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ATTORNEY GENERAL--OFFICE COPY

FILED

DEC 23 2013

KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: K. Yarborough, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

IN RE:

EVA LINDSKOG TRUST (AKA LIVEWIRE
LINDSKOG FOUNDATION)

THE PEOPLE OF THE STATE OF
CALIFORNIA,

Petitioner,

v.

WILLIAM SHINE, INDIVIDUALLY AND AS
TRUSTEE OF THE EVA LINDSKOG TRUST,
MARTY MANCEBO, INDIVIDUALLY AND AS
TRUSTEE OF THE EVA LINDSKOG TRUST,
THOMAS HARRINGTON, INDIVIDUALLY
AND AS TRUSTEE OF THE EVA LINDSKOG TRUST,
AND DOES 1-20, INCLUSIVE,

Respondents.

Case No.

PR

1305238

ATTORNEY GENERAL'S PETITION
FOR REMOVAL OF TRUSTEES,
APPOINTMENT OF RECEIVER, AND
AN ACCOUNTING; AND
DECLARATION OF SUSAN J. KAWALA
WITH EXHIBITS IN SUPPORT
THEREOF

[Request for Judicial Notice filed
concurrently herewith]

[Prob. Code, §§ 15002, 15004, 15202,
15403, 15642, 16002, 16004, 16006, 16009,
16049, 16102, 16400, 16420, 17000, 17005,
17200, 17203, 17210; Gov. Code, § 12598]

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Petitioner, the Attorney General of the State of California, seeks an order removing the
current trustees of the Eva Lindskog Trust, each of whom is named as a respondent in this

1 Petition, and appointing a Receiver to take over, manage, and control the affairs of the Eva
2 Lindskog Trust; conduct an accounting of all Trust assets; marshal, preserve and recover the Trust
3 assets that were wrongfully diverted; and to do all other things authorized by the Court.

4 JURISDICTION AND VENUE

5 1. Petitioner is the duly constituted Attorney General of California and in such capacity
6 is entitled to bring this Petition under Government Code section 12591, Probate Code sections
7 15002, 15004, 15462 and 17210, and common law, as the subject trust is a charitable trust under
8 the jurisdiction and supervision of the Attorney General.

9 2. The Petition is properly brought before this Court because the Marin County Superior
10 Court presided over all prior actions regarding the underlying testamentary trusts of Robert and
11 Eva Lindskog, including Marin County Superior Court Case Nos. PR055431 and PR045697.
12 (Prob. Code, § 17005, subd. (a)(2).) Moreover, the current trustees of the Eva Lindskog Trust, at
13 all times relevant, have engaged in conduct that violates the terms of a Settlement Agreement that
14 this court approved in an Order Approving Settlement Agreement, Filed-Endorsed July 28, 2008.¹
15 The Probate Code confers exclusive jurisdiction of proceedings concerning the internal affairs of
16 trusts to the superior court having jurisdiction over the trust. (*Id.* at § 17000, subd. (a).)

17 The factual allegations below are made under information and belief:

18 PARTIES

19 3. Petitioner is the Attorney General of the State of California and is charged with the
20 general supervision of all organizations and individuals who obtain, hold or control property in
21 trust for charitable and eleemosynary purposes. The Attorney General is authorized to enforce, in
22 the name of the People of this State, the provisions of the Supervision of Trustees and Fundraisers
23 for Charitable Purposes Act (Gov. Code, § 12580 *et seq.*), the Probate Code (Prob. Code, § 15000

24
25
26 ¹ Petitioner concurrently files a Request for Judicial Notice of Marin County Superior
27 Court Case No. PR055431, entitled *In re Lindskog 1995 Trust Dated August 1, 1995, Petition to*
28 *Remove Trustee, For Surcharge of Trustee; Objections to Trustee's Accounting; and For*
Financial Abuse of Elders, filed on November 30, 2005, because this earlier case contains
relevant historical facts and exhibits cited in this Petition.

1 *et seq.*, 16000 *et seq.*, and 17000 *et seq.*), and the Nonprofit Corporation Law (Corp. Code, §
2 5000 *et seq.*).

3 4. Respondent William Shine (“Shine”) has been a trustee of the Eva Lindskog’s
4 charitable remainder trust, presently known as the “Eva Lindskog Trust,” since her death in
5 January 2004. From 2004 to a date uncertain, Shine was also the sole trustee of the Lindskog
6 1995 Revocable Trust Agreement, dated August 1, 1995. As a trustee of the Eva Lindskog Trust,
7 Shine owes a fiduciary duty to the charitable beneficiaries of this Trust, who are the People of the
8 State of California. Shine also was and is the tax consultant for the Eva Lindskog Trust. Shine is
9 a resident of Mill Valley, California.

10 5. Respondent Marty Mancebo (“Mancebo”) has been a trustee of the Eva Lindskog
11 Trust since 2011. Mancebo is a long-time friend of Shine. Mancebo was appointed as a trustee
12 after the Attorney General initiated an audit of the Eva Lindskog Trust. As of September 2013,
13 Mancebo had no knowledge of the duties and responsibilities of a charitable trustee. As a trustee
14 of the Eva Lindskog Trust, Mancebo owes a fiduciary duty to the charitable beneficiaries of this
15 Trust. Mancebo is a resident of Walnut Creek, California.

16 6. Respondent Thomas Harrington (“Harrington”) has been a trustee of the Eva
17 Lindskog Trust since 2011. Harrington is a long-time friend of Shine. Harrington was appointed
18 as a trustee after the Attorney General initiated an audit of the Eva Lindskog Trust. As of
19 September 2013, Harrington had no knowledge of the duties and responsibilities of a charitable
20 trustee. As a trustee of the Eva Lindskog Trust, Harrington owes a fiduciary duty to the
21 charitable beneficiaries of this Trust. Harrington is a resident of San Francisco, California.

22 7. Respondent DOES 1-20 are the fictitious names of respondents who were trustees,
23 agents, or key employees of the Eva Lindskog Trust, and those who have acted on behalf of or as
24 agent, servant or employee of one or more of the named respondents and DOES 1-20, or who
25 have directly or indirectly participated or acted in concert with them in the acts and omissions
26 described in the Petition, but whose true names and capacities, whether individual, corporate or
27 otherwise, are presently unknown to petitioner. Petitioner will seek leave to amend this Petition
28 when their true names are discovered.

FACTUAL AND PROCEDURAL BACKGROUND

1
2 8. 1995 Trust. Robert and Eva Lindskog executed a testamentary trust entitled the
3 “Lindskog 1995 Revocable Trust Agreement,” dated August 1, 1995 (“1995 Trust”). A copy of
4 the 1995 Trust was filed with the “*Petition to Remove Trustee, For Surcharge of Trustee, For*
5 *Objections to Trustee’s Accounting; And Financial Abuse of Elders,*” in Marin County Superior
6 Court, Case No. PR055431. The above-cited Petition and the 1995 Trust are attached as Exhibit
7 A to the Declaration of Susan J. Kawala (“Kawala Declaration”), attached hereto and also filed in
8 support of Petitioner’s Request for Judicial Notice. The 1995 Trust designated Robert and Eva
9 Lindskog as the trustees, but, in or around 2001, Eva Lindskog (“Eva”) became the sole trustee
10 when Robert Lindskog began to suffer from dementia and Eva became his Attorney-in-Fact.

11 9. The 1995 Trust was amended by Eva on: February 20, 2002, December 9, 2003, and
12 August 27, 2003.

13 10. Creation of the Charitable Remainder Trust. In the February 20, 2002, amendment to
14 the 1995 Trust (“Amendment Number One”), Eva established a charitable remainder trust to be
15 named the “Livewire Lindskog Foundation” (“the Foundation”). (Exhibit A to Kawala
16 Declaration.)

17 11. A separate document, dated February 20, 2002, and entitled “The Terms of the
18 Livewire Lindskog Foundation,” lists “Prohibited Transactions” in Paragraph 11. (Exhibit B to
19 Kawala Declaration.) In accordance with Paragraph 11, the trustee is prohibited from: 1)
20 engaging in self-dealing transactions; 2) retaining business holdings that would subject the
21 charitable remainder trust to tax liability; and 3) making any investments that would subject the
22 charitable remainder trust to tax liability. (*Ibid.*)

23 12. In the August 27, 2003 amendment to the 1995 Trust (“Amendment Number Three”),
24 Eva sets forth the purpose for which the Foundation was to be formed: to advance “efforts in the
25 fields of the fine arts, education, human resources development, environmental conservation and
26 medicine, and advanc[e] the interests of other charitable organizations engaged in the foregoing
27 fields, without limiting the generality of the foregoing trust purposes.” (Exhibit A to Kawala
28 Declaration.)

1 13. On August 27, 2003, Eva also executed a governance document for the Foundation.
2 (Exhibit C to Kawala Declaration.) In Article Two, Subsection B of this document, Eva stated
3 that the Foundation “shall be qualified as a charitable trust and the Trustees shall do all things
4 necessary under federal, state and local law to qualify the [Foundation] as an exempt charitable
5 trust within the meaning of Section 501 of the Internal Revenue Code.” (*Ibid.*)

6 14. The Linskogs’ Estate. Robert and Eva Linskog invested in real estate during their
7 lifetime. (Exhibit E to Kawala Declaration, Settlement Agreement, p. 2.) Their real estate assets
8 were primarily residential multi-family properties that were operated as rental property to
9 generate income. Most of their real property assets were located in Marin County, California.

10 15. Eva died on January 20, 2004. Because Eva had been a trustee of the 1995 Trust and
11 was acting as Attorney-in-Fact for Robert Linskog, Shine became the sole trustee of the 1995
12 Trust after Eva’s death.

13 16. After Eva’s death, as the sole trustee of the 1995 Trust, Shine had a duty to obtain a
14 valuation for each of the 1995 Trust assets for the purpose of dividing those assets between the
15 Foundation and the 1995 Trust; to create the Foundation; to fund the Foundation from Eva’s share
16 of the assets; and to transfer title to the properties that constituted Eva’s share to the Foundation
17 in compliance with the provisions of the 1995 Trust and amendments thereto, and in compliance
18 with the law. (Prob.Code §16009 [duty to keep trust property separate and identified], and §
19 16049 [review of assets].) Shine did not fulfill the above-described duties upon Eva’s death, and,
20 as a result, there were no assets to constitute a corpus of Eva’s the charitable remainder trust (the
21 Foundation). (*Id.* at § 15202 [a trust is only created when the trust has property].)

22 17. In 2004, after Eva’s death, Shine was also charged with the responsibility of
23 transferring all bank accounts into the name of the Foundation in order to separate the charitable
24 trust assets from the remaining 1995 Trust assets, as required by Probate Code section 16009.
25 Shine failed to do so, and instead, all of the funds attributable to the Foundation remained
26 commingled with the 1995 Trust assets, and held in the name of the 1995 Trust. Shine also held
27 title to and managed all of Eva’s real property assets, which should have been transferred to the
28 Foundation, in the name of the 1995 Trust.

1 18. In his capacity as sole trustee of the Eva Lindskog Trust, Shine also employed his
2 personal tax preparation firm as a tax consultant for the Trust, an act prohibited under the Probate
3 Code. (Prob. Code, 16004, subd. (a) [trustee has a duty not to use or deal with trust property for
4 his own profit], and § 16102, subd. (a) [trustee shall not engage in any act of self-dealing].)

5 19. Prior Litigation. Between January 20, 2004 (date of Eva's passing) and November
6 30, 2005, Shine did nothing to begin the required valuation of the charitable trust assets from the
7 1995 Trust so that the Foundation could be formed and funded.

8 20. On November 30, 2005, Robert Lindskog's Conservator, Lois Watson, filed a petition
9 with this Court to remove Shine as trustee of the 1995 Trust, Case No. PR055431 (hereinafter the
10 "Watson Petition"). (Exhibit A to Kawala Declaration.)

11 21. In the Watson court proceedings, the Court ordered a forensic accounting, valuation
12 of the 1995 Trust assets, and a division of the assets. At the conclusion of the accounting and
13 valuation, a list of the 1995 Trust assets was generated and those assets were then divided
14 between Robert and Eva Lindskog's estates. A copy of the valuation is attached as Exhibit D to
15 the Kawala Declaration. At the time of the valuation in 2008, Eva's charitable trust assets, now
16 known as the Eva Lindskog Trust, were valued at approximately \$20 million.

17 22. Settlement of the Prior Litigation. A settlement of the Watson Petition was reached
18 in 2008. A Settlement Agreement ("2008 Settlement Agreement" or "Settlement Agreement")
19 was signed by all parties and approved by this Court on July 28, 2008. A copy of the Settlement
20 Agreement is attached as Exhibit E to the Kawala Declaration.

21 23. In the 2008 Settlement Agreement, the parties agreed that Shine would distribute the
22 assets of the 1995 Trust in accordance with the terms of the Settlement Agreement within ten (10)
23 days of the date of execution of the Settlement Agreement. (Exhibit E to Kawala Declaration.)
24 The 1995 Trust contained a "dissolution upon distribution" clause, pursuant to which the 1995
25 Trust should have ceased to exist after the distribution of assets. Shine signed the Settlement
26 Agreement as the sole trustee of the 1995 Trust. (*Ibid.*)

27 24. In the Settlement Agreement, William Shine also agreed that, after the distribution of
28 the 1995 Trust assets, he would "form the Foundation and allocate and distribute to it the

1 remaining assets pursuant to the provisions of [Eva's charitable] Trust." (Exhibit E to Kawala
2 Declaration.)

3 25. Failure to Comply with the Terms of the Settlement Agreement. As of August 2013,
4 Shine has failed to fund the Foundation by failing to distribute Eva's charitable trust assets to said
5 Foundation. Shine also has failed to dissolve the 1995 Trust. Therefore, Shine is in violation of
6 the terms of the 2008 Settlement Agreement and of his fiduciary duties as the trustee of Eva's
7 charitable trust.

8 **FACTS IN SUPPORT OF THE PETITION**

9 26. Plaintiff hereby realleges and incorporates by reference each and every allegation
10 contained in Paragraphs 1 through 25 above.

11 27. Failure to Fund the Livewire Lindskog Foundation. After the Court approved the
12 2008 Settlement Agreement, Shine had a duty to form a charitable foundation that conformed to
13 Eva's express instructions in the 1995 Trust documents. (Exhibit E to Kawala Declaration.)

14 28. On June 22, 2009, Shine filed Articles of Incorporation for a California nonprofit
15 public benefit corporation named "Livewire Lindskog Foundation" with the California Secretary
16 of State. (Exhibit F to Kawala Declaration.)

17 29. Since June 2009, Shine has failed to appoint any officers or directors; thus, there has
18 never been a properly constituted board of directors for this Foundation. Shine also failed to file
19 applications for state and federal tax-exempt status for this Foundation, or transfer Eva's
20 charitable trust assets to the Foundation. In 2013, the California Secretary of State suspended the
21 corporate status of the Foundation.

22 30. Shine claims he has been operating and managing the assets identified in the 2008
23 Settlement Agreement as Eva's charitable trust assets under the "Eva Lindskog Trust." Title to
24 all of the properties designated as Eva's charitable trust assets in the 2008 Settlement Agreement,
25 however, has been held in the name of the 1995 Trust. In mid-2013, after Petitioner opened her
26 investigation, Shine began the process of correcting the title to these properties, but he has not yet
27 completed the task.

1 31. Failure to Operate the Trust as a Charitable Entity. Shine has failed to operate the
2 Eva Lindskog Trust as a charitable trust which constitutes a “failure to act” under Probate Code
3 section 15642, subdivision (b)(4). Shine did not apply to the Internal Revenue Service (“IRS”)
4 or the California State Franchise Tax Board (“FTB”) to obtain tax-exempt status for the Eva
5 Lindskog Trust.

6 32. Shine, in his capacity as “tax consultant” to the Eva Lindskog Trust, prepared all of
7 the tax returns.

8 33. After Eva’s death, in his dual roles as tax consultant and trustee, Shine prepared and
9 signed the Estate Tax Return for Eva’s estate in 2005. The Return, which was filed with both the
10 IRS and the FTB, did not declare that Eva’s assets were held by a charitable trust. Instead, Shine
11 declared that the Estate of Eva Lindskog had donated approximately \$7 million to charity.
12 However, a \$7 million donation was never made to a charity, either in 2004, or in any subsequent
13 year.

14 34. Shine has also filed the wrong return form for a charitable entity. A private charitable
15 foundation or trust must file an IRS Form 990. Instead, Shine has filed IRS Form 1040 every
16 year since 2004 for the Eva Lindskog Trust.

17 35. Shine, whose personal business is that of preparing tax returns, knows or should have
18 known of his duty to notify the IRS of these filing errors, but to date, Shine has not done so.

19 36. Shine has failed to register the Eva Lindskog Trust with the Attorney General’s
20 Registry of Charitable Trusts. Initial registration was required within 30 days of receipt of
21 charitable assets by the Trust; that is, within 30 days of Eva’s death in January of 2004. (Gov.
22 Code, § 12585, subd. (a).)

23 37. Failure to Maintain Complete and Accurate Financial Records. Even after
24 completing the accounting ordered by the court in the Watson Petition proceedings, Shine failed
25 to maintain accounting records for the Eva Lindskog Trust adequate to account for all trust assets.
26 For instance, Shine has failed to maintain records sufficient to account for expenses and income
27 generated by the Eva Lindskog Trust.

1 38. After the Attorney General initiated an audit, Shine hired counsel and a forensic
2 accountant to try to re-create general ledgers to account for the income and expenses of the Eva
3 Lindskog Trust, from August 2005 forward. There is no proof that all income and/or expenses
4 have been documented, however, as Shine claims he is not in possession of all of the documents
5 necessary to do so.

6 39. Since 2004, Shine has failed to maintain a written record of the trustees' actions, such
7 as meeting minutes, in violation of the statutorily-imposed fiduciary duties applicable to all
8 trustees.

9 40. Failure to Identify and Separate the Property of the Charitable Trust. After Robert
10 Lindskog died in 2009, his share of the 1995 Trust assets was distributed to his heirs. After the
11 distribution, the 1995 Trust was to be dissolved pursuant to its terms. As the sole trustee of the
12 1995 Trust, Shine had the responsibility of transferring title to Eva's charitable trust assets into
13 either the Eva Lindskog Trust or the Foundation. Shine failed to do so; nor did he transfer title
14 after the execution of the 2008 Settlement Agreement. Shine did not begin to transfer title from
15 the 1995 Trust to the Eva Lindskog Trust until August of 2013.

16 41. Even after agreeing to form and fund the Foundation as a condition of the settlement
17 of the Watson Petition, Shine has failed to obtain tax-exempt status for the Foundation and has
18 failed to fund the Foundation. As of August of 2013, title to most of the real property assets and
19 bank accounts to be distributed to the Foundation were still held in the name of the 1995 Trust.

20 42. Self-Dealing Transactions. Shine paid himself from the Eva Lindskog Trust and the
21 1995 Trust bank accounts for services provided as a tax consultant. Between 2004 and the
22 conclusion of the Watson Petition proceedings, Shine paid himself a retainer of \$1,900 per month,
23 plus fees calculated in billable hours. Shine failed to obtain bids from other accounting firms to
24 determine whether his retainer and fees were reasonable. A trustee has a duty to use trust
25 property for the benefit of the trust beneficiaries and not for his own profit, and a trustee is
26 prohibited from taking part in "any transaction in which the trustee has an interest adverse to the
27 beneficiary." (Prob. Code, §16004, subd. (a).) "The trustee has a duty to administer the trust
28 solely in the interest of the beneficiaries." (*Id.* at § 16002, subd. (a).) Probate Code section

1 16102, subdivision (a), specifically prohibits trustees from engaging in self-dealing. Shine's
2 transactions with his own tax consulting firm, while he was also serving as trustee of the Eva
3 Lindskog Trust and the 1995 Trust, violate these statutory provisions.

4 43. Diversion of Charitable Assets. Since 2008, Shine has failed to make any charitable
5 donations out of the Eva Lindskog Trust. Instead, Shine has used Eva's charitable trust assets to
6 make loans to third parties, including his business associates and friends, without performing any
7 research or investigation to determine the borrower's credit-worthiness and the risks of such
8 loans. Shine has since foreclosed on more than one of these borrowers, to the detriment of the
9 charitable beneficiaries. Shine has breached his fiduciary duty by diverting charitable assets for
10 purposes unrelated to the Trust.

11 44. In April 2012, Shine, along with Mancebo and Harrington, made the first charitable
12 donations in an amount totaling approximately \$290,000. These donations were made after the
13 Attorney General initiated her audit. The donations were made to charitable organizations with
14 accompanying letters on the letterhead of the "1995 Trust."

15 45. Failure to Review Assets. Shine, Mancebo and Harrington each had a duty under
16 Probate Code section 16049 to assure that the assets of the Eva Lindskog Trust were held in
17 compliance with the purposes, terms, distribution requirements and other requirements of the
18 Trust. Each of the three trustees has consistently failed to comply with the requirements of
19 Probate Code section 16049.

20 46. Failure to Comply with Requirements for Serving as a Trustee. Mancebo and
21 Harrington had no prior experience as charitable trustees and have failed to become
22 knowledgeable of their fiduciary duties under Probate Code section 16000 *et seq.*

23 47. Mancebo and Harrington have also failed to ensure that the books and records of the
24 Eva Lindskog Trust are complete and accurate and have failed to account for all of the charitable
25 assets held by that Trust. They also have failed to ensure that title to each of the real property
26 assets attributable to the Eva Lindskog Trust has been transferred into the name of the Eva
27 Lindskog Trust.

28

1 48. Mancebo and Harrington, since becoming trustees of the Eva Lindskog Trust, have
2 failed to apply for federal or state tax-exempt status for the Eva Lindskog Trust; nor have they
3 funded the Foundation.

4
5 **FIRST CAUSE OF ACTION**
6 **For Breach of Fiduciary Duty and Removal of Trustees**
7 **(Probate Code §§ 15642, 16049, 16420, 17200)**
8 **Against Trustees Shine, Mancebo and Harrington**

9 49. Plaintiff hereby realleges and incorporates by reference each and every allegation
10 contained in Paragraphs 1 through 48 above.

11 50. Probate Code sections 16420 and 17200 authorize the removal of a trustee as a
12 remedy for a breach of trust duties. A beneficiary of a trust may bring a petition to remove a
13 trustee when the trustee commits a breach of trust (Prob. Code, § 15642(b)(1)) and/or when a
14 trustee fails or declines to act (Prob. Code, § 15642(b)(4)). The Attorney General represents the
15 ultimate beneficiaries of charity in this matter, pursuant to her common law and statutory power.
16 (*Holt v. College of Osteopathic Physicians & Surgeons* (1964) 61 Cal.2d 750, 754.)

17 51. Probate Code section 16000 *et seq.* sets forth a trustee's fiduciary duties in the
18 administration of a trust. Trustees Shine, Mancebo, and Harrington have breached the following
19 fiduciary duties: the duty to administer the trust solely in the interest of the beneficiaries; the duty
20 to use the property solely for the benefit of the trust beneficiaries and not for their own profit or
21 for any other purpose unconnected with the trust; the duty to take reasonable steps to preserve the
22 trust property; the duty to keep the trust property separate from other property not subject to the
23 trust and to assure that the property is designated as property of the trust; and the prohibition on
24 self-dealing transactions. (Prob. Code, §§ 16002, subd. (a), § 16004, subd. (a), 16006, 16009,
25 16102.)

26 52. Shine breached the above-cited duties by:

27 a. Failing to apply for and obtain tax-exempt status for either the Foundation or the
28 Eva Lindskog Trust from the IRS and FTB;

b. Failing to fund the Foundation pursuant to the terms of the 2008 Settlement
Agreement;

- 1 c. Failing to donate \$7 million to a charity as claimed in the 2005 Estate Tax Return
2 filed on behalf of Eva's Estate;
- 3 d. Failing to keep complete and accurate financial records and subsequently
4 attempting to re-create general ledgers using partial or inaccurate information;
- 5 e. Failing to make required charitable donations from 2004 through 2011;
- 6 f. Failing to separate the assets of the Eva Lindskog Trust from the 1995 Trust;
- 7 g. Failing to transfer title of real property assets from the 1995 Trust to the Eva
8 Lindskog Trust;
- 9 h. Lending money from the Eva Lindskog Trust to unqualified borrowers;
- 10 i. Hiring Shine's own firm as tax consultant to the Eva Lindskog Trust and the 1995
11 Trust;
- 12 j. Failing to register either the Foundation or the Eva Lindskog Trust with the
13 Attorney General's Registry of Charitable Trusts;
- 14 k. Filing the wrong federal and state tax return forms, and thereafter, failing to correct
15 the errors with the IRS and the FTB;
- 16 l. Failing to adequately account for the Eva Lindskog Trust expenses and fees;
- 17 m. Failing to adequately document income received from rental of the Eva Lindskog
18 Trust property;
- 19 n. Diverting charitable assets to personal use.

20 53. Mancebo and Harrington breached their fiduciary duties as trustees of the Eva
21 Lindskog Trust by:

- 22 (a) Failing to become knowledgeable of their statutorily-imposed fiduciary duties as
23 trustees;
- 24 (b) Failing to use due diligence in the management of the Eva Lindskog Trust assets;
- 25 (c) Failing to determine that the Eva Lindskog Trust did not have state or federal tax-
26 exempt status;
- 27 (d) Failing to determine that the Eva Lindskog Trust was not maintaining complete
28 and accurate books and records;

- 1 (e) Failing to register the Eva Lindskog Trust with the Registry of Charitable Trusts;
2 and
3 (f) Failing to determine that Shine was in breach of trust.

4 **SECOND CAUSE OF ACTION**
5 **For An Accounting**
6 **(Probate Code §§ 17200 and 16420)**
7 **Against Trustee Shine**

8 54. Plaintiff hereby realleges and incorporates by reference each and every allegation
9 contained in Paragraphs 1 through 53 above.

10 55. Probate Code sections 16420 and 17200 provide for an accounting of trust assets as a
11 remedy for breach of fiduciary duty.

12 56. The Attorney General seeks an accounting because:

13 a. The Eva Lindskog Trust general ledgers are incomplete and inaccurate,
14 including the documentation of its income and expenses;

15 b. No billing invoices have been produced to support the legal fees paid by the
16 Trustee;

17 c. Trustee Shine has failed to adequately document the use of the funds received
18 from the sale of the Eva Lindskog Trust real properties;

19 d. Trustee Shine has failed to account for the proceeds of sale of real property
20 assets of the Eva Lindskog Trust that Shine has sold from 2008 to the present; and

21 e. To account for all Eve Lindskog Trust assets from the date of this Court's
22 Order on July 28, 2008, to the present.

23 57. Petitioner requests that this Court order an accounting to be performed by the
24 Receiver, and filed with the Court. Petitioner further requests that this Court order respondent
25 Shine to personally pay the costs of such accounting.

26 ///

27 ///

28 ///

///

THIRD CAUSE OF ACTION
Removal of Trustees and Appointment of Receiver
(Probate Code §§ 16420 and 17200)
Against Trustees Shine, Mancebo and Harrington

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2
3 58. Plaintiff hereby realleges and incorporates by reference each and every allegation
4 contained in Paragraphs 1 through 57 above.

5 59. Probate Code sections 15642 and 17200 permit the removal of trustees as a remedy
6 for breach of trust duties. Pending a decision on a petition for removal of a trustee, the court may
7 compel a trustee to surrender trust property to a receiver when, as here, trust property or the
8 interests of a beneficiary would continue to suffer loss or injury unless so ordered. (Prob. Code, §
9 15642, subd. (e).)

10 60. The removal of Shine, Mancebo and Harrington as trustees of the Eva Lindskog
11 Trust, the appointment of a receiver, and the trustees' surrender of the trust property to a receiver
12 are necessary to protect the charitable assets, to account for all Trust assets, and to manage the
13 affairs of the Eva Lindskog Trust.

14 61. The Attorney General recommends appointing David A. Bradlow as Receiver until
15 the accounting is completed and filed with the Court. After the Receiver has traced and
16 completed the marshaling of all of the Eva Lindskog Trust's assets, the Attorney General would
17 file a separate petition for approval to appoint Mr. Bradlow as the successor trustee of the Eva
18 Lindskog Trust, or request other appropriate remedies under the circumstances. A true and
19 correct copy of the resume of David A. Bradlow is attached as Exhibit G to the Kawala
20 Declaration.

PRAYER FOR RELIEF

21
22 WHEREFORE, petitioner prays for an Order:

23 1. Removing William Shine, Marty Mancebo and Thomas Harrington as trustees
24 of the Eva Lindskog Trust;

25 2. For trustees William Shine, Marty Mancebo, and Thomas Harrington to
26 surrender all of the assets of the Eva Lindskog Trust to the receiver appointed by this court;
27
28

1 3. Appointing David A. Bradlow as Receiver for the Eva Lindskog Trust to
2 marshal, preserve and control the Trust assets, and to do any other things authorized by this
3 Court;

4 4. For a full accounting of all of the real property and all additional assets of the
5 Eva Lindskog Trust to be conducted by the Receiver and paid for by Shine, personally;

6 5. Suspending the funding of the Livewire Lindskog Foundation until such time as
7 the Receiver has marshaled all of the assets identified in the 2008 Settlement Agreement as Eva's
8 share of the assets in the 1995 Trust and a full accounting has been completed;

9 6. Compelling Shine to redress his breaches of fiduciary duty by imposing
10 appropriate remedies under Probate Code section 16420, including repayment to the Eva
11 Lindskog Trust of all funds and other assets wrongfully taken, with interest at the legal rate from
12 date of each such taking;


13 7. Awarding petitioner attorney's fees and costs, including actual costs incurred in
14 conducting this proceeding, pursuant to Government Code section 12598, subdivision (b); and

15 8. For any other legal and equitable relief that this Court may deem just and
16 proper.

17 Dated: December 23, 2013

18 Respectfully Submitted,

19 KAMALA D. HARRIS
20 Attorney General of California
21 ELIZABETH S. KIM
22 Supervising Deputy Attorney General

23 
24 _____
25 SUSAN J. KAWALA
26 Deputy Attorney General
27 *Attorneys for the People of the State of*
28 *California*

26 SF2011201403

1 **DECLARATION OF SUSAN J. KAWALA**

2 I, Susan J. Kawala, declare as follows:

3 1. I am employed by the California Department of Justice as a Deputy Attorney
4 General in the Charitable Trusts Section of the Attorney General's Office. I am licensed to
5 practice before all of the courts of the State of California. I am the attorney assigned to the
6 above-entitled matter. The matters stated in this declaration are true and correct, and based on my
7 own personal knowledge, except as to those matters which are stated on information and belief,
8 and as to those matters, I believe them to be true. If called upon to do so, I could and would
9 competently testify thereto:

10 2. A true and correct copy of the *Petition to Remove Trustee, For Surcharge of*
11 *Trustee; Objections to Trustee's Accounting; and For Financial Abuse of Elders*, with attached
12 exhibits, filed on November 30, 2005, is attached hereto as Exhibit A.

13 3. A true and correct copy of "The Terms of the Livewire Lindskog Foundation,"
14 dated February 20, 2002, is attached as Exhibit B.

15 4. A true and correct copy of the trust governance document for the Livewire
16 Lindskog Foundation, dated August 27, 2003, is attached as Exhibit C.

17 5. A true and correct copy of the Court-approved valuation of the assets of the 1995
18 Trust and a division of those assets between Robert and Eva Lindskog's shares of the 1995 Trust,
19 is attached hereto as Exhibit D.

20 6. A true and correct copy of the Order Approving the Settlement Agreement for
21 Case No. PR055431, which was signed by all of the parties and approved by the Court on July 28,
22 2008, is attached as Exhibit E.

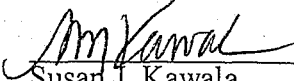
23 7. A true and correct copy of the Articles of Incorporation for a California nonprofit
24 public benefit corporation named the Livewire Lindskog Foundation, filed by William Shine with
25 the California Secretary of State in 2009, produced by Shine and his attorneys, is attached as
26 Exhibit F.

27 8. A true and correct copy of the resume of David Bradlow, the Receiver nominated
28 by the Attorney General, is attached as Exhibit G.

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

Executed on December 23, 2013, at San Francisco, California.



Susan J. Kawala
Deputy Attorney General

Exhibit A

1 Paul J. Barulich, Esq. (State Bar No. 118012)
2 Mario B. Muzzi, Esq. (State Bar No. 191867)
3 Barulich, Schoknecht, Dugoni Law Group, Inc.
4 231 Second Avenue
5 San Mateo, CA 94401
6 Telephone No.: 650.292.2900
7 Facsimile No.: 650.292.2901
8 Email Address: paul@bsdlg.com
9 mario@bsdlg.com

10 Attorneys for Petitioner
11 Lois Watson, Conservator and Trustee

FILED

NOV 30 2005
J Chen
MARIN COUNTY SUPERIOR COURT
By: J. Chen, Deputy

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF MARIN

14 In Re:

15 ^{PK} 055431
16 CASE NO.

17 **LINDSKOG 1995 REVOCABLE
18 TRUST AGREEMENT, DATED
19 AUGUST 1, 1995**

20 **PETITION TO REMOVE TRUSTEE, FOR
21 SURCHARGE OF TRUSTEE; FOR
22 OBJECTIONS TO TRUSTEE'S
23 ACCOUNTING; AND FOR FINANCIAL
24 ABUSE OF ELDERS**

25 Lois Watson, as Conservator of the Person
26 And Estate of Robert Lindskog and as
27 Trustee of the Robert Lindskog 2004
28 Trust,

[Prob. Code §16000, §16400, et seq., §16420;
§17000, §17200(a), (b)(5), (7), (9), (10) and
(12); Cal. Welf. & Inst. Code §15610.30;
Civil Code §1761; §3294, and §3345]

Plaintiff,

Date : FEB 06 2006

v.

Time : 9:00 am

Dept. : (Probate)

William Shine, individually and as Trustee
of the Lindskog 1995 Revocable Trust,
dated August 1, 1995, as amended; Janis
Barker, individually; Cal-Marine Real
Estate Services, Inc., a California
corporation; and Does 1-100, Inclusive,

Defendants.

Petitioner, Lois Watson, in her multiple fiduciary capacities described hereinafter, hereby
files her Petition to Remove Trustee, For Surcharge of Trustee, For Objections to Trustee's
Accounting and For Financial Abuse of Elders (hereinafter the "Petition") and alleges as follows:

FACTUAL AND PROCEDURAL BACKGROUND

1.

PAID 27 11/20/05

1 1. The Lindskog Family. Robert Lindskog (hereinafter "Robert") and Eva Lindskog
2 (hereinafter "Eva")¹, were husband and wife and married for 33 years. Eva died on January 24,
3 2004. Eva and Robert had one (1) common child whose name is Anthony Lindskog (hereinafter
4 "Tony"). Robert has two (2) children from a prior marriage whose names are Laura Lindskog
5 (hereinafter "Laura") and Allan Lindskog (hereinafter "Allan"). Robert also had one child who
6 predeceased him whose name was Linda Puente (hereinafter "Linda"). Linda is survived by three
7 children whose names are Jennifer Puente Malak (hereinafter "Jennifer"), Melissa Puente
8 (hereinafter "Melissa") and Andrew Puente (hereinafter "Andrew").

9 2. Robert's Conservatorship. Robert is 88 years of age and suffers from physical and
10 mental impediments as a result of Alzheimer's. At the request of Robert's children, Petitioner
11 was appointed by this Court as the Conservator of Robert's Estate (Case #PR045697, by Court
12 Order, dated August 23, 2004).² Since her appointment, Petitioner has continued to serve as
13 Robert's Conservator (as well as trustee of Robert's Trust as described in Paragraph 3 d) below).

14 3. Lindskog 1995 Revocable Trust Agreement. Prior to Eva's passing, she and
15 Robert established the Lindskog 1995 Revocable Trust Agreement, dated August 1, 1995
16 (hereinafter the "Lindskog Trust" a true and complete copy of which is attached hereto as Exhibit
17 "A"). Robert resigned as trustee on January 2, 2001. Thereafter, the Lindskog Trust was
18 amended on: (i) February 20, 2002; (ii) December 9, 2002, and (iii) August 27, 2003 (all by Eva
19 individually, and as Robert's Attorney-in-Fact, acting under a Uniform Statutory Form Power of
20 Attorney, dated October 22, 1997). True and complete copies of the amendments are attached
21 hereto as Exhibits "B-1," "B-2" and "B-3" respectively. A true and complete copy of the
22 Uniform Statutory Form Power of Attorney is attached hereto as Exhibit "C."

23 a) Trust Estate. Robert and Eva were active in real estate acquisition and
24 management. Robert's primary business objective was to acquire residential real property
25 located in Marin and Sonoma Counties, hold and maintain the properties. Robert was

26
27 ¹ Interested family members are referred to by their first names for ease of clarity without intending any disrespect
to such parties.

28 ² Prior to the appointment as permanent Conservator, Petitioner was appointed by the Court as Temporary
Conservator on June 18, 2004.

1 active in the management and control of his real property holdings. At the time of Eva's
2 death, the Lindskog Trust estate was valued at approximately \$40,000,000.00, consisting
3 mostly of the real property holdings with the remaining estate (less than 10%) consisting
4 of cash, securities and other miscellaneous assets.

5 b) Trustee and Representatives. William Shine, the sole, successor trustee of
6 the Lindskog Trust (hereinafter referred to as the "Trustee"), accepted appointment as
7 Trustee following Eva's passing. The Trustee has retained the services of Vincent
8 DeMartini, Esq., (hereinafter referred to as "DeMartini"), as counsel regarding the
9 Lindskog Trust administration. In addition, the Trustee has retained the real property
10 management services of Janis Barker (hereinafter referred to as "Barker"), previously
11 employed by Robert and Eva in such capacity.

12 c) Trust Dispositive Provisions. The Lindskog Trust, as amended, provides
13 that upon Eva's death the entirety of Eva's one-half of the community estate is to be
14 allocated to the Livewire Lindskog Foundation, a California not-for-profit private
15 foundation (hereinafter the "Foundation"), which is to be established by the trustee upon
16 completion of the Lindskog Trust administration. Together, the Trustee, DeMartini and
17 Barker constitute the board of directors for the Foundation (sometimes hereinafter referred
18 to as the "Board of Directors"). The remaining balance of the Lindskog Trust estate,
19 consisting of Robert's share of the community property, is allocated to a revocable
20 survivor's trust as provided under the Lindskog Trust.

21 d) Robert's 2004 Trust. Petitioner, in her capacity as Robert's Conservator,
22 filed her Petition for Substituted Judgment with this Court to terminate and restate the
23 survivor's trust under the Lindskog Trust. On or about August 11, 2004, the Substituted
24 Judgment was granted by this Court and the survivor's trust was effectively restated by
25 the Court's Order (hereinafter "Robert's 2004 Trust). Petitioner was also appointed the
26 sole trustee for Robert's 2004 Trust and has continued to act in her capacity since such
27 appointment. Upon Robert's death, the balance of his estate is to be distributed to his
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1 children, in substantially equal shares, by right of representation (Linda's share is to be
2 distributed equally between Jennifer, Melissa and Andrew).

