

GLORIA HAROOTUNIAN REVOCABLE TRUST

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

As required by law, you are hereby provided with notice of the following information regarding the GLORIA HAROOTUNIAN REVOCABLE TRUST:

1. The name of the settlor of the trust was GLORIA JEAN HAROOTUNIAN.
2. The trust was executed on February 14, 1990 and amended and completely restated on February 16, 2012 by the SECOND AMENDMENT AND RESTATEMENT OF THE GLORIA HAROOTUNIAN REVOCABLE TRUST and further amended by a THIRD AMENDMENT thereof dated September 9, 2013.
3. On July 21, 2014, the trust became irrevocable because of the death of GLORIA JEAN HAROOTUNIAN.
4. The name, mailing address and telephone number of the trustee of the trust is:

MICHAEL J. MORRIS
Andre, Morris & Buttery
1102 Laurel Lane
San Luis Obispo, CA 93401
(805) 543-4171

5. The address of the principal place of trust administration pursuant to Probate Code Section 17002 is:

1102 Laurel Lane
San Luis Obispo, CA 93401

6. You are entitled, as a possible beneficiary or heir at law of the decedent, to request from the trustee a true and complete copy of the "terms of trust," as that term is defined in Section 16060.5 of the Probate Code. However, in your case, the trustee has elected to enclose with this Notification a true and correct copy of the trust, including any amendments to it.
7. **WARNING: YOU MAY NOT BRING AN ACTION TO CONTEST THE TRUST MORE THAN 120 DAYS FROM THE DATE THIS NOTIFICATION BY THE TRUSTEE IS SERVED UPON YOU OR 60 DAYS FROM THE DATE ON WHICH A COPY OF THE TERMS OF THE TRUST IS MAILED OR PERSONALLY DELIVERED TO YOU DURING THAT 120-DAY PERIOD, WHICHEVER IS LATER.**

DATED: 14 August, 2014



MICHAEL J. MORRIS, Trustee of the
Gloria Harootunian Revocable Trust

GLORIA HAROOTUNIAN REVOCABLE TRUST

PROOF OF SERVICE BY MAIL

1. I am over the age of 18 and not a party to this cause. I am a resident of or employed in the county where the mailing occurred.

2. My business address is:

P. O. Box 730
San Luis Obispo, CA 93406

3. I served the foregoing **NOTIFICATION BY TRUSTEE PURSUANT TO PROBATE CODE SECTION 16061.7**, and a copy of the **SECOND AMENDMENT AND RESTATEMENT OF THE GLORIA HAROOTUNIAN REVOCABLE TRUST** signed on February 16, 2012, and a copy of the **THIRD AMENDMENT** of the Gloria Harootunian Revocable Trust signed on September 9, 2013 on each person named below by enclosing a copy of said document in a sealed envelope with postage thereon fully prepaid, addressed as shown below:

Kathy Spangler
3166 Bellevue Ave.
South Lake Tahoe, CA 96150

Eugene Tafjen
2274 Longview Drive
San Leandro, CA 94577

Diane C. Conrad
1319 South Pine Street
Cabot, Arkansas 72023

Carol Harootunian
P.O. Box 1167
Fairfax, CA 94978

Yana H. Cox
135 Meernaa Ave.
Fairfax, CA 94930

Sebastian Harootunian
P.O. Box 7732
Santa Cruz, CA 95061

Bill Spangler
3347 Colina Court
Cameron Park, CA 95682

Brian Harootunian
776 Taylor Way
South Lake Tahoe, CA 96150

Doctors Without Borders
333 7th Avenue
New York, NY 10001-5004

El Dorado County Library
1000 Rufus Allen Boulevard
South Lake Tahoe, CA 96150

Barton Community Clinic
2201 South Avenue
South Lake Tahoe, CA 96150

South Lake Tahoe Women's Center
3140 Lake Tahoe Boulevard
South Lake Tahoe, CA 96150

Bed and Broth
1041 Lyons Ave
South Lake Tahoe, CA 96150

Lake Tahoe Humane Society
870 Emerald Bay Road, Suite 104
South Lake Tahoe, CA 96150

GLORIA HAROOTUNIAN REVOCABLE TRUST

Nature Conservancy
World Wide Office
4245 North Fairfax Drive, Suite 100
Arlington, VA 22203-1606

Anxiety and Depression Association of
America
8701 Georgia Ave., Suite 412
Silver Spring, MD 20910

Brain and Behavior Research Foundation
90 Park Avenue 16th Floor
New York, NY 10016

Thurgood Marshall College Fund
901 F Street NW, Suite 300
Washington D.C. 20004

Amnesty International of the USA, Inc.
322 Eighth Avenue
New York, NY 10001

Human Rights Watch
350 Fifth Avenue, 34th Floor
New York, NY 10118-3299

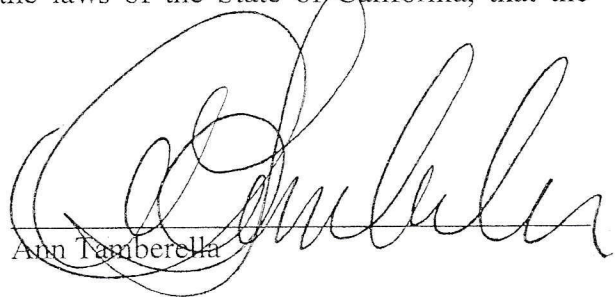
Planned Parenthood Federation of America
434 West 33rd Street
New York, NY 10001

4. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, the envelopes are sealed and, with postage thereon fully prepaid, deposited with the U. S. Postal Service on that same day at San Luis Obispo, California, in the ordinary course of business.

