

APN: N/A

Mailing Address of Grantee or Other Person Requesting Recording:

Wilson | Barrows | Salyer | Jones
442 Court Street
Elko, Nevada 89801

EUREKA COUNTY, NV

2021-244839

Rec:\$37.00

\$37.00

Pgs=7

05/24/2021 01:59 PM

WILSON BARROWS SALYER JONES

LISA HOEHNE, CLERK RECORDER

Mail Tax Statements to:

Alana Overstreet and
Deonna C. Eckert, Co-Trustees
680 Huron Place
Claremont, CA 91711

Social Security Number Affirmation Statement:

In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does not contain personal information, including full social security number of any person;

-OR-

In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does contain personal information, including full social security number of a person.

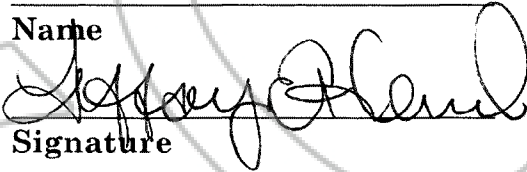
Tiffany Eklund

Paralegal

Name

Title

Signature



Title of Document Recorded:

**Certification of Death of Trustor
and Election of Surviving Co-Trustees
to Continue as Co-Trustees**

WILSON | BARROWS | SALYER | JONES

442 Court Street | Elko, Nevada 89801 | 775.738.7271

**Certification of Death of Trustor
and of Election of Surviving Co-Trustees to Continue as Co-Trustees**

The undersigned hereby certifies under oath and penalty of perjury pursuant to NRS 164.400 - 164.440, that the following facts are true:

1. JOHN E. ECKERT AND CARMEN C. ECKERT, as Trustors, created the ECKERT FAMILY LIVING TRUST DATED APRIL 5, 1991, RESTATED MAY 5, 2016 (the "Trust") by Revocable Trust Agreement and Declaration of Trust dated August 26, 2020 (the "Agreement").

2. JOHN E. ECKERT AND CARMEN C. ECKERT were also the initial Trustees of the Trust.

3. Pursuant to the Agreement, and NRS 111.060, JOHN E. ECKERT AND CARMEN C. ECKERT held title to all assets of the Trust as Trustees with the right of survivorship.

4. CARMEN C. ECKERT, aka CARMEN CECILIA ECKERT, died on June 14, 2019, as shown by the copy of her Death Certificate attached hereto and made a part hereof by this reference.

5. JOHN E. ECKERT, aka JOHN EDWARD ECKERT, died on December 17, 2019, as shown by the copy of his Death Certificate attached hereto and made a part hereof by this reference.

6. The undersigned, ALANA OVERSTREET and DEONNA C. ECKERT, were named in the Trust as Successor Trustees to serve jointly and have elected to continue as the Co-Successor Trustees of the Trust.

7. The undersigned, ALANA OVERSTREET and DEONNA C. ECKERT, are the currently acting Co-Trustees of the Trust and, in that capacity, have acquired, and are holding, all legal and

equitable title to all assets of the Trust formerly owned and held by the initial Trustees of the Trust.

8. The Trust has not been revoked or amended to make any representations contained in this Certification incorrect.

9. The signature below is the signature of all currently acting Co-Trustees of the Trust.

Co-Trustees

DATED: 5-17-21


ALANA OVERSTREET

DATED: 5/17/21


DEONNA C. ECKERT

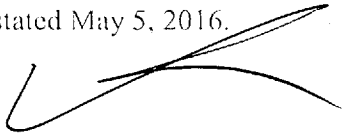
[Notarizations on the following page.]

NOTE: NRS 164.400 requires both of the following jurat and acknowledgment to be completed by the Notary Public:

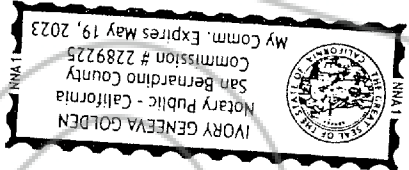
STATE OF CA ,)

COUNTY OF Los Angeles

Subscribed and sworn to before me this 17 day of may, 2021, by
ALANA OVERSTREET, Co-Trustee of the Eckert Family Living Trust Dated April 5, 1991,
Restated May 5, 2016.



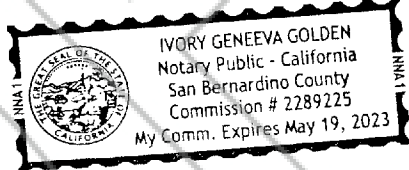
NOTARY PUBLIC



Subscribed and sworn to before me this 17 day of may, 2021, by
DEONNA C. ECKERT, Co-Trustee of the Eckert Family Living Trust Dated April 5, 1991,
Restated May 5, 2016.



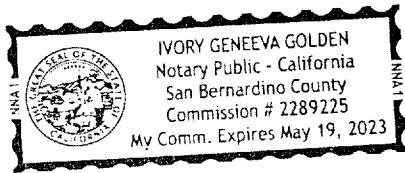
NOTARY PUBLIC




[Notarizations continue on the following page.]

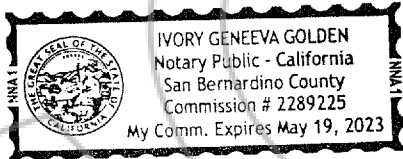
STATE OF CA)
) ss.
COUNTY OF Los Angeles


On the 17 day of May, 2021, personally appeared before me, a Notary Public, ALANA OVERSTREET, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the above instrument as Co-Trustee of the Eckert Family Living Trust Dated April 5, 1991, Restated May 5, 2016




NOTARY PUBLIC

On the 17 day of May, 2021, personally appeared before me, a Notary Public, DEONNA C. ECKERT, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the above instrument as Co-Trustee of the Eckert Family Living Trust Dated April 5, 1991, Restated May 5, 2016.




NOTARY PUBLIC

21050032te.wpd

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH

3052019128504		CERTIFICATE OF DEATH	3201919029011				
STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY / NO ERASURES, WHITOUTS OR ALTERATIONS (SEE INSTRUCTIONS ON BACK)	LOCAL REGISTRATION NUMBER				
1. NAME OF DECEDENT - FIRST (Given) CARMEN	2. MIDDLE CECILIA		3. LAST (Family) ECKERT				
4. DATE OF BIRTH mm/dd/yyyy 07/16/1936							
5. AGE Yrs. Mins. Secs. 82							
6. SEX F							
9. BIRTH STATE/FOREIGN COUNTRY AZ	10. SOCIAL SECURITY NUMBER [REDACTED]	11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> LINK	12. MARITAL STATUS/SPOUSE (at Time of Death) MARRIED	7. DATE OF DEATH mm/dd/yyyy 06/14/2019	8. HOUR (24 Hours) 2045		
13. EDUCATION - Highest Level (Degree) HS GRADUATE							
14. WAS DECEDENT HISPANIC/LATINO/SPANISH? (If yes, see instruction on back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> LINK							
15. DECEDENT'S RACE - Up to 3 races may be listed (see instruction on back) MEXICAN AMERICAN LATINA, CAUCASIAN							
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED HOMEMAKER			18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, real construction, employment agency, etc.) OWN HOME		19. YEARS IN OCCUPATION 62		
20. DECEDENT'S RESIDENCE (Street and number, or location) 104 OAK FOREST CIRCLE							
21. CITY GLENORA	22. COUNTY/PROVINCE LOS ANGELES	23. ZIP CODE 91741	24. YEARS IN COUNTY 62	25. STATE/FOREIGN COUNTRY CA			
26. INFORMANT'S NAME, RELATIONSHIP ALANA OVERSTREET, HCPOA			27. INFORMANT'S MAILING ADDRESS (Street and number, or care facility number, city or town, state and zip) 550 HURON PLACE, CLAREMONT, CA 91711				
28. NAME OF SURVIVING SPOUSE/SPOUSE-FIRST JOHN	29. MIDDLE EDWARD	30. LAST (BIRTH NAME) ECKERT					
31. NAME OF FATHER/PARENT-FIRST JOHN	32. MIDDLE -	33. LAST JENKINS					
34. BIRTH STATE PA	35. NAME OF MOTHER/PARENT-FIRST MARIA	36. MIDDLE -	37. LAST (BIRTH NAME) RAMIREZ				
38. BIRTH STATE MEXICO	39. DISPOSITION DATE mm/dd/yyyy 06/24/2019	40. PLACE OF FINAL DISPOSITION OAKDALE MEMORIAL PARK 1401 S. GRAND AVE., GLENORA, CA 91740					
41. TYPE OF DISPOSITION(S) CR/BU	42. SIGNATURE OF EMBALMER NOT EMBALMED			43. LICENSE NUMBER -			
44. NAME OF FUNERAL ESTABLISHMENT OAKDALE MORTUARY	45. LICENSE NUMBER FD1127	46. SIGNATURE OF LOCAL REGISTRAR MUNTU DAVIS, M.D.		47. DATE mm/dd/yyyy 06/24/2019			
101. PLACE OF DEATH SUNRISE ASSISTED LIVING	102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> P <input type="checkbox"/> SNOP <input type="checkbox"/> ODA	103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Decedent's Home <input checked="" type="checkbox"/> Other					
104. COUNTY LOS ANGELES	105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) 2053 N. TOWNE AVE.	106. CITY CLAREMONT					
107. CAUSE OF DEATH IN SENILE DEMENTIA	108. DEATH REPORTED TO CORONER Cause and Death <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			109. BIOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
110. ALTOPOSTY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	111. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO	112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 NONE					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.) NO	113A. IF FEMALE, PREGNANT IN LAST YEAR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> LINK						
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE OR BELIEF AT THE HOUR OF DEATH AND PLACE STATED FROM THE CAUSES STATED Decedent Assumed Since Decedent Last Seen Alive 05/22/2019 06/14/2019	115. SIGNATURE AND TITLE OF CERTIFIER JAMES FRANCIS REILLY M.D.	116. LICENSE NUMBER G51287	117. DATE mm/dd/yyyy 06/24/2019				
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE JAMES FRANCIS REILLY M.D. 1343 N. GRAND AVE. #100, COVINA, CA 91724	119. CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Hanging <input type="checkbox"/> Involuntary <input type="checkbox"/> Could not be determined <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> LINK	120. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> LINK	121. INJURY DATE mm/dd/yyyy	122. HOUR (24 Hours)			
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)							
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)							
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)							
126. SIGNATURE OF CORONER / DEPUTY CORONER	127. DATE mm/dd/yyyy	128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER					
STATE REGISTRAR	A	B	C	D	E	FAX AUTH. #	CENSUS TRACT

CERTIFIED COPY OF VITAL RECORD
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

This is a true certified copy of the record filed in the County of Los Angeles
 Department of Public Health if it bears the Registrar's signature in purple ink.



Muntu Davis, M.D.
 DATE ISSUED
 Health Officer and Registrar
DO 15

JUL 17 2019

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



CALOSANGOL

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH

3052019258674

CERTIFICATE OF DEATH

3201919057788

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY / NO ERASURES UNLESS NOTED OR ALTERATIONS IN PURSUE 3967		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT—FIRST (Given)		2. MIDDLE		3. LAST (Family)	
JOHN		EDWARD		ECKERT	
4A. ALSO KNOWN AS - include full AKA (FIRST MIDDLE LAST)		4. DATE OF BIRTH mm/dd/yyyy		5. AGE Yrs	
		09/21/1930		89	
6. BIRTH STATE/FOREIGN COUNTRY		10. SOCIAL SECURITY NUMBER		11. EVER IN U.S. ARMED FORCES?	
CA		[REDACTED]		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
13. EDUCATION - Highest Level/Degree		14. WAS DECEDENT HISPANIC/LATINO/ASIAN/AM? (By sex for females on back)		12. MARITAL STATUS (M) at time of death	
DOCTORATE <input type="checkbox"/> YES <input type="checkbox"/> NO		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		WIDOWED	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED		16. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, food construction, employment agency, etc.)		7. DATE OF DEATH mm/dd/yyyy	
PHARMACIST		PHARMACY		12/17/2019	
8. HOUR (24 hours)		15. YEARS IN OCCUPATION		9. SEX	
2230		50		M	
20. DECEDENT'S RESIDENCE (Street and number, or location)					
104 OAK FORREST CIRCLE					
21. CITY					
GLENDDORA					
22. COUNTY/PROVINCE					
LOS ANGELES					
23. ZIP CODE					
91741					
24. YEARS IN COUNTY					
69					
25. STATE/FOREIGN COUNTRY					
CA					
26. INFORMANT'S NAME, RELATIONSHIP					
ALANA OVERSTREET, AHCD AGENT					
27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip)					
680 HURON PL., CLAREMONT, CA 91711					
28. NAME OF SURVIVING SPOUSE(S) - FIRST					
29. MIDDLE					
30. LAST (BIRTH NAME)					
ROBERT					
JACOB					
ECKERT					
34. BIRTH STATE					
OH					
31. NAME OF FATHER/PARENT - FIRST					
32. MIDDLE					
33. LAST					
ROBERT					
ECKERT					
34. BIRTH STATE					
OH					
35. NAME OF MOTHER/PARENT - FIRST					
36. MIDDLE					
37. LAST (BIRTH NAME)					
MARTHA					
ANNA					
BROCKSIEPER					
38. BIRTH STATE					
CA					
39. DISPOSITION DATE mm/dd/yyyy					
01/03/2020					
40. PLACE OF FINAL DISPOSITION					
OAKDALE MEMORIAL PARK 1401 S. GRAND AVE., GLENDDORA, CA 91740					
41. TYPE OF DISPOSITION(S)					
BU					
42. SIGNATURE OF EXAMINER					
NOT EMBALMED					
43. LICENSE NUMBER					
44. NAME OF FUNERAL ESTABLISHMENT					
OAKDALE MORTUARY					
45. LICENSE NUMBER					
FD1127					
46. SIGNATURE OF LOCAL REGISTRAR					
MUNTU DAVIS, M.D.					
47. DATE mm/dd/yyyy					
12/26/2019					
91. PLACE OF DEATH					
SUNRISE ASSISTED LIVING					
92. IF HOSPITAL, SPECIFY ONE					
<input type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> ODC <input type="checkbox"/> Hosp In <input type="checkbox"/> Nursing Home <input type="checkbox"/> Hosp Home <input checked="" type="checkbox"/> Other					
93. IF OTHER THAN HOSPITAL, SPECIFY ONE					
<input type="checkbox"/> Nursing Home <input type="checkbox"/> Hosp Home <input checked="" type="checkbox"/> Other					
94. COUNTY					
LOS ANGELES					
95. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)					
2053 N. TOWNE AVE.					
96. CITY					
CLAREMONT					
107. CAUSE OF DEATH					
Enter the chain of events - disease, injury, or complications - that direct, caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or venous thrombosis without showing the etiology. DO NOT ABBREVIATE.					
IMMEDIATE CAUSE (Final cause of condition resulting in death)					
I1. CORONARY ARTERY DISEASE					
108. DEPT. REPORTED TO CORONER? (M) YES <input checked="" type="checkbox"/> NO					
YRS					
109. BODYSY PERFORMED? (M) YES <input checked="" type="checkbox"/> NO					
YRS					
110. AUTOPSY PERFORMED? (M) YES <input checked="" type="checkbox"/> NO					
YRS					
111. USED IN DETERMINING CAUSE? (M) YES <input type="checkbox"/> NO					
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107					
SEIZURE DISORDER UNKNOWN TYPE					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date)					
NO					
113A. IF FEMALE, PREGNANT IN LAST YEAR? (M) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> UNK					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE EACH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED					
115. SIGNATURE AND TITLE OF CERTIFIER					
M. LESLEY LYNN PO M.D.					
116. LICENSE NUMBER					
A70911					
117. DATE mm/dd/yyyy					
12/23/2019					
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE					
LESLEY LYNN PO M.D. 130 W. ROUTE 66 SUITE 208, GLENDDORA, CA 91740					
119. I CERTIFY THAT IF ANY ORIGIN OF DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED					
120. INJURED AT WORK? (M) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> UNK					
121. INJURY DATE mm/dd/yyyy					
122. HOUR (24 hours)					
MANNER OF DEATH: <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Investigation <input type="checkbox"/> Other (if so, describe)					
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)					
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)					
126. SIGNATURE OF CORONER / DEPUTY CORONER					
127. DATE mm/dd/yyyy					
128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER					
STATE REGISTRAR					
A B C D E					
FAX AUTH.#					
CENSUS TRACT					

CERTIFIED COPY OF VITAL RECORD
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

This is a true certified copy of the record filed in the County of Los Angeles Department of Public Health if it bears the Registrar's signature in purple ink.



Health Officer and Registrar *[Signature]* M.D.
DATE ISSUED
DO 18

JAN 13 2020

This copy is not valid unless prepared on an engraved border, displaying the date, seal and signature of the Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



CALOSANG01

**THE ECKERT FAMILY LIVING TRUST
DATED APRIL 5, 1991**

Restatement dated May 5, 2016

**SKVARNA LAW FIRM
965 N. SECOND AVENUE
UPLAND, CALIFORNIA 91786**

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The Eckert Family Living Trust

Article One Establishing Our Trust

On April 5, 1991, we established the Eckert Family Living Trust, and reserved the right to amend the trust, in whole or in part. On this day, May 5, 2016, we now exercise our power to amend that instrument in its entirety, so that after amendment the Eckert Family Living Trust now states:

The parties to this restated trust are John E. Eckert, also known as John Edward Eckert, and Carmen C. Eckert, also known as Carmen Cecilia Eckert, (the *Trustors*) and Deonna C. Eckert Williams and Alana Overstreet (collectively, our *Trustee*).

We intend to create a valid trust under the laws of California and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of California law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying Our Trust

For convenience, our trust may be referred to as:

“The Eckert Family Living Trust dated April 5, 1991.”

To the extent practicable, for the purpose of transferring property to our trust or identifying our trust in any beneficiary or pay-on-death designation, our trust should be identified as:

“Deonna C. Eckert Williams and Alana Overstreet, Trustees, or their successors in interest, of the Eckert Family Living Trust dated April 5, 1991, and any amendments thereto.”

For all purposes concerning the identity of our trust or any property titled in or payable to our trust, any description referring to our trust will be effective if it reasonably identifies our trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of our Trustee or the powers held by our Trustee. To protect the confidentiality of this instrument, our Trustee may use an affidavit or a certification of trust that identifies our Trustee and sets forth the authority of our Trustee to transact business on behalf of our trust instead of providing a copy of this instrument. The affidavit or certification may include pertinent pages from this instrument, including title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by our Trustee with respect to the representations contained in it. A third party relying upon an

affidavit or certification of trust will be exonerated from any liability for actions the third party takes or does not take in reliance upon the representations contained in the affidavit or certification of trust.

A third party dealing with our Trustee will not be required to inquire into this trust's terms or the authority of our Trustee, or to see to the application of funds or other property received by our Trustee. Our Trustee's receipt of any money or property paid, transferred, or delivered to our Trustee will be a sufficient discharge to the third party from all liability in connection with its application. A written statement by our Trustee is conclusive evidence of our Trustee's authority. Third parties are not liable for any loss resulting from their reliance on a written statement by our Trustee asserting our Trustee's authority or seeking to effect a transfer of property to or from the trust.

Section 1.03 Transferring Property to Our Trust

Any person or entity may transfer any property to our trust in any manner authorized by law.

(a) Funding of Our Trust

By executing this instrument, we transfer, convey, and assign the property described in the attached schedules to our Trustee. We also transfer all our right, title, and interest in and to all of our property that may legally be held in trust and that may be transferred to our trust by this assignment. This assignment includes all of our real, personal, tangible, and intangible property located in the United States, whether separate property or community property, and whether acquired before or after the execution of this instrument, except for these assets that are expressly not transferred by this instrument:

life insurance policies, unless the ownership of a policy is transferred to our trust by a separate instrument that specifically refers to the policy;

corporate and self-employed (*Keogh*) pension, profit-sharing, and stock bonus plans;

qualified retirement plans;

commercial annuities;

Section 1244 (small business) stock; and

any property, the transfer of which would result in the immediate recognition of income subject to income or other taxes, would result in the loss of a homestead exemption, or would violate a restriction on transfer agreement.

(b) Acceptance by Our Trustee

By executing this instrument, our Trustee accepts and agrees to hold the property transferred to the trust as trust property. All property transferred to our trust after the date of this trust must be acceptable to our Trustee.

Our Trustee may refuse to accept any property. Our Trustee shall hold, administer, and dispose of all accepted trust property for our benefit and for the benefit of our beneficiaries, in accordance with the terms of this trust.

(c) Community Property

Any community property transferred to our trust, including the property's income and the proceeds from the property's sale or exchange, will retain its character as community property during our lives, to the same extent as if it had not been transferred to our trust.

(d) Separate Property

Separate property transferred to our trust will retain its character as separate property. Our separate property may be identified as the separate property of either of us on the attached schedules. The separate property of either of us, including the property's income and proceeds from the property's sale or exchange, will remain separate property. Each of us has the unrestricted right to remove all or any part of our separate property at any time.

An amount that is payable to our trust on a life insurance policy that is the separate property of either of us will retain its character as separate property.

(e) Joint Property

If joint tenancy property with right of survivorship is transferred to our trust, we will be considered to have severed the joint tenancy immediately before transferring the property, and no right of survivorship will exist with respect to this property.

Section 1.04 Powers Reserved by Us as Trustees

As Trustees, we retain the powers set forth in this Section in addition to any powers that we reserve in other provisions of this instrument.

(a) Action on Behalf of Our Trust

Whenever both of us are serving as Trustee, either or both of us may act for and conduct business on behalf of our trust without the consent of any other Trustee.

Whenever one of us is alive but not serving as Trustee, and the other is serving as Trustee, the one who is serving as Trustee may act for and conduct business on behalf of our trust without the consent of any other Trustee.

After one of us dies, the ability of the survivor of us, when serving as Trustee, to conduct business on behalf of us without the consent of any other Trustee is subject to the terms and conditions of our trust.

