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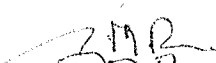
LAW OFFICES OF  
ROBB & ROSS  
(MILL VALLEY)

# THE ROBERTO FAMILY TRUST

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THE ROBERTO FAMILY TRUST

RONALD R. ROBERTO, also known as RONALD RICHARD ROBERTO, and GENEVIEVE M. ROBERTO, also known as GENEVIEVE MARIE ROBERTO, as trustees, declare that RONALD R. ROBERTO and GENEVIEVE M. ROBERTO, as trustors (and sometimes referred to as "Trustors," "Husband", "Wife", "Spouse", and "Spouses"), have transferred and delivered to the trustees without consideration the property described in Schedule A and additional Schedules attached hereto, which property together with any other property of the trust shall be held, administered and distributed in trust as hereinafter provided. The singular term "trustee" as used in this instrument shall include the plural form when in context appropriate.

THE TRUSTORS HEREBY DECLARE:

1. Family, Personal And Other Declarations

The following constitute family, personal and other relevant declarations:

- 1.1 Trustors are husband and wife;
- 1.2 Trustors are residents of the County of Marin, State of

California;

- 1.3 Trustors, together and individually, have no children or other issue, either living or deceased.

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2. The Trust Estate

Trustors declare that they have set aside and hereby transfer and convey to the trustee the assets described in Schedule A or later Schedules attached to this instrument. The "trust estate" consists of the property listed in the respective Schedules and any property hereafter transferred to the trust by the trustors, the Wills of the trustors, the attorney-in-fact or conservator for a trustor, or as pension benefits or insurance proceeds, or from any other person or source. Any community property transferred to the trust shall remain community property after its transfer. Any separate property transferred to the trust shall remain separate property after its transfer.

Trustors believe that all property appearing on Schedule A of this trust is trustors' community property unless specifically identified thereon as the separate property of either spouse. It is not the intention of trustors to transmute or change by this document the character of any community property or separate property assets transferred to this trust. This document is not prepared in contemplation of the dissolution of trustors' marriage and shall not be construed as a transmutation agreement.

If either trustor transfers separate property to this trust, said trustor may serve as sole trustee for, and may have sole and exclusive authority to deal with, such separate property and all third parties may rely on said trustor's sole and exclusive authority to deal with such separate property. Notwithstanding the foregoing, the trustor who has transferred separate property to this trust may delegate to any other trustee the power to deal with such separate property by a written instrument signed by said trustor.

It is the trustors' intention that the trustee shall have no more extensive power over any community property or separate property transferred to the trust estate than either of the trustors would have had under California Family Code Section 1100 *et seq.*, or successor provisions thereto, had this trust not been created, and this instrument shall be so interpreted to achieve this intention. This limitation shall terminate on the death of either trustor.

Notwithstanding the foregoing, if the trustee(s) are persons other than Husband and Wife, said trustee shall have the power to convey, encumber, or otherwise dispose of community real and personal property held hereunder without the consent of either Husband or Wife, in the event that either Husband or Wife is incapacitated.

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Quasi community property shall be treated as community property for all purposes of this instrument.

3. Joint Lifetimes

3.1 From Community Property. During the joint lifetimes of the trustors, the trustee shall pay to or apply for the benefit of both trustors, for the account of the community, such sums out of net income of the community estate, and, if that be insufficient, then out of principal, up to the whole thereof, as the trustee in the trustee's discretion shall deem necessary for the proper care, comfort, education, enjoyment, health, maintenance, support, welfare, and well-being of either or both trustors in accordance with their accustomed manner of living, including, but not limited to, such sums as may be necessary to pay all of his, her or their medical, dental, hospital, convalescent, invalidism, rehabilitation, treatment and nursing care expenses. The Spouse receiving payments shall have the same duty to use community income and principal received under this instrument for the benefit of the trustors as he or she has with respect to any other community property. Further, the trustors may direct the trustee in writing, from time to time, to pay to or for the benefit of each and both of the trustors from the community estate whatever single sums or periodic payments that the trustors desire (except that if such trustor is the same person as the trustee, the formality of a writing is not necessary). Such payments shall be made out of the net income and, if that be insufficient, then out of the principal of the community estate. Any net income not distributed shall be accumulated and added to the principal of the community estate from time to time. The trustee shall exercise in a liberal manner this power to invade principal, and the rights of the remainder beneficiaries in the trust shall be considered of secondary importance.

3.2 From Separate Property. During the joint lifetimes of the trustors, the trustee shall pay to or apply for the benefit of the trustor whose separate property was transferred to the trust such sums out of net income of the separate estate, and, if that be insufficient, then out of principal of the separate estate, up to the whole thereof as the trustee in the trustee's discretion shall deem necessary for the proper care, comfort, education, enjoyment, health, maintenance, support, welfare, and well-being of that trustor and his or her Spouse in accordance with their accustomed manner of living, including, but not limited to, such sums as may be necessary to pay all of his, her or their medical, dental, hospital, convalescent, invalidism, rehabilitation, treatment

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and nursing care expenses. Further, such trustor may direct the trustee in writing, from time to time, to pay to or apply for the benefit of each and both of the trustors from that spouse's separate estate whatever single sums or periodic payments that such trustor desires (except that if the trustors are the same persons as the trustee, the formality of a writing is not necessary). Such payments shall be made first out of the net income and, if that be insufficient, then out of the principal of that trustor's separate estate. Any income not distributed shall be accumulated and added to the principal of that trustor's separate estate from time to time. The trustee shall exercise in a liberal manner this power to invade principal, and the rights of the remainder beneficiaries in the trust shall be considered of secondary importance.

3.3 Payments to Others. During the joint lifetimes of the trustors, the trustors acting jointly may at any time direct the trustee in writing to pay single sums or periodic payments out of the net income and principal of the community estate, up to the whole thereof, to any one or more persons or entities. Further, the trustor who has contributed separate property may direct the trustee in writing to pay single sums or periodic payments out of the net income and principal of that trustor's separate estate, up to the whole thereof, to any one or more persons or entities. If the trustors are the same persons as the trustees, the formality of a writing is not necessary.

Prior to making any annual exclusion gifts on behalf of trustors, the trustee shall consider whether it would be more advantageous for the trustors to make such gifts individually. If the trustee determines that the annual exclusion gifts ought to be made by trustors individually, they shall consider distributing sufficient assets to trustors or their legally authorized representative in order to facilitate such annual exclusion giving.

#### 4. Incapacity

4.1 Payments During Incapacity. If at any time, however, either Spouse has become unable to manage his or her own affairs, as certified in writing by one (1) licensed physician, whether or not a court of competent jurisdiction has declared him or her incompetent, mentally ill, or in need of a conservator, the trustee shall pay to the nonincapacitated Spouse or apply for the benefit of either trustor first from the community estate, and then from the separate estates of either or both trustors (in equal shares to the extent possible), the amounts of net income and principal necessary in the trustee's discretion for the proper care, comfort, education, enjoyment, health,

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maintenance, support, welfare, and well-being of both trustors, taking into account their accustomed manner of living and the availability to them of other resources, especially community property resources; including, but not limited to, such sums as may be necessary to pay all of his, her or their medical, dental, hospital, convalescent, invalidism, rehabilitation, treatment and nursing care expenses, until the incapacitated trustor, either in the trustee's discretion or as certified by one (1) licensed physician, is again able to manage his or her own affairs, or until the earlier death of either trustor. Further, the nonincapacitated Spouse may also withdraw, from time to time, accumulated trust income and principal of community property and separate property contributed by that Spouse; provided, that income and principal from community property so paid or withdrawn shall be held and administered as community property by the nonincapacitated Spouse. Further, the trustor who has contributed separate property may direct the trustee in writing to pay single sums or periodic payments out of the net income and principal of that trustor's separate estate, up to the whole thereof, to any one or more persons or entities. Any income in excess of the amounts paid for or applied for the benefit of the trustors shall be accumulated and added to principal of the community or the separate estate, as the case may be.

4.2 Conservatorship. If a conservator of the person or the estate is appointed for a trustor, the trustee shall take into account any payments made to and for such trustor's benefit by the conservator.

4.3 Liberal Invasion Power. The trustee shall exercise this power to invade principal and income in a liberal manner, and the rights of the remainder beneficiaries in the trust shall be considered of secondary importance.

4.4 Power to Make Gifts. The trustee is authorized to make gifts from an incapacitated trustor's trust property, either during the joint lifetimes of the spouses or during the life of the Surviving Spouse, as follows:

4.4.1 Continuation of Gifting Program. The trustee is authorized to honor pledges and to continue to make gifts to charitable organizations that the incapacitated trustor regularly supported prior to his or her incapacity in the amounts previously given. The trustee may continue any gifting program initiated by the incapacitated trustor prior to his or her incapacity.

4.4.2 Gifts Limited to The Annual Exclusion Amount. The trustee may make gifts on behalf of the incapacitated trustor to or for the benefit of any remainder or contingent beneficiary named in this agreement for purposes the trustee

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considers to be in the best interest of the incapacitated trustor or in the best interest of the beneficiary, including, without limitation, the minimization of income, estate, inheritance or gift taxes. Gifts made under this subsection shall be limited to the federal annual gift tax exclusion amount.

4.4.3 Gifts in Excess of The Annual Exclusion Amount. The trustee may make gifts in excess of the federal annual gift tax exclusion on behalf of the incapacitated trustor to or for the benefit of any remainder or contingent beneficiary named in this agreement for purposes the trustee considers to be in the best interest of the incapacitated trustor or in the best interest of the beneficiary, including, without limitation, the minimization of income, estate, inheritance or gift taxes.

4.4.4 Gifts For Tuition. The trustee may prepay the cost of tuition for any remainder or contingent beneficiary named in this agreement. The trustee shall make these payments directly to the educational institution or by establishing and contributing to a Qualified State Tuition Program established under Section 529 of the Internal Revenue Code.