5. a. Date of deposit: August 14, 2014
- b. Place of deposit: San Luis Obispo, California

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

Dated: August 14, 2014


Ann Tamberella

NOTICE OF AMENDMENT AND
SECOND AMENDMENT AND RESTATEMENT OF THE
GLORIA HAROOTUNIAN REVOCABLE TRUST
UNDER AGREEMENT AND DECLARATION
DATED FEBRUARY 14, 1990

TO: GLORIA JEAN HAROOTUNIAN, Trustee of the Gloria Harootunian Revocable Trust under Agreement and Declaration dated February 14, 1990, as amended and completely restated by the First Amendment and Restatement thereof dated October 17, 2003

The undersigned, Settlor under the above-described trust instrument, notifies you that, pursuant to her rights under Article 4 of such restated trust instrument in which Settlor reserved the right to amend, modify or revoke the trust instrument or any of its provisions, in whole or in part, at any time by a writing signed by her, Settlor now exercises that right and restates the Gloria Harootunian Revocable Trust in its entirety as set forth below in this document so that none of the previous provisions shall continue to be in effect. This complete amendment and restatement, and any subsequent amendments, shall constitute the entire and exclusive statement of the terms of the Gloria Harootunian Revocable Trust.

GLORIA HAROOTUNIAN REVOCABLE TRUST

SETTLOR: GLORIA JEAN HAROOTUNIAN

TRUSTEE: GLORIA JEAN HAROOTUNIAN

DATE OF TRUST: FEBRUARY 14, 1990

DATE OF THIS
RESTATEMENT: FEBRUARY 16, 2012

GLORIA HAROOTUNIAN REVOCABLE TRUST

TABLE OF CONTENTS

ARTICLE 1 TRUST PROPERTY; NAME OF TRUST..... 1

ARTICLE 2 DISTRIBUTION OF INCOME AND PRINCIPAL DURING THE
LIFETIME OF SETTLOR..... 1

ARTICLE 3 DISPOSITION OF TRUST ESTATE UPON DEATH OF SETTLOR..... 2

ARTICLE 4 REVOCATION AND AMENDMENT..... 6

ARTICLE 5 TRUSTEESHIP 7

ARTICLE 6 RIGHTS AND POWERS OF THE TRUSTEE..... 9

ARTICLE 7 GENERAL PROVISIONS..... 15

SIGNATURES 19

GLORIA HAROOTUNIAN REVOCABLE TRUST

THIS RESTATED TRUST AGREEMENT is made and entered into between:

SETTLOR: GLORIA JEAN HAROOTUNIAN, and

TRUSTEE: GLORIA JEAN HAROOTUNIAN

ARTICLE 1

TRUST PROPERTY; NAME OF TRUST

1.1 Nature of Property

Settlor declares that she has transferred to the Trustee certain property to be held in trust, including the property described in attached Schedule "A". All property subject to this trust from time to time shall constitute the "Trust Estate" and shall be held, administered, and distributed in accordance with this instrument.

1.2 Name of Trust

The name of the trust restated by this instrument is the "GLORIA HAROOTUNIAN REVOCABLE TRUST."

ARTICLE 2

DISTRIBUTION OF INCOME AND PRINCIPAL DURING THE LIFETIME OF SETTLOR

2.1 Trust Estate Income and Principal

The Trustee shall pay to or apply for the benefit of Settlor the net income of the Trust Estate in quarter-annual or more frequent installments, and as much of the principal of the Trust Estate as Settlor shall request, or as the Trustee, in the Trustee's discretion, deems necessary for Settlor's proper health, support, maintenance, education, comfort, and welfare.

2.2 Settlor Incapacity

If at any time, either in the Trustee's discretion or as certified in writing by two licensed physicians, Settlor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared Settlor incompetent, mentally ill, or in need of a

conservator, the Trustee shall pay to or apply for the benefit of Settlor, the amount of net income and principal necessary in the Trustee's discretion for the proper health, support, and maintenance of Settlor in accordance with Settlor's accustomed manner of living at the date of this instrument, until Settlor either in the Trustee's discretion or as certified by two licensed physicians, is again able to manage her own affairs, or until the earlier death of Settlor. Any income in excess of the amounts applied for the benefit of Settlor shall be accumulated and added to principal.

If a guardian or conservator of the person or the estate is appointed for Settlor, the Trustee shall take into account any payments made for Settlor's benefit by the guardian or conservator.

2.3 Payment to Others

Settlor may at any time direct the Trustee to pay single or periodic sums or transfer assets out of the Trust Estate to any other person or organization. If such payment is a gift, it may be made to Settlor for transfer to the donee where practicable, and if made directly to the donee, shall be deemed to have been paid to Settlor and then transferred to the donee.

ARTICLE 3

DISPOSITION OF TRUST ESTATE UPON DEATH OF SETTLOR

3.1 Expenses

After the death of Settlor and subject to any power of appointment exercised by Settlor, the Trustee may in the Trustee's discretion pay out of the principal of the Trust Estate, Settlor's death, last-illness and funeral expenses, attorney fees, other costs incurred in administering Settlor's probate estate, if any, and the estate and inheritance taxes, including interest and penalties, incurred by reason of the death of Settlor.

3.2 Power of Appointment

After the death of Settlor, the Trustee shall distribute any remaining balance of the Trust Estate, including principal and accrued or undistributed income, to such one or more persons and entities, including Settlor's own estate and on such terms and conditions, either outright or in trust, and in such proportion as Settlor shall appoint by Will or a written instrument filed with the Trustee specifically referring to and exercising this general power of appointment. This power of appointment shall be exercisable by Settlor alone and in all events. Any portion of the Trust Estate not disposed of shall be held, administered and distributed by the Trustee as hereafter provided.

3.3 Disposition of Trust Estate

After the death of Settlor, the Trustee shall administer and distribute the Trust Estate as follows:

3.3.1 Specific Bequests

3.3.1.1 Personalty. The Trustee shall make the following gifts of tangible personal property:

3.3.1.1.1 The Native American black flint scrapping tool to KATHY SPANGLER, if she is then living, and if she is not then living, to BILL SPANGLER, if he is then living, and if he is not then living, to Settlor's niece, YANA H. COX.

3.3.1.1.2 All of the oriental carpets shall be divided equally between and distributed to EUGENE TAFJEN and DIANE TAFJEN, or all to the survivor of them. If neither EUGENE TAFJEN nor DIANE TAFJEN is then living, this gift shall lapse.

3.3.1.1.3 Settlor owns a few art objects consisting of glass art, colored prints and Chinese string drawings. The art objects shall be distributed to CAROL HAROOTUNIAN, if she is then living, and if she is not then living, to Settlor's niece, YANA H. COX if she is then living and if she is not then living, this gift shall pass pursuant to the provisions of Section 3.3.1.1.7.

