

WILL OF
DANIEL T. HAWKINS

Prepared by
Kenneth B. Rodman
Law Offices of Kenneth B. Rodman

Synopsis of Will of Daniel T. Hawkins

This abbreviated summary is for convenience only and should not be relied upon in interpreting the Will. The Will contains other significant provisions not described in this summary.

The enclosed Will provides for the administration and disposition of your property upon your death. This Will is called a "pour over Will" because it provides that all of your property remaining after payment of your liabilities, expenses of estate administration, and estate taxes will pass to the Trustees of your revocable trust. The Trustees will hold, manage, administer, allocate, and distribute the property as provided under the terms of the Trust Agreement.

Your Will governs only your property subject to probate, commonly referred to as your probate estate. Your probate estate does not include property transferred to your revocable trust during your lifetime, or assets that will pass under the terms of other agreements, such as retirement benefits and life insurance proceeds, except where you have designated your probate estate as your beneficiary under those agreements. Your probate estate also will not include joint tenancy property, which passes to the co-owners by operation of law.

If, during your lifetime, all of your property has been transferred to your revocable trust, then it likely would not be necessary to submit your Will for probate. The Will is nonetheless needed because some of your property may not have been transferred, or new property may be discovered.

Personal Information

Article 1 describes your family situation and property information.

Executors

Article 2 names your wife to serve as your Executor. If your wife is or becomes unable or unwilling to serve as your Executor, your Will names William C. Hawkins and Dianne Antranikian, in the order named, to serve as Executor of your estate. Your Executors and their successors, whether or not named in your Will, are not required to post a bond in order to serve.

Disposition of Your Residuary Estate

Article 4 provides that all property subject to disposition by the terms of your Will as part of your probate estate will pass to your revocable trust to be administered under the terms of the Trust Agreement.

Payment of Debts and Taxes

Article 5 provides instructions for the payment of debts and expenses and for the payment of estate taxes, which include all forms of death taxes. Article 5 provides that estate taxes will be apportioned. Under apportionment, the persons receiving your property pay their own share of estate taxes. Your Executors pay from your probate estate only the estate taxes attributable to

property passing under your Will as part of your probate estate. Under the Trust Agreement, the Trustees are authorized to pay estate taxes imposed on the trust property.

Other Provisions

Article 6 provides broad powers to your Executors. Your Executors are authorized to administer your probate estate under the California Independent Administration of Estates Act. This means that they only will require court approval to perform a limited number of specified acts, such as making distributions.

Article 7 contains provisions for the disinheritance of persons not named in your Will. Article 7 also provides that any one who contests your Will or assists anyone in contesting your Will is disinherited and receives none of your property.

Article 8 contains general provisions.

Article 9 contains definitions of terms used in the document.

Signature

You must sign your Will in the presence of at least two witnesses. The witnesses must sign in your presence and in each other's presence. You should all stay in the room together until all of you have completed signing the Will. Your witnesses must be adults and should have no potential interest in your property under your Will or the Trust Agreement.

Keep your original Will in a safe place. Use your safe deposit box if you have one available.

TABLE OF CONTENTS

Article 1 DECLARATIONS.....	1
1.1 Personal Information	1
1.2 Property Information	1
1.3 Exercise of Power of Appointment	1
1.4 Revocable Living Trust	1
Article 2 EXECUTORS.....	1
2.1 Executors	1
2.2 No Bond.....	1
Article 3 DISPOSITION OF CERTAIN PROPERTY	2
3.1 Disposition.....	2
3.2 Life Insurance	2
3.3 Family Allowance.....	2
3.4 Nonprobate Transfers	2
Article 4 DISPOSITION OF RESIDUARY ESTATE.....	2
4.1 Disposition to the Trust	2
4.2 Incorporation of the Trust.....	2
4.3 Amendment of Trust.....	3
Article 5 PAYMENT OF DEBTS AND TAXES.....	3
5.1 Payment of Debts.....	3
5.2 Payment of Estate Taxes.....	3
5.3 Collection of Monies to Pay Taxes.....	3
Article 6 POWERS OF EXECUTORS.....	3
6.1 Independent Administration	3
6.2 Collecting and Holding Property.....	3
6.3 Participating in Business	4
6.4 Dealing with Trust.....	4
6.5 Investing Estate Property	4
6.6 Managing Estate Property	4
6.7 Borrowing Money and Encumbering Estate Property.....	5