(b) Amendment, Restatement, or Revocation

Acting jointly, we may amend, restate, or revoke this instrument, in whole or in part, for any purpose. Acting jointly, we retain the absolute right to amend, restate, or revoke any term or provision of this trust in whole or in part. Each of us individually retains the right to revoke any term or provision of this trust in whole or in part as to each of our separate property.

Any amendment, restatement, or revocation must be made in writing and delivered to the then-serving Trustee.

(c) Addition or Removal of Trust Property

Either of us may add property to our trust. Both of us, acting jointly may remove any property from our trust. Each of us, acting alone, may remove our own separate property from our trust. Community property removed from our trust will retain its character as community property.

(d) Control of Income and Principal Distributions

We retain the right to control the distribution of income and principal from our trust. We may direct our Trustee to distribute as much of the net income and principal of the trust property as we consider advisable to us or to other persons or entities. Our Trustee may distribute the net income and principal to us or for our unrestricted use and benefit, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of our trust.

Unless otherwise directed, our Trustee shall distribute the net income from the community property to us at least quarterly and shall distribute the net income from a Trustor's separate property to that Trustor at least quarterly.

Our Trustee may also distribute principal of the community property for the unrestricted use of either or both of us and the principal of a Trustor's separate property for the unrestricted use and benefit of that Trustor, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of our trust.

(e) Approval of Investment Decisions

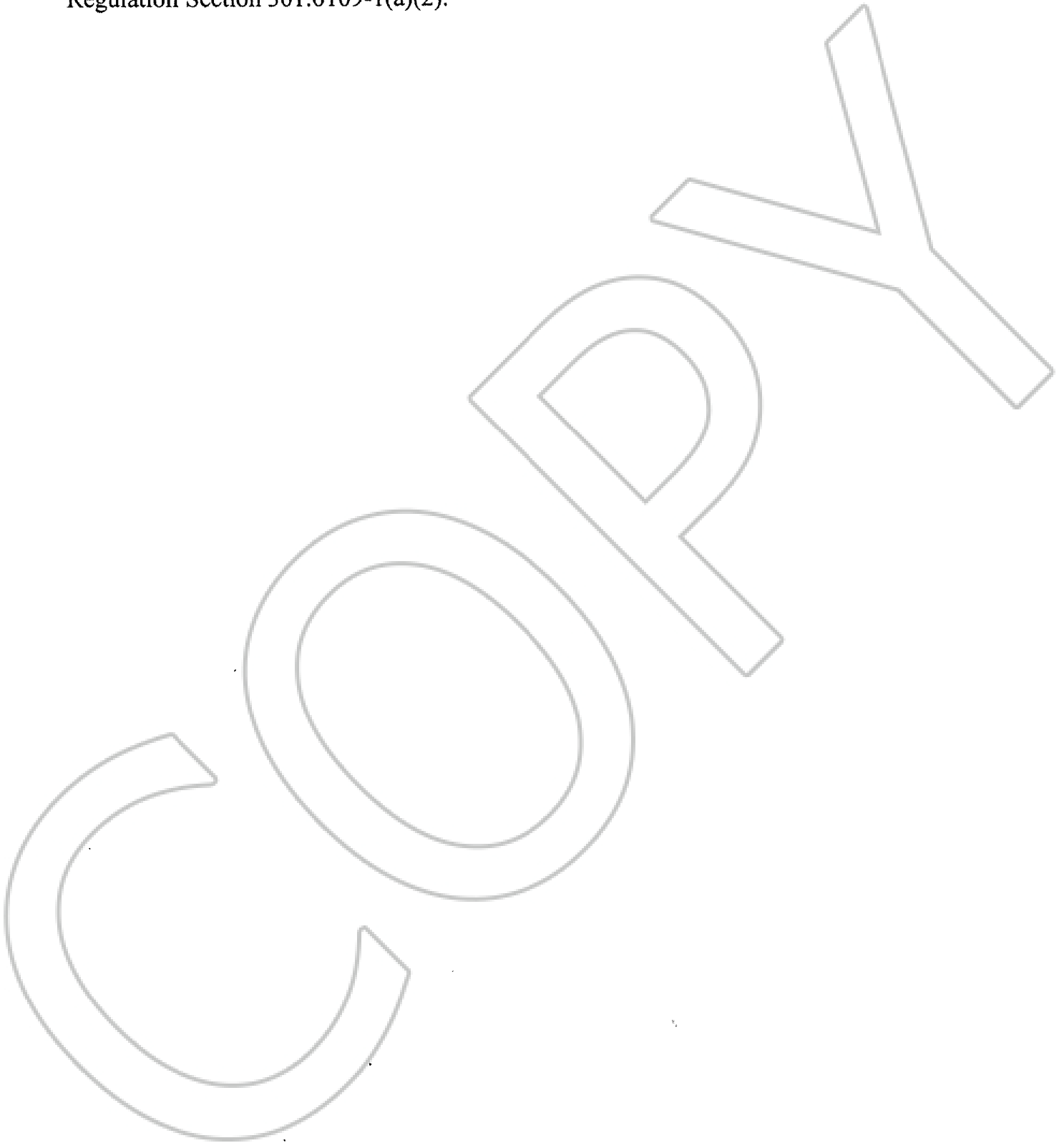
We reserve the absolute right to review and change our Trustee's investment decisions as to the community property. Each of us reserves the absolute right to review and change our Trustee's investment decisions as to our respective separate property. But our Trustee is not required to seek our approval before making investment decisions.

Section 1.05 Grantor Trust Status

By reserving the broad rights and powers set forth in Section 1.04 of this Article, we intend to qualify our trust as a *Grantor Trust* under Internal Revenue Code Sections 671 to 677. This means that, for federal income tax purposes, each of us will be treated as the

owner of one-half of all the community property held in our trust and as the owner of our respective separate property as if we held the property individually.

During any period that our trust is a Grantor Trust, the Taxpayer Identification Number of our trust will be either of our Social Security numbers, in accordance with Treasury Regulation Section 301.6109-1(a)(2).



Article Two

Family Information

John E. Eckert is referred to in this trust as *husband*, and Carmen C. Eckert is referred to in this trust as *wife*. We have three children. They are:

Deonna C. Eckert Williams, born on May 11, 1960;

John David Eckert, born on March 5, 1962; and

Carrie Melissa Ann Eckert, born on January 3, 1968.

All references in this document to *our children* are references to these children.

References to *our descendants* are to our children and their descendants, including any deceased child's descendants.

We have also provided for the following individuals in this trust:

Name	Relationship
Caleb Eckert	Grandson
Samuel Eckert	Grandson
Alana Overstreet	Granddaughter
Steven John Williams	Grandson

Article Three

Trustee Succession Provisions

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving written notice to either of us. If we are both incapacitated or deceased, a resigning Trustee shall give written notice to the trust's Income Beneficiaries and any other then-serving Trustee.

Upon the resignation of a Trustee, the resigning Trustee may appoint the resigning Trustee's successor as Trustee in the manner set forth in Section 3.04, concurrent with the written notice described above. If the resigning Trustee fails to make the appointment, the other provisions of this Article regarding Trustee succession upon incapacity or death will govern, and the next named successors to the resigning Trustee will serve in the order listed. Likewise, if no named successors to the resigning Trustees are available to serve and the resigning Trustee fails to designate a successor, the other provisions of this Article regarding the filling of a vacant Trustee office will govern.

Section 3.02 Trustee Succession while Both of Us Are Alive

While we are both alive, this Section governs the removal and replacement of our Trustees.

(a) Removal and Replacement by Both of Us

By joint agreement, we may remove any Trustee at any time, with or without cause. If a Trustee is removed, resigns, or cannot continue to serve for any reason, either or both of us may serve as Trustee, we may appoint a Trustee to serve with either or both of us, or we may appoint a successor Trustee.

(b) Removal and Replacement by One of Us

If one of us is incapacitated, the non-incapacitated Trustor may remove any Trustee at any time, with or without cause. If a Trustee is removed, resigns, or cannot continue to serve for any reason, the non-incapacitated Trustor may serve as sole Trustee, appoint a Trustee to serve with the non-incapacitated Trustor, or appoint a successor Trustee.

(c) Successor Trustee during Incapacity of John E. Eckert

During the incapacity of John E. Eckert, we name the following to serve as successor Trustee in this order, replacing any then-serving Trustee:

Deonna C. Eckert Williams and Alana Overstreet, jointly or
the survivor of them then

Carrie Melissa Ann Eckert.

(d) Successor Trustee during Incapacity of Carmen C. Eckert

During the incapacity of Carmen C. Eckert, we name the following to serve as successor Trustee in this order, replacing any then-serving Trustee:

Deonna C. Eckert Williams and Alana Overstreet, jointly or the survivor of them then

Carrie Melissa Ann Eckert.

(e) Removal of Trustee during Incapacity of Both of Us

During any time both of us are incapacitated, a Trustee may be removed only for cause; an interested party must petition a court of competent jurisdiction and receive approval from the court for the Trustee removal to be effective.

(f) Designation Default

If the office of Trustee of a trust created under this instrument is vacant and no designated Trustee is able and willing to act during any time that one of us is incapacitated, the other Trustor may appoint a successor Trustee.

If the other Trustor is unable or unwilling to appoint a successor Trustee, a court may appoint a successor Trustee.

The Legal Representative of either of us may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petitioned court acquires jurisdiction over the trust only to the extent necessary to make the appointment. The trust is not subject to the court's continuing jurisdiction.

If a Trustee vacancy arises due to resignation, the previous provisions apply only if the resigning Trustee fails to appoint a successor Trustee under Section 3.01.

All appointments, removals, and revocations must be by signed written instrument.

Section 3.03 Trustee Succession after the Death of Either or Both of Us

After the death of either or both of us, this Section governs the removal and replacement of our Trustees.

(a) Upon the Death of John E. Eckert

Upon the death of John E. Eckert, we name the following to serve as successor Trustee in this order, replacing any then-serving Trustee:

Deonna C. Eckert Williams and Alana Overstreet, jointly or the survivor of them then

Carrie Melissa Ann Eckert.

(b) Upon the Death of Carmen C. Eckert

Upon the death of Carmen C. Eckert, we name the following to serve as successor Trustee in this order, replacing any then-serving Trustee:

Deonna C. Eckert Williams and Alana Overstreet, jointly or the survivor of them then

Carrie Melissa Ann Eckert.

(c) Appointment of Distribution Trustee

Upon the funding of a trust created under this instrument containing provisions for discretionary distributions by the Distribution Trustee, the Primary Beneficiary of the trust may appoint an individual or corporate fiduciary that is not related or subordinate to the persons making the appointment within the meaning of Internal Revenue Code Section 672(c) to serve as the Distribution Trustee for the trust.

(d) Trustees of the Separate Trusts

The Primary Beneficiary of a separate trust created under this instrument, upon attaining 25 years of age, may appoint himself or herself as a Co-Trustee of his or her separate trust, and may serve as the trust's sole Trustee.

If the interest of a beneficiary will be merged into a life estate or an estate for years because the beneficiary is serving as sole Trustee, the beneficiary shall appoint a Co-Trustee to avoid this merger. Similarly, if the interest of a beneficiary becomes or is likely to become subject to the claims of any creditor or to legal process as a result of serving as sole Trustee, the beneficiary shall appoint an Independent Trustee to serve as Co-Trustee.

Notwithstanding the previous provisions, the Primary Beneficiary of any trust administered as a Special Needs Trust under this instrument may never appoint himself or herself as a Co-Trustee of his or her separate trust, and may not serve as the sole Trustee of his or her separate trust.

(e) Appointment of Successor Trustees by the Surviving Trustor

After the death of one of us, the surviving Trustor may appoint the current or successor Trustees for any trust created under this instrument. The surviving Trustor may amend or revoke this appointment. Except for the Trustee of the Survivor's Trust, any Trustee appointed by the surviving Trustor to a trust of which the surviving Trustor is a beneficiary must be an individual or corporate fiduciary that is not related or subordinate to the surviving Trustor within the meaning of Internal Revenue Code Section 672(c).

(f) Removal of a Trustee

After the death of one of us, the surviving Trustor may remove any Trustee, with or without cause. If the surviving Trustor is incapacitated, a

Trustee may be removed only for cause, and only if a court of competent jurisdiction approves the removal upon the petition of an interested party.

The Primary Beneficiary of any trust may remove the Distribution Trustee of that trust if one is serving at any time, with or without cause.

A Trustee may be removed by the surviving Trustor only if the surviving Trustor appoints an individual or corporate fiduciary by the effective removal date and this appointee simultaneously commences service as Trustee. The Trustee appointed to serve as successor Trustee may not be related or subordinate to the surviving Trustor within the meaning of Internal Revenue Code Section 672(c).

After the death of both of us, any beneficiary may remove a Trustee only for cause, and with approval from a court of competent jurisdiction. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment.

The right to remove a Trustee under this Subsection is not to be interpreted to grant the person holding that right any of the powers of that Trustee.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

(g) Default of Designation

If the office of Trustee of a trust created under this instrument is vacant and no designated Trustee is able and willing to act, the surviving Trustor may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

If the surviving Trustor is unable or unwilling to name a successor Trustee or if both of us are deceased, the trust's Primary Beneficiary may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

If the office of Distribution Trustee of a trust created under this instrument is vacant and no designated successor Distribution Trustee is able and willing to act, the trust's Primary Beneficiary may appoint an individual or corporate fiduciary that is not related or subordinate to any trust beneficiary within the meaning of Internal Revenue Code Section 672(c) as successor Distribution Trustee. If no Primary Beneficiary exists, then a majority of all beneficiaries may make the appointment.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the

extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

If a Trustee vacancy arises due to resignation, the previous provisions apply only if the resigning Trustee fails to appoint a successor Trustee in the manner more fully set forth in Section 3.01.

Section 3.04 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed, along with any other then-serving Trustees. The removal notice will become effective in accordance with its provisions.

Notice of appointment must be in writing and delivered to the successor Trustee and any other then-serving Trustees. The appointment will become effective at the time of acceptance by the successor Trustee. A copy of the notice may be attached to this instrument.

Section 3.05 Appointment of a Co-Trustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Co-Trustee. This Co-Trustee will serve only as long as the appointing Trustee serves, or as long as the last to serve if more than one Trustee appointed the Co-Trustee. This Co-Trustee will not become a successor Trustee upon the death, resignation, or incapacity of the appointing Trustee, unless appointed under the terms of this instrument. Although this Co-Trustee may exercise all the powers of the appointing Trustee, the combined powers of this Co-Trustee and the appointing Trustee may not exceed the powers of the appointing Trustee alone. The Trustee appointing a Co-Trustee may revoke the appointment at any time, with or without cause.

Section 3.06 Corporate Fiduciaries

Any corporate fiduciary serving under this instrument as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal or state law and that is not related or subordinate to any beneficiary within the meaning of Internal Revenue Code Section 672(c).

Section 3.07 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, the incapacitated Trustee need not resign as Trustee. For Trustees other than one of us, a written declaration of incapacity by the Co-Trustee or, if none, by the party designated to succeed the incapacitated Trustee if made in good faith and if supported by a written opinion of incapacity by a physician who has examined the incapacitated Trustee will terminate the trusteeship.

Section 3.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this instrument is unwilling or unable to act with respect to any trust property or any provision of this instrument, the

Trustee shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to this property or with respect to this provision. The Independent Special Trustee appointed may not be related or subordinate to any trust beneficiary within the meaning of Internal Revenue Code Section 672(c).

An Independent Special Trustee will exercise all fiduciary powers granted by this trust unless expressly limited elsewhere in this instrument or by the Trustee in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the Trustee. Notice of resignation will be effective in accordance with the terms of the notice.

Section 3.09 Rights of Successor Trustees

Each successor Trustee serving under this instrument, whether individual or corporate, will have all of the title, rights, powers and privileges granted to our initial Trustees named under this instrument. In addition, each successor Trustee will be subject to all of the restrictions imposed on and to all discretionary and ministerial obligations and duties given to the original Trustees.

Article Four

Administration of Our Trust during a Trustor's Incapacity

Section 4.01 Definition of a Trustor's Incapacity

A Trustor will be considered incapacitated during any time when the Trustor is unable to effectively manage his or her property or financial affairs because of age, illness, mental disorder, dependence on prescription medication or other substances, or any other cause.

Section 4.02 Determination of a Trustor's Incapacity

For purposes of this instrument, a Trustor is incapacitated if determined to be so under any one of the following Subsections.

(a) Determination by Attending Physician

A Trustor will be considered incapacitated if the Trustor's attending physician has determined the Trustor's then-existing circumstances fall within the definition of incapacity as provided in Section 4.01.

A Trustor will be considered restored to capacity if the Trustor's personal or attending physician signs a written opinion that the Trustor can effectively manage his or her property and financial affairs.

(b) Court Determination

A Trustor will be considered incapacitated if a court of competent jurisdiction determines that the Trustor is legally incapacitated, incompetent, or otherwise unable to effectively manage his or her property or financial affairs.

(c) Detention, Disappearance, or Absence

A Trustor will be considered incapacitated if the Trustor has an unexplained disappearance or absence for more than 30 days, or is detained under duress. A Trustor's disappearance, absence, or detention under duress may be established by an affidavit of our Trustee, or, if no Trustee is then serving under this trust, by the affidavit of any beneficiary of any trust created under this instrument. The affidavit must describe the circumstances of the Trustor's disappearance, absence, or detention under duress. A third party dealing with our Trustee in good faith may always rely on the representations contained in the affidavit.

A Trustor will be considered restored to capacity upon written notice by the missing or detained Trustor to the successor Trustee that he or she can manage his or her property and financial affairs.

Section 4.03 Trust Distributions during a Trustor's Incapacity

For purposes of this Article, *incapacitated Trustor's trust property* refers to the net income and principal of the incapacitated Trustor's separate property and the net income and principal of the incapacitated Trustor's share of the community property, during any period when a Trustor is incapacitated.

Our Trustee shall administer the incapacitated Trustor's trust property as follows.

(a) Distributions for the Incapacitated Trustor's Benefit

Our Trustee shall regularly and conscientiously make appropriate distributions of income and principal for the benefit of the incapacitated Trustor under the circumstances existing at the time each distribution is made.

Appropriate distributions under this Subsection include the payment of any of the incapacitated Trustor's enforceable legal obligations and premiums for insurance policies owned by the incapacitated Trustor or by our trust, including life, medical, disability, property and casualty, errors and omissions, and longterm health care policies.

Our Trustee is authorized to honor pledges and continue to make gifts to charitable organizations that the incapacitated Trustor has regularly supported in the customarily given amounts.

The examples included in this Subsection are for purposes of illustration only and are not intended to limit the authority of our Trustee to make any distribution for the incapacitated Trustor's benefit that our Trustee determines appropriate.

(b) Manner of Making Distributions

Our Trustee may make distributions for the incapacitated Trustor's benefit in any one or more of the following ways:

to the incapacitated Trustor, but only to the extent he or she is able to manage these distributions;

to other persons and entities for the incapacitated Trustor's use and benefit;

to an agent or attorney in fact authorized to act for the incapacitated Trustor under a legally valid durable power of attorney executed by the incapacitated Trustor before his or her incapacity; and

to the incapacitated Trustor's guardian or conservator who has assumed responsibility for the incapacitated Trustor under any court order, decree, or judgment issued by a court of competent jurisdiction.

(c) Distributions for the Other Trustor's Benefit and for the Benefit of Our Dependents

Our Trustee may distribute as much of the net income and principal of the incapacitated Trustor's trust as our Trustee considers necessary for the health, education and maintenance of the other Trustor.

Our Trustee may also distribute as much of the net income and principal of the incapacitated Trustor's trust as our Trustee considers necessary for the health, education and maintenance of other persons who our Trustee determines are dependent on the incapacitated Trustor for support.

(d) Guidance for Our Trustee Regarding Distributions

When making distributions under Subsections (a) and (c), our Trustee shall give consideration first to the incapacitated Trustor's needs and the needs of the other Trustor, and then to the needs of those persons dependent on the incapacitated Trustor.

When making distributions under Subsection (c), we request that our Trustee, in its sole and absolute discretion, consider other income and resources available to the beneficiaries. Our Trustee may make unequal distributions, distributions to some but not all beneficiaries, or no distributions.

A distribution made to a beneficiary under this Section will not be considered an advancement, and will not be charged against the share of the beneficiary that may be distributable under any other provision of this trust.

(e) Distributions to Agents under General Durable Power of Attorney

Under a valid power of attorney executed by the incapacitated Trustor, our Trustee may make distributions to any agent for the purpose of making gifts as authorized in the power of attorney, or to assist our agent in carrying out our estate planning objectives.

Section 4.04 Distributions for My Benefit

My Trustee may make distributions for my benefit to any one or more of the following:

- (i) me, but only if I am able to manage the distributions;
- (ii) other persons and entities for my use and benefit;
- (iii) the person acting as my agent under a power of attorney for property; and
- (iv) the person court-appointed for me as Conservator of the Estate.

My Trustee will distribute income and principal for my general welfare and comfort. In particular, my Trustee may make distributions for any of the following:

(a) If I am Hospitalized

My Trustee may make distributions to ensure that I have a level of care beyond that which would ordinarily be provided in a hospital. For example, my Trustee may pay for a private room or other more luxurious accommodations in the hospital. In addition, my Trustee may make distributions to pay for a registered or practical nurses, or other caregivers, as appropriate to supplement the regular level of hospital care.

(b) If I Require Home Care

I prefer to remain in my own home and receive care at home as long as reasonably possible. My Trustee may make distributions to pay for aides, caregivers, nursing care, home improvements, and medical equipment that may be required for my care or to assist with daily living and to ensure that I can independently and safely live at home.

(c) If Assisted Living or Nursing Home is Required

If it is no longer safe or reasonable for me to receive care in my home, my Trustee may make distributions to pay for my care in an assisted living facility, nursing home, or other residential-care facility. My Trustee will personally monitor, or will hire, at the expense of the trust, a care manager or other qualified person who will monitor, or supervise the monitoring of my care to ensure that I am receiving the highest quality of care in the most comfortable surroundings reasonably available.

(d) Caregivers to be Hired as Needed

If I require assistance with my activities of daily living, whether at home, in an assisted living facility, nursing home, or other facility, my Trustee may use trust assets to hire supplemental nurses, aides, Hospice, or other caregivers.

