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THE JOHN J. PRICE, JR. 1997 REVOCABLE TRUST

BK 91 PG 462

ARTICLE ONE

JOHN J. PRICE, JR. (called the settlor or the trustee, depending on the context) declares that he has set aside and holds in trust the property described in Schedule A, attached to this instrument.

ARTICLE TWO

All property subject to this instrument from time to time including the property listed in Schedule A is referred to as the trust estate and shall be held, administered, and distributed according to this instrument.

ARTICLE THREE

A. The trustee shall pay to or apply for the benefit of the settlor as much of the trust estate as the settlor demands, in convenient installments at least annually, and shall accumulate and add to principal any undistributed net income.

B. If the trustee considers the net income to be insufficient, the trustee shall pay to or apply for the benefit of the settlor as much of the principal of the trust estate, up to and including the whole of this trust, as the trustee considers necessary for the settlor's health, education, support, maintenance, comfort, welfare or happiness, to maintain at a minimum the settlor's accustomed manner of living, without taking into consideration income and resources available to the settlor held free of this trust.

ARTICLE FOUR

If at any time, as certified in writing by two licensed physicians, not related by blood or marriage to the settlor or any beneficiary of this trust, the settlor has become physically or mentally incapacitated, the trustee shall apply for the settlor's benefit as much of the net income and principal of the trust estate as is necessary, in the trustee's discretion, to provide for the settlor's health, education, support, maintenance, comfort, welfare, or happiness.

The trustee shall so act whether or not a court of competent jurisdiction has declared the settlor incompetent or has appointed a conservator. If a conservator has been appointed for the settlor, however, the trustee shall take into account any payments made for the settlor's benefit by the conservator.

This power of the trustee shall remain in effect until as certified in writing by two licensed physicians, not related by blood or marriage to the settlor or any beneficiary of this trust, the incapacity is removed and the settlor is again able to manage the settlor's own affairs.

ARTICLE FIVE

A. Except as otherwise specifically provided in this instrument (or in the settlor's will directing that the property passing under the will be applied to the satisfaction of a tax), all estate and other inheritance taxes, including interest and penalties, imposed on or by reason of the inclusion of any portion of the trust estate in the gross taxable estate of the settlor may be paid by the trustee and charged to, prorated among, or recovered from the trust estate of the persons entitled to the benefits under these trusts as provided in Division 10 of the California Probate Code and applicable provisions of the Internal Revenue Code. The trust estate includes property subject to probate administration that is directed to be added to the trust estate by reason of the settlor's death.

B. After the settlor's death, the trustee shall pay out of the trust estate the settlor's last-illness and funeral expenses, debts, and the expenses of administration of the settlor's probate estate.

C. After the settlor's death, the trustee shall sell settlor's residence and divide the net proceeds of sale equally among the settlor's children, LEE HUNTER PRICE and TAMARAH VERA WILLIS and the settlor's wife's children, KEVIN M. O'DAY and KAREN S. BROWN, or to their issue by right of representation if any of those named predecease the settlor.

D. After the settlor's death, the trustee shall distribute the balance of the trust estate, in equal shares, one for each then-living child of the settlor. If TAMARAH VERA WILLIS should predecease the settlor, the share that would have been given to her had she lived shall be given to her daughter, AILEEN MARIE PRERA.

ARTICLE SIX

A. The settlor may revoke this instrument in whole or in part at any time. The revocation must be in writing and be either personally delivered or mailed by certified mail to the trustee. Promptly on receipt of the revocation notice, the trustee shall deliver the revoked portion of the trust assets to the settlor or to an individual designated in the notice.

B. The settlor may at any time amend any terms of this trust by written instrument signed by the settlor and personally delivered or sent by certified mail to the trustee. No amendment substantially increasing the trustee's duties or liabilities or changing the trustee's compensation shall be valid without the trustee's written consent. The trustee shall not be obligated to act under any amendment unless the trustee accepts it. If the trustee is removed for refusal to accept an amendment, the settlor shall pay to the trustee any fees due and shall indemnify the trustee against all liabilities that the trustee has incurred in administering the trust.

ARTICLE SEVEN

Probate Code sections 17200-17210 or any successor or substitute provisions of those

sections authorizing optional probate court jurisdiction over revocable trusts apply to all trusts created under the terms of this instrument.