6.8	Paying and Allocating Expenses of Administration.....	5
6.9	Filing Joint Tax Returns	5
Article 7 DISINHERITANCE AND NO CONTEST.....		5
7.1	Disinheritance Clause	5
7.2	No Contest Clause	5
7.3	Expenses of Contest.....	7
7.4	No Will Contract	7
Article 8 GENERAL PROVISIONS		7
8.1	Rules of Construction	7
8.2	Governing Law	7
8.3	References to Statutes.....	8
8.4	Gender, Tense, and Numbers	8
8.5	Effect of Headings.....	8
8.6	Severability.....	8
Article 9 DEFINITIONS.....		8
9.1	Beneficiary.....	8
9.2	Child, Parent, and Issue.....	8
9.3	Estate Taxes.....	9
9.4	Executors	9
9.5	Expenses of Estate Administration.....	9
9.6	Generation-Skipping Transfer Tax.....	9
9.7	Heirs at Law.....	9
9.8	Interested Person.....	9
9.9	Internal Revenue Code	10
9.10	Probate Code	10
9.11	Property	10
9.12	Residue.....	11
9.13	Right of Representation.....	11

WILL OF
DANIEL T. HAWKINS

I, Daniel T. Hawkins, a resident of Ventura County, California, declare this document to be my Will. I revoke all my prior Wills and Codicils.

ARTICLE 1
DECLARATIONS

1.1 Personal Information. I am married to Karen R. Hawkins ("my wife"). We have two (2) children of our marriage, namely, Blake Daniel Hawkins, born January 27, 1993 and Brianna Kristine Hawkins, born May 29, 1997. All children born to or adopted by me after the execution of this Will shall share in the benefits of my estate equally with my now living children. I have no other living or deceased children and during my lifetime I have not acknowledged any other child to be mine.

1.2 Property Information. Under this Will I intend to provide for the disposition of all the property, wherever located, I own at my death, including my separate property and my share of all community property held with my wife. At this time, all my property is community property with my wife, including property held in each of our names alone or in both our names jointly.

1.3 Exercise of Power of Appointment. I expressly declare that I do not intend to exercise any power of appointment I may hold at my death. Nothing contained in this Will shall constitute an exercise of any power of appointment, in whole or in any part.

1.4 Revocable Living Trust. Earlier this day, my wife and I, as Settlers, executed a Trust Agreement establishing the Daniel and Karen Hawkins Family Trust (the "Trust"). The Trust is a revocable inter vivos trust (commonly referred to as a "living trust"). We have appointed my wife and myself as the initial trustees of the Trust.

ARTICLE 2
EXECUTORS

2.1 Executors. I nominate my wife to serve as the Executor of my estate. If my wife is or becomes unable or unwilling to serve as my Executor, I nominate William C. Hawkins and Dianne Antranikian, in the order named, to serve as Executor of my estate. Subject to the foregoing nominations, I confer upon my wife, and William C. Hawkins and Dianne Antranikian, in the order nominated to serve, the power to designate successor Executors of my estate under California Probate Code §8422.

2.2 No Bond. My Executors shall serve without bond, whether serving jointly or alone and whether or not named in this Will.

**ARTICLE 3
DISPOSITION OF CERTAIN PROPERTY**

3.1 Disposition. All my interest in my tangible personal property, together with any insurance on such property, shall pass as part of the residue of my estate.

3.2 Life Insurance. I hereby also revoke any consent I have given at any time to a nonprobate transfer with respect to any community property interest I may have in any life insurance policy on the life of my wife. If at my death I own any interest in life insurance policies on the life of my wife, any and all such interests shall pass, in the discretion of my Executors, either to my surviving issue, by right of representation, or to the Trustees of the Trust to be held in the separate trusts for my issue, by right of representation.

