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AFFIDAVIT OF TRUST

The undersigned Trustee hereby certifies the following:

- 1. The following Revocable Trust is the subject of this Affidavit:

Reba J. McLain Family Trust; dated May 22, 2001.

- 2. The Trustee in Trust is:

Reba J. McLain

- 3. The trust has not been revoked, terminated, modified or amended since its inception.
- 4. The real property described in that certain deed dated July 29, 2002, filed August 7, 2002 in Instrument #2002-37127 in the Office of the Judge of Probate of Shelby County, Alabama was added to the Reba J. McLain Family Trust subsequent to the establishment of the Reba J. McLain Family Trust on May 22, 2001.
- 5. The signatories of this Affidavit declare under penalty of perjury, that the foregoing statements and the provisions as certified by the establishment of the Reba J. McLain Family Trust, dated May 22, 2001, are true and correct.
- 6. This affidavit was executed in Jefferson County, Alabama on February 10, 2004.

TRUSTEE: *Reba J. McLain*
individually and as trustee under
Trust Instrument dated 5/22/01
for the benefit of Reba J. McLain
Reba J. McLain, individually and as
Trustee under Trust Instrument dated
May 22, 2001 for the benefit of Reba
J. McLain

Witness

Witness

Street Address

Street Address

City, State, Zip

City, State, Zip

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, **Gregory Honeycutt**, a Notary Public in and for said County and State, hereby certify that **Reba J. McLain**, individually and as Trustee under Trust Instrument dated May 22, 2001, whose name is signed to the foregoing conveyance or instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of February, 2004.

[Signature]
Notary Public
My Commission Expires: 4/23/06



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IS STORED AT
ALSTON AND GIESER, LLC
(714) 432-1555

DECLARATION OF TRUST
OF THE REBA J. McLAIN FAMILY TRUST

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DECLARATION OF TRUST
OF THE REBA J. McLAIN FAMILY TRUST

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**DECLARATION OF TRUST
OF THE REBA J. McLAIN FAMILY TRUST**

INTRODUCTION

REBA J. McLAIN, as "Trustee," hereby declares that REBA J. McLAIN, as "Trustor," has transferred and delivered to the Trustee, without any consideration moving from the Trustee, all of Trustor's right, title and interest in and to the property described in "Schedule A" attached hereto and by this reference incorporated herein, which property, along with any additional property hereafter transferred to this trust shall be held in trust to be known as THE REBA J. McLAIN FAMILY TRUST, and administered and distributed as hereinafter provided:

PART I

TRUST ESTATE

1.1 Definition of Trust Estate. The property subject to this Declaration of Trust is referred to as the "Trust Estate." All property held by the Trustee or hereafter transferred to the Trust during the lifetime of the Trustor is comprised solely of the Trustor's separate property.

1.2 Children of the Trustor. The Trustor has one (1) child now living, whose name and date of birth is: REBECCA B. McLAIN born on September 25, 1993. The Trustor intends by this Trust Agreement to provide for the above-referenced child, as well as any child hereafter born or adopted.

PART II
TRUSTEES

2.1 **Initial Trustee.** REBA J. McLAIN shall serve as the "Initial Trustee" of the trust established under this Declaration of Trust.

2.2 **Successor Trustees.** Upon the death, resignation or incapacity of the Initial Trustee, then SIDNEY M. BIRD, III and SHEILA F. BIRD shall serve as successor Co-Trustees. If either of the above individuals become unable or unwilling to serve or to continue to serve as Co-Trustee, the remaining individual shall serve as Co-Trustee, or sole Trustee, as the case may be. If both of the above individuals become unable or unwilling to serve or to continue to serve as Co-Trustees, then DAVID GOBER and THERESA GOBER shall serve as Co-Trustees. If either of the above individuals become unable or unwilling to serve or to continue to serve as Co-Trustee, the remaining individual shall serve as Co-Trustee, or sole Trustee, as the case may be. If all of the above referenced individuals become unable or unwilling to serve or to continue to serve as Co-Trustees, or sole Trustee, then NORTHERN TRUST BANK OF CALIFORNIA, N.A. shall serve as sole Trustee. Whenever there are more than two individuals serving as Co-Trustees, the decision of the majority shall be binding. If two individuals are serving as Co-Trustees, their decision must be unanimous.

