

APN# 42-180-09



SHAWNYNE GARREN, RECORDER

Recording Requested by/Mail to:

Name: MICHAEL S. CHIELPEGIAN, Esq.

Address: 5200 North Palm Avenue, Suite 201

City/State/Zip: Fresno, California 93704

Mail Tax Statements to:

Name: CHIELPEGIAN COBB, LLP

Address: 5200 North Palm Avenue, Suite 201

City/State/Zip: Fresno, California 93704

**AFFIDAVIT OF DEATH**

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording  
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

*Michael Chielpegian*

Signature

**MICHAEL S. CHIELPEGIAN**

Printed Name

This document is being (re-)recorded to correct document # \_\_\_\_\_, and is correcting

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AFFIDAVIT OF DEATH  
(Probate Code Section 210)

STATE OF NEVADA  
COUNTY OF DOUGLAS

PATRICK K. MONAHAN, JR. and ANN P. MONAHAN, of legal age and Co-Trustees of the DOLORES MONAHAN TRUST under Declaration of Trust dated June 10, 1996 (the "Trust"), being first duly sworn, depose and say:

1. That we are the current Co-Trustees of the Trust established by DOLORES MONAHAN created on June 10, 1996, amended and restated on September 15, 2016, as amended on February 10, 2020, and as amended on June 7, 2022.

2. Attached as Exhibit "A" is a true and correct copy of the portion of the Trust Agreement, which provides that the declarants are the acting Trustees and which lists the powers of the trustees.

3. The Trust is irrevocable.

4. Title to assets of this trust should be taken as "PATRICK K. MONAHAN, JR. and ANN P. MONAHAN, Co-Trustees of the DOLORES MONAHAN TRUST under Declaration of Trust dated June 10, 1996."

5. The trust has not been revoked, modified or amended in any manner that would cause the representations contained in this certification to be incorrect.

6. That Dolores Vallejo Monahan, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as Dolores Monahan named as one of the parties in that certain Grant Deed dated June 10, 1996, executed by Dolores Monahan, a widow, to Dolores Monahan, Trustee of the DOLORES MONAHAN TRUST under Declaration of Trust dated June 10, 1996, recorded as Instrument Number 391447/BK0796PG0750 on July 5, 1996, in the Official Records of County of Douglas, State of Nevada, regarding real property and legally described as follows:

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SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN.

APN: 42-180-09

DOLORES MONAHAN TRUST under  
Declaration of Trust dated June  
10, 1996

Dated: 7/13, 2023.

  
PATRICK K. MONAHAN, JR., Co-  
Trustee

Dated: June 27, 2023.

  
ANN P. MONAHAN, Co-Trustee



**CALIFORNIA JURAT WITH AFFIANT STATEMENT**  
**GOVERNMENT CODE §8202**

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

State of California            )  
County of Fresno            )

Subscribed and sworn to (or affirmed) before me on this 27th day of June, 2023, by ANN P. MONAHAN, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Krystal C. Sullivan", written over a horizontal line.

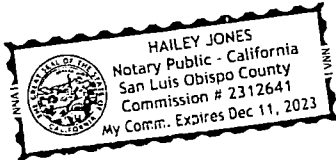
# CALIFORNIA JURAT

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

State of California )  
County of SAN LUIS OBISPO )

Subscribed and sworn to (or affirmed) before me on this 13<sup>TH</sup> day  
of July, 20 23, by PATRICK K. MONTANAN, JR.

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



Signature H. Jones

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

This certificate is attached to a document titled/for the purpose of

AFFIDAVIT OF DEATH

containing 1 pages, and dated 07/13/2023

### Additional Information

#### Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:

form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # 9 Entry # 2

Notary contact: 805-773-5106

#### Other

Affiant(s) Thumbprint(s)  Describe: \_\_\_\_\_

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY of FRESNO

DEPARTMENT OF PUBLIC HEALTH
FRESNO, CALIFORNIA

3052022180358

CERTIFICATE OF DEATH

3202210005216

Form containing fields for Decedent's Personal Data, Usual Residence, Informant, Spouse/Parent Information, Funeral Director, Place of Death, Cause of Death, Physician's Certification, and Coroner's Use Only.

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF FRESNO

This is a true and exact reproduction of the document officially registered and placed on file in the Vital Records Section, Fresno Co. Department of Public Health.

AUG 10 2022



Rais Vohra MD
RAIS VOHRA, M.D.

FRESNO COUNTY LOCAL REGISTRAR

DATE ISSUED

This copy not valid unless prepared on engraved border displaying date, seal and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



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AMENDED AND RESTATED  
DECLARATION OF TRUST

DOLORES MONAHAN TRUST

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DOLORES MONAHAN, herein called the "Trustee" or the "Settlor" depending upon the context, of that certain trust known as the DOLORES MONAHAN TRUST established under Declaration of Trust dated June 10, 1996 (herein "Original Trust"), as amended, hereby revises, amends and restates the Original Trust, as amended, in its entirety as provided in this Amended and Restated Declaration of Trust.

This Amended and Restated Declaration of Trust is a continuation of the Original Trust, and all assets previously transferred to the Original Trust shall remain assets of this Amended and Restated Declaration of Trust. All past and future references to the trust established under the Original Trust shall mean and shall refer to this Amended and Restated Declaration of Trust.

