

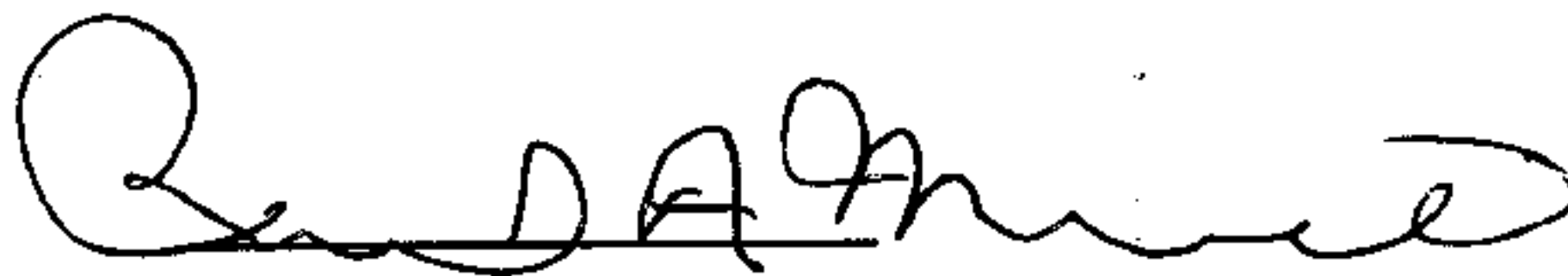
AFFIDAVIT OF RICHARD A. MUMALO and MICHAEL CHAKOS

RE: The Richard A. Mumalo Revocable Trust
 Dated November 6, 1990, as Amended by
 Amendment No. One dated March 7, 1996

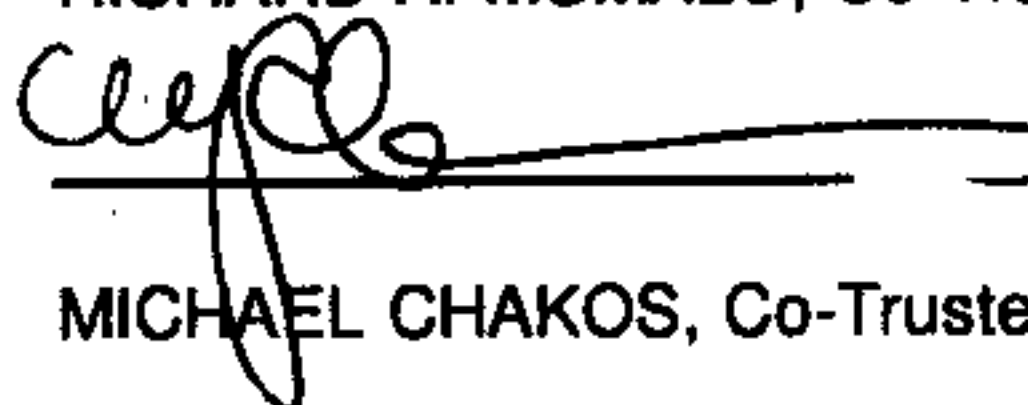
STATE OF ALABAMA)

JEFFERSON COUNTY)

We the undersigned, RICHARD A. MUMALO and MICHAEL CHAKOS, as CO-TRUSTEES of the RICHARD A. MUMALO REVOCABLE TRUST, hereby state that the foregoing Trust Agreement was executed on the 6th day of November 6, 1990, by us having entered into said Trust Agreement voluntarily and with full knowledge of the contents of said Trust Agreement and hereby acknowledge that the execution thereof was our free and informed act and with full power of revocation by us as the Donors/Trustees. We the undersigned, RICHARD A. MUMALO and MICHAEL CHAKOS, as CO-TRUSTEES of The Richard A. Mumalo Revocable Trust Dated November 6, 1990, as Amended by Amendment No. One dated March 7, 1996 have (1) hereunto re-executed and re-affirmed this Trust Agreement, (2) hereby state that the Original Trust Agreement and Amendment have not been revoked and or terminated and warrant that the Trust Agreement and Amendment are still in full force and effect and has not been further modified or amended as of this date (3) certify that the foregoing Trust Agreement consisting of 42 Pages and Amednement No. One consisting of 8 pages are a true and correct copy of the original on the 5 day of JAN, 1998



RICHARD A. MUMALO, Co-Trustee



MICHAEL CHAKOS, Co-Trustee

STATE OF ALABAMA}

JEFFERSON COUNTY}

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that, RICHARD A. MUMALO, whose name as Co-Trustees of The Richard A. Mumalo Revocable Trust Dated November 6, 1990, as Amended by Amendment No. One dated March 7, 1996, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such Co-Trustees and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and seal of office this 5th day of January,
19 98.


Notary Public
My Commission Expires: 5/29/99

STATE OF *Indiana*

***Lake* COUNTY}**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that, MICHAEL CHAKOS, whose name as Co-Trustees of The Richard A. Mumalo Revocable Trust Dated November 6, 1990, as Amended by Amendment No. One dated March 7, 1996, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such Co-Trustees and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and seal of office this 29 day of December,
19 97.


Notary Public
My Commission Expires: 10-23-01
"OFFICIAL SEAL"
Bernadette M. Fortuna
Notary Public, State of Indiana
My Commission Expires 10-23-01

COPY
ORIGINAL

DECLARATION OF TRUST
OF
RICHARD A. MUMALO

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DECLARATION OF TRUST

OF

RICHARD A. MUMALO

This Declaration of Trust is made this 6 day
of November, 1990,

By

RICHARD A. MUMALO

as Trustee,

With

RICHARD A. MUMALO,

as Trustor.

ARTICLE I

ESTABLISHMENT OF TRUST

Section 1.01. Transfer Creating Trust. Trustee declares that the Trustor has transferred and delivered to the Trustee of this Trust, without any consideration on the Trustee's part, the amount of One Hundred Dollars (\$100.00), receipt of which is hereby acknowledged by Trustee. Said property, together with any other property that may later become subject to this Trust, shall constitute the Trust Estate of an express trust hereunder, which shall be held, administered and distributed by the Trustee as provided in this Declaration.

Section 1.02. Trust Name. During Trustor's lifetime this Trust shall be known as the RICHARD A. MUMALO TRUST.

Section 1.03. Definitions. As used in this Declaration of Trust:

A. Trustor: The term "Trustor" shall refer to RICHARD A. MUMALO.

B. Trustee: The term "Trustee" shall refer to and include the person, persons, entity, or whoever is serving as Trustee under this Declaration of Trust at the applicable time or to which the context relates.

C. Children of Trustor: Trustor has no children.

D. Deceased Child of Trustor: Trustor has no deceased children.

E. Issue: The term "issue" shall refer only to a person who is a lineal descendant of any degree of the Trustor and shall include adopted persons.

F. Trust Estate: The term "Trust Estate" shall refer to the property subject to this Declaration of Trust.

ARTICLE II
OPERATION OF TRUST DURING THE LIFE
OF TRUSTOR

Section 2.01. Net Income. During the life of the Trustor, except as otherwise provided herein the Trustee shall pay to or apply for the benefit of the

Trustor, in monthly or other convenient intervals, at least annually, all of the net income of the Trust Estate.

Section 2.02. Withdrawal of Principal. During the life of the Trustor, the Trustee shall also pay to or apply for the benefit of the Trustor so much of the principal of the Trust Estate, up to the whole thereof, as the Trustor may from time to time designate or request.

Section 2.03. Incapacity of Trustor. If, at any time during the life of the Trustor, the Trustor has become physically or mentally incapacitated so as to be unable to manage the Trustor's affairs, whether or not a court of competent jurisdiction has declared the Trustor incompetent, mentally ill, or in need of a conservator, the Trustee shall pay to the Trustor or apply for the benefit of the Trustor such amounts of the principal and income of the Trust Estate as may be necessary or advisable, in the Trustee's discretion, for the care, maintenance, and support of the Trustor in accordance with the Trustor's accustomed manner of living, or as a result of illness, physical or mental disability, or other health requirement or expense including medical insurance. If a guardian or conservator of the person or estate is appointed for the Trustor, the Trustee shall take into account any payments made for the Trustor's benefit by the guardian or conservator.

The payments specified in this Section shall be made until the Trustor is again able to manage the

Trustor's own affairs, or until the death of the Trustor, whichever event may occur earlier.

In order to implement this Section, the non-Trustor Trustee or Co-Trustee shall at all times have the right, power, and authority to pay or distribute funds or property to or for the benefit of Trustor, without the concurrence or joinder of Trustor or any other Co-Trustee.

Section 2.04. Residences.

A. Trustor may possess and use, without rental or accounting, any and all residences which may at any time constitute a part of the Trust Estate. Said possessor may, in writing, at any time surrender such right to Trustee, and, by similar notice, from time to time resume such right, provided that the subject residence or residences shall then be available for such use.

