

DUPLICATE

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain 30-year Lease Agreement entered into with James N. Routh, (LESSEE), dated December 16, 1985 and filed in the Office of the City Clerk as Document RR 264699 hereby consents to the Assignment of the Lease Agreement to James N. Routh and Anita Routh, Trustees of the Routh Family Trust.

(ASSIGNEE) in accordance with the terms and conditions set out in the attached Assignment of Lease Agreement and entered into by Lessee and said Assignee, dated February 20, 1991 and in accordance with additional conditions as follows: None.

THE CITY OF SAN DIEGO

Dated: 8/20/91

By: [Signature]
Property Director

APPROVED as form and legality this 15 day of August, 1991.

JOHN W. WITT, City Attorney

By: [Signature]
Deputy City Attorney

DOCUMENT NO. 264699 - 1

FILED August 23, 1991
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

RECEIVED
CITY CLERK'S OFFICE

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SAN DIEGO, CALIF.

THE ROUTH FAMILY TRUST

ESTABLISHED

December 15, 1981

JAMES N. ROUTH

and

ANITA ROUTH

TRUSTEE

RECITALS

This Declaration of Trust is entered into by and between JAMES N. ROUTH and ANITA ROUTH, husband and wife, hereinafter referred to as the "Trustors", and JAMES N. ROUTH and ANITA ROUTH, hereinafter collectively referred to as the "Trustee," in order to establish a trust for the purposes and under the terms and conditions hereinafter set forth.

The Trustors have conveyed, transferred, assigned, and/or delivered to the Trustee, without consideration, all of their right, title and interest in and to the property described on Schedule "I" attached hereto and made a part hereof, and have caused or will cause the Trustee to be named as beneficiary of certain policies of life insurance described on Schedule "II" attached hereto and made a part hereof. The property described on Schedules "I" and "II" and any other property which may be transferred to or received by the Trustee to be held under the terms of this trust, is designated as the "Trust Estate."

The property transferred to the trust is acknowledged by the Trustors to be their community property and such property and any community property subsequently added to the trust and the proceeds thereof shall remain the community property of the Trustors subject however to the provisions of this trust. If separate property of a Trustor is subsequently added to the trust, it shall be segregated and separately identified, and will retain its character as such Trustor's separate property.

ACCEPTANCE

The undersigned, Assignee named in the foregoing Assignment hereby accept said Assignment and hereby agree with and for the benefit of the Lessor, under the Lease described in said Agreement, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Lease on the part of the Lessee therein to be kept and performed, to all intents and purposes as though the undersigned Assignee were the original Lessee thereunder.

DATED: Feb. 20, 1990

James N. Routh Trustee
JAMES N. ROUTH, Trustee of The Routh
Family Trust established December 15,
1981

Anita Routh Trustee
ANITA ROUTH, Trustee of The Routh
Family Trust established December 15,
1981

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On February 20, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES N. ROUTH and ANITA ROUTH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument and acknowledged that they executed it.

WITNESS my hand and official seal.

Laura J. Cathers
Notary Public in and for
Said County and State



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

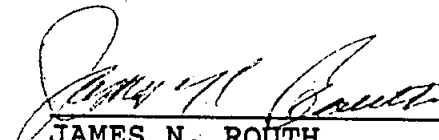
EDITH M. DOYLE,
Attorney at Law
3151 Airway Ave., Suite G-2
Costa Mesa, California 92626

ASSIGNMENT OF LEASEHOLD

FOR VALUABLE CONSIDERATION, receipt of which is hereby
acknowledged, the undersigned hereby transfers and assigns to
JAMES N. ROUTH and ANITA ROUTH, Trustees of The Routh Family Trust
established December 15, 1981, all of his right, title, and interest
in and to that certain lease dated November 13, 1984, between the
CITY OF SAN DIEGO, CALIFORNIA, and JAMES N. ROUTH, with respect to
the property described as follows, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE.

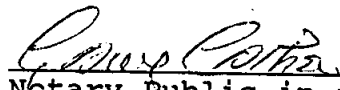
DATED: FEB 20, 1990


JAMES N. ROUTH

STATE OF CALIFORNIA)
COUNTY OF San Diego) ss.

