

Texas Royalty Brokers

REVOCABLE TRUST AGREEMENT

CREATING THE

DARYL J. ZAPATA REVOCABLE TRUST

Texas Royalty Brokers

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**REVOCABLE TRUST AGREEMENT
CREATING THE
DARYL J. ZAPATA REVOCABLE TRUST**

Daryl J. Zapata, who now resides in Petaluma, California, and who shall be called the "Settlor" throughout this agreement, hereby creates a trust.

ARTICLE 1 -- NAME OF TRUST

The name of this trust shall be the Daryl J. Zapata Revocable Trust.

ARTICLE 2 -- FAMILY STATUS OF THE SETTLOR

The Settlor is not married. The Settlor has three children whose names and dates of birth are:

Jean E. Zapata

September 11, 1985

Mollie E. Zapata

February 23, 1987

Bridget A. Zapata

January 16, 1990

The Settlor has no children who are deceased and survived by descendants.

ARTICLE 3 -- TRUST PROPERTY

The Settlor is contributing various properties to this trust at the time of its creation. Additional property may be added to the trust by any appropriate legal means, and that property shall also be covered by these provisions, provided that the Trustee shall have the power to reject any property that he does not deem suitable. The Settlor may designate the trust to be beneficiary of any insurance policies and of the Settlor's rights in any pension or profit-sharing plans and other employee death benefits.

ARTICLE 4 -- AMENDMENT AND REVOCATION

The Settlor, acting alone, may revoke this trust and shall have the right, by a document delivered to the Trustee, to alter or amend this trust. Each beneficiary of a Descendant's Trust who has a right to withdraw any portion of that Descendant's Trust pursuant to paragraph 7.4 shall have the right, exercisable by a document delivered to the Trustee, to alter, amend, or revoke that portion of that Descendant's Trust. Except as provided in the preceding sentence, no

trust established on or after the death of the Settlor may be altered, amended, or revoked. No amendment pursuant to this paragraph shall substantially change the duties, powers, and responsibilities of the Trustee without his consent. If part or all of this agreement is revoked, the Trustee shall promptly deliver all assets in the revoked portion of the trust to the Settlor.

ARTICLE 5 -- ADMINISTRATION DURING SETTLOR'S LIFETIME

5.1 Distributions to Settlor. During the Settlor's lifetime, the Trustee shall pay to or apply for the benefit of the Settlor as much of the net income or principal, or both, of the trust as the Trustee deems necessary for any reasonable purpose. The Trustee shall additionally pay to or apply for the benefit of the Settlor as much of the net income or principal, or both, of the trust as the Settlor requests in writing.

5.2 Distributions at Direction of Settlor. The Trustee shall pay to or apply for the benefit of any person or entity as much of the net income or principal, or both, of the trust as the Settlor directs in writing.

5.3 Distributions if Settlor is Incapacitated. At any time when the Settlor is incapacitated, the Trustee may make distributions of income or principal, or both, (i) to provide for the health, education, support, or maintenance of any person with respect to whom the Settlor has a legal obligation to support or has had a pattern of providing support without legal obligation; (ii) to carry out any plan or pattern of gifts determined by the Trustee to have been established by the Settlor, including any plan or pattern of making additions to any trust or trusts; (iii) to make gifts, either outright or in trust, to or for the benefit of one or more of the Settlor's descendants in amounts not exceeding in any year the maximum allowable exclusion against taxable gifts under section 2503(b) of the Code, as that section may be amended from time to time (the "Annual Exclusion"), regardless of whether the Settlor had established a plan or pattern of making such gifts; and (iv) to make qualified transfers as defined in section 2503(e) of the Code, as that section may be amended from time to time, to or for the benefit of one or more of the Settlor's descendants. In the case of any gift of an asset that does not have a readily determinable net fair market value, the Trustee's determination at the time of the gift of that asset's net fair market value shall be used to determine whether the amount of that gift exceeds the Annual Exclusion. Despite anything in the preceding provisions of this paragraph to the contrary, no person who is serving as a Trustee shall participate in any decision to make any distribution of income or principal to or for the benefit of himself or herself pursuant to this paragraph.

ARTICLE 6 -- ADMINISTRATION ON SETTLOR'S DEATH

On the death of the Settlor, any property then held or subsequently acquired by the Trustee by reason of the Settlor's death shall be held and administered as follows:

6.1 Distribution of Tangible Personal Property. All Tangible Personal Property shall be held and administered in equal shares in Descendant's Trusts as provided in Article 7 for the benefit of those of the Settlor's children who are then living, the property to be divided as the Settlor's children agree. If the Settlor's children do not agree as to the division of all items of Tangible Personal Property or if any Settlor's child is incapacitated, the Trustee shall allocate any items not agreed upon to the Descendant's Trusts in shares that are as nearly equal as practicable or shall devise and implement a lottery or other arrangement for allocating any items not agreed upon to the Descendant's Trusts in shares that are as nearly equal as practicable. Any such allocation made by the Trustee or the form of any such lottery or other arrangement implemented by the Trustee shall be determined solely by the Trustee in the Trustee's discretion. Despite anything in the preceding two sentences to the contrary, no power or discretion pursuant to the preceding two sentences shall be exercisable by any Settlor's child who is serving as a Trustee and all such power or discretion shall be exercised by any other Trustees who are then serving or, if there are none, shall not be exercisable. If any of the properties described above are sold, the proceeds from the sale shall be added to the remaining trust assets. For purposes of this agreement, Tangible Personal Property means jewelry, silver, books, pictures, paintings, sculptures, objets d'art, automobiles, household furnishings and furniture, clothes, and other personal effects held by the Trustee, together with all unexpired insurance policies on them.

The Settlor may leave a memorandum that specifies which of his children shall be allocated certain items of Tangible Personal Property. Any such memorandum shall be merely an expression of the Settlor's wishes and shall impose no legal obligation on the Trustee.

6.2 Distribution of Remaining Assets. All remaining trust property not disposed of by the preceding provisions of this article shall be held and administered in Descendant's Trusts as provided in Article 7 for the benefit of the Settlor's descendants, by right of representation.

ARTICLE 7 -- DESCENDANT'S TRUSTS

The Trustee shall hold and administer each Descendant's Trust as follows:

7.1 Distribution of Income and Principal Under Ascertainable Standard. The Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income or principal, or both, of the Descendant's Trust as the Trustee deems necessary for the health, education, support, or maintenance of the beneficiary. Any undistributed net income shall be added to principal.

7.2 Discretionary Distributions for Home or Business. In addition to the distributions required or authorized by the other paragraphs of this article, the Trustee at any time may pay to or apply for the benefit of the beneficiary those amounts of the principal of the Descendant's Trust that the Trustee deems appropriate to assist the beneficiary to start (or

otherwise enter into) a trade or business or to purchase property to be used as the beneficiary's principal residence.

7.3 Distribution of Tangible Personal Property. In addition to the distributions required or authorized by the other paragraphs of this article, the Trustee at any time may distribute to the beneficiary any item of Tangible Personal Property held in the Descendant's Trust.