B. While Trustor shall have the possession and use of a residence, possessor shall continue to assume all responsibilities for the management, care and protection of such property, including verification of and payment of real estate tax assessments, filing applicable claims for exemption and, if the property is not covered under Trustee's blanket insurance program, verification of adequacy and quality of coverage of homeowners insurance on such property and payment of premiums. Trustee shall have no obligation with respect to the foregoing; Trustee's sole responsibilities

under this Declaration of Trust shall be to hold title to such property in Trustee's fiduciary capacity.

C. The term "residence", without being intended as a limitation, shall include dwelling houses, mobile homes, condominiums, cooperative or own-your-own apartment units, residence units, including life care in a retirement facility, and undivided interests therein.

Section 2.05. Revocation of Trust. At any time during the life of the Trustor, the Trustor may, by serving written notice on the Trustee, revoke the Trust created by this Declaration, in whole or in part. Any property withdrawn from the Trust Estate by reason of any such revocation shall be delivered by the Trustee to the Trustor.

Section 2.06. Amendment of Trust. At any time during the Trustor's life, the Trustor may, by serving written notice on the Trustee, alter, modify or amend the Trust created by this Declaration in any respect.

ARTICLE III

OPERATION OF TRUST UPON AND AFTER

DEATH OF TRUSTOR

Section 3.01. Payment of Trustor's Debts. On the death of Trustor, the Trustee shall pay out of the principal or income of the Trust Estate, except in the event and to the extent otherwise paid or provided for, the just debts of the Trustor (excluding debts barred by any provision of law or not due), funeral and burial

expenses of the Trustor, and any estate and inheritance taxes imposed or due and payable upon or in relation to the Trust Estate by reason of the death of Trustor, together with all legal and other expenses and charges of determinations and proceedings as to such taxes and in connection with administration, division and distributions of and from the Trust Estate.

Section 3.02. Division and Distribution of Trust.
Upon or as of the death of Trustor, the Trustee, after payment of debts, taxes, and expenses as set forth in Section 3.01, shall administer and distribute the Trust Estate on hand, including all additions made in any manner by reason of Trustor's death, as set forth below. In setting aside property which the trusts will comprise, the Trustee may select cash, other property in kind, partly cash and partly in kind, individual assets or groups of assets, or undivided interests or other rights or ownership in common or jointly with others, including other trusts hereunder, or any combination of the foregoing.

A. RICHARD A. MUMALO LIFE ESTATE TRUST. The Trustee shall set aside as a separate trust for the benefit of the parents of Trustor, THERESA MAE HONEYCUTT and LOUIS T. MUMALO, twenty-five percent (25%) of the balance of the Trust Estate to be held, administered and distributed as follows:

1. The Trustee shall distribute the amount of \$50,000.00 to THERESA MAE HONEYCUTT and the amount

of \$50,000.00 to LOUIS T. MUMALO outright and free of trust.

2. The Trustee may, in the Trustees' absolute discretion, purchase a residence, at a cost not to exceed \$150,000 for each beneficiary, for the use and benefit of each beneficiary for and during the life of each beneficiary. The Trustee shall pay all costs of acquisition, maintenance, taxes, utilities, insurance and other costs incurred in maintaining the residence from the income and/or principal of the RICHARD A. MUMALO LIFE ESTATE TRUST. Each beneficiary shall have the right to request that the Trustee exchange such beneficiary's residence for another residence of equal or lesser value, at any time and from time to time, upon reasonable written notice to the Trustee. It is the Trustor's intention to assure that Trustor's parents have a home for and during their life and that Trustor's parents are provided with support and maintenance in their accustomed manner of living.

3. . If at any time or from time to time prior to the death of Trustor's parents, a beneficiary should be in need, in the discretion of the Trustee, of funds for his or her proper care, support, maintenance, education, or as a result of illness, physical or mental disability, or other health requirement or expense including medical insurance, or any emergency, then the Trustee may pay to or apply for the benefit of such beneficiary, and each of them, such sum or sums out of the income and/or principal of the RICHARD A.

MUMALO LIFE ESTATE TRUST as the Trustee in the Trustee's absolute discretion may deem necessary or advisable for such purposes. The Trustee shall take into consideration to the extent the Trustee deems appropriate the beneficiary's other income, property and resources available from all other sources of which the Trustee has knowledge. The foregoing benefits are to be provided for such beneficiaries in accordance with the needs of each and there shall be no requirement for equalizing their benefits. The Trustee may pay more to or apply more for the benefit of one beneficiary than the other, and may make payments to or applications of benefits for one beneficiary to the exclusion of the other, if the Trustee considers this necessary or appropriate taking into account the circumstances, size of the trust estate, and the probable future needs of the beneficiaries. All payments or applications of benefits under this paragraph shall be charged against the trust estate as a whole, rather than against the ultimate distributive share of a beneficiary to whom or for whose benefit the payment is made.

4. . Upon the death of the survivor of THERESA MAE HONEYCUTT and LOUIS T. MUMALO, or in the event both beneficiaries predecease Trustor, said trust estate or its undistributed remainder shall go to augment proportionately all the other shares, trusts, trust estates, and portions thereof, under Section 3.02, then held and those previously distributed in whole or in part.

B. TONY JOSEPH HONEYCUTT TRUST. The Trustee shall distribute outright and free of trust to TONY JOSEPH HONEYCUTT, eleven and one-quarter percent (11.25%) of the balance of the trust estate. In the event TONY JOSEPH HONEYCUTT shall predecease Trustor, said deceased beneficiary's trust share shall be distributed to the issue of TONY JOSEPH HONEYCUTT upon the principle of representation subject to Section 5.05 below; provided however, should TONY JOSEPH HONEYCUTT predecease Trustor leaving no issue surviving, such trust share shall go to augment proportionately all the other shares, trusts, trust estates, and portions thereof, under Section 3.02, then held and those previously distributed in whole or in part.

C. TERRI ANN HONEYCUTT, TODD STEVEN HONEYCUTT, AND VICKI LYNN HONEYCUTT TRUSTS. The Trustee shall hold, administer, and distribute, as a separate trust, for each beneficiary named below the percentage of the balance of the trust estate set forth after each beneficiary's name as follows:

TERRI ANN HONEYCUTT	11.25%
TODD STEVEN HONEYCUTT	11.25%
VICKI LYNN HONEYCUTT	11.25%

1. The Trustee shall pay to or apply for the benefit of each beneficiary, in monthly or other convenient intervals, all of the net income of each beneficiary's trust.

2. If a beneficiary should at any time or from time to time be in need, in the absolute

discretion of the Trustee, of funds for his or her proper care, support, maintenance, or education, including but not limited to college education, or as a result of illness, infirmity, other physical or mental disability, or any emergency, including medical insurance, then the Trustee may pay to or apply for the benefit of a beneficiary such sum or sums out of the principal of the beneficiary's trust estate as the Trustee in the Trustee's discretion may deem necessary or advisable for such purposes.

3. Upon a beneficiary attaining the age of thirty-five (35), the Trustee shall distribute all of the balance of the trust estate to the beneficiary.

4. If a beneficiary should predecease the Trustor or die before the complete distribution to a beneficiary of the trust, such trust estate or its undistributed remainder shall thereupon be distributed and paid over to such beneficiary's issue by right of representation; and if there should be no issue surviving, then the trust estate shall be distributed to the deceased beneficiary's brothers and sisters, in equal shares, the share of any brother or sister for whose benefit a trust shall have been set aside and is being held hereunder to be added to his or her trust, or, in the absence of any living brother or sister, shall go to augment proportionately all the other shares, trusts, trust estates, and portions thereof, under Section 3.02, then held and those previously distributed in whole or in part.

D. KORY MICHAEL STOREY TRUST. The Trustee shall set aside as a separate trust for the benefit of KORY MICHAEL STOREY thirty percent (30%) of the balance of the trust estate to be held, administered and distributed as follows:

1. If KORY MICHAEL STOREY should at any time or from time to time be in need, in the absolute discretion of the Trustee, of funds for his proper care, support, maintenance, or education, including but not limited to college education, or as a result of illness, infirmity, other physical or mental disability, or any emergency, including medical insurance, then the Trustee may pay to or apply for the benefit of said beneficiary such sum or sums out of the income and/or principal of the trust estate as the Trustee in the Trustee's discretion may deem necessary or advisable for such purposes after taking into consideration, to the extent the Trustee deems advisable, income and other property available to said beneficiary from all other sources. All income not paid or applied to or for the beneficiary shall be accumulated and added to principal.

2. Upon KORY MICHAEL STOREY attaining the ages set forth below, the Trustee shall distribute and deliver to said beneficiary that portion of the trust estate set opposite each such age.

