

LAST NAME FAMILY TRUST

This TRUST AGREEMENT is made on the date set forth below by HUSBAND LAST NAME and WIFE LAST NAME, as Settlers, and HUSBAND LAST NAME and WIFE LAST NAME, as Co-trustees (hereinafter sometimes jointly referred to as the “Trustees”). This Trust Agreement may be designated as the LAST NAME FAMILY TRUST.

ARTICLE 1 OUR FAMILY

We are married and have the following children: CHILD 1, born January 1, 2010, and CHILD 2, born January 1, 2011. Neither of us has any other children, living or deceased.

ARTICLE 2 TRUST PROPERTY

2.1 Transfer of Property to Trust. We have transferred or intend to transfer to the Trustees, without consideration, those assets described on Schedule A attached hereto and incorporated by reference. In addition, we have named or may name the Trustees, without consideration, as beneficiary under policies of insurance described or to be described on Schedule A. The interests now held or hereafter received by the Trustees in such assets and in such policies of insurance and the proceeds thereof, together with all other property now or hereafter subject to this Trust Agreement, constitute the “trust estate.”

2.2 Management of Trust Estate. The Trustees shall hold, manage, and distribute the initial trust estate and all property which may hereafter be added to any trust created under this Trust Agreement, together with all income and the proceeds thereof, in accordance with the terms of this Trust Agreement.

2.3 Character of Trust Property. We intend that any community property transferred to the Trustees, together with all income and the proceeds thereof, retain its character as community property while we are both living, subject, however, to the terms of this Trust Agreement. Similarly, we intend that any quasi-community or separate property of either of us, together with all income and the proceeds thereof, retain its character as the quasi-community or separate property of the contributing Settlor, subject, however, to the terms of this Trust Agreement. If property described on Schedule A is specifically designated as our community property or as the quasi-community or separate property of the

contributing Settlor, the Trustees may rely on such designation and shall not be liable to us, the trust estate, or any beneficiary for actions taken or not taken in reliance thereon.

2.4 Additional Property. The principal of any trust created under this Trust Agreement may be augmented from time to time by other property added to it by any person, trust, or other entity, or by Will, insurance policy, annuity, or otherwise. The Trustees shall hold, manage, and administer such additional property, together with the income and the proceeds thereof, in accordance with the terms of this Trust Agreement, but subject to any conditions acceptable to the Trustees that may be imposed by the instrument of transfer.

ARTICLE 3 ADMINISTRATION OF TRUST WHILE BOTH SETTLORS ARE LIVING

3.1 Revocation and Amendment

3.1.1 Revocation. While both of us are living, this Trust Agreement may be revoked in whole or in part with respect to community property by a written instrument, other than a Will, signed by either or both of us and delivered to the Trustees, and with respect to quasi-community or separate property by a written instrument, other than a Will, signed by the contributing Settlor and delivered to the Trustees. In the event of revocation with respect to community property, the Trustees shall promptly transfer any portion of the trust estate no longer subject to this Trust Agreement to us as community property. In the event of revocation with respect to quasi-community or separate property, the Trustees shall promptly transfer any portion of the trust estate no longer subject to this Trust Agreement to the contributing Settlor as quasi-community or separate property, respectively. In the event of revocation, the Trustees shall be entitled to retain sufficient assets reasonably necessary to secure payment of liabilities lawfully incurred by the Trustees in the administration of the trust estate, including the Trustees' compensation.

3.1.2 Amendment. While both of us are living, this Trust Agreement may be altered or amended only by a written instrument signed by both of us and delivered to the Trustees. Any amendment affecting the powers, duties, or compensation of the Trustees becomes effective only upon the Trustees' acceptance of the amendment.

3.2 Distribution of Income and Principal

3.2.1 As Directed by a Settlor. While both of us are living, the Trustees shall pay to or use and apply for the benefit of either of us, as community property, so much or all of the net income and principal of the community property trust estate as either of us may direct from time to time; and, as quasi-community or separate property, respectively, of the contributing Settlor, so much or all of the net income and principal of the quasi-

community or separate property trust estate as the contributing Settlor may direct from time to time.

