

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6096652

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES W POPA DECEASED, JUNE W DRAKE TRUSTEE OF POPA TRUST DATED 11/24/2014	05/07/2020
RECEIVING PARTY DATA	
Name:	DAVID J POPA
Street Address:	8365 BOREALIS ROAD
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92126
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9051013
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	619-985-3323
Email:	882604sd@gmail.com
Correspondent Name:	JUNE W DRAKE, TRUSTEE
Address Line 1:	2244 TAMPA AVENUE #A
Address Line 4:	EL CAJON, CALIFORNIA 92020
NAME OF SUBMITTER:	JUNE W DRAKE
SIGNATURE:	/junewdrake/
DATE SIGNED:	05/07/2020
Total Attachments: 19	
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STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF NEVADA

GRASS VALLEY, CALIFORNIA 95945

CERTIFICATE OF DEATH

3201929000784

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given)		3. LAST (Family)	
JAMES		POPA	
2. MIDDLE		4. DATE OF BIRTH (month/day/year)	
WARREN		11/16/1938	
5. AGE (years)		6. SEX	
80		M	
7. US BORN OR FOREIGN BORN			
US BORN			
8. BIRTH STATE/FOREIGN COUNTRY		10. MARITAL STATUS (at time of death)	
IL		DIVORCED	
15. SOCIAL SECURITY NUMBER		1. DATE OF DEATH (month/day/year)	
351-30-2918		10/30/2019	
2. HOURS (of day)		3. MINUTES	
1657			
13. EDUCATION - highest level (degree)		14. DECEDENT'S RACE - (Up to 3 races may be listed; race worked on only)	
ASSOCIATE		CAUCASIAN	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	
PILOT		COMMERCIAL AIRLINES	
19. YEARS IN OCCUPATION		30	
20. DECEDENT'S RESIDENCE (Street and number, or location)			
19608 WOLF CREEK ROAD			
21. CITY		22. COUNTY/PROVINCE	
GRASS VALLEY		NEVADA	
23. ZIP CODE		24. YEARS IN COUNTY	
95949		39	
25. STATE/FOREIGN COUNTRY		26. INFORMATION'S NAME, RELATIONSHIP	
CA		DAVID POPA, SON	
27. INFORMATION'S ADDRESS (Street and number, or post office number, city or town, state and zip)		8365 BOREALIS ROAD, SAN DIEGO, CA 92128	
28. NAME OF SPOUSE (First)		29. MIDDLE	
SAMUEL		JAMES	
30. NAME OF SPOUSE (Last)		31. LAST	
LOUISE		POPA	
32. MIDDLE		33. LAST	
MYRTLE		LEEDY	
34. BIRTH STATE		35. BIRTH STATE	
IL		IL	
36. DATE OF DEATH (month/day/year)		37. PLACE OF DEATH (City and State)	
11/07/2019		SCATTERING AT SEA OFF THE COAST OF SAN DIEGO COUNTY	
38. TYPE OF DEATH (Cause)		39. SIGNATURE OF EXAMINER	
CR/SEA		NOT EMBALMED	
40. NAME OF FUNERAL HOME		41. LICENSE NUMBER	
HOOPER & WEAVER MORTUARY INC		FD411	
42. SIGNATURE OF LOCAL REGISTRAR		43. DATE (month/day/year)	
KENNETH CUTLER, MD		11/07/2019	
44. PLACE OF DEATH		45. IF HOSPITAL, SPECIFY ONE	
OWN RESIDENCE		HOSPITAL	
46. CITY		47. IF OTHER THAN HOSPITAL, SPECIFY ONE	
NEVADA		HOME	
48. ADDRESS (Street and number, or location)		49. CITY	
19608 WOLF CREEK ROAD		GRASS VALLEY	
50. CAUSE OF DEATH		51. DEATH REPORTED TO CORONER	
HYPERTENSIVE HEART DISEASE WITH HEART FAILURE		YES	
52. DILATED CARDIOMYOPATHY		53. DEATH REPORTED TO CORONER	
12 YRS		YES	
54. AUTOPSY PERFORMED		55. DEATH REPORTED TO CORONER	
YES		YES	
56. DEATH REPORTED TO CORONER		57. DEATH REPORTED TO CORONER	
YES		YES	
58. DEATH REPORTED TO CORONER		59. DEATH REPORTED TO CORONER	
YES		YES	
60. DEATH REPORTED TO CORONER		61. DEATH REPORTED TO CORONER	
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64. DEATH REPORTED TO CORONER		65. DEATH REPORTED TO CORONER	
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YES		YES	
