction for the taxation of a power of appointment, the pro-ration of taxes imposed upon my estate shall be in the manner directed in said trust.

If my residuary estate is insufficient for such payments, in whole or in part, or if, in the discretion of my Executor, all or a part of such payments from my estate would prejudice the best interests of my estate, then my Executor shall direct the then-acting Trustee or Trustees of said trust to pay the appropriate amounts, either directly or to my Executor for such purposes.

3.B. **Gift to Trust.** I give, devise and bequeath the remainder of my estate to the then-acting Trustee or Trustees of THE ALBINA CERVELLI LIVING TRUST, together with any additions or amendments thereto, to be added to the principal of that trust and to be held, administered and distributed under the Trust Agreement and any amendments to such Trust Agreement. I direct that such Trust Agreement shall not be administered under court supervision, control or accounting, and the trustee shall not be required to give bond in such capacity.

3.C. **Alternate Disposition.** If the trust hereinabove referred to in Paragraph 1.B. of this Will is not in effect at my death, or if for any other reason the gift to said trust (as hereinabove set forth) cannot be accomplished, I specifically and completely incorporate the terms of said trust into this Will by reference. In such a situation, I direct my Executor to establish a trust in

accordance with the provisions of said trust and give the remainder of my estate, excluding any property over which I might have a power of appointment, to the Trustee of such trust.

ARTICLE FOUR

ESTATE ADMINISTRATION

4.A. **General Powers of Executor.** My Executor shall have all of the powers now or hereafter conferred on an Executor by the California Probate Code, and any powers enumerated elsewhere in this Will.

4.B. **Power to Make Tax Elections.** To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on the amount of taxes that may be payable, my Executor shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; and, to disclaim all or any portion of any interest in property passing at or after my death to my Estate or to a trust created by me or established for my benefit (including, but not limited to, the trust hereinabove referenced in Paragraph 1.B.).

4.C. **Court Supervision.** My Estate may be managed, administered, distributed, and settled pursuant to the Independent Administration of Estates Act (specifically including all of the powers authorized by §§10400, et. seq., of the California Probate Code, as though such powers were set forth herein).

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

5.A. **Severability Clause.** If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

5.B. **Governing Law.** All questions concerning the validity and interpretation of this Will, shall be governed by the laws of the State of California in effect at the time this Will is executed.

5.C. **Miscellaneous.**

(1) As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

(2) Article headings in this Will are inserted for convenience only, and are not to be considered in the construction of the provisions thereof.

IN WITNESS WHEREOF, I have on March 2, 2012, in Ventura County, California, signed, sealed, published and declared the foregoing instrument as and for my Last Will and Testament, in the presence of each and all of the subscribing witnesses, each of whom I have requested, in the presence of each of the others, to subscribe his or her name as an attesting witness, in my presence and in the presence of the others. I am of legal age, of sound mind, and under no constraint or undue influence.



ALBINA CERVELLI

On the date last above written, ALBINA CERVELLI declared to us, the undersigned, that the foregoing instrument was her Last Will and Testament and requested us to act as witnesses to it. To the best of our knowledge, ALBINA CERVELLI was of legal age, of sound mind, and under no constraint or undue influence. ALBINA CERVELLI thereupon signed this Will in our presence, all of us being present at the same time. We now, at her request, in her presence and in the presence of each other, subscribe our names as witnesses.

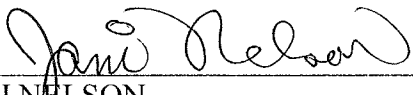
Executed on March 2, 2012, in Ventura County, California.

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



RICK NELSON

800 E. Thousand Oaks blvd.
Thousand Oaks, California



JANI NELSON

800 E. Thousand Oaks blvd.
Thousand Oaks, California

DURABLE POWER OF ATTORNEY FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS

Notice to Person Executing Durable Power of Attorney (California Probate Code §4128)

A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing.

This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf.

This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this durable Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable Power of Attorney will last for a shorter period of time or unless you otherwise terminate the durable Power of Attorney. The powers you give your agent in this durable Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable Power of Attorney only by executing a new durable Power of Attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable Power of Attorney at any time, so long as you are competent.

This durable Power of Attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable Power of Attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable Power of Attorney carefully. When effective, this durable Power of Attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable Power of Attorney is important to you. If you do not understand the durable Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.



ALBINA CERVELLI, Principal

Dated: March 2, 2012.

DURABLE POWER OF ATTORNEY FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS

(Pursuant to §4000 et. seq. of the California Probate Code)

I, **ALBINA CERVELLI**, of 2400 Pickwick Drive #229, Camarillo , California, as an individual and as trustee of THE ALBINA CERVELLI LIVING TRUST, executed by myself on March 2, 2012, intend to create a Durable Power of Attorney (herein referred to as "this Power") pursuant to California Probate Code §4000 and following, known as the Uniform Durable Power of Attorney Act but specifically not including §4600 and following relating to health care. This Power is effective immediately upon its execution. THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY ATTORNEY IN FACT SHALL NOT TERMINATE IF I BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE.

I give my Agents the powers specified in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

I. APPOINTMENT

1.A. **Designation of Agent.** I hereby designate and appoint my son DAVID CERVELLI as my Attorney-in-Fact (hereinafter referred to in this Power of Attorney as "my Agent").

1.B. **Alternate Agent.** If said David Cervelli is not available or becomes ineligible to act, or if I revoke this appointment or authority to act, then I designate my daughter JOANNE CERVELLI as my alternate Agent to have all of the powers hereinafter set forth. If said JOANNE CERVELLI is not available or becomes ineligible to act, or if I revoke this appointment or authority to act, then I designate my son MICHAEL CERVELLI as my alternate Agent to have all of the powers hereinafter set forth. If said MICHAEL CERVELLI is not available or becomes ineligible to act, or if I revoke this appointment or authority to act, then I designate my son THOMAS CERVELLI as my alternate Agent to have all of the powers hereinafter set forth

II. POWERS

2.A. **Enumerated Powers.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have for property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall

lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted:

(1) Real and Personal Property. To take any actions for the management or maintenance of any real or personal property in which I own an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire, sell, and convey ownership of property; control the manner in which property is managed, maintained, and used; change the form of title in which property is held (including creating or severing a "joint tenancy" right of survivorship); satisfy and grant security interests and other encumbrances on property (including a "reverse mortgage"); obtain and make claims on insurance policies covering risks of loss or damage to property; accept or remove tenants; collect proceeds generated by property; ensure that any needed repairs are made to property; exercise rights of participation in real estate syndicates or other real estate ventures; make improvements to property; and, perform any other acts described in California Probate Code §§4451 and 4452.