Age 25	One third (1/3)
Age 30	One half (1/2)
Age 35	The balance of the trust estate

3. If KORY MICHAEL STOREY should predecease the Trustor or die before the complete distribution to such beneficiary of the trust, such trust estate or its undistributed remainder shall be distributed to TONY JOSEPH HONEYCUTT, TERRI ANN HONEYCUTT, TODD STEVEN HONEYCUTT, and VICKI LYNN HONEYCUTT, in equal shares, or to their issue upon the principle of representation should any of the beneficiaries be then deceased.

4. Trustor desires to encourage KORY MICHAEL STOREY in his pursuit of a successful education and career. To that end, Trustor authorizes and instructs the Trustee to make a discretionary distribution of \$10,000 to KORY MICHAEL STOREY for each academic year in which said beneficiary achieve one of the following goals: (a) receives a grade point average of 3.25 on a scale of 4 to 1, or a B+ on a scale of A to F while attending a college or university; (b) is awarded a scholarship, grant, fellowship or other award or honor for academic excellence or improvement; (c) the occurrence of any event which honors the beneficiary as the Trustee, in the Trustee's sole discretion, deems to represent achievement in the pursuit of a career or profession. The Trustee's decision with respect to such discretionary distribution shall be conclusive.

Section 3.03. Substance Abuse. Notwithstanding anything to the contrary in the foregoing provisions of Section 3.02, no beneficiary shall not have a right to withdraw all or any portion of the principal of a Trust if on the applicable date, said beneficiary is (i) incarcerated; (ii) has been convicted of any crime

other than misdemeanors or minor traffic violations within five (5) years of the applicable date; (iii) is on probation in connection with any criminal conviction; (iv) if any such period of probation has expired less than two (2) years prior to the applicable date; or (v) if the Trustee obtains evidence as provided in this paragraph 4 of such beneficiary's use of or trafficking in any illegal drugs or other illegal substances or, in the Trustee's discretion, of such beneficiary's abusive use of alcohol, within three (3) years of the applicable date. In the event that the beneficiary is in violation of any one or more of the above conditions as of the applicable date, said beneficiary's right of withdrawal with respect to that portion of the principal and/or of said beneficiary's trust which would otherwise be subject to the beneficiary's right of withdrawal on the applicable date shall be held in abeyance until such time as all of the above conditions have been satisfied or until such beneficiary's death, whichever shall first occur.

Furthermore, the Trustee in exercising his or her discretion with respect to any other provisions for distribution to or on behalf of the beneficiaries, shall take into consideration the Trustor's desire that the beneficiaries lead a life that is free of negative involvement with criminals and criminal authorities and of the abusive use of drugs or alcohol and shall make, or not make, expenditures or distributions of the trust in such manner that will further, in the Trustee's discretion, the Trustor's foregoing desires. In such circumstances, the Trustor further instruct, notwithstanding other provisions in this Trust to the

contrary, the Trustee to withhold any and all payments for support which might contribute to a chemical dependence or otherwise free funds for such use by the beneficiaries, with the exception that such support shall be provided for a hospital or other program of recovery or a stay in a recovery house.

If the Trustee suspects or becomes aware that the beneficiary is involved with drug and/or alcohol abuse, the Trustee is directed and authorized to take prudent steps necessary to verify this problem including but not limited to the power to employ private investigators at the expense of the Trust Estate to obtain evidence of such issue's actions.

The Trustee shall, however, incur no liability to persons whose interest may have been affected by disbursements made or not made in good faith by the Trustee without knowledge of any event affecting distribution to an issue described in this Section 3.03.

Section 3.04. College Education. If college education is to be provided for any beneficiary, for purposes hereof it shall mean enrollment and attendance as a regular, full-time, student as a candidate for a degree, at a recognized and accredited college, university, or similar institution of higher learning, of said beneficiary's choice. The beneficiary shall maintain a grade point average of 2.5 on a scale of 1 to 4 where 4 represents the highest grade point awarded to be eligible for educational benefits in each semester. Postgraduate study or attendance at a graduate or professional school or college shall be

included, so long as it is pursued to advantage by the beneficiary in the discretion of the Trustee.

Such educational payments and benefits shall include tuition, books, all direct school and educational costs, expenses, supplies, charges, and fees, and also all reasonable living expenses. Payments hereunder shall be made during vacation periods within the regular school term under which said beneficiary is attending school, but not during "summer vacation" or similar vacation period between the regular school terms. Beneficiary shall also be supplied with a conservative automobile for necessary transportation, together with operation and maintenance expenses thereof. The Trustee may in the Trustee's discretion grant reasonable monthly allowances for various expenditures on a general budgeted basis, without requiring a detailed accounting by the beneficiary. To the extent the foregoing payments and benefits result in taxable income to said beneficiary, the Trustee shall in addition reimburse beneficiary for beneficiary's tax liabilities in respect of the benefits for each year, including the benefits in the form of the tax reimbursement hereunder, such reimbursable amounts of income taxes to be computed or prorated in an equitable manner giving consideration to beneficiary's other taxable income.

All benefits under this section shall cease and terminate upon the beneficiary attaining age 35.

Section 3.05. Ultimate Distribution. In the event there should be an ultimate failure of disposition hereunder of any trust, trust estate, or any share

or portion thereof, as a result of death of all beneficiaries, issue and descendants as hereinabove provided and/or the failure to survive or other non-existence of qualifying alternate or successor beneficiaries or beneficiary, then all the trust property and trust estate, the devolution of which would not be concluded and fixed by application of the foregoing provisions, shall thereupon be distributed and delivered, to those persons who would be the legal heirs of Trustor, their respective identities and respective shares to be determined as though the death of Trustor had occurred immediately following the event requiring distribution and according to the laws of the State of California then in effect relating to the succession of separate property not acquired from a parent, grandparent, or previously deceased spouse.

Section 3.06. Diligent Distribution. Except as otherwise specifically set forth in the trust provisions, with respect to the distribution of any trust estate upon termination of any trust, and partial distribution of any trust estate, the division and distribution by the Trustee of the trust estate involved or the distributable portion shall commence and be accomplished as rapidly as possible, and deliveries of the trust properties to the beneficiary or beneficiaries may be made in installments or series, retaining only reasonable reserves for final charges and expenses.

Section 3.07. Income to Successor. Upon the change or succession of any beneficiary, distribution

of trust properties or any trust estate or any portion thereof, or upon setting aside, apportionment, or division of any trust estate, or upon the termination of a trust or any interest therein, the beneficial interest, properties, or balance of trust estate at the applicable time and to be dealt with shall include any and all income accumulated, accrued, uncollected, or held undistributed, and all of such income shall likewise be distributed, set aside, or apportioned to the next or succeeding beneficiaries, distributees, shares or trusts, retaining its character as income; provided, however, that this Section shall not apply to any trust or interest therein for which the marital deduction has been claimed for federal estate tax purposes.

Section 3.08. Deferred Division and Distribution. Anything in the preceding Sections of this Article to the contrary notwithstanding, no property, share or portion of the principal of the trust estate other than cash and assets of a fixed amount or value, shall be divided, distributed, distributable, or transferred within six months from and after Trustor's death; provided, that such deferred division or distribution shall be made as though it had taken place at the time otherwise prescribed in this Article, and rights and interests of all beneficiaries under this Trust shall be considered to have vested and accrued at such time.

Section 3.09. Apportionment of Taxes. The directions and authorizations contained in Section 3.01 for the payment of estate and inheritance taxes is not intended and shall not be deemed a general direction

against proration of such taxes in accordance with law as modified herein. On the contrary, unless and except as otherwise provided herein it is intended that all such taxes be equitably prorated and allocated among, charged to, and borne by all transferees, beneficiaries, and persons who receive or have received the properties, interests, benefits, and shares constituting the net taxable estates, adjusted taxable gifts, and any other amounts with respect to which such taxes are imposed or attributable, including the respective trust estates, probate estates, lifetime gifts, and all other taxable transfers. In such prorations, and computations of transferees' shares of net taxable transfers, benefit of marital and other deductions and credits, other than unified credit and gift taxes paid, shall be appropriately given to a spouse and each other transferee to whom a deduction or credit specially pertains. In case payment of any portion of death taxes is extended under provisions of Federal estate tax law, the amount of taxes to be charged to and borne by the persons who receive the specific property giving rise to the extension shall be prorated and fixed as prescribed in this section, and shall not be increased by application of California Probate code section 20115.

Any generation-skipping transfer tax imposed at any time and paid by the Trustee shall likewise be charged to and borne by the trust estate or property constituting the generation-skipping transfer, or to the recipient or recipients of the transfer.

Section 3.10. Early Termination. If, in the Trustee's opinion, the value of any beneficiary's share in a trust created under this Declaration of Trust has a fair market value of Twenty-five Thousand Dollars (\$25,000), or less, the Trustee may, in the Trustee's discretion, regardless of the age of the beneficiary, distribute such share to the beneficiary or the beneficiary's representative, or as provided in Section 5.05.