3 e) Administrative Trust. The Lindskog Trust is in its administrative phase;
4 that is to say, following Eva's death, the trustee must complete the valuations of all
5 Lindskog Trust assets, recognize all proper debts and expenses, and allocate and fund the
6 remaining balance of the Lindskog Trust estate between the survivor's trust (now Robert's
7 2004 Trust) and the Foundation. The administrative phase is ongoing and not yet
8 completed by the Trustee.³

9 4. Disputes Regarding Trustee and Agents. During the course of the Lindskog Trust
10 administration, Petitioner became aware of several discrepancies, misstatements, hidden and
11 undisclosed fees, commissions and costs of the Trustee and his agents. In addition, the Petitioner
12 has discovered hidden and undisclosed documents and legal instruments providing benefits to the
13 Trustee or his agents, and accounting irregularities that were not disclosed by the Trustee or his
14 counsel upon request. Petitioner, through her counsel, has worked diligently to gain accurate and
15 trustworthy information from the Trustee. The parties have been unable to agree upon
16 adjustments and off sets regarding Petitioner's disputed charges and costs. Petitioner believes,
17 and therefore alleges (as set forth herein) that the Trustee (and his agents) has committed several
18 acts of self-dealing, theft, and stands in a position of conflict as a member of the Board of
19 Directors, all resulting in financial injury to the Lindskog Trust, to Robert, and to Robert's estate,
20 all as more specifically set forth below.

21 5. Companion Petition. Filed in these proceedings contemporaneously herewith is
22 Petitioner's "Petition for Instructions" setting forth issues regarding the interpretation and effect
23 of the Lindskog Trust amendments executed by Eva, both in her individual capacity and in her
24 capacity as agent under the power of attorney. Matters pertaining to this petition will be affected,
25

26
27 ³ This Court reviewed and considered in Petitioner's earlier conservatorship pleadings (under Probate Code §
28 21320) whether the Lindskog Trust was irrevocable as to Robert's interest therein. The Court determined and
ordered that the Conservator, acting on behalf of the Conservatee, cannot violate the no contest provisions of the
Lindskog Trust that remained revocable by Robert through his Conservator.

1 in part, by the Court's review and determination of the issues presented in the Petition for
2 Instructions.

3 **PARTIES**

4 6. Petitioner. Petitioner brings this action in her capacities as Conservator of the
5 Estate of Robert and as trustee of Robert's 2004 Trust, based on the following:

6 a) Conservatorship of Estate. Petitioner brings this action on behalf of Robert
7 who is legally incapable to bring this action in his individual capacity. Pursuant to
8 *California Probate Code* § 2462, Petitioner is the proper person to bring this action
9 against the parties named herein.

10 b) Robert's 2004 Trust. Petitioner also brings this action as the current and
11 acting trustee for Robert's 2004 Trust. Pursuant to *California Probate Code* § 16010, the
12 trustee is the proper person to bring and enforce claims that are part of Robert's 2004
13 Trust property.

14 7. William Shine. William Shine is the current acting, sole Trustee for the Lindskog
15 Trust. Mr. Shine has also acted in his capacity as accountant for Robert and Eva, and as the
16 accountant for the Lindskog Trust estate. Pursuant to *California Probate Code* §§ 16249, 16400
17 and 16401, William Shine, in his fiduciary capacities as Trustee and as an accountant to the
18 Lindskog Trust, is the proper person to defend against the Petitioner's claims in this action.

19 8. Janis Barker. Ms. Barker has acted as an agent of the Trustee, directly, and
20 through her wholly owned and operated company, Cal Marin Real Estate Services, Inc., a
21 California corporation (hereinafter "Cal Marin"). Pursuant to *California Probate Code* §§ 16249
22 and 16401, Barker is the proper person to defend against the Petitioner's claims in this action.

23 9. Cal Marin. Cal Marin is the corporate form under which Barker has contracted
24 real estate management services with the Trustee for Lindskog Trust. As an agent of the Trustee
25 and the alter ego of Barker, Cal Marin is the proper person to defend against the Petitioner's
26 claims in this action.

1 10. Does 1-100. The true names and capacities, whether individual, corporate,
2 associative or otherwise, of Defendants Does 1 through 100, inclusive, are unknown to Petitioner,
3 who therefore, files this action against such Defendants by such fictitious names pursuant to *Code*
4 *of Civil Procedure* §474. Petitioner further alleges that each of such fictitious Defendants is in
5 some manner responsible for the acts and occurrences herein set forth. Petitioner will amend this
6 action to show such fictitious Defendants' true names and capacities when same are ascertained,
7 as well as the manner in which each fictitious Defendant is responsible.

8 11. Defendants, Generally. Petitioner is informed and believes and therefore alleges
9 that, at all times herein mentioned, each of the Defendants was an agent, servant, employee and/or
10 joint venturer of each of the remaining Defendants, and was at all times acting within the course
11 and scope of such agency, service, employment and/or venture.

12 12. Defendants, Individually. Defendants, and each of them, are individually sued as a
13 participant and aider and abettor in the wrongful activities complained of herein, and the liability
14 of each arises from the fact that each has engaged in all or part of the improper acts, plans,
15 schemes, or transactions complained of herein.

16 JURISDICTION AND VENUE

17 13. Subject Matter Jurisdiction. This action is brought against the Trustee and his
18 agents regarding the Lindskog Trust administration, and to recover monetary damages under
19 statutory and common law remedies. The Probate Court has exclusive jurisdiction over the
20 internal affairs of the Lindskog Trust (California Probate Code § 17000).

21 14. Venue. Petitioner has already established this Court as the proper venue regarding
22 all matters relating to Robert's Conservatorship (Case #PR045697). Petitioner believes and
23 therefore alleges that Marin is the proper county in which to prosecute this action.

24 STATEMENT OF THE CASE

25 15. Overview. During the course of the Lindskog Trust administration, Petitioner has
26 attempted to gain all records, asset and debt documentation, accountings, and related information
27 that concern the management of assets held under the Lindskog Trust. Much of what Petitioner
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1 received from the Trustee has proven to be inaccurate, deceptive or false, and indicates that the
2 true facts and circumstances benefit the Trustee (or his agents) to the detriment of the Linskog
3 Trust and Robert. Based upon the following allegations, the Trustee has, directly and indirectly,
4 committed several breaches of trust which are actionable as set forth herein.

5 16. Trustee's Concealment of Trust Contracts. Petitioner, on behalf of Robert,
6 requested an accounting from Trustee, as part of the Linskog Trust administration. In response,
7 Trustee provided an accounting which failed to comply with *California Probate Code* §16063. In
8 reviewing Trustee's purported accounting, Petitioner noticed a large expense to Cal Marin,
9 itemized as real estate service fees. Petitioner then requested Trustee to provide the backup for
10 this expense, including copies of all contracts and invoices between Cal Marin and Trustee.
11 Trustee initially failed to provide copies of any written contracts on grounds that such contracts
12 did not exist. Contrary to Trustee's assertion, Petitioner learned from sources other than Trustee
13 that at least two written contracts indeed existed; one contract between Barker and Eva executed
14 on March 13, 1999, and the other contract between Cal Marin and Trustee executed February 1,
15 2004. Petitioner further learned that the Cal Marin and Eva contract was in effect and enforceable
16 after Eva's death. Notwithstanding, Trustee and Cal Marin executed a new contract only six days
17 after Eva's death that essentially tripled Cal Marin's compensation. In response to a second
18 request by Petitioner for contracts, Trustee provided only a copy of the contract executed on
19 February 1, 2004.

20 17. Double Billing, Excessive Fees and Commission by Barker. Petitioner has
21 analyzed the rate of compensation charged by Cal Marin comparing such rate to other real estate
22 management firms in the Bay Area region. Petitioner has found that the Linskog Trust and
23 Robert have been paying for fees that are not only over market but also for fees based on rents
24 never collected. Furthermore, Petitioner's review of Cal Marin's invoices revealed that the
25 Linskog Trust had been double billed for monthly management fees. In addition, Petitioner
26 discovered that Barker allowed friends, contractors, vendors and other parties to live rent free in
27 properties which she managed. Not only were such parties allowed to live rent free to the
28

1 detriment of Robert and the Lindskog Trust, but Barker also paid herself a commission for the full
2 rental value of such properties. Barker also occupied an apartment without paying rent and again
3 paid herself a commission for the full rental value of the apartment. Petitioner is informed and
4 believes and therefore further alleges that Barker received other undisclosed compensation to the
5 detriment of Robert and the Lindskog Trust, including, but not limited to, unpaid use of Lindskog
6 Trust office space, and the use of Lindskog Trust funds for payment of personal expenses.

7 18. Conversion of Trust Assets and Destruction of Evidence. Petitioner alleges that
8 the Trustee has effectively abdicated his fiduciary responsibilities regarding the management of
9 Lindskog Trust real properties to Barker without benefit of oversight, monitoring or periodic
10 review of Barker's performance. Petitioner further alleges that Barker improperly removed
11 appliances, fixtures and other personal assets from the real properties owned by the Lindskog
12 Trust. Petitioner further alleges that Barker personally destroyed, or ordered the destruction of,
13 financial records pertaining to Lindskog Trust assets, and the management of its real estate
14 holdings. Petitioner further alleges that the destruction of documents was undertaken for the
15 purpose of concealing theft and self-dealing transactions of Barker and Trustee. Petitioner further
16 alleges that Barker negotiated lease agreements wherein tenants would pay her in cash for more
17 than what was reported on the lease agreement. The difference between what was reported and
18 what was received was then kept by Barker.

19 19. Trustee's Failure to Disclose Investments Giving Rise To Potential Conflict of
20 Interest. Petitioner alleges that the Trustee failed to disclose personal investments in assets that
21 were also Lindskog Trust investments. Petitioner is informed and believes and therefore alleges
22 that these investments create a potential conflict of interest that was never disclosed to Petitioner.
23 Again, in reviewing Trustee's purported accounting, Petitioner noticed assets listed as Notes
24 Receivable. Petitioner then requested Trustee to provide the copies of these notes and provide an
25 explanation regarding the nature of the investments. Trustee's initial response was that he was not
26 aware of the circumstances regarding the origination of these notes. Ironically, Petitioner learned
27 from reviewing the notes that Trustee and his wife were in fact payees on one of the notes. Upon
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1 discovery of said note, Petitioner requested further information to explain the apparent conflict of
2 interest. However, Trustee failed to provide any such information.

3 20. Trustee's Accounting Services Double Billed and Never Performed. Petitioner
4 alleges that Trustee established a regular, monthly fee in his capacity as the accountant for the
5 Lindskog Trust. Petitioner further alleges that such accounting services were never rendered,
6 accounting reports were never produced, and no ascertainable work product exists to justify the
7 monthly fee by Trustee. Petitioner further alleges that Trustee also double billed for such services
8 never performed. Petitioner further alleges that Trustee lacked the appropriate licenses from the
9 State of California or the Internal Revenue Service to have provided such services.

10 21. Dilatory Actions by Trustee. Mentioned above, Eva died on January 24, 2004.
11 The United States Estate (and Generation-Skipping Transfer) Tax Return (Form 706) together
12 with the California Estate Tax Return (Form ET-1) (collectively referred to herein as the "Estate
13 Tax Returns") were due on October 24, 2004 (the initial filing date). If a timely extension was
14 filed by the Trustee, the due date for such returns would be no later than April 24, 2005.
15 Petitioner has asked Trustee repeatedly for copies of the Estate Tax Returns. Trustee has failed to
16 produce such copies. Petitioner is informed and believes that Trustee has failed to prepare and
17 timely file the Estate Tax Returns. This has prevented Petitioner from filing timely and accurate
18 income tax returns which affects Robert's and his family's income tax returns. These income tax
19 returns are now delinquent and are subject to interest and penalties. Petitioner further alleges that
20 Trustee has failed to properly maintain Trust assets and has allowed Trust assets to waste.
21 Petitioner has received notice from the City of San Rafael that Trustee has failed to remedy forty-
22 seven housing code violations on a Lindskog Trust real property, resulting in an administrative
23 hearing scheduled for November 16, 2005.

24 **FIRST CAUSE OF ACTION**
25 *(Breach of Trust by Trustee)*

26 As and for a first cause of action against Trustee, Petitioner alleges that:
27
28

1 22. Incorporation. Petitioner hereby incorporates by reference Paragraphs 15 through
2 21, above, as though fully set forth hereinafter. This cause of action is brought pursuant to
3 *California Probate Code* §16400 *et seq.*, and is asserted against the Trustee.

4 23. Trustee's Standard of Care. Trustee is held to a standard of care in administering
5 the Lindskog Trust requiring reasonable care, skill, and caution under the circumstances then
6 prevailing that a prudent person acting in a like capacity would use in the conduct of an enterprise
7 of like character and with like aims to accomplish the purposes of the trust as determined from the
8 trust instrument. (*California Probate Code* §16040(a).) The Trustee has not met his standard of
9 care regarding the applicable duty analyzed below.
10

11 24. Trustee's Duty of Loyalty. The Trustee owes to the Petitioner a duty of loyalty to
12 administer the trust, as set forth in *California Probate Code* §16002(a): “[t]he trustee has a duty
13 to administer the trust solely in the interest of the beneficiaries.”

14 25. Breach of Trust. Petitioner believes and therefore alleges that Trustee violated his
15 duty of loyalty by failing to disclose his self dealing, commingling and conflict of interest to the
16 Lindskog Trust; and, by failing to provide documentation to Petitioner regarding the Trustee's
17 business transactions with the Lindskog Trust, whether in his capacity as accountant or otherwise.
18

19 26. Damages. The actions taken by Trustee set forth above were in all respects
20 intentional or grossly negligent and in disregard or deliberate contempt for the duty of loyalty to
21 which the Trustee is held. As a proximate result of the Trustee's conduct herein alleged,
22 Petitioner (in her fiduciary capacity as Robert's conservator and trustee) was damaged including
23 without limitation economic injury and other general and special damages, all in an amount
24 according to proof at time of trial.
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1 27. Trustee Liability. Petitioner believes and therefore alleges that the Trustee is
2 chargeable for all damages incurred by the Lindskog Trust, Robert and Robert's estate in amounts
3 measured according to *California Probate Code* §16440(a).

4 28. Remedies. The actions taken by Trustee set forth above were in all respects
5 intentional or grossly negligent in disregard or deliberate contempt for the duty of loyalty to
6 which the Trustee is held. Petitioner is entitled to (non-exclusive) equitable relief pursuant to
7 *California Probate Code* §16420, including without limitation any one or more of the following
8 remedies: (a) removal of Trustee; (b) denial of compensation; and (c) recovery of Lindskog Trust
9 property paid over to Trustee. Petitioner is also entitled to an award of general, punitive and
10 exemplary damages as well as attorney's fees, pursuant to *Civil Code* §3294, in amounts
11 according to proof at time of trial as set forth in Petitioner's prayers below. Robert, who is a
12 senior citizen, is further entitled to treble damages pursuant to *Civil Code* §3345 because:
13

14 a) Defendants knew or should have known that their conduct was directed to
15 a senior citizen;

16 b) Defendants' conduct caused Robert to suffer loss of enjoyment of his
17 property held by the Trustee or substantial loss of assets essential to his health or welfare;
18 or,
19

20 c) Robert was substantially more vulnerable than other members of the public
21 to Defendants' conduct because of his age, poor health, infirmity, impaired understanding,
22 or restricted mobility, and actually suffered substantial physical, emotional, or economic
23 damage from Defendants' conduct.
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SECOND CAUSE OF ACTION

(Breach of Trust by Trustee)

As and for a second cause of action against Trustee, Petitioner alleges that:

29. Incorporation. Petitioner hereby incorporates by reference Paragraphs 15 through 21, above, as though fully set forth hereinafter. This cause of action is brought pursuant to *California Probate Code §16400 et seq.*, and is asserted against the Trustee.

30. Trustee's Standard of Care. Trustee is held to a standard of care in administering the Lindskog Trust requiring reasonable care, skill, and caution under the circumstances then prevailing that a prudent person acting in a like capacity would use in the conduct of an enterprise of like character and with like aims to accomplish the purposes of the trust as determined from the trust instrument. (*California Probate Code §16040(a).*) The Trustee has not met his standard of care regarding the applicable duty analyzed below.

31. Trustee's Duty to Avoid Conflict Of Interest. The Trustee has a fiduciary obligation to avoid conflicts of interest in the administration of the trust. *California Probate Code §16004* provides:

(a) The trustee has a duty not to use or deal with trust property for the trustee's own profit or for any other purpose unconnected with the trust, nor to take part in any transaction in which the trustee has an interest adverse to the beneficiary.

(b) The trustee may not enforce any claim against the trust property that the trustee purchased after or in contemplation of appointment as trustee, but the court may allow the trustee to be reimbursed from trust property the amount that the trustee paid in good faith for the claim.

(c) A transaction between the trustee and a beneficiary which occurs during the existence of the trust or while the trustee's influence with the beneficiary remains and by which the trustee obtains an advantage from the beneficiary is presumed to be a violation of the trustee's fiduciary duties. This presumption is a presumption affecting the burden of proof. This subdivision does not apply to the provisions of an agreement between a trustee and a beneficiary relating to the hiring or compensation of the trustee.

(California Probate Code §16004.)

1 32. Breach of Trust. Petitioner alleges that Trustee failed to disclose an apparent
2 conflict of interest with the Linskog Trust by not disclosing his investments with the Linskog
3 Trust. Petitioner alleges that Trustee maintained a cloak of secrecy regarding his investments
4 following Petitioner's inquiries regarding such self-dealing transactions.

5 33. Damages. The actions taken by Trustee set forth above were in all respects
6 intentional or grossly negligent in maintaining the apparent conflict of interest. As a proximate
7 result of the Trustee's conduct herein alleged, Petitioner (in her fiduciary capacity as Robert's
8 conservator and trustee) was damaged including without limitation economic injury related to
9 interest payments made to Trustee that are in excess of market rates and other general and special
10 damages, all in an amount according to proof at time of trial.

11 34. Trustee Liability. The Trustee must overcome a statutory presumption that this
12 apparent conflict violates the Trustee's fiduciary duties (*California Probate Code* §16004(c)).
13 Petitioner believes and therefore alleges that the Trustee is unable to meet his burden of proof and
14 therefore is chargeable for all damages incurred by the Linskog Trust, Robert and Robert's
15 estate in amounts measured according to *California Probate Code* §16440(a).

16 35. Remedies. The actions taken by Trustee set forth above were in all respects
17 intentional or grossly negligent in disregard or deliberate contempt for the duty to avoid conflicts
18 of interest to which the Trustee is held. Petitioner is entitled to (non-exclusive) equitable relief
19 pursuant to *California Probate Code* §16420, including without limitation any one or more of the
20 following remedies: (a) removal of Trustee; (b) denial of compensation; and (c) recovery of
21 Linskog Trust property paid over to Trustee. Petitioner is also entitled to an award of general,
22 punitive and exemplary damages as well as attorney's fees, pursuant to *Civil Code* §3294, in
23 amounts according to proof at time of trial as set forth in Petitioner's prayers below. Robert, who
24 is a senior citizen, is further entitled to treble damages pursuant to *Civil Code* §3345 because:

- 25 a) Defendants knew or should have known that their conduct was directed to
26 a senior citizen;

1 b) Defendants' conduct caused Robert to suffer loss of enjoyment of his
2 property held by the Trustee or substantial loss of assets essential to his health or welfare;
3 or,

4 c) Robert was substantially more vulnerable than other members of the public
5 to Defendants' conduct because of his age, poor health, infirmity, impaired understanding,
6 or restricted mobility, and actually suffered substantial physical, emotional, or economic
7 damage from Defendants' conduct.

8 **THIRD CAUSE OF ACTION**

9 *(Breach of Trust by Trustee)*

10 As and for a third cause of action against Trustee, Petitioner alleges that:

11 36. Incorporation. Petitioner hereby incorporates by reference Paragraphs 15 through
12 21, above, as though fully set forth hereinafter. This cause of action is brought pursuant to
13 *California Probate Code §16400 et seq.*, and is asserted against the Trustee.

14 37. Trustee's Standard of Care. Trustee is held to standard of care in administering the
15 Lindskog Trust requiring reasonable care, skill, and caution under the circumstances then
16 prevailing that a prudent person acting in a like capacity would use in the conduct of an enterprise
17 of like character and with like aims to accomplish the purposes of the trust as determined from the
18 trust instrument. (*California Probate Code §16040(a).*) The Trustee has not met his standard of
19 care regarding the applicable duty analyzed below.

20 38. Trustee's Duty to Preserve Trust Property. The Trustee has the affirmative
21 fiduciary duty to preserve trust property. *California Probate Code §16006* provides, "[t]he
22 trustee has a duty to take reasonable steps under the circumstances to take and keep control of and
23 to preserve the trust property."

24 39. Breach of Trust. Petitioner believes and therefore alleges that Trustee failed to
25 undertake necessary steps to preserve property by failing to monitor, review and oversee costs,
26 charges, fees and commissions paid to Trustee's agents. Petitioner bases her belief and allegation
27 on the investigation and administrative hearing being conducted by the City of San Rafael for
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1 Trustee's housing code violations, and the identified overcharges incurred by the Linskog Trust
2 regarding Barker and Cal Marin, and other agents, the breadth and extent of which will be
3 determined according to proof at trial.

4 40. Damages. The actions taken by Trustee set forth above were in all respects the
5 result of intentional disregard or gross negligence in monitoring hired agents. As a proximate
6 result of the Trustee's conduct herein alleged, Petitioner (in her fiduciary capacity as Robert's
7 conservator and trustee) was damaged including without limitation economic injury related to
8 exorbitant, unnecessary and unconscionable payments made to Trustee's agents and other general
9 and special damages, all in an amount according to proof at time of trial.

10 41. Trustee Liability. Petitioner believes and therefore alleges that the Trustee is
11 chargeable for all damages incurred by the Linskog Trust, Robert and Robert's estate in amounts
12 measured according to *California Probate Code* §16440(a).

13 42. Remedies. The actions taken by Trustee set forth above were in all respects
14 intentional or grossly negligent in disregard or deliberate contempt for the duty to preserve trust
15 property to which the Trustee is held. Petitioner is entitled to (non-exclusive) equitable relief
16 pursuant to *California Probate Code* §16420, including without limitation any one or more of the
17 following remedies: (a) removal of Trustee; (b) denial of compensation; and (c) recovery of
18 Linskog Trust property paid over to Trustee. Petitioner is also entitled to an award of general,
19 punitive and exemplary damages as well as attorney's fees, pursuant to *Civil Code* §3294, in
20 amounts according to proof at time of trial as set forth in Petitioner's prayers below. Robert,
21 who is a senior citizen, is further entitled to treble damages pursuant to *Civil Code* §3345
22 because:

23 a) Defendants knew or should have known that their conduct was directed to
24 a senior citizen;

25 b) Defendants' conduct caused Robert to suffer loss of enjoyment of his
26 property held by the Trustee or substantial loss of assets essential to his health or welfare;

27 or,
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1 c) Robert was substantially more vulnerable than other members of the public
2 to Defendants' conduct because of his age, poor health, infirmity, impaired understanding,
3 or restricted mobility, and actually suffered substantial physical, emotional, or economic
4 damage from Defendants' conduct.

5 **FOURTH CAUSE OF ACTION**

6 *(Breach of Trust by Trustee)*

7 As and for a fourth cause of action against Trustee, Petitioner alleges that:

8 43. Incorporation. Petitioner hereby incorporates by reference Paragraphs 15 through
9 21, above, as though fully set forth hereinafter. This cause of action is brought pursuant to
10 *California Probate Code §16400 et seq.*, and is asserted against the Trustee.

11 44. Trustee's Standard of Care. Trustee is held to standard of care in administering the
12 Lindskog Trust requiring reasonable care, skill, and caution under the circumstances then
13 prevailing that a prudent person acting in a like capacity would use in the conduct of an enterprise
14 of like character and with like aims to accomplish the purposes of the trust as determined from the
15 trust instrument. (*California Probate Code §16040(a).*) The Trustee has not met his standard of
16 care regarding the applicable duty analyzed below.

17 45. Trustee's Duty to Make Trust Property Productive. The Trustee has the
18 affirmative fiduciary duty to make trust property productive. *California Probate Code §16007*
19 provides, "[t]he trustee has a duty to make the trust property productive under the circumstances
20 and in furtherance of the purposes of the trust."

21 46. Breach of Trust. Petitioner believes and therefore alleges that Trustee failed to
22 take steps necessary to preserve Lindskog Trust property by failing to monitor, review and
23 oversee the management of the real estate by Barker and Cal Marin. Petitioner bases her belief
24 and allegation on information that Barker or Cal Marin failed to collect rent from persons residing
25 in units owned the Lindskog Trust.

26 47. Damages. The actions taken by Trustee set forth above were in all respects the
27 result of intentional disregard or gross negligence in monitoring hired agents. As a proximate
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1 result of the Trustee's conduct herein alleged, Petitioner (in her fiduciary capacity as Robert's
2 conservator and trustee) was damaged including without limitation economic injury related to
3 loss of uncollected or unreported rents caused by Barker and Cal Marin and other general and
4 special damages, all in an amount according to proof at time of trial.

5 48. Trustee Liability. Petitioner believes and therefore alleges that the Trustee is
6 chargeable for all damages incurred by the Linskog Trust, Robert and Robert's estate in amounts
7 measured according to *California Probate Code* §16440(a).

8 49. Remedies. The actions taken by Trustee set forth above were in all respects
9 intentional or grossly negligent in disregard or deliberate contempt for the duty to make trust
10 property productive to which the Trustee is held. Petitioner is entitled to (non-exclusive)
11 equitable relief pursuant to *California Probate Code* §16420, including without limitation any
12 one or more of the following remedies: (a) removal of Trustee; (b) denial of compensation; and
13 (c) recovery of Linskog Trust property paid over to Trustee. Petitioner is also entitled to an
14 award of general, punitive and exemplary damages as well as attorney's fees, pursuant to *Civil*
15 *Code* §3294, in amounts according to proof at time of trial as set forth in Petitioner's prayers
16 below. Robert, who is a senior citizen, is further entitled to treble damages pursuant to *Civil*
17 *Code* §3345 because:

18 a) Defendants knew or should have known that their conduct was directed to
19 a senior citizen;

20 b) Defendants' conduct caused Robert to suffer loss of enjoyment of his
21 property held by the Trustee or substantial loss of assets essential to his health or welfare;
22 or,

23 c) Robert was substantially more vulnerable than other members of the public
24 to Defendants' conduct because of his age, poor health, infirmity, impaired understanding,
25 or restricted mobility, and actually suffered substantial physical, emotional, or economic
26 damage from Defendants' conduct.

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FIFTH CAUSE OF ACTION

(Breach of Trust by Trustee)

As and for a fifth cause of action against Trustee, Petitioner alleges that:

50. Incorporation. Petitioner hereby incorporates by reference Paragraphs 15 through 21, above, as though fully set forth hereinafter. This cause of action is brought pursuant to *California Probate Code* §16400 *et seq.*, and is asserted against the Trustee.

51. Trustee's Standard of Care. Trustee is held to a standard of care in administering the Linskog Trust requiring reasonable care, skill, and caution under the circumstances then prevailing that a prudent person acting in a like capacity would use in the conduct of an enterprise of like character and with like aims to accomplish the purposes of the trust as determined from the trust instrument. (*California Probate Code* §16040(a).) The Trustee has not met his standard of care regarding the applicable duty analyzed below.

52. Trustee's Duty to Make Proper Delegation. The Trustee has the affirmative fiduciary duty to make a proper delegation of his duties under the Linskog Trust. *California Probate Code* §16012 provides:

(a) The trustee has a duty not to delegate to others the performance of acts that the trustee can reasonably be required personally to perform and may not transfer the office of trustee to another person nor delegate the entire administration of the trust to a co trustee or other person.

(b) In a case where a trustee has properly delegated a matter to an agent, co trustee, or other person, the trustee has a *duty to exercise general supervision over the person performing the delegated matter.*

(c) This section does not apply to investment and management functions under Section 16052.

(California Probate Code §16012, *emphasis added.*)

53. Breach of Trust. Petitioner believes and therefore alleges that Trustee failed to undertake necessary steps to preserve property by failing to monitor, review and oversee the management of the real estate by Barker and Cal Marin. Petitioner bases her belief and allegation on information that Barker or Cal Marin (i) overcharged the Linskog Trust for fees and

1 commissions calculated on fictitious rents, (ii) charged unconscionable management and
2 construction fees in excess of market rates, and (iii) failed to collect rents from persons residing in
3 units owned by the Lindskog Trust.

4 54. Damages. The actions taken by Trustee set forth above were in all respects the
5 result of intentional disregard or gross negligence in monitoring hired agents. As a proximate
6 result of Trustee's conduct herein alleged, Petitioner (in her fiduciary capacity as Robert's
7 conservator and trustee) was damaged including without limitation economic injury related to
8 loss of uncollected or unreported rents caused by Barker and Cal Marin and other general and
9 special damages, all in an amount according to proof at time of trial.

10 55. Trustee Liability. Petitioner believes and therefore alleges that the Trustee is
11 chargeable for all damages incurred by the Lindskog Trust, Robert and Robert's estate in amounts
12 measured according to *California Probate Code* §16440(a).

13 56. Remedies. The actions taken by Trustee set forth above were in all respects
14 intentional or grossly negligent in disregard or deliberate contempt for the duty to make trust
15 property productive to which the Trustee is held. Petitioner is entitled to (non-exclusive)
16 equitable relief pursuant to *California Probate Code* §16420, including without limitation any
17 one or more of the following remedies: (a) removal of Trustee; (b) denial of compensation; and
18 (c) recovery of Lindskog Trust property paid over to Trustee. Petitioner is also entitled to an
19 award of general, punitive and exemplary damages as well as attorney's fees, pursuant to *Civil*
20 *Code* §3294, in amounts according to proof at time of trial as set forth in Petitioner's prayers
21 below. Robert, who is a senior citizen, is further entitled to treble damages pursuant to *Civil*
22 *Code* §3345 because:

23 a) Defendants knew or should have known that their conduct was directed to
24 a senior citizen;

25 b) Defendants' conduct caused Robert to suffer loss of enjoyment of his
26 property held by the Trustee or substantial loss of assets essential to his health or welfare;
27 or,

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1 c) Robert was substantially more vulnerable than other members of the public
2 to Defendants' conduct because of his age, poor health, infirmity, impaired understanding,
3 or restricted mobility, and actually suffered substantial physical, emotional, or economic
4 damage from Defendants' conduct.

5 **SIXTH CAUSE OF ACTION**

6 *(Breach of Trust by Trustee)*

7 As and for a sixth cause of action against Trustee, Petitioner alleges that:

8 57. Incorporation. Petitioner hereby incorporates by reference Paragraphs 15 through
9 21, above, as though fully set forth hereinafter. This cause of action is brought pursuant to
10 *California Probate Code §16400 et seq.*, and is asserted against Trustee.

11 58. Trustee's Standard of Care. Trustee is held to a standard of care in administering
12 the Lindskog Trust requiring reasonable care, skill, and caution under the circumstances then
13 prevailing that a prudent person acting in a like capacity would use in the conduct of an enterprise
14 of like character and with like aims to accomplish the purposes of the trust as determined from the
15 trust instrument. (*California Probate Code §16040(a).*) The Trustee has not met his standard of
16 care regarding the applicable duty analyzed below.

17 59. Trustee's Duty to Account. The Trustee has the affirmative fiduciary duty to
18 account to beneficiaries of the Lindskog Trust. *California Probate Code §16062* provides, in
19 part:

20 Duty to account to beneficiaries

21 (a) Except as otherwise provided in this section and in Section 16064, the
22 trustee shall account at least annually, at the termination of the trust, and
23 upon a change of trustee, to each beneficiary to whom income or principal
is required or authorized in the trustee's discretion to be currently
distributed.

24 (*California Probate Code §16062(a), emphasis added.*)

25 60. Breach of Trust. Petitioner refers to her companion Petition for Instructions filed
26 contemporaneously herewith. Petitioner believes and therefore alleges that Trustee has the
27 affirmative duty to provide accountings to Petitioner (in her capacities as Robert's conservator
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1 and trustee for Robert's 2004 Trust) as expressly provided in Section 4.5 of the Lindskog Trust.
2 Petitioner further believes and therefore alleges that the Trustee's prior reports are not sufficient
3 to meet the statutory requirements for account as required under *California Probate Code*
4 §16063. Further, Petitioner believes and therefore alleges that Trustee is not relieved of his duty
5 to account by the express language of any of the amendments (Exhibits "B-1," "B-2," or "B-3")
6 based on the legal analysis presented in Petitioner's Petition for Instructions.

7 61. Damages. The Trustee's failure to account has directly resulted in extraordinary
8 legal and accounting costs incurred by Petitioner. As a proximate result of the Trustee's conduct
9 herein alleged, Petitioner (in her fiduciary capacity as Robert's conservator and trustee) was
10 damaged including without limitation economic injury related to Trustee's failure to account and
11 other general and special damages, all in an amount according to proof at time of trial.

12 62. Trustee Liability. Petitioner believes and therefore alleges that the Trustee is
13 chargeable for all damages incurred by the Lindskog Trust, Robert and Robert's estate in amounts
14 measured according to *California Probate Code* §16440(a).

15 63. Remedies. The actions taken by Trustee set forth above were in all respects
16 intentional or grossly negligent in disregard or deliberate contempt for the duty to account to
17 which the Trustee is held. Petitioner is entitled to (non-exclusive) equitable relief pursuant to
18 *California Probate Code* §16420, including without limitation any one or more of the following
19 remedies: (a) removal of Trustee; (b) denial of compensation; and (c) recovery of Lindskog Trust
20 property paid over to Trustee. Petitioner is also entitled to an award of general, punitive and
21 exemplary damages as well as attorney's fees, pursuant to *Civil Code* §3294, in amounts
22 according to proof at time of trial as set forth in Petitioner's prayers below. Robert, who is a
23 senior citizen, is further entitled to treble damages pursuant to *Civil Code* §3345 because:

24 a) Defendants knew or should have known that their conduct was directed to
25 a senior citizen;

1 b) Defendants' conduct caused Robert to suffer loss of enjoyment of his
2 property held by the Trustee or substantial loss of assets essential to his health or welfare;
3 or,

4 c) Robert was substantially more vulnerable than other members of the public
5 to Defendants' conduct because of his age, poor health, infirmity, impaired understanding,
6 or restricted mobility, and actually suffered substantial physical, emotional, or economic
7 damage from Defendants' conduct.

8 **SEVENTH CAUSE OF ACTION**

9 *(Breach of Fiduciary Duty against all Defendants)*

10 As and for a seventh cause of action against all Defendants, Petitioner alleges that:

11 64. Incorporation. Petitioner hereby incorporates by reference Paragraphs 15 through
12 21, above, as though fully set forth hereinafter.

13 65. Fiduciary Duty. By virtue of the acts set forth above, Defendants had a fiduciary
14 duty to Robert (through Petitioner as Robert's conservator and as trustee of Robert's 2004 Trust).
15 Under the circumstances of these transactions, trust and confidence reasonably may be and was
16 reposed in the integrity and fidelity of Defendants. In performing the acts and omissions outlined
17 above, Defendants breached their fiduciary duty to Robert (through Petitioner as Robert's
18 conservator and as trustee of Robert's 2004 Trust).

19 66. Damages. As a proximate result of the Defendants' conduct herein alleged,
20 Petitioner was damaged including without limitations economic injury related to the Defendants'
21 actions or inactions as fiduciaries and other general and special damages, all in an amount
22 according to proof at time of trial.

23 67. Fiduciary Liability. The actions taken by Defendants set forth above were in all
24 respects malicious, fraudulent and oppressive, and manifested either conscious disregard or
25 deliberate contempt for the rights of the Petitioner, as Robert's conservator and as trustee for
26 Robert's 2004 Trust. Defendants were fully cognizant of the position of trust in which they
27 stood.

1 68. Remedies. The actions taken by the Defendants set forth above were in all
2 respects intentional or grossly negligent in disregard or deliberate contempt for the fiduciary
3 duties to which the Defendants are held. Petitioner is entitled to (non-exclusive) equitable relief
4 pursuant to *California Probate Code* §16420, including without limitation any one or more of the
5 following remedies: (a) removal of Trustee; (b) denial of compensation; and (c) recovery of
6 Lindskog Trust property paid over to Trustee. Petitioner is also entitled to an award of general,
7 punitive and exemplary damages as well as attorney's fees, pursuant to *Civil Code* §3294, in
8 amounts according to proof at time of trial as set forth in Petitioner's prayers below. Robert,
9 who is a senior citizen, is further entitled to treble damages pursuant to *Civil Code* §3345
10 because:

11 a) Defendants knew or should have known that their conduct was directed to
12 a senior citizen;

13 b) Defendants' conduct caused Robert to suffer loss of enjoyment of his
14 property held by the Trustee or substantial loss of assets essential to his health or welfare;
15 or,

16 c) Robert was substantially more vulnerable than other members of the public
17 to Defendants' conduct because of his age, poor health, infirmity, impaired understanding,
18 or restricted mobility, and actually suffered substantial physical, emotional, or economic
19 damage from Defendants' conduct.

20 **EIGHT CAUSE OF ACTION**

21 *(Fraud & Deceit against All Defendants)*

22 As and for an eighth cause of action against all Defendants, Petitioner alleges that:

23 69. Incorporation. Petitioner hereby incorporates by reference Paragraphs 15 through
24 21, above, as though fully set forth hereinafter.

25 70. Concealment. Defendants concealed material facts, namely, the true financial
26 transactions involving the management of real properties owned by the Lindskog Trust and all
27 costs and charges related thereto. Moreover, Defendants intentionally misrepresented that they
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1 were acting in the best interest of Robert, failed to divulge financial or transactional information
2 upon request that would have provided Petitioner with accurate information and revealed the
3 numerous breaches of trust by Trustee and his agents as set forth in these causes of action.
4 Defendants acted in disregard of the facts they knew. Defendants were under a duty to disclose
5 these facts because they knew that Robert (individually and through Petitioner) was relying upon
6 them as his business and financial fiduciaries, and because Robert (individually and through
7 Petitioner) was not aware of the true financial picture regarding the management of the Lindskog
8 Trust properties and related assets. The Defendants were also under a duty to disclose the fact
9 that they were acting in their own interests, rather than misrepresent that they were acting in
10 Robert's (individually and through Petitioner) interest. Such a duty to disclose additionally arose
11 under the fiduciary or confidential relationship between Defendants and Robert (individually and
12 through Petitioner).

13 71. Fraud. Defendants intentionally concealed these material facts, and
14 misrepresented their self-interest in which they were acting, with the intent to defraud Robert
15 (individually and through Petitioner) by refusing to deliver financial documents, management
16 contracts, and related operational information regarding the management of the real properties
17 held under the Lindskog Trust, all of which would have illuminated the true nature of the
18 Defendants' actions. Robert (and Petitioner as his conservator and as trustee for Robert's 2004
19 Trust), at the time of the concealment and misrepresentation, was unaware of the true effect of the
20 plan developed by the Defendants, or the fact that Defendants were acting in their own best
21 interests. In ignorance of the true facts and in justifiable reliance on the fidelity, integrity, and
22 superior knowledge of Defendants, Robert (and Petitioner) allowed the management of the real
23 property to continue under the Trustee's authority by and through the Trustee's agents, including
24 without limitation Barker and Cal Marin.

25 72. Damages. As a proximate result of the Defendants' conduct herein alleged,
26 Petitioner was damaged including without limitations economic injury related to the Defendants'
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1 actions or inactions as fiduciaries and other general and special damages, all in an amount
2 according to proof at time of trial.

3 73. Fiduciary Liability. The actions taken by Defendants set forth above were in all
4 respects malicious, fraudulent and oppressive, and manifested either conscious disregard or
5 deliberate contempt for the rights of the Petitioner, as Robert's conservator and as trustee for
6 Robert's 2004 Trust. Defendants were fully cognizant of the position of trust in which they
7 stood.