68. DEATH REPORTED TO CORONER		69. DEATH REPORTED TO CORONER	
YES		YES	
70. DEATH REPORTED TO CORONER		71. DEATH REPORTED TO CORONER	
YES		YES	
72. DEATH REPORTED TO CORONER		73. DEATH REPORTED TO CORONER	
YES		YES	
74. DEATH REPORTED TO CORONER		75. DEATH REPORTED TO CORONER	
YES		YES	
76. DEATH REPORTED TO CORONER		77. DEATH REPORTED TO CORONER	
YES		YES	
78. DEATH REPORTED TO CORONER		79. DEATH REPORTED TO CORONER	
YES		YES	
80. DEATH REPORTED TO CORONER		81. DEATH REPORTED TO CORONER	
YES		YES	
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90. DEATH REPORTED TO CORONER		91. DEATH REPORTED TO CORONER	
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92. DEATH REPORTED TO CORONER		93. DEATH REPORTED TO CORONER	
YES		YES	
94. DEATH REPORTED TO CORONER		95. DEATH REPORTED TO CORONER	
YES		YES	
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108. DEATH REPORTED TO CORONER		109. DEATH REPORTED TO CORONER	
YES		YES	
110. DEATH REPORTED TO CORONER		111. DEATH REPORTED TO CORONER	
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120. DEATH REPORTED TO CORONER		121. DEATH REPORTED TO CORONER	
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122. DEATH REPORTED TO CORONER		123. DEATH REPORTED TO CORONER	
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152. DEATH REPORTED TO CORONER		153. DEATH REPORTED TO CORONER	
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210. DEATH REPORTED TO CORONER		211. DEATH REPORTED TO CORONER	
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YES		YES	
232. DEATH REPORTED TO CORONER		233. DEATH REPORTED TO CORONER	
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YES		YES	
296. DEATH REPORTED TO CORONER		297. DEATH REPORTED TO CORONER	
YES		YES	
298. DEATH REPORTED TO CORONER		299. DEATH REPORTED TO CORONER	
YES		YES	
300. DEATH REPORTED TO CORONER		301. DEATH REPORTED TO CORONER	
YES		YES	
302. DEATH REPORTED TO CORONER		303. DEATH REPORTED TO CORONER	
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304. DEATH REPORTED TO CORONER		305. DEATH REPORTED TO CORONER	
YES		YES	
306. DEATH REPORTED TO CORONER		307. DEATH REPORTED TO CORONER	
YES		YES	
308. DEATH REPORTED TO CORONER		309. DEATH REPORTED TO CORONER	
YES		YES	
310. DEATH REPORTED TO CORONER		311. DEATH REPORTED TO CORONER	
YES		YES	
312. DEATH REPORTED TO CORONER		313. DEATH REPORTED TO CORONER	
YES		YES	
314. DEATH REPORTED TO CORONER		315. DEATH REPORTED TO CORONER	
YES		YES	
316. DEATH REPORTED TO CORONER		317. DEATH REPORTED TO CORONER	
YES		YES	
318. DEATH REPORTED TO CORONER		319. DEATH REPORTED TO CORONER	

ASSIGNMENT OF PATENT

Whereas, JAMES W POPA DECEASED,
JUNE W DRAKE TRUSTEE is owner of said
patent/application _____.

Whereas, DAVID J. POPA

hereafter referred to said assignee is desirous of acquiring the entire right and
interest in said patent/ application 9051013.

Now, therefore, I/we acknowledged, and other good and valuable consideration,
I/we, owner by these presents do sell, assign and transfer unto said assignee the
entire right title and interest in aforesaid patent.

Executed this 5/7/20

Signature June W Drake, Trustee

Certification of Trust

1. The following trust is the subject of this Certification:

JUNE W. DRAKE, Trustee of the POPA TRUST DATED NOVEMBER 24, 2014.

2. The name and address of the currently acting Trustee of the trust is as follows:

JUNE W. DRAKE, 2244 Tampa Ave, Apt A, El Cajon, CA 92020.