3.3 Family Allowance. If, and to the extent, a family allowance is paid from my estate to persons designated by the California Probate Code, the payment of such family allowance shall first be a charge against income, and then a charge against the principal of my estate or the trust estate. Further, the payment of such family allowance shall be a specific charge against the property ultimately passing to the beneficiary of such family allowance (or against any trust created for his or her benefit) prior to being charged against the interest of any other beneficiaries of my estate or the trust estate.

3.4 Nonprobate Transfers. I hereby revoke any consent I have given at any time to a nonprobate transfer with respect to any community property interest I may have in any annuity policy or qualified or non-qualified employee benefit or retirement plan (including any individual retirement account or arrangement) in which my wife is the annuitant or participant. I hereby give to my wife all of my rights and interests in any and all such policies or plans.

**ARTICLE 4
DISPOSITION OF RESIDUARY ESTATE**

4.1 Disposition to the Trust. I give all my interest in the residue of my estate, including all my intangible property and tangible personal property and my interest in my residences, to the Trustees of the Trust, to be held in trust. All property passing to the Trustees of the Trust shall immediately be added to and merged with and into the Trust to the same effect as if the property were an asset of the Trust at my death. All property added to the Trust shall be held, administered, allocated, and distributed according to its terms, including any amendments made to the Trust during my lifetime.

4.2 Incorporation of the Trust. If the Trust is not in existence at my death, or if the gift of the residue of my estate to the Trust cannot be given effect for some other reason, I incorporate into this Will at this place, as though it were set forth here verbatim, the Trust Agreement for the Trust as it exists at the time I execute this Will. Further, I ratify, confirm, and republish that Trust Agreement to be included in my Will for the disposition of my estate, and give the residue of my estate to the Trustees of the Trust, to be held in trust according to its terms.

4.3 Amendment of Trust. The Trust Agreement may be amended. It is my intention that each reference in this Will to the Trust Agreement shall include any amendments to the Trust Agreement made after the execution of this Will.

ARTICLE 5 PAYMENT OF DEBTS AND TAXES

5.1 Payment of Debts. Subject to the limitations imposed by applicable law, I authorize my Executors to pay from the assets of my probate estate, in the manner and at the time they determine, any and all of my unsecured debts (including unpaid tax liabilities arising prior to my death), expenses of my last illness, funeral claims, expenses of estate administration, and any other proper expenses of my estate.

5.2 Payment of Estate Taxes. All Estate taxes that may, by reason of my death, be attributed to (1) any property included in my probate estate or (2) any property passing without probate administration shall be prorated and apportioned among and charged to or recovered from the property or the persons interested in or receiving the property, as provided in the Trust.

5.3 Collection of Monies to Pay Taxes. As to property included in my federal taxable estate, but not in my probate estate or in the possession or control of my Executors, I authorize my Executors to collect and recover the amount of Estate taxes owed by reason of all such property from the persons possessing or receiving such property, which persons shall be charged with and bear such taxes, as provided in the Trust. My Executors are authorized to petition the probate court for an order prorating Estate taxes or GST taxes, pursuant to Probate Code §20120 and §20220.

ARTICLE 6 POWERS OF EXECUTORS

The Executors of my estate, whether or not the persons named in my Will to be my Executors, shall have all of the powers and authority granted to them by law (including the powers set forth in Probate Code §§16220 through 16249) and under the provisions of this Will (including the powers described below), to be exercised in their sole and absolute discretion, subject only to their giving such notices and obtaining such court confirmation or approval as is required by law. All my Executors' decisions made in good faith to take or not to take actions authorized by this Will or by law shall be binding and conclusive on all interested persons.

6.1 Independent Administration. My Executors may administer my estate under the California Independent Administration of Estates Act without court supervision.

