

RUTH SUZANNE WOODS REVOCABLE TRUST

ARTICLE ONE. CREATION OF TRUST

1.1 Declaration

Ruth Suzanne Woods of Riverside County, California, who is herein referred to as “the settlor” or “the trustee,” depending on the context, hereby declares that she holds certain property (the “trust estate”), in trust, to be held, administered, and distributed as provided in this instrument.

1.2 Names of Trusts

The trusts created by this instrument shall be known collectively as the Ruth Suzanne Woods Revocable Trust, and each separate trust created under this instrument shall be identified by the name of the settlor whose property is held in that separate trust and 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 the settlor-trustee.

1.4 Marital Status

The settlor is divorced.

1.5 Identification of Living Children

The settlor has two (2) living children, as follows:

<u>Name</u>	<u>Date of Birth</u>
Joy Lynea Woods	October 11, 1961
Carolyn Marie Woods	August 9, 1963

1.6 No Deceased Children

The settlor has no deceased children.

1.7 Definitions of Child, Children, and Issue

As used in this instrument, the terms “child” and “children” refer to natural children and children who have been legally adopted before age 21 by the parent or parents from or through whom their right to inherit or to take is determined or derived, and the term “issue” refers to all lineal descendants of all generations, with the relationship of parent and child at each generation being determined by the definitions of “child” and “children” set forth in this instrument.

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 Trust 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 Additions to Trust

From time to time, the trustee may accept additions to this trust from any source. All such additions shall become a 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 upon 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 SETTLOR

3.1 Power of Revocation and Amendment

Any trust created by this instrument may be amended, revoked, or terminated by the settlor, in whole or in part, at any time during her lifetime. After the settlor's death, any trust created by this instrument shall become irrevocable and shall not be subject to amendment after the death of the settlor.

3.2 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 the settlor and delivered (in person or by certified mail) to the trustee. 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. The

method of amendment and revocation provided in this section is the exclusive method of such amendment or revocation.

3.3 Delivery of Property After Revocation

After any revocation or termination, the trustee shall promptly deliver the designated property to the settlor.

3.4 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 settlor indemnifies the trustee against loss or expense.

ARTICLE FOUR. DISTRIBUTIONS DURING SETTLOR'S LIFE

4.1 Payment of Income During Settlor's Life

So long as the settlor is living, the trustee shall pay to or apply for the benefit of the settlor all of the net income of the trust, in monthly or other convenient installments (but not less often than annually) as the settlor and the trustee may agree on from time to time.

4.2 Distributions of Principal During Settlor's Lifetime

From time to time during the settlor's lifetime, the trustee shall distribute to or apply for the benefit of the settlor as much of the principal of the trust as the trustee, in the trustee's discretion, deems proper for the settlor'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 then readily available to the settlor for use for these purposes and that are then known to the trustee. All decisions of the trustee regarding payments under this section, if any, are within the trustee's discretion.

4.3 Distributions of Principal at Request of Settlor

During the settlor's lifetime, the trustee shall distribute to the settlor such amounts from the principal of the trust, up to the whole thereof, as the settlor may from time to time request of the trustee in writing.

4.4 Requests on Behalf of the Settlor Unable to Do So Personally

If, at any time, the settlor is unable personally to request the trustee to distribute the net income or principal of the trust, the settlor's right to make the request may be exercised for or in behalf of the settlor by either of the following: (a) an attorney in fact who, at the time of the exercise, is duly appointed and acting for the 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; or (b) an agent, who, at the time of the exercise, is duly appointed and acting for the settlor under a valid and enforceable advance health care directive or comparable instrument executed by the settlor under the Uniform Health Care Decisions Act, or any successor statute. Requests from an attorney in fact or an agent for health care for distributions of the trust property will be limited to direct payments to third parties for the benefit of the settlor, and will be limited to payments that are necessary to fulfill the duties of the attorney in fact or agent under the applicable instrument. If there is no such attorney in fact or agent for health care decisions, then the trustee may make any distribution of income or principal to or for the benefit

of the settlor that the settlor could have requested personally if she were able to do so. In making any distribution under this section (whether pursuant to a request by an attorney in fact, agent for health care or otherwise), the trustee may pay as much of the net trust income and principal as the trustee, in the trustee's discretion, deems necessary for the settlor's health, education, support, and maintenance. The trustee will have discretion to determine when the settlor is unable personally to request payments of income or principal from the trustee for purposes of this section.

