

DECLARATION OF TRUST

RAMONA L. GILMORE, called the "Settlor" or the "Trustee", depending on the context, declares that she has set aside and holds in trust the property described in Schedule "A" attached to this instrument.

PREAMBLE

RAMONA L. GILMORE is unmarried with one (1) adult child, namely, THOMAS DALE GILMORE, referred to as "child."

It is her desire, by this instrument, to create an inter vivos revocable trust in accordance with the laws of the State of California whereby she will hold in trust her property and manage it for her benefit during her life and provide for her son and other heirs upon her death as more particularly set forth below.

ARTICLE I

Property subject to this instrument is referred to as the "trust estate" and shall be held, administered and distributed in accordance with this instrument.

ARTICLE II

A. During the lifetime of the Settlor, the Trustee shall pay to the Settlor, or shall apply for the Settlor's benefit, the net income of the estate in quarter-annual or more frequent installments. If the Trustee considers the net income insufficient, the Trustee shall pay to the Settlor, or apply for the benefit of the Settlor, as much of the principal of the

estate as is necessary in the Trustee's discretion for the Settlor's proper health, support, maintenance, comfort and welfare, in accordance with her accustomed manner of living at the date of this instrument.

B. The Trustee shall exercise in a liberal manner the power to invade principal contained in this Article II, and, during the lifetime of the Settlor, the rights of the remaindermen in the trust shall be considered of secondary importance.

C. The Settlor may at any time direct the Trustee in writing to pay single sums or periodic payments out of the estate to any person or organization, including the Settlor.

ARTICLE III

On the death of RAMONA L. GILMORE, upon the written demand of the personal representative of her estate certifying that the assets of the probate estate are insufficient for such purpose, the Trustee shall pay from the Trust, either directly or to such personal representative, the amount such personal representative shall certify to be necessary for the payment of debts, expenses of last illness, funeral expenses, administration expenses and other costs incurred for her support, for which her estate shall be liable, and any estate, inheritance or succession taxes occasioned or payable by reason of her death, whether with respect to any contribution to this trust or with respect to other assets outside this trust, including interest and penalties thereon. The Trustee may rely

absolutely upon the certification by such personal representative of the amounts necessary to pay such expenses and such taxes. The Trustee shall have no liability for any action taken or omitted to be taken by such personal representative in protesting or failing to protest the legality, propriety or amount of such expenses and taxes. In the absence of any such certification, the Trustee shall have the discretion to pay all or any portion of such expenses and such taxes directly. In addition, the Trustee shall be obligated to pay any federal estate tax to the extent this trust holds United States Treasury obligations acceptable at par value in payment of such federal estate tax.

Notwithstanding anything in this instrument to the contrary, the Trustee shall not pay any death taxes, including interest or penalties, last illness and funeral expenses, attorney's fees, administration expenses, debts or other obligations of the Settlor or of her estate from funds received from qualified retirement plans that are excludable from her gross estate for federal estate tax purposes under Section 2039 of the Internal Revenue Code or any successor statute, or from proceeds of insurance policies on her life. However, to the extent there are not other assets available for such purposes, or to the extent the trust includes insurance proceeds in excess of the amount of the insurance exemption available under the California Revenue and Taxation Code, the Trustee, in his discretion, may use insurance proceeds that are otherwise

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GUY G. GIBSON, JR.
115 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

taxable in her estate for federal estate tax purposes for such payments.

ARTICLE IV

After the death of RAMONA L. GILMORE, the Trustee shall be directed to distribute said trust estate as follows:

A) To my son, THOMAS DALE GILMORE, the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) to be held in trust for his lifetime subject to the trust provisions as set forth below;

TRUST PROVISIONS:

1. So long as my child, THOMAS DALE GILMORE, shall live, the Trustee shall pay to or apply for the benefit of such child on a quarterly basis the net income only, (NOT the principal), of the trust.
2. No beneficiary or remainderman shall have any right, power or authority to sell, transfer, assign, pledge, mortgage, alienate, hypothecate, encumber or otherwise impair all or any part of his or her interest in the trust estate or in the principal or income of any of the separate trusts provided for in this Will, directly or indirectly, or in any manner whatsoever. To the fullest extent allowed by the law, the interest of each and every beneficiary and remainderman shall be free from claims, control or any other

interference on the part of his or her creditors and shall be free from attachment, execution, bankruptcy proceedings or any other legal process. The Trustee shall pay, disburse and distribute principal and income only in the manner provided for in this Will and not on any attempted transfer or assignment by any beneficiary or remainderman or by operation of law.