The Trustee and Settlor hereby declares and agrees that each and every provision of the Original Trust shall be further amended, restated, superseded and replaced by the following terms and provisions of this Amended and Restated Declaration of Trust (herein "Trust").

The Settlor declares that she is a widow and was married to PATRICK KERIAN MONAHAN, SR., deceased. The Settlor declares that she has five (5) children of her marriage to PATRICK KERIAN MONAHAN, SR., namely MARIA CRISTINA MONAHAN-BREMER, PATRICK KERIAN MONAHAN, JR., TERESA MARIE KIRKORIAN, ANN PEGEEN MONAHAN and STEFANIE KAY MONAHAN. As used in this instrument, the terms "child" and "children," as they relate to the Settlor, shall mean and include only the Settlor's above-named children and any other children hereafter born to or adopted by the Settlor.

**EXHIBIT A**

the remaining Trustee or Trustees is not permitted by the Trust or California Probate Code § 16336(b).

B. Payment to Disabled Beneficiary. Any payments of income or principal which the Trustee is authorized hereunder to make to any Beneficiary may, during any period in which such Beneficiary is disabled, be made either to the guardian or the conservator of the person or estate of the Beneficiary or directly to such Beneficiary, and all such payments shall be a full discharge to the Trustee hereunder, and no order of court shall be required for such purpose.

C. Notice of Events. Unless the Trustee received written notice of any birth, death, marriage, or other event upon which the right to receive payments from the Trust Estate may depend, the Trustee shall incur no liability for disbursements of principal or income made in good faith to any person whose interest may have been affected by that event.

D. Choice of Accounting Period. With respect to the Trust, the Trustee shall have the power to select the applicable accounting and tax reporting period, which may be either a calendar or fiscal year.

E. Spendthrift Provision. No Beneficiary of any trust created hereunder shall have any right, power, or authority to sell, assign, pledge, mortgage, or in any other manner to encumber, alienate, or impair all or any part of his or her interest in the trust or in the principal or income of the trust. The beneficial and legal interest in, and the principal and income of, the trust and every part of it shall be free from the interference or control of any creditor of any Beneficiary of the trust and shall not be subject to the claims of any such creditor nor liable to attachment, execution, bankruptcy, or any other process of law. The income and principal of the trust shall be paid over to the Beneficiary in person, or, in the event of the minority or incompetency of any Beneficiary, to the guardian of the person of that Beneficiary, or to or for the benefit of that Beneficiary, in such manner as in the Trustee's discretion seems most advisable, at the time and in the manner provided by the terms of the trust, and not upon any written or oral order nor upon any assignment or transfer by the Beneficiary nor by operation of law.

SEVENTH: Powers of the Trustee. To carry out the purposes of the Trust established hereunder, subject to any limitations stated elsewhere in this instrument, and subject always to the proper discharge of its fiduciary obligations, the Trustee shall have the following powers in addition to powers from time to time conferred upon it by law and by necessary implication from an interpretation hereunder. The Trustee's exercise of such powers shall be binding



on all persons interested in the Trust or the Trust Estate. All of these powers in the discretion of the Trustee may be exercised by it without notice to any interested person and without the necessity of securing a court order therefor.

A. General Powers.

1. General Investment Powers. The Trustee may, in the Trustee's discretion, invest and reinvest Trust 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; preferred or common stocks; shares of investment trusts, investment companies and mutual funds; life insurance policies; notes, real estate, bonds, debentures, mortgages, deeds of trust, mortgage participations, market funds and index funds appropriate under the then prevailing circumstances, specifically including, but not limited to, the following circumstances set out in California Probate Code § 16047(c):

- (i) General economic conditions.
- (ii) The possible effect of inflation or deflation.
- (iii) The expected tax consequences of investment decisions or strategies.
- (iv) The role that each investment or course of action plays within the overall Trust portfolio.
- (v) The expected total return from income and the appreciation of capital.
- (vi) Other resources of the Beneficiaries known to the Trustee as determined from information provided by the Beneficiaries.
- (vii) Needs for liquidity, regularity of income, and preservation or appreciation of capital.
- (viii) An asset's special relationship or special value, if any, to the purposes of the Trust or to one (1) or more of the Beneficiaries.

In doing so, the Trustee shall exercise care, skill and caution to attain the Settlor's goals under this instrument. The Trustee shall consider individual investments as part of an overall investment strategy having risk and return objectives reasonably suited to the purposes of the Trust. The Trustee's investments may include stock in,

or any common trust fund administered by the Trustee, or stock in any entity owned by the Trustee or that owns the Trustee.

2. Investment Funds. The Trustee is empowered to invest in mortgage participations, and in shares of investment trusts, investment companies, mutual funds, and money market funds which persons of prudence, discretion and intelligence acquire for their own account.

3. Deposits. The Trustee has the power to deposit Trust funds at reasonable interest in any of the following accounts: (i) an insured account in a financial institution; or (ii) to the extent that the account is collateralized, an account in a bank, an account in an insured savings and loan association, or an account in an insured credit union. "Account" shall mean and include, without limitation, the purchase of investment certificates, certificates of deposit, and treasury bills.

The Trustee may deposit Trust funds pursuant to the foregoing in a financial institution operated by, or that is an affiliate of, the Trustee. For the purpose of this paragraph, "affiliate" means a corporation that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another domestic or foreign corporation.