4.5 Trustee's Power to Make Gifts at Direction of Settlor

During the settlor's lifetime, the trustee shall distribute such sums of trust principal to such person or persons who are the natural objects of the settlor's bounty, as the settlor may direct in writing. In the event that the settlor is unable to direct the trustee in writing under this section due to incapacity, such direction may be made on the settlor's behalf by a duly authorized attorney in fact acting under a valid durable power of attorney executed by the settlor under the Uniform Durable Power of Attorney Act (or successor statute); provided, however, that the amount of such gifts pursuant to the direction of an attorney in fact to any one person in any one year shall not exceed the amounts excluded from gift tax under Sections 2503(b) and (e) of the Internal Revenue Code (or successor statute).

ARTICLE FIVE. DISTRIBUTIONS AFTER SETTLOR'S DEATH

5.1 Payment of Death Taxes, Debts, and Expenses on Statement From Personal Representative

After the settlor's death, on receipt by the trustee of a written statement from the personal representative of the 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 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. All death taxes payable by reason of the settlor's death shall be prorated and apportioned among the persons interested in the settlor's estate as provided in the California Probate Code.

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 the settlor, the trustee may, in the trustee's discretion, defer actual division or distribution for such reasonable period of time as is needed to effectively identify, take possession of, value, divide, and distribute the assets of the trust. During this time of deferral, the trustee may manage the trust assets through a single administrative trust. 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 Disposition of Trust Estate

On the death of the settlor, the trust estate shall be disposed of as follows:

- (a) If any children of the settlor survive the settlor, the trustee shall divide the trust property into as many shares of equal market value as are necessary to create one share for each of the settlor's children who survive the settlor and one share for each of the settlor's children who predecease the settlor but who leave issue surviving the settlor.

(b) Each share created for a surviving child of the settlor shall be distributed outright to that surviving child.

(c) The trustee shall distribute each share created for a deceased child outright to the then-living issue of that child, with those issue to take that share in the manner provided in California Probate Code Section 246. However, if an individual issue has not reached the age of twenty-one (21) years at the death of the 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.

(d) If none of the children of the settlor survive the settlor but there are issue of the settlor who survive the settlor, the trustee shall distribute the trust property outright to those issue, who are to take that property in the manner provided in California Probate Code Section 246. However, if an individual issue has not reached the age of twenty-one (21) years at the death of the 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.

(e) If none of the issue of the settlor survive the settlor, the trust property shall be distributed outright to the settlor's heirs.

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

6.1 Separate Share Trust for Issue

Each share or portion 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 twenty-one (21) years shall be held, administered, and distributed by the trustee as a separate trust, as follows:

(a) Beneficiaries

The beneficiary of this trust is the individual issue of a deceased child of the settlor or the individual issue of the settlor, 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 as much of the net income and principal of the trust as the trustee deems proper for the health, education, support, and maintenance of that beneficiary. 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 beneficiaries for use for these purposes. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion. 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 twenty-one (21) years of age or on the death of the beneficiary, whichever occurs first. If the trust terminates on the beneficiary reaching 21 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 246, 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 this trust property in the manner provided in California Probate Code Section 246.

(d) Final Disposition

If the trust property is not completely disposed of by the preceding provisions, the undisposed-of portion shall be distributed outright to the settlor's heirs.

6.2 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.

ARTICLE SEVEN. TRUSTEE

7.1 Successor Trustees

(a) Successor Trustees

If the office of trustee becomes vacant, by reason of death, incapacity, or any other reason, the following, in the order of priority indicated, shall be trustee:

First: Carolyn Marie Woods, the settlor's daughter.