7.4 Beneficiary's Withdrawal Rights. Beginning when the beneficiary reaches the age of 21 years or when the Descendant's Trust is established for the beneficiary, whichever occurs later, the beneficiary shall have a right to withdraw each item of Tangible Personal Property held in the Descendant's Trust with a value, as reasonably determined by the Trustee, of Ten Thousand Dollars (\$10,000) or less. Beginning when the beneficiary reaches the age of 25 years or when the Descendant's Trust is established for the beneficiary, whichever occurs later, the beneficiary shall have a right to withdraw all assets of the Descendant's Trust. The Trustee shall promptly notify each beneficiary as to his or her right to withdraw all or any portion of the assets of the Descendant's Trust pursuant to this paragraph. The beneficiary may exercise his or her withdrawal right by delivering a written request for the withdrawal to the Trustee at any time during the beneficiary's lifetime. The beneficiary's withdrawal rights pursuant to this paragraph are personal to the beneficiary and may not be exercised on behalf of the beneficiary by a conservator, attorney-in-fact, or other fiduciary.

7.5 Beneficiary's General Testamentary Power of Appointment. The beneficiary shall have a general power of appointment to direct that, on the beneficiary's death, the remaining assets of the Descendant's Trust shall be distributed to the persons or entities (including the beneficiary's estate), in the amounts, and on the terms and conditions, either outright, in trust, or by creating further powers of appointment, that the beneficiary designates in a notarized document delivered to the Trustee or in the beneficiary's last will, provided that the notarized document or will must specifically refer to and exercise this power of appointment. In the event of any conflict between two documents attempting to exercise the beneficiary's general power of appointment, the document that is executed later shall govern.

7.6 Distribution if Power of Appointment Not Exercised. Any income or principal of the beneficiary's Descendant's Trust that is not appointed pursuant to the beneficiary's general testamentary power of appointment shall be divided into separate shares, by right of representation, for the benefit of the beneficiary's descendants or, if there are none, for the benefit of the descendants of the beneficiary's closest lineal ancestor who is descended from the Settlor and who is survived by descendants or, if there are none, for the benefit of the Settlor's descendants. Each share set apart for such a descendant under the preceding sentence shall be administered under the terms of this article in a Descendant's Trust for the benefit of that descendant.

ARTICLE 8 -- ULTIMATE GIFT OVER

Any part of any trust created by this agreement that is not disposed of under the foregoing provisions (the "Undistributed Assets") shall be distributed to Geoffrey Nelson if he is then living and if he was married to Jean E. Zapata ("Jean") at the time of Jean's death. If Geoffrey Nelson is then deceased or if he was not married to Jean at the time of Jean's death, the Undistributed Assets shall be distributed to the heirs of the Settlor as if the Settlor had died intestate at the time of distribution and had been domiciled in California, the identity and shares of the Settlor's heirs to be determined according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect when the Settlor dies.

ARTICLE 9 -- DEATH BENEFITS UNDER RETIREMENT PLANS

In the event that any death benefits under any plan subject to the requirements of section 401(a)(9), section 403(b)(10), section 408(a)(6), section 408A(a), or other comparable provision of the Code (any such death benefits referred to as "Death Benefits" and any such plan referred to as a "Plan") are payable to the Daryl J. Zapata Revocable Trust (referred to in this article as this trust) or to any trust created under this agreement, those Death Benefits shall be administered as follows.

9.1 Benefits Payable to Trust at Settlor's Death. If the Death Benefits are payable to this trust as a result of the death of the Settlor, the Death Benefits shall be held and administered as provided in Article 7 and paragraph 9.4 in separate shares in Descendant's Trusts for the benefit of the Settlor's descendants, by right of representation.

9.2 Benefits Payable to Specific Trust. If any Death Benefits are payable to a trust created under this agreement because that trust (rather than this trust) is designated as a primary or contingent beneficiary of those Death Benefits, those Death Benefits shall be held and administered according to the terms of this agreement governing the administration of that trust.

9.3 Deferrable Retirement Benefits. For purposes of this article, Deferrable Retirement Benefits means any Death Benefits payable to this trust or to any trust created under this agreement under any Plan (including any inherited individual retirement plan described in section 402(c)(11) of the Code) whose terms permit a trust that is named as a beneficiary of the Plan to withdraw the Death Benefits over a period of time equal to the life expectancy of the oldest trust beneficiary.

9.4 Deferrable Retirement Benefits Payable to Descendant's Trust. Despite anything in this agreement to the contrary, if any Deferrable Retirement Benefits are payable to any Descendant's Trust, all Deferrable Retirement Benefits that are distributed from the Plan to the Trustee shall be distributed immediately to the beneficiary of that Descendant's Trust. The

preceding sentence shall not apply to any Deferrable Retirement Benefits that, before becoming payable to the Descendant's Trust, were payable to another Descendant's Trust until the death of the beneficiary of that other Descendant's Trust. It is the Settlor's intention by the provisions of this paragraph to cause the section 401(a)(9) see-through trust rules to apply to all Deferrable Retirement Benefits payable to any Descendant's Trust and the Settlor directs that the provisions of this agreement shall be construed and this trust agreement administered in accordance with this intention.

9.5 No Payment of Debts, Taxes, and Expenses With Deferrable Retirement Benefits. No Deferrable Retirement Benefits may be used or applied for payment of debts, taxes, expenses of administration, or other claims against the Settlor's estate, or for payment of estate, inheritance, or similar transfer taxes due on account of the Settlor's death on or after September 30 of the year after the year of the Settlor's death (or on or after such earlier date as may be established under the Minimum Distribution Rules). For purposes of this article, the Minimum Distribution Rules means the minimum distribution rules of section 401(a)(9) of the Code and the regulations thereunder.

9.6 Settlor's Intention Regarding Deferrable Retirement Benefits. It is the Settlor's intention that all Deferrable Retirement Benefits be distributed to or held for the benefit of only individual beneficiaries within the meaning of the Minimum Distribution Rules, except in the case of any charitable bequest that is specifically directed to be funded with Deferrable Retirement Benefits by other provisions of this agreement.

9.7 No Requirement of Premature Collection of Death Benefits. Nothing in the preceding provisions of this article shall be construed to require any Death Benefits to be collected earlier than would otherwise be required under the Minimum Distribution Rules nor to permit any Death Benefits to be withdrawn from any Plan less rapidly than is required under the Minimum Distribution Rules.

ARTICLE 10 -- INSURANCE PROVISIONS

The following provisions shall apply to any life insurance policy that is owned by the trust or that names the trust as a beneficiary.

10.1 Paying Premiums. The Trustee is not obligated to pay any premium or assessment on any such policy nor, if the trust is not the owner of the policy, to keep himself informed about any such payment.

10.2 Insurance Company Has No Duty to Inquire. No insurance company that pays the proceeds of any such policy to the Trustee shall be required to know or comply with any of the provisions of this agreement or to be involved in how those proceeds are applied or distributed. The Trustee's giving his receipt to any such insurance company shall effectively

discharge it for any payment it makes and be binding on the beneficiaries of all trusts created by this agreement.

10.3 Collecting Insurance Proceeds. If the proceeds of any such insurance policy are paid to the Trustee, he shall collect those proceeds to hold in trust or distribute or both as provided above. The Trustee is authorized to take any action he deems best in collecting those proceeds and to pay the expense of that action out of the trust.

ARTICLE 11 -- GENERAL PROVISIONS

To carry out the terms of any trust created by this agreement, the Trustee and all other interested parties shall be bound by and act according to the following general provisions.

11.1 Purpose and Construction of Trusts. The primary purpose of the trusts created by this agreement is to provide for those persons designated as income beneficiaries and the Trustee is directed to construe the terms of the trusts liberally in favor of the persons who are the income beneficiaries. No subsequent income beneficiary nor any remainderman shall have the right to question any action taken by the Trustee under the authority of this agreement for the benefit of a prior income beneficiary.