(e) Spiritual Needs

My Trustee may provide for the involvement of clergy or spiritual leaders in my care. My Trustee may make distributions to pay for my memberships in religious or spiritual organizations. Also, my Trustee may arrange and pay for participation in activities of those organizations to derive comfort and spiritual satisfaction.

Section 4.05 Intent to Return Home

If I require care that prevents me from living at home, it is my intent to return home, regardless of the prognosis for being able to do so.

Section 4.06 Distributions for Gifting Purposes

My Trustee may make gifts to my descendants, including my Trustee, in order to carry out my estate and long term care planning objectives. Further, my Trustee may make distributions to my agent under a power of attorney for property for the purpose of making gifts as authorized in the

power of attorney, or to assist my agent in carrying out my estate and long term care planning objectives.

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Article Five

Administration of Our Trust upon the Death of a Trustor

Section 5.01 Surviving Trustor's Trust Property and Deceased Trustor's Trust Property

After the first of us dies, the surviving Trustor's interest in any community property of our trust and the surviving Trustor's separate trust property will be referred to as the *surviving Trustor's trust property*. The surviving Trustor's trust property will be referred to as the Survivor's Trust, and our Trustees shall administer the Survivor's Trust as provided in Article Eight.

The deceased Trustor's interest in any community property of our trust and the deceased Trustor's separate trust property will be referred to as the *deceased Trustor's trust property*.

Section 5.02 Administrative Trust

Upon a Trustor's death, our trust will become irrevocable as it pertains to the administration and distribution of the deceased Trustor's trust property. Our Trustee may need to apply for a separate Taxpayer Identification Number for the deceased Trustor's trust property.

Before the distribution of the deceased Trustor's trust property as provided in this trust, the deceased Trustor's trust property will be referred to as the *administrative trust*, but may continue to be known as the Eckert Family Living Trust during the administration period. The administrative trust will exist for the period reasonably necessary to complete the administrative tasks set forth in this Article.

Section 5.03 Payment of Expenses and Taxes

Our Trustee may pay from the deceased Trustor's trust property:

- expenses of the deceased Trustor's last illness, funeral, and burial or cremation, including expenses of memorials and memorial services;
- legally enforceable claims against the deceased Trustor or the deceased Trustor's estate;
- expenses of administering the trust and the deceased Trustor's estate; and
- court-ordered allowances for those dependent upon the deceased Trustor.

These payments are discretionary with our Trustee. Our Trustee may make decisions on these payments without regard to any limitation on payment of the expenses and may make payments without any court's approval. No third party may enforce any claim or right to payment against the trust by virtue of this discretionary authority.

If payment would decrease the federal estate tax charitable deduction available to the deceased Trustor's estate, our Trustee may not pay any administrative expenses from assets passing to an organization that qualifies for the federal estate tax charitable deduction.

If payment would decrease the federal estate tax marital deduction available to the deceased Trustor's estate or violate the provisions of Treasury Regulation Section 20.2056(b)-4(d), our Trustee may not pay any administrative expenses from the net income of property qualifying for the federal estate tax marital deduction.

Our Trustee shall pay death taxes out of the trust property's principal, as provided in Section 5.06. But if a probate estate is opened within six months after the date of the deceased Trustor's death, the deceased Trustor's Personal Representative shall pay any outstanding claims and expenses as authorized by the Personal Representative, as well as any death taxes from the deceased Trustor's probate estate to the extent that the cash and readily marketable assets in the deceased Trustor's probate estate are sufficient.

Section 5.04 Restrictions on Certain Payments from Retirement Plans

The term *designation date* means September 30 of the calendar year following the year of the deceased Trustor's death, or another date as established by Treasury Regulations or other tax law authority as the final date for determining whether this trust meets the requirements for treatment of the trust's oldest beneficiary as if the beneficiary was named individually as beneficiary of any qualified retirement plan payable to this trust.

Notwithstanding any other provision of this trust or state law to the contrary, our Trustee may not distribute any qualified retirement benefit payable to our trust or any trust created under this trust to or for the benefit of the deceased Trustor's estate, any charity, or any beneficiary other than an individual, on or after the *designation date*. Our intent is that all qualified retirement benefits held by or payable to this trust on or after the designation date be distributed to or held only for individual beneficiaries, within the meaning of Internal Revenue Code Section 401(a)(9).

Qualified retirement benefits payable to the trust may not be used or applied on or after the designation date for payment of the deceased Trustor's debts, taxes, expenses of administration, or other claims against the deceased Trustor's estate, or for payment of estate, inheritance, or similar transfer taxes due because of the deceased Trustor's death, other than those directly attributable to and the legal obligation of a particular qualified retirement plan. This Section does not apply to any bequest or expense that is specifically directed to be funded with qualified retirement benefits.

Section 5.05 Excluding Life Insurance Proceeds from Creditors

Despite anything to the contrary in this instrument, any life insurance proceeds payable to the Trustee under this instrument must never be or become part of our probate or testamentary estate. Nothing in this instrument directs that these life insurance proceeds be used to pay our debts or expenses.

Section 5.06 Payment of Death Taxes

For the purposes of this Article, the term *death taxes* refers to any taxes imposed by reason of the deceased Trustor's death by federal, state, or local authorities, including estate, inheritance, gift, and direct-skip generation-skipping transfer taxes. For purposes of this Section, *death taxes* does not include any additional estate tax imposed by Internal Revenue Code Section 2031(c)(5)(C) or Section 2032A(c), or any other comparable

recapture tax imposed by any taxing authority. Nor does the term include any generation-skipping transfer tax, other than a direct-skip generation-skipping transfer tax.

Except as otherwise specified in this Article or elsewhere in this trust, the Trustee shall apportion death taxes as provided under the law of the State of California in effect at the date of the deceased Trustor's death.

If our Trustee or the surviving Trustor's Personal Representative waives any right of recovery granted by Section 2207A and corresponding provisions of applicable state law, death taxes may not be apportioned to any property included in the deceased Trustor's gross estate under Internal Revenue Code Section 2044.

Section 5.07 No Apportionment between Current and Future Interests

No interest in income, and no estate for years, estate for life, or other temporary interest in any property or trust are subject to apportionment between the temporary interest and the remainder. The tax on the temporary interest and any tax on the remainder are chargeable against the principal of the property or trust, subject to the temporary interest and remainder.

Section 5.08 Coordination with the Personal Representative

The following provisions are intended to help facilitate the coordination between the deceased Trustor's Personal Representative and our Trustee. These provisions apply even if the Personal Representative and the Trustee are the same person or entity.

(a) Reliance on Information from the Personal Representative

Our Trustee may rely upon the written request of the deceased Trustor's Personal Representative for payments authorized under this Article and the amounts included in those payments without computing the sums involved. If a payment is made under this Article to the deceased Trustor's Personal Representative, our Trustee will have no duty to inquire into the application of the payment.

(b) Receipt of Probate Property

Our Trustee may accept or decline any distributions of property tendered to our Trustee by the deceased Trustor's Personal Representative. If our Trustee accepts the property, our Trustee may do so without audit, and will not be required to review the Personal Representative's records.

(c) Discretionary Distributions to the Deceased Trustor's Personal Representative

Our Trustee may distribute cash, accrued income, or other trust property to the deceased Trustor's probate estate as a beneficiary of this trust, to the extent our Trustee determines that doing so is in the best interests of the trust beneficiaries.

Section 5.09 Authority to Make Tax Elections

After a Trustor's death, our Trustee may make tax elections as provided in this Section. But if a Personal Representative is appointed for the deceased Trustor's probate estate, the discretionary authority granted to our Trustee as to any tax election will be subordinate to the Personal Representative's statutorily delegated authority.

(a) Tax Elections

Our Trustee may make any tax elections necessary for the efficient administration of the deceased Trustor's estate, including:

- valuing assets according to an alternate valuation date;
- electing whether to take administration expenses as estate tax deductions or income tax deductions;
- allocating a Trustor's unused generation-skipping exemption to any portion of the trust property;
- electing special-use valuation;
- deferring payment of all or any portion of any taxes; and
- making any elections relative to the *Deceased Spousal Unused Exclusion Amount* to the extent and amount allowable under Internal Revenue Code Sections 2010(c)(4) and (5), all as our Trustee considers appropriate under then-prevailing circumstances
- treating any portion of the deceased Trustor's administrative trust as part of the deceased Trustor's estate for federal or state income tax purposes, or both.

In addition, our Trustee, in its sole and absolute discretion, may elect to waive, in whole or in part, the deceased Trustor's right to have the deceased Trustor's estate reimbursed for any tax paid as a result of the inclusion in the deceased Trustor's taxable estate of property held in a qualified terminable interest property (QTIP) trust created for the surviving Trustor by the deceased Trustor.

Our Trustee may make equitable adjustments between income and principal because of any tax elections made by our Trustee.

(b) Allocation of GST Exemption

Our Trustee may elect to allocate or not allocate any portion of the Available GST Exemption under Internal Revenue Code Section 2631, or a counterpart exemption under any applicable state law to any property of which the deceased Trustor is considered the transferor for generation-skipping transfer tax purposes. This includes any property transferred by the deceased Trustor during the deceased Trustor's life for which the deceased Trustor did not make an allocation prior to death. The exercise of our Trustee's discretion should be based on the transfers, gift tax

returns, and other information known to our Trustee, with no requirement that allocations benefit the various transferees or beneficiaries in any particular manner.

(c) Qualified Conservation Easements

Our Trustee may create a qualified conservation easement, as defined in Internal Revenue Code Section 2031(c)(8)(A), in any land held by the trust and may make the necessary election provided by Section 2031(c)(6).

Section 5.10 Payment of Charitable Bequests

To the extent possible, our Trustee must make all charitable distributions from property that constitutes *income in respect of a decedent* (IRD) as that term is defined under the U.S. income tax laws. The distribution will qualify for the income tax charitable deduction under Internal Revenue Code Section 642(c)(5), as amended.

Article Six

Disposition of Tangible Personal Property

Section 6.01 Distribution of Tangible Personal Property by Memorandum

Each of us may dispose of items of tangible personal property by a signed written memorandum executed after we sign this instrument. The memorandum must refer to our trust and must reasonably identify the items and the beneficiary designated to receive each item. If either or both of us executes a memorandum, our Trustee shall incorporate the memorandum by reference into this instrument to the extent permitted by law.

Our Trustee shall distribute the items of tangible personal property listed in the memorandum as promptly as practicable after the death of a Trustor who completed the memorandum, together with any insurance policies covering the property and any claims under those policies, as provided in the memorandum. If either or both of us leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the memorandum with the most recent date will control as to that item.

If the memorandum with the most recent date conflicts with a provision of this instrument as to the specific distribution of any item of tangible personal property, the provisions of the memorandum with the most recent date will control as to those items that are in conflict.

If the law does not permit incorporation of the memorandum by reference, the memorandum will then serve as an amendment to our trust, but only to the extent this amendment solely disposes of tangible personal property. We request that our Trustee follow our wishes and distribute the items of tangible personal property listed in the memorandum according to its terms.

Section 6.02 Distribution of Remaining Tangible Personal Property

Our Trustee shall distribute any of the deceased Trustor's remaining tangible personal property not disposed of by a written memorandum to the Survivor's Trust to be administered as provided in Article Eight. If we are both deceased, our Trustee shall distribute the property as provided in the following Articles.

Section 6.03 Definition of Tangible Personal Property

For purposes of this Article, the term *tangible personal property* includes household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not include any property that our Trustee, in its sole and absolute discretion, determines to be part of any business or business interest owned by the deceased Trustor or our trust.

After the death of a Trustor, if our Trustee receives property to be distributed under this Article from the deceased Trustor's probate estate or in any other manner, our Trustee shall distribute the property in accordance with this Article's terms. The fact that an item of tangible personal property was not received by our trust until after the death of a Trustor does not diminish the validity of the gift. If property to be distributed under this

Article is not part of the trust property upon the death of a Trustor and is not subsequently transferred to our Trustee from the deceased Trustor's probate estate or in any other manner, then the specific distribution of property made in this Article is null and void, without any legal or binding effect.

Section 6.04 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or his or her Legal Representative, our Trustee shall pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in our trust, our Trustee shall distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

Section 6.05 Residuary Distribution

The deceased Trustor's remaining property will be administered as provided in the following Articles.

Article Seven

Creating Trust Shares upon the Death of a Trustor

Our Trustee shall administer the deceased Trustor's remaining trust property as provided in this Article.

Section 7.01 Allocation to the Survivor's Trust

Our Trustee shall allocate all of the deceased Trustor's remaining trust property to the Survivor's Trust, and shall administer the property as provided in Article Eight.

Section 7.02 Disposition of Property upon Disclaimer by the Surviving Trustor

The surviving Trustor, his or her fiduciary, or his or her agent serving under a power of attorney may disclaim any portion of any interest in or power over property passing from the deceased Trustor to or for the surviving Trustor's benefit under this instrument. If the surviving Trustor disclaims any property that would otherwise be allocated to the Survivor's Trust, our Trustee shall allocate the disclaimed property to the Non-Marital Share. Our Trustee shall administer the Non-Marital Share as provided in Article Nine.

If the surviving Trustor disclaims his or her interest in any portion of the Non-Marital Share, our Trustee shall dispose of the disclaimed interest as though the surviving Trustor had predeceased the deceased Trustor.

Article Eight

The Survivor's Trust

Our Trustee shall administer the Survivor's Trust as provided in this Article.

Section 8.01 Trustee of the Survivor's Trust

The surviving Trustor may serve as sole Trustee of the Survivor's Trust. The surviving Trustor may remove and replace the Trustee of the Survivor's Trust at any time, with or without cause. Notwithstanding any other provision in this instrument, the surviving Trustor may appoint any individual or corporate fiduciary to serve as Trustee of the Survivor's Trust.

Section 8.02 The Surviving Trustor's Right to Amend

The surviving Trustor also has the absolute right to amend the Survivor's Trust's terms by restating them in full. The restated Survivor's Trust must be in writing and signed by the surviving Trustor and the Trustee of the restated Survivor's Trust.

The right to amend by restatement may be exercised only by the surviving Trustor.

Section 8.03 Separate Share for Deceased Trustor's Trust Property

To the extent that any of the deceased Trustor's trust property is allocated to the Survivor's Trust, our Trustee shall hold this property in a separate share of the Survivor's Trust during the surviving Trustor's lifetime. Our Trustee shall administer the separate share in accordance with all of this Article's provisions. But the surviving Trustor may not amend the terms of the separate share and the provisions of Section 8.07 pertaining to trust distributions during the incapacity of the surviving Trustor do not apply to the separate share.

The purpose of the separate share is to keep the deceased Trustor's trust property and its accumulated income separate from the main share during the lifetime of the surviving Trustor, in order to qualify the separate share as a designated beneficiary under qualified retirement plans and to avoid the possible disqualification of the federal estate tax marital deduction under Internal Revenue Code Section 2056.

Our Trustee shall distribute as much of the principal and accumulated income of the separate share to the main share of the Survivor's Trust as the surviving Trustor directs in writing. This right to direct distribution from the separate share to the main account may be exercised only by the surviving Trustor.

Section 8.04 Distribution of Income

Our Trustee shall distribute all of the net income of the Survivor's Trust to the surviving Trustor at least annually. Nothing contained in this instrument may limit the right of the surviving Trustor to receive the Survivor's Trust's entire net income.

Section 8.05 Distributions of Principal

Our Trustee shall distribute as much of the principal of the Survivor's Trust to the surviving Trustor as he or she requests in writing for any reason.

Our Trustee may also distribute as much of the principal of the Survivor's Trust to the surviving Trustor as our Trustee determines necessary or advisable for any purpose.

Section 8.06 Unproductive Property

Upon the written request of the surviving Trustor, our Trustee shall convert any nonproductive property held in the Survivor's Trust to productive property.

Section 8.07 Trust Distributions during the Incapacity of the Surviving Trustor

During any time the surviving Trustor is incapacitated, our Trustee shall administer the Survivor's Trust according to the provisions of Section 4.03.

Section 8.08 General Power of Appointment

The surviving Trustor may appoint all or any portion of the principal and undistributed income remaining in the Survivor's Trust at the surviving Trustor's death among one or more persons or entities, including the creditors of the surviving Trustor's estate. The surviving Trustor has the exclusive right to exercise this general power of appointment.

Section 8.09 Administration following the Surviving Trustor's Death

The Survivor's Trust becomes irrevocable upon the death of the surviving Trustor, and our Trustee shall administer the Survivor's Trust consistent with the provisions of Article Five for administration following the death of the first of us to die.

Upon completion of the administrative tasks, our Trustee shall administer the unappointed balance or remainder of the Survivor's Trust as provided in Article Ten.

Article Nine

The Decedent's Trust

Our Trustee shall hold and administer the Non-Marital Share in a separate trust as provided in this Article. This document refers to the trust as the *Decedent's Trust*.

Section 9.01 Decedent's Trust Beneficiary

The surviving Trustor is the only beneficiary of the Decedent's Trust during the surviving Trustor's lifetime.

Section 9.02 Distribution of Income and Principal

Our Independent Trustee may distribute as much of the income and principal of the Decedent's Trust to the surviving Trustor as our Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, our Trustee shall distribute as much income and principal to the surviving Trustor as our Trustee determines necessary or advisable for the surviving Trustor's health, education and maintenance.

Any undistributed net income must be accumulated and added to principal.

Section 9.03 Guidelines to Our Trustee

The surviving Trustor is the only beneficiary of the Decedent's Trust. In making discretionary distributions under this Article, our Trustee should bear in mind that our primary concern and objective is to provide for the well-being of the surviving Trustor, and the preservation of principal is not as important as this objective.

Without limiting our Trustee's discretion, we recommend that our Trustee not distribute principal from the Decedent's Trust to the surviving Trustor until the principal of the Survivor's Trust is substantially exhausted.

Section 9.04 Effect of Remarriage on Decedent's Trust Distributions

Upon the remarriage of the surviving Trustor, the Decedent's Trust will terminate unless the surviving Trustor and the surviving Trustor's fiancé execute a valid prenuptial agreement that complies with the terms set forth below. For purposes of this trust, *remarriage* means any marriage, including a common law marriage, entered into by the surviving Trustor after the death of the first of us to die that is valid in the jurisdiction where the marriage took place.

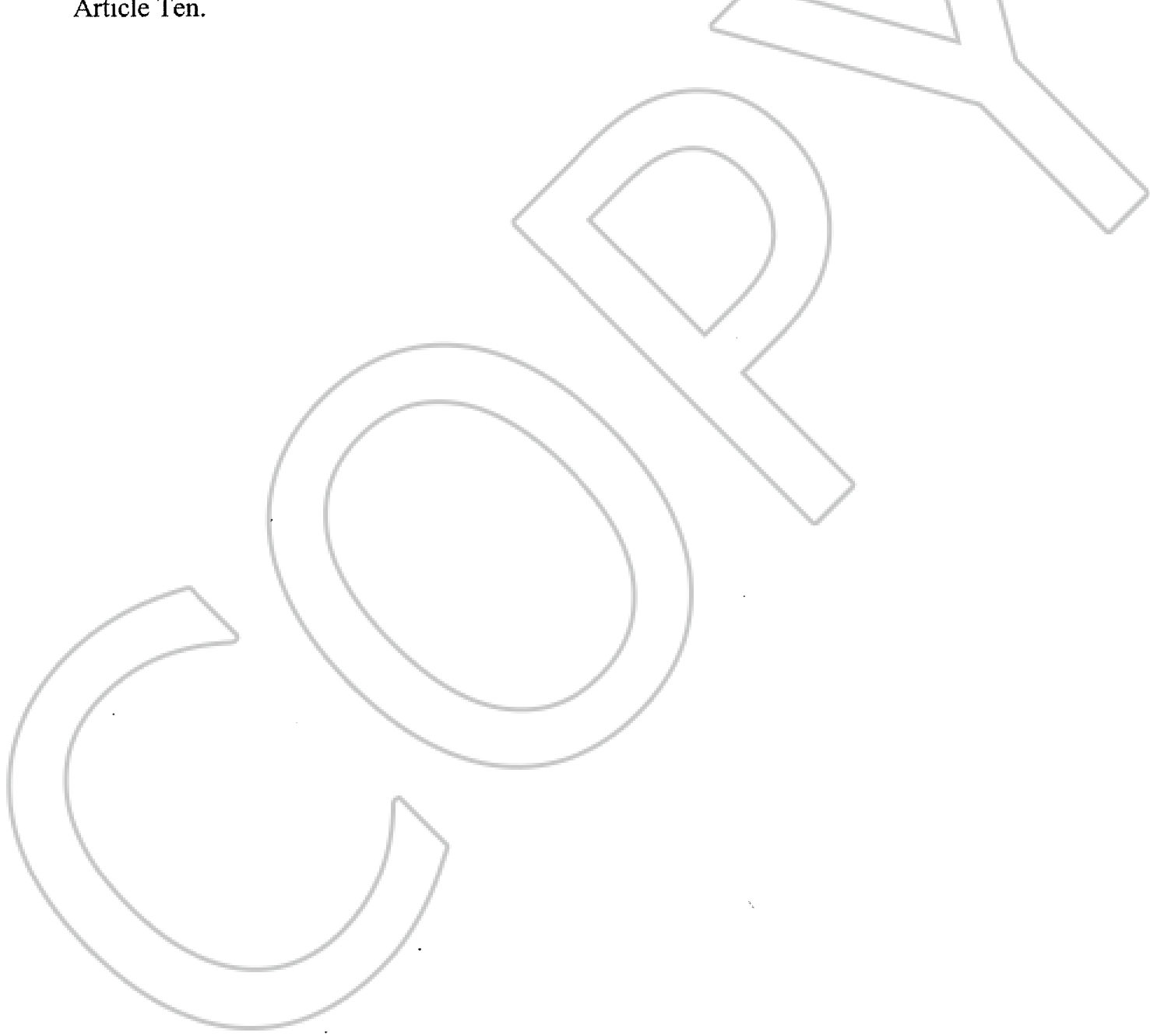
If terminated, our Trustee shall administer the balance or remainder of the Decedent's Trust as provided in Article Ten.

