

BOURIL LIVING TRUST

December 29, 2004

(as restated on November 30, 2015)

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Bouril Living Trust

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Article One Establishing My Trust

On December 29, 2004, I established the Bouril Living Trust, wherein I reserved the right to amend the trust agreement, in whole or in part. On this day, November 30, 2015, I now exercise my power to amend that agreement, in its entirety, so that after amendment, the Bouril Living Trust is restated as provided in this trust agreement.

The parties to this restated agreement are Zita Catherine Bouril (the "Grantor") and Zita Catherine Bouril (my "Trustee").

By this agreement I intend to create a valid trust under the laws of California and under the laws of any state in which any trust created under this agreement is administered.

Section 1.01 Identifying My Trust

My trust is called the "Bouril Living Trust." However, the following format should be used for taking title to assets: "Zita Catherine Bouril, Trustee of the Bouril Living Trust, dated December 29, 2004, and any amendments thereto."

During any period that my trust is a Grantor Trust, the taxpayer identification number of my trust may be my Social Security number, in accordance with Treasury Regulation Sections 301.6109-1(a)(2)(i)(B) and 1.671-4(b)(2)(i)(A).

Section 1.02 Third-Party Reliance on Affidavit or Certification of Trust

My Trustee may provide an affidavit or certification of trust to third parties in lieu of providing a copy of this agreement. Third parties are exonerated from any liability for acts or omissions in reliance on the affidavit or certification of trust, and for the application that my Trustee makes of funds or other property delivered to my Trustee.

Section 1.03 Transferring Property to My Trust

By execution of this agreement, I transfer, convey, and assign to my Trustee, the trust property described on Schedule A, attached to this agreement, and my Trustee accepts and agrees to hold such property under the terms of this agreement. My Trustee may accept any additional property transferred to my trust, at any time, including as the result of a beneficiary designation.

To the extent California law allows, any joint tenancy interest conveyed to my trust will sever the joint tenancy, creating a separate property interest.

Section 1.04 Distributions of Income and Principal

During my lifetime, my Trustee will distribute to me or for my benefit, as much of the income and principal of my trust as I demand, or, in the absence of a demand, as much as my Trustee determines, in my Trustee's sole and absolute discretion.

Section 1.05 Powers Reserved by Me as Grantor

I retain the powers set forth in this Section in addition to any powers that I reserve in other provisions of this agreement.

(a) Action on Behalf of My Trust

Unless otherwise specified in Article Three, entitled "Trustee Succession," during any period that I am serving as a Trustee of my trust, I may act on behalf of my trust without the consent of any other Trustee.

(b) Amendment, Restatement, or Revocation

By a signed writing, I may amend, restate, or revoke this agreement, in whole or in part, for any purpose whatsoever.

An agent acting under a power of attorney for property may exercise the powers in this subsection (b) to the extent the power of attorney so authorizes. The agent's good-faith acts or omissions are conclusive on all persons interested in the trust and the agent will not be liable for the consequences.

(c) Addition or Removal of Trust Property

Without limitation, I may add and remove property from my trust.

(d) Approval of Investment Decisions

I may review and change my Trustee's investment decisions; however, my Trustee is not required to seek my approval before making investment decisions.

Article Two Family Information

Section 2.01 Marital Status

I am widowed.

Section 2.02 My Children and Descendants

I have five children: Joan Cloutier, Mark Bouril, Robert Bouril, Thomas Bouril, and Mary Bouril. All references in this agreement to "my children" are references to these children.

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In addition, "my children" includes any children subsequently born to or legally adopted by me.

References to "my descendants" are to my children and their descendants.

Article Three

Trustee Succession

Section 3.01 Definition of Incapacity

For purposes of this Article, any person, including me, is considered incapacitated if the requirements of Section 12.06(f) are satisfied.

Section 3.02 Trustee Succession During Incapacity

If I am incapacitated, I appoint the following, in the order named, to serve as Trustee of my trust, replacing the serving Trustee:

First: Joan Cloutier

Second: Robert Bouril

Third: Thomas Bouril

Section 3.03 Trustee Succession After Death

After my death, I appoint the following, in the order named, to serve as Trustee of my trust, replacing the serving Trustee, and over any trust created under this agreement:

First: Joan Cloutier

Second: Robert Bouril

Third: Thomas Bouril

Section 3.04 Trustee Resignation, Removal, and Appointment

If I am serving as Trustee, I may resign and appoint a replacement at any time. Any other Trustee may resign by giving notice to me, or if I am incapacitated, to my agent. If I am deceased, a resigning Trustee will give notice to the income beneficiaries of the trust and to any other Trustee then serving.

Any of the following may remove and replace any Trustee and fill a Trustee vacancy, with or without cause, at any time:

- (i) me;
- (ii) if I am incapacitated, a majority of my children;
- (iii) if I am incapacitated, the person acting as my agent under a power of attorney for property;

- (iv) if I am incapacitated, the person court-appointed for me as Conservator of the Estate;
- (v) the primary beneficiary of any trust created under this agreement as it relates to the Trustee of that trust; or
- (vi) a court, upon petition by a beneficiary, so long as the court does not acquire jurisdiction over the trust in excess of that necessary for the action requested.

Anyone listed may act and may negate the actions of those further down in the list. A primary beneficiary may not be self-appointed as Trustee.

The right to remove a Trustee under this Section may not be deemed to grant to any person holding that right any of the powers of that Trustee. If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

The replacement of a Trustee under this Section 3.04 does not invoke the Trustee succession provisions of Section 3.02 or Section 3.03, rather the name of the appointed Trustee under this Section replaces the name of the removed Trustee under the Trustee succession provisions.