11.2 Perpetuities Savings Clause. Unless terminated sooner in accordance with other provisions of this agreement, each trust created under this agreement or by a power created under it shall terminate 21 years after the death of the last to survive of the Settlor and those of his descendants living at the time of the Settlor's death. All principal and undistributed income of any trust terminated under this provision shall be distributed to the persons then entitled or authorized to receive that trust's income. The distribution shall be made to those persons in the shares specified in the provisions of the terminated trust or, if no shares are specified, in equal shares.

11.3 Avoiding Foreign Trust Status. It is the Settlor's desire that all trusts created under this agreement qualify as "United States Persons" under section 7701(a)(30)(E) of the Code and section 301.7701-7 of the Treasury Regulations, that a court within the United States be able to exercise primary supervision over the administration of each trust created under this agreement, and that one or more United States Persons have the authority to control all substantial decisions under this agreement. In the event that any trust created under this agreement would otherwise be treated as a foreign trust, it is the Settlor's wish that appropriate action be taken to avoid such foreign trust status, but only if that action will not cause the rights of any current beneficiary (including any current beneficiary who is not a citizen or resident of the United States) to be unduly diminished.

11.4 Determination of Incapacity. For purposes of this agreement, a person shall be deemed to be incapacitated if a conservator is appointed for that person or if two licensed

physicians execute documents stating that they have personally examined that person and believe him or her to be incapacitated and incapable of managing his or her affairs ("Physicians' Statements"). Despite anything in the preceding sentence to the contrary, any person regarding whom Physicians' Statements have been executed and who is either the Settlor or an income beneficiary of any trust created under this agreement may petition a court of competent jurisdiction for a determination that he or she is not incapacitated and, upon the filing of such a petition, shall not be deemed to be incapacitated unless he or she is determined by the court to be incapacitated. Until any person or institution dealing with the trust receives written notice from the person regarding whom Physicians' Statements have been executed of that person's intent to file such a petition or receives notice of hearing with respect to such a petition, the person or institution dealing with the trust shall be free from any liability as a result of any good faith reliance on a determination of incapacity based on Physicians' Statements. Any person who is deemed to be incapacitated pursuant to this paragraph shall be treated as unable to serve as Trustee or in any other fiduciary capacity under this agreement or to designate successor Trustees or other fiduciaries under this agreement.

11.5 Adding Property to the Trusts. Any person may add property to any trust created by this agreement, provided that the Trustee, in his discretion, may hold and administer such property in separate shares according to the terms and conditions of that trust or may reject any property that he deems inappropriate.

11.6 Treatment of Accrued Income. Any income that is accrued or unpaid on property at the time it is received by any trust created by this agreement shall, when that income is received by that trust, be treated as any other trust income. Income accrued or held undistributed by the Trustee when any trust is terminated shall be distributed to the person or persons who succeed to the beneficiary's interest in the terminated trust, in proportion to their individual interests in it.

11.7 Allocations Between Principal and Income. Except as specifically provided otherwise for any trust created by this agreement, all determination of what is principal and income and all apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California principal and income law that are in effect at the time such matters arise, and, if there are no such provisions of law governing any such matters, they shall be determined according to the recognized rules of good trust accounting practice.

11.8 No Segregation of Trusts. The various trusts created by this agreement need not be physically divided or segregated except as this may be required when any trust is terminated, but the Trustee shall keep separate accounts for the different undivided interests.

11.9 Unified Administration of Corresponding Trusts. If at any time there exists a trust whose terms are substantially the same as those of any trust created under this agreement and if the Trustee determines that the unified administration of those two trusts would be

preferable to their separate administration, the Trustee may terminate any such trust created under this agreement and distribute the assets to the trustee of the corresponding trust. In determining whether the unified administration of any trusts would be preferable to their separate administration, the Trustee shall consider the tax consequences of the various alternatives.

11.10 Spendthrift Clause. No beneficiary of any trust created by this agreement shall have the right to assign or hypothecate his interest in the principal or income of that trust in any manner whatsoever, nor shall that interest, before being received by the beneficiary, be subject to any claims of a beneficiary's creditors or to attachment, execution, or any other such legal process. The preceding sentence shall not apply to the Settlor during his lifetime.

11.11 Administering Property Subject to Powers of Appointment. If no document endeavoring to exercise a testamentary power of appointment provided in this agreement has been presented to the Trustee or the Probate Court within six months of the death of the holder of the power, the Trustee shall administer the property subject to the power of appointment as though the power was not exercised, and the Trustee shall incur no liability to anyone by making that distribution. Nothing in the foregoing is intended to prohibit the Trustee from so administering the property at an earlier time if he believes no such document exists and deems such administration to be in the best interests of the beneficiaries.

11.12 Deferring Division or Distribution of Trust Assets. Whenever the Trustee is directed to distribute trust assets or to divide them into separate trusts or shares on the death of any person, the Trustee may, in his discretion, defer the distribution or division until six months after that person's death or until such later time as the Trustee deems necessary or appropriate for the proper administration or settlement of that trust. When the Trustee defers distributing or dividing trust assets, the deferred division or distribution shall be made as if it had taken place at the time specified in this agreement excluding this paragraph, and all rights given to the beneficiaries of those trust assets under other provisions of this agreement shall be deemed to have accrued and vested as of that specified time.

11.13 No Participation in Decision to Discharge Trustee's Obligation to Support. Despite anything in this agreement to the contrary, no person who is serving as a Trustee shall participate in any decision to make any distribution of income or principal to or for the benefit of a beneficiary where that distribution would discharge a legal obligation of that person to support that beneficiary.

11.14 No Distribution to Discharge Obligation to Support Skip Person. Except as otherwise provided in the following sentence but despite any other provision in this agreement to the contrary, the Trustee shall not make any distribution of income or principal of any trust that has an Inclusion Ratio of greater than zero to or for the benefit of a beneficiary who is a skip person (within the meaning of section 2613(a) of the Code) if that distribution would discharge a legal obligation of any person who is not an income beneficiary of that trust to support that beneficiary and if no other interest (within the meaning of section 2652(c) of the Code) in

property held in that trust is held by any non-skip person (within the meaning of section 2613(b) of the Code). The restriction contained in the preceding sentence shall not apply to any distribution otherwise required or authorized by this agreement if the Trustee reasonably determines that the person with the support obligation is unable to satisfy that obligation and if the Trustee, in the Trustee's discretion, determines that it would be in the beneficiary's best interest for the Trustee to make that distribution.

11.15 "Education" Defined. Whenever this agreement provides for payment for the education of a beneficiary, the term "education" shall be construed to include study at any level, as long as pursued to advantage by the beneficiary, at a public or private institution of the beneficiary's choice. In determining payments for such education, the Trustee shall consider the beneficiary's related living and travel expenses that are reasonable.