6.2 Collecting and Holding Property. My Executors may, at the risk of my estate, collect, hold, and retain the property I own at my death until, in their judgment, the disposition or distribution of the property should be made. The property may be retained even though it includes property in which an Executor is personally interested. The Executors shall have no duty to dispose of any part of the estate property owned by me at my death that would not be a

proper investment for the Executors to make. My Executors may, without liability, continue to hold that property.

6.3 Participating in Business. My Executors may continue or participate in the operation of any business or other enterprise that I may own at my death for as long as my Executors deem advisable, and to effect incorporation, dissolution, or other change in the form of the organization of the business or enterprise. The profits and losses from any business or other enterprise shall be chargeable to and borne by my estate and not by my Executors. My Executors shall not be personally liable for business losses, absent their own personal breaches of trust committed intentionally, with gross negligence, in bad faith, or with reckless indifference to the interests of the beneficiaries. An Executor, as an individual, may be or continue to be a shareholder, director, officer, employee, or partner of any business or enterprise in which my estate holds any interest.

6.4 Dealing with Trust. My Executors may sell assets of my probate estate to the Trust, and borrow money from the Trust on such terms as my Executors and the Trustees may agree, without any liability for loss resulting to my estate or the Trust by reason of such purchases or loans.

6.5 Investing Estate Property. My Executors may invest and reinvest any and all of the assets of my estate, during the probate of my estate, to the extent permitted by law, in such investments as are authorized by the Probate Code. My Executors shall have the same rights and powers of investment as described for the Trustees in the Article entitled "THE POWERS OF THE TRUSTEES" in the Trust. My Executors may invest and reinvest estate property in any kind of property, whether real, personal, or mixed, including (1) real property (including leaseholds; royalty interests; interests in mines, oil and gas wells, timberlands, and other wasting assets); (2) intangible personal property (including common and preferred stock and other securities (on margin or otherwise); investment company shares, mutual funds, index funds, common trust funds, and other sole or collective business and investment vehicles; interests in partnerships; commodities; obligations of corporations or unincorporated associations; and patents, copyrights, trademarks, and other such intangible rights); and (3) tangible personal property (including precious metals, works of art, and other collectibles). My Executors shall not be liable for any failure by them to exercise these investment powers.

6.6 Managing Estate Property. My Executors may manage, control, divide, develop, improve, exchange, partition, change the character of, or abandon estate property or any interest in estate property. They may acquire, sell, dispose of, exchange, or otherwise transfer any estate property, or any interest in estate property, for cash or on credit, at public or private sale, with or without notice, and for the prices and upon the terms as my Executors determine, subject to such notices of action and court confirmation as may be required by law. They also may enter into a lease for any purpose as lessor or lessee with or without the option to purchase or renew and for a term within or extending beyond the administration of my estate. My Executors may insure estate property against damage or loss and insure themselves against liability with respect to third persons.

6.7 Borrowing Money and Encumbering Estate Property. With the prior approval of the court, my Executors may borrow money for the benefit of my estate to be repaid from estate property. They may also encumber, mortgage, or pledge estate property for a term within or extending beyond the term of the administration of my estate in connection with the exercise of any power vested in the Executors.

6.8 Paying and Allocating Expenses of Administration. My Executors may pay taxes, assessments, reasonable compensation of the employees and agents of the estate, and other expenses incurred in the collection, care, management, administration, and protection of the estate. In allocating the payment of expenses and taxes, my Executors shall have the power to determine which expenses and taxes are chargeable to income or principal or partly to each. In making these determinations, my Executors shall be guided by the principles set forth in the California Uniform Principal and Income Act, but the final determination of my Executors shall be binding.

6.9 Filing Joint Tax Returns. My Executors may execute and file joint income tax returns for my wife and myself, for such periods as permitted by applicable revenue laws. My Executors may pay all or any portion of the income taxes reported as due on such returns. My Executors shall not be required to allocate to or recover from my wife or my wife's estate any amounts paid by me or my estate by reason of any such joint return. If any additional assessment shall be made on account of any joint income tax return filed by my wife and me, my Executors may pay such additional assessment without collecting any portion of such assessment from my wife or my wife's estate. My Executors may also consent, for gift tax purposes, to have gifts made by my wife treated as made one-half by me and one-half by my wife.