Notice of removal must be in writing and delivered to the Trustee being removed, to any other Trustees then serving, and to the primary beneficiary of the trust. The removal will become effective according to the provisions of the written notice.

Notice of appointment must be in writing and delivered to the appointed Trustee, to any other Trustees then serving, and to the primary beneficiary of the trust. The appointment will become effective at the time of acceptance by the appointed Trustee.

Other than me and anyone who otherwise has a then-exercisable general power of appointment over the trust in question, if any person holding the power to remove and replace a Trustee or fill a Trustee vacancy is a transferor or beneficiary (as defined in Section 12.06(i)) of the trust in question, then a replacement Trustee or a Trustee to fill a vacancy, may only be appointed with a Trustee that is not related or subordinate to the person within the meaning of Section 672(c) of the Internal Revenue Code; and if a Trustee is removed and a replacement Trustee is appointed, the replacement Trustee must commence service simultaneously with the removal of the removed Trustee.

Section 3.05 Prohibition Against SNT Beneficiary Serving as Trustee

Notwithstanding any other provision of this agreement, under no circumstances may the beneficiary of a share of my trust estate that is being administered pursuant to the terms of Article Nine, entitled "Supplemental Needs Trust," serve as Trustee of that share.

Article Four

Administration of My Trust During Incapacity

While I am incapacitated, my Trustee will administer my trust and distribute its net income and principal as provided in this Article.

Section 4.01 Definition of My Incapacity

For purposes of this Article, I am considered incapacitated if I am unable to effectively manage my property or financial affairs because of age, illness, mental disorder, dependence on prescription medications or other substances, or any other cause, as determined by my Trustee, in my Trustee's sole and absolute discretion.

Section 4.02 Distributions for My Benefit

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

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

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

(a) If I am Hospitalized

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

(b) If I Require Home Care

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

(c) If Assisted Living or Nursing Home is Required

If it is no longer safe or reasonable for me to receive care in my home, my Trustee may make distributions to pay for my care in an assisted living facility, nursing home, or other residential-care facility. My Trustee will personally monitor, or will hire, at the expense of the trust, a care manager

or other qualified person who will monitor, or supervise the monitoring of my care to ensure that I am receiving the highest quality of care in the most comfortable surroundings reasonably available.

(d) Caregivers to be Hired as Needed

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

(e) Spiritual Needs

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

Section 4.03 Intent to Return Home

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

Section 4.04 Distributions for Gifting Purposes

My Trustee may make gifts to my descendants, other than my Trustee, in order to carry out my estate and long term care planning objectives. If my Trustee is one of my descendants, then my Trustee may appoint an Independent Trustee for the limited purpose of making gifts to my Trustee. The Independent Trustee so appointed is not subject to removal and replacement by anyone other than the appointing Trustee or the appointing Trustee's replacement.

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

Article Five

Administration Upon My Death

Section 5.01 Irrevocability

My trust will become irrevocable upon my death, and my Social Security number may no longer be used to identify my trust. My Trustee will apply for a separate Taxpayer Identification Number for my trust, as needed.

Section 5.02 Payment of My Claims and Expenses

My Trustee, in my Trustee's sole and absolute discretion, is authorized, but not directed, to pay:

- (i) expenses of my last illness, funeral, and burial or cremation, including expenses of memorials and memorial services;
- (ii) legally enforceable claims against me or my estate;
- (iii) expenses of administering my trust and my estate; and
- (iv) court-ordered allowances for those dependent upon me.

No third party may enforce any claim or right to payment against my trust by virtue of this discretionary authority. My Trustee may not pay any administrative expenses from assets passing to an organization that qualifies for the federal estate tax charitable deduction.

By authorizing my Trustee to make payments described in this Section, I do not thereby waive any statutory or common law exemption afforded to any asset from satisfaction of such payments (for example, from life insurance proceeds payable to my trust).

Article Six Tangible Personal Property

Section 6.01 Distribution of Tangible Personal Property by Memorandum

My Trustee will distribute the tangible personal property that I have listed in a separate written memorandum to the people specified in the memorandum. If a listed item is insured, the person who receives the item will also receive the insurance policy and succeed to any claims under the policy. If there is a conflict among multiple memoranda, the latest memorandum will control.

Section 6.02 Distribution of Remaining Tangible Personal Property

My Trustee will distribute my remaining tangible personal property to my children, but not to their descendants, in shares of substantially equal value, to be divided among my children as they agree. If my Trustee determines that a child is incapable of acting in his or her own best interest, my Trustee will appoint a person to represent the child in the division of the property.

If my children are unable to agree upon the division of the property within six months after my death, my Trustee will make the division. My Trustee may use a lottery or rotation system or any other method of allocation to determine the order of selection and distribution of the property. As an alternative, my Trustee may sell all or any portion of the property and distribute the net proceeds equally among my children who are then living.

If none of my children are then living, my Trustee will distribute such property according to the Articles that follow.

Any tangible personal property distributed under this Section also includes any insurance policies covering the property and any claims under those policies.

Section 6.03 Definition of Tangible Personal Property

For purposes of this Article, the term "tangible personal property" includes, but is not limited to, household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not include any tangible property that my Trustee, in my Trustee's sole and absolute discretion, determines to be part of any business or business interest that I own at death.

Section 6.04 Ademption

If property to be distributed under this Article becomes part of my trust estate in any manner after my death, then the gift will not adeem simply because it was not a part of my trust estate at my death. My Trustee will distribute the property as a specific gift in accordance with this Article. But if property to be distributed under this Article is not part of my trust estate at my death and does not subsequently become part of my trust estate, then the specific gift made in this Article is null and void, without any legal or binding effect.

