

1132
RECORDED AT THE REQUEST OF:
Title Insurance and Trust Company
TITLE INSURANCE AND TRUST
WHEN RECORDED, RETURN TO:
Robert J. Berton
Procopio, Cory, Hargreaves
and Savitch
530 B Street, Suite 1900
San Diego, California 92101
8001 441-590-04; 760-102

82-115054

RECORDED IN
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CA.

1982 APR 23 AM 8:00

VERA L. LYLE
COUNTY RECORDER

RF	/ -
MG	/ -
LF	-

MEMORANDUM OF LEASE AGREEMENT

Reference is hereby made to that certain "FLAT RATE LEASE" wherein:

1. The LESSOR is "THE CITY OF SAN DIEGO;"
2. The LESSEE is "KATHRYN CRAKE, dba TRILAND DEVELOPMENT COMPANY;"
3. The TERM is 55 years commencing October 25, 1978;
4. The ASSIGNEE-LESSEE of said Lease ever since January 15, 1982, has been and now is MATTHEW C. STRAUSS; and
5. The LEASED PREMISES is that parcel of real property shown on Exhibit A attached hereto and made a part hereof as the triangular shaped parcel located on Kurtz Street and designated as "SUBJECT PROPERTY," as furthermore described in Exhibit B attached hereto. Said Lease is in force, and the provisions thereof are on file as Document No. 764812, filed October 25, 1978, in the Office of the City Clerk of the City of San Diego, California.

IN WITNESS WHEREOF the LESSOR, LESSEE and ASSIGNEE-LESSEE have signed below.

THE CITY OF SAN DIEGO

Dated: 3-30-82

By [Signature]
Deputy City Manager

Dated: March 24, 1982

[Signature]
Kathryn Crake, dba Triland
Development Company

Dated: MARCH 10, 1982

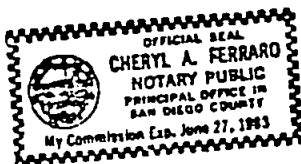
[Signature]
Matthew C. Strauss

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.:

On MARCH 30, 1982, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, appeared J. P. FCWLER, kno to be the Deputy City Manager of The City of San

municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, in the County of San Diego, State of California, the day and year in this certificate first above written.

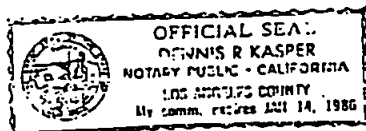


Cheryl A. Ferraro
Notary Public in and for San
Diego County, State of
California

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.:

On March 24, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KATHRYN CRAKE, dba Triland Development Company, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

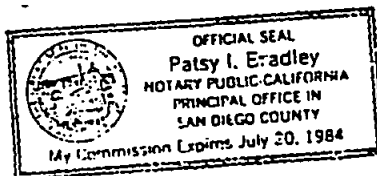
WITNESS my hand and official seal.



Dennis R. Kasper
Notary Public in and for said
County, State of California

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.:

On March 10 1982, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MATTHEW C. STRAUSS, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.



Patsy I. Bradley
Notary Public in and for San
Diego County, State of
California

17
EXHIBIT "A"

THAT PORTION OF PUEBLO LOT 259 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY AND KNOWN AS MISCELLANEOUS MAP NO. 36, DESCRIBED AS FOLLOWS:

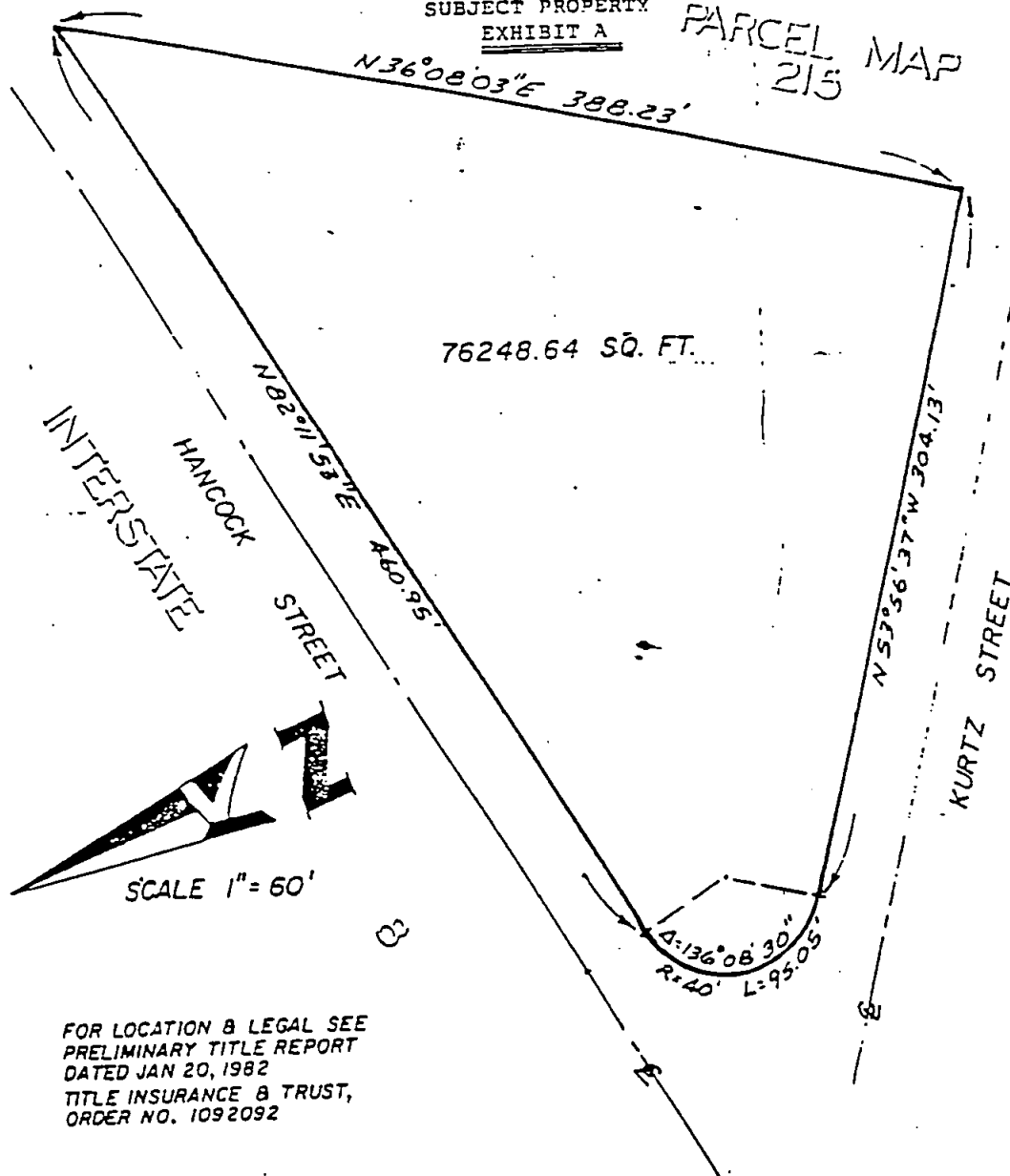
BEGINNING AT A POINT IN THE SOUTHERLY LINE OF HANCOCK STREET, AS DESCRIBED IN PARCEL NO. 1 OF RESOLUTION NO. 197563 OF THE CITY OF SAN DIEGO, A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED JULY 30, 1969 AS DOCUMENT NO. 137836 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, SAID POINT BEING THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE SOUTHEASTERLY LINE OF P. L. 259 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AS MISCELLANEOUS MAP NO. 36, THENCE ALONG SAID SOUTHERLY LINE, SOUTH $82^{\circ}11'53''$ WEST 460.92 FEET (RECORD SOUTH $82^{\circ}42'42''$ WEST 460.91 FEET) TO POINT "A" OF SAID PARCEL NO. 1, SAID POINT BEING ON THE NORTHEASTERLY LINE OF KURTZ STREET, AS DESCRIBED IN PARCEL NO. 2 OF SAID RESOLUTION NO. 197563 OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHEASTERLY LINE ON A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40 FEET THROUGH AN ANGLE OF $136^{\circ}07'53''$ AN ARC DISTANCE OF 95.04 FEET (RECORD 95.06 FEET); THENCE ALONG THE NORTHEASTERLY LINE OF SAID KURTZ STREET, SOUTH $53^{\circ}56'00''$ EAST 304.02 FEET TO THE SOUTHEASTERLY LINE OF SAID P. L. 259; THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH $36^{\circ}08'53''$ EAST 388.26 FEET TO THE POINT OF BEGINNING.