8 74. Remedies. The actions taken by the Defendants set forth above were in all
9 respects intentional or grossly negligent in disregard or deliberate contempt for the fiduciary
10 duties to which the Defendants are held. Petitioner is entitled to (non-exclusive) equitable relief
11 pursuant to *California Probate Code* §16420, including without limitation any one or more of the
12 following remedies: (a) removal of Trustee; (b) denial of compensation; and (c) recovery of
13 Lindskog Trust property paid over to Trustee. Petitioner is also entitled to an award of general,
14 punitive and exemplary damages as well as attorney's fees, pursuant to *Civil Code* §3294, in
15 amounts according to proof at time of trial as set forth in Petitioner's prayers below. Robert, who
16 is a senior citizen, is further entitled to treble damages pursuant to *Civil Code* §3345 because:

17 a) Defendants knew or should have known that their conduct was directed to
18 a senior citizen;

19 b) Defendants' conduct caused Robert to suffer loss of enjoyment of his
20 property held by the Trustee or substantial loss of assets essential to his health or welfare;
21 or,

22 c) Robert was substantially more vulnerable than other members of the public
23 to Defendants' conduct because of his age, poor health, infirmity, impaired understanding,
24 or restricted mobility, and actually suffered substantial physical, emotional, or economic
25 damage from Defendants' conduct.

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NINTH CAUSE OF ACTION

(Elder Financial Abuse against All Defendants)

As and for a ninth cause of action against all Defendants, Petitioner alleges that:

75. Incorporation. Petitioner hereby incorporates by reference Paragraphs 15 through 21, above, as though fully set forth hereinafter.

76. Residency and Protected Class. At all times herein mentioned, Robert resided in the State of California and was over the age of 65 and therefore an "elder" within the meaning of the *California Welfare and Institutions Code* §15610.27 and "senior citizen" within the meaning of *California Civil Code* §1761. Trustee and Barker are well acquainted with Robert and understood or reasonably should have understood that Robert was elderly and a senior citizen.

71. Status and Duty of Defendants. The Trustee owes Robert (directly and indirectly through Petitioner as Robert's personal representative) the highest duty of loyalty and care imposed upon trustees generally (*California Probate Code* §16000 *et. seq.*). By performing the acts set forth above, the Trustee and Barker stood in positions of trust to and were fiduciaries (or as an agent of the fiduciary) of Robert as contemplated under *California Welfare & Institutions Code* §15600 *et seq.*

72. Financial Abuse. *California Welfare & Institutions Code* §15610.30 defines "financial abuse of elder or dependent adult" as follows:

(a) "Financial abuse" of an elder or dependent adult occurs when a person or entity does any of the following:

(1) Takes, secretes, appropriates, or retains real or personal property of an elder or dependent adult to a wrongful use or with intent to defraud, or both.

(2) Assists in taking, secreting, appropriating, or retaining real or personal property of an elder or dependent adult to a wrongful use or with intent to defraud, or both.

(b) A person or entity shall be deemed to have taken, secreted, appropriated, or retained property for a wrongful use if, among other things, the person or entity takes, secretes, appropriates or retains possession of property in bad faith.

1 (1) A person or entity shall be deemed to have acted in bad
2 faith if the person or entity knew or should have known that the
3 elder or dependent adult had the right to have the property
4 transferred or made readily available to the elder or dependent
5 adult or to his or her representative.

6 (2) For purposes of this section, a person or entity should
7 have known of a right specified in paragraph (1) if, on the basis of
8 the information received by the person or entity or the person or
9 entity's authorized third party, or both, it is obvious to a reasonable
10 person that the elder or dependent adult has a right specified in
11 paragraph (1).

12 (c) For purposes of this section, "representative" means a person
13 or entity that is either of the following:

14 (1) A conservator, trustee, or other representative of the
15 estate of an elder or dependent adult.

16 (2) An attorney-in-fact of an elder or dependent adult who
17 acts within the authority of the power of attorney.

18 (*California Welfare & Institutions Code §15610.30.*)

19 73. Damages. As a proximate result of the Defendants' conduct herein alleged, Robert
20 (individually and through Petitioner) was damaged including without limitations economic injury
21 related to the Defendants' actions or inactions as fiduciaries and other general and special
22 damages, all in an amount according to proof at time of trial.

23 73. Fiduciary Liability. The actions taken by Defendants set forth above were in all
24 respects malicious, fraudulent and oppressive, and manifested either conscious disregard or
25 deliberate contempt for the rights of the Petitioner, as Robert's conservator and as trustee for
26 Robert's 2004 Trust. Defendants were fully cognizant of the position of trust in which they
27 stood. The Trustee, Barker and Cal Marin knew, or reasonably should have known, that Robert
28 (individually and through Petitioner) trusted the Defendants not to appropriate his savings and
other funds in a manner which resulted in no benefit to Robert but did generate fees and
commissions to Trustee or to his agents. Trustee and his agents intentionally, recklessly and
maliciously perpetrated or allowed to be perpetrated substantial financial abuses complained of

1 herein upon Robert, through Trustee's own actions and inactions as well as the actions of Barker
2 and other agents of Trustee, which according to proof, constitute financial abuse.

3 74. Remedies. The actions taken by the Defendants set forth above were in all
4 respects intentional or grossly negligent in disregard or deliberate contempt for the fiduciary
5 duties to which the Defendants are held. Petitioner is entitled to (non-exclusive) equitable relief
6 pursuant to *California Probate Code* §16420, including without limitation any one or more of the
7 following remedies: (a) removal of Trustee; (b) denial of compensation; and (c) recovery of
8 Lindskog Trust property paid over to Trustee. Petitioner is also entitled to an award of general,
9 punitive and exemplary damages as well as attorney's fees, pursuant to *Civil Code* §3294, and
10 *California Welfare & Institutions Code* §11657, in amounts according to proof at time of trial as
11 set forth in Petitioner's prayers below. Robert, who is a senior citizen, is further entitled to treble
12 damages pursuant to *Civil Code* §3345 because:

13 a) Defendants knew or should have known that their conduct was directed to
14 a senior citizen;

15 b) Defendants' conduct caused Robert to suffer loss of enjoyment of his
16 property held by the Trustee or substantial loss of assets essential to his health or welfare;
17 or,

18 c) Robert was substantially more vulnerable than other members of the public
19 to Defendants' conduct because of his age, poor health, infirmity, impaired understanding,
20 or restricted mobility, and actually suffered substantial physical, emotional, or economic
21 damage from Defendants' conduct.

22 **PRAYER**

23 WHEREFORE, Petitioner prays for judgment against Defendants, and equitable relief by
24 this Court as follows:

- 25 1. Removal of William Shine as Trustee for the Lindskog Trust;
26 2. Order requiring the Trustee to account for all periods in which he was in control of
27 or received benefit from the Lindskog Trust;

1 3. Damages for the proximate and foreseeable loss resulting from Defendants'
2 actions, including, but not limited to, loss of income;

3 4. Denial of compensation paid or payable to William Shine as Trustee for all periods
4 in which he acted as a fiduciary to Robert Lindskog or Petitioner;

5 5. Punitive and exemplary damages;

6 6. Costs of suit herein incurred;

7 7. Reasonable attorneys' fees; and


8 8. Such other and further relief as the Court may deem proper.

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10 Dated: November 22, 2005.



Lois Watson, Petitioner

12 Barulich Schoknecht Dugoni Law Group, Inc.

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Paul J. Barulich, Esq.
Attorney for Lois Watson, Petitioner

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17 VERIFICATION

18 I, Lois Watson, hereby declare:

19 I am the Petitioner herein, and have read the foregoing Petition to Remove Trustee, for
20 Surcharge of Trustee; for Objections to Trustee's Accounting; and for Financial Abuse of Elders
21 and know its contents. The same are true of my own knowledge, except as those matters which
22 are therein stated upon my information or belief, and as to those matters, I believe it to be true.

23 I declare under penalty of perjury under the laws of the State of California that the above
24 is true and correct and that this Verification is executed on November 22, 2005, in San Mateo,
25 California.

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Lois Watson



THE LINDSKOG 1995 REVOCABLE TRUST AGREEMENT

THIS TRUST AGREEMENT is entered into and executed on the
1st day of Aug, 1995 by and between

ROBERT A. LINDSKOG and EVA M.
LINDSKOG, husband and wife, herein
called "Trustors"

and

ROBERT A. LINDSKOG and EVA M.
LINDSKOG; or their successor(s),
herein jointly called "Trustee" or
"Trustees" or individually called
"Co-Trustee".

ARTICLE 1

CREATION OF THE TRUST

Section 1.1 Purpose of the Trust.

The Trustors hereby establish a Trust in order to facilitate the management of the Trustors' estates during their respective lives and to create a convenient vehicle for the disposition of their respective estates.

Section 1.2 Transfer of Corpus Creating the Trust.

(a) The Trustors agree to transfer and deliver to the Trustee by appropriate instrument(s), and by execution hereof do transfer and assign, and the Trustee agrees to accept, all that property described in Schedule A and do hereby change the beneficiary of those contractual rights described in said Schedule attached hereto and made a part hereof, which, together with any other property hereafter conveyed to said Trustee by any person,

joint tenancies or contracts, shall constitute and be referred to as the "Trust Estate".

(b) The Trustee shall administer the Trust Estate exclusively for the purposes and objectives set forth and according to the terms and provisions contained herein.

Section 1.3 Additions to the Trust Estate.

(a) Either Trustor, or any other person, may add property to the Trust Estate at any time. The character of such additions shall be designated on Schedule A by the transferor and shall thereupon be subject to the terms and provisions of this Trust Agreement.

(b) If property is transferred to the Trust Estate after the death of a Trustor, the transferor shall indicate in writing whether such property is to be added to the Survivor's Trust or the Family Trust created hereunder. In the absence of such written declaration, the Trustee shall add such property to the Survivor's Trust. However, any assets passing into this Trust by reason of the death of a Trustor, by Will or otherwise, shall be allocated as hereinafter provided.

Section 1.4 Character of the Trust Estate.

(a) Any property transferred to the Trust Estate, and any proceeds thereof, shall retain its original character as the separate property of Trustor Husband, as the separate property of Trustor Wife and as the Trustors' community property unless otherwise agreed to and designated by the Trustors.

(b) The Trustee shall have no more extensive power over any community property transferred to the Trust Estate than either Trustor would have had under California Family Code Sections 1100

and 1102 (as amended) had this Trust not been created. This limitation shall terminate on the death of either Trustor.

(c) For purposes of this Trust, any reference to Trustors' "community property" shall include any property acquired during their marriage by either Trustor while domiciled outside California as described in California Probate Code Section 66, as amended. However, the Trustors do not intend hereby to change the character of such property into community property or to affect the separate property character of such property for federal estate tax marital deduction purposes.

Section 1.5 Spendthrift Provision.

No interest in the principal or income of any trust created hereunder shall be alienated, assigned, encumbered or subjected to creditors' claims or legal process in any way before actual receipt by the beneficiary thereof.

Section 1.6 Rule Against Perpetuities.

Unless sooner terminated in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate twenty-one (21) years after the death of the last survivor of the Trustors and the Trustors' beneficiaries living on the date of the death of the first Trustor to die. The principal and undistributed income of a terminated trust shall be distributed to the then income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. If at the time of such termination the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made by right of repre-

resentation to the persons who are entitled or authorized, in the Trustee's discretion, to receive trust payments.

Section 1.7 Jurisdiction.

This Trust is established by the Trustors and is hereby accepted by the Trustee under the laws of the State of California. All questions concerning its validity, construction and administration shall be determined under the laws thereof.

Section 1.8 Name of Trust(s).

The trust created on this date shall be referred to as the "LINDSKOG 1995 REVOCABLE TRUST", and each subsequent trust created hereunder shall be referred to by adding the name of the beneficiary thereof, or any other designation provided herein.

ARTICLE 2

DEFINITIONS

Section 2.1 "Disability".

The "disability" of a Trustee shall mean such Trustee's physical or mental incapacity to conduct the regular affairs of the Trust, including endorsement for receipt of funds and the writing of checks for disbursement of funds from the Trust Estate, regardless of any legal proceedings to establish incompetency or the appointment of a conservator for such Trustee. The condition of such incapacity shall be evidenced by a written certificate or statement of such Trustee's attending physician pursuant to the written request of a Trustor or of all of the adult beneficiaries of the Trust Estate if no Trustor is able to act. The successor Trustee shall thereupon serve as Trustee hereof.

Section 2.2 Children" and "Issue".

The term "issue" shall mean lineal descendants of all degrees of the person referred to and the terms "child", "children" and "issue" shall include any other child or children hereafter born to the Trustors and shall include adopted persons.

Section 2.3 "Education".

The term "education" shall include, without limitation, (i) studies at public or private elementary or high schools (including boarding schools), (ii) undergraduate or graduate study in any academic field (professional, vocational or otherwise) at a public or private university, college or any other institution of higher learning, and (iii) any other activity, including travel, which tends to develop the talent and potentiality of each of the beneficiaries of the Trust.

Section 2.4 Gender and Number.

As used in this Trust Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall include the other whenever the context so indicates.

ARTICLE 3

RIGHTS OF THE TRUSTORS

Section 3.1 Right to Revoke and Withdraw.

Subject to the provisions of California Family Code Section 761, as amended, or any successor thereto, either Trustor may (i) revoke this Trust during the Trustors' joint lifetime, with respect to any community property which is a part of the Trust Estate, by a written instrument delivered to the Trustee and to the other Trustor, or (ii) withdraw any principal or income of the Trust Estate that is community property. The Trustor who contrib-

uted any separate property which is a part of the Trust Estate shall have the exclusive right to (i) revoke this Trust with respect to such separate property by a written instrument delivered to the Trustee or (ii) withdraw any principal or income of the Trust Estate that is such Trustor's separate property. Upon receipt of a written instrument purporting to revoke the Trust, and after notifying the other Trustor of any community property affected thereby, the Trustee shall comply therewith. Except as otherwise determined by the Trustors, any property so reconveyed to the Trustors, or either of them, or withdrawn by the Trustors, or either of them, shall be characterized as community or separate property in the same manner as it was characterized prior to its becoming a part of the Trust Estate.

Section 3.2 Right to Amend.

Subject to the provisions of California Family Code Section 761, this Trust may be amended during the Trustors' joint lifetime only upon their joint consent by a written instrument executed by both Trustors and delivered to the Trustee.

Section 3.3 Right to Control Insurance Policies.

With respect to any policy of life insurance of which the Trustee is beneficiary, the owning Trustor reserves all incidents of ownership under such policy.

Section 3.4 Application of Powers.

The rights, powers and authority specified in this ARTICLE 3, shall apply to any trust created hereunder only while it remains revocable.

ARTICLE 4

DESIGNATION OF THE TRUSTEE

Section 4.1 Original Trustees.

ROBERT A. LINDSKOG and EVA M. LINDSKOG shall constitute the original Trustees and while they are living or until the successor Trustee(s) is (are) acting pursuant to the provisions hereof, either of them shall be authorized to execute any and all documents on behalf of the Trust relating to the Trustors' community property assets which are a part of the Trust Estate. While both Trustors are acting as Co-Trustees, Trustor Husband shall have the sole authority to execute any and all documents on behalf of the trust relating to his separate property assets which are a part of the Trust Estate and Trustor Wife shall have the sole authority to execute any and all documents on behalf of the trust relating to her separate property assets which are part of the Trust Estate.

Section 4.2 Successor Trustees.

On the death, disability, incompetency or resignation of either Trustor while serving as an original Trustee, the remaining Trustor shall serve as sole Trustee hereof. If said remaining Trustor shall be unable or unwilling to serve as Trustee for any reason whatsoever, WILLIAM B. SHINE shall serve as sole successor Trustee. If WILLIAM B. SHINE shall be unable or unwilling to serve as successor Trustee for any reason whatsoever, ALLAN LINDSKOG shall serve as sole successor Trustee hereof.

Section 4.3 Compensation of a Trustee.

A Trustee shall be entitled to reasonable compensation for services together with all costs and expenses incurred by such Trustee.

Section 4.4 Trustee's Bond.

No bond shall be required of any Trustee hereof, except as required by law.

Section 4.5 Accounting by a Trustee.

The Trustee shall account to the adult beneficiaries of the trust(s) created hereunder and, to the extent permitted by law, the written approval of such adult beneficiaries shall bind minors and contingent remaindermen.

There need be no physical division of the various trusts created by this Agreement except as may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

Section 4.6 Non-Responsibility of Successor Trustee.

A successor Trustee need not examine the acts or omissions of a predecessor Trustee and may accept the accounts rendered and properties delivered over to it by a predecessor Trustee without liability or responsibility for any losses or damages resulting from such predecessor's acts or omissions.

Section 4.7 Resignation of a Trustee.

A Trustee may resign by giving written notice thereof to a Trustor or, in the absence of a Trustor, then to all of the adult income beneficiaries of the Trust at that time and, in the case of minor beneficiaries, to their natural or legal guardians. Any

resignation of a Trustee shall become effective immediately and the successor Trustee shall thereupon commence to serve.

Section 4.8 Power to Designate a Successor Trustee.

On the death, disability, incompetency, resignation or removal of a Trustee hereunder, if no successor Trustee is designated herein, or if the successor Trustee(s) shall for any reason fail to qualify or be unable to serve as Trustee, the Trustors, or the survivor of them, shall designate a successor Trustee. If both Trustors are deceased or otherwise unable to designate a successor Trustee, then a majority of the competent adult income beneficiaries of the Trust Estate and the natural or legal guardians of any minor beneficiaries shall have the right to designate a successor Trustee. If such beneficiaries and guardians shall fail to so designate a successor, then such designation shall be made by a court of competent Jurisdiction at the expense of the Trust.

Section 4.9 Liability of Trustee(s).

No Trustee designated in this instrument shall be liable to any beneficiary or to any heir of either Trustor for such Trustee's acts or failure to act, except for willful misconduct or gross negligence. No Trustee shall be liable or responsible for any act, omission or default of any other Co-Trustee.

Section 4.10 Toxic Substances.

The Trustee is expressly authorized to defend at the sole expense of the Trust and the Trust shall indemnify the Trustee(s) against any and all claims, demands, or liabilities, arising out of, or from, allegations charging the existence of toxic waste of any kind on Trust property and the violation of any law, rule or

regulation related thereto. The costs of all such determinations compliance with laws and defenses shall be paid from Trust assets or from Trust Income, or both. The Trustee is expressly authorized to take whatever action it deems necessary, at the expense of the Trust(s), to ensure that all Trust assets are in compliance with all applicable Local, Municipal, County, State and Federal Regulations.

ARTICLE 5

POWERS OF THE TRUSTEE

Section 5.1 Administrative Powers of the Trustee.

In addition to those powers now or hereafter conferred by law, the Trustee or successor Trustee shall have full power to:

(a) invest and reinvest the trust funds in every kind of investment, including but not limited to any and all corporate obligations, preferred or common stock, shares of investment trusts, investment companies, mutual funds, mortgages, mortgage participation, bonds, debentures, money market funds, notes, precious metals, deeds of trust and any common trust funds maintained by any financial institution or trust company, including any common trust fund administered by a financial institution which is a Trustee hereunder; purchase and sell such shares or investments (including short sales), or exercise, buy or sell stock options (including puts and calls), subscriptions or conversion rights; buy and sell commodity futures; and with respect to all said securities and investments held in this Trust, vote, give proxies, participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, acquisitions, liquidations or other like occurrence; and incident thereto, hold securities or other trust property in Trustee's name as Trustee hereunder, or in the name of a nominee, depository or custodian or any protective or other committee, upon such terms and conditions as the Trustee may deem advisable, or hold such securities unregistered in such condition that ownership will pass by delivery; hold securities in a margin account with a brokerage firm and to borrow against the value of such securities to the extent permitted by law, including executing short sales on margins; purchase bonds and to pay such premiums in connection with the purchase as the Trustee, in the Trustee's discretion, deems advisable; provided, how-

ever, that each premium shall be repaid periodically to principal out of the interest on the bond in such reasonable manner as the Trustee shall determine and, to the extent necessary, out of the proceeds on the sale or other disposition of this bond;

(b) deposit trust funds in any savings or other account, interest-bearing or non-interest-bearing, in any currency whatsoever with any bank, financial institution or other depository, within or in excess of any governmental insurance limitations, or deposit such trust funds without limitation, in investment certificates or time certificates or other investment paper;

(c) purchase in the Trustee's discretion at less than par obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of a Trustor in such amounts as the Trustee deems advisable, and for that purpose the Trustee may partition a portion of the community property of the Trust Estate and make such purchases from either separate property portion. The Trustee may purchase such obligations in such amounts as the Trustee in the Trustee's sole discretion deems appropriate, and the Trustee may borrow funds and give security for said purchase. The Trustee shall not be liable to a Trustor, any heir of a Trustor, or any beneficiary of this Trust for losses resulting from purchases made in good faith. The Trustee is directed to redeem any such obligations that are part of the Trust Estate to the fullest extent possible in payment of federal estate tax liability of a Trustor;

(d) retain or acquire assets which are non-income producing if the Trustee, within the Trustee's sole discretion, deems it to be in the best interest of the Trust, provided, that the surviving Trustor may require the Trustee to sell any non-income producing asset which is held or owned by the Survivor's Trust or the QTIP Trust and replace it with income producing property; invest and re-invest all or any part of the Trust Estate without any restriction or requirement for diversification of investments;

(e) collect and receive all dividends, interest, rent and other income owing to the Trust, hold a reasonable amount of cash uninvested as the Trustee may deem necessary to pay expenses in the administration of this Trust or for general use in the preservation of the Trust Estate or to provide working capital for any business or businesses conducted by the Trustee in connection with the management of the Trust Estate, or for any other purpose relating thereto which the Trustee deems feasible;

(f) pay out of income first, or, if insufficient then out of principal, any and all loans and interest thereon or charges there for, all taxes, assessments, fees, charges, insurance premiums for fire and other casualty and extended coverage policies, public liability and property damage policies and other expenses incurred by said Trustee in the administration or preservation of this Trust;

(g) form corporations, associations, partnerships (limited and/or general) or limited liability companies for the purpose of conducting any business venture in which the Trust may be or become a participant and pursuant thereto, file Articles of Incorporation, make application for the issuance of securities, execute partnership agreements, certificates or other instruments pertinent thereto, and perform any other acts or functions as may be necessary or desirable to carry into effect the formation or modification thereof or amendment thereto; to form, or participate in partnerships, general or limited, or in the reorganization thereof, or to exchange partnership interests where the ownership interests received or obtained by the Trustee have different attributes than other partners in such partnership and which are designed to fix and/or minimize the fair market value of such partnership interests;

(h) continue to hold and operate, sell or liquidate, at the risk of the Trust Estate, any business, partnership interest, limited liability company interest; or capital stock of any corporation, which the Trustee receives or acquires under this Trust, participate in reorganizations or recapitalizations which involve the exchange of such capital stock for other shares of such corporation having different rights, preferences, and privileges, without liability for the conduct, mismanagement, or negligence on the part of any employee of a business, or any employee or partner of a partnership, or employee, officer or director of a corporation, and, in the absence of any actual notice to the contrary, accept as correct the financial or other statements rendered by any accountant for any such business, partnership or corporation; and

(i) to hold stock of an S Corporation as defined in the Internal Revenue Code (hereinafter "S Stock"), make an election to have any corporation treated as an S Corporation, enter into agreements with other shareholders relating to transfers of S Stock or the management of the S Corporation, and allocate amounts received and the tax on undistributed income between income and principal. The Trustee may allocate the tax deductions and credits arising from ownership of S Stock between income and principal. In making any such allocations,

the Trustee shall consider that the income beneficiary is to have enjoyment of the property at least equal to that ordinarily associated with an income interest and in all events shall provide the required beneficial enjoyment to the income beneficiary. Notwithstanding anything herein to the contrary, the Trustee may at any time divide any trust hereunder which has a single income beneficiary into two separate trusts, one trust consisting of all S Stock and the other trust consisting of the remaining assets. Each such trust shall be held under the terms hereunder applicable to the trust so divided, except that (i) there shall be no power in the trust consisting of S Stock to make payments of principal during the lifetime of the income beneficiary to any person other than the person then entitled to receive the income and (ii) all income of the trust consisting of S Stock accrued or undistributed at the death of the income beneficiary shall be payable to his or her estate. The trust consisting of S Stock shall not be recombined with the other trust upon the exchange of any S Stock for other assets, but shall at all times after its creation permit payments of principal only to the then current income beneficiary.

Any provision of this Trust which may appear to conflict with Trustor's intention that any trust containing S Stock qualify as a Qualified Subchapter S Trust as defined in Section 1361(d) of the Internal Revenue Code shall be construed so as to accomplish that intention. If the Trustee, in the Trustee's sole discretion, determines that such intention might not be accomplished, the Trustee shall have the power to amend the trust to accomplish said intention, subject to the following conditions and limitations:

(i) No such amendment shall be made except to accomplish the intentions set forth in this Section.

(ii) All such amendments shall be in the form of a decree of the court having jurisdiction over the trust, upon petition by the Trustee and after such notice to the parties in interest as such court may direct.

(iii) The Trustee shall have the power to request that any such amendment take effect as of the effective date of this trust, or any subsequent date, in the Trustee's sole discretion.

(j) execute and deliver any deeds, mortgages, contracts, instruments of transfer or other documents necessary to pass marketable title in and to any assets of said Trust Estate or any part thereof; execute powers of attorney, either general or special, for any trust purpose as the Trustee(s) may determine;

(k) sell to, purchase property from, borrow from, lend to or guarantee loans to a Trustor, the personal representative of the estate of a Trustor, the Trustee of a trust established by a Trustor, or to any other third persons;

(l) borrow money for any purpose whatsoever from any source whatsoever and upon such terms as the Trustee deems feasible, encumbering or hypothecating, if necessary, by mortgage, deed of trust, pledge, margin or otherwise, the Trust Estate or any part thereof as security; pledge, encumber or otherwise hypothecate Trust Property as security for loans made to the Trustors by third parties;

(m) purchase casualty, liability and risk insurance of any kind, or as may otherwise be permissible by law, and in such amounts as the Trustee may deem advisable to protect the Trust Estate and the Trustee against any hazard; acquire policies of life insurance on the life of any of the beneficiaries herein and pay the premiums thereon. Subject to the powers granted to the Trustee under subparagraphs (1) and (2) below, the beneficiary of each such policy shall be the Trust of which the insured may be an income beneficiary.

(1) with respect to any policy of insurance on the life of any person which may form a part of the Trust Estate, to exercise and enjoy for the purpose of the Trust Estate as absolute owner of such policy or policies, any incidents of ownership, rights and privileges under such policies, including, but not limited to, the right to borrow upon and pledge such policies, for a loan or loans, to surrender them for their cash surrender value, or to surrender or join in the surrender of such policies for predated policies having an aggregate value equal to the policies at surrender. Furthermore, the Trustee shall not be required to pay any premiums or other assessments on any such life insurance policy which are required to maintain it as a binding insurance contract. In the case of any such non-payment, however, which results in the cessation of the policy as binding insurance contract, the Trustee shall see to it that any and all rights of the Trust Estate in and to such policy shall be preserved and protected in a manner consistent with the provisions of this paragraph;

(2) notwithstanding any provision in this paragraph (m) to the contrary, no individual acting as a Trustee hereunder shall

have any authority to exercise any of the powers granted herein with respect to any policy of life insurance owned by the Trust on such individual's life. All such authority with respect to any such life insurance policy or policies shall be exercised by the then qualified and acting Co-Trustees of the Trust Estate, if any, other than the insured. If there is no Co-Trustee then qualified and acting, such authority shall be vested in the next successor Trustee appointed or nominated herein who, for purposes of this paragraph only, shall act as a Special Trustee hereunder and if there is no successor Trustee who can act, the Trustee shall appoint a Special Trustee to act for this purpose. The authority granted herein to the remaining Co-Trustee or Co-Trustees or to the Special Trustee, as the case may be, with respect to such policies of life insurance, shall be to exercise all incidents of ownership with respect to such policies, including but not limited to the power to designate the beneficiary or beneficiaries of such life insurance policy, the power to pay premiums, charges or other assessments thereon, and the power to select the method under which the proceeds of such life insurance policy are to be paid;

(3) Upon receipt of proof of death of the insured under any policy of life insurance contained in the Trust Estate, the Trustee shall use reasonable efforts to collect all sums payable under said policy. All sums so received shall become part of the principal of the Trust Estate, except for interest paid by the insurer which shall be added to income. In connection with such life insurance policies, the Trustee shall have full power to compromise, arbitrate, or otherwise adjust any claim, dispute or controversy arising under any such policy, and shall have the authority to initiate, defend, settle and compromise any legal proceeding necessary in the Trustee's opinion to collect the proceeds of any such policy. The Trustee's receipt to any insurer for the insurance proceeds under such policy shall be considered in full discharge of the insurer's liability to the Trust Estate and the insurer shall not be under any duty to inquire into the disposition or application of policy proceeds;

(n) compromise, arbitrate or otherwise adjust any claims against or in favor of the Trust; commence or

defend any litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable;

(o) retain such investment advisors as the Trustee selects for the purpose of managing, reviewing and rendering advice and counsel in connection with Trust investments, with the Trustee having the power to grant such counsel the discretion to enter into transactions without consulting the Trustee, and when the Trustee exercises such powers, the Trustee shall not be held liable or otherwise surcharged for losses directly attributable to investments made on the advice and recommendations of the investment counsel or attributable to the actions of such counsel while exercising discretionary powers granted by the Trustee; employ any other counsel for general or specific purposes, including legal, tax, financial, accounting or other professional or technical services in connection with any Trust purpose or function;

(p) permit any beneficiary herein to reside in any dwelling house, occupy any land or have the custody and use of any chattels which are part of the Trust Estate, upon such terms, provisions and conditions as Trustee determines;

(q) release or restrict the scope of any power that the Trustee may hold in connection with the Trusts created under this instrument, whether such power is expressly granted in the instrument or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee, specifying the powers to be released or restricted and the nature of the restriction;

(r) partition, allot and distribute the Trust Estate, on any division or partial or final distribution of the Trust Estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution. In making any division or partial or final distribution of the Trust Estate, the Trustee shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated; but rather, the Trustee may, in the Trustee's discretion, make a non-pro rata division between trusts or shares and non-pro rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value. The exercise by the Trustee of the discretionary powers herein granted with respect to the allocation or distribution of property in kind shall be final and

conclusive upon all interested persons and shall not be subject to review and no beneficiary shall have the right to recoupment or restoration of any loss said beneficiary suffers as a result of such exercise of discretion;

(s) retain said Trust Estate in the same form as received by the Trustee or acquire any real and personal property of any and all kinds and character, wheresoever situated and from whomsoever, without limitation, including the acquisition or purchase of assets from a Trustor or from the estate or any trusts created by a Trustor upon such terms, provisions and conditions as the Trustee, may negotiate and determine; sell or exchange any part of or all of the Trust Estate, at public or private sale upon such terms and conditions as the Trustee may determine, or repair, improve, subdivide, develop or lease without restriction or limitation as to terms any part or all of the Trust Estate, whenever the Trustee deems it advantageous or advisable, transfer the Trust Estate to any other state or jurisdiction outside of the State of California if the Trustee deems such transfer to be in the best interest of the beneficiaries hereof;

(t) execute any and all documents on behalf of the Trust;

(u) notwithstanding anything in this instrument to the contrary, the Trustee shall not pay any death taxes, including interest or penalties, last-illness and funeral expenses, attorneys' fees, administration expenses, debts, or other obligations of a deceased Trustor or his or her estate from proceeds of insurance policies on a deceased Trustor's life. However, to the extent there are no other assets available for such purposes, the Trustee, in the Trustee's discretion, may use insurance proceeds that are otherwise taxable in a deceased Trustor's estate for federal estate tax purposes for such payments;

(v) if the trust principal held for any beneficiary who is over age eighteen (18) has a value which the Trustee determines is inadequate to warrant further trust administration, then the Trustee, in the Trustee's sole discretion, may distribute the entire Trust Estate to the beneficiary thereof and cause the Trust for such beneficiary to be terminated; provided, however, that such power to terminate a Trust hereunder may not be exercised by any Trustee who is a beneficiary of such Trust;

(w) exercise the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as amended from time to time, and shall allocate that

portion of the Generation-Skipping Transfer Tax Exemption under Section 2631 of the Code of a Trustor which remains unallocated at the time of said Trustor's death.

Section 5.2 Power to Divide Trust Fund (GSTT)

(a) If any trust established hereunder may be subject to the federal generation-skipping transfer tax ("GSTT") as a result of an inadequate, or inappropriate allocation of a transferror's GSTT exemption under Section 2631 of the Code, the Trustee may divide that trust and the property otherwise allocable thereto into two (2) separate trusts of equal or unequal value, but on the same terms and with the same beneficiaries, so that the Trustor's GSTT exemption may be allocated to one of the trusts to the exclusion of the other, so that one such trust shall have an inclusion ratio of one (1) for GSTT purposes and one such trust shall have an inclusion ratio of zero (0).

(b) In determining the denominator for the "applicable fraction" used in calculating the GSTT inclusion ratio for any trust hereunder, it is the Trustors' intent that the "applicable fraction" be calculated under the Treasury Regulations in effect at such time to accomplish the intended result. To this end, and notwithstanding any other provision hereof, unless changes in applicable Treasury Regulations require otherwise, the Trustors direct the Trustee to fund such trusts either using cash, date of distribution values, or (if the Trustee elects to fund such trusts in kind using date of death values) in a manner that fairly reflects net appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which the distribution could have been made, in accordance

with Proposed Treasury Regulations Section 26.2642 or any successor thereto.

Section 5.3 Power of Attorney.

The power and authority conferred upon a Trustee hereof shall constitute a "power of attorney" sufficient to enable it to transfer title to or any beneficial interest in any and all personal or real property of the Trustors to said Trustee if, in its discretion, said Trustee deems such transfer necessary for the purpose of this Trust.

Section 5.4 Determining Principal and Income.

Except as otherwise specifically provided in this instrument, the Trustee shall have the power, exercisable in the Trustee's discretion, to determine what is principal or income of the trust estate and to apportion and allocate receipts and expenses and other charges between these accounts, including also the power to charge in whole or in part against principal, or amortize out of or charge forthwith to income, premiums paid on the purchase of bonds or other obligations. The Trustee need not be required to establish a reserve for depreciation, or make charges for depreciation against income, but may do so if the Trustee in the Trustee's discretion so determines. The reserve and charges are to be established on the assumptions and in the amounts that the Trustee determines.

If the Trust is a member of a partnership, the Trustee shall be entitled to accept, for the partnership interest, any accounting methods used by the partnership, despite the inclusion of depreciation reserves by the accounting methods and the assumptions on which any reserve is based, and despite any

inconsistencies with the accounting methods used by the Trustee for other property of the Trust Estate.

No inference of imprudence or partiality shall arise if the Trustee, in exercising the discretion conferred here on the Trustee, has allocated a receipt or expenditure in a manner contrary to any provision of the California Revised Uniform Principal and Income Act. Except as the Trustee exercises the discretion conferred on the Trustee and except as otherwise provided in this trust instrument, matters relating to principal and income shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing.

Section 5.5 Special Limitation on Powers of a Trustee.

Notwithstanding the provisions of Section 5.1 hereof, after the death of a Trustor, any power or discretion given to any Trustee hereunder shall be exercisable, when possible, only by a Co-Trustee who is neither a beneficiary hereof nor the insured under any policy of life insurance owned by any Trust, Family or otherwise, whenever such restriction is necessary or desirable in order to prevent any adverse or unfavorable income or transfer tax consequence, including, but not limited to, the unfavorable estate tax consequences of inclusion of the policy proceeds in the Gross Estate of the insured.

Section 5.6 Duties of the Trustee in the Event of Dissolution of the Trustors' Marriage.

In the event a final judgment of dissolution of the marriage of the Trustors is entered by a court of competent jurisdiction,

the Trustee shall administer the community assets of the Trust Estate as follows:

(a) Whenever a court of competent jurisdiction makes an order or decree covering the community assets of the Trust Estate pursuant to the filing of a petition by either Trustor to dissolve the marriage, the Trustee shall comply with the terms and provisions of such order or decree;

(b) Whenever the Trustors duly execute an agreement covering the disposition of the community assets, the Trustee shall comply therewith; and

(c) In the absence of a court order, decree, or an agreement as aforesaid, upon final judgment or decree of dissolution of marriage, the Trustee's records shall thereafter reflect the character of the community property as the separate property of the parties, allocating one-half (1/2) the value thereof to each Trustor.

ARTICLE 6

ADMINISTRATION WHILE BOTH TRUSTORS ARE LIVING

Section 6.1 Distribution of Income and Principal During the Trustors' Lifetimes.

While both Trustors are living, the Trustee shall pay to the Trustors, or either of them, all the net income derived from any community property of the Trustors which is part of the Trust Estate, together with such amounts of community property as either Trustor shall direct in accordance with Section 3.1 hereof. In addition, the Trustee shall pay all the net income from any separate property to the contributing Trustor together with such

amounts of separate property principal as the contributing Trustor shall direct in writing.

Section 6:2 Conservatorship - Guardianship - Incapacity.

(a) Notwithstanding any other provision of this ARTICLE, if a conservator or a guardian is appointed by a court of competent jurisdiction for the person or estate of a Trustor, the Trustee shall pay to such conservator or guardian for the benefit of such Trustor such amounts of the net income and/or principal of the Trust Estate to which such Trustor is entitled under Section 6.1 hereof as may be necessary for the proper health, support, education and maintenance of such Trustor.

(b) Notwithstanding any other provision of this ARTICLE, if a Trustor shall be incapacitated, as evidenced by a written instrument from such Trustor's attending physician, under circumstances not involving a judicial proceeding, the Trustee shall pay to the non-incapacitated Trustor, or apply for the benefit of either Trustor, first from any community property which is a part of the Trust Estate, and then from any of the incapacitated Trustor's separate property which is a part of the Trust Estate, such amounts of net income and principal as may be necessary for the proper health, support, education and maintenance of both Trustors, until the incapacitated Trustor, as evidenced by a written instrument from said Trustor's attending physician, is able to manage his or her own affairs, or until the death of either Trustor. Any income not paid to or applied for the benefit of the Trustors shall be accumulated and added to the principal of the community or separate estate, as the case may be.

(c) Notwithstanding the foregoing, if neither Trustor is acting as a Trustee, the Trustee shall have the power to convey, encumber or otherwise dispose of community real and personal property under this instrument without the consent of either Trustor Husband or Trustor Wife, whether or not Trustor Husband or Trustor Wife shall then be capable of giving such consent.

ARTICLE 7

ADMINISTRATION OF THE TRUST ESTATE ON

THE DEATH OF A TRUSTOR

Section 7.1 Administration of the Trust Estate.

On the death of the first Trustor to die (the "Decedent"), the Trust Estate shall be distributed and administered as provided herein.

Section 7.2 Postponing the Division: The Alternate Valuation Date.

(a) The Trustee may postpone the actual division of the Trust Estate into separate trusts for a period of six (6) months after the death of the Decedent, and for any reasonable period thereafter; provided, however, that when the Trustee defers division or distribution of the Trust Estate, the deferred division or distribution shall be accounted for as if it had occurred at the date of death of the first Trustor to die, and the rights, including rights to income, shall be deemed to have accrued and vested as of such date.

(b) If the division of the Trust Estate is postponed as set forth above, the Trustee shall pay to or apply for the benefit of the Survivor at least annually such amounts of the net income or principal of the Trust Estate as may be necessary for the

Survivor's health, support, education and maintenance; provided, however, that the Trustee shall pay to or apply for the benefit of the Survivor all of the income attributable to property qualifying for the Federal estate tax marital deduction.

Section 7.3 Payment of Expenses, Taxes and Debts.

(a) If the Trustee determines that other provision has not been adequately made, the Trustee shall pay (i) any last illness and funeral expenses of the Decedent, (ii) any expenses incurred in the administration of the affairs of the Decedent, including attorneys' and accountants' fees for general or special services rendered, and (iii) any federal or state estate or inheritance taxes, including penalties and interest, arising by reason of the Decedent's death.

