TRUST DISTRIBUTION AGREEMENT
NORMAN L. MAYER REVOCABLE TRUST
ORIGINALLY ESTABLISHED JANUARY 22, 1985,
AS AMENDED

This agreement is made as of _____, 2013 by LOIS D. JOHNSON and EFFIE LOUISE CREW, Co-trustees of the NORMAN L. MAYER REVOCABLE TRUST ORIGINALLY ESTABLISHED JANUARY 22, 1985, AS AMENDED (hereinafter referred to as "Trust") and LOIS D. JOHNSON, EFFIE LOUISE CREW and SHIRLEY A. PEER, MASONIC HOMES, GARDEN GROVE ELKS, AND CITY OF HUNTINGTON BEACH. (hereinafter referred to as "Beneficiaries" and collectively as "Parties").

1. Distribution Provisions. The terms of NORMAN L. MAYER REVOCABLE TRUST ORIGINALLY ESTABLISHED JANUARY 22, 1985, AS AMENDED pursuant to ARTICLE III, Section 3.04 of the Second Amendment to and Complete Restatement of the NORMAN L. MAYER REVOCABLE TRUST ORIGINALLY ESTABLISHED JANUARY 22, 1985 states that the Trust estate shall be distributed as follows: (1) $10,000 to the Masonic Homes; (2) $10,000 to Garden Grove Elks; (3) $10,000 to City of Huntington Beach for park bench; (4) Remainder into equal shares to LOIS D. JOHNSON, EFFIE LOUISE CREW and SHIRLEY A. PEER.

2. Proposed Final Trust Distribution. The Trust is now in a position to make a final trust distribution as follows described below and also shown on Exhibit "A":

3. Beneficiaries Consents to Final Trust Distribution. By signing the Final Trust Distribution Agreement, the Beneficiaries herein agree that the final distribution set forth in Paragraph 3 and also shown on Exhibit "A" is proper in all respects.

4. Waiver of Final Accounting. Under the terms of the Trust, a full accounting may be required by the Trustee in accordance with the California Probate Code. For purposes of the final trust distribution, the Beneficiaries hereby waive an accounting.

5. Reserve. The Trustee is holding in reserve $100,000 for any final taxes, expenses including attorneys fees, liabilities and costs arising from the Trust. Upon completion of the final tax return and payment of all final expenses, the balance of the reserve, if any, shall be distributed to the Beneficiaries as set forth in Paragraph 1.

6. Trustee's Fees. The total Trustees' fees shall be $10,000 payable to Lois D. Johnson. By signing this Agreement, the Beneficiaries consent that these fees are proper in all respects.

7. Further Documents. Each Party hereto agrees to make, execute, and acknowledge such deeds, assignments, bills of sale, stock powers, letters of instruction, and other documents of transfer or conveyance as reasonably required to carry out the distribution set forth in the paragraph immediately preceding and otherwise to carry out the terms of this Agreement.

8. Mutual Releases.

8.1 All Parties, on behalf of themselves, their successors, assigns and agents, hereby release and discharge all other Parties, and their officers, directors, trustees, shareholders, heirs, executors, administrators, attorneys, successors and assigns, principals, agents, servants, employees, consultants, representatives, parents, owners, brokers, affiliates, subsidiaries and related entities and each of them, from any and all actions, claims, causes of action, judgments, liens, promises, agreements, contracts, obligations, transactions, indebtedness, costs, damages, losses, lawsuits, arbitrations, appeals, claims, liabilities, indemnifications, debts, restrictive covenants, covenants not to compete, demands, attorneys' fees or expenses of any nature whatsoever.

8.2 Waiver of Unknown Claims. It is the intention of the Parties hereto that this release be effective as a full and final accord and satisfaction and release of each and every claim any Party may have against any other Party, whether known or unknown. In furtherance of this intention, all Parties herein acknowledge that they are familiar with California Civil Code §1542, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR."

All Parties herein expressly waive and relinquish any right or benefit he, she or it might have under Section 1542 of the California Civil Code or any relevant similar statute to the full extent that it may lawfully waive such rights and benefits.

9. Indemnification. The Beneficiaries hereby agree to indemnify, defend, and hold the Trustee and Trustee's Attorneys free and harmless from and against any and all liability, damages, losses, or expenses, including reasonable attorneys' and accountants' fees howsoever arising by reason of the distribution of the Trust Estate pursuant to this Agreement, including payment of taxes, interest, and penalties, if any. In addition, Trustees and beneficiaries acknowledge that Trustees' Attorney's have advised them that Trustees' Attorneys have not advised Trustees concerning any taxes that may be owing, including but not limited to Estate Tax, and that Trustees' Attorneys disclaim any responsibility for any tax liabilities that may be owing. Trustees and Beneficiaries hereby agree to indemnify, defend, and hold the Trustees' Attorneys free and harmless from and against any and all liability, damages, losses, or expenses, including reasonable attorneys and accountants fees howsoever arising from any taxes that may be owing from the Trust.

10. Binding on Successors. This Agreement shall be binding on the heirs, successors, and assigns of the parties hereto, including any successor trustees of any of the trusts referred to herein.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more that one counterpart of the signature page and this Agreement may be executed by affixing signatures of each of the Parties to one of such counterpart signature pages; all of such counterpart signature pages shall read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

13. Advice of Counsel. The Beneficiaries hereby acknowledge that they have been advised to have this Agreement reviewed by an attorney and tax advisor of their choosing and freely and knowingly enter into this Agreement without reliance upon the advice of TREDWAY, LUMSDAINE & DOYLE, counsel for Trustee.

Executed at Irvine, California on _____, 2013.

_____
LOIS D. JOHNSON, Co-trustee

_____
EFFIE LOUISE CREW, Co-trustee

Executed at _____, California, on _____, 2013.

BENEFICIARIES:

_____
LOIS D. JOHNSON

_____
EFFIE LOUISE CREW

_____
SHIRLEY A. PEER

_____
By:_____
MASONIC HOMES

_____
By:_____
GARDEN GROVE ELKS

_____
By:_____
City of Huntington Beach

EXHIBIT "A"
NORMAN L. MAYER REVOCABLE TRUST ORIGINALLY ESTABLISHED
JANUARY 22, 1985, AS AMENDED

Trust Assets –

Personal Effects	No present value	
Cash on Hand	$1,281,305.41	
Receipts Expected from loan payoff and reimbursement	**$202,199.34**	

Expenses

Trustee Fees	$10,000	
Reserve for final expenses	$100,000	
Total Specific Bequests	**$30,000**	

Total to Distribute:	$1,141,305.41	
Amount to Each Beneficiary:	$380,435.18	

Distribution

To Lois D. Johnson	$380,435.18	
To Effie Louise Crew	$380,435.18	
To Shirley A. Peer	$380,435.18	