This section shall not limit the power of the Trustee in a proper case to deposit Trust funds in an account described above that is subject to notice or other conditions respecting withdrawal prescribed by law or governmental regulation.

Notwithstanding the foregoing, the Trustee may also deposit Trust funds in accounts in financial institutions in amounts greater than the maximum insured or collateralized amount if the Trustee, in the Trustee's sole discretion, believes it is prudent to do so.

The Trustee may also hold an amount of Trust property reasonably necessary for the orderly administration of the Trust in the form of cash or in a checking account without interest.

4. Power to Retain Property and Business. The Trustee may continue to hold any securities or other property and may operate at the risk of the Trust Estate any business that the Trustee receives or acquires under the Trust as long as the Trustee, in the Trustee's discretion, considers advisable.

5. Power to Abandon Property. The Trustee may abandon any property or interest in property belonging to the Trust when, in the Trustee's discretion, such abandonment is in the best interests of the Trust and its Beneficiaries.

6. Power to Manage Securities. The Trustee shall have all the 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; the Trustee is authorized to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to this participation, to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee, in the Trustee's discretion, considers advisable; and the Trustee may exercise or sell stock subscription or conversion rights.

7. Power to Hold Securities in Nominee's Name. The Trustee is authorized 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.

8. Power to Sell, Exchange and Repair. The Trustee is empowered to manage, control, grant options on, sell (for cash or on deferred payments within or beyond the term of the Trust), convey, exchange, partition, divide, liquidate, improve, and repair Trust property.

9. Power to Purchase Bonds at Premium. The Trustee may purchase bonds and may 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 to principal out of the interest on the bond and, to the extent necessary, out of the proceeds on the sale or other disposition of the bond.

10. Power to Purchase Bonds at Discount. The Trustee may purchase bonds at such discount as the Trustee, in the Trustee's discretion, considers advisable; provided, however, that each discount shall be accumulated periodically as interest in such reasonable manner as the Trustee shall determine and to the extent necessary paid out of the proceeds on the sale or other disposition of the bond or out of principal.

11. Power to Borrow and Guarantee. The Trustee may, in the Trustee's discretion, borrow money and encumber Trust property by mortgage, deed of trust, pledge or otherwise, for the debts of the Trust, the joint debts of the Trust and a co-owner of the property in which the Trust has an interest, or the Settlor's debts, or guarantee the Settlor's debts.

12. Power to Insure. The Trustee may carry insurance of such kinds and in such amounts as the Trustee, in the Trustee's discretion, considers advisable, at the expense of the Trust, to protect the Trust Estate and the Trustee personally against any hazard.

13. Power to Commence or Defend Litigation and to Compromise. The Trustee is empowered 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 considers advisable, at the expense of the Trust, to protect the Trust Estate and the Trustee personally against any hazard.

B. Specific Powers.

1. Employment of Real Estate Brokers. The Trustee may (i) employ real estate agents and brokers to facilitate the sale or leasing of any property of the Trust Estate; (ii) list property for sale or lease on such terms and conditions as the Trustee may determine; (iii) grant an exclusive right to sell or lease; and (iv) agree to pay such compensation and commissions to agents and brokers as the Trustee, in the Trustee's discretion, shall determine.

2. Sales at Auction. The Trustee may enter into a written contract with any bona fide auctioneer authorized to act in the locality to conduct a sale by auction and to secure purchasers by that method for any tangible personal property of the Trust Estate. The contract may provide that tangible personal property of two (2) or more estates being administered by the Trustee may be sold at the same sale. The Trustee shall either (i) fix a minimum price below which the property shall not be sold, which price shall not be less than ninety percent (90%) of the fair market value of the property at the time of sale, or (ii) require that the property be offered with reserve.

3. Power to Subordinate. The Trustee is authorized to subordinate any encumbrance on property that the Trust may hold if, in the Trustee's discretion, subordination does not unreasonably impair the security held for the loan or obligation.

4. Power to Foreclose and to Bid on Property. The Trustee is empowered to bid for and purchase any real or personal property in which the Trustee may have an interest as lienholder or otherwise, and which is sold at foreclosure sale or at a trustee's or pledgee's sale, under any mortgage or deed of trust, or any judicial sale. The Trustee may also acquire by purchase at any foreclosure sale, or by deed in lieu of any foreclosure or sale, property covered by any mortgage, deed of trust, or pledge then in default, and the property may be accepted in partial or full satisfaction of the encumbrances against the property.

5. Power to Employ Agents and Delegate Investment Discretion. The Trustee is authorized to employ attorneys, accountants, investment advisors, specialists and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust Estate, and to delegate to said

manager investment discretion. Such appointment shall include the power to acquire and dispose of such assets. The Trustee may charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against the Trust Estate.

The Trustee may employ one (1) or more agents to perform any act of administration, whether or not discretionary, including attorneys, accountants, investment managers or others, as the Trustee shall deem necessary or advisable.