(2) Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

(3) Stock and Bond Transactions. To buy, sell and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts and call and put options on stocks and stock indexes; to receive certificates and other evidences of ownership with respect to securities; to exercise voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote; and, perform any other acts described in California Probate Code §4453.

(4) Financial Institutions. To take any actions in connection with any financial institution in which I have an account or an interest in an account when this Power is executed, or in which I later acquire an account or an interest in an account, including the power to continue, modify, or terminate existing accounts; create or terminate "joint tenancy" or "pay on death" accounts; open new accounts; withdraw funds; draw, endorse, and deposit checks, drafts and other negotiable instruments (including, but not limited to, Social Security, government and insurance checks made payable to me); prepare financial statements; borrow money; execute or release any security documents that may be needed in the exercise of the rights granted by this Power of Attorney; and, perform any other acts described in California Probate Code §4455, as well as the authority to conduct banking transactions as set forth in the laws of any other State or foreign country. For the purposes of this paragraph, the term "financial institution" includes, but is not limited to, banks, trust companies, savings banks, commercial banks, building and loan associations, savings and loan companies or associations, credit unions, industrial loan companies, thrift companies and brokerage firms or other financial institution selected by my Agent.

(5) Safe Deposit Boxes. To hire a safe deposit box or space in a vault; to have access at any time or times to any safe deposit box rented to me, where ever located, and to remove all or any part of the contents thereof, and to surrender or relinquish any safe deposit box. Any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

(6) Insurance and Annuities. To take any actions with respect to any insurance or annuity contracts in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire additional insurance coverage of any type or additional annuities; continue existing insurance or annuity contracts; agree to modifications in the terms of insurance or annuity contracts in which I have an interest; borrow against insurance or annuity contracts in which I have an interest, to the extent allowed under the contract terms; change beneficiaries under existing contracts and name beneficiaries under new contracts, including the power to designate my Agent as the beneficiary; receive dividends, proceeds, and other benefits generated by the contracts; transfer interests in insurance or annuity contracts to the extent permitted under the terms of those contracts; and, perform any other acts described in California Probate Code §4457.

(7) Beneficial Interests. To take any actions with respect to any probate estate, trust, conservatorship, guardianship, escrow, custodianship, or other fund/entity in which I have a beneficial interest when this Power is executed, or in which I later acquire an interest, including the power to accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund/entity; demand or obtain by litigation or otherwise money or other things of value to which I am, may become, or claim to be entitled by reason of the fund/entity; initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary; conserve, invest, disburse, and use anything received for an authorized purpose; and, perform any other acts described in California Probate Code §4458.

(8) Retirement Plans and Benefits. In connection with any pension, profit sharing or stock bonus plan, individual retirement account (IRA), Roth IRA, §403(b) annuity or account, §457 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is referred to in this document as a “Plan” or “such Plan”), my Agent shall have the following powers, in addition to all other applicable powers granted by this document, in addition to all other applicable powers granted by this document and in California Probate Code §4462:

- (a) To establish one or more Plans in my name;
- (b) To make contributions (including “rollover” contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf;

(c) To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any existing trust for my benefit or a trust created by my Agent for my benefit;

(d) To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make, exercise, waive or consent to any and all elections and/or options that I may have regarding contributions to, investments or administration of, distribution from, or benefits under, such Plan; and,

(e) To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my Agent, subject to the following limitation: my Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent would have otherwise received, unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change; the preceding limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.

(9) Claims and Litigation. To take any actions with respect to any claim that I may have or that has been asserted against me and with respect to any legal proceeding in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to institute, prosecute, and defend legal proceedings and claims on my behalf; file actions to determine adverse claims, seek preliminary, provisional, or intermediate relief on my behalf; apply for the enforcement or satisfaction of judgments that have been rendered in my favor; participate fully in the development of claims and proceedings; submit any dispute in which I have an interest to arbitration; submit and accept settlement offers and participate in settlement negotiations; handle all procedural aspects, such as service of process, filing of appeals, stipulations, verifications, waivers, and all other matters in any way affecting the process of any claim or litigation; satisfy judgments that have been rendered against me; and, perform any other acts described in California Probate Code §4459.

(10) Tax Matters. For any tax year for which the statute of limitations has not run and to the tax year in which this durable Power of Attorney was executed and any subsequent tax year, to prepare and file any and all documents and take all actions that are necessary or that my Agent believes to be desirable with respect to my local, state, or federal tax liability, including the power to participate in audits; exercise my rights to protest and appeal assessments; pay amounts due to the appropriate taxing authority; execute waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code §2032A, or any successor section thereto), closing agreements, and similar documents related to my tax liability; participate in all procedural matters connected with my tax liability; exercise any elections that may be available to me under applicable state or federal tax laws or regulations; and, perform any other acts described in California Probate Code §4463.

(11) Personal and Family Maintenance. To conduct my personal affairs and to discharge any and all obligations I may owe to myself and to family members and other third persons who are customarily or legally entitled to my support when this Power is executed, or that are undertaken thereafter, including the power to take steps to ensure that our customary standard of living is maintained; continue existing charge accounts, open new charge accounts, and make payments thereon; provide for transportation; maintain correspondence; prepare, maintain, and preserve personal records and documents; maintain membership in any social, religious, or professional organization and make contributions thereto; and, perform any other acts described in California Probate Code §4460.

