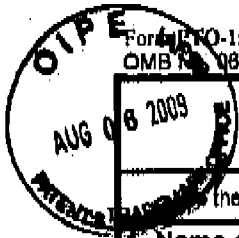


8/6/09


 Form 1595 (Rev. 03-09)
 OMB No. 0881-0027 (exp. 03/31/2008)

08-11-2009



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 U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

EET

1 documents or the new address(es) below.

the Director of the U.S. Patent

1. Name of conveying party(ies)

 Jeffrey Davis
 P.O. Box 509
 La Plata, New Mexico 87418

 Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 7-28-2009

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Davis Revocable Trust U/T/A dated 12-28-2000

Internal Address: P.O. Box 509

Street Address:

City: La Plata

State: NM

Country: USA Zip: 87418

 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.
 B. Patent No.(s)

 US 7,101,156 B1
 US 7,131,432 B2

 Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Jeffrey Davis

Internal Address:

Street Address: P.O. Box 509

City: La Plata, New Mexico 87418

State: Zip:

Phone Number:

Fax Number:

Email Address:

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 80710/2009 NJAN01 88888857 7101136

Authorized Name 88.88.00

9. Signature:

Signature

7-28-2009

Date

 Jeff Davis
 Name of Person Signing

 Total number of pages including cover
 sheet, attachments, and documents:

1

 Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1480, Alexandria, V.A. 22313-1460

700418080

 PATENT
 REEL: 023245 FRAME: 0001

**RESTATEMENT OF THE
DAVIS REVOCABLE TRUST**

We, Jeffrey O. Davis and Charlotte L. Davis, domiciled in New Mexico, declare ourselves to be the trustee of certain property pursuant to the terms in this instrument for all trusts created by this instrument. We refer to ourselves as the persons who created this trust and as beneficiaries in the first person, and as the trustee in the third person. On the date of this instrument we are married to each. We have three children who are Jeffrey Ryan Davis, Kyle O'Brien Davis and Ty Freeman Davis.

ARTICLE I

The Original Trust

A. **Original Trust:** We executed a trust agreement dated December 28, 2000, establishing the Davis Revocable Trust. This instrument replaces the trust agreement dated December 28, 2000, and restates the terms of the Davis Revocable Trust pursuant to the right reserved to us in the trust agreement. The original trust under this instrument means the trust first created by the trust agreement dated December 28, 2000. This instrument rather than the trust agreement dated December 28, 2000, will govern the trust estate of the original trust. Other trusts or separate shares may later be created by this same instrument. Unless expressly limited, all provisions of this instrument as amended or restated will apply to all trusts and separate shares under this instrument.

B. **Name of Original Trust:** The original trust under this instrument will be referred to in this instrument as the original trust and will be named the Davis Revocable Trust. Any reference to the original trust or the Davis Revocable Trust includes all amendments and restatements then effective.

C. **Term of the Original Trust:** The original trust will continue until the first to occur of: (i) the exhaustion of the trust estate of the original trust or (ii) the expiration of the period of time following the death of the last of us to die as may be reasonably necessary for the accumulation of property transferable to the original trust by reason of the death of either of us, for the division and distribution of the trust estate of the original trust and for the orderly termination of the original trust.

D. **Transfers By Us:** We now transfer to the original trust all our property not already transferred to the original trust, including our tangible personal property, in trust under this instrument. The trustee acknowledges receipt of the property and agrees to hold the property and other property received, in trust under this instrument. Community property transferred to the original trust by us will retain its character as community property during our joint lifetimes. Separate property of either of us transferred to the original trust by either of us will retain its character as the separate property of the one of us who transferred that property to the original trust.

E. Community Property: During our lifetimes, the trustee will pay to or apply for our benefit as community property such amounts of the net income and principal of the community property trust estate of the original trust as we direct.

F. Separate Property: The net income and principal of the separate property trust estate of either of us held by the original trust will be disposed of in the manner that the beneficial owner of the separate property trust estate may direct. If the beneficial owner does not provide direction (and without regard to any prior direction in the event of the owner's incapacity), the trustee may pay to or apply for the benefit of the beneficial owner, such amounts of the net income and principal of that beneficial owner's separate property trust estate as the trustee believes is appropriate for the health, education, maintenance, or support of the owner.

G. Incapacity: If either of us becomes incapacitated, the trustee may, in addition to the payments of net income and principal for the benefit of the beneficial owner of the separate property trust estate, pay to or apply for the benefit of the other of us that part of the net income and principal of the separate property trust estate of the incapacitated spouse as may be necessary or advisable for the health, education, maintenance or support of both of us.

H. Revocability: While we are both living, we may revoke the original trust and amend this instrument.

I. Rights Reserved to Us: We reserve to ourselves the following rights:

1. Rights of Either of Us: Either of us may by signed instrument delivered to the trustee: (i) withdraw from the community property trust estate in the original trust any amount and at any time upon giving reasonable notice in writing to the trustee and to the other of us; the community property withdrawn by either of us will be conveyed and delivered to both of us as community property, (ii) withdraw from our own separate property trust estate in the original trust any amount, and (iii) at any time upon giving reasonable notice in writing to the trustee add separate property to the original trust if the duties and responsibilities of the trustee will not be materially changed by any such amendment without the written consent of the trustee.

2. Rights of Both of Us: Both of us acting together may, by signed instrument delivered to the trustee: (i) withdraw and have delivered to us as community property any community property from the community property trust estate in the original trust in any amount and at any time upon giving reasonable notice to the trustee, (ii) add community property to the community property trust estate in the original trust, (iii) change the beneficiaries, their respective shares and the plan of distribution, (iv) amend this trust instrument in any other respect, and (v) revoke the original trust in its entirety or any particular provision if the duties or responsibilities of the trustee are not materially changed without the written consent of the trustee.

J. Rights Reserved to Others: We reserve to our attorneys-in-fact and to any person the right to transfer property to any trust or separate share created by this instrument, whether before or after either of our deaths, either by transfer during lifetime or by will.

K. Accountability: No beneficiary other than one of us or the personal representatives of either of our testamentary estates will have the right to question the acts or failures to act of the trustee occurring while either of us is living.

L. Gifts: In the event of the incapacity of either of us, the trustee may, in the trustee's sole discretion, make gifts of the separate property trust estate of the incapacitated spouse in the original trust or the incapacitated spouse's share of the community property trust estate in the original trust to continue any gift program which that spouse had previously commenced to make use of the available federal gift tax annual exclusion, including consent gifts by the other spouse. Gifts may be made outright or in trust. Gifts from the original trust are deemed to be distributed from the original trust to the incapacitated spouse and then from the incapacitated spouse to the donee of the gift.

ARTICLE II

Disposition of the Trust Estate After the Death of Either of Us

A. Division of Original Trust Estate: Upon the death of the first of us to die, the trustee will allocate a portion of the original trust estate into a separate share referred to as the decedent's share. The decedent's share will consist of the separate property of the first of us to die in the original trust estate, the share of the community property of the first of us to die in the original trust estate, and any property which may be added to the decedent's share of the original trust estate by reason of the death of the first of us to die, such as, without limitation, property added to the decedent's share of the original trust estate by the will of the first of us to die and the interest of the first of us to die in proceeds of insurance policies or other death benefits payable to the decedents share of the original trust estate by reason of the death of the first of us to die.