THIS IS A REA CERTIFICATION PLAT USED
ON MONUMENTS FOUND IN FIELD ON
FEBRUARY 23, 1982.

1734

SUBJECT PROPERTY
EXHIBIT A

PARCEL
215 MAP



FOR LOCATION & LEGAL SEE
PRELIMINARY TITLE REPORT
DATED JAN 20, 1982
TITLE INSURANCE & TRUST,
ORDER NO. 1092092

James I. Draper
JAMES I. DRAPER
R.C.E. 29121

KAPPA SURVEYING & ENGINEERING INC.
7400 EL CAJON BLVD. SUITE 215
LA MESA, CA. 92041 PHONE 465-894
JOB NO. 59E2-7681

PIERCE LOT 250

ASSIGNMENT AND ASSUMPTION OF LEASE
AND
CONSENT TO ASSIGNMENT

THE CITY OF SAN DIEGO, a Municipal Corporation ("City"), and KATHRYN CRAKE, d.b.a. TRILAND DEVELOPMENT COMPANY ("Assignor") and MATTHEW C. STRAUSS ("Assignee"), agree as follows:

1. Assignor hereby assigns to Assignee all its rights, title and interest in and to that certain Lease Agreement executed October 25, 1978, between City and Assignor and filed October 23, 1978, in the Office of the County Clerk of the City of San Diego as Document 764812.
2. Assignee hereby assumes all obligations of Assignor and Lessee under said Lease Agreement and agrees to keep and perform all covenants, conditions and provisions of said Lease Agreement.
3. City hereby consents to the aforesaid assignment and hereby releases, discharges and acquits Assignor of and from any obligations and liabilities of whatever kind or nature arising from or in connection with said Lease Agreement.
4. This Agreement shall be effective upon the date of execution by the City.

CITY OF SAN DIEGO

Dated 15 JAN 1982 By [Signature]
City Manager

ASSIGNOR: KATHRYN CRAKE d.b.a.
TRILAND DEVELOPMENT COMPANY

Dated January 12, 1982 By [Signature]
Kathryn Crake

ASSIGNEE: MATTHEW C. STRAUSS

Dated January 12, 1982 By [Signature]
Matthew C. Strauss

APPROVED as to form and legality 19 day of January, 1982.

JOHN W. WITT, CITY ATTORNEY

By [Signature]
Deputy

DOCUMENT NO. 768397
JAN 22 1982
FILED
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

ASSIGNMENT AND ASSUMPTION OF LEASE
AND
CONSENT TO ASSIGNMENT

THE CITY OF SAN DIEGO, a Municipal Corporation ("City"), and
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3. City hereby consents to the aforesaid assignment and hereby releases, discharges and acquits Assignor of and from any obligations and liabilities of whatever kind or nature arising from or in connection with said Lease Agreement.

STATE OF CALIFORNIA, }
COUNTY OF San Diego } SS.

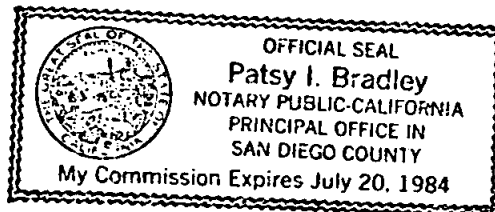
On January 12, 1982 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Matthew C. Strauss,
personally known to me to be the person whose name is subscribed
to the within Instrument, as a Witness thereto, who being by me
duly sworn, deposes and says:

That he resides in San Diego, Ca, and that
he was present and saw Matthew C. Strauss,
personally known to me to be the same person described in
and whose name is subscribed to the within and annexed
Instrument as Part thereto, execute and deliver the same,
and has acknowledged to said affiant that he executed
the same; and that said affiant subscribed has name
thereto as a Witness.

Signature Patsy I. Bradley

Name (Typed or Printed)
Notary Public in and for said County and State

FOR NOTARY SEAL OR STAMP

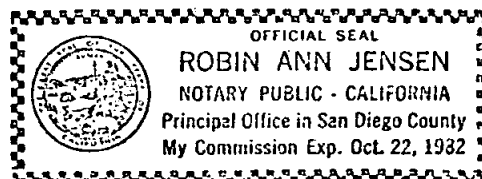


On _____
State, personally appeared Kathryn Crake

_____, known to me
to be the person whose name is subscribed
to the within instrument and acknowledged that she
executed the same.

WITNESS my hand and official seal.

Signature Robin Ann Jensen



(This area for official notarial seal)

THE STRAUSS FAMILY TRUST DATED JUNE 5, 1992

CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	RECITALS AND TRUST PROPERTY	1
2	DISTRIBUTION OF INCOME AND PRINCIPAL	2
	2.1 While Both Settlers Are Living	2
	2.2 Division On Death Of One Settlor	2
	2.3 Trust A	5
	2.4 Trust B	6
	2.5 Trust C	7
	2.6 Trust D	8
	2.7 Trust E	8
	2.8 Trust G	9
	2.9 Use Of Residential Property By Surviving Spouse	10
	2.10 Administration After Death Of Surviving Spouse	10
	2.11 Trusts For Children	12
	2.12 Trusts For Grandchildren	13
	2.13 Distribution If Settlers And All Issue Deceased	14
	2.14 Shares Distributable To Young Persons	14
	2.15 Instructions For Trusts Holding Shares Of S Corporation Stock	14
3	REVOCATION AND AMENDMENT	16
4	PROVISIONS RELATING TO TRUSTEE	17
5	ADMINISTRATIVE POWERS OF TRUSTEE	20
6	LIMITATIONS ON POWERS OF TRUSTEE	24
7	GENERAL PROVISIONS	25
8	GENERATION-SKIPPING TAX PROVISIONS	30

*pg 3 -
16 not
included*

THE STRAUSS FAMILY TRUST

DECLARATION OF TRUST DATED JUNE 5, 1992

Matthew C. Strauss and Iris Lynn Strauss declare that they, as Settlers, have transferred and delivered to themselves as Co-Trustees, in Trust, the property described in Exhibit A attached to this instrument.