(b) Any expenses, costs or taxes incurred pursuant to subparagraph (a) of this Section shall be paid by and deducted from the Family Trust, except (i) to the extent that such expenses or costs are properly chargeable to the Survivor's share of community property included in the Trust Estate, they shall be charged to the Survivor's Trust, and (ii) the Trustee need not satisfy any such claims or obligations out of proceeds realized from any life or accident insurance policies which may be payable by reason of the Decedent's death. Notwithstanding the foregoing, the Trustee shall pay and charge to, prorate among, and/or recover, to the extent provided by any tax law or other statute, from the persons entitled to the benefits giving rise to such tax, any additional recapture tax imposed by reason of Section 2032A of the Internal Revenue Code (the "Code"). Any generation-skipping transfer tax imposed by reason of Section 2601 of Chapter 13 of the Code shall

be paid by the party liable for said tax under that Section and, if the Trustee is liable therefor, the amount of the tax shall be charged against the share of Trust Estate the allocation of which results in the imposition of said tax.

Section 7.4 Tax Elections.

The Trustee may elect to claim deductions alternatively for income tax purposes or for estate and inheritance tax purposes. In exercising such discretion, the Trustee shall not be required to allocate the tax benefit or detriment resulting from such elections against the interests of income or principal beneficiaries, and the decision and actions of the Trustee in connection therewith shall be conclusive and binding upon all beneficiaries hereunder.

Section 7.5 Distribution of Personal Effects.

If for any reason the distribution of a Trustor's personal property to the beneficiaries named under a Trustor's Will, bearing the same date as the Trust and giving effect to any codicils thereto, shall not have been effective, and if such assets are a part of the Trust Estate, then the Trustee shall distribute, free of trust, all of the Trustor's jewelry, clothing, household furniture and furnishings, personal automobiles, and other tangible articles of a personal nature, or Trustor's interest in any such property, not otherwise specifically disposed of by Trustor's Will, or in any other manner, together with any insurance on the property, to the Surviving Trustor, provided that the Surviving Trustor survives the Decedent by thirty (30) days. If the Surviving Trustor fails to survive the Decedent for that period, then said property shall be distributed to Trustors' then

living children, in equal shares, as said children shall agree. If there are no such children then living, this gift shall lapse and said property shall be added to the remaining balance of the Trust Estate to be administered and distributed as provided herein.

Section 7.6 Division of Trust Estate.

(1) On the death of the first Trustor to die (the "Decedent"), if the Decedent owns an interest in any asset which is or becomes a part of the Trust Estate, then the Trust Estate shall be divided into the following separate Trusts:

(a) The "Survivor's Trust", to be designated by prefixing the name of the surviving Trustor (the "Survivor"); and

(b) The "Qualified Terminable Interest Property Trust" (QTIP Trust), to be designated by prefixing the name of the Decedent; and

(c) The "Family Trust" to be designated by prefixing the name of the Decedent.

(2) The share of the Trust Estate allocated to the Survivor's Trust shall consist of the following: (i) all of the Survivor's separate property and (ii) the Survivor's interest in the community property of the Trustors, adjusted to reflect the value of any community property which vests in the Survivor otherwise than under this Trust Agreement. Notwithstanding anything to the contrary in this paragraph, the Trustee may allocate the real property which the Trustors are using as their principal place of residence at the time of the Decedent's death and the furniture and furnishings therein to the Survivor's Trust, subject to any and all liabilities and encumbrances thereon, if any. The Sur-

vivor's Trust shall be administered and distributed in accordance with the provisions contained in ARTICLE 8 hereof.

(3) The share of the Trust Estate allocated to the QTIP Trust shall consist of the balance of the Trust Estate which is not allocated to the Survivor's Trust as aforesaid. The QTIP Trust shall be irrevocable and shall be administered and distributed in accordance with the provisions contained in ARTICLE 9 hereof. Notwithstanding anything contained herein, if a reduction of the property allocated to the QTIP Trust under this Section would not result in any increase in the federal estate tax upon the Decedent's estate after allowing for the unified credit against the federal estate tax and the credit for state death taxes (but only to the extent that consideration of the latter credit does not increase the amount of state succession taxes otherwise payable to any state by reason of Decedent's death), the property allocated to the QTIP Trust shall be reduced by the largest amount which, after taking into account all federal estate tax deductions other than the marital deduction, will result in no such increase and such amount shall not pass under the QTIP Trust but shall instead pass to and become a part of the "FAMILY TRUST", which is irrevocable and shall be administered and distributed in accordance with the provisions contained in ARTICLES 10 and 11 hereof; and, provided further, that this provision shall not limit the discretion of the Decedent's personal representative in making an election for federal estate tax purposes between the valuation of the Decedent's estate at the date of his or her death and valuation at an alternate date, or to claim expenses or losses as

either federal estate tax deductions or federal income tax deductions.

The Trustee shall satisfy such pecuniary amount in cash or kind, or partly in each, and assets allocated in kind to satisfy a pecuniary amount shall be deemed to satisfy such amount on the basis of their values at the date or dates of allocation. The Trustee shall allocate to the QTIP Trust only assets contributed to or added to the Trust which are eligible for the federal estate tax and marital deduction, and only to the extent such transfer would effect a reduction in the federal estate tax otherwise payable by reason of Decedent's death.

(4) The Surviving Trustor may, at any time within nine (9) months of the death of the Decedent, disclaim in whole or in part any interest, right, or benefit granted to the Surviving Trustor under the provisions of the QTIP Trust which disclaimer shall comply with Sections 2046 and 2518 of the Internal Revenue Code, as amended from time to time. The portion of the Trust Estate so disclaimed by the Surviving Trustor shall be allocated to and become a part of the Family Trust and shall be held, administered and distributed in accordance with its terms.

(5) The balance of the Trust Estate not allocated to the Survivor's Trust or to the QTIP Trust as aforesaid, shall be allocated to and become a part of the Family Trust and shall be administered and distributed in accordance with the provisions contained in ARTICLES 10 and 11 hereof.

ARTICLE 8

ADMINISTRATION OF THE SURVIVOR'S TRUST

Section 8.1 Survivor's Powers.

The Survivor's Trust is a revocable Trust and the Surviving Trustor (the "Survivor") shall have the absolute power to amend, revoke or invade the principal of the Survivor's Trust.

Section 8.2 Payment of Income and Principal.

The Trustee shall pay to or apply for the benefit of the Survivor, during the Survivor's lifetime, in monthly or other convenient installments, but in no event less often than annually, all of the net income of the Survivor's Trust. In addition, the Trustee shall pay to the Survivor such amounts of the principal of the Survivor's Trust up to the whole thereof, as the Survivor may direct from time to time or, in the event the Survivor does not so direct, as the Trustee shall determine to be necessary for the Survivor's proper health, support and maintenance.

Section 8.3 General Power of Appointment.

On the death of the Survivor, the Survivor's Trust shall terminate, and the Trustee in the Trustee's discretion may pay out of any of the principal of the Survivor's Trust (i) any last illness and funeral expenses of the Survivor, (ii) any expenses incurred in the administration of the affairs of the Survivor, including attorneys' and accountants' fees for general or special services rendered and any other probate fees and (iii) any federal or state taxes including penalties and interest arising by reason of the Survivor's death. The Trustee shall distribute any remaining balance of the Survivor's Trust to such persons, including the Survivor's estate, as the Survivor shall appoint by

a written instrument filed with the Trustee specifically referring to and exercising this general power of appointment. Notwithstanding the foregoing, the Trustee shall pay and charge to, prorate among, and/or recover, to the extent provided by any tax law or other statute, from the persons entitled to the benefits giving rise to such tax, any additional recapture tax imposed by reason of Section 2032A of the Code. Any generation-skipping transfer tax imposed by reason of Section 2601 of Chapter 13 of the Code shall be paid by the party liable for said tax under that Section and, if the Trustee is liable there for, the amount of the tax shall be charged against the share of Trust Estate the allocation of which results in the imposition of said tax.

Section 8.4 Failure to Effectively Appoint.

Any of the Survivor's Trust not effectively appointed by the Survivor as set forth above shall be added to the principal of the Family Trust and administered in accordance with the provisions thereof.

ARTICLE 9

ADMINISTRATION OF THE QUALIFIED TERMINABLE

INTEREST PROPERTY (QTIP) TRUST

Section 9.1 Election Pursuant to Internal Revenue Code Section 2056(b)(7)(B)(v).

The Trustee is requested but not directed to elect that any part or all of any amount passing under this ARTICLE 9 be treated as qualified terminable interest property for the purpose of qualifying for the marital deduction allowable in determining the federal estate tax on the Decedent's estate.

Section 9.2 Payment of Income and/or Principal of the QTIP Trust.

The Trustee shall pay to or apply for the sole benefit of the Survivor during the Survivor's lifetime all of the net income of the QTIP Trust in monthly or other convenient installments but in no event less often than annually. In addition to the payment of income, the Trustee shall pay to said Survivor such amounts of the principal of the QTIP Trust as may be required for the Survivor's proper health, support and maintenance.

Section 9.3 Distribution of QTIP Trust.

Upon the death of the Survivor, the QTIP Trust shall terminate and the Trustee shall distribute to the Estate of the Survivor all accrued but undistributed income of such QTIP Trust. The Trustee in the Trustee's discretion may pay out of any of the principal of the QTIP Trust (i) any expenses and costs incurred in the administration of the affairs of said Trust, including but not limited to attorneys' and accountants' fees for general or special services rendered and (ii) any federal estate or state inheritance taxes including penalties and interest arising by reason of the inclusion of any portion of the QTIP Trust in the estate of the deceased Trustor for federal or state death tax purposes after taking into account any recovery by the Trustee pursuant to §2207A of the Internal Revenue Code, as amended. The Trustee shall distribute any remaining balance of the principal of said QTIP Trust to the Family Trust to be distributed and administered in accordance with its terms.

ARTICLE 10

ADMINISTRATION OF THE FAMILY TRUST

DURING THE SURVIVOR'S LIFETIME

Section 10.1 Administration of the Family Trust.

The Family Trust (the "Family Trust") shall be irrevocable on the death of the Decedent and the rights of the Survivor therein shall be limited as hereinafter set forth. The Family Trust shall be administered and distributed as set forth in this ARTICLE.

Section 10.2 Payment of Income of the Family Trust.

The Trustee shall pay to or apply for the benefit of the Survivor all of the net income of the Family Trust in quarterly or more frequent installments. Any income not so distributed shall be accumulated and added to principal.

Section 10.3 Payment of Principal of the Family Trust.

In addition to the payment of income as set forth above, the Trustee shall pay to or apply for the benefit of the Survivor such amounts of the principal of the Family Trust as the Trustee, in the Trustee's sole discretion, deems appropriate for the proper health, support and maintenance of the Survivor.

ARTICLE 11

ADMINISTRATION OF THE FAMILY TRUST

ON THE DEATH OF THE SURVIVOR

Section 11.1 Augmentation of the Family Trust.

On the death of the Survivor, any remaining balance of the Family Trust, as augmented by (i) any remaining balance of the Survivor's Trust not effectively appointed pursuant to Section 8.3 and/or (ii) any remaining balance of the QTIP Trust pursuant to

ARTICLE 9 and/or (iii) any property included in the Survivor's probate estate, shall be administered as hereinafter provided.

Section 11.2 Division of the Family Trust, As Augmented, Into Separate Shares.

The Trustee shall divide the Family Trust, augmented as set forth above, into as many equal shares as there are children of the Trustors then living and deceased children of the Trustors leaving issue then surviving; provided, however, if the Trustor's son, ANTHONY R. LINDSKOG, shall not have attained the age of twenty-two (22) years, the Trustee shall increase the share allocated to him in an amount equal to Twenty Thousand Dollars (\$20,000) for each year that he is under the age of twenty-two (22) years, and each share not allocated to ANTHONY R. LINDSKOG shall be reduced proportionately to compensate for the increase in the share allocated to ANTHONY R. LINDSKOG. For example, if at the time the Surviving Trustor dies, ANTHONY R. LINDSKOG is age twenty (20) years, the Trustee shall increase his share of the Trust Estate by Forty Thousand Dollars (\$40,000) and shall decrease the shares allocated to the Trustors' other children proportionately. Thereafter, one (1) such share shall be allocated to each then living child of the Trustors and one (1) such share shall be allocated to each group composed of the then living issue of each deceased child of the Trustors. Each share shall be distributed or retained in trust and administered as hereinafter provided.

ARTICLE 12

ADMINISTRATION OF THE SHARES OF THE FAMILY TRUST
ALLOCATED TO LIVING CHILDREN OF THE TRUSTORS

Section 12.1 Outright Distribution.

Each share allocated to a then living child of the Trustors, except for ANTHONY R. LINDSKOG and LINDA PUENTE, shall be distributed to such child outright and free of trust. The shares allocated to ANTHONY R. LINDSKOG and LINDA PUENTE shall be held in trust and administered as hereinafter provided.

Section 12.2 Administration of the ANTHONY R. LINDSKOG Trust.

(a) The Trustee shall distribute such amounts of income and principal of the Trust Estate as the Trustee, in the Trustee's sole discretion deems appropriate for his proper health, support, education and maintenance. Any income not so distributed shall be accumulated and added to principal.

(b) When ANTHONY R. LINDSKOG shall have attained the age of twenty-five (25) years, twenty percent (20%) of the principal remaining in his Trust, plus any accumulated income, shall be distributed to him, free of trust; and when he shall have attained the age of thirty (30) years, the Trust shall terminate and balance of the principal remaining in his Trust, plus any accumulated income, shall be distributed to him, free of trust.

(c) If ANTHONY R. LINDSKOG dies before becoming entitled to receive distribution of his entire trust, the undistributed balance of his Trust shall be immediately distributed, free of trust, to his then living issue, by right of representation or, if there are no such issue, to the then living issue of Trustors, by right of representation; provided, however, that if a part of that

balance would otherwise be distributed to a person for whose benefit a trust is then being administered hereunder or for whose benefit a trust would have been established had the Trustors' child predeceased said person, that part shall instead be added to or retained in trust and administered according to such terms, except that in the case of any trust that has been partially distributed because of a beneficiary's attainment of a designated age, any addition shall augment proportionately the distributed and undistributed portions of the trust:

Section 12.3 Administration of the LINDA PUENTE Trust.

(a) The Trustee shall distribute such amounts of income and principal of the Trust Estate as the Trustee, in the Trustee's sole discretion, deems appropriate for her proper health, support, and maintenance. Any income not so distributed shall be accumulated and added to principal.

(b) Upon the death of LINDA PUENTE, the Trust shall terminate and the balance of the principal remaining in her Trust, plus any accumulated income, shall be distributed, free of trust, to her then living issue, by right of representation; provided, however, if the balance would otherwise be distributed to a person for whose benefit a trust is then being administered hereunder, that part shall instead be added to or retained in trust and administered according to such terms, except that in the case of any Trust that has been partially distributed because of a beneficiary's attainment of a designated age, any addition shall augment proportionately the distributed and undistributed portions of the Trust.

ARTICLE 13

ADMINISTRATION OF THE SHARES OF THE FAMILY TRUST

ALLOCATED TO LIVING CHILDREN OF A DECEASED CHILD

OF THE TRUSTORS

Section 13.1 Creation of a Single Pot Trust.

Each share of the Trust Estate allocated to the group consisting of the living issue of a deceased child of the Trustors shall be retained as a Single Pot Trust and administered as hereinafter provided.

Section 13.2 Payment of Income and Principal of the Single Pot Trust.

(a) The Trustee of the Single Pot Trust created pursuant to this ARTICLE shall pay to or apply for the benefit of the beneficiaries described above such amounts of the net income and principal of the Trust Estate of such Single Pot Trust as the Trustee in the Trustee's sole discretion deems appropriate for their health, support, maintenance and education. Any net income not distributed shall be accumulated and added to principal.

(b) In making distributions pursuant to this Section the Trustee may pay more income or principal to, or apply more income or principal for, the benefit of some beneficiaries to the exclusion of others. Any payment or application of benefits pursuant to this subparagraph shall be charged against the Trust Estate as a whole rather than against the ultimate distributive share of such beneficiary.

Section 13.3 Secondary Distributions from the Single Pot Trust.

When the youngest then living beneficiary hereunder attains the age of thirty (30) years, the Trustee shall divide the Trust

Estate into as many equal shares as there are living children of the Trustors' deceased child and deceased children of Trustors' deceased child leaving issue surviving. One (1) such share shall be allocated to each then living grandchild of Trustors and one (1) such share shall be allocated to the group composed of the then living issue of the Trustors' deceased grandchild.

(a) Each share allocated to a living grandchild of the Trustors pursuant hereto shall be retained as a separate Trust and administered as set forth in this Section 13.3.

(b) The Trustee shall pay to or apply for the benefit of each such grandchild for whom a separate trust has been created such amounts of net income and principal thereof as the Trustee, in the Trustee's sole discretion, deems appropriate for the proper health, education, support and maintenance of such grandchild in his or her accustomed manner of living.

(c) When each such grandchild for whom a separate trust has been created shall attain the age of thirty (30) years, twenty percent (20%) of the principal remaining in his or her trust, plus any accumulated income, shall be distributed to such grandchild, free of trust; and when such grandchild shall have attained the age of thirty-five (35) years, the balance of the principal remaining in his or her trust, plus any accumulated income, shall be distributed to such grandchild, free of trust.

(d) If Trustors' grandchild dies before becoming entitled to receive distribution of his or her entire trust, the undistributed balance of that grandchild's trust shall immediately be distributed, free of trust, to the then living issue of such grandchild, by right of representation or, if there are none, to the then

living issue of Trustors, by right of representation; provided, however, that if a part of that balance would otherwise be distributed to a person for whose benefit a trust is then being administered hereunder or for whose benefit a trust would have been established had the Trustors' grandchild predeceased him, that part shall instead be added to or retained in trust and administered according to such terms, except that in the case of any trust that has been partially distributed because of a beneficiary's attainment of a designated age, any addition shall augment proportionately the distributed and undistributed portions of the trust.

Section 13.4 Administration of the Share Allocated to the Issue of Each Deceased Child of the Trustors' Deceased Child.

Each share allocated to the group composed of the living issue of a deceased child of the Trustors' deceased child shall be distributed to such issue, by right of representation, free of trust.

ARTICLE 14

COMMON DISASTER

Section 14.1 Distribution of the Trust Estate After Common Disaster.

If at any time before full distribution of the Trust Estate both Trustors and all of their issue are deceased and no other disposition of the Trust Estate is directed, the portion of the Trust Estate then remaining shall be distributed as follows:

(a) All of Trustor Husband's separate property and all of Trustor Husband's interest in the community property of the

Trustors shall be distributed to those persons who would then be the heirs of Trustor Husband; and

(b) All of Trustor Wife's separate property and all of Trustor Wife's interest in the community property of the Trustors shall be distributed to those persons who would then be the heirs of Trustor Wife.

(c) The identities and respective shares of the Trustors' heirs shall be determined according to the laws of the State of California then in effect relating to the succession of separate property not acquired from a predeceased spouse.

ARTICLE 15

GENERAL PROVISIONS

Section 15.1 Interest.

Except as otherwise provided in this instrument, the Trustors have intentionally and with full knowledge omitted to provide for their heirs.

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

Section 15.2 Invalidity of Provisions.

Should any provisions of this Trust Agreement be determined to be ineffective or invalid for any reason whatsoever, the other provisions hereof shall nevertheless remain in full force and effect.

Section 15.3 Disclaimer by a Beneficiary.

Any beneficiary hereunder may disclaim in whole or part any of the benefits conferred upon him under any trust created hereunder within the period and in the manner specified in 2518 of the

Internal Revenue Code of 1986, as amended, and the existing laws of the State of California as they relate to disclaimers. Any beneficiary who disclaims any such benefits is requested to consult counsel prior thereto in order to ascertain the legal consequences of such disclaimer.

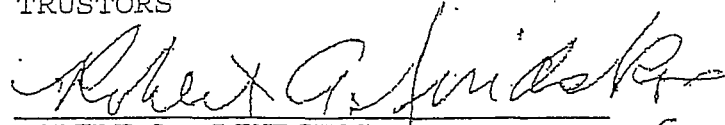
Section 15.4 No-Contest Clause.

In the event any beneficiary under this Trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this Trust or shall seek to obtain an adjudication in any proceeding in any court that this Trust is void, or seek otherwise to void, nullify, or set aside this Trust or any of its provisions, then the right of such person to take any interest given to him by this Trust shall be determined as it would have been determined had the person predeceased the execution of this Trust without surviving issue.

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

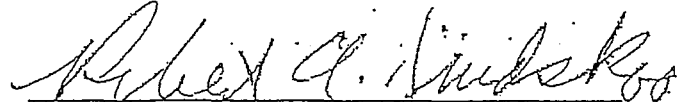
IN WITNESS WHEREOF, the parties hereto have executed this
Trust Agreement on the date first hereinabove written.

TRUSTORS


ROBERT A. LINDSKOG


EVA M. LINDSKOG

TRUSTEES


ROBERT A. LINDSKOG


EVA M. LINDSKOG

E5958.LC
7/25/95

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On 8/3/95, before me, VIRGINIA HUERTA,

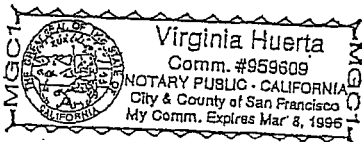
Notary Public, personally appeared ROBERT A. LINDSKOG and EVA M. LINDSKOG

personally known to me -OR

proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed this instrument.

WITNESS my hand and official seal.

Virginia Huerta
Signature of the Notary



AMENDMENT NUMBER ONE
TO THE
THE LINDSKOG 1995 REVOCABLE TRUST
(U/D/T 8/1/95)

FIRST
PURPOSE AND INTENT

EVAM. LINDSKOG and ROBERT A. LINDSKOG, through EVA M. LINDSKOG acting on behalf of ROBERT A. LINDSKOG under a duly executed durable Power of Attorney, being the sole Trustors and sole current beneficiaries of THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95, (the "Trust") in exercise of the rights to revoke or amend reserved to them as the Trustors by the provisions of the Trust including, but not limited to, the provisions of Article 3.2 on page 6 of the Trust Declaration, and all subparagraphs thereto, hereby modifies the Trust as follows which actions are joined in and accepted by EVA M. LINDSKOG who is the sole currently acting Trustee.

~~The intent of this document is to modify only the distribution terms applicable to EVA M. LINDSKOG's half of the community property estate of the Trustors held by the Trust, which she has the unrestricted right to do. She is not using her powers, either as a co-trustor, the sole acting trustee or as ROBERT A. LINDSKOG's agent, to modify the ultimate distribution shares of ROBERT A. LINDSKOG's half of the community property estate of the Trustors as previously specified by the Trust document of 1995, which, in essence, leaves it to the four children and makes no effort to reduce the impact of federal estate taxes. It is EVA M. LINDSKOG's intent to accelerate the four children's enjoyment of ROBERT A. LINDSKOG's property (with the exception of those specific residences and furnishings reserved herein), but said acceleration shall only occur on the condition that none of the children contest her right to leave her half of the community property estate, charity or for charitable purposes.~~

Accordingly and further per the terms of Section 4.1 on page 7, EVA M. LINDSKOG is exercising the authority granted to "either of" the Trustors "to execute any and all documents on behalf of the Trust relating to the Trustors' community property assets which are a part of the Trust Estate."

It is the intention of EVA M. LINDSKOG, as the current sole acting Trustee to respect the intent of ROBERT A. LINDSKOG to make equal division of his property remaining after the death of both Trustors to the four children. However, to the extent that the terms hereof appear to effect ~~an impermissible~~ modification of the terms applicable to a distribution of ROBERT A. LINDSKOG's assets existing at his death, these provisions shall be deemed to apply only to modify the distributive shares of EVA M. LINDSKOG's assets, to make them unequal so that the Children only receive a reasonable amount of assets, only a reasonable amount of estate taxes are paid, and the special needs

~~of Linda and Anthony are accommodated. For that purpose, and to the extent necessary, the provisions hereof modify the directions of Section 7.6 (pg 26) so that trusts for the benefit of the surviving spouse are not created (and to the extent necessary Sections Paragraph 8.4 & 9.3 directing distributions of the trusts created for the benefit of the surviving spouse) so that the separate trust balance(s) shall not be first added to and then distributed with the shares of the Family Trust, as such combination would defeat the stated purpose hereof, but rather each trust would be separately distributed.~~

If and to the extent necessary to accomplish the purposes hereof under the strictures of the Trust, as written, EVA M. LINDSKOG revokes and concurrently reestablishes the LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95 Trust under the same name and with all the same terms, except as provided in this document.

SECOND SUCCESSOR TRUSTEES

With respect to Article 4, ROBERT A. LINDSKOG is no longer acting as a Trustee of the Trust and EVA M. LINDSKOG is now acting as the sole trustee.

Section 4.2 (pg 7) is modified to read and EVA M. LINDSKOG is exercising the powers of the successor trustee granted to her to appoint alternates under Section 4.8 (pg 9). To the extent that EVA M. LINDSKOG has the power to change the order of nomination of successor Trustees for ROBERT A. LINDSKOG's portion of the Trust, Paragraph 4.2, is modified to read as follows: ~~To the extent that EVA M. LINDSKOG does not have the power to change the order of nomination of successor Trustees as to ROBERT A. LINDSKOG's share of the Trust, she confirms the nomination and selection of WILLIAM SHINE and requests that he honor the following directions by appointing VINCENT J. DeMARTINI & JANIS BARKER to act with him so as to accomplish the following expressed desire.~~

Section 4.2. Successor Trustees

A. Upon the death, resignation, incapacity, removal or other cessation of service as a Trustee, (hereinafter together with a failure to qualify or willingness to act referred to as "fails to act") by both EVA M. LINDSKOG and ROBERT A. LINDSKOG, ~~then WILLIAM SHINE, VINCENT J. DeMARTINI & JANIS BARKER shall succeed jointly as the Trustees.~~ Each shall have the right to appoint a successor to his or her position as Trustee. If any of them fails to act, then the other two shall serve with the successor that was selected and designated in writing by the one failing to act. However, if any of them fails to act, and also fails to have made an effective appointment, or that appointee, and all alternates fail to act, then the other two shall appoint a third person to serve with them.

B. However, if any of them fails to act, and fails to have made an effective appointment, or that appointee, and all alternates, fail to act, then the other two shall appoint a third

person to serve with them. It being the intent that if neither of the Trustors is serving as Trustee, then three persons are serving as co-Trustees. However, if all of them fail to act, and all fail to have made an effective appointment, or that appointee, and all alternates fail to act, then the attorney then representing the Trust shall appoint a successor trustee which is an institution licensed and qualified to act as a corporate trustee, or if no such appointment is made, then the ~~BANK OF AMERICA~~ N. T. & S.A., or its successor corporate trustee, shall serve as the Trustee.

THIRD
DIVISION AND DISTRIBUTION OF TRUST ESTATE

Section 7.6 (commencing on pg 26) is deleted and replaced with the following:

Section 7.6 Division of Trust Estate

(1) On the death of the first Trustor to die (the "Decedent") the assets of the Trust shall be divided into ~~two equal shares~~, the Decedent's Share and the Survivor's Share.

(a) If then owned by the Trust or transferred to the trust on such death, the Survivor's Share shall include the principal residence of the Trustors (currently the home in Greenbrae, or its replacement) and the Trustors' second home (currently the home in Santa Rosa or its replacement) and all the contents, furniture and furnishings of each, subject to any encumbrances thereon and together with any insurance thereon.

(b) ROBERT A. LINDSKOG's share shall include the house in Mill Valley once owned by ROBERT A. LINDSKOG's mother if then owned by the Trust.

(c) Assets may be allocated between the shares (and, as applicable, to each independent share thereof) by either prorata or non-prorata division, in cash or in kind, or partly in each, including in undivided interests, or in any combination of these ways.

(2) The Survivor's Share shall be held and administered per the terms of Article 8, Administration of the Survivor's Trust.

(3) On EVA M. LINDSKOG's death, her share of the trust shall be distributed:

(a) \$1.0 Million of assets shall be set aside as the Anthony R. Lindskog charitable remainder trust as specifically provided in the TERMS OF THE ANTHONY R. LINDSKOG CHARITABLE REMAINDER TRUST attached to this AMENDMENT NUMBER ONE as Exhibit "A" attached hereto and incorporated in this document in full by this reference. If ANTHONY R. LINDSKOG does not survive EVA M. LINDSKOG, then no charitable remainder trust shall be established and the net residue shall pass directly to the LIVEWIRE LINDSKOG FOUNDATION.

(a) Any taxes or expenses shall next be paid

(b) The balance shall be set aside for charity and held as the LIVEWIRE LINDSKOG FOUNDATION, of which WILLIAM SHINE, VINCENT J. DeMARTINI & JANIS BARKER shall be the initial members of the board, as specifically provided in the TERMS OF THE ANTHONY R. LINDSKOG CHARITABLE REMAINDER TRUST attached to this AMENDMENT NUMBER ONE as Exhibit "B" attached hereto and incorporated in this document in full by this reference.

(4) On ROBERT A. LINDSKOG's death, his share of the trust shall be distributed in four equal shares to the children pursuant to Section 11.2 (commencing pg 33) with the following adjustments:

(a) ANTHONY R. LINDSKOG's share:

(i) Due to the amounts spent during the Trustors' lives for Anthony's care, the additions to Anthony's share in Section 11.2 will not be made.

(ii) If Anthony is a conservatee at ROBERT A. LINDSKOG's death, the principal distributions provided in Section 12.2 (b) shall not be made, but rather the trust shall continue for ANTHONY R. LINDSKOG's life and be distributed thereafter per the terms of Section 12.2 (c).

(iii) If Anthony is not a conservatee at ROBERT A. LINDSKOG's death, ~~ANTHONY R. LINDSKOG shall have an option to take as a portion of his share, the Greenbrae house, valued at its FET value.~~ If he so elects and it is worth more than his share, net of t, e & d, then he may purchase the balance. Such election to be made within 7 months of ROBERT A. LINDSKOG's death. Provided, however if EVA M. LINDSKOG survives ROBERT A. LINDSKOG and the Greenbrae house is transferred to her share of the Trust, then such option shall be converted to an option to buy said house at its fair market value at her death, or if less then at its FET value in EVA M. LINDSKOG's estate with such option to be exercised and such purchase to be completed within 3 months of EVA M. LINDSKOG's death.

(b) ~~Laura shall have an option to take as a portion of her share, Bob's mother's Mill Valley house, valued at its FET value.~~ If she so elects and it is worth more than her share, net of taxes, expenses and debts, then she may purchase the balance. Such election to be made within 7 months of ROBERT A. LINDSKOG's death. If such property is not owned by the Trust at ROBERT A. LINDSKOG's death, this option shall not apply.

(c) ~~Allan shall have an option to take as a portion of his share, the Santa Rosa house, valued at its FET value.~~ If he so elects and it is worth more than his share, net of taxes, expenses and debts, then he may purchase the balance. Such election to be made within 7 months of ROBERT A. LINDSKOG's death. Provided, however if EVA M. LINDSKOG survives ROBERT

A. LINDSKOG and the Santa Rosa house is transferred to her share of the Trust, then such option shall be converted to an option to buy said house at its fair market value at her death, or if less then at its FET value in EVA M. LINDSKOG's estate with such option to be exercised and such purchase to be completed, if at all, within 3 months of EVA M. LINDSKOG's death.

FOURTH

In light of the foregoing, and on condition of the validity and effectiveness of the changes made by EVA M. LINDSKOG and on the condition of non-contest by the children or any of them, Articles 8, 9 and 10 are deleted.

FIFTH

Section 5.7 is added as follows:

Section 5.7 Limited Powers of Amendment by Certain Trustees

Purpose of Amendments.

1. At any time hereunder, ~~the Trustee,~~ other than any person,

A. Who has ever made a gift transfer to the Trust; or

(1) Who is a Recipient of the Trust (except in the case of any amendment which does not result in the Trustee-Recipient receiving any new or enlarged direct or indirect financial benefit from the Trust within the meaning of § 2041 of the I.R.C. \S); from time to time may, notwithstanding any other provision of this instrument, ~~amend or restate this instrument,~~ or any appropriate portion hereof, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustee:

(a) To cope with tax and/or other circumstantial changes that may affect achievement of the purpose of the Trust and/or the rights of any Recipient or any Remaindermen to the benefits intended hereby (but not for an increase in the Recipient's benefits); and/or

(b) To take advantage of changed trust drafting approaches for coping with potential trust problems (or otherwise improve the clarity and administrability of the Trust provisions);

(c) In whatever way or ways, the Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as reasonably interpreted by the Trustee; of firstly, the intended charitable remaindermen, and secondarily the Recipient. The Trustee shall be guided by what, in the sole judgment of the Trustee alone, would apparently be the Trustors' original

intent in creating and funding this Trust in the light of the then circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

i. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

ii. Divide the Trust or any share at any time (before or after it is funded with assets) into two or more separate trusts (representing fractional shares of any property being divided governed by the same terms and conditions as if no such division were made);

iii. Merge separate shares or trusts governed by similar provisions;

iv. Provide for the creation of one or more separate subtrusts or subaccounts (equivalent to a separate trust) in the Trust with respect to which subtrust or subaccount more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all the property that may at any time be held in or allocable to the Trust to be segregated and transferred to that subtrust or subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the primary beneficiary or one or more of the other current beneficiaries of the Trust - such as, by way of example and not limitation, to permit:

2. Such property, interest, or beneficiary to qualify for any governmental or tax benefit, tax exemption or tax election;

3. A disclaimer to be made; or

4. Shares of S corporation stock to be held in a subaccount that satisfies the statutory requirements of a qualifying stockholder.

A. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiary(ies) and/or Trustee hereunder.

B. Restrictions on Amendments. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

(1) Extend the period of the Trust's existence beyond the already applicable rule against perpetuities limitation period or the stated term of the Trust;

(a) Diminish in any way any enforceable right any charitable remaindermen may already have to receive the income or principal of the Trust, as provided in this document;

(2) Reduce in any way the restrictions or limitations, as set forth elsewhere in this Agreement, on:

- (a) The Trustors;
- (b) The Trustee and any fiduciary actions;
- (c) The Trustee's limited power of amendment under this Article;
- and
- (d) Who (or what institutions) can qualify to fill any office of Trustee hereunder;

unless as a result of some change in the federal tax laws, regulations, or rulings on which taxpayers may rely, such reduction of restrictions and/or limitations will no longer have any adverse transfer tax effect on the Trust, any person who directly or indirectly has transferred assets to it, or any of its beneficiaries,

(3) Discriminate in any significant financial way in favor of one or more beneficiaries to the detriment of any other beneficiary(ies) where such beneficiaries are, under the terms of this instrument, to be treated in substantially equal fashion; nor

(4) Make any change that would have the effect of disqualifying the Trust as a charitable remainder trust under Section 664.

C. Method of Making Amendments. Any such amendment shall be made by written instrument, executed by such amending Trustee with all the formalities of a deed and clearly specifying the effective date of such amendment.

(1) Exculpation. The Trustee shall not be liable for any exercise of or failure to exercise this limited power of amendment (or for a release of any or all these powers) if the Trustee acted in good faith in taking or failing to take any such action (whether or not requested to do so by any beneficiary or any beneficiary's representative). The Trustee may obtain a professional opinion and/or a private letter ruling or other assurance before taking any such action, at the expense of the Trust.

SIXTH

Section 4.9 is expanded to read:

2. Trustee's Powers and Discretions

A. The Trustee shall have all of the following powers with respect to all property and funds of the Trust or any Trust share being administered under this Declaration:

(1) The Trustee may accept the Trust funded with and continue to hold any asset or collection assets or any replacement of same without diversification and may invest in any type or concentration of assets as he may select and need not be concerned about maximizing returns, minimizing risks, or balancing same. He may emphasize generation of income or growth of principal or neither. For example, he may invest all the trust's assets in short term options or may leave same all in a bank savings account in anticipation of a market spike or correction or otherwise or for any other reason, without liability to the trust or any beneficiary. The Trustee may ignore the future rights of actual or potential beneficiaries or the trustee may invest the trust assets solely for same and ignore the interests of the current discretionary beneficiaries. No prudent, normal, or legal standards of investment shall apply to the Trustee, but he cannot acquire speculative assets for the trust from himself or his affiliates. Nothing in this document is intended to empower the person acting as Trustee that would make the income taxable to him under I.R.C. §678.

(2) Any specification of powers granted to the Trustee shall not be construed as a limitation, it being the intent of the Trustor that at no time shall the Trustee be prevented through lack of an expressly granted power from taking any action in connection with the trust's affairs that an outright owner of property could take with respect to his own property, except as specifically provided elsewhere herein.

(3) The Trustee may borrow money, may acquire and hold assets on a leveraged basis and secured by or subject to loans and may repay such loans when the Trustee deems same appropriate. Failure to pay any such loan, or installment thereon, when due shall not subject the trustee to personal liability if no cash is available in the trust to pay same.

3. Limitations on Trustee's Liability

A. No Trustee shall be liable for any mistake or error of judgment in the administration of the trust, except for such Trustee's gross negligence or willful misconduct. No successor Trustee shall be responsible in any way for any acts or omissions of any previous Trustee, and shall not audit or otherwise inquire into the accounts, acts or omissions of any predecessor unless requested to do so by an adult beneficiary, or a guardian of a minor beneficiary, of the Trust. A successor Trustee shall be chargeable only for those assets held by a predecessor in a fiduciary name or disclosed in the trust accounts.

B. The Trustee shall not individually or personally be liable for any act or omission of any agent or employee of the trustee unless the trustee has acted in bad faith in the selection and retention of such agent or employee.

C. Any action undertaken by the Trustee shall be conclusive and binding upon all beneficiaries hereunder, whether present or future. Any determination made by the Trustee in good faith with respect to the exercise or nonexercise of any power shall be in the Trustee's sole, absolute and uncontrolled discretion and shall fully protect the Trustee and, to the extent permitted by law, shall be binding and conclusive upon all persons interested in any trust hereunder and not subject to

review. No trustee acting hereunder shall be liable to (1) any beneficiary of the trust or (2) any other person interested in the trust, for any action or failure to act, except for willful misconduct or gross negligence; provided, however, the Trustee shall never have personal liability to anyone for making or failing to make any discretionary distributions, notwithstanding the Trustee's willful misconduct or gross negligence. Except for the Trustee's willful misconduct or gross negligence unrelated to discretionary distributions, the Trustee shall be indemnified and held harmless jointly and severally by the trust estate and by the Trustor and the Trustor's estate from and against any and all liens, claims, liabilities and expenses, including reasonable attorneys' fees, for which the Trustee may be liable or subjected, arising out of, emanating from or made with respect to the trust or any assets or liabilities thereof or any beneficiary thereof or the creditor of any beneficiary thereof or any other person interested in the trust or distributions from same. Notwithstanding the generality of the foregoing, the Trustee shall not be liable upon any claim or suit brought by any of either Trustor's issue, or any issue or creditors of said issue, for any action or failure to act, including willful misconduct or gross negligence, and if the Trustee is so liable, the Trustee shall be a beneficiary hereunder to the extent of such liability and any expenses of the Trustee in connection therewith, and the Trustee and the Trustee's heirs, successors and assigns shall be indemnified in accordance with this section notwithstanding the Trustee's willful misconduct or gross negligence.

D. The trust shall indemnify and hold the Trustee harmless from any loss, cost or expense incurred as a result, directly or indirectly, of acting as the Trustee of the trust, unless such loss, cost or expense arises out of the Trustee's violation of this trust or arises out of an act or omission performed in an unreasonable manner or in bad faith. If any action or proceeding is prosecuted by a beneficiary or a remainderman of the trust and the Trustee is found to be entitled to indemnification pursuant to the foregoing, such indemnification shall be paid from the share or the portion of the trust otherwise allocated, allocable and/or payable to the beneficiary and/or such remainderman, or pro rata among more than one, or if such share should be insufficient, then from the trust as a whole.