(12) Governmental Benefits. All powers described in this paragraph are exercisable equally with respect to benefits from Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service, existing when this Power is executed or accruing thereafter, whether existing or accruing in the state or elsewhere. My Agent is appointed as my "Representative Payee" for the purpose of receiving Social Security benefits and may collect all benefits to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid or Medi-Cal, Medicare and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency and shall have the full power to sign, execute, deliver, process and acknowledge applications, documents, checks and such other instruments in writing, of every kind and nature, as may be necessary or proper to obtain and receive any benefits to which I or any of my dependents may be entitled through any governmental agency and to communicate on my behalf with any governmental agency from whom I am receiving or from whom I may be eligible to receive benefits; and, perform any other acts described in California Probate Code §4461.

(13) Resignation from Fiduciary Positions. To resign from any fiduciary position to which I have been or may be in the future named, appointed, nominated or elected, including by way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, attorney-in-fact, guardian, director or officer of a corporation, and to take whatever steps are necessary to accomplish such resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

(14) Planning. In addition to the above, if my Agent, in my Agent's sole discretion, has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid or Medi-Cal) or other public benefits, then my Agent shall have the power: (i) to take any and all steps necessary, in my Agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to the beneficiaries of the trust agreement hereinabove referenced, including my Agent; and (iii) to enter into a personal services contract for my benefit, including

entering into such contract with my Agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid or Medi-Cal and Veterans benefits.

(15) Transfer to Trust. To transfer and convey to the Trustee or co-Trustees of the trust agreement hereinabove referenced any or all assets now or at any time or times hereafter standing in my name or representing my interest in assets owned jointly, commonly, or otherwise with any other person or persons, including, without limitation, real estate, ownership rights in insurance policies of all kinds, cash, checks (particularly government and insurance checks), stocks, bonds, securities, and properties of all kinds; and pursuant to such purpose to terminate savings, checking, safekeeping, agency, investment advisory, and custody accounts in my name, alone or with others, at any bank or broker, by directing that all or any part of the balance therein, including all cash, stocks, bonds, and other securities and property, subject to any indebtedness secured thereby, be transferred and delivered to said Trustee or co-Trustees.

2.B. **General Grant of Powers.** It is my intention by the granting of the foregoing powers to give my Agent the broadest possible powers to represent my interests and my estate in all aspects of any transactions or dealings involving me or my property. The only powers which my Agent pursuant to this Power shall not exercise with respect to me and my property are as follows:

- (1) To use my assets to satisfy any legal obligations of my Agent, including but not limited to the support of any dependents of my Agent; provided, however, that such dependents shall not include myself or those persons whom I am otherwise legally obligated to support;
- (2) To exercise any powers granted to the trustee pursuant to an irrevocable trust agreement of which my Agent is the Settlor and I am the trustee;
- (3) To exercise any incidents of ownership over any policy or policies of life insurance insuring the life of my Agent and of which I am the owner; and,
- (4) To make health care decisions as defined in §4617 of the California Probate Code.

Subject only to the limitations and prohibitions set forth in the preceding paragraph, and excepting those actions that conflict with or are limited by another provision in this Power, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions in this Power, to the extent that a principal can act through an agent.

2.C. **Incidental Powers.** In connection with the exercise of any of the powers described in the preceding paragraphs, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that my Agent believes necessary, proper, or convenient, to the extent that I could take such actions myself, including the power to prepare, execute, and file all documents and maintain records; enter into contracts; hire, discharge, and pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; execute, acknowledge, seal, and deliver any instrument; and perform any other acts described in California Probate Code §4450.

2.D. Inspection and Disclosure of Information Relating to My Physical or Mental Health. My Agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code §56. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my Agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. This authority given my Agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my Agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

III. AMPLIFYING PROVISIONS

3.A. Reimbursement for Costs and Expenses. My Agent shall be entitled to reimbursement from my property for expenditures properly made in the execution of the powers conferred by me in this Power. My Agent shall keep records of any such expenditures and reimbursement.

3.B. No Compensation. My Agent shall not be entitled to compensation for the services rendered in the execution of any of the powers conferred by me in this Power.

3.C. Reliance by Third Parties. To induce third parties to rely upon the provisions of this Power, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described herein. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance upon this Power for damages or liability incurred as a result of that reliance. My Agent is authorized, at the expense of my estate, to seek interpretation and/or enforcement of any power granted to my Agent under this document from a court of competent jurisdiction. My Agent may seek any appropriate legal remedy including, but not limited to, declaratory judgments, temporary or permanent injunctions, and actual or punitive damages against any person or entity who unreasonably, negligently or willfully fails or refuses to follow my Agent's instructions with respect to a power granted to my Agent under this document.

3.D. Ratification. I ratify and confirm all that my Agent does or causes to be done under the authority granted in this Power. All instruments of any sort entered into in any manner by my Agent shall bind me, my estate, my heirs, successors, and assigns.

3.E. **Exculpation.** My Agent shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but shall be liable for the breach of a duty committed dishonestly, with improper motive, or with reckless indifference to the purposes of this Power or my best interests.

3.F. **Revocation and Amendment.** I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in fact in place of the Agent herein named. Amendments to this document shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

IV. GENERAL PROVISIONS

4.A. **Nomination of Conservator.** If proceedings are initiated for the appointment of a conservator of my estate, I hereby nominate my Agent as such conservator. I hereby waive the requirement of a bond. I request that, if my Agent is so appointed as conservator of my estate, the court make an order granting to that person all or as many of those independent powers listed in California Probate Code §2591 as the court deems appropriate.


4.B. **Photocopies.** Persons dealing with my Agent may rely fully on a photocopy of this Power.

4.C. **Severability.** If any of the provisions of this Power are found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

4.D. **Governing Law.** All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of the State of California.

4.E. **Understanding of Document.** I understand that this Power is an important legal document: (1) this document provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property; (2) the powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this Power, and they will continue to exist notwithstanding my subsequent disability or incapacity; and (3) I have the right to revoke or terminate this Power at any time.

Executed on March 2, 2012, in Ventura County, California.