ARTICLE 1

RECITALS AND TRUST PROPERTY

1.1 Trust Estate. Property subject to this instrument is referred to as the "trust estate" and shall be held, administered, and distributed in accordance with this instrument.

1.2 Community Property. All community property of the Settlers transferred to the Trustee, and all income, proceeds, and reinvestments thereof, shall remain and retain its character as community property.

1.3 Settlers. The Settlers are married and are sometimes referred to as "Husband" and "Wife," respectively. The first of the Settlers to die is called the "Deceased-Spouse" and the survivor of the Settlers is called the "Surviving Spouse."

1.4 Settlers' Children. The Settlers have three children now living whose names are

1.4.1 Steven M. Strauss,

1.4.2 Tamara Deanne Alter, and

1.4.3 Stefanie D. Weiss.

All references in this instrument to "the Settlers' children" or any similar references are to the children named in this Section.

1.5 Settlers' Grandchildren. The Settlers have six grandchildren now living whose names are

1.5.1 Brandon Alter,

1.5.2 Grant Alter,

1.5.3 Cameron Weiss,

1.5.4 Daniel Weiss,

1.5.5 Alexandra Weiss, and

1.5.6 Naomi Strauss.

All references in this instrument to "the Settlers' grandchildren" or any similar references are to the grandchildren named in this section and any grandchildren of them born hereafter.

ARTICLE 2

DISTRIBUTION OF INCOME AND PRINCIPAL

2.1 While Both Settlers Are Living. During the joint lifetimes of the Settlers, the income and principal of the trust estate shall be distributed as follows:

2.1.1 Discretionary Distributions. Income of the trust shall be added to principal, and the Trustee shall pay to or apply for the benefit of the Settlers, or either of them, such amounts out of the trust estate as the Trustee in the Trustee's discretion deems appropriate for the Settlers' care, support, comfort, and welfare.

2.1.2 Community Property. Payments to the Settlers, or either of them, of income or of principal from the community property included in the trust estate shall be for the account of the community, and the Settlor receiving payments shall have the same duty to use such community income and principal for the benefit of the Settlers as he or she has with respect to any other community property.

2.2 Division On Death Of One Settlor. On the death of the Deceased Spouse, the Settlor shall divide the trust estate (including any additions made to the trust by reason of the death of the Deceased Spouse, such as by Will or life insurance policy) into shares as follows:

2.2.1 Survivor's Share To Trust A. The survivor's share shall consist of the Surviving Spouse's interest in the Settlers' community property and the Surviving Spouse's separate property, if any, included in or added to the trust estate in any manner, including any undistributed or accrued income on it. The survivor's share shall be held, administered, and distributed in accordance with the provisions of Trust A set forth below.

2.2.2 Estate Tax Exemption Equivalent Share To Trust B. The estate tax exemption equivalent share shall consist of the maximum pecuniary amount which can be allocated to a trust that does not qualify for the marital deduction without causing any (or causing no more than the minimum possible) federal estate tax at the death of the Deceased Spouse.

2.16.1 After the death of the survivor of the Settlers, notwithstanding the previous portions of this Section 2.16, the large scale sculptures shall be donated to a museum selected by the then living children of the Settlers, but only on the condition that said museum create and agree to maintain a sculpture garden in honor of Settlers.

ARTICLE 3

REVOCATION AND AMENDMENT

3.1 Revocation During Settlers' Joint Lifetimes. During the joint lifetimes of the Settlers, either of the Settlers may revoke the trust in whole or in part with respect to community property and with respect to separate property, if any, contributed by the revoking Settlor. Revocation shall be made by written instrument delivered to the Trustee and the other Settlor. On revocation, the Trustee shall deliver to the Settlers all or the designated portion of the community property trust assets, which shall continue to be the community property of the Settlers and shall be held and administered as community property. On revocation with respect to separate property, the Trustee shall deliver to the contributing Settlor all or the designated portion of that property.

3.2 Amendment During Settlers' Joint Lifetimes. The Settlers may at any time during their joint lifetimes amend any of the terms of this instrument by written instrument delivered to the Trustee. No amendment may substantially increase the duties or liabilities of the Trustee without the Trustee's consent.

3.3 Revocation And Amendment By Surviving Spouse. After the death of the Deceased Spouse, the Surviving Spouse may by written instrument delivered to the Trustee amend or revoke Trust A in whole or in part. On revocation of Trust A, all or the designated portion of the assets shall be delivered to the Surviving Spouse. No amendment may substantially increase the duties or liabilities of the Trustee without the Trustee's consent.

3.4 Irrevocability Of Trusts. After the death of the Deceased Spouse, each trust created under this instrument except Trust A shall be irrevocable and may not be amended or terminated, except by distributions made pursuant to this instrument. After the death of the Surviving Spouse, Trust A shall be irrevocable and may not be amended or terminated, except by distributions made pursuant to this instrument.

3.5 Revocation And Amendment Under Power Of Attorney. The power of a Settlor to revoke any trust created under this instrument and to amend this instrument may be exercised on behalf of the Settlor by a person or persons pursuant to a power of attorney under the provisions of the Uniform Durable Power of Attorney Act.

ARTICLE 4

PROVISIONS RELATING TO TRUSTEE

4.1 Action By Matthew C. Strauss Or Iris Lynn Strauss As Trustees. While Matthew C. Strauss and Iris Lynn Strauss are acting as co-Trustees, any action taken by one of them as Trustee shall be binding on the trust estate and may be relied on by third parties.

4.2 First Successor Trustee. If Matthew C. Strauss or Iris Lynn Strauss shall for any reason cease to act as a co-Trustee, then the other shall be sole Trustee.

4.3 Subsequent Successor Trustee. If both Matthew C. Strauss and Iris Lynn Strauss shall for any reason cease to act as Trustee, the Successor Trustee shall be the first of the following persons (who are listed in order of priority) who is then able and willing to act:

Steven M. Strauss;
Tamara Alter and Stefanie Weiss, as co-Trustees;
The last of Tamara Deanne Alter and Stefanie D. Weiss
then able and willing to act;
The corporation designated pursuant to Section 4.4;
Northern Trust of California.

Any subsequent vacancy in the office of Trustee shall be filled by the first of the persons listed or provided for in this Section who is then able and willing to act.