3.2.2 Community Property – In the Absence of Direction. To the extent the Trustees receive no direction for payment or accumulation of net income by either or both of us, the Trustees shall pay to or use and apply for our benefit, as community property, all of the net income of the community property trust estate. Notwithstanding anything herein to the contrary, if at any time or times either or both of us become incapacitated, the Trustees shall pay to or use and apply for the benefit of the incapacitated Settlor or Settlers so much or all of the net income of the community property trust estate as in the Trustees' discretion is necessary for the Settlers' comfort, health, support, and maintenance in their accustomed standard of living, including medical expenses and the expenses of hospital, nursing, and institutional care. Any net income not so used shall be accumulated and added to principal.

3.2.3 Quasi-Community and Separate Property – In the Absence of Direction. To the extent the Trustees receive no direction for payment or accumulation of net income by the contributing Settlor with respect to the quasi-community or separate property trust estate of the contributing Settlor, the Trustees shall pay to or use and apply for the benefit of the contributing Settlor, as quasi-community or separate property, respectively, all of the net income of such quasi-community or separate property trust estate. Notwithstanding anything herein to the contrary, if at any time or times the contributing Settlor becomes incapacitated, the Trustees shall pay to or use and apply for the benefit of the incapacitated Settlor so much or all of the net income of such quasi-community or separate property trust estate as in the Trustees' discretion is necessary for the contributing Settlor's comfort, health, support, and maintenance in his or her accustomed standard of living, including medical expenses and the expenses of hospital, nursing, and institutional care. Any net income not so used shall be accumulated and added to principal.

3.2.4 Distributions of Principal. If at any time or times the Trustees determine that the net income from the trust estate is insufficient to provide adequately for our comfort, health, support, and maintenance in accordance with our accustomed standard of living, including medical expenses and the expenses of hospital, nursing, and institutional care, the Trustees shall pay to or use and apply for the benefit of either or both of us so much or all of the principal of the trust estate as in the Trustees' discretion is necessary for such purposes.

3.2.5 Distribution of Community Property to Be Given Priority. In making discretionary payments of income or principal, the Trustees shall first use the community property trust estate, to the extent thereof; then the quasi-community property trust estate of the Settlor for whose benefit the payment is made, to the extent thereof; then the separate property trust estate of the Settlor for whose benefit the payment is made, to the

extent thereof; then the quasi-community property trust estate of the other Settlor, to the extent thereof; and finally the separate property trust estate of the other Settlor.

3.2.6 Authority of Agent. The Trustees are expressly authorized to distribute income and principal for our benefit, in accordance with the subparagraphs immediately above, in order to provide financial resources necessary to carry out the decisions relating to our personal care made by an agent authorized to make such decisions under an advance health care directive (or similar authorization executed by us).

ARTICLE 4

DIVISION AND DISTRIBUTION OF TRUST UPON FIRST SETTLOR'S DEATH

4.1 Division of Trust Estate. Upon the death of the first of us to die (hereafter referred to as the "Deceased Settlor"), and before making any distributions or any payments of debts, expenses, or taxes, the Trustees shall divide the trust estate into two separate shares and shall allocate or distribute these shares as follows:

4.1.1 Deceased Settlor's Share. One share will consist of the Deceased Settlor's one-half community property interest in the trust estate; the Deceased Settlor's one-half quasi-community property interest in the trust estate, if any; the Deceased Settlor's separate property interest in the trust estate, if any; and any of the Deceased Settlor's other property then held or received thereafter by the Trustees pursuant to the Deceased Settlor's Will, under beneficiary designations of life insurance policies or employee benefit plans, or otherwise. The Deceased Settlor's share shall be allocated and distributed as hereafter provided in this ARTICLE.

4.1.2 Surviving Settlor's Share. The other share belongs to the survivor of the two of us (hereafter referred to as the "Surviving Settlor") and will consist of the balance of the trust estate and any other property then held or received thereafter by the Trustees under the terms of this Trust Agreement, pursuant to the Surviving Settlor's Will, under beneficiary designations of life insurance policies or employee benefit plans, or otherwise. The Surviving Settlor's share shall be held, managed, and distributed as a separate trust for the Surviving Settlor's benefit. The terms of this separate trust, which may be designated by the name of the Surviving Settlor or, for convenience, designated as the SURVIVOR'S TRUST, are set forth in the ARTICLE below entitled "SURVIVOR'S TRUST."