11.16 Payments to Minor. The Trustee may make payments to a beneficiary who is a minor or under other legal disability by making payments to the guardian or conservator of his person, to any custodian of the beneficiary under the California Uniform Transfers to Minors Act, or to any other suitable person taking care of or residing with the beneficiary, or the Trustee may apply payments directly for the beneficiary's benefit. The Trustee may make payments to a beneficiary who has reached the age of majority but who has not reached the age of 25 years by making payments to any custodian of the beneficiary under the California Uniform Transfers to Minors Act until age 25 if the Trustee, in the Trustee's discretion, determines that it would be in the beneficiary's best interests to do so. The Trustee may make payments directly to a beneficiary who is a minor or under other legal disability if, in the Trustee's judgment, such direct payments are in the best interests of that beneficiary. The Settlor specifically intends that the provisions of this paragraph shall apply to any payments required by paragraph 9.4 except to the extent that such application would be inconsistent with the Settlor's intentions set forth in that paragraph.

11.17 Duty of Trustee to Confer with Guardian. The Trustee shall confer with the guardian, conservator, or other personal representative of each beneficiary who is a minor or under other legal disability and, wherever appropriate, with each such beneficiary himself to ascertain the beneficiary's financial needs.

11.18 Considering Burden on Guardian. In making payments for the health, education, support, or maintenance of a beneficiary, the Trustee shall construe his authority liberally to permit payments that may reasonably be considered necessary to ease the financial burden placed on the guardian of the person of the beneficiary or on any other suitable person with whom the beneficiary resides, as well as on the family of that guardian or person, as a result of the beneficiary's presence in the household of that guardian or person.

11.19 Compensation of Guardian. The Trustee of any trust with at least one income beneficiary who is a minor may compensate that beneficiary's guardian of the person for the guardian's services in amounts deemed to be reasonable by the Trustee in the Trustee's

discretion. In the event that the minor beneficiary is an income beneficiary of more than one trust created under this agreement, that compensation may be paid from any one or more of those trusts in any proportions the Trustee reasonably determines.

11.20 Distributions for Health, Education, Support, or Maintenance. Wherever in this agreement the Trustee is directed to distribute income or principal, or both, in the amounts the Trustee deems necessary for the health, education, support, or maintenance of a beneficiary, the Trustee may consider any other resources (including income, assets, and other means of support) of the beneficiary that are known to the Trustee and reasonably available for these purposes. In making such distributions, the Trustee's standard for determining what is necessary for a beneficiary's health, education, support, or maintenance shall be that beneficiary's accustomed standard of living.

11.21 Termination on Reduction of Trust Assets. If, at any time, the Trustee determines that the assets in any trust created by this agreement are so small in value that administering the trust is no longer economically desirable, that the cost of administering it is disproportionate to the value of the assets, or that continuing to administer it is no longer in the best interests of the beneficiaries, the Trustee may terminate that trust. Upon any such termination, the Trustee shall distribute the property of the terminated trust, in the manner its provisions specify, to the persons then entitled to receive income from it or, if no other manner is specified, in equal shares. If any such person is then under the age of 25 years, the Trustee may distribute that person's share to a custodian nominated by the Trustee to be held for the benefit of that person under the California Uniform Transfers to Minors Act until that person reaches the age of 25 years. No Trustee who is an income beneficiary of any trust created by this agreement shall exercise any discretion concerning that trust's termination pursuant to this paragraph.

11.22 Priority of Distributions From Trusts With Similar Provisions. If two or more trusts under this agreement provide for mandatory distributions of principal or for discretionary distributions of income or principal, or both, to or for the benefit of a beneficiary, the Trustee may make such distributions from any one or more of those trusts in any proportions the Trustee reasonably determines. In determining the trust or trusts from which such distributions will be made, the Trustee is directed to consider whether one or more of those trusts will be included in a beneficiary's gross estate for federal estate tax purposes and whether one or more of those trusts has an Inclusion Ratio of greater than zero. If the beneficiary is serving as Trustee of the trust, he or she shall exercise no discretion pursuant to this paragraph over mandatory distributions of principal.

11.23 S Corporation Stock. If any shares of stock in an S Corporation (as defined in section 1361(a)(1) of the Code) should be held in any trust being administered under this agreement and if that trust does not otherwise satisfy the requirements of section 1361(c)(2)(A)(i), (ii), (iii), or (iv) of the Code, then the provisions of this paragraph shall apply to those shares of stock. Those shares of stock shall be administered in a separate trust, which shall be administered as otherwise provided in this agreement, except that during the lifetime of the

income beneficiary of that separate trust, all income shall be distributed, at least annually, to the income beneficiary and no distribution of income or principal may be made to any person other than the income beneficiary. If any trust has more than one income beneficiary, any shares of stock in an S Corporation that are held in that trust shall be administered, by right of representation, in separate trusts (each of which shall have a single income beneficiary) for those of the Settlor's descendants who are income beneficiaries of that trust. No income beneficiary of a trust who is also serving as a Trustee shall participate in any decision to acquire shares of stock in an S Corporation if that trust does not otherwise satisfy the requirements of section 1361(c)(2)(A)(i), (ii), (iii), or (iv) of the Code.

11.24 Trustee's Power to Postpone or Eliminate Distributions. Subject to paragraphs 9.4 and 11.2, but despite any other provision in this agreement to the contrary, wherever in this agreement the Trustee is required to make distributions for the health, education, support, or maintenance of a beneficiary ("Ascertainable Standard Payments") or a beneficiary is authorized to withdraw assets from the beneficiary's Descendant's Trust pursuant to paragraph 7.4 ("Withdrawal Powers"), the Trustee may postpone, reduce, or eliminate all or any portion of those Ascertainable Standard Payments or of the beneficiary's ability to exercise his or her Withdrawal Powers, or of both, if the Trustee, in the Trustee's sole discretion, believes that, due to extraordinary circumstances, such postponement, reduction, or elimination is in the best interests of the beneficiary. Examples of situations in which extraordinary circumstances would justify such postponement, reduction, or elimination include a determination by the Trustee, in the Trustee's sole discretion, (i) that the beneficiary is engaging in a pattern of self destructive behavior, such as substance abuse, that is likely to jeopardize the beneficiary's physical or psychological well-being and receipt by the beneficiary of trust distributions will make it easier for the beneficiary to continue to engage in that pattern of self destructive behavior, or (ii) that the beneficiary has significant creditor problems that would result in the beneficiary's creditors (rather than the beneficiary) receiving the majority of any assets distributed from the trust. An example of a situation in which extraordinary circumstances would justify postponement, reduction, or elimination of a beneficiary's ability to exercise his or her Withdrawal Powers (but would not ordinarily justify postponement, reduction, or elimination of Ascertainable Standard Payments) would be a determination by the Trustee, in the Trustee's sole discretion, that the beneficiary is incapable of competently managing his or her financial affairs due to dementia, physical or mental illness, or any other cause. Any postponement or reduction of Ascertainable Standard Payments or Withdrawal Powers pursuant to this paragraph shall last until such time, if any, as the Trustee, in the Trustee's sole discretion, determines that such postponement or reduction is no longer in the best interests of the beneficiary. During any time that the Trustee has postponed, reduced, or eliminated a beneficiary's ability to exercise his or her Withdrawal Powers pursuant to this paragraph, the Trustee may pay to or apply for the benefit of that beneficiary those amounts of the income or principal, or both, of any trust out of which the Withdrawal Power would otherwise have been exercisable that the Trustee, in the Trustee's sole discretion, deems appropriate for the benefit of that beneficiary, provided that the amount of such discretionary distributions in any year shall not exceed the amount that the beneficiary would have been able to receive pursuant to his or her Withdrawal Power if his or her ability to exercise

the Withdrawal Power had not been postponed, reduced, or eliminated. If the beneficiary's ability to exercise his or her Withdrawal Power has been postponed rather than reduced or eliminated, any discretionary distribution made pursuant to the preceding sentence shall reduce the amount that the beneficiary may subsequently withdraw if the Trustee determines that such postponement is no longer in the best interests of the beneficiary. At any time that the Trustee has postponed, reduced, or eliminated all or any portion of a beneficiary's Ascertainable Standard Payments or of the beneficiary's ability to exercise his or her Withdrawal Powers, or of both, the beneficiary shall be deemed for purposes of Article 13 to be under the age of 25 years. The Trustee shall have no obligation to inquire as to whether extraordinary circumstances are present unless the Trustee has reason to believe that extraordinary circumstances are likely to be present.