On February 20, 1990, before me, the undersigned, a
Notary Public in and for said State, personally appeared JAMES N.
ROUTH, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to
this instrument and acknowledged that he executed it.

WITNESS my hand and official seal.


Notary Public in and for
Said County and State



ARTICLE I

RIGHTS RESERVED BY TRUSTORS

The Trustors specifically reserve the following rights and privileges:

A. Right to Add Property to Trust

The Trustors jointly, or either of them, or any other person, may from time to time, with the consent of the Trustee, add policies of insurance or other property, real, personal, or mixed, to the Trust Estate, or any part thereof, by deed, assignment, bequest or devise, and/or cause the Trustee to be named as beneficiary of certain policies of insurance or any profit-sharing, pension, compensation or other fund, and if so added, such property shall thereupon be subject in all respects to the terms and provisions hereof, in the same manner as if originally included hereunder.

B. Right to Amend or Revoke Trust

While both Trustors are alive, the community property included in the Trust Estate may be withdrawn in whole or in part by an instrument in writing signed by either of the Trustors and delivered to the Trustee. Any separate property included in the Trust Estate may similarly be withdrawn by the Trustor who contributed it to the trust. In the event of any such revocation, property which constitutes or is traceable to community property of the Trustors shall revert to both Trustors as their community property, and separate property so withdrawn shall revert to the Trustor who contributed it and shall constitute his separate property as if this trust had not been created.

Also during this period, the Trustors, acting together, shall have the full and unrestricted power to alter or amend this Agreement. Alteration or amendment of any term of this Agreement shall be by an instrument in writing signed by both of the Trustors. If any alteration or amendment has the effect of removing any property from the Trust Estate, the Trustee shall cause such property to be transferred to the person or persons in the manner provided hereinabove, as if the Trust Estate had been revoked.

C. Transfers to Others

The Trustors acting jointly may at any time direct the Trustee in writing to transfer property or sums of money from the Trust Estate to any other person or organization.

ARTICLE II

PROVISIONS REGARDING DISTRIBUTION OF INCOME AND PRINCIPAL

The Trustee shall apply and distribute the net income and principal of the Trust Estate in the following manner:

A. While Both Trustors Are Living

(1) Distributions

The Trustee shall pay to or for the use and benefit of the Trustors as their community property the entire net income from community property comprising the Trust Estate and shall distribute as community property such amounts of principal of such community property as shall be requested by either Trustor. The entire net income from separate property shall be paid to or for the use and benefit of the Trustor who contributed it to the trust and principal shall be distributed at his request.

(2) Incompetency

If at any time during their joint lifetime either Trustor should become incompetent or should for any other reason be unable to act on his own behalf, the Trustee may in its discretion pay to or apply for the benefit of such Trustor, or to the Trustor not disabled for the benefit of both, such amounts of net income and principal of the Trust Estate, (first from the community estate and then from such Trustor's separate estate) up to the whole thereof, as the Trustee may from time to time deem advisable to provide for his maintenance in health and reasonable comfort, in accordance with his accustomed standard of living, and to support those dependent on him, without regard to the Trustor's other means outside of this trust. Any income not so used shall be added to principal of the community or separate estate as the case may be.

B. Upon the Death of a Trustor

(1) Division Into Trust A, Trust B and Trust C

Upon the death of either Trustor, the Trustee shall divide the Trust Estate, including that received upon or by reason of the death of a Trustor, into three (3) separate trust shares to be designated Trust A, Trust B and Trust C. The surviving Trustor may at any time by written notice to the Trustee amend or revoke Trust A and withdraw all or any part of the assets therein. The surviving Trustor shall have no right to amend or revoke Trust B or Trust C (except to the limited extent of any power of appointment given to the surviving Trustor).

(a) There shall be allocated to Trust A the following:

The surviving Trustor's vested interest in the community property and the surviving Trustor's separate property subject to the terms of this trust.

