

28

A portion of APN: 1318-15-817-001

R.P.T.T. \$0 (#7)



00001636201408512960110115

KAREN ELLISON, RECORDER

PREPARED BY:

Phyllis L Zang
2434 E. 9Th St
Tucson, AZ 85719

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Phyllis L Zang
2434 E. 9Th St
Tucson, AZ 85719

MAIL TAX STATEMENTS TO:

Fairfield Resorts
8427 So. Park Cr. #500
Orlando, FL 32819

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS QUITCLAIM DEED, made and entered into on the 27th day of September, 2014, Phyllis L. Zang, also known as Phyllis L Zang- Balkow, Trustee of The Balkow Family Revocable Living Trust, dated October 1, 1991 ("Grantors"), and Phyllis L Zang, a widow, whose address is 2434 E. 9Th St, Tucson, Arizona 85719, and Charles Zang, a married man, whose address is 4201 S. Mimbres Dr, Tucson, Arizona 85735 ("Grantees"), Together as joint tenants with right of survivorship

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby Remise, Release, AND FOREVER Quitclaim to Grantees, as Joint Tenants with Right of Survivorship, the property located in Douglas County, Nevada, described as:

A 77,000/138,156000 undivided fee simple interest as tenants in common in Units 7101,7102,7103,7201,7202,7203,7301,7302,and7303 in South Shore Condominium ("Property"), located at 180 Elks Point Road in Zephyr Cove, Nevada 89449, according to the Final Map #01-026 and Condominium Plat of South Shore filed of record in Book 1202, page 2181 as Document Number 559872 in Douglas County, Nevada and subject to all provisions thereof and those contained in that certain Declaration of Condominium-South Shore("Timeshare Declaration") dated October 21, 2002 and recorded December 5, 2002 in Book 1202, Page 2182 as Instrument Number 628022, Official Records of Douglas County, Nevada which subjected the Property to a timeshare plan called Fairfield Tahoe at

South Shore ("Timeshare Plan") Less and except all minerals and mineral rights which minerals and mineral rights are hereby reserved unto the Grantor, its successors and assigns.

Method of obtaining description: Found on Previously Recorded Deed

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

Grantors grant all of the Grantors' rights, title and interest in and to all of the above described property and premises to the Grantees, and to the Grantees' heirs and assigns forever in fee simple, so that neither Grantors nor Grantors' heirs legal representatives or assigns shall have, claim, or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax/Parcel ID Number: APN: 1318-15-817-001 PTN

IN WITNESS WHEREOF the Grantors have executed this deed on the 27th day of September, 20 14.

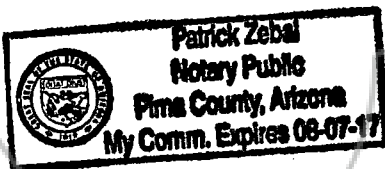
09/27/14
Date

Phyllis L. Zang-Balkow
Phyllis L Zang-Balkow, Trustee

State of AR
County of Pima

This instrument was acknowledged before me on the 27th day of September, 20 14 by Phyllis L Zang-Balkow.

Patrick Zabal
Notary Public Signatature



CERTIFICATE OF TRUST

A summary of pertinent provisions of the Trust Agreement is as follows:

- A. The name of the Trust is **THE BALKOW FAMILY REVOCABLE LIVING TRUST**.
- B. The date of this Trust is **October 1, 1991**.
- C. The Trustors of this Trust are **HAROLD B. BALKOW** and **PHYLLIS L. BALKOW**.
- D. The Trustees of this Trust are **HAROLD B. BALKOW** and/or **PHYLLIS L. BALKOW**.
- E. The Trustors have the power at any time or times during their joint lifetimes to amend or revoke the Trust.
- F. If a Trustor is, at any time, unable or unwilling to serve as Trustee, or unable to manage his or her affairs, the other Trustor shall serve as sole Trustee. If both Trustors are unable or unwilling to serve, or unable to manage their affairs, the following individual(s) shall serve as Successor Trustee(s) of the Trust:

CHARLES H. ZANG and **ANDREW CHARLES**, with the power and authority to act jointly and cooperatively. In the event **CHARLES H. ZANG** cannot so act for any reason whatsoever, **JOHN RIBELIN** shall serve as Co-Trustee with **ANDREW CHARLES**. In the event **ANDREW CHARLES** cannot so act for any reason whatsoever, **KATHLEEN A. WITTKÉ** shall serve as Co-Trustee with **CHARLES H. ZANG**.