11.25 Funding of Pecuniary Gifts. Except as otherwise specifically provided in this agreement, the provisions of this paragraph shall apply with respect to each gift of a pecuniary amount ("Pecuniary Gift") made by or pursuant to this agreement. Each Pecuniary Gift may be funded in cash or in kind or partly in both. Each asset allocated to fund a Pecuniary Gift shall be valued at that asset's net fair market value on the date of distribution. Each Pecuniary Gift shall be entitled to receive appropriate interest as defined in this paragraph. For purposes of this paragraph, appropriate interest means that interest must be payable from the date specified under applicable State law requiring the payment of interest or, if no such date is specified under applicable State law, from the date of death of such person to the date of payment at a rate equal to the statutory rate of interest, if any, applicable to pecuniary bequests under the law of the State whose law governs the administration of the trust or, if no such rate is indicated under applicable State law, at the rate that is applicable under section 7520 of the Code at the death of such person.

11.26 Distributions to Certain Beneficiaries Under Twenty-Five. If a nondiscretionary distribution of assets otherwise would be made under the provisions of this agreement to any beneficiary who is not a descendant of the Settlor's and is under the age of 25 years, those assets shall be distributed to a custodian nominated by the Trustee to be held for the benefit of the beneficiary under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of 25 years.

11.27 Administration of Section 529 Plans. Despite any other provision of this agreement to the contrary, in the event that any interest in a Qualified State Tuition Program as defined in section 529 of the Code ("Section 529 Plan") is held by the Trustee at the Settlor's death or is added to the trust by reason of the Settlor's death, that interest shall be distributed to a custodian under the California Uniform Transfers to Minors Act nominated by the Trustee to be held for the benefit of the person who was the beneficiary of that Section 529 Plan at the time of the Settlor's death until that beneficiary reaches the age of 25 years.

ARTICLE 12 -- TAXES AND EXPENSES

12.1 Payment of Taxes and Expenses From Trust Assets. Any expenses of the last illness and funeral of the Settlor and any expenses of administering the Settlor's estate, as well as all inheritance, estate, or other death taxes (excluding any additional tax imposed by section 2032A of the Code) that may be due as a result of the Settlor's death and are attributable to the Settlor's probate estate, to any trust created by this agreement, or to any property added to any trust created by this agreement as a result of the Settlor's death, shall be paid by the Trustee out of the assets passing under paragraph 6.2.

12.2 Amounts Paid By Settlor's Executor. Despite anything in the preceding paragraph to the contrary, the Trustee shall not be required to pay any taxes or expenses he reasonably believes have been or will be paid out of the Settlor's probate estate. For purposes of the preceding sentence, the Trustee shall be entitled to rely on a document from the Settlor's executor (or other personal representative) that specifies the taxes and expenses that have been or will be paid out of the probate estate. For purposes of allocating property among the various trusts created by this agreement and the beneficiaries of those trusts, any taxes or expenses paid out of the Settlor's probate estate shall be charged in a manner consistent with preceding paragraph.

ARTICLE 13 -- TRUSTEE PROVISIONS

13.1 Appointment of Trustees. The original Trustee of all trusts created under this agreement shall be Daryl J. Zapata. If he becomes unwilling or unable to serve, the successor co-Trustees shall be those among Mollie E. Zapata, Bridget A. Zapata, and Jean E. Zapata who are willing and able to serve. If only one of those named in the preceding sentence is willing and able to serve, that person shall be the sole successor Trustee. Subject to the power of any predecessor Trustee to choose successors, but despite anything in the preceding sentences to the contrary, each beneficiary of a Descendant's Trust created under this agreement shall become the sole Trustee of that trust when it is set apart for the beneficiary or when the beneficiary reaches the age of 25 years, whichever occurs later, provided that he or she is then willing and able to serve, and shall have the power to designate his or her immediate and all subsequent successors.

13.2 Filling of Vacancies in Trusteeship. If a vacancy occurs in the trusteeship of any trust created under this agreement and no person is appointed as provided above to fill that vacancy, a majority of the income beneficiaries of that trust shall have the power to select a successor Trustee. If any income beneficiary is a minor, the power set forth in the preceding sentence may be exercised on behalf of that income beneficiary by the duly appointed guardian of that income beneficiary's estate or, if no guardian of the estate has been appointed for that income beneficiary, by the duly appointed guardian of that income beneficiary's person or, if no guardian of the person has been appointed for that income beneficiary, by that income beneficiary's parent who is a descendant of the Settlor's or, if there is no such living parent, by

each living parent or other natural guardian of that income beneficiary. If any income beneficiary is incapacitated, the power set forth in the first sentence of this paragraph may be exercised by the duly appointed conservator of that income beneficiary's estate or, if no conservator of the estate has been appointed for that income beneficiary, by the duly appointed conservator of that income beneficiary's person. Despite anything in the first sentence of this paragraph to the contrary, any successor selected pursuant to the preceding provisions of this paragraph as Trustee of a trust that has at least one income beneficiary who is under the age of 25 years shall be a corporate Trustee or shall have his or her appointment approved by a court of competent jurisdiction. It is the Settlor's wish and expectation that the court shall not approve the appointment of a proposed successor Trustee unless the court has examined the qualifications of that successor and has determined that the proposed successor Trustee is an appropriate person to serve as Trustee. For purposes of this agreement, a "corporate Trustee" shall mean a corporation or trust company that is authorized to accept trusts, is domiciled in the United States, and has a net worth of more than \$25,000,000.

13.3 Beneficiary's Power to Replace Trustee with Corporate Trustee. A majority of the income beneficiaries of any trust created under this agreement shall have the power and authority to remove any acting Trustee of that trust and to appoint a corporate Trustee as successor Trustee of that trust. If any income beneficiary is a minor, the power set forth in the preceding sentence may be exercised on behalf of that income beneficiary by the duly appointed guardian of that income beneficiary's estate or, if no guardian of the estate has been appointed for that income beneficiary, by the duly appointed guardian of that income beneficiary's person or, if no guardian of the person has been appointed for that income beneficiary, by that income beneficiary's parent who is a descendant of the Settlor's or, if there is no such living parent, by each living parent or other natural guardian of that income beneficiary. If any income beneficiary is incapacitated, the power set forth in the first sentence of this paragraph may be exercised by the duly appointed conservator of that income beneficiary's estate or, if no conservator of the estate has been appointed for that income beneficiary, by the duly appointed conservator of that income beneficiary's person. The change shall be made by delivering to the outgoing Trustee written notices of the outgoing Trustee's removal, of the appointment of the outgoing Trustee's successor, and of the successor corporate Trustee's acceptance of that appointment. Upon delivery of these documents to the outgoing Trustee, the outgoing Trustee shall, after deducting all charges and amounts due to the outgoing Trustee as Trustee, transfer and deliver the trust property to the successor corporate Trustee, and thereafter the removed Trustee shall have no further powers, discretions, rights, obligations, or duties concerning that trust, and all such powers, discretions, rights, obligations, and duties of the Trustee shall pass to and be binding on the successor corporate Trustee.