2.3 **Waiver of Bond.** No individual, while serving as a Trustee or Co-Trustee, shall be required to furnish bond.

2.4 **Right of Trustee to Resign.** Any Trustee serving hereunder shall have the right to voluntarily resign.

2.5 **Powers of Successor Trustees.** All successor Trustees (except as otherwise provided) shall be vested with all the title, rights, powers, discretions, privileges, duties and obligations of the Initial Trustee. A successor Trustee shall have no responsibility for the acts or omissions of any prior Trustee nor any duty to investigate the accounts or administration of any prior Trustee.

2.6 **Compensation of Trustees.** Each Trustee shall be entitled to reasonable compensation for his, her or its services as Trustee, and to reimbursement for all reasonable expenses incurred on behalf of the

trust.

2.7 Terminology. As used in this Declaration of Trust, the term "Trustee" shall mean "Trustees" whenever more than one person or entity is so serving; and the term "Trustees" shall mean "Trustee" whenever only one person or entity is so serving.

PART III

REVOCATION, ALTERATION AND AMENDMENT OF TRUST

Section A

During the Lifetime of Trustor

3.1 Right to Revoke. At any time and from time to time during the lifetime of the Trustor, the trust may be revoked in whole or in part by an instrument in writing signed by the Trustor and delivered to the Trustee. On revocation, the Trustee shall promptly deliver to Trustor and/or his/her designee all or the designated portion of the assets of the Trust Estate affected thereby.

3.2 Right to Alter, Modify or Amend Trust. At any time and from time to time during the lifetime of the Trustor, the Trustor may, by serving written notice on the Trustee, alter, modify, or amend the trust created by this Declaration of Trust in any respect. Amendments may be cancelled or amended in the same manner as provided in this Paragraph 3.2.

3.3 Right to Add Additional Assets to Trust. The Trustor reserves the right to add assets to the Trust Estate at any time, by Will or otherwise, which property shall be thereafter subject to the terms of this trust.

Section B

Upon Death of Trustor

3.4 Irrevocability of Trust. From and after the death of the Trustor, the trust may not be

amended or revoked by any person.

PART IV

DISTRIBUTION OF PRINCIPAL AND INCOME

Section A

During the Lifetime of Trustor

4.1 Distribution of Income and Principal. During the Trustor's lifetime, the Trustee shall distribute to, or use for the benefit of the Trustor, so much of the net income and principal of the Trust Estate, up to and including the whole thereof, as the Trustee deems necessary for the Trustor's proper health, support, maintenance, comfort and welfare, in accordance with the Trustor's accustomed standard of living. In addition, the Trustee shall distribute to the Trustor or to any person or persons designated by the Trustor, such amounts of the income and principal of the Trust Estate, up to and including the whole thereof, as the Trustor in writing may direct from time to time.

Section B

Upon Death of a Trustor

4.2 Payment of Debts, Taxes and Expenses. Upon the death of Trustor, the Trustee shall pay out of the Trust Estate the debts of the Trustor, the estate and inheritance taxes, including interest and penalties arising because of the Trustor's death; the last illness and funeral expenses of the Trustor; attorneys' fees; and other costs incurred in administering the Trustor's probate estate. Any payments for estate or inheritance taxes shall be charged to and paid from the trust without apportionment or charge against any beneficiary of the Trust Estate or transferee of property passing outside of the Trust Estate.