G. While the Trustors are administering the Trust Estate as Co-Trustee(s), any powers and discretion granted to or vested in the Co-Trustee(s) by law or under this Trust Agreement may be exercised by the Co-Trustee(s) jointly, or by either of them individually, and the exercise of any power or discretion by one Co-Trustee in such case shall have the same force and effect as if exercised by both Co-Trustee(s). With respect to this Trust, any sub-trusts created by this Trust Agreement and the Trust Property, the Trustee(s) shall have all powers granted to them by law and all powers which may be exercised by individuals owning similar property in their own right. Without restricting the generality of the foregoing, the following powers and authorities are set forth, by way of illustration of the extent of powers granted, without court order, and not by way of limitation, to be exercised from time to time by the Trustee(s) in their absolute discretion; subject however, to the terms and conditions imposed in this Trust Agreement. The Trustee(s) shall have, in addition to all other powers and discretion granted to or vested in the Trustee(s) by law or by this Trust Agreement, all the rights, powers, and discretion that an absolute owner of such property would have, including, but without limitation, the following:

- 1. To receive additions to any Trusts established under this Trust Agreement, and to administer such additions according to the terms and provisions of this Trust Agreement;
- 2. To retain indefinitely without liability for loss any property or interest in and to the Trust Property received in kind by the Trustee(s) as an addition to the Trust Property regardless of degree or risk, effect on diversification or un-productivity of the asset;
- 3. To sell, exchange, lease, grant options to purchase and execute contracts concerning the Trust Property for such considerations and upon such conditions and payment terms as the Trustee(s) may determine without regard to the termination date of the trust;
- 4. To invest and reinvest Trust Property in bonds, notes, debentures, corporate stock of any class, trust shares, real estate or any other kind of real and personal property or business interest

without being limited by any statute or rule of law concerning proper investments for the Trustee(s); to assign undivided interests in investments to any separate trusts;

5. To hold securities in bearer form and to hold any property in its name as Trustee(s) or in the name of a nominee without indication of any fiduciary relationship;

6. To participate in the management of business enterprises as stockholder, partner or principal; to participate in any organization or reorganization of a business enterprise committing, transferring or redeeming trust assets or funds for such purposes; to vote stock by proxy or otherwise; to deposit or transfer securities to protective or voting committees or similar bodies; and to exercise any options, execute any documents and delegate authority to act in its behalf in furtherance of any of these activities;

7. To purchase, lease, operate, improve or develop assets, including real estate; to construct, alter or repair buildings or structures on real estate; to partition, subdivide, dedicate to public use, grant easements or other rights with respect to or otherwise deal with real estate;

8. To employ and compensate attorneys, accountants, brokers, agents and custodians and other professionals;

9. To pay all costs and expenses of the Trust, including but not limited to administrative and compensation to the Trustee(s) for services rendered, and its property;

10. To arbitrate, settle, compromise, contest, foreclose, extend or abandon claims for demands in favor of or against the Trust or Trust Property and assets;

11. To make, draw, endorse in Trustors' respective names, deliver and accept any and all checks, drafts, receipts for money, notes, or other orders for the payment of money against, or otherwise make withdrawals from any checking, savings, investment, brokerage or other account in which Trustors may have in their respective names or held jointly with each other or with another person(s), in any financial institution, for any purpose which Trustee(s) may think necessary, and the execution and delivery of any other legal instruments, documents, commitments and other forms of legal and/or financial significance and effect, including signature, effectuating any and all transactions regarding investments and/or investment accounts, including financing and/or refinancing; to borrow money at interest from any banking department such sums of money and upon such terms as Trustee(s) may think expedient for or in relation to any purpose or object which he/she/they may deem proper or expedient, secured or unsecured, whether real or personal property, and for such purpose to give and execute in Trustor's name; to assume indebtedness and encumber Trust Property by mortgage or pledge; to deliver and acknowledge promissory notes and/or renewals thereof, mortgages, pledges, and guarantees with such powers and provisions as Trustee(s) may think proper or requisite;

