

AMENDMENT TO THE HEATH FAMILY LIVING TRUST

1.1 Preamble

Norman Heath and Dawn Heath are the settlors of The Heath Family Living Trust created under that certain declaration of trust dated October 18, 2013. Norman Heath and Dawn Heath are the trustees duly appointed and acting under and by terms of that declaration of trust. In Section VII. of that declaration of trust, the settlors reserved the right to amend the trust, in the following language:

During the Grantors' joint lifetimes, either Grantor may revoke and/or the Grantors may jointly amend, this Agreement by delivering to the Trustee an appropriate written revocation or amendment executed with the same degree of formality as this Trust Agreement. After the death of the first Grantor, the Surviving Grantor may amend this Agreement in any respect. If the Trustee consents, the powers of revocation, but not the power of amendment, may be exercised by a duly appointed and acting attorney-in-fact for the Grantors, or either of them, for the purpose of withdrawing assets from the Trust. If the Trust is revoked, the Trustee shall distribute the Trust assets to the Grantors in the same manner and amount as the Grantors contributed the property.

The settlors now wish to exercise their right of amendment and, to that end, do hereby amend that declaration in the terms stated below. The trustees hereby consent to the terms of this amendment.

1.2 Amendment of First paragraph on page 1 of Trust

Section First paragraph on page 1 of that declaration is amended to read as follows:

This Joint Living Trust Agreement dated October 18, 2013, is made between Norman Heath and Dawn Heath (the "Grantors" and "Beneficiaries") of Riverside, California.

In consideration of the mutual covenants and promises set forth in this Agreement, the Grantors and the Trustee agree as follows:

1.3 Amendment of Section IX.(E.)

Section IX.(E.) of that declaration is amended to read as follows:

E. *Governing Law and Situs.* This Agreement shall be construed in accordance with the laws of the State of California and the situs of this trust shall be deemed to be the country and state of the Trustee's primary residence.

1.4 Amendment of Section VI.(A.)

Section VI.(A.) of that declaration is amended to read as follows:

A. *Distributions of Specific Amounts or Items of Personal Property.* Grantors direct the trustee to find a suitable home for their living pets after the death of the Surviving Grantor and to attempt to find a common adoptive home for all such living pets. Grantors also give certain tangible personal property in accordance with a written statement or list that one or both Grantors shall have prepared. Any person(s) claiming a right to a distribution pursuant to a written statement or list of tangible personal property shall present a true copy of the statement or list to the trustee within three (3) months, after which time it shall be conclusively presumed that no statement or list exists. In the event each Grantor leaves a list and to the extent such lists make contradictory gifts, the list left by the latest surviving Grantor shall control. If any beneficiary contained on such list is not living at the designated time, the item shall be distributed with the residuary assets of this Trust. If an item included on a written statement or list of tangible

personal property no longer exists or is no longer owned by the Grantors at the time of the Surviving Grantor's death, that particular specific gift shall lapse.

1.5 No-Contest Clause

If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly does any of the following acts, then the right of that person to take any interest given to him or her by this instrument shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the settlors.

(a) Without probable cause challenges the validity of this instrument on any of the following grounds:

- (i) Forgery;
- (ii) Lack of due execution;
- (iii) Lack of capacity;
- (iv) Menace, duress, fraud, or undue influence;
- (v) Revocation pursuant to the terms of this instrument or applicable law;
- (vi) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code section 21350 or applicable successor statute.

(b) Files a pleading to challenge the transfer of property on the grounds that it was not the transferor's property at the time of the transfer;

(c) Files a creditor's claim or prosecutes any action against the trust for any debt alleged to be owed by the settlors, or either of them, or from this trust to the beneficiary-claimant.

1.6 Ratification of Other Terms of Trust

In every other respect, the settlors incorporate by reference, confirm, and ratify the terms of the trust as stated in that certain declaration dated October 18, 2013.

Executed on _____, at Redlands, California.

SETTLORS-TRUSTEES

Norman Heath

Dawn Heath

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 Bernardino)

On _____, before me, Craig M. Parker, notary public, personally appeared Norman Heath and Dawn Heath, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

Craig M. Parker (Seal)