ARTICLE 7 DISINHERITANCE AND NO CONTEST

7.1 Disinheritance Clause. I have intentionally omitted from this Will and the Trust Agreement any provision for any of my heirs, issue, relatives, or other persons who are not named, mentioned, designated, or described in this Will or the Trust Agreement. I have intentionally omitted any person who would be a pretermitted heir under the provisions of the Probate Code and those persons referred to in Probate Code §§21600 through 21623. Except as specifically provided in this Will or the Trust Agreement, I have intentionally omitted any provision for any of my children now alive or hereafter born or adopted, or for the issue of any of my children who may predecease me. After-born children shall have no rights in my estate other than those expressly given my children in this Will and the Trust Agreement. I also intentionally do not provide for any stepchildren or foster children that I now have or may later acquire. I generally and expressly disinherit each and every person whomsoever claiming to be and who may be determined to be my heirs at law, except as they are otherwise expressly provided for in this Will or the Trust Agreement.

7.2 No Contest Clause. I want the greatest deterrence against interference with my estate plan that the law allows. If any heir, issue, relative, legatee, devisee, beneficiary, or other interested person; or any person who is provided for under this Will or the Trust Agreement, any beneficiary designation, or any Will substitute; or any person who would be entitled to any of my

property under the laws of succession or otherwise, alone or in conjunction with any other person or persons, directly or indirectly (1) institutes any legal proceeding that attacks or contests this Will or the Trust Agreement (or any codicil or amendment to this Will or the Trust Agreement), or seeks to impair, nullify, void, or invalidate such documents or any of their provisions; (2) asserts or pursues in any manner any claim, including any creditor's claim, against my estate or property other than as permitted in this Will or the Trust Agreement; (3) attacks or contests or seeks to change any beneficiary designation under an insurance policy, employee benefit plan, deferred compensation plan, retirement plan, annuity, or other Will substitute of mine; or (4) conspires with or voluntarily assists any person or persons attempting to do any of these things, I direct that that person (the "Contestant") and all persons conspiring with or assisting him or her shall take none of my property and nothing from my estate. All these persons are expressly disinherited. Any and all gifts or property that otherwise would have gone to these persons shall be forfeited and shall pass as if these persons had predeceased me without leaving living issue; provided, however, if my wife is the Contestant, my issue shall not be barred by reason of her actions. The foregoing provisions shall apply to any persons who claim that I entered into an oral agreement providing for the disposition or transfer of property to those persons or others in any way inconsistent with the provisions of this Will or the Trust Agreement. The foregoing provisions shall also apply to any action or proceeding brought by any person, other than me or my wife (or our authorized agents) during our lifetimes, to change the ownership title or the character of our property already characterized in a document signed by one or both of us (excluding any action by our Executors to confirm ownership of our property in our estates) and any challenge to the validity of an instrument, contract, agreement, beneficiary designation, or other document providing for or directing the disposition of our property.

Pursuant to Probate Code Section 21305, the foregoing provisions shall not be violated by the filing of the following: (1) a petition seeking relief under Chapter 3 (commencing with Section 15400) of Part 2 of Division 9 ("Modification and Termination of Trusts"); (2) a petition under Part 3 (commencing with Section 1800) of Division 4 ("Conservatorship"); (3) a petition under Part 2 (commencing with Section 4100) of Division 4.5 ("Powers of Attorney Generally"); (4) a petition seeking an order annulling my marriage; (5) a petition pursuant to Section 2403 (instructions in a guardianship or conservatorship); (6) a petition challenging the exercise of a fiduciary power; (7) a petition objecting to the appointment of a fiduciary or seeking the removal of a fiduciary; and (8) objections or other responsive pleadings to the accounting of a fiduciary. Nor shall any acts done or omitted pursuant to a final judgment in any judicial proceeding violate these provisions.