3.3.1.1.4 All of Settlor's collages to CAROL HAROOTUNIAN, if she is then living, and if she is not then living, to Settlor's niece, YANA H. COX. If neither CAROL HAROOTUNIAN nor YANA H. COX is living, this gift shall pass pursuant to the provisions of Section 3.3.1.1.7.

3.3.1.1.5 All of Settlor's jewelry and antique fountain pens to Settlor's niece, YANA H. COX, if she is then living and if she is not then living, this gift shall pass pursuant to the provisions of Section 3.3.1.1.7.

3.3.1.1.6 Settlor's roll top desk located in her Lake Tahoe house to her nephew, SEBASTIAN HAROOTUNIAN, if he is then living and if he is not then living, this gift shall pass pursuant to the provisions of Section 3.3.1.1.7.

3.3.1.1.7 Any tangible personal property not otherwise disposed of in this trust instrument shall be disposed of as follows: CAROL HAROOTUNIAN shall have her choice of any personal items remaining. Settlor's niece, YANA H. COX, shall then have her choice of any remaining personal items. EUGENE TAFJEN and DIANE TAFJEN shall then have their choice of any remaining personal items. After CAROL HAROOTUNIAN, YANA H. COX, EUGENE TAFJEN and DIANE TAFJEN have chosen the personal items they want, any remaining personal property shall be sold or otherwise disposed of and any profits

received therefrom divided equally among, and distributed outright and free of trust to, the survivors of CAROL HAROOTUNIAN, YANA H. COX, EUGENE TAFJEN, and DIANE TAFJEN.

3.3.1.2 Cash Gifts. The Trustee shall make the following cash gifts, free of all death taxes:

3.3.1.2.1 The sum of Two Hundred Thousand Dollars (\$200,000) to KATHY SPANGLER and BILL SPANGLER, or the survivor of them. If neither KATHY SPANGLER nor BILL SPANGLER is then living, this gift shall lapse.

3.3.1.2.2 The sum of Two Hundred Thousand Dollars (\$200,000) to EUGENE TAFJEN, if he is then living, and if he is not then living, this gift shall lapse.

3.3.1.2.3 The sum of Two Hundred Thousand Dollars (\$200,000) to EUGENE TAFJEN, to be held in a separate trust (the "Diane Tafjen Trust") for the benefit of his sister, DIANE TAFJEN ("Diane"). The Trustee shall hold, administer, and distribute all property allocated to this trust, and all income therefrom, for the sole benefit of Diane, during Diane's lifetime. The Trustee alone shall be responsible for determining what distributions may be made from this trust. The Trustee shall distribute to or apply for the benefit of Diane such amounts from the principal and income, as the Trustee, in the Trustee's sole and absolute discretion, considers necessary or advisable for Diane's proper health, support, maintenance and education. Any undistributed income shall be added to principal.

3.3.1.2.3.1 EUGENE TAFJEN shall be the Trustee of the Diane Tafjen Trust. Should EUGENE TAFJEN become unable because of death, incompetency, or other cause to serve as Trustee, then RABOBANK, N.A., shall thereafter serve as Trustee of the Diane Tafjen Trust. The Trustee of the Diane Tafjen Trust shall have all trustee's powers set forth in this trust instrument.

3.3.1.2.3.2 After the death of Diane, the Diane Tafjen Trust shall terminate and the Trustee shall distribute any remaining balance thereof, including principal and accrued or undistributed income, to the DOCTORS WITHOUT BORDERS, 6 East 39th Street, 8th Floor, New York, NY 10016

3.3.1.2.4 The sum of Fifty Thousand Dollars (\$50,000) to BRIAN HAROOTUNIAN, if he is then living, and if he is not then living, to his wife, if she is then living, and if she is not then living, this gift shall lapse.

3.3.1.2.5 The sum of Two Hundred Thousand Dollars (\$200,000) to the EL DORADO COUNTY LIBRARY, 1000 Rufus Allen Boulevard, South

Lake Tahoe, California, to be used for books, services, and operations of the library. This gift is not to be used for building purposes.

3.3.1.2.6 The sum of Two Hundred Thousand Dollars (\$200,000) to the BARTON COMMUNITY CLINIC, 2201 South Avenue, South Lake Tahoe, California, to be used as the officers of the Clinic see fit.

3.3.1.2.7 The sum of Ten Thousand Dollars (\$10,000) to the SOUTH LAKE TAHOE WOMEN'S CENTER, 2941 Lake Tahoe Boulevard, South Lake Tahoe, California.

3.3.1.2.8 The sum of Fifty Thousand Dollars (\$50,000) to BED AND BROTH, a Catholic charity at 1041 Lyons Ave, South Lake Tahoe, California, to be used for the purchase and preparation of food distributed to the poor by this charity.

3.3.1.2.9 The sum of Fifty Thousand Dollars (\$50,000) to the LAKE TAHOE HUMANE SOCIETY, 1221 Emerald Bay Road, South Lake Tahoe, California.

3.3.2 Residue

The remaining balance of the Trust Estate, after the distributions above and payment of taxes and expenses of administration, shall be administered and distributed as follows:

3.3.2.1 Twenty-five percent (25%) thereof to the NATURE CONSERVANCY, World Wide Office, 4245 North Fairfax Drive, Suite 100, Arlington VA 22203-1603.

3.3.2.2 Forty percent (40%) thereof to DOCTORS WITHOUT BORDERS, 6 East 39th Street, 8th Floor, New York, NY 10016.

3.3.2.3 Five percent (5%) thereof to the ANXIETY DISORDERS ASSOCIATION OF AMERICA, 11900 Parklawn Drive, Suite 100, Rockville, MD 20852-2624.

3.3.2.4 Five percent (5%) thereof to the NATIONAL ALLIANCE FOR RESEARCH ON SCHIZOPHRENIA AND AFFECTIVE DISORDERS, 60 Cutler Mill Road, Suite 404, Great Neck, NY 11021.