(b) There shall be allocated to Trust B the following:

An amount equal to the maximum marital deduction allowable to the deceased Trustor's estate for federal estate tax purposes, reduced by (i) the aggregate amount of marital deductions, if any, allowed for interests in property passing or which have passed to the surviving Trustor otherwise than by the terms of this paragraph, and (ii) the amount, if any required to increase the Trustor's taxable estate for federal estate tax purposes to the largest amount which, after taking into account all provisions of the Internal Revenue Code of 1954, as amended, applicable to such Trustor's estate, would result in no federal estate tax being payable with respect to such estate. If the death of the first Trustor to die occurs after December 31, 1981, the preceding sentence shall be deleted in its entirety and the allocation under this subparagraph (b) shall be the following:

The deceased Trustor's interest in the Trust Estate (other than the deceased Trustor's interest in proceeds from qualified employee benefit plans exempt by election or otherwise from federal estate taxation under

Section 2039 of the Internal Revenue Code of 1954 as amended, if such proceeds are or become an asset of the Trust Estate) reduced by the amount required to increase such Trustor's taxable estate for federal estate tax purposes to the largest amount which, after taking into account all provisions of the Internal Revenue Code of 1954, as amended, applicable to such Trustor's estate, would eliminate entirely (or reduce to the maximum extent possible) any federal estate tax with respect to such estate.

The Trustee shall satisfy this allocation to Trust B in cash or kind, or partly in each, only with assets eligible for the federal estate tax marital deduction. Assets allocated in kind shall be deemed to satisfy this amount on the basis of their values at the date or dates of allocation. For purposes of this Section, if the order of the Trustors' deaths cannot be established by proof, then ANITA ROUTH shall in all events be deemed to have survived. The Trustee is authorized to allocate property to this trust prior to the final determination of federal estate taxes, with allocation being made upon such information as is then available to the Trustee. The Trustee may thereafter from time to time adjust properties between Trust B and Trust C when and if it is determined that the allocation should have been made differently. This gift shall vest in the Trustor's surviving spouse immediately upon the Trustor's death.

It is the Trustors' intention to have Trust B qualify for the unlimited marital deduction under Section 403(a) of The Economic Recovery Tax Act of 1981. In no event shall the Trustee take any action or have any power that will impair the marital deduction, and all provisions regarding Trust B shall be interpreted to conform to this primary objective.

Notwithstanding the foregoing, if the surviving Trustor does not survive the deceased Trustor by one hundred eighty (180) days, the allocation to Trust B shall be reduced by the lesser of the amount allocated to Trust B or a sum equal to one-half (1/2) of the amount by which the value of the surviving Trustor's taxable estate for federal estate tax purposes would exceed (but for this change) the value of the deceased Trustor's taxable estate for federal estate tax purposes (but for this change).

Notwithstanding the foregoing if and only if the death of the first Trustor to die occurs before January 1, 1982, the property allocated to Trust B shall be allocated to Trust A to be held and distributed as hereinafter provided.

(c) There shall be allocated to Trust C the following:

All of the trust property, including property received on or by reason of the death of the Trustor, that is not required to be placed in Trust A or B by the preceding provisions.

(d) In no event shall the allocation to Trust C from the deceased Trustor's interest in the Trust Estate be less than the amount paid by the Trustee under Part M of Article V and the amount of the deceased Trustor's interest in proceeds from qualified employee benefit plans exempt from federal estate taxation that were or became an asset of the Trust Estate.

(2) Trust A

The net income from Trust A shall be paid in monthly or other convenient installments, to or for the benefit of the surviving Trustor during the remainder of his life. If for any reason said surviving Trustor needs funds for his proper support, medical attention, comfort, recreation or happiness, the Trustee in its discretion may distribute to such surviving Trustor or for his benefit at any time or times so much of the principal of Trust A up to the whole thereof as the Trustee deems proper for such purposes. Upon the death of the surviving Trustor, all of the remainder of Trust A (to the extent not effectively appointed as provided hereinbelow) shall be held and administered as provided hereinafter.

(3) Trust B

The net income from Trust B shall be paid in monthly or other convenient installments, but in no event less frequently than in annual installments, to or for the benefit of the surviving Trustor during the remainder of his lifetime. The Trustee shall also pay to or apply for his benefit all or such part of the principal of Trust B as the Trustee, in its discretion, shall deem necessary for his

support in the manner of living to which he is accustomed at the time of the death of the other Trustor, taking into consideration the size of the Trust B estate and considering his income from sources outside of this trust of which the Trustee has actual knowledge. Upon the death of the surviving Trustor, income accrued or undistributed shall be paid to his estate and all of the remainder of Trust B (to the extent not effectively appointed) shall be held and administered as provided hereinafter.