4.4 Designation Of Successor Trustee. The power to designate the successor Trustee shall be held by: (a) the Settlers acting together, while both Settlers are living and neither is incompetent; (b) one of the Settlers acting with a child of the Settlers, if one Settlor is deceased or incompetent; and (c) the then living adult issue of the Settlers who are not incompetent, acting together, if both Settlers are deceased or incompetent. Designation of the successor Trustee shall be made by written notice to all persons then entitled to notice under Section 7.3 and to the designated successor Trustee. A designation may be made in advance of or after the occurrence of a vacancy in the office. A designation made in advance may be revoked at any time, prior to the assumption of office by the designated successor Trustee, by designation, pursuant to this Section, of a different successor Trustee.

4.5 Removal Of Trustee. The person or persons who from time to time have the power to designate the successor Trustee pursuant to Section 4.4 shall at the same time have the power to remove the Trustee then acting. Removal shall be effected by written notice to all persons then entitled to notice under Section 7.3 and the successor Trustee. After acceptance by the successor Trustee, the

removed Trustee shall promptly deliver all trust assets in its possession to the successor Trustee.

4.6 Incompetent. If a person acting as co-Trustee or Trustee becomes incompetent, such person shall cease to act. The Trustee shall give written notice thereof to such incompetent person and to all persons then entitled to notice under Section 7.3.

4.7 Resignation. Any co-Trustee or Trustee may resign at any time by giving written notice to the successor Trustee and to all persons then entitled to notice under Section 7.3. Resignation shall be effective upon written assumption of office by the successor Trustee. Notice of such assumption shall be given to the resigning Trustee and to all persons then entitled to notice under Section 7.3.

4.8 Exculpation Of Successor. No successor Trustee or co-Trustee shall be liable for any act, omission, or default of a predecessor Trustee. No successor Trustee or co-Trustee shall have any duty to investigate or review any action of a predecessor Trustee, and any successor Trustee or co-Trustee may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in any trust.

4.9 No Bond. No bond for the faithful performance of the Trustee's duties shall be required of any person (whether acting jointly or individually) specifically named in this instrument as Trustee nor, unless otherwise stated in the designation, of any person designated successor Trustee in the manner specified in this instrument.

4.10 Compensation. The Trustee (other than Matthew C. Strauss and Iris Lynn Strauss who shall receive no compensation for acting as Trustee) shall be entitled to reasonable compensation from time to time.

4.11 Trustee Defined. Except where the context indicates otherwise, the term "Trustee," as used in this instrument, shall mean the Trustee duly acting hereunder, whether initial or successor and whether one or more than one person is acting. All authority and powers, including discretionary powers, conferred on the Trustee shall be held by the initial Trustee and shall pass to all successors to the initial Trustee.

4.12 Co-Trustees. During any period in which two or more persons are acting as Trustee, the following provisions shall be applicable where the context admits:

4.12.1 A co-Trustee may delegate from time to time any part or all of the rights, powers, duties, and discretions granted to or imposed upon the co-Trustee by this instrument to his or her

co-Trustee by a writing delivered to the latter co-Trustee and with the consent of that co-Trustee.

4.12.2 Except as provided in Section 4.1 or when there shall have been a delegation pursuant to Section 4.12.1, co-Trustees shall act by unanimous action.

4.12.3 The co-Trustees may execute any written instrument or document in connection with the investment, administration, or distribution of the trust estate by signing one instrument or document or concurrent instruments or documents.

4.13 Special Trustee. After the death of the Deceased Spouse there shall be a Special Trustee.

4.13.1 The initial Special Trustee and any successor Special Trustee shall be the person designated pursuant to Sections 4.13.2 and 4.13.3.

4.13.2 The power to designate the Special Trustee shall be held by: (a) the Settlers acting together, while both Settlers are living and neither is incompetent; (b) one Settler, if one Settler is deceased or incompetent; (c) a majority of those then living and over the age of 18 and not incompetent of the senior generation of issue of the Settlers with members then living and not incompetent, acting with a majority of those then living and over the age of 18 and not incompetent of the next younger generation of issue of the Settlers with members then living and not incompetent, if both Settlers are deceased or incompetent and there are two generations of issue of the Settlers with members who are over the age of 18 and not incompetent; (d) a court of competent jurisdiction, if a designation is not otherwise made pursuant to this Section.

4.13.3 Designation of the successor Special Trustee, if not made by court order, shall be made by written instrument delivered to all persons then entitled to notice under Section 7.3 and to the designated successor Special Trustee. A designation may be made in advance of or after the occurrence of a vacancy in the office. A designation made in advance may be revoked at any time, prior to the assumption of office by the designated successor Special Trustee, by designation of a different successor Special Trustee. No issue of the Settlers shall be designated Special Trustee.

4.13.4 No bond shall be required of any person acting as Special Trustee.

4.13.5 Any Special Trustee may resign at any time by giving written notice to all persons then entitled to notice under Section 7.3.

4.13.6 If a person acting Special Trustee becomes incompetent, such person shall cease to act. The Trustee shall give written notice thereof to all persons then entitled to notice under Section 7.3.

4.13.7 The power to remove a Special Trustee designated other than by court order shall be held by the same persons empowered to designate a successor Special Trustee pursuant to Section 4.13.2; provided, however, that the issue of the Settlers, as described in clause (c) of Section 4.13.2, shall not have the power to remove the Special Trustee if such power, existing in conjunction with the power to designate the successor Special Trustee, would constitute a general power of appointment (for federal estate or gift tax purposes) on the part of any issue of the Settlers over the property of any trust created under this instrument.

4.13.8 The Special Trustee shall be entitled to compensation based upon the amount of time devoted to services performed.

4.13.9 The responsibilities of the Special Trustee shall be limited to those specifically provided in this instrument, and the Special Trustee shall not be concerned with any other aspect of trust administration.

4.13.10 The Special Trustee shall exercise its powers under this instrument in trust, by written instrument delivered to the Trustee.

4.13.11 The term "Special Trustee," as used in this instrument, shall mean any Special Trustee, whether original or successor, duly acting hereunder. All authority and powers, including discretionary powers, conferred on the Special Trustee shall be held by the original Special Trustee and shall pass to all successors to the original Special Trustee.

ARTICLE 5

ADMINISTRATIVE POWERS OF TRUSTEE

5.1 General. To carry out the purposes of any trust created under this instrument, and subject to any limitations stated elsewhere in this instrument, the Trustee is vested with the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law:

5.1.1 Retention Of Property. To continue to hold any property, including shares of stock of any Trustee under this instrument, received or acquired under the trust by the Trustee as long as the Trustee shall deem advisable.

5.1.2 Management And Disposition Of Property. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property.

5.1.3 Lease. To lease trust property for terms within or beyond the term of the trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

5.1.4 Borrow And Encumber. To borrow money, and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust or the joint debts of the trust and a co-owner of property in which the trust has an interest, or for a Settlor's debts; to guarantee a Settlor's debts.

5.1.5 Insurance. To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee shall deem advisable to protect the trust estate and the Trustee against any hazard.

5.1.6 Litigation. To commence or defend such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable, at the expense of the trust.