12. To allocate receipts and disbursements between principal and income on a reasonable basis in making its determinations; to establish reserves out of income, if it sees fit, for depreciation of property, depletion of natural resources and anticipated expenses;

13. To enter into any transaction authorized by the Trust Agreement with Trustee(s) or Personal Representative(s) of other trusts or estate in which any beneficiary of this Trust Agreement has an interest or which, by its terms, distributes to any trust established by this Agreement, even though the Trustee(s) may also serve the other trust or estate in a fiduciary capacity; and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property

constitutes a large proportion of the balance of the Trust Property, and to retain any such Trust Property or note as if it had been received in kind as an addition to the trust estate;

14. To purchase and own policies of life insurance on the life of any beneficiary named under this Trust Agreement; to continue in effect or to terminate any life insurance policy; to pay premiums or charges on life insurance from income or principal; and exercise any settlement options, rights or incidents of ownership the Trustee(s) may have over life insurance policies. In the event that this Trust Agreement is a Credit Trust, and in the event that any life insurance policies insuring the life of the surviving Trustor are transferred to the Credit Trust while the surviving Trustor is serving as Trustee(s) of the Credit Trust, the surviving Trustor shall: (a) have no right to exercise any incidents of ownership with regard to such policies; (b) have the right, in his or her capacity as Trustee(s), to disclaim such policies as an asset of the Credit Trust; and (c) if such policies remain in the Credit Trust, resign as Trustee(s) with regard to such policies and appoint a corporation or any individual other than himself or herself to serve as special Trustee(s) with regard to such policies;

15. To determine the market value of any investment for any purpose on the basis of such quotations or information as the Trustee(s) deem pertinent and reliable;

16. To make any distribution or division of the Trust Property in cash or in kind, or both, for any purpose and to any third party as determined by the Trustee(s), and to allocate or allot specific assets among or to the beneficiary on the basis of current values determined by the Trustee(s); subject however to the requirements established in this Trust Agreement;

17. To nominate, appoint, authorize and direct Successor Trustee(s), if and as required, to act for and on behalf of the Trustee(s) designated hereunder with all powers and authorizations enumerated hereunder in the handling, management and distribution of the Trust Property hereunder. To appoint one or more individuals to act for the Trustee(s) in all matters relating to the management of Trust Property including, but not limited to, directing a trust owned brokerage account, writing checks on trust checking and money market accounts, buying and selling securities of every nature, investing and reinvesting the Trust Property in bonds, stocks, common trust funds, mortgages, notes of any kind and managing real property held as Trust Property. The individual shall terminate such actions upon written cancellation of the individual by the Trustee(s), death, incapacity or resignation of the individual or upon the Trustee(s) who appointed such individual ceasing to be Trustee(s). The powers and rights of the individual described in this paragraph may be exercised by the individual only in a fiduciary capacity as set forth in Treasury Regulation §20.2041-1(b)(1), or any successor provisions thereto;

18. To take any action and to make any election to minimize the tax liabilities of this Trust and distribution of Trust Property to the beneficiaries, and subject to the terms and provisions of this Trust Agreement, to allocate the benefits among the various beneficiaries, and to make adjustments in the rights of any beneficiaries or between any income and principal accounts to compensate for the consequences of any tax election or any investment or administration decision that the Trustee(s) shall believe has had the effect of directly or indirectly preferring one (1) beneficiary or group of beneficiaries over others;