(4) Trust C

The Trustee shall pay to or apply for the benefit of the surviving Trustor, during his lifetime, so much of the net income and principal of the Trust C estate as the Trustee, in its discretion, shall deem necessary for his support in the manner of living to which he is accustomed at the time of the death of the other Trustor, taking into consideration the size of the Trust C estate and considering his income from sources outside of this trust of which the Trustee has actual knowledge. Income not so paid or applied shall be added to principal of the Trust C estate at the end of each calendar year. The Trustee shall exercise the powers hereinabove conferred in a liberal manner and the rights of remaindermen shall be considered of secondary importance.

Notwithstanding the foregoing, if JAMES N. ROUTH is the first Trustor to die, and if LOUIS LUDOVIC is then living, the Trustee shall pay to or apply for his benefit from the Trust C estate, during his lifetime, an amount equal to Three Hundred Dollars (\$300.00) per month.

(5) Withdrawal Rights

In addition to any other payments to which the surviving Trustor may be entitled under these provisions, the Trustee shall pay to him during his lifetime, from the principal of the Trust B estate and the Trust C estate, such amounts as he may request in writing, during the month of December of each year, not to exceed in such month the greater of the following amounts: Five Thousand Dollars (\$5,000.00) or five percent (5%) of the combined value of the principal of Trust B and Trust C, determined as of the end of the calendar year. Such payments shall be charged proportionately to Trust B and

Trust C relative to their values as determined hereunder at the end of the calendar year. These rights of withdrawal are noncumulative, so that if the surviving Trustor does not withdraw, during the month of December, the full amount to which he is entitled under this provision, his right to withdraw the amount not withdrawn shall lapse at the end of that calendar year.

(6) Special Power of Appointment

The surviving Trustor shall have the limited power to amend or direct the distribution of Trust A and Trust C, during his lifetime or as of his death, and Trust B as of his death only, by written instrument delivered to the Trustee during his lifetime (if such a power so exercised is intended to take effect at death, it shall be governed by the last written instrument delivered to the Trustee during the survivor's lifetime) to or for the benefit of DYANNE MARIE ROUTH and her then living issue. The surviving Trustor may appoint outright or in trust (including altering the provisions of Part C of this trust as they may affect such limited group) and create new powers of appointment in or for the benefit of any of the objects of this power. This limited power shall not under any circumstances be exercisable in favor of the surviving Trustor, his estate, his creditors, the creditors of his estate, nor for the purpose of discharging any legal obligation of such person.

C. Upon the Death of the Surviving Trustor

(1) Separate Shares

Upon the death of the surviving Trustor, any property received upon or by reason of the death of the surviving Trustor shall be allocated to Trust A. To the extent not effectively appointed, the Trust A, Trust B and Trust C estates shall be combined and divided into two (2) equal shares. One such share shall be known as the DYANNE MARIE ROUTH Trust, and the other such share shall be known as the GLENNA COLLEEN KENNEDY Trust, such trusts to be held as follows:

(2) DYANNE MARIE ROUTH Trust

If DYANNE MARIE ROUTH is living at the time of death of the surviving Trustor, the DYANNE MARIE ROUTH Trust shall be distributed to her, free of trust. If

she is not then living, such trust shall be distributed to her then living issue on the principle of representation. If there are no then living issue, such trust shall be combined with the GLENNA COLLEEN KENNEDY Trust to be held and administered as hereinafter provided.