6. Power to Execute and Deliver Documents; Less Than All Signatures. The Trustee shall make, execute and deliver on behalf of the trusts any and all documents necessary to carry out any of the powers herein given or otherwise conferred by law. All Co-Trustees' signatures shall be required on bank accounts or on any other document, unless, for convenience, the Co-Trustees direct in writing and so notify the third party dealing with the Co-Trustees that any one (1) or more of the Co-Trustees (but some number less than all) may sign on a bank account or execute any other document on behalf of the trusts. When so directed by the Co-Trustees, the signature of any one (1) or more of the Co-Trustees (but some number less than all) shall bind the trusts and be sufficient on bank accounts. No third party shall be required to inquire or investigate regarding the authenticity or validity of such written directions. Any such written directions may be revoked by any Co-Trustee at any time. A Co-Trustee's revocation shall be in writing and delivered to the other Co-Trustees and the third party acting pursuant to the written directions.

7. Disagreement of Co-Trustees. If all Co-Trustees cannot agree upon the exercise of any administrative power or discretion conferred upon them, the decision of a majority of them in respect thereto shall be binding and conclusive on all persons interested beneficially or otherwise therein. If a majority of the Co-Trustees cannot agree upon the exercise of any administrative power or discretion conferred upon them, then the Co-Trustees shall appoint a single independent arbiter for the sole purpose of deciding the issue in dispute. If the Co-Trustees cannot agree upon a mutually agreeable arbiter, then any Co-Trustee shall petition the Superior Court for instructions. The arbiter shall have the power to decide the issue in dispute, and the arbiter's decision shall be binding and conclusive on all Co-Trustees and on all persons interested beneficially or otherwise therein.

8. Powers Relating to Allocation, Division and Distribution of Trust Property. The Trustee, on any allocation, division, or distribution of the property in the Trust Estate, shall have the power to partition, allot, and distribute the Trust assets, pro rata or non- pro rata, in kind, including undivided interests in the Trust assets or any part of them, or partly in cash and partly in kind, or entirely in cash, in the Trustee's discretion.

9. Powers of Trustee Exercisable Without Necessity of Securing Court Orders or Providing Notices to Interested Persons. The Trustee may exercise any of the powers conferred upon it without first being required to provide public or private notice to any interested person and without the necessity of securing a court order therefor.

10. Power to Withhold Payment if Conflicting Claims Arise. The Trustee may withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this Trust, 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 Trust Estate.

11. Market and Index Funds; Calls, Puts and Options. The Trustee shall have the power to invest in market funds, money market funds, securities, instruments and index funds. The Trustee shall also have the power to buy or sell calls, puts and options.

12. Margin Accounts. The Trustee is authorized to buy, sell and trade in securities of any nature, including short sales and puts, and on margin, and for such purposes may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by them with such brokers as securities for loans and advances made to the Trustee.

13. Release of Powers. The Trustee shall have the power to disclaim or to release or to restrict the scope of any power that it may hold in connection with the Trust, whether said power is expressly granted herein or implied by law. The Trustee shall exercise this power in a written instrument specifying the powers to be disclaimed, released or restricted and the nature of any such restriction. Any disclaimed or released power shall pass to and be exercised by the next successor Trustee who is not a Beneficiary hereunder.

14. Additions to Trust. Any other property acceptable to the Trustee may be added to the Trust by any person, by the will or codicil of the Settlor, by the assignment of any life insurance policy or receipt of the proceeds thereof, or otherwise.

15. Power to Lend. The Trustee may lend money to any person, including the probate estate of the Settlor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

16. Power to Purchase Property from Settlor's Probate Estate. The Trustee may purchase property at its fair market value, as determined by the Trustee in the Trustee's discretion, from the probate estate of the Settlor.

17. Trustee's Power to Loan to, Buy From, and Sell to Trust Individually. The Trustee is authorized 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; to purchase assets of the Trust at their fair market value as determined by an independent appraisal of those assets; and to sell property to the Trust at a price not in excess of its fair market value as determined by an independent appraisal.

18. Power to Pay Death Taxes. Except as specifically provided to the contrary in this instrument, the Trustee is authorized to pay federal estate tax or state inheritance tax, if any, imposed by inclusion of any portion of the Trust Estate in the gross taxable estate of the Settlor.

19. Limitation of Powers. Notwithstanding any other provision of this Trust, any power granted to a Trustee who is a Beneficiary hereunder which would cause all or any portion of the Trust Estate to be includible in the estate of such Trustee for federal estate tax purposes, if such Trustee were to die while holding such power or allowing such power to lapse, and any power the exercise or failure to exercise of which would result in the making of a gift by such Trustee for federal gift tax purposes, shall be void with respect to such Trustee and shall be exercised only by a successor Trustee who is not a Beneficiary hereunder.

20. Power of Early Termination. The Trustee, in its absolute discretion, may terminate in part or in whole any or all trusts established hereunder if the Trustee believes that such termination is in the best interests of the Beneficiaries and consistent with the Settlor's intention. Upon partial termination of a trust, the Trustee shall distribute to the Income Beneficiary or Income Beneficiaries principal in an amount equal to the terminated portion and accumulated income, if any, outright and free of trust. Upon termination of a trust in whole, the Trustee shall distribute to the Income Beneficiary or Income Beneficiaries the entire principal and accumulated income, if any, outright and free of trust. **This power of early termination may not be exercised by a Trustee who is a Beneficiary of such trust.**

