

**THE STENSRUD LAZIER HOLDING TRUST**

**DATED OCTOBER 17, 2011**

**Excerpted Copy**

**Prepared by:**

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## THE STENSRUD LAZIER HOLDING TRUST

We, WILLIAM R. STENSRUD (sometimes referred to herein as "BILL") and CAROL ANNE LAZIER (previously known as CAROL A. STENSRUD and sometimes referred to herein as "CAROL"), as Trustors, and CAROL ANNE LAZIER as Trustee, hereby declare that we have entered into this Trust Agreement creating the STENSRUD LAZIER HOLDING TRUST on the date set forth hereinbelow.

The initial property we have transferred to the Trustees, and all property subsequently transferred to the Trustees, shall be held, administered, and distributed as provided in this Trust Agreement. Property transferred to the Trustees or intended to be transferred to the Trustees is or may be described on Schedule A attached to this Trust Agreement. Successor trusts established under this Trust Agreement shall be known by the names designated below or as named by the Trustees. The Trustees are referred to in this Trust Agreement in the plural number regardless of whether one or more than one Trustee is serving.

### ARTICLE 1 THE TRUSTORS

The Trustors have recently dissolved their marriage and have entered into that certain Marital Settlement Agreement dated October 17, 2011 (the "MSA"). The Trustees are expressly directed to comply with all terms and provisions of the MSA, and to the extent any provision of this Trust Agreement is inconsistent with the MSA the terms and provisions of the MSA shall govern. As a result of the MSA and the dissolution of their marriage, the Trustors have entered into this Trust Agreement as unmarried, single persons. Each Trustor has established a separate revocable trust as follows: CAROL has established the Carol Stensrud Trust dated October 6, 2009, to be renamed the Carol Anne Lazier Trust ("Carol's Trust"); and BILL has established the William Stensrud Trust dated February 7, 2011 ("Bill's Trust"). Collectively, such revocable trusts are referred to herein as the "Trustors' Revocable Trusts" and singularly as a "Trustor's Revocable Trust."

### ARTICLE 2 FUNDING

**2.1 Right to Add Property to Trust Estate.** We may transfer, or cause to be transferred, additional property to the Trustees during our lifetimes or at or after our deaths. The Trustees are hereby authorized and directed to accept any such additions to the trust estate. With the consent of the Trustees, provided we do not object, other persons also may transfer property to the trust estate. All property transferred to the trust estate, and the income from and appreciation in such property, shall form the trust estates of the trusts created under this Trust Agreement and shall be held, administered, and distributed as provided in this Trust Agreement.

**2.3 Definition of Each Trustor's "Share" of the Trust Estate.** Wherever referred to in this Trust Agreement, each Trustor's "share" of the trust estate shall consist of the property or interest in any property contributed by such Trustor to the trust estate. To the extent not otherwise

14.7 **Statutes.** All statutory references in this Trust Agreement shall be construed to refer to that statutory section mentioned, related successor sections, and corresponding provisions of subsequent law, including all amendments.

14.8 **No Interest.** Except as otherwise provided herein, no interest shall be payable on any of the gifts or transfers directed to be made under this Trust Agreement.

14.9 **Severability.** If any provision or provisions of this Trust Agreement are determined to be invalid or unenforceable, the remaining provisions shall nevertheless be carried into effect and continue to be fully operative.

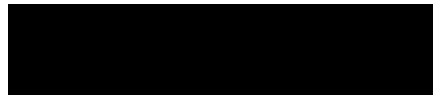
**ARTICLE 15  
CERTIFIED COPIES**

To the same effect as if it were the original, anyone may rely upon a copy of this Trust Agreement certified by a Trustee, or by an attorney, to be a copy of this instrument, or of any document required to be filed with, or to be kept at, the office of the Trustees. Anyone may rely upon any statements of fact concerning this trust certified by anyone who appears from an original document, or a certified copy, to be a Trustee or successor Trustee under this Trust Agreement.

We declare that the foregoing Trust Agreement creating the STENSRUD LAZIER HOLDING TRUST was executed by us effective October 17, 2011.



WILLIAM R. STENSRUD, Trustor



CAROL ANNE LAZIER, Trustor

The Trustees acknowledge that the Trustors have on this date signed and filed with the Trustees the STENSRUD LAZIER HOLDING TRUST, and do further acknowledge and declare that the Trustors have heretofore transferred and delivered to the Trustees, in trust, without consideration, certain property currently held by the Trustees.



CAROL ANNE LAZIER, Trustee

STATE OF CALIFORNIA )  
Nevada )  
COUNTY OF SAN DIEGO )  
Washoe

On December 23, 2011, before me, Brendan Cooper  
Notary Public, personally appeared WILLIAM R. STENSRUD, 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.

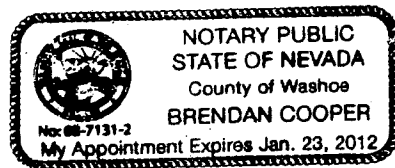
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

[Redacted Signature]

Signature

(Seal)



STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN DIEGO )

On December 8, 2011, before me, KATHLEEN D. LEACH  
Notary Public, personally appeared CAROL ANNE LAZIER, 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.

[Redacted Signature]

Signature

(Seal)

