

DECLARATION OF TRUST

We, **JAMES JONES** and **MARY JONES**, hereby declare that all assets of every kind and description and wheresoever situated which we jointly or individually presently own (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, all real property, investments, bank accounts, etc.), other than any Individual Retirement Accounts or other type of plan which is tax deferred under the Internal Revenue Code of 1986, are transferred to and the same shall be owned by:

THE JONES LIVING TRUST,

being a revocable living trust, which exists under a certain trust agreement created by us concurrently herewith.

The foregoing declaration and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in our respective individual names, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed. This declaration may be terminated by either of us by written notice to the Trustee of the above-mentioned trust.

Executed on _____, 2008, in Riverside County, California.

JAMES JONES

MARY JONES

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On _____, 2008, before me, _____, a Notary Public, personally appeared **JAMES JONES** and **MARY JONES**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

[SEAL]

Signature of Notary Public

CERTIFICATE OF TRUST

TO: ALL FINANCIAL INSTITUTIONS, MUTUAL FUND ADMINISTRATORS, TITLE INSURERS, TRANSFER AGENTS, AND OTHER PERSONS AND INSTITUTIONS

The undersigned desire to confirm the establishment of a revocable living trust named THE JONES LIVING TRUST (hereinafter referred to as the "Trust"). The following provisions are found in said Trust and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with the original co-Trustees or their successors.

CREATION OF TRUST

The Trust was created concurrently herewith by a Trust Agreement executed by the undersigned as Settlers and co-Trustees, for the benefit of the undersigned during their joint lifetimes, thereafter for the lifetime benefit of the survivor, and ultimately for the benefit of other successor beneficiaries in interest.

NAME OF TRUST

The name of the Trust is THE JONES LIVING TRUST. Any assets held in the name of the Trust should be titled in substantially the following manner: JAMES JONES and MARY JONES, as co-Trustees of THE JONES LIVING TRUST, U/A dated _____, 2008.

TRUSTEE

The currently acting co-Trustees of the Trust are JAMES JONES and MARY JONES. If either of said co-Trustees shall cease to act for any reason, the other shall act as sole Trustee of the Trust. In the event that both cease to act for any reason, they shall be succeeded by STEVEN JONES as the successor Trustee. If said successor Trustee fails to qualify or ceases to act, SALLY SMITH shall act as the alternate successor Trustee.

SIGNATURE AUTHORITY

While co-Trustees are acting, only one signature shall be required to conduct business with respect to property and/or assets held or owned by the Trust. Any third party dealing with the Trust may rely upon this singular authority without any further evidence. Any Trust asset may be titled to reflect this authority, including the designation "and/or".

REVOCABILITY OF TRUST

The Trust is revocable. The persons holding the power to revoke or amend the Trust are JAMES JONES and MARY JONES.

TAXPAYER IDENTIFICATION NUMBER

The Trust uses the Social Security number of the Settlers as its Taxpayer Identification Number. This number is 555-55-5555.

ADDRESS OF THE TRUST

The Trust uses the address of the Settlers/Trustees as its location. This address is 123 4th Street, Hometown, California 99999.

TRUSTEE AUTHORITY

(1) A Trustee may appoint an Attorney-in-Fact ("Power of Attorney") and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee.

(2) The Settlers intend for the Trustee to be treated as they would regarding the use and disclosure of their individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code §56. The Settlers authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company and medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from either Settlor for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of such Settlor's individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that the Settlers have made with their health care providers to restrict access to or disclosure of their individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that either Settlor revokes the authority in writing and delivers such revocation to his or her health care providers.

(3) No purchaser from or other person dealing with the Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such the Trustee, but the receipt by the Trustee shall be a full discharge; and no purchaser or other person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with the Trustee should relate, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the trust fund.

(4) The certificate of a Trustee and/or the agent of a Trustee that such person is acting according to the terms of this Agreement shall fully protect all persons dealing with such Trustee and/or agent. Any person may rely upon the certification of any Trustee as to the matters which are not contained in this Certificate, including a further enumeration of the Trustee's powers.

TRUSTEE'S POWERS

The Trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property including the power to buy, sell, hold, transfer, convey, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit or to withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security. In addition to the above, the Trustee shall have all of the powers authorized by §§16220, et. seq., of the California Probate Code (as though such powers were set forth herein).

ADMINISTRATIVE PROVISIONS

- (1) The Trust shall be administered according to the laws of the State of California relating to inter-vivos trusts, except as shall be specifically modified therein.
- (2) The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
- (3) This Certificate of Trust is a true and accurate statement of the matters referred to herein concerning the Trust.
- (4) This Certificate of Trust has been signed by both of the currently acting co-Trustees of the Trust.
- (5) This Certificate of Trust is intended to comply with the provisions of §18100.5 of the California Probate Code.
- (6) Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certificate of Trust and any person who is in possession of a photocopy of this executed Certificate may, in good faith, rely upon the information it contains and shall not be liable to the Settlers, any Trustee or beneficiary for reliance upon the information herein contained.
- (7) No person shall have received notice of any event upon which the use of this Certificate of Trust depends unless said notice is in writing and until the notice is delivered to said person.

IN WITNESS WHEREOF, the undersigned declare under penalty of perjury that the foregoing is true and correct and that they have executed this Certificate of Trust on _____, 2008, in Riverside County, California.

JAMES JONES,
Settlor-Trustee

MARY JONES,
Settlor-Trustee

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On _____, 2008, before me, _____, a Notary Public, personally appeared JAMES JONES and MARY JONES, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

[SEAL]

Signature of Notary Public