In addition, the foregoing provisions shall not be violated by (1) the disclaimer of any right or interest in trust property; (2) the exercise by the Surviving Spouse of any election granted by law; (3) the assertion or submission of any creditors' claims, supported by consideration, by any person to my Executors or the Trustees that are believed by such person, in good faith, to be owed by me to that person or the prosecution of an action based upon any such creditor's claims; (4) the participation in a mediation or settlement discussions or the filing of a petition for settlement or compromise affecting the terms of this Will or the Trust Agreement, or other documents governing the disposition of my estate or property, (5) the filing of any petition or the taking of other action by the Trustees or my Executors seeking judicial construction or interpretation of this Will or the Trust Agreement, or of any codicil or amendment to this Will or

the Trust Agreement, or (6) the commencement of any proceeding for declaratory relief to determine whether any action by any person would constitute a contest under these provisions.

7.3 Expenses of Contest. My Executors and the Trustees serving under the Trust Agreement are expressly authorized to defend against any and all of the actions described in Section 7.2, including any contest or attack of any nature upon this Will, the Trust Agreement, or any of their provisions. All expenses incurred in the defense of any of the actions or matters described in Section 7.2 shall be paid, as the Trustees determine, from either my probate estate or the trust estate as expenses of administration. If, however, a Contestant is or becomes entitled to receive any property or property interests included in my probate estate or the trust estate, whether under this Will, the Trust Agreement, or any other instrument, then all expenses incurred by the Trustees or my Executors in the defense of the actions undertaken by the Contestant shall be charged against and paid from the property or property interests that the Contestant otherwise would be entitled to receive, whether or not the Trustees or my Executors were successful in the defense of the Contestant's actions.

7.4 No Will Contract. I declare that I have not entered into any contract or agreement with any person to make or not make a Will with certain provisions, to revoke or not revoke my Will, to dispose of all or any portion of my estate or property in a particular manner or to a particular person, or to die intestate. Further, my Will is not intended to be a joint will or mutual will. I expressly disinherit any person claiming to the contrary and his or her issue other than my issue if my wife is the claiming party. Although this Will contains provisions which are identical or similar to those contained in my wife's Will and we may have executed our Wills on the same date, we have not entered into a contract or agreement to make a Will, not to revoke our Wills, or to include certain provisions in our Wills. Each of us understands that each of us is free to change our Wills during our respective lifetimes and after the death of the other spouse, without any restrictions or liability.

ARTICLE 8 GENERAL PROVISIONS

8.1 Rules of Construction. Unless the specific provision or term being construed or the context of the provision or term otherwise requires, and except as otherwise expressly provided in this Will and the Trust Agreement, the general provisions and rules of construction and interpretation set forth in the Probate Code and in this article and the definitions set forth in Article 9 (Definitions) shall govern the construction and interpretation of this Will and the Trust Agreement. Where the provisions and rules of construction or definitions set forth in the Probate Code and in this article and Article 9 conflict, the provisions and rules and definitions set forth in this article and Article 9 shall govern. As to any questions of construction or interpretation of this Will and the Trust Agreement, the construction or interpretation that would favor my wife and my children, in that order, shall be adopted or applied.

8.2 Governing Law. This Will and the Trust Agreement have been executed in California, and their validity and construction, including the determination of all rights of the beneficiaries, shall be governed by the laws of California.

8.3 References to Statutes. Whenever a reference is made to any portion of the Internal Revenue Code, the Probate Code, or to any other law, the statutory reference shall be construed to refer to the statutory section mentioned, related successor or substitute sections, and corresponding provisions of any subsequent law, including all amendments and additions.

8.4 Gender, Tense, and Numbers. Unless the context clearly requires another construction, the masculine, feminine, and neuter genders shall each include the others as appropriate; the present tense shall include the past and future tenses, and the future tense shall include the present tense; and the singular number shall include the plural, and the plural shall include the singular.

8.5 Effect of Headings. Article, section, and paragraph numbers and headings, as well as titles, used in this Will are used for convenience of reference only and shall not be considered in the construction or interpretation of this Will. They are not intended to have any legal effect or to affect the scope, meaning, or intent of the provisions of this Will.