ARTICLE IV

TRUSTEE

Section 4.01. Appointment of Successor Trustee. In the event of any vacancy or vacancies in the trusteeship hereunder, as a result of resignation, declination to act, death, disability or other incapacity, or any other cause, of any Trustee or Co-Trustee at any time, the nomination and appointment of successor or alternate fiduciary or fiduciaries are and shall be as hereinafter provided, and each such successor or alternate fiduciary upon accepting and consenting in writing to act shall become and be fully vested with all the rights, powers, immunities, and authorities, discretionary or otherwise, and the duties and obligations, of a trustee under the Declaration of Trust, and with all the appurtenant fiduciary right, title, interest, and ownership in and to the applicable trust estate or estates and assets and properties thereof, in common and/or jointly with any other Trustee or Co-Trustee.

After Trustor is no longer a Trustee, then MICHAEL CHAKOS and the NORTHERN TRUST OF CALIFORNIA shall become and be the Co-Trustees. MICHAEL CHAKOS shall

have the right and power to nominate and designate, by a written instrument (with or without court confirmation), a successor or alternate Trustee, Trustees, Co-Trustees, or series of successors, to act at any time and for any reason, either in his place and stead or to replace any corporate fiduciary then serving as co-trustee.

Section 4.02. Incapacity of Trustee. The appointment of a conservator or guardian of the person or estate of any Trustee or Co-Trustee shall constitute a disability and incapacity hereunder and such individual shall automatically cease to be a Trustee.

Section 4.03. Trustee's Bond. No bond shall be required of any individual named in this instrument as a Trustee, or any individual appointed as a Trustee in the manner specified herein, for the faithful performance of Trustee's duties as such Trustee.

Section 4.04. Trustee's Liability. No Trustee, other than a corporate or public fiduciary, named in this instrument or appointed in the manner specified herein shall be personally liable to any beneficiary or to any heir of the Trustor for the Trustee's acts or failure to act, or for any loss or damage incurred or sustained by any trust, except for willful misconduct or gross negligence. No Trustee shall be liable or responsible for any act, omission, or default of any other Trustee provided that the Trustee shall have had no knowledge of facts that might reasonably be expected to put the Trustee on notice of it.

Section 4.05. Trustee as Beneficiary. While RICHARD A. MUMALO is acting as Trustee of this trust or any trust hereunder, said individual shall strictly exercise all Trustee powers, rights and discretions in a fiduciary capacity only, as provided in Section 5.11, and shall not, directly or indirectly, derive or receive any benefit, interest, property or advantage from or through any trust other than as shall be within and limited by the express provisions for them in Section 3.02 and particularly the ascertainable standard designated; provided, however, that the foregoing shall not prevent said individuals from receiving reasonable compensation under Section 4.07.

Section 4.06. Title to Trust Estate. The legal title to all property held in trust hereunder shall be, remain, and become vested in the Trustee or successor Trustee from time to time acting hereunder, without any act of conveyance or transfer to or by, or acceptance from, any succeeding, retiring, or predecessor Trustee; however, any removed or resigning Trustee shall execute and deliver any and all conveyances and documents requested and reasonably necessary to transfer the Trust Estate and its assets to a successor Trustee. No successor Trustee shall be obligated to inquire into or be in any way responsible for the previous administration of any trust created herein, or of the Trust Estate, or for any act or default of any predecessor Trustee.

Section 4.07. Trustee's Compensation. The Trustee, other than Trustor, shall be entitled to

reasonable compensation for services rendered to the Trust or Trusts created hereunder. Such compensation shall include amounts usual and customary for real estate management fees, sales, and sales commissions.

Section 4.08. Resignation of Trustee. Any Trustee shall have the right and power to resign at any time by signing a written instrument of resignation.

Section 4.09. Powers of Trustee. To carry out the purposes of any trust created under this Declaration of Trust, and subject to any limitations stated elsewhere in this Declaration, 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. The Trustee shall not exercise any power given to the Trustee under this instrument or by law which will in any manner cause a loss of or a decrease in any marital or charitable deduction otherwise allowable in computing the federal estate tax. In exercising any of the following powers, the Trustee shall exercise the judgment and care, under the circumstances then prevailing, which individuals of prudence, discretion, and intelligence exercise in the management of their own affairs or for their own account, 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.

A. Power to Invest. To invest and reinvest the Trust Estate or any part thereof 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, mutual funds, and mortgage participations, and any common trust fund administered by any Trustee under this Declaration of Trust.

B. Power to Retain Property or Business. Subject to any provisions stated elsewhere as to unproductive property, to continue to hold any property and to operate, or to sell or to liquidate, at the risk of the Trust Estate, any business received or acquired under the Trust by the Trustee, including the right and power to enter into partnerships and to participate as a partner in the continuation of any business in which the Trust Estate may have a partnership interest, as long as the Trustee deems advisable, whether or not of the character permitted by law for the investment of trust funds. The trust properties and investments need not be diversified, and the Trustee shall have no duty to dispose of or convert any trust asset to effect diversification.

C. Power to Manage Securities. With respect to securities held in the Trust, to have all the rights, powers, and privileges of an owner, 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, liquidations, sales and leases

and, incident to such participation, to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable, and to exercise and sell stock subscription or conversion rights.

D. Power to Hold Property in Name of Nominee.

To hold securities or other property in the Trustee's name as Trustee under this Trust, or in the Trustee's own name without disclosing any fiduciary relation, or in the name of a nominee, or to hold title in unregistered form where possible so that ownership may be passed by delivery.

E. Power of Sale, Exchange, Repair. To manage, control, foreclose, repossess, grant options on, grant easements on, sell (for cash or deferred payments, with or without security), convey, assign, exchange, transfer to a corporation in exchange for stock, partition, divide, subdivide, convert, improve and repair trust property.

F. Power to 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, operating agreements, or otherwise, and to create restrictions, easements, or other servitudes thereon.

G. Power to Insure. To carry, at the expense of the Trust, insurance of such kinds and in such amounts,

including health insurance for a trust beneficiary, as the Trustee shall deem advisable to protect the Trust Estate and the Trustee against any hazard.

H. Power to Commence or Defend 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.

I. Power to Compromise Claims. To compromise or otherwise adjust any claims or litigation against or in favor of the Trust.

J. Power to Borrow. To borrow money and to encumber or hypothecate trust property for any trust purpose 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 trust property, and/or replace, renew, and/or extend any encumbrance thereon, upon such terms and conditions and by such means of security as may be determined by the Trustee, and to repay loans or other obligations of the Trust Estate, including advances made by the Trustee, as the Trustee in the Trustee's discretion may determine.

K. Power to Lend Money. To lend and relend money to any person, including the probate estate of the Trustor hereunder, provided such loan is adequately secured and bears a reasonable interest rate.

L. Power to Purchase Property from Trustor's Estate. To purchase property at its fair market value from the probate estate of any Trustor hereunder.

M. Power to Loan Trustee's Funds. Any Trustee in such Trustee's individual capacity shall have the power to loan or advance such Trustee's own funds to the Trust for any Trust purpose, with interest at current rates, and to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the Trust.

N. Power to Employ Consultants. To employ any custodian, investment advisor, attorney, accountant, or other agents to assist the Trustee in administration of this trust and to rely upon the advice given by these agents. Reasonable compensation shall be paid to these agents for all services performed. Except for willful misconduct or gross negligence on the part of the Trustee, the Trustee shall incur no liability for misconduct, mismanagement, or negligence on the part of any employee of a business, any employee or partner of a partnership, or any employee, officer, or director of a corporation, who is not an officer or employee of the Trustee. In the absence of notice to the contrary, the Trustee may accept as correct and rely on financial or other statements rendered by any accountant for any business, or by any partnership or corporation. Any business, partnership, or corporation shall be regarded as an entity separate from the Trust, and no accounting as to the business or operation of any such partnership

or corporation shall be required to be made by the Trustee in Trustee's capacity as such Trustee.

O. Power to Adjust for Tax Consequences. To take any action and to make any election the Trustee shall deem advisable to minimize the tax liabilities of this trust and its beneficiaries, to allocate the benefits among the various beneficiaries, and to make adjustments in the rights of any beneficiaries or group of beneficiaries, or between principal and income accounts, to compensate for the consequences of any tax election or any investment decision or administrative decision that has the effect of preferring one beneficiary or group of beneficiaries over others, provided that such discretion shall not be exercised in any manner which would cause a loss of or a decrease in any marital or charitable deduction otherwise allowable in computing a Trustor's federal estate tax.