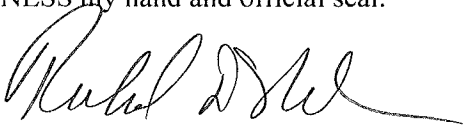
ALBINA CERVELLI
2400 Pickwick Drive #229
Camarillo, California 93010

STATE OF CALIFORNIA
COUNTY OF VENTURA

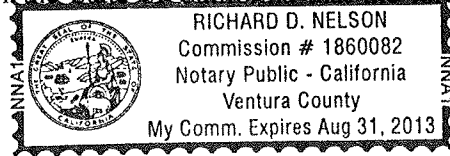
On March 2, 2012, before me, RICHARD D. NELSON, a Notary Public, personally appeared ALBINA CERVELLI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



Notary Public Signature



Notary Public Seal

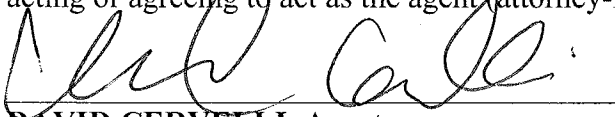
NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT

By acting or agreeing to act as the agent (attorney-in-fact) under this Power of Attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may also be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this Power of Attorney.



DAVID CERVELLI, Agent

Dated: 3/2/12

CALIFORNIA ADVANCE

HEALTH CARE DIRECTIVE

By this document, I, **ALBINA CERVELLI**, intend to create an advance health care directive under California Probate Code §4600 and following. This directive shall not be affected by my subsequent incapacity.

I. POWER OF ATTORNEY FOR HEALTH CARE

1.A. **DESIGNATION OF HEALTH CARE AGENT.** I hereby designate and appoint my daughter **JOANNE CERVELLI** as my agent to make health care decisions for me as authorized in this document. For the purposes of this document, "health care decision" means any decision regarding any care, treatment, service, or procedure to maintain, diagnose, or otherwise affect my physical or mental condition.

1.B. **ALTERNATE AGENTS.** If said agent is not available or becomes ineligible to act, or if I revoke this appointment or authority to act, then I designate the following persons to serve as my alternate agents to make health care decisions for me as authorized in this document, such persons to serve in the order listed below:

First Alternate Agent: My son **DAVID CERVELLI**

Second Alternate Agent: My son **MICHAEL CERVELLI**

Third Alternate Agent: My son **THOMAS CERVELLI**

1.C. **GENERAL STATEMENT OF AUTHORITY GRANTED.** Subject to any limitations in this document, I hereby grant to my agent full power and authority: (a) to make health care decisions for me to the same extent that I could make such decisions for myself if I had the capacity to do so, including, without limitation, decisions to provide, withhold or withdraw artificial nutrition and hydration and all other forms of health care to keep me alive; and (b) to make personal care decisions for me to the same extent that I could make those decisions for myself if I had the capacity to do so, including, without limitation, determining where I will live, providing me meals, hiring household employees, providing transportation, handling mail, and arranging recreation and entertainment for me.

1.D. **AGENT'S AUTHORITY EFFECTIVE IMMEDIATELY.** My agent's authority to make health care decisions for me takes effect immediately.

1.E. **AGENT'S OBLIGATION.** My agent shall make health care decisions for me in accordance with this power of attorney for health care, any instructions I give in Part 2 of this form, and my other wishes to the extent known to my agent. To the extent my wishes are unknown, my agent shall make health care decisions for me in accordance with what my agent determines to be in my best interest. In determining my best interest, my agent shall consider my personal values to the extent known to my agent.

1.F. **ANATOMICAL GIFTS.** My agent shall have the power and authority to make a disposition of a part or parts of my body under the Uniform Anatomical Gift Act.

1.G. **DISPOSITION OF REMAINS.** Unless I subsequently execute a document entitled "Final Disposition Instructions", my agent shall have the power and authority to direct the disposition of my remains according to my agent's discretion.

1.H. **ARRANGEMENTS FOR FUNERAL OR MEMORIAL SERVICE.** Unless I subsequently execute a document entitled "Final Disposition Instructions", my agent shall have the power and authority to arrange for my funeral or other memorial service.

II. INSTRUCTIONS FOR HEALTH CARE

2.A. **END-OF-LIFE DECISIONS ("LIVING WILL").** I recognize that modern medical technology has made possible the artificial prolongation of my life beyond natural limits. I do not wish to artificially prolong the process of my dying if continued health care will not improve my prognosis for recovery or otherwise enable me to live a productive and/or enjoyable life. Therefore, I do not want efforts made to prolong my life and I do not want life-sustaining treatment to be provided or continued: (1) if I am in an irreversible coma or persistent vegetative state; or (2) if I am terminally ill and the use of life-sustaining procedures would serve only to artificially delay the moment of my death; or (3) under any other circumstances in which the burdens of the treatment outweigh the expected benefits. In making decisions about life-sustaining treatment under provision (3) above, I want my agent to consider the relief of suffering and quality of remaining life as well as the extent of the possible prolongation of my life. I understand that if there is a conflict between my agent's decision and this statement, this statement shall take precedence.

For purposes of this statement:

(A) "Life-sustaining treatment" means any medical procedure, treatment, intervention, or other measure including artificially or technologically supplied nutrition and hydration that, when administered, will serve principally to prolong the process of dying.

(B) "An irreversible coma", means a coma from which the treating physicians have reasonably concluded I will never regain consciousness.

(C) “Persistent vegetative state” means a state of permanent unconsciousness that, to a reasonable degree of medical certainty as determined in accordance with reasonable medical standards by my attending physician and one other physician who has examined me, is characterized by both of the following:

- (i) I am irreversibly unaware of myself and my environment, and
- (ii) There is a total loss of cerebral cortical functioning, resulting in my having no capacity to experience pain or suffering.

(D) “Terminal condition” means an irreversible, incurable, and untreatable condition caused by disease, illness, or injury from which, to a reasonable degree of medical certainty as determined in accordance with reasonable medical standards by my attending physician and one other physician who has examined me, both of the following apply:

- (i) There can be no recovery; and
- (ii) Death is likely to occur within a relatively short time if life sustaining treatment is not administered.