13.4 Trustee's Execution of Consent to Disclose Health Information. Each individual who serves as Trustee of any trust created under this agreement shall execute and deliver to each income beneficiary of that trust or, if that individual also is the sole income beneficiary of that trust or if each income beneficiary of that trust is incapacitated, to each person who would receive a distribution of trust assets or would become the income beneficiary of a

successor trust if the income beneficiary died at that time, upon the written request of any person described in the preceding provisions of this sentence, a document that authorizes the disclosure and release of protected health information pertaining to the ability of that person to serve as Trustee and that is reasonably designed to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996, Pub L. 104-191, 110 Stat. 1936 ("HIPAA") and the regulations thereunder (or any successor provisions) and any additional requirements that may be imposed by applicable state law. An individual Trustee who fails to comply with the requirements of the preceding sentence within 45 days of receiving the written request referred to in the preceding sentence shall be deemed to have resigned as a Trustee. Any Trustee who executes a document described in the preceding provisions of this paragraph may revoke that document at any time, but that revocation shall be deemed to constitute the immediate resignation of that Trustee.

13.5 Trustee's Consent to Determination of Capacity. Each individual who serves as Trustee of any trust created under this agreement agrees to be examined by two physicians selected by that individual within 45 days of being requested to do so, in writing, by any income beneficiary of that trust or, if that individual also is the sole income beneficiary of that trust or if each income beneficiary of that trust is incapacitated, by any person who would receive a distribution of trust assets or would become the income beneficiary of a successor trust if each income beneficiary died at that time, to determine whether that individual who is serving as Trustee is incapacitated and incapable of managing his or her affairs, provided that no such request for an examination shall be valid if that request is made within 90 days of the most recent previous examination pursuant to this sentence. An individual who refuses to comply with a valid written request for examination as provided in the preceding provisions of this paragraph within 45 days of the date of that written request shall be deemed to have resigned as Trustee.

13.6 Power of Successor Trustee. All successor Trustees shall have the same powers and authority as the original Trustee.

13.7 Restricting or Disclaiming Trustee's Powers. The Trustee shall have the power to restrict the scope of or to disclaim or release any power that the Trustee may hold in connection with any trust created by this agreement, whether that power is expressly granted in this agreement or implied by law. The Trustee shall exercise this concomitant power by a document specifying the powers to be disclaimed, released, or restricted and the nature of any such restriction.

13.8 Designation of Successors. Any designation of successor Trustees that is made pursuant to a power granted by a provision of this agreement shall be valid only if the designation specifically refers to the provision granting that power and is made in the designating person's last will or in a notarized document filed with the trust records. If two or more designations conflict, the designation that is executed last shall govern. Any designation of successors that is made pursuant to a power granted by a provision of this agreement and that complies with the requirements of the preceding provisions of this paragraph, shall be effective to appoint the

successors to the designating person even if the designating person is not serving as a Trustee or co-Trustee at the time that the designation is made. Except as otherwise expressly provided to the contrary in this agreement, a Trustee who has the power to designate his or her successors may specify that a successor designated by that Trustee shall have the power to designate the successors to that designated successor.

13.9 Professional Assistance to the Trustee. The Trustee is authorized to employ any custodian, investment advisor, attorney, accountant, or other agent to assist the Trustee in administering the trust. Reasonable compensation for all services performed by these agents shall be paid from the trust out of income or principal as the Trustee, in his discretion, determines, and this compensation shall not decrease that to which the Trustee is entitled.

13.10 Decisions of Trustees. Except as this agreement provides otherwise, if there are two co-Trustees serving all decisions shall be unanimous and if more than two co-Trustees are serving the decision of the majority shall control. Despite anything in this paragraph to the contrary, any co-Trustee shall have the power to bind the trust in any transaction obligating the Trustees to spend One Thousand Dollars (\$1,000) or less and not involving a distribution of trust assets to a beneficiary. Despite anything in this agreement to the contrary, in the event that any Trustee is prohibited under the terms of this agreement from exercising any power, authority, or discretion, that power, authority, or discretion shall be exercisable by any co-Trustees who are not so prohibited or, if there are none, shall not be exercisable. No co-Trustee shall have any liability whatsoever as the result of any decision to which he did not subscribe.

13.11 Delegation of Trustee's Powers to co-Trustee. Any co-Trustee of a trust created under this agreement may delegate to any other co-Trustee at any time the exercise of any or all of the powers granted to the delegating co-Trustee and may revoke any such delegation at any time. Any such delegation or revocation shall be made in a document specifying the terms of the delegation or revocation and delivered to the co-Trustee to whom such power is or has been delegated and may impose any limitations on the exercise of any delegated power that the delegating co-Trustee deems advisable. Until any such delegation has been revoked, a delegated power may be exercised solely by the co-Trustee to whom such power has been delegated, subject to any limitations imposed by the delegating co-Trustee. Any action taken by a co-Trustee to whom power has been delegated shall have the same force and effect as if the Trustee delegating that power had personally joined in the exercise of that power or in the taking of such action. Despite anything in this paragraph to the contrary, a co-Trustee to whom any power is delegated shall not exercise any right or power that he is otherwise prohibited from exercising under the terms of this agreement.

13.12 Delegation of Trustee's Powers to Agent. In the management and investment of the assets of any trust created under this agreement, the Trustee has the power and authority to delegate to, and to authorize and empower, persons other than the Trustee to act in the name of and on behalf of the Trustee or the trust, to do all or any part of that which the Trustee may do directly under the terms of this trust agreement in the management and investment of the trust

property. The Trustee shall have the duty to exercise general supervision over the person performing the delegated matter and shall have the power to terminate at any time the authority so granted. The delegation of any trust management and investment authority shall not relieve the Trustee of any of the Trustee's fiduciary obligations with respect to the trust. The delegation of authority under this provision extends only to the management and investment of the trust property and the Trustee may not delegate any power to determine the rights of any beneficiary under this trust agreement or to make distributions to any beneficiary under this trust agreement. In furtherance of, and not by way of limitation of, the power and authority of the Trustee to delegate under this paragraph, the Trustee may authorize and delegate persons to act on the trust's behalf in authorizing withdrawals and signing checks and other drafts drawing on funds held by the trust in any financial institution. With respect to any account of the trust held in any financial institution the Trustee may specify that only one signature by a person designated as a signatory on the account (whether that person is a Trustee or another person designated by the Trustee as being authorized to sign on such account) shall be necessary to draw on any funds held in such account, notwithstanding the fact that the Trustee may have identified more than one person with authority to sign on such account. Despite anything in this paragraph to the contrary, a person to whom any power is delegated shall not exercise any right or power that he is otherwise prohibited from exercising under the terms of this agreement.