3. The trust is irrevocable.

4. The trust is currently in full force and effect.

5. Attached to this Certification and incorporated in it are selected provisions of the trust evidencing the following:

Article One	Creation of the trust, Initial Trustees, and Statement of Revocability of the Trust
Article Three	Successor Trustees
Article Twelve	Powers of the Trustees
Article Thirteen	Signature Pages

6. The Taxpayer Identification Number of this trust is **84-6900190**.

7. Title to trust assets should be taken in the form specified in the first paragraph of this Certification.

8. The trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Certification of Trust to be incorrect.

9. The trust provisions that are not attached to this Certification are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustee.

10. This certification is made under California Probate Code Section 18100.5 and California Commercial Code Section 8402(a)(2)-(5) and is signed by the currently acting Trustee. Any transaction entered into by a person acting in reliance on this certification is enforceable against the trust assets.

11. **PROBATE CODE SECTION 18100.5(b) PROVIDES THAT ANY PERSON WHO REFUSES TO ACCEPT THIS CERTIFICATION IN LIEU OF THE ORIGINAL TRUST DOCUMENT WILL BE LIABLE FOR DAMAGES, INCLUDING ATTORNEYS' FEES, INCURRED AS A RESULT OF THAT REFUSAL, IF THE COURT DETERMINES THAT THE PERSON ACTED IN BAD FAITH IN REQUESTING THE TRUST DOCUMENT.**

CERTIFICATION OF TRUST
POPA TRUST DATED NOVEMBER 24, 2014

12. By signing below, I declare under penalty of perjury under the laws of the State of California that the foregoing declarations are true.
13. This Certification is dated 12-23, 2019.

JUNE W. DRAKE
JUNE W. DRAKE, Trustee

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.

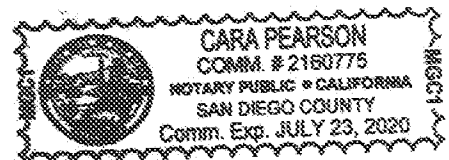
STATE OF San Diego CA.)
COUNTY OF San Diego) ss.

On 12-23-19 before me, Cara Pearson, a Notary Public, personally appeared JUNE W. DRAKE, 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 Cara Pearson (Seal)



CERTIFICATION OF TRUST
POPA TRUST DATED NOVEMBER 24, 2014

**SECOND AMENDMENT TO AND COMPLETE RESTATEMENT
OF THE POPA TRUST DATED NOVEMBER 24, 2014**

**Article One
Establishing the Trust**

On November 24, 2014, I executed the Popa Trust, and reserved the right to amend the trust, in whole or in part. I now wish to restate that original trust, and any amendments, in their entirety. This restatement shall replace and supersede the provisions of my original trust and all prior amendments, so that after amendment the Popa Trust now states:

The parties to this restated trust are JAMES W. POPA (the *Trustmaker*) and JAMES W. POPA and JUNE W. DRAKE (collectively, the *Trustee*).

I intend to create a valid trust under the laws of California and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of California law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying the Trust

For convenience, the trust may be referred to as:

POPA TRUST DATED NOVEMBER 24, 2014

To the extent practicable, for the purpose of transferring property to the trust or identifying the trust in any beneficiary or pay-on-death designation, the trust should be identified as:


**JAMES W. POPA and JUNE W. DRAKE, Trustees of the POPA
TRUST DATED NOVEMBER 24, 2014**

For all purposes concerning the identity of the trust or any property titled in or payable to the trust, any description referring to the trust will be effective if it reasonably identifies the trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of the Trustee or the powers held by the Trustee. To protect the confidentiality of this instrument, the Trustee may use an affidavit or a certification of trust that identifies the Trustee and sets forth the

SECOND AMENDMENT TO AND COMPLETE RESTATEMENT
OF THE POPA TRUST DATED NOVEMBER 24, 2014



Section 1244 (small business) stock; and

any property, the transfer of which would result in the immediate recognition of income subject to income or other taxes, would result in the loss of a homestead exemption, or would violate a restriction on transfer agreement.