Initials

2.B. **RELIEF FROM PAIN.** Notwithstanding anything herein to the contrary, I direct that treatment for alleviation of pain or discomfort be provided at all times, even if it hastens my death. Notwithstanding the preceding paragraph, if withholding or withdrawing nutrition and/or hydration will cause me to experience substantial pain or discomfort, I want to be provided with nutrition and/or hydration.

Initials

2.C. **OTHER WISHES.** In addition to the preceding paragraphs, I am making the following directives to my agent:

If I ever fall into a persistently vegetative state, you are directed to reduce my misery as painlessly as possible.

Initials

If I become senile, you are directed to let me die naturally and without any extraordinary medical treatment.

Initials

If I am in an irreversible coma or persistent vegetative state, I do not want any form of CPR.

Initials

If I am already in an irreversible coma or persistent vegetative state and I develop some other illness or condition for which a course of treatment would be considered, I do not want any additional treatment to be initiated (for example, if I am in an irreversible coma

and it is subsequently discovered that I have cancer, I do not want chemotherapy and/or radiation).

Initials

III. INSTRUCTIONS FOR PERSONAL CARE

3.A. **INDEPENDENT LIVING.** I wish to live in my home for as long as that is reasonably possible without endangering my physical or mental health and safety and to receive whatever assistance from household employees or personal care givers may be necessary to permit me to do so; provided, however, that in the event my agent determines that appropriate household employees or personal care givers are not available without putting my financial position or physical or mental health or safety at risk, then I wish to live in the least restrictive and most home-like setting deemed appropriate by my agent. I further request that I live as near as possible to my primary residence in order that I may visit with friends and neighbors to the degree my agent believes that I will benefit from such relationships. I wish to return home as soon as reasonably possible after any hospitalization or transfer to convalescent care. If my agent determines that I am no longer able to live in my home, I wish that my agent consider alternatives to convalescent care which will permit me as much privacy and autonomy as possible, including such options as placing me in an assisted living facility or board and care facility.

3.B. **SOCIAL INTERACTION.** I wish to be encouraged to maintain my social relationships and to engage in social interaction even if I am no longer able to recognize my family and friends or to fully participate in social activities.

IV. MISCELLANEOUS MATTERS

4.A. **GRANT OF AUTHORITY TO MY HEALTH CARE AGENT AND AUTHORIZATION UNDER HIPAA AND CALIFORNIA LAW FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH.** Subject to any limitations in this document, my agent has the power and authority to do all of the following:

(1) Request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code §56. I hereby authorize any physician, health care professional, dentist, health plan,

hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. This authority given my agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider;

(2) Execute on my behalf any releases or other documents that may be required in order to obtain this information;

(3) Consent to the disclosure of this information;

(4) Appoint a "Patient Advocate" for me who shall have the same right to ask questions and obtain information as my agent under this directive; and,

(5) Transfer my care to another health care provider if my health care provider refuses to honor my Advance Health Care Directive. I also direct and empower my agent under this Directive to pursue any appropriate actions against my health care provider(s) in the event my Advance Health Care Directive is not honored.

4.B. SIGNING DOCUMENTS, WAIVERS, AND RELEASES. When necessary to implement the health care decisions that my agent is authorized by this Directive to make, my agent has the power and authority to execute on my behalf all of the following:

(1) Documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice" and;

(2) Any necessary waiver or release from liability required by a hospital or physician.

4.C. NOMINATION OF CONSERVATOR OF PERSON. If a conservator of the person is to be appointed for me, I nominate my agent to serve as such conservator.

4.D. PRIOR DESIGNATIONS REVOKED. I revoke any prior advance health care directive and any prior durable power of attorney for health care.

4.E. USE OF COPIES PERMITTED. Persons dealing with my agent may rely fully on a photocopy of this document as though the photocopy was an original.

This Advance Health Care Directive is executed by me on March 2, 2012, in Ventura County, California.

Albina Cervelli
ALBINA CERVELLI

STATE OF CALIFORNIA
COUNTY OF VENTURA

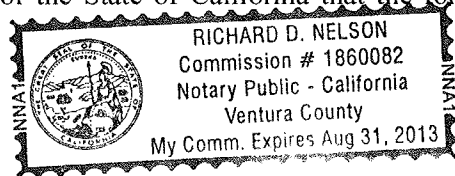
On March 2, 2012, before me, RICHARD D. NELSON, a Notary Public, personally appeared ALBINA CERVELLI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

Richard D. Nelson

Notary Public Signature



Notary Public Seal

Advance Health Care Directive

You have the right to give instructions about your own health care. You also have the right to name someone else to make health care decisions for you. This form lets you do either or both of these things. It also lets you express your wishes regarding your personal care. If you use this form, you may modify all or any part of it. You are free to use a different form.

Part 1 of this form is a power of attorney for health care. Part 1 lets you name another individual as agent to make health care decisions for you if you become incapable of making your own decisions or if you want someone else to make those decisions for you now even though you are still capable. You may also name an alternate agent to act for you if your first choice is not willing, able, or reasonably available to make decisions for you. Your agent may not be an operator or employee of a community care facility or a residential care facility where you are receiving care, or your supervising health care provider or employee of the health care institution where you are receiving care, unless your agent is related to you or is a co-worker.

Unless the form you sign limits the authority of your agent, your agent may make all health care decisions for you and all decisions regarding your personal care. You do not need to limit the authority of your agent if you wish to rely on your agent for all health care decisions and personal care decisions that may have to be made. If you choose not to limit the authority of your agent, your agent will have the right to:

- (a) Consent or refuse consent to any care, treatment, service, or procedure to maintain, diagnose, or otherwise affect a physical or mental condition.
- (b) Select or disapprove health care providers and institutions.
- (c) Approve or disapprove diagnostic tests, surgical procedures, and programs of medication.
- (d) Direct the provision, withholding, or withdrawal of artificial nutrition and hydration and all other forms of health care, including cardiopulmonary resuscitation.
- (e) Make anatomical gifts and direct disposition of remains.
- (f) Make personal care decisions, including determining where you will live, providing meals, hiring household employees, providing transportation, handling mail, and arranging recreation and entertainment for you.