3.3.2.5 Five percent (5%) thereof to the THURGOOD MARSHALL SCHOLARSHIP FUND, 100 Park Avenue, New York, NY 10017.

3.3.2.6 Ten percent (10%) thereof to the AMNESTY INTERNATIONAL OF THE U.S.A., INC., 322 Eighth Avenue, New York, NY 10001.

3.3.2.7 Five percent (5%) thereof to the HUMAN RIGHTS WATCH, 350 Fifth Avenue, 34th Floor, New York, NY 10118-3299.

3.3.2.8 Five percent (5%) thereof to the PLANNED PARENTHOOD FOUNDATION OF AMERICA, 810 Seventh Avenue, New York, NY 10019.

3.3.3 If any organization named under Section 3.3.2 and subsections thereunder or under Sections 3.3.1.2.5, 3.3.1.2.6, 3.3.1.2.7, 3.3.1.2.8 or 3.3.1.2.9 is not in existence on Settlor's death, or if it is not a charitable organization described in Sections 170(b)(1)(A), 170(c), 2055(a), or 2522(a) of the Internal Revenue Code of 1986, or any successor provisions thereto, at the time when any principal or income of the Trust Estate is to be distributed to it, then the share otherwise provided to such organization shall instead be transferred and distributed to one or more organizations which have a purpose consistent with one or more of the foregoing categories of charitable organizations and which is described in Sections 170(b)(1)(A), 170(c), 2055(a), or 2522(a) of the Internal Revenue Code of 1986, or any successor provisions thereto, chosen in the sole discretion of Trustee.

ARTICLE 4

REVOCATION AND AMENDMENT

4.1 Revocation During Settlor's Lifetime

During the lifetime of Settlor, this trust may be revoked in whole or in part by an instrument in writing signed by Settlor and delivered to the Trustee. On revocation, the Trustee shall promptly deliver to Settlor the designated portion of the Trust Estate.

4.2 Amendment

Settlor may at any time during Settlor's lifetime amend any of the terms of this Agreement by an instrument in writing signed by Settlor and delivered to the Trustee. On the death of Settlor, the trust may not be amended, revoked or terminated except as provided in this instrument.

4.3 Powers to Amend and Revoke are Personal

The powers of Settlor to revoke or amend this instrument are personal to Settlor and shall not be exercisable by any guardian, conservator, or other person, except that revocation or amendment may be authorized, after notice to the Trustee, by the court that appointed the guardian or conservator.

ARTICLE 5

TRUSTEESHIP

5.1 Designation

GLORIA JEAN HAROOTUNIAN is designated as Trustee of all trusts created by or to be created pursuant to this instrument. Should GLORIA JEAN HAROOTUNIAN become unable because of death, incompetency, or other cause to serve as Trustee, then MICHAEL J. MORRIS shall thereafter serve as sole Trustee under this instrument. Should MICHAEL J. MORRIS become unable or unwilling to serve as Trustee, then SCOTT W. WALL and RABOBANK, N.A., shall thereafter serve as joint Trustees under this instrument. Should SCOTT W. WALL become unable or unwilling to serve as Trustee, then I appoint a principal of the law firm of ANDRE, MORRIS & BUTTERY to be chosen by the then principals of ANDRE, MORRIS & BUTTERY, to serve jointly with RABOBANK, N.A. as Trustees under this instrument. The term "Trustee" as used in this instrument shall refer collectively to GLORIA JEAN HAROOTUNIAN, or her successors, so long as they shall serve as Trustee hereunder.

5.2 Trustee's Power to Designate Successor

In the event that there is no person designated as successor Trustee in this instrument who would be able and willing to serve, then any acting Trustee shall have the power to designate one or more individuals or corporate fiduciaries to serve concurrently or serially to succeed the Trustee on his or her inability or unwillingness to act. Any designation and revocation of that designation shall be made in a written instrument signed by the Trustee while acting as Trustee.

5.3 Replacement of Incapacitated Trustee

If the Trustee cannot administer the trust because of physical or mental incapacity, the successor trustees provided for in this trust in the order named shall act as Trustee, having all rights and powers granted to the Trustee by this instrument. Physical or mental incapacity shall be conclusively established if two physicians familiar with the Trustee's condition and authorized to practice medicine in the State of California or any other place in which the Trustee resides, who are unrelated to Settlor and the Trustee by blood or marriage, issue written certificates to the effect that the Trustee is incapacitated.

5.4 Authority to Act

Any action taken by majority of the Trustees, if there be more than one Trustee, shall be binding on the Trust Estate and may be relied on by third parties dealing with the Trustee. If, after consultation with each other, the Trustees are unable to agree regarding any matter affecting the administration or distribution of the Trust Estate, the decision of the corporate Trustee, if any is then serving, shall govern.

5.5 Trustee's Bond

No bond shall be required of any person appointed or named in this instrument as Trustee for the faithful performance of his duties as Trustee.

5.6 Trustee's Compensation

The Trustee shall be entitled to pay the Trustee reasonable compensation from time to time without prior court order.

5.7 Custody

At all times while there are two or more persons serving jointly as Trustee under this instrument, the corporate Trustee, if any is then serving, may be given exclusive custody of all or any assets of the Trust Estate.

5.8 Acts of the Trustee

No Trustee designated in this instrument shall be liable to any beneficiary or to any heir of Settlor for the 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 Trustee, provided that the Trustee shall have had no knowledge of facts which might reasonably be expected to put the Trustee on notice of it.

5.9 Successor Trustee Liability

No successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the trust, no successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

5.10 Accounting

During the lifetime of Settlor, the Trustee shall account only to Settlor and Settlor's written approval shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and contingent beneficiaries. After the death of Settlor, the Trustee shall, in addition to any accounting required under the *California Probate Code*, render an accounting, from time to time but not less frequently than every year after any trust created in this instrument. An accounting shall also be rendered by any Trustee within thirty (30) days after his resignation or removal by a court of competent jurisdiction.