(b) Acceptance by the Trustee

By executing this instrument, the Trustee accepts and agrees to hold the property transferred to the trust as trust property. All property transferred to the trust after the date of this trust must be acceptable to the Trustee. The Trustee may refuse to accept any property. The Trustee shall hold, administer, and dispose of all accepted trust property for my benefit and for the benefit of my beneficiaries, in accordance with the terms of this trust.

Section 1.04 Powers Reserved by Me as Trustmaker

As Trustmaker, I retain the powers set forth in this Section in addition to any powers that I reserve in other provisions of this instrument.

(a) Action on Behalf of the Trust

Whenever I am serving as Trustee, I may act for and conduct business on behalf of the trust without the consent of any other Trustee, with the exception that any action or decision with respect to real property shall require the concurrence and joinder of all then-acting Trustees.

(b) Amendment, Restatement, or Revocation

I may amend, restate, or revoke this instrument, in whole or in part, for any purpose. Any amendment, restatement, or revocation must be made in writing and delivered to the then-serving Trustee.

An agent acting under a power of attorney may exercise the powers in this Subsection to the extent the power of attorney authorizes. The agent's good-faith acts, forbearances, or omissions are conclusive on all persons interested in the trust, and the agent will not be liable for the consequences.

(c) Addition or Removal of Trust Property

I may add property to the trust and may remove any property from the trust at any time.

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Article Three

Trustee Succession Provisions

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving written notice to me. If I am incapacitated or deceased, a resigning Trustee must give written notice to the trust's Income Beneficiaries and to any other then-serving Trustee.

Section 3.02 Trustee Succession during My Lifetime

During my lifetime, this Section governs the removal and replacement of the Trustees.

(a) Removal and Replacement by Me

I may remove any Trustee with or without cause at any time. If a Trustee is removed, resigns, or cannot continue to serve for any reason, I may serve as sole Trustee, appoint a Trustee to serve with me, or appoint a successor Trustee.

(b) During My Incapacity

During any time that I am incapacitated, the following will replace any then-serving Trustee in this order:

JUNE W. DRAKE; then

JUDITH E. PROLIC; and then

DAVID J. POPA

If I am incapacitated, a Trustee may be removed only for cause, and only if a court of competent jurisdiction approves the removal upon the petition of an interested party.

If I am incapacitated and no named successor Trustee has been designated, a majority of my children may appoint an individual or a corporate fiduciary to serve as the successor Trustee.

All appointments, removals, and revocations must be by signed written instrument.

Section 3.03 Trustee Succession after My Death

After my death, this Section will govern the removal and replacement of the Trustees.

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as Trustee, a majority of the trust's Income Beneficiaries may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

Section 3.04 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed and to any other then-serving Trustees. The removal becomes effective in accordance with its provisions.

Notice of appointment must be in writing and delivered to the successor Trustee and to any other then-serving Trustees. The appointment becomes effective at the time of acceptance by the successor Trustee. A copy of the notice may be attached to this instrument.

Section 3.05 Appointment of a Co-Trustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Co-Trustee. This Co-Trustee serves only as long as the appointing Trustee serves, or as long as the last to serve if more than one Trustee appointed the Co-Trustee. This Co-Trustee will not become a successor Trustee upon the death, resignation, or incapacity of the appointing Trustee, unless appointed under the terms of this instrument. Although this Co-Trustee may exercise all the powers of the appointing Trustee, the combined powers of this Co-Trustee and the appointing Trustee may not exceed the powers of the appointing Trustee alone. The Trustee appointing a Co-Trustee may revoke the appointment at any time, with or without cause.

Section 3.06 Corporate Fiduciaries

Any corporate fiduciary serving under this instrument as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Internal Revenue Code Section 672(c).

This corporate fiduciary must:

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Section 3.09 Rights and Obligations of Successor Trustees

Each successor Trustee serving under this instrument, whether corporate or individual, will have all of the title, rights, powers, and privileges granted to the initial Trustees named under this instrument. In addition, each successor Trustee will be subject to all of the restrictions imposed upon, as well as to all discretionary and ministerial obligations and duties given to the initial Trustees named under this instrument.

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I request that the Trustee also consider the possible effects of inflation or deflation, changes in global and US economic conditions, transaction expenses, and the trust's need for liquidity while arranging the trust's investment portfolio.

The Trustee may delegate his or her discretion to manage trust investments to any registered investment advisor or corporate fiduciary.