4.3 Distribution of Trust Estate. After payment of the above debts, taxes and expenses, the balance of the Trust Estate shall be held, managed and distributed as follows:

(a) **Distribution of Personal Property:** The Trustee shall distribute to the Trustor's children, or to the survivors of them, all of the Trustor's interest in any jewelry, clothing, household furniture and furnishings, personal automobiles and all other tangible articles of a personal nature owned by the Trustor at the time of the Trustor's death, together with the Trustor's interest in any insurance on such property, in equal shares as such children shall agree, or as the Trustee shall determine if such children fail to agree. If all of the children of the Trustor fail to survive the Trustor, then this disposition shall fail, and the aforesaid property shall instead be added to and disposed of as a part of the residue of the Trustor's Estate.

(b) **Distribution of Residue:** The Trustee shall divide the residue of the Trustor's Estate into as many shares as may be required to provide an equal share for each then living child of the Trustor and for each deceased child of the Trustor who shall have one or more issue then living. Each separate share provided for a living child of the Trustor shall be held, administered and distributed as provided in Part I hereunder. Each share provided for the living issue of a deceased child of the Trustor shall be held, administered and distributed as provided in Part II hereunder.

PART I

TRUST FOR BENEFIT OF A LIVING CHILD

Each share provided for a living child of the Trustor shall be held as a separate trust for the benefit of such child in accordance with the following terms and conditions:

(1) The Trustee shall distribute so much of the net income and/or principal of each trust provided for a living child of the Trustor to the child as shall be appropriate for his or her proper support, health, maintenance and education, taking into consideration any other funds known by the Trustee to be reasonably available for such purposes. Any income not so distributed shall be accumulated and added to principal.

(2) Upon the child's attaining or having attained the age of twenty-one (21) years, the Trustee shall thereafter distribute all of the net income of the trust to the child in quarterly or other convenient installments. The Trustee shall also distribute principal of the trust to the child for the purposes and based upon the standard outlined in paragraph (1) immediately above.

(3) Upon the child's attaining or having attained the age of twenty-five (25) years, one-fourth

(1/4) of the then remaining balance of the trust shall be distributed to the child.

(4) Upon the child's attaining or having attained the age of thirty (30) years, one-third (1/3) of the then remaining balance of the trust shall be distributed to the child.

(5) Upon the child's attaining or having attained the age of thirty-five (35) years, all of the then remaining balance of the trust shall be distributed to the child and the trust shall thereupon terminate.

(6) Notwithstanding anything to the contrary set forth above, the Trustee shall distribute all of the then remaining balance of that certain mutual fund named Growth Fund of America, Class A- Account # 05651-74408 (or the proceeds thereof, if said mutual fund was or has been previously liquidated, and/or reinvested elsewhere), to the Trustor's daughter, Rebecca B. McLain, upon her attaining the age of nineteen (19) years, outright and free of trust.

(7) Upon the death of the child prior to his or her having attained the age of thirty-five (35) years, the Trustee shall retain the then trust principal, in trust, for the benefit of the child's then living issue, on the same terms and conditions as provided in Part II immediately below as if the Trustor had died at that time and the child had not survived him/her, or, if the deceased child had no issue, then the trust principal shall be distributed to the Trustor's then living issue, based upon the principle of representation, provided, however, that the property distributable to any of the Trustor's issue for whom a trust has been provided hereunder and is then being administered by the Trustee shall instead be added to that share and shall thereafter be administered and distributed according to its terms.

PART II

TRUST FOR ISSUE OF A DECEASED CHILD

Each share provided for the living issue of a deceased child of the Trustor shall be further divided into as many shares as may be required to provide an equal share for each then living grandchild of the Trustor (who is a child of such deceased child) and for each deceased grandchild of the Trustor (who was a child of such deceased child) who shall have one or more issue then living. Each share provided for the issue of a deceased grandchild of the Trustor shall be distributed to such issue, based upon the principle of representation. Each share provided for a living grandchild of the Trustor shall be held as a separate trust for

the benefit of such grandchild in accordance with the following terms and conditions:

(1) The Trustee shall distribute so much of the net income and/or principal of each share provided for a grandchild of the Trustor to the grandchild as shall be appropriate for his or her proper support, health, maintenance and education, taking into consideration any other funds known by the Trustee to be reasonably available to the grandchild for such purposes. Any income not so distributed shall be accumulated and added to principal.