P. Power to Purchase Treasury Bonds. To purchase, in the Trustee's discretion, at less than par value, obligations of the United States that are redeemable at par in payment of any federal estate tax liability of any Trustor in such amounts as the Trustee deems advisable, and for that purpose the Trustee may make a partition of community property and may purchase the obligations from either or both portions. The Trustee may exercise this discretion if the Trustor is in danger of death and may borrow funds and give security therefor. The Trustee may resolve any doubt as to the purchase of the obligations and the amount in favor of purchase and of purchase of a larger, even excessive

amount. In making this determination, the Trustee shall not be liable to the Trustor, or to any beneficiary or heir of the Trustor for loss resulting from the exercise of this discretion. The Trustee is directed to pay the federal estate tax due on such Trustor's death in an amount not less than par value plus accrued interest of such obligations, or the amount of the federal estate tax due with respect to the Trustor's death.

Q. Power to Pay Encumbrances. Except as otherwise provided, the Trustee shall pay the amounts of any mortgage or trust deed payments, any property taxes, assessments, insurance, maintenance, and repairs on all trust property, or any rent or lease payments on leased property, from the Trust and Trusts which hold title to such property or leaseholds, in accordance with the percentage ownership interests of such property held by such Trusts.

R. Power to Act Through Agent. The Trustee shall have full right and authority to act, perform, fulfill, carry out or exercise any power or duty hereunder, by or through an agent or attorney-in-fact, or by or under a power of attorney duly executed by the Trustee.

S. Power to Delegate. Any Trustee or Co-Trustee hereunder may, from time to time in the event of temporary absence from the State of California, delegate to the other Trustee or Co-Trustee, by revocable power of attorney, the complete exercise during such absence

of all or any of the powers conferred upon the Trustee or Co-Trustees jointly.

T. Bank and Other Accounts. The Trustee shall have full right and authority to establish and maintain any bank or similar account providing for deposits, withdrawals, and signing of checks, to be done by any Trustee or Co-Trustee alone or by any other designated person.

ARTICLE V GENERAL PROVISIONS

Section 5.01. No Assignment. Each beneficiary hereunder is hereby prohibited from anticipating, encumbering, assigning, or in any other manner alienating such beneficiary's interest in either income or principal of any trust created under this Declaration of Trust, and is without power so to do, nor shall such interest be subject to the beneficiary's liabilities or obligations, nor to attachment, execution, or other legal processes, bankruptcy proceedings or claims of creditors or others. The Trustee may require the personal receipt of a beneficiary as a condition precedent to payment, distribution, or delivery of any amount, property, or benefit hereunder. The Trustee may, however, deposit in any bank designated in writing, by a beneficiary, to such beneficiary's credit, income or principal payable to the beneficiary.

Section 5.02. Principal and Income. Except as otherwise specifically provided in this Declaration of

Trust, the determination of all matters with respect to what shall constitute principal of each trust estate, gross income therefrom, and net income distributable under the terms of the Trust, shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. All taxes, assessments, fees, charges, and other expenses incurred by the Trustee in the administration, protection, and distribution of each trust, shall be a charge upon the Trust Estate and shall be paid out of the income and/or principal, in accordance with the aforesaid Act.

Section 5.03. Accumulation of Income. All the net income of the respective trusts or trust estates, not distributed, used, or applied as otherwise provided herein shall be accumulated and added to the principals of the respective trusts.

Section 5.04. No Perpetuities. Unless sooner terminated in accordance with other provisions of this Declaration of Trust, all trusts created hereunder shall terminate twenty-one (21) years after the death of the last surviving member of the group consisting of Trustor and the lineal descendants of Trustor who are living and in being at the date of the death of Trustor. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this Section shall be made to

such beneficiaries as in the Trustee's discretion are then entitled or authorized to receive income payments, by right of representation.

Section 5.05. Payments to Minors and Beneficiaries Under Disability. The Trustee, in the Trustee's discretion, may apply payments directly for the benefit of any beneficiary, rather than directly to such beneficiary and, in the case of a beneficiary who is a minor or who is under any other disability, may make payment to the guardian or conservator of the person or estate of such beneficiary, or to a custodian under the California or any other applicable Uniform Transfers to Minors Act, provided that if no such custodianship is then in existence Trustee is authorized and empowered to designate a custodian for this purpose from among those eligible to serve, or to a parent, or any other suitable adult with whom the beneficiary may reside, or by expending the same for the care, education, maintenance, or other benefit of said beneficiary. In addition, the Trustee, in the Trustee's discretion, may make payments directly to a beneficiary who is a minor if in the Trustee's judgment the minor is of sufficient age and maturity to properly manage the money or property so paid. The Trustee shall not be required to see to the application of any such payment so made to any of said persons, but his, her, or their receipts therefor shall be a full discharge to the Trustee.

No distribution hereunder to or for the benefit of a minor beneficiary shall discharge the legal obligation of the beneficiary's parents to support him or her

in accordance with the laws of the state of the parents' domicile from time to time, unless a court of competent jurisdiction determines that the distribution is necessary for the minor's support, health, or education.

Section 5.06. No Physical Segregation. There need be no physical segregation or division of the various trusts and trust estates, except as segregation or division may be required by the distribution or termination of any trusts, or as specifically provided, but the Trustee shall keep separate accounts for the respective trusts, trust estates, and interests.

Section 5.07. Division and Distribution. In any case in which the Trustee is required, pursuant to the provisions of the Trust, to divide any parts or shares for the purposes of distribution, or otherwise, except as the donee of any power of appointment affecting such property may have expressly provided otherwise in the instrument exercising such power, the Trustee is authorized, in the Trustee's discretion, to make the division and distribution in kind, including undivided interests in any property, or partly in kind and partly in money, and for this purpose, to make such sales of the trust property as the Trustee may deem necessary, on such terms and conditions as the Trustee shall see fit. In making any division or partial or final distribution of the trust estate, the Trustee is not obligated to make a prorata division, or to distribute the same assets to beneficiaries similarly situated. The Trustee may in the Trustee's discretion make a

nonprorata division between trusts or shares and non-prorata distributions to the beneficiaries if the respective assets and property interests allocated to separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market values. Any asset which is encumbered shall be assigned subject thereto, and its value or amount shall be given effect less such indebtedness.

Section 5.08. Distributions Equitable Taxwise.

As to distributions or division of property in kind under and for the several trusts, excepting for the initial establishment of any trust for a pecuniary amount, the Trustee shall be cognizant of the differences between the tax cost bases and current value, and shall endeavor insofar as practicable to distribute or set aside to or for each beneficiary or distributee assets or property carrying amount or portions of the total unrealized taxable gains or losses embodied in all the assets and properties involved commensurate with the share or portion of each beneficiary or distributee.

Section 5.09. Additional Property. Other property acceptable to the Trustee may be added to the Trust at any time by conveyance, delivery, Will, insurance, beneficiary designation, or in any other manner. All such property, when received and accepted by the Trustee, shall become part of the Trust Estate and be governed by all the trust provisions.

Section 5.10. Third Parties. No person dealing with the Trustee in any manner shall be under any obligation to see to the application of any money paid to the Trustee or to inquire into the validity, expediency, or propriety of any act of the Trustee, or into any of the provisions of any trust hereunder.

Section 5.11. Fiduciary Capacity. All of the powers of the Trustee provided in this Declaration of Trust shall be exercisable by the Trustee in the Trustee's fiduciary capacity and only in such capacity.

Section 5.12. Corporate Office. No person shall, by reason of acting as Trustee, be in any way restricted or prohibited from holding office in any corporation in which any trust under this Declaration of Trust holds securities, or from receiving compensation from any such corporation for services performed as a director, officer or employee of such corporation, or from purchasing, selling or otherwise dealing with the stock of any such corporation for the individual account of such Trustee, or from voting the stock of any such corporation held by such trust, including voting those shares in favor of the Trustee or any other person.

Section 5.13. Trustee as Partner. No person shall, by reason of acting as Trustee, be in any way restricted or prohibited from participating as a general or limited partner in any partnership in which any trust created under this Declaration of Trust owns an interest or participates as either a general or limited

partner, or from receiving compensation from any such partnership for services performed as an employee, or from purchasing, selling or otherwise dealing with the partnership interests for the individual account of such Trustee.

Section 5.14. Disclaimer of Powers. The Trustee may disclaim, release or restrict the scope of any power held in connection with any trust created under this Declaration of Trust, including any administrative power, whether such power is expressly granted in this Declaration of Trust or implied by law, by a written instrument specifying the power to be disclaimed, released or restricted and the nature of any such restriction. Any power disclaimed or released by the Trustee shall be extinguished except to the extent this Declaration of Trust expressly provides that such power pass to another.

Section 5.15. Notice. Unless the Trustee has received written notice of the occurrence of any age, death, birth, marriage, or other event affecting the beneficial interests in any trust held under this Declaration of Trust, the Trustee shall not be liable to any beneficiary of such trust for any distributions made or other actions taken by the Trustee in good faith as though such event had not occurred; the respective rights and obligations of the beneficiaries and distributees involved shall be determined among themselves in accordance with law. However, this Section shall not exculpate the Trustee from liability arising from nonpayment of death or generation-skipping taxes

that may be due as a result of the occurrence of an event affecting the beneficial interest of any trust held under this Declaration of Trust.