5.1.7 Settlement. To compromise or otherwise adjust any claims or litigation against or in favor of the trust.

5.1.8 Investment. To invest and reinvest the trust estate in 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, shares of investment trusts, investment companies, and mutual funds, and mortgage participations, notes, mortgages and deeds of trust, and any common trust fund administered by the Trustee, subject, however, to the provisions of Section 16040 of the California Probate Code.

5.1.9 Securities Management. To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not by way of limitation, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee considers advisable; and to exercise or sell stock subscription or conversion rights.

5.1.10 Title To Securities. To hold securities or other property in the Trustee's name as Trustee under this instru-

ment or in the name of a nominee; or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

5.2 Transactions With Probate. The Trustee is authorized to lend money to any person, including the probate estate of either Settlor, provided that any such loan shall be adequately secured and bear a reasonable rate of interest, and to purchase property at its fair market value from the probate estate of either Settlor.

5.3 Abandonment. The Trustee is authorized to abandon any property or interest in property belonging to the trust when, in the Trustee's discretion, such abandonment is in the best interests of the trust and its beneficiaries.

5.4 Transfers Between Trusts. The Trustee is authorized to make any fair, just, equitable, and reasonable sale or exchange between any trusts being administered under this instrument; but the consent of the Surviving Spouse shall be required during the lifetime of the Surviving Spouse.

5.5 Advances. The Trustee is authorized to advance money for the protection of the trust, and for all expenses, losses, and liabilities sustained in the administration of the trust or because of the holding or ownership of any trust assets, for which advances, with interest, the Trustee shall have a lien on the trust assets as against every beneficiary.

5.6 Securities Trading. The Trustee is authorized to buy, sell (including "short" sales), and trade in securities of any nature (including option contracts and commodity futures) for cash or on margin, and for such purpose to maintain and operate margin accounts with brokers; and to pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee.

5.7 Business. The Trustee is authorized to acquire (by investment or otherwise), to continue to hold, and to operate, at the risk of the trust estate, any business, partnership interest (general or limited), or capital stock of any corporation (including a closely held corporation). With respect to any business interest that may become a part of the trust estate, whether organized as a sole proprietorship, partnership, or corporation, the Trustee is authorized to dissolve, liquidate, or sell at the time and on the terms that the Trustee may deem advisable; to incorporate the business and hold the stock as an asset of the trust estate; to become or remain a partner in such business; to change the scope and nature of the business; to use the general assets of the trust estate for the purposes of the business; to borrow money for business purposes and pledge or encumber the assets of the business or the other assets of the trust estate to secure the loan; and to employ such officers, managers, employees, or agents as the Trustee may deem advisable in the management of such business, including

electing the Trustee (or directors, officers, or employees of the Trustee) to take part in the management of the business as director and officer.

5.8 Division On Distribution. In any case in which the Trustee is required, pursuant to the provisions of the trust, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's discretion, to partition, allot, and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, and to sell such property as the Trustee may deem appropriate to make division or distribution. In making any division or partial or final distribution of the trust estate, the Trustee shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated; but rather, the Trustee may, in the Trustee's discretion, make a non pro rata division between trusts or shares and non pro rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value. Allocation of assets in kind shall be on the basis of fair market value of the assets at the date of allocation or distribution.

5.9 In Kind Satisfaction Of Cash Gifts. The Trustee may satisfy any pecuniary gift in cash or in kind (including undivided interests in any property), or partly in each. Property allocated in kind shall be considered as having its value as of the date or dates of allocation.

5.10 Distributions To Young Persons. In the case of a beneficiary under age 25, the Trustee may in the Trustee's discretion distribute money or property, otherwise distributable to the beneficiary, to a person (selected by the Trustee) as custodian for the beneficiary until age 25 under the California Uniform Transfers to Minors Act.

5.11 Professional Assistance. The Trustee may employ, and compensate from the trust estate, any custodian, attorney accountant, auditor, investment counselor, expert, corporate fiduciary, or agent to advise or assist the Trustee in the administration of the trust. The Trustee may rely upon the advice given by professionals employed pursuant to this Section.

5.12 Enumerated Powers Not A Limit. The enumeration of certain powers of the Trustee shall not limit its general powers, the Trustee, subject always to the discharge of its fiduciary obligations, being vested with and having the rights, powers, and privileges which an absolute owner of the same property would have.

ARTICLE 6

LIMITATIONS ON POWERS OF TRUSTEE

6.1 Sensitive Trustee. Any provision in this instrument to the contrary notwithstanding, the following requirements shall be observed by the Trustee with respect to each trust then irrevocable during any period in which the Surviving Spouse is acting as Trustee:

6.1.1 A reasonable reserve for depreciation of all income-producing depreciable real and personal property, and capital improvements and extraordinary repairs on income producing property, shall be charged to income from time to time.

6.1.2 A reasonable reserve for depletion of all depletable natural resources, including, but not limited to, oil, gas, and mineral and timber property shall be charged to income from time to time.

6.1.3 Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal.

6.1.4 A reasonable reserve for amortization of all intangible property having a limited economic life including, but not limited to, patents and copyrights shall be charged to income from time to time.

6.1.5 All premiums paid and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income as the case may be.

6.2 No Discharge Of Legal Obligations. Any provision in this instrument to the contrary notwithstanding, income or principal of the trust estate shall not be used to discharge in whole or in part any person's legal obligation, from time to time existing, to support and educate the beneficiary of any trust created by this instrument. When determining the legal obligation of any person to support and educate any beneficiary, the existence of any trust created by this instrument and funds made available by it shall not be taken into consideration. This Section shall not apply during the joint lifetimes of the Settlers.

6.3 Principal And Income. Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this instrument or in the

California Revised Uniform Principal and Income Act shall be determined by the Trustee in the Trustee's discretion.

6.4 Marital Deduction Savings Clause. It is the intent of the Settlers that, if the Deceased Spouse's executor elects that property allocated to Trust C or Trust G be treated as qualified terminable interest property, the estate of the Deceased Spouse be entitled to a marital deduction for federal estate tax purposes for property allocated to Trust C and Trust G, respectively. All provisions of this instrument applicable to Trust C and Trust G shall be interpreted in a manner consistent with this objective. In no event shall the Trustee take any action or have any power which may prevent Trust C and Trust G from qualifying for such deduction.

6.5 Unproductive Property. This Section shall apply to Trust C, Trust E, and Trust G. The Surviving Spouse shall have the power to require the Trustee either to make the trust property productive of income or to sell the trust property and reinvest in productive property within a reasonable time.

ARTICLE 7

GENERAL PROVISIONS

7.1 Article And Section Defined. Each major division of this instrument is referred to as an "Article." A division of an Article is referred to as a "Section" (as an example, this is Section 7.1). Reference to a Section shall include all subsidiary Sections (as an example, reference to Section 2.2 shall include Sections 2.2.1, 2.2.2, etc.).

7.2 Titles Of Articles And Sections. The titles of the Articles and Sections of this instrument and the attached table of contents are for convenience of reference only and shall have no effect upon the interpretation of any part of this instrument.