21. Discretionary Administrative Trusts. Upon the death of the Settlor, the Trustee may, in the Trustee's discretion, create an interim administrative trust that the Trustee deems appropriate and hold the Trust Estate, including any additions thereto by reason of the Settlor's death, in such administrative trust. Likewise, upon the subsequent death of the Beneficiary of any separate trust hereunder, the Trustee may create any interim administrative trusts as the Trustee deems appropriate for the orderly administration and distribution of such trusts. The Trustee may (i) pay all taxes and expenses relating to the administrative trust, and (ii)

distribute the balance of the administrative trust, in single distributions or in a series of partial distributions, as provided in this ARTICLE SEVENTH. If distribution is to one (1) or more trusts, then until full distribution has been made to any such trust, the Trustee of the administrative trust may pay to any Beneficiary of such trust such amounts of income and/or principal as are consistent with the terms of such trust. Such payments shall be in lieu of and thus credited toward the income and/or principal remaining to be distributed to such trust. No payment shall be made to any Beneficiary of any such trust which exceeds the amount of income and/or principal then remaining to be distributed to such trust as provided herein, nor shall any payment of income and/or principal be made to any Beneficiary of any such trust which exceeds the amount which might properly be distributed to such Beneficiary at that time under the terms of such trust. The administrative trust shall be deemed to be terminated when all of the assets of the administrative trust have been used to pay expenses or distributed among the beneficiaries identified or subtrusts established, as appropriate, under ARTICLE FIFTH of this instrument, except for a reasonable amount which may be set aside for the payment of unascertained or contingent liabilities and expenses (excluding any claim by a Beneficiary in his or her capacity as such).

22. General Rights, Immunities, and Duties of Trustee. The general rights, immunities, and duties of the Trustee, except as otherwise provided by law or otherwise provided herein, shall be as follows:

(a) Waiver of Bond. For the performance of duties in any capacity in any jurisdiction, there shall be no bond or other security required of any Trustee serving under this instrument.

(b) Resignation. Any Trustee hereunder may at any time resign from the trusteeship.

(c) Compensation. The Trustee shall be entitled to receive reasonable compensation, payable in quarterly or other convenient installments, for the performance of usual services in the administration of the trust, and shall be further entitled to receive from time to time additional reasonable compensation for extraordinary services rendered in the administration of the Trust.

(d) Right of Reimbursement for Losses. Except in the case of a material breach of fiduciary duties owing to one or more of the Beneficiaries and remaindermen of the Trust, the Trustee shall be reimbursed from the income and/or principal of the Trust for any loss, liability or expense incurred by reason of ownership, holding, operation or management by the Trustee of any property received or held in Trust, including, but not limited to, any reasonable attorneys' fees. In the event any Trustee incurs tort liability



to a third person in the conduct of Trust administration where, as a matter of law, it is determined that both the Trust Estate and the Trustee are jointly or jointly and severally liable for damages incurred, such Trustee may secure full reimbursement therefor from the principal and income of the Trust Estate.

(e) Exoneration of Trustee. The Trustee shall not be liable for any losses or expenses suffered by the Trust Estate, including, but not limited to, any losses or expenses related to any business entity owned or controlled by the Trust, except such loss or expense as shall have been occasioned by the Trustee's fraud, bad faith, breach of trust or gross negligence.

EIGHTH: Perpetuity Limitation. Unless sooner terminated in accordance with other provisions of this instrument, any trust created under this Declaration of Trust shall terminate ninety (90) years after its creation. 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 payments.

NINTH: Omitted Heir Provision. Except as otherwise provided in this instrument, the Settlor has intentionally and with full knowledge of the consequences omitted to provide herein for any of the Settlor's heirs living at the time of the Settlor's death.

TENTH: Settlor's Expenses and Taxes. On the death of the Settlor, the Trustee may, in the Trustee's discretion, pay out of the principal of the Trust, the Settlor's debts, last illness and funeral expenses, attorneys' fees, other probate expenses, other costs incurred in administering the Settlor's probate estate, and estate and inheritance taxes, including interest and penalties arising

on the death of the Settlor. Any such payments for estate or inheritance taxes shall be charged to and paid in accordance with ARTICLE ELEVENTH hereof.

ELEVENTH: Payment of Taxes. Except as otherwise specifically provided in this instrument, or in the Will of the Settlor, any estate taxes imposed on or by reason of the inclusion of any portion of the Trust Estate in the gross taxable estate of the Settlor under the provisions of any federal or state tax law shall be paid by the Trustee and charged to, prorated among, or recovered from the Trust Estate or the persons entitled to the benefits under this Trust (including subtrusts) as and to the extent provided by California Probate Code §§ 20100 through 20225 and related sections.

TWELFTH: Successor Trustees.

A. Appointment of Successor Trustees. If DOLORES MONAHAN shall for any reason fail to qualify or cease to act as Trustee, then PATRICK KERIAN MONAHAN, JR. and ANN PEGEEN MONAHAN shall serve as Co-Trustees. If either PATRICK KERIAN MONAHAN, JR. or ANN PEGEEN MONAHAN shall for any reason fail to qualify or cease to act as a Co-Trustee, then TERESA MARIE KIRKORIAN and the other Co-Trustee shall serve as Co-Trustees. If any two (2) members of the group composed of PATRICK KERIAN MONAHAN, JR., ANN PEGEEN MONAHAN and TERESA MARIE KIRKORIAN shall for any reason fail to qualify or cease to act as Co-Trustees, then the remaining member of such group shall act alone as the sole Trustee. The term "Trustee" as used in this Declaration of Trust shall include any Trustee named hereinabove.