8.6 Severability. If any part, clause, or provision of this Will, or the application of any part, clause, or provision of this Will to any person or circumstances, is held to be void, invalid, unenforceable, or inoperative, this invalidity shall not affect any other parts, clauses, or provisions or applications of this Will that can be given effect without the invalid provision or application. The remaining provisions of this Will shall be effective and fully operative as though the part, clause, or provision had not been contained in this Will. To this end, the provisions of this Will are severable.

ARTICLE 9 DEFINITIONS

The following definitions shall apply in all matters of construction and interpretation of this Will.

9.1 Beneficiary. The terms "beneficiary" or "beneficiaries" mean a person to whom a donative transfer of property or a distribution from a trust is or could be made or that person's successor in interest, and shall include an heir, devisee, legatee, a person with any interest in a trust, and any person entitled to enforce a charitable trust, as provided in Probate Code §24.

9.2 Child, Parent, and Issue. The term "child" means any individual entitled to take as a child under the Probate Code by intestate succession from the parent whose relationship is involved. References to "child" or "children" mean descendants in the first degree of the parent designated. A child of mine shall include a child born or adopted after the execution of my Will and the Trust Agreement. The term "parent" means any individual entitled to take as a parent under the Probate Code by intestate succession from the child whose relation is involved. The terms "issue" or "descendants" of a person means all the person's lineal descendants of all generations, with the relationship of parent and child at each generation being determined by the definitions of parent and child. The term "grandchild" includes only a child of a child of the person referred to.

(a) **Limitations as to Adopted Children.** The terms "child," "children," "issue," and "descendant" shall include "adopted children." The term "adopted children" means all persons adopted by someone other than me only if the person was adopted before reaching the age of eighteen (18), or lived in the home of the adopting parent before reaching the age of eighteen (18) if not actually adopted before that time. Anyone that I adopt shall be included as a child of mine regardless of the adopted person's age at the time of the adoption. An adopted child and the adopted child's issue shall be considered issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or of either of the adopting parents.

(b) **Limitations as to Stepchildren and Foster Children.** The terms "child," "children," "issue," and "descendants" shall not include a foster child or a stepchild, even if a parent-child relationship existed between the foster parent and the foster child or between the stepparent and the stepchild.

9.3 Estate Taxes. The term "Estate taxes" means all estate, inheritance, transfer, succession, legacy, death, and other similar taxes, including any interest or penalties on these taxes, that may be imposed by reason of my death. "Estate taxes" excludes any income tax, generation-skipping transfer tax, excise tax, and other similar taxes.

9.4 Executors. The term "Executors" means an executor, administrator, administrator with the will annexed, special administrator, personal representative, or a person who performs substantially the same function under the law of another jurisdiction governing the person's status, including all successors or persons holding the office temporarily. The terms "Executor" and "Executors" each include both the singular and the plural.

9.5 Expenses of Estate Administration. The term "expenses of estate administration" means those expenses incurred following my death by my estate or by the Trustees of the trust that are deductible (whether or not so deducted) for estate tax purposes pursuant to I.R.C. §2053. Such expenses shall include attorney's, appraiser's, and accountant's fees and all expenses incurred in determining the amount of any Estate tax.

9.6 Generation-Skipping Transfer Tax. The terms "generation-skipping transfer tax" or "GST tax" refer to the federal generation-skipping transfer tax imposed by Chapter 13 of the I.R.C.

9.7 Heirs at Law. The terms "heirs at law" or "heirs" mean the persons determined according to the California laws of intestate succession then in effect relating to separate property not acquired from a previously deceased spouse.

9.8 Interested Person. The term "interested person" includes (1) an heir, devisee, child, spouse, creditor, beneficiary, and any other person having a property right in or claim against my estate; (2) any person having priority for appointment as a fiduciary under this Will; and (3) a fiduciary representing an interested person.

9.9 Internal Revenue Code. The term "Internal Revenue Code" or "I.R.C." means the United States Internal Revenue Code of 1986, as amended from time to time, and corresponding provisions of any subsequent federal internal revenue law.