4.2 Payment of Debts, Expenses, and Taxes

4.2.1 Payment Authorized. Upon the death of the Deceased Settlor, subject to any other provision herein to the contrary or a direction to the contrary in the

Deceased Settlor's Will, the Trustees shall pay the following items, to the extent that such items are not paid or responsibility for their payment assumed by some other person, entity, or estate, from the Deceased Settlor's share of the trust estate:

(a) The pro rata portion of all estate, inheritance, and other death taxes (other than generation-skipping transfer taxes), including penalties and interest thereon, payable by reason of the Deceased Settlor's death and attributable to the trust estate or any property added to the trust estate by reason of the Deceased Settlor's death, or attributable to the Deceased Settlor's interest in tangible personal property regardless of whether such tangible personal property is disposed of in accordance with this Trust Agreement or otherwise;

(b) the Deceased Settlor's last illness and funeral expenses;

(c) attorneys' fees and other expenses of probate or trust administration incurred by reason of the Deceased Settlor's death and attributable to the trust estate or any property added to the trust estate by reason of the Deceased Settlor's death; and

(d) in the Trustees' discretion, the Deceased Settlor's separate debts and share of community debts to the extent the Trustees determine that such debts were valid and enforceable claims against the Deceased Settlor at the time of the Deceased Settlor's death.

4.2.2 Charging of Payments of Debts and Expenses. Any debts or expenses paid pursuant to this Paragraph 4.2 shall be paid first from that portion of the principal of the Deceased Settlor's share of the trust estate passing to the BYPASS TRUST, to the extent thereof, then from that portion of the principal of the Deceased Settlor's share of the trust estate passing to the SURVIVOR'S TRUST.

4.2.3 Charging of Payments of Taxes. Any taxes paid pursuant to this Paragraph 4.2 shall be paid first from that portion of the principal of the Deceased Settlor's share of the trust estate passing to the BYPASS TRUST, to the extent thereof, then from that portion of the principal of the Deceased Settlor's share of the trust estate passing to the SURVIVOR'S TRUST, without apportionment, reimbursement, or contribution from the recipient or beneficiary of any property transferred pursuant to a transfer subject to tax.

4.2.4 No Payment from Plans or Policies Excluded from Tax. Notwithstanding anything in this Trust Agreement to the contrary, the Trustees shall not deliver or pay to or for the benefit of the executor, other personal representative, or estate of the Deceased Settlor, either directly or indirectly, whether by payment of taxes, debts, administration expenses, or other charges enforceable against the Deceased Settlor's estate or otherwise, any of the proceeds of any employee benefit plan, life insurance policy, or other

account received or held by the Trustees and otherwise excluded from the Deceased Settlor's gross estate for federal estate tax purposes.

4.3 Distribution of Tangible Personal Property. Within a reasonable time after the Deceased Settlor's death, or within a reasonable time after the Trustees receive such property if it is received from the Deceased Settlor's estate or otherwise, the Trustees shall allocate or distribute to the SURVIVOR'S TRUST all household furniture and furnishings, china and silverware, jewelry and watches, wearing apparel, works of art, books, musical instruments, personal effects, personal automobiles, personal watercraft, personal aircraft, and all other exclusively non-business tangible personal property then held or received thereafter by the Trustees.

4.4 Distribution of Balance of Deceased Settlor's Share of Trust Estate. Upon the death of the Deceased Settlor, the Trustees shall allocate or distribute the entire balance of the Deceased Settlor's share of the trust estate, after making or providing for the payments and distributions set forth in the foregoing Paragraphs, as follows:

4.4.1 Marital Gift. The Trustees shall also allocate to the SURVIVOR'S TRUST a pecuniary amount equal to the maximum marital deduction allowable (with respect to the Deceased Settlor's share of the trust estate) to the Deceased Settlor's estate for federal estate tax purposes, reduced by an amount, if any, needed to increase the taxable estate (including adjusted taxable gifts) for federal estate tax purposes to the largest amount that results in no federal estate tax on the Deceased Settlor's estate under the laws in effect at the Deceased Settlor's death, after allowing for the federal unified credit, the state death tax credit, if any (but only to the extent it does not result in or increase the amount of death taxes payable to any state), and any other allowable federal credits. In determining this amount (hereinafter the "Marital Deduction Amount"), the Trustees shall treat all transfers by Will, under this Trust Agreement, or otherwise, for which the federal estate tax marital deduction would have been allowed but for the Surviving Settlor's citizenship, disclaimer by the Surviving Settlor, or non-election by the Deceased Settlor's personal representative (or by the Trustees if there is no personal representative) with respect to property that would otherwise constitute "qualified terminable interest property" as defined in Section 2056(b)(7) of the Internal Revenue Code of 1986 (other than property specifically allocated to the BYPASS TRUST hereunder), as if that marital deduction had been allowed. The Trustees may satisfy the Marital Deduction Amount in cash or in kind, or partially in each, with assets that qualify for the federal estate tax marital deduction. Assets allocated in kind shall be deemed to satisfy the Marital Deduction Amount at fair market values as of the date or dates of allocation to the SURVIVOR'S TRUST. The Trustees shall not satisfy the Marital Deduction Amount with assets that qualify for the federal estate tax foreign death tax credit unless all other assets available to satisfy the Marital Deduction Amount have been so used.

