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DECLARATION OF TRUST

Dated: MARCH 10, 1989

Trust No. 1989-1

Prepared by:
Walker, Brown & Brown, P.A.
P.O. Box 276, 220 W. Commerce
Hernando, MS 38632
(601) 429-5277 / (901) 521-9292

RUTH POTISH BERGER hereinafter called "trustee", declares that RUTH POTISH BERGER, hereinafter called "trustor", has transferred and delivered or will transfer and deliver to the trustee, without consideration moving from the trustee, all of the trustor's right, title and interest in and to the property described in Schedule A attached hereto and made a part hereof. The interest now and hereafter received by the trustee in such property, together with all property now or hereafter subject to this trust, shall constitute the trust estate and shall be held, managed and distributed as hereinafter provided.

1.0 DISTRIBUTION OF INCOME AND PRINCIPAL

1.1 Monthly income distribution: To the extent that income is distributable, net income shall be distributed in monthly or other convenient installments but at least annually to or for the benefit of the person or persons entitled to receive such net income.

1.2 Distribution during life of trustor: During the life of the trustor, the trustee shall pay the net income of the trust estate to the trustor or pursuant to the trustor's written directions which are delivered to the trustee, from time to time. In addition, the trustee shall pay to the trustor or pursuant to the directions of the trustor as much of the principal of the

trust estate as the trustor may direct in a writing that is delivered to the trustee. For such periods as the trustee determines that the trustor is physically or mentally unable to direct the trustee, the trustee shall pay to or for the benefit of the trustor as much of the net income and principal of the trust estate as the trustee in the trustee's discretion deems reasonably necessary for the comfortable support and health of the trustor. Any net income not distributed during such periods shall be accumulated and added to the principal of the trust estate.

1.3 Payments at death of trustor: Upon the death of the trustor, the trustee may pay out of principal any part or all of the expenses of last illness and burial and debts of the trustor and any inheritance tax and estate tax which may be due by reason of trustor's death, to the extent that these obligations shall not be paid or responsibility for their payment assumed by some other person or estate. The trustee shall not pay any debts, taxes or similar expenses from the funds or property received by it from an employees' trust forming part of a pension, stock bonus or profit sharing plan, or as proceeds from life and accident insurance up to the amount of the allowable exclusion for such insurance for purposes of the inheritance tax.

1.4. Division at death of trustor: After the death of trustor, after making the payments provided for above, the trustee shall divide the trust estate as follows. The trustee

shall allocate the sum of \$1,000,000 to a separate trust designated as "Children's Trust" to be held, administered and distributed in accordance with subparagraph 1.7, below. The trustee shall divide the remainder of the Childrens' Trust into as many equal shares as there are children of trustor then living and children of trustor then deceased leaving issue then living. The trustee shall allocate one such equal share to each living child of trustor and one such equal share to each group composed of the living issue of a deceased child of trustor. Each such share may hold undivided interests in the same property and shall be distributed or retained in trust as hereinafter provided. Provided however, if trustor's husband, LOUIS BERGER is living, the trustee shall allow trustor's husband to live in the real property trustor and her husband are using as their principal residence at the time of trustor's death for one year after trustor's death. During that one year period, (1) the trustee shall continue to pay the trust's prorata share of all costs, expenses and taxes attributable to such property, (2) the trustee shall list the trust's interest in the property for sale and shall co-operate with trustor's husband in selling the property, and (3) the trustor's children shall not live in or otherwise have access to the said residential property except as reasonably necessary to complete the sale of it as provided above. The trustee shall divide the remainder of the Childrens' Trust into as many equal shares as there are children of trustor then living and children of trustor then deceased leaving issue then living.

The trustee shall allocate one such equal share to each living child of trustor and one such equal share to each group composed of the living issue of a deceased child of trustor. Each such share may hold undivided interests in the same property and shall be distributed or retained in trust as hereinafter provided.

1.5. Distribution to living child: Each share allocated to a living child of trustor shall be distributed to that child, free of trust.