B. Statement of Instruction: We each may provide a statement separate from this instrument indicating the disposition of some part or all of the tangible personal property described in that statement to the persons designated in that statement. The statement of the first of us to die will be effective as to tangible personal property in the decedent's share. The statement of the second of us to die will be effective as to the tangible personal property in the original trust after allocation of the decedent's share. The statement referred to in this paragraph will be a separate written instrument dated and signed by the person disposing of the tangible personal property and will be considered an amendment to this instrument. The trustee will distribute the tangible personal property described in that statement to the persons designated in the statement.

C. Tangible Personal Property: Upon the death of the first of us to die, the trustee will distribute all tangible personal property which is part of the decedent's share and which is not otherwise disposed of to the survivor of us. The survivor of us may direct the trustee to distribute such tangible personal property to the share of the original trust other than the decedent's share. After the death of the survivor of us, the trustee will distribute the tangible personal property in the original trust which is not otherwise disposed of to our lineal descendants who survive the survivor of us, per stirpes by value (or as nearly as may be

possible), to be physically divided among them as they may agree. If our lineal descendants who are entitled to tangible personal property under this paragraph fail to agree on the physical division of any tangible personal property within the time the trustee determines to be appropriate, the trustee will determine the physical division of any tangible personal property as to which there is no agreement, which determination will be conclusive upon all persons interested in the trust estate. If no lineal descendants of ours survives the survivor of us, the trustee will distribute any tangible personal property not otherwise disposed of as provided by the contingent gift provisions of this instrument. The trustee will have no responsibility to account for tangible personal property not in the possession of the trustee.

D. Pour-back: If the testamentary estate of either of us is insufficient to pay (i) last illness, funeral and burial expenses, (ii) all legally enforceable claims against the testamentary estate, (iii) the expenses of administering the testamentary estate, (iv) all death taxes chargeable to the testamentary estate or the trust estate by will or otherwise, and (v) to satisfy all preresidue gifts made by will, the trustee will make available to the personal representative from the decedent's share in the event of the first of us to die, or from the original trust in the event of the death of the survivor of us, an amount which the personal representative certifies to be required for those purposes except that (i) the proceeds of life insurance which are payable to the trustee will not be used to satisfy any claims against the testamentary estate and (ii) no property that would otherwise be excluded or deductible from the gross estate of the decedent, and no proceeds of sale of that property, will be used for those purposes. The trustee will have no duty to inquire as to the propriety of any such certification made by the personal representative. The trustee will pay out of the trust estate of the original trust all expenses of administration of the original trust until its termination.

E. Specific Bequests: Upon the death of the first of us to die, the membership interest in Tapocitas Ranch LLC will remain in the original trust under this instrument. Upon the death of the survivor of us, we give the one acre of land we own in Flora Vista, San Juan County, New Mexico, to Jeffrey Ryan Davis, per stirpes.

F. Decedent's Share: The decedent's share remaining after the distribution of tangible personal property and the pour-back and any specific bequest provided by this article will be allocated and distributed as follows:

1. Marital Share: The trustee will allocate a marital share from the decedent's share for the benefit of the survivor of us. The marital share will be a sum equal to the smallest pecuniary amount, if any, necessary as a federal estate tax marital deduction to reduce to the lowest amount possible (including zero) any federal estate tax imposed by reason of the death of the first of us to die, taking account of: (i) the net value of all other property that passes or has passed to or for the survivor of us (either under another provision of this instrument or otherwise) and that qualifies for the federal estate tax marital deduction, (ii) all other federal estate tax deductions, (iii) the unified credit available under section 2010 of the Code, (iv) the state tax death credit available under section 2011 of the Code (but only to the extent state death taxes are not thereby incurred or increased), and (v) the family owned business deduction available under section 2057 of the Code. For the purpose of establishing the amount disposed of by this paragraph, the values finally fixed for federal estate tax purposes will be used. Any property distributed in kind in satisfaction of this gift will be valued at its fair market value as of

the date of distribution. Only property qualifying for the federal estate tax marital deduction, or the proceeds from any disposition of qualifying property, or some of both will be allocated to the marital share. If there is no survivor of us, this allocation will not be made and this share will instead be distributed as a part of the family share as provided in this instrument. If the survivor of us disclaims any portion of the allocation provided by this paragraph (which, in such case, will be calculated as if no such disclaimer is made), the disclaimed portion will be distributed as a part of the family share as provided in this instrument. The marital share will be distributed to the trustee of the Survivor's Marital Trust to be held, administered and distributed as provided in this instrument.

2. Family Share: The balance of the decedent's share will be distributed to the trustee of the Davis Family Trust to be held, administered and distributed as provided in this instrument.

G. Alternative Disposition: If neither of us survives the other, the division of the trust estate into the decedent's share, marital share or the family share will not be made and the trust estate of the original trust remaining after the distribution of tangible personal property and the pour-back provided by this article will be distributed to the trustee of the Davis Family Trust to be held, administered and distributed as provided in this instrument.

H. Continuation of the Original Trust: After the death of the first of us to die, and the allocations and distributions of the decedent's share, the trust estate of the original trust will consist of, among other things (i) the separate property of the survivor of us in the original trust, (ii) the survivor's share of the community property in the original trust, (iii) any of the separate property of the first of us to die which is distributed to the original trust, (iv) any of the share of the community property of the first of us to die which is distributed to the original trust, (v) any other property received because of the death of the first of us to die, and (vi) all the income from such property. The survivor of us may direct that this property be added to any other trust created by this instrument. After the death of the first of us to die and for so long as the original trust continues to exist, the trustee will pay to the survivor of us the net income and principal of the trust estate of the original trust as directed by the survivor of us. When neither of us is then surviving, the net income of the trust estate of the original trust, for as long as the original trust continues to exist, may be paid to one or more or all of our lineal descendants per stirpes who are then surviving at the time and in the amounts as the trustee, in the sole discretion of the trustee, may determine to be necessary for the health, education, maintenance or support of one or more or all of our lineal descendants. After the death of the first of us to die, the survivor of us may amend or revoke the provisions of this trust instrument governing the administration and distribution of the original trust other than the decedent's share. After the death of the first of us to die, the provisions of this trust instrument dealing with the decedent's share or Survivor's Marital Trust or Davis Family Trust will be irrevocable and not subject to amendment.

I. Death of The Survivor of Us: Upon the death of the survivor of us, the balance of the trust estate of the original trust not otherwise disposed of by this instrument will be allocated and distributed as follows:

1. Power Of Appointment: The amount of property specified by the survivor of us will be distributed to the persons the survivor of us may appoint by written instrument delivered to the trustee specifically referring to this provision.

2. Remaining Balance: The remaining balance of the trust estate of the original trust will be distributed to the trustee of the Davis Family Trust to be held, administered and distributed as provided in this instrument. If one of us survives the other but dies prior to termination of the original trust, all income accumulated or accrued but undistributed, from the date of the first death until the death of the survivor of us will be paid to the persons the survivor of us may appoint by will specifically referring to this provision.

J. Contingent Distribution: If any property in any trust created by this instrument is not disposed of as otherwise provided, the trustee will distribute the property which is not disposed of:

1. One-half to the persons and in the proportions as the property would be distributed under the laws of the state of New Mexico then in force had the first of us to die then died intestate, unmarried, a resident of the state of New Mexico and owning only that property; and

2. One-half to the persons and in the proportions as the property would be distributed under the laws of the state of New Mexico then in force had the survivor of us then died intestate, unmarried, a resident of the state of New Mexico and owning only that property.

ARTICLE III

Survivor's Marital Trust

A. Name of Trust: This trust will be referred to as the Survivor's Marital Trust. If more than one trust is held under this article, each trust will be numbered consecutively as, for example, the Survivor's Marital Trust No. 1 and the Survivor's Marital Trust No. 2.

B. Income: The net income of the Survivor's Marital Trust will be payable to the survivor of us in convenient installments not less frequently than annually. The trustee will withdraw and distribute to my spouse all of the net income of any qualified retirement plans, annuities, or individual retirement accounts as defined in the Code of which this trust is named as beneficiary or owner in convenient installments, but not less frequently than annually.

C. Principal: The trustee may distribute to the survivor of us so much of the principal of the Survivor's Marital Trust as the trustee determines to be necessary for the health, education, maintenance or support of the survivor of us. In making this determination, the trustee may (but need not) consider any other resources of the survivor of us. The trustee will not invest in or retain any unproductive asset in the Survivors Marital Trust without the consent of the survivor of us and will convert any non-productive asset in the Survivors Marital Trust into a productive asset upon the request of the survivor of us.

D. Limited Testamentary Power of Appointment: My spouse, through my spouse's will, will have the power to appoint any part or all of the principal of the Survivor's Marital Trust. This power will be exercisable only in favor of one or more of the members of the class consisting of my lineal descendants and their spouses. This power will not be exercisable in favor of the survivor of us, or the creditors of the survivor of us, or the estate of the survivor of us or the creditors of my spouse's estate. This power may be exercised only upon the death of the survivor of us by the will of the survivor of us making specific reference to this instrument.

E. Taxes of the Survivor's Estate: Unless the survivor of us directs otherwise in the will of the survivor of us, on the death of the survivor of us, the trustee will first pay to the personal representative of the fiduciary estate of the survivor of us, if requested by the personal representative of the survivor of us, an amount equal to the aggregate of any increase in any death taxes on the estate of the survivor of us which results from the inclusion of all or any part of the Survivor's Marital Trust in the fiduciary estate of the survivor of us for estate tax purposes, measured by the difference between the death taxes actually payable and the death taxes which would have been payable if the Survivor's Marital Trust property (exclusive of undistributed income) had been excluded from the fiduciary estate of the survivor of us for estate tax purposes. If more than one trust is being held pursuant to the terms of this article, the death taxes will be paid first from the trust to which my federal generation-skipping tax exemption provided by section 2631 of the Internal Revenue Code of 1986, as amended, has not been allocated. The trustee may rely upon the certificate of the personal representative of the survivor of us as to all facts pertaining to taxes, and the certificate will be conclusive upon all affected persons interested in the trust.

F. Distribution at Survivor's Death: Upon the death of the survivor of us, all accrued or accumulated income of the Survivor's Marital Trust which is undistributed at the death of the survivor of us will be paid to those persons (including the personal representative of the fiduciary estate of the survivor of us) as the survivor of us may appoint by a will (making specific reference to this general power). The remaining unappointed property comprising the trust estate of the Survivor's Marital Trust will be distributed to the trustee of the Davis Family Trust to be held, administered and distributed as provided in this instrument.

G. Marital Deduction Election: My fiduciary will determine whether to elect under the provisions of the Code or any state death tax law applicable to my estate to qualify any portion of the Survivor's Marital Trust for the federal or state marital deduction. Generally, I anticipate that my fiduciary will make an election in a manner to minimize the taxes payable by my estate. However, I expect that some consideration will be given to the taxes payable by the beneficiary's estate upon the beneficiary's death, particularly if the beneficiary should die prior to the time the election is made. The determination of my fiduciary with respect to the exercise of any election will be conclusive upon all affected persons.

ARTICLE IV

Davis Family Trust

A. Name of Trust: This trust will be referred to as the Davis Family Trust.

B. During The Survivor's Lifetime: During the lifetime of the survivor of us:

1. Income and Principal: The trustee may distribute to or for the benefit of the survivor of us and any or all of our then living lineal descendants, per stirpes, any part or all of the net income and principal of the trust estate (even to its exhaustion) as the trustee determines to be necessary for their health, education, maintenance or support, taking into consideration any other financial resources known to the trustee to be readily available. The trustee will not be required to equalize discretionary distributions among the eligible beneficiaries and the trustee's determination as to the amount and frequency of distributions, or as to the withholding of them, will be final and binding on all persons having any interest in the trust. It is my desire (but I do not require) that primary consideration be given to the survivor of us in the exercise of the discretion given the trustee under this paragraph. The trustee will make discretionary distributions of income or principal to beneficiaries other than the survivor of us only after conferring with the survivor of us.

2. Limited Power of Appointment: The survivor of us will have the power to appoint any part or all of the undistributed net income and principal of the Davis Family Trust which may be exercised whether or not the appointment will result in the exhaustion of the trust estate. This power will be exercisable only in favor of one or more of the members of the class consisting of our lineal descendants and their spouses. This power of appointment is not exercisable in favor of the survivor of us, or the creditors of the survivor of us or the estate of the survivor of us. This power of appointment may be exercised either during the lifetime of the survivor of us by written instrument delivered to the trustee or upon the death of the survivor of us by a will making specific reference to this power.

C. After The Death of the Survivor of Us: Upon the death of the survivor of us, the trustee will hold, administer and distribute the remaining and unappointed trust estate as follows:

1. Division of Trust Estate Into Separate Shares: The trustee will divide the remaining and unappointed trust estate of the Davis Family Trust equally among our then living lineal descendants, per stirpes. Each share of the trust estate allocated to a person who has then attained the age of 25 years will be distributed to that person free of further trust. The trustee will continue to hold each share of the trust estate allocated to a person who has not then attained the age of 25 years in a separate share of the Davis Family Trust for the use and benefit of that person, separately held, administered and distributed as provided in this instrument. If no lineal descendent of ours is then living, the trustee will distribute the remaining trust estate as provided by the contingent gift provisions of this instrument.

2. Income: With respect to each separate share, during any period of time that the beneficiary is a minor, the trustee will distribute to or for the benefit of the beneficiary only so much of the net income of the separate share as the trustee determines to be necessary for the beneficiary's health, education, maintenance or support; in making these distributions, the trustee may (but need not) take into consideration any other financial resources known to the trustee to be readily available to the beneficiary. During any period of time that the beneficiary is not a minor, the trustee will distribute to or for the benefit of the beneficiary all of the net income of the separate share quarter-annually or more often.

3. Principal: With respect to each separate share, the trustee may distribute to or for the benefit of the beneficiary any part of the principal which is necessary for the beneficiary's health, education, maintenance or support. In making these distributions, the trustee may (but need not) take into consideration any other financial resources known to the trustee to be readily available to the beneficiary.

4. Termination: When a beneficiary of a separate share attains the age of 25 years, the trustee will make final distribution to the beneficiary of the balance of the share estate of that beneficiary's separate share and such beneficiary's separate share will terminate.

5. Death of Beneficiary: Upon the death of a beneficiary prior to becoming entitled to receive final distribution of the share estate of the beneficiary's separate share, the trustee will distribute the property then comprising the share estate of that beneficiary's separate share: (i) to the person or persons effectively appointed to receive the property pursuant to and within the limitations of the testamentary general power of appointment granted to each beneficiary of a separate share as provided by this article, and in default of the effective exercise of that power (ii) to the beneficiary's then living lineal descendants, per stirpes, and if none (iii) to my then living lineal descendants, per stirpes, and if none (iv) in accordance with the contingent gift provisions of this instrument. Any unappointed assets to be distributed outright to a person for whose benefit a separate share is then being administered under this instrument will be added to the principal of that person's separate share.

6. Testamentary General Power of Appointment Over Separate Shares: Each beneficiary of a separate share estate established under this article who dies before becoming entitled to receive final distribution of the share estate of that beneficiary's separate share will have the power to appoint all or any part of the property comprising the share estate of the separate share as of the date of the beneficiary's death (including any undistributed net income). This power of appointment will be exercisable in favor of anyone, including, but not limited to, the fiduciary estate of the beneficiary holding the power. This power may be exercised only upon the beneficiary's death by a will making specific reference to this instrument.

ARTICLE V

Appointments

A. Trustee: If the office of trustee of any trust created by this instrument becomes vacant at any time for any reason other than the removal of the trustee with a successor trustee appointed after the removal, we appoint the first of the following in the order named as successor trustee of that trust: Jeffrey Ryan Davis; Kyle O'Brien Davis; Ty Freeman Davis; the person, bank or trust company appointed by a court having general jurisdiction over the geographic location in which the survivor of us resides at the time of death. If any trustee should fail to qualify or cease to serve, for any reason, the next of them who is willing and available will serve.

B. Resignation and Replacement: Any trustee may resign without court approval by written notice to a co-trustee if there is one, and if not to the successor trustee. A resigning trustee will serve until a successor trustee executes a written acceptance of the trust, after which, the trustee's duties and responsibilities under this instrument will terminate and the resigning

trustee will be relieved and discharged from all obligations, responsibilities and liabilities hereunder at that time except to the extent of any willful misconduct or gross negligence of the trustee during the periods of service. A resigning trustee may petition any appropriate court at any time for the appointment of a successor trustee.

C. Removal and Appointment: After the death of the first of us to die, the survivor of us, may during the lifetime of the survivor of us remove any trustee and appoint as a successor to any removed trustee of any trust any individual or entity that is not the survivor of us, or a beneficiary or an individual or entity related or subordinate to the survivor of us or a beneficiary as defined in section 672 (c) of the Code. After the death of both of us, a sole beneficiary of a separate share who has attained the age of 25 years, or if there are multiple beneficiaries of that separate share, a majority of the beneficiaries of that separate share who have attained the age of 25 years, may remove the trustee of that separate share and appoint as a successor to any removed trustee of that separate share any individual or entity which is not a beneficiary of the separate share or related or subordinate to a beneficiary of that separate share under section 672 (c) of the Code. The right to appoint a successor trustee may be relinquished.

D. Compensation: Each trustee will be entitled to reasonable compensation for services. Any trustee will also be entitled to reimbursement for reasonable expenses incurred on behalf of the trust.

E. Accountings: Each trustee will keep accurate books of account with respect to each trust. At least annually and upon resignation the trustee will render an account of the administration of each trust to each person who requests an account and who is eligible to receive any income. The trustee will provide all information necessary to enable each beneficiary to prepare federal and state income tax returns.

F. Transfers to Successor Trustee: Upon the execution by a successor of a written acceptance of the trust, the successor trustee, without further act, will be vested with all the estate, title, powers, duties, discretions and immunities granted to the previous trustee. The previous trustee will, however, execute and deliver to the successor trustee assignments or other instruments as may be necessary or advisable. No successor trustee will be charged with any default occurring before becoming a trustee.

G. Reorganization of Corporate Trustee: If any corporate trustee will at any time be consolidated with, merged into, purchased by or in any other manner become a part of another corporation, then the consolidated corporation or the corporation into which it has been merged or by which it has been purchased or a part of which it has in any manner become, will, without further act be substituted in the place of the corporate trustee and will have all of the rights and powers and be subject to all of the duties and liabilities of the corporate trustee.

H. Special Trustees: If any trustee is not able or permitted by law to act in any jurisdiction where any property included in any trust estate is located, then that trustee may designate any individual, including an officer of any corporate personal representative or trustee, or any bank or trust company to act as special trustee in that jurisdiction with respect to that property. The person, bank or trust company so designated will have all the estate, title, right, power and discretion conferred or vested in the trustee with respect to the property, to be

exercised without court order or supervision. The special trustee so designated will serve without bond. The special trustee will not be accountable to the beneficiaries of any trust but will be solely accountable to the designating trustee.

I. Standard of Care: A trustee will be deemed to have acted within the scope of the authority of the trustee, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all persons interested unless the contrary is proved by affirmative evidence. In the absence of proof, the trustee will not be liable for loss arising from depreciation or shrinkage in value of any property authorized to be held or acquired. No bond will be required of any person, bank or trust company serving as trustee.

ARTICLE VI

Management Provisions

A. Powers: Each trustee acting under this instrument (i) may act independently and free from control of any court, (ii) may act in the sole discretion of the trustee, (iii) will have the express and implied powers conferred upon trustees by the law applicable to the administration of the trust, and (iv) will have the powers expressed in this instrument. All of these powers are to be construed in the broadest possible manner and include, in addition to all other powers conferred by law and by this instrument, without limitation, the following powers:

1. Sale or Exchange: To hold, manage, sell, exchange, lease, make contracts for any term despite the duration of the trust and to convey or transfer the property comprising the trust estate, including real property or any interest in real property, at the prices and upon the terms and conditions and in the manner as the trustee determines.

2. Investments: To retain without liability for depreciation or loss any investments originally received or purchased from me or from my estate, and to invest and reinvest all or any part of any trust estate in real property or any interest in real property, certificates of deposit or other interest-bearing financial accounts or investments, stocks (both preferred and common), bonds, notes and other obligations, shares in real property trusts, mutual funds, and in any other kind of property, including common funds operated by a corporate trustee, despite the proportion that any investment or any class or type of investment of similar character may bear to the entire value of the trust estate, and without being limited to the classes of investments that a trustee is authorized by law or any rule of court to make. The trustee will exercise reasonable care with respect to investments and will act always with due regard to the best interests of the beneficiaries of the trust.

3. Borrowing: To make advances and to borrow money upon any terms and conditions as the trustee determines to be reasonable (including from itself in its corporate capacity in the case of a corporate trustee); to issue promissory notes and to secure their payment by mortgaging or pledging any part of the trust estate (including to itself in its corporate capacity in the case of a corporate trustee); to buy, sell, and trade in securities of any nature, including short sales or on margin, and for those purposes to maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by brokers as security for loans and advances made to the trustee.

4. Debts and Expenses: To compromise, release, and discharge debts and claims of every kind, nature or description owing to or by the trust; to pay taxes, expenses, costs and charges incurred or arising with respect to the administration and management of a trust estate.

5. Real Property Management: To improve or develop real property; to construct, alter or repair buildings or structures; to settle boundary lines; to grant easements and other rights; to partition and to join with co-owners and others in dealing with real property.

6. Corporate Stock: To exercise voting rights and issue proxies, that may be discretionary and with power of substitution, with respect to any stock or other securities in the trust estate; to exercise rights and options to purchase shares of stock and to sell the option stock or retain the option stock as an investment and to sell or redeem fractional shares of stock.

7. Corporate Activities: To participate in corporate reorganizations, recapitalizations, consolidations, mergers, exchanges, liquidations and creditors' and bondholders' agreements.

8. Nominees: To register or hold share certificates, bonds or other property in the name of a nominee, although the trustee will be responsible for the acts of the nominee.

9. Agents and Related Parties: To employ brokers, agents, investment counsel, custodians, accountants and attorneys; to deal with or to hold or invest any part of a trust estate in common or undivided interests with any person or entity despite the relationship between the trustee and that person or entity.

10. Distributions in Kind: To make any division or distribution of property (including the satisfaction of any pecuniary gift) in cash or in kind, or partly in cash and partly in kind, and to do so without respect to the income tax basis of specific property allocated to any beneficiary (or any trust) and without making pro rata distributions of specific property. Any property divided or distributed in kind will be valued at the fair market value of the property as of the date of division or distribution and the division and distribution made and the values established by the trustee will be binding and conclusive on all parties interested in the trust. The trustee may, in making a division or distribution, allot undivided interests in the same property to several beneficiaries, trusts or shares.

11. Execution of Instruments: To execute deeds, leases, transfers, assignments and any other instruments necessary or convenient to carry out all powers and responsibilities of the trustee.

12. Natural Resources: To grant, sell or assign, purchase or acquire oil and gas leases or any other interest in or with respect to oil, gas or other minerals; to enter into farm-out agreements, operating agreements, unitization agreements, or any other agreements with respect to the assignment, production or operation of oil, gas or other mineral properties; to sign and execute division orders; to join and participate in ventures for the exploration, drilling, development and operation of oil, gas and minerals and oil, gas and mineral properties; to operate any oil, gas and mineral business as long as, in the discretion of the trustee, the business is advisable or expedient despite risk or profitability.

13. Business Interests: To continue or to permit the continuation of any business, incorporated or unincorporated, that the trustee may receive or in which the trustee may have any interest for any period of time as the trustee determines, or to liquidate the business upon the terms the trustee determines.

14. Allocations to Income and Principal: To allocate receipts and expenses to principal or income, or partly to each, as provided by the law governing the trust estate. Net income that is not paid to or expended by the trustee for the benefit of a beneficiary entitled to receive only discretionary distributions of net income may, in the discretion of the trustee, be added to principal at the close of any trust taxable year.

15. Consolidation for Investment Purposes: To hold, manage and account for separate trust estates either as separate funds or in one or more consolidated funds in which each trust will own an undivided interest, but no consolidation will defer the vesting of the interest of any person.

16. Claims, Controversies: To maintain or defend any claim or controversy by or against any trust estate and to do so without the joinder or consent of any beneficiary.

17. Disclaimers: To disclaim any property or interest in property otherwise receivable by the trustee, despite the source of the property.

18. Loans and Purchases from Estates and Trusts: To lend or borrow, at an adequate rate of interest and with adequate security and upon the terms and conditions that the fiduciary deems fair and equitable, and to sell or purchase at the fair market value as determined by the fiduciary, any property to or from my estate, the estate of my spouse or any lineal descendant or any trust created by me or my spouse during life or by will, even though the same person or corporation may be acting as personal representative of my estate or the estate of my spouse or as trustee of any trust estate created by this instrument.

19. Insurance Policy Rights: To exercise any insurance policy rights with respect to any insurance policy or certificate comprising part of the trust estate.

20. Retirement Assets: To elect, in accordance with the terms of any qualified

21. retirement plans, annuities, or individual retirement accounts as defined in the Code, the method of distribution of the proceeds thereof; to transfer any benefits or interests in any qualified retirement plans, annuities, or individual retirement accounts as defined in the Code; and to establish separate shares, accounts or subtrusts for any interests in such qualified retirement plans, annuities, or individual retirement accounts as defined in the Code. No adjustment will be made in the interests of the beneficiaries of any trusts to compensate for the effect of such elections.

22. General: To perform any other act not prohibited by law that, in the opinion of the trustee, is necessary or desirable for the administration of the trust estate.

B. Payments: Any trustee may make payment of any amount otherwise payable to an incapacitated person: (i) to the parent or guardian or conservator of the incapacitated person,

(ii) to the person with whom or the institution in which the incapacitated person resides, (iii) to the spouse or children of the incapacitated person who are legally or in fact dependent upon the incapacitated person for the health, education, maintenance or support of the spouse or children of the incapacitated person, (iv) in the case of a minor, directly to the minor, (v) by payment to a third party for the use or benefit of the incapacitated person, (vi) by payment and delivery to a custodian under a gifts or transfers to minors act of any state, or (vii) to a separate trustee selected by the trustee, in trust, to be held by the trustee in a separate trust for the incapacitated person's use and benefit under the following terms: (a) the income and principal of the separate trust estate (even to its exhaustion) will be paid to the beneficiary as the trustee deems necessary for the health, education, maintenance or support of the beneficiary with the balance to be paid to the beneficiary when the beneficiary ceases to be incapacitated, and (b) to the testamentary estate of the beneficiary if the beneficiary dies before the trust estate is exhausted. The receipt of a parent, guardian, person, custodian institution, or minor receiving property on behalf of a beneficiary, or evidence of the application of the payment for the benefit of the beneficiary, will be a full discharge to the trustee for the payment. A trustee will incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting the interest of any person in a fiduciary estate. No payment may be made from any trust that has the effect of discharging a legal obligation (including the legal obligation of support) of any person other than the beneficiary to whom or for whose benefit the payment is made. No payment may be made under this paragraph from (i) any separate share under this instrument which holds as part of its share estate any stock as to which an "S Corporation" election has been made and is in effect as provided by section 1362(a) of the Code or (ii) from a trust or trust share funded in whole or part by a transfer qualifying for the federal estate tax marital deduction, to the extent the payment would disqualify the S Election or marital deduction. Nothing in this paragraph will postpone the vesting in any beneficiary of any principal or income as provided in this instrument.

C. Tax Decisions and Elections: Any fiduciary may make any decisions or elections under the tax laws applicable to an estate or to any trust or to the assets of either as may be expedient and desirable. No compensating adjustments between principal and income, with respect to the income tax basis or other tax attribute of any property distributed in kind, or with respect to the elective recognition of gain or loss for tax purposes, need be made even though the decision or election so made may substantially affect (beneficially or adversely) the interests of the various beneficiaries in the principal or income of any fiduciary estate. The action of my fiduciary with respect to tax decisions or elections made will be conclusive and binding upon all beneficiaries.

D. Death Taxes: All death taxes attributable to property passing under this instrument will be paid from the principal of the residue of my testamentary estate, without apportionment and without right of contribution from any person. Except as provided below in this paragraph with respect to death taxes arising out of the inclusion of property in my estate in which I have a qualifying income interest for life, all death taxes in respect of any other property will be apportioned against and paid by the persons in possession of and benefitted by such other property. Despite the preceding provisions of this paragraph, no death taxes will be allocated to or paid from any property (or the proceeds of any property) that qualifies for the qualified family-owned business exclusion or the marital or charitable deductions for federal estate tax purposes or is not otherwise taxable for federal estate tax purposes. My fiduciary is directed to

recover for my testamentary estate the amount of any increase in federal or state death taxes caused by the inclusion of property in my estate in which I have a qualifying income interest for life, measured by the difference between the taxes actually payable and the taxes which would have been payable if the qualifying income interest for life had been excluded from my taxable estate; however, if the special election provided by section 2652(a)(3) of the Code has been exercised with respect to property in which I have a qualifying income interest for life, my fiduciary will not seek such recovery with respect to such property for which such election has been made, and in so providing, I expressly waive the right of recovery provided by section 2207A of the Code with respect to such property. All taxes (including related taxes payable to any state) imposed upon any generation-skipping transfers or Section 2036 transfers will be paid in accordance with sections 2603 or 2207B, respectively, of the Code, or the corresponding provisions of any subsequent federal tax laws.

E. Generation-Skipping Tax: My fiduciary may allocate any portion of my exemption under section 2631(a) of the Code to any property as to which I am the transferor, including any property transferred by me during my lifetime as to which I did not make an allocation prior to my death. My fiduciary may make the special election provided by section 2652(a)(3) of the Code. If any addition is made to any trust created by my will, or if any trust is to be consolidated with another trust created by my will, and such addition or consolidation would, because of the allocation or failure of allocation of any generation skipping tax exemption to such additional assets or trust to be consolidated, change the inclusion ratio of such trust (or trusts, in the case of a consolidation), such addition or consolidation will be held as separate trust on the same terms and conditions as the trust to which such addition or consolidation would otherwise have been made. The trustee may divide the trust estate of any trust, or any separate share of any trust, having (or that will have, after allocation of the exemption from generation skipping tax provided by section 2631 of the Code) an inclusion ratio (within the meaning of section 2642(a)(1) of the Code) of other than one or zero, into two separate trusts, or separate shares, representing two fractional shares of the trust estate being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero. If the trust estate of any trust or separate share of any trust is so divided, (i) the trustee will make any distributions to skip persons (for federal generation-skipping tax purposes) from the trust estate having an inclusion ratio of zero, and will make any distributions to skip persons (for federal generation-skipping tax purposes) from the trust estate having an inclusion ratio of one only after fully distributing the balance of the trust estate having an inclusion ratio of zero, and (ii) the trustee will make any distributions to non-skip persons (for federal generation-skipping tax purposes) from the trust estate having an inclusion ratio of one, and will make any distributions to non-skip persons (for federal generation-skipping tax purposes) from the trust estate having an inclusion ratio of zero only after fully distributing the balance of the trust estate having an inclusion ratio of one. The trustee will make any payment to, or for the benefit of, a beneficiary from any trust that has more than one transferor for federal generation-skipping tax purposes (i) prorata, from the separate portions attributable to transferors relative to whom the beneficiary is a non-skip person for federal generation-skipping tax purposes, and, to the extent of any balance, (ii) in ascending order of inclusion ratios of the portions for federal generation-skipping tax purposes, from the separate portions attributable to transferors relative to whom the beneficiary is a skip person for federal generation-skipping tax purposes.

F. Qualified Subchapter S Trust Provisions: If any trust owns shares ("S Stock") of an entity which is or intends to elect to be an "S corporation" as defined in the Code, and that trust elects to be a "Qualified Subchapter S Trust", the trustee of that trust (i) will create a separate share of that trust ("Share") for each current income beneficiary of that trust who is a citizen or resident of the United States ("Beneficiary"), (ii) will apportion the S Stock equally among those Shares, and (iii) will be the trustee of each share ("Share Trustee"). The Beneficiary for whom the Share was created ("Share Beneficiary") will be the sole income and principal beneficiary of the Share during the life of the Share Beneficiary. The Share Trustee will during the life of the Share Beneficiary distribute the income of the Share to the Share Beneficiary at least annually. A Share Trustee may during the term of the Share distribute principal of the Share only to the Share Beneficiary and only (i) if the terms of the trust of which the Share is a part permit the distribution or (ii) to pay income taxes of the Share Beneficiary attributable to Share income. The income interest of the Share Beneficiary will terminate upon the earlier of (i) the death of the Share Beneficiary or (ii) the termination of the Share. If the Share terminates during the life of the Share Beneficiary, the assets of the Share will be distributed to the Share Beneficiary. A Share terminates when the trust of which the Share is a part terminates. A Share is intended to be a Qualified Subchapter S Trust under the Code. A Share Trustee has the power and discretion to do or not do anything appropriate to maintain or not maintain that status and the terms of this instrument will be construed and all powers will be available to the Share Trustee to achieve this result.

G. Environmental Matters: My fiduciary will have no liability with regard to any environmental matter except to the extent of my fiduciary's gross negligence or willful misconduct in connection with the environmental matter. "Environmental matter" means any state of affairs under any state, federal or local law, rule or regulation relating to the past, present or future condition of property, hazardous materials, or other environmental situation as now or hereafter delineated involving any trust created hereunder or its properties. My fiduciary may reimburse itself from, and will be indemnified by, the appropriate trust estates for any loss, liability or expense arising out of or relating to an environmental matter except to the extent of my fiduciary's gross negligence or willful misconduct. The loss, liability or expense includes, without limitation, fines, penalties, damages, advisors and consultants fees and judgments. My fiduciary may take any action, and spend any amount of the appropriate trust estates which my fiduciary deems advisable in its sole discretion to deal with environmental matters, even if it exhausts the appropriate trust estates and whether or not governmental or private adverse action is threatened or taken. My fiduciary may allocate amounts expended among the trust created hereunder and between income and principal in a fair and equitable manner to the extent not determined by statute.

ARTICLE VII

Miscellaneous Provisions

A. Definitions: As used in this instrument:

1. Beneficiary: The term "beneficiary" means any person who has a limited withdrawal right, or a discretionary or mandatory right to net income or principal under this instrument.

2. Child: The term "child" means (i) an individual born to a natural parent is the child of that natural parent unless subsequently adopted by someone other than the spouse of the natural parent, (ii) an individual adopted by someone other than the spouse of a natural parent is the child of the adopting parent and not of the natural parents, (iii) an individual adopted by the spouse of a natural parent is the child of the natural parents and the adopting spouse, (iv) an individual born out of wedlock is not the child of the natural father unless openly and notoriously treated as such by the natural father, and (v) a stepchild, foster child, grandchild or more remote descendant is not a child. The term child specifically includes any child of either of us named in this instrument.

3. Code: The term "Code" means the Internal Revenue Code of 1986, as amended.

4. Community Property: The term "community property" means community property transferred to the trustee by us, as invested and reinvested, together with the income from that property.

5. Death Taxes: The term "death taxes" includes all estate taxes, inheritance taxes, and other taxes (including penalties and interest) imposed by reason of my death, but does not include any tax imposed upon any generation-skipping transfer or a transfer taxed under section 2036 of the Code.

6. Disclaim: The term "disclaim" means to effectively renounce interests, amounts or assets under state law and for federal estate and gift tax purposes. E.A.

7. Education: The term "education" includes preparatory, collegiate, postgraduate and vocational education.

8. Fiduciary: The term "fiduciary" means a personal representative or a trustee.

9. Fiduciary Estate: The term "fiduciary estate" means a testamentary estate or a trust estate.

10. Incapacitated Person: The term "incapacitated person" means an individual who lacks capacity to manage the financial affairs of the person because of illness, physical condition, age, unavailability or any other cause.

11. Insurance Policy Rights: The term "insurance policy rights" means all of the right, title, interest, ownership, control and incidents of ownership under any insurance policies that become subject to this instrument, any insurance provided under the policies, any additional such insurance that may be provided in the future under the policies, and all benefits, options, elections, rights and privileges provided now or at any time after the date of this instrument (including any and all right, title and interest that, except for the policies being subject to this instrument, would pass to my estate) and all of my rights with respect to the policies: (i) to exercise or receive the benefit of any conversion privilege, waiver of premium benefit and accidental death benefit, (ii) to receive the indemnities and benefits of all the insurance policies, (iii) to submit the notice of claim, proofs of loss and proofs of disability

required for entitlement to or continuance of the insurance, (iv) to name or change the beneficiary or beneficiaries of the insurance, (v) to purchase any additional insurance for which an insured may become eligible, (vi) to pledge the insurance policy or certificate (or any rights under the insurance policy) for a loan or to obtain from the insurer a loan against the surrender value of the insurance policy, (vii) to cancel any insurance policy or surrender any insurance policy or certificate, (viii) to assign, pledge, sell or otherwise dispose of any and all right, title, interest, ownership, control, incident of ownership, option, election, privilege or benefit in and under all the insurance policies, and to revoke the insurance policies, (ix) to receive or apply dividends or distributive shares of surplus, disability benefits, surrender values or the proceeds of matured endowments, and (x) to convert any group insurance maintained for me by my employer (or by my employer and myself) to some other form of insurance upon termination of my employment to prevent the cancellation or lapse of the insurance coverage provided by the group insurance.

12. Lineal Descendant: The term "lineal descendant" means an individual's issue of all generations with the status of child at each generation being determined by the definition of child in this instrument.

13. Minor: The term "minor" means a person who has not become 21 years old.

14. Personal Representative: The term "personal representative" includes executor, administrator, successor personal representative, special administrator and a person who performs substantially the same functions relating to the estate of a decedent under the law governing their status, and when so defined by the Code, a trustee.

15. Per Stirpes: The term "per stirpes" means that the property is divided into as many equal shares as there are surviving lineal descendants in the nearest degree of kinship and deceased individuals in the same degree who left lineal descendants surviving the decedent, with each surviving lineal descendant in the nearest degree receiving one share and the share of each deceased individual in the same degree being divided among the issue of that deceased individual in the same manner, with subdivision repeating at each succeeding generation until the property is fully allocated among surviving descendants.

16. Principal and Income: The terms "principal" and "income" mean the same as provided in the law applicable to the administration of my estate or of any trust created by this instrument, including any future amendments to the applicable law, except that capital gains will always be allocated to principal, regardless of the law applicable to the administration of the trust. The term "net income" means estate or trust accounting income under generally accepted accounting procedures after all expenses or other charges to income other than distributions to beneficiaries. Despite the foregoing, any distributions from qualified retirement plans, annuities, or individual retirement accounts as defined in the Code means trust income to the extent the distribution represents income earned by the plan or retirement account, and in the event the total distributions received from such plans or accounts is less than the income earned by the plan or account, income means additional sums withdrawn from such plans or accounts, and such withdrawn income as is designated as trust income by the trustee.

17. Property: The term "property" means an interest, present or future, legal or equitable, vested or contingent, in real or personal property.

18. Separate Property: The term "separate property" means the separate property of either of us transferred to the trustee, as invested and reinvested, together with the income from that property.

19. Separate Share: The term "separate share" means a share of a trust allocated for a particular purpose or beneficiary.

20. Share Estate: The term "share estate" means the principal and all properly undistributed income, accrued or accumulated, of the share to which the reference is made.

21. Spouse: The term "spouse" means the person to whom an individual is legally married at the time of death of the individual, other than a person from whom the individual was then separated under a decree of separation, whether or not final, or a written separation agreement signed by both parties. A person separated from an individual whose marriage to the individual continues in effect solely because a judgment of divorce or annulment of the marriage is not recognized as valid is not a spouse. A person whose marriage to an individual at the time of death of the individual is not recognized solely because a judgment of divorce or annulment of a previous marriage of either or both of them is not recognized as valid is a spouse.

22. Tangible Personal Property: The term "tangible personal property" means intimate and household effects of any kind (including household goods, furniture, furnishings and rugs, pictures, paintings, antiques, family heirlooms, art objects, books, jewelry, wearing apparel, glassware, silverware, china, linens, and hobby paraphernalia), personal vehicles, together with any insurance on any of the property and memberships in any private clubs. The term "tangible personal property" does not include money, currency, federal reserve notes, bank accounts, bonds, stocks, securities, interests in partnerships, limited liability companies or proprietorships, receivables or property used in a trade or business.

23. Testamentary Estate: The term "testamentary estate" includes every interest in property subject to disposition or appointment by the will of the decedent.

24. Trust: The term "trust" means any trust or separate share created by this instrument.

25. Trust Estate: The term "trust estate" includes the principal and all properly undistributed income, accrued or accumulated, of the respective trust to which reference is made and includes a separate share estate.

26. Trustee: The term "trustee" includes an original, additional or successor trustee, whether or not appointed or confirmed by a court.

27. Will: The term "will" and the term "last will" include not only the last will of the person referred to, but also any codicils to that will.

B. Spendthrift Provision: No beneficiary may transfer or encumber the interest of the beneficiary under this instrument and no one having a claim against any beneficiary may attach or otherwise reach any interest of the beneficiary under this instrument. The exercise of any power of appointment granted by this or any other instrument or the exercise of any disclaimer is not a transfer or encumbrance under this paragraph.

C. Independent Significance: Each trust, whether or not funded with any property, has an independent significance from the will of any person which may refer to or make a gift to the trust. Each trust has been established to be available to hold any property which anyone (including attorneys-in-fact and holders of powers of appointment) may choose to add to the trust. Without limiting any other alternatives, additional property may be added to a trust by will upon death, by designation as a beneficiary of insurance policies or employee benefit plan distributions, by a transfer on death designation or a payable on death designation or otherwise.

D. Maximum Term of Trusts: Despite any other provision of this instrument, if any interest created by this instrument is still held in trust at the expiration of a period ending on the earlier of (i) 21 years after the death of the last survivor of the designated beneficiaries living at the date this instrument becomes irrevocable, or (ii) 89 years after the date of this instrument, the interest will at that time immediately vest in and be distributed to the income beneficiaries in the same proportions as the income beneficiaries are then entitled to receive income, or to those persons, per stirpes, if income distributions are discretionary.

E. Pecuniary Dispositions Bear Appropriate Interest: All pecuniary dispositions under this instrument will bear interest as provided by Section 45-3-904 NMSA 1978, as amended. My intent in providing for pecuniary dispositions to bear interest is to provide for "appropriate interest" as defined by Proposed Regulations 26 CFR 26. 2642-2, and if the interest provided by the first sentence of this Paragraph does not result in "appropriate interest" as so defined, then such pecuniary dispositions will bear interest at the lowest rate required to result in "appropriate interest" as so defined.

F. Simultaneous Death and Survivorship: If we should die under circumstances in which there is not sufficient evidence to determine which of us survived, then, I direct that for the purpose of this instrument that each of us be deemed to have survived the other. If any person, other than one of us who would be a beneficiary under this instrument if the person survives one of us or survives some other beneficiary, dies under circumstances in which sufficient evidence does not exist to determine whether or not that person survived one of us or survived the other beneficiary, then for purpose of this instrument, that person will be deemed to have predeceased us or to have predeceased the other beneficiary. No person, except one of us, will be deemed to have survived one of us if the person dies within 90 days of the death of one of us.

G. Contests: If any beneficiary under this instrument objects, directly or indirectly, to the validity of this instrument or contests the validity of this instrument or any of its parts, or exercises or attempts to exercise any right of election to take any part of a trust estate against the provisions of this instrument, then any objecting or contesting beneficiary will be treated for the purposes of this instrument as if the beneficiary had predeceased us, and any gift of any kind intended for the beneficiary will be void.

H. Scope of Powers of Appointment: An appointment of property pursuant to a power of appointment granted by this instrument (i) may be made to or among any one or more of the permitted objects of the power, with a remainder to other objects of the power, (ii) may be made to grandchildren or more remote lineal descendants, even if either or both of the parents of the appointees are living, (iii) may impose lawful conditions upon any appointment, if the conditions do not cause the appointment to benefit a prohibited object of the power, (iv) may impose lawful spendthrift restrictions upon any appointment, and (v) may be made outright or in trust for any period permitted by law. The holder of any power will have the right at any time and from time to time to disclaim, renounce, release and cancel the power, in whole or in part, or to further limit, but not enlarge, the class of possible appointees or the scope of the power, by instrument in writing signed by the holder and appropriately delivered. A power will not be applicable to any property previously disclaimed by the holder of the power.

I. Applicable Law: With respect to any trusts established by this instrument, the laws of only one particular state will not necessarily govern, but rather the governing law will be determined as follows:

1. Validity: The validity of each trust, as well as the validity of the particular provisions of that trust, will be governed by the laws of the state of domicile of the individual or corporate trustee then having custody of the principal assets and records of the trust. If the law of that state does not support the validity of the trust, the validity of the trust will be governed by the laws of that state which has sufficient connection with that trust to support the validity of the trust.

2. Construction: The meaning and effect of the provisions of this instrument that affect the determination of who is a beneficiary and what is a beneficiary's proper share will be governed by and construed under the laws of New Mexico. If any provision of this instrument specifically states what law will govern, the law stated in that provision will govern the administration of that provision. The meaning and effect of all remaining provisions of this instrument will be governed by and construed under the laws of the state of domicile of the individual or corporate trustee then having custody of the principal assets and records of the trust.

3. Administration: Subject to the other provisions of this instrument, the administration of each trust will be governed by the laws of the state of domicile of an individual trustee or the principal office of a corporate trustee then having custody of the principal assets and records of the trust, the courts of which state will have exclusive jurisdiction over the administration of the trust with respect to any period during which that trust was being administered in that state.

4. Situs: The situs of each trust will be the state of domicile of an individual trustee or the principal office of a corporate trustee then having custody of the principal assets and records of the trust. The preceding rule will apply even though some trust property may be located elsewhere.

J. Severability: If any phrase, clause, sentence, section, paragraph or provision of this instrument is declared invalid, illegal or unenforceable in any respect by a final decree of a



court having competent jurisdiction, that declaration will not affect, prejudice or disturb the validity of any other phrase, clause, sentence, section, paragraph or provision of this instrument, nor the validity of the maligned phrase, clause, sentence, section, paragraph or provision in any other jurisdiction.

K. Notice Procedures: Whenever written notice is required to be given under the terms of this instrument, the notice may be given either: (i) by personal delivery evidenced by a written receipt, (ii) by certified mail (the notice will be deemed to have been given on the date of mailing of the notice), (iii) by courier or similar delivery, or (iv) by confirmed facsimile transmission. The notice must be given to a location reasonably understood under the circumstances to be a location which will result in actual notice being received.

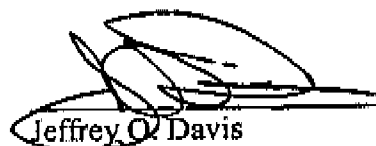
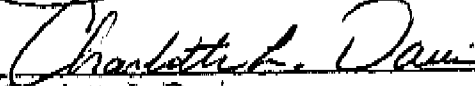
L. Third-Party Responsibility: No one dealing with a trustee will be obliged to see to the application of any money paid or property delivered to the trustee, or to inquire into the necessity or propriety of the trustee exercising any of the powers conferred upon the trustee, or to determine the existence of any fact upon which the power of the trustee to perform any act may be conditioned. A trustee may rely upon any notice, certificate, affidavit, letter, telegram or other paper or document believed to be genuine, or upon any evidence deemed to be sufficient, in making any payment or distribution.

Dated: July 28, 2009.

GRANTORS:


Jeffrey D. Davis

Charlotte L. Davis

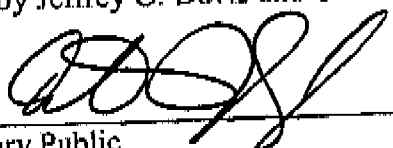
TRUSTEES:


Jeffrey D. Davis

Charlotte L. Davis

STATE OF NEW MEXICO

COUNTY OF SAN JUAN

This instrument was acknowledged before me by Jeffrey O. Davis and Charlotte L. Davis
as grantors and trustees on July 28, 2009


Notary Public

My Commission Expires:

March 6, 2010
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