4.4.5 Gifts For Medical Expenses. The trustee may pay medical expenses for any remainder or contingent beneficiary named in this agreement as permitted under Section 2503(e) of the Internal Revenue Code. The trustee shall make these payments directly to the medical provider.

4.4.6 Gift Splitting Authorized. The trustee is authorized to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code or under similar provisions of any state or local gift tax laws.

4.4.7 Certain Gifts. The trustee's power to make gifts shall not be exercised in favor of the trustee, the trustee's estate, the trustee's creditors or creditors of the trustee's estate, except in amounts not to exceed in any calendar year the greater of:

(1) Five thousand dollars (\$5,000) or

(2) Five percent (5%) of the gross value of the assets subject

to this power. The determination of the value of the assets in question shall be made as of the end of the calendar year.

4.4.8 Methods of Making Gifts. The trustee may make gifts of trust property under this subsection outright, in trust or in any other manner that the trustee, in its sole and absolute discretion, deems appropriate. The trustee may perform

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any other act the trustee considers necessary or desirable to complete a gift on behalf of the incapacitated trustor in accordance with the provisions of this subsection.

4.4.9 Standard for Making Gifts. It is trustors' desire that in making gifts on behalf of an incapacitated trustor, the trustee consider the history of gift making by the incapacitated trustor and trustors' estate plan. To the extent reasonably possible, trustors direct the trustee to avoid disrupting the dispositive provisions of the estate plan as established by trustors prior to the trustor's incapacity.

5. Deceased Spouse - Surviving Spouse - Order Of Death

The first trustor to die shall be called the "Deceased Spouse" and the living trustor shall be called the "Surviving Spouse".

6. Death Of Deceased Spouse -  
Certain Payments To Be Made

On the death of the Deceased Spouse, the trustee, in the trustee's discretion, shall pay out of the trust estate the Deceased Spouse's debts outstanding at the time of his or her death and not barred by the Statute of Limitations, the Statute of Frauds, or any other provision of law or this trust, the federal and state estate taxes, including interest and penalties, attributable to the trust estate and arising out of the Deceased Spouse's death, the last-illness and funeral expenses of the Deceased Spouse, attorneys' fees, and other costs incurred in administering the Deceased Spouse's probate estate (if any). Any payments for estate taxes shall be charged in accordance with any other provisions of this trust pertaining thereto. Payment of any of the Deceased Spouse's debts shall be made proportionately from the property of the trust estate as such property shall be liable for the debts. Payments of such administrative costs and expenses shall be made out of and allocated between income and principal in a reasonable manner as determined by the trustee in the trustee's discretion consistent with applicable California law and optimal tax results.

7. Death Of Deceased Spouse -  
Trust for Surviving Spouse

Except as otherwise provided in Paragraph 8 of this document relating to the Surviving Spouse's disclaimer rights, on the death of the Deceased Spouse all of the trust estate, including all of the Deceased Spouse's and Surviving Spouse's community and separate property interests in the trust and any additions made to the trust by

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reason of the Deceased Spouse's death, such as from the Deceased Spouse's Will or life insurance policies on the Deceased Spouse's life, shall be held, administered and distributed as a single trust for the benefit of the Surviving Spouse in accordance with the following provisions:

7.1 Distributions of Income and Principal. The trustee shall pay to the Surviving Spouse, or apply for his or her benefit, all of the net income of the trust in quarter-annual or more frequent installments.

In addition, the trustee shall pay to the Surviving Spouse or apply for his or her benefit as much of the principal of the trust estate as he or she shall request. In the absence of such request, during the lifetime of the Surviving Spouse, the trustee may pay to or apply for the benefit of the Surviving Spouse as much of the principal of the trust estate, up to the whole thereof, as the trustee, in the trustee's discretion, deems necessary or advisable for the Surviving Spouse's proper care, education, health, support and maintenance. In exercising such discretion, the trustee need not take into account any other income and resources of the Surviving Spouse that may be available for these purposes. It is trustors' intent that the needs of the Surviving Spouse shall be considered of primary importance and that the rights of remainder beneficiaries in the trust shall be of secondary importance.

7.2 Qualification for Marital Deduction. It is trustors' intent that on the death of the Deceased Spouse his or her interest in the trust estate that passes to the Surviving Spouse under the foregoing provisions shall qualify for the marital deduction for estate tax purposes. During the Surviving Spouse's lifetime, the Surviving Spouse shall have the power to require the trustee to make all or part of the principal of the trust productive and to convert promptly any unproductive part into productive property. This power shall be exercised by the Surviving Spouse in a written instrument delivered to the trustee. In no event shall the trustee take any action or have any power that will impair the marital deduction, and all provisions regarding the trust shall be interpreted to conform to this primary objective. Any such powers and discretions which may disqualify the trust as a marital deduction trust should not be effective as to such trust.

7.3 Testamentary General Power of Appointment. On the death of the Surviving Spouse, the remaining trust assets, including accrued or undistributed income, shall be distributed to such one or more persons and entities, including, but not limited to, the Surviving Spouse's estate, the Surviving Spouse's creditors, or the

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creditors of the Surviving Spouse's estate, and upon such terms and conditions, either outright or in trust, as the Surviving Spouse shall appoint in the manner prescribed in Paragraph 15 of this document. This Paragraph shall not apply to any Disclaimer Trust established under the provisions of this document.

Trustors understand and confirm that the Surviving Spouse, after the death of the Deceased Spouse, will have the power to change the disposition of the assets of the Trust for Surviving Spouse on the death of the Surviving Spouse.

7.4 Termination. On the death of the Surviving Spouse, to whatever extent the then remaining principal and undistributed income of the Trust for the Surviving Spouse is not consumed or effectively appointed by the Surviving Spouse pursuant to his or her general power to appoint provided above, the trustee shall distribute the balance of the trust estate as directed in Paragraph 9 herein titled "Distributions on Death of Surviving Spouse."

8. Disclaimer Trust -  
Distributions After Death of Deceased Spouse

8.1 Disclaimer. If the Surviving Spouse disclaims any portion or all of the Deceased Spouse's interest in the trust, including the Deceased Spouse's share of the community property and separate property, if any (all called "property" for these purposes), the disclaimed property shall be held, administered and distributed as a separate trust, to be called the "Disclaimer Trust," as hereafter provided:

8.2 Distributions. On the death of the Deceased Spouse, the trustee shall pay to or apply for the benefit of the Surviving Spouse as much of the net income and principal of the trust estate as the trustee deems necessary for the Surviving Spouse's health, support, and maintenance in accordance with his or her accustomed manner of living, taking into consideration, to the extent the trustee deems appropriate, any other income and resources of the Surviving Spouse known to the trustee and reasonably available for these purposes. Any income not distributed shall be accumulated and added to principal. It is trustors' intent that the needs of the Surviving Spouse shall be considered of primary importance and that the rights of the remainder beneficiaries in the trust shall be of secondary importance.

8.3 Termination. On the death of the Surviving Spouse, the balance of the trust estate shall be distributed as directed in Paragraph 9 titled "Distributions on Death of Surviving Spouse."

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9. Distributions on Death of Surviving Spouse

On the death the Surviving Spouse, the trustee shall distribute the undistributed balance of the trust estate as follows:

9.1 Tangible Personal Property. Trustors direct that the tangible personal property of the estate, including, without limitation, such items as furniture, furnishings, silverware, objects of art, china, clothing, jewelry, personal automobiles, sporting equipment, books, collections of tangible personal property and other tangible personal property normally kept at trustors' residence or in storage off-site, be distributed as follows. The term "tangible personal property" excludes cash that does not have historical, artistic, or collectible value, and other items of intangible personal property, even if represented by tangible documentation of ownership, and excludes mobile homes and property used in a trade or business.

9.1.1 Sewing Machine and Elna Swiss Press. Trustors' Viking electric sewing machine and its four drawers table, and the Elna Swiss Press and its custom made oak stand, drawer and shelf shall be distributed to REBECA DELEON, 85 North Ave., Apt. 2A, San Rafael, CA, 94903. If REBECA DELEON is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.1.2 French and Spanish Language Books. Trustors' French and Spanish language books, including but not limited to, dictionaries, textbooks, magazines and literature books, shall be distributed to SAN DOMENICO SCHOOL, 1500 Butterfield Road, San Anselmo, CA, 94960.

9.1.3 Other Language Books. Trustors' language books, other than the French and Spanish language books, including but not limited to, dictionaries, textbooks, magazines and literature books, shall be donated to a charity or multiple charities of the trustee's choosing through DonationTown.org.

9.1.4 Music Books and Musical Instruments. Trustor's music-related books and musical instruments, including but not limited to, trustors' German Bluthner piano, piano stool, piano lamp, metronome, and Spanish Guitar, shall be distributed to MUSIC TEACHERS' ASSOCIATION OF CALIFORNIA, MARIN COUNTY BRANCH, 833 Market Street, Suite 900, San Francisco, CA, 94103.

9.1.5 All Other Books. All of trustors' books not disposed of in the preceding paragraphs shall be distributed to the BELVEDERE-TIBURON LIBRARY, 1501 Tiburon Blvd, Tiburon, CA, 94920.

9.1.6 2006 BMW. Trustors' 2006 BMW shall be distributed to Husband's nephew, STEVEN SAUER, 1079 10<sup>th</sup> Street, Apt. B, Eureka, CA, 95501.

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If STEVEN SAUER is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.1.7 Jewelry. Wife's 18 carat gold Moroccan bracelet and five diamond bracelet shall be distributed to Wife's grandniece, ANNE-SOPHIE BRASSIÉ, Le Couvent, 47600 Montagnac-sur-Auvignon, France, in memory of her maternal great grandmother. If ANNE-SOPHIE BRASSIÉ is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.1.8 Christiane Brassié Paintings. Trustors' paintings signed by Christiane Brassié shall be distributed to Wife's grandnephew, GUILLAUME BRASSIÉ, Le Couvent, 47600 Montagnac-sur-Auvignon, France, and grandniece, ANNE-SOPHIE BRASSIÉ, Le Couvent, 47600 Montagnac-sur-Auvignon, France, in approximately equal shares of value as they shall agree, or if they cannot agree, as the trustee, in the trustee's absolute discretion, shall determine. If either GUILLAUME or ANNE-SOPHIE is not then living, his or her share shall be distributed to the other of them. If GUILLAUME and ANNE-SOPHIE are both not then living, this gift shall lapse and shall be added to the residue of the trust estate.