3. In the event that THOMAS DALE GILMORE should predecease me or upon his subsequent demise, I direct the Trustee to distribute my son's share of the trust to THE RAMONA L. GILMORE SCHOLARSHIP TRUST FUND in accordance with its terms set forth below.

B) To my friend, CAROL COLLINS, any automobile that I may own including any insurance proceeds thereon to be given to her upon her completion of settling my estate matters, otherwise, said vehicle shall be sold and the proceeds placed in the RAMONA L. GILMORE SCHOLARSHIP TRUST FUND as provided for hereinafter, provided further that if I have no vehicle or if its value is less than TEN THOUSAND DOLLARS (\$10,000.00), she shall receive the sum of TEN THOUSAND DOLLARS (\$10,000.00) in lieu of the gift of said vehicle. Whether or not she serves as my Trustee, she shall receive my 1 carat of diamonds tennis bracelet set in 14 karat gold, my 14 karat gold

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GUY G. GIBSON, JR.
115 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

ring set with two larger diamonds in center surrounded by 12 cut diamonds totalling one carat of diamonds, my 10 milligram old fashioned gold wedding band, and my 4 strand fresh water pearl necklace with gold clasp matching freshwater pearl earrings;

C) To my sister, EVELYN DUCHNOWSKI, all of my clothes, including the mink coat. I suggest that she give the clothes to the Good Will or turn them over to a consignment shop with any proceeds to be given to her. I also include all of the costume jewelry that I may have. I will keep the costume jewelry in a different place than the genuine items. Also to my sister, my two most precious possessions, my Maltese dogs, namely; PATE' A CHOUX and BOGART POCO MIRACOLO. I beg that the dogs not be separated and if for some reason she cannot care for the dogs, that she find a home for them with people who will care for them with love and kindness. I leave the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to my sister to be used to provide for their food, grooming, veterinary and burial expenses.

D) It is my intent to give my jewelry to people while I am alive. If I should die before accomplishing all of this distribution, then distribution to be made as follows:

1. To LAURA GJESTON, my double eagle pendant and gold chain, my 14 karat gold band ring set with jade stone encased in 22 karat Chinese gold;

2. To ERIN EASTWOOD, my diamond heart with white gold chain and diamond earrings set in 14 karat gold;

3. To MEGAN EASTWOOD, my sapphire and diamond pendant with 14 karat white gold chain and matching diamond earrings set in 14 karat white gold;

4. To KATHY EASTWOOD, my sapphire and diamond ring set in 14 karat gold and my large 14 karat gold nugget pendant;

5. To PHYLLIS DE GIOIA, my jade elephant pendant, 14 karat gold chain, jade and gold earrings and my gold Seiko watch;

6. To my sister, EVELYN DUCHNOWSKI, my opera length pearl necklace given to me by my employees and my 14 karat gold pearl and diamond ring;

7. To my niece, DIANE GIBEAUX, my choker pearl necklace given to me by GEORGE HUGHES;

8. To my friend, KAY WILKERSON, my 14 karat gold ring guard set with 1 carat of diamonds, my 14 karat gold solitaire ring set with 1/4 carat diamond to be worn with above noted ring guard and 14 karat gold ring with oval green jade stone with 18 small diamonds;

9. To BRENDA SIMS, my large emerald cut blue

topaz ring set with 2 small diamonds in 14 karat gold.