7.3 Notice. Whenever notice is required to be given to "all persons then entitled to notice," such notice shall be given to the Trustee (if the Trustee is not the person giving the notice), all beneficiaries who are then entitled or authorized (in the Trustee's discretion) to receive distributions from the trust or trusts with respect to which the notice relates, and any guardian or conservator appointed for any such beneficiary. Any accounting or written notice under or in connection with this instrument may be given by personal service or by mail, postage thereon fully prepaid and addressed to the person at the address appearing on the books of the Trustee as the address of such person for the purpose of notice. Such address shall be the address given by the person to the Trustee for the purpose of notice or, if no such address has been given to the Trustee, the address determined by the Trustee to be most likely

to provide notice to such person. The failure to give notice as provided in this Section shall not invalidate the act of which notice was to be given.

7.4 Issue Defined. As used in this instrument, the term "issue" shall refer to lineal descendants of all degrees. Unless otherwise specifically provided, the terms "child," "children," and "issue" shall include persons adopted into the class who were minors at the time of adoption or who lived for at least five years during minority as a member of the household of the adoptive parent.

7.5 Gender And Number. As used in this instrument, the masculine, feminine, or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates.

7.6 Person Defined. As used in this instrument, the term "person" shall include an individual, corporation, organization, or other entity.

7.7 Incompetent Defined. A person shall conclusively be deemed to be incompetent for the purposes of this instrument if (a) a guardian or conservator of the person or estate, or both, of such person has been appointed by a court having jurisdiction over such matters, or (b) two licensed physicians have stated in writing that such person is unable to give prompt and intelligent consideration to financial matters.

7.8 Spouse Defined. References in this instrument to a person's "spouse" shall be construed for all purposes to mean only, from time to time during such person's lifetime, the individual, if any, who is such person's then lawfully married spouse (as determined by the laws of the jurisdiction in which such person then resides). The termination of a spouse's status as such solely by reason of the death of the person to whom he or she was married shall not, for the purposes of this instrument, cause him or her to cease being treated thereafter as such deceased person's spouse. In the event of the issuance of a court decree of annulment, divorce, dissolution, separation, or separate maintenance with respect to the marriage of a person and his or her spouse, such spouse (to whom such court decree refers) shall, for the purposes of this instrument, be deemed to have died as of the date on which such decree becomes effective.

7.9 Education Defined. Whenever provision is made to pay for the education of a beneficiary, the term "education" shall include vocational, college, and postgraduate study, so long as, in the Trustee's discretion, it is pursued to advantage by the beneficiary at an institution of the beneficiary's choice. In determining payments to be made to the beneficiary for such education, the Trustee shall consider the beneficiary's related living and traveling expenses.

7.10 Estate Taxes Defined. As used in this instrument, "estate taxes" shall include all estate, inheritance, succession, and other taxes, and all interest and penalties thereon, imposed by reason of death (other than any such tax on generation-skipping transfers and any additional tax imposed pursuant to Section 2032A(c) of the Internal Revenue Code) payable to any domestic or foreign taxing authority.

7.11 Internal Revenue Code Defined. As used in this instrument, the term "Internal Revenue Code" shall refer to the Internal Revenue Code of 1986, as amended from time to time, and to any successor statute to it.

7.12 Factors To Be Considered In Exercising Discretion With Respect To Payments. Unless the terms of the trust expressly provide otherwise, the Trustee, in making discretionary payments of principal or income pursuant to the provisions of a trust created under this instrument, shall, to the extent the Trustee deems advisable, take into account the income and other resources of the beneficiary known to the Trustee and reasonably available and the other means of support available to the beneficiary.

7.13 Periodic Distribution Of Income. Except when the distribution of income is discretionary with the Trustee, the net income of each trust created under this instrument shall be paid in monthly or other convenient installments, but not less frequently than quarter-annually, to or for the benefit of the person or persons entitled to such income.

7.14 Discretionary Payments From Trusts With More Than One Beneficiary. In the case of any trust having more than one beneficiary to whom payments may be made at any given time, the Trustee or Special Trustee, may in exercise of discretion granted under this instrument, pay more to or apply more for some of the beneficiaries than others and may make payments to or applications of benefits for one or more of the beneficiaries to the exclusion of others, if the Trustee considers this appropriate in the light of the circumstances. Any payment or application of benefits shall be charged against the trust as a whole, rather than against the ultimate distributive share of a beneficiary to whom or for whose benefit the payment is made.

7.15 Release Of Powers. The Trustee shall have the power to disclaim, release, or restrict the scope of any power the Trustee may hold in connection with the trusts or any trust under this instrument, whether the power is expressly granted in this instrument or implied by law. The Trustee shall exercise this power in a written instrument specifying the powers to be disclaimed, released, or restricted and the nature of any such restriction. A copy of such instrument shall be delivered to all persons then entitled to notice under Section 7.3 and to the person then named in, or designated pursuant to the terms of, this instrument as

successor Trustee. Any disclaimed or released power shall be exercised by the other person then acting as Trustee, or if there is none, by the person then named in, or designated pursuant to the terms of, this instrument as successor Trustee.

7.16 Exculpation Of Trustee. Unless the Trustee shall have received actual notice of the occurrence of an event affecting the beneficial interests of any trust created under this instrument, the Trustee shall not be liable to any beneficiary of the trust for distribution made as though the event had not occurred.

7.17 Deferral Of Distribution Or Division Of Trust Assets. Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on the death of one of the Settlers, the Trustee may, in the Trustee's discretion, defer such distribution or division until 6 months after the Settlor's death. 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 instrument in the absence of this Section, 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.

7.18 Alternate Valuation. Noting in this instrument shall be construed as limiting the discretion of the person required to file the federal estate tax return of the Deceased Spouse to make, where allowable, an election for federal estate tax purposes to value the estate of the Deceased Spouse on the date of death or pursuant to the alternate valuation method provided for by the Internal Revenue Code or pursuant to any other valuation provision of the Internal Revenue Code, provided that such valuation method or the use of such valuation provision is allowable in determining the marital deduction for federal estate tax purposes.

7.19 Third Persons Dealing With Trustee. No person dealing with the Trustee shall be obligated to see to the application of any moneys, securities, or other property paid or delivered to the Trustee, or to inquire into the expedience or propriety of any transaction or the authority of the Trustee to enter into and consummate the same upon such terms as the Trustee may deem advisable.

7.20 Undistributed Income At Termination Of Interest. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Except as otherwise provided in this instrument, income accrued or held undistributed by the Trustee at the termination of any estate or interest created under this instrument shall go to the next beneficiaries of the trust in proportion to their interests in it.

7.21 Allocation Of Expenses Among Successive Beneficiaries. Among successive beneficiaries of any trust, all taxes and other current expenses shall be considered to have been paid and charged to the period in which they were paid.

7.22 Spendthrift Clause. No interest of any beneficiary in income or principal of any trust under this instrument shall be subject to voluntary or involuntary transfer. This Section shall not apply to either of the Settlers nor to the Surviving Spouse.