1.6 Distribution to issue of deceased child: Upon division of the trust estate as provided in paragraphs 1.4, above or 1.7, below, the share of the trust estate allocated to the living issue of trustor's deceased child shall be distributed to such issue, free of trust, by right of representation. Provided however, that any share allocated to a person under age 21 shall be held in trust for that person until he or she attains age 21. Until the beneficiary for whom a share of the trust is being held under provisions of this subparagraph 1.6, the trustee shall pay to or apply for the benefit of such beneficiary as much of the net income and principal of the trust estate as the trustee deems necessary for the beneficiary's reasonable needs of health, education and support.

1.7 Provisions of Childrens' Trust: Upon allocation of assets to Childrens' Trust, the trustee shall divide the trust estate into as many equal shares as there are children of trustor then living and children of trustor then deceased leaving issue then living.

1.7.1 Share for living child: Each share set aside for a living child of trustor shall be held by the trustee during the lifetime of said child, and the trustee shall distribute all the net income of the trust to the child or for his benefit at least quarterly. Upon the death of the child of trustor for whom a share of Childrens' Trust is being administered, that child's share shall be held, administered and distributed in accordance with paragraph 1.6., above, entitled "Distribution to issue of deceased child".

1.8 Contingent disposition: Any of the trust estate not disposed of under the foregoing provisions shall be distributed as of the date such distribution is required to trustor's legal heirs, their identity and respective shares to be determined in all respects as though trustor's death had occurred immediately following the happening of the event requiring such distributions and according to the laws of succession of the State of California then in force relating to the succession of separate property not acquired from a parent, grandparent or previously predeceased spouse.

1.9 Retention for minors: If any share of any trust becomes distributable to a person under age 21, the trustee shall retain each such person's share until he attains age 21, as a separate trust and shall pay or apply so much of the income and principal of each such person's share as the trustee deems necessary or desirable for his reasonable needs of health, education and support. Any income not so expended shall be added

to principal. With respect to each share so retained, the trustee shall have all the powers and discretions had with respect to this trust generally. When such person attains age 21, the share then held for him shall be distributed to him. If he dies under that age, the share then held for him shall be distributed to his estate.

1.10 Protection against creditors: The interests of beneficiaries in principal or income shall not be subject to claims of their creditors or others or to legal process and may not be voluntarily or involuntarily alienated or encumbered.

1.11 Maximum duration of trust: Unless terminated at an earlier date under the foregoing provisions, all trusts created by this Declaration of Trust shall cease on the date which is 21 years after the death of the last survivor of the beneficiaries of these trusts in being at the time of the death of the trustor, or those living on the date prior thereto when this trust become irrevocable, if that event should occur. Upon such termination, all principal and undistributed income of any trust so terminated shall be distributed to the income beneficiaries of that trust who are then living, in the proportions in which they are, at the time of termination, entitled to receive the income; however, if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to such issue of trustors who are then living and are then entitled or authorized in the trustee's discretion to receive income

payments, or, if there are no such issue of trustors, in equal shares to those beneficiaries who are then entitled or authorized to receive income payments.

1.12 Children of trustor: The presently living children of trustor are: ROGER POTISH and KAREN PERLING.

2.0 RIGHTS RESERVED BY TRUSTOR

2.1 Revocation and amendment: While the trustor is living, the trustor may revoke this trust in whole or in part by a written instrument filed with the trustee. Following complete revocation of this trust and upon paying all sums due the trustee and indemnifying the trustee in a manner satisfactory to it against liability lawfully incurred in the administration of this trust, the trustee shall distribute to the trustor the assets on hand. The trustor, by a written instrument filed with the trustee, may from time to time alter or divest the interests of or change beneficiaries and, with the trustee's written consent, may amend this trust without limitation in any other respect. Amendments may be cancelled or amended in like manner. Upon the death of the trustor, this trust shall become irrevocable and may not be altered or amended.

3.0 POWERS OF TRUSTEE

To carry out the purposes of this trust, subject to any limitations stated elsewhere herein, the trustee is vested with the following powers in addition to those now or hereafter conferred by law affecting the trust and the trust estate.

