

CERTIFICATE OF TRUST AGREEMENT

THIS Certificate of a Trust Agreement which conveys or entrusts an interest in real property is lodged for record with the Clerk of the Chancery Court of DeSoto County, Mississippi, in lieu of the entire Trust Agreement, in accordance with the provisions of Section 91-9-7 of the Mississippi Code of 1972 annotated.

The name of the Trust is Goodman-Ruderman Family Trust.

The Trust Agreement is dated October 14, 1996, executed by Stanley L. Goodman and Jeanne W. Ruderman.

The street and mailing address of the office, and the names and street and mailing address of the trustees are Stanley L. Goodman and Jeanne W. Ruderman, 16788 Calle De Marisa, Pacific Palisades, CA 90272.

The names and street and mailing address of grantors are Stanley L. Goodman and Jeanne W. Ruderman, 16788 Calle De Marisa, Pacific Palisades, CA 90272.

A legally sufficient description of all interests in real property owned by or conveyed to the trust is all right, title and interest of grantors in and to the following described land and property lying and being situated in DeSoto County, State of Mississippi.

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STATE MS.-DESOTO CO.  
FILED  
JUN 17 9 21 AM '03 PS  
BK 99 PG 190  
W.E. DAVIS CH. CLK.

The anticipated date of termination of the trust is upon the death of beneficiary unless sooner terminated by complete distribution of principal and income.

The general powers granted to the trustees are those shown on Exhibit A attached hereto and incorporated herein by reference.

EXECUTED by the trustees and the grantors of the trust on this 31<sup>st</sup> day of may, 2003.

Stanley L. Goodman  
STANLEY L. GOODMAN, Trustee

Stanley L. Goodman  
STANLEY L. GOODMAN, Grantor

Jeanne W. Ruderman, Trustee  
JEANNE W. RUDERMAN, Trustee

Jeanne W. Ruderman, Grantor  
JEANNE W. RUDERMAN, Grantor

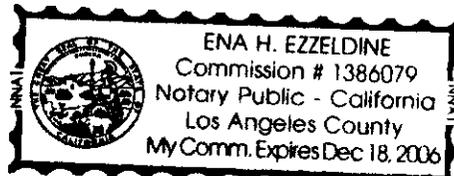
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this the 31 day of MAY, 2003, within my jurisdiction, the within named STANLEY L. GOODMAN and JEANNE W. RUDERMAN, Grantors, who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year and in the capacity therein stated.

Ena H. Ezzeldine  
Notary Public

My Commission Expires: 12/18/2006

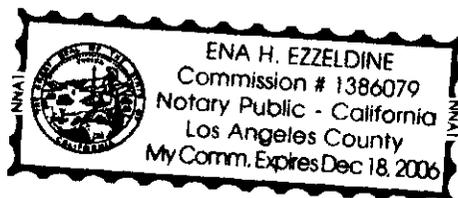
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES



PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this the 31 day of MAY, 2003, within my jurisdiction, the within named STANLEY L. GOODMAN and JEANNE W. RUDERMAN, Trustees, who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year and in the capacity therein stated.

Ena H. Ezzeldine  
Notary Public

My Commission Expires: 12/18/2006



## TRUSTEE'S POWERS

- A. Power to Invest and Reinvest. To invest and reinvest the funds in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, stocks including stock of a corporate trustee), preferred or common, shares of investment trusts, investment companies and mutual funds, and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account, including any common trust fund administered by a corporate Trustee. The Trustee shall also have the power to invest in market funds and index funds.
- B. Power to Retain Property. To continue to hold any property, including any shares of the Trustee's own stock (if a corporate Trustee), and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust as long as the Trustee considers advisable, and to continue to be an officer, director or partner in any such business.
- C. Power to Manage Securities. To have all the rights, powers, and privileges of an owner with respect to the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to open and maintain accounts with securities and commodity futures brokers and dealers, including but not limited to cash, margin, option and commodity futures accounts; and to buy, sell and otherwise deal in securities, options and commodity futures contracts, including short transactions, transactions in put and call options, including the buying and selling of naked put and call options, notes, commercial paper and other similar evidences of debt and any tax shelter vehicles.
- D. Power to Hold Securities in Nominee's Name. To hold securities or other property in the Trustee's name as Trustee under this trust, or in the Trustee's own name, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery.
- E. Power to Sell, Exchange, and Repair. To manage, control, grant options and rights of first refusal on, sell (for cash or on deferred payments, convey, grant, exchange, partition, divide, subdivide, improve and repair trust property.
- F. Power to Rent or Lease. To rent, lease or sublease trust property for terms within or beyond the term of the trust for any purpose, including exploration for the removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

G. Power to Lend to Settlor's Probate Estate or Any Trust created Hereunder. To lend money to any person, including the probate estate of either Settlor and any trust created hereunder, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

H. Power to Purchase Property from Settlor's Probate Estate or Any Trust Created Hereunder. To purchase property at its fair market value as reasonably determined by the Trustee in the Trustee's discretion from the probate estate of either Settlor and from any trust created hereunder.