9.1.9 Photographs, Slides, Paintings, Water Colors, and Prints. Trustors' photographs, slides, paintings other than those signed by Christiane Brassié, water colors, and prints shall be distributed to Husband's sister, PATRICIA SAUER, 34798 Wintergreen Loop, North Fork, CA, 93643. If PATRICIA SAUER is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.1.10 Tools. Trustors' tools shall be distributed to HUMBERTO DELEON, 633 Mission Ave., #6, San Rafael, CA, 94901. If HUMBERTO DELEON is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.1.11 Shipping Expenses. If any beneficiary desires to have any article of tangible personal property shipped to the beneficiary, all reasonable packing and transportation charges so incurred shall be paid by the trustee as an expense of administration.

9.1.12 Rest and Residue of the Tangible Personal Property. All the rest and residue of the tangible personal property of the trust estate shall be sold, if possible, with the proceeds added to the residue of the trust estate. Whatever cannot be sold shall be donated to a charitable organization or discarded, as the trustee deems practicable.

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9.2 Pecuniary Distributions. The trustee shall make the following pecuniary distributions, free of any death tax:

9.2.1 The sum of Seventy-Five Thousand Dollars (\$75,000) shall be distributed to Husband's nephew, STEVEN SAUER, 1079 10<sup>th</sup> Street, Apt. B, Eureka, CA, 95501, if he is then-living, otherwise this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.2 The sum of Seventy-Five Thousand Dollars (\$75,000) shall be distributed to Husband's niece, SYLVIA McGUGIN, formerly known as SYLVIA SAUER, 3818 East Alamos, Apt. 15, Fresno, CA, 93726, if she is then-living, otherwise this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.3 The sum of One Hundred Thousand Dollars (\$100,000) shall be distributed to Wife's grandnephew, GUILLAUME BRASSIÉ, Le Couvent, France, if he is then-living, otherwise this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.4 The sum of One Hundred Thousand Dollars (\$100,000) shall be distributed to Wife's grandniece, ANNE-SOPHIE BRASSIÉ, Le Couvant, France, if she is then-living, otherwise this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.5 The sum of Five Thousand Dollars (\$5,000) shall be distributed outright and free of trust to KELLI RODAS, 633 Candlestick Court, Chambersburg, PA, 17201. If KELLI RODAS is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.6 The sum of Five Thousand Dollars (\$5,000) shall be distributed to LILY RODAS, 633 Candlestick Court, Chambersburg, PA, 17201, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. LILY's mother, OTTA RODAS, shall act as custodian. If LILY RODAS is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.7 The sum of Five Thousand Dollars (\$5,000) shall be distributed to ARLENE SAMAYOA, 633 Candlestick Court, Chambersburg, PA, 17201, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. ARLENE's mother, OTTA RODAS, shall act as custodian. If ARLENE SAMAYOA is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.8 The sum of Five Thousand Dollars (\$5,000) shall be distributed to OTTA RODAS, 633 Candlestick Court, Chambersburg, PA, 17201, if she

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is then-living, otherwise to KELLI RODAS. Trustors request that OTTA RODAS or KELLI RODAS keep and conserve this distribution to be used for the needs of NOHEMI SAMAYOA. This request is precatory, not mandatory. If NOHEMI SAMAYOA is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

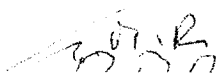
9.2.9 The sum of Twenty-Five Thousand Dollars (\$25,000) shall be distributed to BRADY MENDES, 85 North Ave., Apt. 2-A, San Rafael, CA, 94903 to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. BRADY's mother, REBECA DELEON, shall act as custodian. If BRADY MENDES is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.10 The sum of Twenty-Five Thousand Dollars (\$25,000) shall be distributed to YIELY MENDES, 85 North Ave., Apt. 2-A, San Rafael, CA, 94903, to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. YIELY's mother, REBECA DELEON, shall act as custodian. If YIELY MENDES is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.11 The sum of Twenty Thousand Dollars (\$20,000) shall be distributed to WELLINGTON DELEON, 633 Mission Ave., #6, San Rafael, CA, 94901, to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. WELLINGTON's father, HUMBERTO DELEON, shall act as custodian. If WELLINGTON DELEON is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.12 The sum of Twenty Thousand Dollars (\$20,000) shall be distributed to RONALD DELEON, 633 Mission Ave., #6, San Rafael, CA, 94901, to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. RONALD's father, HUMBERTO DELEON, shall act as custodian. If RONALD DELEON is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.13 The sum of Twenty Thousand Dollars (\$20,000) shall be distributed to ASHLEY DELEON, 633 Mission Ave., #6, San Rafael, CA, 94901, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. ASHLEY's father, HUMBERTO DELEON, shall act as custodian. If ASHLEY DELEON is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.



9.2.14 The sum of Five Thousand Dollars (\$5,000) shall be distributed to BRENDA DIAZ, 215 Bayview Street, Apt. 318, San Rafael, CA, 94901, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. BRENDA's mother, LETICIA DIAZ, shall act as custodian. If BRENDA DIAZ is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.15 The sum of Five Thousand Dollars (\$5,000) shall be distributed to MERLI DIAZ, 215 Bayview Street, Apt. 318, San Rafael, CA, 94901, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. MERLI's mother, LETICIA DIAZ, shall act as custodian. If MERLI DIAZ is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.16 The sum of Five Thousand Dollars (\$5,000) shall be distributed to GERSON DIAZ, 215 Bayview Street, Apt. 318, San Rafael, CA, 94901, to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. GERSON's mother, LETICIA DIAZ, shall act as custodian. If GERSON DIAZ is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.17 The sum of Five Thousand Dollars (\$5,000) shall be distributed to CARLISSA DIAZ, 215 Bayview Street, Apt. 318, San Rafael, CA, 94901, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. CARLISSA's mother, LETICIA DIAZ, shall act as custodian. If CARLISSA DIAZ is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.18 The sum of Ten Thousand Dollars (\$10,000) shall be distributed to YVAN ARROYO, 623 East Way, Hayward, CA, 94544, to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. YVAN's parents, NORMAN and YANET ARROYO, shall act as co-custodians. If YVAN ARROYO is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.19 The sum of Ten Thousand Dollars (\$10,000) shall be distributed to SOFIA ARROYO, 623 East Way, Hayward, CA, 94544, to be held in a custodianship account until she attains age twenty-one (21) under the California Uniform Transfers to Minors Act. SOFIA's parents, NORMAN and YANET ARROYO, shall act as co-custodians. If SOFIA ARROYO is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

*M.R.*  
*R.D.D.*

9.2.20 The sum of Ten Thousand Dollars (\$10,000) shall be distributed to SEAN OLSON, 359 E. 6<sup>th</sup> Ave., Chico, CA, 95926, to be held in a custodianship account until he attains age twenty-one (21) under the California Uniform Transfers to Minors Act. NORTHERN TRUST, N.A., shall act as custodian. If SEAN OLSON is not then living, this distribution shall lapse and shall be added to the residue of the trust estate.

9.2.21 The sum of Fifty Thousand Dollars (\$50,000) shall be distributed to SAVE THE CHILDREN FEDERATION, INC., 54 Wilton Road, Westport, CT, 06880, for its general uses and purposes.

9.2.22 The sum of Fifty Thousand Dollars (\$50,000) shall be distributed to UNITED STATES FUND FOR UNICEF, 125 Maiden Lane, New York, NY, 10038, for its general uses and purposes.

9.2.23 The sum of Twenty-Five Thousand Dollars (\$25,000) shall be distributed to CITY OF JOY AID, INC., 9501 4th Place Lorton, VA, 22079, for its general uses and purposes.

9.2.24 The sum of Thirty Thousand Dollars (\$30,000) shall be distributed to LA CHÂINE DE L'ESPOIR, Rue Didot - CS 11 417 - 75993 Paris Cedex 14, France, for its general uses and purposes.

9.3 Rest of Trust Estate. On the death of the Surviving Spouse, the undistributed balance of the trust estate shall be distributed as follows:

9.3.1 Two Point Five Percent (2.5%) thereof shall be distributed to AMERICAN INDIAN PUBLIC CHARTER SCHOOL, 3637 Magee Ave., Oakland, CA, 94619, for its general uses and purposes.

9.3.2 Two Point Five Percent (2.5%) thereof shall be distributed to AMERICAN INDIAN PUBLIC HIGH SCHOOL, 3637 Magee Ave., Oakland, CA, 94619, for its general uses and purposes.

9.3.3 Three Percent (3%) thereof shall be distributed to ANIMO INGLEWOOD CHARTER HIGH SCHOOL, 3425 W Manchester Blvd., Inglewood, CA, 90305, for its general uses and purposes.

9.3.4 Four Percent (4%) thereof shall be distributed to THE PREUSS SCHOOL UCSD, 9500 Gilman Drive Dept. 0536, La Jolla, CA, 92093, for its general uses and purposes.

9.3.5 Four Percent (4%) thereof shall be distributed to THE POSSE FOUNDATION, 14 Wall Street, Suite 8A-60, New York, NY, 10005, for its general uses and purposes.

*A.R.P.*  
*R.D.D.*

9.3.6 Four Percent (4%) thereof shall be distributed to EAST SIDE COLLEGE PREPARATORY SCHOOL, 1041 Myrtle Street, East Palo Alto, CA, 94303, for its general uses and purposes.

9.3.7 Four Percent (4%) thereof shall be distributed to FISHER CENTER FOR ALZHEIMER'S RESEARCH FOUNDATION, One Intrepid Square, West 46th Street & 12th Avenue, New York, NY, 10036, for its general uses and purposes.