(2) Upon the grandchild's attaining or having attained the age of twenty-one (21) years, the Trustee shall distribute the then remaining balance of the trust to the grandchild and the trust shall then terminate.

(3) Upon the death of the grandchild prior to his or her having attained the age of twenty-one (21) years, the then remaining balance of the trust, including both principal and any accrued or undistributed income, shall be distributed to such one or more persons or entities, including the grandchild's estate, and on such terms and conditions, either outright or in trust, as the grandchild shall appoint by a Will specifically referring to and exercising this general testamentary power of appointment. To the extent that the grandchild fails to exercise such power of appointment, the undistributed income and principal of the trust, upon the grandchild's death, shall be distributed to his or her then living issue, based upon the principle of representation, or, if none, to such grandchild's brothers and sisters in equal shares (or their respective issue, based upon the principle of representation, if any of said brothers and sisters are also deceased), or if no such brothers and sisters or issue of deceased brothers and sisters are then living, to such of the Trustor's issue as shall be then living, based upon the principle of representation, provided, however, that the property distributable to any of the Trustor's issue for whom a trust has been established hereunder and is then being administered by the Trustee shall instead be added to that trust and shall thereafter be administered and distributed according to its terms.

4.4 Termination Upon Death of The Trustor and Issue. If at any time before full distribution of the Trust Estate of any trust established hereunder the Trustor and all of his or her issue are deceased and no other disposition of the property is directed by this Declaration of Trust, the residue of each such trust shall hereupon be distributed to those persons who would then be the Trustor's heirs, their identities and

respective shares to be determined according to the laws of the State of California in effect at the date of the execution of this Declaration of Trust relating to succession of separate property not acquired from a parent, grandparent, or predeceased spouse.

4.5 Maximum Duration of Trusts. Unless sooner terminated in accordance with other provisions of this instrument, each trust created hereunder shall terminate twenty-one (21) years after the death of the last to die of the issue of the Trustor who are living at the date of death of the Trustor. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made, based upon the principle of representation, to such of the issue of the Trustor as are then entitled or authorized in the Trustee's discretion to receive income payments, or, if there are no such issue of Trustor, in equal shares to those beneficiaries who are then entitled to or authorized to receive income payments.

4.6 Distribution to Minors. Except as otherwise provided, any distribution required to be made upon the termination of any trust established hereunder to any person who has not attained the age of eighteen (18) years shall be made to a parent of such minor, or to the person or persons who have custody of such minor as Custodian for said minor pursuant to the provisions of the California Uniform Transfers to Minors Act, to be held for the benefit of said minor until he or she attain the attains the age of twenty-five (25) years.

PART V

GENERAL PROVISIONS AND POWERS OF THE TRUSTEES

5.1 Administrative Powers of Trustees. To carry out the purposes of any trust established hereunder and subject to any specific limitations expressed herein, the Initial Trustee and any successor Trustee shall have the following powers in addition to all other powers now or hereafter conferred by law, all of which shall be exercised in a fiduciary capacity:

(a) All of the powers enumerated in Sections 16200-16249 of the California Probate Code, as they exist on the date of this Declaration of Trust, which powers, except to the extent such powers are inconsistent with those granted in this PART V, are incorporated herein by reference.

(b) To do all acts, take all procedures, and exercise all rights and privileges in the management of the Trust Estate, as if the absolute owner thereof.

(c) To continue to hold any property and to operate at the risk of the trust, and at no personal risk, any property or business received in the trust, as long as the Trustee may deem advisable.

(d) To invest and reinvest in every kind of property, real, personal or mixed, that persons of prudence, discretion and intelligence acquire for their own account.

(e) To manage, control, sell, convey, exchange, partition, divide, subdivide, improve, and repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust for any purpose, including exploration for and removal of gas, oil and other minerals; and to create restrictions, easements and other servitudes.