E) The rest and residue of my estate after payment of taxes and expenses of administration in a trust to be known as THE RAMONA L. GILMORE SCHOLARSHIP TRUST FUND with my intent described as follows:

1. Upon my death, the successor trustee should contact APRIL FERGUS, real estate agent. Instruct her to attempt to sell my home, furnishings, linen, dishes, bedding, and any remaining accessories located at 3461 Reddick Court, El Dorado Hills, CA, in a "turn key" operation. If this is not successful, then an estate sale shall be held. My attorney, GUY G. GIBSON, JR., can advise regarding the estate sale. All proceeds of the sale to become a part of THE RAMONA L. GILMORE SCHOLARSHIP TRUST FUND. There is presently no mortgage or any debt whatsoever on either the home or furnishings.

2. THE RAMONA L. GILMORE SCHOLARSHIP TRUST FUND

The intent of this trust is to help students of any age who have graduated from High School in the top ten (10%) of their class who, for financial reasons, would not otherwise be able to attend college.

I do not wish to restrict the awarding of

any scholarship funds because of race, color, creed or sex as long as the individual is a U.S. citizen. If the student maintains grades and demonstrates commitment, he or she will continue to receive an annual scholarship award until graduation. The annual award can continue to be granted to the same individual on an annual basis for two additional years to pursue further education, such as a Masters Degree, Pre-Medical, etc., if the chosen profession will be of benefit to other people and on the condition they at all times maintain a 3.0 grade point average ("B" average).

If there are sufficient funds in the trust funds to sponsor more than one student at a given time, that is allowable. However, interest income only is to be used for the scholarship award. The principal is not to be used for any other purpose.

I choose to place the scholarship award at the California State University, Sacramento. I visualize a committee to be named by the University (two or more persons). I appoint JEFFREY D. CHAPMAN to act as a member of the committee, with his vote to be the deciding vote on the annual selection of the student(s).

MR. JEFFREY D. CHAPMAN is a young man with whom I have worked for many years, and who has earned my respect for his integrity, abilities and motivation. He understands more than any other individual what I am trying to accomplish in creating this scholarship trust fund and epitomizes the kind of person I wish to help so that they may reach their full potential academically. In the event that Mr. Chapman is not able to continue to serve as a member of the committee, he is authorized to name another person who will hopefully carry on my intent in this regard. If there is no such designation, then it shall be in the discretion of CALIFORNIA STATE UNIVERSITY, SACRAMENTO, so long as the terms and intent of the scholarship trust fund are carried out.

If the student is a retail clerk, or the child of a retail clerk who is a member of any U.F.E.W. Union in the State of California, that student to be given special consideration to receive the scholarship award. In this way, I hope to show my appreciation to the industry which no doubt made it possible for me to accumulate enough assets to establish my dream of a scholarship trust fund.

LAW OFFICES OF
BUY G. GIBSON, JR.
115 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

ARTICLE V

The following are my burial instructions:

1. Under NO circumstances am I to be cremated.
2. I wish to be embalmed and the casket may be open for viewing if I am presentable.
3. Any service may be held at the mortuary. I am a baptized Lutheran.
4. I do not have strong feelings with respect to flowers as opposed to donations to a favorite charity. Whatever people want to do is fine with me, however donations to the RAMONA L. GILMORE SCHOLARSHIP FUND would be appreciated.
5. I wish to be interred at EAST LAWN CEMETERY located at 43rd and Folsom Blvd., Sacramento, California. I plan to select a crypt in the new building to be completed sometime in 1990. In the event I should die before I am able to prepay for a crypt, I believe there is still space in an existing building. Please contact MR. AL COLLINS at EAST LAWN who advised me that the cost of the crypt would be approximately \$3,500.00. I leave the selection of the casket to GAROL COLLINS, if I am placed in a crypt. If, for any reason, it is necessary to place my body in the ground at EAST LAWN, then I desire that a vault be purchased and a copper coffin.

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GUY G. GIBSON, JR.
115 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

CAROL COLLINS should not be concerned about the cost as I am sure there will be sufficient funds to follow my wishes in this regard.

6. If possible, I would like PAUL BASEFORD to officiate at any funeral ceremony. He is a Catholic priest, but more importantly, we grew up and attended school together in Maryville, MO.