ARTICLE EIGHT

To carry out the purposes of this trust or any trust under this instrument, subject to any limitations stated elsewhere in this trust, the trustee is vested, without necessity of application to any court, with the powers listed below as well as any powers conferred by law. The enumeration of certain powers in this trust shall not limit the trustee's powers. The trustee shall have all the rights, powers, and privileges that an absolute owner of the same property would have, subject to the trustee's fiduciary obligations and to any limitations stated elsewhere in this trust.

A. The trustee may, in the trustee's discretion, invest and reinvest trust funds in every kind of property (real, personal, or mixed) and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; life insurance policies; notes, real estate, bonds, debentures, mortgages, deeds of trust, and mortgage participations that, under the then-prevailing circumstances (specifically including, but not limited to, the general economic conditions and the anticipated needs of the trust and its beneficiaries), persons of skill, prudence, and diligence, acting with care in a similar capacity and familiar with those matters, would use in the conduct of an enterprise of similar character and with similar aims, to attain the settlor's goals under this trust. The trustee shall consider individual investments as part of an overall investment strategy.

The trustee shall also have the power to invest in market funds and index funds; to establish and maintain margin accounts; and to buy or sell options, puts, and calls.

B. The trustee may, in the trustee's discretion, continue to hold any property and to operate at the risk of the trust estate any business that the trustee receives or acquires for as long as the trustee considers advisable.

C. The trustee may, in the trustee's discretion, retain, purchase, or otherwise acquire unproductive or underproductive property.

D. The trustee shall have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to:

(1) Vote, give proxies, and pay assessments;

(2) Participate in voting trusts and pooling agreements and enter into shareholders' agreements, including, but not limited to, buy-sell agreements and close corporation and S corporation shareholders' agreements;

(3) Consent to foreclosures, reorganizations, consolidations, mergers, and liquidations;

(4) Deposit securities with and transfer title to any protective or other committee on any terms that the trustee, in the trustee's discretion, considers advisable; and

(5) Exercise or sell stock subscription or conversion rights.

E. The trustee may, in the trustee's discretion, hold stocks and other securities in the trustee's name as trustee under this trust, in a nominee's name, or in the name of the broker who handled the asset purchase (commonly called "street name"). The trustee may also, in the trustee's discretion, hold unregistered securities in "bearer" form, which enables ownership of the shares to pass by delivery.

F. The trustee may, in the trustee's discretion, acquire or dispose of trust property (for cash or credit), at public or private sale or by exchange; manage, control, divide, develop, improve, exchange, partition, change the character of, repair, alter, or abandon trust property; encumber, mortgage, or pledge trust property for a term within or beyond the term of the trust in connection with the exercise of any power vested in the trustee; and grant options on trust property.

The powers granted in this clause parallel and summarize those conferred in the California Probate Code and are not intended to limit the powers now or hereafter conferred by law.

G. The trustee, in the trustee's discretion, may lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, minerals, and geothermal energy, and may enter into community oil leases, pooling, and unitization agreements.

H. The trustee may, in the trustee's discretion, lend money to the probate estate of the settlor, regardless of whether the executor of that estate and the trustee of this trust are the same person or entity.

I. The trustee may, in the trustee's discretion, purchase property at its fair market value from the probate estate of the settlor.

J. The trustee may, in the trustee's discretion, do the following:

(1) Lend or advance the trustee's own funds to the trust for any trust purpose, with interest at current rates;

(2) Receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust;

- (3) Purchase assets of the trust at their fair market value; and
- (4) Sell property to the trust at a price not in excess of its fair market value.

K. The trustee may, in the trustee's discretion, take any action and make any election to minimize the tax liabilities of (1) any trust created by this instrument and (2) the trust's beneficiaries. The trustee shall make adjustments between the income and principal accounts, to compensate for the consequences of any tax election or investment or administrative decision that has directly or indirectly benefited one beneficiary or group of beneficiaries over others.

L. The trustee may, in the trustee's discretion, borrow money and encumber trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust, the joint debts of the trust and a co-owner of the property in which the trust has an interest, or a settlor's debts or to guarantee a settlor's debts.

M. The trustee may, in the trustee's discretion, initiate or defend, at the expense of the trust, any litigation that the trustee considers advisable relating to the trust or any property of the trust estate. The trustee's powers under this paragraph shall apply during the term of the trust and after distribution of trust assets. The trustee shall have no duties, however, regarding any litigation or claims occurring after distribution of trust assets, unless the trustee is adequately indemnified by the distributees for any loss occasioned by exercise of the powers.