4.4.2 Credit Shelter Gift. The Trustees shall allocate to a separate trust designated as the BYPASS TRUST, the terms of which are set forth in the ARTICLE below entitled “BYPASS TRUST,” the entire remaining balance of the Deceased Settlor’s share of the trust estate, including all undistributed net income not otherwise specifically allocated.

ARTICLE 5 SURVIVOR’S TRUST

5.1 Assets Constituting Trust. The SURVIVOR’S TRUST, which shall be held, managed, and distributed as provided in this ARTICLE, shall include the Surviving Settlor’s share of the trust estate described in ARTICLE 4 above and any other property specifically transferred to the SURVIVOR’S TRUST under the terms of this Trust Agreement, by an instrument of transfer, or otherwise.

5.2 Marital Deduction Intended. We intend that any property passing from the Deceased Settlor into the SURVIVOR’S TRUST qualify for the federal estate tax marital deduction under Section 2056 of the Internal Revenue Code of 1986 and applicable regulations (or any substitute provisions). In no event shall the Trustees of the SURVIVOR’S TRUST take any action or have any power with respect to the assets of the SURVIVOR’S TRUST that will impair the marital deduction, and all provisions regarding the SURVIVOR’S TRUST shall be interpreted to conform to this primary objective.

5.3 Revocation and Amendment of SURVIVOR’S TRUST. After the Deceased Settlor’s death, and while the Surviving Settlor is living, the Surviving Settlor may revoke, alter, or amend this Trust Agreement insofar as it relates to the SURVIVOR’S TRUST by a written instrument, other than a Will, signed by the Surviving Settlor and delivered to the Trustees.

5.4 Distribution of Income and Principal During Surviving Settlor’s Lifetime

5.4.1 Distribution of Net Income. While the Surviving Settlor is living, the Trustees shall pay to or use and apply for the benefit of the Surviving Settlor all of the net income (including all income received or accrued subsequent to the Deceased Settlor’s death with respect to property passing into the SURVIVOR’S TRUST), in monthly or other convenient installments, but not less frequently than annually.

5.4.2 Distribution of Principal. If at any time or times the Trustees determine that the net income is insufficient to provide adequately for the Surviving Settlor’s comfort, health, support, and maintenance in accordance with his or her accustomed standard of living, including medical expenses and the expenses of hospital, nursing, and institutional

care, the Trustees shall pay to or use and apply for the benefit of the Surviving Settlor so much or all of the principal as in the Trustees' discretion is necessary for such purposes.

5.4.3 General Power of Appointment. In addition, the Trustees shall distribute so much or all of the principal to the Surviving Settlor or as he or she directs, either outright or in trust, in such manner and at such time or times either during the Surviving Settlor's lifetime or subsequent to the Surviving Settlor's death, or both, as the Surviving Settlor may appoint in a signed written instrument or instruments referring specifically to this general power of appointment and delivered to the Trustees during the Surviving Settlor's lifetime, or in a Will referring specifically to this general power of appointment. Except to the extent that distribution has been made pursuant thereto, the exercise of this power of appointment may be subsequently revoked or modified by a written instrument, other than a Will, signed by the Surviving Settlor and delivered to the Trustees during the Surviving Settlor's lifetime.

5.4.4 Authority of Agent. The Trustees are expressly authorized to distribute income and principal for the benefit of the Surviving Settlor, in accordance with the subparagraphs immediately above, in order to provide financial resources necessary to carry out the decisions relating to personal care of the Surviving Settlor made by an agent authorized to make such decisions under an advance health care directive (or similar authorization executed by the Surviving Settlor).