9.3.8 Five Percent (5%) thereof shall be distributed to LENNOX MATH, SCIENCE AND TECHNOLOGY ACADEMY, 11036 Hawthorne Blvd, Inglewood, CA, 90304 for its general uses and purposes.

9.3.9 Five Percent (5%) thereof shall be distributed to the STEM CELL CENTER AT TEXAS HEART INSTITUTE, MC 3-116, P.O. Box 20345, Houston, TX, 77225, for its general uses and purposes.

9.3.10 Five Percent (5%) thereof shall be distributed to the HEART AND VASCULAR INSTITUTE AT JFK MEDICAL CENTER, 5301 South Congress Avenue, Atlantis, FL, 33462, for its general uses and purposes.

9.3.11 Five Percent (5%) thereof shall be distributed to LA JOLLA INSTITUTE FOR ALLERGY AND IMMUNOLOGY, 9420 Athena Circle, La Jolla, CA, 92037, for its general uses and purposes.

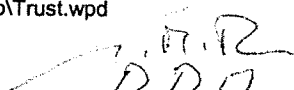
9.3.12 Seven Percent (7%) thereof shall be distributed to OHIO STATE UNIVERSITY WEXNER MEDICAL CENTER, 410 W. 10th Ave., Columbus, OH, 43210, to be used for research related to Parkinson's disease.

9.3.13 Nine Percent (9%) thereof shall be distributed to the MASSACHUSETTS GENERAL HOSPITAL HEART CENTER, 55 Fruit Street, Boston, MA, 02114, for its general uses and purposes.

9.3.14 Ten Percent (10%) thereof shall be distributed to the CANCER RESEARCH INSTITUTE, One Exchange Plaza, 55 Broadway, Suite 1802, New York, NY, 10006, for its general uses and purposes.

9.3.15 Ten Percent (10%) thereof shall be distributed to the BRAIN RESEARCH INSTITUTE UCLA, Gonda (Goldschmied) Neuroscience and Genetics Research Center, 695 Charles Young Drive South, Los Angeles, CA, 90095, for its general uses and purposes.

9.3.16 Twenty Percent (20%) thereof shall be distributed to the UNIVERSITY OF CALIFORNIA, BERKELEY, SCHOOL OF PUBLIC HEALTH, 50 University Hall, #7360, Berkeley, CA, 94720, for the Department of Epidemiology.

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9.3.17 Any gift which is not effectively disposed of under the foregoing provisions of this Paragraph 9.3 shall lapse and be distributed pro rata among the gifts effectively disposed of above.

10. Custodianships

Any share of the trust estate distributable to a person who has not attained age twenty-one (21) on the date of distribution (and for whom a trust is not established under the terms of this instrument) shall be distributed to a custodian designated by the trustee to be held for each such person in a separate custodianship account until he or she attains age twenty-one (21) under the California Uniform Transfers to Minors Act.

11. Presumption

Any beneficiary including Husband or Wife who shall not be living thirty (30) days after Husband's or Wife's death shall be deemed not to have survived him or her. For the purpose of determining that thirty-day period, the first day thereof shall be the first calendar day following such person's death. In the event of simultaneous death or where the order of their deaths cannot be determined, each spouse's interest in the trust shall be distributed as if the other spouse had predeceased.

12. Perpetuities Savings Clause

Unless sooner terminated in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate twenty-one (21) years after the death of the last to survive of the trustors and the trustors' issue living on the date of death of the first trustor to die. The principal and undistributed income of a terminated trust shall be distributed to the then income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. If at the time of such termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to the persons who are entitled or authorized, in the trustee's discretion, to receive trust payments.

13. Powers To Amend, Revoke Or Terminate

13.1 During the joint lifetimes of the trustors, this trust may be revoked in whole or in part with respect to community property by an instrument in writing signed by either trustor and delivered to the trustees and the other trustor, and with respect to separate property by an instrument in writing signed by the trustor who

contributed that property to the trust, delivered to the trustees. On revocation, the trustees shall promptly deliver to both Spouses all or the designated portion of the community property trust assets. All property delivered to both Spouses shall continue to be the trustors' community property, and shall be held and administered as community property. On revocation with respect to separate property, the trustees shall promptly deliver to the contributing trustor all or the designated portion of that property. If this instrument is revoked with respect to all or a major portion of the assets subject to the instrument, the trustees shall be entitled to retain sufficient assets reasonably to secure payment of liabilities lawfully incurred by the trustees in the administration of the trust, including trustees' fees that have been earned, unless the trustors shall indemnify the trustees against loss or expense.

13.2 The trustors may at any time during their joint lifetimes amend any of the terms of this instrument by an instrument in writing signed by both trustors and delivered to the trustees. No amendment shall substantially increase the duties or liabilities of the trustees or change the trustees' compensation without the trustees' consent, nor shall the trustees be obligated to act under such an amendment unless the trustees accept it. If a trustee is removed, the trustors shall pay to such trustee any sums due and shall indemnify the trustee against liability lawfully incurred by the trustee in the administration of the trusts.

13.3 On the death of the Deceased Spouse, the Surviving Spouse during his or her lifetime shall have the power to amend and revoke the trust established for the Surviving Spouse, but shall have no power to amend or revoke the Disclaimer Trust or any other trust thereupon established, except as otherwise provided herein. On the death of the Surviving Spouse, no one shall have the power to revoke or amend any trust established after such death except as provided herein.

13.4 The powers of the trustors to revoke or amend this instrument are personal to them and shall not be exercisable in their behalf by any guardian, conservator, or other person, except that revocation or amendment may be authorized, after notice to the trustees, by the court that appointed the guardian or conservator or pursuant to authority provided in a durable power of attorney executed by the trustor.

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14. Powers Of The Trustees

In order to carry out the provisions of the trusts created by this instrument, the trustees shall have, in addition to those powers now or hereafter enumerated in California Probate Code §§16220-16249, inclusive, the following powers which shall be applicable to each trust created under this instrument:

14.1 To invest and reinvest all or any part of the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, mutual funds, common trust funds (including any administered by a trustee), market funds, index funds, mortgage participations, and life insurance policies on the life of any beneficiary that persons of prudence, discretion, and intelligence acquire for their own account. Notwithstanding the foregoing, the trustees are also authorized to buy, sell, and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased with such brokers as security for loans and advances made to the trustees.

14.2 To continue to hold any property that constitutes part of the trust estate, including any shares of a trustee's own stock, and to operate at the risk of the trust estate without obtaining court authorization any business that the trustees receive or acquire under the trust as long as the trustees deem advisable.

14.3 To have all the rights, powers, and privileges of an owner with respect to the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation to deposit securities with and transfer the title to any protective or other committee on such terms as the trustees may deem advisable, and to exercise or sell stock subscription or conversion rights.

14.4 To hold securities or other property in the name of any trustee or trustees as trustees under this trust, or in the trustee or trustees' own name or names, or in the name of a nominee, or the trustees may hold securities unregistered in such condition that ownership will pass.

14.5 To control, convey, divide, exchange, grant, grant options on, improve, manage, partition, repair, sell (for cash or on deferred payments within or beyond the term of the trust), and transfer trust property.



14.6 To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

14.7 To lend money to any person, including both the probate estate of either trustor, and from any trust to another trust hereunder, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

14.8 To purchase property at its fair market value as determined by the trustees in the trustees' discretion, from the probate estate of either trustor.

14.9 To loan or advance the trustees' own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrances of any assets of the trust; to purchase assets of the trust at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal.

14.10 To disclaim, release, or restrict the scope of any power, including any administrative power, that the trustees may hold in connection with any trust created under this instrument, whether such power is expressly granted in this instrument or implied by law. The trustees shall exercise this power in a written instrument specifying the power to be disclaimed, released, or restricted and the nature of any such restriction, executed by the trustees and delivered to the trustor(s) then living, and if neither trustor is living, then to the income beneficiaries then living (or if there are none, to the then living beneficiaries entitled to distributions in the discretion of the trustees). Any power disclaimed or released by the trustees shall be extinguished.

14.11 To employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist the trustees in the administration of this trust and to rely on the advice given by these agents. Reasonable compensation for all services performed by these agents shall be paid from the trust estate out of either income or principal as the trustees in the trustees' discretion shall determine, and shall not decrease the compensation to which the trustees are entitled.

14.12 To borrow money, and to encumber trust property by mortgage, deed of trust, pledge, or otherwise for the debts of the trust or the joint debts of the trust and a co-owner of trust property.

14.13 To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the trust estate as the trustees may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust. In the event that the attorney who prepared the estate planning

documents for trustors is called to testify as a witness or provide information concerning trustors' estate plan, said attorney shall be paid from the assets of this trust (and if there is no trust, from the assets of trustors' probate estate) for said attorney's time spent in gathering documents, preparing for depositions or hearings, travel time, and time spent testifying, all at said attorney's then-current hourly rates.

14.14 To carry insurance of such kinds and in such amounts as the trustees deem advisable, at the expense of the trust, to protect the trust estate and the trustees personally against any hazard.

14.15 To purchase bonds and to pay such premiums in connection with the purchase as the trustees in the trustees' discretion deem advisable; provided, however, that each premium shall be repaid periodically to principal out of the interest on the bond in such reasonable manner as the trustees shall determine and, to the extent necessary, out of the proceeds on the sale or other disposition of the bond.

14.16 To purchase bonds at such discount as the trustees in the trustees' discretion deem advisable; provided, however, that each discount shall be accumulated periodically as interest in such reasonable manner as the trustees shall determine and to the extent necessary paid out of the proceeds on the sale or other disposition of the bond or out of principal.

