

(NAME) REVOCABLE TRUST

(Name), of Humboldt County, California, herein called "Trustor", hereby transfers and delivers to (Name), herein called "Trustee", all of the property described in an inventory attached hereto, marked Schedule A, to constitute, together with any other property that may become subject to this Agreement, the trust estate of an express trust to be held, administered, and distributed by the Trustee, as provided in this agreement.

I

NAME

The name of this trust is the (Name) Revocable Trust.

II

TRUST ESTATE

The initial property subject to this instrument listed in Schedule A is referred to as the "trust estate" and shall be held, administered, and distributed in accordance with this instrument. Any additional property added to the trust in accordance with the provisions of this agreement or by the Will of the Trustor shall also be referred to as the "trust estate".

III

REVOCABILITY OF TRUST BY TRUSTOR

The Trustor may at any time revoke this instrument in whole or in part, by an instrument in writing signed by Trustor and delivered personally or by certified mail to the Trustee. If the Trustor revokes this instrument, the Trustee shall deliver promptly to the Trustor all or the designated portion of the trust assets.

IV

AMENDMENT OF THE TRUST INSTRUMENT

The Trustor may, at any time, amend any of the terms of this instrument by an instrument in writing signed by the Trustor and delivered personally or by certified mail to the Trustee.

V

SUCCESSOR TRUSTEES

If (Name) shall for any reason cease to act as a Trustee, she shall be replaced by (Name) as Successor Trustee.

VI

DISPOSITIVE PROVISIONS

The trust estate and its income shall be held and distributed as follows:

A. Income and Principal During Lifetime of Trustor.

1. During the life of the Trustor the Trustee shall pay to the Trustor, or shall apply for his benefit, the net income of the trust estate in quarter_ annual or more frequent

installments.

2. If the Trustee considers the net income insufficient, the Trustee shall pay to the Trustor or shall apply for the Trustor's benefit, as much of the principal of the trust estate as is necessary in the Trustee's discretion for the Trustor's proper health, support, maintenance, comfort, and welfare in accordance with his accustomed manner of living at the date of this instrument.

B. Dispositive Provisions After Death of Trustor.

1. Upon death of Trustor, the Trust shall terminate and all assets remaining in the Trust Estate at that time shall be divided equally among the following beneficiaries who survive the Trustor.

A. Trustor's sister (Name), of (Address).

B. Trustor's nephew, (Name), of (Address).

C. Trustor's friend, (Name), of (Address).

D. Trustor's niece, (Name), of (Address).

VII

PAYMENT OF TRUSTOR'S EXPENSES

On the death of the Trustor, the Trustee shall pay out of the trust estate the debts of the Trustor, estate and inheritance taxes, including interest and penalties arising because of the Trustor's death; last illness and funeral expenses of the Trustor; attorney's fees; and other costs incurred during the administration of the Trustor's estate. Any payment for estate or inheritance taxes shall be charged to and paid from this trust without apportionment or charge against any

beneficiary of the trust estate or transfer of property passing outside the trust estate.

VIII

POWERS OF THE TRUSTEE

To carry out the purposes of this trust, the Trustee is vested with the following powers with respect to the trust estate and any part of it in addition to those powers now or hereafter conferred by law:

A. To continue to hold any property and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust so long as the Trustee deems advisable.

B. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property.

C. To lease trust property for terms within or beyond the term of the trust and for any purpose.

D. To borrow money, and to encumber trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust or the joint debts of the trust and a co_owner of trust property.

E. To carry at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard.

F. To compromise or otherwise adjust any claims or litigation against or in favor of the trust.

G. To commence or defend at the expense of the trust such litigation with respect to the

trust or any property of the trust estate as the Trustee may deem advisable.

H. To invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, mutual funds or common trust funds, and mortgage funds, which persons of prudence, discretion and intelligence acquire for their own account.

I. With respect to securities held in the trust, to have all the rights, powers, and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies, and pay assessments, to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and incident to such participation, to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; to enter into any buy_out or stock restriction agreement and to exercise or sell stock subscription or conversion rights.

J. In any case in which the Trustee is required, pursuant to the provisions of the trust, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's absolute discretion, to make the division and distribution (pro rata or otherwise) in kind and partly in money, and for this purpose to make such sales of the trust property as the Trustee may deem necessary on such terms and conditions as the Trustee shall see fit.

K. To hold securities or other property in the name as Trustee under this trust, or in the Trustee's own name, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass.