I. Power to Loan To, Buy From, and Sell to Trust Individually. To loan or advance the Trustee's own funds to the trust for any trust purpose, with interest at current rates; 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; to purchase assets of the trust at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal.

J. Power to Exercise Options. To exercise or sell any right or option for the purchase of common stock or any other property, whether real or personal.

K. Power to Borrow. To borrow money, and to encumber (including renewal and extension of such encumbrances) trust property by mortgage, deed of trust, pledge, or otherwise for the debts of the trust or a co-owner of trust property or for any other trust purpose.

In addition, as long as both of the Settlers are living, the Trustee shall have the power, subject to the consent of both Settlers, to secure debts of either Settlor and third parties with trust property and to guarantee obligations of either Settlor and third parties. After the death of the Deceased Spouse, the Trustee shall have the power, subject to the consent of the Surviving Spouse, to secure debts of the Surviving Spouse and third parties with trust property held in the Survivor's Trust and to guarantee obligations of the Surviving Spouse and third parties with such trust property. After the death of both Settlers, the Trustee shall no longer have the power to secure the debts of third parties or guarantee the obligations of third parties; however, all security interests and guarantees granted pursuant to a proper exercise of the Trustee's authority under this subsection shall remain in full force and effect in accordance with their terms.

L. Power to Commence and Defend Litigation and to Compromise. To commence, defend, join or refuse to join, at the expense of the trust, such litigation or arbitration with respect to the trust, or any property of the trust estate as the Trustee may deem advisable, and to compromise or otherwise adjust claims or litigation against or in favor of the trust; to seek or refuse to seek any form of administrative redress or review of any governmental rules or regulations affecting the trust estate in any way.

The Trustee's powers under this subsection shall apply during the term of the trust and after distribution of trust assets. However, the Trustee shall have no obligations or duties with respect to any litigation or claims occurring after distribution of trust assets unless the Trustee is adequately indemnified by the distributees for any loss in connection with such matters.

M. Power to Insure. To carry insurance of such kinds and in such amounts as the Trustee deems advisable, at the expense of the trust, to protect the trust estate and the Trustee personally against any hazard, and to insure the life or health of any beneficiary of any trust created by this instrument or any other person in whom the trust has an insurable interest, but the Trustee shall not be liable for any omission to purchase any type or amount of insurance.

N. Power to Purchase Bonds at Premium. To purchase bonds and to pay such premiums in connection with the purchase as the Trustee in the Trustee's discretion deems advisable, provided, however, that each premium shall be repaid periodically to principal out of the interest on the bond in such reasonable manner as the Trustee shall determine and, to the extent necessary, out of the proceeds on the sale or other disposition of the bond.

O. Power to Purchase Bonds at Discount. To purchase bonds at such discount as the Trustee in the Trustee's discretion deems advisable provided, however, that each discount shall be accumulated periodically as interest in such reasonable manner as the Trustee shall determine and, to the extent necessary, paid out of the proceeds on the sale or other disposition of the bond or out of principal.

P. Power to Withhold Payment of Conflicting Claims. To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this trust, without the payment of interest, all or any part of the property, as long as the Trustee shall determine in the Trustee's discretion that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the estate.

Q. Power to Budget Income and Expenses. To budget the estimated annual income and expenses of the trust in such manner as to equalize, as far as practicable, periodical income payments to beneficiaries and to make distributions to income beneficiaries in excess of their estimated share of trust annual income in one (1) year and reduce distributions in succeeding years to compensate for such excess distributions.

R. Power to Appoint Agents. To appoint, employ and pay such agents and employees as the Trustee deems necessary or advisable, including but not by way of limitation, accountants attorneys, investment counselors, and custodians of the trust property. Reasonable compensation for all services performed by these agents shall be paid from the trust estate out of either income or principal as the Trustee in the Trustee's discretion shall determine and shall not decrease the compensation to which the Trustee is

entitled. Notwithstanding the foregoing, any corporate Trustee hereunder shall not delegate duties to others which it should reasonably perform itself.