3.1 Retention of assets: To continue to hold any property, although not of a type or quality and not constituting

a diversification considered proper for trust investments, including corporate trustee's own stock, to receive additional property of any kind, from any source at any time and to operate at the risk of the trust estate and not at the risk of the trustee, any property or business received in this trust, as long as it may deem advisable, the profits and losses therefrom to inure or be chargeable to the trust estate as a whole and not to the trustee.

3.2 Investment: To invest and reinvest the principal and income if the trustee is directed to accumulate it, and to purchase or acquire therewith every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, participations in any common trust fund, mutual fund, corporate obligations of every kind, and stocks, preferred or common, which men of prudence, discretion and intelligence acquire for their own account.

3.3 Management: To manage, control, sell, convey, exchange, partition, divide, subdivide, improve and repair; to grant options; to sell upon deferred payments; to lease for terms within or extending beyond the duration of this trust for any purpose; to create restrictions, easements and other servitudes.

3.4 Advances to trust: To advance funds to this trust for any trust purpose, such advances with interest at current rates to be a first lien on and to be repaid out of principal or income; to reimburse itself from principal or income for any loss or expense incurred by reason of its ownership or holding of any property in this trust.

3.5 Compromise: To compromise, arbitrate or otherwise adjust claims in favor of or against the trust; to carry such insurance as the trustee may deem advisable.

3.6 Credit: To borrow money for any trust purpose and upon such terms and conditions as the trustee may deem proper and to obligate the trust estate for repayment; to encumber the trust estate or any of its property by mortgage, deed of trust, pledge or otherwise for the debts of the trust or of another party owning an undivided interest in common with the trust, using such procedure to consummate the transaction as the trustee deems advisable.

3.7 Direct payment: In case the net income or any discretionary payments become payable to a minor, to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability is, in the opinion of the trustee, unable properly to administer such amounts, to make such payments in any one or more of the following ways as the trustee deems best: Directly to such beneficiary; to the legally appointed guardian or con-

servator of the beneficiary; to some relative or friend for the care, support and education of the beneficiary; or directly to pay creditors for the services and goods provided to or for the beneficiary for his care, support and education.

3.8 Securities: To have respecting securities all the rights, powers and privileges of an owner, including the power to give proxies, pay assessments and other sums deemed by the trustee necessary for the protection of the trust estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations; and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this instrument to investments by the trustee.

3.9 Nominee: To hold property in its own name or in the name of its nominee, with or without disclosure of fiduciary relationship, the trustee being responsible for the acts of any such nominee affecting such property.

3.10 Distribution: To sell such property as trustee may deem necessary to make division or distribution, and to partition, allot and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, at fair market value as determined by the trustee.

3.11 Budgeting: To budget the estimated annual income and expenses of the trust in such manner as to equalize, as far as practicable, periodic income payments to beneficiaries.

3.12 Principal vs. income: To determine what is principal, gross income or net distributable income and to charge the premium of any security purchased at a premium either against income or principal or partly against principal and partly against income as may be deemed best by the trustee in its discretion.

3.13 Purchase of Treasury bonds: To purchase at less than par United States Treasury Bonds that are redeemable at par in payment of any federal estate tax liability of the trustor such amounts of those bonds as the trustee deems advisable; the trustee shall exercise the trustee's discretion and purchase such bonds if the trustee has reason to believe that the trustor is in substantial danger of death and may borrow funds and give security for that purpose; the trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger amount

than may be necessary. The trustee shall not be liable to the trustor, any heir of the trustor, or any beneficiary of this trust for losses resulting from any such purchases made in good faith. The trustee shall redeem any such bonds that are part of the trust corpus to the fullest extent possible in payment of the federal estate tax liability of the trustor, whether attributable to the assets of this trust or otherwise.

3.14 Special powers of trustee concerning generation skipping taxes. The following provisions concerning generation skipping taxes shall apply to the extent they are consistent with the circumstances:

3.14.1 Generation-skipping defined. The term "generation-skipping" means the federal generation-skipping transfer tax under Chapter 13 of the Code.