Section 6.05 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or to the beneficiary's legal representative, my Trustee will pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in this agreement, my Trustee will distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

Article Seven

Residuary in Trust for Mary Bouril

My Trustee will hold my residuary trust estate in trust for the benefit of Mary Bouril as provided in Article Nine, entitled "Supplemental Needs Trust."

If Mary Bouril is deceased, my residuary trust estate will be distributed to my descendants, per stirpes. Upon the death of Mary Bouril, any amount remaining in her trust shall be distributed to my descendants, per stirpes.

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Article Eight

Remote Contingent Distribution

If, at any time, the other provisions of this agreement fail to provide for a beneficiary of any part of my trust estate, then that part will be distributed to those persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of California then in effect relating to the succession of separate property not acquired from a parent, grandparent, or predeceased spouse.

Article Nine

Supplemental Needs Trust

Trust property will be administered pursuant to the terms of this Supplemental Needs Trust Article when:

- (i) another Article of this agreement directs that the property is to be administered as provided in this Supplemental Needs Trust Article; or
- (ii) the beneficiary of the property under another Article of this agreement, other than me, is a Supplemental Needs Person, unless the other Article directs the beneficiary's interest to be distributed to a trust not created under this document.

"Beneficiary" under this Supplemental Needs Trust Article refers to the beneficiary of the property under the other Article. The provisions of the other Article shall continue to apply to the extent they do not conflict with the provisions of this Supplemental Needs Trust Article; specifically, the provisions of this Supplemental Needs Trust Article shall control the distributions of income and principal.

Section 9.01 Distributions of Income and Principal

The Trustee shall collect income and, after deducting all charges and expenses attributed thereto, may apply for Beneficiary's benefit, in-kind, or in cash, so much of the income and principal (even to the extent of the whole) as the Trustee deems advisable in the Trustee's sole and absolute discretion, **subject to the limitations set forth below**. The Trustee shall add the balance of net income not paid or applied to the principal of the Supplemental Needs Trust.

(a) Maximize Benefits

Consistent with the purpose of the Supplemental Needs Trust, before expending any amounts from the net income and/or principal of this trust, the Trustee shall consider the availability of all benefits from government or private assistance programs for which Beneficiary may be eligible. The Trustee, where appropriate and to the extent possible, shall endeavor to

maximize the collection and facilitate the distribution of these benefits for Beneficiary's benefit.

(b) No Reduction in Benefits

None of the income or principal of the Supplemental Needs Trust shall be applied in such a manner as to supplant, impair or diminish any governmental benefits or assistance for which Beneficiary may be eligible or which Beneficiary may be receiving, unless, in the sole and absolute discretion of the Trustee, such use of income and/or principal is beneficial to Beneficiary.

(c) No Assignment

Beneficiary shall not have the power to assign, encumber, direct, distribute or authorize distributions from the Supplemental Needs Trust.

(d) Discretionary Distributions

Notwithstanding the above provisions, the Trustee may make distributions to meet Beneficiary's need for food, shelter, health care, or other personal needs, even if those distributions will impair or diminish Beneficiary's receipt or eligibility for government benefits or assistance, but only if the Trustee determines that the distributions will better meet Beneficiary's needs, and it is in Beneficiary's best interests, notwithstanding the consequent effect on Beneficiary's eligibility for, or receipt of, benefits.

(e) Supplemental Needs Trust Savings Clause

In the event that the mere existence of the authority to make distributions that will impair or diminish Beneficiary's receipt or eligibility for government benefits or assistance, as specified in subsections (b) and (d), above, will result in a reduction or loss of Beneficiary's entitlement program benefits, regardless of whether the Trustee actually exercises the authority, then such authority specified in subsections (b) and (d), above, shall be null and void, and the Trustee's authority to make these distributions shall terminate. If such authority is terminated, then the Trustee's authority to make distributions shall be limited to distributions for Beneficiary's Supplemental Needs, in a manner that will not adversely affect Beneficiary's government benefits.

Notwithstanding any provision to the contrary, in the event that the Supplemental Needs Trust is challenged or faces imminent invasion by any governmental department or agency in such a way as to affect Beneficiary's eligibility for benefits available under any governmental program, the Trustee is empowered to amend the trust so as to maintain Beneficiary's eligibility for benefits under such governmental program.

Section 9.02 Definition of Supplemental Needs

“Supplemental needs” refers to the requisites for maintaining the good health, safety, and welfare of Beneficiary when, in the sole and absolute discretion of the Trustee, such requisites are not being provided by any public agency, office, or department of any state or of the United States.

Supplemental needs shall also include, but not be limited to, medical and dental expenses, annual independent checkups, clothing and equipment, programs of training, education, treatment and rehabilitation, private residential care, transportation (including vehicle purchases), maintenance, insurance, and essential dietary needs. Supplemental needs may include spending money; additional food; clothing; electronic equipment such as radio, recording and playback, television and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends. However, in deciding whether to make these distributions the Trustee must first consider the impact on certain government benefits as is directed in Section 9.05, entitled “Distribution Guidelines.”

The Trustee shall have no obligation to expend trust assets for such needs, but if the Trustee, in the Trustee’s sole and absolute discretion, decides to expend trust assets, under no circumstances should any amounts be paid to, or reimbursed to, the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of Beneficiary.

Section 9.03 Objective to Promote Independence of Beneficiary

While actions are in the Trustee’s sole and absolute discretion, the Trustee should be mindful that it is my wish that Beneficiary live as independently, productively, and happily as possible.

Section 9.04 Not Available Resource to Beneficiary

It is my intent to create a Supplemental Needs Trust that conforms to California law (or if Beneficiary is not a California resident, to the law of the state where Beneficiary resides), in order to provide for Beneficiary’s Supplemental Needs. I intend that the trust assets be used to supplement, not supplant, impair or diminish, any benefits or assistance of any Federal, state, county, city, or other governmental entity for which Beneficiary may otherwise be eligible or which Beneficiary may be receiving.