5.5 Distribution of Trust Upon Surviving Settlor's Death

5.5.1 General Power of Appointment. Upon the Surviving Settlor's death, the Trustees shall distribute any accrued or undistributed net income to such person or persons or the estate of the Surviving Settlor, either outright or in trust, in such manner and at such time or times as the Surviving Settlor may appoint in a signed written instrument referring specifically to this general power of appointment over income and delivered to the Trustees during the Surviving Settlor's lifetime, or in a Will referring specifically to this general power of appointment over income.

5.5.2 Payment of Debts, Expenses, and Taxes. Upon the Surviving Settlor's death, subject to a direction to the contrary in the Surviving Settlor's Will, the Trustees shall pay from principal not otherwise distributed pursuant to the exercise of a power of appointment, and without apportionment, reimbursement, or contribution from any beneficiary hereunder:

(a) The pro rata portion of all estate, inheritance, and other death taxes (other than generation-skipping transfer taxes), including penalties and interest thereon, payable by reason of the Surviving Settlor's death and attributable to the SURVIVOR'S TRUST or any property added to the SURVIVOR'S TRUST by reason of the Surviving

Settlor's death, or attributable to the Surviving Settlor's interest in tangible personal property regardless of whether such tangible personal property is disposed of in accordance with the terms of this ARTICLE or otherwise;

(b) the Surviving Settlor's last illness and funeral expenses;

(c) attorneys' fees and other expenses of probate or trust administration incurred by reason of the Surviving Settlor's death and attributable to the trust estate or any property added to the trust estate by reason of the Surviving Settlor's death; and

(d) in the Trustees' discretion, the Surviving Settlor's debts to the extent the Trustees determine that such debts were valid and enforceable claims against the Surviving Settlor at the time of the Surviving Settlor's death.

5.5.3 Distribution of Tangible Personal Property. Within a reasonable time after the Surviving Settlor's death, or within a reasonable time after the Trustees receive such property if it is received from the Surviving Settlor's estate or otherwise, the Trustees shall distribute to our children who survive the Surviving Settlor for thirty (30) days all household furniture and furnishings, china and silverware, wearing apparel, works of art, books, musical instruments, personal effects, personal automobiles, personal watercraft, personal aircraft, and all other exclusively non-business tangible personal property then held or received thereafter by the Trustees. If none of our children survives the Surviving Settlor for thirty (30) days, this gift shall lapse and be added to the balance of the SURVIVOR'S TRUST. The Trustees are directed to pay all costs of shipping, transfer, and storage with respect to distribution of the items of tangible personal property described above.

5.5.4 Distribution of Remaining Property. Upon the Surviving Settlor's death, the Trustees shall distribute all of the remaining balance of the SURVIVOR'S TRUST, to the extent not effectively appointed or used for the payment of debts, expenses, or taxes, to our descendants who survive the Surviving Settlor for ninety (90) days, upon the principle of representation and subject to the provisions of the ARTICLE below entitled "TRUSTS FOR DESCENDANTS."

ARTICLE 6 BYPASS TRUST

6.1 Assets Constituting Trust. The BYPASS TRUST, which shall be held, managed, and distributed as provided in this ARTICLE, shall include that portion of the Deceased Settlor's share of the trust estate described in ARTICLE 4 above and any other property transferred to the BYPASS TRUST by an instrument of transfer, or otherwise.

6.2 Irrevocable and Nonamendable. The BYPASS TRUST shall be irrevocable and nonamendable. Any revocation or amendment of any provision in this Trust Agreement pertaining to the SURVIVOR’S TRUST shall not be construed as a revocation or amendment of the BYPASS TRUST.

6.3 Distribution of Income and Principal

6.3.1 Distribution of Net Income. While the Surviving Settlor is living, the Trustees shall pay to or use and apply for the benefit of the Surviving Settlor all the net income in monthly or other convenient installments, but not less frequently than quarterly.

6.3.2 Distribution of Principal. If at any time or times the Trustees determine that the net income is insufficient to provide adequately for the Surviving Settlor’s support, health, and maintenance in accordance with the Surviving Settlor’s accustomed standard of living, including medical expenses and the expenses of hospital, nursing, and institutional care, the Trustees shall pay to or use and apply for the benefit of the Surviving Settlor so much or all of the principal as in the Trustees’ discretion is necessary for such purposes. Before making such payments of principal, the Trustees shall consider all other income and resources known to the Trustees to be readily available to the Surviving Settlor, and shall require that such other income and resources (including without limitation the principal of the SURVIVOR’S TRUST) be used first for such purposes, to the extent practicable.