Second: Joy Lynea Woods, the settlor's daughter.

If all those named above are or become unable (by reason of death, incapacity, or any other reason) or unwilling to serve or continue to serve as successor trustee, a new trustee or set of cotrustees shall be appointed by majority vote of the adult beneficiaries of the trust who are then entitled to receive income under the trust, or who would be entitled to receive a distribution of principal from the trust if the trust were then terminating, and who then have the legal capacity to give such a vote. If a majority of the beneficiaries are unable to agree on a new trustee or cotrustees, a new trustee or cotrustees may be appointed by the court.

7.2 General Trustee-Related Provision

(a) 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.

(b) Waiver of Bond

No bond or undertaking shall be required of any individual who serves as a trustee under this instrument.

(c) Compensation of Individual Trustees

Each individual who is a trustee under this instrument shall be entitled to reasonable compensation for services rendered, payable without court order.

(d) 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 settlor, 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.

(e) 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:

(i) 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.

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

(iii) Manage, control, improve, and maintain all real and personal trust property.

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) Deposit securities in a securities depository that is either licensed or exempt from licensing.

(x) 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.

(xi) 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.

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) 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.

(f) 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, without regard to whether the trust investments are diversified, until, in the judgment of the trustee, disposition of the property should be made.

(g) Trustee's Power to Invest Trust Property

The trustee shall have the power to invest in and acquire every kind of property, real, personal, or mixed, including but not limited to improved and unimproved real property, corporate and government obligations of every kind, stocks (both preferred and common), shares of mutual funds of any character, shares of investment companies, interest-bearing accounts, and foreign assets. The trustee is under no duty to diversify investments. This section of the trust instrument shall be construed as allowing the trustee a broader latitude with respect to trust investments than would be permitted by the California Uniform Prudent Investor Act, as amended from time to time.

(h) Power Over Unproductive Property

The trustee shall have the power to retain or acquire unproductive or underproductive property.

(i) 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; lend or advance funds to the trust, with interest at then-prevailing rates, and 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. The trustee, acting as trustee of another trust established by the settlor or another trust established for the benefit of any one or more of the beneficiaries of the trust, shall have the power to borrow funds from the trust with interest at then-prevailing rates, and give security for the loans in any commercially reasonable form.

(j) No Duty to Segregate

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.

(k) Power to Divide or Combine Trust Assets

The trustee shall have the power to divide a single trust into separate shares, each to be administered in accordance with the terms and conditions of the single trust from which they were created, when the trustee, in the trustee's discretion, determines that division is desirable or advisable in view of tax considerations (including considerations related to the income tax, the gift tax, the estate tax, or the generation-skipping transfer tax) or other objectives of the trusts and their beneficiaries. The trustee shall not be required to make a physical segregation or division of the various trust shares created under this trust instrument, except as segregation or division may be required by reason of the termination and distribution of any of the trusts, but the trustee shall keep separate accounts and records for different undivided interests. The trustee, in the trustee's discretion, shall have the further power to combine two or more trusts having substantially the same terms into a single trust for purposes of administration,

when tax or other factors indicate that such combination would be desirable or advisable.

(l) Trustee's Power to Determine Income and Principal

Unless otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of any trust under this instrument and the apportionment and allocation of receipts, expenses, and other charges between principal and income shall be governed by the provisions of the California Uniform Principal and Income Act from time to time existing. The trustee in the trustee's discretion shall determine any matter not provided for either in this instrument or in the California Uniform Principal and Income Act.