If the Trustee cannot administer the Trust because of physical or mental incapacity, or otherwise cannot act, during any period of incapacity, any of the successor trustees named herein, in the manner set forth in this ARTICLE TWELFTH, shall act as trustee, having all rights and powers granted to the Trustee by this instrument. Physical or mental incapacity shall be presumptively established if two (2) doctors, authorized to practice medicine in the state of the Trustee's residence, issue written certificates to that effect. If the Settlor is the Trustee or a Co-Trustee, when in the process of determining such Trustee's incapacity, all individually identifiable health information and medical records may be released to the person nominated as successor Trustee, including any written opinion relating to such Trustee's incapacity that the person so nominated may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996, 42 USC 1320d and 45 CFR 160-164, and applies even if that person has not yet been appointed successor Trustee.

In the absence of this certificate, any successor trustee may petition the court having jurisdiction over this Trust to remove the Trustee and replace him or her with such successor trustee. The successor trustee or the Beneficiary who so petitions the court shall incur no liability to any Beneficiary of the Trust or to the substituted trustee as a result of this petition, provided the petition is filed in good faith and in the reasonable belief that the substituted trustee is physically or mentally incapacitated or otherwise cannot act.

B. Designation of Co-Trustees and Successor Trustees. Notwithstanding the provisions of subpart A. of this ARTICLE TWELFTH, at any time and from time to time, a person serving as sole Trustee of any trust or all the Co-Trustees serving as the Co-Trustees of any trust may designate one (1) or more persons to serve with them as a Co-Trustee, as their successor, and/or as successors to such designated Co-Trustees. A sole Trustee or all the Co-Trustees may designate different persons to hold different powers and may require or waive bond for any or all Co-Trustees and successors designated, notwithstanding subparagraph 22(a) of subpart B. of ARTICLE SEVENTH. Additionally, a designation may (i) specify the compensation for so serving, (ii) be for a fixed or an unlimited duration, (iii) be subject to the designating Trustee's subsequent revocation or alteration, (iv) be for all or a portion of such Trustee's powers, and (v) otherwise set forth terms and conditions of such service as are not inconsistent with this instrument. Whenever Co-Trustees are exercising the foregoing powers, such exercise is valid and effective only if there is unanimous agreement among such Co-Trustees as to such designations.

This power to designate Co-Trustee(s) and successor(s) may be exercised only by delivering to the designee(s) and to the then adult Income Beneficiaries of such trust a signed and acknowledged writing specifically referring to this subpart B. Any designation of successors may be revoked or amended by a subsequent designation that complies with the foregoing formalities. As used in this subpart B., the term "person" includes a corporate Trustee, but the power of designation under this subpart B. may not be exercised by a corporate Trustee. If a conflict occurs between the terms of two (2) or more designations, the terms of the most recent designation shall prevail.

C. Delegation by Trustees Permitted. If Co-Trustees are serving hereunder, an individual Co-Trustee may from time to time delegate to the other Co-Trustees all or any of his or her powers as Trustee during temporary absences due to vacation, business or employment, illness or emergency, or other similar causes. Such delegation shall be in writing, shall specify the powers delegated and may be revoked or modified by a comparable writing. A statement that the Trustee delegates all powers granted by this instrument shall be sufficient to delegate all such powers. No delegation shall be made by anyone other than a Settlor for longer than six (6) months, and any two (2) delegations for the same purpose must be separated by at least thirty (30) days. Any such delegation shall be exercised by delivery by the delegating Trustee to the other Co-Trustees of written notice specifying the powers delegated. Such delegation shall terminate as provided in the written notice, or upon the earlier to occur of (i) the delivery by the delegating Trustee to the other

Co-Trustees of written notice of termination, and (ii) the expiration of six (6) months from the date of the delegation (unless a Settlor is the delegating Trustee).

If Co-Trustees are serving hereunder, the performance of any ministerial act, including, but not limited to, the signing of tax returns, accounts and instruments of conveyance of trust property, may from time to time be delegated to one (1) or more of the Co-Trustees to facilitate the administration of the trusts created hereunder. Such delegation shall be in writing, shall specify the powers delegated and may be revoked or modified by a comparable writing.

Any third party, including any bank, savings and loan, title insurer, stock or bond broker or transfer agent may rely upon any delegation under this subpart C. and shall incur no liability for any action taken in reliance on such delegation in the absence of actual knowledge of its revocation or modification.

THIRTEENTH: Accounting by Trustee. So long as the Settlor is acting as a Trustee hereunder, no accounting shall be required. However, if the Settlor is not acting as a Trustee hereunder, then the Trustee shall account annually to the Settlor, and the 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; provided, however, the Settlor may waive such accounting. After the death of the Settlor, the Trustee shall, in addition to any accounting required under § 16060, et seq. of the California Probate Code, render an annual accounting regarding the transactions of any trust created in this instrument. Accountings shall also be rendered by any Trustee within one hundred twenty (120) days after the Trustee's resignation or removal by a court of competent jurisdiction.

Accountings 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

G. Limitation of Trustee's Power to Discharge Support Obligation. Any other provision of this instrument notwithstanding, income or principal of the Trust Estate shall not be used to discharge in whole or in part the Trustee's legal obligation, from time to time existing, under the laws of the state of the Trustee's domicile, to support and educate any Beneficiary of this Trust unless a court of competent jurisdiction shall determine that the distribution is necessary for the minor child's support and education. When determining the legal obligation of any person to support and educate any Beneficiary of this Trust, the existence of this Trust and funds made available by it shall not be taken into consideration.