3.14.2 Allocation of generation-skipping exemption. Following the death of the trustor, his remaining generation-skipping exemption (hereinafter the "exemption"), as provided by section 2631 of the Code, shall be allocated in a manner consistent with the provisions of the Code and the Treasury Regulations thereunder by the person or persons authorized to make the allocation. To the extent consistent with the Code and the Treasury Regulations, the trustor directs that the allocation of exemption be made by the executor or administrator appointed to administer the trustor's estate or, if no such executor or administrator is appointed, by the then acting trustee under this trust instrument. Any decision concerning the allocation of the exemption shall be based on information known to the person authorized to make the allocation, with no requirement that allocations benefit the

various transferees or beneficiaries of the property equally, proportionately, or in any other particular manner.

3.14.3 Definitions of exempt and nonexempt. The term "exempt" refers to property or a trust or subtrust that has a generation-skipping inclusion ratio of zero, or is exempt from the generation-skipping tax under applicable effective date legislation. The term "nonexempt" refers to property or a trust or subtrust that has a generation-skipping inclusion ratio of one. The term "exempt trust" or "exempt subtrust" refers to a trust that has been, or is to be, established having an inclusion ratio of zero. The term "nonexempt trust" or "nonexempt subtrust" refers to a trust that has been, or is to be, established with a generation-skipping inclusion ratio of one.

3.14.4 Division of trust to achieve inclusion ratio of zero or one. For each trust that is otherwise to be established under this trust instrument, if any generation-skipping exemption is to be allocated to property of that trust or to the exempt portion of that trust, unless the trust would thereby have a generation-skipping inclusion ratio of zero, the trustee shall instead establish two separate subtrusts so that each separate subtrust has a generation-skipping inclusion ratio of either zero or one. This may be accomplished by allocating to the nonexempt subtrust the minimum amount of property necessary to establish that subtrust with an inclusion ratio of one, while leaving the exempt subtrust with an inclusion ratio of zero.

3.14.5 Terms of subtrusts. Except as expressly

provided in this instrument with respect to subtrusts, when a trust otherwise to be established is divided into exempt and nonexempt subtrusts:

3.14.5.1 Each subtrust shall have the same provisions as the original trust from which it is established;

3.14.5.2 References in this instrument to the original trust shall collectively refer to the separate subtrusts derived from it; and

3.14.5.3 The trustee is authorized to prefer making distributions from nonexempt trusts to beneficiaries who are "non-skip persons" (as defined in Section 2618 of the Code), and from exempt trusts to those who are "skip persons" (as defined in Section 2613 of the Code).

3.14.6 Authority to combine trusts. The trustee shall have the authority to combine exempt trusts and subtrusts that have substantially identical terms, and to combine nonexempt trusts and subtrusts that have substantially identical terms.

3.14.7 Exercise of powers to combine and divide trusts. The trustee's power 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.

3.14.8 Direction to preserve generation-skipping character. Upon termination, partial termination or other subdivision or distribution of any of the trusts created under this trust instrument, or when separate trusts are to be combined, the trustee shall preserve the exempt or nonexempt character of the property. Accordingly, when property is to be added to or combined with the property in another trust, the trustee shall not add or combine nonexempt property with exempt property, 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), the trust property is to be added to another trust, exempt property shall be added only to an exempt subtrust derived from the recipient trust and nonexempt property shall be added only to a nonexempt recipient trust. If no appropriate 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.