Section 5.16. Invalidity of Any Provision.

Should any provision of this Declaration be or become invalid or unenforceable, the remaining provisions of this Declaration shall be and continue to be fully effective.

Section 5.17. Gender and Number. Except as provided otherwise herein, the masculine, feminine, and neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

Section 5.18. Law of Construction of Trust. This Declaration of Trust, its validity, the construction of, and all rights under the trusts provided for in this Declaration shall be governed by the laws of the State of California; provided, however, if any trust estate includes any real property outside California, the laws of the state of the situs of such property shall govern with respect thereto.

Section 5.19. No Contest. The Trustor and each Trustor has intentionally and with full knowledge omitted to provide for such Trustor's issue, ancestors, relatives, and heirs living at the time of the Trustor's decease, except for such provisions as are made specifically herein.

If any person who has or claims to have any interest, right, share or benefit under this Trust or any trust hereunder, or if any person who would be entitled to share in a Trustor's estate if the trust should be invalidated or if the Trustor died intestate, should in any manner whatsoever, directly or indirectly, by any proceeding in any court or otherwise, whether or not in good faith, attack, contest or oppose this Trust or the Trustor's Last Will and Testament, or seek to impair, invalidate, set aside, or interfere (other than by disclaimer) with the devolution of property designated in, any provision hereof or of such Will, or assert any contract upon Trustor's part to transmit, pass or devise property or make any claim related thereto, or conspire or cooperate with anyone attempting to do any of the actions or things aforesaid, then any share, portion, interest, or benefit in this Trust or Trust Estate or any trust hereunder given to or provided for each such person or beneficiary, or to which each such person might be entitled by law, is hereby revoked and shall be administered, distributed and delivered as though each such person or beneficiary had predeceased the Trustor leaving no issue or heirs whatsoever and before having become entitled to or vested with any interest or benefit under this Declaration of Trust. The Trustee is specifically authorized to defend any such attack, contest, or other proceeding of any nature concerning this Trust or any provision hereof, and to employ legal counsel therefor, all at the expense of the Trust.

Section 5.20. Accounting. The Trustee shall render annual accountings regarding the transactions of each trust created under this Declaration.

Accountings shall be made by delivering a written accounting to each beneficiary entitled to current income distribution, or if there are no current income beneficiaries, to each beneficiary entitled to current distribution from income or principal in Trustee's discretion and to each remainder interest. If any person entitled to receive an accounting is a minor or is disabled, the accounting shall be delivered to his or her parents or the guardian of his or her person if a minor or to the guardian or conservator of his or her person if disabled.

Unless any beneficiary, including parents, guardians, or conservators, of beneficiaries, shall deliver a written objection to the Trustee within 90 days after receipt of the Trustee's account, the account shall be final and conclusive concerning transactions disclosed in the account and shall be binding on all beneficiaries of the trust, including unborn, unascertained, and contingent beneficiaries.

After settlement of the account by agreement of the parties objecting to it or by expiration of the 90-day period, the Trustee shall no longer be liable to any beneficiary of the trust, including unborn, unascertained, and contingent beneficiaries, for transactions disclosed in the account, except for the Trustee's intentional wrongdoing or fraud.

IN WITNESS WHEREOF, the Trustee and Trustor have
duly executed this Declaration of Trust.

Trustee:

Richard A. Mumalo
Richard A. Mumalo

Trustor:

Richard A. Mumalo
Richard A. Mumalo

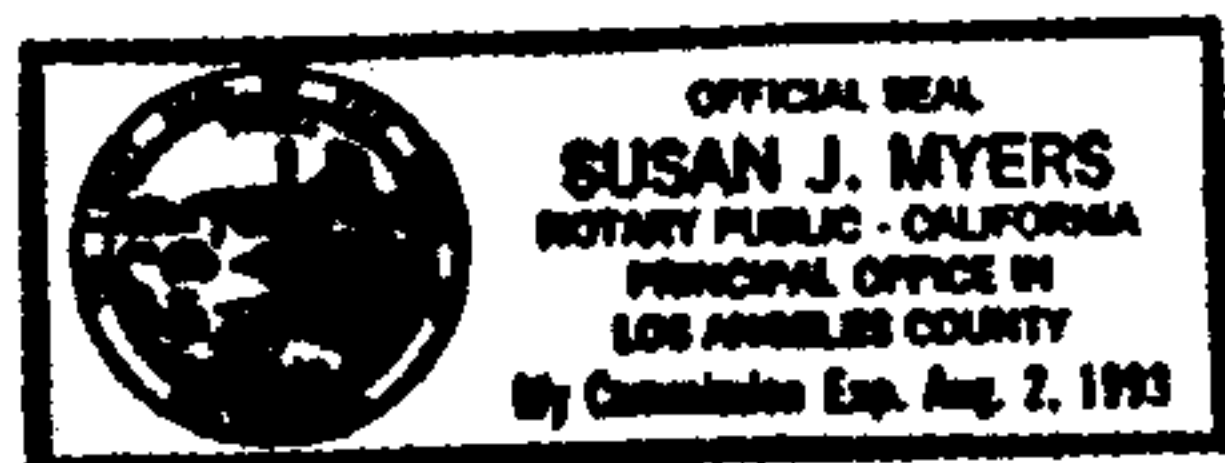
STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

ss.

On Nov 6, 1990, before me, the
undersigned, a Notary Public for the State of Califor-
nia, personally appeared RICHARD A. MUMALO known to me
or proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the fore-
going instrument and acknowledged to me that he ex-
ecuted the same.

WITNESS my hand and official seal.



Susan J. Myers
Notary Public

(S E A L)

AMENDMENT NO. ONE TO THE DECLARATION OF TRUST

Amending the Revocable Trust
known as the

RICHARD A. MUMALO TRUST

Dated November 6, 1990

The date of this Amendment is
March 7, 1996

AMENDMENT NO. ONE TO
THE DECLARATION OF TRUST OF
RICHARD A. MUMALO

BY A DECLARATION OF TRUST dated November 6, 1990, the Trustor, RICHARD A. MUMALO, created a trust of which RICHARD A. MUMALO also served as the Trustee. By signing this Amendment No. One on this the 7th day of March, 1996, Trustor amends that Declaration of Trust as hereinafter set forth:

1. ARTICLE I, Section 1.03 is amended by adding the following sentence to the end of paragraph B. thereof (defining "Trustee"):

From and after March 7th, 1996, MICHAEL CHAKOS is hereby appointed, and by his execution of this Amendment No. One he does hereby accept such appointment, to serve as Co-Trustee with the Trustor under this Declaration of Trust until his appointment shall cease as otherwise provided in this Declaration or by applicable law.

2. The Trustor desires to delete the provisions of ARTICLE III, Section 3.02 as originally set forth in the Declaration pursuant to which certain trusts would have been set aside at the Trustor's death, and held, administered and/or distributed for his parents, THERESA MAE HONEYCUTT and LOUIS T. MUMALO, his step-brother and step-sisters, TONY JOSEPH HONEYCUTT, TERRI ANN HONEYCUTT, TODD STEVEN HONEYCUTT, and VICKI LYNN HONEYCUTT, and their surviving issue. In lieu of the provisions ARTICLE III, Section 3.02, as originally set forth in the Declaration, the Trustor now desires for the entire trust estate described in Section 3.02 to be held, administered and distributed for the benefit of KORY MICHAEL MUMALO (or others hereinafter described in the event of KORY'S death before the final distribution and termination of such trust) as hereinafter set forth. Accordingly, ARTICLE III, Section 3.02 is hereby deleted in its entirety and the following substituted therefor:

Section 3.02. Division and Distribution of Trust. Upon or as of the death of Trustor, the Trustee, after payment of debts, taxes and expenses as set forth in Section 3.01, shall administer and distribute the entire trust estate, including all additions made in any manner by reason of Trustor's death, for the benefit of Trustor's ward, KORY MICHAEL MUMALO, said trust estate to be held, administered and distributed as set forth below.

(A) The Trustee is authorized and directed to pay to or expend for the benefit of the Trustee's said ward, KORY MICHAEL MUMALO, as much of the net income and/or principal of the trust as the Trustee may determine in order to provide for the proper support, health, maintenance

and/or education of such beneficiary, with the Trustee taking into consideration any other resources and sources of income or support available to the beneficiary. The Trustee may accumulate and add to the principal of the beneficiary's trust estate any income which is not paid, distributed or expended to or for the benefit of such beneficiary. The discretion herein granted to the Trustee with respect to distributions of principal from the beneficiary's trust shall normally be construed in a liberal manner in order to provide such beneficiary with adequate resources in the event of accident, illness or other emergency, as well as to provide resources for college, graduate and/or professional education or training, if appropriate.