If the surviving Trustor should choose to remarry after the death of the first of us to die and executes a valid prenuptial agreement not less than 30 days prior to the surviving Trustor's remarriage then, in our judgment, there will be sufficient protection for the other beneficiaries named in this trust, and the Decedent's Trust will not terminate. The prenuptial agreement must be in writing and signed by the surviving Trustor and the

surviving Trustor's fiancé with each represented by independent legal counsel. Prior to the execution of the agreement, each party must make full disclosure of their assets as these assets exist at that time. The prenuptial agreement must provide that the surviving Trustor's fiancé waives any right to any portion of the surviving Trustor's share of the surviving Trustor's premarital assets and the surviving Trustor's interest in any trust created under this instrument in the event of dissolution of the marriage, or in the event of the death of the surviving Trustor with the new spouse surviving the surviving Trustor.

Section 9.05 Termination of the Decedent's Trust

The Decedent's Trust will terminate upon the death of the surviving Trustor and our Trustee shall administer the balance or remainder of the Decedent's Trust as provided in Article Ten.



Article Ten

Trusts for Our Beneficiaries

Upon the death of the survivor of us, our Trustee shall administer and distribute our remaining trust property (not distributed under prior Articles of this instrument) under the terms of this Article.

Section 10.01 Division of Remaining Trust Property

Our Trustee shall divide our remaining trust property into shares as follows:

Name	Relationship	Share
Deonna C. Eckert Williams	Daughter	20%
John David Eckert	Son	20%
Carrie Melissa Ann Eckert	Daughter	20%
Caleb Eckert	Grandson	6.67%
Samuel Eckert	Grandson	6.67%
Alana Overstreet	Granddaughter	20%
Steven John Williams	Grandson	6.66%

Our Trustee shall administer the share of each beneficiary as provided in the Sections that follow.

Section 10.02 Distribution of the Share for Deonna C. Eckert Williams

Our Trustee shall administer the share set aside for Deonna C. Eckert Williams in trust as provided in this Section.

(a) Distributions of Income and Principal

Our Independent Trustee may distribute to Deonna C. Eckert Williams as much of the income and principal of her trust as our Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, our Trustee shall distribute to Deonna C. Eckert Williams as much of the income and principal of her trust as our Trustee determines necessary or advisable for her health, education and maintenance.

Our Trustee shall add any undistributed net income to principal.

(b) Guidelines for Discretionary Distributions

In making discretionary distributions to Deonna C. Eckert Williams, we desire to provide for her well-being and happiness. Although we request that our Trustee consider the other known resources available to Deonna

C. Eckert Williams before making distributions, we also request that our Trustee be liberal in making any distributions to, or for her benefit. We acknowledge that the principal of the trust established for Deonna C. Eckert Williams may be exhausted in making these distributions.

(c) Right to Withdraw Principal

Deonna C. Eckert Williams may withdraw any portion or all of the accumulated trust income and principal from her trust.

Deonna C. Eckert Williams may exercise this right by delivering written notice to our Trustee, setting forth the desired withdrawal amount. Upon receiving a notice, our Trustee shall convey and deliver the requested amount to Deonna C. Eckert Williams, free of trust. Deonna C. Eckert Williams's right of withdrawal is a privilege that may be exercised only by Deonna C. Eckert Williams, and is not subject to the claims of any creditor or to legal process and may not be voluntarily or involuntarily alienated or encumbered. This provision does not limit the exercise of any power of appointment Deonna C. Eckert Williams may have.

(d) Distribution upon the Death of Deonna C. Eckert Williams

Deonna C. Eckert Williams has the unlimited testamentary general power to appoint all or any portion of the principal and undistributed income remaining in her trust at her death among one or more persons or entities and the creditors of Deonna C. Eckert Williams's estate. Deonna C. Eckert Williams has the exclusive right to exercise this general power of appointment.

We intend to create a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of Deonna C. Eckert Williams's trust is not effectively appointed, our Trustee shall distribute the remaining unappointed balance *per stirpes* in trusts to the descendants of Deonna C. Eckert Williams. If Deonna C. Eckert Williams has no then-living descendants, our Trustee shall distribute the balance of the trust property *per stirpes* in trusts to our descendants. Our Trustee shall administer the trusts under the same terms as Deonna C. Eckert Williams's trust. If we have no then-living descendants, our Trustee shall distribute the balance of the trust property as provided in Article Eleven.

(e) Distribution if Deonna C. Eckert Williams Is Deceased

If Deonna C. Eckert Williams dies before the establishment of her trust, our Trustee shall distribute Deonna C. Eckert Williams's share *per stirpes* in trusts to the descendants of Deonna C. Eckert Williams. If Deonna C. Eckert Williams has no then-living descendants, our Trustee shall distribute Deonna C. Eckert Williams's share *per stirpes* in trusts to our descendants. Our Trustee shall administer the trusts under the same terms as Deonna C. Eckert Williams's trust. If we have no then-living

descendants, our Trustee shall distribute Deonna C. Eckert Williams's share as provided in Article Eleven.

Section 10.03 Distribution of the Share for John David Eckert

Our Trustee shall administer the share set aside for John David Eckert in trust as provided in this Section.

(a) Distributions of Income and Principal

Our Independent Trustee may distribute to John David Eckert as much of the income and principal of his trust as our Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, our Trustee shall distribute to John David Eckert as much of the income and principal of his trust as our Trustee determines necessary or advisable for his health, education and maintenance.

Our Trustee shall add any undistributed net income to principal.

(b) Guidelines for Discretionary Distributions

In making discretionary distributions to John David Eckert, we desire to provide for his well-being and happiness. Although we request that our Trustee consider the other known resources available to John David Eckert before making distributions, we also request that our Trustee be liberal in making any distributions to, or for his benefit. We acknowledge that the principal of the trust established for John David Eckert may be exhausted in making these distributions.

(c) Right to Withdraw Principal

John David Eckert may withdraw any portion or all of the accumulated trust income and principal from his trust.

John David Eckert may exercise this right by delivering written notice to our Trustee, setting forth the desired withdrawal amount. Upon receiving a notice, our Trustee shall convey and deliver the requested amount to John David Eckert, free of trust. John David Eckert's right of withdrawal is a privilege that may be exercised only by John David Eckert, and is not subject to the claims of any creditor or to legal process and may not be voluntarily or involuntarily alienated or encumbered. This provision does not limit the exercise of any power of appointment John David Eckert may have.

(d) Distribution upon the Death of John David Eckert

John David Eckert has the unlimited testamentary general power to appoint all or any portion of the principal and undistributed income remaining in his trust at his death among one or more persons or entities and the creditors of John David Eckert's estate. John David Eckert has the exclusive right to exercise this general power of appointment.

We intend to create a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of John David Eckert's trust is not effectively appointed, our Trustee shall distribute the remaining unappointed balance *per stirpes* in trusts to the descendants of John David Eckert. If John David Eckert has no then-living descendants, our Trustee shall distribute the balance of the trust property *per stirpes* in trusts to our descendants. Our Trustee shall administer the trusts under the same terms as John David Eckert's trust. If we have no then-living descendants, our Trustee shall distribute the balance of the trust property as provided in Article Eleven.

(e) Distribution if John David Eckert Is Deceased

If John David Eckert dies before the establishment of his trust, our Trustee shall distribute John David Eckert's share *per stirpes* in trusts to the descendants of John David Eckert. If John David Eckert has no then-living descendants, our Trustee shall distribute John David Eckert's share *per stirpes* in trusts to our descendants. Our Trustee shall administer the trusts under the same terms as John David Eckert's trust. If we have no then-living descendants, our Trustee shall distribute John David Eckert's share as provided in Article Eleven.

Section 10.04 Distribution of the Share for Carrie Melissa Ann Eckert

Our Trustee shall administer the share set aside for Carrie Melissa Ann Eckert in trust as provided in this Section.

(a) Distributions of Income and Principal

Our Independent Trustee may distribute to Carrie Melissa Ann Eckert as much of the income and principal of her trust as our Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, our Trustee shall distribute to Carrie Melissa Ann Eckert as much of the income and principal of her trust as our Trustee determines necessary or advisable for her health, education and maintenance.

Our Trustee shall add any undistributed net income to principal.

(b) Guidelines for Discretionary Distributions

In making discretionary distributions to Carrie Melissa Ann Eckert, we desire to provide for her well-being and happiness. Although we request that our Trustee consider the other known resources available to Carrie Melissa Ann Eckert before making distributions, we also request that our Trustee be liberal in making any distributions to, or for her benefit. We acknowledge that the principal of the trust established for Carrie Melissa Ann Eckert may be exhausted in making these distributions.

(c) Right to Withdraw Principal

Carrie Melissa Ann Eckert may withdraw any portion or all of the accumulated trust income and principal from her trust.

Carrie Melissa Ann Eckert may exercise this right by delivering written notice to our Trustee, setting forth the desired withdrawal amount. Upon receiving a notice, our Trustee shall convey and deliver the requested amount to Carrie Melissa Ann Eckert, free of trust. Carrie Melissa Ann Eckert's right of withdrawal is a privilege that may be exercised only by Carrie Melissa Ann Eckert, and is not subject to the claims of any creditor or to legal process and may not be voluntarily or involuntarily alienated or encumbered. This provision does not limit the exercise of any power of appointment Carrie Melissa Ann Eckert may have.

(d) Distribution upon the Death of Carrie Melissa Ann Eckert

Carrie Melissa Ann Eckert has the unlimited testamentary general power to appoint all or any portion of the principal and undistributed income remaining in her trust at her death among one or more persons or entities and the creditors of Carrie Melissa Ann Eckert's estate. Carrie Melissa Ann Eckert has the exclusive right to exercise this general power of appointment.

We intend to create a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of Carrie Melissa Ann Eckert's trust is not effectively appointed, our Trustee shall distribute the remaining unappointed balance *per stirpes* in trusts to the descendants of Carrie Melissa Ann Eckert. If Carrie Melissa Ann Eckert has no then-living descendants, our Trustee shall distribute the balance of the trust property *per stirpes* in trusts to our descendants. Our Trustee shall administer the trusts under the same terms as Carrie Melissa Ann Eckert's trust. If we have no then-living descendants, our Trustee shall distribute the balance of the trust property as provided in Article Eleven.

(e) Distribution if Carrie Melissa Ann Eckert Is Deceased

If Carrie Melissa Ann Eckert dies before the establishment of her trust, our Trustee shall distribute Carrie Melissa Ann Eckert's share *per stirpes* in trusts to the descendants of Carrie Melissa Ann Eckert. If Carrie Melissa Ann Eckert has no then-living descendants, our Trustee shall distribute Carrie Melissa Ann Eckert's share *per stirpes* in trusts to our descendants. Our Trustee shall administer the trusts under the same terms as Carrie Melissa Ann Eckert's trust. If we have no then-living descendants, our Trustee shall distribute Carrie Melissa Ann Eckert's share as provided in Article Eleven.

Section 10.05 — Distribution of the Share for Caleb Eckert

Our Trustee shall administer the share set aside for Caleb Eckert in trust as provided in this Section.

(a) Distributions of Income and Principal

Our Independent Trustee may distribute to Caleb Eckert as much of the income and principal of his trust as our Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, our Trustee shall distribute to Caleb Eckert as much of the income and principal of his trust as our Trustee determines necessary or advisable for his health, education and maintenance.

Our Trustee shall add any undistributed net income to principal.

(b) Guidelines for Discretionary Distributions

In making discretionary distributions to Caleb Eckert, we desire that Caleb Eckert develops a strong work ethic, is a productive and contributing member of society, and provides for those who are dependent on him for care and support. Accordingly, our Trustee shall always consider the other known resources available to Caleb Eckert before making discretionary distributions. We desire that preservation of principal be a priority for purposes of this trust, and that Caleb Eckert show genuine need before our Trustee makes any discretionary distribution.

(c) Right to Withdraw Principal

Caleb Eckert may withdraw any portion or all of the accumulated trust income and principal from his trust.

Caleb Eckert may exercise this right by delivering written notice to our Trustee, setting forth the desired withdrawal amount. Upon receiving a notice, our Trustee shall convey and deliver the requested amount to Caleb Eckert, free of trust. Caleb Eckert's right of withdrawal is a privilege that may be exercised only by Caleb Eckert, and is not subject to the claims of any creditor or to legal process and may not be voluntarily or involuntarily alienated or encumbered. This provision does not limit the exercise of any power of appointment Caleb Eckert may have.

(d) Distribution upon the Death of Caleb Eckert

Caleb Eckert has the unlimited testamentary general power to appoint all or any portion of the principal and undistributed income remaining in his trust at his death among one or more persons or entities and the creditors of Caleb Eckert's estate. Caleb Eckert has the exclusive right to exercise this general power of appointment.

We intend to create a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of Caleb Eckert's trust is not effectively appointed, our Trustee shall distribute the remaining unappointed balance to John David Eckert. If John David Eckert is deceased, the property will pass to John David Eckert's descendants, *per stirpes*. If John David Eckert has no descendants, our Trustee shall distribute the balance of the trust property as provided in Article Eleven.

(e) Distribution if Caleb Eckert Is Deceased

If Caleb Eckert dies before the establishment of his trust, our Trustee shall distribute Caleb Eckert's share to John David Eckert. If John David Eckert is deceased our Trustee shall distribute Caleb Eckert's share as provided in Article Eleven.

Section 10.06 Distribution of the Share for Samuel Eckert

Our Trustee shall administer the share set aside for Samuel Eckert in trust as provided in this Section.

(a) Distributions of Income and Principal

Our Independent Trustee may distribute to Samuel Eckert as much of the income and principal of his trust as our Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, our Trustee shall distribute to Samuel Eckert as much of the income and principal of his trust as our Trustee determines necessary or advisable for his health, education and maintenance.

Our Trustee shall add any undistributed net income to principal.

(b) Guidelines for Discretionary Distributions

In making discretionary distributions to Samuel Eckert, we desire that Samuel Eckert develops a strong work ethic, is a productive and contributing member of society, and provides for those who are dependent on him for care and support. Accordingly, our Trustee shall always consider the other known resources available to Samuel Eckert before making discretionary distributions. We desire that preservation of principal be a priority for purposes of this trust, and that Samuel Eckert show genuine need before our Trustee makes any discretionary distribution.

(c) Right to Withdraw Principal

Samuel Eckert may withdraw any portion or all of the accumulated trust income and principal from his trust.

Samuel Eckert may exercise this right by delivering written notice to our Trustee, setting forth the desired withdrawal amount. Upon receiving a notice, our Trustee shall convey and deliver the requested amount to Samuel Eckert, free of trust. Samuel Eckert's right of withdrawal is a privilege that may be exercised only by Samuel Eckert, and is not subject to the claims of any creditor or to legal process and may not be voluntarily or involuntarily alienated or encumbered. This provision does not limit the exercise of any power of appointment Samuel Eckert may have.

(d) Distribution upon the Death of Samuel Eckert

Samuel Eckert has the unlimited testamentary general power to appoint all or any portion of the principal and undistributed income remaining in his

trust at his death among one or more persons or entities and the creditors of Samuel Eckert's estate. Samuel Eckert has the exclusive right to exercise this general power of appointment.

We intend to create a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of Samuel Eckert's trust is not effectively appointed, our Trustee shall distribute the remaining unappointed balance to John David Eckert. If John David Eckert is deceased, the property will pass to John David Eckert's descendants, *per stirpes*. If John David Eckert has no descendants, our Trustee shall distribute the balance of the trust property as provided in Article Eleven.

(e) Distribution if Samuel Eckert Is Deceased

If Samuel Eckert dies before the establishment of his trust, our Trustee shall distribute Samuel Eckert's share to John David Eckert. If John David Eckert is deceased our Trustee shall distribute Samuel Eckert's share as provided in Article Eleven.

Section 10.07 Distribution of the Share for Alana Overstreet

Our Trustee shall administer the share set aside for Alana Overstreet in trust as provided in this Section.

(a) Distributions of Income and Principal

Our Independent Trustee may distribute to Alana Overstreet as much of the income and principal of her trust as our Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, our Trustee shall distribute to Alana Overstreet as much of the income and principal of her trust as our Trustee determines necessary or advisable for her health, education and maintenance.

Our Trustee shall add any undistributed net income to principal.

(b) Guidelines for Discretionary Distributions

In making discretionary distributions to Alana Overstreet, we desire to provide for her well-being and happiness. Although we request that our Trustee consider the other known resources available to Alana Overstreet before making distributions, we also request that our Trustee be liberal in making any distributions to, or for her benefit. We acknowledge that the principal of the trust established for Alana Overstreet may be exhausted in making these distributions.

(c) Right to Withdraw Principal

Alana Overstreet may withdraw any portion or all of the accumulated trust income and principal from her trust.

Alana Overstreet may exercise this right by delivering written notice to our Trustee, setting forth the desired withdrawal amount. Upon receiving

a notice, our Trustee shall convey and deliver the requested amount to Alana Overstreet, free of trust. Alana Overstreet's right of withdrawal is a privilege that may be exercised only by Alana Overstreet, and is not subject to the claims of any creditor or to legal process and may not be voluntarily or involuntarily alienated or encumbered. This provision does not limit the exercise of any power of appointment Alana Overstreet may have.

(d) Distribution upon the Death of Alana Overstreet

Alana Overstreet has the unlimited testamentary general power to appoint all or any portion of the principal and undistributed income remaining in her trust at her death among one or more persons or entities and the creditors of Alana Overstreet's estate. Alana Overstreet has the exclusive right to exercise this general power of appointment.

We intend to create a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of Alana Overstreet's trust is not effectively appointed, our Trustee shall distribute the remaining unappointed balance to Deonna C. Eckert Williams. If Deonna C. Eckert Williams is deceased, the property will pass to Deonna C. Eckert Williams's descendants, *per stirpes*. If Deonna C. Eckert Williams has no descendants, our Trustee shall distribute the balance of the trust property as provided in Article Eleven.

(e) Distribution if Alana Overstreet Is Deceased

If Alana Overstreet dies before the establishment of her trust, our Trustee shall distribute Alana Overstreet's share to Deonna C. Eckert Williams. If Deonna C. Eckert Williams is deceased the property will pass to Deonna C. Eckert Williams's descendants, *per stirpes*. If Deonna C. Eckert Williams has no descendants, our Trustee shall distribute Alana Overstreet's share as provided in Article Eleven.

Section 10.08 Distribution of the Share for Steven John Williams

Our Trustee shall administer the share set aside for Steven John Williams in trust as provided in this Section.

(a) Distributions of Income and Principal

Our Independent Trustee may distribute to Steven John Williams as much of the income and principal of his trust as our Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, our Trustee shall distribute to Steven John Williams as much of the income and principal of his trust as our Trustee determines necessary or advisable for his health, education and maintenance.

Our Trustee shall add any undistributed net income to principal.

(b) Guidelines for Discretionary Distributions

In making discretionary distributions to Steven John Williams, we desire that Steven John Williams develops a strong work ethic, is a productive and contributing member of society, and provides for those who are dependent on him for care and support. Accordingly, our Trustee shall always consider the other known resources available to Steven John Williams before making discretionary distributions. We desire that preservation of principal be a priority for purposes of this trust, and that Steven John Williams show genuine need before our Trustee makes any discretionary distribution.

(c) Right to Withdraw Principal

Steven John Williams may withdraw any portion or all of the accumulated trust income and principal from his trust.

Steven John Williams may exercise this right by delivering written notice to our Trustee, setting forth the desired withdrawal amount. Upon receiving a notice, our Trustee shall convey and deliver the requested amount to Steven John Williams, free of trust. Steven John Williams's right of withdrawal is a privilege that may be exercised only by Steven John Williams, and is not subject to the claims of any creditor or to legal process and may not be voluntarily or involuntarily alienated or encumbered. This provision does not limit the exercise of any power of appointment Steven John Williams may have.

(d) Distribution upon the Death of Steven John Williams

Steven John Williams has the unlimited testamentary general power to appoint all or any portion of the principal and undistributed income remaining in his trust at his death among one or more persons or entities and the creditors of Steven John Williams's estate. Steven John Williams has the exclusive right to exercise this general power of appointment.