- S. Power to Abandon Property. The Trustee is authorized to abandon any property or interest in property belonging to the trust when, in the Trustee's discretion, such abandonment is in the best interest of the trust and its beneficiaries.
- T. Power to Make Tax Decisions. In determining the Federal estate and income tax liabilities of the estate, the Trustee shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in the estate shall be used as Federal estate tax deductions or as Federal income tax deductions and, on the death of the Deceased Spouse, the Trustee shall have the power to execute a joint income tax return with the Surviving Spouse.
- U. Power to Enforce Business Buy-Sell Agreement. The Trustee is authorized to carry out the terms of or to take any action the Trustee in the Trustee's discretion deems necessary to enforce any valid business buy-sell agreement to which either Settlor is a party at the date of the respective Settlor's deaths.
- V. Power to Disclaim or Release Power. The Trustee shall have the power to disclaim or to release or to restrict the scope of any power that the Trustee may hold in connection with the trusts created under this instrument, whether such power is expressly granted in this instrument or implied by law. The Trustee shall irrevocably exercise this power in a written instrument specifying the powers to be disclaimed, released, or restricted and the nature of any such restriction and the Trustee shall give notice of such exercise to all of the adult beneficiaries hereunder. Any disclaimed or released power shall pass to and be exercised by the next successor Trustee nominated in this instrument.
- W. Power to Merge Trusts. In the event that the Settlers, either individually or collectively, create a trust or trusts, whether by Will or by agreement, the provisions of which are substantially the same as those of any of the trusts established by this instrument or if the provisions of any of the trusts established in this instrument are substantially the same as one another, the Trustee, in the Trustee's discretion and subject to such judicial approval as may be required by law, may merge the trusts established under this instrument with such other trust or trusts; provided, however, that any trust established under this instrument which qualifies for the marital deduction shall be merged only with a similar trust which likewise qualifies for the marital deduction. The fact that any such other trust is subject to a provision requiring the termination of such other trust pursuant to any statute or rule of law limiting the permissible duration of a trust or the period for which the power of alienation may be suspended, which permissible period is shorter than the period specified in the section hereof dealing with the Perpetuities Savings Clause, shall not be deemed to make the provisions of such other trust not substantially the same as the provisions of a trust established under this instrument. Following the merger of a trust established under this instrument with another trust having a shorter permissible period of duration, such shorter permissible

period shall be controlling with respect to such trust established under this instrument as well as such other trust.

X. Ancillary Trust. To appoint, employ and compensate an "Ancillary Trustee" to carry out the purposes of the trusts created under this instrument for property located in foreign states, for property requiring specialized management, or for any reason beneficial to the trust, the Settlers or the beneficiaries of the trust. Any such Ancillary Trustee, subject always to the discharge of his fiduciary obligations, shall have all the powers and be subject to all provisions of this instrument. Notwithstanding the foregoing, any corporate Trustee shall not delegate duties to others which it should reasonably perform itself.

Y. Powers of Distribution. To partition, allot, and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations reasonably determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution of the trust estate. The Trustee shall be under no obligation to make a prorata division, or to distribute the same assets to beneficiaries similarly situated; but rather, the Trustee may, in the Trustee's discretion, make a nonprorata division between trusts or shares and nonprorata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value and income tax bases. This subsection shall not apply to any trust that qualifies for the marital deduction, if any.

Z. Power to Purchase Flower Bonds. To purchase obligations of the United States government that are redeemable at face value in payment of Federal estate taxes (commonly known as Flower Bonds). If the Trustee exercises the power to purchase such obligations, the Trustee shall purchase such obligations from the trust estate which constitutes the separate property of the Settlor in whose estate the obligations will be redeemed.

If separate property sufficient to purchase such obligations does not exist, the Trustee may use community property of the Settlers to purchase such obligations. In that case, the Settlers hereby agree that twice the amount of the community property trust estate so used shall be deemed to have been divided into two equal shares, one constituting the separate property of the husband and one constituting the separate property of the wife. The share constituting the separate property of the Settlor in whose estate the obligations will be redeemed shall be deemed to have been used to purchase such obligations and the share constituting the separate property of the other Settlor shall remain part of the trust estate. The obligations so purchased shall constitute the sole and separate property of the Settlor whose share is deemed to have been used to purchase such obligations.

constituting the separate property of the husband and one constituting the separate property of the wife. The share constituting the separate property of the Settlor in whose estate the obligations will be redeemed shall be deemed to have been used to purchase such obligations and the share constituting the separate property of the other Settlor shall remain part of the trust estate. The obligations so purchased shall constitute the sole and separate property of the Settlor whose share is deemed to have been used to purchase such obligations.

The Trustee is authorized to purchase such obligations on margin or through borrowing of any other kind. Any such debts created through the exercise of this power shall constitute the separate property debt of the Settlor in whose estate the obligations will be redeemed. The Trustee is directed to redeem any such obligations held by the trust estate to the fullest extent possible in payment of Federal estate tax liability of either Settlor.

AA. Power to Operate Business or Enterprise. To operate any business or enterprise; to form, cause to be formed or enter into any general or limited partnership as a general or limited partner, joint venture, corporation or other organization for the purpose of operating any business or enterprise and to alter reorganize, withdraw from or terminate any thereof. The profits and losses therefrom shall inure to or be chargeable to the trust and not to the Trustee.

BB. Power to Disclose Provisions of Trust. To disclose the provisions of this trust whenever in the Trustee's discretion such disclosure is appropriate.

CC. Power to Use Accelerated Depreciation Methods of Accounting. To utilize in the Trustee's discretion any method of calculating depreciation on trust assets that is based on generally accepted accounting principles, including straight-line and accelerated depreciation methods.

**Prepared by:** Pamela A. Garvin, Esq.  
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