Section 12.04 Banking Powers

The Trustee may establish any type of bank account in any banking institutions that the Trustee chooses. If the Trustee makes frequent disbursements from an account, the account does not need to be interest bearing. The Trustee may authorize withdrawals from an account in any manner.

The Trustee may open accounts in the name of the Trustee, with or without disclosing fiduciary capacity, and may open accounts in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the account's fiduciary nature or refer to any trust or Trustee.

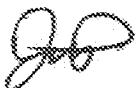
Section 12.05 Business Powers

If the trust owns or acquires an interest in a business entity, whether as a shareholder, partner, general partner, sole proprietor, member, participant in a joint venture, or otherwise, the Trustee may exercise the powers and authority provided for in this Section. The powers granted in this Section are in addition to all other powers granted to the Trustee in this trust.

(a) No Duty to Diversify

Notwithstanding any duty to diversify imposed by state law or any other provision of this trust, the Trustee may acquire or indefinitely retain any ownership interest in or indebtedness of any closely held or nonpublicly traded entity in which the trust, myself, my descendants, and the spouses of my descendants have an ownership interest (the *business interests*), and even though any business interest may constitute all or a substantial portion of the trust property. I specifically authorize the Trustee to invest or indefinitely retain all or any part of the trust property in these business interests, regardless of any resulting risk, lack of income, diversification, or marketability. I waive any applicable prudent investor rule, as well as the Trustee's standard of care and duty to diversify with respect to the acquisition or retention of these business interests.

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trust's principal and income to the risks of the business for any term or period, as the Trustee determines.

For any business in which the trust has an interest, the Trustee may advance money or other property, make loans (subordinated or otherwise) of cash or securities, and guarantee the loans of others made to the business. The Trustee may borrow money for the business, either alone or with other persons interested in the business, and may secure the loan or loans by a pledge or mortgage of any part of any trust property.

The Trustee may select and vote for directors, partners, associates, and officers of the business. The Trustee may enter into owners' agreements with a business in which the trust has an interest or with the other owners of the business.

The Trustee may execute agreements and amendments to agreements as may be necessary to the operation of the business, including stockholder agreements, partnership agreements, buy-sell agreements, and operating agreements for limited liability companies.

The Trustee may generally exercise any powers necessary for the continuation, management, sale, or dissolution of the business.

The Trustee may participate in the sale, reorganization, merger, consolidation, recapitalization, or liquidation of the business. The Trustee may sell or liquidate the business or business interest on terms the Trustee deems advisable and in the best interests of the trust and the beneficiaries. The Trustee may sell any business interest held by the trust to one or more of the beneficiaries of this trust or to any trust in which a majority of the beneficiaries are beneficiaries of this trust. The Trustee may make the sale in exchange for cash, a private annuity, an installment note, or any combination of those.

The Trustee may exercise all of the business powers granted in this trust even though the Trustee may be personally invested in or otherwise involved with the business.

(c) Business Liabilities

If any tort or contract liability arises in connection with the business, and if the trust is liable, the Trustee will first satisfy the liability from the assets of the business, and only then from other trust property as determined by the Trustee.

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- conduct environmental assessments, audits, or site monitoring;
- take remedial action to contain, clean up, or remove any hazardous substance including a spill, discharge, or contamination;
- institute, contest, or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance;
- comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement, or cleanup of any hazardous substance; and
- employ agents, consultants, and legal counsel to assist the Trustee in these actions.

The Trustee is not liable for any loss or reduction in value sustained by the trust as a result of the Trustee's decision to retain property on which hazardous materials or substances requiring remedial action are discovered, unless the Trustee contributed to that loss through willful misconduct or gross negligence.

The Trustee is not liable to any beneficiary or to any other party for any decrease in the value of property as a result of the Trustee's actions to comply with any environmental law, including any reporting requirement.

The Trustee may release, relinquish, or disclaim any power held by the Trustee that the Trustee determines may cause the Trustee to incur individual liability under any environmental law.

Section 12.09 Farm, Ranch, and Other Agricultural Powers

The Trustee may retain, acquire, and sell any farm or ranching operation, whether as a sole proprietorship, partnership, or corporation.