(m) Early Termination of Trusts

The trustee shall have the power, in the trustee's discretion, to terminate any trust created under this trust instrument whenever the fair market value of the trust falls below five thousand dollars (\$5,000.00), or becomes so small in relation to the costs of administration as to make continuing administration uneconomical, or contrary to the purposes of the trust. Continuing administration shall be uneconomical if the trustee determines that, with reference to the trust fee schedules then in effect for corporate fiduciaries in the area in which the trust is being administered, the trust would be subject to the minimum trust administration fees of those fiduciaries, regardless of the value of the trust. On termination, the trustee shall distribute the principal and any accrued or undistributed net income to the income beneficiaries in proportion to their shares of the income. If no fixed amount of income is payable to specific beneficiaries, the trustee shall distribute the principal and any accrued or undistributed net income in equal shares to those beneficiaries who would then be entitled to income payments from the trust.

(n) 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.

(o) 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 the beneficiary's custodian under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of twenty-five (25); 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. If there is no custodian then-serving or nominated to serve by the settlor for a beneficiary, the personal representative or trustee, as the case may be, shall designate the custodian. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes.

(p) 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.

(q) 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. When a predecessor trustee has failed to render accounts as required under this provision, the successor trustee may, but need not, render accounts for such period with reasonable efforts without incurring any additional liability for acts of a predecessor trustee, other than as already provided under California law. This provision is intended to permit the successor trustee to render accounts for the predecessor without creating any additional duty to investigate or to account. Nonetheless, if in the course of rendering accounts left undone by the predecessor trustee, the successor trustee obtains knowledge of a situation that may constitute a breach of trust committed by the predecessor trustee; the successor trustee shall deal with such knowledge in accordance with the successor trustee's fiduciary duties and powers.

7.3 Time Period For Objecting to Account

Upon receipt of an account by the trustee, a beneficiary has 180 days to make any objection to such account or to make any claim against the trustee for matters adequately

disclosed in such account. The existence of this time period for objecting to an account shall be stated in the accounts rendered by the trustee in a separate paragraph on the face of the account in not less than 12-point boldface type as follows:

NOTICE TO BENEFICIARIES

YOU HAVE ONE HUNDRED EIGHTY (180) DAYS FROM YOUR RECEIPT OF THIS ACCOUNT OR REPORT TO MAKE AN OBJECTION OR OBJECTIONS TO ANY ITEM SET FORTH IN THIS ACCOUNT OR REPORT. ANY OBJECTION YOU MAKE MUST BE IN WRITING; IT MUST BE DELIVERED TO THE TRUSTEE WITHIN THE PERIOD STATED ABOVE; AND IT MUST STATE YOUR OBJECTION. YOUR FAILURE TO DELIVER A WRITTEN OBJECTION TO THE TRUSTEE WITHIN THE TIME PERIOD STATED ABOVE WILL PERMANENTLY PREVENT YOU FROM LATER ASSERTING THIS OBJECTION AGAINST THE TRUSTEE. IF YOU DO MAKE AN OBJECTION TO THE TRUSTEE, THE THREE YEAR PERIOD PROVIDED IN SECTION 16460 OF THE PROBATE CODE FOR COMMENCEMENT OF LITIGATION WILL APPLY TO CLAIMS BASED ON YOUR OBJECTION AND WILL BEGIN TO RUN ON THE DATE THAT YOU RECEIVE THIS ACCOUNT OR REPORT.

(a) Mandated Disclosures Upon Incapacity of the Settlor

If the settlor becomes incapacitated, the trustee shall account to those persons who will become beneficiaries of income and/or principal distributions from the trust estate immediately following the death of the settlor in addition to accounting to the settlor, any person who may be acting as conservator of the estate of the settlor and any person who may be acting as agent under the settlor's durable

power of attorney for property management. If the settlor becomes incapacitated, the trustee shall provide a copy of this instrument and any amendments hereto to those persons who will become beneficiaries of income and/or principal distributions from the trust estate immediately following the death of the settlor.

ARTICLE EIGHT. CONCLUDING PROVISIONS

8.1 Perpetuities Savings Clause

Notwithstanding any other provision of this instrument, every trust created by this instrument shall terminate no later than twenty-one (21) years after the death of the last survivor of the settlor's and 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 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 settlor in creating the trust. The trustee's decision is to be final and incontestable by anyone.