(3) GLENNA COLLEEN KENNEDY Trust

If GLENNA COLLEEN KENNEDY is living at the time of the death of the surviving Trustor, the Trustee shall pay to or apply for her benefit, during her lifetime, so much of the net income and principal of the GLENNA COLLEEN KENNEDY Trust as the Trustee, in its discretion, shall deem necessary for her support in the manner of living to which she is accustomed at the time of death of the surviving Trustor, taking into consideration the size of the GLENNA COLLEEN KENNEDY Trust Estate and considering her income from sources outside of this trust of which the Trustee has actual knowledge. Notwithstanding the foregoing, if JUNE DENTON is living at the time of death of the surviving Trustor, the Trustee shall pay to or apply for her benefit an amount equal to Six Hundred Dollars (\$600.00) per month, so long as she is living, and if LOUIS LUDOVIC is living at the time of death of the surviving Trustor, the Trustee shall pay to or apply for his benefit an amount equal to Three Hundred Dollars (\$300.00) per month for so long as he is living. Upon the death of the survivor of JUNE DENTON and LOUIS LUDOVIC, the GLENNA COLLEEN KENNEDY Trust shall be distributed to GLENNA COLLEEN KENNEDY, free of trust, if she is then living. If she is not then living, the remainder of the GLENNA COLLEEN KENNEDY Trust shall be divided into equal shares and distributed free of trust to those of the following persons who are then living: DEBBIE KENNEDY, DEAN KENNEDY, JAMES KENNEDY, LORI KENNEDY and MELODY KENNEDY.

(4) Distribution to Persons Under Age Twenty-One

If, at any time, any share or part of the Trust Estate should become distributable under the foregoing provisions to a person who is under the age of twenty-one (21) years (other than by exercise of a power of appointment granted herein), then notwithstanding the foregoing provisions, the Trustee shall hold and administer such person's vested share or part of a share of the Trust Estate for such person's benefit and shall pay to such person or apply for

his benefit so much of the net income and principal from his share as the Trustee shall deem necessary for his reasonable maintenance and education, adding undistributed income to principal. In exercising the discretion herein given, the Trustee shall take into consideration such person's other means and the ability of anyone legally obligated to provide for him. When any such person shall attain the age of twenty-one (21) years, the remainder of his share shall be distributed to him and, in case of his death prior thereto, his share shall be distributed to his estate.

(5) Distribution If No Issue

If at the time of the surviving Trustor's death or at any time before full distribution of the Trust Estate all issue of the Trustors' marriage are deceased and no other disposition of the property is directed by this trust, or by the exercise of a power of appointment, then the Trust Estate or the portion of it remaining shall be distributed one-half (1/2) to the heirs of JAMES N. ROUTH and one-half (1/2) to the heirs of ANITA ROUTH both classes of heirs to be then determined according to the laws of California in force at the date of such termination relating to the succession of separate property not acquired from a predeceased spouse, parent or grandparent.

ARTICLE III

SUCCESSOR TRUSTEE

JAMES N. ROUTH and ANITA ROUTH have been named as Trustee hereof. If either of said persons is unable or unwilling to serve as Trustee, then the other shall serve alone as sole Trustee. If both of said individuals are unable or unwilling to serve as Trustee, then DYANNE MARIE ROUTH and JOHN JAY WALSH shall serve as Co-Trustees hereof. If either of said persons is unable or unwilling to serve, then the other shall serve as sole Trustee. If all of said persons are unable or unwilling to serve, then DEBBIE KENNEDY and DEAN KENNEDY shall serve as Co-Trustees hereof, but if either of said persons is unable or unwilling to serve, then the other shall serve as sole Trustee hereof.

Notwithstanding the foregoing, the surviving Trustor as long as he is living and competent to act, and thereafter DYANNE MARIE ROUTH, for so long as competent to act, shall have the power to remove any Trustee or Co-Trustee acting or appointed hereunder and appoint any person or corporation, qualified to conduct a trust business in any jurisdiction, as a successor Trustee or Co-Trustee. The removal of an acting Trustee shall be evidenced by delivery to such Trustee of a written notice of such removal, a written appointment of the successor Trustee, and its acceptance of the trust in writing. Upon delivery of such instruments to the Trustee to be removed, it shall, after deducting all charges and amounts due it as such Trustee, and upon receipt of such proper indemnity as it may require, transfer and deliver the Trust Estate together with an accounting for all acts affecting the trust since the date of any prior accounting to the successor Trustee, and thereafter the Trustee so removed shall have no further powers, discretions, rights, obligations or duties with reference to the Trust Estate, and all such powers, discretions, rights, obligations and duties of the Trustee so removed shall inure to and be binding upon such successor Trustee.