7.23 Perpetuities Savings Clause. Unless sooner terminated in accordance with other provisions of this instrument, or the provisions of any trust created by the exercise of any power of appointment conferred by this instrument, each trust created under this instrument, and each trust created by the exercise of any such power of appointment, shall terminate 21 years after the death of the last survivor of the Settlers and of the Settlers' issue living on the date of death of the Deceased Spouse. The principal and undistributed income of a terminated trust shall be distributed to the then income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. If, at the time of this termination, the rights to income are not fixed by the terms of the trust, distribution under this Section shall be made, by right or representation, to the persons who are then entitled or authorized, in the Trustee's discretion, to receive distributions from the trust.

7.24 No Segregation Of Trusts. There need be no physical segregation or division of the various trusts created under this instrument except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

7.25 No Contest Clause. In the event any beneficiary under any trust created under this instrument, other than the Surviving Spouse, shall, singly or in conjunction with any other person or persons, contest in any court the validity of this instrument or of a deceased Settlor's Will, or seek to obtain an adjudication in any proceeding in any court that this instrument is void, or seek otherwise to void, nullify, or set aside this instrument then the right of that person to take any interest given to that person by this instrument shall be determined as if that person predeceased the execution of this instrument without issue surviving. The Trustee may defend, at the expense of the trust estate, any contest or other attack of any nature on these trusts.

7.26 Governing Law. The validity of this instrument and the construction of its beneficial provisions shall be governed by the laws of the State of California in force from time to time. This Section shall apply regardless of any change of residence of the Trustee or any beneficiary, or the appointment of a Trustee residing or doing business in another state.

7.27 Severability. If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

7.28 No Agreement Between Settlers. The Settlers have not made any agreement (other than this Declaration of Trust) controlling the disposition of the trust estate nor any agreement not to revoke this Declaration of Trust nor, except as otherwise provided in this instrument, any trust created under this instrument.

7.29 Assignment Of Assets Listed On Exhibit A. The execution of this instrument is intended to be an assignment of and is sufficient to vest title in the Trustee as to those assets listed on Exhibit A.

7.30 Trust Designation. The trust created under this instrument may be referred to as "THE STRAUSS FAMILY TRUST DATED JUNE 5, 1992 ."

ARTICLE 8

GENERATION-SKIPPING TAX PROVISIONS

8.1 Generation-Skipping Tax Defined. The term (or any reference to) "generation-skipping tax" in this instrument refers to the federal generation-skipping transfer tax under Chapter 13 of the Internal Revenue Code.

8.2 Generation-Skipping Exemption Defined. The term "generation-skipping exemption" in this instrument refers to the GST exemption provided for by Section 2631(a) of the Internal Revenue Code.

8.3 Trust Defined. References in this instrument to a "trust" or to "trusts" refer also to a separate share or shares of a trust, if appropriate to the context and to the Settlers' apparent objectives and if the shares will be "substantially separate and independent shares of different beneficiaries" entitled to be treated as separate trusts for generation-skipping purposes under Section 2654(b) of the Internal Revenue Code.

8.4 Executor Defined. In this instrument, and in the generation-skipping context generally, the term "executor" refers to the person or persons authorized by Internal Revenue Code provisions or Treasury regulations to make the transferor election for qualified terminable interest property under Section 2652(a)(3) of the Internal Revenue Code and to allocate the generation-skipping exemption.

8.5 Exempt And Nonexempt Defined. In this instrument, and in the generation-skipping context generally, the term "exempt" refers to property or a trust (or share) that has a generation-

skipping inclusion ratio of zero (that is, an applicable fraction for generation-skipping purposes of one). When reference is made to an "exempt trust" or to the "exempt portion" of certain property or of a trust, this is a reference to property or a trust that has or is to be established having an inclusion ratio of zero. The term "nonexempt portion" or the adjective "nonexempt" indicates property or a trust that has a generation-skipping inclusion ratio of one (that is, an applicable fraction of zero).

8.6 Payment of Generation-Skipping Tax. All generation-skipping tax attributable to a direct skip under this instrument occasioned by either Settlor's death, and with respect to which such Settlor is the transferor, shall be paid by the Trustee out of and charged against the property constituting the transfer as provided in Sections 2603(a)(3) and 2603(b) of the Internal Revenue Code. All generation-skipping tax attributable to a taxable distribution occurring with respect to any trust established under this instrument shall be paid by the transferee thereof as provided in Sections 2603(a)(1) and 2603(b) of the Internal Revenue Code. All generation-skipping tax attributable to a taxable termination occurring with respect to any trust established under this instrument shall be paid by the Trustee and charged against the property constituting the transfer as provided in Sections 2603(a)(2) and 2603(b) of the Internal Revenue Code.

8.7 Separation Into Exempt And Nonexempt Trusts. For each trust that is otherwise to be established (or that is in existence) under this instrument, if any generation-skipping exemption is allocated to property of that trust or to the "exempt portion" of that trust, the Trustee shall, unless the trust thereby has a generation-skipping inclusion ratio of zero, immediately establish two separate trusts so that each separate trust has a generation-skipping inclusion ratio of either zero (the exempt portion) or one (the nonexempt portion). This is to be accomplished by allocating to the nonexempt portion the minimum amount of property necessary to establish that trust with an exclusion ratio of one, while leaving the exempt portion with an inclusion ratio of zero.

8.8 Separated Trusts. Except as expressly provided in this instrument, when a trust otherwise to be established is divided under the foregoing provisions into exempt and nonexempt trusts or otherwise into multiple trusts: (a) each trust shall have the same provisions as the original trust from which it is established; and (b) references in this instrument to the original trust shall collectively refer to the separate trusts derived from it.

8.9 Combination Of Trusts And Property. Upon termination, partial termination, or other later subdivision or distribution of any of the separate trusts created by the provisions of this instrument, or when separate trusts are to be combined, the nonexempt (inclusion ratio of one) or exempt (zero inclusion ratio) generation-skipping character of the property of the trusts shall be

preserved. Accordingly, when property is to be added to or combined with the property of another trust or other trusts or when additional trusts are to be established from one or more sources, nonexempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions. If, for example, the terms of what would otherwise be one trust direct that, on termination (or on failure to exercise a power of appointment), trust property is to be added to another trust, the exempt property of a separate trust that had been derived from the terminating trust shall be added only to an exempt trust derived from the recipient trust; nonexempt property similarly shall be added only to a nonexempt recipient trust; and if no appropriate recipient trust exists for either exempt or nonexempt property, then a new trust of that character shall be established with the same terms and provisions as those of the trust that would otherwise receive that property under the original trust terms.