Consistent with that intent, it is my desire that, before expending any amounts from net income and/or principal of the trust, the Trustee consider the availability of all benefits from government or private assistance programs for which Beneficiary may be eligible and that, where appropriate and to the extent possible, the Trustee endeavors to maximize the collection of such benefits and to facilitate the distribution of such benefits for the benefit of Beneficiary. All actions of the Trustee shall be directed toward carrying out this intent and the discretion granted the Trustee under this agreement to carry out this intent is absolute.

For purposes of determining Beneficiary's eligibility for any such benefits, no part of the principal or undistributed income of the Supplemental Needs Trust shall be considered available to Beneficiary for public benefit purposes.

The Trustee shall hold, administer, and distribute all property allocated to the Supplemental Needs Trust for the exclusive benefit of Beneficiary during his or her lifetime. All distributions from the trust are in the sole and absolute discretion of the Trustee.

In the event the Trustee is requested to release principal or income of the Supplemental Needs Trust to or on behalf of Beneficiary to pay for equipment, medication, or services that any government agency is authorized to provide, or in the event the Trustee is requested to petition a court or any other administrative agency for the release of trust principal or income for this purpose, the Trustee is authorized to deny such request and is authorized in its sole and absolute discretion to take whatever administrative or judicial steps may be necessary to continue Beneficiary's eligibility for benefits, including obtaining legal advice about Beneficiary's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to Beneficiary for eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Supplemental Needs Trust.

Section 9.05 Distribution Guidelines

The Trustee shall be responsible for determining what discretionary distributions shall be made from the Supplemental Needs Trust, and may use a Care Manager in accordance with the provisions of this Article. The Trustee may distribute discretionary amounts of income and principal to or for the benefit of Beneficiary for those Supplemental Needs not otherwise provided by governmental financial assistance and benefits, or by the providers of services. Any undistributed income shall be added to principal.

In making distributions, the Trustee will:

- (i) consider any other known income or resources of Beneficiary that are reasonably available;
- (ii) take into consideration all entitlement benefits from any government agency, such as Social Security Disability payments (SSDI), Medicaid, California Department of Health Care Services, Supplemental Security Income (SSI), and any other special purpose benefits for which Beneficiary is eligible;
- (iii) take into consideration resource and income limitations of any such assistance program;
- (iv) make expenditures so that Beneficiary's standard of living will be comfortable and enjoyable;
- (v) not be obligated or compelled to make specific payments;

- (vi) not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by such governmental agency and reimbursement is required by the state; and
- (vii) not be liable for any loss of benefits.

Section 9.06 Use of Care Manager

The Trustee shall have the option of utilizing the services of a Care Manager to assist in advising on how best to provide for Beneficiary's needs. The primary objective of the Care Manager shall be to assist the Trustee to carry out the purposes of the Supplemental Needs Trust to ensure that Beneficiary maintains a safe living situation, receives counseling services when appropriate and lives as independently as possible.

A Care Manager shall be a professional Clinical Licensed Social Worker, Professional Conservator, or care management agency that has experience in the field of assessment of conditions similar to those of Beneficiary and is familiar with the public benefits to which Beneficiary may be entitled.

(a) Distribution Advisement

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

(b) Care Manager Account for Periodic Payments

If the Trustee uses a Care Manager, the Care Manager may from time to time establish periodic payments for part or all of the payments authorized under this agreement and maintain a separate bank account for disbursement by the Care Manager. Any account shall be carried in the name of the Supplemental Needs Trust and shall have the trust's federal tax identification number. At least monthly, the Care Manager shall provide information on receipts and disbursements from this account to the Trustee. This account shall contain no more than an amount reasonably necessary for Beneficiary's needs for a period of sixty (60) days.

The Trustee shall not be held liable for any actions of the Care Manager unless the Trustee has actual knowledge of and gave consent or approval of the Care Manager's proposed actions before such actions were actually taken. The Care Manager shall not make any distributions that may cause a reduction of public benefits unless the Trustee has consented to the distribution.

(c) Annual Care Plan

If the Trustee uses a Care Manager, the Care Manager shall provide to the Trustee, at least annually, a written care plan for purposes of evaluation of Beneficiary's medical and psychosocial status. The care plan shall include

recommendations concerning resources and services beneficial to Beneficiary.

(d) Quarterly Assessments

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

(e) Compensation of the Care Manager

If the Trustee uses a Care Manager, the Care Manager shall be entitled to fair and reasonable compensation for the services it renders. 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.

(f) The Resignation of a Care Manager

Any Care Manager may resign by giving thirty (30) days' written notice to the Trustee.

(g) Replacement of Care Manager

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

Section 9.07 No Seeking of Order to Distribute

For purposes of determining Beneficiary's state Medicaid program equivalent eligibility, no part of the principal or undistributed income of the Supplemental Needs Trust may be considered available to Beneficiary. The Trustee will deny any request by Beneficiary to:

- (i) release principal or income of the trust to or on behalf of Beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or
- (ii) petition a court or any other administrative agency for the release of trust principal or income for this purpose.

The Trustee may, in its sole and absolute discretion, take necessary administrative or legal steps to protect Beneficiary's state Medicaid program eligibility, including obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to Beneficiary for purposes of determining eligibility. Expenses for this

purpose, including reasonable attorney's fees, are a proper charge to Beneficiary's Supplemental Needs Trust.

Section 9.08 Indemnification of Trustee When Acting in Good Faith

The Trustee shall be indemnified from the trust property for any loss or reduction of public benefits sustained by Beneficiary as a result of the Trustee exercising, in good faith, the authority granted to the Trustee under this Article.