3.14.9 Authority to grant or withdraw general power of appointment. If the trustee of any nonexempt trust under this trust instrument determines that the combined income

tax and generation-skipping and other transfer tax burdens (federal and state) on the trust and its beneficiaries would be reduced, a corporate or disinterested individual trustee or co-trustee appointed hereunder shall have the power to amend the terms of the trust to grant to any descendant of the trustor who is a beneficiary of that trust a general power of appointment as defined for federal estate tax purposes. Such an amendment may create only a testamentary power of appointment, may limit the amount subject to such general power, may require that it be exercised jointly with another in a manner consistent with the objectives of the power, or may otherwise impose conditions and limitations on its exercise. The corporate or disinterested individual trustee shall also have the power to withdraw any such general power or to modify it, including modification in a manner that will reduce or increase the amount of property subject to the general power, to alter the conditions or terms of its exercise, to reduce it from a general to a nongeneral power, or to otherwise modify it, all in the trustee's discretion. The corporate or disinterested individual trustee may also exercise the amendment power to subdivide a trust into separate trusts or shares in order to separate properties or portions subject to a general power from other properties or portions. The corporate or disinterested individual trustee's power to create, eliminate or modify general powers of appointment may be exercised repeatedly and from time to time. No trustee may exercise or participate in the exercise of a power to amend a trust in any

way that would increase his or her benefits under that trust, or exercise a power of amendment in a manner that has the effect of granting himself or herself a general power of appointment as defined for estate tax purposes. No trustee shall be liable for any good faith exercise of a power to amend a trust in the manner prescribed herein.

3.14.10 Authority to permit assets to pass outright to trust beneficiary. Notwithstanding any other provision of this trust instrument, should the trustee determine that the establishment of any trust for a beneficiary under age twenty-one (21) may subject the assets that otherwise would pass to a beneficiary hereunder to a generation-skipping tax, the trustee may, in the trustee's discretion, make distribution of such assets to the beneficiary, or the guardian of his or her estate, outright and free of such trust, and the trust shall not come into existence. The trustee's determination shall be made on the basis of the facts and law known to the trustee at the time of any distribution otherwise required to be made according to the provisions hereof and the trustee shall not be liable to any beneficiary for decisions made and actions taken in exercising the discretion conferred according to the preceding sentence.

4.0 PROVISIONS REGARDING TRUSTEE

4.1 Successor trustee: RUTH POTISH BERGER shall serve as sole trustee of the trust estate until her death, resignation or legal disability, whereupon she shall cease to act as trustee

and ROGER POTISH shall replace and succeed her as trustee and shall carry out the terms and provisions of this Declaration of Trust. If at any time for any reason ROGER POTISH is unable or unwilling to act as trustee, KAREN PERLING shall replace and succeed him as trustee. If at any time for any reason KAREN PERLING is unable or unwilling to act as trustee, MARINE BANK OF SPRINGFIELD, SPRINGFIELD, ILLINOIS shall replace and succeed her as trustee. The successor trustee shall not be liable for the acts of RUTH POTISH BERGER as trustee, nor for any losses occurring during her tenure as trustee, and shall not be bound by any accounting rendered by her or for her failure to account as trustee. All references to "trustee" shall include, as the context may require, RUTH POTISH BERGER, ROGER POTISH, KAREN PERLING, MARINE BANK OF SPRINGFIELD, SPRINGFIELD, ILLINOIS and any other successor trustee from time to time acting. If at any time neither RUTH POTISH BERGER, ROGER POTISH nor KAREN PERLING is acting as trustee, the majority of the then living adult beneficiaries may from time to time remove and replace the then acting trustee.

4.2 Resignation: Any trustee from time to time acting may resign its trusteeship by depositing in the United States mail, postage prepaid, notice of such resignation addressed to any successor trustee named herein or in any amendment hereto and to the persons then entitled to receive payments hereunder at the addresses of such persons last known to the trustee. Such resignation shall take effect on the last day of the calendar

month, which date is at least 60 days from the date of mailing such notice, unless otherwise agreed in writing. If a trustee resigns in the manner provided hereunder and if no successor trustee has been named herein or by any amendment hereto, a majority of the then living adult income beneficiaries of the trust may appoint a corporate successor trustee. If said majority is unable to agree upon such successor or if there is no adult income beneficiary then living, a corporate successor trustee shall be appointed in accordance with the provisions of the laws of the State of California then existing.

