

AMENDMENT TO FAMILY TRUST

2008

The undersigned Grantor(s) of the _____ FAMILY TRUST, dated _____, 19 _____, hereby alter and amend said trust pursuant to add the following provisions to said trust as follows:

Declaration of Mental Incompetence, Succession of Trustee: If in the opinion of the personal physician of the Trustees' (or treating physician, if the Trustee's personal physician is not reasonably available) either or both Trustees are under a mental disability which prevents them from carrying out their duties hereunder, whether or not disability or the need for a conservator has been declared by court (but ALWAYS subject to the right of such trustee to petition a court for a determination that no disability exists), the Co-trustee, or if there is none, then named successor trustee(s), in preference of their order listed, shall assume the role of trustee under the terms of this trust.

Appointment of Successor Trustee: The currently serving trustee shall have the power to appoint a successor to him/her/it. A non-Grantor appointed Trustee should not supercede a successor trustee named by the Grantors without cause.

Limited Power of Appointment: During the lifetime of the Grantor(s), they may direct the trustee in writing to pay any single sum or periodic payments out of the trust estate to any person or organization. After the death or incompetence of the Grantor(s) the trustee may continue such payments in a similar manner and sum as the trustee may decide, in the trustee's sole discretion, is prudent considering the income and principal needs of any surviving beneficiary of the trust and the manifest desires of the Grantor(s).

After the death of the Grantor(s) or during any period of incompetence, the trustee may make Federal Gift Tax exclusion qualifying payments to any beneficiary of the trust, in a manner and sum as the trustee may decide, in the trustee's sole discretion, is prudent considering the income and principal needs of any surviving beneficiary of the trust as long as all beneficiaries of equal degree are treated equally.

This power of appointment is not intended to be a general power of appointment and to the extent that it is adjudicated to be a general power by a court of competent jurisdiction, it shall be void ab initio. Any decisions hereunder by the trustee which may violate any rule, law or regulation of the IRS, shall be decided by committee as set forth in the general provisions of the trust.

Ascertainable Standard: Any ascertainable standard referenced in the trust shall be restated and amended to include the following. This provision shall control in the event of contradictory terms: "During the lifetime of the Grantors, the Trustee shall pay to or apply for the benefit of the Grantors from the net income of the trust(s), all sums and in any proportion, that the Trustee considers necessary for the Grantors respective health, education, support and maintenance to maintain, at a minimum their accustomed standard of living. After the death of one spouse, the

trustee shall distribute not less than all of the income from the by-pass ("B") trust annually, but may do so into the Survivor's trust."

Invasion of Principal: After the death of one spouse, should the net income of the Trust Estate be insufficient to provide for the health, education, care, maintenance, or support of the Grantors as herein defined, the Trustee shall, in the Trustee's absolute discretion, pay to or apply for the benefit of the Grantors, or either of them, or any of their dependents, such amounts from the principal of the bypass trust, after it has been created, as the Trustee may, in the Trustee's discretion, from time to time deem necessary for the Grantors respective health, education, support and maintenance to maintain, at a minimum their accustomed standard of living. As long as both spouses are alive and competent, they may invade the corpus of the trust for any purpose and without limitation.

General Limitation Provision: Notwithstanding other provisions anywhere in this Trust to the contrary, in no event shall the Trustee take any action or have any power that will impair any federal tax marital deduction or other, and all provisions regarding the decedent's trust, shall be interpreted to conform to this primary objective.

Spendthrift Provision: The Prohibition Against Transfer ("spendthrift") clause of said trust is hereby amended to include the following language: "Nothing in this section shall deny the right of all of the beneficiaries of this trust, acting together in unanimity, to agree to modify or terminate this trust after the death of the grantors."

Duties, Powers, and Authority of Trustee shall include: The Trustee may authorize any person or entity to act as Power of Attorney on his/her behalf."

Continuation of Gifting Practices: The trustee is empowered to continue any gift giving instituted by the Grantors during their lifetimes, or as they have instructed the Trustee in writing.

Termination of Remainder Trusts paragraph is amended to read: Each trust referred to in the remainder trust distribution paragraphs, shall terminate when the indicated beneficiary attains ____ years of age (30 if not otherwise specified) or dies whichever shall first occur, unless otherwise indicated or such beneficiary is legally incompetent. Upon termination of the trust, the Trustee shall pay over and distribute the assets then comprising the trust estate to the child for whom the trust was maintained if he or she is living on the date the trust terminates; otherwise, to that child's then living lineal descendants by right of representation in family; otherwise, to the Grantor's then living lineal descendants by right of representation in family.

Individual Retirement Accounts. Income of the trust shall include all amounts received (1) from Individual Retirement Accounts and Trusts ("IRAs") and employee benefit plans qualified under Section 401(a) of the Code except amounts attributable to contributions to IRAs and plans which were not deductible by the Grantor for federal income tax purposes and (2) with respect to annuity contracts to the extent they exceed the basis attributable to them under the Code. The Trustee is specifically prohibited from using IRA proceeds for payment of any estate expenses, unless there are no other assets in the trust. The primary beneficiary of any IRA or retirement account received by the trust shall have a limited power of appointment over such funds but may not appoint the property to an individual who is/was older than the grantor's oldest child.

***A-B Trust Income Distributions:** If the trust contains a division of the trust in to A and B trusts: Section 5.2 h. provides in part: "The Trustees shall distribute such amounts of income or principal or both of the Decedent's Trust to or for the benefit of the Surviving Grantor and any one or more of the issue of the Grantors as the Trustees deem appropriate." This is amended to read: "The Trustees shall distribute such amounts of income or principal or both of the Decedent's Trust to or for the benefit of the Surviving Grantor as the Trustees deem appropriate."

In all other respects I hereby ratify and confirm the provisions of the trust agreement.

Executed on this _____ day of _____, 200__ at _____, CA

Name:

Name:

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On the _____ day of _____, 200__, before me, _____, a Notary Public in and for said County and State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal: _____