Section 9.09 Termination and Distribution of Supplemental Needs Trust

If the Trustee, in its sole and absolute discretion, determines that Beneficiary is no longer dependent on others and is able to provide independent support, the Trustee shall distribute or retain the remaining Supplemental Needs Trust property according to the other provisions of this agreement as though the provisions of this Article had not been effective.

If the other provisions of this agreement do not provide for the distribution or retention of the remaining property, then the Trustee shall distribute the remaining property to Beneficiary outright, free of trust.

"Independent support" shall be satisfied at such time as Beneficiary has been gainfully employed for thirty-three (33) months of a thirty-six (36) month period immediately preceding the decision to terminate the trust share.

The terms "gainful employment" and "gainfully employed" shall be construed to mean such full-time employment that produces sufficient net income to enable Beneficiary to contribute not less than 100 percent of the funds (exclusive of other sources of revenue) that are necessary to provide for the independent care, support, maintenance, and education of Beneficiary. The Trustee, in its sole and absolute discretion, shall determine whether or not Beneficiary has satisfied the condition of gainful employment.

Section 9.10 Distribution Upon the Death of Beneficiary

Upon the death of Beneficiary, the Trustee shall distribute or retain the remaining Supplemental Needs Trust property according to the other Article of this agreement that directed the property to be held pursuant to this Article.

If the other Article does not provide for distribution upon the death of Beneficiary, then the Trustee shall distribute or retain the remaining Supplemental Needs Trust property as though Beneficiary had predeceased me.

Section 9.11 Waiver of Court Invasion of Principal

Under no circumstances shall Supplemental Needs Trust principal be subject to any court-directed invasion pursuant to the provisions of the laws of California or any other state.

Section 9.12 Prohibition Against Beneficiary Serving as Trustee

Notwithstanding any other provision of this agreement, under no circumstances may Beneficiary serve as Trustee of any share that is being administered for his or her benefit under the provisions of this Supplemental Needs Trust Article.

Section 9.13 Limitation on Power to Remove and Replace Trustee

Notwithstanding any other provision of this agreement, Beneficiary has the power to remove the Trustee of the Supplemental Needs Trust, but may not appoint the replacement Trustee.

Section 9.14 No General Power of Appointment

Notwithstanding any provision of this agreement or state law to the contrary, Beneficiary shall not have a lifetime or testamentary general power of appointment as defined in Section 2041 of the Internal Revenue Code, or as defined under California law, or the laws of any other state.

Section 9.15 Application of Article

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

Article Ten

Administration of Trusts for Underage and Incapacitated Beneficiaries

Section 10.01 Distributions for Underage and Incapacitated Beneficiaries

If under another provision of this agreement any part of the trust property is directed or required to be distributed outright to a person (other than me) who has not yet attained the age of 25 years or is incapacitated, then my Trustee may distribute or retain that part of the trust property as described in Section 10.02, unless the provisions of Article Nine, entitled "Supplemental Needs Trust," apply.

When making a distribution, I request, but do not require, that my Trustee consider the ability that the beneficiary demonstrated in managing prior distributions.

All decisions made by my Trustee under this Article are final, controlling and binding upon all beneficiaries subject to the provisions of this Article.

Section 10.02 Methods of Distribution

Property to which this Article applies may be:

- (i) distributed directly to the beneficiary;

- (ii) distributed to the beneficiary's guardian, conservator, parent, family member, or other person who has assumed responsibility for his or her care;
- (iii) distributed to any person or entity, including my Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act, or similar statute;
- (iv) distributed to other persons or entities for the benefit of the beneficiary;
- (v) distributed to an agent authorized to act for the beneficiary under a power of attorney for property;
- (vi) retained in trust, distributing income and principal for any purpose, in any amount, using any of the methods described above, all in my Trustee's sole and absolute discretion, and distributing the remainder outright to the beneficiary when he or she attains the age of 25 years (unless he or she is incapacitated), and upon the beneficiary's death distributing the remainder as appointed by the beneficiary, and if not appointed, as though the beneficiary had predeceased me;
- (vii) retained in trust pursuant to the provisions of Article Nine, entitled "Supplemental Needs Trust," for the benefit of the beneficiary; or
- (viii) distributed or retained in any combination of one or more of the above.

Article Eleven

Trust Administration and Trustee Powers

The terms of this agreement supplement the provisions of California law, and to the extent they conflict, the terms of this agreement prevail, unless the conflicting provisions of California law are mandatory and may not be waived.

Section 11.01 Apportionment of Death Taxes

Except as otherwise specified in this agreement, my Trustee will apportion death taxes as provided under the law of California in effect at the date of my death.

Section 11.02 Distributions to Beneficiaries

Whenever this agreement authorizes or directs my Trustee to make a distribution of income or principal to a beneficiary, my Trustee may apply for the benefit of the beneficiary any property that otherwise could be distributed directly to the beneficiary. My Trustee has no responsibility to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this agreement.

Section 11.03 No Court Proceedings

My trust will be administered expeditiously, consistent with the provisions of this agreement, free of judicial intervention, and without order, approval, or action of any court.

Bouril Living Trust

Section 11.04 No Bond

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

Section 11.05 Trustee Exoneration

No successor Trustee is obligated to examine the accounts, records, or actions of any previous Trustee or of the Personal Representative of my estate. No successor Trustee will be in any way or manner responsible for any act, omission, or forbearance on the part of any previous Trustee or the Personal Representative of my estate.

Section 11.06 Trustee Compensation

My Trustee, other than me, will be entitled to fair and reasonable compensation for the services rendered as a fiduciary. My Trustee may charge additional fees for services that are not within its duties as Trustee, such as fees for legal services, tax return preparation, and corporate finance or investment banking services.