19. To apply for federal or state benefits and make applications to any governmental agency, including, but not limited to, Social Security Administration, long-term care, Medicaid, Medicare, Veterans Administration, Supplemental Social Security, Social Security Disability Insurance or any other program and/or agency to which Trustors may be entitled ("Governmental Benefits"); to endorse, deposit and apply for any checks and drafts made payable to Trustor(s) from any governmental agency for his/her/their benefit, including Social Security checks; to request and obtain any information, records and documents on behalf of the Trustors from any governmental agency; to utilize all lawful means to recover

such assets and rights, qualify Trustors for and claim benefits provided by such governmental agencies, to consider all rules, regulations and statutes regarding disqualifications or other adverse actions that may result from such gifting. Notwithstanding any provision to the contrary, if a Trustee(s) determines that it is in the best interests of the Trustor(s) to qualify for SSI benefits and/or similar Governmental Benefits, and it is foreseeable that failure to do so may cause health-related expenses to be incurred which may deplete Trust Property, and/or those of my spouse, the Trustee(s) is authorized to do the following:

a. To take any and all action, and sign any and all documents that the Trustee(s) determines to be necessary or advisable to minimize or eliminate a spend down of assets in order to qualify Trustor(s) for any Governmental Benefits, and/or to accelerate the time when Trustor(s) will so qualify, including but not limited to the following:

i. Executing agreements dividing or transmuting the community property of Trustor(s) into shares of separate property; or modifying existing agreements concerning the character of property owned by Trustor(s), including but not limited to, amending or revoking this Trust Agreement, if any, provided however, that any amendment, revocation or distribution shall be consistent with the previously existing dispositive provisions of that Trust, if any;

ii. Converting Non-Exempt Assets to Exempt Assets. For purposing of applying the foregoing: (a) The term "Exempt Assets" are the assets of the Trustor(s) which are exempt in determining my eligibility for Governmental Benefits; and (b) The term "Non-Exempt Assets" are those assets of the Trustor(s) which are not Exempt assets; and

iii. Allocating Exempt Assets and Non-Exempt Assets between the separate estate of Trustor(s) in the manner which minimizes or eliminates any spend-down requirements for qualification to receive any Governmental Benefits, and/or which accelerates the date when Trustor(s) is eligible for any Governmental Benefits.

b. Maximizing Trustor(s) Community Spouse Resource Allowance ("CSRA") and/or Minimum Monthly Maintenance Needs Allowance ("MMMNA") as those terms are defined in the Medicare Catastrophic Coverage Act, as amended ("MCCA"), or similar state law or regulations, including but not limited to:

i. Seeking judicial or administrative remedies to increase the CSRA and/or the MCCA, or for any other purpose;

ii. Acquisition of assets which would not be counted as a resource for purposes of determining eligibility, such as an annuity;

iii. Gifting of Exempt Assets or Non-Exempt Assets to Trustor(s) or to other persons, as may be necessary or advisable to carry out the purposes of this provision, even if a period of ineligibility for Governmental Benefits may result; and

iv. Selling, exchanging or otherwise disposing of Trustor(s) assets.

20. To make gifts to any one or more members of a class composed of the Trustors' descendants; provided however, that the amount of any gift or gifts to any one person in a calendar year shall not exceed the amount of the federal gift tax annual exclusion pursuant to §2503(b) and (e) of the Code. Gifting may include, but is not limited to, cash, securities, stocks, bonds, personal property and real property;

21. To be designated as the Health Care Advocate on behalf of the Trustors and any and all health information and/or documents relating to the Trustors may be released to the Trustee(s)/Successor Trustee(s), which information includes any written opinion relating to the incapacity of the Trustors. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 USC 1320d and 45 CFR 160-164, even if that person has not yet been appointed as Trustee(s)/Successor Trustee(s). The authority given my agent shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my Attorney-in-Fact has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider. When, in the process of determining the incapacity of the Trustors, all individually identifiable health information, medical records and/or other health care documentation may be released to the Trustee(s)/Successor Trustee(s). The Trustors authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to either Trustor or that has paid for or is seeking payment from a Trustor for such services, to give, disclose and release to my Trustee(s)/Successor Trustee(s), without restriction; all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, to include all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse;