(f) To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the Trust Estate and the Trustee against any hazard.

(g) To grant options and right of first refusal involving the disposition or lease of any trust asset, and to acquire and exercise options and rights of first refusal for the acquisition or lease of any prospective trust asset.

(h) To give warrantics and indemnifications in connection with any transaction entered into by the Trustee.

(i) To have, with respect to securities, all the rights, powers, and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies, pay calls, assessments and other sums deemed by the Trustee necessary for the protection of the trust; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, sales and leads, and in connection therewith to deposit securities with, and transfer title to, any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription and conversion rights; to open and maintain accounts with securities brokers and dealers, including, but not limited to, cash, margin

and option accounts; and to buy, sell and otherwise deal in securities, including short transactions, transactions in put and call options, notes, commercial paper and other similar evidences of debt and any tax shelter vehicles; subject to any limitations imposed elsewhere in this Declaration of Trust relative to trust investments.

(j) To hold securities or other trust assets in the Trustee's name as Trustee under this trust, or in the Trustee's own name, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery, but the Trustee shall be liable for any act of the nominee in connection with the security or assets so held.

(k) To open and maintain every kind of account, including money market accounts, with any bank, savings and loan association, stock brokerage firm, or other financial institution, and to authorize any person or persons to withdraw or disburse money from any trust account for any trust purpose, the Trustee being responsible for the acts of such persons affecting such accounts.

(l) Any Trustee then serving shall have the power to execute any deed or other conveyance, to sign checks withdrawing or disbursing funds of the Trust Estate, to endorse for transfer or deposit any check or draft received by the Trustee as a part of the Trust Estate, to execute, in the name of the Trustor or otherwise, any stock power, and to endorse, in the same manner for the purpose of transfer, any security delivered to or held by the Trustee as part of the Trust Estate. Any such act by a Trustee shall be binding upon the Trust Estate and all beneficiaries hereunder, it being the Trustor's intent, by this paragraph, to facilitate the handling of the Trust Estate in the event of the absence or inability to act of a then serving Trustee.

(m) To lend money to any person or entity, including any estate or trust of which the Trustee may be a fiduciary, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

(n) To borrow money for any trust purpose from any person or entity, including an estate or trust of which the Trustee may be a fiduciary, and to encumber or hypothecate trust assets by mortgage, deed of trust, pledge, or otherwise, to secure the indebtedness of the trust or the joint indebtedness of the trust and a co-owner of the trust property.

(o) To sell or purchase property at its fair market value from the probate estate of the Trustor, subject to any limitation imposed elsewhere in this instrument relative to trust investments.

(p) To loan or advance the Trustee's own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust; to acquire assets of the trust at their fair market value; and to sell property to the trust at a price equivalent to its fair market value.

(q) To abandon any property or interest in property belonging to the trust when, in the Trustee's discretion, such abandonment is in the best interest of the trust and its beneficiaries.

(r) To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the Trust Estate as the Trustee deems advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust. The Trustee's powers under this PART V shall apply during the term of the trust and after distribution of trust assets, provided, however, that the Trustee shall have no obligations or duties with respect to any litigation or claims occurring after distribution of trust assets unless the Trustee is adequately indemnified by the distributees for any loss or expense in connection with such matters.

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

(t) To delegate, subject to revocation, the authorities, discretions and powers, or any of them, conferred upon the Trustee to any person or persons, corporation or corporations, including the investment functions, such delegations and revocations to be evidenced by an instrument in writing.

(u) To employ such agents and employees as the Trustee deems necessary or advisable, including, but not by way of limitation, accountants, attorneys, investment counselors and custodians of trust property, whether or not associated with the Trustee. Reasonable compensation for all services performed by these agents shall be paid from the Trust Estate and shall not decrease the compensation to which the Trustee

is entitled. The Trustee may rely on the recommendation of such employees or agents without independent investigation. Notwithstanding the foregoing, any corporate Trustee that may serve hereunder shall not delegate duties to others which it should reasonably perform itself.