An accounting shall be made by delivering a written accounting to each beneficiary entitled to current income distribution, or if there are no current income beneficiaries,

to each beneficiary entitled to current distribution out of income or principal in the Trustee's discretion, and to each remainderman in being. If any person entitled to receive an accounting is a minor or is under a disability, the accounting shall be delivered to his parents or the guardian of his person if he is a minor or to the guardian or conservator of his person if he is under any other disability. Unless any beneficiary, including parents, guardians, or conservators or beneficiaries shall deliver a written objection to the Trustee within one hundred eighty (180) days after receipt of the Trustee's account, the account shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and unascertained beneficiaries. After settlement of the account by agreement of the parties objecting to it, or by expiration of the one hundred eighty (180) day period, the Trustee shall no longer be liable to any beneficiary of the Trust, including unborn and unascertained beneficiaries, in respect to transactions disclosed in the account, except for the Trustee's intentional wrongdoing or fraud.

Any accounting provided for herein may be waived if all adult beneficiaries and all parents, guardians or conservators of minor or disabled beneficiaries so agree.

ARTICLE 6

RIGHTS AND POWERS OF THE TRUSTEE

6.1 Management Responsibility

So long as Settlor is the Trustee, the Trustee shall have full power and responsibility with respect to the management and investment of the Trust Estate in accordance with the provisions of Section 6.2. If the Trustee is a person or entity other than Settlor, then the Trustee shall have full power and responsibility with respect to the management and investment of the Trust Estate in accordance with the provisions of Section 6.3.

6.2 Trustee's Powers If Settlor Is Trustee

In order to carry out the provisions of the trusts created by this instrument, the Trustee shall have these powers in addition to those now or hereafter conferred by law:

6.2.1 To invest and reinvest funds in every kind of property, real, personal, or mixed, and every kind of investment specifically including, but not limited to, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, and mutual funds, and mortgage participations, life insurance policies on the life of any beneficiary, that persons of prudence, discretion and intelligence acquire for their own account including any common trust funds administered by the Trustee.

6.2.2 To continue to hold any property, including any shares of the Trustee's own stock, and to operate at the risk of the Trust Estate any business that the Trustee receives or acquires under the trust as long as the Trustee deems advisable.

6.2.3 To have all rights, powers, and privileges of an owner with respect to the securities held in the trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

6.2.4 To hold securities or other property in the Trustee's name as Trustee under this trust, or in the Trustee's own name, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass.

6.2.5 To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property.

6.2.6 To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

6.2.7 To lend money to any person, including the probate estate of Settlor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

6.2.8 To purchase property at its fair market value as determined by the Trustee in the Trustee's discretion, from the probate estate of Settlor.

6.2.9 To loan or advance the Trustee's own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust.

6.2.10 To release or to restrict the scope of any power that the Trustee may hold in connection with the trust 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.

6.2.11 To take any action and to make any election, in the Trustee's discretion, to minimize the tax liability of this trust and its beneficiaries. The Trustee shall allocate the benefits among the various beneficiaries, and shall make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

6.2.12 To borrow money, and to encumber trust property by mortgage, deed of trust, pledge, or otherwise.

6.2.13 To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the Trust Estate as the Trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

6.2.14 To carry insurance of such kinds and in such amounts as the Trustee deems advisable, at the expense of the trust, to protect the Trust Estate and the Trustee personally against any hazard.

6.2.15 To 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 nonprorata division between trusts or shares and nonprorata 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.

6.2.16 To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this Trust, without the payment of interest all or any part of the property, as long as the Trustee shall determine in the Trustee's discretion that such property may be subject to conflicting claims to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the estate.

6.2.17 To purchase bonds and to pay such premiums in connection with the purchase as the Trustee in the Trustee's discretion deems advisable, provided, however, 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 the bond.

6.2.18 To buy, sell and trade in securities of any nature (including short sales) on margin. To accomplish this, the Trustee is empowered to maintain a margin account with a stock brokerage firm, to execute all documents necessary for the opening and maintenance thereof, to borrow money from a brokerage firm, to pledge securities owned by the trust as collateral and to grant a security interest therein, and to permit the stock brokerage firm to re-lend these securities in the ordinary course of its business.

6.2.19 To employ attorneys, agents, investment managers and investment advisors to assist in the management and operation of the trust.

6.2.20 To authorize others to trade on behalf of the trust as agents and issue one or more limited powers of attorney to such agents to allow trading.

6.2.21 To maintain stock and index option accounts with stock brokerage firms, to execute all documents necessary for the opening and maintenance thereof, and to buy, sell and otherwise trade stock and index options, including puts and calls, whether or not covered by the underlying securities held in such brokerage accounts.

6.2.22 To invest in any kind of property or type of investment or engage in any course of action or investment strategy consistent with the standards of the Uniform Prudent Investor Act (*California Probate Code*, Sections 16002(a), 16003, 16045-16054).

6.2.23 If any trust established under this instrument is to hold shares of an S corporation, to segregate those shares into a separate trust and to modify the terms of that separate trust to the extent required to enable such trust to qualify as an eligible shareholder of an S corporation as described in Sections 1361(c)(2)(A)(i), 1361(c)(2)(A)(v) or 1361(d)(3) of the *Internal Revenue Code*, so that such trust will be a qualified Subchapter S trust or electing small business trust, as the case may be.

If at any time the Trust Estate includes shares of stock in any corporation that has elected to be governed by the provisions of Subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code (IRC Section 1361 et seq., or any successor sections), then notwithstanding any other provision of this instrument, the Trustee shall at all times manage those shares and administer the Trust Estate in a manner that will maintain the S corporation status.

6.2.24 To borrow and lend money and to encumber trust property by mortgage, deed of trust, pledge, guarantee or otherwise for the debts of the trust, or the joint debts of the trust and any co-owner of the property in which the trust has an interest, or the debts of any owner of property where such owner is a beneficiary of the trust or where the trust has an interest in such owner of property or in such property, and in connection therewith to execute any mortgages, deeds of trust, pledges, guarantees or other loan or security documents reasonably attendant thereto. Any loan, guarantee, pledge or encumbrance may be for a period within or beyond the duration of the trust. The Trustee may lend money to, and/or encumber all or any of the assets of the trust, by mortgage, deed of trust, pledge, guarantee or otherwise to secure any indebtedness of any beneficiary of said trust, irrespective of whether such mortgage, deed of trust, pledge, guarantee or otherwise is for the benefit of the trust or even for the exclusive benefit of such beneficiary.