E. The Trustee shall not be required to post any bond or other security to act as Trustee.

F. The Trustee may acquire Trustee's errors and omissions insurance at the cost of the Trust estate.

G. The Trustee shall maintain accurate accounts and records. The Trustee shall not be required to render accountings even if specifically required to do so by law. But the Trustee may elect to render accountings as often as desired. An accounting rendered in any format or manner is sufficient provided it sets forth an inventory of the properties then constituting the trust estate and reflects all receipts and disbursements of income and principal of the trust estate. The passage of 90 days after mailing such account, or actual written approval of such statement, by any person or persons shall, as to all matters and transactions stated therein or shown thereby, be final and binding on all persons, whether in being or not, who are then or may thereafter become interested in or entitled to share in either the income or the principal of the trust, provided that the right to assent to

the Trustee's account does not include any power or right to enlarge or shift the beneficial interest of any beneficiary of the trust.

H. No individual Trustee (as distinguished from a bank or trust company) shall be responsible or liable for the manner in which any discretion is exercised pursuant hereto, or for any misinterpretation of this agreement, or for any act or omission of any other Trustee, or, unless his conduct amounts to fraud or willful misconduct, for any act or omission of his own.

I. Until the Trustee shall have received actual notice of any birth, death or other event upon which the right to receive any disbursement from any portion of the trust may depend, the Trustee shall incur no liability for disbursements or distributions theretofore made. All exercise of discretion by the Trustee, whether in connection with allocation, distribution, determination, or otherwise, shall be without liability to the Trustee. In the event that any beneficiary asserts any claim or cause of action against the trust or any Trustee on account of the Trustee's exercise of the discretion conferred hereby, the Trustee shall be entitled to indemnification, including attorneys' fees and costs, first from such beneficiary's share of the trust, and second from the trust as a whole, unless it is judicially established that the Trustee acted in bad faith or engaged in self dealing detrimental to the Trust.

J. Should any beneficiary contest the terms of this trust or the exercise of discretion by the Trustee, the Trustee shall thereafter have no right to distribute any income or principal to that beneficiary, his or her heirs.

SEVENTH

The following is added to Sections 15.1 & 15.4 Non-Contest

A. Having each made a Will, various gifts and contractual beneficiary designations during life and having carefully considered the provisions in this document in light of their recognition of their relationships with various persons, the Trustors have purposely made no greater provision in this document or elsewhere in their estate planning documents or arrangements for the children nor for any person or persons other than those specified and have made no provision for any other person not specifically provided for. The Trustors have done so whether said person or persons claim to be an heir of the Trustors, or either of them, or not, including those who claim to be a child or the issue of a deceased child of the Trustors or a spouse or former spouse. If any such person should claim a greater share than that provided or claim to be an heir of the Trustors or otherwise entitled to a share of the Trust or the Trustors' estate outside of the Trust and, as such, should assert a claim to or against the Trust or any portion thereof, or should any person, whether or not mentioned in this document, contest this Trust or any aspect of the Trustors' estate plan, or either of their plans, or object to or attempt to modify any of its provisions so as to obtain for such person a greater share than that specifically provided, then that person, and each of such persons, and his or her issue, shall be deemed to have predeceased all other beneficiaries named in this document and shall take no share or distribution hereunder, notwithstanding other language to the contrary in this document. However,

to such person, or each of such persons, the Trustee is directed to deliver the sum of ONE DOLLAR (\$1.00) and no more in lieu of provisions otherwise made or which the Trustors might have made in this document for such person or persons.

B. If any person, entitled or authorized to receive any property hereunder, commences, prosecutes, promotes, intervenes in, contributes to or voluntarily participates in, directly or indirectly, or counsels or aids any other person to commence, prosecute, promote, intervene in, contribute to or voluntarily participate in, directly or indirectly, any proceeding or action in any court, agency, tribunal or other forum wherein the person authorized to receive property or the counseled person: (1) seeks to void, nullify or set aside all or any part of either Trustor's will or any provision of this Declaration, or this trust as a whole; (2) seeks to void, nullify or set aside any trust of which either Trustor is or was a Trustor or the Trustee or both or of which any issue of either Trustor is a beneficiary; (3) makes a claim which is based upon any alleged act or omission by the Trustors, individually, or in the Trustors' capacities as the Trustee, executor, partner, officer or director, or in any other capacity; or (4) makes a claim which is based upon any alleged act or omission, other than willful misconduct or gross negligence, by anyone acting in his or her capacity as the Trustee, executor, partner, officer or director, or in any other capacity, then the Trustors revoke any share or interest in trust assets given to the person making the claim, to the counseling person, and to the issue of each of them (1) in this instrument, (2) in any trust under this instrument or (3) in any trust of which Trustor was a Trustor and such share or interest shall be immediately disposed of (by termination of the appropriate trust or trusts, or otherwise) as if such claimant or counseling person had died prior to the execution of this instrument without issue. This provision shall remain in effect from the date of execution of this instrument until no trust hereunder is in existence and shall apply to each trust to be created hereunder. If any provision of this paragraph is held to be unenforceable or void for any reason, the remaining provisions shall be fully effective. As used in this paragraph, the term "will" shall include only a will or codicil executed in accordance with § 6110 of the California Probate Code and shall not include any holographic document.

C. The Trustee is authorized to defend, at the expense of the Trust estate, any contest or other attack of any nature on this Trust, including, but not limited to, any amendment or restatement of this Trust, or any aspect of the Trustors' estate plan, or object to or attempt to modify any of its provisions, including, but not limited to, any portion of either Trustor's Will or a codicil to said Will, or this trust, or any amendment to same.

EIGHTH RATIFICATION OF TRUST

This document constitutes an amendment to THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95. To the extent that it specifically conflicts with the provisions of same as originally written, the provisions hereof shall control and the documents shall be read together as one, however the Trustor's intent is that the terms stated in this document supersede all prior terms and to understand the intent and direction of the trust, one need only read this document and not the original Declaration. In all other respects, the terms of the Agreement are ratified, confirmed and approved as continuing to be in full force and effect. This amendment, when read together with said prior

agreement, constitutes the entire statement of the terms of the Trust. As modified hereby, the undersigned ROBERT A. LINDSKOG and EVA M. LINDSKOG, hereby ratify and confirm THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95, in all respects.

Dated: February 20, 2002

Robert A. Lindskog Trustee
by Eva M. Lindskog, his Attorney
ROBERT A. LINDSKOG, Trustor
By EVA M. LINDSKOG, his Attorney in Fact

Dated: February 20, 2002

Eva M. Lindskog
EVA M. LINDSKOG, Trustor

IN WITNESS WHEREOF, the undersigned Trustee, who is presently the sole acting Trustee of the Trust, acknowledges delivery and accepts this Amendment No. One, on Feb. 20, 2002.

Eva M. Lindskog
EVA M. LINDSKOG, Trustee

Witnessed
2-20-02

[Signature]
[Signature]

AMENDMENT NUMBER TWO
TO THE
THE LINDSKOG 1995 REVOCABLE TRUST
(U/D/T 8/1/95)

FIRST
PURPOSE AND INTENT

EVAM. LINDSKOG and ROBERT A. LINDSKOG, through EVA M. LINDSKOG acting on behalf of ROBERT A. LINDSKOG under a duly executed durable Power of Attorney, being the sole Trustors and sole current beneficiaries of THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95, (the "Trust") in exercise of the rights to revoke or amend reserved to them as the Trustors by the provisions of the Trust including, but not limited to, the provisions of Article 3.2 on page 6 of the Trust Declaration, and all subparagraphs thereto, hereby modifies the Trust as follows which actions are joined in and accepted by EVA M. LINDSKOG who is the sole currently acting Trustee.

The intent of this document is to modify only the distribution terms applicable to EVA M. LINDSKOG's half of the community property estate of the Trustors held by the Trust, which she has the unrestricted right to do, for the reasons and all as set forth in AMENDMENT NUMBER ONE of 2/20/02.

If and to the extent necessary to accomplish the purposes hereof under the strictures of the Trust, as written, EVAM. LINDSKOG revokes and concurrently reestablishes the LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95 Trust under the same name and with all the same terms, except as provided in this document.

SECOND
DIVISION AND DISTRIBUTION OF TRUST ESTATE

Section 7.6 (commencing on pg 26), as previously replaced in AMENDMENT NUMBER ONE, is deleted and replaced with the following:

Section 7.6 Division of Trust Estate

(1) On the death of the first Trustor to die (the "Decedent") the assets of the Trust shall be divided into two equal shares, the Decedent's Share and the Survivor's Share.

(a) If then owned by the Trust or transferred to the trust on such death, the Survivor's Share shall include the principal residence of the Trustors (currently the home in Greenbrae, or its replacement) and the Trustors' second home (currently the home in Santa Rosa, or

its replacement) and all the contents, furniture and furnishings of each, subject to any encumbrances thereon and together with any insurance thereon.

(b) ROBERT A. LINDSKOG's share shall include the house in Mill Valley once owned by ROBERT A. LINDSKOG's mother if then owned by the Trust.

(c) Assets may be allocated between the shares (and, as applicable, to each independent share thereof) by either prorata or non-prorata division, in cash or in kind, or partly in each, including in undivided interests, or in any combination of these ways.

(2) The Survivor's Share shall be held and administered per the terms of Article 8, Administration of the Survivor's Trust.

(3) On EVA M. LINDSKOG's death, her share of the trust shall be distributed:

(a) First, any taxes on non-charitable gifts or expenses shall be paid, and

(b) The balance shall be set aside exclusively for charitable purposes and transferred to and held as the LIVEWIRE LINDSKOG FOUNDATION, of which WILLIAM SHINE, VINCENT J. DeMARTINI & JANIS BARKER, or those who wish to serve, shall be the initial members of the board, as specifically provided in the TERMS OF THE LIVEWIRE LINDSKOG FOUNDATION attached to the AMENDMENT NUMBER ONE of THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95 as Exhibit "B" and incorporated into the Trust Declaration in full by that reference.

(c) In explanation, because of the transfer of \$1.0 Million to the Tony Lindskog Care Trust during life, the \$1.0 M gift from EVA M. LINDSKOG's share of this trust to the ANTHONY R. LINDSKOG CHARITABLE REMAINDER TRUST is deleted but the format for such trust shall remain and any property otherwise passing to Tony from Eva from this trust shall pass to that charitable remainder trust.

(4) On ROBERT A. LINDSKOG's death, his share of the trust shall be distributed in four equal shares to LAURA LINDSKOG; LINDA LINDSKOG, a.k.a. LINDA PUENTE; ALLAN LINDSKOG, and ANTHONY R. LINDSKOG (referred to collectively as the "Children" or if singular, "Child"), by right of representation, pursuant to Section 11.2 (commencing pg 33) with the following adjustments:

(a) With respect to ANTHONY R. LINDSKOG's share:

(i) Due to the amounts spent during the Trustors' lives for Anthony's care, the additions to Anthony's share provided in Section 11.2 will not be made.

(ii) If Anthony is a conservatee at ROBERT A. LINDSKOG's death, the

principal distributions provided in Section 12.2 (b) (pg 34) shall not be made, but rather the trust shall continue for ANTHONY R. LINDSKOG's life per Section 12.2 (a), or until the Trustee determines that both the conservatorship has terminated and Anthony is capable, in the Trustee's discretion to appropriately handle principal distributions whereupon the Trustee may make principal distributions of up to all the Trust share held for Anthony. On his death to the extent that neither Anthony nor his estate has not made use of his full exemption equivalent for transfer tax purposes, Anthony shall have a general power of appointment to such extent, as determined by the Trustee, over the assets of the Trust Share established for him, so that his exemption equivalent (unified credit) is not wasted and so that a the Generation Skipping Transfer Tax is avoided to the extent possible. Anthony shall have a limited, or special power of appointment over the balance, but to the extent not exercised then the Trust share shall be distributed thereafter per the terms of Section 12.2 (c) (pgs 34-5).

(iii) If Anthony is not a conservatee at ROBERT A. LINDSKOG's death, ANTHONY R. LINDSKOG shall have an option to take as a portion of his share, the Greenbrae house, valued at its FET value. If he so elects and it is worth more than his share, net of applicable taxes, expenses & debts, then he may purchase the balance. Such election to be made within 7 months of ROBERT A. LINDSKOG's death. Provided, however if EVA M. LINDSKOG survives ROBERT A. LINDSKOG and the Greenbrae house is transferred to her share of the Trust, then such option shall be converted to an option to buy said house at its Federal Estate Tax value in EVA M. LINDSKOG's estate with such option to be exercised and such purchase to be completed within 3 months of EVA M. LINDSKOG's death.

(b) LAURA shall have an option to take as a portion of her share, Bob's mother's Mill Valley house, valued at its Federal Estate Tax value. If she so elects and it is worth more than her share, net of taxes, expenses and debts, then she may purchase the balance. Such election to be made within 7 months of ROBERT A. LINDSKOG's death. If such property is not owned by the Trust at ROBERT A. LINDSKOG's death, this option shall not apply.

(c) Allan shall have an option to take as a portion of his share, the Santa Rosa house, valued at its Federal Estate Tax value. If he so elects and it is worth more than his share, net of taxes, expenses and debts, then he may purchase the balance. Such election to be made within 7 months of ROBERT A. LINDSKOG's death. Provided, however if EVA M. LINDSKOG survives ROBERT A. LINDSKOG and the Santa Rosa house is transferred to her share of the Trust, then such option shall be converted to an option to buy said house at its fair market value at her death, or if less then at its FET value in EVA M. LINDSKOG's estate with such option to be exercised and such purchase to be completed, if at all, within 3 months of EVA M. LINDSKOG's death.

(d) Notwithstanding the foregoing, the price applied to any exercise of any option to take and/or acquire any of the houses shall be subject to modification for any changes in the applicable Federal Estate Tax value of that home, if adjusted on examination.

THIRD
RATIFICATION OF TRUST

This document constitutes an amendment to THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95. To the extent that it specifically conflicts with the provisions of same as originally written, the provisions hereof shall control and the documents shall be read together as one, however the Trustor's intent is that the terms stated in this document supersede all prior terms and to understand the intent and direction of the trust, one need only read this document and not the original Declaration. In all other respects, the terms of the Agreement are ratified, confirmed and approved as continuing to be in full force and effect. This amendment, when read together with said prior agreement, constitutes the entire statement of the terms of the Trust. As modified hereby, the undersigned ROBERT A. LINDSKOG and EVA M. LINDSKOG, hereby ratify and confirm THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95, in all respects.

Dated: 12-9, 2002

Robert A. Lindskog Trustor
ROBERT A. LINDSKOG, Trustor
By EVA M. LINDSKOG, his Attorney in Fact
Eva M. Lindskog

Dated: 12-9, 2002

Eva M. Lindskog Trustor
EVA M. LINDSKOG, Trustor

IN WITNESS WHEREOF, the undersigned Trustee, who is presently the sole acting Trustee of the Trust, acknowledges delivery and accepts this Amendment Number Two, on 12-9, 2002.

Eva M. Lindskog Trustee
EVA M. LINDSKOG, Trustee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

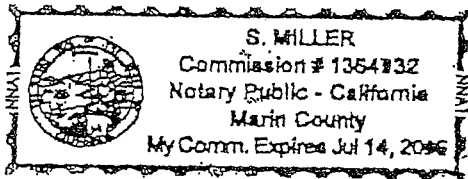
State of California }
County of Marin } ss.

On DECEMBER 18, 2007 before me, S. MILLER
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared EVA. M. LINDSKOG
Name(s) of Signer(s)

personally known to me
 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.



Place Notary Seal Above

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment #2 to the (4th) Lindskog 1995 Revocable Trust 401 8.1.95

Document Date: DECEMBER 9, 2002 Number of Pages: 4

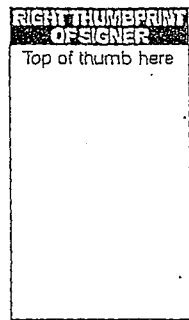
Signer(s) Other Than Named Above: (1) Robert A. Lindskog, Trustee, by Eva M. Lindskog, his attorney in fact
None

Capacity(ies) Claimed by Signer and Trustee of the above trust

Signer's Name: See (1) + (2) above

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

Signer Is Representing: see (1) + (2) above



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~~AMENDMENT NUMBER THREE~~
TO THE
THE LINDSKOG 1995 REVOCABLE TRUST
(U/D/T 8/1/95)

FIRST
PURPOSE AND INTENT

EVAM. LINDSKOG and ROBERT A. LINDSKOG, through EVA M. LINDSKOG acting on behalf of ROBERT A. LINDSKOG under a duly executed durable Power of Attorney, being the sole Trustors and sole current beneficiaries of THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95, (the "Trust") in exercise of the rights to revoke or amend reserved to them as the Trustors by the provisions of the '95 Trust Declaration including, but not limited to, the provisions of Article 3.2 on page 6 of the '95 Trust Declaration, and all subparagraphs thereto, hereby modifies the '95 Trust as follows which actions are joined in and accepted by EVA M. LINDSKOG who is the sole currently acting Trustee.

The intent of this document is to modify only the distribution terms applicable to EVA M. LINDSKOG's estate, i.e. her half of the community property estate of the Trustors held by the Trust, which she has the unrestricted right to do. It is not her intent to use her powers, either as a co-Trustor, the sole acting Trustee or as ROBERT A. LINDSKOG's agent, to modify the ultimate distribution plan or the distributive shares of ROBERT A. LINDSKOG's half of the community property estate of the Trustors, or his separate property estate, if any, as previously specified by the Trust document of 1995 which, in essence, leaves it to the four children, ANTHONY, LAURA, ALLEN and LINDA, and makes no effort to reduce the ultimate impact of federal estate taxes. It is EVA M. LINDSKOG's intent to accelerate the four Children's enjoyment of ROBERT A. LINDSKOG's property (with the exception of those specific residences and furnishings reserved in this document), but said acceleration shall only occur on the condition that none of the Children, nor anyone claiming through any of them, contest her right to make these changes and leave her half of the community property estate as she sees fit, including to charity or for charitable purposes.

It is the intention of EVA M. LINDSKOG, as the current sole acting Trustee to respect the intent of ROBERT A. LINDSKOG to make equal division of his property remaining after the death of both Trustors to the four children. However, to the extent that the terms hereof effect an impermissible modification of the terms applicable to a distribution of ROBERT A. LINDSKOG's assets existing at his death, these provisions shall be deemed to apply only to modify the distributive shares of EVA M. LINDSKOG's assets, to make them unequal so that the Children only receive a reasonable amount of assets, a lesser amount of estate taxes are paid, and the special needs of Linda and Anthony are accommodated. For that purpose, and to the extent necessary, the provisions hereof modify the directions of Section 7.6 (pg 26) so that trusts for the benefit of the surviving spouse are not created (and to the extent necessary Sections Paragraph 8.4 & 9.3 directing distributions of the trusts created for the benefit of the surviving spouse) so that the separate trust balance(s) shall not be first added to and then distributed with the shares of the Family Trust, as such combination would

defeat the stated purpose hereof, but rather each trust would be separately distributed.

Accordingly and further per the terms of Section 4.1 on page 7, EVA M. LINDSKOG is exercising the authority granted to "either of" the Trustors "to execute any and all documents on behalf of the Trust relating to the Trustors' community property assets which are a part of the Trust Estate."

If and to the extent necessary to accomplish the purposes hereof under the strictures of the Trust, as written, EVA M. LINDSKOG revokes and concurrently reestablishes the LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95 Trust under the same name and with all the same terms, except as provided in this document.

SECOND SUCCESSOR TRUSTEES

With respect to Article 4, ROBERT A. LINDSKOG is no longer acting as a Trustee of the Trust and EVA M. LINDSKOG is now acting as the sole trustee.

Section 4.2 (pg 7) is modified to read and EVA M. LINDSKOG is exercising the powers of the successor trustee granted to her to appoint alternates under Section 4.8 (pg 9) of the Trust.

Section 4.2. Successor Trustees

A. Upon the death, resignation, incapacity, removal or other cessation of service as a Trustee, (hereinafter together with a failure to qualify or willingness to act referred to as "fails to act") by both EVA M. LINDSKOG and ROBERT A. LINDSKOG, then WILLIAM SHINE shall succeed as the sole Trustee. It is the Trustors' request that he regular continue to confer with and use the professional services of VINCENT J. DeMARTINI as attorney for the Trust and JANIS BARKER as property manager. If WILLIAM SHINE fails to serve as Trustee, then VINCENT J. DeMARTINI and JANIS BARKER shall succeed jointly as the Trustees. Each of those two shall have the right to appoint an alternative or a successor to his or her position as Trustee. If either of them fails to act, then the other shall serve with the successor that was selected and designated in writing by the one failing to act as co-Trustees.

B. However, if any of them fails to act, and also fails to have made an effective appointment, or that appointee fails to act, and all alternates fail to act, then the other shall appoint another person to serve with him or her. It being the intent that if neither of the Trustors is serving as Trustee, then after WILLIAM SHINE, two persons serve as co-Trustees. However, if all of them fail to act, and all fail to have made an effective appointment, or that appointee fails to act and all alternates fail to act, then the attorney then representing the Trustee (or who was representing the last acting Trustee) shall appoint a successor trustee which is an institution licensed and qualified to act as a corporate trustee, or if no such appointment is made, then the BANK OF AMERICA, N.T. & S.A., or its successor corporate trustee, shall serve as the Trustee.

C. If and to the extent that EVA M. LINDSKOG is conclusively held to not have the power to change the order of nomination of successor Trustees as to ROBERT A. LINDSKOG's Share of the Trust, she confirms the nomination and selection of WILLIAM SHINE as the sole successor Trustee and requests that he honor said directions by engaging VINCENT J. DeMARTINI & JANIS BARKER to assist him and to appoint them, and their successors as provided above, as successor Trustees, so as to accomplish the foregoing expressed desires.

THIRD
DIVISION AND DISTRIBUTION OF TRUST ESTATE

Section 7.6 (commencing on pg 26) is deleted and replaced with the following:

Section 7.6 Division of Trust Estate

(1) On the death of the first Trustor to die (sometimes referred to by name and sometimes generically as the "Decedent") the community property assets of the Trust shall be divided into two equal shares, "ROBERT A. LINDSKOG's Share" (which may also be known as "Bob's Share") and "EVA M. LINDSKOG's Share" (which may also be known as "Eva's Share"). In consideration of no contests (as defined in AMENDMENT NUMBER ONE) of the estate plan as set forth in this document, EVA M. LINDSKOG is waiving and disclaiming the potential rights she would otherwise have under the Qualified Terminable Interest Property Trust to be created for her as provided in the '95 Trust (Article 7.6, pg 26; & Article 9 pg 30) and the potential rights she has under the Family Trust to be created for her as provided in the '95 Trust (Article 7, pg 23; & Article 10 pg 32) which thus accelerates the receipt of property and enjoyment by the children, provided no contests occur.

(2) Assets may be allocated between the two Shares (and, as applicable, to each independent share thereof) by either prorata or non-prorata division, in cash or in kind, or partly in each, including in undivided interests, or in any combination of these ways. The Shares shall be adjusted as follows:

(a) To the appropriate share shall also be added the separate property of that Trustor, if any, i.e. if ROBERT A. LINDSKOG owns any separate property, then his separate property shall be added to Bob's Share.

(b) If then owned by the Trust or transferred to the Trust on the Decedent's death, the surviving Trustor's Share shall include 100% of the principal residence of the Trustors, or either of them, (currently the home in Greenbrae, or its replacement) and 100% of the Trustors' second home (currently the home in Santa Rosa, or its replacement) and all the contents, furniture and furnishings of each, subject to any encumbrances thereon and together with any insurance thereon. Assets of offsetting equal value shall be allocated to fund the deceased Trustor's Share, so that if Eva is the surviving spouse she may have unrestricted use of such homes and tangible personal property, and if Bob is the surviving spouse, such properties and the tangible personal property may pass to those of his children as he wished, as set forth below.

(c) ROBERT A. LINDSKOG's Share shall include the house in Mill Valley once owned by ROBERT A. LINDSKOG's mother if then owned by the Trust, with assets of offsetting equal value funding the other Trustor's share, as appropriate.

(d) In making the allocation, provided it is not revoked or appointed otherwise, the entire remaining balance of THE TONY LINDSKOG CARE TRUST shall be allocated to EVA M. LINDSKOG's Share and deemed to pass from her to or for the benefit of Tony as provided in that Trust document. Such transfer and such Trust shall be in addition to the one-quarter equal-share provision made for Tony out of ROBERT A. LINDSKOG's Share.

(e) In making the allocation, the entire remaining balance of any LINDA PUENTE CARE TRUST, if any, provided it is not revoked or appointed otherwise, shall be allocated to ROBERT A. LINDSKOG's Share and deemed to pass from him for the benefit of Linda as provided in that Trust document. Such transfer and such Trust shall be deemed to be part of the one-quarter equal-share provision made for LINDA out of ROBERT A. LINDSKOG's Share, unless the other three children (TONY, ALLAN and LAURA) timely execute a valid disclaimer to the effect that each is giving up his or her right to share in an equal portion of the funds of the LINDA PUENTE CARE TRUST.

(f) In making the allocation between the shares, if possible, the Trustors desire that the successor Trustee(s) avoid creating a situation of co-multiple owners of real estate investments and thus the Trustees shall allocate all cash on hand and to accomplish same raise additional cash by refinancing the real estate portfolio so that all expenses and taxes are paid in cash and so that ROBERT A. LINDSKOG's Share can be funded with cash or equivalents and EVA M. LINDSKOG's Share be funded with real estate investments, encumbered by the third party debt necessary to accomplish the foregoing. If doing so is not possible due to a poor lending environment or would cause the property portfolio to be dangerously overencumbered, in the Trustee's sole opinion, then the Trustee(s) may either fund ROBERT A. LINDSKOG's Share with debt due from EVA M. LINDSKOG's Share Provided it is adequately secured by one or more of its holdings, as is commercially reasonable, or sell such of the real estate assets which were designated to be the less desirable according to any plan developed by EVA M. LINDSKOG during life, or if none, then according to the Trustee's discretion, or distribute one or more of said less desirable properties to the ROBERT A. LINDSKOG Share so they may be sold by the Trustee thereof, or any combination of same, without regard to fairness or impartiality.

(3) The survivor's Share shall be held and administered as the Survivor's Trust consistently with the terms of Article 8 of the '95 Trust (pg 29), entitled ADMINISTRATION OF THE SURVIVOR'S TRUST, with certain modifications, as follows:

(a) Lifetime Rights: During the life of the Survivor, the Survivor shall have the right to revoke and amend the Survivor's Trust and to withdraw assets from it and to add assets to it. So long as the surviving spouse is the Trustee, there shall be no requirement of a writing in order for the surviving Trustor to exercise any of the above powers over distribution of income or principal of the Survivor's Trust.

i) If the Survivor is incapacitated, the Trustee may make annual exclusion amount gifts (currently \$11,000 per donee) to any or all of the Trustors' children and grandchildren, as the Trustee deems appropriate in his sole discretion. Such gifts may be outright, paid to third parties to or for the benefit of the donee, or made through a trust or UTMA account or the equivalent, including into a I.R.C. § 529 plan.

(b) Distributions: The Survivor shall have the right, exercisable at any time and at least annually, to require the Trustee to distribute all of the net income and or all the principal of the Survivor's Trust to the Survivor or to amend or revoke the Survivor's Trust. In addition, at any time that the Survivor is incapacitated, or has needs for which no distribution is requested, the Trustee shall pay to or apply for the benefit of the Survivor as much of the undistributed net income and principal of the trust as is necessary for the Survivor's health, support and maintenance in accordance with the Survivor's accustomed standard of living. Any net income not distributed annually shall be accumulated and added to principal of the Survivor's Trust.

i) The Trustees may exercise in a liberal manner the power to invade principal for the benefit of the Survivor, and the rights of the remaindermen in the Survivor's Trust are of secondary importance.

ii) If, in the Trustees' judgment, the Survivor is under an incapacity, whether or not the incapacity or the need for a conservator has been declared by a court (but subject to the Survivor's right to petition a court for a determination that no incapacity exists), the Trustees may withhold income payments that are directed by the above subparagraph and shall instead pay to or apply for the benefit of the Survivor as much of the trust income and principal as the Trustees deem appropriate for the Survivor's health, support and maintenance in accordance with the Survivor's accustomed standard of living.

(c) Distribution of Trust When the Survivor Dies: On the death of the Survivor, to the extent that the Survivor's Trust has not been previously exhausted, revoked, or amended to conflict with the following provisions, the balance of the Survivor's Trust shall be held, administered and distributed in accordance with the provisions below governing the specific Trustor's Share Trust. The Trustee may combine the assets of separate shares to facilitate same, in the Trustee's discretion.

(4) On EVA M. LINDSKOG's death, whether before or after ROBERT, her share of the Trust, after any taxes or expenses due are paid, shall be irrevocably set aside for charitable purposes and held as the LIVEWIRE LINDSKOG FOUNDATION, of which WILLIAM SHINE, VINCENT J. DeMARTINI & JANIS BARKER shall be the initial members of the board, as specifically provided in the TERMS OF THE LIVEWIRE LINDSKOG FOUNDATION attached to this AMENDMENT NUMBER THREE of THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95 as Exhibit "A" and incorporated into the Trust Declaration in full by this reference (note a shorter form of same was attached to AMENDMENT NUMBER ONE as Exhibit "B" and is not superseded, just supplemented by the attached.) Notwithstanding that the then value of the TONY'S CARE TRUST is included in EVA's estate for federal estate tax purposes, so as to avoid wasting her estate tax and her GST exemptions, it shall continue for the benefit of ANTHONY by right of representation according to

its terms, i.e. it is not revoked or appointed to increase the amount passing to said FOUNDATION on EVA's death.

(5) On ROBERT A. LINDSKOG's death, his share of the trust shall be allocated into four equal shares to LAURA LINDSKOG; LINDA LINDSKOG, a.k.a. LINDA PUENTE; ALLAN LINDSKOG, and ANTHONY R. LINDSKOG (referred to collectively as the "Children" or if singular, "Child"), by right of representation, consistent with Section 11.2 of the '95 Trust (commencing pg 33), with the following adjustments, and distributed as follows:

(a) ANTHONY R. LINDSKOG's Share shall all remain in trust for him, with a portion to be preserved from the GST which may be imposed on transfers from ROBERT per the provisions below, as follows:

(i) Funding adjustments:

1) Due to the amounts spent during the Trustors' lives for Anthony's care, and the provisions made in the TONY'S CARE TRUST, the \$20,000 annual additions to Anthony's share provided in Section 11.2 will not be made.

2) If ANTHONY is not a conservatee at ROBERT A. LINDSKOG's death, ANTHONY R. LINDSKOG shall have an option to take as a portion of his share, the Greenbrae house and all its contents and tangible personal property, valued at its federal estate taxes value, if it then remains an asset of the Trust. If he so elects and it is worth more than his share, net of applicable taxes, expenses & debts, then he may purchase the balance. Such election to be made within 7 months of ROBERT A. LINDSKOG's death. Provided, however if EVA M. LINDSKOG survives ROBERT A. LINDSKOG and the Greenbrae house is transferred to her share of the Trust, then such option shall be converted to an option to buy said house at its Federal Estate Tax value in EVA M. LINDSKOG's estate with such option to be exercised and such purchase to be completed within 3 months of EVA M. LINDSKOG's death.

3) The existence or value of the TONY'S CARE TRUST established in 2002 shall not reduce the one-quarter share of Bob's estate allocated to Anthony above, in light of Anthony's problems.

(ii) The Trustee shall make disbursements in the Trustee's sole discretion, to or for the benefit of ANTHONY; first from current income and then from accumulated income, in such amounts as are necessary for the proper support, maintenance, health and education of ANTHONY.

(iii) In addition, if necessary as determined in the Trustee's discretion, the Trustee shall distribute such amounts from the principal as are necessary for the proper support, maintenance, health and education of ANTHONY.

(iv) If ANTHONY is not a conservatee and ANTHONY is capable, in the Trustee's discretionary determination, to appropriately handle principal distributions at the stated ages, i.e. 20 and/or 35, the principal distributions provided in Section 12.2 (b) (pg 34) shall be made as specified. But if ANTHONY remains a conservatee at the stated ages, i.e. 20 and/or 35, such principal distributions provided in Section 12.2 (b) shall not be made, but rather the trust shall continue for the purpose of holding ANTHONY R. LINDSKOG's Share for his life per the foregoing, or until the Trustee determines that both the conservatorship has terminated and

ANTHONY is capable, in the Trustee's discretionary determination, to appropriately handle principal distributions whereupon the Trustee may make principal distributions of up to all the Trust share to or for Anthony. On his death to the extent that neither Anthony nor his estate has not made use of his full exemption equivalent for transfer tax purposes, Anthony shall have a general power of appointment to such extent, as determined by the Trustee, over the assets of the Trust Share established for him, so that his exemption equivalent (unified credit) is not wasted and so that a the Generation Skipping Transfer Tax is avoided to the extent possible. Anthony shall have a limited, or special, power of appointment over the balance, but to the extent not exercised then the Trust share shall be distributed thereafter per the terms of Section 12.2 (c) (pgs 34-5).

(b) The Share allocated to LAURA shall pass to her outright, by right of representation subject to a portion to be preserved from the GST which may be imposed on transfers from ROBERT per the provisions below. LAURA shall have an option to take as a portion of her share, that real estate and house known within the family as Bob's mother's Mill Valley house valued at its Federal Estate Tax value, if it then remains an asset of the Trust. If she so elects and said Mill Valley property is worth more than her share, net of taxes, expenses and debts, then she may purchase the balance. Such election to be made within 7 months of ROBERT A. LINDSKOG's death. If such property is not owned by the Trust at ROBERT A. LINDSKOG's death, this option shall not apply.

(c) The Share allocated to ALLAN shall pass to him outright subject to a portion to be preserved from the GST which may be imposed on transfers from ROBERT per the provisions below. ALLAN shall have an option to take as a portion of his share, the Santa Rosa house and all its contents and tangible personal property, valued at its Federal Estate Tax value, if it then remains an asset of the Trust. If he so elects and it is worth more than his share, net of taxes, expenses and debts, then he may purchase the balance. Such election to be made within 7 months of ROBERT A. LINDSKOG's death. Provided, however if EVA M. LINDSKOG survives ROBERT A. LINDSKOG and the Santa Rosa house is transferred to her share of the Trust, then such option to take shall be converted to an option to buy said house at its fair market value at her death, or if less then at its federal estate tax value in EVA M. LINDSKOG's estate with such option to be exercised and such purchase to be completed, if at all, within 3 months of EVA M. LINDSKOG's death.

(d) Notwithstanding the foregoing, the price applied to any exercise of any option to take and/or acquire any of the houses shall be subject to modification for any changes in the applicable Federal Estate Tax value of that home, if adjusted on examination.

(e) With respect to LINDA PUENTE's share, a portion shall be preserved from the GST which may be imposed on transfers from ROBERT per the provisions below, and all shall remain in trust for her life and be administered as follows:

(i) The Trustee shall make disbursements in the Trustee's sole discretion, to or for the benefit of LINDA, first from current income and then from accumulated income, in such amounts as are necessary for the proper support, maintenance, health and education of LINDA.

(iv) In addition, if necessary as determined in the Trustee's discretion, the Trustee shall distribute such amounts from the principal as are necessary for the proper support,

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maintenance, health and education of LINDA.

(v) No lifetime terminations shall occur. On her death to the extent that neither LINDA nor her estate has not made use of her full exemption equivalent for transfer tax purposes, LINDA shall have a general power of appointment to such extent, as calculated and determined by the Trustee, over the assets of the Trust Share established for her, so that her exemption equivalent (unified credit) is not wasted and so that a the Generation Skipping Tax is avoided to the extent possible. LINDA shall have a limited, or special, power of appointment over the balance, but to the extent not exercised then the Trust share shall be distributed thereafter per the terms of Section 12.3 (b) (pgs 35).

(vi) The existence and value of the Linda Puente's Care Trust established in 2003 shall be credited against the one-quarter share allocated to LINDA above.

(f) Division of Shares into Exempt and Non-Exempt Shares for GST Purposes:
Notwithstanding the foregoing,

(i) As to any property that is passing to one or more of a Trustor's descendants, it is that Trustor's desire to provide the opportunity to maximize the benefit of the Generation Skipping Tax ("GST") exemption available to that Trustor in the aggregate for future generations. Thus each share of assets allocated for a Trustor's Child's share shall be further divided into two (2) subshares, one that is exempt for GST purposes (the "Exempt Share") and one that is not exempt (the "Non-Exempt Share").

(ii) The Exempt Share shall consist of assets having an aggregate value equal to the lesser of i) the value of all assets passing from the Trustor under this Article for the benefit of such Child, or ii) assets equal to that Trustor's available GST exemption, divided by the number of that Trustor's children who survive that Trustor, such available GST exemption to be calculated after taking into account the aggregate amount of that Trustor's GST exemption that has already been allocated or is deemed to have been allocated by that Trustor or by that Trustor's personal representative to transfers made during life. The Exempt Share shall be held in and administered as the Child's "Exempt Trust" as provided below.

(iii) Each Child's Exempt Trust shall receive the amount of assets described above whether or not any of that Trustor's available GST exemption is actually allocated to such trust, although such actual allocation is anticipated and intended.

(iii) Child's Exempt Trust: Each Child's Exempt Trust shall be administered as follows:

(A) If the Child is one for whom a trust is established above, then both the Exempt share and the Non-Exempt Share shall remain in trust and be administered as provided above for that Child, i.e. ANTHONY and LINDA.

(B) As to the Exempt Shares for ALLAN and LAURA: the Trustee shall distribute all of the net income from his Trust share to or for the benefit of such Child at least as often as annually and shall distribute, in the Trustee's sole discretion, such amounts from the principal as are necessary for the proper support, maintenance, health and education of such Child. In exercising such discretion, the Trustee shall take into consideration any other income or resources of the child known to the Trustee and reasonably available for the purposes stated.

(C) The Child's Exempt Trust shall terminate on the Child's death

and the remaining trust assets, including undistributed income, shall be distributed

1. As the Child may appoint by a limited power of appointment among such one or more of the group consisting of the Child's spouse, the Child's descendants, the Trustors' descendants, and the spouse of any such descendants. Such limited power may not be exercised under any circumstances, directly or indirectly, in favor of the creditors of such Child, the estate of such Child, or the creditors of the estate of such Child. Such appointment may be to such person or persons, outright or in trust, may create new powers of appointment, general or limited, may impose conditions or restrictions, and made in kind or by such shares or proportions as such Child may designate and appoint by a writing (not a will) signed by the Child and delivered to the then acting trustee of the Trust, or by a document executed in like manner to a will (which may be a duly probated will or not) if no lifetime exercise was made, even if made by the Child when a minor. To be effective said exercise shall expressly refer to this power of appointment.

2. Or, if the Child fails to effectively make any such appointment, then the balance shall be distributed as follows:

(a) To the Child's then living descendants, by right of representation; or

(b) If none, then to the Trustors' then living descendants, by right of representation with respect to the Children; or

(c) If none, then as otherwise provided in this document for takers on default; and

(d) In all cases subject to the restrictions on additions to GST exempt trusts.

(D) Except in the case of ANTHONY and LINDA, for whom the Trustees, shall be as specified above or if those all fail, then per the CARE TRUST established for same, or if those all fail to act then, the Trustee of each Child's Exempt Trust shall be the Child for whom the Trust was established, or if he or she fails to act, the Trustee shall be such person or firm as is appointed by the Child for whom the Trust was established, or if no such appointment occurs, then such person or firm as is appointed by the Child's living children over that age of 12 by majority vote. If no such appointment occurs or is effective and in each case where no portion of the estate share is left outright to the Child, the Trustee shall be the person(s) appointed under this document as successor Trustee(s).