8.10 Authority Of Trustee To Combine Trusts. The Trustee of any trust shall have authority, in the Trustee's discretion, to combine that trust with any other trust or trusts having the same inclusion ratio (including trusts established, during life or at death, by either or both Settlers or by issue of the Settlers); and the Trustee may establish separate shares in the combined trust if and as needed to preserve the rights and protect the best interests of the various beneficiaries when the trusts being combined do not have identical terms or when separate shares are otherwise deemed desirable by the Trustee. Trusts with different inclusion ratios may also be combined in a trust, provided their inclusion ratios are maintained unchanged through substantially separate and independent shares of different beneficiaries under Section 2654(b) of the Internal Revenue Code. Similarly, the Trustee shall have discretionary authority to subdivide separate or separable shares of a single trust into separate trusts. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and their beneficiaries, present and future financial and other objectives of the trusts and beneficiaries, the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions.

8.11 Administration Of Trusts. It is the Settlers' intention to encourage the Trustee to administer separate trusts under this instrument in ways that, in the long run, are likely to reduce unnecessary income and transfer taxation among trusts and their beneficiaries and that are likely to make efficient utilization of available tax privileges, such as generation-skipping exemptions. Consistent with these objectives, the Trustee of any trust may

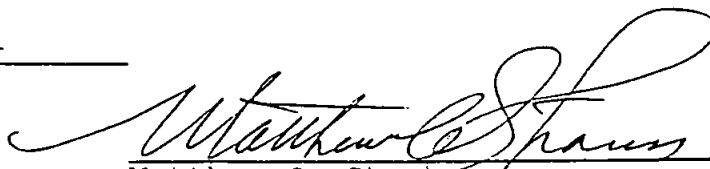
consult with other trustees and may in reasonable ways coordinate decisions and actions of the trust with those of other trusts under this instrument, under other dispositions made by the Settlers or either of them, and under wills and trusts of others when those other trusts have, in whole or in part, similar beneficiaries. Without limiting the foregoing, the Settlers authorize (but do not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on their generation-skipping ratios and to prefer making distributions from nonexempt trusts to beneficiaries who are non-skip persons, as defined in Section 26.13 of the Internal Revenue Code for generation-skipping purposes and from exempt trusts to those who are skip persons as defined in Section 26.13 of the Internal Revenue Code.

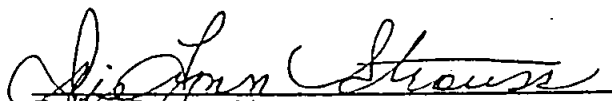
8.12 Prohibition. No person acting as executor or Trustee shall be authorized to make or participate in any generation-skipping election, allocation decision, or other action pursuant to this Article if power to do so would result in his or her having a general power of appointment (for federal estate and gift tax purposes) over property with respect to which he or she would not otherwise have such a general power of appointment; should this prohibition leave no executor or Trustee able to make such elections and allocation decisions, the office of executor or Trustee shall, for this limited purpose, be filled in the manner that any other vacancies in the office would be filled.

8.13 General Objective. All provisions of this instrument, except to the extent inconsistent with the marital deduction objectives of Trust A and Trust G or other transfer, shall be construed to provide for or at least to permit divisions, distributions, and administration of trusts and other dispositions in a timely manner consistent with the Settlers' objectives of efficiently using available generation-skipping exemptions and (to the extent possible) of establishing and maintaining only trusts (or substantially separate and independent shares) that have inclusion ratios either of zero or of one (and are thus either entirely exempt or entirely nonexempt).

Executed at San Diego, California.

Dated: June 5, 1992


Matthew C. Strauss


Iris Lynn Strauss

STATE OF CALIFORNIA

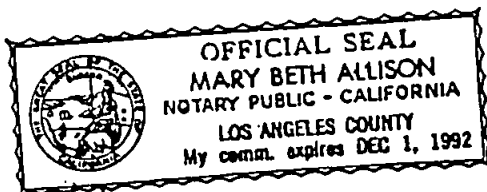
COUNTY OF SAN DIEGO

)
) ss.
)

On June 5, 1992, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Matthew C. Strauss and Iris Lynn Strauss, 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 to me that they executed it.

Mary Beth Allison

Notary Public in and for
the State of California



ASSIGNMENT AND ASSUMPTION OF LEASE
AND CONSENT TO ASSIGNMENT

THE CITY OF SAN DIEGO, a Municipal Corporation ("City"), and MATTHEW C. STRAUSS ("Assignor") and MATTHEW C. STRAUSS AND IRIS LYNN STRAUSS, CO-TRUSTEES OF THE STRAUSS FAMILY TRUST DATED JUNE 5, 1992 ("Assignee"), agree as follows:

1. Assignor hereby assigns to Assignee all its rights, title and interest in and to that certain Lease Agreement executed October 25, 1978, and filed October 23, 1978, in the Office of the County Clerk of the City of San Diego as Document 764812, and assigned to Assignor by Assignment dated January 19, 1982.
2. Assignee hereby assumes all obligations of Assignor and Lessee under said Lease Agreement and agrees to keep and perform all covenants, conditions and provisions of said Lease Agreement.
3. City hereby consents to the aforesaid assignment and hereby releases, discharges and acquits Assignor of and from any obligations and liabilities of whatever kind or nature arising from or in connection with said Lease Agreement.
4. This Agreement shall be effective upon the date of execution by the City.

Dated June 23, 1997

CITY OF SAN DIEGO

By Joe E. Vickers
City Manager

Dated June 13, 1997

ASSIGNOR: MATTHEW C. STRAUSS
By Matthew C. Strauss
Matthew C. Strauss

Dated June 13, 1997

ASSIGNEE: MATTHEW C. STRAUSS &
IRIS LYNN STRAUSS, TRUSTEES OF
THE STRAUSS FAMILY TRUST
DATED JUNE 5, 1997

By Matthew C. Strauss The
Matthew C. Strauss
By Iris Lynn Strauss FREE
Iris Lynn Strauss

Dated _____

APPROVED as to form and legality 23rd day of June, 1997

By W. L. J.
Deputy

GENERAL ACKNOWLEDGMENT

State of California

County of San Diego

On June 13, 1997 before me, Marisela Frausto, Notary Public
 personally appeared Matthew C. Strauss and Iris
Lynn Strauss

☒ personally known to me

or

☐ 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.



WITNESS my hand and official seal

Marisela Frausto

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Assignment and Assumption of Lease
 TITLE OR TYPE OF DOCUMENT
and Consent to Assignment

1
 NUMBER OF PAGES

June 13, 1997
 DATE OF DOCUMENT

City Manager
 SIGNER(S) OTHER THAN NAMED ABOVE

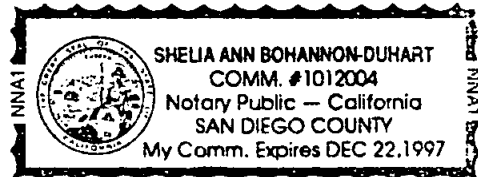
ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On June 23, 1997, before me, SHELIA ANN BOHANNON-DUHART,
the undersigned, a Notary Public in and for said State, personally appeared
JANE F. VICKERS, personally known to me ~~(or 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.

WITNESS my hand and official seal.

Shelia Ann Bohannon-Duhart
Signature of Notary Public



(This area for official notarial seal)