13.13 Trustee's Duty to Account At any time that any trust created under this agreement is revocable by at least one person who is not incapacitated, the Trustee shall have a duty to account to the beneficiaries of that trust as provided in section 16062 of the California Probate Code ("Duty to Account") only to the person or persons possessing the power to revoke that trust and only upon the written request of any such person. Except as provided in the preceding sentence, the Trustee shall have a Duty to Account only to the person or persons to whom income or principal, or both, of that trust is required or authorized in the Trustee's discretion to be currently distributed and only upon the written request of any such person, but in no event more frequently than would be required under section 16062. If any person upon whose written request the Trustee is required to account is a minor or is incapacitated, the written request described above may be made on behalf of that minor or incapacitated person by the guardian or conservator of his estate or by his attorney-in-fact under a general durable power of attorney. For purposes of this paragraph, a person who possesses an unrestricted power to withdraw the assets of a trust for his own benefit shall be deemed to possess the power to revoke that trust. Nothing in the foregoing shall be construed to prevent the Trustee from rendering an accounting that is not required under the provisions of this paragraph.

13.14 Limitation on Objections to Accountings. If the Trustee provides an interim or final account or other written report that complies with the requirements of California Probate Code section 16461(c) (an "Accounting") to a beneficiary and if that beneficiary fails to provide the Trustee with a written objection to that Accounting within 180 days of the beneficiary's receipt of that Accounting, the beneficiary shall be barred from asserting any claim against the trustee regarding an item that is adequately disclosed in the Accounting.

13.15 Effect of Notice to Trustee. Until the Trustee has received written notice of any birth, death, marriage, or other event on which the right to receive distributions from this trust might depend, the Trustee shall be free from liability to any beneficiary for any distribution made in good faith as though that event had not occurred.

13.16 Exculpatory Provisions. The Trustee shall not be liable for any exercise or failure to exercise any discretion granted him under this agreement as long as that exercise or failure to exercise is made in good faith. No successor Trustee shall be liable for any acts of misfeasance or malfeasance committed by any predecessor. No successor Trustee shall have any duty to investigate the acts of any predecessor Trustee.

13.17 Resignation of Trustee. Any Trustee may resign at any time by sending notice of his resignation, by United States mail and with postage paid, to the persons then entitled to receive trust income at their most recently furnished addresses, and the resignation shall take effect on the thirty-first day after the date the notice was mailed or upon written acceptance by the successor Trustee, whichever occurs sooner. In the case of a corporate Trustee, an affidavit of any officer of the corporate Trustee shall be conclusive evidence of the date the notice was mailed.

13.18 Waiver of Bond. No bond shall be required of any individual Trustee regardless of how appointed.

13.19 Compensation of Trustee. The Settlor shall not be entitled to any compensation for services rendered as Trustee. Any other Trustee shall be entitled to reasonable compensation for all services rendered by him, including services connected with terminating or revoking, wholly or partly, any trust created by this agreement. This compensation shall be paid wholly from principal or wholly from income or partly from both as the Trustee deems proper.

13.20 Restrictions on Exercise of Discretion by Trustee. No Trustee shall exercise any power, authority, or discretion otherwise granted to the Trustee in this agreement if that power, authority, or discretion would cause that Trustee to be treated as having a general power of appointment under section 2041 of the Code. The restriction in the preceding sentence shall not apply with respect to any trust (or portion of a trust) at any time when a person who is serving as a Trustee also has the power, exercisable in a non-fiduciary capacity, to withdraw the assets of that trust (or that portion of a trust). Any power, authority, or discretion that the Trustee is prohibited from exercising pursuant to the provisions of this paragraph shall be exercisable by any acting Trustees who are not so prohibited or, if there are none, shall not be exercisable.

13.21 Powers of the Trustee. To achieve the purposes of any trust that this agreement creates and subject to any limitations stated elsewhere in it, the Trustee is vested with the following powers in addition to those now or hereafter conferred by law. The enumeration of certain powers of the Trustee shall not limit his general powers. Subject to his fiduciary

obligations, the Trustee shall be vested with and shall have all the rights, powers, and privileges that would be had by an absolute owner of the property of the trust.

A. Holding Existing Property. To continue to hold any property, including shares of a corporate Trustee's own stock, and to operate, at the risk of the trust, any business that the Trustee receives or acquires under this agreement for as long as he deems advisable. The Trustee is expressly authorized to buy or otherwise acquire unproductive property.

B. Managing and Disposing of Trust Property. To manage, control, grant options on, sell for cash or on deferred payments, lease, convey, exchange, partition, divide, subdivide, improve, and repair any property of the trust; to grant terms effective during or extending beyond the term of the trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; to enter into community oil leases and pooling and unitization agreements; to create restrictions, easements, and other servitudes; to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; and to institute, compromise, and defend actions and proceedings.

C. Investment Powers. To invest and reinvest the trust principal and income, if accumulated, and to use it to buy or otherwise acquire every kind of property and to make every kind of investment, whether or not authorized by law for the investment of trust funds, specifically including but not limited to interest-bearing accounts; corporate obligations of every kind; stocks, preferred or common, including stock of any corporate Trustee; listed put and call options; mortgage participations; shares of investment trusts; investment companies; mutual funds; common trust funds including funds administered by any Trustee; general partnerships; limited partnerships (as either a general or limited partner); joint ventures; limited liability companies; unincorporated business enterprises; income interests in assets; and remainder interests in assets. The Trustee shall have the right to invest in any common or commingled trust funds operated and controlled by a corporate Trustee, such investment to conform with the provisions of and any amendments to the documents establishing any such common trust fund.

D. Power to Form and Operate Business Entities. To form and operate any business entity permitted by law; to incorporate any business in any state; to enter into any shareholders' agreement, general or limited partnership agreement, limited liability company operating agreement, or other entity agreement; to become and remain a shareholder, partner, or member under any such agreement; to transfer to a corporation, partnership, limited liability company, or other entity any real or personal assets of the trust estate in exchange for an interest in that business entity; to carry out all the terms and conditions of any shareholders' agreement, partnership agreement, limited liability operating agreement, or other entity agreement; to convert any general partnership interest to a limited partnership interest, or any existing interest into an interest in a different entity structure; to serve as a manager of a limited liability company, a general partner of a partnership, or in a similar management or risk position in any other entity. The Trustee shall have the preceding powers even if the Trustee is also a shareholder of the corporation, a partner of the partnership, a member of the limited liability

company, or other owner of an interest in an entity, or an officer, director, managing partner, manager, or similar office in a corporation, partnership, limited liability company, or other entity, in the Trustee's individual capacity, as Trustee, or in another fiduciary capacity.

E. Borrowing Powers. To borrow money for any trust purpose on terms the Trustee deems proper and to obligate the trust for repayment; to obligate or use the trust estate as a guarantee for the debts of the Settlor; to guarantee and pay any loan or other indebtedness, and otherwise perform the contractual or other obligations, of the Settlor or of any Business Entity in which the Settlor or the trust owns, directly or through one or more intermediaries, including through other Business Entities, an interest of any kind, including but not limited to an interest as a shareholder, partner, limited partner, member, or beneficiary; and in so borrowing, obligating, or guaranteeing, to encumber the trust or any trust property by mortgage, deed of trust, pledge, or other means, using whatever procedures he deems advisable to consummate any such transaction. As used in this paragraph, "Business Entity" means any corporation, partnership, limited partnership, limited liability company, trust, or other entity that is engaged in any business activity or that holds any property (real or personal) for investment purposes.

F. Loans from Trustee. To advance funds, on which he may charge interest at fair and reasonable rates, to the trust for any trust purpose; to receive, for any such loans, security in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust; and to be reimbursed from principal or income for any loss or expense incurred because of his owning or holding any property in the trust.