6.2.25 To act in the capacity of manager of any limited liability company with the power to verify the existence of, execute documents on behalf of, and contractually bind the limited liability company.

6.2.26 To act in the capacity of general partner of any general or limited partnership with the power to verify the existence of, execute documents on behalf of, and

contractually bind the partnership.

6.2.27 To retain, acquire, purchase or invest in all or any part of real property used as a principal or secondary residence by a beneficiary of the trust (including Settlor), without any obligation or responsibility to sell the interest in order to diversify or render productive the investments held in trust; to hold any interest in a residence as a tenant in common with Settlor or with a beneficiary or with any other trust in which Settlor or the beneficiary has an interest; to permit Settlor or the beneficiary to occupy the property used as the principal or secondary residence by Settlor or the beneficiary without rent, charge or bond; and also to permit the beneficiary's spouse and any of the beneficiary's children to occupy the property without rent, charge or bond.

6.3 Trustee's Powers If Settlor Is Not Trustee

In order to carry out the provisions of the Trusts created by this instrument, the Trustee shall have these powers in addition to those now or hereafter conferred by law. In exercising these powers, the Trustee should be guided by the Settlor's desire that at her death, her real properties be sold in a prudent manner and that the proceeds be invested in conservative investments, such as U.S. Treasuries, until distribution is made to the beneficiaries.

6.3.1 To invest and reinvest funds in cash equivalents such as government backed bonds or treasury notes, conservative mutual funds that men of prudence, discretion and intelligence acquire for their own account (including any common trust funds administered by the Trustee).

6.3.2 To continue to hold any property, (including any shares of the Trustee's own stock,) and to operate at the risk of the Trust Estate any business that the Trustee receives or acquires under the trust as long as the Trustee deems advisable.

6.3.3 To have all rights, powers, and privileges of an owner with respect to the securities held in the trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

6.3.4 To hold property in the Trustee's name as Trustee under this trust, or in the Trustee's own name, or in the name of a nominee.

6.3.5 To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property.

6.3.6 To lease trust property for terms within or beyond the term of the trust for any lawful purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

6.3.7 To purchase property at its fair market value as determined by the Trustee in the Trustee's discretion, from the probate estate of Settlor.

6.3.8 To release or to restrict the scope of any power that the Trustee may hold in connection with the trust 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.

6.3.9 To take any action and to make any election, in the Trustee's discretion, to minimize the tax liability of this trust and its beneficiaries. The Trustee shall allocate the benefits among the various beneficiaries, and shall make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

6.3.10 To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the Trust Estate as the Trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

6.3.11 To carry insurance of such kinds and in such amounts as the Trustee deems advisable, at the expense of the trust, to protect the Trust Estate and the Trustee personally against any hazard.

6.3.12 To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this Trust, without the payment of interest all or any part of the property, as long as the Trustee shall determine in the Trustee's discretion that such property may be subject to conflicting claims to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the estate.

6.3.13 To purchase U.S. Government bonds and to pay such premiums in connection with the purchase as the Trustee in the Trustee's discretion deems advisable, provided, however, 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 the bond.

6.3.14 To employ attorneys, agents, investment managers and investment advisors to assist in the management and operation of the Trust.

6.4 Beneficiary as Trustee

So long as any beneficiary hereunder shall act as Trustee, the Trustee powers shall be subject to the Trustee's duty to treat income beneficiaries and remaindermen equitably, and the following requirements shall be observed by the Trustee:

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

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

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

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

ARTICLE 7

GENERAL PROVISIONS

7.1 California Uniform Principal and Income Act to Govern

Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this instrument or in the California Uniform Principal and Income Act shall be determined by the Trustee in the Trustee's discretion.

7.2 Undistributed Income Payable to Succeeding Beneficiaries

Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust created herein shall go to the next beneficiaries of the trust in proportion to their interest in it.

7.3 Allocation of Expenses

Among successive beneficiaries of this trust, all taxes and other current expenses shall be prorated over the period to which they relate on a daily basis.

7.4 Physical Division Not Required

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

7.5 Deferral of Division or Distribution

Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on the death of Settlor, the Trustee may, in the Trustee's discretion, defer such distribution or division until six (6) months after such Settlor's death, or for a longer period if the circumstances reasonably warrant the delay, provided, however, that the interest of all beneficiaries shall vest in the manner otherwise provided in this instrument.

7.6 Death Taxes

Except as otherwise specifically provided in this instrument, or in the Will of Settlor, and except for gifts expressly made free of tax, Settlor directs the Trustee to charge and collect all federal death taxes from those persons sharing in the federal taxable estate in accordance with the *California Probate Code* provisions for death tax apportionment and allocation. Further, Settlor directs the Trustee to charge and collect all state death taxes in the same manner as the federal death taxes and not as probate administration expenses.

7.7 Additions

Other property acceptable to the Trustee may be added to this trust by any person, by Will or codicil, by the proceeds of any life insurance, or otherwise.

7.8 Notice

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

7.9 Perpetuities Savings Clause

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 Settlor and Settlor's issue living on the date of the death of Settlor. The principal and undistributed income of a terminated trust shall be distributed to the then income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. If at the time of such termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to the persons who are entitled or authorized, in the Trustee's discretion, to receive trust payments.

7.10 Spendthrift Clause

No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditors' claim or legal process before actual receipt by the beneficiary.

7.11 Choice of Law Clause

The validity, construction, interpretation, and administration of this trust shall be governed by the laws of the State of California in force from time to time, regardless of whether the situs or place of administration of the trust has changed. Except as otherwise specified, all references in this instrument to specific statutes, codes and regulations shall be to those provisions as amended from time to time and to the corresponding provisions of any substitute legislation or regulation.

7.12 Definitions of Issue and Children

In this instrument, the term "issue" shall refer to lawful lineal descendants of all degrees, and the terms "child", "children" and "issue" shall include adopted children who were minors at the date of adoption.

7.13 Definition of Education.

In this instrument, the term "education" shall refer to the following:

- (a) Education at public or private elementary, junior high, middle, or high schools, including boarding schools;
- (b) Undergraduate, graduate, and postgraduate study in any field, whether or not of a professional character, in colleges, universities, or other institutions of higher learning;
- (c) Specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether by private instruction or otherwise;
- (d) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise; and
- (e) Tuition, fees, books, supplies and materials, and related costs and expenses for study (with such related costs to include such beneficiary's reasonably related living and traveling expenses), as long as such study is pursued to such beneficiary's advantage (as determined by the Trustee, in the Trustee's discretion).