N. The trustee may compromise, submit to arbitration, abandon, or otherwise adjust any claims or litigation against or in favor of the trust, as long as the trustee determines, in the trustee's discretion, that such action will be beneficial to the trust.

The trustee's powers under this clause shall apply during the term of the trust and after distribution of trust assets. The trustee shall have no duties, however, regarding any claims or litigation occurring after distribution of trust assets, unless the trustee is adequately indemnified by the distributees for any loss occasioned by exercise of the powers.

O. The trustee may, in the trustee's discretion, carry, at the expense of the trust, insurance of the kinds and in the amounts that the trustee considers advisable to protect the trust estate against any hazard and the trustee personally against liability with respect to third persons.

P. The trustee may, in the trustee's discretion, inspect from time to time or monitor any property held as part of the trust estate in order to determine compliance with any law, regulation, or ordinance that may or does affect the property. This power specifically includes the power to inspect assets controlled by any business enterprise held by the trustee.

Q. When an event occurs on which the trustee is required to divide or distribute trust property, the trustee may delay the division or distribution of all or part of the property (without later payment of interest) for the period of time necessary to ascertain and provide for the payment of any tax, claim, or other liability, contingent or otherwise, against the property.

During this period, the trustee may pay the net income of the trust to the beneficiaries entitled to it, and any income not distributed shall, on resolution of any tax claim or other liability, be payable to the person entitled to it immediately after income is received by the trustee. The provisions of this paragraph shall not be deemed to postpone or defer the vesting of any interest created by the dispositive clauses of the trust.

R. In any case in which the trustee is required to separate any trust property into parts or shares, whether by division, partition, allotment, allocation, or distribution, or otherwise, the trustee is authorized to make such separation of the trust estate in undivided interests, in kind, or partly in money and partly in kind, either prorata or nonprorata, at reasonable values determined as of the date or dates of separation, and to sell property as the trustee considers advisable in order to effect such separation.

ARTICLE NINE

A. Unless this instrument specifically provides otherwise, the trustee shall determine principal and income of the trust estate and from time to time apportion and allocate receipts, expenses, and other charges between those accounts according to the provisions of the California Revised Uniform Principal and Income Act (RUIA; Probate Code sections 16300-16315). If this instrument or RUIA does not provide for allocation of an income or expense item, the trustee has reasonable discretion to determine the characterization.

B. Unless this instrument specifically provides otherwise, income accrued or held undistributed by the trustee at the termination of any trust or any interest in a trust created under this instrument shall go to the next beneficiaries of that interest or trust in proportion to their interests.

C. The trustee shall prorate all taxes and current expenses among successive beneficiaries on a daily basis over the period to which these expenses relate.

D. When property will be held as part of a separate trust, share, or part created under this trust instrument, the trustee shall not be required to segregate physically or divide any such property unless the segregation or division may be required by the termination of the trust. The trustee shall, however, be required to keep separate accounts for the separate undivided interests. The trustee may, in the trustee's discretion, divide any trust created under this instrument into two or more separate trusts that have the same terms.

E. The trustee may, in the trustee's discretion, administer the assets of any trust created under this trust instrument with the assets of any other trust or trusts otherwise created, without physically segregating the assets of the various trusts (except on termination of any of the trusts), as long as:

(1) The trustee determines that administration as a single trust will be consistent with the intent of the person who established the trusts, including the intent with respect to the tax

consequences of the trusts, and will facilitate trust administration without defeating or impairing beneficial interests; and

- (2) The terms of the various trusts are substantially identical.

The trustee shall keep separate accounts for the separate undivided interests.

ARTICLE TEN

A. Other property acceptable to the trustee may be added to this trust by any person, by the will(s) or codicil(s) of the settlor, by the proceeds of any life insurance, or otherwise.

B. Unless the trustee has received actual written notice of the occurrence of an event affecting the beneficial interests of this trust, the trustee shall not be liable to any beneficiary of this trust for proceeding as though the event had not occurred.

This clause shall not exculpate the trustee from liability arising from nonpayment of death taxes or generation-skipping transfer taxes that may be payable by the trust on the occurrence of an event affecting the beneficial interests of this trust.

C. Unless terminated earlier in accordance with other clauses of this instrument, all trusts created under this instrument shall terminate twenty-one (21) years after the death of the last survivor of the settlor's children living on the date of the death of the settlor. The principal and undistributed income of a terminated trust shall be distributed to the income beneficiaries of that trust in the same proportion as the beneficiaries are entitled to receive income when the trust terminates. If at the time of termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to the persons who are then entitled or authorized, in the trustee's discretion, to receive distributions from the trust.