Part 2 of this form lets you give specific instructions about any aspect of your health care, including the provision, withholding, or withdrawal of treatment to keep you alive, as well as the provision of pain relief. You may make other choices and should not sign this form until you are satisfied that the instructions in Part 2 express your wishes and not the wishes of any other person.

Part 3 of this form lets you give specific instructions about any aspect of your personal care. You may make other choices and should not sign this form until you are satisfied that the instructions in Part 3 express your wishes and not the wishes of any other person. Finally, Part 4 of this form contains miscellaneous provisions regarding your advance directive.

After completing this form, sign and date the form at the end. The form must be signed by two qualified witnesses or acknowledged before a notary public; if you are currently a patient in a skilled nursing facility, it must also be signed by the "Patient Advocate" or "Patient Ombudsman". Give a copy of the signed and completed form to your physician, to any other health care providers you may have, to any health care institution at which you are receiving care, and to any health care agents you have named. You should talk to the person you have named as agent to make sure that he or she understands your wishes and is willing to take the responsibility. You have the right to revoke this advance health care directive or replace this form at any time.

**AUTHORIZATION AND WAIVER FOR THE
INSPECTION AND DISCLOSURE OF INFORMATION
RELATING TO MY PHYSICAL OR MENTAL HEALTH**

A. The persons named below in Paragraph B, individually and severally, shall have the power and authority to do all of the following:

(1) Request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code §56. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to the persons named herein, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition.

This authority shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider;

(2) Execute on my behalf any releases or other documents that may be required in order to obtain this information;

(3) Consent to the disclosure of this information;

B. The persons who shall have the powers hereinabove described in Paragraph A are:

My son DAVID CERVELLI, My daughter JOANNE CERVELLI,
My son MIKE CERVELLI, My son THOMAS CERVELLI and SHERRI ANNE
CERVELLI.

This Authorization and Waiver is executed by me on March 2, 2012, in Ventura County, California.

Albina Cervelli
ALBINA CERVELLI

STATE OF CALIFORNIA
COUNTY OF VENTURA

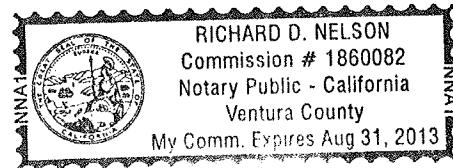
On March 2, 2012, before me, RICHARD D. NELSON, a Notary Public, personally appeared ALBINA CERVELLI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

Richard D. Nelson

Notary Public Signature



Notary Public Seal

FINAL DISPOSITION AUTHORIZATION AND INSTRUCTIONS

I, ALBINA CERVELLI, of 2400 Pickwick Drive #229, Camarillo, California, being of sound mind, willfully and voluntarily make known by this document my desire that, upon my death, the final disposition of my remains be under the control of my representative, and, with respect to that final disposition only, I hereby appoint the representative and the successor representatives named in this document. All decisions made by my representative with respect to the final disposition of my remains shall be binding and, for the guidance of my representative, I am making my wishes known as follows:

1. I wish to be cremated.
2. I would like my ashes My ashes are to be spread in a beautiful location somewhere in Southern California, to be determined by my family. My ashes will stay together and not be separated, they shall all be disposed together at the same time and will not be given to any parties.
3. I have made post-death arrangements at: _____

4. My representative shall be:

DAVID CERVELLI

5. If my representative dies, becomes incapacitated, resigns, refuses to act, ceases to be qualified, or cannot be located within the time necessary to control the final disposition of my remains, I hereby appoint the following individuals, each to act alone and successively, in the order specified, to serve as my successor representative:

JOANNE CERVELLI

MIKE CERVELLI

THOMAS CERVELLI

This authorization becomes effective upon my death. I hereby revoke any prior final disposition authorizations and/or instructions that I may have signed before the date that this document is signed. I hereby agree that any funeral director, crematory authority, or cemetery authority that receives a copy of this document may act under it. Any modification or revocation of this

document is not effective as to a funeral director, crematory authority, or cemetery authority until the funeral director, crematory authority, or cemetery authority receives actual notice of the modification or revocation. No funeral director, crematory authority, or cemetery authority may be liable because of reliance on a copy of this document.

Executed on March 2, 2012, in Ventura County, California.



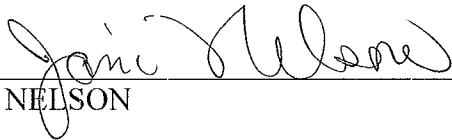
ALBINA CERVELLI

I attest that ALBINA CERVELLI, the person who signed this document, did so or acknowledged signing this document in my presence and that she appears to be of sound mind and not subject to duress, fraud, or undue influence. I further attest that I am not the representative or the successor representative appointed under this document that I am aged at least 18, and that I am not related to the person who signed this document by blood, marriage, or adoption.



RICK NELSON

800 E. Thousand Oaks blvd.
Thousand Oaks, California



JANI NELSON

800 E. Thousand Oaks blvd.
Thousand Oaks, California

INSTRUCTIONS FOR THE DISTRIBUTION OF MY PERSONAL PROPERTY

Pursuant to the terms of THE ALBINA CERVELLI LIVING TRUST, I am making the following instructions for the distribution of my tangible personal property and personal effects at my death:

Beneficiary	Item

Dated: _____

ALBINA CERVELLI

SUMMARY OF ESTATE PLANNING PROVISIONS

FOR

ALBINA CERVELLI

SUMMARY OF ESTATE PLANNING PROVISIONS

LIVING TRUST:

Your revocable living trust is an agreement between the "Settlor" and the "Trustee" to hold the trust assets for the benefit of the beneficiary of the trust. The Settlor is the person setting up the trust and the Trustee is the person who manages the trust. In order to form the trust, the Settlor transfers property to the Trustee to hold in the name of the trust. Since this is your trust, you are the Settlor and you are the initial Trustee of the trust. The trust provides that, for your lifetime, you are also the sole beneficiary of the trust. These points are covered in the Recitals and in Article I of the trust.