8.2 Simultaneous Death

If any beneficiary under this instrument and the settlor die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, the settlor shall be deemed to have survived the beneficiary, and this instrument shall be construed accordingly.

8.3 Survivorship Requirement

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

8.4 No-Contest Clause

If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly does any of the following acts, 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 settlor.

(a) Without probable cause challenges the validity of this instrument on any of the following grounds:

- (i) Forgery;
- (ii) Lack of due execution;
- (iii) Lack of capacity;
- (iv) Menace, duress, fraud, or undue influence;
- (v) Revocation pursuant to the terms of this instrument or applicable law;
- (vi) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code section 21350 or applicable successor statute.

(b) Files a pleading to challenge the transfer of property on the grounds that it was not the transferor's property at the time of the transfer;

(c) Files a creditor's claim or prosecutes any action against the trust for any debt alleged to be owed to the beneficiary-claimant.

(d)

8.5 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 the settlor or by reason of the settlor’s death, including penalties and interest, but excluding the following:
 - (i) any additional tax that may be assessed under Internal Revenue Code Section 2032A; and
 - (ii) 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.

8.6 Intentional Omission of Children Born or Adopted After Execution of Trust

Except as otherwise provided in this instrument, the settlor has intentionally failed to provide in this instrument for any children born to or adopted by the settlor after the execution of this instrument.

8.7 Definition of Incapacity

As used in this instrument, “incapacity” or “incapacitated” means a person operating under a legal disability such as a duly established conservatorship, or a person who is unable to do either of the following:

- (a) Provide properly for that person's own needs for physical health, food, clothing, or shelter; or
- (b) Manage substantially that person's own financial resources, or resist fraud or undue influence.

The determination of incapacity shall be made by the trustee, but if the capacity of the trustee is at issue, the successor trustee.

8.8 Number and Gender

As used in this instrument, references in the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, and references to the singular shall be deemed to include the plural, and vice versa, wherever the context so permits.

8.9 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.

8.10 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.

8.11 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.

8.12 Gifts to Heirs

For any gift to "heirs" of the settlor that is made in this instrument, those heirs shall be determined as if the settlor had died intestate at the time for distribution prescribed in this

instrument, and the identity and shares of those heirs shall be determined according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect at the time the settlor is deemed to have died.

ARTICLE NINE. SIGNATURE AND EXECUTION

9.1 Execution

I certify that I 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 settlor of the trusts created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions. As trustee of the trusts created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions.

Executed on May 2, 2016, at Redlands, California.

SETTLOR-TRUSTEE

Ruth Suzanne Woods
Ruth Suzanne Woods

ACKNOWLEDGMENT

State of California)
)
County of San Bernardino)

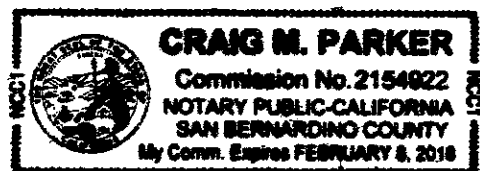
On May 2, 2016, before me, Craig M. Parker, a notary public, personally appeared Ruth Suzanne Woods, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Craig M. Parker

(Seal)



SCHEDULE OF TRUST ASSETS

1. Improved real property located at 40843 Caballero Dr., Cherry Valley, CA 92223, more specifically described as follows: Lot 21 of Tract 14209-1 in the county of Riverside, State of California, as per map recorded in Book 133, pages 33 through 38, inclusive of maps, in the office of the County Recorder of said County. APN 402-391-007-4.
2. Vanguard Account No. 67251954.
3. All interest in the Kinder Morgan Energy Partners, L.P., Partner Account Number 9N4 0027129101.
4. Janus Growth and Income Fund D. Shares, Account No. 40-202691527.
5. Janus Global Life Sciences Fund D Shares Account No. 59-202691527.
6. Washington National Insurance Company, Policy No. 0N831740.
7. Painter, Smith and Gorian, Inc., Account Number 2677-3520.