14.17 To purchase in the discretion of the trustees at less than par obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of either trustor in such amounts as the trustees deem advisable, and for that purpose the trustees may partition a portion of the community property of the trust estate and make such purchases from either or both portions. The trustees shall exercise the trustees' discretion and purchase such obligations if the trustees have reason to believe that either trustor is in substantial danger of death, and may borrow funds and give security for that purpose. The trustees shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though somewhat excessive, amount. The trustees shall not be liable to either trustor, any heir of either trustor, or any beneficiary of this trust for losses resulting from purchases made in good faith. Notwithstanding anything in this instrument to the contrary, the trustees are directed to pay the federal estate tax due on either trustor's death in an amount not less than par value plus accrued interest of such obligations that are eligible for redemption in payment of the deceased trustor's taxes, without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside the trust estate. The legal representative of the deceased trustor's estate, or if none was appointed, the

trustees acting under this instrument, shall select the redemption date of such obligations. The trustees are directed to redeem any such obligations that are part of trust corpus to the fullest extent possible in payment of the federal estate tax liability of each trustor.

14.18 To partition, allot, and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustees, and to sell such property as the trustees may deem necessary to make division or distribution. In making any division or partial or final distribution of the trust estate, the trustees shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated; but rather, the trustees may, in the trustees' discretion, make a non pro rata division between trusts or shares and non pro rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market values. The trustee may divide said community property in a non pro rata manner and shall take into account any written agreement between the trustors providing for a non pro rata division of their community property and the effect of such agreement on community property passing outside of the trust. The trustee shall have the discretion to select the assets to be so allocated, but such assets as are selected shall be valued at the date or dates of their allocation.

14.19 To take any action and to make any election, in the trustees' discretion, to minimize the tax liabilities of the trust and its beneficiaries, and the trustees shall have the power to allocate the benefits among the various beneficiaries, and the trustees shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the trustees believe has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

14.20 To become a partner in a partnership, general or limited; and to accept the accounting of the partnership; to make contributions of trust property to a partnership; to sell, purchase or exchange partnership interests.

14.21 To withhold from distribution, in the trustees' discretion, at the time for distribution of any property in this trust, without the payment of interest, all or any part of the trust property, as long as the trustees shall determine in the trustees' discretion that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the estate.

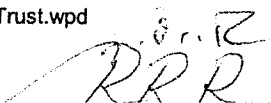
15. Exercise of Powers of Appointment

Any power of appointment created in this document may be exercised only by (a) a written instrument (not a Will) signed by the person entitled to exercise such power ("the donee") and delivered to the trustee during the lifetime of the donee, or (b) by the donee's last Will duly admitted to probate if there is no inter vivos instrument in existence at the time of the donee's death which is effective to exercise such power either in whole or in part. The written instrument or Will exercising such power shall be effective only if it specifically refers to and purports to exercise such power of appointment. Any such written instrument may, unless it expressly provides otherwise, be revoked or amended, but only by a later written instrument (not a Will) signed by the donee and delivered to the trustee during the lifetime of the donee. Unless it expressly provides otherwise, any later written instrument shall completely revoke all similar prior instruments.

Any power of appointment created in this document may be exercised (a) either outright or in trust, (b) to create present or future interests, (c) in such amounts, fractions, or interests among the objects of the power as the donee shall designate, either equally or unequally or to the total exclusion of one or more of them, (d) may confer new powers of appointment, including general powers, upon the objects of the power, (e) may impose restrictions and conditions on or for the benefit of any of the objects of the power, and (f) may be exercised in any combination of the above.

Any limited power of appointment that is exercisable in favor of specified persons may be appointed to one or more trusts in which all beneficial interests (other than remote contingent remainder interests) are held by one or more of such persons. However, no limited power of appointment created in this document may be exercised directly or indirectly (a) in favor of the creditors, estate, or creditors of the estate of the donee or (b) in discharge of any legal obligation of the donee, including any obligation of support, or (c) in any manner which creates any interest in the appointive property, or creates any limited power of appointment which can be exercised so as to create any interest in the appointive property, which will not vest in absolute ownership within twenty-one (21) years after the death of the last to die of the surviving trustor and those of the trustors descendants who are living on the date of the death of the first trustor to die.

The trustee shall have no liability to any person for any action taken by the trustee in the good faith belief that any Will of the donee duly admitted to probate which is not subject to any pending contest at the time of such action is the last Will of the donee or, if no Will of the donee has been admitted to probate at the time of such

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action, in the good faith belief that the donee died without leaving a Will which purports to exercise such power of appointment.

16. No Physical Division Required

There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts.

17. Power to Combine Trusts

The trustee is hereby expressly permitted, but not required, to combine two or more trusts for the same beneficiary or group of beneficiaries that have substantially the same or similar provisions into a single trust for such beneficiary or group of beneficiaries.

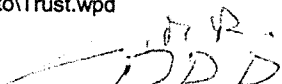
18. Discretion to Select Assets - Income Tax Basis

The trustee shall have absolute discretion to select property to be allocated to any trust or share created by this trust or to be distributed in satisfaction of any bequest provided for herein without regard to the potential income tax consequences to the distributees, and the trustee is specifically excused from any duty of impartiality with respect to the income tax basis of such property or the aforesaid income tax consequences to the distributees; provided, however, that the trustee shall not exercise this discretion in a manner that will result in the loss of, or decrease in, any marital, charitable or orphan's deductions otherwise allowable in determining either trustor's federal estate tax.

19. Principal And Income Determination

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

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20. Accounting For Expense And Income Items As To Certain Beneficiaries

Among successive beneficiaries of this trust, all taxes and other current expenses shall be deemed to have been paid and charged to the period in which they first become due and payable. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income.

21. Other Property

Other property acceptable to the trustee may be added to these trusts by any person, by the Will or Codicil of either trustor, by the proceeds of any life insurance, or otherwise.

22. Spendthrift Provisions

No interest in the principal of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.

23. Education

Whenever provision is made in this instrument for payment for the "education" of a beneficiary, the term "education" shall be construed to include trade and vocational schools, college and postgraduate study, so long as pursued to advantage by the beneficiary, at an institution of the beneficiary's choice; and, in determining payments to be made for all such education, the trustee shall take into consideration the beneficiary's related living expenses to the extent that they are reasonable.

24. No Discharge of Obligations

No trustee serving under this agreement shall make or join in any decision to pay, apply or distribute trust income or principal for the discharge of any of the legal obligations of the trustee, including, but not limited to any obligation of support which the trustee may owe to the beneficiary under the laws of the state where the trustee resides. In addition, no distribution shall be made under this instrument if the effect of such distribution is to discharge in whole or in part any other person's legal obligation to support a trust beneficiary or to relieve such person of any contractual obligation.

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25. Income Tax Liabilities As Support

Income tax liabilities of the trustors and any other income beneficiary who is then participating shall be included within the term "support" as the same is used in this instrument.

26. Abandon Property

The trustee is authorized to abandon any property or interest in property belonging to the trust when, in the trustee's discretion, such abandonment is in the best interests of the trust and its beneficiaries.

27. Trustees

27.1 During Joint Lifetimes. During the joint lifetimes of both trustors, if either trustor for any reason is unable or ceases to act as a trustee of any trust hereunder, the other trustor shall act as trustee of any such trust or trusts. If both trustors for any reason are unable or cease to act as a trustee of any trust hereunder, then trustors designate those named below as trustee. Each successor trustee shall serve in the order designated if the prior designated trustee fails to qualify or ceases to act.

(1) The person or persons designated by trustors, acting jointly, or by the trustor able and willing to designate.

(2) NORTHERN TRUST, NA

(3) \_\_\_\_\_

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27.2 After Death of First Spouse. On the death of the Deceased Spouse, the Surviving Spouse shall act as trustee of each and every trust thereupon established under this Agreement. If the Surviving Spouse is unable or ceases to act as a trustee of any such trust for any reason, including death, then trustors designate those named below as trustee. Each successor trustee shall serve in the order designated if the prior designated trustee fails to qualify or ceases to act.

(1) The person or persons designated by trustors, acting jointly, or by the trustor able and willing to designate.

(2) NORTHERN TRUST, NA

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27.3 Appointment of Successor Trustee. Any acting trustee shall have the power to designate one or more individuals or corporate fiduciaries to serve concurrently or serially to succeed the trustee on his or her inability or unwillingness to

act. Any designation and revocation of that designation shall be made in a written instrument signed by the trustee while acting as trustee. A designation of a successor trustee by an acting trustee shall supersede any designation of a successor trustee by the trustors.

If the foregoing fails to result in the appointment of a successor trustee, the person designated herein as successor trustee, in the order of such person or entity's designation as trustee, shall have the power to appoint a successor trustee.

If the foregoing fails to result in the appointment of a successor trustee, a successor trustee may be appointed by a majority of the adult beneficiaries currently entitled to trust income or, if there are none, a majority of adult beneficiaries who are entitled to distribution in the discretion of the trustee; provided that the beneficiary of a "Special Needs Trust" established herein shall not have such power.

All such designations and appointments shall be in writing and shall be effective upon acceptance by the successor trustee.

27.4 Bond. The terms "trustees" and "trustee" as used in this instrument each include the singular as well as the plural. No bond shall be required of any person named or designated as a trustee or successor trustee in the manner provided in this instrument. Each successor trustee shall have, possess and exercise all powers, authorities and discretions conferred upon the trustee by this instrument or at law.

27.5 Co-Trustee. Any trustee while serving as trustee may at any time appoint another person or entity as a co-trustee. Except as otherwise agreed in writing, any action by any one of the individual co-trustees acting as such from time to time in routine matters and not relating to real estate shall be binding on the trust estate and may be relied on by third parties dealing with the trustee, including, but not limited to, the making of checks, bank drafts and disbursements and the endorsement, negotiation and deposit of checks, bank drafts, and negotiable or other instruments.

Notwithstanding the foregoing, if either trustor transfers separate property to this trust, said trustor may serve as sole trustee for, and may have sole and exclusive authority to deal with, such separate property unless said trustor shall delegate to any other trustee then serving one or more powers by a written instrument signed by said trustor.

Anyone may rely on copies of this instrument or a Certification of Trust certified by the trustee as a true copy to the same extent as though such copy were the original. No person dealing with any trustee shall be obliged to see to the application of any property paid or delivered to or from a trustee or to inquire into the



expediency or propriety of any transactions or the authority of the trustee to enter into and consummate the same upon such terms as the trustee may deem advisable.

27.6 Resignation. Any trustee may at any time resign from any trust hereby established by depositing in the United States mail, postage prepaid, a notice of such resignation addressed to the person or persons then entitled to receive payments hereunder at the addresses of such person or persons last known to the trustee. Such resignation shall take effect on the acceptance of the trust by the successor trustee.

27.7 Removal of Corporate Trustee. By written instrument delivered to the trustee, a beneficiary who has attained the age of twenty-five (25) and is not the beneficiary of a "Special Needs Trust" established herein may remove any corporate trustee acting under this instrument with respect to a trust that is no longer revocable and may appoint any corporation as successor trustee or co-trustee with this designation superseding any appointment made under the trust instrument. After written acceptance by the appointed successor trustee, the removed trustee shall promptly deliver all trust assets in its possession to the successor trustee together with an accounting for all acts affecting the trust since the date of any prior accounting.

27.8 Concluding Trust Administration. On the termination of any trust established herein after the death of a beneficiary, the trustee shall have all the powers necessary to conclude trust administration, including, but not limited to, the power to transfer assets to beneficiaries under the terms of the trust, to establish an "administrative trust," to file tax returns, to pay debts of trustor, to collect insurance proceeds and other assets subject to the trust, to cancel credit cards in the name of trustor, to publish notices of the beneficiary's death and to perform all such other activities and execute all such documents as may be necessary to terminate this trust and conclude trust administration.

27.9 Collection And Distribution Of Retirement Benefits. In the event pension, IRA or other retirement benefits are payable to a trustee or successor trustee of this trust, then such trustee shall be authorized to collect all such retirement or pension plan benefits and to distribute same as herein designated either by specific reference to such benefits or, failing any specific reference, as part of the residue of the trust estate. In the event retirement benefits are payable to a trustee of any trust that is established for the benefit of a child or other issue of a trustor herein on said trustor's death, the trustee of such trust shall be authorized to collect such benefits, to add them to the trust for such issue, and to administer them as herein directed. The terms "retirement plan" and "IRA" shall include any qualified retirement plan, annuity contract,

or custodial account that is described in Section 403(b) of the Internal Revenue Code or any individual retirement account.

27.10 Non Pro Rata Allocation of Retirement Benefits And Trust Assets. Trustors mutually agree that on the death of the Deceased Spouse, the Surviving Spouse and trustee may enter into an agreement providing for a non pro rata division of community property trust assets and community property non-trust assets in order to accomplish the optimum funding of the Disclaimer Trust if a Disclaimer Trust is established.

28. Trust Protector For Limited Power of Amendment

28.1 Appointment of Trust Protector. In the case of any trust that is designated as irrevocable and unamendable herein, such trust's trustee(s) (hereafter "the trustee") may appoint a Trust Protector with a limited power of amendment pursuant to the provisions of this Paragraph.

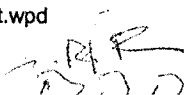
28.2 Purpose of Amendment. Notwithstanding any other provision of this instrument, a Trust Protector, other than any person who has made a gift transfer to such trust or who is a beneficiary of such trust, may from time to time amend or restate this instrument in whole or in part, including such instrument's dispositive, administrative, and other provisions of all kinds, in order to permit the trustee(s):

28.2.1 To deal with tax and other changes in circumstances and/or the law that may affect the trust and/or its beneficiaries. One of the goals of the estate plan set forth in this instrument is to minimize federal estate taxes on the assets subject to this trust.

In the event that the death of the Deceased Spouse or Surviving Spouse occurs during any period in which the estate tax has been repealed, the Trust Protector appointed by the trustee shall have the power to amend any irrevocable portion of this instrument in order to accomplish trustors' tax planning goals.

28.2.2 To respond to changes in the circumstances of a beneficiary or changes in the law relating to special needs trusts or means-tested public benefits (including, but not limited to, Supplemental Security Income (SSI) and Medi-Cal) in order to facilitate a beneficiary's financial eligibility for such benefits, if appropriate, or to preserve such benefits;

28.2.3 To take advantage of changed trust drafting approaches for dealing with potential trust problems or otherwise to improve the clarity of the trust's provisions and efficiency of trust administration;



28.2.4 To remove from the governing instrument any provisions that have become "deadwood" (i.e., no longer appropriate, necessary, or desirable in the ongoing administration of the trust due to changed law or circumstances).

28.3 Restrictions on Amendments. Notwithstanding the foregoing, under no circumstances shall any such amendment:

28.3.1 Extend the period of any such trust's existence beyond an applicable rule against perpetuities limited period;

28.3.2 Result in any direct or indirect financial benefit (or grant of any power of appointment) to any individual who is not at the time of such amendment both:

28.3.2.1 A member of a trustor's family, any lineal descendant of a trustor, any ancestor of a trustor, and any spouse of any of the foregoing; and

28.3.2.2 Already a present or potential future beneficiary of the trust (other than merely through the exercise of a power of appointment) unless the amendment is to provide for after-born or after-adopted children of any such beneficiary;

28.3.3 Result in any direct or indirect financial benefit to the Trust Protector or the creation of a general power of appointment held by the Trust Protector within the meaning of §2041 of the Internal Revenue Code. No power created in this document may be exercised directly or indirectly (a) in favor of the power holder or the creditors, estate, or creditors of the estate of the power holder or (b) in discharge of any legal obligation of the power holder, including any obligation of support, or (c) in any manner which creates any interest in the appointive property or creates any limited power of appointment that can be exercised so as to create any interest in the appointive property which will extend for a period beyond the applicable rule against perpetuities.

28.4 Manner of Appointment of Trust Protector. A Trust Protector shall be appointed by a notarized, written instrument executed by the trustee and delivered to the Trust Protector. No appointment of a Trust Protector shall be effective unless accepted by the Trust Protector.

28.5 Manner of Making Amendments. Any such amendment shall be by a notarized written instrument, executed by the amending Trust Protector and delivered to the then-acting trustee, setting forth the trust or trusts hereunder to which

the amendment applies and the effective date of such amendment. No such amendment shall be effective unless accepted by the then-acting trustee.

28.6 Exculpation. No trustee or Trust Protector shall be liable for any exercise of or failure to exercise this limited power of amendment (or for a release of this power) if such trustee or Trust Protector acted in good faith in taking or failing to take any such action (whether or not requested to do so by any beneficiary or any beneficiary's representative).

28.7 No Duty to Monitor. The Trust Protector shall have no duty to monitor the administration of this trust in order to determine whether any of the powers and discretions conferred by this agreement on the Trust Protector should be exercised. Further, the Trust Protector shall have no duty to keep informed as to the acts or omissions of others or to take any action to prevent or minimize loss.

28.8 Discretionary Distribution of Trusts. If the Trust Protector determines that it would be advisable for any reason, including but not limited to (1) eliminating the cost of continuing the trust held under this instrument or (2) federal or state transfer tax or other tax changes that make the existence of any trust established herein unnecessary or disadvantageous, the Trust Protector may, but need not, terminate the trust in its entirety or as to a part and distribute the entire trust or part to one or more of the persons to whom income or principal of the trust then may be paid as the Trust Protector, in the Trust Protector's sole discretion, determines is advisable. The distribution may be made outright to the distributees, or in trust for such one or more of them in the proportions and subject to the trusts, powers and conditions as the Trust Protector may provide and appoint, specifically referring to this power, as the Trust Protector, in the Trust Protector's sole discretion, determines advisable. If the Trust Protector makes a distribution in trust, contingent interests may be created in, and permissible appointees of a power created may include, only persons who are descendants of trustors or either of them either then living or thereafter born, regardless of whether income or principal of the trust could be paid to a descendant at the time of the distribution. The Trust Protector shall not be liable to any beneficiary for any action taken, or not taken, absent bad faith.

29. Incapacity Of A Trustee

If at any time, either in the discretion of the trustee affected or if so certified in writing by one (1) licensed physician, a trustee has become unable to manage financial resources, whether or not a court of competent jurisdiction has declared the

trustee incompetent, the designated successor trustee shall forthwith replace such incapacitated trustee.

30. Proof of Change of Trustee

For the purposes of proving a change of trustee, whenever a trustee succeeds to office by reason of the incapacity of a co-trustee or predecessor trustee, his succession may be proved by his written and notarized Certification of Successor Trustee. Whenever a trustee succeeds to office by reason of the death of a co-trustee or predecessor trustee, his succession may be proved by his written and notarized Certification of Successor Trustee, accompanied by a certified copy of the death certificate of his co-trustee or predecessor trustee. Whenever a trustee succeeds to office by reason of resignation of a co-trustee or predecessor trustee, his succession may be proved by his written and notarized Certification of Successor Trustee, accompanied by a written Resignation of Trustee, or if the latter cannot be obtained, an appropriate explanation in the Certification of Successor Trustee. Neither successor trustee nor third parties shall have any liability to the trust or any trust beneficiaries for good faith dealings in reliance upon the documentation specified in this Paragraph.

31. Liability of Trustee

No individual trustee named in this trust or designated as authorized in this trust shall be liable to any beneficiary or to any heir of either trustor for the trustee's acts or failure to act, except for willful misconduct or gross negligence.

32. Limitation On Liability Of Successor Trustee

No successor trustee shall be liable for any acts, omissions, or defaults of a predecessor trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary or remainder beneficiary of the trust, no successor trustee shall have any duty to investigate or review any action of a predecessor trustee and may accept the accounting records of the predecessor trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

33. Compensation Of Trustee

The trustees other than Husband and Wife shall be entitled to pay themselves reasonable compensation from the trust from time to time without prior court order.

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34. Accountings By Trustee

34.1 During the lifetime of one or both trustors, no accountings shall be required except at the direction of a trustor, except, that if both trustors are incapacitated, the trustee shall then render a written account annually to each living beneficiary entitled to current income distributions who shall have requested annual accountings in writing; and each remainder beneficiary then in being who shall have requested annual accountings in writing; provided, that if any person entitled to receive an annual accounting is a minor or is under a disability, the annual accounting shall be delivered to his or her parents or the guardian of his or her person if he or she is a minor, or to the conservator of his or her person if he or she is under any other disability if requested to do so; provided, further, that unless any such beneficiary or remainder beneficiary, including parents, guardians, or conservators of beneficiaries and remainder beneficiary shall deliver a written objection to the trustee within ninety (90) days after receipt of an account, it shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries and remainder beneficiary of the trust, including unborn and contingent beneficiaries and remainder beneficiary; provided, further, that after settlement of the account by agreement of the parties objecting to it, or by expiration of the ninety (90) day period, the trustee shall no longer be liable to any beneficiary or remainder beneficiary of the trust in respect to transactions disclosed in the account, except for the willful misconduct or gross negligence of the trustee.

34.2 After the death of both trustors, the trustee shall render a written account annually to each living beneficiary entitled to current income distributions who shall have requested annual accountings in writing; and each remainder beneficiary then in being who shall have requested annual accountings in writing; provided, that if any person entitled to receive an annual accounting is a minor or is under a disability, the annual accounting shall be delivered to his or her parents or the guardian of his or her person if he or she is a minor, or to the conservator of his or her person if he or she is under any other disability; provided, further, that unless any such beneficiary or remainder beneficiary, including parents, guardians, or conservators of beneficiaries and remainder beneficiary shall deliver a written objection to the trustee within ninety (90) days after receipt of an account, it shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries and remainder beneficiary of the trust, including unborn and contingent beneficiaries and remainder beneficiary; provided, further, that after settlement of the account by agreement of the parties objecting to it, or by expiration of the ninety (90) day period, the trustee shall no longer be liable to any

beneficiary or remainder beneficiary of the trust in respect to transactions disclosed in the account, except for the willful misconduct or gross negligence of the trustee.

34.3 Upon a trustee ceasing to act as trustee, the trustee shall render a written account to the living trustors if any, or if no trustor is living, then to each living beneficiary entitled to current income distributions and each remainder beneficiary then in being who shall have requested annual accountings in writing after being notified of the right thereto by the trustee.

35. Special Authority To Husband  
And/Or Wife As Co-Trustee

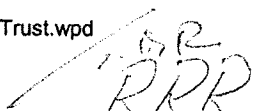
Husband and/or wife, acting as co-trustee, during their joint lifetimes, may, on each one's separate direction alone, or on the separate direction of his or her successor, negotiate securities and bank or savings accounts in routine matters without two signatures being required. Any third party dealing with the trust may rely upon this singular authority without any further evidence.

36. Renunciation of Powers

Each trustee shall have the power to renounce, to disclaim, or to restrict the scope of any power that he may hold in connection with the trust created under this instrument, whether said power is expressly granted in this instrument or implied by law. The trustee shall exercise this power in a written instrument specifying the powers to be renounced, disclaimed, or restricted and the nature of any such restriction. Any renounced or disclaimed power shall pass to and be exercised by the other then-acting trustee, if any, otherwise, it shall be extinguished.

37. Checking Account

While the husband and/or wife are living, the trustee is authorized to maintain as a trust asset a checking account (or checking accounts) in a commercial bank and to deposit into such account any or all net income or principal cash funds from the trust estate which may become payable from time to time to husband and/or wife under the terms of this trust. Husband and/or wife and/or his or her attorney-in-fact are authorized at any and all times to draw checks against this checking account, signed in husband's and/or wife's and/or his or her attorney-in-fact's individual names, and every check so drawn and presented for payment shall be charged to and paid from such account to the extent that the funds on deposit in the account are sufficient to cover such checks. Such checking account, regardless of its fluctuation, shall be considered at all times as a part of the trust estate. While husband and/or wife are living, the trustee



may carry the value of such checking account on its trust records at a nominal value and shall not be responsible for husband's and/or wife's use of or the balance of such checking account.

38. Real Property

Husband and/or wife reserve the right to have complete and unlimited use and control of any real property which may ever constitute an asset of the trust estate and which is occupied by husband and/or wife for residential purposes. Such use and control shall be without rent or other pecuniary accountability to the trustee. As part of such use and control, husband and/or wife and not the trustee shall have the responsibility to manage such property and to pay taxes, insurance, water, rent and all other charges against the property, and may, at his or her option, charge such expenses to the trust estate, or may request reimbursement for any advances made by him and/or her for such purposes.

39. Estate Taxes and Generation-Skipping Transfer (GST) Taxes

All estate or other death taxes (except generation-skipping transfer taxes) that may by reason of a trustor's death be imposed on or by reason of the inclusion of any portion of the trust estate in the gross taxable estate of the trustor under the provisions of any applicable tax law shall be paid by the trustees; provided, that the liability for and burden of state, foreign and federal death taxes shall be apportioned in accordance with applicable federal and state law. Trustors recognize and confirm that such statutes provide that if a beneficiary's gift contributes to the taxable estate, the beneficiary must pay a pro rata share of the tax. However, as an exception, trustors direct that any disposition of property designated "free of tax" shall bear no liability for or burden of state, foreign and federal death taxes. The liability for such taxes attributable to gifts denominated as "free of tax" shall be apportioned among such other beneficiaries pro rata as such beneficiaries' gifts contribute to the taxable estate.

In addition, if any share for a beneficiary is divided into an exempt subshare and non-exempt subshare for GST purposes, the trustee may charge and apportion all estate taxes attributable to the share to the non-exempt subshare.

The trustees' selection of assets to be sold to make the foregoing payments or to satisfy any pecuniary bequests, and the tax effects thereof, shall not be subject to question by any beneficiary. The trustees shall not be liable for the effect of elections or allocations made in good faith.

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"Estate taxes" includes all estate and inheritance taxes, Internal Revenue Code §2032A recapture taxes, and interest and penalties on such taxes. "Estate taxes" shall not include generation-skipping transfer taxes.


Generation-skipping transfer taxes shall be paid as provided by applicable law.

The trustees may, at any time and from time to time, sever and divide on a fractional basis in accordance with I.R.C. Reg. 26.2654-1(b) any trust hereunder into two or more separate trusts and combine two or more trusts hereunder with substantially identical terms (whether or not such trusts were previously separated from one trust). If severed on a fractional basis, the separate trusts need not be funded with a pro rata portion of each asset held by the undivided trust. The trust may be funded on a non pro rata basis provided that funding is based on either the fair market value of the assets on the date of funding or in a manner that fairly reflects the net appreciation or depreciation in the value of the assets measured from the valuation date to the date of funding.

If a trust is held as, or divided into, separate trusts, the trustees may, at any time prior to a combination of such trusts, (i) make different tax elections (including the allocation of the GST exemption) with respect to each separate trust, (ii) expend principal and exercise any other discretionary power with respect to such separate trusts differently, (iii) invest such separate trusts differently, and (iv) take all other actions consistent with such trusts being separate entities. Further, the donee of any power of appointment with respect to a trust so divided may exercise such power differently with respect to the separate trust created by the division.

Trustors anticipate that the trustees may hold property as one or more separate trusts or divide trusts hereunder for both tax and administrative reasons. For example, if after trustor's death the trustee decides to allocate some or all of trustor's GST exemption to a trust or trust established for trustor's issue, the trustee may determine it to be desirable to create separate trusts in order that no trust hereunder has an inclusion ratio (as defined in Section 2642(a)(1) fo the Internal Revenue Code) other than zero or one.

If upon, and as the result of, the death of the beneficiary of any trust established herein (i) a "generation-skipping transfer" would occur but for the provisions of this paragraph, and (ii) no "generation-skipping transfer" would occur were such deceased beneficiary determined to be the "transferor" with respect to such "generation-skipping transfer," then the trustee shall distribute that portion of the balance of such trust remaining upon the death of such beneficiary (including both principal and accrued or undistributed income) that is non-exempt from the generation-skipping transfer tax to

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such one or more persons or entities, including such beneficiary's own estate, and on such terms and conditions, either outright or in trust, and in such proportions, as such beneficiary shall appoint in the manner directed herein. Any portion of the trust estate not effectively appointed hereunder by the beneficiary shall be distributed as directed in the provisions otherwise applicable to the distribution of the trust assets on the death of the beneficiary.

40. Distributions to Trusts

If any distribution to a beneficiary in this instrument would otherwise be distributed to a person for whose benefit a trust is then being administered under this instrument, that part shall instead be added to that trust and shall thereafter be administered according to its terms, except that in the case of any trust that has been partially distributed because of a beneficiary's attainment of a designated age, any addition shall augment proportionally the distributed and the undistributed portions of the trust.

41. Governing Law

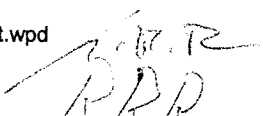
The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of California in force from time to time. This paragraph shall apply regardless of any change of residence of a trustee or any beneficiary or the appointment or substitution of a trustee residing or doing business in another state. However, in the case of assets whose situs is outside of the State of California and where application of local law with respect to such assets would encourage the ease of administration by the trustee, the trustee may select the law of such jurisdiction to apply to the administration of this trust with respect to such assets.

42. Probate Code Section 17000 Et Seq.

The appropriate Superior Court of the State of California shall have jurisdiction for all the purposes set forth in Section 17000 *et seq.* of the California Probate Code, or successor provisions thereto.

43. Definition Of Issue, Child, Children, Etc.

As used in this instrument, the terms "child", "children", "issue", "descendants", and other class gift terms include persons whose membership in the class is based on adoption during minority or on birth out of wedlock provided the person, while a minor, lived as a regular member of the household of the adopting

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parent (either before or after the adoption) or of the relevant natural parent (i.e., the one through whom class membership is claimed), as the case may be or of that parent's parent, sibling, or surviving spouse. Whether a person was a "regular member" of another's household shall be determined in the reasonable discretion of the trustees.