Any successor Trustee shall succeed to all title to the property of the Trust Estate and all powers, rights, discretions, obligations and immunities of the Trustee

hereunder with the same effect as though such successor had been originally named as Trustee.

A successor Trustee shall not be responsible to the beneficiaries or to the Trust Estate for the acts or omissions of a former Trustee in its administration of the Trust Estate and a successor Trustee shall not be required to audit or investigate the acts or administration of any former Trustee; nor, unless requested in writing so to do by a person having a present or future beneficial interest under this trust, shall it have any duty to take action to obtain redress for breach of trust by a former Trustee.

The accountability or responsibility of a successor Trustee shall be limited to those assets or properties title to which was in the prior Trustee at the date on which the successor Trustee assumed its trusteeship and are either delivered into the possession of the successor Trustee or the existence of which are known to the successor Trustee.

The successor Trustee may receive from all of the current beneficiaries of the trust who are competent to act, instruments in writing releasing the Trustee from liabilities which may have arisen from the acts or omissions of a former Trustee, and such instruments shall be conclusive as to all parties, born or unborn, who may have an interest in the trust.

(7) To participate in foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements, voting trusts, assent to corporate sales and other acts and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable;

(8) To hold securities or other property in its own name or in the name of a depositor, a company, or its nominee, without disclosing any fiduciary relation, including maintenance of "street name" accounts with brokers;

(9) To procure and carry at the expense of the Trust Estate insurance of such kind and in such form and amount as the Trustee deems advisable to protect the Trustee and the Trust Estate against any hazard or liability to be carried as an expense of the Trust Estate;

(10) To borrow money for any trust purpose; hypothecate the Trust Estate or any part thereof and replace, renew and extend any encumbrance thereon, upon such terms, conditions and security as may be determined by the Trustee; to pay loans or other obligations of the Trust Estate, as the Trustee in its discretion deems advisable; with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability; and to guarantee loans acquired by a Trustor individually, or by a corporation in which the Trustors have a majority interest;

(11) To deduct, retain, extend and pay out of any money belonging to the trust any and all necessary and proper expenses in connection with the operation and conduct of the trust including (but not by way of limitation) reasonable attorneys' fees, accountants' fees, investment counsel fees and the like and to pay all taxes, insurance premiums and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against the trust;

(12) To engage in business with the property of the trust as a sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership;

(13) To employ and pay any custodian, investment advisor or any other agents to assist the Trustee in the administration of the Trust. If investment counsel is retained, the Trustee may abide by the decision of the counsel and shall not be held liable or otherwise surcharged for losses directly attributable to investments made on the advice of independent counsel. During the period independent counsel is retained, the Trustee shall not be required to conduct reviews of trust investments, and it shall not be required to take action with respect to trust investments unless it receives written instructions from the investment counsel;

(14) To act hereunder through an agent or attorney-in-fact, or by or under a power of attorney duly executed by the Trustee, in carrying out any of the powers and duties herein authorized;

2. (15) To buy and sell listed options and/or sell covered or backed options and repurchase same;

2. (16) During the lifetime of the Trustors, but only with their consent or the consent of the surviving Trustor, to buy, sell and trade in securities of any nature (including "short" sales) on margin, and to buy, sell and trade in commodities, and for such purposes to maintain and operate margin accounts and other accounts with brokers, and to pledge all securities held or purchased, with such brokers as security for loans and advances made to the Trustee.

The enumeration of certain powers of the Trustee shall not limit the Trustee's general or implied powers. Notwithstanding anything contained in this document to the contrary, the Trustee's powers with regard to community property during the joint lifetimes of the Trustors shall be no more extensive than those possessed by a husband

or wife under California law. Nothing in the preceding sentence shall be construed to prohibit the Trustee from conveying any trust property, real or personal, in accordance with the provisions of the trust without the consent of the Trustors or either of them as provided in California Civil Code Section 5113.5.