9.10 Probate Code. The term "Probate Code" means the California Probate Code, as amended from time to time, and corresponding provisions of any subsequent California laws.

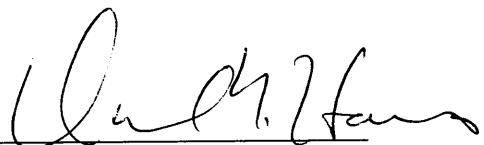
9.11 Property. The term "property" means anything that may be the subject of ownership and includes real and personal property, tangible and intangible property, and any interest in such property.

- (a) The term "real property" (including any residence) includes the land (including all easements appurtenant to the land), all buildings and improvements on the land, all policies of insurance on the land and buildings and improvements on the land, and all oil, gas, mineral, and similar interests. A gift of real property, including any gift of a residence, shall be made subject to any and all liens, mortgages, deeds of trust, or other encumbrances on the property or secured by the property, whether or not recorded in the official county records.
- (b) The term "tangible personal property" includes clothing, jewelry, and other personal effects; household furniture, furnishings, equipment, and appliances (including rugs, linen, and other household decorations); china, silverware, glassware, crystal, and other household items of use and decoration; books, pictures, precious metals, works of art (including paintings, sculptures, and works on paper), antiques, stamp and coin collections, wine, and other collectibles; automobiles, boats, other vehicles, and accessories to vehicles; and other items of domestic, household, or personal use. "Tangible personal property" shall not include ordinary currency, cash, or bullion or property primarily held for investment purposes, such as investment funds, or any property held for use in a trade or business.
- (c) The term "intangible property" includes common and preferred stock and all other kinds of securities (on margin or otherwise); investment company shares, mutual funds, index funds, common trust funds (including any common trust fund under the management of a corporate trustee) and other sole or collective business and investment vehicles; interests in partnerships (whether as a general or limited partner); commodities; governmental obligations of every kind; obligations of corporations or unincorporated associations; and patents, copyrights, trademarks, and other intangible rights, such as rights in literary or musical properties, rights in works of art, contract rights, publishing rights, and rights to a deceased personality's name, voice, signature, photograph, or likeness.

9.12 Residue. The term "residue" means the property remaining after the payment of all expenses of administration and debts and the distribution of all specific gifts and tangible personal property, and before the payment of Estate taxes. Estate taxes shall be handled separately, and shall be paid and charged as specifically provided in this Will.

9.13 Right of Representation. The term "right of representation" means that the property shall be distributed, divided, or taken in the manner provided in Section 246 of the Probate Code. Unless otherwise specified, distributions or allocations of property to or among children or issue, and among successor beneficiaries, shall in all cases be made in the manner provided in Section 246 of the Probate Code.

I have executed this my Will this day, October 30, 2007, at Thousand Oaks, California.


Daniel T. Hawkins

ATTESTATION CLAUSE

On the date set forth below, we personally witnessed the signing of this Will by Daniel T. Hawkins, and as such witnesses, we declare as follows:

We know Daniel T. Hawkins; he is an adult, and so is each of us. We watched Daniel T. Hawkins sign this document. Before signing, Daniel T. Hawkins declared this document to be his Will and asked us to serve as witnesses. He then signed this Will in our presence, and we each signed below in his presence and in the presence of each other.

We understand that this document is Daniel T. Hawkins's Will. We believe that Daniel T. Hawkins was acting voluntarily in signing this Will. We are not aware of any facts that would indicate otherwise. He was not acting under duress, menace, fraud, or the undue influence of any person.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. We each executed this declaration on October 30, 2007, at Thousand Oaks, California.

Joyce D. Purvis
Signature

223 E. Thousand Oaks Blvd
Street Address Suite 405

Joyce D. Purvis
Print Name

Thousand Oaks CA 91360
City, State, Zip Code

Ken B. Rodman
Signature

223 E. Thousand Oaks Blvd
Street Address A 405

KENNETH B. RODMAN
Print Name

Thousand Oaks, CA 91360
City, State, Zip Code