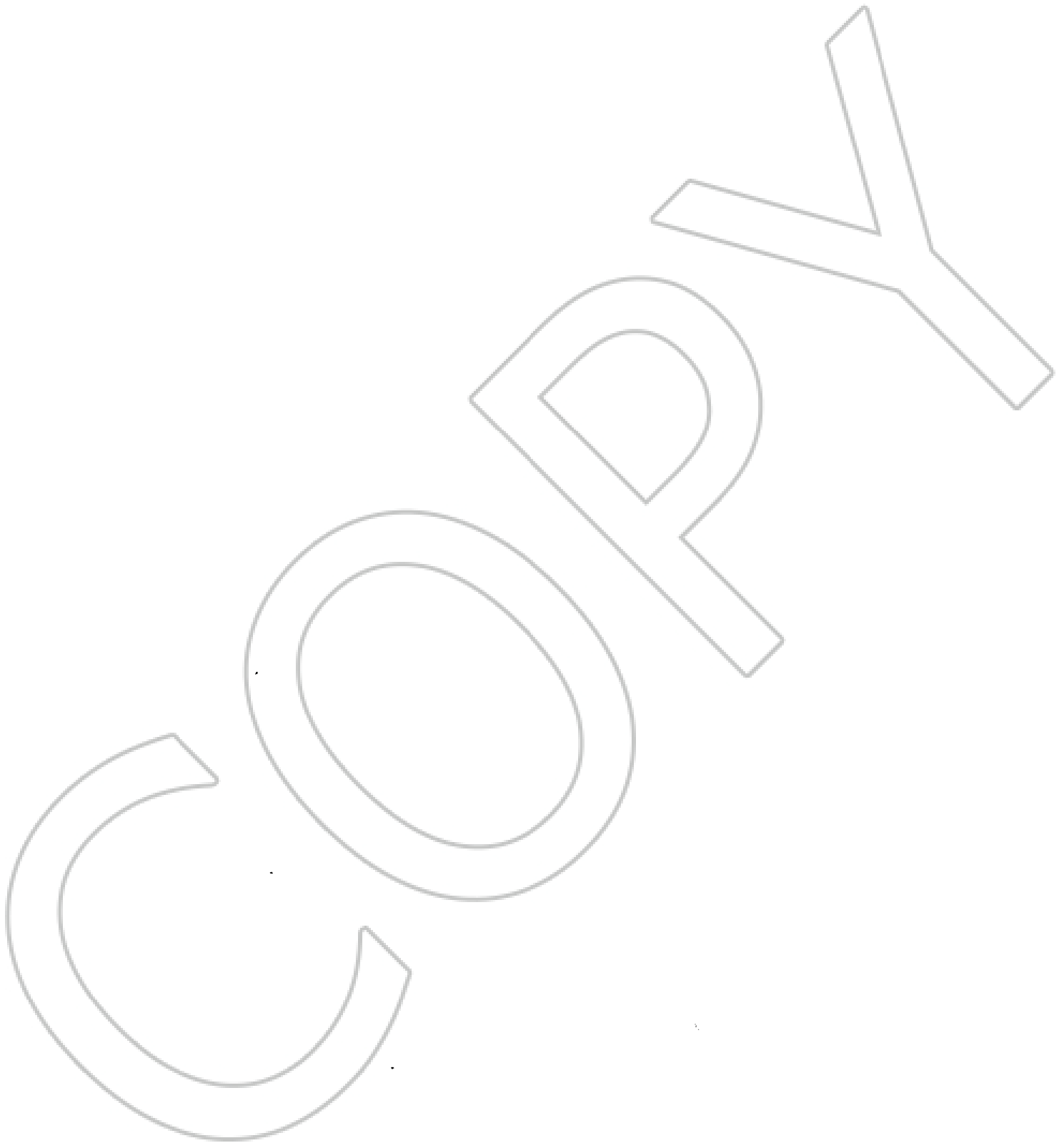
We intend to create a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of Steven John Williams's trust is not effectively appointed, our Trustee shall distribute the remaining unappointed balance to Deonna C. Eckert Williams. If Deonna C. Eckert Williams is deceased, the property will pass to Deonna C. Eckert Williams's descendants, *per stirpes*. If Deonna C. Eckert Williams has no descendants, our Trustee shall distribute the balance of the trust property as provided in Article Eleven.

(e) Distribution if Steven John Williams Is Deceased

If Steven John Williams dies before the establishment of his trust, our Trustee shall distribute Steven John Williams's share to Deonna C. Eckert Williams. If Deonna C. Eckert Williams is deceased the property will pass to Deonna C. Eckert Williams's descendants, *per stirpes*. If Deonna

C. Eckert Williams has no descendants, our Trustee shall distribute Steven John Williams's share as provided in Article Eleven.



Article Eleven

Remote Contingent Distribution

If at any time no person or entity is qualified to receive final distribution of any part of our trust estate, this portion of our trust estate must be distributed one-half to those persons who would inherit it had John E. Eckert then died intestate owning this property, and one-half to those persons who would inherit it had Carmen C. Eckert then died intestate owning this property. This distribution will be as determined and proportioned under the laws of California then in effect relating to the succession of separate property not acquired from a parent, grandparent, or predeceased spouse.



Article Twelve

Distributions to Underage and Incapacitated Beneficiaries

Section 12.01 Special Needs Trust

If under any provision of this trust our Trustee is directed to distribute to or for the benefit of any beneficiary when that person is receiving or applying for needs-based government benefits, our Trustee shall retain and administer the trust property as follows:

(a) Not a Conduit Trust

The distributions from Retirement Plans (*conduit trust provisions*) set forth in Section 13.01 do not apply to the provisions of Section 12.01.

(b) Distributions for Special Needs

In its sole, absolute, and unreviewable discretion, our Trustee may distribute discretionary amounts of net income and principal for special needs of the beneficiary not otherwise provided by governmental financial assistance and benefits, or by the providers of services.

Special needs refers to the basic requirements for maintaining the good health, safety, and welfare when, in the discretion of our Trustee, these basic requirements are not being provided by any public agency, office, or department of any state or of the United States.

Special needs will also include medical and dental expenses; annual independent checkups; clothing and equipment; programs of training, education, treatment, and rehabilitation; private residential care; transportation, including vehicle purchases; maintenance; insurance; and essential dietary needs. *Special needs* may include spending money; additional food; clothing; electronic equipment such as radio, recording and playback, television and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends.

Our Trustee will have no obligation to expend trust assets for these needs. But if our Trustee, in its sole, absolute and unreviewable discretion, decides to expend trust assets, under no circumstances should any amounts be paid to or reimbursed to the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of the beneficiary.

(c) Objective to Promote Independence of the Beneficiary

While actions are in our Trustee's sole, absolute, and unreviewable discretion, all parties to this trust should be mindful that our wish is that the beneficiary live as independently, productively, and happily as possible.

(d) Trust Assets Not to be Considered Available Resource to the Beneficiary

The purpose of the provisions of this Section 12.01 is to supplement any benefits received, or for which the beneficiary may be eligible, from various governmental assistance programs, and not to supplant any benefits of this kind. All actions of our Trustee shall be directed toward carrying out this intent, and our Trustee's discretion granted under this instrument to carry out this intent is sole, absolute, and unreviewable.

For purposes of determining the beneficiary's eligibility for any of these benefits, no part of the trust estate's principal or undistributed income will be considered available to the beneficiary for public benefit purposes. The beneficiary must not be considered to have access to the trust's principal or income, or to have ownership, right, authority, or power to convert any asset into cash for his or her own use.

Our Trustee shall hold, administer, and distribute all property allocated to this trust for the exclusive benefit of the beneficiary during his or her lifetime. All distributions from this trust share are in the sole, absolute, and unreviewable discretion of our Trustee, and the beneficiary is legally restricted from demanding trust assets for his or her support and maintenance.

In the event our Trustee is requested to release principal or income of the trust to or on behalf of the beneficiary to pay for equipment, medication, or services that any government agency is authorized to provide, or to petition a court or any other administrative agency for the release of trust principal or income for this purpose, our Trustee is authorized to deny this request and to take whatever administrative or judicial steps are necessary to continue the beneficiary's eligibility for benefits. This includes obtaining legal advice about the beneficiary's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to the beneficiary for eligibility purposes. Any expenses incurred by our Trustee in this regard, including reasonable attorney fees, will be a proper charge to the trust estate.

(e) Distribution Guidelines

Our Trustee shall be responsible for determining what discretionary distributions will be made from this trust, and may use a Care Manager in accordance with the provisions of this Section. Our Trustee may distribute discretionary amounts of income and principal to or for the benefit of the beneficiary for those special needs not otherwise provided by governmental financial assistance and benefits, or by the providers of services. Any undistributed income will be added to principal. In making distributions, our Trustee must:

consider any other known income or resources of the beneficiary that are reasonably available;

consider all entitlement benefits from any government agency, including Social Security disability payments, Medicare, Medicaid (or any state Medicaid program equivalent), Supplemental Security Income (SSI), In-Home Support Service (IHSS), and any other special purpose benefits for which the beneficiary is eligible;

consider resource and income limitations of any assistance program;

make expenditures so that the beneficiary's standard of living will be comfortable and enjoyable;

not be obligated or compelled to make specific payments;

not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by this governmental agency or reimbursement is required by the state; and

not be liable for any loss of benefits.

(f) Use of Care Manager

Our Trustee shall have the option of utilizing the services of a Care Manager to advise on how best to provide for the beneficiary's needs. The primary objective of the Care Manager will be to assist our Trustee in carrying out the intentions of this trust to ensure that the beneficiary maintains a safe living situation, receives counseling services when appropriate, and lives as independently as possible.

A Care Manager must be a professional Licensed Clinical Social Worker, Professional Conservator, or care management agency with experience in the field of assessment of conditions similar to those of the beneficiary, and familiarity with the public benefits to which the beneficiary may be entitled.

(g) Distribution Advisement

If our Trustee uses a Care Manager, the Care Manager will advise our Trustee concerning discretionary distributions to be made from the trust that are helpful and appropriate for the beneficiary's needs, including payment for medical care, counseling services, and daily support.

(h) Care Manager Account for Periodic Payments

If our Trustee uses a Care Manager, the Care Manager may establish periodic payments for part or all of the payments authorized under this trust and maintain a separate bank account for disbursement by the Care Manager. Any account must be carried in the trust's name and must have the trust's federal tax identification number. At least monthly, the Care

Manager shall provide information on receipts and disbursements from this account to our Trustee. This account must contain no more than an amount reasonably necessary for the beneficiary's needs for a period of 60 days.

Our Trustee will not be held liable for any actions of the Care Manager, unless our Trustee has actual knowledge of and consented to the Care Manager's proposed actions before the actions were actually taken. The Care Manager must not make any distributions that may cause a reduction of public benefits unless our Trustee has consented to the distribution.

(i) Annual Care Plan

If our Trustee uses a Care Manager, the Care Manager shall provide a written care plan for purposes of evaluation of the beneficiary's medical and psychosocial status to our Trustee at least annually. The care plan must include recommendations concerning resources and services beneficial to the beneficiary.

(j) Quarterly Assessments

If our Trustee uses a Care Manager, the Care Manager shall visit the beneficiary at least quarterly to assess his or her physical and emotional needs, including the appropriateness of the present placement, attendant care, access to required resources, reliability for making and keeping medical appointments, and access to socialization activities.

(k) Compensation of the Care Manager

If our Trustee uses a Care Manager, the Care Manager will be entitled to fair and reasonable compensation for the services he or she provides. The compensation amount will be for the customary and prevailing charges for services of a similar nature during the same time and in the same geographic locale.

(l) The Resignation of a Care Manager

Any Care Manager may resign by giving 30 days' written notice to our Trustee.

(m) Replacement of Care Manager

Our Trustee may terminate the Care Manager without cause and name a replacement. If a Care Manager cannot serve for any reason, our Trustee may name a replacement, who may begin to serve immediately. A successor Care Manager must also be a professional Licensed Clinical Social Worker, Professional Conservator, or care management agency with experience in the field of assessment of conditions similar to those of the beneficiary, and familiarity with the public benefits to which the beneficiary may be entitled.

(n) No Seeking of Order to Distribute

For purposes of determining the beneficiary's state Medicaid program equivalent eligibility, no part of the trust estate's principal or undistributed income may be considered available to the beneficiary. Our Trustee shall deny any request by the beneficiary to:

release trust principal or income to or on behalf of the beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or

petition a court or any other administrative agency for the release of trust principal or income for this purpose.

In its sole, absolute, and unreviewable discretion, our Trustee may take necessary administrative or legal steps to protect the beneficiary's state Medicaid program equivalent eligibility. This includes obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to the beneficiary for purposes of determining state Medicaid program equivalent eligibility. Expenses for this action, including reasonable attorney fees, will be a proper charge to the trust estate.

(o) Indemnification of Trustee When Acting in Good Faith

Our Trustee will be indemnified from the trust property for any loss or reduction of public benefits sustained by the beneficiary as a result of our Trustee exercising the authority granted to our Trustee under this Section in good faith.

(p) Termination and Distribution of the Special Needs Trust

If our Trustee, in its sole, absolute, and unreviewable discretion, determines that the beneficiary is no longer dependent on others and is able to independently support himself or herself, our Trustee shall distribute or retain the remaining property according to the other provisions of this trust as though the provisions of this Section 12.01 had not been effective.

If the other provisions of this trust do not provide for the remaining property's distribution or retention, then our Trustee shall distribute the remaining property to the beneficiary outright and free of trust.

Independently support is satisfied when the beneficiary has been gainfully employed for 33 months of the 36-month period immediately preceding the decision to terminate the trust share.

The terms *gainful employment* and *gainfully employed* mean the full-time employment that produces sufficient net income to enable the beneficiary to contribute not less than 100% of the funds (exclusive of other revenue sources) that are necessary to provide for the beneficiary's independent care, support, maintenance, and education. In its sole, absolute, and

unreviewable discretion, our Trustee shall determine whether or not the beneficiary has satisfied the condition of gainful employment.

(q) Distribution upon the Death of the Beneficiary

Upon the beneficiary's death, our Trustee shall distribute or retain the remaining property according to the other provisions of this trust as though the provisions of this Section 12.01 had not been effective. If the other provisions of this trust provide for the beneficiary's share to be held in trust, then those provisions will be interpreted as though the beneficiary died after the establishment of that trust.

If the other provisions of this trust do not provide for the distribution or retention of the remaining property, then the beneficiary will have the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at his or her death among one or more persons or entities. But the beneficiary may not exercise this limited power of appointment to appoint to himself or herself, his or her estate, his or her creditors or the creditors of his or her estate.

We intend to create a limited power of appointment and not a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of the beneficiary's trust is not effectively appointed, our Trustee shall distribute the remaining unappointed balance *per stirpes* to the beneficiary's descendants. If the beneficiary has no then-living descendants, our Trustee shall distribute the unappointed balance *per stirpes* to the then-living descendants of the beneficiary's nearest lineal ancestor who was a descendant of ours or, if there is no then-living descendant, *per stirpes* to our descendants.

If we have no then-living descendants, our Trustee shall distribute the balance of the trust property as provided in Article Eleven.

Section 12.02 Underage and Incapacitated Beneficiaries

If our Trustee is authorized or directed under any provision of this trust to distribute net income or principal to a person who has not yet reached 18 years of age or who is incapacitated as defined in Section 16.07(g), our Trustee may make the distribution by any one or more of the methods described in Section 12.03. Alternatively, our Trustee may retain the trust property in a separate trust to be administered by our Trustee under Section 12.04.

We request that before making a distribution to a beneficiary, our Trustee consider, to the extent reasonable, the ability the beneficiary has demonstrated in managing prior distributions of trust property.

Section 12.03 Methods of Distribution

Our Trustee may distribute trust property for any beneficiary's benefit, subject to the provisions of Section 12.02 in any one or more of the following methods:

Our Trustee may distribute trust property directly to the beneficiary.

Our Trustee may distribute trust property to the beneficiary's guardian, conservator, parent, other family member, or any person who has assumed the responsibility of caring for the beneficiary.

Our Trustee may distribute trust property to any person or entity, including our Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act or similar statute.

Our Trustee may distribute trust property to other persons and entities for the beneficiary's use and benefit.

Our Trustee may distribute trust property to an agent or attorney in fact authorized to act for the beneficiary under a valid durable power of attorney executed by the beneficiary before becoming incapacitated.

Section 12.04 Retention in Trust

Our Trustee may retain and administer trust property in a separate trust for any beneficiary's benefit, subject to the provisions of Section 12.02 as follows.

(a) Distribution of Net Income and Principal

Our Independent Trustee may distribute to the beneficiary as much of the net income and principal of any trust created under this Section as our Independent Trustee may determine advisable for any purpose. If there is no then-serving Independent Trustee, our Trustee shall distribute to the beneficiary as much of the net income and principal of the trust created under this Section as our Trustee determines is necessary or advisable for the beneficiary's health, education and maintenance. Any undistributed net income will be accumulated and added to principal.

(b) Right of Withdrawal

When the beneficiary whose trust is created under this Section either reaches 18 years of age or is no longer incapacitated, the beneficiary may withdraw all or any portion of the accumulated net income and principal from the trust.

(c) Distribution upon the Death of the Beneficiary

Subject to the terms of the next paragraph, the beneficiary whose trust is created under this Section may appoint all or any portion of the principal and undistributed net income remaining in the beneficiary's trust at the beneficiary's death among one or more persons or entities, and the creditors of the beneficiary's estate. The beneficiary has the exclusive right to exercise this general power of appointment.

The beneficiary may not exercise this power of appointment to appoint to the beneficiary, the beneficiary's estate, the beneficiary's creditors, or creditors of the beneficiary's estate from the *limited share* of the beneficiary's trust. For purposes of this power of appointment, the *limited*

share of the beneficiary's trust is that portion of the beneficiary's trust that has an inclusion ratio for generation-skipping transfer tax purposes of zero or that without the exercise of the power of appointment, would not constitute a taxable generation-skipping transfer at the beneficiary's death. If the generation-skipping tax does not then apply, the limited share will be the beneficiary's entire trust.

If any part of the beneficiary's trust is not effectively appointed, our Trustee shall distribute the remaining unappointed balance *per stirpes* to the beneficiary's descendants. If the beneficiary has no then-living descendants, our Trustee shall distribute the unappointed balance *per stirpes* to the then-living descendants of the beneficiary's nearest lineal ancestor who was a descendant of ours or, if there is no then-living descendant, *per stirpes* to our descendants.

If we have no then-living descendants, our Trustee shall distribute the balance of the trust property as provided in Article Eleven.

Section 12.05 Application of Article

Any decision made by our Trustee under this Article is final, controlling, and binding upon all beneficiaries subject to the provisions of this Article.

The provisions of this Article do not apply to distributions to either of us from any trust established under this trust.

Except as provided in Section 12.01, the provisions of this Article do not apply to distributions that are required to be made to a beneficiary under the provisions of Section 13.01.

Article Thirteen

Retirement Plans and Life Insurance Policies

The provisions of this Article apply to qualified retirement plans and insurance policies owned by or made payable to our trust.

Section 13.01 Retirement Plans

Notwithstanding any contrary provision in this trust, this Section's provisions apply to qualified retirement plans.

(a) Rights of Our Trustee

Subject to the provisions below pertaining to distributions from qualified retirement plans, our Trustee may exercise the right to determine the manner and timing of payments of qualified retirement plan benefits that are permitted and are consistent with the federal income tax rules regarding required minimum distributions under Internal Revenue Code Section 401(a)(9).

Our Trustee may make a qualified disclaimer of any qualified retirement benefits payable or non-qualified annuity benefits to our trust.

No beneficiary may hold our Trustee liable for any decision regarding the selection of the death benefit election or the disclaimer of any qualified retirement benefits payable to our trust.

Our Trustee may not change or designate beneficiaries under any retirement plan. Any power extended to our Trustee under the terms of a retirement plan that gives or appears to give our Trustee the power to change the identity or rights of any beneficiaries under the plan is void *ab initio*.

(b) Distributions from Retirement Plans to the Survivor's Trust

To the extent that at least part of any tax-favored retirement plan is distributed to the Survivor's Trust, our Trustee may (or must, if so requested by the surviving Trustor) cause the plan or part of the plan to be paid directly to the surviving Trustor as beneficiary, or must (if so required by the surviving Trustor) cause the plan or part of the plan to be transferred directly into another retirement plan in the surviving Trustor's name, without the intervening step of transferring it to the Survivor's Trust.

If the Survivor's Trust becomes the beneficiary of death benefits under any qualified retirement plan, each year, beginning with the year of the deceased Trustor's death, our Trustee shall withdraw at least the greater of:

the net income earned on the Survivor's Trust's share of the plan during the year; and

the minimum distribution required to be withdrawn from the Survivor's Trust's share of the plan under Internal Revenue Code Section 401(a)(9).

Our Trustee may withdraw additional amounts from the Survivor's Trust's share of the plan as our Trustee deems advisable. Our Trustee shall immediately distribute all amounts withdrawn to the surviving Trustor.

If the surviving Trustor is then deceased, our Trustee shall instead distribute the amount that would have been distributed to the surviving Trustor to the remainder beneficiary.

This Subsection's purpose is to ensure that the life expectancy of the surviving Trustor may be used to calculate the minimum distributions required by the Internal Revenue Code. This Subsection is to be interpreted consistent with this intent, despite any direction to the contrary in this trust.

Notwithstanding any other provision of this trust, our Trustee shall treat annuity and other periodic payments from any qualified retirement plans in any given year as income, to the extent the distribution represents income generated and treated as generated by any qualified retirement plan for that year. If income information is not available, then our Trustee shall apportion the annuity and other periodic payments between principal and income in an equitable and practical manner under Section 14.11.

(c) Distributions from Retirement Plans to Trusts Other Than Trusts That Qualify for the Federal Estate Tax Marital Deduction

Unless specifically stated otherwise beginning with the year of a Trustor's death, if any trust created under this instrument that does not qualify for the federal estate tax marital deduction becomes the beneficiary of death benefits under any qualified retirement plan, our Trustee shall annually withdraw from the trust's share of the plan the minimum distribution required under Internal Revenue Code Section 401(a)(9). This subsection applies to any administrative trust created under Article Five. Our Trustee may withdraw additional amounts from the trust's share of the plan as our Trustee deems advisable, but only if the dispositive terms of the trust authorize our Trustee to immediately distribute the withdrawn amount as provided in this Subsection.

Our Trustee shall immediately distribute all amounts withdrawn to:

the surviving Trustor, if a trust beneficiary;

if the surviving Trustor is not a trust beneficiary, to our descendants, *per stirpes*, who are trust beneficiaries; and

if the surviving Trustor is not a trust beneficiary and no descendant of ours is a trust beneficiary, then equally to the trust's Income Beneficiaries.

Amounts required to be withdrawn and distributed under this Subsection will reduce mandatory distribution amounts under other provisions of this trust that otherwise require distribution of all the trust's income.

This Subsection's purpose is to ensure that the trust beneficiaries' life expectancies may be used to calculate the minimum distributions required by the Internal Revenue Code. This Subsection is to be interpreted consistent with our intent, despite any direction to the contrary in this trust.

(d) Minimum Required Distribution

In administering the trust, the minimum required distribution for each qualified retirement plan for any year is the greater of:

the value of the qualified retirement plan determined as of the preceding year end, divided by the applicable distribution period; and

the amount that our Trustee is required to withdraw under the laws then applicable to the trust to avoid penalty.

If a Trustor dies before the required beginning date for a qualified retirement plan, the applicable distribution period means the beneficiary's life expectancy. If a Trustor dies on or after the required beginning date for a qualified retirement plan, the applicable distribution period means the beneficiary's life expectancy, or the deceased Trustor's remaining life expectancy, if longer.

Notwithstanding the foregoing, if a Trustor's death occurs on or after the required beginning date for a qualified retirement plan, the minimum required distribution for the year of death means:

the amount that was required to be distributed to the Trustor with respect to the qualified retirement plan during the year; minus

amounts actually distributed to the Trustor.