B. Retention of Assets and Receipt of Other Properties

The Trustee may hold and retain any securities, properties or other investments, including life insurance on the life of a beneficiary, and continue to hold, manage and operate any property, business or enterprise received or acquired at any time hereunder, as long as in its discretion it elects to do so, the profits or losses therefrom, if any, to inure to or be chargeable against the Trust Estate and not the Trustee. The Trustee may receive from any source additional properties acceptable to it for addition to the Trust Estate, or if the Trust Estate has been divided into shares, for addition to one or more of such shares. The foregoing notwithstanding, however, the surviving Trustor shall have the power to direct the Trustee to make the property held in Trusts A and B productive or to convert promptly any unproductive part to productive property.

C. Investment Powers

In investing, reinvesting, purchasing, acquiring, exchanging and selling property for the benefit of this Trust, the Trustee shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standard, the Trustee is authorized to acquire every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, including stock of a Trustee, shares or other evidences of participation in regulated mutual investment companies, common trust funds, life insurance and annuities on the life of or for the benefit of a beneficiary, which men of prudence, discretion and intelligence would acquire for their own account.

D. Principal and Income

Except as otherwise specifically provided herein, the determination of all matters relating to what is income or principal and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the law of the State of California then in effect. In all instances in which such provisions do not resolve questions relating to principal and income, the Trustee shall determine the same in its discretion subject to its fiduciary obligations. While a Trustor or a Trustor's spouse is a beneficiary of any trust established hereunder the Trustee shall resolve such questions in favor of such Trustor or spouse, such person being the primary and absolutely preferred beneficiary. During the joint lifetime of the Trustors, the Trustee shall not be required to allocate receipts and disbursements between income and principal, and during such period of time, unless the Trustee elects otherwise, all receipts collected by the Trust shall be deemed principal and expenses shall be charged to principal.

Notwithstanding the foregoing, the Trustee shall: (1) Allocate to principal all dividends or other payments made by any corporation or mutual investment company that are designated by the company as a distribution of capital gains; (2) Where a premium has been paid or a discount received in connection with the purchase of a bond, amortize such premium or discount by making an appropriate charge or credit to income as the case may be; and (3) Charge income from time to time with a reasonable reserve for (a) depreciation of all income-producing depreciable real or personal property and capital improvements and extraordinary repairs on income-producing property, (b) depletion of all depletable natural resources; and (c) all intangible property having a limited economic life. Such allocations and charges need not be made, however, if written consents are obtained from all income beneficiaries and remaindermen, vested and contingent, living and competent to act. In addition, the Trustee may, with the consent of all income beneficiaries, charge expenses (such as Trustee's fees) solely to income.

sary to ease the financial burden on such guardian of the person of any minor beneficiary or other suitable individual with whom such beneficiary resides, and on such guardian's family, resulting from such beneficiary's presence in such guardian's household.

F. Compromise of Claims

The Trustee may, at its option, at any time, in connection with its management of the Trust Estate or the collection of any moneys due or payable to it as Trustee hereunder, compromise or abandon any claims existing in favor of or against the Trust Estate; to commence or defend, at the expense of the trust, such litigation with respect to the Trust Estate as the Trustee may deem advisable.

G. Trustee's Advances

The Trustee may loan or advance its own funds for any trust purpose to this trust, said loans or advances to bear interest at the then current rate from date of advancement until paid and, together with interest, to constitute a first lien upon the entire Trust Estate until paid.

H. Division and Distribution in Kind

Upon any division of the Trust Estate into separate shares or trusts and upon any distribution of income or principal, the Trustee may apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner and at such valuations as the Trustee in its discretion deems advisable. Any distribution or division in kind may be made, in the Trustee's discretion and subject to its fiduciary obligation, on either a pro rata or non-pro rata basis so long as the respective assets allocated or distributed have equivalent or proportionate fair market value. The Trustee may sell such property as it deems necessary to make any such division or distribution. After any division of the Trust Estate, the Trustee may make joint investments with funds from some or all of the several shares or trusts.

I. Partial Termination by Trustee

In the event that the share or separate trust held for any beneficiary entitled to income from this trust has, at any time, in the opinion of the Trustee (other than a Trustee who is also the income beneficiary), a fair market value of Twenty Thousand Dollars (\$20,000.00) or less, the Trustee may, in its discretion, but is not required to, terminate such trust and, regardless of the age of such income beneficiary, distribute the principal and any accrued or undistributed net income thereon to such income beneficiary, or to his guardian, conservator or other fiduciary.