D. No interest in the income or principal of any trust created under this instrument shall be voluntarily or involuntarily anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.

E. The internal laws (and not the law of conflicts) of the State of California in force from time to time shall govern the validity, construction, interpretation, and administration of any trust created under this instrument, except that all matters relating to real property shall be governed by the laws of the situs of that real property, including that state's conflict-of-law principles.

F. In all matters of interpretation necessary to give effect to any clause of this instrument, the following rules shall apply:

- (1) The masculine includes the feminine and neuter, the feminine includes the

masculine and neuter, the neuter includes the masculine and feminine, the singular includes the plural, and the plural includes the singular.

(2) The headings, titles, and subtitles are inserted solely for convenient reference and shall be ignored in any construction of the instrument.

(3) Reference to a clause contained in a specific article or paragraph shall be to that article or paragraph of this instrument.

(4) Except as otherwise specified, all references to specific statutes, codes, or regulations shall be to those provisions as amended from time to time and to the corresponding provisions of any subsequent legislation or regulation.

(5) All references to trustee and any other fiduciary shall be to the individual serving from time to time in that capacity under this instrument.

(6) All references in this instrument to the word "shall" indicate a mandatory direction. All references to the word "may" indicate a permissive, but not mandatory, grant of authority.

(7) Distribution of property to or division of property among the issue of a person by "right of representation" means to divide the property into as many equal shares as there are living children of that person and deceased children of that person who leave then-living issue. Each living child of that person shall be allocated one share, and the share of each deceased child who leaves then-living issue shall be allocated in the same manner.

G. The following definitions apply when the following terms are used in this instrument:

(1) Whenever provision is made to pay for the education of a beneficiary, the term "education" shall include tuition for vocational school, college, and postgraduate study at an institution of the beneficiary's choice. Payments for "education" shall also include expenses for books, supplies, and tutors. In determining payments to be made to the beneficiary for education, the trustee shall consider the beneficiary's reasonable related living and traveling expenses.

(2) The term "issue" refers to lineal descendants of all degrees, and the terms "child," "children," and "issue" do not include stepchildren, foster children and/or adopted children.

(3) The term "independent person" refers to anyone other than the beneficiary, the spouse of the beneficiary, anyone appointed by the beneficiary or spouse, or anyone appointed by the appointee.

(4) The term "Internal Revenue Code" shall refer to the Internal Revenue Code of

1986, as amended from time to time, and to the corresponding provisions of any subsequent federal tax law.

(5) The term "charitable organization" shall mean any organization or trust described in Internal Revenue Code sections 2055(a) and 2522(a) at the time any distributions shall be made to the organization or trust under this instrument.

H. A contestant shall be considered to have predeceased the settlor without surviving issue and not to be in existence at the time of the settlor's death. For purposes of this instrument, "contestant" means any person other than the settlor who, directly or indirectly, voluntarily participates in any proceeding or action in which such person seeks to void, nullify, or set aside (1) any provision of this instrument; (2) any provision of the settlor's will that gives property to the trustee of any trust under this instrument; or (3) any amendment of this instrument or codicil of the settlor's will.

The trustee is 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 or amendments.

I. Unless the trust instrument provides otherwise, if any person named or described in the trust fails to survive any event by 30 days, that person shall be considered to have predeceased that event.

J. Any beneficiary shall have the right to disclaim all or any part of any interest in property to which he or she may be entitled under this instrument. Except as otherwise provided in this instrument, any interest so disclaimed shall be distributed as if the beneficiary had predeceased the settlor. No other interest of the beneficiary shall be affected by the disclaimer, unless that interest also shall be disclaimed.

K. Except as otherwise specifically provided in this instrument, all provisions of this instrument regarding distribution of any trust shall be subject to the exercise of any power of appointment over the trust given under this instrument.

If, on the expiration of six months after the death of any person holding a power of appointment given him or her in this instrument, no instrument purporting to exercise that power has been brought to the attention of the trustee, any property may be distributed according to the terms of this instrument as if the power had not been exercised. If a document purporting to exercise the power shall be located later, the trustee shall not be liable to the appointees under the exercise, and the rights of the appointees and the persons receiving property from the trustee shall be governed by applicable law.