Paragraph 2.A. designates the name of the trust. This is the name you will use to re-title your assets to the trust.

Paragraph 2.B. sets forth your family situation.

Paragraph 2.C. designates who shall act as your successor Trustee in the event you are no longer able to act; either due to your death or your incapacity.

Paragraph 2.D. enables you (or anyone else) to add property to the trust, either during your lifetime or at death.

Paragraph 2.E. defines the terms used through the trust.

Paragraph 2.F. establishes the laws of California as the operative laws controlling this trust.

Paragraph 2.G. is often referred to as a "Spendthrift Clause" because it prevents a future beneficiary from alienating ("selling") his or her interest in the trust (usually for pennies on the dollar); it also keeps a creditor or ex-spouse of a beneficiary from being able to reach the beneficiary's interest in the trust.

Paragraph 2.H. is the Maximum Duration of Trusts provision (it is also known as the "Rule Against Perpetuities") and most all states require it to be included in a trust. Basically, the rule states that, regardless of circumstances, a trust (or an interest in the trust) must end at some point in the future; it does not mean that the trust must continue for that period. Since these laws can change, your trust merely states that the trust will end, assuming it was still on-going, at the end of the maximum period under California law at that time. Please note that it is extremely unlikely that this provision will ever be needed, but it must be included.

Paragraph 2.I. is the "No Contest" provision in the trust. It states that, to the extent permitted under California law, if anyone challenges the validity of the trust or your

intent as expressed in the trust, that person and his or her descendants will receive nothing from the trust.

Paragraph 2.J. sets the requirement that a beneficiary must survive you by at least thirty days to receive his or her distribution. This can avoid an unnecessary probate of the beneficiary's share of the trust.

Paragraph 2.K. creates some general rules (which will not override any specific distribution provisions) of what will happen to any trust distribution going to a beneficiary who is under the age of twenty-one or who is incapacitated at the time of the distribution. Again, if you have made specific provisions (for example, holding a trust share until age twenty-five), those specific provisions will take precedence over the general provisions in this paragraph. One of the important provisions of this paragraph is the discretionary right it gives to the Trustee to hold any distribution for a beneficiary deemed by the Trustee to be incompetent or suffering from substance abuse, or because the beneficiary's financial circumstances are such that failure to delay the distribution would actually reduce the trust benefits to the beneficiary (e.g., a beneficiary who is receiving state assistance of some kind).

Paragraph 2.L. establishes the procedures to resolve any conflicts between beneficiaries or between a beneficiary and the Trustee.

Paragraph 2.M. provides that the Trustee can distribute an interest in the trust if the cost of administering that interest makes it uneconomical to continue the trust administration on that share.

Article III has detailed provisions concerning the Trustee.

Paragraph 3.A. reiterates your authority to designate anyone you wish as a co-Trustee or as a successor Trustee.

Paragraph 3.B. gives the beneficiaries the authority to appoint a new Trustee if, for any reason, no Trustee is acting and there is no successor Trustee designated or able to act; otherwise, the court would appoint the new Trustee.

Paragraph 3.C. gives any Trustee the right to resign and, if there is not a designated successor Trustee, to have a successor Trustee appointed by the court.

Paragraph 3.D. creates a "saving provision" to make sure that no Trustee of the trust is not a "United States Person" and that the trust always qualifies as a "United States Persons"; although an unlikely situation, failure to meet either of these requirements could result in very severe tax penalties so it is important to have the necessary language included.

Paragraph 3.E. releases a successor Trustee from any liability for the actions of a predecessor (although the predecessor Trustee would still be liable). Without this protection, no successor Trustee would ever be willing to act.

Paragraph 3.F. eliminates the requirement that a Trustee post a bond prior to acting. A bond is very difficult to obtain when there is no court supervision and is very expensive (it is paid out of the trust assets); it can also be a "Catch-22" situation because the successor Trustee cannot gain access to the trust assets to pay for the bond until he or she becomes the Trustee but cannot become the Trustee until the bond has been posted. The best advice is to designate successor Trustees you can trust.

Paragraph 3.G. sets the compensation of a successor Trustee. If a Trustee is a corporation (i.e., a bank) the compensation is the Trustee's published fee schedule; however, when a Trustee is an individual such compensation shall be the average of what banks in your county would charge for a similar trust. A Trustee is also entitled to be reimbursed for all necessary expenses incurred in the discharge of the Trustee's duties. The last sentence in the paragraph gives the Trustee the right to determine how the fees should be allocated.

Paragraph 3.H. discusses the reporting requirements of the Trustee. In general, a Trustee must report ("account") to the beneficiaries of a trust at least annually. Obviously, while you are the Trustee (and the beneficiary) it is not necessary for you to account to yourself; further, a beneficiary can waive ("give-up") the requirement. An accounting becomes final when it is given pursuant to this paragraph and it is not objected to within one hundred and eighty days.

Paragraph 3.I. outlines the manner of payment of trust assets to the beneficiaries. This paragraph releases the Trustee from liability for any payment made in conformance to the paragraph.

Paragraph 3.J. means that a Trustee can hold separate trust interests in a common account but must maintain a separate accounting for each interest.

Paragraph 3.K. defines certain actions a Trustee can take; for example, a Trustee can, just as you can, give another person a "power of attorney".

Paragraph 3.L. gives your successor Trustee the right to obtain your health care information which would otherwise not be accessible under the privacy provisions of the federal Health Insurance Portability and Accountability Act ("HIPAA"). This information may be necessary in the event you became incapacitated. A similar provision is also in your Health Care power.

Paragraph 3.M. authorizes the Trustee to collect any life insurance which is payable to the trust (i.e., the trust is the beneficiary of the policy).

Paragraph 3.N. makes sure that the trust can receive the same "stretch-out" on the payouts from any IRA or other tax deferred accounts which are paid to the trust (as the

beneficiary) as if the account had been paid directly to an individual (this language has to be fairly technical to meet the IRS requirements).