6.3.3 Distribution Upon Surviving Spouse’s Death. Upon the Surviving Settlor’s death, the Trustees shall distribute the remaining balance of the BYPASS TRUST to our then living descendants, upon the principle of representation and subject to the provisions of the ARTICLE below entitled “TRUSTS FOR DESCENDANTS.”

**ARTICLE 7
TRUSTS FOR DESCENDANTS**

7.1 No Trusts for Children. Except as otherwise expressly provided, any property distributable under this Trust Agreement to a child of ours shall be distributed to the child, outright and free of trust.

7.2 Trusts for Grandchildren or More Remote Descendants. Except as otherwise expressly provided, any property distributable under this Trust Agreement to a grandchild or more remote descendant of ours who has not attained age twenty-one (21) shall be held by the Trustees, in trust, as a separate trust for such person (the “Beneficiary”) and managed and distributed as provided in this Paragraph. The Trustees shall pay to or use and apply for the benefit of the Beneficiary so much or all of the net income and principal as in

the Trustees' discretion is necessary for the Beneficiary's health, education, support, and maintenance, including medical expenses and the expenses of hospital, nursing, and institutional care. Any net income not so used shall be accumulated and added to principal. When the Beneficiary attains age twenty-one (21), the Trustees shall distribute the entire remaining balance of the Beneficiary's trust to the Beneficiary. Upon the death of the Beneficiary prior to attaining age twenty-one (21), the Trustees shall distribute the Beneficiary's trust to such person or persons or the estate of the Beneficiary, either outright or in trust, in such manner and at such time or times as the Beneficiary may appoint in a Will referring specifically to this power of appointment; and all of the remaining balance of the Beneficiary's trust not effectively appointed shall be distributed to the Beneficiary's estate.

ARTICLE 8 ULTIMATE CONTINGENT BENEFICIARIES

Any share of the trust estate not effectively disposed of under the foregoing provisions of this Trust Agreement shall be distributed one-half (1/2) to the legal heirs of each of us, excluding each Settlor from consideration as an heir of the other Settlor. The identity and respective interests of such legal heirs shall be determined as if the death of each of us followed the death of the other Settlor and occurred immediately following the event requiring such distribution. Distribution shall be made according to the laws of succession of the State of California then in force relating to the succession of separate property that was not acquired from a predeceased spouse and that did not have its source in community property.

ARTICLE 9 SUCCESSOR TRUSTEES

9.1 Appointment of Successor Trustees. Except as otherwise expressly provided, upon either of us ceasing to act as Co-trustee, the other of us shall act as sole Trustees. If both of us cease to act as Co-trustee, the following shall act as Trustees, in the order named:

1. JOHN SMITH
2. JANE DOE

9.2 No Bond Required. No bond shall be required of the original Trustees or any successor Trustee named above, or if a bond is required by law, no surety on such bond shall be required.

9.3 Competence of Trustees. Any individual Trustee or Co-trustee shall be presumed competent to act as such unless certified in writing to the contrary by two

physicians licensed to practice medicine in any state of the United States of America, one of whom shall be such individual's personal attending physician, if any and if he or she is reasonably available for this purpose, and until such certifications have been delivered to such individual and to the remaining Co-trustees, if any, or the next successor Trustee.

9.4 Our Right to Remove and Appoint Trustees. Either of us has the right to remove any Trustee or Co-trustee, except each other. Either of us has the right to appoint a successor Trustee or Co-trustee. The right to appoint a successor Trustee or Co-trustee hereunder includes the right to appoint a single successor Trustee or Co-trustee or a series of successor Trustees or Co-trustees.

9.5 Right of Other Beneficiaries to Appoint Successor Trustees. With respect to a separate trust or share established hereunder for his or her benefit, an adult beneficiary who is then entitled to receive trust income, or the guardian or conservator of a beneficiary who is then entitled to receive trust income, has the right to designate a successor institutional Trustee to act upon the last-named individual Trustee ceasing to act as Trustee and the right to remove any acting institutional Trustee or Co-trustee and appoint a successor institutional Trustee or Co-trustee.

9.6 Exercise of Removal and Appointment Rights

9.6.1 Removal of Trustees. The right to remove a Trustee or Co-trustee is exercisable by written instrument signed by either of us (or other person having the right to remove) and delivered to the other of us who has not signed the removal, and also delivered to the Trustee or Co-trustee being so removed, to the remaining Co-trustee(s), if any, or to the successor Trustee. Notwithstanding the failure of such delivery, the removal shall be effective upon execution or by its terms may be effective upon the occurrence of some future event specified therein, provided that delivery of the removal to the other of us who has not signed the removal shall in any event be required for the removal to be effective.