Any power of appointment given in this instrument may be exercised by the beneficiary of the power even if (1) the assets constituting the trust over which the power is exercised have not been received by the trustee on the date of the death of the beneficiary and (2) the beneficiary is a minor.

L. Except as otherwise specifically directed in this instrument, if the trustee is directed to make payments to or distribute trust property to a minor, a person under any other legal disability, or a person not adjudicated to have limited legal capacity but who, by reason of illness or mental or physical disability, is in the trustee's judgment unable to manage the distributed property properly, the trustee may, in the trustee's discretion, make the payment or distribution to:

- (1) The beneficiary directly.
- (2) A legally appointed guardian or conservator of the beneficiary's person or estate.
- (3) A custodian for the minor beneficiary under any applicable Uniform Transfers or Gifts to Minors Act to hold for the beneficiary until age twenty-five (25). If no custodian exists for receipt of property under any applicable Uniform Transfers or Gifts to Minors Act, the trustee may designate a custodian to receive the property.
- (4) A third party for the benefit of the beneficiary; or
- (5) An adult relative or friend in reimbursement for amounts properly advanced for the beneficiary's benefit.

No distribution under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of the beneficiary's parents to support him or her in accordance with the laws of the state of the parents' domicile from time to time, unless a court of competent jurisdiction determines that this distribution is necessary for the minor's support, health, or education.

ARTICLE ELEVEN

A. If the settlor is unable or unwilling to serve in the office of trustee, the persons listed below shall serve as successor trustees in the order named:

First: LEE HUNTER PRICE

Second: TAMARAH VERA WILLIS

B. Any acting trustee shall have the power to designate one or more individuals or corporate fiduciaries to serve concurrently or serially to succeed the trustee on his or her inability or unwillingness to act. Any designation and revocation of that designation shall be made in a written instrument signed by the trustee while acting as trustee. A designation of a successor trustee by an acting trustee shall supersede any designation of a successor trustee by the settlor elsewhere in this instrument.

Any trustee may resign at any time. The resigning trustee must give written notice of

the resignation by personal delivery or registered mail to all income beneficiaries. The resignation becomes effective on the acceptance of office by a designated successor trustee.

C. No bond shall be required of any person named in this instrument as trustee, or of any person appointed as the trustee in the manner specified in this instrument, for the faithful performance of his or her duties as trustee.

No trustee named in this instrument or designated as authorized in this instrument who is an independent person shall be liable to any beneficiary or to any heir of either settlor for the trustee's acts or failure to act, except for willful misconduct or gross negligence.

No trustee shall be liable or responsible for any act, omission, or default of any other trustee.

D. All rights, powers, duties, and discretions conferred on the original trustee shall vest in all successor trustees. No successor trustee or co-trustee shall be responsible or liable for the acts or omissions of any prior trustee or co-trustee, nor shall any successor trustee or co-trustee have a duty to audit or investigate the administration or accounts of any prior trustee or co-trustee unless an audit or investigation is requested in writing by an adult beneficiary.

ARTICLE TWELVE

Despite any provision of California Probate Code section 16062 to the contrary, the trustee is not required to render accounts or reports of the administration of the trust as long as:

- (1) During the settlor's lifetime, the trustee (if other than the settlor) renders an account or a report to the settlor no less frequently than annually;
- (2) The trustee, if other than a settlor, renders an account or a report on the request of any successor trustee or any beneficiary, but not more frequently than once every six months, whether that beneficiary has a present or future interest, vested or contingent; and
- (3) The trustee may render accounts or reports on the trustee's own initiative.

The form, content, and manner of delivery of an account or a report shall be in accordance with the provisions of California Probate Code sections 16060-16064.

ARTICLE THIRTEEN

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

ARTICLE FOURTEEN

If any provision of this instrument is unenforceable, the remaining provisions shall remain in full effect.

ARTICLE FIFTEEN

The trusts created in this instrument may be referred to collectively as THE JOHN J. PRICE, JR. 1997 REVOCABLE TRUST, and each separate trust created in this instrument may be referred to by adding the name of the beneficiary.

Executed at Napa, California, on September 3, 1997.



JOHN J. PRICE, JR.
TRUSTEE

I 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 that the trustee execute it.

Date: September 3, 1997



JOHN J. PRICE, JR.
SETTLOR

ACKNOWLEDGMENT

State of California
County of Napa

On September 3, 1997, before me, Marie A. Schutz, personally appeared JOHN J. PRICE, JR., 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Marie A. Schutz
NOTARY PUBLIC