(B) As the beneficiary attains the age of twenty-five (25) years, or if such beneficiary shall have already attained twenty-five (25) years of age at the time of the Trustor's death, the Trustee shall transfer and pay over to the beneficiary, absolutely and free from trust, one-third ($\frac{1}{3}$) of the trust. The Trustee shall hold the remaining two-thirds ($\frac{2}{3}$) of the trust until such beneficiary shall attain the age of thirty (30) years, at which time one-half ($\frac{1}{2}$) of the principal, as then constituted, shall be transferred and paid over absolutely and free from all trusts; provided that if the beneficiary shall have already attained thirty (30) years of age at the time of the Trustor's death, then the Trustee shall transfer and pay over absolutely two-thirds ($\frac{2}{3}$) of the trust estate as then constituted. As the beneficiary attains the age of thirty-five (35) years, the Trustee shall further distribute absolutely to such beneficiary the entire remaining balance of the said trust estate, and the trust shall thereupon terminate. If said beneficiary shall have already attained thirty-five (35) years of age at the time of the Trustor's death, then the entire share to which such beneficiary shall be entitled shall be transferred and paid over absolutely and free of any trust whatsoever at the time of such apportionment.

(C) In the event the beneficiary shall die after the Trustor, but before final distribution of such beneficiary's entire trust estate, leaving any surviving issue, then upon the death of such beneficiary, the Trustee shall transfer and pay over to such beneficiary's surviving issue, per stirpes, the entire remaining balance of such beneficiary's trust estate; provided, however, that, although the share of each such issue shall be deemed then to have vested in them, respectively, the Trustee shall nevertheless continue to hold the same in separate trusts until the issue, respectively, shall attain the age of twenty-five (25) years. Until that time, the Trustee shall pay to, use or apply for the beneficiary's support, education, health or maintenance such part of the net income and/or principal from his or her separate trust as the Trustee deems necessary or desirable for said purposes. The separate trust for each surviving issue shall thereafter terminate when such issue, respectively, either attains the age of twenty-five (25) years, or dies, whichever shall first occur; and, upon termination, the trust estate shall be paid over absolutely to the beneficiary thereof, if living, or to his or her estate, if deceased.

(D) In the event the beneficiary shall die after the Trustor, but before final distribution of such beneficiary's entire trust estate, leaving no surviving issue, then, upon the death of such beneficiary, the Trustee shall apportion said trust estate into separate and equal shares, one such equal share being established for each of Trustor's godchildren, JOSEPH FRANK OLVEY and JARROD LANDON OVERSTREET; provided, however, that in the event that only one of the Trustor's said godchildren shall be living at the date of apportionment, then the entire trust estate

shall be apportioned for the benefit of such living godchild. If shares are apportioned for each of the Trustor's said godchildren, the Trustor specifically directs that it is his intention to create separate and independent trusts for each such godchild. However, the Trustee is authorized, if he so desires, to refrain from making a physical separation of the assets of the trusts into separate trusts if such treatment will facilitate the administration thereof.

(i) With respect to each share apportioned for the Trustor's said godchildren, the Trustee shall hold the same in trust for the godchild for when it is apportioned until the termination thereof as provided for hereinbelow. During the confirmation of such trust(s), the Trustee is authorized to pay to, use, distribute, or apply so much of the income or principal, or both, from each godchild's trust estate for the support, maintenance, health or education of such godchild as the Trustee, in his sole and absolute discretion, may consider necessary or desirable, and to accumulate and add to the principal thereof any income not so used or applied. In making the discretionary distributions of income and/or principal herein described, the Trustee may take into consideration other resources and sources of income, if any, available to said godchildren. The discretion herein granted to the Trustee with respect to distributions of income and/or principal from each godchild's trust shall normally be construed in a liberal manner in order to provide such godchild with adequate resources in the event of accident, illness or other emergency, as well as to provide sufficient funds for college, graduate and/or professional education or training, if appropriate. In addition, if the circumstances warrant the same, the Trustee may make assets available from this trust estate in order to assist such godchild in the purchasing and furnishing of a residence, and generally to provide said godchild with a reasonable amount of the amenities of life. Furthermore, the Trustee may pay to or use and apply such portion or portions of the income or principal, or both, of said godchild's trust estate for the support, health, or education of such godchild's issue living from time to time, in equal or unequal shares or amounts, as the Trustee, in his sole discretion, may deem necessary or desirable for such purposes, although it is not Trustor's intent by granting this discretionary authority to discharge any person's legal obligation to support and maintain such issue.

(ii) Any share initially set aside for the a godchild although vested, shall nevertheless be held in trust for the use and benefit of such godchild until he attains the age of 25 years, at which time his share shall be transferred and paid over absolutely and free from any trust. The separate trust for each such godchild shall thereafter terminate when the godchild either attains the age of 25 years, or dies, whichever shall first occur; and, upon such termination, the trust estate shall be paid over absolutely to such godchild, if living, or to his estate, if deceased.

(E) At any time during the administration of the trusts created hereunder when the Trustee shall make distributions of income or principal to any minor beneficiary, Trustor hereby authorizes the said Trustee to make such payments directly to such minor or to the parent,

guardian, or other custodian of such minor under the Alabama Uniform Transfers To Minors Act; or the Trustee may make all or any portion of such payments themselves by expending the same for the benefit of the beneficiary thereof. The receipt of any such person to whom payment is made shall be binding and conclusive upon the minor beneficiary, and shall relieve the Trustee from all liability therefor.

3. Article III, Section 3.03 is hereby amended by deleting the same in its entirety.

4. Article IV, Section 3.04 is hereby amended by deleting the same in its entirety.

5. ARTICLE III, Section 3.05 is hereby amended to read as follows:

Section 3.05. Ultimate Distribution. In the event there should be an ultimate failure of disposition hereunder of any trust, trust estate, or any share or portion thereof, as a result of death of all beneficiaries, issue and descendants as hereinabove provided and/or the failure to survive or other non-existence of qualifying alternate or successor beneficiaries or beneficiary, then all the trust property and trust estate, the devolution of which would not be concluded and fixed by application of the foregoing provisions, shall thereupon be distributed and delivered, to those persons who would be the legal heirs of Trustor, their respective identities and respective shares to be determined as though the death of Trustor had occurred immediately following the event requiring distribution and according to the laws of the State of Alabama then in effect.

6. ARTICLE III, Section 3.09 is hereby amended to read as follows:

Section 3.09. Apportionment of Taxes. All state and federal estate or inheritance taxes, if any, which are imposed upon or levied with respect to any portion of Trustor's estate, whether or not passing under Trustor's Last Will and Testament or under this Trust Agreement, or by operation of law outside such Will or Trust, shall be paid by the Trustee without apportionment or proration from the principal of this trust fund. Moreover such taxes shall be paid by the Trustee without seeking reimbursement, recovery or contribution from any person except (i) to the extent otherwise specifically directed in this Agreement; or (ii) in the event no personal representative of the Trustor's probate estate is appointed within six (6) months after the Trustor's death, the Trustee shall, to the maximum extent permitted by law, seek reimbursement for, recovery of, or contribution toward the payment of federal or state estate tax attributable to property in which the Trustor has a qualifying income interest for life, over which the Trustor has a power of appointment, or which is included in the Trustor's gross estate by reason of Section 2036 of the Internal Revenue Code, and which tax is not otherwise paid or payable.

7. ARTICLE IV, Section 4.01 is hereby amended to read as follows:

Section 4.01. Appointment of Successor Trustee. In the event of any vacancy or vacancies in the trusteeship hereunder, as a result of resignation, declination to act, death, disability or other incapacity, or any other cause, of any Trustee or Co-Trustee at any time, the nomination and appointment of successor or alternate fiduciary or fiduciaries are and shall be as hereinafter provided, and each such successor or alternate fiduciary upon accepting and consenting in writing to act shall become and be fully vested with all the rights, powers, immunities, and authorities, discretionary or otherwise, and the duties and obligations, of a trustee under the Declaration of Trust, and with all the appurtenant fiduciary right, title, interest and ownership in and to the applicable trust estate or estates and assets and properties thereof, in common and/or jointly with any other Trustee or Co-Trustee.

After Trustor is no longer a Trustee, then MICHAEL CHAKOS shall serve as the sole successor Trustee hereunder. MICHAEL CHAKOS shall have the right and power to nominate and designate, by written instrument (with or without court confirmation), a successor or alternate Trustee, Trustees, Co-Trustees, or series of successors, to act at any time and for any reason, either in his place and stead or to replace any corporate fiduciary then serving as Co-Trustee.