In addition to receiving compensation, my Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out its duties under this agreement.

Section 11.07 Exercise of Testamentary Power of Appointment

A testamentary power of appointment granted under this agreement may be exercised by a valid will that specifically refers to the power of appointment. The power holder may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the power holder designates. Except where this agreement specifically provides otherwise, the power holder may grant further powers of appointment to any person to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

My Trustee may conclusively presume that any power of appointment granted to any beneficiary of a trust created under this agreement has not been exercised by the beneficiary if my Trustee has no knowledge of the existence of a valid will exercising the power within 30 days after the beneficiary's death.

Section 11.08 Determination of Principal and Income

Beneficiaries' rights among themselves in matters concerning principal and income are governed by California law related to the allocation of principal and income. If California law contains no provision concerning a particular item, then my Trustee will determine in a fair, equitable, and practical manner what will be credited, charged, and apportioned between principal and income.

Section 11.09 Appointment of Independent Trustee

If my Trustee is not an Independent Trustee, and another provision of this agreement requires an Independent Trustee to act, then my Trustee may appoint an Independent Trustee to act.

Section 11.10 Action of Co-Trustees

Unless otherwise specified, if two Trustees are eligible to act with respect to a given matter, the concurrence of both is required; if more than two Trustees are eligible to act with respect to a given matter, the concurrence of a majority of the Trustees is required.

If an Interested Trustee joins in an action with respect to a given matter, then the authority of the Trustees for that action is limited to the authority given to an Interested Trustee with respect to the matter.

Even though an act may require the concurrence of more than one Trustee, any one Trustee may carry out the act on behalf of the trust with the same force and effect as if all Trustees had done so. Persons dealing with the acting Trustee in good faith may rely upon the Trustee's authority to act on behalf of the trust without inquiry as to the other Trustees' concurrence.

A nonconcurring Trustee may dissent or abstain from any action of the other Trustee or Trustees. The nonconcurring Trustee is absolved from personal liability by registering his or her dissent or abstention in the records of the trust. After doing so, the nonconcurring Trustee will then act with the other Trustees in any way necessary or appropriate to effectuate the action of the other Trustees.

Section 11.11 Trustee Authority to Disclaim or Release Powers

Notwithstanding any provision of this agreement to the contrary, any Trustee may disclaim or release, in whole or in part, by an instrument in writing, any power held as Trustee, irrevocably or for any period of time that the Trustee may specify. The Trustee may make the relinquishment of a power personal to the Trustee or may relinquish the power for all subsequent Trustees.

Section 11.12 Appointment of a Co-Trustee

My Trustee may appoint a Co-Trustee to serve only while the appointing Trustee is serving. The appointing Trustee may revoke the appointment at any time, with or without cause.

Section 11.13 Appointment of Agent

My Trustee may execute a power of attorney appointing any person or entity as his or her agent to exercise any or all of the rights, powers, and discretions that my Trustee could have exercised.

Section 11.14 Additions to Separate Trusts

If upon my death, or upon the termination of any trust created under this agreement, a final distribution is to be made to a person who is the primary beneficiary of another trust created or provided for under this agreement, and there is no specific indication whether the distribution is to be made in trust or outright, free of trust, my Trustee will make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, my Trustee will treat the distribution as though it had been an original part of the second trust.

Section 11.15 Authority to Terminate Trusts

If, at any time, my Trustee determines that a trust created under this agreement is no longer economical or is otherwise inadvisable to administer as a trust, or if my Trustee deems it to be in the best interest of my beneficiaries, my Trustee, without further responsibility, may terminate the trust and distribute the trust property, including any undistributed net income, in the following order of priority:

- (i) to me, if I am then living;
- (ii) if I am not then living, to the beneficiaries then entitled to mandatory distributions of net income of the trust and in the same proportions; and
- (iii) if none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of net income of the trust, in such amounts and shares as my Trustee may determine.

This power may only be exercised by an Independent Trustee. This power may not be exercised as it relates to any trust to which the provisions of Article Nine, entitled "Supplemental Needs Trust," apply (but the provisions of Section 9.09, entitled "Termination and Distribution of Supplemental Needs Trust," remain effective).

Section 11.16 Beneficiary's Status

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

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

Section 11.17 Generation-Skipping Transfer Tax Considerations

My Trustee may divide the property of my trust into two separate trusts as specified in this Section so that the allocation of Available GST Exemption can be made to a trust that will be entirely exempt from generation-skipping transfer tax (the "exempt trust").

The exempt trust will consist of the largest fractional share of the total trust assets that will permit the exempt trust to be entirely exempt from generation-skipping transfer tax. The "nonexempt trust" will consist of the balance of the total trust assets.

For purposes of computing the fractional share, asset values as finally determined for federal estate tax purposes will be used. The fraction will be applied to the assets at their actual value on the effective date or dates of distribution so that the actual value of the fractional share resulting from the application of the fraction will include fluctuations in the value of the trust property. The trusts created under this Section will have the same terms as the original trust. I request, but do not require, that to the extent possible, the value of any Roth IRAs payable to my trust be allocated to the exempt trust.

Section 11.18 Lending Powers

My Trustee may make secured or unsecured loans to any person (other than a Supplemental Needs Person, but including any other beneficiary), entity, trust, or estate, for any term or payable on demand, with or without interest. My Trustee may enter into or modify the terms of any mortgage or security agreement granted in connection with any loan and may release or foreclose on the mortgage or security.

Section 11.19 My Trustee's Powers

My Trustee may exercise, without prior approval from any court, all the powers conferred by this agreement and any powers conferred by law, including, without limitation, those powers set forth under the common law or statutory law of California or any other jurisdiction whose law applies to this agreement. The powers set forth in Division 9 of the California Probate Code are specifically incorporated into this agreement. The powers conferred upon my Trustee by law and those powers incorporated above, are subject to any express limitations or contrary directions contained in this agreement.

Specifically, my Trustee has the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests of all kinds, including accounts at financial institutions.

My Trustee will exercise these powers in the manner that my Trustee determines to be in the best interests of the beneficiaries. My Trustee may not exercise any power in a manner that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the property, in accordance with general legal principles of beneficiaries and fiduciaries.

My Trustee may have duties and responsibilities in addition to those described in this agreement. I encourage my Trustee to obtain appropriate legal advice if my Trustee has any questions concerning its duties and responsibilities as Trustee.

Section 11.20 Waiver of Court-Ordered Invasion of Principal

Under no circumstances shall trust principal be subject to any court-directed invasion pursuant to any provision of California law, or the laws of any other state.

Article Twelve

General Provisions

Section 12.01 Maximum Term for Trusts

Notwithstanding any other provision of this agreement to the contrary, unless terminated earlier under other provisions of this agreement, each trust created under this agreement terminates upon the expiration of the longest period that property may be held in trust under this agreement without violating the applicable rule against perpetuities.

If the maximum term for trusts under the applicable rule against perpetuities is determined by reference to the death of the last to die among a group of individuals, the group of individuals will consist of the descendants of my maternal and paternal grandparents, who are alive at the relevant time.

At that time, the remaining trust property will vest in and be distributed to the persons then entitled to receive mandatory distributions of net income of the trust and in the same proportions to which they are entitled to receive the net income. If no beneficiary is entitled to receive mandatory distributions of net income, then the remaining trust property will vest in and be distributed to the beneficiaries then entitled to receive discretionary distributions of net income of the trust, in equal shares.

Section 12.02 Spendthrift Provision

Neither the income nor the principal of any trust created under this agreement may be assigned, anticipated, encumbered, alienated, or otherwise voluntarily transferred in any manner by any beneficiary. In addition, neither the income nor the principal of any trust created under this agreement is subject to attachment, bankruptcy proceedings or any other legal process, to the interference or control of creditors or others, or otherwise subject to any involuntary transfer.

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

Section 12.03 Contest Provision

If, after receiving a copy of this Section, any person, in any manner, directly or indirectly, attempts to contest or oppose the validity of this agreement (including any amendment to this agreement), or commences, continues, or prosecutes any legal proceeding to set this agreement aside, then such person shall forfeit his or her share, cease to have any right or interest in the property, and shall, for purposes of this agreement be deemed to have predeceased me.

This Section may not be applied so as to cause a forfeiture of any distribution otherwise qualifying for the charitable deduction.

However, if California law governs the foregoing provisions of this Section, then California Probate Code Section 21311 applies, and the foregoing provisions of this Section may only be enforced against the following types of contests:

- (i) a direct contest that is brought without probable cause;
- (ii) a pleading to challenge a transfer of property on the grounds that it was not the transferor's property at the time of the transfer; and
- (iii) the filing of a creditor's claim or prosecution of an action based on it.

The terms "direct contest" and "pleading" have the same meanings as set forth in California Probate Code Section 21310. All trusts created in this agreement are "protected instruments" as provided in California Probate Code Section 21310(e).

Section 12.04 Survivorship Presumption

If a beneficiary dies within 30 days after my death, then the beneficiary will be deemed to have predeceased me for purposes of this agreement.

Section 12.05 Changing the Governing Law and Situs of Administration

My Trustee may, at any time, change the governing law of the trust, remove all or any part of the property or the situs of administration of the trust from one jurisdiction to another, or both. My Trustee may elect, by filing an instrument with the trust records, that the trust will thereafter be construed, regulated and governed as to administration by the laws of the new jurisdiction. My Trustee may take action under this Section for any purpose my Trustee deems appropriate, including the minimization of any taxes in respect of the trust or any beneficiary of such trust, and may do so with or without providing notice to any beneficiary.

If necessary, or if deemed advisable by my Trustee, my Trustee will appoint an Independent Trustee to serve as trustee in the new situs.

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

Section 12.06 Definitions

For purposes of this agreement, the following terms have the following meanings:

(a) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants, has the same rights and shall be treated in the same manner under this agreement as would children born of the adopting parent, provided such person is legally adopted prior to attaining the age of 18 years. A person is deemed to be legally adopted if the

adoption was legal in the jurisdiction in which it occurred at the time that it occurred.

A fetus in utero that is later born alive shall be considered a person in being during the period of gestation.

(b) Agreement

The term “this agreement” means this trust agreement and includes all trusts created under the terms of this trust agreement.

(c) Available GST Exemption

An individual’s “Available GST Exemption” means the GST exemption provided in Section 2631 of the Internal Revenue Code in effect at the time reduced by the aggregate of:

- (i) the amount, if any, of GST exemption allocated to lifetime transfers; and
- (ii) the amount, if any, of allocations of GST exemption made or deemed made to transfers other than allocations to transfers under this agreement.

If, at the time, the individual has made a gift with an inclusion ratio of greater than zero but has not filed a gift tax return and the due date for the gift tax return has not yet passed, that individual’s GST exemption is deemed to have been allocated to this gift to the extent necessary and possible to exempt the gift from generation-skipping transfer tax.

(d) Descendants

The term “descendants” means the lineal descendants of all generations of the identified person, and includes children whose relationships with their parents arose from any of the following:

- (i) natural birth;
- (ii) legal adoption;
- (iii) court declaration of parentage; and
- (iv) recognition of parent-child relationship by state law for children born during a domestic partnership, civil union, or marriage.

(e) Grantor

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

(f) Incapacity

Except as otherwise provided in this agreement, a person is deemed incapacitated in any one of the following circumstances.

(1) The Opinion of a Licensed Physician

An individual is deemed incapacitated whenever, in the opinion of a licensed physician, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause.

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

(2) Court Determination

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

(3) Disappearance, Absence, or Detention

An individual is deemed incapacitated whenever, in my Trustee's sole and absolute discretion, he or she cannot effectively manage his or her property or financial affairs due to disappearance, absence, or detention (including incarceration).

A person's disappearance, absence, or detention (including incarceration), may be established by an affidavit of my Trustee describing the relevant circumstances. A third party dealing in good faith with my Trustee may rely on the affidavit as conclusive evidence of incapacity.

(g) Income Beneficiary

The term "income beneficiary" means any beneficiary who is then entitled to receive distributions of the net income of the trust, whether mandatory or discretionary.

(h) Independent Trustee

The term "Independent Trustee" means a Trustee who is not an Interested Trustee as defined in subsection (i). Whenever a power is granted exclusively to an Independent Trustee or the phrase "other than an Interested Trustee" is used (or similar prohibitive language), then the power or discretion may be exercised only by an Independent Trustee.

(i) Interested Trustee

The term "Interested Trustee" means a Trustee who (1) is a transferor or beneficiary; (2) is related or subordinate to a transferor or beneficiary; (3) can be removed and replaced by a transferor with either the transferor

or a party who is related or subordinate to the transferor; or (4) can be removed and replaced by a beneficiary with either the beneficiary or a party who is related or subordinate to the beneficiary.

For purposes of this subsection, (1) "transferor" means a person who transferred property to the trust, including a person whose disclaimer resulted in property passing to the trust; (2) "beneficiary" means a person who is or in the future may be eligible to receive income or principal from the trust pursuant to the terms of the trust, even if such person has only a remote contingent remainder interest in the trust, but not if the person's only interest is as a potential appointee under a power of appointment; and (3) "related or subordinate" means related or subordinate within the meaning of Section 672(c) of the Internal Revenue Code.

(j) Internal Revenue Code and Treasury Regulations

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

(k) Per Stirpes

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

(l) Primary Beneficiary

The primary beneficiary of a trust created under this agreement is the oldest income beneficiary of that trust unless some other individual is specifically designated as the primary beneficiary of that separate trust.

(m) Qualified Retirement Plan

The term "qualified retirement plan" means a plan qualified under Section 401 of the Internal Revenue Code, an individual retirement arrangement under Section 408 or Section 408A or a tax-sheltered annuity under Section 403. The term "qualified retirement benefits" means the amounts held in or distributed pursuant to a plan qualified under Section 401, an

individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403 or any other benefit subject to the distribution rules of Section 401(a)(9).

(n) Shall and May

Unless otherwise specifically provided in this agreement or by the context in which used, I use the word “shall” in this agreement to command, direct or require, and the word “may” to allow or permit, but not require. In the context of my Trustee, when I use the word “may” I intend that my Trustee may act in my Trustee’s sole and absolute discretion unless otherwise stated in this agreement.

(o) Supplemental Needs Person

The term “Supplemental Needs Person” means a person who:

- (i) is disabled; or
- (ii) is receiving, or is eligible to receive, assistance or other benefits under a means-based government program (such as Medicaid or Supplemental Security Income).

As used above, the term “disabled” means disabled as defined in United States Code Title 42, Section 1382c(a)(3), or under California law related to means-based government programs.

As used above, the term “assistance” means assistance or medical assistance as defined in United States Code Title 42, Section 1396d(a), or under California law related to means-based government programs.

(p) Trust

The terms “trust,” “my trust,” “this trust,” “this agreement,” and similar terms refer to this agreement and all trusts created under the terms of this agreement.

(q) Trustee

The terms “Trustee” and “my Trustee” refer to the Trustees named in Article One, entitled “Establishing My Trust,” and to any successor, substitute, replacement, or additional person, corporation or other entity that is from time to time acting as the Trustee of any trust created under the terms of this agreement. The term “Trustee” refers to singular or plural as the context may require.

(r) Trust Estate and Trust Property

The terms “trust estate” and “trust property” mean all property (income and principal) held by my Trustee under this agreement, including all property that my Trustee may acquire from any source.

Section 12.07 General Provisions and Rules of Construction

The following general provisions and rules of construction apply to this agreement:

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context.

(b) Headings of Articles, Sections, and Subsections

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

(c) Governing Law

Unless the Situs of Administration is changed as provided in Section 12.05, California law governs the validity and construction of this agreement.


(d) Severability

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

Grantor and Trustee

I hereby execute this agreement on November 30, 2015.

I certify that I have read this agreement, that I understand it, and that it correctly states the provisions under which the trust property is to be administered and distributed by my Trustee.


Zita Catherine Bouril, Grantor and Trustee

Bouril Living Trust

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

State of California)

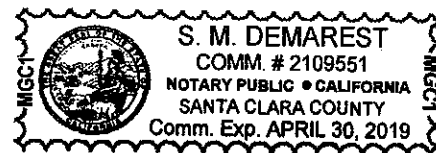
County of Santa Clara)

On November 30, 2015 before me, S. M. Demarest, a Notary Public, personally appeared Zita Catherine Bouril, 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.

Signature *S. M. Demarest*



(Seal)

Bouril Living Trust

Schedule A

Ten Dollars Cash

Real property located at 735 Joseph Lane, Morgan Hill, CA 95020 bearing APN 817-69-105.

Accounts held at Commonwealth Central Credit Union.

Accounts held at Fidelity Investments.

Bouril Living Trust

A - 1

The Law Offices of James A. Ward, 7888 Wren Avenue, Suite D-140, Gilroy, California (408) 847-4800