(v) To partition, allot, and distribute the Trust Estate, on any division or partial or final distribution of the Trust Estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations reasonably determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution of the Trust Estate. The Trustee shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated. Rather, the Trustee may, in the Trustee's discretion, make a non-pro rata division between trusts or shares and non-pro rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value.

(w) Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenditures between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this instrument or in the California Revised Uniform Principal and Income Act shall be determined by the Trustee in the Trustee's discretion, provided, however, that the determinations and allocations shall be reasonable and equitable to both income beneficiaries and remaindermen.

(x) To purchase at less than par obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of either Trustor in such amounts as the Trustee deems advisable. The Trustee may exercise the Trustee's discretion and purchase such obligations if the Trustee has reason to believe that Trustor is in substantial danger of death and may borrow funds and give security for that purpose.

(y) In exercising the foregoing powers, all Trustees shall act in a manner which is reasonable and equitable in view of the interests of income beneficiaries and remaindermen and in the manner in which men of ordinary prudence, diligence, discretion and judgment would act in the management of their own affairs.

5.2 Indemnity Against Self Dealing. The Initial Trustee (and any individual successor Trustee specifically designated in this Declaration of Trust) may exercise all rights and powers accorded by law and by this Declaration of Trust with respect to any and all property which now constitutes, or which may constitute, a part of any trust created pursuant to the terms of this Declaration of Trust, notwithstanding any interest which such Trustees may have therein, either as individuals or as fiduciaries of any other estate or trust. The Trustor's selection of Trustees was made with full knowledge that such interests may exist, and it is the intent of the Trustor that Trustees, as individuals or as fiduciaries, may deal with themselves as Trustees hereunder, as if they were strangers hereto, irrespective of any actual or claimed conflict of interest.

5.3 Interest of Beneficiaries Not Subject to Assignment or to Claims of Creditors. Except as provided herein, no beneficiary shall have the power to sell, transfer, assign, pledge, mortgage or alienate any part of the beneficiary's interest in the principal or income of the Trust Estate in any manner whatsoever. The interest of each beneficiary shall not be subject to the claims of the beneficiary's creditors or subject to attachment, execution, bankruptcy proceedings or any other legal process. This provision shall not prevent a beneficiary, however, from renouncing, at any time, his or her right to principal or income, or both hereunder, in whole or in part, and any such renunciation shall accelerate the succeeding interest as if such beneficiary had died on the date of his or her renunciation.

5.4 Alternative Methods of Payment. All Trustees serving hereunder may make any payment of income or principal required hereunder in one or more of the following ways:

(a) By payment directly to the beneficiary or by deposit in any bank designated by the beneficiary even if the beneficiary is under a disability, without the intervention of a guardian or conservator.

(b) By payment to the legally appointed guardian or conservator of the beneficiary's person or estate or by payment for the benefit of the beneficiary to any person with whom the beneficiary resides or to any person who has custody of the beneficiary, without any duty to supervise or inquire into the application of any funds so paid.

(c) By making expenditures for the benefit of the beneficiary.

5.5 Notice to Trustee. Until the then serving Trustee receives written notice of any event on which the right to payment or distribution may depend, the Trustee shall incur no liability to persons whose

interests may have been affected by that event for payments or distributions made, or not made, in good faith.

5.6 Disposition of Undistributed Income at Termination of Interest. Except as otherwise provided herein, on the termination of any trust interest, any undistributed income shall be held or distributed in the same manner as if it had been received after the termination of the trust interest.

5.7 Each Trust a Separate Trust; Manage as Unit. Any trust created under this Declaration of Trust shall be treated as a separate trust. The Trustee, however, may maintain and administer the assets of the trusts as a unit until such time as the Trustee is required to make distribution. In such event, separate accounts shall be kept for each trust.

5.8 Interpretation of This Instrument. As used in this instrument and to the extent appropriate, the masculine, feminine and neuter gender shall each include the other two genders and the singular shall include the plural and the plural shall include the singular.