9.6.2 Appointment of Trustees. The right to appoint a Trustee or Co-trustee is exercisable by delivery of a written instrument of appointment signed by either of us (or other person having the right to appoint) and delivered to the other of us who has not signed the appointment, and also delivered to the then acting Trustees, or to the first successor Trustee if there is no then acting Trustees. The appointment shall be effective immediately upon delivery or by its terms may be effective upon the occurrence of some future event specified therein. An exercise of our right to appoint a successor Trustee or Co-trustee shall supercede any appointment of a successor Trustee by us elsewhere in this Trust Agreement or in any prior exercise of our right to appoint.

ARTICLE 10
POWERS OF THE TRUSTEE; ADDITIONAL TRUSTEE PROVISIONS;
GENERAL PROVISIONS

10.1 Trustees Powers. To carry out the purposes of this Trust Agreement and all trusts created hereunder, and subject to any limitations stated elsewhere herein, the Trustees are vested with all of the powers set forth in Article 2 of Chapter 2 of Part 4 (commencing with Section 16220) of Division 9 of the Probate Code of California (or any successor provisions) and with the following powers:

10.1.1 Sales, Loans, and Exchange. To make sales, loans or exchanges between any trusts created hereunder or any other trusts created by either or both of us, if the Trustees deem it necessary or desirable, or to avoid the holding of fractional interests, including but not limited to sales or exchanges of undivided interests in residential property; to purchase for a full and adequate consideration and to retain as investments any security or other property, real or personal, belonging to the estate of either of the Settlor; to make loans from the trust estate on adequate security and at reasonable interest rates to our estates.

10.1.2 Delay in Distribution or Disposition. Notwithstanding anything in this Trust Agreement to the contrary, the Trustees shall not be required, until six (6) months after a Settlor's death, to implement the terms of the Trust Agreement with respect to the principal of the trust estate in such a way as to effectuate a "distribution" or other "disposition" of any of such principal, within the meaning of Section 2032 of the Internal Revenue Code of 1986 (or any substitute provisions).

10.1.3 Dividing and Combining Trusts. After carefully considering the potential tax consequences of such action, the Trustees shall have the power at any time and for any reason to create multiple trusts by dividing an existing trust or trusts; and to combine trusts which have substantially similar provisions.

10.2 Additional Provisions Regarding the Trustees. Except as otherwise provided, the following additional trustee provisions shall apply with respect to all trusts created hereunder:

10.2.1 References to "the Trustees". Reference in this instrument to "the Trustees" shall be deemed to include not only the original Trustees but also any successor Trustee; and each successor Trustee shall without the necessity of any active transfer or action by any court, become vested with title to the trust assets and shall have all the same powers and obligations as if such successor were an original Trustee.

10.2.2 Compensation of Trustees. We shall receive no compensation for services as Trustees, but shall be entitled to receive reimbursement of reasonable expenses

incurred in discharging the duties of Trustees. Any Trustee other than either of us shall be entitled to reasonable compensation for its services as Trustee, but in the case of a professional Trustee, not in excess of that compensation normally charged by it to similar accounts at the time said compensation is earned.

10.2.3 Resignation of Trustees. Any Trustee acting hereunder shall have the right to resign as Trustee at any time. Each successor Trustee shall have all the powers, authorities and discretions herein conferred upon the Trustees, and may accept the property tendered by the predecessor or predecessors in trust as constituting the entire trust; and, upon such terms as it deems best, may compromise or abandon entirely any or all claims against each predecessor Trustee, without liability to any beneficiary by so doing.

10.2.4 No Liability for Acts of Predecessor Trustee. No successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee. Unless requested in writing by an adult beneficiary of the trust, by the parent or guardian of the person of a minor beneficiary, or by the guardian or conservator of the person of a beneficiary under any other disability, any successor Trustee shall have no duty to investigate or review any action of a predecessor Trustee, and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

10.2.5 No Need to Inquire. No person dealing with any Trustee hereunder need inquire concerning the validity of anything the Trustee purports to do or the application of any money paid or property transferred to or upon the order of the Trustee.