8. ARTICLE IV, Section 4.07 is hereby amended to read as follows:

Section 4.07. Trustee's Compensation. An individual Trustee, other than the Trustor, serving under this Agreement shall be entitled to reasonable compensation for services rendered, but shall be entitled to reimbursement for all expenses incurred in the administration of this trust estate. Any corporate Trustee acting under this Agreement shall be entitled to such reasonable fees for its services rendered as may be provided for in such Trustee's compensation schedule in effect at the time the service is rendered. A Trustee, whether original or successor, shall have full power and authority to select and employ such brokers, custodians, investment counsel, and other agents, and to delegate to them such of their duties, rights, and powers as they may determine, and for such periods of time as they may deem proper, without liability for any mistake or default or any such person, firm, corporation, or other entity selected or retained with reasonable care and prudence, although nothing herein shall be construed to require the Trustee to follow the advice of any such investment counsel.

9. ARTICLE IV, Section 4.09, subparagraph S is hereby amended to read as follows:

S. Power to Delegate. Any Trustee or Co-Trustee hereunder may, from time to time in the event of temporary absence from the State of Alabama, delegate to the other Trustee or Co-Trustee, by revocable power of attorney, the complete exercise during such absence of all or any of the powers conferred upon the Trustee or Co-Trustees jointly.

10. ARTICLE V, Section 5.02 is hereby amended to read as follows:

Section 5.02. Principal and Income. The Trustee shall allocate any money or property coming into his possession between the principal and income of this trust estate, and shall apportion between such principal and income any loss or expenditure in connection with the administration of said trust estate, as follows:

(A) All profits and losses from sales, exchanges or other dispositions of trust assets shall be credited or charged, as the case may be, to principal and not to income.

(B) Cash distributions with respect to corporate stock, except distributions of corporate assets designated as a return of capital or division of corporate property and liquidating distributions, shall be deemed to be income; distribution payable either in stock of the distributing corporation (other than those paid at regular or substantially regular intervals out of current earnings) or in stock of a corporation other than the distributing corporation shall be deemed to be principal.

(C) All liquidating dividends, rights to subscribe to securities, securities acquired by the exercise of such rights, and the proceeds of sale of such rights or securities shall be deemed to be principal.

(D) The Trustee may determine whether to amortize in whole or in part, by sinking fund or otherwise, premiums or discounts on any security or investment purchased or acquired at more or less than the face value or the call or redemption price.

(E) The Trustee shall have full power and authority to determine the allocation of other receipts and expenses between principal and income, and also to determine what constitutes principal and income, provided such allocation is not inconsistent with the provisions contained above, or with the rights generally accorded to income and remainder beneficiaries of a trust estate.

11. ARTICLE V, Section 5.05 is hereby amended to read as follows:

Section 5.05. Payments to Minors and Beneficiaries Under Disability. At any time during the administration of any trust created hereunder when the Trustees shall make distributions of income or principal to any minor beneficiary or beneficiary under disability, said Trustee is hereby authorized by the Trustor to make such payments directly to such minor, or to the parent, legal or natural guardian, or other custodian of such minor, other than and excluding the Trustor. In no event, however, may any portion of the income be used to discharge, either directly or indirectly, the Trustor's, or any other person's, legal obligations to any such beneficiary, including but not limited to the obligations of support under applicable state law. The receipt of any such person to whom payment is made pursuant to the foregoing provisions shall be binding and conclusive upon the beneficiary, and shall relieve the Trustee from all liability therefor.

12. ARTICLE V, Section 5.18 is hereby amended to read as follows:

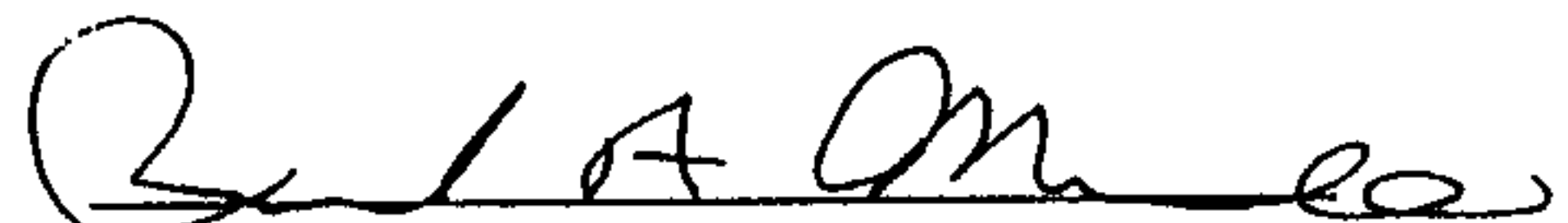
Section 5.18. Law of Construction of Trust. Although this trust was originally established while the Trustor was domiciled in the State of California, the Trustor has subsequently changed his residence and domicile to the State of Alabama. Consequently, as of March 7th, 1996, and until the same is further amended or modified, the construction of this instrument, the validity of the interests created hereby, and the administration of the Trust property shall be governed by the laws of the State of Alabama, wherein the Trustor resides. The Trustee and any successor Trustee may administer and manage the trust or trusts hereunder in and from such place or places as they shall from time to time think fit whether or not the law of such place or places shall be the law declared to be applicable law hereunder. Upon a change of place of administration of a trust, the law of the State of Alabama shall continue to govern the validity and construction of this Trust Agreement, but the Trustee, in his sole discretion, may elect to have the law of the new situs govern the administration thereof, including, without limitation, such matters as the taxability by a state or local government of the trust's income or distributions thereof.

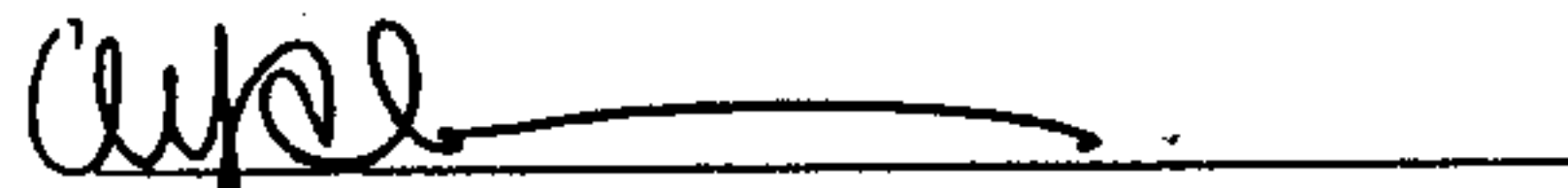
IN WITNESS WHEREOF, the Co-Trustees and Trustor have executed this instrument by affixing their hands and seals on the 7th day of March, 1996.

TRUSTOR:


RICHARD A. MUMALO

TRUSTEES:


RICHARD A. MUMALO


MICHAEL CHAKOS

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RICHARD A. MUMALO, whose name as Trustee and Trustor is signed to the foregoing Amendment No. One to Trust Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment No. One to Declaration of Trust, he, in his capacity as such duly authorized Trustee and Trustor, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 7th day of March 1996.

[Signature]

Notary Public

[NOTARIAL SEAL]

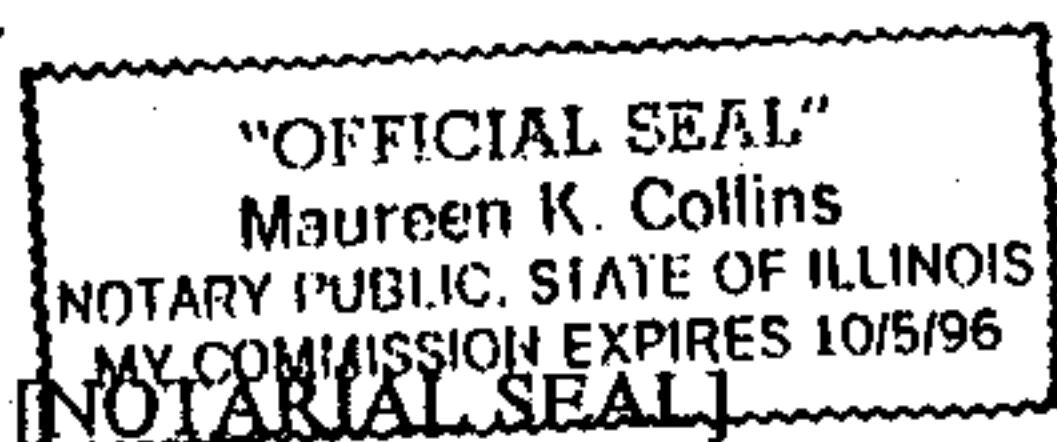
My commission expires: 4/15/97

STATE OF Illinois)

COOK COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MICHAEL CHAKOS, whose name as Trustee and Trustor is signed to the foregoing Amendment No. One to Trust Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment No. One to Declaration of Trust, he, in his capacity as such duly authorized Trustee and Trustor, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 20 day of MARCH, 1996.



Maureen K. Collins
NOTARY PUBLIC

My commission expires: 10/5/96

314847

8 01/12/1998-00917
09:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
053 HEL 138.50

Inst # 1998-00917