22. To apportion receipts and disbursements of the trust between principal and income in accordance with the provisions of the Arizona Revised Uniform Principal and Income Act, as set forth in Title 14 of Arizona Revised Statutes; provided, however, distributions received from any qualified retirement plan (as defined in §4974(c) of the Code), shall be apportioned to principal, except as provided herein; provided, however, that if stock of an S-corporation (formed pursuant to the provisions of the Code, subtitle A, chapter 1, subchapter S) is held as part of the Trust Estate, the term "income" as used herein, shall have the same meaning as it does under §643(b) of the Code, if such is deemed appropriate by the Trustee(s) in its sole discretion, and the Trustee(s) shall allocate income and principal hereunder in such a way that the trusts created hereunder meet the requirements of a trust which is qualified to be a shareholder of an S-corporation under §1361 of the Code;

23. The Trustee(s) shall make such elections under the tax laws as the Trustee(s) deems advisable, without regard to the relative interests of the beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections under the tax laws made by a Trustor's Personal Representative or by the Trustee(s). If a trust created hereunder is the beneficiary of any qualified retirement plan (as defined in §4974(c) of the Code), and if the Trustee(s) has the discretion under such qualified retirement plan concerning the manner in which the qualified retirement plan proceeds are to be distributed, the Trustee(s) shall elect to have such proceeds distributed in a manner that will minimize the combined federal and state income and estate taxes, taking into consideration all relevant facts and circumstances known to the Trustee(s) at the time of such election. In making an election under the provisions of this Paragraph, the Trustee(s) is specifically authorized to elect to have the amounts paid over a period of time even though such payments may extend beyond the termination of such trust;

24. If the Trustee(s) is named as the beneficiary of retirement plan benefits that are subject to the minimum distribution rules of §401(a)(9) of the Code, and if under the circumstances existing at date of death the benefits or the right to receive the benefits may continue to be held in trust (and for this purpose the survival of the beneficiaries for any post-death survivorship period shall be presumed), then if (a) the participant dies prior to his required beginning date (as that term is used in §401(a)(9) of the Code), or (b) the participant dies on or after the required beginning date and if this trust is a "designated beneficiary"

so that the joint life expectancies of the beneficiaries and the participant are being used for purposes of the minimum distribution rules, then, in either case (a) or (b), the following rules apply:

a. Such retirement plan benefits shall not be used to pay debts or expenses or pecuniary bequests. Further, the rules otherwise applicable to apportionment and abatement of death taxes are hereby expressly limited to provide that in no event shall retirement plan benefits be used to pay death taxes.

b. If the Trust Estate is divided into fractional shares, the interests of the Trustee(s) (and the beneficiaries) of a particular trust in retirement plan benefits shall be likewise divided, proportionately.

c. It is the purpose of these rules to insure that the trust is considered irrevocable and that the beneficiaries of the trusts be identifiable, so that the life expectancies of the beneficiaries may be used to calculate the minimum distributions required by §401(a)(9) of the Code, and this paragraph shall be interpreted with this intent being paramount to any other direction in it.

25. To have access to any safe deposit box in the name of the Trustors;

26. To have access to and re-direct mail on behalf of the Trustors;

27. To refuse to respond to the request of a beneficiary (other than a qualified beneficiary) for a copy of the Trust Agreement and for other information related to the administration of the Trust, shall be in Trustee's discretion;

28. If the Trustor is applying to for long term care or its equivalent, for assistance and for qualification for such benefits, and if the Trust must be amended, revoked or assets transferred out of the Trust into the name of the Trustor, the Trustee(s) shall have the power to amend, revoke or transfer assets out of the Trust. A Trustee(s) may not exercise this power for any purpose which would be an exercise of a Code §2041 general power of appointment by a Trustee(s);

29. Pursuant to Arizona Revised Statutes, Title 14, Chapter 11, Arizona Trust Code, and successor statutes, a Trustee may keep the Qualified Beneficiaries of the Trust reasonably informed about the administration of the Trust and of the material facts necessary for them to protect their interests. Unless the Trustee determines that it is unreasonable under the circumstances to do so, a Trustee shall promptly respond to a Beneficiary's request for information related to the administration of the Trust;