H. Intentional Omission. The Settlor has intentionally omitted to provide in this instrument for any person or persons not mentioned herein who, if the Settlor had died intestate, would be entitled to share in the Settlor's estate as an heir at law or otherwise.

SIXTEENTH: Name of Trust. The trust created in this instrument may be referred to as the "DOLORES MONAHAN TRUST."

Executed at Fresno, California, on Sept. 15, 2016.

TRUSTEE:

Dolores Monahan  
DOLORES MONAHAN

I certify that I have read the foregoing Declaration of Trust 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. I approve the Declaration of Trust in all particulars and request that the Trustee execute it.

Dated: Sept. 15, 2016.

SETTLOR:

Dolores Monahan  
DOLORES MONAHAN

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**ACKNOWLEDGMENT**

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

State of California )  
County of Fresno )

On Sept. 15, 2016, before me, Donna L. Welker, Notary Public,  
(here insert name and title of the officer)

personally appeared Dolores Monahan

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

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

WITNESS my hand and official seal.

Signature Donna L. Welker



(Seal)

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THIRD AMENDMENT TO  
DOLORES MONAHAN TRUST

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DOLORES MONAHAN, who is the Settlor and currently acting sole Trustee of the DOLORES MONAHAN TRUST created and established on June 10, 1996, as (i) amended on June 7, 2002, and (ii) amended and restated in its entirety on September 15, 2016, hereby amends the Trust this 10th day of February, 2020, as follows:

1. The Trust is hereby amended to provide that DOLORES MONAHAN and PATRICK KERIAN MONAHAN, JR. shall serve as Co-Trustees. Accordingly, immediately following execution of this instrument, DOLORES MONAHAN and PATRICK KERIAN MONAHAN, JR. shall serve as Co-Trustees of the Trust. Except as otherwise provided in the Trust, all references to "Trustee" shall mean DOLORES MONAHAN and PATRICK KERIAN MONAHAN, JR. (or their successors as set forth in subpart A. of ARTICLE TWELFTH).

2. The first paragraph of subpart A. of ARTICLE TWELFTH is hereby amended and restated in its entirety as follows:

A. Appointment of Successor Trustees. DOLORES MONAHAN and PATRICK KERIAN MONAHAN, JR. shall serve as Co-Trustees.

If PATRICK KERIAN MONAHAN, JR. shall for any reason fail to qualify or cease to act as a Co-Trustee with DOLORES MONAHAN, then DOLORES MONAHAN and ANN PEGEEN MONAHAN shall serve as Co-Trustees. If ANN PEGEEN MONAHAN shall for any reason fail to qualify or cease to act as a Co-Trustee with DOLORES MONAHAN, then DOLORES MONAHAN and TERESA MARIE KIRKORIAN shall serve as Co-Trustees. If all members of the group composed of PATRICK KERIAN MONAHAN, JR., ANN PEGEEN MONAHAN and TERESA MARIE KIRKORIAN shall for any reason fail to qualify or cease to act as Co-Trustees with DOLORES MONAHAN, then DOLORES MONAHAN shall serve alone as the sole Trustee.

If DOLORES MONAHAN shall for any reason fail to qualify or cease to act as a Co-Trustee, then any two (2) of the following persons, in the indicated order of succession, shall serve as Co-Trustees of the Trust: (i) PATRICK KERIAN MONAHAN, JR., (ii) ANN PEGEEN MONAHAN, and (iii) TERESA MARIE KIRKORIAN. If any two (2) members of the group composed of PATRICK KERIAN MONAHAN, JR., ANN PEGEEN MONAHAN and TERESA MARIE KIRKORIAN shall for any reason fail to qualify or cease to act as such Co-Trustees, then the remaining Co-Trustee shall serve alone as the sole Trustee.

The term "Trustee" as used in this Declaration of Trust shall include any Trustee named hereinabove.

3. ARTICLE FOURTEENTH is hereby amended and restated in its entirety as follows:

FOURTEENTH: No-Contest Provision. If any Beneficiary under this Instrument, or any legal heir of the Settlor, or any person claiming directly or indirectly under any of them, does any of the following: (i) files a Direct Contest without probable cause as defined and interpreted under § 21310, et seq. of the California Probate Code; (ii) files a pleading to challenge a transfer of property on the grounds that it was not the transferor's property at the time of the transfer; or (iii) files a creditor's claim or prosecutes an action based on a creditor's claim (other than for funeral expenses or expenses of the Settlor's last illness in the Settlor's probate estate or against the Trustee of the Trust or against a Beneficiary thereof); then in that event, all interests given under this Instrument to that person shall be forfeited as though he or she had predeceased the Settlor without issue, and shall augment proportionately the shares going under this Instrument to, or in trust for, such other Beneficiaries who have not participated in such acts or proceedings. Notwithstanding the foregoing, any interests specifically given under this Instrument shall not be forfeited merely because the person to whom such interests are specifically given is also the issue of a person who has forfeited his or her share under this section.