(E) The Child's Exempt Trust may be referred to by the name of the Child, such as for example "Allan Lindskog's Exempt Trust."

(g) Other Terms Applicable for GST Purposes:

(A) Upon division or distribution of an exempt trust and a nonexempt trust held hereunder, the trustee in its discretion may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

(B) If the trustee considers that any distribution from a trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a GST tax

payable by the distributee, the trustee shall augment the distribution by an amount which the trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

(C) If the trustee considers that any termination of an interest in trust property hereunder is a taxable termination subject to a GST tax, the trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

(D) When property is to be added to or combined with the property of another trust or other trusts, or when additional trusts are to be established from one or more sources, nonexempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires additional separate trusts to be established with the same terms and provisions. (If, for example, the terms of a divided trust direct that on termination, or on nonexercise of a power of appointment, the trust property is to be added to another trust, then the exempt property of a separate trust that had been derived from the terminating trust shall be added only to an exempt trust derived from the recipient trust, and non-exempt property shall be similarly added only to a nonexempt recipient trust; and if no appropriate recipient trust exists for either exempt or nonexempt property, then a new trust of that character shall be established with the same terms and provisions as those of the trust that would otherwise have received that property.) Furthermore, in any case not covered by the foregoing directions (such as that of a partially exempt trust), if the generation-skipping transfer tax inclusion ratio of any property that is to be added to or combined with a trust has a different inclusion ratio than that trust, my executor shall refrain from making the addition or combination and shall instead establish for that property a trust with provisions identical to those of the trust or with which the property would have been added or combined.

(E) No trustee shall be liable to any beneficiary under this instrument for making or not making such an election, division, or allocation or for deciding in its discretion to exercise or not exercise the forgoing powers. The shares shall be established as may be determined in the Trustee's sole discretion and without liability to anyone for making or not making such division, allocation, or distribution or for delaying or advancing the payment of any GST or other tax or related expense.

(1) Definitions Relating to the Tax on Generation-Skipping Transfers. As used in this document, the following terms shall have the following meanings:

- (1) The term "generation-skipping tax" (sometimes referred to in this document as "GST") shall mean the tax imposed under Chapter 13 of the Code on a generation-skipping transfer.
- (2) The term "the GST exemption" shall refer to the relevant transferor's exemption from the GST as provided in the Code.

- (3) The term "available GST exemption" shall refer to the transferor's GST exemption that has not been allocated by (i) the transferor, the transferor's Executor or operation of law to property transferred by the transferor during his or her lifetime, or (ii) the transferor's Executor to property which is transferred in a direct skip occurring at the death of the transferor other than as a result of a disclaimer.
- (4) The term "the Trustor's unused generation-skipping tax exemption" shall refer to the Trustor's GST exemption that has not been allocated by (i) the Trustor or operation of law to property transferred by the Trustor during his or her lifetime, or (ii) the Trustor's Executor to property transferred by the Trustor during his or her lifetime or to property transferred at the Trustor's death, including allocation of such exemption to any trust created hereunder or to any trust to which a distribution is directed to be made hereunder, other than a trust which would qualify for the marital deduction under the Code.
- (5) The term "Executor" shall mean the legal representative of a person's estate at any time qualified to act and acting as executor of a person's Will and any and all administrators and personal representatives.
- (6) The terms "direct-skip", "GST inclusion ratio", "transferor", "skip persons" and "non-skip persons" shall have the meanings provided in Chapter 13 of the Code.

(2) Allocation of GST Exemption and Exercise of Certain Elections. For all purposes hereunder, the Trustee may rely on a written notice delivered to the Trustee by the Trustor's or other transferor's Executor within nine (9) months of the Trustor's or other transferor's date of death as to the amount of the Trustor's or other transferor's available GST exemption, the amount of the Trustor's unused generation-skipping tax exemption and the intended allocation of the Trustor's or other transferor's available GST exemption. If the Trustee shall be the executor, as defined in Section 2203 of the Code, with respect to any portion of the Trustor's property, the Trustee shall be authorized (i) to allocate any portion of the Trustor's available GST exemption to any property as to which the Trustee shall be the Trustor's Executor and as to which the Trustor shall be the transferor, including any property transferred by the Trustor during the Trustor's lifetime; (ii) to elect out of any deemed or automatic allocation or revoke any prior election out; (iii) to exercise the special election provided in Section 2652(a)(3) of the Code, or any successor or similar subsection in effect as of the date of the Trustor's death, as to the Exempt Marital Trust, if any, created hereunder; and (iv) except as otherwise provided in this document, in making any allocation of the Trustor's available GST exemption hereunder, to allocate in the Trustee's sole and absolute discretion, such exemption equally or unequally among trusts created for the benefit of any one or more of the Trustor's descendants or other skip persons.

- (3) Allocations from Trusts upon Termination. In making any allocations from the trust

estate of any trust hereunder upon the termination of such separate trust, the Trustee shall consider that it is each Trustor's desire to provide the opportunity to maximize the benefit of the GST exemption in the aggregate for future generations. For example, except as otherwise specifically provided, if both a trust which is totally exempt from the GST and a trust which is totally subject to the GST shall terminate simultaneously and the trust estates of such trusts shall be allocated among the same persons, the Trustee is authorized, in his or her sole and absolute discretion, to allocate the trust estate of each such trust so that the total value of all assets allocated to each person shall be equal to the amount said person shall otherwise be entitled to receive hereunder, but the Trustee need not allocate the trust estate of each such trust in the same proportions to each said person if the Trustee shall determine that a different allocation is more likely than not to provide the opportunity to maximize the benefit of the GST exemption in the aggregate to future generations. In no event shall this Section be construed to give any person a larger or smaller share of assets in the aggregate than otherwise provided herein.

(4) Discretionary Distributions from Related Trusts. In exercising discretion to distribute all or any part of either the net income or principal, or both, of a separate trust, the Trustee of such trust is requested, but is not required, to take into consideration the effect of the GST on any such distribution to the extent consistent with the Trustee's fiduciary obligation. In particular, if a beneficiary is a permissible current recipient of income or principal, or both, of more than one trust hereunder, the Trustee is hereby authorized, to the extent possible, in his or her sole and absolute discretion, to make discretionary distributions as follows:

- (1) If such beneficiary is a skip person, such distributions may be made first from the trust estate of a trust which is totally exempt from the GST, second from the trust estate of a trust which is partially exempt from the GST, and third from the trust estate of a trust which is totally subject to the GST; provided, however, that if a distribution is to be made for medical and tuition expenses directly to the provider of the services, such distribution shall be made first from the trust estate of a trust which is totally subject to the GST if such distributions are excluded from the definition of generation-skipping transfers under the Code, and
- (2) If such beneficiary is a non-skip person, such distributions may be made first from the trust estate of a trust which is totally subject to the GST, second from the trust estate of a trust which is partially exempt from the GST, and third from the trust estate of a trust which is totally exempt from the GST.

(5) Limitation on Authority of Trustee. No Trustee who is also a beneficiary hereunder shall participate in exercising the powers granted in the immediately preceding paragraphs if the dispositive provisions of a trust of which such Trustee shall be a beneficiary will vary depending upon the extent, if any, to which any transferor's GST exemption is allocated to such trust. If there is no Trustee who qualifies to exercise such powers, the Trustee shall not have the power granted under said paragraphs and, otherwise is directed to allocate the Trustor's available GST exemption pro rata

among those trusts of which one or more individuals are beneficiaries in proportion to the value of the assets to be allocated to such trusts.

(6) Additional Trustee Powers. The Trustee shall have and may exercise, in his or her sole and absolute discretion, the following additional powers. It is the Trustor's intent not to create a trust hereunder that is partially exempt from the GST or to commingle property subject to different treatment for GST purposes whether because the transferors with respect to the property are assigned to different generations or otherwise. The provisions of this Section are intended to enable the Trustee to avoid such situations by empowering the Trustee to segregate property (i) that is totally exempt from the GST from property that is totally subject to the GST or (ii) that is otherwise treated differently from other trust property for purposes of the GST; and the provisions of this Section should be applied in a manner consistent with this intent. Therefore, notwithstanding anything contained in this document to the contrary, the following shall apply:

- (1) If a trust to be created hereunder (the "recipient trust") would otherwise be partially exempt from the GST after the intended allocation of any transferor's available GST exemption to it, then, prior to such intended allocation and as of the relevant valuation date under Section 2642 of the Code with respect to such allocation, the Trustee is directed to create two separate trusts of equal or unequal value which shall be funded out of the available assets to permit allocation of a transferor's GST exemption solely to one trust which will be totally exempt from the GST. In exercising this power, the amount of the transferor's GST exemption to be allocated to the portion of the recipient trust shall be treated as a pecuniary amount for such purpose.
- (2) If property which is to be added to or allocated to a trust which is totally exempt from the GST would cause such trust to be partially exempt from the GST, the Trustee is authorized to hold such property as a separate trust in lieu of adding such property to such trust.
- (3) The separate trusts created under this Section shall be (i) held, administered and distributed under the same terms and conditions as the original trust except with respect to differing provisions hereunder for trusts which are totally exempt from the GST, and (ii) sometimes referred to in this document as "related trusts".

(7) Funding Pecuniary Amounts. The Trustee is hereby authorized to select and distribute assets to fund any pecuniary amount hereunder to which it is intended that any transferor's GST exemption will be allocated or to which any transferor's GST exemption is allocated as follows:

- (1) If such pecuniary amount is satisfied in kind, the Trustee shall distribute property to satisfy the pecuniary amount based on its value as finally determined for federal estate tax purposes (or, if acquired after death, at its

federal income tax basis) and shall select property in such manner that fairly represents net appreciation or depreciation in the value of the property then available to pay such pecuniary amount measured from the date of the transferor's death to the date, or dates, of such allocation.

(2) The Trustee shall either (i) irrevocably set aside property, in cash or kind, to satisfy the pecuniary amount within fifteen (15) months of the transferor's death or (ii) pay interest on such pecuniary amount at the minimum amount required by applicable federal law to qualify such pecuniary amount as totally exempt from the GST as of the date of death of the transferor; provided, however, that if the pecuniary amount is intended to qualify for the marital deduction from federal estate tax, the Trustee is directed in all events to allocate such pecuniary amount a pro rata share of the income earned by the assets from which such pecuniary amount is to be funded between the date of the Trustor's death and the date of funding such pecuniary amount.

(3) In no event shall such distribution of assets be made in a manner which would prevent the allocation of the GST exemption to the pecuniary amount to be funded.

(8) Contingent General Power of Appointment. Notwithstanding the foregoing provisions, if, and after taking into consideration any automatic allocation of a transferor's GST exemption, upon the death of a beneficiary of any separate trust hereunder, the trust estate of such trust would (i) be totally subject to the GST and (ii) be distributed to or for the benefit of skip persons, then in addition to any other power of appointment granted hereunder, said beneficiary may appoint all or any portion of the trust estate of such trust outright to said beneficiary's estate.

FOURTH

In light of the foregoing, and on condition of the validity and effectiveness of the changes made by EVA M. LINDSKOG and on the condition of non-contest by the children or any of them, Articles 8, 9 and 10 of the '95 Trust are deleted.

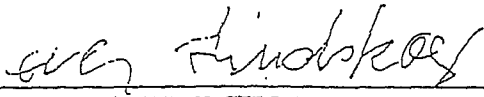
FIFTH

RATIFICATION OF TRUST

This document constitutes an amendment to THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95, as previously amended. To the extent that it specifically conflicts with the provisions of same as originally written, the provisions hereof shall control and the documents shall be read together as one. In all other respects, the terms of the Agreement are ratified, confirmed and approved as continuing to be in full force and effect. As modified hereby, the undersigned ROBERT

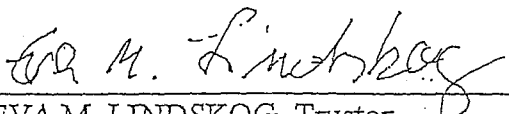
A. LINDSKOG and EVA M. LINDSKOG, hereby ratify and confirm THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95, in all respects.

Dated: AUG. 27, 2003



ROBERT A. LINDSKOG, Trustor
By EVA M. LINDSKOG, his Attorney in Fact.

Dated: AUG. 27, 2003



EVA M. LINDSKOG, Trustor

IN WITNESS WHEREOF, the undersigned Trustee, who is presently the sole acting Trustee of the Trust, acknowledges delivery and accepts this Amendment No. Three, on AUG. 27, 2003.

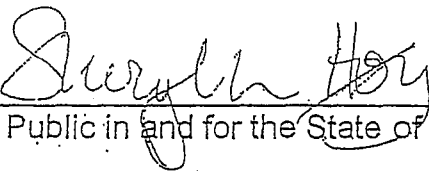


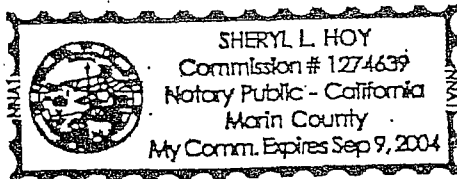
EVA M. LINDSKOG, Trustee

STATE OF CALIFORNIA)
) SS
COUNTY OF MARIN)

On August 27, 2003, before me, Sheryl L. Hoy, a Notary Public, personally appeared Eva M. Lindskog, Attorney in Fact for Robert A. Lindskog, Trustor; Eva M. Lindskog, Trustor; Eva M. Lindskog, Trustee personally known to me to be the person whose names is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

Witness my hand and official seal.


Notary Public in and for the State of California



1

2

UNIFORM STATUTORY FORM POWER OF ATTORNEY

(California Civil Code Section 2475)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA CIVIL CODE SECTIONS 2475-2499, INCLUSIVE). IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, ROBERT A. LINDSKOG, residing at 412 Riviera Circle, Larkspur, California, appoint EVA M. LINDSKOG, whose street address is 412 Riviera Circle, Larkspur, California, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects: IF EVA LINDSKOG IS UNABLE TO ACT THEN WILLIAM SHINE 1952 LOMBARD STREET AND JAVIS BARKER OF LINDSKOG PROPERTIES SHALL ACT TOGETHER AS ALTER

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

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

YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N). TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

- (A) Real estate transactions.
- (B) Tangible personal property transactions.
- (C) Stock and bond transactions.
- (D) Commodity and option transactions.
- (E) Banking and other financial institution transactions.
- (F) Business operating transactions.
- (G) Insurance and annuity transactions.
- (H) Estate, trust, and other beneficiary transactions.
- (I) Claims and litigation.
- (J) Personal and family maintenance.
- (K) Benefits from social security, medicare, medicaid, or other governmental programs, or civil or military service.
- (L) Retirement plan transactions.
- (M) Tax matters.

RL (N) ALL OF THE POWERS LISTED ABOVE

Initials RL

SPECIAL INSTRUCTIONS:

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

I authorize my agent to exercise all the following powers:

1. To create, modify, or revoke a trust;
2. To fund with the principal's property a trust not created by the principal or a person authorized to create a trust on behalf of the principal;
3. To make or revoke a gift of the principal's property in trust or otherwise;
4. To exercise the right to make a disclaimer on the principal's behalf;
5. To create or change survivorship interests in the principal's property or in property in which the principal may have an interest;
6. To designate or change the designation of beneficiaries to receive any property, benefit, or contract right on the principal's death; and
7. To make a loan to the agent.

This power of attorney is effective immediately and will continue until revoked by me.

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

My agent is authorized to continue any program of annual gift giving commenced prior to my incapacity, including the power to make gifts to the agent.

EXERCISE OF POWER OF ATTORNEY WHERE MORE THAN ONE AGENT DESIGNATED

I have designated more than one agent. The agents are to act in succession and separately.

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

Signed this 21st day of October, 1997.

Robert A. Lindskog
 ROBERT A. LINDSKOG
 557 03 3271
 SOCIAL SECURITY NUMBER

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California)
County of Marin) ss.

On this 6 day of March 1998, before me, VIRGINIA HUERTA, personally appeared ROBERT A. LINDSKOG personally known to me OR proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.

Virginia Huerta
Notary Public

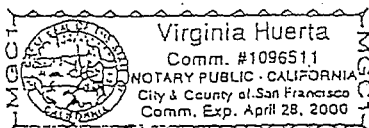


Exhibit B

**THE TERMS OF THE
LIVEWIRE LINDSKOG FOUNDATION**

Following the death of EVA M. LINDSKOG ("Settlor") and completion of administration of her estate, including the payment of all specific gifts to and all Death Taxes, Debts and Expense, which are to be paid out of her share of the LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95, the Net Residue of her share of said Linskog Trust shall be set aside and established as an charitable foundation, to be formally known as the "LIVEWIRE LINDSKOG FOUNDATION" as follows:

1. Name. The FOUNDATION is established to honor ROBERT A. LINDSKOG and shall formally be known as

"THE LIVEWIRE LINDSKOG FOUNDATION".

2. Charitable Purposes Only. The FOUNDATION is established irrevocably for charitable purposes and the amount passing to the FOUNDATION and its assets and income are irrevocably committed to charitable purposes.

3. Organization. The assets allocated to the FOUNDATION shall be delivered to such entity as WILLIAM SHINE, VINCENT J. DeMARTINI & JANIS BARKER shall specify, which may be organized as a corporation or a trust, as they may elect after seeking suitable professional advice. (Assuming that it will be established as a trust, all references to its governing body shall be to the board of trustees, but such term will refer to a board of directors or board of trustees or otherwise, as appropriate, whichever is ultimately used). The initial board of trustees of the FOUNDATION shall include at least such number of members as is required by applicable law so that WILLIAM SHINE, VINCENT J. DeMARTINI & JANIS BARKER may serve on the board without disqualifying the FOUNDATION from tax-exempt status. The initial board of trustees of the FOUNDATION shall included WILLIAM SHINE, VINCENT J. DeMARTINI & JANIS BARKER, if they choose to serve and qualify to serve, and such additional persons, as they may mutually select, or if they fail to select or if their right to select same would subject the FOUNDATION to otherwise avoidable tax impacts or administrative burdens, then as selected by such independent persons as may be appointed by WILLIAM SHINE, VINCENT J. DeMARTINI & JANIS BARKER to designate the number and other persons. If they, or any of them, fail to make such selection or appointment, then same shall be accomplished by the acting Trustee(s) of THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95, or if none, then by the last acting attorney for the Settlor at her death. It is the Settlor's desire, but not a requirement, that WILLIAM SHINE, VINCENT J. DeMARTINI & JANIS BARKER serve on the board of trustees of the FOUNDATION for life or so long as each cares and is able to so serve.

4. Qualifying Charitable Organizations. The FOUNDATION shall make distributions only to entities and organizations which are Qualifying Charitable Organizations. As used in this document, a charitable organization is a "Qualifying Charitable Organization" if it is a non-profit organization described in and qualifying under Sections 170(b)(1)(A), 170(c) [charitable transfers for income tax purposes], 2055(a) [estate transfers for charitable purposes] and Section

2522(a)[charitable gifts] of the I.R.C. (or successor statutes) at the time when any property of the FOUNDATION is to be distributed to it. The FOUNDATION shall make such distributions in such amounts and at such times as the board of trustees sees fit but subject to the requirements of law to maintain the FOUNDATION's status.

5. Authorization to Trustees to Maintain Concentrated Assets Portfolio.

ROBERT A. LINDSKOG and EVA M. LINDSKOG accumulated a substantial net worth by buying and holding Marin County real estate assets for the long term. They considered the stock market to be more speculative than California investment real estate. They do not think that bonds protect against inflation. The Linskogs very much liked the returns available from well-located real estate investments. The Linskogs always felt that real estate should be bought not sold, and that capital gains, transaction fees and costs significantly harm the return on the portfolio.

EVA M. LINDSKOG directs that to the extent possible none of the Linskog real estate business assets be sold, notwithstanding an apparent lack of risk diversification. ROBERT A. LINDSKOG and EVA M. LINDSKOG believed that real estate investments are more solid and predictable than securities, notwithstanding that the stock market has done better recently than they ever anticipated. However, they did not understand the stock market and did understand real estate investments. Since EVA M. LINDSKOG believes that the accumulated assets represent all that ROBERT A. LINDSKOG stood for, it is ultimately a gift from him to his community, thus EVA M. LINDSKOG feels strongly that the present holdings are the best way to invest and preserve the assets so accumulated.

The settlor prefers to the extent efficiently possible, the Trust continue to be invested in the presently-held real property investments and not be invested in securities or cash-equivalents, except for reasonable working capital needs. EVA M. LINDSKOG wishes and directs that the Trustees of the foundation be governed and protected by the following:

Any successor Trustee(s) may accept the assets as consisting of substantial real estate assets and continue to hold that collection of assets or any replacement of same without diversification and need not be concerned about maximizing returns, minimizing risks, or balancing same. The Trustees specifically need not be concerned regarding diversification as to asset types or as to geographic concentration. The Trustee may expend substantially all the net income of the real estate assets to take care of deferred maintenance, improve the properties, or pay off debt. The Trustee may disregard or emphasize generation of income or growth of principal or neither, so long as the Trustee may retain said real estate assets. In the interests of keeping the Linskog assets together and working productively so as to be able to help the Marin County community, the Trustee is authorized to keep the assets concentrated notwithstanding that such action may be construed as ignoring the future rights of actual or potential beneficiaries or the Trustee may invest the trust assets solely for same and ignore the interests of the current discretionary beneficiaries. No prudent, normal, or legal standards of investment shall apply to the Trustee. (Such otherwise possibly prohibited acts and omissions are hereafter referred to as the authorized "Transactions").

The Trustee shall incur no liability for any such Transactions even though such Transactions are not of the type or on terms which trustees or other fiduciaries are ordinarily authorized to make and even if such Transactions result in a loss to the foundation. The Trustee shall have absolute authority to not engage in any such Transactions. Notwithstanding the foregoing, the Trustee shall not have such authority if having same would disqualify the charitable purpose of the foundation.

(1) Such Transactions shall not be grounds for personal liability of the Trustee, for surcharge of the Trustee nor for removal of the Trustee.

(2) Notwithstanding the foregoing, the Trustee cannot acquire speculative assets for the trust from a Trustee or any of their affiliates. Further, nothing in this document is intended to empower the person(s) acting as Trustee in any way that would make the Trust's income taxable to him under I.R.C. § 678.

These directions are given, notwithstanding that at the time of funding the foundation, for a short period before the values grow again, avoiding capital gains taxes will no longer be an obstacle to liquidating portions of the portfolio.

6. Distributions. The FOUNDATION shall make at least such annual distributions as required by law to maintain its charitable foundation status. In making distributions from the FOUNDATION, the Settlor desires that the FOUNDATION's board of trustees look to the following list as indicative of her interests and desires, but the board of trustees are not restricted to such entities or to such shares. The Settlor desires that distributions be made in accordance with the personal principles and beliefs of ROBERT A. LINDSKOG regarding the support of charitable institutions, as recalled and interpreted by WILLIAM SHINE, VINCENT J. DeMARTINI & JANIS BARKER and as the board or Trustees see fit and appropriate and in compliance with the restrictions of law necessary to maintain the FOUNDATION as a qualifying foundation. Distributions shall be made to Qualifying Charitable Organization in such amounts or proportions, equal or unequal, as the board of trustees, in the exercise of sole and absolute discretion, shall determine. Further, the board of trustees may place such tax-permitted restrictions on FOUNDATION gifts and grants as the board sees fit, such as focused grants, challenge grants, matching funds programs, etc.

7. Suggested Distributees. The Settlor's initial suggested list of possible recipient Qualifying Charitable Organizations, or the designated units or divisions of same, and the suggested annual and or cumulative relative participation shares of each, with her suggestion that all distributions may be used for general purposes and without restriction, but without any limits on the Trustees' selection of recipients, are as follows:

Alzheimer's Association North Bay Chapter(for use only in Marin County)	50%
The Buckelew House Program (for use only in Marin County)	50%

The Settlor's suggestions are each subject to the condition that the named organization continues to exist, its purposes continue to be relevant and continues as a Qualifying Charitable Organization such that gifts thereto qualify for a charitable deduction for income and estate tax purposes.

8. Term. The FOUNDATION shall have no definite term, but the Trustees may, in their sole discretion, elect at any time to terminate the Foundation and distribute its assets for charitable purposes or to another charitable entity(ies), including contributing the FOUNDATION's assets to another foundation which agrees to honor ROBERT A. LINDSKOG..

9. Intention That Qualify for Charitable Deduction. The Settlor intends that this

transfer to the FOUNDATION qualify, under then existing or applicable laws, for the charitable deduction from Estate and Gift Taxes with respect to the Settlor's federal taxable estate, and all terms hereof shall be strictly construed in accordance with that intention. If necessary to achieve that intent, the Trustee and or the board of trustees of the FOUNDATION shall have the right to establish the FOUNDATION under such terms and restrictions as they are advised are required and may ignore or modify the terms hereof in order to so qualify and so comply. It is the Settlor's intention to insure that the assets committed to the FOUNDATION shall be deductible for income and estate tax purposes under the provisions of the I.R.C. Further, the Settlor intends that any payments of income made by the Trustee to the FOUNDATION or from the FOUNDATION to Qualifying Charitable Organization qualify as income tax charitable deductions. Accordingly, all provisions of this section shall be construed to effectuate this intention, that all provisions of this section shall be construed, and the trust be administered, solely in a manner consistent with sections 170(c), 642(c), and 2055 of the Code, and with regulations and rulings which may be promulgated from time to time with respect to estate transfers to trusts creating charitable interests organized as a foundation, that none of the powers granted to the trustees shall be exercised in a manner as to disqualify the FOUNDATION for such deductions and specifically, but without limiting the foregoing, that nothing in these directions shall be construed to restrict the Trustees from investing the FOUNDATION assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of FOUNDATION assets.

10. Additional Administrative Powers. The Trustees of the foundation are granted all the administrative powers necessary to act in compliance with the requirements of the I.R.C., as in effect at the time of the Settlor's death and from time to time thereafter, so as to qualify the interest committed to the Qualifying Charitable Organizations hereunder for the estate and income tax charitable deductions. Should any provisions hereof be inconsistent or in conflict with the sections of the Code and the regulations and rulings governing privately created charitable foundations as in effect from time to time, then such sections, regulations and rulings shall be deemed to override and supersede such inconsistent or conflicting provisions. If such sections, regulations and rulings at any time require that instruments creating charitable foundations contain provisions which are not expressly set forth in this document in or adopted by the Trustee of THE LINDSKOG 1995 REVOCABLE TRUST U/D/T 8/1/95 at the time of funding and creating the FOUNDATION, then such provisions shall be incorporated in this document by reference and shall be deemed to be part of these directions to the same extent as though they had been expressly set forth herein.

11. Prohibited Transactions. The trustees of the FOUNDATION are expressly prohibited (a) from engaging in any act of self-dealing as defined in section 4941(d) of the Code, (b) from retaining any business holdings as defined in section 4943(c) of the Code which would subject the trust to tax under section 4943 of the Code, (c) from making any investments which would subject the trust to tax under section 4944 of the Code, and (d) from making any taxable expenditures as defined in section 4945(d) of the Code. The Trustees shall make distributions at such time and in such manner as not to subject the trust to tax under section 4942 of said Code.

12. No Personal Benefits. No distributions shall be made to nor shall any benefits accrue to any person or entity which is not a Qualifying Charitable Organization. Specifically, no such

benefits shall accrue to WILLIAM SHINE, VINCENT J. DeMARTINI & JANIS BARKER, or their issue. Nothing in this document shall prevent the Trustees from receiving a reasonable salary or other compensation for services performed and responsibilities undertaken. No benefits shall or may accrue to the children of ROBERT A. LINDSKOG.

13. Trustees' Limited Power of Amendment. The Trustees shall have the power to amend the provisions governing the FOUNDATION in any manner required for the sole purpose of ensuring that the trust qualifies and continues to qualify as a charitable foundation.

TERMS APPROVED: Dated: February 7, 2002 2002

Robert A. Lindskog by Eva M. Lindskog
ROBERT A. LINDSKOG, Trustor
by EVA M. LINDSKOG, his Attorney in Fact
Eva M. Lindskog
EVA M. LINDSKOG, Trustor
Eva M. Lindskog
EVA M. LINDSKOG, Trustee

Witnessed - 2-20-02 J. Lee

Swygler, Hoag

E. L.

Exhibit C

LIVEWIRE LINDSKOG FOUNDATION

ARTICLE ONE: Introduction

A. Livewire Lindskog Foundation. This instrument is dated as of the date set forth on the signature page hereof, and is signed by Eva Lindskog ("Settlor") and by William Shine, Vincent J. DeMartini and Janis Barker trustees (the "Trustees"). The trust governed by this instrument shall be known as the Livewire Lindskog Foundation (the "Trust"). The Trust is being created by Settlor to carry out the Trust purposes stated in Section A of Article THREE, and shall be administered by the Trustees, and by any successor trustees, in the manner set forth in this instrument.

B. Trust Property. The original Trust property shall consist of cash of one hundred dollars (\$ 100).

C. Additions to the Trust. Additional property acceptable to the Trustees may be added to this trust at any time. Additional property upon its receipt and acceptance by the Trustees shall become a part of the Trust estate.

D. Authorization to Trustees to Maintain Concentrated Assets Portfolio. EVA M. LINDSKOG directs that to the extent possible none of the funding real estate assets be sold, notwithstanding an apparent lack of risk diversification. The Settlor believes that the accumulated assets represent all that ROBERT A. LINDSKOG stood for, and are ultimately a gift from him to his community, thus Settlor feels strongly that preserving the present real estate portfolio holdings and adding to same are the best way to invest and preserve the assets so accumulated.

The Settlor prefers to the extent efficiently possible, except for reasonable working capital needs, the Trust continue to be invested in the presently-held real property investments and thus keep them productive so as to be able to help the Marin County community. The Settlor wishes and directs that the Trustees of the foundation be governed and protected by the following:

Any successor Trustee(s) may accept the assets consisting of substantial real estate assets and continue to hold that collection of assets or any replacement of same without diversification as to asset types or as to geographic concentration and need not be concerned about minimizing portfolio risks, or balancing risk and return. The Trustee may expend substantially all the net income of the real estate assets to address deferred maintenance, improvements, or retire debt. The Trustees may disregard or emphasize generation of income or growth of principal or neither. The Trustee is authorized to keep the assets concentrated notwithstanding that such action may be construed as ignoring the future rights of actual or potential beneficiaries or the Trustee may invest the trust assets solely for future growth and ignore the interests of the current discretionary beneficiaries. The Trustee shall incur no liability for any such Transactions even though such Transactions are not of the type or on terms which trustees or other fiduciaries are ordinarily authorized to make and even if such Transactions result in a loss to the trust. Such Transactions shall not be grounds for personal liability of any Trustee, for surcharge of any Trustee nor for removal of any Trustee. However, the Trustee shall not have such authority if having same would disqualify the charitable purpose of the foundation. The Trustee cannot acquire speculative assets for the trust from a Trustee or any of their affiliates. Further, nothing in this document is intended

to empower the person(s) acting as Trustee in any way that would make the Trust's income taxable to the Trustee under I.R.C. § 678.

ARTICLE TWO:

Trust is Irrevocable; Qualification; Powers are Fiduciary Powers

A. Trust is Irrevocable. The Trust created by this trust instrument is irrevocable and can be amended only as provided in Section D. ("Limited Power of Trustees to Amend") of Article FIVE.

B. Qualification of Trust. The Trust shall be qualified as a charitable trust and the Trustees shall do all things necessary under federal, state and local law to qualify the Trust as an exempt charitable trust within the meaning of Section 501 of the Internal Revenue Code (the "Code"). "Code" means the Internal Revenue Code of 1986, as amended, or any subsequent federal revenue law. Reference to a particular Section or Subsection of the Internal Revenue Code and supporting regulations refers as well to the corresponding Section or Subsection of any subsequent federal revenue law.

C. Trustees' Powers are Fiduciary Powers. All powers granted to the Trustees by this instrument are exercisable by the Trustees only in a fiduciary capacity. No power given hereunder shall be construed to enable any person to purchase, exchange, or otherwise deal with or dispose of the principal or income of the Trust for less-than-adequate consideration in money or money's worth. No power given hereunder shall be construed to authorize loans to any person except on the basis of an adequate interest charge and with adequate security.

ARTICLE THREE:

Trust Purposes

A. Trust Purposes. The Trustees shall administer the Trust estate exclusively for charitable purposes as selected by the Trustees, including the following or any of them (sometimes called "Trust Purposes"), namely, advancing efforts in the fields of the fine arts, education, human resources development, environmental conservation and medicine, and advancing the interests of other charitable organizations engaged in the foregoing fields, without limiting the generality of the foregoing trust purposes. Settlor expresses her desire that the Trustees give due consideration to the following organizations, provided that they are charitable organizations as defined in Code Section 501:

Human Resources:

Marin County Hospice

Alzheimer's Association North Bay Chapter (for use only in Marin County)

The Buckelew House Program (for use only in Marin County)

Educational Organizations:

Medical Organizations:

Marin General Hospital

B. Term of the Trust: The Trust shall continue indefinitely unless the Trustees, in the exercise of the Trustees' discretion, terminate the Trust and distribute all of the Trust estate according to the provisions of Section D ("Liquidating Distributions to Other Charitable Organizations") of this Article THREE below.

C. Periodic Distributions to Charity

1. Income. In the exercise of the trustees' discretion, acting annually or at more frequent intervals, the trustees may distribute all or any part of the annual net income of the trust for one or more of the trust purposes described above; or the trustees may accumulate all or any part of the annual net income of the trust and add it to the trust principal, to the extent that accumulating net income is consistent with the trust purposes and does not jeopardize the trust's status as an exempt charitable trust.

2. Principal. In addition, in the exercise of the trustees' discretion, the trustees may distribute principal for one or more of the trust purposes if the trustees determine that distribution of the principal is desirable for the accomplishment of the trust purposes.

D. Liquidating Distributions to Other Charitable Organizations

1. Partial or Complete Dissolution of Trust. The trustees may, in the exercise of the trustees' discretion:

a. Organize or create or cause to be organized or created one or more charitable trusts, foundations, corporations, societies or other organizations, the form or forms of which are to be selected by the trustees under the laws of one or more jurisdictions to be selected by the trustees, for one or more of the trust purposes, with all of the power and authority which the trustees deem necessary or advisable to carry out such trust purposes, and wholly dissolve or partially liquidate this trust and distribute all or any part of the trust estate to the charitable organization or organizations so organized or created.

b. Distribute all or any part of the trust estate to one or more charitable organizations (other than an organization or organizations created or organized by the trustees) whose purposes are consistent with one or more of the trust purposes.

2. Limitations on Distributee Organizations. Any charitable organization or organizations to which distributions are made under this Section D shall: (a) have been organized and shall operate exclusively for one or more of the trust purposes; (b) be subject to the limitations stated below in Section E ("Trust Not To Be Subject to Certain Taxes"); and (c) meet the requirements of Code Section 501(c)(3).

3. Discharge of Trustees from Liability. Upon distribution of all or any part of the trust estate to one or more charitable organizations, and upon obtaining from such organization or organizations a written receipt for the assets distributed, the liability of the trustees with respect to the distributed assets shall cease and the trustees shall be discharged from further responsibility for the assets so distributed.

E. Trust Not To Be Subject to Certain Taxes. The trustees shall administer the trust in whatever manner is required in order to minimize the imposition of taxes on the trust. The limitations of the Code governing tax-exempt organizations, including the requirement for qualification under Code Section 501(c)(3), and the following limitations shall apply to the trust:

1. The trust shall not carry on any activities not permitted to be carried on (a) by an organization exempt from federal income tax under Code Section 501(c)(3), or (b) by an organization the contributions to which are deductible under Code Section 170(c)(2).

2. No part of the activities of the trust shall include the carrying on of propaganda, otherwise attempting to influence legislation, or participation in or intervention in any political campaign on behalf of any candidate for public office.

3. The trustees shall distribute the annual net income of the trust at a time and in a manner that will not subject the trust to the tax on undistributed income imposed by Code Section 4942.

4. Notwithstanding any powers granted to the trustees elsewhere in this instrument, the trustees shall not engage in any act of self-dealing as defined in Code Section 4941(d); nor retain any excess business holdings as defined in Code Section 4943(c); nor make any investments in such manner as to incur liability under Code Section 4944; nor make any taxable expenditures as defined in Code Section 4945(d).

F. Earnings To Be Used Exclusively for Charitable Purposes. No part of the net earnings of the trust shall ever inure to or for the benefit of or be distributable to its trustees, officers, or other private persons, except that the trust shall be empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes for which it was formed.

G. Dissolution. Upon the dissolution of the trust, its assets shall be distributed for one or more exempt purposes within the meaning of Code Section 501(c)(3), or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the trust is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, provided that any such organizations are organized and operated exclusively for such purposes.

ARTICLE FOUR: Trustees

A. Successor Trustees

1. If a trustee named in Article ONE becomes unable or unwilling to continue to act as trustee, the successor trustee or trustees shall be the person or persons designated by a majority of the remaining trustees who are able and willing to designate.

2. If the persons who have the right to designate a successor trustee fail to designate a successor trustee, then the remaining trustees shall nevertheless continue to act, subject to Subsection A.3 below.

3. The number of trustees of this trust shall at all times be not less than three (3) and not more than seven (7).

B. Subsequent Vacancies. An exercise of the power to designate a successor trustee shall not exhaust the power. Any subsequent vacancy in the office of trustee shall be filled as set forth in Section A above.

C. Designation of Successor Trustees. Any person having the power to designate a successor trustee pursuant to the above Section A may designate any one or more corporations or individuals, including himself or herself, to act as sole trustee or as co-trustees. A designation shall be made in writing. The designation may be made in advance of the occurrence of a vacancy in office. A designation made in advance may be revoked at any time prior to the occurrence of a vacancy in the office which is to be filled. The written designation may be delivered to the designated trustee either at the time of the designation or after the occurrence of a vacancy in office.

D. Written Acceptance of Office. Every person becoming a successor trustee by designation pursuant to the above Sections shall accept the office in writing and, if the office is then vacant, shall be a trustee immediately upon delivery of the written acceptance to the individual or individuals who has designated the successor trustee in accordance with the provisions of this Article, or if that individual is not then living, to the trustees then in office.

E. Dual Positions Occupied by a Trustee. The trustees may wish to engage and compensate a business or professional firm with which an individual trustee may be associated. The trustees are authorized, but not directed, to use the services of any business or professional firm with which any one or more trustees may be associated.

Any business or professional firm with which a trustee shall be associated may deal with the trustee. The association of a trustee with a business or professional firm which the trustee wishes to engage shall not be a ground for the removal of a trustee and shall not impair the ability of a trustee to transact business with the firm, nor shall it impair the ability of the firm to receive any compensation or profit to which the firm would otherwise be entitled.

The person or persons designated to serve as trustees shall be entitled to receive reasonable compensation for services rendered by them, as set forth in Subsection A.3 of Article SIX, although they may, for tax or other reasons, waive their right to receive all or a part of the compensation which they are entitled to receive. The association of a trustee with a business or professional firm shall not prevent the trustee from receiving any compensation which the trustee would otherwise be entitled to receive for any services rendered by the trustee.

ARTICLE FIVE: Powers of Trustees

A. Extensive Powers Granted. Settlor understands that Settlor may grant extensive powers to the trustees or, in the alternative, that Settlor may limit the trustees' powers. Settlor has carefully considered who should serve as trustees and successor trustees and desires to grant complete and extensive powers to the trustees and the trustees' successors.

B. Powers in Attached Trust Provisions Incorporated by Reference. Subject to the limitations on the trustees' powers set forth in this trust instrument and to the provisions of the laws of the United States and of the State of California governing charitable trusts and charitable trustees, the trustees and successor trustees shall have the power to do everything they deem advisable in the performance of their duties as trustees, including all of the powers set forth on Exhibit A attached hereto and by this reference incorporated herein.