7.14 Survival

Whenever in this trust it is provided that any person shall benefit if he or she survives Settlor, that person shall be deemed not to survive if he or she dies within thirty (30) days after the death of Settlor.

7.15 Gender and Number Clause

As used in this instrument, the masculine, feminine, or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates.

7.16 Severability Clause

If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless remain in full force and effect.

7.17 No-Contest Clause

Settlor has intentionally and with full knowledge omitted to provide for all of Settlor's heirs who are not specifically provided for in this trust instrument.

7.17.1 If any person singly or in conjunction with any other person or persons, does any of the following acts, then any gift or other interest given to him or her under this trust instrument shall be revoked and shall be disposed of as if he or she had predeceased Settlor without surviving issue:

7.17.1.1 Without probable cause (as defined by California Probate Code § 21311(b) or any successor statute), files a direct contest (as defined by California Probate Code § 21310 or any successor statute) that alleges the invalidity of this trust instrument or any one or more of its terms;

7.17.1.2 Without probable cause (as defined by California Probate Code § 21311(b) or any successor statute), files a direct contest (as defined by California Probate Code § 21310 or any successor statute) that alleges the invalidity of any other instrument, which is in existence on the date this trust instrument is executed, such as a declaration or agreement of trust, contract, agreement, beneficiary designation, or other document executed by Settlor constituting part of an integrated estate plan or executed by another for Settlor's benefit; or

7.17.1.3 Files any pleading (as defined by California Probate Code § 21310(d) or any successor statute) challenging any transfer of property on the grounds that it was not Settlor's or this trust's property at the time of the transfer. This provision shall not include in the definition of "any pleading" a responsive pleading that seeks to defend the beneficiary's interest in property from attack.

7.17.2 The Trustee is 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.

Executed on Feb 16-2012, 2012, at San Rafael California.

TRUSTEE:

SETTLOR:

Gloria Harootunian
GLORIA JEAN HAROOTUNIAN

Gloria Harootunian
GLORIA JEAN HAROOTUNIAN

STATE OF CALIFORNIA
COUNTY OF Marin } ss.

On Feb. 16, 2012, before me, Juana Isabel Cano, a Notary Public, personally appeared **GLORIA HAROOTUNIAN**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Juana Isabel Cano
Notary Public

**NOTICE OF AMENDMENT AND
THIRD AMENDMENT OF THE
GLORIA HAROOTUNIAN REVOCABLE TRUST
UNDER AGREEMENT AND DECLARATION
DATED FEBRUARY 14, 1990**

TO: MICHAEL J. MORRIS, Trustee of the Gloria Harootunian Revocable Trust Under Agreement and Declaration Dated February 14, 1990, as amended and completely restated by the Second Amendment and Restatement thereof dated February 16, 2012

The undersigned, as Settlor under the above-described Trust, hereby notifies you that, pursuant to her rights under Article 4 of said restated Trust, she amends the Gloria Harootunian Revocable Trust in the following respects only:

1. Amendment to "Designation" (of Trustee) Provision

Section 5.1 of Article 5, captioned "Designation" (of Trustee), is restated to read as follows:

"5.1 Designation

GLORIA JEAN HAROOTUNIAN was the original Trustee of the Trust. On January 17, 2013 GLORIA JEAN HAROOTUNIAN resigned as Trustee and appointed MICHAEL J. MORRIS as Trustee of the Trust. Should MICHAEL J. MORRIS become unable or unwilling to serve as Trustee, then SCOTT W. WALL and RABOBANK, N.A., shall thereafter serve as joint Trustees under this instrument. Should SCOTT W. WALL become unable or unwilling to serve as Trustee, then I appoint a principal of the law firm of ANDRE, MORRIS & BUTTERY to be chosen by the then principals of ANDRE, MORRIS & BUTTERY, to serve jointly with RABOBANK, N.A. as Trustees under this instrument. The term "Trustee" as used in this instrument shall refer collectively to GLORIA JEAN HAROOTUNIAN, or her successors, so long as they shall serve as Trustee hereunder.

GLORIA JEAN HAROOTUNIAN retains the right to resume the position of Trustee or to name other Trustees in her discretion as Settlor."

2. Amendment to "Trustee Powers if Settlor Is Not Trustee" Provision

Section 6.3 of Article 6, captioned "Trustee Powers If Settlor Is Not Trustee", is restated to read as follows:

"6.3 Trustee's Powers If Settlor Is Not Trustee

In order to carry out the provisions of the Trusts created by this instrument, the Trustee shall have these powers in addition to those now or hereafter conferred by law.

6.3.1 To invest and reinvest funds in every kind of property, real, personal, or mixed, and every kind of investment specifically including, but not limited to, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, and mutual funds, and mortgage participations, life insurance policies on the life of any beneficiary, that persons of prudence, discretion and intelligence acquire for their own account including any common trust funds administered by the Trustee.

6.3.2 To continue to hold any property, including any shares of the Trustee's own stock, and to operate at the risk of the Trust Estate any business that the Trustee receives or acquires under the trust as long as the Trustee deems advisable.

6.3.3 To have all rights, powers, and privileges of an owner with respect to the securities held in the trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

6.3.4 To hold securities or other property in the Trustee's name as Trustee under this trust, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass.

6.3.5 To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property.

6.3.6 To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

6.3.7 To lend money to any person, other than the Trustee or anyone related to the Trustee, including the probate estate of Settlor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

6.3.8 To purchase property at its fair market value as determined by the Trustee in the Trustee's discretion, from the probate estate of Settlor.

6.3.9 To release or to restrict the scope of any power that the Trustee may hold in connection with the trust 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.

6.3.10 To take any action and to make any election, in the Trustee's discretion, to minimize the tax liability of this trust and its beneficiaries. The Trustee shall allocate the benefits among the various beneficiaries, and shall make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

6.3.11 To borrow money, and to encumber trust property by mortgage, deed of trust, pledge, or otherwise, for legitimate trust purposes such as payment of taxes.