Life expectancy, required beginning date and other similar terms used in this Subsection, are to be determined in accordance with Internal Revenue Code Section 401(a)(9).

Section 13.02 Life Insurance Policies

The following provisions apply to life insurance policies owned by or made payable to our trust.

(a) Provisions during Our Lives

During our lives, each of us individually reserves all of the rights, powers, privileges, and options, with respect to any insurance policy, annuity, or any other third-party beneficiary contract owned by or made payable to our trust. This includes the rights to designate and change beneficiaries, to borrow money, to surrender the policy, to receive any payments as owner, and to make any available elections.

Our Trustee does not have a duty to exercise or to not exercise any rights, powers, privileges, or options with respect to any insurance policy, annuity contract, or other third-party beneficiary contract. Our Trustee does not have an obligation to pay premiums or other contractual amounts that may be payable under any policy.

(b) Provisions after Our Death

After the death of a Trustor, our Trustee may make all appropriate elections with respect to these policies and may collect all sums made payable to our trust or to our Trustee under all these policies or contracts.

Our Trustee may exercise any settlement options or other options or rights that may be available under the terms of any policy or contract. No beneficiary may hold our Trustee liable because of any election our Trustee has made with respect to any policy or contract.

Section 13.03 Liability of Payor

Persons or entities dealing in good faith with our Trustee are not required to see to the proper application of proceeds delivered to our Trustee, or to inquire into any provision of this trust.

A receipt signed by our Trustee for any proceeds or benefits paid will be a sufficient discharge to the person or entity making the payment.

Section 13.04 Collection Efforts

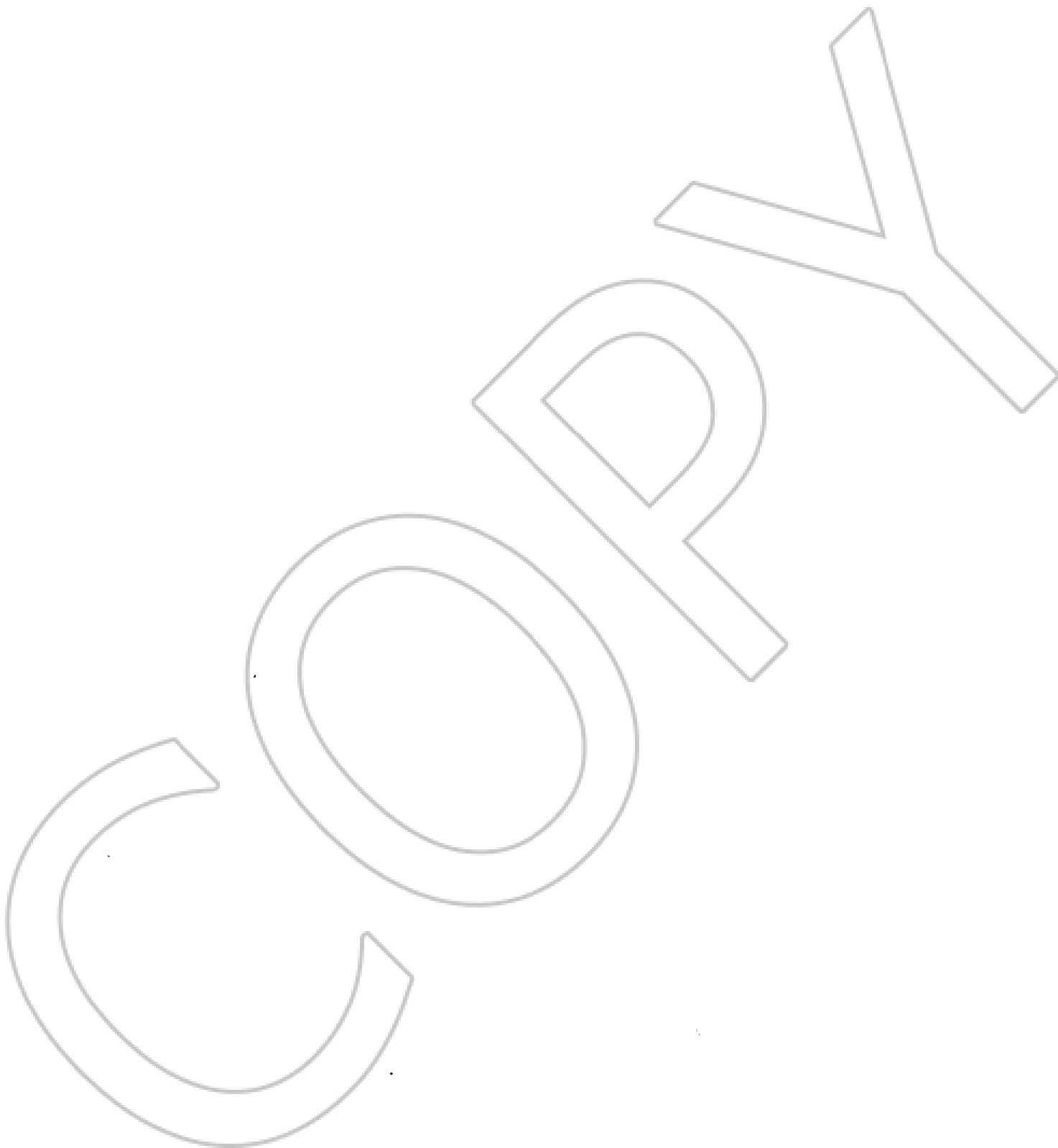
Our Trustee shall make reasonable efforts to collect all life insurance policy proceeds and qualified retirement benefits payable to our trust.

Our Trustee may commence legal or administrative proceedings to collect any life insurance policy proceeds or qualified retirement benefits to which the trust is entitled. Our Trustee need not begin these proceedings until our Trustee is satisfactorily indemnified for any expenses and liabilities our Trustee may incur in connection with the proceeding.

Our Trustee may settle any claims with respect to the collection of any life insurance proceeds or qualified retirement benefits to which our trust may be entitled. A settlement made by our Trustee is binding on all beneficiaries.

Section 13.05 No Obligation to Purchase or Maintain Benefits

Nothing in this trust imposes any obligation on either of us or on our Trustee to purchase, invest, or maintain any qualified retirement plan or life insurance policy.



Article Fourteen

Trust Administration

Section 14.01 Distributions to Beneficiaries

Whenever this trust authorizes or directs our Trustee to make a net income or principal distribution to a beneficiary, our Trustee may apply any property that otherwise could be distributed directly to the beneficiary for his or her benefit. Our Trustee is not required to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this trust.

Our Trustee may make cash distributions, in-kind distributions, or distributions partly in each, in proportions and at values determined by our Trustee. Our Trustee may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that our Trustee determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.

Our Trustee may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

Section 14.02 Beneficiary's Status

Until our Trustee receives notice of the incapacity, birth, marriage, death, or other event upon which a beneficiary's right to receive payments may depend, our Trustee will not be held liable for acting or not acting with respect to the event, or for disbursements made in good faith to persons whose interest may have been affected by the event. Unless otherwise provided in this trust, a parent or Legal Representative may act on behalf of a minor or incapacitated beneficiary.

Our Trustee may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. Our Trustee will have no independent duty to investigate the status of any beneficiary and will not incur any liability for not doing so.

Section 14.03 Mandatory Payments of a Pecuniary Amount

If any person holds the right to receive a pecuniary amount from our trust upon our death, our Trustee must either:

- satisfy the entire pecuniary amount or irrevocably set aside property to satisfy the entire pecuniary amount within 15 months of our death; or
- pay appropriate interest, as defined in Treasury Regulations Section 26.2642-2(b)(4)(ii)(B), to the person.

If our Trustee satisfies the pecuniary amount with an in-kind distribution, our Trustee will allocate assets to satisfy the pecuniary amount in a manner that fairly reflects net appreciation or depreciation in the value of the available assets, as measured from the valuation date to the payment date.

Section 14.04 No Court Proceedings

Our Trustee shall administer this trust with efficiency, with attention to the provisions of this trust, and with freedom from judicial intervention. If our Trustee or another interested party institutes a legal proceeding, the court will acquire jurisdiction only to the extent necessary for that proceeding. Any proceeding to seek instructions or a court determination may only be initiated in the court with original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination is not to be construed as subjecting this trust to the court's continuing jurisdiction.

We request that any questions or disputes that arise during the administration of this trust be resolved by mediation and, if necessary, arbitration in accordance with the Uniform Arbitration Act. Each interested party involved in the dispute, including any Trustee involved, may select an arbiter and, if necessary to establish a majority decision, these arbiters may select an additional arbiter. The decision of a majority of the arbiters selected will control with respect to the matter.

Section 14.05 No Bond

Our Trustee is not required to furnish any bond for the faithful performance of the Trustee's duties unless required by a court of competent jurisdiction, and only if the court finds that a bond is needed to protect the beneficiaries' interests. No surety will be required on any bond required by any law or court rule, unless the court specifies its necessity.

Section 14.06 Exoneration of Our Trustee

No successor Trustee is obligated to examine the accounts, records, or actions of any previous Trustee or the Personal Representative of a deceased Trustor. No successor Trustee may be held responsible for any act, omission, or forbearance by any previous Trustee or of the Personal Representative of a deceased Trustor.

Any Trustee may obtain written agreements from the beneficiaries or their Legal Representatives releasing and indemnifying the Trustee from any liability that may have arisen from the Trustee's acts, omissions, or forbearances. If acquired from all the trust's living beneficiaries or their Legal Representatives, any agreement is conclusive and binding on all parties, born or unborn, who may have or who may later acquire an interest in the trust.

Our Trustee may require a refunding agreement before making any distribution or allocation of trust income or principal, and may withhold distribution or allocation pending determination or release of a tax or other lien. This refunding agreement provision will not apply to any distribution that qualifies for the federal estate tax unlimited marital deduction or the federal estate tax charitable deduction.

Section 14.07 Limitations on Trustee Liability

We recognize that some persons or institutions may be reluctant to serve as Trustee because of a concern about potential liability. Therefore, we direct that any individual that serves as our Trustee, who is a beneficiary's parent, child, grandparent, grandchild,

parent's child, or grandparent's child, will not incur any liability by reason of any error of judgment, mistake of law, or action or inaction of any kind in connection with the administration of any trust created under this trust, unless our Trustee's decision is shown by clear and convincing evidence to have been made in bad faith.

Any individual currently serving as our Trustee, who is a beneficiary's parent, child, grandparent, grandchild, parent's child, or grandparent's child, may expend any portion of the trust assets to defend any claim brought against the Trustee, even if the Trustee's defense costs would exhaust the trust's value, unless the Trustee is shown to have acted in bad faith by clear and convincing evidence.

Any individual that formerly served as our Trustee, who is a beneficiary's parent, child, grandparent, grandchild, parent's child, or grandparent's child, is entitled to reimbursement from the trust estate for any expenses, including attorney's fees and litigation costs reasonably incurred to defend any claim brought against the Trustee even if the Trustee's defense costs would exhaust the trust's value, unless the Trustee is shown to have acted in bad faith by clear and convincing evidence.

Section 14.08 Trustee Compensation

An individual serving as Trustee, other than either of us, is entitled to fair and reasonable compensation for the services provided as a fiduciary. A corporate fiduciary serving as Trustee will be compensated by agreement between an individual serving as Trustee and the corporate fiduciary. In the absence of an individual Trustee or an agreement, a corporate fiduciary will be compensated in accordance with the corporate fiduciary's current published fee schedule.

A Trustee may charge additional fees for services provided that are beyond the ordinary scope of duties, such as fees for legal services, tax return preparation, and corporate finance or investment banking services.

In addition to receiving compensation, a Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out the Trustee's duties under this trust.

Section 14.09 Employment of Professionals

Our Trustee may appoint, employ, and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, advisors, agents, and employees to advise or assist in the performance of our Trustee's duties. Our Trustee may act on the recommendations of the persons or entities employed, with or without independent investigation.

Our Trustee may reasonably compensate an individual or entity employed to assist or advise our Trustee, regardless of any other relationship existing between the individual or entity and our Trustee.

Our Trustee may compensate providers of contracted services at the usual rate out of the trust's income or principal, as our Trustee deems advisable. Our Trustee may compensate an individual or entity employed to assist or advise our Trustee without diminishing the compensation the Trustee is entitled to under this trust. A Trustee who is a partner, stockholder, officer, director, or corporate affiliate in any entity employed to

assist or advise our Trustee may still receive the Trustee's share of the compensation paid to the entity.

Section 14.10 Exercise of Testamentary Power of Appointment

A testamentary power of appointment granted under this trust may be exercised by a will, living trust or other written instrument specifically referring to the power of appointment. The holder of a testamentary power of appointment may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and may designate the terms and conditions, whether outright or in trust. The holder of a testamentary power of appointment may grant further powers of appointment to any person to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

Our Trustee may conclusively presume that any power of appointment granted to any beneficiary of a trust created under this trust has not been exercised by the beneficiary if our Trustee has no knowledge of the existence of a will, living trust or other written instrument exercising the power within three months after the beneficiary's death.

Section 14.11 Determination of Principal and Income

The rights among beneficiaries in matters concerning principal and income are to be determined in accordance with the California Revised Uniform Principal and Income Act. If the California Revised Uniform Principal and Income Act does not contain a provision concerning a particular item, our Trustee shall determine what will be credited, charged, and apportioned between principal and income in a fair, equitable, and practical manner with respect to that item.

Notwithstanding any provision of the California Revised Uniform Principal and Income Act or California law to the contrary, our Trustee shall treat distributions from any qualified retirement account to any trust established under this trust in any given year as income to the extent the distribution represents income generated or treated as generated by any qualified retirement account for that year.

(a) Annuity and Other Periodic Payments

Annuity and other periodic payments refers to distributions made to our Trustee over a fixed number of years or during the life of one or more individuals because of services provided or property transferred to the payor in exchange for future payments. This includes payments made in money or property from the payor's general assets or from a separate fund created by the payor, including a private or commercial annuity, individual retirement annuity, pension, profit-sharing plan, stock-bonus plan, stock-ownership plan, or similar arrangement. Our Trustee shall treat annuity and other periodic payments to any trust established under this trust in any given year as income to the extent the distribution represents income generated and treated as generated by the annuity or other periodic payment for that year. If income information is not available, then our Trustee shall apportion the annuity and other periodic payments between

principal and income in a fair, equitable and practical manner under the guidelines set forth in this Section.

To the extent an annuity or other periodic payment is characterized as interest, dividend, or other item of income, or an annuity or other periodic payment is made instead of interest, dividend, or other item of income, our Trustee shall allocate the payment to income. Our Trustee shall allocate to principal the balance of the annuity or other periodic payment as well as any other payment received in the same accounting period that is not characterized as interest, dividend, or other item of income.

To the extent annuity and other periodic payments are made and no part of the payments are characterized as interest, dividend, or other item of income, our Trustee shall use the present value of the annuity and other periodic payments as finally determined for federal estate tax purposes, and the Internal Revenue Code Section 7520 rate used to determine the value for federal estate tax purposes to prepare an annuitization table to allocate the payments between income and principal.

If the amounts of annuity and other periodic payments change because of changes in the investment markets or other changes, our Trustee shall allocate the change in the amount of the payments between income and principal in a fair, equitable, and practical manner.

(b) Protection of Estate Tax Marital Deduction

If, to obtain an estate tax marital deduction for a trust established under this trust, our Trustee must allocate more of a payment to income than provided for by this Section, then our Trustee shall allocate to income the additional amount necessary to obtain the marital deduction.

Section 14.12 Trust Accounting

Except to the extent required by law, our Trustee is not required to file accountings in any jurisdiction. After the death of the first of us to die, our Trustee must provide an annual accounting to the Income Beneficiaries of any trust created under this trust unless waived by the Income Beneficiaries.

The annual accounting must include the receipts, expenditures, and distributions of income and principal and the assets on hand for the accounting period. A copy of the federal fiduciary tax return filed for a trust during the accounting will satisfy this reporting requirement.

In the absence of fraud or obvious error, assent by all Income Beneficiaries to a Trustee's accounting will make the matters disclosed in the accounting binding and conclusive upon all persons, including those living on this date and those born in the future who have or will have a vested or contingent interest in the trust property. In the case of an Income Beneficiary who is a minor or incapacitated, the beneficiary's natural guardian or Legal Representative may give the assent required under this Section.

A beneficiary may object to an accounting provided by our Trustee only by giving written notice to our Trustee within 180 days after our Trustee provides the accounting.

Any beneficiary who does not submit a timely written objection is considered to assent to the accounting.

Our Trustee must make the trust's financial records and documents available to beneficiaries at reasonable times and upon reasonable notice for inspection. Our Trustee is not required to furnish any information regarding our trust to anyone other than a beneficiary. Our Trustee may exclude any information our Trustee determines is not directly applicable to the beneficiary receiving the information.

In all events, a beneficiary's Legal Representative may receive any notices and take any action on behalf of the beneficiary as to an accounting. If any beneficiary's Legal Representative fails to object to any accounting in writing within 180 days after our Trustee provides the accounting, the beneficiary's Legal Representative will be considered to assent to the accounting.

Section 14.13 Action of Trustees and Delegation of Trustee Authority

When neither of us is serving as a Trustee, if two Trustees are eligible to act with respect to a given matter, they must agree unanimously for action to be taken unless the express terms of the Trustees' appointment provide otherwise. If more than two Trustees are eligible to act with respect to a given matter, the Trustees must agree by majority for action to be taken.

If our Trustees are unable to agree on a matter for which they have joint powers, we request that the matter be settled by mediation and then by arbitration, if necessary, in accordance with the Uniform Arbitration Act. Each of our Trustees may select an arbiter and these arbiters may select an additional arbiter, if necessary to establish a majority decision. The decision of a majority of the arbiters will control with respect to the matter.

A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee will be absolved from personal liability by registering the dissent or abstention in the trust records. After doing so, the dissenting Trustee must then act with our other Trustees in any way necessary or appropriate to effect the majority decision.

Notwithstanding the limitations set forth in this Section, unless a Trustee elects otherwise in a written instrument delivered to the other Trustees, whenever neither of us are serving as a Trustee, if two or more Trustees are then serving, any one Trustee may sign any checks, agreements, or other documents on behalf of the trust with the same effect as if all Trustees had signed. Persons dealing with the signing Trustee in good faith may rely upon the signing Trustee's authority to act on behalf of the trust without inquiry as to the other Trustees' agreement.

Subject to the limitations set forth in Section 15.23, any Trustee may, by written instrument, delegate to any other Trustee the right to exercise any power, including a discretionary power, granted to our Trustee in this trust. During the time a delegation under this Section is in effect, the Trustee to whom the delegation is made may exercise the power to the same extent as if the delegating Trustee has personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice to the Trustee to whom the power was delegated.

Section 14.14 Trustee May Disclaim or Release Any Power

Notwithstanding any provision of this trust to the contrary, any Trustee may relinquish any Trustee power in whole or in part, irrevocably or for any specified period of time, by a written instrument. The Trustee may relinquish a power personally or may relinquish the power for all subsequent Trustees.

Section 14.15 Trustee May Execute a Power of Attorney

Our Trustee may appoint any individual or entity to serve as our Trustee's agent under a power of attorney to transact any business on behalf of our trust or any other trust created under this trust.

Section 14.16 Additions to Separate Trusts

If upon the death of the survivor of us, or upon the termination of any trust created under this trust, a final distribution is to be made to a person who is the Primary Beneficiary of another trust established under this trust, and there is no specific indication whether the distribution is to be made in trust or outright, our Trustee shall make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, the distribution will be treated as though it had been an original part of the second trust.

Section 14.17 Authority to Merge or Sever Trusts

Our Trustee may merge a trust created under this trust with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and have at least one Trustee in common. Our Trustee may administer the merged trust under the provisions of the instrument governing the other trust, and this trust will no longer exist if it merges into another trust. Accordingly, in the event another trust is merged into this trust or a trust created under the provisions of this trust document, our Trustee may shorten the period during which this trust subsists to comply with Section 16.01, if necessary, to effect the merger. But if a merger does not appear feasible, our Trustee may consolidate the trusts' assets for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

Our Trustee may sever any trust on a fractional basis into two or more separate and identical trusts, or may segregate a specific amount or asset from the trust property by allocating it to a separate account or trust. The separate trusts may be funded on a *non pro rata* basis including a *non pro rata* division of the community property under California Probate Code Section 100, but the funding must be based on the assets' total fair market value on the funding date. After the segregation, income earned on a segregated amount or specific asset passes with the amount or asset segregated. Our Trustee shall hold and administer each severed trust upon terms and conditions identical to those of the original trust.

Subject to the trust's terms, our Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or trust, in making applicable tax elections and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the effective

severance date; however, the effective severance date may be retroactive to a date before our Trustee exercises the power.

Section 14.18 Authority to Terminate Trusts

Our Independent Trustee may terminate any trust created under this trust at any time, if our Independent Trustee, in its sole and absolute discretion, determines that administering a trust created under this trust is no longer economical. Once distributed, our Trustee will have no further responsibility with respect to that trust property. Our Trustee will distribute the trust property from a terminated trust in this order:

to us, if we are both then living;

if one of us is deceased, to the surviving Trustor, if the surviving Trustor is then a trust beneficiary;

if we are both deceased or the surviving Trustor is not a trust beneficiary, to the beneficiaries then entitled to mandatory distributions of the trust's net income, in the same proportions; and then

if none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of the trust's net income, in the amounts and shares our Independent Trustee determines.

Section 14.19 Discretionary Distribution to Fully Utilize Basis Increase upon Death of Beneficiary

To the extent we have permitted our Trustee to make distributions of principal to a trust beneficiary, our Independent Trustee may distribute as much of the trust's principal to the beneficiary as our Independent Trustee determines advisable so that, upon the beneficiary's death, his or her estate may utilize the basis increase allowed under Internal Revenue Code Section 1014 without causing an increase in the federal estate tax.

Before making a distribution of property under this Section, we request that our Trustee determine whether or not a good reason exists to retain the property in trust, such as whether our Trustee or the beneficiary might sell the property in the near future, as well as protection of the beneficiary from creditors, protection of the beneficiary from failed marriages, and protection of the asset for future generations. Our Trustee has no liability to any beneficiary for any action or inaction by our Trustee under this Section, if made in good faith.

