

FAMILY TRUST

DECLARATION OF TRUST

[REDACTED] and [REDACTED] a married couple with their principal place of residence [REDACTED] herein called "Trustees," hereby declare:

I. That they have received the sum of \$10.00 (Ten Dollars) from [REDACTED] AND [REDACTED] [REDACTED], a married couple hereinafter referred to as "Beneficiaries", as their community property, which sum shall be held uninvested and without liability for interest for such purpose and for such period of time as is hereinafter indicated.

II. That they are authorized to receive an interest in the property located at [REDACTED] [REDACTED], California, and such other conveyances of real property from time to time from such parties and upon such conditions as are specified by the Beneficiaries.

III. That the duties hereunder assumed by the Trustees are exercisable only pursuant to the written directions of the Beneficiaries, it being understood that this is a directional

holding trust created for the sole purpose of vesting legal title to the aforesaid real property interest and real property and other property in the [REDACTED] FAMILY TRUST, dated [REDACTED] in order to accomplish the Trust purposes as are hereafter set forth.

IV. That the Trustees shall hold the \$10.00 and other property and such title as they may receive in and to the aforesaid real property, in trust, under the conditions and for the purposes herein set forth.

SECTION ONE

Upon receipt of written directions signed by the Beneficiaries, the Trustees in their capacity as Trustees and not in their individual capacity shall do and perform any or all of the following acts:

1. Convey all or any part of the real property held hereunder at any time to the persons or entities designated in said directions for the purpose of encumbering the same and accept a reconveyance of said real property subject to such encumbrance, without causing a suspension or termination of this Trust.

2. Convey all or any part of said real property, subject to all matters then of record against the same, to the person or entity designated in said directions and for such consideration and on such terms and conditions as are therein specified.

3. Make any elections, vote, give notice, or do any other legal acts with respect to the property.

4. Execute leases or rental agreements or agreements to modify, extend or renew any leases on said real property upon such terms and conditions, for such rental and to such tenants or lessees as are specified in said directions. Any such lease or rental agreement may be for the period or periods; within or extending beyond the life of this Trust, including oil and gas leases and joinder by the Trustees, in community oil and gas leases.

5. Execute, acknowledge and deliver such instruments, including, but not limited to notes and/or trust deeds, affecting said real property as are specified in such directions in the manner therein provided.

6. Distribute any moneys or other property received by it by reason of the provisions hereof in accordance with said directions.

SECTION TWO

Any and all acts required of the Trustees in accordance with the written directions of the Beneficiaries, as provided in Section One, shall be subject to the following limitations:

1. The terms and conditions of any instrument to be executed by the Trustees and the form and substantive content of the same shall be the sole responsibility of the Beneficiaries as provided in Section One, expressly understood that the Trustees assume no responsibility for the sufficiency, legality or effectiveness of the same.

being understood that all costs and expenses incurred by reason thereof shall be borne by said Beneficiaries.

Notwithstanding the foregoing provisions of this Section, the Trustees, at their option, may obtain indemnity and public liability insurance in such reasonable amount and with such insurer companies as they elect, all at the expense of the Beneficiaries.

SECTION FOUR

The Trustees shall not be required to compromise, contest or arbitrate claims or demands, or to commence or defend any action at law or equity or any other proceedings brought or instituted by persons other than parties to the instrument affecting or with respect to this Trust or the property held hereunder; provided, however, upon the written request of the Beneficiaries so to do, accompanied by money and/or indemnity sufficient, in the sole judgment of the Trustees, to cover all costs, damages and liabilities in connection therewith, the Trustees may do and perform any or all the powers, rights and discretions which they shall deem necessary to comply with such request, including the right to employ such counsel and agents as they shall deem advisable, all at the risk and expense of the Trust Estate and the Beneficiaries. With respect to the foregoing, the Trustees shall employ the counsel and/or agents, if any, specified by said Beneficiaries in such request, if the same are then acceptable to them.

In any event, if the Trustees is involuntarily made a party to any action or proceeding, they shall, upon being served with process, give written notice thereof to the Beneficiaries hereunder, and, if within five (5) days thereafter, none of said Beneficiaries undertakes Trustees' defense, without expense or liability on their part, then the Trustees shall take such action as they deem necessary and proper, employ such counsel as they deem advisable, advance their own funds for the payment of expenses, all at the risk and expense of the Trust Estate and the Beneficiaries.

If the Trustees are involuntarily made a party to an action by the Beneficiaries or are requested to act in a manner which the Trustees reasonably conclude is not herein authorized or will expose them to liability, the Trustees shall be entitled to interplead, or otherwise seek judicial relief as they in their discretion deem appropriate, all at the expense of the Trust Estate and the Beneficiaries.

SECTION FIVE

The initial Beneficiaries shall be [REDACTED] and [REDACTED] or their survivors. On the death of the survivor of [REDACTED] and [REDACTED] the Beneficiaries shall be [REDACTED]

SECTION SIX

To the extent the Beneficiaries' interest under this Trust is personal property, the Beneficiaries hereunder may assign or transfer his/her interest. All rights and obligations of the respective Beneficiaries shall inure to the benefit of and bind his heirs, executors, administrators and assigns. The Trustees shall not be required to take notice of the assignment or transfer of any interest under this Trust until an executed original of the instrument evidencing said assignment or transfer shall have been received by the Trustees and until the assignee of said interest shall have accepted the assignment in writing and approved this Declaration of Trust on a form acceptable to the Trustees.

SECTION SEVEN

This Trust may be amended, revoked or terminated at any time upon the written direction of the Beneficiaries hereunder. No amendment shall be effective for any purpose until the same is received by the Trustees and no amendment shall enlarge the duties or responsibilities of Trustees hereunder without their written consent.

SECTION EIGHT

Unless sooner terminated, this Trust shall fully cease and terminate upon the earlier of the following events:

1. The conveyance by the Trustees of all property held hereunder;
2. Fifty (50) years from the date of the execution of this instrument; whereupon, after the payment of any sums due the Trustees, the Trustees shall convey, transfer and assign the then entire net Trust Estate, subject to all matters then against the same, to the Beneficiaries, or in accordance with their written directions.

The Trustees shall convey, transfer and assign the then entire net Trust Estate, subject to all matters then against the same, to the personal representative of said Beneficiaries to be administered as part of his or her estate.

SECTION NINE

On the death or legal disability of _____
and _____, the initial Trustees,

_____ and _____
shall become the Trustees with all of the rights, duties and obligations of the Trustees.

SECTION TEN

The Trustees shall have no duties, responsibilities or liabilities except as are herein specifically set forth. It is expressly understood that the Trustees shall not be liable for any acts performed by it pursuant to the written instructions of the Beneficiaries.

SECTION ELEVEN

This Trust has been accepted by Trustees in the State of California and its validity, construction and all rights thereunder shall be governed by the laws of that state.

DATED at _____, California this _____ day
of _____, 1986.

APPROVAL OF BENEFICIARIES

The undersigned hereby approve the foregoing Declaration of
Trust and certify that they declare the Trust
as set forth herein under and upon which the Trust property is
to be held, administered and distributed.

DATED:

DATED:

LAST NAME FAMILY TRUST

Schedule A

Community Property:

1. Cash in the amount of One Dollar (\$1.00).

Separate Property of Husband:

Separate Property of Wife: