

TRUST AGREEMENT  
OF THE  
THOMAS HUTH REVOCABLE LIVING TRUST

INTRODUCTION

A. Establishment of Trust

THOMAS HUTH who is both the "Grantor" and the initial "Trustee" of this Trust, hereby declares that he has set aside and now holds in trust cash in the amount of One Hundred Dollars (\$100). Said cash, together with all other property hereafter transferred to this trust, shall constitute the "trust estate," and shall be held, managed and distributed as hereinafter provided.

B. Name of Trust

This instrument may be referred to as the "THOMAS HUTH REVOCABLE LIVING TRUST."

C. References to Grantor's Family

The Grantor is single and has two children now living, namely, COLE HUTH, born February 18, 1998, and ELIZABETH HUTH, born July 2, 1993. The Grantor has no deceased children.

D. References to "Trustees"

The term "Trustees," as used herein, shall refer to the initial Trustee as well as to any successor Trustee or Trustees serving hereunder.

ARTICLE I.

REVOCATION - AMENDMENT

A. Grantor's Lifetime

The Grantor shall have the power to amend or revoke this instrument in whole or in part, at any time and from time to time during his lifetime. The foregoing powers of revocation and amendment shall be exercised by duly acknowledged written instrument delivered to the then acting Trustees.

**B. Death of Grantor**

From and after the death of the Grantor, no trusts under this instrument may be amended or revoked by any person.

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## ARTICLE II.

### DISPOSITION OF TRUST ESTATE

#### A. Terms of Trust While Grantor Living

(1) During the lifetime of the Grantor, the Trustees shall pay to or apply for the benefit of the Grantor so much of the principal and income of the trust estate as the Grantor shall request, and in the absence of such a request, such amounts as the Trustees, in their discretion, shall determine to be necessary or appropriate for the Grantor's support, health and comfort.

(2) Any income of the trust estate not so distributed shall be accumulated and added to principal. The provisions of this paragraph A shall be construed in a liberal manner for the Grantor's benefit and the rights of remaindermen shall be considered to be of secondary significance.

#### B. Grantor's Death

Upon the Grantor's death, the trust estate (including any additions thereto by reason of the Grantor's death) shall be distributed as follows:

##### 1. Tangible Personal Property

All automobiles, household furniture and furnishings, household equipment and appliances, silverware, jewelry, clothing and personal effects ("tangible personal property") shall be distributed to the Grantor's children, in shares of approximately equal value. If COLE shall be a minor at the time requiring such distribution, the Trustee shall hold COLE's share in trust for his benefit until he reaches the age of eighteen (18) years.

##### 2. Residue

The residue of the trust estate shall be distributed in its entirety to DWILYNDA HUTH. If DWILYNDA HUTH shall predecease the Grantor the residue of the trust estate shall be distributed as follows:

The residue of the trust estate shall be divided into separate, equal shares as follows: One share for each child of the Grantor living at the time of the Grantor's death, and one share collectively for the issue of any child of the Grantor who shall be then deceased but leave issue then living. Such shares shall be disposed of as follows:

a. Each share set aside for a child shall be distributed to such child outright and free of trust. If COLE shall be a minor at the time of the Grantor's death, his share shall be held in trust by the Trustee and administered and distributed pursuant to the provisions of paragraph M of Article V.

b. Any share set aside for the issue of a deceased child shall be distributed to such then living issue upon the principle of representation, subject to the provisions of paragraph M of Article V.

c. If a child shall be deceased leaving no issue then living, such child's share shall be distributed to the Grantor's living child.

C. Death of Primary Beneficiaries

Any part of any trust not disposed of under the foregoing provisions of this instrument shall be distributed to the Grantor's legal heirs, the identities and respective shares of such heirs to be determined according to the laws of succession of the State of California then in force relating to separate property not acquired from a parent, grandparent or previously deceased spouse.

D. Maximum Duration of Trust

Unless terminated at an earlier date under the foregoing provisions of this instrument, all trusts created under this instrument shall terminate one day prior to the twenty-first anniversary of the death of the last survivor of the Grantor and the Grantor's issue living on the date of the Grantor's death. Upon such termination, the principal and accumulated income of each such trust shall be distributed upon the principle of representation to the persons then entitled to the income thereof, or if there are none, to the persons then entitled to distributions therefrom in the discretion of the Trustees.

E. Trust Interest Not Transferable

The interests of beneficiaries in principal or income of any trust shall not be subject to claims of their creditors or others, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

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ARTICLE III.

PROVISIONS REGARDING TRUSTEES

A. Successor Trustees

If the Grantor shall be unable or unwilling to act as Trustee, then DWILYNDA HUTH shall act as Trustee of all trusts created hereunder.

B. Compensation of Trustee

Any Trustee serving hereunder other than the Grantor shall be entitled to reasonable compensation for services actually rendered as such Trustee.

C. No Bond

No bond shall be required of any Trustee named herein.

D. Successor Trustees/Powers and Liability

Any successor Trustee shall succeed as Trustee with like effect as though originally named herein. All authority, powers and titles conferred upon an original Trustee shall pass to any successor Trustee without any further act or deed.

No successor Trustee shall be liable for any act or omission of her predecessor, nor shall she be obligated to inquire into the validity or propriety of any act or omission. Any successor Trustee shall be entitled to accept as conclusive any accounting and statement of assets furnished by her predecessor.

E. Voluntary Resignation

Any Trustee may resign at any time by written notice filed with the first successor Trustee, and if the sole Trustee, may appoint a successor Trustee.

F. Delegation of Certain Duties to Agent

Each Trustee acting hereunder from time to time may delegate to one or more agents any or all administrative and ministerial duties relating to any trust created hereunder. The duties which may be delegated pursuant to this paragraph shall include all acts necessary with respect to the transfer of real and personal property of any trust and the execution of all documents in connection therewith; the opening of accounts of any type, in one or more financial institutions; the authorization of the deposit or withdrawal of funds from any or all of such accounts and the signing of checks on such accounts; and the entering of trust safe deposit boxes. All transfer agents,

corporations and financial institutions dealing with an agent pursuant to the provisions of this paragraph shall be relieved of all liability as a consequence of dealing with such agent and shall not be under any responsibility to see to the performance of any trust created hereunder.

G. Mandatory Resignation

Any Trustee shall be deemed to have automatically resigned, without further act on his or her part, immediately upon receipt by the first successor Trustee of an acknowledged, written instrument executed by two licensed physicians, each of whom represents that he is certified by a recognized Medical Specialty Board, that he has examined such Trustee, and that he has concluded from such examination that by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar cause, he or she has become unable prudently to exercise his or her powers as such in the best interests of the beneficiaries of any trust. The expenses of such examination shall be paid out of the trust or trusts of which such individual shall be Trustee.

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## ARTICLE IV.

### POWERS OF TRUSTEES

#### A. Enumeration of Powers

The Trustees shall have the following powers, in addition to those now or hereafter conferred by law:

1. To manage, control, sell, convey, exchange, partition, divide, improve, repair; to grant or acquire options and to sell upon deferred payments; to abandon property or any interest therein; to mortgage or lease for terms within or extending beyond the duration of any trust created hereunder for any purpose including exploration for and removal of gas, oil, or other minerals; to insure trust property; to enter into community oil leases; to cause any property to be registered or held of record in the name of any corporate Trustee or in the name of its nominee or to retain any property without changing its recorded or registered owner with or without divulging the existence of any trust.

2. To subdivide, develop, or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements to public use without consideration.

3. To retain property, and to invest and reinvest the principal, and income if accumulated, as provided by law from time to time existing, and, subject to the Trustees' duty to treat the beneficiaries fairly and equitably, to purchase or acquire any kind of property, real, personal or mixed, and every kind of investment, specifically including, without limitation, corporate obligations of every kind, and stocks, preferred or common, and limited or general partnerships or joint venture interests in partnerships or joint ventures engaged in any trade or business, whether producing income or non-income producing, including, without limitation, corporate obligations, stocks and partnership interests in enterprises in which the Trustees or any other person shall have an interest.

4. To borrow money for any trust purpose from any person (including the purchase of securities on margin), including the Trustees or the fiduciaries of any other trust or of any estate, upon such terms and conditions as the Trustees may deem proper, and to obligate the trust estate for repayment; to encumber the trust estate or any of its property by mortgage, deed of trust, pledge or otherwise using such procedures to consummate the transaction as the Trustees may deem advisable; to lend money of one trust to any other trust created hereunder or to any other person (including but not limited to any beneficiary) or estate, upon such terms as the Trustees may deem advisable; ~~provided that any loan shall bear a reasonable rate of interest and shall be adequately secured;~~ to place, replace, renew or extend any encumbrance upon any real or personal property; to institute, compromise and defend actions and proceedings.

5. To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustees may deem advisable.

6. Upon any division or partial or final distribution of income or principal of the trust estate, to partition, allocate and distribute such income or principal in undivided interests or in kind, or partly in money and partly in kind, at equitable valuations determined by the Trustees, and to sell such property as the Trustees may deem necessary to make division or distribution.

7. In making any division or partial or final distribution of any trust, the Trustees shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated; but rather the Trustees may, in their discretion, make a non-pro rata division between trusts or shares and non-pro rata distributions to such beneficiaries, so long as the respective assets allocated to separate trusts or shares or distributed to such beneficiaries have equivalent or proportionate fair market value.

8. To employ and rely on accountants, appraisers and other experts and legal counsel; to employ agents, clerks and other assistants; and to remunerate any or all of such persons and pay their expenses.

9. To relinquish or restrict the scope of any power hereunder in whole or in part by written instrument.

B. General Powers

The enumeration of certain powers hereunder shall not limit the Trustees' general powers, and they shall have all the rights, powers and privileges which an absolute owner of the same property would have, subject to their fiduciary obligations and to any limitations stated elsewhere in this instrument.

C. Determination of Principal and Income

Matters relating to the rights of beneficiaries among themselves as to principal and income shall be governed by the provisions of the Revised Principal and Income Act from time to time existing. In the event the Revised Principal and Income Act shall contain no provision concerning a particular item, the Trustees shall have the power to determine what is principal or income and apportion and allocate, in their reasonable discretion, receipts and expenses as between these accounts.

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ARTICLE V.

GENERAL PROVISIONS

The following general provisions shall be applicable to any trust created hereunder.

A. Accrued Income

Income accrued or unpaid on trust property when received into any trust shall be treated as any other income.

Income accrued or held undistributed at the termination of any interest or estate under any trust shall go to the beneficiaries entitled to the next succeeding interests, in the proportion in which they take such interests. Periodic payments out of principal not due upon the termination of any interest or estate shall not be apportioned to that date.

Proration of taxes and other current expenses to the date of termination shall not be required.

B. Beneficiary Under Disability

Payments to any beneficiary under disability may be made to the guardian of the person of the beneficiary, to a custodian for the beneficiary under the Uniform Transfers to Minors Act, to the parent of any minor beneficiary for the minor's account, or to any other suitable adult with whom the beneficiary shall reside for the beneficiary's account, or may be applied for the beneficiary's benefit. Sums may be paid directly to minor beneficiaries who, in the Trustees' judgment, have attained sufficient age and discretion to render it probable that such sums will be properly expended. No bond or other security shall be required of any such payee.

C. No Contest

If any beneficiary of any trust hereunder or under the Will of the Grantor shall, alone or in conjunction with any other person or persons, contest the validity of any such trust or attack or seek to impair or invalidate any of its provisions, or conspire with or voluntarily assist anyone attempting to do any of these things, then the right of such person to take any interest given to him by such trust shall be determined as if such person had predeceased the execution of this instrument. Nothing in this paragraph shall be construed as preventing any person from disclaiming all or any

part of any gift to him under this instrument. The Trustees are hereby authorized to defend at the expense of the trust estate any contest or other attack of any nature upon any trust or any provision of such Will.

D. Rules of Interpretation

In all matters of interpretation, whenever necessary to give effect to any provision of this instrument, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural and the plural shall include the singular. The headings, titles, subtitles and table of contents herein are inserted solely for convenient reference and shall be ignored in any construction of this instrument.

E. Severability of Provisions

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

F. Additions to Trusts

Other property acceptable to the Trustees may be added to any trust by any person, including, without limitation, proceeds of insurance as and when received, the proceeds of a pension, profit sharing or retirement plan, and any property added under the Will of any person. Any addition to a trust which at such time shall have been wholly distributed shall be distributed to the beneficiary thereof, or if he or she shall not be then living, to his or her then living issue, upon the principle of representation. Any addition to a partially distributed trust shall augment proportionately the distributed and undistributed portions of such trust.

G. Notices Re Birth, Marriage, Death, Etc.

Until the Trustees shall receive written notice of any birth, marriage, death or other event upon which the right to payments may depend, they shall incur no liability to persons whose interests may have been affected by that event for disbursements made in good faith.

H. Claims of Creditors

The Trustees shall not be personally liable to any creditor or to any other person for making distributions from any trust pursuant to the terms of this instrument if the Trustees shall have no notice of the claim of such creditor.

I. Governing Law

Unless otherwise provided in this instrument, the validity, construction and all rights under this instrument shall be governed by laws of the State of California. This paragraph shall apply regardless of any change of residence of any Trustee or any beneficiary, or the appointment or substitution of a Trustee residing in another state. However, all matters pertaining to the rights, title and interests in and to real property which shall be a part of the trust estate shall be governed by the laws of the state in which the real property is located, including such state's conflicts of law principles.

J. Physical Segregation Not Required

No physical segregation or division of the trust property among the separate trusts created under this instrument shall be required hereunder except as may be necessitated by distributions from any of the trusts. The Trustees shall, however, maintain appropriate bookkeeping records to reflect the interests of the various trusts established under this instrument in the assets held hereunder.

K. Definitions

1. "Child," "Grandchild" and "Issue"

The words "child," "grandchild" and "issue" and derivations thereof, as used herein, shall include persons who were legally adopted prior to their attaining majority, and shall exclude foster children and stepchildren unless so adopted. A child, grandchild or issue in gestation shall be considered as then living for purposes of this Trust if such child, grandchild or issue is later born alive. The determination of whether or not an illegitimate child shall be treated as a "child," "grandchild" or "issue" for purposes of this Trust shall be made by reference to the California Uniform Parentage Act existing from time to time.

2. "Education"

The term "education" shall include but not be limited to private primary and secondary schooling, vocational training, study at an institution of higher learning, and graduate and professional education, to the extent any of said education is profitably pursued in the discretion of the Trustees; and shall encompass not only tuition, but also costs incidental to education such as, without limitation, books, travel, suitable clothing, reasonable allowance, room and board.

3. "Internal Revenue Code"

As used in this instrument, the term "Internal Revenue Code" shall refer to the Internal Revenue Code of 1986, as amended from time to time, and to any successor statute thereto.

L. Overdue Distributions

If, at the time of the establishment of any trust, the time fixed for any distribution of principal shall have passed, the distribution shall be made upon the establishment of the trust.

M. Beneficiary Under Age Eighteen

Subject to the provisions of Article II which specify the maximum duration of all trusts hereunder, while any person otherwise entitled to outright distribution of any property shall be under the age of eighteen (18) years, the Trustees shall hold and administer such beneficiary's property for his benefit, add income to principal, and apply therefrom such sums as may be, in the discretion of the Trustees, necessary for his support, health and education. When the beneficiary shall have attained age eighteen (18) years, all property then held for his benefit shall be distributed to him, or upon his prior demise, subject to the provisions of this paragraph, such property shall be distributed to his then living issue upon the principle of representation, or if no such issue shall be then living, such property shall be distributed in equal shares to his then living brothers and sisters and to the then living issue of any of the beneficiary's brothers and sisters theretofore deceased, upon the principle of representation, or if none of them are then living, to the beneficiary's legal heirs according to the laws of succession of the State of California relating to separate property then in force.

N. Survivorship Provision

If any beneficiary required herein to survive the Grantor shall fail to survive the Grantor for thirty days, then such beneficiary shall be deemed to have predeceased the Grantor.

O. Probate Court Jurisdiction Available

The provisions of the Probate Code of the State of California authorizing optional probate court jurisdiction over inter vivos trusts are hereby expressly made applicable to all trusts.

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## ARTICLE VI.

### PAYMENT OF TAXES AND OTHER ITEMS

#### A. Grantor's Death Taxes

(1) All estate or inheritance taxes and any other death duties (other than generation-skipping transfer taxes) levied by any jurisdiction and payable by reason of the inclusion of any portion of the trust estate in the taxable estate of the Grantor shall be paid from the residue of the trust estate.

(2) All such taxes or other death duties paid out of the Grantor's probate estate and directed in her Will to be charged as provided in this instrument shall be charged to the residue of the trust estate.

(3) Any generation-skipping transfer taxes imposed on the assets of any trust created hereunder shall be paid as follows:

a. Any generation-skipping transfer tax imposed on a "direct skip" (as that term is defined in section 2612 of the Internal Revenue Code), which occurs under this instrument by reason of the Grantor's death shall be paid from the residue of the trust estate.

b. Any other generation-skipping transfer tax imposed on the assets of any trusts created hereunder shall be paid as provided by federal law.

#### B. Payment of Other Items

The Trustees may also pay from the residue of the trust estate any portion of the items set forth below, as shall be determined in the Trustees' discretion:

(1) Any debts of the Grantor outstanding at the time of her death and not barred by the statute of limitations, the statute of frauds, or any other provision of law.

(2) Any expenses of probate and trust administration incurred by reason of the Grantor's death, including but not limited to any accountants', appraisers' or attorneys' fees and any expenses of determining the amount of any estate, inheritance or income taxes payable by reason of her death.

(3) Any of the last illness or burial expenses of the Grantor.

C. Tax Elections

The Trustees shall have the power to take any action and to make any election to minimize the tax liabilities of any trust created hereunder and such trust's beneficiaries, and except as otherwise expressly provided herein, shall allocate the benefits among the various beneficiaries, make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustees shall determine has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over another.

D. Generation-Skipping Taxes

If any trust may be subject to the federal generation-skipping tax, the Trustees may divide such trust into two separate trusts of equal or unequal value (or establish two separate trusts, equal or unequal, with property which would have been allocated to such trust), on the same terms and with the same beneficiaries. The Trustees may also segregate two trusts for the same beneficiary from each other. The foregoing divisions, allocations and segregations may be made so that any portion of a trust or an entire trust which is exempt under Section 2631 or any other provision of the Internal Revenue Code or of federal law may be segregated from other trusts.

Upon the augmentation of one trust by another pursuant to this instrument, the Grantor suggests (without imposing any legal obligation) that any such exempt trust be added only to other trusts which are exempt for generation-skipping tax purposes (but in keeping with the other provisions of this instrument regarding the identities of the beneficiaries whose trusts are to be augmented).

Executed on January 24, 2012, at Yuba City, California.

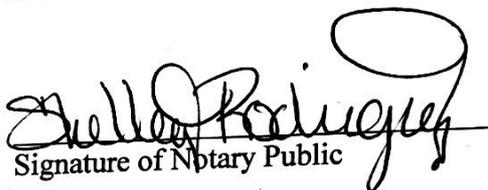
  
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THOMAS HUTH  
GRANTOR and TRUSTEE

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SUTTER            )

ACKNOWLEDGMENT

On January 24, 2012, before me, SHELLEY RODRIGUEZ, Notary Public, personally appeared THOMAS HUTH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

I certify under penalty of perjury under the laws of the state of California that the foregoing paragraph is true and correct.

  
Signature of Notary Public