Section 14.20 Merger of Corporate Fiduciary

If any corporate fiduciary acting as the Trustee under this trust is merged with or transfers substantially all of its trust assets to another corporation, or if a corporate fiduciary changes its name, the successor will automatically succeed to the trusteeship as if that successor had been originally named a Trustee. No document of acceptance of trusteeship will be required.

Section 14.21 Funeral and Other Expenses of Beneficiary

Upon the death of an Income Beneficiary, our Trustee may pay the funeral expenses, burial or cremation expenses, enforceable debts, or other expenses incurred due to the death of the beneficiary from trust property. This Section only applies to the extent the Income Beneficiary has not exercised any testamentary power of appointment granted to the beneficiary under this trust.

Our Trustee may rely upon any request by the deceased beneficiary's Legal Representative or family members for payment without verifying the validity or the amounts and without being required to see to the application of the payment. Our Trustee may make decisions under this Section without regard to any limitation on payment of expenses imposed by statute or court rule and without obtaining the approval of any court having jurisdiction over the administration of the deceased beneficiary's estate.

Section 14.22 Marital Deduction Qualification

The marital gift as described in **Article Seven** of this trust is intended to qualify for the federal estate tax marital deduction, and the provisions of this trust are to be construed to reflect this intent. To the extent that exercising a provision of this trust would disqualify the marital gift from the federal estate tax unlimited marital deduction, that provision is void.

Section 14.23 Generation-Skipping Transfer Tax Provisions

If any trust created under this trust would be partially exempt from generation-skipping transfer tax after the intended allocation of Available GST Exemption to the trust, then our Trustee may divide the partially exempt trust so that the allocation of Available GST Exemption can be made to a trust that will be entirely exempt from generation-skipping transfer tax. If our Trustee chooses to divide a trust that would otherwise be a partially exempt trust, our Trustee must create and administer the separate trusts as provided in this Section.

(a) Division into Exempt and Non-Exempt Trusts

Our Trustee shall divide the property of the otherwise partially-exempt trust into two separate trusts, the *exempt trust* and the *nonexempt trust*. The exempt trust will consist of the largest fractional share of the otherwise partially exempt trust's total assets that will permit the exempt trust to be entirely exempt from generation-skipping transfer tax. The *nonexempt trust* will consist of the balance of the otherwise partially exempt trust's total assets.

To compute the fractional share, our Trustee will use asset values as finally determined for federal estate tax purposes. Our Trustee must then apply the fraction to the assets at their actual value on the effective date or dates of distribution so that the actual value of the fractional share resulting from the application of the fraction will include fluctuations in the trust property's value. We request that our Trustee allocate the value of any Roth IRAs payable to our trust to the exempt trust to the extent possible.

(b) Administration of the Trusts

Our Trustee shall administer the exempt and nonexempt trusts created under this Section as separate and independent trusts, but under the same terms as the original trust. To the extent possible, our Trustee should make distributions to a non-skip person as defined by Internal Revenue Code Section 2613 from the nonexempt trust and distributions to a skip person as defined by Section 2613 from an exempt trust. Our Trustee may designate names for the exempt and nonexempt trusts.

If an exempt trust and a nonexempt trust are further divided under the terms of this trust, our Trustee may allocate property from the exempt trust first to the trust from which a generation-skipping transfer is more likely to occur.

(c) Expression of Our Intent

Our intent is to minimize the application of the generation-skipping transfer tax to the trust property, but not to affect the total amount of trust property to which any beneficiary may be entitled under this trust. This trust must be construed and interpreted to give effect to this intent.

(d) Additions of Property to Exempt and Non-Exempt Trusts

If at any time any property that has an inclusion ratio greater than zero for generation-skipping transfer tax purposes would be added to a trust with property that has an inclusion ratio of zero, then our Trustee will instead hold the property in a separate trust on the same terms and conditions as the original trust.

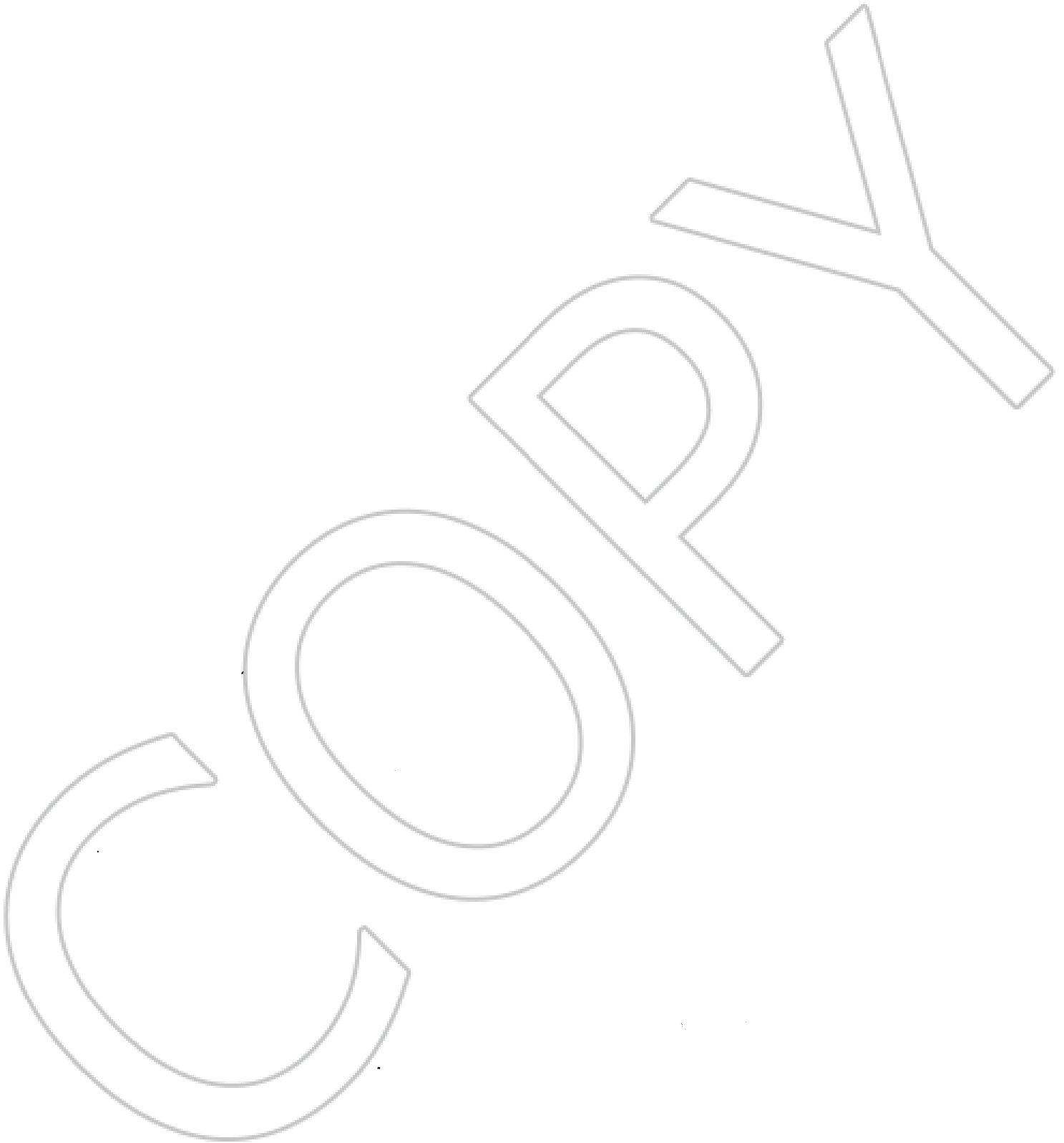
(e) Re-Allocation

If our Trustee's determination of whether a trust in this trust is partially, entirely, or not exempt from GST taxes is later incorrect (for example, if the Congress by law or the Service by regulation or ruling applies the generation-skipping transfer tax retroactively to the trust), our Trustee may re-allocate the assets as of the initial division date, as provided in this Section.

Section 14.24 Independent Trustee May Confer Testamentary Power of Appointment

During the Primary Beneficiary's lifetime, our Independent Trustee may grant the Primary Beneficiary a testamentary power to appoint all or part of the Primary Beneficiary's trust or trust share to the creditors of the Primary Beneficiary's estate. Our Independent Trustee may require that the Primary Beneficiary obtain the consent of our Independent Trustee granting the power, as a condition for the exercise of the power. Any testamentary power of appointment granted by our Independent Trustee may only be exercised personally by the beneficiary, must be exercised in writing and may be revoked at any time during the lifetime of the Primary Beneficiary to whom the power was given. We suggest that our Independent Trustee exercise this authority to subject trust property

to estate tax instead of the generation-skipping transfer tax or when it may reduce overall taxes.



Article Fifteen

Our Trustee's Powers

Section 15.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this trust, our Trustee may exercise the powers granted by this trust without prior approval from any court, including those powers set forth under the laws of the State of California or any other jurisdiction whose law applies to this trust. The powers set forth in the Probate Code are specifically incorporated into this trust.

Our Trustee shall exercise the Trustee powers in the manner our Trustee determines to be in the beneficiaries' best interests. Our Trustee must not exercise any power inconsistent with the beneficiaries' right to the enjoyment of the trust property in accordance with the general principles of trust law.

Our Trustee may have duties and responsibilities in addition to those described in this trust. We encourage any individual or corporate fiduciary serving as Trustee to obtain appropriate legal advice if our Trustee has any questions concerning the duties and responsibilities as Trustee.

Section 15.02 Execution of Documents by Our Trustee

Our Trustee may execute and deliver any written instruments that our Trustee considers necessary to carry out any powers granted in this trust.

Section 15.03 Investment Powers in General

Our Trustee may invest in any type of investment that our Trustee determines is consistent with the investment goals of the trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the overall investment portfolio of the trust.

Without limiting our Trustee's investment authority in any way, we request that our Trustee exercise reasonable care and skill in selecting and retaining trust investments. We also request that our Trustee take into account the following factors in choosing investments:

- the potential return from the investment, both in income and appreciation;
- the potential income tax consequences of the investment;
- the investment's potential for volatility; and
- the role the investment will play in the trust's portfolio.

We request that our Trustee also consider the possible effects of inflation or deflation, changes in global and US economic conditions, transaction expenses, and the trust's need for liquidity while arranging the trust's investment portfolio.

Our Trustee may delegate his or her discretion to manage trust investments to any registered investment advisor or corporate fiduciary.

Section 15.04 Banking Powers

Our Trustee may establish any type of bank account in any banking institutions that our Trustee chooses. If our Trustee makes frequent disbursements from an account, the account does not need to be interest bearing. Our Trustee may authorize withdrawals from an account in any manner.

Our Trustee may open accounts in the name of our Trustee, with or without disclosing fiduciary capacity, and may open accounts in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the account's fiduciary nature or refer to any trust or Trustee.

Section 15.05 Business Powers

If the trust owns or acquires an interest in a business entity, whether as a shareholder, partner, general partner, sole proprietor, member, participant in a joint venture, or otherwise, our Trustee may exercise the powers and authority provided for in this Section. The powers granted in this Section are in addition to all other powers granted to our Trustee in this trust.

Our Trustee may act personally and independently with any business entity in which the trust has an interest, separate from any duties owed to the trust as our Trustee. This includes serving and receiving compensation for services as an officer, director, general partner, manager, or any other capacity for the business entity. The compensation our Trustee receives from this entity will not affect the compensation our Trustee may be entitled to for serving as our Trustee. Our Trustee may exercise any voting power for any matter, whether the voting power is held as our Trustee or independently as a stockholder, officer, director, general partner, member, manager, or other capacity of the business entity. Our Trustee may independently own, purchase, and sell an interest in a business entity owned by the trust. Any sale of a nonpublicly traded business interest between our Trustee and the trust must be approved and effected by an Independent Special Trustee.

If any trust created under this trust is funded with subchapter S stock, our Trustee may either elect to qualify the trust as a Qualified Subchapter S Trust (QSST) under Internal Revenue Code Section 1361(d)(3) or as an Electing Small Business Trust under Section 1361(e)(1) to administer the trust in accordance with the requirements of the corresponding Section.

Section 15.06 Contract Powers

Our Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that our Trustee deems advisable. Our Trustee may grant options of any duration for any sales, exchanges, or transfers of trust property.

Our Trustee may enter into contracts, and may deliver deeds or other instruments, that our Trustee considers appropriate.

Section 15.07 Common Investments

For purposes of convenience with regard to the trust property's administration and investment, our Trustee may invest part or all of the trust property jointly with property of other trusts for which our Trustee is also serving as a Trustee. A corporate fiduciary acting as our Trustee may use common funds for investment. When trust property is managed and invested in this manner, our Trustee will maintain records that sufficiently identify this trust's portion of the jointly invested assets.

Section 15.08 Environmental Powers

Our Trustee may inspect trust property to determine compliance with or to respond to any environmental law affecting the property. For purposes of this trust *environmental law* means any federal, state, or local law, rule, regulation, or ordinance protecting the environment or human health.

Our Trustee may refuse to accept property if our Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to any Trustee.

Our Trustee may use trust property to:

- conduct environmental assessments, audits, or site monitoring;
- take remedial action to contain, clean up, or remove any hazardous substance including a spill, discharge, or contamination;
- institute, contest, or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance;
- comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement, or cleanup of any hazardous substance; and
- employ agents, consultants, and legal counsel to assist our Trustee in these actions.

Our Trustee is not liable for any loss or reduction in value sustained by the trust as a result of our Trustee's decision to retain property on which hazardous materials or substances requiring remedial action are discovered, unless our Trustee contributed to that loss through willful misconduct or gross negligence.

Our Trustee is not liable to any beneficiary or to any other party for any decrease in the value of property as a result of our Trustee's actions to comply with any environmental law, including any reporting requirement.

Our Trustee may release, relinquish, or disclaim any power held by our Trustee that our Trustee determines may cause our Trustee to incur individual liability under any environmental law.

Section 15.09 Farming and Ranching Operations

If the trust owns or acquires an interest in a farm, ranch, or other agricultural property or business, our Trustee may exercise the authority and discretion provided in this Section. The powers granted in this Section are in addition to all other powers granted to our Trustee in this trust.

(a) Authority to Operate the Farm or Ranch

Notwithstanding any duty to diversify imposed by state law, our Trustee may retain and continue to operate a farm or ranch, even though the interest may constitute all or a substantial portion of the trust property.

Our Trustee may take part in farm or ranch management, or hire a farm manager or a professional farm management service. Our Trustee may delegate any of the powers authorized by this Section to a hired farm manager or professional farm management service.

Our Trustee may purchase, sell, hold, manage, operate, lease, improve, and maintain the farm or ranch and any of its interests, and in general deal with all things necessary for operation as our Trustee deems advisable.

Our Trustee may buy, sell, and raise livestock; plant, cultivate, harvest, and sell cash crops; produce timber or forest products for sale; or lease or rent all or part of the farm or ranch for cash or a crop share.

Our Trustee may contract with hired labor, tenants, or sharecroppers.

Our Trustee may construct, repair, and improve farm buildings, fences, and other farm or ranch structures, including drainage facilities, wells, ponds, and lagoons. Our Trustee may participate in cooperative agreements concerning water and ditch rights.

Our Trustee may purchase or rent any kind of farm machinery, equipment, feed, and seed necessary to operate the farm or ranch.

Our Trustee may use approved soil conservation practices in order to conserve, improve, and maintain the soil's productivity. Our Trustee may engage in timber or forest conservation practices.

Our Trustee may engage in any farm program sponsored by any federal, state, or local governmental agency.

(b) Business Liabilities

If any tort or contract liability arises in connection with the farm or ranch, and if the trust is liable, our Trustee will first satisfy the liability from the assets of the farm or ranch, and only then from other property.

(c) Trustee Compensation

In addition to the compensation set forth in Section 14.08, our Trustee may receive additional reasonable compensation for services in connection with the operation of a farm or ranch. Our Trustee may receive this compensation directly from the farm or ranch, the trust, or both.

(d) Conflicts of Interest

Our Trustee may exercise all of the powers granted in this trust, even though our Trustee may be involved with or have a personal interest in the farm or ranch.

Section 15.10 Insurance Powers

Our Trustee may purchase, accept, hold, and deal with as owner, insurance policies on either or both of our lives, any beneficiary's life, or any person's life in whom any beneficiary has an insurable interest.

Our Trustee may purchase disability, medical, liability, longterm health care and other insurance on behalf of and for the benefit of any beneficiary. Our Trustee may purchase annuities and similar investments for any beneficiary.

Our Trustee may execute or cancel any automatic premium loan agreement with respect to any policy, and may elect or cancel any automatic premium loan provision in a life insurance policy. Our Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. Our Trustee may assign the policy as security for the loan.

Our Trustee may exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy to reduce the amount of a policy, to convert or exchange the policy, or to surrender a policy at any time for its cash value.

Our Trustee may elect any paid-up insurance or extended-term insurance nonforfeiture option contained in a policy.

Our Trustee may sell any policy at its fair market value to anyone having an insurable interest in the policy, including the insured.

Our Trustee may exercise any other right, option, or benefit contained in a policy or permitted by the issuing insurance company.

Upon termination of the trust, our Trustee may transfer and assign the policies held by the trust as a distribution of trust property.

Section 15.11 Loans and Borrowing Powers

Our Trustee may make loans to any person including a beneficiary, as well as an entity, trust, or estate, for any term or payable on demand, and secured or unsecured.

Our Trustee may encumber any trust property by mortgages, pledges, or otherwise, and may negotiate, refinance, or enter into any mortgage or other secured or unsecured financial arrangement, whether as a mortgagee or mortgagor. The term may extend beyond the trust's termination and beyond the period required for an interest created under this trust to vest in order to be valid under the rule against perpetuities.

Our Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by either or both of us or by any Trustee, and may release or foreclose on any mortgage or security interest payable to either or both of us or to the trust.

Our Trustee may borrow money at interest rates and on other terms that our Trustee deems advisable from any person, institution, or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

Our Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. Our Trustee may accept deeds instead of foreclosing.

Section 15.12 Nominee Powers

Our Trustee may hold real estate, securities, and any other property in the name of a nominee or in any other form, without disclosing the existence of any trust or fiduciary capacity.

Section 15.13 Oil, Gas and Mineral Interests

Our Trustee may acquire, maintain, develop, and exploit, either alone or jointly with others, any oil, gas, coal, mineral, or other natural resource rights or interests.

Our Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell, and exchange any of those rights and interests on terms and for a price that our Trustee deems advisable.

Our Trustee may execute leases, pooling, unitization, and other types of agreements in connection with oil, gas, coal, mineral, and other natural resource rights and interests, even though the terms of those arrangements may extend beyond the trust's termination.

Our Trustee may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it considers proper.

Our Trustee may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the trust's principal and income.

Section 15.14 Payment of Property Taxes and Expenses

Except as otherwise provided in this trust, our Trustee may pay any property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments will be a charge against the trust property and will be paid by our Trustee out of income. If the income is insufficient, then our Trustee may make any payments of property taxes or expenses out of the trust property's principal. Our Trustee's determination with respect to this payment will be conclusive on the beneficiaries.

Section 15.15 Professional Practice

If the trust owns or acquires an interest in a professional practice as defined in this Section, our Trustee may exercise the authority and discretion under this Section. The powers granted in this Section are in addition to all other powers granted to our Trustee in this trust.

(a) Definition of Professional Practice

For purposes of this Article, the term *professional practice* means an interest in a medical, dental, legal, veterinary, accounting, architectural, engineering, or other professional practice in which John E. Eckert participates as a licensed person. The term includes John E. Eckert's interest in any corporation, partnership, sole proprietorship, limited liability company, joint venture, or other entity that is engaged in providing the kind of professional services that John E. Eckert is licensed to practice.

Any reference to professional practice also includes all real estate, equipment, furnishings, receivables, client or patient records, office records, and vehicles, but does not include any interest in any retirement plan that is sponsored by the professional practice.

(b) Sale of the Practice

Following the death of John E. Eckert or in the event of John E. Eckert's permanent disability, we prefer that our Trustee sell any interest in a professional practice owned by the trust as quickly as practicable in order to protect the value of the practice. Our Trustee may sell John E. Eckert's interest in the professional practice on terms our Trustee considers appropriate.

In order to consummate the sale as quickly as practicable, our incoming Trustee may negotiate with potential buyers before formally serving as Trustee, but the sale may not be concluded until our Trustee is formally serving.

(c) Appointment of Independent Special Trustee

Pending a sale of the professional practice, our Trustee may appoint an Independent Special Trustee licensed under the laws that regulate the professional practice. Our Trustee may delegate to the Independent Special Trustee the authority to manage, operate, or to wind up the practice in the manner required by law.

(d) Client or Patient Records

Our Trustee is forbidden from reading or reviewing client or patient records and files of the professional practice if doing so would violate John E. Eckert's professional obligation to the client or patient. Our Trustee may employ another licensed professional or professional assistant to read and review client or patient records for any appropriate purpose. Our Trustee will ensure that the review is conducted consistent with the best ethical practices of John E. Eckert's profession, safeguarding confidentiality and avoiding conflicts of interest.

(e) Trustee Compensation

In addition to the compensation set forth in Section 14.08, our Trustee may receive additional reasonable compensation for services in connection

with the operation, sale, or winding up of the professional practice. Our Trustee may be compensated directly from the professional practice, the trust, or both.

(f) Conflicts of Interest

Any Trustee, including any Independent Special Trustee, may exercise all of the powers granted in this trust, even though the Trustee may be involved with or have a personal interest in the professional practice.

Section 15.16 Purchase of Assets from and Loans to a Deceased Trustor's Probate Estate

Upon the death of a Trustor, our Trustee may purchase at fair market value and retain in the form received any property that is a part of the deceased Trustor's probate or trust estate as an addition to the trust. In addition, our Trustee may make secured and unsecured loans to the deceased Trustor's probate or trust estate. Our Trustee may not be held liable for any loss suffered by the trust because of the exercise of the powers granted in this Section.