L. To employ any custodian, investment advisor, attorney, accountant or other agent to assist the Trustee in the administration of the trust and to rely on the advice given by these agents.

M. To purchase, in the Trustee's discretion, at less than par, obligations of the United States that are redeemable at par, in payment of the federal estate tax liability of the Trustor in such amount that the Trustee deems advisable. The Trustee shall exercise the Trustee's discretion and purchase such obligations if the Trustee has reason to believe that the Trustor is in substantial danger of death, and may borrow funds and give security for that purpose. Notwithstanding anything in this instrument to the contrary, the Trustee is directed to pay the federal estate tax due on the Trustor's death in the amount not less than the par value plus accrued interest on such obligations that are eligible for redemption in payment of the deceased Trustor's estate taxes without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside of the trust estate. The legal representatives of either deceased Trustor's estate or if none is appointed, the Trustee, acting under this instrument shall select the redemption date of such obligations.

N. To determine whether any or all of the allowable administration expenses in the Trustor's estate shall be used as federal estate tax deductions or as federal income tax deductions and to make adjustments in the rights of beneficiaries or among the principal and income accounts to compensate for the consequences of the above_mentioned tax decisions or elections.

IX

ALLOCATION OF INCOME AND PRINCIPAL

Except as otherwise specifically provided in this Trust, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this Trust or in the California Revised Uniform Principal and Income Act shall be determined by the Trustee in the Trustee's discretion.

X

ACCOUNTING BY TRUSTEE

The Trustee shall not be required to make any accounting of the trust to the Trustor or the beneficiaries of the Trust, except as required by the California Probate Code.

XI

ADDITIONS TO THE TRUST

Other property acceptable to the Trustee may be added to this trust by the Trustor. Any property added to this trust shall be held, distributed and administered in accordance with the provisions of this Trust Agreement.

XII

TRUSTEE'S COMPENSATION

The Trustee shall be entitled to pay himself reasonable compensation from time to time without prior court order. The Trustee's compensation shall not be diminished by any fees paid

to any custodian, investment advisor, attorney, accountant, or any other agent to assist the Trustee in the administration of this trust as allowed under Article VIII (L) of this trust.

XIII

SPENDTHRIFT CLAUSE

No interest in the principal or income of this trust shall be anticipated, assigned, or encumbered, or subject to any creditor's claims or legal process, prior to its actual receipt by the beneficiary.

XIV

TRUSTEE'S BOND

No bond shall be required of any person named in this instrument as Trustee for the faithful performance of his duties as Trustee.

XV

CHOICE OF LAW

The construction of the beneficial provisions of this trust shall be governed by the laws of the State of California in force from time to time. This Article shall apply regardless of any change of residence of the Trustee or any beneficiary, the appointment of or substitution of a Trustee residing or doing business in another state or the location of any trust property.

XVII

CONFERRING JURISDICTION

The (Name) County Superior Court of the State of California shall have jurisdiction for all the purposes set forth in the California Probate Code.

XVIII

GENDER AND NUMBER

As used in this instrument, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates.

XIX

SEVERABILITY

If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

XX

NO CONTEST CLAUSE

In the event any beneficiary under this trust shall, singly or in conjunction with any person or persons, contest in any court the validity of this trust or shall seek to obtain an adjudication in any proceeding in any court that this trust or any of its provisions is void, or seek otherwise to void, nullify, or set aside this trust or any of its provisions, then the right of that

person to take any interest given to him by this trust shall be determined as it would have been determined had the person predeceased the execution of this declaration of trust without surviving issue. The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest or other attach of any nature on this trust or any of its provisions.

EXECUTION

This Trust Agreement is executed at (City), California, on (Date), 20__.

TRUSTOR

TRUSTEE

(Name)

(Name)

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of (Name))

On January ____, 20__ , before me, _____, personally appeared (Name), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

Subscribed and sworn to before me this _____ day of (Month), 20__.

Signature _____

My commission expires _____

SCHEDULE A

(NAME) REVOCABLE TRUST

The following listed property, all of which is the sole and separate property of (Name), is hereby transferred to the (NAME) REVOCABLE TRUST as of January ___, 20__.

1. The Trustor's interest in the personal residence located at (Address), California.
2. All household furniture and furnishings and other tangible articles of a personal nature located at the Trustor's personal residence.
3. All cash accounts in the Trustor's name, including any checking or savings account, treasury bill account, certificate of deposit, money market account, or any similar accounts including all principal and any accrued interest to date.