30. A Trustee, on request of a Beneficiary, shall promptly furnish to the Beneficiary a copy of the portions of the Trust Agreement that are necessary to describe the Beneficiary's interest;

31. A Trustee, within sixty (60) days after accepting a trusteeship, shall notify the Qualified Beneficiaries of the acceptance and of the Trustee's name, address and telephone number;

32. A Trustee, within sixty (60) days after the date the Trustee acquires knowledge of the creation of an irrevocable trust or the date the Trustee acquires knowledge that a formerly revocable trust has become irrevocable, whether by the death of the Trustor or otherwise, shall notify the Qualified Beneficiaries of the Trust's existence, of the identity of the Trustor(s), of the Trustee's name, address and telephone number, of the right to request a copy of the relevant portions of the Trust Agreement and of the right to a Trustee's report as provided below;

33. A Trustee shall notify the Qualified Beneficiaries at least thirty (30) days in advance of any change in the method or rate of the Trustee's compensation;

34. A Trustee shall send to the distributees or permissible distributees of the trust income or principal and to other beneficiaries who request it, at least annually and at the termination of the Trust, a report of the Trust Property, liabilities, receipts and disbursements, including the source and amount of the Trustee's compensation, a listing of the Trust assets, and if feasible, their respective market values. On a vacancy in a trusteeship, unless a co-trustee remains in office, a report must be sent to the Qualified Beneficiaries by the former Trustee. A personal representative, conservator or guardian may send the Qualified Beneficiaries a report on behalf of a deceased or incapacitated Trustee;

35. A beneficiary may waive the right to a trustee's report or other information otherwise required to be furnished under this section. A beneficiary, with respect to future reports and other information, may withdraw a waiver previously given;

36. The Trustee shall notify Qualified Beneficiaries of a proposed transfer of the Trust's principal place of administration at least sixty (60) days before initiating the transfer;

37. After notice to Qualified Beneficiaries, and except as to easements for conservation or preservation, the Trustee, if not an interested trustee, may terminate a Trust that consists of Trust Property having a total value of less than One Hundred Thousand (\$100,000.00) Dollars or that is uneconomic to administer if the Trustee concludes that the value of the Trust Property is insufficient to justify the cost of administration;

38. No notice is required if the Trustee combines two (2) or more trusts into a single trust or divides a trust into two (2) or more separate trusts, if the result does not impair rights of any beneficiary or adversely affect achievement of the purposes of the trust;

39. A trustee must give at least thirty (30) days notice of resignation to Qualified Beneficiaries, any living Trustor, and to all co-trustees. Any liability of a resigning trustee or of an sureties on the trustee's bond for acts or omissions of the trustee is neither discharged nor affected by the trustee's resignation;

40. On termination or partial termination of a trust, the Trustee may, but shall not be required to, send the beneficiaries a proposal for distribution. The right of any beneficiary to object to the proposed distribution terminates if the beneficiary does not notify the trustee of an objection within thirty (30) days after the proposal is sent, but only if the proposal informed the beneficiary of the right to object and of the time allowed for objection; and

41. If the Trustee intends to: (a) convert a net income trust to a unitrust, (b) convert a unitrust to a net income trust, (c) change the percentage used to calculate the unitrust amount, or (d) change the method used to determine the fair market value of the trust, then the Trustee must issue notice to certain beneficiaries and others as required by the provisions of A.R.S. §14-11014 or successor statute.

H. Notwithstanding anything contained herein to the contrary, if at any time the Trust contains any stock of a corporation which elects or has elected treatment as an "S-Corporation" as defined by §1361(a)(1) of the Code (or any corresponding successor statute), such stock will be segregated from the other assets of such trust and treated as a separate trust. The Trustee(s) will further divide the separate trust into shares for each Residual Beneficiary and such shares will be distributed outright or held in trust as herein provided. In addition, all other provisions of this Trust Agreement will apply to each share held in trust (and

constituting a separate trust) except that the Trustee(s) will distribute all of the income from each separate trust to its beneficiary in convenient installments at least annually. It is the Trustors' intent that each separate trust will be recognized as a Qualified Subchapter S Trust ("QSST") under §1361(d)(3) of the Code (or any corresponding successor statute). Notwithstanding anything contained herein to the contrary, the Trustees' powers and discretions with respect to the administration of each separate trust (including methods of accounting, bookkeeping, making distributions and characterizing receipts and expenses) will not be exercised or exercisable except in a manner consistent with allowing each separate trust to be treated as a QSST as described above.

I. If a Marital Trust is created hereunder is intended to be a trust which qualifies to be a shareholder of an S-corporation, and the Trustee(s) is authorized to make such decisions and take such action as is necessary to qualify and maintain the qualification of such trust as a trust which qualifies to be a shareholder of an S-corporation until such time as the Trustee(s), in its sole discretion, determines that qualification is no longer in the best interests of the trusts and its beneficiaries.

J. The Trustee(s) is hereby granted the authority to remove S-corporation stock from any trust created hereunder which does not qualify as an S-corporation shareholder, and either to allocate such stock to a trust which qualifies as an S-corporation shareholder under §1361 of the Code or transfer such stock outright to an individual beneficiary.

K. Until the Trustee(s) shall have written notice of any event or the existence of any document upon which the right to payments under this Trust Agreement may depend, the Trustee(s) shall incur no liability for disbursements made in good faith to persons whose interest may have been affected by that event or by the existence of such document. In addition, the Trustee(s), acting in such capacity, shall not be liable for any loss or damage occurring or adversely affecting the Trust Property, unless such loss or damage is a result of any willful misconduct, wrongdoing or gross negligence of such Trustee(s). The Trustee(s) shall not be liable to any person beneficially interested in the Trust Property for any loss or depreciation which may arise from any investment retained or made in accordance with the terms and provisions of this Trust Agreement, or which may be occasioned by the exercise of any discretion authorized by this Agreement.

L. The Trustee(s) may at any time and from time to time petition any appropriate Court to have an accounting of the Trust Property.

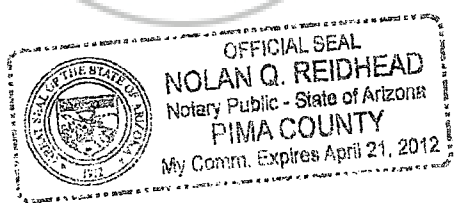
DATED: November 15, 2011.

Harold B. Balkow
HAROLD B. BALKOW
Trustor and Trustee

Phyllis L. Balkow
PHYLLIS L. BALKOW
Trustor and Trustee

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me on November 15, 2011, by **HAROLD B. BALKOW** and **PHYLLIS L. BALKOW**, in the capacity of Trustors and Trustees.



Nolan Q. Reidhead
Notary Public

State of Nevada Declaration of Value

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument # _____	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

1. **Assessor Parcel Number(s)**
 a) A ptn of 1318-15-817-001 _____
 b) _____
 c) _____
 d) _____

2. **Type of Property:**
 a) Vacant Land b) Single Fam. Res.
 c) Condo/Twnhse d) 2-4 Plex
 e) Apt. Bldg. f) Comm'l/Ind'l
 g) Agricultural h) Mobile Home
 i) Other _____

3. **Total Value/Sales Price of Property:** \$ _____
 Deed in Lieu of Foreclosure Only (value of property) \$ _____
 Transfer Tax Value per NRS 375.010, Section 2: \$ _____
 Real Property Transfer Tax Due: \$ 0.00

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per NRS 375.090, Section: # 7 _____
 b. Explain Reason for Exemption: Out of the trust without consideration

5. **Partial Interest: Percentage being transferred:** 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Phyllis L. Zang-Balkow Capacity Self

Signature Phyllis L. Zang Capacity Self

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Phyllis L. Zang-Balkow
 Address: 2434 E. 9th St
 City: Tucson
 State: AZ Zip: 85719

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Phyllis L. Zang
 Address: 2434 E. 9th St
 City: Tucson
 State: AZ Zip: 85719

COMPANY REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____