J. Transactions with Other Trusts or the Estate of a Trustor

The Trustee may purchase assets from, sell assets at fair market value to, borrow money from or loan money (with adequate security and interest) to (1) the estate of a deceased Trustor, or (2) another trust established by a Trustor, or engage in such transactions between separate trusts established hereunder. The terms of such transactions shall be solely within the discretion of the Trustee, and the Trustee shall incur no liability with regard thereto.

K. Budget Income and Expenses

The Trustee shall have the power to budget the estimated annual income and expenses of the trust in such manner as to equalize as far as possible periodic income payments to beneficiaries.

L. Taxes

Except as otherwise provided, taxes shall be paid and charged by the Trustee as follows:

(1) Upon the death of any beneficiary, excluding a Trustor, in which case specific provision is made hereinafter, any estate, inheritance, succession or other death taxes, duties, charges or assessments, together with interest, penalties, costs, trustees' compensation and attorneys' fees, which shall become due by reason of the Trust Estate or any interest therein being includible for such tax purposes, may be paid by the Trustee from the Trust Estate, unless other adequate provision shall have been made

payment of all taxes due upon or by reason of such person's death; or (4) avoid adverse tax consequences which may arise by reason of such action such as creating a "disposition" which would adversely affect an election available for Federal Estate Tax purposes.

In determining what is a reasonable period of time, due consideration shall be given to the period of time required for final determination of Federal Estate Taxes and State Inheritance Taxes, and in any event a delay until the Federal Estate Tax return has been filed and State Inheritance Tax has been established shall be deemed reasonable.

When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this trust in the absence of this paragraph, and all rights given to the beneficiaries of such trust assets under other provisions of this instrument shall be deemed to have accrued and vested as of such prescribed time.

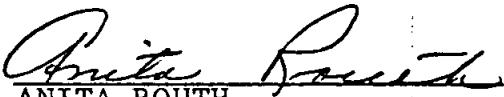
Notwithstanding the foregoing, however, this provision shall not be construed in any way which would adversely affect the qualification of a trust for the federal estate tax marital deduction. Any trust intended for such qualification shall vest immediately in the income beneficiary thereof, and such beneficiary shall possess all rights therein from the date of the Trustor's death.

J. Final Termination and Distribution

Unless terminated at an earlier date under the provisions hereof, each trust established hereunder shall terminate at the expiration of twenty-one (21) years after the death of the last to die of the beneficiaries in being on the date this trust is established. In case of such termination the Trust Estate shall be distributed to the then income beneficiaries in the same proportions as they are at the time of termination entitled to receive the income. If at the time of such 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 entitled or authorized, in the Trustee's discretion, to receive trust payments.

IN WITNESS WHEREOF, the Trustors and the Trustee
have executed this Trust Agreement on the 15th day of
December, 1981.

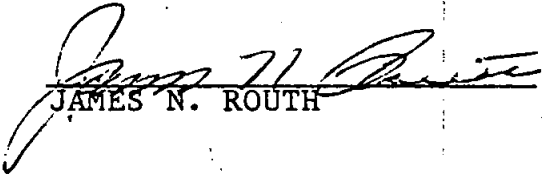

JAMES N. ROUTH


ANITA ROUTH

Trustors

Approved this 15th day of
December, 1981.

PAUL, HASTINGS, JANOFSKY
& WALKER


JAMES N. ROUTH


ANITA ROUTH

Trustee

By

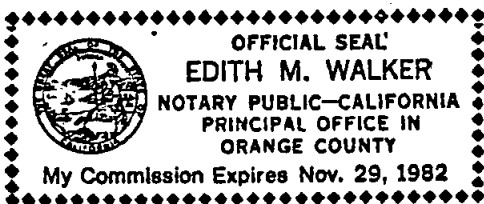

Edith M. Walker

Attorneys for Trustors

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On December 15, 1981, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared JAMES N. ROUTH and ANITA ROUTH, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.



Edith M. Walker
Notary Public in and for said
County and State