10.2.6 No Liability for Disbursements Made Without Notice. Until the Trustees receive written notice of any death, birth, marriage or other event upon which the right to payments from this trust may depend, the Trustees shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by such event.

10.3 General Provisions. Except as otherwise provided, the following general provisions shall apply with respect to all trusts created hereunder:

10.3.1 Spendthrift Provision. The interests of beneficiaries of any trust created hereunder in principal or income shall not be subject to claims of their creditors or others nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered, except to the extent a power of withdrawal or power of appointment is expressly granted to a beneficiary hereunder.

10.3.2 Rule Against Perpetuities. Notwithstanding anything in this Trust Agreement to the contrary, unless terminated at an earlier date under the foregoing

provisions, all trusts created under this Trust Agreement shall terminate twenty-one (21) years after the death of the last survivor of the beneficiaries in being on the date of death of the Settlor, or in being on the date prior thereto when this Trust Agreement becomes irrevocable in whole or in part, if that event should occur. Upon such termination, the trust estate shall be distributed to the persons then entitled to the income therefrom, in the same proportions as they were then entitled to receive such income.

10.3.3 No Alteration, Amendment, or Revocation after Death. Except as expressly provided in the Trust Agreement, this Trust Agreement and the trusts established hereunder may not be altered, amended, or revoked by anyone after the death of the Settlor.

10.3.4 Accrued Income. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the Trustees at the termination of any interest or estate under this trust shall go to the beneficiaries entitled to the next eventual interest in the proportions in which they take such interest, except as expressly provided to the contrary herein.

10.3.5 Children and Descendants. As used in this Trust Agreement, the terms “child,” “grandchild,” and “descendant” shall refer only to persons, other than stepchildren or foster children, for whom a parent-child relationship is established pursuant to Chapter 2 (commencing with Section 6450) of Part 2, Division 6 of the Probate Code of California as constituted at the date of execution of this instrument, except that such a relationship is deemed established in the case of adopted persons only if such persons were minors at the date of adoption.

10.3.6 Descendants by Prior Marriage. As used in this Trust Agreement, any reference to a child, grandchild, or descendant “of the Settlers” or to “our” children, grandchildren, or descendants shall include such descendants of our marriage as well as such descendants of any prior marriage of the Settlers, unless otherwise expressly provided.

10.3.7 Principle of Representation. As used in this Trust Agreement, the term “principle of representation” means division into as many equal shares as there are living children of the person whose death causes the division to be made under the terms of this Trust Agreement and deceased children of such person who leave descendants then living. One such share shall be allocated to each living child and one such share shall be allocated to the descendants of each deceased child, to be further divided in the same manner among such descendants.

10.3.8 No Contest Clause. If any beneficiary of this trust, singly or in conjunction with any other person, contests in any court the validity of this trust (including any amendment hereto), a Settlor’s Will (including any codicils thereto), or any provisions of either; or seeks to obtain an adjudication in any proceeding that this trust, a Settlor’s Will, or

any provisions of either is void; or seeks to otherwise void, nullify, or set aside this trust or any of its provisions; or files a creditor's claim (except for a claim based on a written promise or agreement signed by either of us) against a Settlor's estate; or files a creditor's claim (except for a claim based on a written promise or agreement signed by either of us) against the trust; or files a petition or other pleading to change the character of any property owned by either of us, the character of which has been designated by such Settlor in writing; or files a petition or other pleading to challenge the validity of any instrument, contract, agreement, trust, or beneficiary designation that either of us has entered into during his or her lifetime and that relates to the disposition of assets of a Settlor upon his or her death (collectively "Documents"); or files a petition or other pleading for settlement or compromise of any Document; then the right of such beneficiary to take any interest given to him or her under this trust or any Document shall be determined as it would have been determined had such beneficiary predeceased us without surviving issue. The Trustees are hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions. Notwithstanding the foregoing, this paragraph shall not apply to any transfer or trust hereunder otherwise qualifying for the federal estate tax charitable deduction.

SIGNED at _____, California, on _____, 2011.

HUSBAND LAST NAME, Settlor

WIFE LAST NAME, Settlor

ACCEPTED:

HUSBAND LAST NAME, Trustee

WIFE LAST NAME, Trustee

STATE OF CALIFORNIA)
)
 COUNTY OF _____)

On _____, 2011, before me, _____, Notary Public, personally appeared HUSBAND LAST NAME and WIFE LAST NAME, 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

Seal

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: