

DWAINE OLIVER GARRISON AND RUBY EVELYN  
GARRISON REVOCABLE TRUST DATED APRIL 23,

1991

ARTICLE ONE

CREATION OF TRUST

1.1. Declaration. Dwaine Oliver Garrison and Ruby Evelyn Garrison, husband and wife, of Santa Clara County, California, who are herein referred to as "the settlors" or "the trustees," depending on the context, hereby declare that they hold certain property (the "trust estate") in trust, to be held, administered, and distributed according to the terms of this instrument.

1.2. Names of Trusts. The trusts created by this instrument shall be known collectively as the Dwaine Oliver Garrison and Ruby Evelyn Garrison Revocable Trust dated April 23, 1991, and each separate trust created under this instrument shall be referred to by adding the name or designation of that separate trust as it appears in the appropriate section of this instrument.

1.3. Effective Date. This declaration shall be effective immediately on execution by all the parties.

1.4. Previous Marriages. Dwaine Oliver Garrison was previously married to Kathleen Garrison, but that marriage was dissolved by a judgment in 1943. Ruby Evelyn Garrison was previously married to Therman Clopton, but that marriage was dissolved by a judgment in 1944.

1.5. Identification of Living Children. The settlors have one living child, Charlotte D. Garrison-Reinhard, born April 8, 1950. Ruby Evelyn Garrison has two living children, as follows:

<u>Name</u>	<u>Date of Birth</u>	<u>Father</u>
Barbara E. Clopton-Owens	3/23/43	Therman Clopton
Kay Lynn clopton-Winningham	10/14/44	Therman Clopton

1.6. Identification of Deceased Child. The settlors have no deceased children in common. Dwaine Oliver Garrison has one deceased child, Larry D. Garrison, who died November 24, 1993, and whose mother was Kathleen Garrison.

1.7. Definitions of Child, Children, and Issue. As used in this instrument, the terms "child" and "children" refer to all persons referred to in California Probate Code Section 26, as in effect at the time of execution of this instrument, and the term "issue" refers to all persons referred to in California Probate Code Section 50, as in effect at the time of execution of this instrument. However, it is the intention of the settlors to exclude from the definition of "child" and "children," the living children of Ruby Evelyn Garrison who are not children of both of the settlors, and to exclude from the definition of "issue," any issue from those children or from the deceased child of Dwaine Oliver Garrison who is not a child of both of the settlors.

ARTICLE TWO  
TRUST ESTATE

2.1. Definition of Trust Estate. All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed as provided in this instrument. The trustee shall hold, administer, and distribute the property described in the Schedule of Community Property Assets (which is attached hereto and made a part of this trust instrument), any other property that may be hereafter subject to this trust, and the income and proceeds attributable to all such property, in accordance with the provisions of this instrument.

2.2. Character of Trust Assets. All community property of the settlors transferred to this trust, and the proceeds of all such property, shall continue to be community property under the laws of California, subject to the provisions of this instrument. All separate and quasi-community property shall remain the separate or quasi-community property, respectively, of the contributing settlor.

2.3. Nonprobate Transfers of Community Property. The consent of the settlors to the transfer of any community property assets subject to this trust shall be governed solely by the terms of this trust instrument. California Probate Code Sections 5010 through 5032 (or any successor sections), dealing with nonprobate transfers of community property, shall be inapplicable to any trust created by this instrument.

2.4. Additions to Trust. From time to time, the trustee may accept additions to this trust from any source. All such additions shall become part of the trust estate and shall be held, administered, and distributed in accordance with the terms of this instrument. That additional property shall become part of the trust estate on written acceptance of it by the trustee. Any additions to the trust shall be made by designating in writing the property to be added. However, the titling of any account, deed, or similar asset in the name of the trustee, as trustee of this trust, or any alternate or successor trustee acting under this instrument, shall be deemed to be a transfer to this trust. Any designation by a third party, whether by will, deed, account title designation, or similar transfer, shall also be a transfer to the trust estate.

## ARTICLE THREE

### RIGHTS AND POWERS OF SETTLORS

#### 3.1. Power of Revocation While Both Settlors Are Living.

During the joint lifetimes of the settlors, any trust created by this instrument may be amended, revoked, or terminated, in whole or in part, by either settlor acting alone, as to any separate and quasi-community property of that settlor and any community property of the settlors. However, any modification of the rights and interest of either settlor in community property during the marriage of the settlors may be made only with the joinder or consent of both settlors.

3.2. Power of Revocation and Amendment After Death of Deceased Settlor. After the death of the deceased settlor, the surviving settlor may at any time amend, revoke, or terminate, in whole or in part, the Survivor's Trust. All other trusts shall become irrevocable and shall not be subject to amendment after the death of the deceased settlor.

3.3. Method of Revocation or Amendment. Any amendment, revocation, or termination of any trust created by this instrument shall be made by written instrument signed by both settlors or by the settlor making the revocation, amendment, or termination, and delivered to the trustee. If the instrument making the revocation, amendment, or termination is signed by only one settlor and the other settlor is living at that time, a copy of the instrument making the amendment, revocation, or termination shall also be delivered to the other settlor. An exercise of the power of amendment substantially affecting the duties, rights, and liabilities of the trustee shall be effective only if agreed to by the trustee in writing.

3.4. Delivery of Property After Revocation. After any revocation or termination with respect to community property, the trustee shall promptly deliver the designated property to the settlors. Unless otherwise provided in the revocation or this trust instrument, any community property so returned shall continue to be the community property of the settlors. After any revocation or termination with respect to separate or quasi-community property, the trustee shall promptly deliver the

designated property to the contributing settlor.

3.5. Trustee's Retention of Assets on Revocation. In the event of any revocation of all or part of the trust, the trustee shall be entitled to retain sufficient assets to reasonably secure the payment of liabilities the trustee has lawfully incurred in administering the trust and any fees that have been earned by the trustee, until such time as those liabilities have been discharged and fees paid, unless the settlors indemnify the trustee against loss or expense.

3.6. Settlors' Power to Approve Investments While Both Settlors Are Living. Notwithstanding any other provision in this instrument, during the joint lifetimes of the settlors, the trustee shall not sell, exchange, or invest trust property without obtaining prior written approval as follows:

- (a) The approval of either settlor for investments of the portion of the trust estate that is the settlors' community property.
- (b) The approval of the settlor whose separate property or quasi-community property comprises any portion of the trust estate for investments of that property.

3.7. Power to Approve Investments After Death of Deceased Settlor. After the death of the deceased settlor, the trustee shall not sell, exchange, or invest property of the Survivor's Trust without obtaining the surviving settlor's prior written approval. The trustee need not obtain any person's prior approval of sales, exchanges, or investments of property of any other trust created under this instrument. After the death of the surviving settlor, the trustee need not obtain any person's

prior approval of sales, exchanges, or investments of any trust property.

3.8. Settlors' Power to Borrow From Trust Estate While Both Settlors Are Living. Notwithstanding any other provision in this instrument, during the joint lifetimes of the settlors, income or principal of the trust estate may be borrowed with or without security, as provided in this section. The loans shall be in such amounts and on such terms as specified in a signed writing filed with the trustee.

(a) The settlors, acting jointly, shall have the power to borrow from the portion of the trust estate that is the settlors' community property. Both settlors shall be required to sign the writing filed with the trustee.

(b) A settlor whose separate property or quasi-community property comprises any portion of the trust estate shall have the power to borrow from that portion of the trust estate.

3.9. Power to Borrow From Trust Estate After Death of Deceased Settlor. After the death of the deceased settlor, the surviving settlor may borrow, with or without security, from the income or principal of the Survivor's Trust, such amounts on such terms as he or she specifies in a signed writing filed with the trustee.

## ARTICLE FOUR

### DISTRIBUTIONS DURING SETTLORS' JOINT LIVES

4.1. Payment of Income During Settlors' Joint Lives. So

long as both settlors are living, the trustee shall pay the net income of the trust as specified in this section.

(a) Community Property. The trustee shall pay to or apply for the benefit of the settlors, or either of them, all of the net income from the trust community property, in monthly or other convenient installments (but not less often than annually) as the settlors, or either of them, and the trustee may agree on from time to time.

(b) Separate and Quasi-Community Property. The trustee shall pay to or apply for the benefit of a settlor whose separate property or quasi-community property comprises part of the trust estate all of the net income from that property, in monthly or other convenient installments (but not less often than annually) as that settlor and the trustee may agree on from time to time.

4.2. Distributions of Principal During Settlors' Joint Lives. So long as both settlors are living, the trustee shall distribute principal of the trust, at any time or times, as specified in this section.

(a) Community Property. The trustee shall distribute to or apply for the benefit of the settlors, or either of them, as much of the principal of the community property of the trust as the trustee, in the trustee's discretion, deems necessary for the comfort, welfare, and happiness of the settlors, or either of them.

(b) Separate and Quasi-Community Property. The trustee shall distribute to or apply for the benefit of either settlor as much of the principal of the separate and quasi-community property of that settlor as the trustee, in the trustee's discretion, deems proper for the comfort, welfare, and happiness of that settlor.

(c) Consideration of Other Resources When Distributing Principal. In exercising discretion under subsections (a) and (b), the trustee shall give the consideration that the trustee deems proper to all other income and resources then readily available for use by the settlor or settlors, as the case may be, for the stated purposes and that are then known to the trustee. All decisions of the trustee regarding such payments, if any, are within the trustee's discretion and shall be

final and incontestable by anyone.

4.3. Distributions of Principal at Request of Settlers. So long as both settlors are living, the settlors shall have the right to withdraw principal of the trust, at any time or time, as specified in this section.

(a) Community Property. The trustee shall distribute to the settlors, or either of them, such amounts from the principal of the community property of the trust, up to the whole thereof, as the settlors, or either of them, may request of the trustee in writing.

(b) Separate and Quasi-Community Property. The trustee shall distribute to a settlor whose separate or quasi-community property comprises part of the trust estate as much of the principal of that property, up to the whole thereof, as that settlor may request of the trustee in writing.

4.4. Settlors' Obligation for Community Property

Distributed. Any payment of income or principal from the trust community property to or for the benefit of the settlors, or either of them, shall remain the community property of the settlors. A settlor who receives any such payment shall have the same obligations respecting that property that he or she would have with respect to all community property generally.

4.5. Requests in Behalf of a Settlor Unable to Do So Personally. If, at any time, either settlor is unable personally to make a request of the trustee to withdraw principal of the trust, that settlor's right to make the request may be exercised for or in behalf of that settlor by an attorney in fact who, at the time of the exercise, is duly appointed and acting for that settlor under a valid and enforceable durable power of attorney executed by the settlor under the Uniform Durable Power of

Attorney Act, or any successor statute. If there is no such attorney in fact, then the trustee shall have the discretion to make any principal distribution to or for the benefit of that settlor that the settlor could have requested personally if he or she were able to do so. In making any principal distribution under this section (whether pursuant to a request by an attorney in fact or not), the trustee shall pay as much of the principal as the trustee, in the trustee's discretion, deems necessary for that settlor's health, education, support, and maintenance. The trustee shall have discretion to determine when a settlor is unable personally to request income payments from the trustee for purposes of this section.

## ARTICLE FIVE

### DIVISION INTO SHARES AND INITIAL DISTRIBUTIONS

#### AFTER DECEASED SETTLOR'S DEATH

5.1. Payment of Death Taxes, Debts, and Expenses on Statement From Personal Representative. After the deceased settlor's death, on receipt by the trustee of a written statement from the personal representative of the deceased settlor's estate requesting that the trustee pay death taxes, debts, and expenses (as defined in Article Eight), with respect to any property in the deceased settlor's estate, the trustee shall pay, either directly or to the personal representative, any amounts requested by the personal representative for those purposes, in the manner specified below. The trustee may rely on the personal

representative's statement and shall not be liable for any act or omission by the personal representative in protesting or failing to protest the legality, propriety, or amount of the death taxes, debts, or expenses. If there is no personal representative, the trustee shall make the payments directly. Payments of debts and expenses shall be made by the trustee from the trust estate.

Payment of any debts allocable against the separate property of the deceased settlor shall be charged against the Nonmarital Share (as defined below in this article). Debts allocable against community property shall be allocated to the Survivor's Share and the Nonmarital Share in accordance with California law in effect at the date of the deceased settlor's death, so long as charges against the Survivor's Share do not exceed the value of community property allocable to that share. All death taxes payable by reason of the death of the deceased settlor shall also be paid by the trustee from the trust estate. Payments of death taxes and expenses shall be charged to the Nonmarital Share, except for any death taxes that are attributable to a disclaimer of property under this instrument by the surviving settlor, which shall be paid from the Disclaimer Trust. The trustee shall not pay death taxes, debts, and expenses or other obligations of the deceased settlor or the deceased settlor's estate from proceeds of insurance policies on the deceased settlor's life if making those payments would be the sole cause of the proceeds being includable in the deceased settlor's gross estate for federal estate tax purposes.

5.2. Trustee's Power to Defer Division or Distribution.

Whenever the trustee is directed to divide any part of the trust estate or distribute trust assets on the death of either settlor, the trustee may, in the trustee's discretion, defer actual division or distribution for a period not exceeding six (6) months after that settlor's death. The ability of the trustee to delay division or distribution shall not affect the vesting of interests, which shall be as of the date of death.

5.3. Division of Trust Estate After Death of Deceased

Settlor. On the death of the deceased settlor, the trustee shall divide the trust estate, including any additions made to it by reason of the deceased settlor's death, such as from the deceased settlor's estate or policies of life insurance on his or her life, into three shares, hereafter referred to as the Survivor's Share, the Marital Deduction Share, and the Nonmarital Share.

(a) The Survivor's Share shall consist of the portion of the trust estate consisting of the surviving settlor's one half (1/2) interest in the settlors' community property, the surviving settlor's one half (1/2) interest in the deceased settlor's quasi-community property, and all of the surviving settlor's separate property and quasi-community property.

(b) The Survivor's Share shall be held, administered, and distributed by the trustee according to the terms of the Survivor's Trust as set forth in Article Six.

(c) The Nonmarital Share shall consist of the largest amount, if any, of property (excluding assets included in the Survivor's Share) that can pass free of federal estate tax by reason of (1) the unified credit available to the estate of the deceased settlor; (2) the credit for state death taxes available to the estate of the deceased settlor, to the extent that the use of that credit does not result in or increase any death tax payable to any state; and (3) any other

allowable credits available to the estate of the deceased settlor (except the credit for tax on prior transfers from a "transferor," as defined in Internal Revenue Code Section 2013, who dies within two years after the death of the deceased settlor), but only to the extent that those credits do not disqualify the Marital Deduction Share from receiving the marital deduction. Any qualified disclaimer made by the surviving settlor shall be disregarded in determining this amount. The amount of this pecuniary gift may be affected by a number of considerations, including but not limited to the following:

- (1) The net value of all property disposed of by this trust instrument, the will of the deceased settlor, or otherwise that is included in the gross estate of the deceased settlor for federal estate tax purposes and that does not qualify for the federal estate tax marital or charitable deduction;
- (2) The value of all property disposed of by the deceased settlor that constitutes "adjusted taxable gifts";
- (3) All charges to principal that are deductible under Internal Revenue Code Section 2053 but that are not deducted in computing the federal estate tax liability for the gross estate of the deceased settlor; and
- (4) Actions of the deceased settlor's executor in exercising certain tax elections.

Because of the foregoing factors it is possible that no property will pass to the Nonmarital Share.

- (d) The Nonmarital Share shall be held, administered, and distributed according to the terms of the Bypass Trust as set forth in Article Six.
- (e) The Marital Deduction Share shall consist of all assets not allocated to the Survivor's Share or the Nonmarital Share under the formula specified in this section.
- (f) The Marital Deduction Share shall be held, administered, and distributed according to the terms of the Survivor's Trust as set forth in Article Six.

#### 5.4. Allocation and Valuation of Assets. In allocating

assets between the Marital Deduction Share and the Nonmarital Share, the trustee shall allocate the trust assets that qualify for the marital deduction between the Marital Deduction Share and the Nonmarital Share in cash or in kind, or partly in each, on a pro rata or non pro rata basis, and in undivided interests or not; subject, however, to the following:

(a) Qualification for Marital Deduction. Only assets that qualify for the marital deduction shall be allocated to the Marital Deduction Share.

(b) Valuations of Allocations in Kind. Assets allocated in kind shall be valued for purposes of allocation on the date or dates of distribution.

(c) Foreign Death Tax Credit. The trustee shall not allocate assets that qualify for the foreign death tax credit to the Marital Deduction Share unless all other assets or interests available for allocation have been so allocated.

(d) Insurance Policies. Any incidents of ownership to a policy of insurance on the life of a person other than the deceased settlor shall be allocated to the Nonmarital Share.

(e) Section 303 Stock. The trustee is requested, but not required, to allocate to the Nonmarital Share the maximum number of shares of stock that qualify and will be used for redemption under Section 303 of the Internal Revenue Code; provided, however, that the trustee shall consider the likely effect of Section 303(b)(2) of the Internal Revenue Code on the estate of the surviving settlor.

5.5. Intention That Marital Deduction Share Qualify for Marital Deduction. The settlors intend that the Marital Deduction Share qualify for the federal estate tax marital deduction and this instrument shall be construed accordingly. No fiduciary shall take any action or exercise any power that may impair the federal estate tax marital deduction.

5.6. Disclaimer of Property. Any property or portion of property that is disclaimed by the surviving settlor shall be held, administered, or distributed according to the terms of the Disclaimer Trust, as set forth in Article Six.

ARTICLE SIX  
DISPOSITIVE PROVISIONS OF TRUSTS CREATED  
AFTER DECEASED SETTLOR'S DEATH

6.1. Survivor's Trust. The trustee shall hold, administer, and distribute the assets of the Survivor's Trust as follows:

(a) Payment of Income. The trustee shall pay to or apply for the benefit of the surviving settlor, so long as the surviving settlor lives, the entire net income of the trust, in monthly or other convenient installments agreed on by the surviving settlor and the trustee, but not less often than annually. In determining the net income of the trust distributable to the surviving settlor, the trustee shall include all income that must be considered as income in order for the trust to qualify for the marital deduction under the federal estate tax law, and shall make no deductions from gross income that would prevent the trust from qualifying for that marital deduction, notwithstanding any contrary provisions of this instrument or any applicable provisions of state law. It is the intention of the settlors that the surviving settlor, as the beneficiary of a marital deduction trust, shall have substantially that degree of beneficial enjoyment of the trust during his or her lifetime that the principles of the law of trusts accord to a person who is unqualifiedly designated as the life beneficiary of a trust, and the trustee shall not exercise the trustee's discretion in a manner that is not in accord with this expressed intention. It is also the intention of the settlors that the trust produce for the surviving settlor during his or her lifetime the income, or that the surviving settlor shall have the benefit of the trust property, as is consistent with the value of the trust property and with its preservation.

(b) Discretionary Payment of Principal by Trustee. At any time or times during the trust term, the trustee shall pay to or apply for the benefit of the surviving settlor so much of the principal of the trust as the trustee deems proper for the comfort, welfare, and happiness of the surviving settlor. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources that are then known to the trustee and that are readily available to the surviving settlor. All decisions of the trustee regarding payments under this

subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone.

(c) Right of Surviving Settlor to Withdraw Principal. The trustee shall pay to the surviving settlor as much of the trust principal as the surviving settlor may from time to time demand in a signed writing delivered to the trustee.

(d) General Power of Appointment. On the death of the surviving settlor, the trustee shall distribute all property subject to the trust (including the trust principal, all net income then held by the trustee, and all income then accrued but not collected by the trustee) to any entity or entities, person or persons, and on any trust, terms and conditions, or to or in favor of the estate of the surviving settlor, as the surviving settlor may direct by will, but only if that will expressly refers to and indicates an intention to exercise this power of appointment. The trustee may rely on any instrument admitted to probate as the last will of the surviving settlor in carrying out the terms of the power of appointment and shall not be liable for any good-faith act in reliance on that will, even if for any reason it is later determined to be invalid with respect to its purported exercise of this power of appointment. If the trustee receives no notice of the existence of a will of the surviving settlor within six (6) months after the death of the surviving settlor the trustee may distribute the trust assets and income as though this power of appointment had not been exercised and shall in that event be conclusively presumed to have acted in good faith, even if a valid will is thereafter discovered.

(e) Payment of Death Taxes, Debts, and Expenses. On the death of the surviving settlor and subject to any power of appointment exercised by him or her, the trustee, in the trustee's discretion, may pay out of the income or principal (or partly from each) of the Survivor's Trust the death taxes, debts, and expenses (as defined in Article Eight) arising on the death of the surviving settlor unless the trustee determines that other adequate provisions have been made for the payment of these taxes, debts, and expenses.

(f) Default Provision. If any of the property subject to the power of appointment of the surviving settlor is not effectively appointed by him or her, that property, after payment of any taxes, debts, and expenses pursuant to the applicable provisions of this

instrument, shall be distributed in the manner specified in Section 6.3 of this trust instrument applicable to the remainder provisions of the Bypass Trust. However, the property disposed of pursuant to this subsection shall not be considered to be part of the Bypass Trust unless this trust and the Bypass Trust have the same inclusion ratios for federal generation-skipping transfer tax purposes.

6.2. Disposition of Bypass Trust Until Death of Surviving Settlor. During the lifetime of the surviving settlor, the trustee shall hold, administer, and distribute the assets of the Bypass Trust as follows:

(a) Discretionary Payment of Income and Principal by Trustee. At any time or times, the trustee shall pay to or apply for the benefit of the surviving settlor so much of the net income and principal of the trust as the trustee deems proper to pay the reasonable expenses of the surviving settlor for his or her health, education, support, and maintenance. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources that are then known to the trustee and that are readily available to the surviving settlor for use for these purposes. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone. The trustee shall accumulate and add to principal any net income not distributed.

(b) Limitation on Discretionary Payment of Principal by Trustee. Notwithstanding the provisions of the preceding subsection, the trustee shall not make discretionary payments of principal from the Bypass Trust to the surviving settlor unless the principal of the Survivor's Trust Trust has been exhausted.

6.3. Disposition of Bypass Trust on Death of Surviving Settlor. On the death of the surviving settlor, the trustee shall hold, administer, and distribute the assets of the Bypass

Trust as follows:

- (a) If the settlors' daughter Charlotte D. Garrison-Reinhard ("Charlotte") survives the surviving settlor, the trustee shall distribute the property (including all income then accrued but uncollected and all income then remaining in the hands of the trustee) outright to Charlotte.
- (b) If Charlotte does not survive the surviving settlor but issue of Charlotte survive the surviving settlor, the trustee shall distribute the trust property outright to those issue in the manner provided in California Probate Code Section 240. However, if an individual issue has not reached the age of 18 years at the death of the surviving settlor, the trustee shall continue to hold, administer, and distribute that issue's share in a separate trust for that issue according to the terms set forth in Article Six applicable to the Separate Share Trust for Issue.
- (c) If Charlotte does not survive the surviving settlor and leaves no issue who survive the surviving settlor, the trustee shall distribute the trust property to the settlors' grandchildren.
- (d) If the trust estate is not completely disposed of by the preceding provisions, the undisposed of portion shall be distributed outright as follows: one half (1/2) to the heirs of the deceased settlor and one half (1/2) to the heirs of the surviving settlor.

6.4. Disclaimer Trust. The trustee shall hold, administer, and distribute the assets of the Disclaimer Trust as follows:

- (a) Payment of Income. The trustee shall pay to or apply for the benefit of the surviving settlor the entire net income of the trust, in monthly or other convenient installments as agreed on by the surviving settlor and the trustee, but not less often than annually.
- (b) Discretionary Payment of Principal by Trustee. At any time or times during the trust term, the trustee shall pay to or apply for the benefit of the surviving settlor so much of the principal of the trust as the trustee deems proper to pay the reasonable expenses of the surviving settlor for his or her health, education, support, and maintenance. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources

that are known to the trustee and that are readily available to the surviving settlor for use for these purposes. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone.

(c) Distribution of Remainder. On the death of the surviving settlor, the trustee shall distribute all the property subject to the trust (including all income then accrued but uncollected and all net income then remaining in the hands of the trustee) in the manner specified in Section 6.3 of this trust instrument applicable to the remainder provisions of the Bypass Trust. However, the property disposed of pursuant to this subsection shall not be considered to be part of the Bypass Trust unless this trust and the Bypass Trust have the same inclusion ratios for federal generation-skipping transfer tax purposes.

6.5. Separate Share Trust for Issue. Each portion or share of the trust estate, or of the trust property of any other trust created by this trust instrument, that is allocated to a Separate Share Trust for Issue for the benefit of the beneficiary (as defined in subsection (a), below) when that beneficiary is under the age of eighteen (18) years shall be held, administered, and distributed by the trustee as a separate trust, as follows:

(a) Beneficiary. The beneficiary of this trust is the individual issue of a deceased child of the settlors or the individual issue of the settlors, as the case may be, for whom this trust is created pursuant to the other provisions of this trust instrument.

(b) Discretionary Payments. At any time or times during the trust term, the trustee shall pay to or apply for the benefit of the beneficiary so much of the net income and principal of the trust as the trustee deems proper for that beneficiary's comfort, welfare, and happiness. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources that are known to the trustee and that are readily available to the beneficiary for use for these purposes. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion

and shall be final and uncontested by anyone. The trustee shall accumulate and add to principal any net income not distributed.

(c) Distribution on Termination. The trust shall terminate on the beneficiary reaching 18 years of age or on the death of the beneficiary, whichever occurs first. If the trust terminates on the beneficiary reaching 18 years of age, the trustee shall distribute the trust property (including all income then accrued but uncollected and all net income then remaining in the hands of the trustee) to the beneficiary outright. If the trust terminates on the death of the beneficiary, the trustee shall distribute the trust property to the then-living issue of the beneficiary in the manner provided in California Probate Code Section 240 or if the beneficiary has no issue then living, to the then-living issue of that deceased child who is the ancestor of the beneficiary, with those issue taking in the manner provided in California Probate Code Section 240.

(d) Final Disposition. If the trust property is not completely disposed of by the preceding provisions, the undisposed of portion shall be distributed outright as follows: one half (1/2) to the heirs of the deceased settlor and one half (1/2) to the heirs of the surviving settlor.

6.6. Spendthrift Clause. The interests of the beneficiaries under this instrument are not transferable by voluntary or involuntary assignment or by operation of law, and shall be free from the claims of creditors and from attachment, execution, bankruptcy, and other legal process, to the maximum extent permitted by law. If any such transfer is made or attempted by or against any beneficiary, all further trust payments of income or principal or both to that beneficiary (and any right of that beneficiary to such payments) shall be suspended for a period of time or indefinitely (but in no case for longer than the term of the trust) as the trustee determines. In lieu of payments to that beneficiary, the trustee may apply so

much of the trust income or principal or both to which the beneficiary would otherwise be entitled as the trustee deems necessary for the beneficiary's education and support. All trust income (to which the beneficiary would otherwise be entitled) not so applied shall in the discretion of the trustee be accumulated and added to trust principal at such time or times as the trustee deems proper. Notwithstanding anything to the contrary in this section of this instrument, the surviving settlor shall be paid all income to which he or she is entitled under the Survivor's Trust.

6.7. Administration of Generation-Skipping Trusts. The provisions of this section apply to any trust under this instrument that is created on the deceased settlor's death and in which there is property that is or may become subject to the federal generation-skipping transfer tax:

(a) Allocation of Exemption to Part of Trust. On written notification by the deceased settlor's executor that the executor intends to allocate any part of the generation-skipping transfer tax exemption that is available to the deceased settlor under Internal Revenue Code Section 2631(a) to some but not all of the property in any trust to which this section applies, the trustee shall divide that trust into two separate trusts, to be designated as the Exempt Trust and the Nonexempt Trust. The Exempt Trust shall contain the share of the property of that trust equal in value to the amount of the generation-skipping transfer tax exemption that the executor intends to allocate to the trust and shall have an inclusion ratio of zero (0) for federal generation-skipping transfer tax purposes. The Nonexempt Trust shall contain the balance of the property of that trust and shall have an inclusion ratio of one (1) for federal generation-skipping transfer tax purposes. It is the settlors' intention that the executor then actually allocate the generation-skipping transfer tax exemption to the Exempt Trust and not to the Nonexempt Trust. The

trustee shall not be liable for relying on the written instructions of the executor when acting in accordance with the provisions of this subsection.

(b) Allocation or Nonallocation of Exemption to Entire Trust. Regardless of whether subsection (a) of this section applies, if the amount of the deceased settlor's generation-skipping transfer tax exemption actually allocated by the executor to a trust to which this section applies is equal to the value of the property of that trust so that the entire trust has an inclusion ratio of zero (0) for federal generation-skipping transfer tax purposes, the entire trust shall be referred to as the Exempt Trust. On the other hand, if no part of the deceased settlor's generation-skipping transfer tax exemption is actually allocated to the trust by the deceased settlor's executor so that the entire trust has an inclusion ratio of one (1) for federal generation-skipping transfer tax purposes (or if the deceased settlor is not the transferor of that trust for generation-skipping transfer tax purposes), the entire trust shall be referred to as the Nonexempt Trust.

(c) Trust Distributions. The trustee may, but is not required to, administer the trusts under this instrument to which this section applies in such a manner that distributions made during the trust terms to "skip persons" (as defined in Internal Revenue Code Section 2613(a) or any equivalent successor statute) are made from Exempt Trusts, and distributions made during the trust terms to "non-skip persons" (as defined in Internal Revenue Code Section 2613(b) or any equivalent successor section) are made from Nonexempt Trusts.

(d) Trustee's Power to Petition Court to Amend Nonexempt Trust. If the trustee determines that the burdens of generation-skipping transfer taxes, income taxes, and death taxes on a Nonexempt Trust, either settlor's estate, or the beneficiaries of that trust would be reduced, the trustee may petition the court to amend the trust to grant to one or more trust beneficiaries who are non-skip persons in a generation below the deceased settlor a general testamentary power of appointment over all or a specified portion of that Nonexempt Trust. Any power to amend the trust is within the discretion of the court, and the preceding sentence shall not be construed to give the trustee any power that the trustee does not already have under California trust law to petition the court under the appropriate circumstances, nor shall it be construed to

limit the power of the trustee or any beneficiary under California trust law to petition the court under the appropriate circumstances.

(e) Purpose of Section. The purpose of this section is to allow the trustee to administer the trusts so as to decrease the amount of generation-skipping transfer taxes owed on generation-skipping transfers from the trusts. The trustee shall balance that consideration against any other tax and nontax considerations, and may disregard the generation-skipping transfer tax consequences to the extent that the trustee determines that doing so will allow the trustee to carry out the settlors' intentions in creating the trusts. All decisions of the trustee under this subsection are within the trustee's discretion and shall be final and incontestable by anyone.

(f) Allocation of Exemption of Surviving Settlor to Nonexempt Trust. If, on the death of the surviving settlor, (1) the surviving settlor is considered to be the transferor of any Nonexempt Trust established by this instrument for generation-skipping transfer tax purposes, and (2) the surviving settlor's executor allocates any part of the generation-skipping transfer tax exemption that is available to the surviving settlor under Internal Revenue Code section 2631(a) (or any equivalent successor section) to that Nonexempt Trust so that the entire trust then has an inclusion ratio of zero (0) for federal generation-skipping transfer tax purposes, that trust shall then be considered to be an Exempt Trust for purposes of this section.

(g) No Disqualification of Marital Deduction. In no event may the trustee exercise any power under this section in a manner that will impair the marital deduction.

## ARTICLE SEVEN

### TRUSTEE

7.1. Remaining Settlor-Trustee Serves Alone. On the death of the deceased settlor, or if, for any reason, before that time either settlor ceases to act as trustee, no successor cotrustee shall be appointed. Rather, the remaining settlor trustee named

in Article One shall have full power to act as trustee and to complete the trust administration.

7.2. Successor Trustees. On the death of the remaining settlor-trustee, or if, for any reason, the remaining settlor-trustee ceases to act as trustee, Charlotte D. Garrison Reinhard, the settlors' daughter, shall be successor trustee. If, for any reason, Charlotte D. Garrison Reinhard fails or ceases to act as trustee, Brandy Lynn Garrison, the settlors' granddaughter, shall be successor trustee.

7.3. Definition of Trustee. Reference in this instrument to "the trustee" shall be deemed a reference to whoever is serving as trustee or cotrustees, and shall include alternate or successor trustees or cotrustees, unless the context requires otherwise.

7.4. Removal and Replacement of Trustee. While both settlors are alive, the settlors shall have the power, at any time and for any reason, with or without cause, to remove any trustee acting under this instrument, and notwithstanding any other provision of this instrument, designate another trustee to replace the removed trustee. Removal shall be effected by giving a written notice of removal to the trustee to be removed and to the designated successor. The removal shall become effective on the delivery to the settlors of a written acceptance of the trust by the successor trustee, and the settlors shall promptly notify the trustee being removed of the receipt of that acceptance.

7.5. Waiver of Bond. No bond or undertaking shall be

required of any individual who serves as a trustee under this instrument.

7.6. Procedure for Resignation. Any trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least thirty (30) days before the time the resignation is to take effect, to the settlors, if living, to any other trustee then acting, to any persons authorized to designate a successor trustee, to all trust beneficiaries known to the trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary) and to the successor trustee. A resignation shall be effective on written acceptance of the trust by the successor trustee.

7.7. General Powers of Trustee. To carry out the purposes of the trusts created under this instrument, and subject to any limitations stated elsewhere in this instrument, the trustee shall have all of the following powers, in addition to all of the powers now or hereafter conferred on trustees by law:

(a) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.

(b) Engage in any transactions with the personal representative of the estate of either settlor that are in the best interest of any trusts created in this instrument.

- (c) Manage, control, improve, and maintain all real and personal trust property.
- (d) Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.
- (e) Make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the trustee deems advisable.
- (f) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the trustee in the management of any trusts created under this trust instrument, and compensate them from the trust property.
- (g) With respect to securities held in trust, exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers.
- (h) Hold securities or other trust property in the trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that title may pass by delivery.
- (i) Deposit securities in a securities depository that is either licensed or exempt from licensing.
- (j) Borrow money for any trust purpose from any person or entity, including one acting as trustee hereunder, on such terms and conditions as the trustee deems advisable, and obligate the trust for repayment;

encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the trustee.

(k) Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the trustee deems advisable to protect the trust property against damage or loss, and to protect the trustee against liability with respect to third persons.

(l) Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument.

(m) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust.

(n) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.

(o) At trust expense, prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the trust property and of the trustee in the performance of the trustee's duties, and employ and compensate attorneys, advisers, and other agents as the trustee deems advisable.

7.8. Power to Retain Trust Property. The trustee shall have the power to retain property received into the trust at its inception or later added to the trust, as long as the trustee considers that retention in the best interests of the trust or in furtherance of the goals of the settlors in creating the trust, as determined from this trust instrument, but subject to the

standards set forth in California Probate Code Section 16040.

7.9. Trustee's Power to Invest Property. Subject to the standards set forth in California Probate Code Section 16040, the trustee shall have the power to invest in and acquire every kind of property, real, personal, or mixed, and every kind of investment, including but not limited to obligations of the United States government.

7.10. Power Over Unproductive Property. The trustee shall have the power to retain or acquire unproductive or underproductive property; provided, however, that as to any assets of the Survivor's Trust, the surviving settlor shall have the right, by delivery of a written instrument to the trustee, to require the trustee to make unproductive property productive, within a reasonable time following receipt of the request.

7.11. Power to Operate Business. The trustee shall have the power to hold and operate any business or enterprise that is or becomes trust property, on such terms and for such a time as the trustee, in the trustee's discretion, deems advisable; to purchase, acquire, invest in, or otherwise participate in, any business or other enterprise on behalf of the trust; or to sell, dissolve, liquidate, or terminate any such business. The trustee shall also have the power to incorporate, reorganize, or otherwise change the form of a business or enterprise that is part of the trust, through merger or consolidation of two or more enterprises or otherwise, and to participate in that business or enterprise as a sole proprietor, as a general or limited partner,

as a shareholder, or in any other capacity. Any operation, sale, purchase, acquisition, investment in, or dissolution or liquidation of a business interest, in good faith, shall be at the risk of the trust, and without liability on the part of the trustee for any resulting losses. The trustee shall also have the power to contribute capital or loan money to the business or enterprise on such terms and conditions as the trustee deems advisable.

7.12. Power to Self-Deal. The trustee, acting as an individual or as a trustee of another trust not created by this trust instrument, shall have the power to perform the following acts with respect to the property of any trust under this trust instrument: purchase property from or sell property to the trust at fair market value; exchange property for trust property of equal value; lease property from or to the trust at fair rental value; borrow funds from or lend or advance funds to the trust, with interest at then-prevailing rates, and give or receive security for the loans in any commercially reasonable form; and receive from any business in which the trust has an interest a reasonable salary and reimbursement of expenses while performing duties as a trustee.

7.13. Retention of Family Residence. The trustee shall retain, in any trust or trusts created by this trust instrument, any interest in real property used by the settlors as their principal residence at the time of the deceased settlor's death ("the family residence"), and shall deal with the family

residence in accordance with the following terms and conditions:

(a) During his or her lifetime, the surviving settlor shall have the right to occupy the family residence (or any substitute residence or residential property purchased as provided in this section of the trust instrument) free of any rent.

(b) The trustee shall pay as much of the mortgage or trust deed payments, property taxes, assessments, insurance, maintenance, and ordinary repairs on the family residence (or any substitute residence or residential property purchased as provided in this section of the trust instrument) as corresponds to the trust's proportionate interest in the same. The trustee shall make those payments out of income or principal of the trust or trusts in accordance with the principles applicable to the charging of payments under California law, but in no event shall payment be made in a manner that disqualifies any part of the trust, that would otherwise so qualify, for the federal estate tax marital deduction.

(c) The surviving settlor, at his or her option, shall have the right to advise the trustee in writing that he or she no longer wishes to occupy the family residence and to direct the trustee to sell it, or any interest therein. In deciding on the terms and conditions relating to any sale, the trustee shall take into account all relevant factors, including, but not limited to, the intent of the settlors that no sale be made in a "forced sale" situation (other than at the direction of the surviving settlor) or at a time when, because of high mortgage rates or otherwise, the residential real estate market is depressed. In selling the family residence, the trustee may dispose of it on such terms as the trustee deems desirable, including an installment sale or any other desirable method of disposing of the family residence, provided that if the sale is for consideration other than cash, the purchaser's obligation shall be secured by a first deed of trust. In the event of a sale, the surviving settlor may direct the trustee in writing to apply the proceeds of the sale to the purchase of a substitute residence or residential property, of comparable or lesser value, to be selected by the surviving settlor, or to reinvest the proceeds in any manner that he or she may direct, provided that any such investments satisfy normal fiduciary standards of prudence and safety, and to use the income from reinvestment to pay the rental or lease payments on another residence or residential property, to be selected by the surviving

settlor. Any net trust accounting income from any such investments, in excess of the trust share of the rental costs and any other expenses of trust administration, shall be added to the other trust income and distributed in accordance with the relevant provisions of the trust or trusts as set forth in Article Six of this trust instrument.

(d) On the death of the surviving settlor, the trust interest in either the family residence, any proceeds remaining from the sale of the family residence, or any substitute residence or residential property purchased by the trustee with any proceeds of sale of the family residence, shall be distributed in accordance with the applicable provisions of the trust or trusts in which the interest or interests are held, as set forth in Article Six of this trust instrument.

7.14. Power to Combine Trust Assets. Each trust created under this instrument shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

7.15. No Early Termination of Trusts. Notwithstanding any provision of law to the contrary, and except as otherwise provided in this trust instrument, the trustee may not terminate a trust before the trust term expires unless prior court authorization is obtained.

7.16. Division or Distribution in Cash or Kind. In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in

cash and partly in kind. Property distributed to satisfy a pecuniary gift under this instrument shall be valued at its fair market value at the time of distribution. This section shall apply only to the extent that it does not conflict with the provisions in this instrument specifying allocation of assets involving the marital deduction gift.

7.17. Payments to Legally Incapacitated Persons. If at any time any trust beneficiary is a minor, or it appears to the trustee that any trust beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the trustee, in lieu of making direct payments to the trust beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons as the trustee deems proper, such as a relative of or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes.

7.18. Trustee's Powers in Community Property.

Notwithstanding any other provision of this instrument, during the joint lifetimes of the settlors, the trustee shall not have

powers beyond those granted either spouse under California Civil Code Sections 5125 and 5127.

7.19. Trustee's Liability. No trustee shall be liable to any interested party for acts or omissions of that trustee, except those resulting from that trustee's willful misconduct or gross negligence. This standard shall also apply regarding a trustee's liability for the acts or omissions of any cotrustee, predecessor trustee, or agent employed by the trustee.

7.20. Written Notice to Trustee. Until the trustee receives written notice of any death or other event on which the right to payments from any trust may depend, the trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

7.21. Duty to Account. The trustee shall render accounts at least annually, at the termination of a trust, and on a change of trustees, to the persons and in the manner required by law.

## ARTICLE EIGHT

### CONCLUDING PROVISIONS

8.1. Perpetuities Savings Clause. Notwithstanding any other provision of this instrument, every trust created by this instrument or by the exercise of any power of appointment created by this instrument shall terminate no later than twenty-one (21) years after the death of the last survivor of the settlors and their issue who are alive at the creation of the trust. For purposes of this perpetuities savings clause, a trust shall be

deemed to have been created on the date the trust becomes irrevocable or the date of the death of the surviving settlor, whichever occurs first. If a trust is terminated under this section, the trustee shall distribute all of the principal and undistributed income of the trust to the income beneficiaries of the trust in the proportion in which they are entitled (or eligible, in the case of discretionary payments) to receive income immediately before the termination. If that proportion is not fixed by the terms of the trust, the trustee shall distribute all of the trust property to the persons then entitled or eligible to receive income from the trust outright in a manner that, in the trustee's opinion, will give effect to the intent of the settlors in creating the trust. The trustee's decision is to be final and incontestable by anyone.

8.2. Simultaneous Death. If the settlors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, each settlor shall be deemed to have survived the other, and this instrument shall be construed accordingly. If any beneficiary and either or both settlors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, the settlor or settlors shall be deemed to have survived the beneficiary, and this instrument shall be construed accordingly.

8.3. Survivorship Requirement. For the purposes of this instrument, a beneficiary shall be deemed not to have survived a settlor if that beneficiary dies within thirty (30) days after

that settlor's death.

8.4. No-Contest Clause. If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly contests this instrument or the wills of the settlors in whole or in part, or opposes, objects to, or seeks to invalidate any of the provisions of this instrument or the wills of the settlors, or seeks to succeed to any part of the estate of the settlors other than in the manner specified in this instrument or in the wills of the settlors, then the right of that person to take any interest given to him or her by this instrument shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the settlors without issue.

8.5. "Deceased Settlor" and "Surviving Settlor". In this instrument, the first settlor to die is referred to as the "deceased settlor" and the other settlor is referred to as the "surviving settlor."

8.6. Definitions of Death Taxes, Debts, and Expenses. As used in this instrument, the following definitions apply:

- (a) The term "death taxes" shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in the estate of a settlor or by reason of that settlor's death, including penalties and interest, but excluding the following: (i) any addition to the federal estate tax for any "excess retirement accumulation" under Internal Revenue Code Section 4980A; (ii) any additional tax that may be assessed under Internal Revenue Code Section 2032A; and (iii) any federal or state tax imposed on any generation-skipping transfer, as that term is defined

in the federal tax laws, unless that generation-skipping transfer tax is payable directly out of the assets of a trust created by this instrument.

(b) The term "debts and expenses" shall include the following: (i) all costs, expenses of litigation, counsel fees, or other charges that the trustee incurs in connection with the determination of the amount of the death taxes, interest, or penalties referred to in subsection (a) of this section; and (ii) legally enforceable debts, funeral expenses, expenses of last illness, and administration and property expenses.

8.7. Definition of Education. As used in this instrument, the term "education" refers to the following:

- (a) Education at public or private elementary, junior high, middle, or high schools, including boarding schools;
- (b) Undergraduate, graduate, and postgraduate study in any field, whether or not of a professional character, in colleges, universities, or other institutions of higher learning;
- (c) Specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether by private instruction or otherwise; and
- (d) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise.

8.8. Captions. The captions appearing in this instrument are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this instrument.

8.9. Severability Clause. If any provision of this instrument is invalid, that provision shall be disregarded, and the remainder of this instrument shall be construed as if the invalid provision had not been included.

8.10. California Law to Apply. All questions concerning the validity, interpretation, and administration of this instrument, including any trusts created under this instrument, shall be governed by the laws of the State of California, regardless of the domicile of any trustee or beneficiary.

#### ARTICLE NINE

#### SIGNATURE AND EXECUTION

9.1. Execution. 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, administered, and distributed. As trustees of the trusts created by this declaration of trust, we approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions. As settlors of the trusts created by this declaration of trust, we approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions.

Executed on April 23, 1991 at

San Joaquin, California.

#### SETTLORS-TRUSTEES

Dwaine O. Garrison  
Dwaine Oliver Garrison

Ruby E. Garrison  
Ruby Evelyn Garrison

ACKNOWLEDGMENT

STATE OF CALIFORNIA

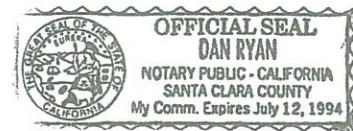
COUNTY OF Santa Clara ss

On this 23 day of April, 1991, before me,  
Dan Ryan, a notary public in and for the  
State of California, personally appeared Dwaine Oliver Garrison  
and Ruby Evelyn Garrison, personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the persons whose  
names are subscribed to the within instrument, and acknowledged  
to me that they executed the same in their individual capacities,  
and that by their signatures on the instrument, the persons  
executed the instrument.

WITNESS my hand and official seal.

Signature 

(SEAL)



**THIS IS NOT A LEGAL DOCUMENT**

**SYNOPSIS OF THE  
DWAIN OLIVER GARRISON AND RUBY EVELYN  
GARRISON REVOCABLE TRUST DATED APRIL 23,  
1991**

Note: In this synopsis, descriptions or phrases within quotation marks (" ") indicate the exact wording in your living trust document.

**ARTICLE ONE  
CREATION OF LIVING TRUST**

**DECLARATION:**

You both are referred to as "the settlors" and "the trustees" in your living trust document.

**DEFINITIONS: CHILD, CHILDREN, & ISSUE**

The terms "child" and "children" mean any child of a person that the person has ever had or ever will have, including an adopted child. The term "issue" means a person's children, grandchildren, great-grandchildren, and so on, who are born or adopted by the date of the person's death. For example, the term "the settlors' children" includes all of your children, even if not listed by name in your living trust document, such as a child born to you or adopted by you after the signing of the document.

However, the definitions of "child" and "children" as used in your living trust document only include those children who are children of both of you and exclude those children of either of you who are not children of both of you.

**ARTICLE TWO  
LIVING TRUST ESTATE**

**DEFINITION: TRUST ESTATE**

The "trust estate" is all property subject to your living trust document, whether placed in your living trust now or later. The trustee is to hold, administer, and distribute the trust estate, including the property described in the Schedule of Community Property Assets that is attached to

the living trust document.

#### **CLASSIFICATION OF LIVING TRUST ASSETS:**

All property placed in this living trust, including all proceeds from the property, retains its original classification as either the community property of both of you or the separate or "quasi-community" property of the one of you who contributed it. However, the classification is subject to other provisions of your living trust document.

#### **ADDITIONS TO LIVING TRUST:**

Property that you later give to this living trust is to become part of your living trust estate on written acceptance of the trustee. You must designate in writing the property to be added. However, you may add property to the trust by titling of any account, deed, or similar asset in the name of the trustee, as trustee of this living trust. Any designation by someone other than you or a trustee of this living trust, whether by will, deed, account title designation, or similar transfer, is also to be a transfer to this living trust. For example, if you want to make a life insurance policy a part of your living trust, you would have the beneficiary stated on the policy to be the trustee of your living trust. For another example, when you have a living trust, you may also have a type of will that is known as a "pour-over" will. When you die, this type of will places in your living trust all of your property that is not already in your living trust and that you may give by will, so that your living trust document controls distribution of your property.

### **ARTICLE THREE RIGHTS AND POWERS OF SETTLORS**

#### **POWER OF REVOCATION AND AMENDMENT DURING YOUR JOINT LIFETIMES:**

While both of you are alive, either of you may amend, revoke, or terminate your living trust as to your own separate or "quasi-community" property and either of you may revoke or terminate as to both of your community property in the living trust. While both of you are alive, you may only amend the living trust through joint action as to community property when rights or interests of either of you in that community property is affected.

#### **POWER OF REVOCATION AND AMENDMENT AFTER DEATH OF FIRST OF YOU TO DIE:**

After the death of the first of you to die, the surviving spouse may amend, revoke, or terminate the Survivor's Trust.

All other trusts created by your living trust document are irrevocable and may not be amended.

**METHOD OF REVOCATION OR AMENDMENT:**

To amend, revoke, or terminate any trust created by your living trust document, both of you, or the one who wishes to make changes, must deliver a written document, signed by both of you or the one making changes, stating the changes to the trustee. If only one of you amends, revokes, or terminates, a copy of the writing must also be delivered to the other of you. Any amendment that substantially affects the duties, rights, and liabilities of the trustee is to be effective only if the trustee agrees to the amendment in writing.

**DELIVERY OF PROPERTY AFTER REVOCATION:**

The trustee is to deliver promptly to you the designated property after any termination or revocation of your living trust. Unless you otherwise provided in the revocation or in the living trust document, any community property so returned is to continue to be the community property of both of you. The trustee is to deliver promptly any separate or "quasi-community" property to the one who contributed it after any termination or revocation of the living trust.

**TRUSTEE'S RETENTION OF ASSETS AFTER REVOCATION:**

After the revocation of any part of the trust, the trustee is entitled to retain enough trust property to pay any liabilities that the trustee has incurred in administering the trust and any fees earned by the trustee. If you agree to pay all of those liabilities, then the trustee may not retain any trust property.

**YOUR OTHER POWERS CONCERNING TRUST ESTATE:**

During your joint lifetimes, you have the right to approve all of the investments of your living trust and to borrow from the trust. Limitations as to these rights mainly concern that both of you have to exercise the power for community property in the trust. See Article 3 of your living trust document for an explanation of limitations and procedures concerning these other powers.

**ARTICLE FOUR**  
**DISTRIBUTIONS DURING SETTLORS' JOINT LIVES**

**PAYMENT OF INCOME AND PRINCIPAL DURING YOUR JOINT LIFETIMES:**

During your joint lifetimes, the trustee is to pay all

income of your living trust to either or both of you. Payments are to be made at regular periods to which either or both of you agree, but must be made at least once a year. The trustee may also pay any living trust principal to either or both of you when, in the trustee's discretion, the payment is proper for your comfort, welfare, and happiness. The trustee is also to pay any payments of living trust principal that you request in writing to be paid. Note that payments, whether of income or principal, from separate or "quasi-community" property are to be paid only to the one of you who contributed that property and that either of you who receives payment of community property remains responsible to the other for accounting for that community property.

If either (or both) of you is unable to request a payment from the trustee, any person who has a properly executed power of attorney for property management from the disabled one of you may request the payment of principal. The trustee has the discretion to determine when either of you is unable to request payment. If the disabled one of you does not have a representative with a power of attorney, the trustee may use discretion to pay those amounts the trustee determines are necessary for the health, education, support, and maintenance of the disabled one of you.

**ARTICLE FIVE**  
**DIVISION INTO SHARES AND INITIAL DISTRIBUTIONS**  
**AFTER DECEASED SETTLOR'S DEATH**

**TRUSTEE'S POWER TO DEFER DIVISION OR DISTRIBUTION:**

The trustee may, using discretion, delay actual division or distribution of your living trust property for a period not exceeding six months after either of your deaths. If the trustee delays distribution, it is usually done for federal estate tax purposes. In special circumstances, the federal estate tax law allows valuation at six months after the date of death.

**DIVISION AFTER DEATH OF FIRST OF YOU TO DIE:**

On the death of the first of you to die, your living trust is divided into three parts: the Marital Deduction Share, the Nonmarital Share, and the Survivor's Share.

**SURVIVOR'S SHARE:**

The Survivor's Share consists of 1/2 of all community property, 1/2 of the "quasi-community" property of the first of you to die, and all of the separate and "quasi-community" property of the surviving spouse. The Survivor's Share goes to the Survivor's Trust, whose terms are set out in Article

**NONMARITAL SHARE AND MARITAL DEDUCTION SHARE:**

After the death of the first of you to die, the Nonmarital Share is placed in the Bypass Trust and the Marital Deduction Share passes to the Survivor's Trust. As explained in more detail below, both of these shares pass free of federal estate tax on the death of the first of you to die (the Marital Deduction Share may be taxed on the death of the surviving one of you, but in the survivor's estate).

The amount of Nonmarital Share is to be determined by means of a formula. The purpose of the formula is to reduce to the extent possible, or perhaps even eliminate, the total federal estate tax that will be owed on both of your estates at your respective deaths. For purposes of federal estate tax, a decedent's estate will usually include the property in a living trust created for the decedent. The formula ensures reduction of the total federal estate tax by taking maximum advantage of the estate tax marital deduction and the unified credit.

The estate of the first of you to die will include the portion of your living trust remaining after the Survivor's Share is taken out. The formula basically specifies that the remaining portion that is NOT exempt from federal estate tax because of the unified credit will become the Marital Deduction Share. That amount, if any, will be free of estate tax in the estate of the first of you to die because property passing to the Survivor's Trust is in a form qualifying for the marital deduction. The remaining balance of your living trust estate (the total estate less the Survivor's Share and the Marital Deduction Share) passes to the Nonmarital Share. The Nonmarital Share passes to the Bypass Trust, pursuant to the provisions in Article 6 of your living trust document, and is in a form so that, to the extent possible, it should pass free of estate tax in both of your estates.

The estate tax marital deduction generally allows property that passes at a person's death, whether by a living trust document, by a will, or by inheritance law, to a spouse (or for a spouse's benefit) to pass free of any federal estate tax. The unified credit allows a certain amount of property, which is passing to another because of death, to pass to ANY person or entity free of federal estate tax. At present, the maximum amount that can pass free of any estate tax because of the unified credit is \$600,000. However, the amount of the unified credit that will actually be available to the estate of the first of you to die depends on a

variety of factors that might or might not apply to your estates, such as whether you have made taxable lifetime gifts and the sizes of your estates, which will include the property in this living trust. (Note that the unified credit and the factors affecting the amount of the unified credit available to your estates are subject to change by Congress, and Congress may make other changes to the law that will affect the federal estate tax.) The formula allows all relevant factors to be determined on the death of the first of you to die and takes into consideration whether he or she has made any other gifts by your living trust document, his or her will, or other methods (e.g., life insurance) to persons other than the surviving spouse (or a charity).

For a somewhat simple example of how the formula works, let's suppose that at the death of the first of you to die, all of your property, except an insurance policy on the life of the first of you to die, is in your living trust. Also suppose that all the property is community property, except for \$100,000 of separate property belonging to the surviving spouse, and that the total value of your living trust property is \$1,900,000. Further suppose that the first of you to die has made \$100,000 in cash gifts in Article 5 of your living trust document, the life insurance policy is worth \$50,000 and is payable to a person other than a spouse, neither of you has made any lifetime taxable gifts, and no other factors affect the amount of the unified credit. (Note that the life insurance passes outside of your living trust document and of your will but is includable in your estate for federal estate tax purposes.) The Survivor's Share would be \$1,000,000 (\$1,900,000 total trust minus \$100,000 surviving spouse's separate property leaves \$1,800,000 as community property amount; \$1,800,000 divided by 2 gives \$900,000 as the surviving spouse's interest in community property; \$900,000 plus the \$100,000 separate equals \$1,000,000). The Nonmarital Share would be \$450,000 (\$600,000 unified credit minus \$100,000 cash gifts and minus \$50,000 life insurance), and the Marital Deduction Share would be \$450,000 (\$1,900,000 amount of estate passing by the living trust document minus \$1,000,000 Survivor's Share and minus \$450,000 Nonmarital Share). Note that the \$50,000 for life insurance determines the amounts of the shares but is not included as part of any of the shares; the \$50,000 is included for tax purposes as part of the decedent's federal estate.

You should be aware that the formula determines amounts (values) of property. The decisions regarding the specific property that goes to the Survivor's Share, to the Marital Deduction Share, or to the Nonmarital Share will be made by your trustee (or successor trustee) after the death of the

first of you to die (except for the surviving spouse's separate property, which automatically goes to the Survivor's Share). There could be income tax consequences to your trust, to your estates, or to certain beneficiaries under your living trust document, depending on the type of property involved and the decisions made by your trustee.

#### **SURVIVOR'S RIGHT TO DISCLAIM PROPERTY:**

The surviving spouse has the right to decline taking property given to him or her by your living trust document. If the surviving spouse "disclaims" any property, that disclaimed property goes to a special trust, the Disclaimer Trust. The Disclaimer Trust is for the benefit of the surviving spouse for his or her lifetime. Trust terms are set out in Article 6. Note that the Disclaimer Trust only exists if the surviving spouse actually disclaims some property.

As part of tax planning after the death of the first of you to die, the surviving spouse may want to disclaim property in order to equalize as much as possible the values of your estates. The way the estate tax rates are set up, less total tax may be owed if there are two estates of approximate equal value, rather than if one estate is much larger than the other. The surviving spouse may also want to disclaim certain property, such as property that will very likely appreciate in value before his or her death, so that the estate tax is paid now on its current value rather than on the value at the surviving spouse's death. (Note that, for purposes of determining federal estate tax, the value of the estate of the first of you to die includes the value of one-half of all community property and the value of his or her separate or quasi-community property in your living trust.)

Of course, the surviving spouse may also have non-tax reasons for disclaiming property.

#### **ARTICLE SIX DISPOSITIVE PROVISIONS OF TRUSTS CREATED AFTER DECEASED SETTLOR'S DEATH**

#### **SURVIVOR'S TRUST:**

The assets of this trust, which is created on the death of the first of you to die, consist of the property placed in the Marital Deduction Share and the Survivor's Share in Article 5 of your living trust document. This trust includes a power of appointment trust allowing the surviving spouse the right to specify, in another living trust document or in his or her will, how the remainder of the

trust assets should be distributed after his or her death. The power of appointment is required to qualify the Marital Deduction Share for the marital deduction on the estate tax of the first of you to die (the power of appointment causes the Marital Deduction Share to be included in the survivor's estate).

The trustee for this trust makes monthly payments (or other periodic payments to which the surviving spouse and the trustee agree) from the trust income to the surviving spouse (or for the his or her benefit). Additionally, you give the trustee of this trust the power to use principal of the trust to pay for the surviving spouse's comfort, welfare, and happiness. The trustee is also to pay to the surviving spouse those amounts of principal of the trust that he or she may request from the trustee in writing.

As mentioned above, on the surviving spouse's death, the property is distributed in the manner specified by the surviving spouse in his or her living trust document or will. If the surviving spouse does not exercise the power of appointment, the property is to be distributed just like the Bypass Trust.

#### **BYPASS TRUST:**

The assets of this trust, which is created on the death of the first of you to die, consist of the Nonmarital Share created by Article 5 of your living trust document. The trustee of this trust is to pay principal and income of the trust to the surviving spouse to the extent that the trustee feels proper to pay the reasonable expenses for the surviving spouse's health, education, support, and maintenance. The payments are to be made monthly or to be made at any other convenient period agreed to by the surviving spouse and the trustee.

#### **DISTRIBUTION OF BYPASS TRUST ON DEATH OF THE SURVIVING SPOUSE:**

**On Death of the Surviving Spouse, If Your Daughter Charlotte D. Garrison-Reinhard Is Then Living, Given to:  
Your daughter Charlotte**

**If Charlotte Is Not Living at the Death of the Surviving Spouse:**

If you leave issue then living, the remaining Bypass Trust property goes to them. For each issue under 18, that issue's share is instead given in trust to the trustee of a Separate Trust for Issue, for each such issue's benefit, as set up in Article 6 of your living trust instrument. If none of your issue are living at

the death of the surviving spouse, the remainder of the Bypass Trust goes "to the settlors' grandchildren." If any of the property of the Bypass Trust remains undisposed of, that property goes 1/2 to the heirs of the first of you to die and 1/2 to the heirs of the surviving spouse.

#### **DISCLAIMER TRUST:**

This trust, which may be created after the death of the first of you to die, consists of any property that is given to the surviving spouse by your living trust document but is disclaimed by him or her. Of course, if the surviving spouse does not disclaim any property, this trust does not exist.

The trustee of this trust is to pay trust income to the surviving spouse. Those payments are to be made monthly or at whatever period the trustee and the surviving spouse agree. The trustee may pay trust principal to the surviving spouse for his or her health, education, support, and maintenance.

On the surviving spouse's death, the trustee is to distribute the remaining property of this Disclaimer Trust just like the remainder of the Bypass Trust.

#### **SEPARATE SHARE TRUST FOR ISSUE:**

The beneficiaries of this Separate Share Trust for Issue are either a deceased child's issue who are living when this trust is created and who are under 18 or if the deceased child has no living issue, your then-living issue who are under 18. A separate trust is made for each beneficiary's separate share of your trust estate. Any potential beneficiary who is older than 18 get their shares of your trust property outright rather than in trust.

During the existence of each Separate Share Trust for Issue, the trustee is to pay to the beneficiary an amount from the net income and principal of that trust. That amount is to be whatever amount the trustee finds is reasonable for the beneficiary's comfort, welfare, and happiness.

Each trust ends, and the beneficiary receives the remaining principal, when that beneficiary reaches 18. However, if that beneficiary dies before reaching 18, this trust terminates and the trust property goes outright to the that beneficiary's issue then living or if the beneficiary has no issue then living, the trust property goes outright to your issue then living.

If any of this trust property remains undisposed of, that trust property goes 1/2 outright to the heirs of the first of you to die and 1/2 outright to the survivor's heirs.

**GENERATION-SKIPPING TRANSFER TRUSTS:**

A generation-skipping transfer is defined in the Internal Revenue Code and involves very complex tax issues. A tax, which is referred to as the generation-skipping transfer tax and is in addition to any other federal tax, is placed on certain transfers of property. Note that each of you has a separate exemption of \$1,000,000 (split for each of you however each wishes) for all generation-skipping transfers you each make during your individual lifetimes or at your deaths (such as by your living trust document or by your wills). In order to ensure that your living trust document provides protection from some effects of the generation-skipping transfer tax, special provisions have been added that give the trustees of trusts created after the deaths of each of you by your living trust document certain instructions and suggestions on how to handle any transfer that is or may become generation-skipping.

**ARTICLE SEVEN  
TRUSTEE**

**NOMINATION OF SUCCESSOR TRUSTEES FOR YOUR LIVING TRUST AND ALL TRUSTS CREATED BY YOUR LIVING TRUST DOCUMENT:**

If either of you becomes unable to act as a cotrustee, such as by serious illness or death, the other of you is to act as sole trustee. If the other becomes unable to act as trustee, Charlotte D. Garrison Reinhard, "the settlors' daughter," becomes sole trustee of all trusts created by your living trust document. If Charlotte D. Garrison Reinhard cannot act or fails to act as trustee, Brandy Lynn Garrison, "the settlors' granddaughter," is to be trustee.

**YOUR POWER TO REMOVE AND REPLACE TRUSTEES:**

While both of you are alive, you may jointly remove any trustee of your living trust or any other trust created by your living trust document at any time and for any reason (including whim). You may then jointly designate another trustee. You must give written notice of the removal to the original trustee (or an original cotrustee) and to the replacement. The removal is complete when the replacement accepts in writing and you notify the original trustee of that acceptance.

**WAIVER OF BOND FOR TRUSTEE:**

You are not requiring any trustee to file a bond to act as a trustee for any trust created by your living trust document.

**POWERS OF TRUSTEE:**

Your trustee has all powers allowed by California law so that the trustee may manage the trust property and administer the trust. Any other powers you specifically give to a trustee so that the trustee may have powers to follow your intentions are set out in your living trust document. See Article 7 of your living trust document for the powers that your trustees have.

**ARTICLE EIGHT**  
**CONCLUDING PROVISIONS**

**SIMULTANEOUS DEATH:**

If you both die at the same time or in such a way that your order of death cannot be determined, then, for purposes of your living trust document, you both are to be treated as having survived each other. If any other beneficiary of your living trust document and either or both of you die at the same time or in such a manner that the order of the beneficiary's and your deaths cannot be determined, the beneficiary is to be treated as dying before either of you.

**SURVIVORSHIP:**

For purposes of your living trust document, a beneficiary who is living when one of you dies is treated as dying before the one of you who died if that beneficiary then dies within thirty (30) days after the date of death of the one of you who died.

**DEFINITIONS: DECEASED SETTLOR, SURVIVING SETTLOR**

In your living trust document, the first of you to die is termed the "deceased settlor" and the surviving spouse is termed the "surviving settlor."

TITLING OF ASSETS  
&  
ATTORNEY'S CERTIFICATE

TITLE TO ALL ASSETS SHOULD BE TAKEN AS FOLLOWS:

DWAINE O. GARRISON AND RUBY E. GARRISON, AS TRUSTEE(S) OF THE  
DWAINE O. GARRISON AND RUBY E. GARRISON REVOCABLE TRUST, CREATED ON  
APRIL 23, 1991.

THE UNDERSIGNED ATTORNEY HEREBY CERTIFIES THAT SAID TRUST IS  
A REVOCABLE INTER VIVOS GRANTOR TRUST; AND THAT A SIGNED COPY OF  
THIS TITLING OF ASSETS AND ATTORNEY'S CERTIFICATE OF TRUST IS ON  
FILE IN THE OFFICE OF THE UNDERSIGNED.

U.S. TREASURY REGULATION SECTIONS 1.671-4, 1.6012-3 (A) (9) AND  
301.6109-1 (A) (2) EXPLICITLY PERMIT USE OF AN INDIVIDUAL'S SOCIAL  
SECURITY NUMBER IN LIEU OF A SEPARATE EMPLOYER IDENTIFICATION  
NUMBER FOR A REVOCABLE INTER VIVOS GRANTOR TRUST.

DWAINE O. GARRISON: 506-16-9342  
RUBY E. GARRISON: 447-26-5920

DATED: 4-23-91

*Blair Griffith*  
BLAIR GRIFFITH  
AT THE OFFICE OF  
DAN RYAN AND ASSOCIATES  
90 GREAT OAKS BLVD. #213  
SAN JOSE CA 95119  
(408) 972-5616

DWAINE O. GARRISON AND RUBY E. GARRISON  
REVOCABLE TRUST

This declaration of trust is by Dwaine O. Garrison and Ruby E. Garrison, hereafter called "Trustors" or "Trustees" depending on the context. They hereby declare that they have set aside or transferred or will transfer to themselves as Trustees the property listed in Schedule "A" attached hereto and that they hold that property and will hold any other property of the trust estate in trust for the primary benefit of themselves and their family on the terms set forth in this declaration.

Article I  
The Trust Estate

A. Trust estate. The "trust estate" consists of the property (plus the proceeds and undistributed income of the property) that is listed in Schedule "A" and that is hereafter transferred to the trust by the Trustors or their wills, as insurance proceeds or pension benefits, or (if acceptable to the Trustee) from any other person or source.

B. Trust estate is community property. All property listed in Schedule "A" and any property subsequently added to the trust estate by the Trustors (unless the contrary is expressly stated and this declaration is appropriately amended) is and shall remain the community property of the Trustors during their joint lifetime.

Article II  
Power to Revoke and Amend

A. Revocation. During the Trustors' joint lifetime this trust may be revoked, in whole or in part, by an instrument in writing signed by both Trustors jointly or by either Trustor alone; if a Trustor who signs is not a Trustee, the instrument shall be delivered (personally or by certified mail) to one or more of the Trustees. On revocation, the Trustees shall deliver the trust estate or the revoked portion thereof to either or both of the Trustors, in either event as the community property of both Trustors.

B. Amendment. During the Trustors' joint lifetime the terms of this trust may be amended, with respect to all or any part of the trust estate or terms, only by an instrument in writing signed by both Trustors; if neither Trustor is a Trustee, the instrument shall be delivered (by a Trustor personally or by certified mail) to a Trustee.

C. Survivor's power. After the death of the first Trustor to die, the Surviving Trustor may, in whole or in part, revoke or amend the Survivor's Trust (described hereafter) by an instrument

D. Trustees' Compensation. Trustees shall be entitled to fair and reasonable compensation for the services they render as fiduciaries. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale. Trustees shall be reimbursed for the reasonable costs and expenses incurred in connection with their fiduciary duties under this agreement.

E. No contest clause. If any beneficiary or beneficiaries of this declaration of trust shall contest this declaration or in any manner attempt to have it or any of the trusts or beneficial interests created by it declared invalid, such person or persons shall receive no benefits from or interests under this declaration, and the trusts herein established shall be administered and distributed as if such person or persons had died before either of the Trustors; provided, however, that nothing in this paragraph shall apply to the Trustors or the Surviving Trustor.

F. Governing law. Unless otherwise expressly provided, the meaning of the distributive provisions of this declaration shall be governed by the laws of the State of California in effect at the date of its execution; and to the extent permissible under applicable law, the validity of the provisions of this declaration shall be governed by the laws of the State of California in effect on that same date, unless invalidity can be avoided by applying the law in effect at another time or in another jurisdiction that has sufficient contact for this purpose with the trusts involved. If any provision of this declaration is invalid, the remaining provisions shall nevertheless be given effect.

Executed on April 23, 1991, in the County of Santa Clara, CA.

Dwaine O. Garrison  
Dwaine O. Garrison  
Trustor/Trustee

Ruby E. Garrison  
Ruby E. Garrison  
Trustor/Trustee

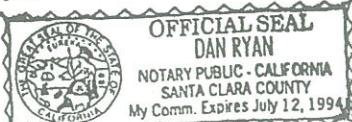
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA )

On April 23, 1991, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Dwaine O. Garrison, and Ruby E. Garrison, known to me to be the persons whose names are subscribed to the above revocable trust declaration, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



NOTARY PUBLIC



ASSIGNMENT

Dwaine O. Garrison and Ruby E. Garrison, as Trustors, hereby assign, grant and convey all right, title and interest in and to all real and personal property wherever situated to Dwaine O. Garrison and Ruby E. Garrison, as Trustees of the DWAYNE O. GARRISON AND RUBY E. GARRISON REVOCABLE TRUST dated APRIL 23, 1991. This assignment includes, but is not limited to, all bank accounts, savings and loan accounts, stocks and bonds, limited partnerships, jewelry, personal effects, furniture, furnishings, appliances and other tangible and intangible personal property and real property.

Dated April 23, 1991.

*Dwaine O. Garrison*

Dwaine O. Garrison  
As Trustor\Trustee

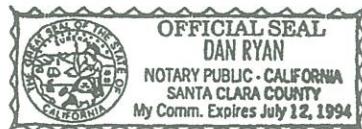
*Ruby E. Garrison*

Ruby E. Garrison  
As Trustor\Trustee

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF SANTA CLARA                )

On April 23, 1991, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Dwaine O. Garrison, and Ruby E. Garrison, known to me to be the persons whose names are subscribed to the above revocable trust declaration, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



*Dan Ryan*  
\_\_\_\_\_  
NOTARY PUBLIC

Recording Requested By and  
When Recorded Mail to:  
DAN RYAN AND ASSOCIATES  
P. O. BOX 53360  
SAN JOSE, CA. 95153

REC FEE	4
RMP	2
MEGRO	1
LURE	
SASHF	
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FILED FOR RECORD  
AT REQUEST OF

GRANTOR

APR 25 8 25 AM '91

OFFICIAL RECORDS  
SANTA CLARA COUNTY

LAURIE KANE

RECORDER

APR 25 1991

MAIL TAX STATEMENTS TO:

DWAINE O. GARRISON AND RUBY E. GARRISON  
3621 Pitcairn Way  
San Jose, CA. 95111

QUITCLAIM DEED

A.P.N.: 494-21-074

THE UNDERSIGNED GRANTOR DECLARES  
DOCUMENTARY TAX is \$-0- (transfer to revocable living trust)

FOR NO CONSIDERATION, Dwaine O. Garrison and Ruby E. Garrison hereby remise, release and forever QUITCLAIM TO Dwaine O. Garrison and Ruby E. Garrison, AS TRUSTEE(S) OF THE DWAINE O. GARRISON AND RUBY E. GARRISON REVOCABLE TRUST DATED APRIL 23, 1991, for the benefit of Dwaine O. Garrison and Ruby E. Garrison, the following described real property in the County of Santa Clara, State of California, City of San Jose

LOT 34, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "TRACT NO. 2356 MEADOW LANES", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON APRIL 16, 1959 IN BOOK 105 OF MAPS, PAGES 6 AND 7. EXCEPTING THEREFROM THE UNDERGROUND WATER RIGHTS, AS GRANTED IN THE DEED FROM FLETCHER ASSOCIATES, INC. TO SAN JOSE WATER WORKS, A CALIFORNIA CORPORATION, DATED MAY 12, 1959, RECORDED MAY 14, 1959, BOOK 4415 OF OFFICIAL RECORDS, PAGE 234.

Dated: 4-23-91

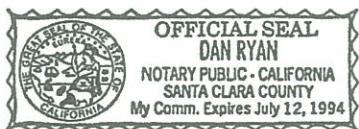
x Dwaine O. Garrison  
Dwaine O. Garrison

x Ruby E. Garrison  
Ruby E. Garrison

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF SANTA CLARA                ) ss.

On this 23 day of April, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dwaine O. Garrison and Ruby E. Garrison known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



Notary Public in and for said  
County and State

## ASSIGNMENT OF LIMITED PARTNERSHIP

We, Dwaine O. Garrison and Ruby E. Garrison, husband and wife, do hereby transfer and assign, without consideration and in order to change formal title only, all right, title and interest in and to their interest in SALINAS VALLEY PROPERTY MANAGEMENT, a limited partnership, to Dwaine O. Garrison and Ruby E. Garrison, co-Trustees, or their successors in trust, under the DWAIN O. GARRISON AND RUBY E. GARRISON REVOCABLE TRUST, dated APRIL 23, 1991, and any amendments thereto. This assignment is effective immediately, and said Trustees (or their successors in trust) shall hereafter receive their share of partnership profits, losses and distributions, together with all of their rights upon dissolution of the partnership.

This assignment as executed on April 23, 1991.

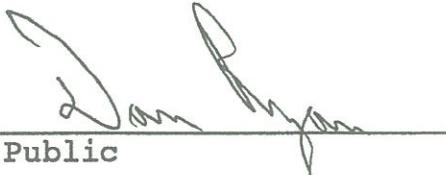
Dwaine O. Garrison  
Dwaine O. Garrison

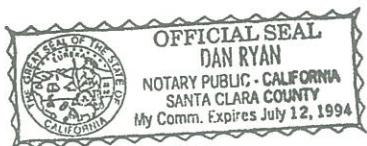
Ruby E. Garrison  
Ruby E. Garrison

STATE OF CALIFORNIA                      )  
  )  
COUNTY OF SANTA CLARA                  ) ss.  
  )

On April 23, 1991, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Dwaine O. Garrison and Ruby E. Garrison, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public



ASSIGNMENT

Dwaine O. Garrison and Ruby E. Garrison, as Trustors, hereby assign, grant and convey all right, title and interest in and to all real and personal property wherever situated to Dwaine O. Garrison and Ruby E. Garrison, as Trustees of the DWAINE O. GARRISON AND RUBY E. GARRISON REVOCABLE TRUST dated APRIL 23, 1991. This assignment includes, but is not limited to, all bank accounts, savings and loan accounts, stocks and bonds, limited partnerships, jewelry, personal effects, furniture, furnishings, appliances and other tangible and intangible personal property and real property.

Dated April 23, 1991.

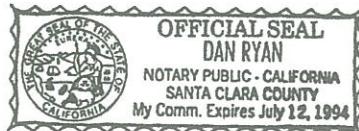
Dwaine O. Garrison  
Dwaine O. Garrison  
As Trustor\Trustee

Ruby E. Garrison  
Ruby E. Garrison  
As Trustor\Trustee

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF SANTA CLARA                ) ss.  
  )

On April 23, 1991, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Dwaine O. Garrison, and Ruby E. Garrison, known to me to be the persons whose names are subscribed to the above revocable trust declaration, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



  
NOTARY PUBLIC

COMMUNITY PROPERTY AGREEMENT  
OF  
DWAIN O. GARRISON AND RUBY E. GARRISON

We hereby declare and agree that all property now owned or hereafter acquired by either or both of us, whether now or hereafter held in the apparent form of joint tenancy, tenancy in common or in any other manner (unless expressly excepted in the next paragraph), is and shall be our community property.

Excepted from this agreement are: (1) motor vehicles now or hereafter standing in our names as joint tenants, which shall be true joint tenancy (and not community) property; (2) commercial checking accounts now or hereafter standing in our names as joint tenants, which shall be true joint tenancy (and not community) property; and (3) property hereafter acquired by either of us by will, inheritance or gift and held in his or her individual name.

The mere taking of title in the future to property (other than that mentioned in the preceding paragraph) in the name of either or both of us or in apparent joint tenancy or tenancy in common form shall not except such property from this agreement or constitute an amendment to this agreement.

Executed on April 23, 1991.

Dwaine O. Garrison  
Dwaine O. Garrison

Ruby E. Garrison  
Ruby E. Garrison

STATE OF CALIFORNIA )  
                        )  
                        ss.  
COUNTY OF SANTA CLARA)

On April 23, 1991, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Dwaine O. Garrison and Ruby E. Garrison, known to me to be the persons whose names are subscribed to the above revocable trust declaration, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



  
NOTARY PUBLIC

MEMORANDUM OF DISPOSITION  
OF TANGIBLE PERSONAL PROPERTY

PURSUANT TO THE TERMS OF THE DWAINE O. GARRISON AND RUBY E. GARRISON REVOCABLE TRUST DATED APRIL 23, 1991, I/WE HEREBY REQUEST OUR TRUSTEES TO DISTRIBUTE THE FOLLOWING ITEMS OF PERSONAL PROPERTY AS FOLLOWS:

<u>DESCRIPTION OF PROPERTY</u>	<u>RECIPIENT OF PROPERTY</u>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

IF A RECIPIENT OF A PARTICULAR ITEM OF PROPERTY DOES NOT SURVIVE ME BY 30 DAYS, SUCH ITEM SHALL BE DISPOSED OF AS THOUGH IT HAD NOT BEEN LISTED IN THIS MEMORANDUM.

DATED: 4-23-91

Don Ryo

WITNESS

Dwaine O. Garrison  
DWAIN O. GARRISON

Ruby E. Garrison  
RUBY E. GARRISON

TITLING OF ASSETS  
&  
ATTORNEY'S CERTIFICATE

TITLE TO ALL ASSETS SHOULD BE TAKEN AS FOLLOWS:

DWAINE O. GARRISON AND RUBY E. GARRISON, AS TRUSTEE(S) OF THE DWAINE O. GARRISON AND RUBY E. GARRISON REVOCABLE TRUST, CREATED ON APRIL 23, 1991.

THE UNDERSIGNED ATTORNEY HEREBY CERTIFIES THAT SAID TRUST IS A REVOCABLE INTER VIVOS GRANTOR TRUST; AND THAT A SIGNED COPY OF THIS TITLING OF ASSETS AND ATTORNEY'S CERTIFICATE OF TRUST IS ON FILE IN THE OFFICE OF THE UNDERSIGNED.

U.S. TREASURY REGULATION SECTIONS 1.671-4, 1.6012-3 (A) (9) AND 301.6109-1 (A) (2) EXPLICITLY PERMIT USE OF AN INDIVIDUAL'S SOCIAL SECURITY NUMBER IN LIEU OF A SEPARATE EMPLOYER IDENTIFICATION NUMBER FOR A REVOCABLE INTER VIVOS GRANTOR TRUST.

DWAINE O. GARRISON: 506-16-9342  
RUBY E. GARRISON: 447-26-5920

DATED: 4-23-91

*Blair Griffith*  
BLAIR GRIFFITH  
AT THE OFFICE OF  
DAN RYAN AND ASSOCIATES  
90 GREAT OAKS BLVD. #213  
SAN JOSE CA 95119  
(408) 972-5616

DWAINE O. GARRISON AND RUBY E. GARRISON  
REVOCABLE TRUST

This declaration of trust is by Dwaine O. Garrison and Ruby E. Garrison, hereafter called "Trustors" or "Trustees" depending on the context. They hereby declare that they have set aside or transferred or will transfer to themselves as Trustees the property listed in Schedule "A" attached hereto and that they hold that property and will hold any other property of the trust estate in trust for the primary benefit of themselves and their family on the terms set forth in this declaration.

Article I  
The Trust Estate

A. Trust estate. The "trust estate" consists of the property (plus the proceeds and undistributed income of the property) that is listed in Schedule "A" and that is hereafter transferred to the trust by the Trustors or their wills, as insurance proceeds or pension benefits, or (if acceptable to the Trustee) from any other person or source.

B. Trust estate is community property. All property listed in Schedule "A" and any property subsequently added to the trust estate by the Trustors (unless the contrary is expressly stated and this declaration is appropriately amended) is and shall remain the community property of the Trustors during their joint lifetime.

Article II  
Power to Revoke and Amend

A. Revocation. During the Trustors' joint lifetime this trust may be revoked, in whole or in part, by an instrument in writing signed by both Trustors jointly or by either Trustor alone; if a Trustor who signs is not a Trustee, the instrument shall be delivered (personally or by certified mail) to one or more of the Trustees. On revocation, the Trustees shall deliver the trust estate or the revoked portion thereof to either or both of the Trustors, in either event as the community property of both Trustors.

B. Amendment. During the Trustors' joint lifetime the terms of this trust may be amended, with respect to all or any part of the trust estate or terms, only by an instrument in writing signed by both Trustors; if neither Trustor is a Trustee, the instrument shall be delivered (by a Trustor personally or by certified mail) to a Trustee.

C. Survivor's power. After the death of the first Trustor to die, the Surviving Trustor may, in whole or in part, revoke or amend the Survivor's Trust (described hereafter) by an instrument

D. Trustees' Compensation. Trustees shall be entitled to fair and reasonable compensation for the services they render as fiduciaries. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale. Trustees shall be reimbursed for the reasonable costs and expenses incurred in connection with their fiduciary duties under this agreement.

E. No contest clause. If any beneficiary or beneficiaries of this declaration of trust shall contest this declaration or in any manner attempt to have it or any of the trusts or beneficial interests created by it declared invalid, such person or persons shall receive no benefits from or interests under this declaration, and the trusts herein established shall be administered and distributed as if such person or persons had died before either of the Trustors; provided, however, that nothing in this paragraph shall apply to the Trustors or the Surviving Trustor.

F. Governing law. Unless otherwise expressly provided, the meaning of the distributive provisions of this declaration shall be governed by the laws of the State of California in effect at the date of its execution; and to the extent permissible under applicable law, the validity of the provisions of this declaration shall be governed by the laws of the State of California in effect on that same date, unless invalidity can be avoided by applying the law in effect at another time or in another jurisdiction that has sufficient contact for this purpose with the trusts involved. If any provision of this declaration is invalid, the remaining provisions shall nevertheless be given effect.

Executed on April 23, 1991, in the County of Santa Clara, CA.

Dwaine O. Garrison  
Dwaine O. Garrison  
Trustor/Trustee

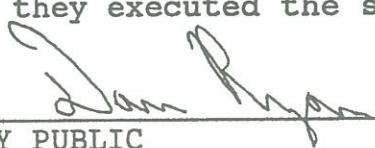
Ruby E. Garrison  
Ruby E. Garrison  
Trustor/Trustee

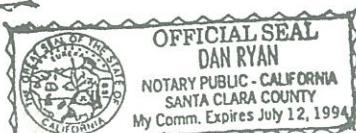
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA )

On April 23, 1991, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Dwaine O. Garrison, and Ruby E. Garrison, known to me to be the persons whose names are subscribed to the above revocable trust declaration, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



  
NOTARY PUBLIC



ASSIGNMENT

Dwaine O. Garrison and Ruby E. Garrison, as Trustors, hereby assign, grant and convey all right, title and interest in and to all real and personal property wherever situated to Dwaine O. Garrison and Ruby E. Garrison, as Trustees of the DWAYNE O. GARRISON AND RUBY E. GARRISON REVOCABLE TRUST dated APRIL 23, 1991. This assignment includes, but is not limited to, all bank accounts, savings and loan accounts, stocks and bonds, limited partnerships, jewelry, personal effects, furniture, furnishings, appliances and other tangible and intangible personal property and real property.

Dated April 23, 1991.

Dwaine O. Garrison

Dwaine O. Garrison  
As Trustor\Trustee

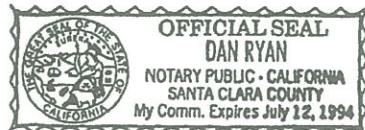
Ruby E. Garrison

Ruby E. Garrison  
As Trustor\Trustee

STATE OF CALIFORNIA              )  
  )  
  ss.  
COUNTY OF SANTA CLARA            )

On April 23, 1991, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Dwaine O. Garrison, and Ruby E. Garrison, known to me to be the persons whose names are subscribed to the above revocable trust declaration, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



Dan Ryan  
NOTARY PUBLIC

TITLING OF ASSETS  
&  
ATTORNEY'S CERTIFICATE

TITLE TO ALL ASSETS SHOULD BE TAKEN AS FOLLOWS:

DWAINE O. GARRISON AND RUBY E. GARRISON, AS TRUSTEE(S) OF THE DWAINE O. GARRISON AND RUBY E. GARRISON REVOCABLE TRUST, CREATED ON APRIL 23, 1991.

THE UNDERSIGNED ATTORNEY HEREBY CERTIFIES THAT SAID TRUST IS A REVOCABLE INTER VIVOS GRANTOR TRUST; AND THAT A SIGNED COPY OF THIS TITLING OF ASSETS AND ATTORNEY'S CERTIFICATE OF TRUST IS ON FILE IN THE OFFICE OF THE UNDERSIGNED.

U.S. TREASURY REGULATION SECTIONS 1.671-4, 1.6012-3 (A) (9) AND 301.6109-1 (A) (2) EXPLICITLY PERMIT USE OF AN INDIVIDUAL'S SOCIAL SECURITY NUMBER IN LIEU OF A SEPARATE EMPLOYER IDENTIFICATION NUMBER FOR A REVOCABLE INTER VIVOS GRANTOR TRUST.

DWAINE O. GARRISON: 506-16-9342  
RUBY E. GARRISON: 447-26-5920

DATED: 4-23-91

*Blair Griffith*  
BLAIR GRIFFITH  
AT THE OFFICE OF  
DAN RYAN AND ASSOCIATES  
90 GREAT OAKS BLVD. #213  
SAN JOSE CA 95119  
(408) 972-5616

DWAINE O. GARRISON AND RUBY E. GARRISON  
REVOCABLE TRUST

This declaration of trust is by Dwaine O. Garrison and Ruby E. Garrison, hereafter called "Trustors" or "Trustees" depending on the context. They hereby declare that they have set aside or transferred or will transfer to themselves as Trustees the property listed in Schedule "A" attached hereto and that they hold that property and will hold any other property of the trust estate in trust for the primary benefit of themselves and their family on the terms set forth in this declaration.

Article I  
The Trust Estate

A. Trust estate. The "trust estate" consists of the property (plus the proceeds and undistributed income of the property) that is listed in Schedule "A" and that is hereafter transferred to the trust by the Trustors or their wills, as insurance proceeds or pension benefits, or (if acceptable to the Trustee) from any other person or source.

B. Trust estate is community property. All property listed in Schedule "A" and any property subsequently added to the trust estate by the Trustors (unless the contrary is expressly stated and this declaration is appropriately amended) is and shall remain the community property of the Trustors during their joint lifetime.

Article II  
Power to Revoke and Amend

A. Revocation. During the Trustors' joint lifetime this trust may be revoked, in whole or in part, by an instrument in writing signed by both Trustors jointly or by either Trustor alone; if a Trustor who signs is not a Trustee, the instrument shall be delivered (personally or by certified mail) to one or more of the Trustees. On revocation, the Trustees shall deliver the trust estate or the revoked portion thereof to either or both of the Trustors, in either event as the community property of both Trustors.

B. Amendment. During the Trustors' joint lifetime the terms of this trust may be amended, with respect to all or any part of the trust estate or terms, only by an instrument in writing signed by both Trustors; if neither Trustor is a Trustee, the instrument shall be delivered (by a Trustor personally or by certified mail) to a Trustee.

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D. Trustees' Compensation. Trustees shall be entitled to fair and reasonable compensation for the services they render as fiduciaries. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale. Trustees shall be reimbursed for the reasonable costs and expenses incurred in connection with their fiduciary duties under this agreement.

E. No contest clause. If any beneficiary or beneficiaries of this declaration of trust shall contest this declaration or in any manner attempt to have it or any of the trusts or beneficial interests created by it declared invalid, such person or persons shall receive no benefits from or interests under this declaration, and the trusts herein established shall be administered and distributed as if such person or persons had died before either of the Trustors; provided, however, that nothing in this paragraph shall apply to the Trustors or the Surviving Trustor.

F. Governing law. Unless otherwise expressly provided, the meaning of the distributive provisions of this declaration shall be governed by the laws of the State of California in effect at the date of its execution; and to the extent permissible under applicable law, the validity of the provisions of this declaration shall be governed by the laws of the State of California in effect on that same date, unless invalidity can be avoided by applying the law in effect at another time or in another jurisdiction that has sufficient contact for this purpose with the trusts involved. If any provision of this declaration is invalid, the remaining provisions shall nevertheless be given effect.

Executed on April 23, 1991, in the County of Santa Clara, CA.

Dwaine O. Garrison  
Dwaine O. Garrison  
Trustor/Trustee

Ruby E. Garrison  
Ruby E. Garrison  
Trustor/Trustee

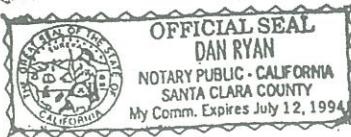
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA )

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WITNESS MY HAND AND OFFICIAL SEAL



NOTARY PUBLIC



## ASSIGNMENT

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Dated April 23, 1991.

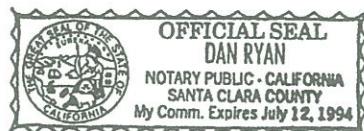
*Dwaine O. Garrison*  
Dwaine O. Garrison  
As Trustor\Trustee

*Ruby E. Garrison*  
Ruby E. Garrison  
As Trustor\Trustee

STATE OF CALIFORNIA              )  
  )  
  ss.  
COUNTY OF SANTA CLARA            )

On April 23, 1991, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Dwaine O. Garrison, and Ruby E. Garrison, known to me to be the persons whose names are subscribed to the above revocable trust declaration, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



*Dan Ryan*  
\_\_\_\_\_  
NOTARY PUBLIC

TITLING OF ASSETS  
&  
ATTORNEY'S CERTIFICATE

TITLE TO ALL ASSETS SHOULD BE TAKEN AS FOLLOWS:

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DWAINE O. GARRISON: 506-16-9342  
RUBY E. GARRISON: 447-26-5920

DATED: 4-23-91

  
BLAIR GRIFFITH  
AT THE OFFICE OF  
DAN RYAN AND ASSOCIATES  
90 GREAT OAKS BLVD. #213  
SAN JOSE CA 95119  
(408) 972-5616

Recording Requested by and  
when recorded mail to:  
Dwaine O. Garrison  
3621 Pitcairn Way  
San Jose, CA. 95111

FINANCIAL

POWER OF ATTORNEY

APPOINTMENT OF ATTORNEY-IN-FACT

I, Ruby E. Garrison, (hereinafter sometimes referred to as "Principal"), appoint as my Attorney-in-Fact Dwaine O. Garrison (hereinafter sometimes referred to as "Agent"). My Agent(s) shall act for me and in my name as authorized in this document.

CREATION OF DURABLE POWER OF ATTORNEY

By this document I intend to create a general power of attorney under Sections 2450 to 2473, inclusive, of the California Civil Code. This power of attorney is a durable power of attorney and shall not be affected by my subsequent incapacity.

STATEMENT OF AUTHORITY GRANTED

I hereby grant to my agent(s) full power and authority to act for me and in my name, in any way which I myself could act, if I were personally present and able to act, with respect to the following matters as each of them is defined in Chapter 3 (commencing with Section 2450) of Title 9 of Part 4 of Division 3 of the California Civil Code to the extent that I am permitted by law to act through an agent:

- (1) Real estate transactions.
- (2) Tangible personal property transactions.
- (3) Bond, share, and commodity transactions.
- (4) Financial institution transactions.
- (5) Business operating transactions.
- (6) Insurance transactions.
- (7) Retirement plan transactions.
- (8) Gifts; in accordance with principal's gift giving for the past three years.
- (9) Estate transactions.
- (10) Claims and litigation.
- (11) Tax matters.
- (12) Personal relationships and affairs.
- (13) Benefits from military service.
- (14) Records, reports, and statements.
- (15) Full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) shall select.
- (16) All other matters.

EXERCISE OF POWER OF ATTORNEY WHERE  
MORE THAN ONE AGENT DESIGNATED

If I have designated more than one agent, the agents are to act severally. The signature of any one agent shall be sufficient to execute any check or other such bank draft, to endorse any check or other payment which may be received for my account, to transfer any personal property, or to transfer any real estate. Such endorsement or signature shall be sufficient to the person giving such check or payment, or to satisfy the legal requirements of any title company, county recorder, transfer agent, or other such person, institution, or government body or organization.

NOMINATION OF CONSERVATOR

If a conservator is to be appointed for me, I nominate the persons I have appointed to hold this Financial Power of Attorney (in the same order of preference) to serve as the conservator of my estate. I request the court to grant to any Conservator of my estate the additional powers as provided in Probate Code Section 2591.

DATE AND SIGNATURE OF PRINCIPAL

I sign my name to this Statutory Short Form Financial Durable Power of Attorney on April 23, 1991, in the County of Santa Clara, California.

Ruby E. Garrison  
Ruby E. Garrison

STATEMENT OF WITNESSES

I declare under penalty of perjury under the laws of the State of California that the person who signed or acknowledged this document is personally known to me (or proved to me on the basis of convincing evidence) to be the principal, that the principal signed or acknowledged this power of attorney in my presence, and that the principal appears to be of sound mind and under no duress, or undue influence.

Veronica S. Baker, residing at 189 Sylvan Way  
Felton, California.

Lillian L. H. Johnson, residing at 223 Incite Way

San Jose, California.

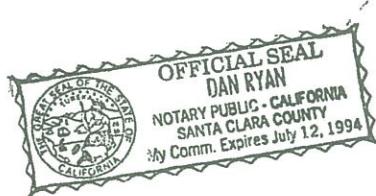
Don Lynn, residing at 6948 Howard  
San Jose, California.

STATE OF CALIFORNIA                          }  
  ) ss.  
COUNTY OF SANTA CLARA                        )

On April 23, 1991, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Ruby E. Garrison known to me to be the person whose name is subscribed to the above Financial Power of Attorney and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

  
\_\_\_\_\_  
NOTARY PUBLIC



Recording Requested by and  
when recorded mail to:  
Ruby E. Garrison  
3621 Pitcairn Way  
San Jose, CA. 95111

FINANCIAL

POWER OF ATTORNEY

APPOINTMENT OF ATTORNEY-IN-FACT

I, Dwaine O. Garrison, (hereinafter sometimes referred to as "Principal"), appoint as my Attorney-in-Fact Ruby E. Garrison (hereinafter sometimes referred to as "Agent"). My Agent(s) shall act for me and in my name as authorized in this document.

CREATION OF DURABLE POWER OF ATTORNEY

By this document I intend to create a general power of attorney under Sections 2450 to 2473, inclusive, of the California Civil Code. This power of attorney is a durable power of attorney and shall not be affected by my subsequent incapacity.

STATEMENT OF AUTHORITY GRANTED

I hereby grant to my agent(s) full power and authority to act for me and in my name, in any way which I myself could act, if I were personally present and able to act, with respect to the following matters as each of them is defined in Chapter 3 (commencing with Section 2450) of Title 9 of Part 4 of Division 3 of the California Civil Code to the extent that I am permitted by law to act through an agent:

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- (6) Insurance transactions.
- (7) Retirement plan transactions.
- (8) Gifts; in accordance with principal's gift giving for the past three years.
- (9) Estate transactions.
- (10) Claims and litigation.
- (11) Tax matters.
- (12) Personal relationships and affairs.
- (13) Benefits from military service.
- (14) Records, reports, and statements.
- (15) Full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) shall select.
- (16) All other matters.

EXERCISE OF POWER OF ATTORNEY WHERE  
MORE THAN ONE AGENT DESIGNATED

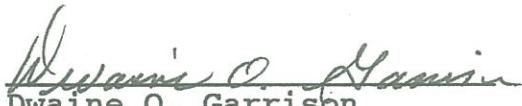
If I have designated more than one agent, the agents are to act severally. The signature of any one agent shall be sufficient to execute any check or other such bank draft, to endorse any check or other payment which may be received for my account, to transfer any personal property, or to transfer any real estate. Such endorsement or signature shall be sufficient to the person giving such check or payment, or to satisfy the legal requirements of any title company, county recorder, transfer agent, or other such person, institution, or government body or organization.

NOMINATION OF CONSERVATOR

If a conservator is to be appointed for me, I nominate the persons I have appointed to hold this Financial Power of Attorney (in the same order of preference) to serve as the conservator of my estate. I request the court to grant to any Conservator of my estate the additional powers as provided in Probate Code Section 2591.

DATE AND SIGNATURE OF PRINCIPAL

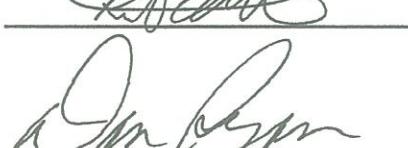
I sign my name to this Statutory Short Form Financial Durable Power of Attorney on April 23, 1991, in the County of Santa Clara, California.

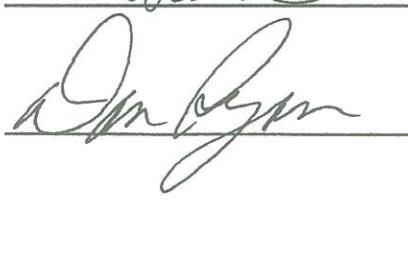
  
Dwaine O. Garrison

STATEMENT OF WITNESSES

I declare under penalty of perjury under the laws of the State of California that the person who signed or acknowledged this document is personally known to me (or proved to me on the basis of convincing evidence) to be the principal, that the principal signed or acknowledged this power of attorney in my presence, and that the principal appears to be of sound mind and under no duress, or undue influence.

, residing at 189 Sylvan Way  
Felton, California.

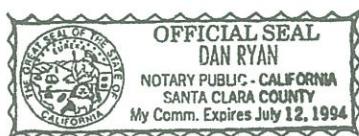
, residing at 223 Thelma Way  
SAN JOSE, California.

, residing at 6948 Howard St  
SAN MATEO, California.

STATE OF CALIFORNIA                          }  
    } ss.  
COUNTY OF SANTA CLARA                      )

On April 23, 1991, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Dwaine O. Garrison known to me to be the person whose name is subscribed to the above Financial Power of Attorney and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



  
\_\_\_\_\_  
NOTARY PUBLIC