6.3.12 To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the Trust Estate as the Trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

6.3.13 To carry insurance of such kinds and in such amounts as the Trustee deems advisable, at the expense of the trust, to protect the Trust Estate and the Trustee personally against any hazard.

6.3.14 To 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 nonprorata division between trusts or shares and nonprorata 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.

6.3.15 To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this Trust, without the payment of interest all or any part of the property, as long as the Trustee shall determine in the Trustee's discretion that such property may be subject to conflicting claims to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the estate.

6.3.16 To purchase bonds and to pay such premiums in connection with the purchase as the Trustee in the Trustee's discretion deems advisable, provided, however, 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 the bond.

6.3.17 To employ attorneys, agents, investment managers and investment advisors to assist in the management and operation of the trust.

6.3.18 To authorize others to trade on behalf of the trust as agents and issue one or more limited powers of attorney to such agents to allow trading.

6.3.19 To invest in any kind of property or type of investment or engage in any course of action or investment strategy consistent with the standards of the Uniform Prudent Investor Act (*California Probate Code, Sections 16002(a), 16003, 16045-16054*).

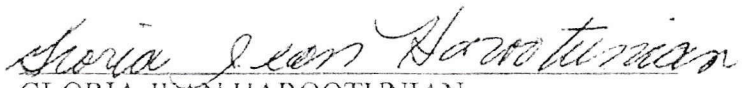
6.3.20 To borrow and lend money and to encumber trust property by mortgage, deed of trust, pledge, guarantee or otherwise for the debts of the trust, and in connection therewith to execute any mortgages, deeds of trust, pledges, guarantees or other loan or security documents reasonably attendant thereto.

6.3.21 To retain, acquire, purchase or invest in all or any part of real property used as a principal or secondary residence by a beneficiary of the trust (including Settlor), without any obligation or responsibility to sell the interest in order to diversify or render productive the investments held in trust; to hold any interest in a residence as a tenant in common with Settlor; and to permit Settlor to occupy the property used as the principal or secondary residence by Settlor without rent, charge or bond."

3. Trust Remains in Full Force and Effect

In all other respects, the undersigned ratifies and confirms that the Gloria Harootunian Revocable Trust Under Agreement and Declaration dated February 14, 1990, as amended and completely restated by the Second Amendment and Restatement thereof dated February 16, 2012, including without limitation Section 7.17 thereof, entitled "No-Contest Clause" and which shall be fully applicable to this amendment, remains in full force and effect.

Executed on September 9, 2013, at San Rafael, California.


GLORIA JEAN HAROOTUNIAN
Settlor

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA
COUNTY OF Marin } ss.

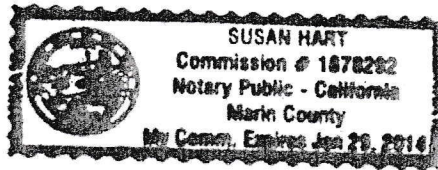
On September 9, 2013, before me, Susan Hart,

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

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

WITNESS my hand and official seal.

Susan Hart
Notary Public



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

ANDRE, MORRIS & BUTTERY (MJM)
P. O. BOX 730
SAN LUIS OBISPO, CA 93406

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RESIGNATION OF TRUSTEE AND
DESIGNATION OF SUCCESSOR TRUSTEE
of the
GLORIA HAROOTUNIAN REVOCABLE TRUST
UNDER AGREEMENT AND DECLARATION
DATED FEBRUARY 14, 1990

The undersigned, GLORIA HAROOTUNIAN, is the sole initial and currently serving trustee of the Gloria Harootunian Revocable Trust under Agreement and Declaration dated February 14, 1990, created by Gloria Harootunian as settlor and initial trustee, as amended and completely restated by the Second Amendment and Restatement thereof dated February 12, 2012 (the "Trust").

The Trust provides at Article 5, Section 5.1 that in the event GLORIA HAROOTUNIAN ceases to serve as trustee, then MICHAEL J. MORRIS shall thereafter serve as the sole successor trustee of the Trust.

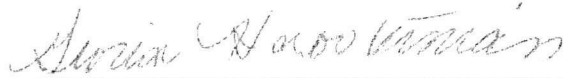
GLORIA HAROOTUNIAN hereby resigns as the trustee of the Trust. Consequently, MICHAEL J. MORRIS shall now serve as sole trustee of the Trust, with full powers over all of the trust estate.

In all other respects, the undersigned settlor ratifies and confirms the Trust.

I declare under penalty of perjury under the laws of the State of California that the foregoing Resignation of Trustee and Designation of Successor Trustee of the Trust is true and

correct, and that it correctly states the terms and conditions under which the trust estate is to be held, managed and disposed of by the trustee.

Executed at San Rafael, California, on January 17, 2013.



GLORIA HAROOTUNIAN
Settlor and Resigning Trustee

ACCEPTED AND AGREED TO BY SUCCESSOR TRUSTEE:

MICHAEL J. MORRIS hereby accepts the office of successor sole trustee under the above-described Trust.

Executed at San Rafael, California, on 17 JANUARY, 2013.



MICHAEL J. MORRIS

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

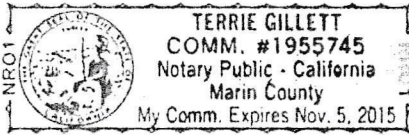
STATE OF CALIFORNIA
COUNTY OF MARIN

} ss.

On June 17, 2013, before me, Terrie Gillett, Notary Public
a Notary Public, personally appeared GLORIA HAROOTUNIAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Terrie Gillett
Notary Public
Terrie Gillett, Notary Public

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

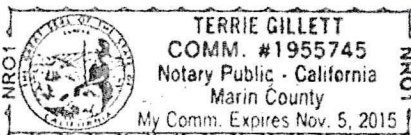
STATE OF CALIFORNIA
COUNTY OF MARIN

} ss.

On June 17, 2013, before me, Terrie Gillett, Notary Public
a Notary Public, personally appeared MICHAEL J. MORRIS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Terrie Gillett
Notary Public
Terrie Gillett, Notary Public