C. Tax-Exempt Classification. Notwithstanding any other provision of this instrument (including Exhibit A attached hereto) to the contrary, the trustees' powers shall be exercised only in a manner that is consistent with the continued qualification of the trust for the tax-exempt classification to which the trust shall otherwise be entitled.

D. Limited Power of Trustees To Amend.

1. The trustees shall have the power to amend the provisions of this trust instrument for the purpose of complying with:

a. The requirements of Code Section 501(c)(3) or any other section or sections of the Code;

b. Corresponding provisions of the tax laws of any state or states to which the trust may be subject; and

c. Other applicable federal and state legislation and regulations as they now exist or may hereafter be amended.

2. No amendment shall authorize the trustees to administer any trust hereunder in any manner or for any purpose which is contrary to the provisions of Code Section 501(c)(3).

3. The power granted in this Section D shall be exercisable from time to time. Every amendment shall be in writing and shall be signed by the trustees. Any amendment of this Section D shall be valid only if, and only to the extent that, it further restricts the trustees' power further to amend the trust.

E. Management of Trust. In addition to all other powers granted by law and by this instrument, in managing the trust the trustees shall have the following rights and powers:

1. To adopt, and from time to time to revise, a statement of supplemental policies and procedures for the administration of the trust, provided such statement does not jeopardize the tax-exempt status of the trust.

2. To elect any or all of the following officers, each to exercise such powers on behalf of the trust as may be conferred by the trustees:

Chair
President
One or more vice-presidents
Secretary
Assistant secretary
Chief financial officer
Executive director

3. To elect one individual to hold more than one office.

4. To ensure that the policies and procedures for determining the amounts and recipients of grants are not construed to confer upon any potential grantee any preferential right or other claim of entitlement to receive future grants or to impose upon the trustees any obligation to make a grant to any such potential grantee.

ARTICLE SIX: General Provisions

A. Administrative and Trusteeship Provisions.

1. Resignation. Any trustee may resign. A trustee's resignation shall become effective when written notice of the trustee's resignation has been delivered to any co-trustee then in office. If no co-trustee is then in office, the resignation shall be effective when a successor trustee has been appointed. If an individual trustee dies before delivery of written notice of resignation to a co-trustee, his or her resignation shall be ineffective (because the trustee's office will become vacant by reason of the trustee's death). No trustee may resign unless another trustee is serving who has not served a written notice of resignation or until a successor has been appointed for the trustee who has resigned. If a trustee resigns, the trustee shall be entitled to compensation earned and expenses incurred only to the effective date of resignation.

After a co-trustee's resignation, the remaining trustee or trustees may alone administer the trust unless the trust instrument requires a successor trustee if an incumbent co-trustee ceases to act.

2. Succession of Title. The title to the trust estate shall vest immediately in a successor trustee. A prior trustee shall execute all instruments and do all acts necessary to vest title in a successor without court accounting. No successor shall be obliged to:

- a. Examine the accounts, records and acts of any previous trustee.
- b. Examine any allocation made by any previous trustee of the shares or trusts and the income of the shares and trusts.
- c. Be responsible for any act or omission of any previous trustee.

A successor trustee shall be entitled to accept as conclusive any accounting and statement of assets furnished to the successor by a predecessor trustee or by the personal representative of a deceased predecessor trustee. A successor trustee shall be responsible only for assets included in an accounting and statement of assets furnished to the successor trustee.

3. Taxes, Charges and Other Expenses: Trustee's Compensation. Any trustee shall be entitled to reasonable compensation for the trustee's services. All taxes, assessments, fees, charges and other expenses incurred by trustees in the administration or protection of any assets held in trust, including the compensation of trustees, shall be a charge upon the trust estate or trust estates and shall be paid by trustees in full prior to final distribution of the trust or trusts.

4. Waiver of Bond. No bond or other security shall be required in any jurisdiction for the performance of duties in any capacity of any person who is named in or designated according to the provisions of the trust instrument as a trustee.

5. Exculpatory Provision - General. No individual who is at any time serving as a trustee of any trust created by the trust instrument shall ever be liable for involuntary losses or for any loss or damage suffered by the trust estate unless the loss or damage has been caused by the willful neglect or default of the trustee.

6. Exculpatory Provision - Personal and Household Articles and Residential Real Property Controlled or Occupied by Settlor. No individual serving as trustee of any trust created by the trust instrument shall be liable for loss of or damage to any personal and household articles and residential real property held as part of the trust estate that remains in the possession and/or control of or is occupied by Settlor.

7. Notary's or Trustee's Certification. Anyone may rely upon a copy of the trust instrument as if it were the original, provided that the copy is certified by a notary public to be a counterpart of the trust instrument (and of the writings, if any, endorsed on or attached to the trust instrument). Anyone may rely upon any statement of fact certified by a person who is identified in the trust instrument (or in a certified copy) as a trustee under the trust instrument.

8. Purchaser Need Not Inquire into Trustee's Authority. No purchaser or other person dealing with a trustee purporting to act under any power or authority granted in or given by a trustee in purported compliance with the trust instrument is or shall be required to inquire into the existence of facts upon which the purported power or authority depends or into the question of whether the purported power or authority continues to exist. No purchaser from or other person dealing with the trustees is or shall be responsible for the application of any purchase money or other money paid, lent or transferred to the trustees.

9. Court Approval Unnecessary. The trustees shall not be required to apply to any court for authority to make any sale or disbursement or for the approval of the exercise of any power conferred upon the trustees. The trustees may make any sale or disbursement with or without notice.

10. Absence or Incapacity of a Trustee: Delegation of Powers by a Trustee. The following rules shall apply to the trust:

a. Trustee May Act Alone if an Individual Trustee Is Absent or Incapacitated. If an individual trustee becomes unable to perform his or her duties as co-trustee because of mental or physical incapacity, the remaining trustee or trustees may alone administer the trust during the period of the incapacitated trustee's incapacity. If an individual trustee becomes unable to perform his or her duties as co-trustee because of his or her absence from the state in which the trust is being administered, the remaining trustee or trustees may alone administer the trust during the period of the absent trustee's absence.

b. An Individual Trustee May Delegate Powers to a Co-Trustee. An individual trustee may authorize his or her co-trustee or co-trustees to alone administer the trust during any period of time for which the individual co-trustee delegates his or her powers. Any authorization or delegation pursuant to this Subsection shall be in writing. Any authorization or delegation pursuant to this Subsection may be revoked in writing.

c. Trustee's Power To Act in the Name of an Absent Trustee. Any trustee acting alone in the absence of an absent or incapacitated co-trustee has the power to act on behalf of and in the name of the absent, ill, incapacitated co-trustee.

11. Power of a Majority of the Trustees To Act. At any time when more than two trustees are acting as to any trust under the trust instrument, in the event of a disagreement among the trustees as to any act or decision required or authorized by the trust instrument, the decision of a majority of the trustees shall be binding upon the trust estate. Whenever two trustees are acting, the trustees' decisions must be unanimous.

12. Assumption of Office by Incapacitated Trustee's Successor. Any person who is serving as a trustee of the trust governed by this instrument shall be deemed to have automatically resigned the office of trustee, without further act upon the trustee's part, upon a determination according to any method or procedure described below that the trustee has become "incapacitated" (that is, unwilling to manage his or her own financial affairs or incapable of acting rationally and prudently in his or her own financial best interests), and any person may rely on such a determination. Upon the automatic resignation of the office of trustee by a trustee, the next successor trustee designated pursuant to this Article SIX shall assume the office of trustee, subject to the above provisions of this Article SIX.

The determination that a trustee is incapacitated shall be made as follows:

1. By the trustee whose capacity is in question, in a written instrument; or
2. By the appointment by a court of a guardian or conservator of the trustee's person or estate or both; or
3. By any other order or decree of a court of competent jurisdiction; or

4. By unanimous decision of a committee composed of the following people:

- a. The physician then regularly caring for the trustee. If there is no regular physician, then the remaining committee members shall act.
- b. A second physician chosen by the trustees (other than the trustee whose capacity is in question).
- c. The trustees (other than the trustee whose capacity is in question).

Settlor or any trustee (other than the trustee whose capacity is in question) may call for a determination provided for in this Section. If a committee determines that the trustee has become incapacitated, then the co-trustees, if any, or the next eligible successor trustee who is able and willing to act, shall exercise all powers granted hereunder as if the trustee were adjudicated to be legally incompetent but without the need for any court proceedings. If a co-trustee or successor trustee acts in good faith in reliance on a committee's determination, then the co-trustee or successor trustee shall not be required to take further action to determine the incapacitated trustee's fitness or capacity to exercise powers hereunder.

Upon a later determination that the former trustee is no longer incapacitated, the former trustee may be restored to the office of trustee. The determination shall be made according to the same method or procedure used for the original determination of the trustee's incapacity.

B. Principal and Income Provisions

1. Determination of What Is Principal and Income in the Exercise of Trustees' Sole Discretion. Except as otherwise provided in the trust instrument, and in the exercise of the trustees' sole discretion, the trustees shall have the power to determine what is principal and what is income, including the power to do the following:

- a. Apportion and allocate receipts and disbursements (including expenses, costs, and taxes, but excluding estate and inheritance taxes, other transfer taxes, and other governmental charges of that nature) among and between the principal and income accounts in the proportions determined by trustees.
- b. Charge, allocate or apportion premiums paid or discounts received on the purchase of bonds or other obligations against or to principal or income in the proportions determined by trustees.
- c. Apply stock dividends and other noncash dividends to income or principal or apportion them between income and principal as the trustees deem advisable.
- d. Allocate to income or principal all dividends or other payments or distributions made by any corporation or mutual fund which are designated by the corporation or mutual fund as distributions of capital gain.

e. Change the trustees' plan of allocation or apportionment of receipts and disbursements at any time and from time to time.

f. Set up reserves out of rents, profits, or other income received for taxes, assessments, insurance premiums, repairs, improvements, depreciation, obsolescence and general maintenance of buildings and other property, and for the equalization of payments to or for beneficiaries entitled to receive income.

2. Use the Principal and Income Act. Except as otherwise provided in the trust instrument, trustees shall determine what is principal and what is income according to the provisions of the California Revised Uniform Principal and Income Act (the "Act") as the Act may from time to time exist.

3. Received Income Is To Be Treated as Income. Income that is accrued or unpaid when the trust assets are received into the trust shall be treated as any other income.

4. Allocation of Realized Capital Gains to Income Rather than to Principal. Whenever trustees have the power to allocate all or any part of realized capital gains to income rather than to principal, the allocation may be made by entry on the trust's books.

C. Captions. The captions, titles or headings to the articles and sections of the trust instrument are for reading convenience. They are not a part of the trust instrument and shall have no effect upon the construction or interpretation of the trust instrument.

D. Gender and Number. Where appropriate, (a) any word in the trust instrument in the masculine gender shall include the feminine and neuter, and vice versa, and (b) any word in the singular shall include the plural, and vice versa. For example, the nouns "fiduciary," "fiduciaries," "executor," "executors," "trustee," "trustees," "guardian," and "guardians," and the pronouns "he," "his," "him," "she," "her," "hers," "they," "theirs," "them," "it," and "its" include the feminine, masculine, neuter and singular and plural whenever the context and facts require or make appropriate such construction.

E. Partial Invalidity. If any one or more portions or provisions of the trust instrument are held invalid by any court of competent jurisdiction, the balance of the trust instrument shall not be affected; and the trust instrument shall be construed and administered as if it did not contain the invalid provision.

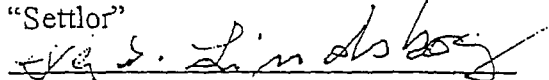
F. Inclusion of Successors. Unless otherwise provided in the trust instrument, the authorities, powers, discretions and immunities granted to trustees in the trust instrument or elsewhere are granted to the trustee or trustees first appointed in or pursuant to the trust instrument and to successor trustees who may be serving at any time.

G. California Law. The trust instrument has been written in the State of California and to the extent possible the validity and construction of the trust instrument and all rights under the trust instrument shall be governed by the laws of the State of California. This section shall apply regardless of any change of residence of trustees or beneficiaries.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all parties signatory, notwithstanding that all the parties are not signatory to the same signature page.

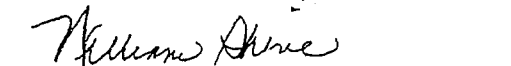
Settlor and the trustees have signed this trust instrument creating the Livewire Lindskog Foundation as of AUGUST 27, 2003.

"Settlor"

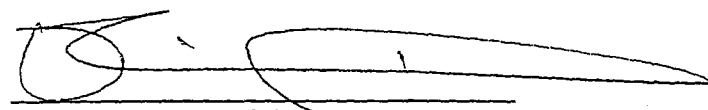


Eva S. Lindskog, individually and as Trustee of the 1995 Lindskog Family Trust
M

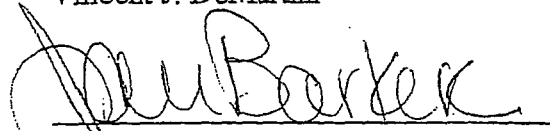
"Trustees"



William Shine



Vincent J. DeMartini



Janis Barker

POWERS OF THE TRUSTEES

1. The powers granted to the trustees (including the original trustees and successor trustees) in the trust instrument:

- a. are in addition to and not in limitation of all powers granted to the trustees by common law, by statute, and by other provisions of the trust instrument.
- b. are all exercisable by the trustees of any trust created by the trust instrument.
- c. are exercisable from time to time, and no power shall be considered exhausted by its exercise on one or more occasions.
- d. are exercisable in the sole discretion of the trustees.

The specific grant to the trustees of the powers[®] described in the trust instrument does not imply that the described powers are not otherwise conferred upon the trustees. The trustees and successor trustees shall have the power to do everything they consider advisable in the performance of their duties as trustees, other than actions specifically prohibited by the trust instrument.

In the administration of any property at any time forming a part of any trust governed by the trust instrument, the trustees shall have the power to do everything they consider to be in the best interests of the trust estate or trust estates, including the powers set forth in one or more subsections of this Exhibit A.

2. Retain Original Property. To retain indefinitely any of the original property in the trust estate, regardless of the character of the property or whether the property would then be authorized by law for investment by the trustees or whether the retention of property leaves a disproportionately large part of the trust estate invested in one type of property or whether a trustee is personally interested in the property, including stock in a corporate trustee.

3. Receive Additional Property. To receive additional property from any source, including but not limited to any person, any trust, and any probate estate.

4. Invest and Reinvest. To invest and reinvest in any property and in any proportions of property wherever located which the trustees deem advisable, even though the investments are not of the character or proportions approved by the applicable law for the investment of trust funds, including the following:

a. Stocks (common or preferred), bonds, debentures (convertible or not), shares, voting trust certificates, commodities and/or contracts relating to commodities, other securities, interests, and obligations of any corporation (whether or not closely held and including stock or other securities of a corporation created by a trustee or issued by a trustee or of any entity which owns all or any part of a corporate trustee), limited liability company, governmental body or agency, unincorporated association, partnership (general or limited), joint venture, trust, group, entity or person.

b. Options written on individual stocks and option funds, including the authority to buy, sell, repurchase or write call and put options on individual stocks whether or not held by the trustees or by option funds or others.

c. Shares or units in common trust funds wherever and by whomever established and administered, including funds established by a trustee.

d. Shares or units of investment companies, mortgage participations, investment trusts, or mutual funds whether of the open-end or closed-end type.

e. Interests in real property.

f. Promissory notes or accounts receivable, secured or unsecured.

g. Mortgages or deeds of trust on property wherever located.

h. Life insurance, annuity or endowment policies on the life of any person.

i. Wasting assets.

j. Property which is not productive at the time of investment.

5. Exercise Voting and Other Rights of Property Owners. With respect to any asset of the trust estate, to do the following:

a. To vote or refrain from voting shares of stock at stockholders' meeting in person, or by special, limited, or general proxy.

b. To exercise all options, rights, and privileges to purchase, convert or exchange stocks, bonds, notes, mortgages, or other property.

c. To subscribe for additional or other stocks, bonds, notes, mortgages, or other property.

d. To make conversions and subscriptions and to make payments for them.

e. To unite with other owners of properties similar to any which may be held at any time by the trustees in carrying out any plan for the consolidation or merger, dissolution, foreclosure, lease, or sale of property, incorporation or re-incorporation, reorganization or readjustment of the capital or financial structure of any corporation, limited liability company, partnership (general or limited), other company or association, the securities or ownership interests of which may form a portion of the trust.

f. To become and serve as a member of any stockholders' or bondholders' protective committee.

g. To present propositions, to oppose propositions presented, to approve or disapprove what is discussed, and to protest against any matter or thing which the trustees might consider contrary to the best interests of the trust.

h. To deposit securities in accordance with a plan referred to in Subsection 5.e above.

i. To pay any assessments, expenses, and sums of money that may be required for the protection or furtherance of the trust purposes with reference to a plan referred to in Subsection 5.e above.

j. To receive and retain as investments of the trust any new securities issued as a result of the execution of a plan referred to in Subsection 5.e above, whether or not the new securities would be authorized investments but for this provision.

6. Perform Business and Other Executory Contracts. To perform any valid executory contract which the trustees are or become party to and which has not been fully performed, including any contract for the sale of all or any part of a business or investment in which the trust may have or acquire an interest.

7. Continue Business Interests. To continue and operate any business or investment activity, partnership interest, limited liability company interest, or capital stock of any corporation, including a closely held corporation, which the trustees receive at Settlor's death or the trustees subsequently acquire, and to do all things the trustees deem advisable in connection with the business or investment activity or other entity, including the power to do the following:

a. Incorporate or make other changes in the form of the organization of the business or investment activity or other entity.

b. Lend or contribute other trust funds to the business or investment activity or other entity.

c. Consent to the retention of a reasonable proportion of the distributable share of net income of any business or investment activity or entity for its reasonable needs; the trustees may rely on the written statement of the managing partner or other chief executive of a

business or an investment activity or other entity setting forth the reasons for withholding distributable net income.

d. Dissolve, liquidate, sell or otherwise dispose of the business or investment activity or other entity or any interest in it.

e. Without independent investigation, accept as correct and rely on financial or other statements rendered by an accountant for any business or investment activity or other entity.

f. For accounting and reporting purposes, regard any business or investment activity or other entity as an entity separate from the trust, and account for money and property received from and paid to a business or an investment activity or other entity in a lump sum and without detailed accounting for the business or investment activity or other entity.

The trustees shall not be personally liable for misconduct, mismanagement or negligence of any employee, partner, officer, member, manager, or director (who is not an employee, officer or director of a corporate trustee) of a business, partnership, limited liability company, or corporation in which trust funds are invested.

The trustees shall be held harmless against and shall be indemnified out of the trust estate for any claims, liabilities, losses or damages chargeable against the trustees arising out of or connected with the trustees' possession, management or ownership as trustees of any interest in a business or an investment activity or other entity.

8. Lease Trust Property. To lease trust property for terms within or beyond the term of the trust and for any purpose.

9. Manage Real Property. To deal with any real property in all ways which would be lawful for any person owning real property, including the following:

- a. To improve, manage, protect, and subdivide real property.
- b. To dedicate parks, streets, highways, or alleys.
- c. To vacate any subdivision or any part of a subdivision and to resubdivide as often as desired.
- d. To sell, contract to sell, or grant options to purchase, or to convey with or without consideration.
- e. To convey to a successor trustee and to grant to the successor all of the title, estate, and powers vested in the trustees.

f. To donate, pledge, mortgage, or otherwise encumber all or any part of any real property, from time to time, in possession or reversion.

g. To lease property for a period of time which may commence at the present or in the future, on any terms and for any period or periods of time, including a time period extending beyond the duration of a trust, and to renew or extend leases on any terms at any time.

h. To contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals.

i. To partition or to exchange all or any part of any real property.

j. To grant easements or charges of any kind and to release, convey, or assign any right, title, or interest in or about any easement appurtenant to all or any part of any property.

10. Operate Farms and Ranches. To continue to hold and operate or participate in the operation of any farming or ranching property or interest regardless of when the trustees may have acquired the property or interest, for so long as the trustees deem it advisable to do so, and to do all things the trustees deem advisable in connection with the property or interest, including the following:

a. To operate the property or interest with hired labor, tenants, or sharecroppers; to hire a farm manager or a professional farm management service to supervise the farming operations; to lease or rent land, equipment, or livestock for cash or on shares; to sell, purchase, exchange, or otherwise acquire or dispose of farm machinery, livestock, farm products, timber, supplies, and services used in connection with the property; to remove, construct, repair, and improve fences, structures, and buildings of all kinds on the premises; to fertilize, terrace, clear, ditch, and drain lands, install irrigation systems, and in general follow soil conservation and other practices designed to conserve, improve, and maintain the fertility and productivity of the soil, and to carry on reforestation; to carry on both a crop and a livestock program, including the raising, purchase, and sale of livestock and any ranch or farm products whatever; to borrow money; and to pledge harvested or growing crops, timber, and livestock.

b. To execute contracts, notes, chattel mortgages, and other agreements relating to agriculture with the Commodity Credit Corporation, the Secretary of Agriculture of the United States, or any other officer or agency of the federal or state governments, or of any corporation organized under them; to enter into acreage reduction agreements; to make soil conservation commitments; and, in general, to do all acts necessary to cooperate with any governmental agricultural program and to participate in and receive all payments and other benefits and proceeds under any such programs.

11. Sell or Otherwise Dispose of Property. To sell, exchange, lease or otherwise dispose of, or grant options with respect to, any property to any person for the purposes, at the

times. for the prices. and upon the terms and conditions as the trustees shall determine. including the power to sell for cash or upon credit (including short sales) with or without security, without notice. and without the approval or order of any court.

12. Register Property: Use Nominees.

a. To register and hold any stock, bond, note, mortgage, fund or other property in bearer form, in the name of any individual, partnership, corporation, trust or other name, including the name of a trustee or any nominee selected by the trustees, and including what is commonly called a "street name"; to surrender title and possession of the same to a nominee, broker, or broker's nominee, without indication of any trustee capacity.

b. To form a general or limited partnership, a trust, corporation or other entity under any name or names of the trustees' selection for the purpose of taking and holding title to all or any trust property and for the purpose of becoming the named beneficiary of any insurance policies.

13. Employ Agents and Professional Representatives: Delegate Ministerial Duties.

a. To employ and compensate, as determined by the trustees, out of principal or income or both, investment advisers, accountants, brokers, attorneys in fact, attorneys at law, tax specialists, realtors and other agents, assistants and advisers deemed suitable by the trustees for the purpose of administering the trust, and to do so without liability for any neglect, omission, misconduct or default of any agent or professional representative, provided he or she was selected and retained with reasonable care.

b. To delegate to any agent, representative, assistant or advisor, or to a co-trustee, those ministerial duties in connection with the trustees' powers which the trustees deem to be advisable, subject to revocation at any time, including but not limited to the power to sign checks and other instruments for the payment of money and the power to give orders for the purchase and sale of securities.

14. Borrow Money: Encumber Property. To borrow money and assume indebtedness for periods of time and on terms and conditions as to rates, maturities, renewals and security as the trustees shall deem advisable, including the power to borrow from any trustee for the purpose of paying debts, taxes or other charges, or for any trust purpose, and to encumber, mortgage or pledge any portion or all of the trust, and to execute deeds of trust, installment payment agreements, or other evidences of indebtedness or security therefor; and as maker or endorser to renew existing loans and security instruments.

15. Lend Money: Make Subordinated Loans. To lend money, subject to any limitations contained in the trust instrument, to others, with or without security, on the terms and conditions as to interest rates, maturities and security determined by the trustees to be advisable, including the power to make the obligation to repay any loan or loans subordinate to any other obligation or obligations of the borrower or borrowers.

16. Reduce Interest Rates. To reduce the interest rate on any bond, promissory note, mortgage, deed of trust, or other obligation.

17. Change Terms of Guaranties and Mortgages. To consent to the modification or release of any guaranty or mortgage or deed of trust.

18. Continue Mortgages After Maturity Without Renewal or Extension. To continue mortgages or deeds of trust upon or after maturity with or without renewal or extension on the terms the trustees deem advisable, without reference to the value of the security.

19. Foreclose, Bid In or Take Over Property; Retain Property Bid In or Taken Over.

a. To foreclose, as an incident to the collection of any bond or note, any mortgage or deed of trust securing a bond or note, and bid in the property at the foreclosure sale, or to acquire the property by bid from the mortgagor, trustor or obligor without foreclosure.

b. To retain property bid in under foreclosure or taken over without foreclosure for any time the trustees deem advisable, and to dispose of property so acquired.

20. Hold Money in Bank or Other Deposit Accounts. To hold money in interest-bearing or non-interest-bearing bank, savings and loan association or other deposit accounts and to purchase certificates of deposit and investment certificates in the amounts and for the periods of time as the trustees shall deem proper, without being liable for any loss of income.

21. Pay for Liability and Property Insurance. To enter into insurance contracts to protect trust property and the trustees against loss due to any hazards, including but not limited to liability to third persons, in amounts determined by the trustees.

22. Litigate, Compromise, Adjust, or Abandon Claims. To commence, compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle at the expense of the trust claims (including but not limited to tax claims) in favor of or against the trust as the trustees consider best; the trustees' decisions in this regard shall be conclusive.

23. Commence or Defend Proceedings in Tax Court in Connection With Settlor or Settlor's Estate. To commence or defend, compromise, adjust, arbitrate, sue on, abandon, or otherwise deal with and settle at the expense of the trust litigation or other proceedings in connection with any debts or claims against Settlor or Settlor's estate, including but not limited to proceedings in any court, or before the Internal Revenue Service or any other taxing authority.

24. Abandon Property. To abandon property when in the trustees' opinion it is valueless, or when it is so encumbered or is in such poor condition that it is of no benefit to the trust.

25. Move Assets or Trust to Other Places. To remove the assets of a trust, the situs of a trust, or both the assets and the situs of a trust to any place or places within or without the United States of America.

26. Deal with Settlor's Probate Estate and Other Trusts Created by Settlor.

a. To engage or participate in any transaction with Settlor's personal representative or probate estate which the trustees are empowered to engage or participate in with any other person. For example, and not by way of limitation, the trustees may (1) purchase real or personal property from Settlor's probate estate on terms and conditions agreed on by Settlor's personal representative and the trustees; (2) hold the purchased property although it may not qualify as an authorized trust investment except for this provision; and (3) dispose of the property as and when the trustees deem it advisable to do so.

b. To engage or participate in any transaction with any trust created by Settlor (whether created by will or by a trust instrument executed during Settlor's lifetime) which the trustees are empowered to engage or participate in with any other person. For example, and not by way of limitation, the trustees may borrow from or lend money to a trust created by Settlor during Settlor's lifetime or to a trust created by Settlor's will.

27. Hold Undivided Trust Assets. To hold the assets of two or more trusts created by the trust instrument or by any other trust instrument as one undivided fund for purposes of investment and management except as segregation or division of trust assets may be required to make distributions or upon termination of a trust; provided, however, that separate accounts shall be maintained for undivided interests and the absence of physical segregation or division of assets shall not defer the vesting in title or possession of any trust or trusts. The trustees may physically segregate any trust if the trustees deem it advisable to do so.

28. Execute Agreements, Including Indemnification Agreements, and Other Documents.

a. To execute and deliver agreements, assignments, conveyances, leases, releases, options, bills of sale, powers of attorney and any other written instruments with or to any person, including a trustee in such trustee's individual or corporate capacity.

b. To enter into and execute any and all guaranty and indemnification agreements or other agreements with underwriters, investment bankers, or others, or other documents as may be required by the Securities and Exchange Commission or other governmental agencies, which may be necessary in order to consummate any sale of securities or any other property owned by any trust governed by the trust instrument, and to purchase any insurance contracts or bonds in substitution for the execution and delivery of guaranty and indemnification agreements.

29. Invest in Trust Property

a. To participate individually as a partner, limited liability company, member, or in any other joint ownership capacity with the trust in any business.

b. To hold, acquire and own stock in any corporation in which stock is also held, owned or acquired by the trust.

c. To hold, acquire and own interests in and to act as managing partner or manager of any partnership (general or limited), or any limited liability company in which an interest is also held, owned or acquired by the trust.

d. To act as an officer or a director or both, for compensation, of any corporation in which stock is held, owned or acquired by the trust; the profits or losses from the trust's share of a business or property and from the activities of the trustees in behalf of the trust shall inure to or be chargeable to the trust and not to the trustees.

30. Exercise Oil, Gas and Other Mineral Powers. Without limiting powers granted elsewhere or implying that the following express powers are not otherwise granted to the trustees:

a. To retain, acquire, develop, operate and otherwise manage mineral lands (that is, lands actually or potentially bearing oil, gas or other minerals), mineral rights, royalties, shares in joint ventures, oil or gas payments, and tangible property used or intended for use in connection with exploratory or productive activity, whether such assets are held outright, as a tenant in common, in joint ventures through undivided shares, by participation in syndicates, through partnerships, or through stock interests in corporations, listed or unlisted.

b. To join in the reorganization of any group or venture which either by agreement or under pertinent laws is required to dissolve or liquidate because of the death, incompetence, bankruptcy or withdrawal of any participant, and to acquire such share in the reorganized group or venture as the trustees in their discretion may determine, regardless of whether the share is larger or smaller than the corresponding share in the predecessor group or venture.

c. To negotiate and enter (as lessor, lessee, sublessee, assignor or assignee) oil, gas and other mineral leases, "farm-outs," subleases and assignments, and to make reservations of interests wherever deemed appropriate by the trustees: to conduct, alone or with others, exploratory and development operations, including geological and geophysical work and drilling and equipping oil and gas wells.

d. To pool, consolidate or unitize trust properties for exploration, development, management and/or administration: to enter into pooling and unitization agreements with others: to conduct alone or with others reworking, repressurization and other secondary recovery operations (by gas injection, water flooding or other means): to exchange

undivided interest. . . mining properties of any type for interests in other properties: to exchange mineral rights for drilling or other services and/or for materials and equipment.

e. To employ engineers, geologists, appraisers, geophysicists, lease brokers and other trained individuals or organizations to assist with the management of trust assets.

31. Rely on Evidence. To rely on any affidavit, certificate, letter, notice, telegram, telefacsimile (fax), or other paper or on any photocopy or other reproduction, or on any audio or video tape or disk or computer disk or display, or on any telephone conversation or recording of a conversation believed by the trustees to be genuine, and on any other evidence believed by the trustees to be sufficient; to be protected and saved harmless in all payments or distributions required to be made under the trust instrument if made in good faith and without actual notice or knowledge of the changed condition or status of any person receiving payments or other distributions on a condition.

32. Distribute in Money or in Kind: Make Non-Prorata Distributions: Consideration of Income Tax Basis Not Required. Except as is otherwise provided in the trust instrument:

a. to distribute in money or in kind or partly in each or in undivided interests in assets, even if shares are composed differently.

b. to distribute undivided interests in trust property.

c. to value trust property distributed in kind, and the trustees' valuations shall be conclusive.

d. to sell trust property to facilitate the making of distributions.

33. Exercise Tax Options and Make Tax Adjustments. Inasmuch as the trustees may be making decisions and elections which could have important tax consequences, the trustees shall have the following "tax powers" to be exercised in the trustees' sole discretion, without limitation on powers granted elsewhere and with no implication that the following express powers are not otherwise already granted to the trustees:

a. To make elections, to change or abandon elections made, to abandon powers and to otherwise act with seeming consistency or inconsistency with respect to alternative courses of action regarding tax consequence, tax liability, or tax payment (including interest and penalties) or related extensions of time, and regarding any and all state, local, and federal taxes. For example, the trustees may elect or not elect various methods of valuation and accounting, and may provide the trust or trusts with the benefits (and detriments) of such rules of law as the election to redeem stocks pursuant to special rules of tax law (Internal Revenue Code Sections 302 and 303), and the election to pay death taxes in installments (Internal Revenue Code Section 6166), and to remove the corpus of a trust to a new jurisdiction for tax-saving purposes.

b. To include in the determination of the value of any trust property distributed or to be distributed, any allowances the trustees deem reasonable for any tax consequences (defined below) of the distribution and for any deferred tax consequences which may arise from subsequent disposition of assets having at the time of distribution a fair market value other than the basis of the assets in the hands of the distributee.

c. With respect to any trust property which is determined to be includable in the taxable estate of any deceased person:

(1) to determine that higher date-of-death values shall be elected instead of alternate-valuation-date values for federal and state inheritance and estate tax and other transfer tax purposes.

(2) to elect that expenses incurred prior to the deceased person's death or in the administration of any trust subject to the trust instrument shall be treated as income tax deductions instead of inheritance or estate tax or other transfer tax deductions in whatever manner the trustees consider to be in the best interests of the trust, with no requirement for making any compensating adjustments and irrespective of the effect any election would have upon the value of a trust. For example, principal need not be reimbursed out of income for any increased inheritance or estate tax or other transfer tax that results from treating administration expenses as income tax deductions.

As used in this Subsection and in the trust instrument, "tax consequences" means any effect prescribed by or resulting from the application of laws imposed by any governmental authorities with respect to taxes (a) upon or measured by income, (b) upon or measured by inter vivos transfers by gift, or (c) payable in respect of property included in Settlor's gross estate for the purpose of assessing any estate or inheritance tax or other transfer tax, whether or not the property is included in any trust subject to the trust instrument and whether payable by the trustees, by Settlor's probate estate, or by a recipient of property; whether the effect is by imposition of liability for payment of taxes, by adjustments of the basis of property, by inclusion in or deduction from any tax basis, or imposition of interest or penalties or otherwise; and whether the effect is upon Settlor's probate estate or any trust subject to the trust instrument.

In exercising the powers granted in this Subsection, the trustees shall be fully protected in making any estimate of applicable tax rates, in making any allowances for the complexity of exercising any power, and in determining any method of application of any allowance or adjustment. Each decision of the trustees, by action or inaction, shall be final and binding and not subject to question by any person.

34. Environmental Protection Powers.

a. To inspect from time to time property held by the trustees, including interests in sole proprietorships, partnerships, or corporations and any assets owned by any such business enterprise, for the purpose of determining compliance with environmental law affecting

the property and to respond to any actual or threatened violation of any environmental law affecting property held by the trustees.

b. To take, on behalf of the trust, any action necessary to prevent, abate, or otherwise remedy any actual or threatened violation of any environmental law affecting property held by the trustees, either before or after the initiation of an enforcement action by any governmental body.

c. To refuse to accept property in trust if the trustees determine that any property to be donated to the trust either is contaminated by any hazardous substance or is being used or has been used for any activity directly or indirectly involving hazardous substance which could result in liability to the trust or otherwise impair the value of the assets held in the trust.

d. To settle or compromise at any time any and all claims against the trust which may be asserted by any governmental body or private party involving the alleged violation of any environmental law affecting property held in trust.

e. To disclaim any power granted by any document, statute, or rule of law which, in the sole discretion of the trustees, may cause the trustees to incur personal liability under any environmental law.

f. To decline to serve as a trustee if any trustee reasonably believes that there is or may be a conflict of interest between the trustee in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which may be asserted against it on behalf of the trust because of the type or condition of assets held in the trust.

g. For purposes of this Subsection 34, "environmental law" means any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or human health. For purposes of this Subsection, "hazardous substances" means any substance defined as hazardous or toxic or otherwise regulated by any environmental law. The trustees shall be entitled to charge the cost of any inspection, review, abatement, response, cleanup, or remedial action authorized in this Subsection or in the trust instrument against the income or principal of the trust. A trustee shall not be personally liable to any party for any decrease in value of assets in the trust by reason of the trustee's compliance with any environmental law, specifically including any reporting requirement under such law. Neither the acceptance by the trustee of property or a failure by the trustee to inspect property shall be considered to create any inference as to whether or not there is or may be any liability under any environmental law with respect to the property.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

} ss.