5.9 No-Contest Clause. In the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this trust, or contest the Trustor's Will, or shall seek to obtain an adjudication in any proceeding, in any court, that this trust or any of its provisions, or that such Will or any of its provisions, are void, or seek otherwise to void, nullify, or set aside this trust or any of its provisions, then the right of that person to take any interest under this Declaration of Trust shall be determined as if that person had predeceased the execution of this Declaration of Trust. Any then serving Trustee is hereby authorized to defend, at the expense of the Trust Estate, any contest or other attack of any nature on this trust or any of its provisions.

5.10 Delay in Allocation of Assets for Federal Estate Tax Purposes. In order to assure availability of the alternate valuation date for federal estate tax purposes, the then serving Trustee may delay the actual allocation of assets among the various beneficiaries thereof, although the interests of the trust beneficiaries shall vest as of the date of Trustor's death. Notwithstanding any such delay, the Trustee may, pending such allocation, distribute income to those persons entitled thereto.

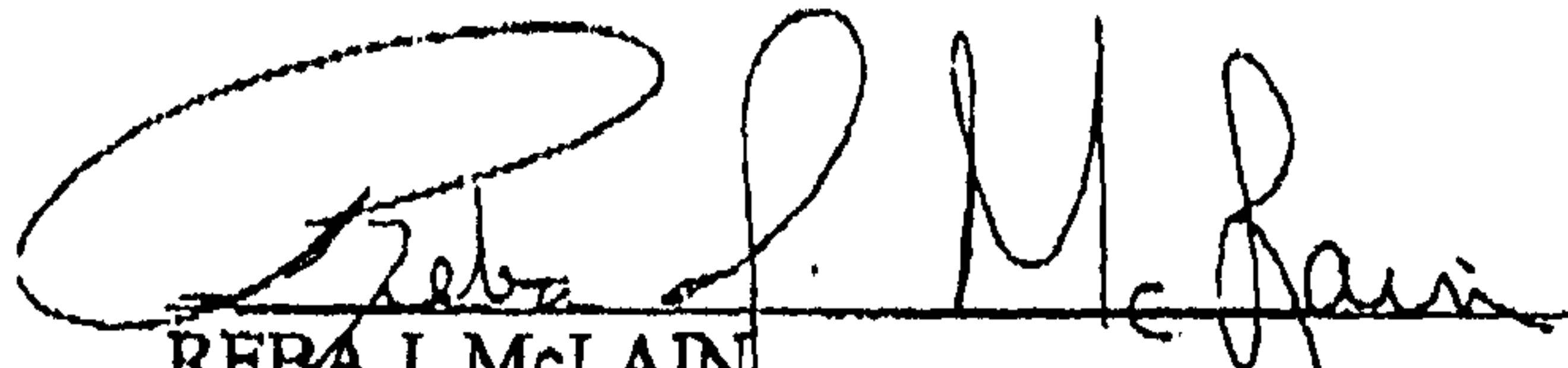
5.11 Additional Property. Any person may, by Will or otherwise, at any time add property to the Trust Estate of any trust established under this Declaration of Trust, which property shall thereupon be subject to all the terms hereof.

DECLARATION OF TRUSTOR

I, the undersigned, as Trustor, certify that I have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustee. I approve the Declaration of Trust in all particulars and request the Trustee to execute it.

Executed this 22nd day of May, 2001, at Santa Ana, California.

TRUSTOR:


REBA J. McLAIN

5.12 Severability. If any provision of this Declaration of Trust is unenforceable, the remaining provisions shall nevertheless be carried into effect.

5.13 Domicile. The domicile of each of the trusts created hereunder shall be the State of California unless and until the domicile thereof shall be changed as hereafter provided. The Trustees shall have the right from time to time to change the domicile of any or all of the trusts created under this Declaration of Trust to any other state, territory or possession of the United States of America, or to any foreign country, or province or other subdivision thereof.

