

(Husband) AND (Wife)

REVOCABLE TRUST

Article One

I. Settlers and Trustees Named

(Husband) and (Wife), of the County of (County Name), State of California, herein called "Settlers", hereby transfer and deliver to (Husband) and (Wife), herein called "Trustees", all of the property described in an inventory marked "Schedule A" and attached hereto, 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 Trustees, as provided in this agreement.

II. Name of Trust

The name of this trust is the (Husband) and (Wife) Revocable Trust.

III. Trust Estate

The initial property subject to this instrument and 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 Settlers shall also be referred to as the "trust estate".

IV. Revocability of Trust by Settlers

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

V. Amendment of the Trust Instrument

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

VI. Successor Trustees

If either (Husband) or (Wife) shall for any reason cease to act as a Trustee, the remaining Trustee shall thereafter act as sole Trustee. If that sole Trustee should for any reason cease to act as Trustee, then Settlor's (relationship, ie., son), (Name), shall act as successor Trustee. If at any time, as certified in writing by two physicians, either (Husband) or (Wife) has become mentally incapacitated, whether or not a court of competent jurisdiction has declared him or her incompetent, mentally ill, or in need of a conservator, then the other Trustee shall act as sole Trustee. If that sole Trustee should become incapacitated, then (Name of successor trustee) shall act as successor Trustee. If (Name of successor trustee) shall for any reason cease to act as provided by the terms of this trust, Settlor's (relationship, ie., daughter), (Name), shall act as alternate successor Trustee.

- End of Article One -

Article Two

VII. Dispositive Provisions During the Life of the Settlers

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

A. During the life of the Settlers the Trustees shall pay to the Settlers, or shall apply for their benefit, so much of the net income and so much of the principal of the trust estate, up to the whole thereof as they desire.

B. If during the life of Settlers, and each of them, the administration of this trust shall pass to the successor Trustee, the successor Trustee shall pay to, or apply for the benefit of Settlers, so much of the net income and so much of the principal of the trust estate, up to the whole thereof, as is necessary in the successor Trustee's discretion for the proper health, support, maintenance, comfort, and welfare of Settlers in accordance with their accustomed manner of living at the date of this instrument.

VIII. Dispositive Provisions After Death of Both Settlers

A. Payment of Settlor's Expenses.

On the death of the second Settlor, the Trustee shall pay out of the trust estate the debts of the Settlor, any estate and inheritance taxes, including interest and penalties arising because of the Settlor's death, last-illness and funeral expenses of the Settlor, attorney's fees, and other costs incurred during the administration of this trust and of the Settlor'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.

B. Distribution of the Trust Estate.

After payment of Settlor's expenses as set forth above, the trust shall terminate and all assets remaining in the trust estate at that time shall be distributed as follows:

1. All interest in the real property situated in (County Name) County, California, and known as (address or locality, such as "the Honeydew property"), shall be given to the Settlers' son, (Name).

2. All interest in the real property situated in (County Name) County, California, and commonly known as (address), Ferndale, California, shall be given in equal shares to the Settlers' daughters, (Name) and (Name).

3. The residue of the trust shall be given to the Settlers' children, (Name), (Name), and (Name), in equal shares.

4. If (Name) should predecease the surviving Settlor, the Trust property designated to be given to him shall be given to his issue by right of representation.

5. If (Name) should predecease the surviving Settlor, the trust property designated to be given to her shall be given to her issue by right of representation, and if she leaves no issue, then to (Name).

- End of Article Two -

Article Three

IX. Powers of the Trustees

To carry out the purposes of this trust, the Trustees are 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 Trustees receive or acquire under the trust so long as the Trustees deem 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 including exploration for and removal of oil, gas, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- 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 Trustees deem advisable to protect the trust estate and the Trustees 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 Trustees 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 a Trustee, other than a Trustee who is also a beneficiary of the Trust, 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 Trustees under this trust, or in the name of a nominee, or the Trustees 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 Trustees in the administration of the trust and to rely on the advice given by these agents.

M. To lend money to any person provided, however, that such loan shall be adequately secured and shall bear a reasonable rate of interest.

N. To determine whether any or all of the allowable administration expenses in the Settlor'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.

O. To change the legal form of any business, distributed to the Trustees, including but not limited to incorporating a sole proprietorship or partnership.

The Trustees shall own, hold, manage, care for and protect all of the said trust estate and the income therefrom and shall have the power and the power is hereby granted to them to sell, exchange, lease, mortgage, hypothecate and/or encumber the said trust estate or any part thereof and to invest and reinvest the whole or any part of the trust estate in such securities as may be legal for the investment of trust funds in the State of California and as they shall deem to be for the best interests of the trust estate and the beneficiaries thereof; provided however, that the Trustees may retain any property received hereunder, whether or not the same be approved as legal for the investment of trust funds and they shall not be responsible for any depreciation in value of any property so retained. The Trustees shall be the sole judges of what is principal of the trust estate, gross income thereof and net income eventually distributable therefrom.

- End of Article Three -

Article Four

X. 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 Trustees in their discretion.

XI. Accounting by Trustees

The Trustees shall not be required to make any accounting of the trust, however, any successor Trustees shall provide the beneficiaries with an annual accounting. Additional accounting may be required under the California Probate Code.

XII. Additions to the Trust

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

XIII. Trustee's Compensation

The Trustees shall be entitled to pay themselves 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 Trustees in the administration of this trust as allowed under Article IX. of this trust.

XIV. 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.

XV. Trustee's Bond

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

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

XVIII. Severability

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

XIX. 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 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.

- End of Article Four -

Article Five

Execution

This Trust Agreement creating the (Husband) and (Wife) Revocable Trust is executed at (Name), California, on (Date) _____, 20__.

Settlors

Trustees

(Husband)

(Husband)

(Wife)

(Wife)

Acknowledgment

State of California, County of (County Name) }

On _____, 20__, before me, _____, notary, personally appeared (Husband) and (Wife), personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the persons executed the instrument.

Witness my hand and official seal.

Signature _____

Schedule A

(Husband) and (Wife) Revocable Trust

The following listed property, all of which is community property belonging to (Husband) and (Wife), is hereby transferred to the (Husband) and (Wife) Revocable Trust as of (Date), 2002.

1. The Settlor's interest in their personal residence located at (Address), California.
2. All household furniture and furnishings and other tangible articles of a personal nature located at the Settlor's personal residence.
3. All cash accounts in the Settlor's name or any Totten Trust of which the Settlor is the trustee, including any checking or savings account, T-Bill account, certificate of deposit, cash maximizer account, money market account, or any similar accounts including all principal and any accrued interest to date, including the following:
 - A. Accounts at (Name) Credit Union in the name of (Husband) as follows:
 1. Membership Shares Account
 2. Interest Checking Account
 3. Liquid Asset Account
 4. Christmas Club Account
 5. Time CD-6 Month
 - B. Membership Shares Account at (Name) Credit Union in the name of Wife.
 - C. Savings Account No. xxxx-xxxxxx at (Name of Bank).
4. Real property situated in (County Name) County and commonly known as (address), California.
5. Real property situated in (County Name) County and known as (address or locality).
6. Settlor's personal automobile and pick-up truck.