For purposes of this ARTICLE FOURTEENTH, "Direct Contest" means a pleading filed with the court that alleges the invalidity of this Instrument, or one or more of the terms of the Instrument, based on one or more of the following grounds: (i) forgery; (ii) lack of due execution; (iii) lack of capacity; (iv) menace, duress, fraud or undue influence; (v) revocation of a will or trust as provided by statute or revocation of any other instrument as provided by statute or the instrument; or (vi) disqualification of a Beneficiary under § 6112 or § 21350 of the California Probate Code.

For purposes of this ARTICLE FOURTEENTH, "Instrument" includes this Declaration of Trust, including all trusts and subtrusts created herein,



an amendment to this Declaration of Trust or any subtrust created hereunder (which may be subject to amendment), the Will of the Settlor executed on the date of this Trust, a beneficiary designation in existence on the date of this Trust for an insurance policy on the life of the Settlor, and a beneficiary designation in existence on the date of this Trust for a pension, an individual retirement account or other retirement plan of the Settlor.

The Trustee is authorized to defend against any contest or other attack of any nature upon any provision of this Trust at the expense of the Trust Estate as expenses of administration.

In the event that any provision of this ARTICLE FOURTEENTH is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this ARTICLE FOURTEENTH and shall in no way affect, impair or invalidate any other provision. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

4. Except for the foregoing, all other provisions of the Trust shall remain in full force and effect.

This Third Amendment to Dolores Monahan Trust is executed at Fresno, California, on the date hereinabove set forth.

SETTLOR AND TRUSTEE:

  
\_\_\_\_\_  
DOLORES MONAHAN

ACCEPTANCE OF APPOINTMENT AS CO-TRUSTEE

The undersigned hereby accepts his appointment as a Co-Trustee of the DOLORES MONAHAN TRUST dated June 10, 1996, as amended.

Dated: Feb. 25, 2020.

  
\_\_\_\_\_  
PATRICK KERIAN MONAHAN, JR.

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## ACKNOWLEDGMENT

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

State of California )  
County of FRESNO )

On FEB. 10, 2020 before me, Kim RODRIGUEZ, Notary Public,  
(here insert name and title of the officer)

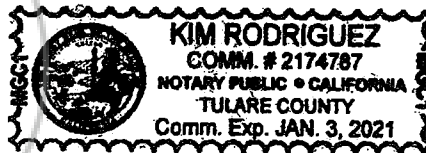
personally appeared DOLORES MONAHAN

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

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

WITNESS my hand and official seal.

Signature Kim Rodriguez



(Seal)

**ACKNOWLEDGMENT**

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

State of California )  
County of San Luis Obispo )

On March 16, 2020 before me, Hailey Jones, Notary Public,  
(here insert name and title of the officer)

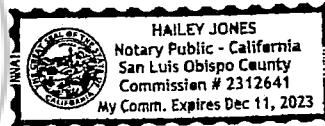
personally appeared Patrick Kevin Monahan, Jr.

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

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

WITNESS my hand and official seal.

Signature H. Jones



(Seal)

**Exhibit "B"**

**A Timeshare Estate comprised of:**

**Parcel One:**

An undivided 1/51st interest in and to that certain condominium described as follows:

- (a) An undivided 1/20th interest, as tenants-in-common, in and to Lot 31 of Tahoe Village Unit No. 3, Fifth-Amended Map, recorded October 29, 1981, as Document No. 61612 as corrected by Certificate of Amendment recorded November 23, 1981, as Document 62661, all of Official Records Douglas County, State of Nevada. Except therefrom units 81 to 100 Amended Map and as corrected by said Certificate of Amendment.
- (b) Unit No. 089 as shown and defined on said last mentioned map as corrected by said Certificate of Amendment.

**Parcel Two:**

A non-exclusive right to use the real property known as Parcel "A" on the Official Map of Tahoe Village Unit No. 3, recorded January 22, 1973, as Document No. 63805, records of said county and state, for all those purposes provided for in the Declaration of Covenants, Conditions, and Restrictions recorded January 11, 1973, as Document No. 63681, in Book 173 Page 229 of Official Records and in modification thereof recorded September 28, 1973, as Document No. 69063 in Book 973 Page 812 of Official Records and recorded July 2, 1976, as Document No. 1472 in Book 776 Page 87 of Official Records.

**Parcel Three:**

A non-exclusive easement for ingress and egress and recreational purposes and for use and enjoyment and incidental purposes over, on and through Lots 29, 39, 40 and 41 as sown on said Tahoe Village Unit No. 3, Fifth-Amended Map and as corrected by said Certificate of Amendment.

**Parcel Four:**

- (a) A non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe Developments in deed re-recorded December 8, 1981, as Document No. 63026, being over a portion of Parcel 26-A (described in Document No. 01112, recorded June 17, 1976) in Section 30, Township 13 North, Range 19 East, M.D.M., - and -
- (b) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the Fifth-Amended Map of Tahoe Village No. 3, recorded October 29, 1981, as Document No. 61612, and amended by Certificate of Amendment recorded November 23, 1981, as Document No. 62661, Official Records, Douglas County, State of Nevada.

**Parcel Five:**

The Exclusive right to use said UNIT and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel One and Parcels Two, Three, and Four above during ONE "use week" within the summer "use season", as said quoted terms are defined in the Declaration of Restrictions, recorded September 17, 1982 as Document No. 71000 of said Official Records.

The above described exclusive and non-exclusive rights may be applied to any available unit in the project, during said use week within said season.