Paragraph 3.O. provides that a discretionary power given to the Trustee to invade or utilize the principal of a trust for "health, care, education, support or maintenance" of a beneficiary shall not be a General Power of Appointment (as defined in §§2041 and 2514 of the Internal Revenue Code) which could have adverse tax consequences. The paragraph also clarifies a provision in the California Probate Code concerning discretionary powers given to a Trustee.

Paragraph 3.P. permits a Trustee to release or to restrict the scope of any trustee power if necessary for an appropriate reason (such as avoiding an adverse tax consequence).

Article IV grants the powers of the Trustee. In general, the Trustee will have the same level of control over the trust assets that you have prior to transferring the assets into the trust.

Article V contains your retained rights as the creator of the trust: your right to revoke (Paragraph 5.A.) or change (Paragraph 5.B.) the trust at any time during your lifetime; that these powers terminate at your death (Paragraph 5.C.), and that these powers cannot be exercised by anyone other than you (Paragraph 5.D.). There are also provisions concerning your right to use your personal property (Paragraph 5.E.) and your principal residence (Paragraph 5.F.) without accountability to the Trustee (if you are not acting as the Trustee at any point during your lifetime); in addition, Paragraph 5.E. ensures that you are entitled to any "homestead" exemption even though your residence is titled in the trust.

Article VI is the part of the trust that controls how the assets of the trust are to be distributed; both during your lifetime and then after your death. It is the distribution after death when the trust acts like a Will, except the assets can be distributed without court supervision (i.e., no probate).

Paragraph 6.A. restates the Trustee's basic responsibility.

Paragraph 6.B. states your unlimited right to the income and principal during your lifetime. In addition, you are giving the Trustee the right to continue your support of a dependent.

Paragraph 6.C. allows the Trustee to accumulate the trust income and/or distribute the trust principal in the event you are incapacitated; it also states your desire to stay in your principal residence as long as possible and/or to return to your residence from a care facility as soon as it is medically reasonable.

Paragraph 6.D. gives the Trustee the right to delay distribution of the trust for up to six months after your death. This time frame is tied to the federal estate tax "alternative valuation date" (the right to revalue the estate for tax purposes six months after the date of death), but more importantly it gives the Trustee some time to make sure all of the assets have been located and all of the debts and bills have been paid before being

pressured by the beneficiaries to make distributions. This does not mean the Trustee cannot be making some or all of the distributions in the meantime.

Paragraph 6.E. authorizes the Trustee to pay from the trust all of your debts, funeral expenses, the costs of administration and any taxes. Because legally the Executor of an estate has this responsibility, this paragraph coordinates the payment with the Executor if one is appointed or gives this authority to the Trustee if one is not appointed (as is typically the case). The provisions for the payment of any death taxes is fairly technical; the important point here is that the taxes (if any) are paid from the balance of the trust before final distribution.

Paragraph 6.F. is the place in the trust where you direct how your trust (including any assets added to the trust after your death, such as life insurance or assets passing through the "Pour-Over Will") shall be distributed at your death. The first subparagraph lets you control the distribution of any tangible personal property (i.e., "things") through a separate list of instructions (this form is included with your trust papers). Please review the remainder of this paragraph carefully.

DECLARATION OF TRUST:

Under certain, very limited circumstances, this Declaration could possibly be helpful after your death if you neglected to transfer a valuable asset to your Trust; it merely confirms that you intended to include all of your assets within your Trust. This Declaration is not a substitute for the requirement that you must transfer ("title") your assets into the name of your Trust in order to avoid a potential probate of those non-Trust assets.

CERTIFICATION OF TRUST

The Certification sets forth the existence of your Trust and your unlimited right as Trustee to deal with any account or asset held in the Trust. The Certification acts as a short version of the Trust Agreement and gives any third party all the information required from the Trust without getting into the dispositive provisions, which are (and should remain) confidential.

ASSIGNMENT OF PERSONAL PROPERTY:

This Assignment acts as the method of transferring all of your tangible personal property assets (generally such assets do not have a title or an ownership document) to your Trust (thereby avoiding the necessity or possibility of having to probate these assets).

INSTRUCTIONS FOR THE DISTRIBUTION OF MY PERSONAL PROPERTY:

This is an optional form and can be completed at any time (you should make copies of it for future use). This is where you can designate specific items of your tangible personal property (i.e., your "things") to go to certain people at your death. For example, "I give my diamond engagement ring to my daughter MARY"; "I give my stamp collection to my grandson MICHAEL SMITH"; etc. You should NOT, however, use this form to designate cash gifts or

specific trust assets. You can add to or change this form as often as you wish without having to amend your trust or execute a codicil to your Will; if you do add or delete a distribution, you should date and initial the addition or deletion (or complete a new form and destroy the old one).

WILL:

Your Will is commonly referred to as a "pour-over" will. Under the terms of the Will, any assets held by you which have not previously been transferred into your Trust will be added to the Trust at the time of your death (but may be subject to a probate administration in order to do so). The purpose of this is to make sure all of your assets (whether in the Trust or not) are distributed according to the dispositive plan set forth in the Trust.

DURABLE POWER OF ATTORNEY FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS:

This is your "general power of attorney" which is primarily intended to give your named agent the power to deal with any trust or non-trust assets in the event of your incapacity. Please be aware that this document does give your agent broad powers to dispose of, sell, convey and encumber your real and personal property; if you have any concern about granting such broad powers, please contact me at once.

ADVANCE DIRECTIVE:

The Advance Directive gives your named Agents the power to make medical decisions, sign consents and/or releases with hospitals and/or doctors [it conforms to the new Federal Laws (known as "HIPAA") with regard to the releases]. It also acts as your "living will" for end-of-life decisions.

FINAL DISPOSITION INSTRUCTIONS:

These Instructions give you the opportunity to specify how you wish your remains to be dealt with (i.e., cremation or burial); to provide information of any prior arrangements and to designate the persons to carry-out your wishes.