Our Trustee may not use any trust property for the benefit of the deceased Trustor's estate as defined in Code of Federal Regulations Title 26 Section 20.2042-1(b), unless the property is included in the deceased Trustor's gross estate for federal estate tax purposes.

Section 15.17 Qualified Real Property Valuation

Our Independent Trustee has the power to amend the terms of a trust holding *qualified real property* as defined in Internal Revenue Code Section 2032A, in order to permit the qualified real property to qualify for special use valuation permitted under Section 2032A, even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

Section 15.18 Real Estate Powers

Our Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in the manner and on the terms and conditions as our Trustee deems appropriate.

Our Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements to, and abandon any real property.

Our Trustee may manage real estate in any manner considered best, and may exercise all other real estate powers necessary to effect this purpose.

Our Trustee may enter into contracts to sell real estate. Our Trustee may enter into leases and grant options to lease trust property, even though the term of the agreement extends beyond the termination of any trusts established under this trust and beyond the period that is required for an interest created under this trust to vest in order to be valid under the rule against perpetuities. Our Trustee may enter into any contracts, covenants, and warranty agreements that our Trustee deems appropriate.

Section 15.19 Residences and Tangible Personal Property

Our Trustee may acquire, maintain, and invest in any residence for the beneficiaries' use and benefit, whether or not the residence is income producing and without regard to the proportion that the residence's value may bear to the trust property's total value, even if retaining the residence involves financial risks that Trustees would not ordinarily incur. Our Trustee may pay or make arrangements for others to pay all carrying costs of any residence for the beneficiaries' use and benefit, including taxes, assessments, insurance, maintenance, and other related expenses.

Our Trustee may acquire, maintain, and invest in articles of tangible personal property, whether or not the property produces income. Our Trustee may pay for the repair and maintenance of the property.

Our Trustee is not required to convert the property referred to in this Section to income-producing property, except as required by other provisions of this trust.

Our Trustee may permit any Income Beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that our Trustee determines, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

Our Trustee is not liable for any depreciation or loss resulting from any decision to retain or acquire any property as authorized by this Section.

Section 15.20 Digital Assets

Our Trustee has the authority to access, modify, control, archive, transfer, and delete our digital assets.

Digital assets include our sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

Our digital assets may be stored on the cloud or on our own digital devices. Our Trustee may access, use, and control our digital devices in order to access, modify, control, archive, transfer, and delete our digital assets—this power is essential for access to our digital assets that are only accessible through our digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

Section 15.21 Retention and Abandonment of Trust Property

Our Trustee may retain any property constituting the trust at the time of its creation, at the time of the death of a Trustor, or as the result of the exercise of a stock option, without liability for depreciation or loss resulting from retention. Our Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that

retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

Our Trustee may hold property that is not income producing or is otherwise nonproductive if holding the property is in the best interests of the beneficiaries in the sole and absolute discretion of our Trustee. On the other hand, our Trustee will invest contributions of cash and cash equivalents as soon as reasonably practicable after the assets have been acquired by the trust.

Our Trustee may retain a reasonable amount in cash or money market accounts to pay anticipated expenses and other costs, and to provide for anticipated distributions to or for the benefit of a beneficiary.

Our Trustee may abandon any property that our Trustee considers of insignificant value.

Section 15.22 Settlement Powers

Our Trustee may settle any claims and demands in favor of or against the trust by compromise, adjustment, arbitration, or other means. Our Trustee may release or abandon any claim in favor of the trust.

Section 15.23 Limitation on Our Trustee's Powers

All powers granted to Trustees under this trust or by applicable law are limited as set forth in this Section, unless explicitly excluded by reference to this Section. The limitations set forth in this Section do not apply to either of us while we are both alive, and do not apply if either of us is serving as Trustee of the Survivor's Trust.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may only make discretionary decisions when they pertain to a beneficiary's health, education, maintenance, or support as described under Internal Revenue Code Sections 2041 and 2514.

(b) No Distributions in Discharge of Certain Legal Obligations

Our Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of our Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

(c) Insurance Policy on the Life of Our Trustee

If the trust holds a policy that insures the life of a Trustee, that Trustee may not exercise any powers or rights with respect to the policy. Instead,

a Co-Trustee or an Independent Special Trustee must exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current Income Beneficiaries (excluding the insured Trustee if he or she is a beneficiary) will select the Independent Special Trustee.

(d) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures a beneficiary's life, the beneficiary, individually or as Trustee, may not exercise any power over the policy, its cash value, or its proceeds. This denial of power is intended to prevent an insured beneficiary from holding any power that would constitute an incident of ownership of the policy.

In addition, no distribution of income or principal to the insured beneficiary may be satisfied out of the policy's proceeds, cash value, or other economic benefit of the policy.

The limitations of this Subsection do not apply if, upon the beneficiary's death, the policy's proceeds would otherwise be included in the beneficiary's gross estate for federal estate tax purposes.

Article Sixteen

General Provisions

Section 16.01 Maximum Term for Trusts

Notwithstanding any contrary provisions or unless terminated earlier under other provisions of this trust, each trust created under this trust document will terminate 21 years after the death of the last to die of the descendants of our paternal and maternal grandparents who are living at the time of the first of us to die.

At that time, the remaining trust property will vest in and be distributed to the persons entitled to receive mandatory distributions of the trust's net income, in the same proportions. If no beneficiary is entitled to mandatory distributions of net income, the remaining trust property will vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of the trust's net income, in equal shares *per stirpes*.

Section 16.02 Spendthrift Provision

No beneficiary may assign, anticipate, encumber, alienate, or otherwise voluntarily transfer the income or principal of any trust created under this trust. In addition, neither the income nor the principal of any trust created under this trust is subject to attachment, bankruptcy proceedings or any other legal process, the interference or control of creditors or others, or any involuntary transfer.

This Section does not restrict a beneficiary's right to disclaim any interest or exercise of any power of appointment granted in this trust.

Section 16.03 Contest Provision

The right of a beneficiary to take any interest given to him or her under this trust or any trust created under this trust instrument will be determined as if the beneficiary predeceased the last of us to die without leaving any surviving descendants if that beneficiary, alone or in conjunction with any other person, engages in any of these actions:

contests by a claim of undue influence, fraud, menace, duress, or lack of testamentary capacity, or otherwise objects in any court to the validity of this trust, any trust created under the terms of this instrument, either of our Wills, or any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension, profit-sharing plan, or insurance policy signed by either of us, (collectively referred to in this Section as *Document* or *Documents*) or any amendments or codicils to any Document;

seeks to obtain adjudication in any court proceeding that a Document or any of its provisions is void, or otherwise seeks to void, nullify, or set aside a Document or any of its provisions;

files suit on a creditor's claim filed in a probate of the estate of either Trustor, against the trust estate, or any other Document, after rejection or lack of action by the respective fiduciary;

files a petition or other pleading to change the character (community, separate, joint tenancy, partnership, domestic partnership, real or personal, tangible or intangible) of property already characterized by a Document;

files a petition to impose a constructive trust or resulting trust on any assets of the trust estate; or

participates in any of the above actions in a manner adverse to the trust estate, such as conspiring with or assisting any person who takes any of these actions.

Our Trustee may defend any violation of this Section at the expense of the trust estate. A *contest* includes any action described above in an arbitration proceeding, but does not include any action described above solely in a mediation not preceded by a filing of a contest with a court.

But during any period in which the laws of the State of California govern the applicability or validity of this provision, California Probate Code Section 21311 will apply, and our Trustee may only enforce this provision against any of these types of contests:

a direct contest brought by any beneficiary without probable cause;

a pleading by any beneficiary to challenge a property transfer on the grounds that the transferor did not own the property at the transfer time; and

any filing of a creditor's claim or prosecution of any action based on the filing of a claim of this kind.

The terms *direct contest*, and *pleading* have the same meanings as set forth in California Probate Code Section 21310. This trust and any trusts created in this instrument are *protected instruments* as provided in California Probate Code Section 21310(e).

Section 16.04 Survivorship Presumption

If we die under circumstances in which the order of our deaths cannot be established, each of us will be considered to have predeceased the other and each Trustor's interest in any community property of our trust, and each Trustor's separate trust property will be administered as provided in Section 8.09 for administering the remaining property in the Survivor's Trust upon death of the surviving Trustor.

If any other beneficiary is living at the death of a Trustor, but dies within 7 days after the Trustor's death, then the beneficiary will be considered to have predeceased the Trustor for purposes of this trust.

Section 16.05 Divorce or Annulment

If our marriage ends by divorce or annulment, each of us will be considered to have predeceased the other for purposes of this trust, so that our respective property interests are not used for the benefit of the other.

Section 16.06 Changing the Governing Law and Situs of Administration

At any time, our Trustee may change the governing law of the trust; change the situs of the administration of the trust; and remove all or any part of the property from one jurisdiction to another. Our Trustee may elect, by filing an instrument with the trust records, that the trust will then be construed, regulated, and governed by the new jurisdiction's laws. Our Trustee may take action under this Section for any purpose our Trustee considers appropriate, including the minimization of any taxes in respect of the trust or any trust beneficiary.

If considered necessary or advisable by our Trustee, our Trustee may appoint an Independent Trustee to serve as Trustee in the new situs.

If necessary and if our Trustee does not appoint an Independent Trustee within 30 days of our Trustee's action to change the governing law or situs of the trust, the beneficiaries entitled to receive distributions of the trust's net income may appoint a corporate fiduciary in the new situs by majority consent. If a beneficiary is a minor or is incapacitated, the beneficiary's parent or Legal Representative may act on the beneficiary's behalf.

Section 16.07 Definitions

For purposes of this trust, the following terms have these meanings:

(a) Adopted and Afterborn Persons

A person in any generation who is legally adopted before reaching 18 years of age and his or her descendants, including adopted descendants, have the same rights and will be treated in the same manner under this trust as natural children of the adopting parent. A person is considered legally adopted if the adoption was legal at the time when and in the jurisdiction in which it occurred.

A fetus *in utero* later born alive will be considered a person in being during the period of gestation.

(b) Available GST Exemption

The deceased Trustor's *Available GST Exemption* means the GST exemption provided in Internal Revenue Code Section 2631 in effect at the deceased Trustor's death; reduced by the aggregate of:

any amount of GST exemption allocated to the deceased Trustor's lifetime transfers, including those allocations made at the time of the deceased Trustor's death by the deceased Trustor's Personal Representative, by the deceased Trustor's Trustee, or by operation of law; and

any amount allocated to direct-skip persons as defined in Internal Revenue Code Section 2612(c)(1) that does not qualify for an exclusion from the generation-skipping transfer tax occurring at the deceased Trustor's death to or for the benefit of the deceased Trustor's descendants.

At the time of the deceased Trustor's death, if the deceased Trustor has made a lifetime transfer to a trust with an inclusion ratio of greater than zero but have not filed a gift tax return and the due date for the gift tax return has not yet passed, the deceased Trustor's Available GST Exemption will also be reduced so that the trust inclusion ratio is zero, in order to exempt the transfer from generation-skipping transfer tax.

(c) Descendants

The term *descendants* means persons who directly descend from a person, such as children, grandchildren, or great-grandchildren. The term *descendants* does not include collateral descendants, such as nieces and nephews.

(d) Distribution Trustee

The term *Distribution Trustee* refers to a person or a corporate fiduciary that is qualified to serve as an Independent Trustee and is appointed as Distribution Trustee in one or more trusts under this trust. A Distribution Trustee's authority is limited to participating in specifically assigned discretionary distributions and includes no other powers or responsibilities.

(e) Education

The term *education* is intended to be an ascertainable standard under Internal Revenue Code Sections 2041 and 2514 and includes:

enrollment at private elementary, junior, and senior high school, including boarding school;

undergraduate and graduate study in any field at a college or university;

specialized, vocational, or professional training or instruction at any institution, as well as private instruction; and

any other curriculum or activity that our Trustee considers useful for developing a beneficiary's abilities and interests including athletic training, musical instruction, theatrical training, the arts, and travel.

The term *education* also includes expenses such as tuition, room and board, fees, books, supplies, computers and other equipment, tutoring, transportation, and a reasonable allowance for living expenses.

(f) Good Faith

For the purposes of this trust, a Trustee has acted in good faith if:

an action or inaction is not a result of intentional wrongdoing;

the Trustee did not make the decision to act or not act with reckless indifference to the beneficiaries' interests; and

an action or inaction does not result in an improper personal benefit to the Trustee.

Further, all parties subject to the provisions of this trust will treat any action or inaction made in reliance on information, consent, or directions received from the Personal Representative of each of our estates as made in good faith for the purposes of this Section, except for cases of willful misconduct or malfeasance on the Trustee's part.

(g) Incapacity

Except as otherwise provided in this trust, a person is considered incapacitated in any of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual is considered to be incapacitated whenever two licensed physicians give the opinion that the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age; illness; use of prescription medications, drugs, or other substances; or any other cause. If an individual whose capacity is in question refuses to provide necessary documentation or otherwise submit to examination by licensed physicians, that individual will be considered incapacitated.

An individual is considered restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual is considered incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent, or legally incapacitated.

(3) Detention, Disappearance, or Absence

An individual is considered to be incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance, absence, or detention under duress may be established by an affidavit of our Trustee, or by the affidavit of any beneficiary if no Trustee is then serving. The affidavit must describe the circumstances of the individual's disappearance, absence, or detention, and

may be relied upon by any third party dealing in good faith with our Trustee.

(h) Include, Includes, Including

In this document, the words include, includes, and including mean include without limitation, includes without limitation and including without limitation, respectively. Include, includes, and including are words of illustration and enlargement, not words of limitation or exclusivity.

(i) Income Beneficiary

The term *Income Beneficiary* means any beneficiary who is then entitled to receive distributions of the trust's net income, whether mandatory or discretionary.

Unless otherwise provided in this trust, the phrase *majority of the Income Beneficiaries* means any combination of Income Beneficiaries who would receive more than 50% of the accrued net income if that income were distributed on the day of a vote. For purposes of this calculation, beneficiaries who are eligible to receive discretionary distributions of net income receive the imputed income in equal shares.

References to a *majority* refer to a majority of the entire trust collectively until our Trustee allocates property to separate trusts or trust shares. After our Trustee allocates property to separate trusts or trust shares, references to a *majority* refer to a majority of each separate trust or trust share.

(j) Income in Respect of a Decedent (IRD)

The term *income in respect of a decedent* (IRD) means income received after a decedent's death that would have been taxable to the decedent if the income had been received by the decedent during the decedent's lifetime. For example, payments under qualified retirement plans and other deferred compensation arrangements are IRD. For purposes of this trust, IRD means any income that would be classified as IRD under Internal Revenue Code Section 691(a).

(k) Independent Trustee

The term *Independent Trustee* means any Trustee who is not an Interested Trustee as defined in Subsection (m) and includes an Independent Special Trustee appointed under the provisions of Section 3.08. Whenever a power or discretion is granted exclusively to our Independent Trustee, then any Interested Trustee who is then serving as our Trustee is prohibited from participating in the exercise of the power or discretion. If there is no Independent Trustee then serving, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the power or discretion that is exercisable only by our Independent Trustee.

(l) Instrument

The term *this instrument* means this trust, and includes all trusts created under the terms of this trust.

(m) Interested Trustee

The term *Interested Trustee* means a Trustee who:

is a transferor or beneficiary;

is related or subordinate to a transferor or beneficiary;

can be removed and replaced by a transferor with either the transferor or a party who is related or subordinate to the transferor; or

can be removed and replaced by a beneficiary with either the beneficiary or a party who is related or subordinate to the beneficiary.

For purposes of this Subsection, *transferor* means a person who transferred property to the trust, including a person whose disclaimer resulted in property passing to the trust. *Beneficiary* means a person who is or may become eligible to receive income or principal from the trust under the terms of the trust, even if this person has only a remote contingent remainder interest in the trust, but not if the person's only interest is as a potential appointee under a power of appointment. *Related or subordinate* is used as defined in Internal Revenue Code Section 672(c).

Whenever this trust specifically prohibits or limits an Interested Trustee from exercising discretion or performing an act, then any Interested Trustee serving as our Trustee is prohibited from participating in the exercise of that discretion or performance of that act. If there is no Trustee serving who is not an Interested Trustee, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the discretion or perform the act.

(n) Internal Revenue Code and Treasury Regulations

References to the *Internal Revenue Code* or to its provisions are to the Internal Revenue Code of 1986, as amended, and any corresponding Treasury Regulations. References to the *Treasury Regulations*, are to the Treasury Regulations under the Internal Revenue Code in effect. If a particular provision of the Internal Revenue Code is renumbered or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference is considered to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to our intent as expressed in this trust. The same rule applies to references to the Treasury Regulations.

(o) Legal Representative or Personal Representative

As used in this trust document, the term *Legal Representative* or *Personal Representative* means a person's guardian, conservator, executor, administrator, Trustee, attorney in fact under a Durable Power of Attorney, or any other person or entity representing a person or the person's estate. In the case of a minor beneficiary, the beneficiary's parent or another adult with custody of the beneficiary, except for any transferor to a trust created under this instrument, will be considered the beneficiary's Legal Representative for purposes of this trust.

(p) Per Stirpes

Whenever a distribution is to be made to a person's descendants *per stirpes*, the distribution will be divided into as many equal shares as there are then-living children and deceased children who left then-living descendants. Each then-living child will receive one share, and the share of each deceased child will be divided among the deceased child's then-living descendants in the same manner.

(q) Primary Beneficiary

The *Primary Beneficiary* of a trust created under this trust is that trust's oldest Income Beneficiary, unless some other individual is specifically designated as the Primary Beneficiary of that separate trust.

(r) Qualified Retirement Benefits

The term *qualified retirement plan* means a plan qualified under Internal Revenue Code Section 401, an individual retirement arrangement under Section 408 or Section 408A, or a tax-sheltered annuity under Section 403. The term *qualified retirement benefits* means the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403, or any other benefit subject to the distribution rules of Section 401(a)(9).

(s) Shall and May

Unless otherwise specifically provided in this trust or by the context in which used, we use the word *shall* in this trust to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require. In the context of our Trustee, when we use the word *shall* we intend to impose a fiduciary duty on our Trustee. When we use the word *may* we intend to empower our Trustee to act with the Trustee's sole and absolute discretion unless otherwise stated in this trust. When we use the words *may not* in reference to our Trustee, we specifically mean our Trustee *is not permitted to*.

(t) Trust

The terms *this trust*, *this document*, *instrument*, and *this trust document* refer to this trust and all trusts created under the terms of this trust.

(u) Trustee

The terms *our Trustee* and *Trustee* refer to the Initial Trustees named in Article One and to any successor, substitute, replacement, or additional person, corporation, or other entity that ever acts as the Trustee of any trust created under the terms of this trust. The term *Trustee* refers to singular or plural as the context may require.

(v) Trustor

Trustor has the same legal meaning as *Grantor*, *Settlor* or any other term referring to the maker of a trust.

(w) Trust Property

The term *trust property* means all property acquired from any source and held by a Trustee under this trust.

Section 16.08 General Provisions and Rules of Construction

The following general provisions and rules of construction apply to this trust.

(a) Multiple Originals; Validity of Paper or Electronic Copies

This trust may be executed in any number of counterparts, each of which will be considered an original.

Any person may rely on a paper or electronic copy of this trust that the Trustee certifies to be a true copy as if it were an original.

(b) Singular and Plural; Gender

Unless the context requires otherwise, singular words may be construed as plural, and plural words may be construed as singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires.

(c) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this trust are included solely for the convenience of the reader. They have no significance in the interpretation or construction of this trust.

(d) Governing State Law

This trust is governed, construed, and administered according to the laws of California, as amended except as to trust property required by law to be governed by the laws of another jurisdiction and unless the situs of administration is changed under Section 16.06.

(e) Notices

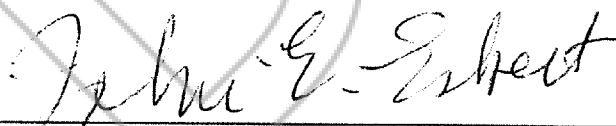
Unless otherwise stated, any notice required under this trust will be in writing. The notice may be personally delivered with proof of delivery to

the party requiring notice and will be effective on the date personally delivered. Notice may also be mailed, postage prepaid, by certified mail with return receipt requested to the last known address of the party requiring notice. Mailed notice is effective on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If the party requiring notice is a minor or incapacitated individual, notice will be given to the parent or Legal Representative.

(f) Severability

The invalidity or unenforceability of any provision of this trust does not affect the validity or enforceability of any other provision of this trust. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this trust are to be interpreted as if the invalid provision had never been included.

We have executed this restated trust on May 5, 2016. This restated trust instrument is effective when signed by us, whether or not now signed by a Trustee.



John E. Eckert, Trustor



Carmen C. Eckert, Trustor



Deonna C. Eckert Williams, Trustee



Alana Overstreet, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

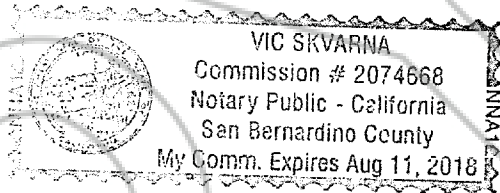
State of California)

County of Los Angeles)

On May 5, 2016 before me, Vic Skvarna, a Notary Public, personally appeared John E. Eckert, Carmen C. Eckert, Deonna C. Eckert Williams, and Alana Eckert, who 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 capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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 *Vic Sk*
Vic Skvarna, Notary Public

(Seal)

Page 1 of 2 - 2nd page - Alana's signature



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

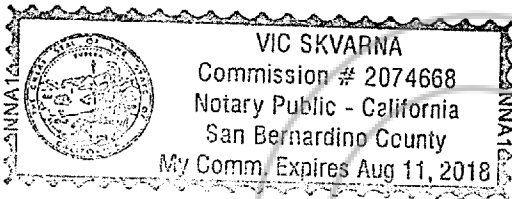
On 5-6-16 before me, Vic Skvarna Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Alana Ojstreet
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator,
- Other: _____

Signer Is Representing: _____