5.14 Applicable Law. The law of the jurisdiction in which the domicile of any trust is then located shall govern all matters in the administration of the respective trusts. No change of domiciles, however, shall affect the creation or validity of any of said trusts and the dispositive provisions of any question concerning the exercise, validity or interpretation of the trusts shall be governed by the law of the State of California.

5.15 Designation of Trust. For convenience, the trust created herein may be referred to as THE REBA J. McLAIN FAMILY TRUST.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of trust on this 22nd day of May, 2001.

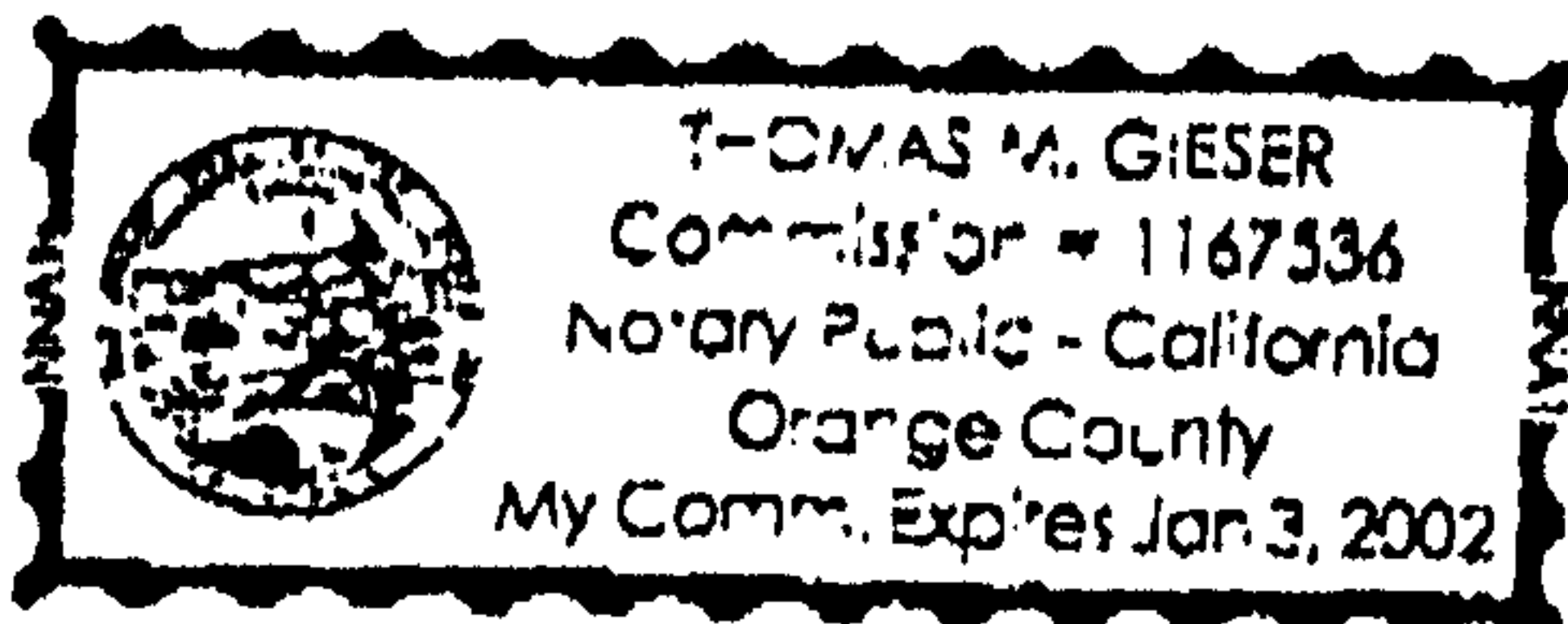
TRUSTEE:

REBA J. McLAIN

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On the 22nd day of May, 2001, before me, THOMAS M. GIESER, Notary Public, personally appeared Edna M. McHale, personally known to me or 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Thomas M. Gieser
Notary Public in and for said State