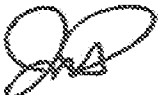
The Trustee may engage in the production, harvesting, and marketing of farm and ranch products, either by operating directly or indirectly with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; and acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

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interest created under this trust to vest in order to be valid under the rule against perpetuities.

The Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by me individually or by any Trustee, and may release or foreclose on any mortgage or security interest payable to me or to the trust.

The Trustee may borrow money at interest rates and on other terms that the Trustee deems advisable from any person, institution, or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

The Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. The Trustee may accept deeds instead of foreclosing.

Section 12.12 Nominee Powers

The Trustee may hold real estate, securities, and any other property in the name of a nominee or in any other form, without disclosing the existence of any trust or fiduciary capacity.

Section 12.13 Oil, Gas and Mineral Interests

The Trustee may acquire, maintain, develop, and exploit, either alone or jointly with others, any oil, gas, coal, mineral, or other natural resource rights or interests.

The Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell, and exchange any of those rights and interests on terms and for a price that the Trustee deems advisable.

The Trustee may execute leases, pooling, unitization, and other types of agreements in connection with oil, gas, coal, mineral, and other natural resource rights and interests, even though the terms of those arrangements may extend beyond the trust's termination.

The Trustee may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it considers proper.

The Trustee may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the trust's principal and income.

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qualified tuition program, the Trustee may act as contributor, administering the interest by actions including:

- designating and changing the designated beneficiary of the interest in the qualified tuition program;
- requesting both qualified and nonqualified withdrawals;
- selecting among investment options and reallocating funds among different investment options;
- making rollovers to another qualified tuition program; and
- allocating any tax benefits or penalties to the beneficiaries of the trust.

Notwithstanding anything in this provision to the contrary, the designated beneficiary must always be a beneficiary of the trust from which the funds were distributed to establish the interest in the qualified tuition program. Investment in a qualified tuition program will not be considered a delegation of investment responsibility under any applicable statute or other law.

Section 12.19 Real Estate Powers

The Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in the manner and on the terms and conditions as the Trustee deems appropriate.

The Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements to, and abandon any real property.

The Trustee may manage real estate in any manner considered best, and may exercise all other real estate powers necessary to effect this purpose.

The Trustee may enter into contracts to sell real estate. The Trustee may enter into leases and grant options to lease trust property, even though the term of the agreement extends beyond the termination of any trusts established under this trust and beyond the period that is required for an interest created under this trust to vest in order to be valid under the rule against perpetuities. The Trustee may enter into any contracts, covenants, and warranty agreements that the Trustee deems appropriate.

Section 12.20 Residences and Tangible Personal Property

The Trustee may acquire, maintain, and invest in any residence for the beneficiaries' use and benefit, whether or not the residence is income producing and without regard to the proportion that the residence's value may bear to the trust property's

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property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

The Trustee may hold property that is not income producing or is otherwise nonproductive if holding the property is in the best interests of the beneficiaries in the sole and absolute discretion of the Trustee. On the other hand, the Trustee will invest contributions of cash and cash equivalents as soon as reasonably practicable after the assets have been acquired by the trust.

The Trustee may retain a reasonable amount in cash or money market accounts to pay anticipated expenses and other costs, and to provide for anticipated distributions to or for the benefit of a beneficiary.

The Trustee may abandon any property that the Trustee considers of insignificant value.

Section 12.23 Settlement Powers

The Trustee may settle any claims and demands in favor of or against the trust by compromise, adjustment, arbitration, or other means. The Trustee may release or abandon any claim in favor of the trust.

Section 12.24 Subchapter S Corporation Stock Provisions

During any period the trust is not treated as a grantor trust for tax purposes under Internal Revenue Code Section 671, this trust or any trust created under this trust may hold any S corporation stock held as a separate *Electing Small Business Trust*, or as a separate *Qualified Subchapter S Trust*, as provided in this Section.

For purposes of this Section, *S corporation stock* means all capital stock issued by a corporation (or other entity taxable as a corporation for federal income tax purposes) that is treated or is intended to be treated under Section 1361(a) as an *S corporation* for federal income tax purposes.

(a) Electing Treatment as an Electing Small Business Trust

If the Trustee elects under Internal Revenue Code Section 1361(e)(3) to qualify any portion of the trust as an *Electing Small Business Trust*, the Trustee shall:

apportion a reasonable share of the unallocated expenses of all trusts created under this trust to the Electing Small Business Trust under the applicable

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separate Qualified Subchapter S Trusts for each of these people.