5.0 GENERAL PROVISIONS

5.1 Proration: Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the trustee at the termination of any interest or estate under this trust shall go to the beneficiaries entitled to the next eventual interest in the proportions in which they take such interest. Periodic payments out of principal, not due upon the termination of any interest or estate, shall not be apportioned to that date. The trustee shall not be required to prorate taxes and other current expenses to the date of termination. This provision shall not apply to a trust which otherwise qualifies for the federal estate tax marital deduction.

5.2 Additions to trust: Other property acceptable to the trustee may be added to this trust or to any portion or share thereof by any person at any time.

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

5.4 Disclosure: Whenever in the judgment of the trustee, it shall be necessary or proper in the administration of this trust, it may disclose the existence, nature, terms and conditions thereof.

5.5 Presumption of competence: All rights granted to any person by any provision of this trust may be exercised by such person at any time during his lifetime and competency, unless otherwise specifically provided herein. For all purposes of this trust, it shall be conclusively presumed that each such person is competent unless he shall have been declared incompetent by a court having jurisdiction to determine such incompetency or unless such court appoints a guardian or conservator of his person, his estate or both, and until a duly certified or authenticated copy of determination of such incompetency or appointment issued by such court shall have been delivered to the trustee.

5.6 Lack of notice: Until the trustee shall receive from some person interested in this trust written notice of any death, birth, marriage or other event upon which the right to payments from this trust may depend, the trustee shall incur no liability for disbursement made in good faith to persons whose interests may have been affected by such event. It shall be the duty of any person interested in the trust estate to notify the

trustee and furnish it with reasonable proof of any fact or the happening of any event calling for any change in the administration or distribution of the trust estate.

5.7 Accountings: At least quarterly the trustee shall furnish to the person or persons who are from time to time currently entitled to receive payments hereunder and who have attained eighteen years of age, statements of account showing all receipts and disbursements of income and principal and all changes in assets and liabilities of the trust estate. Any beneficiary may waive such accountings.

5.8 Construction: For the purpose of this instrument, the masculine gender shall include the feminine and neuter, and the neuter shall include masculine and feminine. The plural shall include the singular and the singular the plural, if the context so requires. The words "child", "children", "grandchildren" and "issue" shall include lawful blood descendants and those adopted into that status while a minor. The terms "this trust", "the trust", "the trust estate" and terms of similar import shall apply to all trusts created by this instrument, except as otherwise specifically provided herein.

5.9 Effect of contest: Each beneficiary under trustor's wills or this trust, each of trustor's heirs-at-law, and each person claiming under any of them, who at any time contests or seeks to impair or invalidate any provisions of those wills or this trust or joins with anyone attempting to do any such things, is hereinafter referred to as a "contestant".

Trustor hereby revokes every gift and all other benefits given by this trust to each person who is a contestant. Trustor hereby expressly disinherits each of trustor's heirs-at-law who is a contestant. All gifts given under this trust to such contestant and any property of trustor's estates to which such contestant might otherwise be entitled to receive under this trust, those wills, or pursuant to any and all laws, shall become part of the residue of this trust and shall be disposed of as if such contestant predeceased trustor without issue. The trustee may defend, at the expense of the trust estate, any such attack by a contestant. This paragraph shall not apply to a disclaimer by any person of any benefit under this trust or under any will.

5.10 Titles: The titles to the paragraphs of this trust are solely for convenience and shall have no effect upon the construction or interpretation of this trust.

Executed at San Diego, California, on March 10, 1989.

Ruth Potish Berger
RUTH POTISH BERGER

I certify that I have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the trust estate is to be held, managed and disposed of by the trustee and its successors in trust. I approve the Declaration of Trust in all particulars and request the trustee to execute it.

Dated: March 10, 1989

Ruth Potish Berger

RUTH POTISH BERGER

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

On March 10, 1989, before me, the undersigned, Notary Public, personally appeared RUTH POTISH BERGER, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

Patricia D. Abbott
Notary Public in and for
said County and State

APPROVED at San Diego, California

By: *D. Frederick Shefte*
D. Frederick Shefte
Attorney for Trustor