ARTICLE VI

A. During the lifetime of the Settlor, this trust may be revoked in whole or in part with respect to her property by an instrument in writing signed by the Settlor and delivered to the Trustee. On revocation, the Trustee shall promptly deliver to the Settlor all or the designated portion of that property. If this instrument is revoked with respect to all or a major portion of the assets subject to the instrument, the Trustee shall be entitled to retain sufficient assets reasonably necessary to secure payment of liabilities lawfully incurred by the Trustee in the administration of the Trust, including Trustee's fees that have been earned, unless the Settlor shall indemnify the Trustee against loss and expense.

B. On the death of the Settlor, no provision of this trust may be amended, revoked or terminated.

Revocation and amendment shall be made in the manner provided in Paragraphs A and C of this Article V.

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GUY G. GIBSON, JR.
415 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

C. The Settlor may at any time during her lifetime amend any of the terms of this instrument by an instrument in writing signed by the Settlor and delivered to the Trustee. No amendment shall substantially increase the duties or liabilities of the Trustee or change the Trustee; compensation without the Trustee's consent, nor shall the Trustee be obligated to act under such an amendment unless the Trustee accepts it. If a Trustee is removed, the Settlor shall pay to that Trustee any sums due and shall indemnify that Trustee against liability lawfully incurred by that Trustee in the administration of the trusts.

D. The powers of the Settlor to revoke or amend this instrument are personal to her and shall not be exercisable on her behalf by any guardian, conservator or other person except that revocation or amendment may be authorized, to the extent permitted by this instrument, after notice to the Trustee, by the court that appointed the guardian or conservator.

ARTICLE VII

A. In order to carry out the provisions of the trust created by this instrument, the Trustee shall have the following powers in addition to those now or hereafter conferred by law:

1. To invest and reinvest all or any part of the trust estate in such common or preferred stocks, shares of investment trusts and investment companies, bonds, debentures,

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GUY G. GIBSON, JR.
115 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

mortgages, deeds of trust, mortgage participations, notes, real estate or other property as the Trustee in the Trustee's discretion may select; and the Trustee may continue to hold in the form in which received (or the form to which changed by reorganization, split-up, stock dividend, or other like occurrence) any securities or other property the Trustee may at any time acquire under the trusts created by this instrument, it being the Settlor's express desire and intention that the Trustee shall have full power to invest and reinvest the trust's funds without being restricted to forms of investment that the Trustee may otherwise be permitted to make by law; and the investments need not be diversified; provided, however, that the aggregate return of all investments of the Trust from time to time shall be reasonable in light of then existing circumstances; provided further that during the Settlor's lifetime, she shall have the power to require the Trustee to make all or part of the principal of the Settlor's Trust productive or to convert promptly any unproductive part into productive property. This power shall be exercised by the Settlor in a written instrument delivered to the Trustee.

2. To continue to hold any property including any shares of any Trustee's own stock and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trusts as long as the Trustee deems advisable.

3. To have all the rights, powers and

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

4. To buy, sell and write stock and other security options (including, without limitation, put and call options), establish and maintain margin accounts, and sell securities "short against the box."

5. To hold securities or other property in the Trustee's name as trustee under the trusts created by this instrument, or in the Trustee's own name, or in the name of either Trustee, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass.

6. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property.

7. To lease trust property for terms within or beyond the term of the trusts created by this instrument for any purpose, including exploration for and removal of gas, oil and other minerals; and to enter into community oil leases,

LAW OFFICES OF
JUY G. GIBSON, JR.
115 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

pooling and unitization agreements.

8. To lend money to any person, including the probate estate of the Settlor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

9. To purchase property at its fair market value, as determined by the Trustee in the Trustee's discretion, from the probate estate of the Settlor.

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

11. To release or to restrict the scope of any power that the Trustee may hold in connection with the trusts created under this instrument, whether such power is expressly granted in the instrument or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee, specifying the powers to be released or restricted and the nature of the restriction.

12. To purchase bonds and to pay such premiums in connection with the purchase as the Trustee in the Trustee's

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JUY G. GIBSON, JR.
115 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

discretion deems advisable; provided, however, that each premium shall be repaid periodically to principal out of the interest on the bond in such reasonable manner as the Trustee shall determine and, to the extent necessary, out of the proceeds on the sale or other disposition of the bond.

13. To purchase bonds at such discount as the Trustee in the Trustee's discretion deems advisable; provided, however, that each discount shall be accumulated periodically as interest in such reasonable manner as the Trustee shall determine and to the extent necessary, paid out of the proceeds on the sale or other disposition of the bond or out of principal. Notwithstanding the foregoing, all discounts shall be accumulated during the Settlor's lifetime in respect to the trust.

14. To borrow money or guarantee the borrowings of others, and to encumber trust property by mortgage, deed of trust, pledge or otherwise in order to secure a loan or loans to or for the benefit of the trust for any trust purpose, or to secure a loan to the Settlor for a purpose not connected with the trust.

15. To commence or defend, at the expense of the trust, such litigation with respect to the trusts or any property of the trust estate as the Trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

16. To carry insurance of such kinds and in

LAW OFFICES OF
JUY G. GIBSON, JR.
15 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

such amounts as the Trustee deems advisable, at the expense of the trusts, to protect the trust estate and the Trustee personally against any hazard.

17. To employ attorneys, accountants, auditors, investment advisors, depositaries, proxies and agents, with or without discretionary powers to act on advise of such advisors and agents and incur no liability for any action taken or refrained from pursuant to such advice

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

19. To purchase in the Trustee's discretion at less than par, obligations of the United States of America that are redeemable at par, in payment of any federal estate tax liability of Settlor in such amounts as the Trustee deems advisable, and for that purpose the Trustee may partition a portion of the community property of the trust estate and make such purchases from either or both portions. The Trustee shall not be liable to either settlor, any heir of the Settlor, or any beneficiary of the trusts for losses resulting from purchases made in good faith. The Trustee is directed to

redeem any such obligations that are part of trust corpus to the fullest extent possible in payment of federal estate tax liability of the Settlor.

20. To partition, allot and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make such divisions or distribution. In making any division or partial or final distribution of the trust estate, the Trustee shall be under no obligation to make a pro rata division or to distribute the same assets to beneficiaries similarly situated; but rather, the Trustee may, in the Trustee's discretion, make a non-pro rata division between trusts or shares and non-pro rata distributions to such beneficiaries, as long as the respective assets allotted to separate trusts or share, or distributed to such beneficiaries, have equivalent or proportionate fair market value.

B. Except as otherwise specifically provided in this instrument, the Trustee's powers shall be subject to the Trustee's duty to treat income beneficiaries and remaindermen equitably, and the following requirements shall be observed by the Trustee:

1. A reasonable reserve for depreciation of all income producing depreciable real and personal property, and capital improvements and extraordinary repairs on income

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JUY G. GIBSON, JR.
115 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

producing property, shall be charged to income from time to time.

2. A reasonable reserve for depletion of all depletable natural resources, including, but not limited, to, oil, gas and mineral and timber property, shall be charged to income from time to time.

3. Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal.

4. A reasonable reserve for amortization of all intangible property having a limited economic life including, but not limited to, patents and copyrights shall be charged to income from time to time.

5. All premiums paid and all documents received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income as the case may be.

C. So long as the original Trustee is serving as Trustee hereunder, she shall have the power to bind the trust in any and all transactions, including, but not limited to, (1) collecting receipts; (2) paying disbursements; (3) securing assets; (4) writing checks and making withdrawals from bank accounts; (5) purchasing, selling and pledging securities and other property; and (6) exercising any power conferred on the Trustee pursuant to the terms of this Declaration of Trust, and the action of either original Trustee may be relied upon by

third parties dealing with that Trustee.

ARTICLE VIII

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

B. Income accrued or unpaid on trust property when received into the trusts shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust created herein shall go to the next beneficiaries of the trust in proportion to their interest in it.

C. Among successive beneficiaries of the trusts, all taxes and other current expenses shall be prorated over the period to which they related on a daily basis.

D. There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

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GUY G. GIBSON, JR.
415 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

E. Except as otherwise specifically provided in this instrument, or in the Will of a Settlor, federal estate taxes imposed on or by reason of the inclusion of any portion of the trust estate in the gross taxable estate of the Settlor under the provisions of any federal tax law shall be paid by the Trustee and charged to, prorated among or recovered from the trust estate or the persons entitled to the benefits under these trusts as and to the extent provided by any applicable tax law or any proration statute. Except where otherwise specifically provided, inheritance taxes shall be paid and charged to the trust estate or deducted and collected as provided by law.

ARTICLE IX

A. Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of a trust, the Trustee shall not be liable to any beneficiary of the trust for any distribution made as though the event had not occurred.

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

C. No beneficiary or remainderman shall have any right, power or authority to sell, transfer, assign, pledge, mortgage, alienate, hypothecate, encumber or otherwise impair all or any part of his or her interest in the trust

LAW OFFICES OF
LUY G. GIBSON, JR.
15 NATOMA STREET
COLSON, CA 95630
(916) 985-3466

estate or in the principal or income of any of the separate trusts provided for in this Will, directly or indirectly, or in any manner whatsoever. To the fullest extent allowed by the law, the interest of each and every beneficiary and remainderman shall be free from claims, control or any other interference on the part of his or her creditors and shall be free from attachment, execution, bankruptcy proceedings or any other legal process. The Trustee shall pay, disburse and distribute principal and income only in the manner provided for in this Will and not on any attempted transfer or assignment by any beneficiary or remainderman or by operation of law.

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

E. Except as otherwise provided in this Trust, I have intentionally and with full knowledge omitted to provide for my heirs. If any person who, if I died intestate, would be entitled to any part of my trust estate, shall either directly or indirectly, along or in conjunction with any other person, claim in spite of my Trust an intestate share of my trust estate, I give that person ONE DOLLAR (\$1.00) and no more, in lieu of any other share of interest in my estate.

F. If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

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HUY G. GIBSON, JR.
15 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

G. The validity of the trusts and the construction of their beneficial provisions shall be governed by the laws of the State of California in force from time to time. This paragraph H shall apply regardless of any change of residence of the Trustee, or any beneficiary or the appointment or substitution of a Trustee residing or doing business in another state.

ARTICLE X

A. I nominate myself, RAMONA L. GILMORE, as Trustee. If I shall for any reason cease to act as Trustee, I nominate my friend, ~~CAROL COLLINS~~, as successor Trustee. If she shall for any reason cease to act as Trustee, I nominate my attorney, GUY G. GIBSON, JR., as successor Trustee.

B. No bond shall be required of any person named in this instrument as a Trustee, for the faithful performance of his or her duties as Trustee.

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

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GUY G. GIBSON, JR.
15 NATOMA STREET
DUNSMITH, CA 95630
(916) 985-3466

D. A Trustee shall be entitled to pay himself or herself reasonable compensation from time to time without prior court order.

E. During the lifetime of the Settlor, the Trustee shall account only to the Settlor, and her written approval shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and contingent beneficiaries. After the death of the Settlor, the Trustee shall render an accounting from time to time, but not less frequently than every three (3) years after any prior accounting regarding the transactions of any trust created in this instrument.

Accountings shall be made by delivering a written accounting to each beneficiary entitled to current income distribution or, if there are no current income beneficiaries, to each beneficiary entitled to current distribution out of income or principal in the Trustee's discretion. If any person entitled to receive an accounting is a minor or is under a disability, the accounting shall be delivered to his parents or the guardian of his person if he is a minor or to the guardian or conservator of his person if he is under any other disability. Unless any beneficiary, including parents, guardians or conservators of beneficiaries, shall deliver a written objection to the Trustee within sixty (60) days after receipt of the Trustee's account, the account shall be final and conclusive in respect to the transactions

disclosed in the accounts to all beneficiaries of the trust including unborn and unascertained beneficiaries. After settlement of the account by agreement of the parties objecting to it or by the expiration of the sixty (60) day period, the Trustee shall no longer be liable to any beneficiary of the trust including unborn and unascertainable beneficiaries, in respect to transactions disclosed in the account, except for the Trustee's intentional wrongdoing or fraud.

ARTICLE XI

The Settlor has made no agreement (other than this Declaration of Trust) controlling the disposition of the trust estate, and the provisions of this trust shall not be read as evidence of any other agreement.

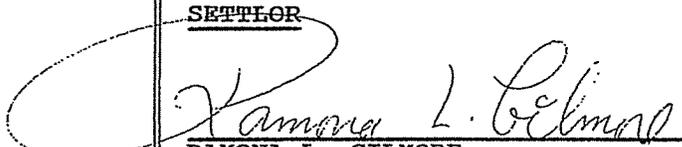
ARTICLE XII

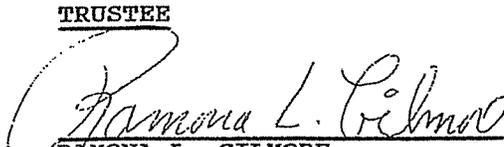
The trusts created in this instrument may be referred to collectively as the RAMONA L. GILMORE REVOCABLE TRUST.

Executed on October 18, 1989 at Folsom, California.

SETTLOR

TRUSTEE


RAMONA L. GILMORE


RAMONA L. GILMORE

STATE OF CALIFORNIA)
)SS.
COUNTY OF SACRAMENTO)

On October 18, 1989, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared

LAW OFFICES OF
GUY G. GIBSON, JR.
115 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

RAMONA L. GILMORE, proven to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

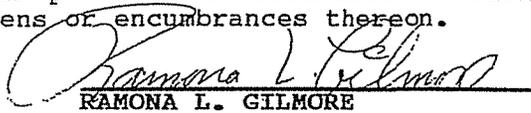

NOTARY PUBLIC
OFFICIAL SEAL
GUY G. GIBSON JR.
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
MY COMM. EXP. SEPT. 21, 1993

LAW OFFICES OF
GUY G. GIBSON, JR.
15 NATOMA STREET
COLSON, CA 95630
(916) 985-3466

ASSIGNMENT

RAMONA L. GILMORE, without consideration and in order to change formal title only, does hereby transfer and assign to RAMONA L. GILMORE, as Trustee of the RAMONA L. GILMORE REVOCABLE TRUST initially created October 18, 1989, all of her right, title and interest in and to all of her jewelry, household furniture and furnishings, silverware, books, paintings, pictures, works of art, clothing and all other personal effects, including all policies of insurance on such property but subject to any liens or encumbrances thereon.

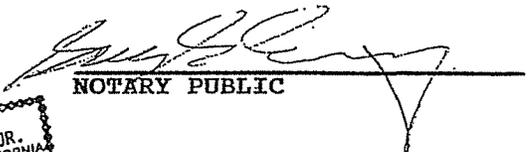
DATED: October 18, 1989


RAMONA L. GILMORE

STATE OF CALIFORNIA)
)ss.
COUNTY OF SACRAMENTO)

On October 18, 1989, before me, the undersigned, a Notary Public for said State, personally appeared RAMONA L. GILMORE, known to me or proven 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.

WITNESS my hand and official seal.


NOTARY PUBLIC



LAW OFFICES OF
GUY G. GIBSON, JR.
15 NATOMA STREET
COLSON, CA 95630
(916) 985-3466

GENERAL TRANSFER

THIS AGREEMENT is entered into at Folsom, California, by RAMONA L. GILMORE of Folsom, California, as the Grantor, and RAMONA L. GILMORE, as the Trustee of the RAMONA L. GILMORE REVOCABLE TRUST created this date.

Recitals

A. The Grantor wishes to transfer certain assets and change certain beneficiary designations to the trust.

B. The Trustee is willing to accept the transfers and designations.

C. These transfers and designations are made without consideration, and shall be subject to all of the terms and provisions of the trust. The Grantor has the right to revoke or amend the trust, in whole or in part, at any time and from time to time.

Transfers

1. The Grantor hereby grants, transfers, assigns and conveys to the Trustee all of the Grantor's interest in all real property, of whatever nature and wherever situated.

2. The Grantor hereby transfers and assigns to the Trustee all of the Grantor's interest in all tangible and intangible personal property, of whatever nature and wherever situated. This includes, but is not limited to, personal articles, jewelry, stocks, bonds, mutual funds, partnership interests, leases, promissory notes, savings accounts, checking accounts, motor vehicles and life insurance policies.

3. Notwithstanding the foregoing, no interest of Grantor shall be transferred to the trust if the interest would thereby become subject to any of the following:

A. Any right, duty of option to purchase, repurchase, liquidate or terminate all or any portion of such interest, of any person or entity not a party to this Agreement.

B. The right of any depository, creditor or other person or entity not a party to this Agreement to impose penalties, interest or charges in excess of \$50 per asset.

4. This Agreement shall become effective as to all assets not transferred because of the preceding paragraph

LAW OFFICES OF
LUY G. GIBSON, JR.
15 NATOMA STREET
FOLSOM, CA 95630
(916) 985-3466

3, upon waiver of release by the third party of the rights which precluded the transfer.

5. The Grantor hereby designates the Trustee as beneficiary of all right, title, interest and benefits, for which such designation may be made, of all of the life insurance policies and annuities of Grantor. The Grantor hereby designates the Trustee as the secondary beneficiary of all of the retirement and death benefits (except life insurance) of Grantor; these benefits include, but are not limited to, qualified and non-qualified retirement plans, KEOGH plans, SEP's and IRA's.

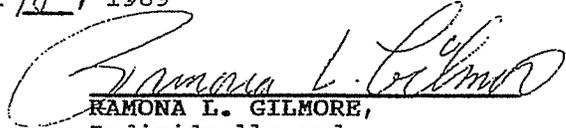
6. This Agreement shall be effective currently as to all assets and benefits of the Grantor when signed. It shall also be effective prospectively to all other assets and benefits hereafter acquired by the Grantor, except as follows:

A. This Agreement shall be effective as to any future acquisition of Grantor if the Grantor, at the time of such acquisition, so provides and gives written notice thereof to the Trustee.

B. If Grantor gives written notice to the Trustee of the termination of this Agreement, it shall be ineffective as to acquisitions of Grantor after the Trustee's receipt of such notice. Complete revocation of Grantor's interest in the trust shall also constitute notice of terminate of this Agreement.

IN MUTUAL RECOGNITION of the terms and conditions hereof, the parties have executed this Agreement.

DATED: October 18, 1989



RAMONA L. GILMORE,
Individually and
as Grantor and Trustee of
the RAMONA L. GILMORE
REVOCABLE TRUST

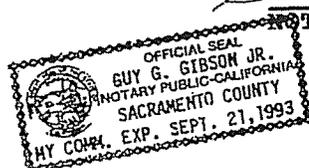
LAW OFFICES OF
JIMMY G. GIBSON, JR.
15 NATOMA STREET
SACRAMENTO, CA 95630
(916) 985-3466

STATE OF CALIFORNIA)
)ss.
COUNTY OF SACRAMENTO)

On October 18, 1989, before me, the undersigned Notary Public, personally appeared RAMONA L. GILMORE,

personally known to me to be the person whose name is subscribed to this instrument and acknowledged that she executed it.

[Handwritten Signature]



LAW OFFICES OF
GUY G. GIBSON, JR.
15 NATOMA STREET
COLSON, CA 95630
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SCHEDULE "A"

1. Real property located at 3461 Reddick Court, El Dorado Hills, California.
2. Assignment of furniture, etc. dated Oct. 18, 1989.

LAW OFFICES OF
UY G. GIBSON, JR.
15 NATOMA STREET
COLSON, CA 95630
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