(2) Distributions

Until the earlier of the death of the current Income Beneficiary or the date on which the trust no longer holds any S corporation stock (the *QSST termination date*), the Trustee shall distribute at least annually all of the trust's *net income*, as defined in Internal Revenue Code Section 643(b) to the current Income Beneficiary.

The terms of the trust to which the S corporation stock was originally allocated govern distributions of principal from the Qualified Subchapter S Trust. But until the QSST termination date, the Trustee may distribute principal only to the current Income Beneficiary of the Qualified Subchapter S Trust and not to any other person or entity.

If the Qualified Subchapter S Trust terminates during the lifetime of the current Income Beneficiary, the Trustee shall distribute all assets of the Qualified Subchapter S Trust to the current Income Beneficiary outright and free of the trust.

(3) Allocation of Income and Expenses

The Trustee shall characterize receipts and expenses of any Qualified Subchapter S Trust in a manner consistent with Internal Revenue Code Section 643(b).

(4) Trust Merger or Consolidation

Notwithstanding any other provision of this trust that may seem to the contrary, the Trustee may not merge any Qualified Subchapter S Trust with another trust's assets if doing so would jeopardize the qualification of either trust as a Qualified Subchapter S Trust.

(c) Governance of the Trusts

The following additional provisions apply to any separate trust created under this Section.

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Section 12.26 Limitation on the Trustee's Powers

All powers granted to Trustees under this trust or by applicable law are limited as set forth in this Section, unless explicitly excluded by reference to this Section. The limitations set forth in this Section do not apply to me.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may only make discretionary decisions when they pertain to a beneficiary's health, education, maintenance, or support as described under Internal Revenue Code Sections 2041 and 2514.

(b) No Distributions in Discharge of Certain Legal Obligations

The Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

(c) Insurance Policy on the Life of the Trustee

If the trust holds a policy that insures the life of a Trustee, that Trustee may not exercise any powers or rights with respect to the policy. Instead, a Co-Trustee or an Independent Special Trustee must exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current Income Beneficiaries (excluding the insured Trustee if he or she is a beneficiary) will select the Independent Special Trustee.

(d) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures a beneficiary's life, the beneficiary, individually or as Trustee, may not exercise any power over the policy, its cash value, or its proceeds. This denial of power is intended to prevent an insured beneficiary from holding any power that would constitute an incident of ownership of the policy.

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(d) Governing State Law

This trust is governed, construed, and administered according to the laws of California, as amended except as to trust property required by law to be governed by the laws of another jurisdiction and unless the situs of administration is changed under Section 13.05.

(e) Notices

Unless otherwise stated, any notice required under this trust will be in writing. The notice may be personally delivered with proof of delivery to the party requiring notice and will be effective on the date personally delivered. Notice may also be mailed, postage prepaid, by certified mail with return receipt requested to the last known address of the party requiring notice. Mailed notice is effective on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If the party requiring notice is a minor or incapacitated individual, notice will be given to the parent or Legal Representative.

(f) Severability

The invalidity or unenforceability of any provision of this trust does not affect the validity or enforceability of any other provision of this trust. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this trust are to be interpreted as if the invalid provision had never been included.

I have executed this restated trust on June 5th, 2018 This restated trust instrument is effective when signed by me, whether or not now signed by a Trustee.


JAMES W. POPA, Trustmaker and Trustee


JUNE W. DRAKE, Trustee

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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 Diego) ss.

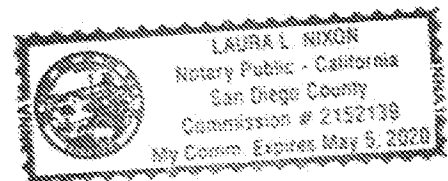
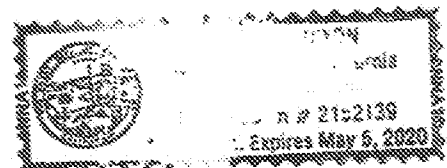
On July 11, 2018, before me, Laura L. Nixon, a Notary Public, personally appeared JUNE W. DRAKE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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

Laura L. Nixon (Seal)



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