G. Loans of Trust Assets. To lend trust assets on such terms and conditions as the Trustee deems appropriate. Except as otherwise provided in this paragraph, the Trustee shall not lend trust assets without adequate interest and security. Despite anything in the preceding sentence to the contrary, the Trustee shall have the power to lend the assets of a trust to any income beneficiary of that trust, without adequate interest or security, if the Trustee would otherwise be permitted to distribute those assets to that beneficiary. Despite anything in the second sentence of this paragraph to the contrary, the Trustee, in the Trustee's discretion, shall have the power to lend the assets of a trust, without adequate security, to any income beneficiary of that trust or to any descendant of an income beneficiary of that trust. The Trustee is expressly authorized to loan (with or without security) the funds of the trust to the executor or administrator of the Settlor's estate on the terms and conditions, and at the fair and reasonable rate of interest, that the executor or administrator and the Trustee agree on. For purposes of this paragraph, adequate interest shall mean interest at not less than the applicable federal rate then in effect under section 1274(d) of the Code (or successor provision).

H. Rights in Securities. To have all the rights, powers, and privileges of an owner with respect to securities held in the trust, including but not limited to the power to vote, give proxies, and pay assessments and other sums the Trustee deems necessary to protect the trust property; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, in so participating, to deposit securities with and

transfer title to any protective or other committee on terms the Trustee deems advisable; to exercise or sell stock subscriptions or conversion rights; and to accept and retain as an investment any securities or other property received through exercising any of the foregoing powers, regardless of any limitations elsewhere in this agreement on investments by the Trustee.

I. Security Margin Accounts. To buy, sell, and trade in securities of any nature, including short sales, on margin, and for any such purposes to maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by the Trustee with such brokers as securities for loans and advances made to the Trustee.

J. Distributions in Kind. To partition, allot, and distribute (pro rata or otherwise) the trust property in kind, including undivided interests in any property, or partly in money and partly in kind, upon any division or partial or final distribution of the trust and to sell its property as the Trustee deems necessary in making any such divisions or distributions.

K. Equalizing Income Payments. To budget the estimated annual income and expenses of the trust in a manner that equalizes, as far as practicable, periodic income payments to beneficiaries.

L. Equalizing Tax Benefits. To take any action and make any election to minimize the tax liabilities of the trust and its beneficiaries and to allocate the consequent benefits among the various beneficiaries; and to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, so as to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one or more beneficiaries over any others.

M. Paying Beneficiary's Death Taxes. To pay from the trust, and to allocate between income and principal, any inheritance, estate, or other death taxes occasioned by the death of any beneficiary of the trust and any generation-skipping transfer taxes resulting from any taxable termination with respect to the trust, such payments and allocations to be made to the extent that such taxes are attributable to the trust or any part of it.

N. Life Insurance. To purchase life insurance policies on the life of any person and to exercise all rights of ownership and control contained in those policies, including the right to enter into split-dollar arrangements.

O. Insuring Trust Property. To carry, at the expense of the trust, the kinds and amounts of insurance that the Trustee deems advisable to protect the trust and himself against any hazard.

P. Litigation and Settlements. To commence or defend, at the expense of the trust, litigation concerning it or any of its property as the Trustee deems advisable and, in

pursuing such action, to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

Q. Power to Disclaim Interests in Property. To disclaim (to the extent that the law permits a Trustee to do so) any interest in property that the Settlor could have disclaimed had the Settlor been living at the time of the disclaimer. The Trustee shall not be liable to the Settlor's estate or to any person as a result of disclaiming or failing to disclaim any interest in property as long as that disclaimer or failure to disclaim is made in good faith.

R. Power to Distribute Assets to Settlor's Probate Estate. To distribute trust assets (including post-death income) to the Settlor's probate estate as a beneficiary of this trust.

ARTICLE 14 -- MISCELLANEOUS PROVISIONS

14.1 "Children" and "Descendants" Defined. For the purposes of this agreement, "children" means the blood lineal descendants in the first degree of the parent designated and "descendants" means the blood lineal descendants in any degree of the ancestor designated, and the terms shall include persons born both before and after this agreement is signed. If, however, a person has been adopted while under the age of 21 years, that person and his descendants shall be considered descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. Any child in the process of being legally adopted at the time an adopting parent dies shall be considered adopted if subsequently legally adopted by the deceased's surviving spouse.

14.2 "The Code" Defined. As used in this agreement, "the Code" means the Internal Revenue Code of 1986, as amended.

14.3 "Inclusion Ratio" Defined. As used in this agreement, "Inclusion Ratio" means the inclusion ratio for federal generation-skipping transfer tax purposes, as defined in section 2642 of the Code.

14.4 "Income beneficiary" Defined. For purposes of this agreement, an income beneficiary shall be any beneficiary to whom the Trustee is required or authorized to distribute income or principal, or both, at the time with respect to which the determination of income beneficiaries is being made. During any period of administration following the occurrence of an event that results in the termination of a trust, the income beneficiaries shall be those persons who are entitled to receive distributions from that terminating trust or who are the income beneficiaries of any successor trust created upon the termination of that terminating trust.

14.5 Number and Gender. Wherever appropriate in this agreement, terms in the singular form shall include the plural (and vice versa) and any gender form shall include all others.

14.6 Captions. The captions in this agreement are included for convenience only and are not to be used in construing or interpreting its provisions.

14.7 Governing Law. This agreement shall be governed by and construed according to the laws of California.

14.8 Ownership Designation of Assets. Unless some other designation is required, the ownership designation for assets contributed to this trust shall be "Daryl J. Zapata as Trustee, or the successor Trustee or Trustees, u/a/d September 18, 2019, as amended, creating the Daryl J. Zapata Revocable Trust."

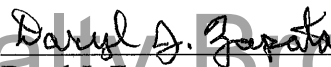
BY THEIR SIGNATURES BELOW, the undersigned have executed this agreement on September 18, 2019.

SETTLOR

TRUSTEE



Daryl J. Zapata,
Settlor



Daryl J. Zapata,
Trustee

Texas Royalty Brokers

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

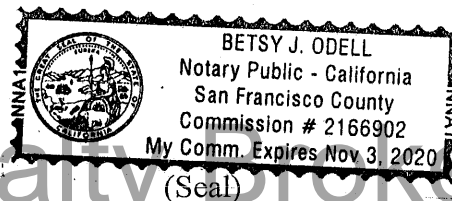
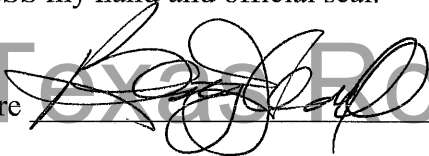
STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On September 18, 2019, before me, Betsy J. Odell, Notary Public (here insert name and title of the officer) personally appeared Daryl J. Zapata, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/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.

Signature



(Seal)

Texas Royalty Brokers

GENERAL ASSIGNMENT

The undersigned hereby assigns all his jewelry, silver, books, pictures, paintings, objets d'art, automobiles, household furnishings and furniture, clothes, other personal effects; all cash, securities, and other intangible personal property of any kind whatsoever; and all real property of any kind whatsoever; that he may now or hereafter possess to Daryl J. Zapata as Trustee, or the successor Trustee or Trustees, u/a/d September 18, 2019, as amended, creating the Daryl J. Zapata Revocable Trust.

Dated: September 18, 2019

Daryl J. Zapata
Daryl J. Zapata

Texas Royalty Brokers

Texas Royalty Brokers