On AUG. 27, 2003, before me, SHERYL L. HOY NOTARY PUBLIC

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

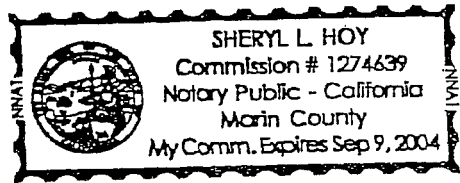
personally appeared WILLIAM SHINE, JANIS BARBER, AND

Name(s) of Signer(s)

VINCENT J. DEMARTINI,
EVA S. LINDSKOG, INDIVIDUALLY
AND AS TRUSTEE OF THE 1995
LINDSKOG FAMILY TRUST

personally known to me
 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Sheryl L. Hoy
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: LIVEWIRE LINDSKOG FOUNDATION

Document Date: AUG. 27, 2003 Number of Pages: 12 + EXHIBIT

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer Is Representing: _____

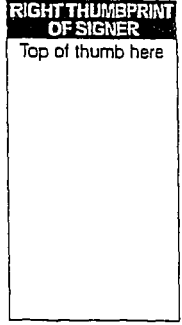


Exhibit D

**Lindskog Settlement Agreement:
Exhibit A - Assets**

Assets	Values-06/30/03	Robert Lindskog	Trust
<i>Cash:</i>			
B of A Acct. #00669-19002	\$ 42,130.00	\$ -	\$ 42,130.00
B of A Acct. #00665-30572	\$ (23,014.00)	\$ -	\$ (23,014.00)
B of A Acct. #01829-02311	\$ 10,000.00	\$ -	\$ 10,000.00
Boyer Bank Acct #48641	\$ 3,076,787.00	\$ 589,665.50	\$ 2,477,121.50
<i>Subtotal Cash:</i>	<u>\$ 3,105,803.00</u>	<u>\$ 589,665.50</u>	<u>\$ 2,605,237.50</u>
<i>Real Property:</i>			
412 Riviera Circle	\$ 1,350,000.00		
Less: debt	\$ -	\$ 1,350,000.00	\$ 1,350,000.00
4485 Sunland Avenue	\$ 715,000.00		
Less: debt	\$ -	\$ 715,000.00	\$ 715,000.00
188/190 E. Blithedale	\$ 1,140,000.00		
Less: debt	\$ -	\$ 1,140,000.00	\$ 1,140,000.00
909 E. Blithedale	\$ 1,628,000.00		
Less: debt	\$ (938,886.00)	\$ 689,114.00	\$ 598,114.00
25 Thomas Drive	\$ 2,550,000.00		
Less: debt	\$ (400,997.00)	\$ 2,149,003.00	\$ 2,149,003.00
85 Thomas Drive	\$ 2,550,000.00		
Less: debt	\$ (400,997.00)	\$ 2,149,003.00	\$ 2,149,003.00
Birdnest Court	\$ 7,100,000.00		
Less: debt	\$ (3,917,685.00)	\$ 3,182,315.00	\$ 3,182,315.00
538 Fourth Street	\$ 875,000.00		
Less: debt	\$ -	\$ 875,000.00	\$ 875,000.00
20 Green Way	\$ 2,400,000.00		
Less: debt	\$ (1,481,427.00)	\$ 918,573.00	\$ 918,573.00
79 Woodland Avenue	\$ 5,760,000.00		
Less: debt	\$ (3,615,514.00)	\$ 2,134,486.00	\$ 2,134,486.00
284 E Colfax	\$ 2,670,000.00		
Less: debt	\$ (601,490.00)	\$ 2,068,510.00	\$ 2,068,510.00
7400 Bridglt Drive	\$ 3,300,000.00		
Less: debt	\$ (1,680,092.00)	\$ 1,639,908.00	\$ 1,639,908.00
20 Central Court	\$ 2,250,000.00		
Less: debt	\$ (1,165,768.00)	\$ 1,084,232.00	\$ 1,084,232.00
1040 Sixth Street	\$ 1,215,000.00		
Less: debt	\$ (702,338.00)	\$ 512,662.00	\$ 512,662.00
182 Humboldt	\$ 650,000.00		
Less: debt	\$ -	\$ 650,000.00	\$ 650,000.00
236/238 G Street	\$ 855,000.00		
Less: debt	\$ (244,712.00)	\$ 640,288.00	\$ 640,288.00
1012 Irwin Street	\$ 800,000.00		
Less: debt	\$ (221,570.00)	\$ 578,430.00	\$ 578,430.00
417 First Street	\$ 1,150,000.00		
Less: debt	\$ (602,007.00)	\$ 547,993.00	\$ 547,993.00
81 Woodland Avenue	\$ 1,750,000.00		
Less: debt	\$ (891,547.00)	\$ 858,453.00	\$ 858,453.00
<i>Subtotal Real Property:</i>	<u>\$ 23,791,970.00</u>	<u>\$ 18,919,912.00</u>	<u>\$ 4,872,058.00</u>

**Lindskog Settlement Agreement:
Exhibit A - Assets**

Securities:

Kimberly Clark Corp.	\$ 78,112.00	\$ -	\$ 78,112.00
Neenah Paper, Inc.	\$ 1,148.00	\$ -	\$ 1,148.00
Van Kampen Fund	\$ 4,230.00	\$ -	\$ 4,230.00

Subtotal Securities:	\$ 83,488.00	\$ -	\$ 83,488.00
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Promissory Notes:

Rodgers/Jackson	\$ 144,500.00	\$ -	\$ 144,500.00
Ingelund	\$ 1,260,000.00	\$ -	\$ 1,260,000.00
Mozingo	\$ 40,000.00	\$ -	\$ 40,000.00

Subtotal Notes:	\$ 1,444,500.00	\$ -	\$ 1,444,500.00
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Entity Investments:

Central Valley Homes-8 Corp	\$ 13,115,227.00	\$ -	\$ 13,115,227.00
Balboa Ventures, LLC	\$ 54,288.00	\$ -	\$ 54,288.00

Subtotal Entity Investments:	\$ 13,169,515.00	\$ -	\$ 13,169,515.00
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Other Assets:

Prepaid Income Taxes	\$ 29,980.00	\$ 14,990.00	\$ 14,990.00
Prepaid Estate Taxes	\$ 50,000.00	\$ -	\$ 50,000.00
Cash previously distributed to Robert	\$ 382,918.00	\$ 382,918.00	\$ -
Bob's Care Trust	\$ 1,000,000.00	\$ 1,000,000.00	\$ -
Tony's Care Trust	\$ 1,039,904.00	\$ -	\$ 1,039,904.00*
Accounts paid to Tony - 6 accounts	\$ -	\$ value unknown	\$ -
Cash taken by Tony and Alan from houses	\$ -	\$ value unknown	\$ -
Apts Laundry coins taken by Tony and Alan	\$ -	\$ value unknown	\$ -
Vehicle taken and not paid for	\$ -	\$ value unknown	\$ -
Tony MV rents unpaid	\$ -	\$ value unknown	\$ -

Subtotal Other Assets:	\$ 2,502,802.00	\$ 1,397,908.00	\$ 64,990.00
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Gross Estate	\$ 44,088,178.00	\$ 20,917,485.50	\$ 22,140,768.50
Less: Debt to Central Valley Homes	\$ (2,321,982.00)	\$ -	\$ (2,321,982.00)
Less: Rental Deposits Payable	\$ (98,175.00)	\$ (78,975.00)	\$ (20,200.00)

Net Estate	\$ 41,677,021.00	\$ 20,838,510.50	\$ 19,798,608.50
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Estate subject to distribution prior to adjustments	\$ 41,677,021.00	\$ 20,838,510.50	\$ 19,798,608.50
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* residual interest - value stated is current value

Exhibit E

1 Paul J. Barulich, Esq. (State Bar No. 118012)
2 Mario B. Muzzi, Esq. (State Bar No. 191867)
3 April A. Peebler, Esq. (State Bar No. 201189)
4 Barulich Dugoni Law Group, Inc.
5 231 Second Avenue
6 San Mateo, CA 94401
7 Telephone No.: 650.292.2900
8 Facsimile No.: 650.292.2901
9 Email Address: paul@bdlawinc.com
10 mario@bdlawinc.com
11 april@bdlawinc.com

FILED

JUL 28 2008

KIM TURNER
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Chen, Deputy

12 Attorneys for Lois Watson, Conservator and Trustee

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF MARIN

15 In Re:

CASE NO. PR 055431

16 **LINDSKOG 1995 REVOCABLE
17 TRUST AGREEMENT, DATED
18 AUGUST 1, 1995**

**ORDER APPROVING SETTLEMENT
AGREEMENT**

[Prob. Code §17200(B)(5), (6), (13)]

19 Lois Watson, as Conservator of the Person
20 And Estate of Robert Lindskog and as
21 Trustee of the Robert Lindskog 2004
22 Trust,

**Date :
Time : 9:00 am
Dept. : (Probate)**

23 Plaintiff,

24 v.

25 William Shine, individually and as Trustee
26 of the Lindskog 1995 Revocable Trust,
27 dated August 1, 1995, as amended; Janis
28 Barker, individually; Cal-Marine Real
Estate Services, Inc., a California
corporation; and Does 1-100, Inclusive,

Defendants.

Petitioner, Lois Watson, Conservator of the Person and Estate of Robert Lindskog and as Trustee of the Lindskog 1995 Revocable Trust Agreement, dated August 1, 1995 (herein the "Lindskog Trust"), having filed her Petition for Approval of Settlement Agreement, and the same having come on regularly for hearing on the date written below, before the undersigned judge of

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the above-entitled Court, the Court makes the following findings:

- 1. Notice. Due notice of the Petition was given in the manner prescribed by law;
- 2. Settlement. The Linskog Trust Settlement Agreement and Mutual Release (attached hereto as **Exhibit "A"**) (herein referred to as the "Settlement Agreement") is just, fair, and reasonable and in the best interests of all persons interested in the Trust.

NOW THEREFORE, IT IS ORDERED THAT:

- 1. The Settlement Agreement is hereby approved;
- 2. All signatories to the Settlement Agreement are ordered to perform according to the terms and conditions of the Settlement Agreement.

Dated: _____

[Signature Follows Last Attachment]
JUDGE OF THE SUPERIOR COURT

IN THE MATTER OF THE LINDSKOG 1995
REVOCABLE TRUST AGREEMENT,
DATED AUGUST 1, 1995

CASE NO. PR 055431

EXHIBIT A

LINDSKOG TRUST SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Release of All Claims ("AGREEMENT") is made by and between petitioners LOIS WATSON AS CONSERVATOR OF THE PERSON AND ESTATE OF ROBERT LINDSKOG, TRUSTEE OF THE ROBERT LINDSKOG 2004 TRUST AND AS TRUSTEE OF THE TONY LINDSKOG CARE TRUST ("WATSON"); beneficiary ALLEN LINDSKOG, INDIVIDUALLY; beneficiary ANTHONY LINDSKOG, INDIVIDUALLY; beneficiary LAURA LINDSKOG, INDIVIDUALLY; beneficiary, JENNIFER PUENTE MALAK, INDIVIDUALLY and WILLIAM SHINE, INDIVIDUALLY and WILLIAM SHINE AS TRUSTEE OF THE LINDSKOG 1995 REVOCABLE TRUST DATED AUGUST 1, 1995 ("SHINE"); JANIS BARKER, INDIVIDUALLY ("BARKER"); AND CALIFORNIA MARIN REAL ESTATE SERVICES INC. ("CAL-MARIN"), referred to herein as the "PARTIES."

RECITALS

A. Robert A. Lindskog (hereinafter referred to as "Robert") and Eva M. Lindskog (hereinafter referred to as "Eva") were husband and wife, and had one (1) common child whose name is Anthony Lindskog (hereinafter referred to as "Tony"). Robert has two (2) children from a prior marriage whose names are Laura Lindskog (hereinafter referred to as "Laura") and Allan Lindskog (hereinafter referred to as "Allan"). Robert also had one child who predeceased him whose name was Linda Puente (hereinafter "Linda"). Linda is survived by three children whose names are Jennifer Puente Malak (hereinafter "Jennifer"), Melissa Puente (hereinafter "Melissa") and Andrew Puente (hereinafter "Andrew"). These individuals make up the whole of the Lindskog family. All named persons in this Paragraph "A" are collectively referred to as the "Lindskog Family."

JC 10000314

B. Robert and Eva executed that certain Lindskog 1995 Revocable Trust, dated August 1, 1995, in their capacities as trustees and trustors (hereinafter referred to as the "Trust" which includes all amendments thereto).

C. The Trust was initially funded with substantial assets, primarily real property holdings designated by Robert and Eva as their community property (hereinafter referred to as the "Trust Estate").

D. Robert resigned as co-Trustee of the Trust on 1/2/2001, and thereafter Eva acted as the sole Trustee of the Trust until her death on January 24, 2004. During her life, Eva amended the Trust as to the distribution of her share.

E. Shine succeeded Eva as Trustee of the Trust and has acted as the sole Trustee of the Trust. Robert survived Eva and remains alive today.

F. The Trust, as amended, provides that the trustee shall first allocate One Million Dollars and No Cents (\$1,000,000.00) from Eva's portion of the Trust Estate to the trustee for the Tony Lindskog Care Trust, dated December 18, 2002 (as amended on August 27, 2003) established by Eva during her lifetime for the benefit of Tony (hereinafter referred to as "Tony's Trust"). The balance of Eva's estate held in the Trust is to be allocated to the Livewire Lindskog Foundation, a California not-for-profit private foundation (hereinafter the "Foundation"), which is to be established by the trustee for the Trust following completion of the Trust administration.

G. During her life, in 2002 Eva withdrew \$2.0 M from the Trust Estate and on 12/18/02 created a \$1.0 M trust for the benefit of Tony, with remainder to his children or if none then to the Foundation (the "Tony Trust") and concurrently acquired a \$1.0 M annuity for Robert (the "Robert Annuity") and concurrently established a separate trust for Robert's care (but which

trust was not funded, or not funded beyond the Annuity). Those transfers were made at a time when both Tony and Robert were very ill. The Tony Trust and the Robert Annuity were independent legal arrangements separate from the Trust. Upon the death of either Robert or Eva, the Trust, as amended, allocates the Federal Estate Tax responsibility for the Tony Trust to Eva's estate and the Federal Estate Tax responsibility for Robert's Annuity to Robert. No additional funds from the Trust were to be transferred to either the Tony Trust or the Robert Annuity after a death and none have been. In the agreed settlement of the Trust, both parties have respected that directed allocation of the Tony Trust to Eva's taxable estate and the Robert Annuity to Robert's estate.

H. On 8/23/04, Watson was appointed Conservator of the person and estate of Robert by the Marin County Superior Court (Case No. PR-042697) and has continued to act in such capacity since such appointment. As such, Watson took control of 100% of the Robert Annuity.

I. DeMartini and Barker were nominated as successor trustees for Tony's Trust. Barker has declined to serve as trustee and DeMartini has resigned as successor trustee and Watson has been appointed as successor trustee for Tony's Trust.

J. As Robert was the surviving spouse, after Eva's death one-half of the Trust assets were to be allocated to a revocable survivor's trust for Robert, with the ultimate remainder to be distributed on his death to his 4 children in equal shares, by right of representation. Robert's portion of the Trust was subsequently modified by Court Order ("Robert's 2004 Trust"), of which Watson was appointed Trustee by the Court. In mid-2005 Watson made a demand for a specific list of real estate assets which was honored and those assets were conveyed to Watson as Trustee in July 2005. Watson also took control of other cash and liquid assets.

K. Without a court order Shine provided first an informal accounting and later a formal trust accounting for the period 1/24/2004, and ending 12/31/2005. Subsequently, Watson filed a "Petition to Remove Trustee, for Surcharge of Trustee; for Objections to Trustee's Accounting; and for Financial Abuse of Elders" in the Marin County Superior Court (Case No. PR 055431) seeking additional funds and making various allegations, which allegations were replaced and/or expanded in subsequent letters (the "Action"). The allegations asserted that various disputes have arisen regarding the management of the Trust, the Trust Estate, the allocation of assets belonging to the Trust Estate to Robert's 2004 Trust, the Trustee's continuing use of and re-engagement of the Property Manager after Eva's death, the acts and omissions of the Property Manager, and the acts and omissions of Shine, including the reporting of Trust income and expenses as allocable to Robert's 2004 Trust as set forth in the Trust Accountings.

L. After responding to all the allegations and accusations of Watson, Shine filed a "Petition for Approval of Accounting Acts of Trustee, and for Instructions" with the Marin County Probate Court on 2/3/2006. On 3/23/2006, at a settlement conference the Court ordered Shine to provide an additional accounting for the period 1/1/2001 to 12/31/2003, a period prior to Shine's trusteeship. (All of Shine's reports and accountings are collectively the "Trust Accountings").

M. At a status conference on the Action on 4/24/2006, the Parties agreed to mediate the issues raised by Petitioners, and the Court ordered the Action to mediation.

N. After Petitioners conducted extensive discovery and investigation, the Parties participated in mediation with the Hon. Melinda A. Johnson, Ret., through the offices of JAMS. Allan, Laura and Tony were present and represented in the mediation by attorney Matthew

Matiasovich, who also represented Jennifer. None of Linda's children (Jennifer, Melissa and Andrew) attended the mediation. After lengthy negotiation, the Parties have, in good faith, successfully settled and compromised all disputes arising out of the Action, Eva's estate, Robert's estate, the Trust and the Trust Estate. The settlement is made to avoid further litigation costs and fees. The Parties entered into a settlement agreement at the mediation which contemplated a more formal settlement agreement containing only the substantive terms of the mediation agreement. This Settlement Agreement is intended to fulfill that purpose and to set forth all terms and conditions of the settlement.

① The Action technically only involves Watson, Shine, and Barker, but all the Parties hereto are necessary to a full and complete settlement of this matter.

NOW THEREFORE, for good and valid consideration, the sufficiency of which is acknowledged by each signatory hereto, the parties agree as follows:

AGREEMENT

1. Incorporation. The recital paragraphs above are hereby incorporated herein by reference.
2. Scope of Settlement. The scope of this Settlement Agreement includes any and all issues, controversies, demands, disputes, claims, causes of action, injury or interests arising from or relating to:

a) Eva's estate (including without limitation, her interest in the Trust, the Trust Estate and any and all property, both personal and real, existing outside of the Trust or Trust Estate);

b) Robert's estate (including without limitation, his interest in the Trust, the Trust Estate and any and all property, both personal and real, existing outside of the Trust or Trust Estate);

c) Tony's Trust;

d) Trust Accountings;

e) Management and Control over real properties held in the Trust Estate;

f) The Action;

g) The administration of the Trust and the Trust Estate by Shine, including all matters addressed by the Trust Accountings and all acts and transactions of Shine as Trustee of the Trust to date;

h) All acts of Shine as an individual with respect to the subject matter of the Action and the Trust Accountings; and

i) All acts of Barker and of Cal-Marin with respect to the subject matter of the Action and the Trust accountings.

The above scope of issues, controversies, demands, disputes, claims, causes of action, injury or interests, including without limitation rights to appeal any judgment or decision arising from any of the foregoing, are collectively referred to herein as "Claims."

3. Compromise and Settlement. The Parties to this Agreement desire to finally compromise settle and discharge all Claims which any Party to this Agreement now has, or may

have, or may claim to have, against any other party to this Agreement arising out of or in any way connected with the Claims and their involvement with each other. As material consideration, the sufficiency of which each and every Party acknowledges, the Parties agree to do, undertake, transfer, acknowledge, waive, release and confirm, the property rights and interests as set forth in this Agreement.

4. Trust Estate. All Parties hereto represent and warrant to one another, individually and collectively that all property now known to be includable in (i) Robert's estate, (ii) Eva's estate, (iii) the Trust Estate, has been disclosed as set forth in Exhibit "A" attached hereto and fully incorporated herein.

5. Allocation of Trust Real and Personal Property. The Parties acknowledge, affirm and ratify that Trust Estate real and personal property has been allocated and distributed to Robert and to the Trust as set forth in Exhibit "A" attached hereto, except the \$599,665.50 in cash allocated to Robert has not yet been distributed and is to be distributed as part of the \$1 million to be distributed as part of this settlement. The values assigned to the assets and the allocations as listed in Exhibit "A" are used by the Parties solely for the purposes of reaching a settlement of this matter and no party warrants the accuracy of the assigned values. The Parties agree that the assigned values are to be used for no other purpose.

6. Cash Settlement. Within ten days of filing of the Court's Order approving the settlement, Shine as trustee shall allocate and distribute to Watson (in her fiduciary capacity as trustee for Robert's 2004 Trust) cash, or cash equivalent, in the amount of One Million Dollars and No Cents (\$1,000,000.00) which will conclude and satisfy all of Robert's claims to any property or distribution from the Trust or Eva's share and the remaining Trust shall consist solely

of Eva's share, in which Watson, Laura, Alan, Tony, Jennifer, Melissa, and/or Andrew have no interest or expectation. After the distribution Shine shall proceed to form the Foundation and allocate and distribute to it the remaining assets pursuant to the provisions of the Trust. Shine shall have complete discretion, to act consistent with his duties as a Trustee with respect to the formation of the Foundation, the liquidation of the remaining assets, and transfer to the Foundation.

7. Petition for Modification of Tony's Trust. Watson desires to file a petition with the Court seeking modification of the ultimate dispositive terms of Tony's Trust. The Parties have agreed as an element of the mediation settlement that they consent to the relief requested in the Petition; however, settlement is not conditioned on the Court granting the Petition to Modify.

8. Petition For Court Approval for Settlement. Watson shall file a Petition for Court approval of this settlement. None of the other Parties shall object to same.

9. Delivery of Documents. Shine and Barker shall produce and deliver all documents in his or her possession or control as set forth in Exhibit "B" attached hereto and incorporated by reference.

10. Dismissal of Action. Concurrent with receipt of cash from Shine as provided in Paragraph 6 above, Watson shall dismiss, with prejudice, the Action.

11. Confidentiality. All Parties hereto acknowledge, represent and warrant to one another to keep confidential all terms of this Settlement Agreement; except, that no party is prohibited from disclosing the terms of this Settlement Agreement with any federal, state, county or local governmental or administrative agency, or to disclose the Agreement solely for purposes of obtaining court approval as provided in paragraph 7.

12. Tax Return Preparation. Watson and Shine will fully cooperate, through their respective accountants, in the preparation and filing of all of Robert's and Eva's individual and fiduciary income tax returns (federal and California) to be filed separately for all periods included in the Trust Accountings to the extent the same have not already been duly reported,

13. Mutual Releases. Subject to all express reservations contained in this Agreement, Watson, Shine, Barker, each of the Lindskog Family, for and on behalf of herself, himself and itself, in his, her or its individual, representative or fiduciary capacity and each of his, her or its respective successors-in-interest and Trust beneficiaries, hereby release, acquit and forever discharge the remaining Parties (including his or her predecessors, successors, agents, assigns, attorneys, officers, directors, shareholders, Trust beneficiaries and employees) from any and all liabilities, claims, causes of action, damages, or expenses (including attorneys' fees and costs of court) of any kind or character, which he or she (including his or her predecessors, successors, agents, assigns, attorneys, officers, directors, shareholders and employees, or any third party claiming by, through or under him or her), may now or in the future hold in connection with all matters regarding the Claims.

14. Waiver of Undisclosed and Unknown Claims. Subject to all express reservation contained in this Agreement, the Parties (individually and in his, her or its representative or fiduciary capacities) acknowledge to each other that there is a risk that after execution of this Settlement Agreement, he, she or it will incur or discover losses, damages, or injuries which are in some way caused by the events which were the subject of the released Claims but which are unknown and unanticipated at the time this Settlement Agreement becomes effective. Each party (individually and in his, her or its representative or fiduciary capacities) hereby assumes for

himself, herself or itself the above-mentioned risks and understands that this Agreement shall apply to all unknown or unanticipated results of the events which were the subject of released Claims as well as those known and anticipated, and upon advice of counsel, hereby waives any and all rights under California Civil Code section 1542 which section has been explained and reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

15. General Provisions.

a) The Parties shall cooperate in executing any additional documents or commencing any legal proceedings that may be necessary to fully effectuate the terms of this Settlement Agreement and the Parties' performance of their obligations hereunder.

b) The Parties to this Settlement Agreement have been represented by counsel whose advice they have solicited and with whom they have consulted.

c) The Parties represent that they have read the contents of this Settlement Agreement and that the terms of the Settlement Agreement are fully understood and voluntarily accepted by them.

d) This Settlement Agreement is intended to be specifically enforceable pursuant to the provisions of Code of Civil Procedure Section 664.6.

e) This Settlement Agreement is not to be deemed as an admission of liability but, rather, is the result of a negotiated resolution of disputes between the Parties.

It is made to avoid expenses of further litigation.

f) This Settlement Agreement shall be construed pursuant to the laws of the

State of California, and shall be binding upon the Parties hereto, their heirs, successors, administrators or executors, and assigns.

g) In the event of a breach of this Settlement Agreement, the prevailing Party shall be entitled to such reasonable fees as the Court may fix with respect to the legal expenses incurred in the enforcement of the Settlement Agreement.

h) The terms of this Settlement Agreement may be amended only by a writing signed by the Parties hereto.

i) This Settlement Agreement may be executed in counterparts, including by facsimile, each of which will be deemed a counterpart original.

WHEREFORE, the Parties have executed this Settlement Agreement, effective upon the last signature hereto or upon the final determination of the arbitrator as provided in Paragraph 13, above.

April
Dated: ~~February~~ 3, 2008.

Lois Watson
Lois Watson, Individually and as Conservator of the Estate of Robert A. Lindskog, Trustee for Robert's 2004 Trust, and as Trustee of the Tony Lindskog Care Trust

Dated: February __, 2008.

William Shine
William Shine, Individually and as trustee for the Trust

Dated: February __, 2008.

Janice Barker, Individually and for Cal Marin Real Estate Services, Inc.

State of California, and shall be binding upon the Parties hereto, their heirs, successors, administrators or executors, and assigns.

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Dated: February __, 2008.

Lois Watson, Individually and as Conservator of the Estate of Robert A. Lindskog, Trustee for Robert's 2004 Trust, and as Trustee of the Tony Lindskog Care Trust

Dated: February __, 2008.

William Shine
William Shine, Individually and as trustee for the Trust

Dated: ~~February~~ *April 17*, 2008.

Janice Banker
Janice Banker, Individually and for Cal Marin Real Estate Services, Inc.

Lindskog Family:

Dated: February __, 2008.

Anthony Lindskog

Dated: February __, 2008.

Laura Lindskog

Dated: February __, 2008.

Allen Lindskog

Dated: February __, 2008.

Jennifer Puente Malak

APPROVED AS TO FORM AND CONTENT:

Barulich Schoknecht Dugoni Law Group, Inc.

By: _____
Paul J. Barulich, Attorney for Lois Watson

DeMartini & Walker, LLP

By: _____
Vincent J. DeMartini, Attorney for William Shine as
Trustee

Lewis Brisbois Bisgaard & Smith LLP

By: _____
George J. Kiser, Attorney for William Shine
Individually and as Trustee

Krause & Baskin

By: _____
Lawrence A. Baskin, Attorney for Janice Barker, and
for Cal Marin Real Estate Services, Inc.

Evans, Latham & Campisi

By: _____
Matthew P. Matiasovich, Attorneys for Allen Lindskog,
Laura Lindskog, Tony Lindskog, and Jennifer Malak

Lindskog Family:

Dated: February __, 2008.

Anthony Lindskog

Dated: February __, 2008.

Laura Lindskog

Dated: February __, 2008.

Allen Lindskog

Dated: February __, 2008.

Jennifer Puente Malak

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By: _____
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Lewis Brisbois Bisgaard & Smith LLP

By: _____
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Individually and as Trustee

Krause & Baskin

By: _____
Lawrence A. Baskin, Attorney for Janice Barker, and
for Cal Marin Real Estate Services, Inc.

Evans, Latham & Campisi

By: _____
Matthew P. Matiasevich, Attorneys for Allen Lindskog,
Laura Lindskog, Tony Lindskog, and Jennifer Malak





EXHIBIT A

Lindskog Settlement Agreement: Exhibit A - Assets

Assets		Values-08/30/05	Robert Lindskog	Trust
<i>Cash:</i>				
B of A Acct. #00669-19902		\$ 42,130.00	\$ -	\$ 42,130.00
B of A Acct. #00665-30572		\$ (23,014.00)	\$ -	\$ (23,014.00)
B of A Acct. #01828-02311		\$ 10,000.00	\$ -	\$ 10,000.00
Borel Bank Acct #48641		<u>\$ 3,076,787.00</u>	<u>\$ 589,665.50</u>	<u>\$ 2,477,121.50</u>
<i>Subtotal Cash:</i>		<u>\$ 3,105,803.00</u>	<u>\$ 589,665.50</u>	<u>\$ 2,505,237.50</u>
<i>Real Property:</i>				
412 Riviera Circle	\$ 1,350,000.00			
Less: debt	<u>\$ -</u>	\$ 1,350,000.00	\$ 1,350,000.00	
4485 Sunland Avenue	\$ 715,000.00			
Less: debt	<u>\$ -</u>	\$ 715,000.00	\$ 715,000.00	
182/190 E. Blithedale	\$ 1,140,000.00			
Less: debt	<u>\$ -</u>	\$ 1,140,000.00	\$ 1,140,000.00	
909 E. Blithedale	\$ 1,628,000.00			
Less: debt	<u>\$ (928,886.00)</u>	\$ 699,114.00	\$ 598,114.00	
25 Thomas Drive	\$ 2,550,000.00			
Less: debt	<u>\$ (400,997.00)</u>	<u>\$ 2,149,003.00</u>	<u>\$ 2,149,003.00</u>	
85 Thomas Drive	\$ 2,650,000.00			
Less: debt	<u>\$ (400,997.00)</u>	\$ 2,149,003.00	\$ 2,149,003.00	
Birdnest Court	\$ 7,100,000.00			
Less: debt	<u>\$ (3,917,685.00)</u>	\$ 3,182,315.00	\$ 3,182,315.00	
538 Fourth Street	\$ 875,000.00			
Less: debt	<u>\$ -</u>	\$ 875,000.00	\$ 875,000.00	
20 Green Way	\$ 2,400,000.00			
Less: debt	<u>\$ (1,481,427.00)</u>	\$ 918,573.00	\$ 918,573.00	
79 Woodland Avenue	\$ 5,750,000.00			
Less: debt	<u>\$ (3,615,514.00)</u>	\$ 2,134,486.00	\$ 2,134,486.00	
294 E Cotati	\$ 2,670,000.00			
Less: debt	<u>\$ (601,490.00)</u>	\$ 2,068,510.00	\$ 2,068,510.00	
7400 Bridglt Drive	\$ 3,300,000.00			
Less: debt	<u>\$ (1,680,092.00)</u>	\$ 1,619,908.00	\$ 1,639,908.00	
30 Central Court	\$ 2,250,000.00			
Less: debt	<u>\$ (1,165,768.00)</u>	\$ 1,084,232.00	\$ 1,084,232.00	
1040 Sixth Street	\$ 1,216,000.00			
Less: debt	<u>\$ (702,338.00)</u>	\$ 512,662.00	\$ 512,662.00	
182 Humboldt	\$ 650,000.00			
Less: debt	<u>\$ -</u>	\$ 650,000.00	\$ 650,000.00	
238/238 C Street	\$ 885,000.00			
Less: debt	<u>\$ (244,712.00)</u>	\$ 640,288.00	\$ 640,288.00	
1012 Irwin Street	\$ 800,000.00			
Less: debt	<u>\$ (221,570.00)</u>	\$ 578,430.00	\$ 578,430.00	
417 First Street	\$ 1,150,000.00			
Less: debt	<u>\$ (602,007.00)</u>	\$ 547,993.00	\$ 547,993.00	
81 Woodland Avenue	\$ 1,750,000.00			
Less: debt	<u>\$ (891,547.00)</u>	\$ 858,453.00	\$ 858,453.00	
<i>Subtotal Real Property:</i>		<u>\$ 23,791,970.00</u>	<u>\$ 18,919,912.00</u>	<u>\$ 4,872,058.00</u>

Lindskog Settlement Agreement: Exhibit A - Assets

<u>Securities:</u>			
Kimberly Clark Corp.	\$ 78,112.00	\$ -	\$ 78,112.00
Neenah Paper, Inc.	\$ 1,148.00	\$ -	\$ 1,148.00
Van Kampen Fund	\$ 4,230.00	\$ -	\$ 4,230.00
Subtotal Securities:	\$ 83,488.00	\$ -	\$ 83,488.00
<u>Promissory Notes:</u>			
Rodgers/Jackson	\$ 144,500.00	\$ -	\$ 144,500.00
Ingelund	\$ 1,260,000.00	\$ -	\$ 1,260,000.00
Mozingo	\$ 40,000.00	\$ -	\$ 40,000.00
Subtotal Notes:	\$ 1,444,500.00	\$ -	\$ 1,444,500.00
<u>Entity Investments:</u>			
Central Valley Homes-2 Corp	\$ 13,115,227.00	\$ -	\$ 13,115,227.00
Balboa Ventures, LLC	\$ 54,288.00	\$ -	\$ 54,288.00
Subtotal Entity Investments:	\$ 13,169,515.00	\$ -	\$ 13,169,515.00
<u>Other Assets:</u>			
Prepaid Income Taxes	\$ 29,990.00	\$ 14,990.00	\$ 14,990.00
Prepaid Estate Taxes	\$ 80,000.00	\$ -	\$ 80,000.00
Cash previously distributed to Robert	\$ 982,918.00	\$ 982,918.00	\$ -
Bob's Care Trust	\$ 1,000,000.00	\$ 1,000,000.00	\$ -
Tony's Care Trust	\$ 1,039,904.00	\$ -	\$ 1,039,904.00*
Accounts paid to Tony - 6 accounts	\$ -	\$ value unknown	\$ -
Cash taken by Tony and Alan from house	\$ -	\$ value unknown	\$ -
Apts Laundry coins taken by Tony and Alan	\$ -	\$ value unknown	\$ -
Vehicles taken and not paid for	\$ -	\$ value unknown	\$ -
Tony MV rents unpaid	\$ -	\$ value unknown	\$ -
Subtotal Other Assets:	\$ 2,502,802.00	\$ 1,397,808.00	\$ 64,990.00
Gross Estate	\$ 44,088,178.00	\$ 20,917,485.50	\$ 22,140,788.50
Less: Debt to Central Valley Homes	\$ (2,321,982.00)	\$ -	\$ (2,321,982.00)
Less: Rental Deposits Payable	\$ (98,175.00)	\$ (78,975.00)	\$ (20,200.00)
Net Estate	\$ 41,677,021.00	\$ 20,838,510.50	\$ 19,798,606.50
Estate subject to distribution prior to adjustments	\$ 41,677,021.00	\$ 20,838,510.50	\$ 19,798,606.50

* residual interest - value stated is current value



THIRD INTERNATIONAL BANK

18227825

18227825

EXHIBIT B

**Lindskog Settlement Agreement:
Exhibit B – Document Production**

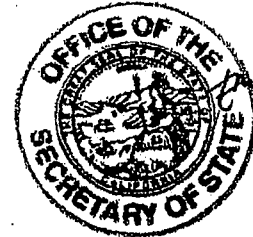
1. Documents and records relating to all real properties allocated to Robert as set forth in Exhibit "A", as follows:
 - a) All Purchase agreements;
 - b) All Reports of engineering and structural analysis, architectural plans and surveys;
 - c) Floor plans and drawings, electrical and plumbing plans and particularly, diagrams of watering and emergency fire sprinkling systems;
 - d) Inspections and termite reports from companies and civic entities;
 - e) Records and receipts for the extensive repairs and refurbishments that are discussed in Shine's mediation brief;
 - f) Copies of the business plans and bookkeeping referred to in Barker's mediation brief;
 - g) Original contracts, standard lease agreements, with accompanying tenant applications and records pertaining to tenant occupancy (including written and telephone communication with tenants allowing any exceptions);
 - h) Employee agreements, employee handbooks, etc., that Robert used during the routine operation of the business;
 - i) Vendor records for services and products purchased and delivered;
 - j) Inventory records for appliances, fixtures, drapes, carpet, etc.;
2. Federal Estate (and Generation Skipping Transfer) Tax Return for Eva Lindskog (Form 706 return);
3. Federal Individual and Fiduciary Income Tax Returns for tax years 2003, 2004, 2005, and 2006 for Eva Lindskog (Forms 1040 and 1041);

Dated: 07-28, 2008.

Debra A. Adams
JUDGE OF THE SUPERIOR COURT

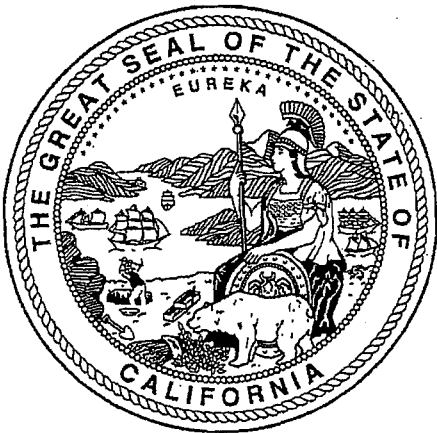
Exhibit F

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 2 2 2009

Debra Bowen

DEBRA BOWEN
Secretary of State

ARTICLES OF INCORPORATION
Of
LIVEWIRE LINDSKOG FOUNDATION, INC

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

I

JUN 19 2009

The name of this corporation is Livewire Lindskog Foundation, Inc.

II

- A. This corporation is a nonprofit **Public Benefit Corporation** and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.
- B. The specific purpose of this corporation is to distribute annual benefits to people in needs.

III

The name and address in this State of California of this corporation's initial agent for service of process is:

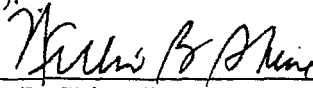
William B. Shine
1956 Lombard Street
San Francisco, CA 94123

IV

- A. This Corporation is organized and operated exclusively for **charitable** purposes within the meaning of Internal Revenue Code section 501(c)(3).
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to **charitable** purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision of payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for **charitable** purposes and which has established its tax exempt status under Internal Revenue Code section 501(c)(3).



William B. Shine, Incorporator



Lindskog-033116

Exhibit G

DAVID A. BRADLOW

David A. Bradlow is a San Francisco-based independent management consultant. He founded his practice in 1979, and specializes in bankruptcy and workout consulting. He represents companies that are in trouble, their banks and other creditors. His experience involves many industries, including real estate, legal services, distribution, manufacturing, retailing, and restaurants. He acts as a:

- Receiver
- Assignee for the Benefit of Creditors
- Chapter 11 Trustee
- Bankruptcy Court Examiner
- Disbursing Agent
- Bankruptcy Consultant
- Expert Witness

Mr. Bradlow is the author of Avoiding and Managing Problem Loans, a book published by Sheshunoff Information Services (Austin, Texas: 1989). His articles "Loan Recovery: The Role of the Workout Specialist" and "Early Detection of Problem Loans" have been published respectively in The Bankers Magazine and The Journal of Commercial Bank Lending. In addition, he has contributed articles to several other professional publications.

Mr. Bradlow has conducted training programs on avoiding and managing problem loans for major banks in the United States, Singapore, Indonesia, Malaysia, Korea, Chile, and Argentina. He has served on the Executive Education Faculty at The Wharton School of the University of Pennsylvania, and as an Adjunct Professor (Finance and Advanced Credit Analysis) at Golden Gate University in San Francisco.

Mr. Bradlow is an active member of the Bay Area Bankruptcy Forum, the Commercial Law and Bankruptcy Section of the Bar Association of San Francisco, the California Receivers Forum, and the National Association of Bankruptcy Trustees. He has a Bachelor of Commerce degree from the University of the Witwatersrand, and an MBA from Stanford University.

3947 - 23rd Street, San Francisco, California 94114-3302
(415) 206-0635 Fax (415) 206-0535
bradlow@davidbradlow.com

DAVID A. BRADLOW

COURT APPOINTMENTS

Chapter 11 Trustee

- King Neptune Pool Supplies and Services, Inc.
United States Bankruptcy Court, Northern District of California
Number 5-88-00047 JRG
- The Original Mels, Inc.
United States Bankruptcy Court, Northern District of California
Number 91-11123 AJ
- In Re: Victoria Esmas, dba Esmas Guest House
United States Bankruptcy Court, Northern District of California
Number 92-3-4406 TC
- Pajaro Dunes Rental Agency, Inc.
United States Bankruptcy Court, Northern District of California
Number 91-53976 ASW CZ
- In Re: Nick Holquin & Juanita Holquin
United States Bankruptcy Court, Northern District of California
Number 94-57475 JRG
- In Re: Dimitri Rakitin & Adrienne Rakitin
United States Bankruptcy Court, Northern District of California
Number 94-56659 JRG
- In Re: Cesar & Luzviminda Andal
United States Bankruptcy Court, Northern District of California
Number 95-33241 DM
- In Re: Robert & Lara Fisher
United States Bankruptcy Court, Northern District of California
Number 97-50092-JRG-cz
- In Re: Trans-Action Commercial Investors, Ltd.
United States Bankruptcy Court, Northern District of California
Number 97-46121-T-11
- The Kentfield Group, LLC
United States Bankruptcy Court, Northern District of California
Number 00-52062-MM
- Long Life Noodle Company, Inc.
United States Bankruptcy Court, Northern District of California
Number 00-31298-TC

Trustee
12 U.S.C. Section 1821 (d) (17)-(19)

- Federal Deposit Insurance Corporation v. Barbara Kunz, et al.
Superior Court of the State of California, County of Sonoma
Number 170992

Examiner with Expanded Powers

- In Re: Melvin M. Belli
United States Bankruptcy Court, Northern District of California
Number 95-34573 TC
- In Re: Music Semiconductors, Inc.
United States Bankruptcy Court, Northern District of California
Number 01-56174 ASW

Examiner

- In Re: Laurence J. Blickman
United States Bankruptcy Court, Northern District of California
Number 589-05071 MM

Disbursing Agent (Chapter 11)

- In Re: Diamond Parts & Service, Inc.
United States Bankruptcy Court, Northern District of California
Number 92-3-1677 LK (DM)

Receiver

- Eureka Federal Savings & Loan Association v. C.R. Stevens
Superior Court of the State of California, County of Contra Costa
Number C-88-04097
- First Commercial Bank v. Marshall Edward Mikels
Superior Court of the State of California, County of San Mateo
Number 365449
- Alioto Fish Company, Ltd. v. Joseph L. Alioto, et al.
Superior Court of the State of California, County of Marin
Number 91345
- Union Bank v. Bearing Sales Company
Superior Court of the State of California, County of San Joaquin
Number 243131
- People v. Destiny Telecomm International, et al.
Superior Court of the State of California, County of Alameda
Number 782085-8

Receiver (continuation)

- People v. Home for the Homeless, et al.
Superior Court of the State of California, County of Santa Clara
Number CV765508
- People v. Jewish Educational Center of the U.S.A, et al.
Superior Court of the State of California, County of San Francisco
Number 987396
- People v. Susan and Daniel Thompson
Superior Court of the State of California, County of Santa Clara
Number 208707
- Trazar Corporation v. Gary Farhner, doing business as Conteq
Superior Court of the State of California, County of Santa Clara
Number 763625

Trustee (Probate)

- Estate of Evelyn Margaret Sechter
Superior Court of the State of California, County of Santa Clara
Number 103020 (Probate Department)

Liquidator

- A.F. Evans Company, Inc. vs. Doheny-Vidovich Partners
Superior Court of the State of California, County of San Francisco
Number 311053