44. Meaning Of Right Of Representation

As used in this instrument, when distribution is to be made "by right of representation" (or "*per stirpes*") or if the manner of distribution to issue or descendants is not specified, the property is to be divided into as many equal shares as there are living children of the designated ancestor, if any, and deceased children who leave issue then living. Each living child of the designated ancestor is allocated one share, and the share of each deceased child who leaves issue then living is divided in the same manner, all as provided in Section 246 of the Probate Code.

45. Gender

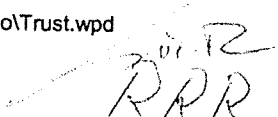
As used in this instrument, the masculine, feminine, or neuter gender, and the singular or plural number shall each include the others whenever the context so indicates.

46. No Contest Clause

46.1 If any beneficiary or beneficiaries under this instrument shall, singly or in conjunction with any other person or persons, contest or attack this instrument or any amendment hereto in any manner or attempt to have this instrument or any amendment hereto, or any trust hereunder, or any of the provisions of any trust, or any of the beneficial interests created by it declared invalid, then the right of that person to take any interest given to such person by this instrument or any amendment hereto shall be determined as it would have been determined had such person predeceased the execution of this instrument without surviving issue. The provisions of this paragraph shall not apply to (1) either trustor or (2) any disclaimer or release by any person of any power or benefit under this trust.

46.2 Except as otherwise provided in this instrument, the trustors have intentionally and with full knowledge omitted to provide for the trustors' heirs.

46.3 The trustees are authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this instrument, or any trust hereunder, or any of the provisions of any such trust hereunder.

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47. S Corporations

47.1 Purpose. The purpose of this Paragraph is to permit the trustee of any trust established under this Trust Agreement (the "Master Trust") to segregate shares of an S Corporation (as defined in the Internal Revenue Code) from other trust assets and to hold such shares in a separate trust (an "S Corporation Trust") which will meet the requirements of a Qualified Subchapter S Trust (as defined in the Internal Revenue Code). The provisions of this Paragraph shall be construed as required to achieve this purpose.

47.2 S Corporation Stock. If there would otherwise be allocated to any Master Trust any shares of a corporation then treated as an S Corporation, or if during the administration of any Master Trust the trust estate should include shares of a corporation which proposes to elect S Corporation status, the trustee may, in the trustee's discretion and with the beneficiary's consent, allocate such shares to a separate S Corporation Trust.

47.3 Trust Terms. The trustee shall hold, administer and distribute all property held in an S Corporation Trust on the same terms and conditions as provided in this Agreement for the Master Trust from which the S Corporation Trust property was segregated, except that:

47.3.1 During the trust term, the net income of the trust estate shall be distributed to the primary beneficiary no less frequently than annually.

47.3.2 During the trust term, no principal of the trust estate shall be distributed to anyone other than the primary beneficiary.

47.3.3 The trust shall terminate at the time specified in the Master Trust, or upon the death of the primary beneficiary, whichever event occurs first. If such termination occurs during the lifetime of the primary beneficiary the remaining balance of the trust estate shall be distributed to the primary beneficiary. If such termination occurs upon the death of the primary beneficiary, the remaining balance of the trust estate shall, subject to the provisions of this Paragraph, be allocated and distributed or retained in trust in the same manner as provided for the Master Trust estate upon such death.

47.4 Savings Clause. The trustee shall administer this Agreement only in a manner consistent with treatment of any S Corporation Trust as a Qualified Subchapter S Trust. The trustee shall have all powers and discretions reasonably required to effect such treatment. The trustee shall not exercise any power or discretion granted in this Agreement if such exercise would be inconsistent with such treatment.

48. Payments "For the Benefit" of a Beneficiary

If a trustee is permitted to make payments "for the benefit" of a beneficiary, the trustee, in the trustee's discretion, may make payments to third parties who provide goods or services to the beneficiary, or may make payments in further trust for such beneficiary, or to the trustee of a trust for such beneficiary with the same or similar terms and conditions which is then in existence.

The trustee shall have no power under this paragraph that would result in any direct or indirect financial benefit to the trustee or the creation of a general power of appointment held by the trustee within the meaning of §2041 of the Internal Revenue Code. This power shall not be exercised directly or indirectly (a) in favor of the power holder or the creditors, estate, or creditors of the estate of the power holder or (b) in discharge of any legal obligation of the power holder, including any obligation of support, or (c) in any manner which creates any interest in the appointive property or creates any limited power of appointment that can be exercised so as to create any interest in the appointive property which will extend for a period beyond the applicable rule against perpetuities.

49. Distribution of an Item No Longer Owned

Whenever this trust directs the distribution, on the death of a trustor, of an item, other than cash, that is no longer owned by the trust estate on the death of a trustor or as a result of the death of a trustor, that gift shall lapse and shall not be replaced by another distribution, unless specifically otherwise stated herein.

50. Gifts Not Advancements

A distribution to a beneficiary under the provisions of this trust shall not be reduced by any gift(s) that trustors, or either of them, have made to that beneficiary during trustors' lifetimes after this agreement is executed, unless trustors, or either of them, or any agent or trustee acting on behalf of trustors, states in a writing specifically referencing the lifetime gift that such gift is an advancement to that beneficiary.

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51. Name Of Trust During Joint Lifetimes Of Trustors

The trust created in this instrument, including amendments and restatements thereto, may be referred to as The Roberto Family Trust during the lifetimes of either and both trustors.

Executed on this 12 day of July, 2012  
at MILL VALLEY, California.

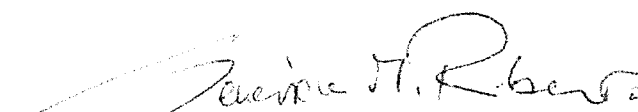
  
\_\_\_\_\_  
RONALD R. ROBERTO, Trustee

  
\_\_\_\_\_  
GENEVIEVE M. ROBERTO, Trustee

We certify that we have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the trustees. We approve the Declaration of Trust in all particulars and request that the trustees execute it.

Dated: July 12, 2012

  
\_\_\_\_\_  
RONALD R. ROBERTO, Trustor

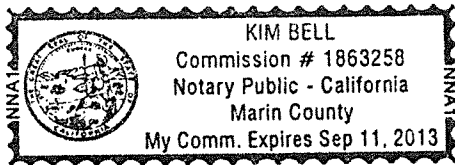
  
\_\_\_\_\_  
GENEVIEVE M. ROBERTO, Trustor

STATE OF CALIFORNIA )  
 )  
COUNTY OF MARIN ) ss.

On this 12 day of July, 2012, before me, Kim Bell, Notary Public, personally appeared RONALD R. ROBERTO and GENEVIEVE M. ROBERTO, 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.



Kim Bell

A handwritten signature in black ink, appearing to read "Kim Bell", written over a horizontal line.

THE ROBERTO FAMILY TRUST

Schedule A

All assets owned by trustors now or in the future (except life insurance and retirement plans, the dispositions of which are determined by beneficiary designations separate from the Trust) including, without limitation, the following:

Real Property

1. Improved real property commonly known as 1799 Lagoon View Drive, Tiburon, California.
2. Improved real property commonly known as 1816 Cedar Street, Calistoga, California.
3. Improved real property commonly known as 2412 Citrine Way, Santa Rosa, California.

Stocks and Bonds

1. All of trustors' shares of AT&T stock  
Account No: C0012002211
2. All of trustors' shares of PG&E stock  
BNY Mellon Account Nos: ROBERTO-ROBARO100  
ROBERTO-RONA-0100
3. All of trustors' shares of Vodafone stock  
Group PLC Account Nos: ROBERTO-ROBARO100  
ROBERTO-GENEM100
4. All of trustors' shares of Templeton stock  
Account No: 101-184 257 0162

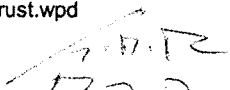
*[Handwritten signature]*  
7777



5. All of trustors' USAA bonds  
Account Nos: 000655787  
007958088
  
6. All of trustors' Franklin California Tax-Free Fund  
BancWest Investment Services Account No: AYA-062761

Cash and Accounts

1. Patelco, Checking  
Account No: 30 26920
  
2. HSBC France, Checking  
Account No: 00 3000 27040
  
3. HSBC France, Savings  
Account Nos: 300 56 000 30 300 253 329  
300 56 000 30 003 002 53357
  
4. Bank of the West, Checking  
Account No: 042 039 362
  
5. Bank of the West, Savings  
Account No: 018 961 052
  
6. Bank of the West, Certificates of Deposit  
Account Nos: 4 000 211 904  
4 000 211 946  
003 000 73



7. Union Bank, Certificates of Deposit

Account Nos : 001 9355 536

054 902 0865

054 902 0683

054 902 0543

054 901 9917

054 900 0669

495 024 8968

495 026 5970

495 023 3638

8. USAA Federal Savings Bank, Certificates of Deposit

Account Nos: 0600 3594

0600 2763

0600 6802

0600 0792

0600 1795

0600 8789

0600 4922

0600 8735

0600 0956

9. All cash on hand

10. All of Trustors' funds on deposit in banks and other savings institutions (other than retirement accounts and life insurance), including but not limited to checking accounts, savings accounts, savings certificates, money market funds, and certificates of deposit (in addition to any funds more particularly identified above).

Tangible Personal Property

Furniture, furnishings, household goods, trustors' interest in personal automobiles, trucks, jewelry, silver, books, pictures, works of art, paintings, antiques, and other tangible personal property located primarily at 1799 Lagoon View Drive, Tiburon, California, and elsewhere.

Handwritten signature and initials, possibly "R.R.R." and "D.D.D.", in black ink.

Acceptance of Property

Trustors and trustees declare that the foregoing property is hereby accepted and received to this trust and that this declaration was executed on the 12 day of JULY, 2012, at Mill Valley, California.

TRUSTORS:

Ronald R. Roberto  
RONALD R. ROBERTO

Genevieve M. Roberto  
GENEVIEVE M. ROBERTO

TRUSTEES:

Ronald R. Roberto  
RONALD R. ROBERTO

Genevieve M. Roberto  
GENEVIEVE M. ROBERTO